



City of Bonner Springs

KANSAS

Monday, May 8, 2023

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

WORKSHOP MEETING - 6:00 p.m.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

WORKSHOP - 6:00 P.M.

1. Uniform Development Ordinance update

Action None needed

Recommendation NA

Documents:

2. FY 2024 Budget Workshop - Financial Outlook

Action

Recommendation

Documents:

CITY COUNCIL MEETING - 7:30 P.M.

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

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

CONSENT AGENDA

1. Minutes of the April 24, 2023 City Council Meeting

Action Make a motion to approve the minutes as presented.

Recommendation Staff recommends approval.

Documents:

1. 04242023 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
5. Refund Check Register

OLD BUSINESS

NEW BUSINESS

1. Public Hearing and Condemnation Resolution - 820 N. Nettleton

Action

1. Make a motion to open the hearing. Hear comments and close the hearing.
2. Make a motion to adopt a resolution based on the findings of the hearing.

Recommendation The Assistant City Manager, Community Development Director, and City Attorney's Office recommend Council hold the hearing and adopt a resolution based on the findings of the hearing.

Documents:

1. Resolution - Determination - 820 N Nettleton
2. 820 N. Nettleton Photographs 5.3.23

2. Public Hearing and Condemnation Resolution - 13103 Metropolitan

Action 1. Make a motion to open the hearing. Hear comments and close the hearing.
2. Make a motion to adopt a resolution based on the findings of the hearing.

Recommendation The Assistant City Manager, Community Development Director, and City Attorney's Office recommend Council hold the hearing and adopt a resolution based on the findings of the hearing.

Documents:

1. Resolution - Determination - 13103 Metropolitan
2. 13103 Metro Pictures - 5.8.23 CC Meeting

3. Presentation and Acceptance of the 2022 Audit

Action Make a motion to accept the 2022 audit.

Recommendation The Finance Director Recommends approval

Documents:

1. 2022 Audit

4. Special Use Permit for 11845 Kaw Drive - SUP-04-23

Action Make a motion to adopt an ordinance approving the requested Special Use Permit for 11845 Kaw Drive - SUP-04-23

Recommendation The Community Development Director and Planning Commission recommend approval.

Documents:

1. Complete Agenda Item - 11845 Kaw Drive - Storage Facility - SUP
2. Ord. 11845 Kaw Drive - Brian Walters - SUP-04-23

5. Fitness Court Concrete Pad Installation - Award Bid

Action Make a motion to accept the bid for the fitness court concrete pad from Legacy Underground for \$34,500.

Recommendation The Recreation Manager recommends approval.

Documents:

1. Bid Tab - Nettleton Fitness Court
2. Pad Detail for Fitness Court FINAL

6. WaterOne Contract Amendment No. 1

Action Make a motion to approve Contract Amendment No. 1 with WaterOne for emergency water access and water sales to the City of Bonner Springs.

Recommendation The Public Works Director recommends approval.

Documents:

1. DOC000

7. Water Treatment Plant - KDHE Loan and Loan Forgiveness

Action Make a motion to approve the loan agreement with KDHE for project No. 3155 in the amount of \$2.5 million.

Recommendation The Public Works Director recommends approval.

Documents:

1. DOC002

8. Water Meter Endpoint Project

Action Make a motion to approve the agreement with Innovative Utility Solutions for the acquisition of water meter endpoints and the supporting software system in the amount of \$763,200.

Recommendation The Public Works Director recommends approval.

Documents:

1. DOC001

9. Lift Station No. 2 - Design/Build Phase II Agreement

Action Make a motion to approve the Design/Build Phase II agreement with

Burns & McDonnell/CAS Constructors, LLC for construction of Lift Station No. 2 in the amount of \$3,860,031.

Recommendation The Public Works Director recommends approval.

Documents:

1. Signed_Bonner Springs LS2_Complete Contract_050123

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 5-4-23
2. 5.1.23_Completed_Planning_Projects
3. 5.1.23_Pending_Planning_Projects
4. InCode_Building_Permit_Report
5. InCode_Code_Enforcement_Report

2. City Council Items

3. Mayor's Report

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From:

Subject: Minutes of the April 24, 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 – April 24, 2023

The Bonner Springs City Council met in Workshop session at 6:30 p.m.

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

Councilmember Wood was absent

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk;

Justin Klaudt, City Engineer was present

1. 138th St. Roadway Reconstruction Status Update – Justin Klaudt, City Engineer, presented an update and tentative timeline on the 138th Street project.
2. Ward Redistricting – The City Clerk presented a proposed redistricting plan based on 2020 Census population updates.

The Workshop session adjourned at 7:26 p.m.

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

Councilmembers present: Mayor Harrington, Shannon, Long, McMahan, Wood (7:43 pm), Gurley, Kipp, Stephens and Reeves.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk and Justine Spease, Recreation Manager

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

PRESENTATIONS –

1. The Mayor presented a proclamation to Bonner Beautiful Committee members recognizing Arbor Day.

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 April 10, 2023 City Council Meeting
2. Claims for City Operations
3. 1st Quarter Financial Reports
4. Public Use Request – Jerry Lee Jarrett Life Center Ribbon Cutting
5. Public Use Request – Maker's Fair
6. Appointments to Boards and Commissions

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

OLD BUSINESS – None presented.

NEW BUSINESS –

1. **Policy for Naming and Renaming City-Owned Properties** – Stephens moved and Long seconded to approve the governing body policy as presented. Unanimous approval.
2. **Community Center Flooring** – Stephens moved and McMahan seconded to approve Epoxy Floors by Welch, LLC to complete the flooring renovation for \$45,055. Unanimous approval.
3. **Ordinance to Amend the Code of Ordinances to Allow Expanded Dates for Fireworks Sales** – Shannon moved and Stephens seconded to adopt an ordinance to amend the Code of Ordinances to allow for expanded dates for fireworks sales. Unanimous approval. Assigned Ordinance No. 2547

REPORTS

Item No. 1: City Manager's Report:

- New Fire chief, Tim Richards started today.

Item No. 2: City Council Items

- Long invited everyone to support the new restaurant, The Glass Cat, on K-32.
- Long reminded everyone that the Farmer's Market begins on Saturday, May 6th and continues on Saturdays, May through October.
- McMahan stated he ate at Oak Street Café and the food was great. He also asked people to support local businesses.
- Wood apologized for being tardy to the meeting.
- Gurley asked for an updated about concerns regarding the ventilation of the Cigar Bar and its effect on neighboring businesses.
- Reeves thanked City staff for killing vegetation in Spring Creek and stated it still needs to be lined with rock.
- Reeves stated the mowing at the cemetery looks good
- Reeves stated a road sign on Sheidley just south of the Fire Station is worn and almost unreadable. He asked if it could be replaced.

Item No. 3: Mayor's Report

- The Mayor stated the new wayfinding signs in the City look great.
- He asked if City entrance signs were considered also. The City Manager noted that, yes, they were planned but construction costs were so high, they are now looking at alternative materials.
- Stated the owner of the Glass Cat is very excited to be part of the community.
- Congratulated the Ag Hall of Fame on a successful Barnyard Babies event and kite demonstration.
- Recently met with the Wyandotte and Johnson County Mayors group.

The meeting adjourned at 8:04 p.m.

Christina Brake, City Clerk

Memorandum

Date: May 8, 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 \$35,462.38, regular claims in the amount of \$364,259.24, and utility refunds in the amount of \$202.64.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00575 - 4/28/2023 Payroll Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
5184	AT & T MOBILITY	04/28/2023	Regular	0.00	2,870.77	150976
7913	AT&T	04/28/2023	Regular	0.00	79.54	150977
2470	ATMOS ENERGY	04/28/2023	Regular	0.00	58.18	150978
6536	BANKCARD PROCESSING CENTER	04/28/2023	Regular	0.00	13,679.09	150979
0117	BOARD OF PUBLIC UTILITIES ATTN: AC	04/28/2023	Regular	0.00	20.86	150980
12248	DRAKE DE LEON	04/28/2023	Regular	0.00	110.00	150981
10964	EVERGY FKA KCP&L	04/28/2023	Regular	0.00	53.33	150982
7513	HSA BANK	04/28/2023	Regular	0.00	7,167.34	150983
12249	JIMMY DENTON	04/28/2023	Regular	0.00	144.00	150984
9900	KANSAS DEPARTMENT OF REVENUE M	04/28/2023	Regular	0.00	2,642.83	150985
10784	LAUREN L. TINBERG	04/28/2023	Regular	0.00	142.00	150986
9879	MAINSTREET CREDIT UNION	04/28/2023	Regular	0.00	865.00	150987
12250	MATT BEETS	04/28/2023	Regular	0.00	144.00	150988
3531	PERRY & TRENT LLC	04/28/2023	Regular	0.00	6,748.00	150989
10030	QUALITY SPEAKS, LLC DBA BROADVOI	04/28/2023	Regular	0.00	77.03	150990
11283	STEPHEN GOCELJAK	04/28/2023	Regular	0.00	144.00	150991
11621	TALIA ROSA PEREZ	04/28/2023	Regular	0.00	58.00	150992
5636	TILLIE LAPLANTE	04/28/2023	Regular	0.00	458.41	150993

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	18	0.00	35,462.38
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
	33	18	0.00	35,462.38



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 4/28/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 5184 - AT & T MOBILITY				
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	135.39
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	50.17
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	497.72
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	135.39
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	1,134.34
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	187.78
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	274.15
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	369.46
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	45.13
AT & T MOBILITY	287288930469X04192023	04/28/2023	MOBILE PHONE SERVICE	41.24
Vendor 5184 - AT & T MOBILITY Total:				2,870.77
Vendor: 7913 - AT&T				
AT&T	0002758	04/28/2023	AQUATIC PARK INTERNET 4/10/23 - 5/9/23 & LATE FEE	79.54
Vendor 7913 - AT&T Total:				79.54
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0002767	04/28/2023	GAS SERVICE	58.18
Vendor 2470 - ATMOS ENERGY Total:				58.18
Vendor: 6536 - BANKCARD PROCESSING CENTER				
BANKCARD PROCESSING CENTER 0002749		04/28/2023	REGISTRATION FOR ANNUAL IIMC CONFERENCE	575.00
BANKCARD PROCESSING CENTER 0002749		04/28/2023	FLIGHTS FOR ANNUAL IIMC CONFERENCE	348.96
BANKCARD PROCESSING CENTER 0002749		04/28/2023	GOTOMEETING BUSINESS SUBSCRIPTION	192.00
BANKCARD PROCESSING CENTER 0002749		04/28/2023	SNACK FOR STRATEGIC PLANNING MTG	25.14
BANKCARD PROCESSING CENTER 0002749		04/28/2023	WATER FOR MUNICIPAL COURT	5.36
BANKCARD PROCESSING CENTER 0002750		04/28/2023	BASKETS FOR EGG-STRA SPECIAL DELIVERIES	47.50
BANKCARD PROCESSING CENTER 0002751		04/28/2023	SOCCER BALLS/MESH BAGS	236.59
BANKCARD PROCESSING CENTER 0002751		04/28/2023	SOCCER UNIFORMS	1,573.81
BANKCARD PROCESSING CENTER 0002752		04/28/2023	\$50 GIFT CERTIFICATE FOR MARCH PROMO	53.50
BANKCARD PROCESSING CENTER 0002753		04/28/2023	MCKEITHAN TRAINING	514.50
BANKCARD PROCESSING CENTER 0002753		04/28/2023	CIKO VET	306.80
BANKCARD PROCESSING CENTER 0002753		04/28/2023	ANNUAL BIKE MAINTENANCE	399.94
BANKCARD PROCESSING CENTER 0002753		04/28/2023	UNIFORM ITEMS	625.69
BANKCARD PROCESSING CENTER 0002753		04/28/2023	UNIFORM ITEMS	16.37
BANKCARD PROCESSING CENTER 0002753		04/28/2023	AIR COMPRESSOR REPAIR	44.98
BANKCARD PROCESSING CENTER 0002753		04/28/2023	UNIT 71	114.99
BANKCARD PROCESSING CENTER 0002753		04/28/2023	WATER FOR TRAINING	17.44
BANKCARD PROCESSING CENTER 0002754		04/28/2023	ANTHONY TRAINING	103.88
BANKCARD PROCESSING CENTER 0002754		04/28/2023	FBI NAA DUES	125.00
BANKCARD PROCESSING CENTER 0002754		04/28/2023	ACO INTERNET	53.50
BANKCARD PROCESSING CENTER 0002754		04/28/2023	DUMPSTER	100.56
BANKCARD PROCESSING CENTER 0002755		04/28/2023	NOTARY APPLICATION FEE - MOSIER	25.00
BANKCARD PROCESSING CENTER 0002755		04/28/2023	NOTARY STAMP AND BOND - MOSIER	94.00
BANKCARD PROCESSING CENTER 0002756		04/28/2023	EDUCATION UNITS FOR CAMP	20.00
BANKCARD PROCESSING CENTER 0002756		04/28/2023	TERESA CLASS	50.00
BANKCARD PROCESSING CENTER 0002756		04/28/2023	LOGO REPLACEMENT ON WAYFINDING SIGNS IN CC	26.50

Expense Approval Report

Post Dates: 4/28/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CENTER	0002756	04/28/2023	ARBOR DAY STICKERS	158.00
BANKCARD PROCESSING CENTER	0002756	04/28/2023	COMMUNITY/CAMP STAFF CERTIFICATIONS	44.00
BANKCARD PROCESSING CENTER	0002756	04/28/2023	CAMP MOVIE SUBSCRIPTION	12.01
BANKCARD PROCESSING CENTER	0002756	04/28/2023	LANYARDS/WHISTLES	117.60
BANKCARD PROCESSING CENTER	0002756	04/28/2023	COMMUNITY/CAMP STAFF CERTIFICATIONS	176.00
BANKCARD PROCESSING CENTER	0002756	04/28/2023	LANYARDS/WHISTLES	144.10
BANKCARD PROCESSING CENTER	0002756	04/28/2023	50" MESH LG TUBES	407.86
BANKCARD PROCESSING CENTER	0002757	04/28/2023	POSTAGE/CREDIT CARD PAYMENT FEE	800.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	POSTAGE/CREDIT CARD PAYMENT FEE	28.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	36.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	30.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	43.86
BANKCARD PROCESSING CENTER	0002757	04/28/2023	BUSINESS CARDS	36.85
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	54.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	THE FUTURE OF CITIES VIRTUAL WEBINAR	25.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	18.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	BUSINESS CARDS	36.85
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	18.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	BUSINESS CARDS	36.85
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	96.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	18.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	BUSINESS CARDS	36.86
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	36.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	156.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	71.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	18.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	BUSINESS CARDS	47.99
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	30.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	BUSINESS CARDS	31.59
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	30.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	6.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	6.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	CREATIVE CLOUD SUBSCRIPTION	599.88
BANKCARD PROCESSING CENTER	0002757	04/28/2023	MARKETING PROMO MATERIALS	923.24
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	6.00
BANKCARD PROCESSING CENTER	0002757	04/28/2023	EMAILS	6.00
BANKCARD PROCESSING CENTER	0002760	04/28/2023	NATIONAL REGISTRY RECERTIFICATION - RATLIFF	32.00
BANKCARD PROCESSING CENTER	0002760	04/28/2023	TRAINING CLASS - WHIM	400.00
BANKCARD PROCESSING CENTER	0002760	04/28/2023	STATION TV SERVICES	92.84
BANKCARD PROCESSING CENTER	0002760	04/28/2023	ADOBE SOFTWARE	29.99
BANKCARD PROCESSING CENTER	0002760	04/28/2023	ADOBE SOFTWARE	29.99
BANKCARD PROCESSING CENTER	0002761	04/28/2023	2023 SPRING KACE CONFERENCE - BILLE	97.50
BANKCARD PROCESSING CENTER	0002761	04/28/2023	WEA MEMBERSHIP	85.00
BANKCARD PROCESSING CENTER	0002761	04/28/2023	ANNUAL CLOUD CELLULAR SERVICE FOR FUEL TANKS	479.40
BANKCARD PROCESSING CENTER	0002761	04/28/2023	2023 NATIONAL PUBLIC WORKS WEEK POSTER	38.55
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KRWA CONFERENCE - MEADOWS	532.44
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KRWA WASTEWATER IV OPERATOR EXAM - WISTHOFF	25.00
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KRWA WASTEWATER IV OPERATOR EXAM - MEADOWS	25.00

Expense Approval Report

Post Dates: 4/28/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KTAG KRWA CONFERENCE AND OPERATOR TESTING	14.92
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KTAG TOPEKA - PICK UP PARTS	5.20
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KRWA CONFERENCE - FEDEN	490.11
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KTAG KRWA CONFERENCE AND OPERATOR TESTING	14.93
BANKCARD PROCESSING CENTER	0002761	04/28/2023	KRWA WATER I OPERATOR EXAM - FEDEN	25.00
BANKCARD PROCESSING CENTER	0002762	04/28/2023	TRASH CANS FOR NORTH PARK RESTROOM	43.61
BANKCARD PROCESSING CENTER	0002763	04/28/2023	EXTERIOR LIGHTS FOR PW BLDG	635.80
BANKCARD PROCESSING CENTER	0002763	04/28/2023	INTERIOR LIGHTS FOR COMM CENTER	543.26
Vendor 6536 - BANKCARD PROCESSING CENTER Total:				13,679.09
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
BOARD OF PUBLIC UTILITIES AT...	0002768	04/28/2023	WATER BILL - 11600 KAW DR	20.86
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				20.86
Vendor: 12248 - DRAKE DE LEON				
DRAKE DE LEON	DD4222023	04/28/2023	SOCCER OFFICIAL - 3 GAMES	52.00
DRAKE DE LEON	DD4232023	04/28/2023	SOCCER OFFICIAL - 3 GAMES	58.00
Vendor 12248 - DRAKE DE LEON Total:				110.00
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0002764	04/28/2023	SIREN 708 S 122ND ST 3/19/23 - 4/17/23	26.29
EVERGY FKA KCP&L	0002765	04/28/2023	SIREN 631 N 126TH ST 3/19/23 - 4/17/23	27.04
Vendor 10964 - EVERGY FKA KCP&L Total:				53.33
Vendor: 7513 - HSA BANK				
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	2,354.84
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	187.50
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	125.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	125.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	250.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	562.50
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	187.50
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	312.50
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	1,750.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	625.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	250.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	250.00
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	62.50
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	62.50
HSA BANK	0002770	04/28/2023	HEALTH SAVINGS FOR 3/3/2023 PAYROLL	62.50
Vendor 7513 - HSA BANK Total:				7,167.34

Expense Approval Report

Post Dates: 4/28/2023 - 4/28/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12249 - JIMMY DENTON				
JIMMY DENTON	0002769	04/28/2023	2023 APWA SNOW CONFERENCE REIMBURSEMENT	144.00
Vendor 12249 - JIMMY DENTON Total:				144.00
Vendor: 9900 - KANSAS DEPARTMENT OF REVENUE MISCELLANEOUS TAX				
KANSAS DEPARTMENT OF REV...	0002775	04/28/2023	1ST QTR 2023 WATER PROTECTION FEE	1,364.04
KANSAS DEPARTMENT OF REV...	0002775	04/28/2023	1ST QTR 2023 CLEAN DRINKING WATER FEE	1,278.79
Vendor 9900 - KANSAS DEPARTMENT OF REVENUE MISCELLANEOUS TAX Total:				2,642.83
Vendor: 10784 - LAUREN L. TINBERG				
LAUREN L. TINBERG	LT04222023	04/28/2023	SOCCER OFFICAL - 4 GAMES	68.00
LAUREN L. TINBERG	LT04232023	04/28/2023	SOCCER OFFICAL - 4 GAMES	74.00
Vendor 10784 - LAUREN L. TINBERG Total:				142.00
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0002776	04/28/2023	PAYROLL FOR 4/28/2023	865.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				865.00
Vendor: 12250 - MATT BEETS				
MATT BEETS	0002772	04/28/2023	2023 APWA SNOW CONFERENCE REIMBURSEMENT	144.00
Vendor 12250 - MATT BEETS Total:				144.00
Vendor: 3531 - PERRY & TRENT LLC				
PERRY & TRENT LLC	03309	04/28/2023	MUNICIPAL COURT 2/1/23 - 2/28/23	6,748.00
Vendor 3531 - PERRY & TRENT LLC Total:				6,748.00
Vendor: 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE				
QUALITY SPEAKS, LLC DBA BRO...	7193582	04/28/2023	PD PHONE SERVICE 3/27/23 - 4/27/23	77.03
Vendor 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE Total:				77.03
Vendor: 11283 - STEPHEN GOCELJAK				
STEPHEN GOCELJAK	0002774	04/28/2023	2023 APWA SNOW CONFERENCE REIMBURSEMENT	144.00
Vendor 11283 - STEPHEN GOCELJAK Total:				144.00
Vendor: 11621 - TALIA ROSA PEREZ				
TALIA ROSA PEREZ	TP04232023	04/28/2023	SOCCER OFFICAL - 3 GAMES	58.00
Vendor 11621 - TALIA ROSA PEREZ Total:				58.00
Vendor: 5636 - TILLIE LAPLANTE				
TILLIE LAPLANTE	0002766	04/28/2023	PRIMA CONFERENCE REIMBURSEMENT	458.41
Vendor 5636 - TILLIE LAPLANTE Total:				458.41
Grand Total:				35,462.38



Bonner Springs, KS

Check Register

Packet: APPKT00579 - 5/2/2023 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
12245	A + B DISTRIBUTORS	05/02/2023	Regular	0.00	619.94	150994
11750	AIR CLEANING TECHNOLOGIES, INC	05/02/2023	Regular	0.00	105.00	150995
11917	ALEX MENDEZ	05/02/2023	Regular	0.00	1,000.00	150996
11863	ALL COPY PRODUCTS INC - SUP	05/02/2023	Regular	0.00	162.95	150997
11999	ALL COPY PRODUCTS INC-POSTAGE LE	05/02/2023	Regular	0.00	236.51	150998
10078	AMAZON CAPITAL SERVICES, INC AMA	05/02/2023	Regular	0.00	506.21	150999
6730	AMERICAN RESPONSE VEHICLES INC	05/02/2023	Regular	0.00	712.20	151000
7449	APEX ENVIROTECH, INC.	05/02/2023	Regular	0.00	2,760.00	151001
3303	ASPHALT SALES CO INC	05/02/2023	Regular	0.00	861.84	151002
11698	AT&T 5019	05/02/2023	Regular	0.00	594.52	151003
11711	AV WATER TECHNOLOGIES	05/02/2023	Regular	0.00	87,324.00	151004
11696	BERNIE ELECTRIC	05/02/2023	Regular	0.00	418.00	151005
12165	BLUE CARDINAL CHEMICAL LLC	05/02/2023	Regular	0.00	1,007.36	151006
0117	BOARD OF PUBLIC UTILITIES ATTN: AC	05/02/2023	Regular	0.00	2,034.04	151007
2798	BONNER SPRINGS AUTO REPAIR LLC	05/02/2023	Regular	0.00	133.16	151008
12251	BRYNN CALLAHAN	05/02/2023	Regular	0.00	540.00	151009
11860	CANTEEN REFRESHMENT SERVICES	05/02/2023	Regular	0.00	217.26	151010
11659	CAPITAL ONE/WALMART COMMUNIT	05/02/2023	Regular	0.00	218.41	151011
12254	CASSANDRA DICKERSON	05/02/2023	Regular	0.00	70.00	151012
11793	CHARTER COMMUNICATIONS HOLDING	05/02/2023	Regular	0.00	602.65	151013
10027	CINTAS	05/02/2023	Regular	0.00	449.34	151014
2410	CITY TREASURER KCK	05/02/2023	Regular	0.00	33,484.38	151015
11908	CMRS-FP	05/02/2023	Regular	0.00	800.00	151016
7888	COGENT, INC	05/02/2023	Regular	0.00	4,159.57	151017
0213	COLEMAN EQUIPMENT INC	05/02/2023	Regular	0.00	623.87	151018
5560	COMMERCIAL AQUATIC SVCS INC CAS	05/02/2023	Regular	0.00	131.82	151019
0222	CONRAD FIRE EQUIPMENT INC	05/02/2023	Regular	0.00	441.72	151020
0716	CORE & MAIN LP	05/02/2023	Regular	0.00	3,283.25	151021
12255	COURTNEY WRIGHT	05/02/2023	Regular	0.00	60.00	151022
12256	CYNTHIA BATLINER	05/02/2023	Regular	0.00	52.00	151023
12257	DENNIS CAMERON	05/02/2023	Regular	0.00	215.00	151024
5710	DREXEL TECHNOLOGIES INC	05/02/2023	Regular	0.00	40.25	151025
10964	EVERGY FKA KCP&L	05/02/2023	Regular	0.00	119.69	151026
5516	EXECUTIVE MARKETING PROMOTIONS	05/02/2023	Regular	0.00	1,622.00	151027
4342	FELDMANS	05/02/2023	Regular	0.00	561.78	151028
7225	FORTILINE, INC FORTILINE WATERWO	05/02/2023	Regular	0.00	429.02	151029
10914	FRANK ABART	05/02/2023	Regular	0.00	228.27	151030
2755	FTC EQUIPMENT LLC	05/02/2023	Regular	0.00	2,625.53	151031
1942	GRASS PAD INC	05/02/2023	Regular	0.00	592.40	151032
0021	HACH COMPANY	05/02/2023	Regular	0.00	1,117.90	151033
1089	HAWKINS, INC	05/02/2023	Regular	0.00	6,844.44	151034
4275	HAYNES EQUIPMENT CO INC	05/02/2023	Regular	0.00	7,023.41	151035
7720	IBEC, LLC	05/02/2023	Regular	0.00	60.00	151036
10304	INSTITUTE FOR BUILDING TECHNOLOG	05/02/2023	Regular	0.00	1,950.00	151037
0359	JIMS LOCK & SAFE SERVICE	05/02/2023	Regular	0.00	184.00	151038
2189	KANSAS MUNICIPAL INSURANCE TRU	05/02/2023	Regular	0.00	4,239.00	151039
11632	KASSY LEHMAN	05/02/2023	Regular	0.00	70.00	151040
12258	KAYLEE YATES	05/02/2023	Regular	0.00	70.00	151041
10751	KDOR, OFFICE OF SPECIAL INVESTIGAT	05/02/2023	Regular	0.00	80.00	151042
12247	KERRI NOBREGA	05/02/2023	Regular	0.00	776.62	151043
3003	LAKE OF THE FOREST INC	05/02/2023	Regular	0.00	247.00	151044
10114	LEATHAM FAMILY, LLC	05/02/2023	Regular	0.00	605.00	151045
11619	LESLIE LLOYD HAROLD	05/02/2023	Regular	0.00	3,821.00	151046
1836	LOWE'S CREDIT SERVICES	05/02/2023	Regular	0.00	1,098.23	151047

Check Register

Packet: APPKT00579-5/2/2023 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12259	MARY GOSSAGE	05/02/2023	Regular	0.00	50.00	151048
7587	MCANANY OIL CO., INC.	05/02/2023	Regular	0.00	4,805.87	151049
12260	MELISSA BRIDGES	05/02/2023	Regular	0.00	100.00	151050
12261	MELISSA STIPANCICH	05/02/2023	Regular	0.00	50.00	151051
6137	METRO COURIER INC	05/02/2023	Regular	0.00	22.08	151052
12252	MICHAEL A CLAYTON	05/02/2023	Regular	0.00	2,494.25	151053
3759	MIDWEST BUS SALES INC	05/02/2023	Regular	0.00	3,282.94	151054
8001	MIDWEST PUBLIC RISK	05/02/2023	Regular	0.00	86,930.00	151055
12262	MINDY ADAMS	05/02/2023	Regular	0.00	105.00	151056
6849	MJV-A LLC	05/02/2023	Regular	0.00	171.00	151057
11810	MORIDGE MANUFACTURING, INC	05/02/2023	Regular	0.00	14,098.85	151058
7935	NANCY L. GOSS	05/02/2023	Regular	0.00	85.00	151059
12192	NEW CONCEPT BONNER LLC	05/02/2023	Regular	0.00	2,177.06	151060
5820	OLATHE FORD SALES dba OLATHE FOR	05/02/2023	Regular	0.00	118.66	151061
0947	O'REILLY AUTO STORES INC	05/02/2023	Regular	0.00	410.46	151062
10494	OZARK KENWORTH INC	05/02/2023	Regular	0.00	5,211.26	151063
3393	PACE ANALYTICAL	05/02/2023	Regular	0.00	992.00	151064
12263	PATRICK CONNOLLY	05/02/2023	Regular	0.00	30.00	151065
3531	PERRY & TRENT LLC	05/02/2023	Regular	0.00	597.95	151066
11867	PI MANAGED SERVICES LLC	05/02/2023	Regular	0.00	31.25	151067
10030	QUALITY SPEAKS, LLC DBA BROADVOI	05/02/2023	Regular	0.00	78.26	151068
10641	REDISHRED KANSAS INC PROSHRED SE	05/02/2023	Regular	0.00	56.68	151069
6838	REJIS COMMISSION REGIONAL JUSTICI	05/02/2023	Regular	0.00	582.99	151070
11773	RONALD TILDEN	05/02/2023	Regular	0.00	689.90	151071
11743	SAMSARA INC.	05/02/2023	Regular	0.00	2,160.00	151072
6010	SCHUETZ CONSTRUCTION	05/02/2023	Regular	0.00	51,397.71	151073
11160	SHAWNA KING	05/02/2023	Regular	0.00	50.00	151074
7670	STAPLES CONTRACT & COMMERCIAL S	05/02/2023	Regular	0.00	42.00	151075
12264	STEPHANIE CULLUM	05/02/2023	Regular	0.00	50.00	151076
12265	SUSAN KLAMM	05/02/2023	Regular	0.00	100.00	151077
5375	TG TECHNICAL SERVICES	05/02/2023	Regular	0.00	205.00	151078
10854	THE JATH GROUP, INC	05/02/2023	Regular	0.00	6,677.51	151079
6802	TOTAL ELECTRIC CONTRACTORS INC	05/02/2023	Regular	0.00	538.00	151080
6819	UNIFIRST CORPORATION	05/02/2023	Regular	0.00	275.03	151081
4137	UNIVERSITY OF KS HOSPITAL AUTH	05/02/2023	Regular	0.00	237.00	151082
0915	VERIZON WIRELESS	05/02/2023	Regular	0.00	200.05	151083
1321	WESTLAKE HARDWARE	05/02/2023	Regular	0.00	728.14	151084
	Void	05/02/2023	Regular	0.00	0.00	151085
	Void	05/04/2023	Regular	0.00	0.00	151086
2990	WYANDOTTE CO DISTRICT ATTORNEY	05/02/2023	Regular	0.00	196.80	151087

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	184	92	0.00	364,259.24
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
	184	94	0.00	364,259.24



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 5/2/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12245 - A + B DISTRIBUTORS				
A + B DISTRIBUTORS	586	05/02/2023	VACUUM CLEANER	619.94
Vendor 12245 - A + B DISTRIBUTORS Total:				619.94
Vendor: 11750 - AIR CLEANING TECHNOLOGIES, INC				
AIR CLEANING TECHNOLOGIES, ... 116277		05/02/2023	STATION EXHAUST SYSTEM REPAIR	105.00
Vendor 11750 - AIR CLEANING TECHNOLOGIES, INC Total:				105.00
Vendor: 11917 - ALEX MENDEZ				
ALEX MENDEZ	INV0045	05/02/2023	2ND YEAR SCULPTURE ON THE MOVE STIPEND	1,000.00
Vendor 11917 - ALEX MENDEZ Total:				1,000.00
Vendor: 11863 - ALL COPY PRODUCTS INC - SUP				
ALL COPY PRODUCTS INC - SUP	AR3845760	05/02/2023	INK CARTRIDGE FOR POSTAGE MACHINE	162.95
Vendor 11863 - ALL COPY PRODUCTS INC - SUP Total:				162.95
Vendor: 11999 - ALL COPY PRODUCTS INC-POSTAGE LEASE				
ALL COPY PRODUCTS INC-POST...	33884056	05/02/2023	METER RENTAL 4/14/23 - 5/14/23	236.51
Vendor 11999 - ALL COPY PRODUCTS INC-POSTAGE LEASE Total:				236.51
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES, IN...	16GW-T9R9-1LK4	05/02/2023	COMPUTER MONITOR - J MASTERS	119.99
AMAZON CAPITAL SERVICES, IN...	1746-RH1C-4WQV	05/02/2023	RETURN RAIN PANTS	-26.74
AMAZON CAPITAL SERVICES, IN...	17LH-M3FD-3NWM	05/02/2023	FILE BOXES, STENCILS, PENS, HANGING FILES	116.49
AMAZON CAPITAL SERVICES, IN...	17LH-M3FD-3NWM	05/02/2023	ANTI SLIP PAINT	89.98
AMAZON CAPITAL SERVICES, IN...	1HFL-CV9D-K4NX	05/02/2023	FIRST AID KIT SUPPLIES	11.90
AMAZON CAPITAL SERVICES, IN...	1HTG-4DQJ-1KF3	05/02/2023	DESK ORGANIZER	59.89
AMAZON CAPITAL SERVICES, IN...	1QPY-GW97-7H4V	05/02/2023	FIRE TRUCK BULB	55.73
AMAZON CAPITAL SERVICES, IN...	1VPT-JMFQ-4R19	05/02/2023	SD CARDS FOR CAMERAS	68.99
AMAZON CAPITAL SERVICES, IN...	1Y7F-WX3G-CVNM	05/02/2023	CALENDAR	9.98
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				506.21
Vendor: 6730 - AMERICAN RESPONSE VEHICLES INC				
AMERICAN RESPONSE VEHICLES...	13203	05/02/2023	AMBULANCE REPAIRS 2523	712.20
Vendor 6730 - AMERICAN RESPONSE VEHICLES INC Total:				712.20
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03.001	05/02/2023	CSM SAMPLING - MAR 2023	2,760.00
Vendor 7449 - APEX ENVIROTECH, INC. Total:				2,760.00
Vendor: 3303 - ASPHALT SALES CO INC				
ASPHALT SALES CO INC	151938	05/02/2023	ASPHALT - POTHOLE PATCHING	861.84
Vendor 3303 - ASPHALT SALES CO INC Total:				861.84
Vendor: 11698 - AT&T 5019				
AT&T 5019	61505707707	05/02/2023	MONTHLY FIBER OPTICS SERVICE 4/11/23 - 5/10/23	198.18
AT&T 5019	61505707707	05/02/2023	MONTHLY FIBER OPTICS SERVICE 4/11/23 - 5/10/23	198.17
AT&T 5019	61505707707	05/02/2023	MONTHLY FIBER OPTICS SERVICE 4/11/23 - 5/10/23	198.17
Vendor 11698 - AT&T 5019 Total:				594.52
Vendor: 11711 - AV WATER TECHNOLOGIES				
AV WATER TECHNOLOGIES	0010784	05/02/2023	5/8" meter	76,800.00
AV WATER TECHNOLOGIES	0010789	05/02/2023	5/8" meter	4,608.00

Expense Approval Report

Post Dates: 5/2/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AV WATER TECHNOLOGIES	0010818	05/02/2023	3" meter	5,916.00
Vendor 11711 - AV WATER TECHNOLOGIES Total:				87,324.00
Vendor: 11696 - BERNIE ELECTRIC				
BERNIE ELECTRIC	5100096288.001	05/02/2023	LED LIGHT BULBS	418.00
Vendor 11696 - BERNIE ELECTRIC Total:				418.00
Vendor: 12165 - BLUE CARDINAL CHEMICAL LLC				
BLUE CARDINAL CHEMICAL LLC	8256	05/02/2023	SEWER LINE MAINTAINER	288.27
BLUE CARDINAL CHEMICAL LLC	8338	05/02/2023	FLEET MAINT CLEANING SUPPLIES	719.09
Vendor 12165 - BLUE CARDINAL CHEMICAL LLC Total:				1,007.36
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
BOARD OF PUBLIC UTILITIES AT...	0002777	05/02/2023	WATER USAGE 3/3/23 - 4/3/23	2,034.04
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				2,034.04
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPAIR...	23745	05/02/2023	OIL/FILTER CHANGE; CHECK BELTS/HOSES/TIRES	133.16
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:				133.16
Vendor: 12251 - BRYNN CALLAHAN				
BRYNN CALLAHAN	50682779	05/02/2023	REFUND WEEK 5 SUMMER CAMP	540.00
Vendor 12251 - BRYNN CALLAHAN Total:				540.00
Vendor: 11860 - CANTEEN REFRESHMENT SERVICES				
CANTEEN REFRESHMENT SERVI...	MCI20702	05/02/2023	COFFEE/SUGAR/CREAMER	108.63
CANTEEN REFRESHMENT SERVI...	MCI20702	05/02/2023	COFFEE/SUGAR/CREAMER	108.63
Vendor 11860 - CANTEEN REFRESHMENT SERVICES Total:				217.26
Vendor: 11659 - CAPITAL ONE/WALMART COMMUNITY CARD				
CAPITAL ONE/WALMART COM...	0002784	05/02/2023	HOT CHOCOLATE/AERSOL FOR BATHROOMS	19.85
CAPITAL ONE/WALMART COM...	0002784	05/02/2023	HOT CHOCOLATE/AERSOL FOR BATHROOMS	19.85
CAPITAL ONE/WALMART COM...	0002785	05/02/2023	CLEANING SUPPLIES	79.05
CAPITAL ONE/WALMART COM...	0002786	05/02/2023	TAPE DISPENSER	5.24
CAPITAL ONE/WALMART COM...	0002786	05/02/2023	BAGS FOR EASTER EGG HUNT	2.28
CAPITAL ONE/WALMART COM...	0002787	05/02/2023	STORAGE BOX	26.76
CAPITAL ONE/WALMART COM...	0002788	05/02/2023	SD CARDS FOR CAMERAS	13.96
CAPITAL ONE/WALMART COM...	0002789	05/02/2023	STATION SUPPLIES	51.42
Vendor 11659 - CAPITAL ONE/WALMART COMMUNITY CARD Total:				218.41
Vendor: 12254 - CASSANDRA DICKERSON				
CASSANDRA DICKERSON	51635634	05/02/2023	REFUND - SEASON CANCELED	70.00
Vendor 12254 - CASSANDRA DICKERSON Total:				70.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC				
CHARTER COMMUNICATIONS HO...	0097893041423	05/02/2023	STATION INTERNET SERVICES 4/14/23 - 5/13/23	272.67
CHARTER COMMUNICATIONS HO...	0100622041723	05/02/2023	PD INTERNET 4/17/23 - 5/16/23	329.98
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				602.65
Vendor: 10027 - CINTAS				
CINTAS	4152934811	05/02/2023	JANITORIAL SUPPLIES	224.67
CINTAS	4153659692	05/02/2023	JANITORIAL SUPPLIES	224.67
Vendor 10027 - CINTAS Total:				449.34
Vendor: 2410 - CITY TREASURER KCK				
CITY TREASURER KCK	0002794	05/02/2023	REFUSE/TRASH COLLECTION FOR 2023	33,484.38
Vendor 2410 - CITY TREASURER KCK Total:				33,484.38
Vendor: 11908 - CMRS-FP				
CMRS-FP	0002797	05/02/2023	POSTAGE FOR METER	800.00
Vendor 11908 - CMRS-FP Total:				800.00

Expense Approval Report

Post Dates: 5/2/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7888 - COGENT, INC				
COGENT, INC	5561862	05/02/2023	LS #1 MOTOR	4,159.57
Vendor 7888 - COGENT, INC Total:				4,159.57
Vendor: 0213 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	30539	05/02/2023	UNIT 58	373.49
COLEMAN EQUIPMENT INC	30540	05/02/2023	UNIT 59	250.38
Vendor 0213 - COLEMAN EQUIPMENT INC Total:				623.87
Vendor: 5560 - COMMERCIAL AQUATIC SVCS INC CAS				
COMMERCIAL AQUATIC SVCS I...	46070-1	05/02/2023	VALVES/DUCKBILLS/PUMP ENDS	131.82
Vendor 5560 - COMMERCIAL AQUATIC SVCS INC CAS Total:				131.82
Vendor: 0222 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	566837	05/02/2023	DOOR SENSOR REPAIR 2510	441.72
Vendor 0222 - CONRAD FIRE EQUIPMENT INC Total:				441.72
Vendor: 0716 - CORE & MAIN LP				
CORE & MAIN LP	S642159	05/02/2023	DIST MAINT PARTS	166.84
CORE & MAIN LP	S642308	05/02/2023	10 - 5/8" METERS	1,509.20
CORE & MAIN LP	S675916	05/02/2023	2 - HYMAX FLIP COUPLINGS	1,137.50
CORE & MAIN LP	S687363	05/02/2023	DIST MAINT PARTS	469.71
Vendor 0716 - CORE & MAIN LP Total:				3,283.25
Vendor: 12255 - COURTNEY WRIGHT				
COURTNEY WRIGHT	51800067	05/02/2023	REFUND - GIRLS SOFTBALL	60.00
Vendor 12255 - COURTNEY WRIGHT Total:				60.00
Vendor: 12256 - CYNTHIA BATLINER				
CYNTHIA BATLINER	52008682	05/02/2023	REFUND - SWIM LESSON DOUBLE ENROLLMENT	52.00
Vendor 12256 - CYNTHIA BATLINER Total:				52.00
Vendor: 12257 - DENNIS CAMERON				
DENNIS CAMERON	0002779	05/02/2023	REFUND OPENING/CLOSING FEE	215.00
Vendor 12257 - DENNIS CAMERON Total:				215.00
Vendor: 5710 - DREXEL TECHNOLOGIES INC				
DREXEL TECHNOLOGIES INC	INV104232	05/02/2023	POSTING FOR 2023 RESURFACING PROJECT	40.25
Vendor 5710 - DREXEL TECHNOLOGIES INC Total:				40.25
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0002780	05/02/2023	12730 STATE 3/19/23 - 4/17/23	99.89
EVERGY FKA KCP&L	0002781	05/02/2023	949 N 142ND ST	19.80
Vendor 10964 - EVERGY FKA KCP&L Total:				119.69
Vendor: 5516 - EXECUTIVE MARKETING PROMOTIONS				
EXECUTIVE MARKETING PROM...	84815	05/02/2023	SOCCER UNIFORMS	1,622.00
Vendor 5516 - EXECUTIVE MARKETING PROMOTIONS Total:				1,622.00
Vendor: 4342 - FELDMANS				
FELDMANS	322928	05/02/2023	GRASS SEED/CHAINSAW OIL/2 CYCLE OIL/TRIMMER LINE	444.86
FELDMANS	323012	05/02/2023	MUD BOOTS - ESCOBAR	24.99
FELDMANS	323013	05/02/2023	METAL CUT WHEEL - VID #528	14.94
FELDMANS	I56027	05/02/2023	DOG FOOD	76.99
Vendor 4342 - FELDMANS Total:				561.78
Vendor: 7225 - FORTILINE, INC FORTILINE WATERWORKS				
FORTILINE, INC FORTILINE WAT...	6037558	05/02/2023	STRONG BACK COUPLINGS FOR MH REPLACEMENT 132ND&KS	429.02
Vendor 7225 - FORTILINE, INC FORTILINE WATERWORKS Total:				429.02

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10914 - FRANK ABART				
FRANK ABART	0002782	05/02/2023	PRIMA CONFERENCE REIMBURSEMENT	228.27
Vendor 10914 - FRANK ABART Total:				228.27
Vendor: 2755 - FTC EQUIPMENT LLC				
FTC EQUIPMENT LLC	16124	05/02/2023	PUMP INSTALL/MODIFICATION/FUSE REPLACEMENT	2,625.53
Vendor 2755 - FTC EQUIPMENT LLC Total:				2,625.53
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	541778	05/02/2023	MEMORIAL TREE - NORMAN MAIER	134.95
GRASS PAD INC	541912	05/02/2023	269.90	269.90
GRASS PAD INC	541926	05/02/2023	TOP SOIL - DIST MAINT	91.80
GRASS PAD INC	541968	05/02/2023	TOP SOIL - DIST MAIN	45.90
GRASS PAD INC	541975	05/02/2023	GRASS SEED & TOP SOIL	49.85
Vendor 1942 - GRASS PAD INC Total:				592.40
Vendor: 0021 - HACH COMPANY				
HACH COMPANY	13492988	05/02/2023	POCKET COLORIMETER	697.95
HACH COMPANY	13530801	05/02/2023	PH GEL-FILLED PROBE - WTP	419.95
Vendor 0021 - HACH COMPANY Total:				1,117.90
Vendor: 1089 - HAWKINS, INC				
HAWKINS, INC	6448052	05/02/2023	CHLORINE CYLINDER RENTAL - WTP	130.00
HAWKINS, INC	6449138	05/02/2023	2 REBUILD KITS FOR CHEMICAL PUMPS - WTP	1,325.61
HAWKINS, INC	6455554	05/02/2023	200 GALS CORROSION INHIBITOR - WTP	4,901.62
HAWKINS, INC	6455557	05/02/2023	20 GALS CORRISION INHIBITOR	487.21
Vendor 1089 - HAWKINS, INC Total:				6,844.44
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
HAYNES EQUIPMENT CO INC	28378E	05/02/2023	Complete grinder pump replacement unit	5,427.66
HAYNES EQUIPMENT CO INC	28389E	05/02/2023	REPAIR GRINDER PUMP - 13663 BARBER AVE	733.53
HAYNES EQUIPMENT CO INC	28393E	05/02/2023	REPAIR GRINDER PUMP - 13046 SWARTZ	862.22
Vendor 4275 - HAYNES EQUIPMENT CO INC Total:				7,023.41
Vendor: 7720 - IBEC, LLC				
IBEC, LLC	7719250	05/02/2023	SECURITY MONITORING	60.00
Vendor 7720 - IBEC, LLC Total:				60.00
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TECH...	R730-BK1-0323	05/02/2023	INSPECTION/PLAN REVIEW FEES FOR MARCH	1,950.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				1,950.00
Vendor: 0359 - JIMS LOCK & SAFE SERVICE				
JIMS LOCK & SAFE SERVICE	114728	05/02/2023	LOCK REPLACEMENT AT POOL CONCESSION STAND	184.00
Vendor 0359 - JIMS LOCK & SAFE SERVICE Total:				184.00
Vendor: 2189 - KANSAS MUNICIPAL INSURANCE TRU				
KANSAS MUNICIPAL INSURANCE..	13-2980	05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-6.00
KANSAS MUNICIPAL INSURANCE..	13-2980	05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-7.00
KANSAS MUNICIPAL INSURANCE..	13-2980	05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-34.00
KANSAS MUNICIPAL INSURANCE..	13-2980	05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-2,364.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	6,080.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-7.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	596.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-4,066.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	3,480.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	1,788.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-468.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-87.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-11.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	493.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-5.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-744.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-219.00
KANSAS MUNICIPAL INSURANCE..13-2980		05/02/2023	ADDITIONAL WC PREMIUM PER 2022 AUDIT	-180.00
Vendor 2189 - KANSAS MUNICIPAL INSURANCE TRU Total:				4,239.00
Vendor: 11632 - KASSY LEHMAN				
KASSY LEHMAN	50348562	05/02/2023	REFUND - SEASON CANCELED	70.00
Vendor 11632 - KASSY LEHMAN Total:				70.00
Vendor: 12258 - KAYLEE YATES				
KAYLEE YATES	51767724	05/02/2023	REFUND - GIRLS SOFTBALL	70.00
Vendor 12258 - KAYLEE YATES Total:				70.00
Vendor: 10751 - KDOR, OFFICE OF SPECIAL INVESTIGATION				
KDOR, OFFICE OF SPECIAL INVE...	23-297	05/02/2023	VEHICLE REGISTRATION	80.00
Vendor 10751 - KDOR, OFFICE OF SPECIAL INVESTIGATION Total:				80.00
Vendor: 12247 - KERRI NOBREGA				
KERRI NOBREGA	1706190	05/02/2023	DUTY SHIRTS	776.62
Vendor 12247 - KERRI NOBREGA Total:				776.62
Vendor: 3003 - LAKE OF THE FOREST INC				
LAKE OF THE FOREST INC	0002795	05/02/2023	LAKE OF THE FOREST-REFUSE PAYMENT	247.00
Vendor 3003 - LAKE OF THE FOREST INC Total:				247.00
Vendor: 10114 - LEATHAM FAMILY, LLC				
LEATHAM FAMILY, LLC	0461371	05/02/2023	SGT./OFFICER BADGES	605.00
Vendor 10114 - LEATHAM FAMILY, LLC Total:				605.00
Vendor: 11619 - LESLIE LLOYD HAROLD				
LESLIE LLOYD HAROLD	1756	05/02/2023	INSTALL RADAR LEVEL SENSOR IN EFFLUENT CHANNEL	3,821.00
Vendor 11619 - LESLIE LLOYD HAROLD Total:				3,821.00
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	04038	05/02/2023	LUMBER FOR SOUTH PARK PICNIC TABLE REPAIR	26.18
LOWE'S CREDIT SERVICES	04696	05/02/2023	ELECTRICAL SUPPLIES FOR CEMETERY BLDG	161.79
LOWE'S CREDIT SERVICES	3292	05/02/2023	STORAGE CABINETS FOR COMM CENT SUMMER CAMP	759.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
LOWE'S CREDIT SERVICES	4231	05/02/2023	SUPPLIES FOR AIR COMPRESSOR DRAIN/HOSE REAL - PD	12.87
LOWE'S CREDIT SERVICES	4231	05/02/2023	LIGHT BULBS FOR LIBRARY	42.74
LOWE'S CREDIT SERVICES	4638	05/02/2023	ELECTRICAL SUPPLIES FOR CEMETERY BLDG	10.78
LOWE'S CREDIT SERVICES	4980	05/02/2023	CAULK - SUNFLOWER ROOM DANCE FLOOR	34.14
LOWE'S CREDIT SERVICES	61309	05/02/2023	ELECTRICAL SUPPLIES FOR CEMETERY BLDG	49.75
Vendor 1836 - LOWE'S CREDIT SERVICES Total:				1,098.23
Vendor: 12259 - MARY GOSSAGE				
MARY GOSSAGE	51688348	05/02/2023	REFUND - GIRLS SOFTBALL	50.00
Vendor 12259 - MARY GOSSAGE Total:				50.00
Vendor: 7587 - MCANANY OIL CO., INC.				
MCANANY OIL CO., INC.	10991	05/02/2023	DIESEL - FUEL TANKS	4,805.87
Vendor 7587 - MCANANY OIL CO., INC. Total:				4,805.87
Vendor: 12260 - MELISSA BRIDGES				
MELISSA BRIDGES	49702261	05/02/2023	REFUND DEPOSIT SUNFLOWER ROOM 4/22/23	100.00
Vendor 12260 - MELISSA BRIDGES Total:				100.00
Vendor: 12261 - MELISSA STIPANCICH				
MELISSA STIPANCICH	51671142	05/02/2023	REFUND - QUINN STIPANCICH	50.00
Vendor 12261 - MELISSA STIPANCICH Total:				50.00
Vendor: 6137 - METRO COURIER INC				
METRO COURIER INC	31575	05/02/2023	SAMPLE DELIVERIES 4/11/23	22.08
Vendor 6137 - METRO COURIER INC Total:				22.08
Vendor: 12252 - MICHAEL A CLAYTON				
MICHAEL A CLAYTON	301-23	05/02/2023	VEHICLE REPAIRS/SERVICE/PM	581.75
MICHAEL A CLAYTON	302-23	05/02/2023	VEHICLE REPAIRS/SERVICE/PM	661.75
MICHAEL A CLAYTON	303-23	05/02/2023	VEHICLE REPAIRS/SERVICE/PM	427.50
MICHAEL A CLAYTON	304-23	05/02/2023	VEHICLE REPAIRS/SERVICE/PM	418.25
MICHAEL A CLAYTON	305-23	05/02/2023	VEHICLE REPAIRS/SERVICE/PM	260.00
MICHAEL A CLAYTON	306-23	05/02/2023	VEHICLE REPAIRS/SERVICE/PM	145.00
Vendor 12252 - MICHAEL A CLAYTON Total:				2,494.25
Vendor: 3759 - MIDWEST BUS SALES INC				
MIDWEST BUS SALES INC	R01002595601	05/02/2023	#112 - REPLACE DOOR MOTOR	2,706.80
MIDWEST BUS SALES INC	R01002610801	05/02/2023	#112 - REPAIR LIFT	576.14
Vendor 3759 - MIDWEST BUS SALES INC Total:				3,282.94
Vendor: 8001 - MIDWEST PUBLIC RISK				
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	1,530.00
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	11,237.36
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	998.74
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	135.60
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	4,466.45
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	1,336.20
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	1,317.20
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	6,717.35
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	8,882.28
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	1,968.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	2,040.00
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	24,933.41
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	6,898.33
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	4,518.31
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	4,518.31
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	698.60
MIDWEST PUBLIC RISK	0002783	05/02/2023	MAY HEALTH, DENTAL & VISION INSURANCE	4,733.26
Vendor 8001 - MIDWEST PUBLIC RISK Total:				86,930.00
Vendor: 12262 - MINDY ADAMS				
MINDY ADAMS	51564054	05/02/2023	BALANCE DUE OF NP RENTAL 5/7/23	-30.00
MINDY ADAMS	51564054	05/02/2023	REFUND WEEK 6 OF SUMMER CAMP	135.00
Vendor 12262 - MINDY ADAMS Total:				105.00
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	231618-033123	05/02/2023	UNIFORM CLEANING	171.00
Vendor 6849 - MJV-A LLC Total:				171.00
Vendor: 11810 - MORIDGE MANUFACTURING, INC				
MORIDGE MANUFACTURING, I...	803659	05/02/2023	2023 Grasshopper 725DT mower	14,098.85
Vendor 11810 - MORIDGE MANUFACTURING, INC Total:				14,098.85
Vendor: 7935 - NANCY L. GOSS				
NANCY L. GOSS	041923	05/02/2023	RODENT BOX BAIT FOR AQUATIC PARK	85.00
Vendor 7935 - NANCY L. GOSS Total:				85.00
Vendor: 12192 - NEW CONCEPT BONNER LLC				
NEW CONCEPT BONNER LLC	1455	05/02/2023	UNIT 49	1,527.30
NEW CONCEPT BONNER LLC	1545	05/02/2023	UNIT 72	313.79
NEW CONCEPT BONNER LLC	1566	05/02/2023	UNIT 70	335.97
Vendor 12192 - NEW CONCEPT BONNER LLC Total:				2,177.06
Vendor: 5820 - OLATHE FORD SALES dba OLATHE FORD LINCOLN				
OLATHE FORD SALES dba OLAT...	175207	05/02/2023	UNIT 68	118.66
Vendor 5820 - OLATHE FORD SALES dba OLATHE FORD LINCOLN Total:				118.66
Vendor: 0947 - O'REILLY AUTO STORES INC				
O'REILLY AUTO STORES INC	0264-221538	05/02/2023	UNIT 73	20.98
O'REILLY AUTO STORES INC	0264-221685	05/02/2023	BATTERY FOR PARKS & REC BUS	99.07
O'REILLY AUTO STORES INC	0264-222899	05/02/2023	WIPER FLUID/OIL/FUNNEL VID# 521	23.56
O'REILLY AUTO STORES INC	0264-224359	05/02/2023	WIPER BLADES/TAR REMOVER VID #575	30.89
O'REILLY AUTO STORES INC	0264-225072	05/02/2023	GREASE/GREASE HOSE/ GREASE GUN	62.47
O'REILLY AUTO STORES INC	0264-225353	05/02/2023	RETURN AIR CHUCK	-13.59
O'REILLY AUTO STORES INC	0264-225354	05/02/2023	WIPER BLADES BID #519	40.78
O'REILLY AUTO STORES INC	0264-225404	05/02/2023	GREASE/WIPER FLUID/WIPER BLADES/MISC CLEANER	146.30
Vendor 0947 - O'REILLY AUTO STORES INC Total:				410.46
Vendor: 10494 - OZARK KENWORTH INC				
OZARK KENWORTH INC	R03003700007918	05/02/2023	ENGINE BRAKE REPAIR 2531	5,211.26
Vendor 10494 - OZARK KENWORTH INC Total:				5,211.26
Vendor: 3393 - PACE ANALYTICAL				
PACE ANALYTICAL	2360181493	05/02/2023	MONTHLY WTPP SAMPLES	250.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PACE ANALYTICAL	2360181919	05/02/2023	MONTHLY WTP SAMPLES	250.00
PACE ANALYTICAL	2360182132	05/02/2023	MONTHLY WTP SAMPLES	492.00
Vendor 3393 - PACE ANALYTICAL Total:				992.00
Vendor: 12263 - PATRICK CONNOLLY				
PATRICK CONNOLLY	120966	05/02/2023	OVERPAYMENT OF FINES	30.00
Vendor 12263 - PATRICK CONNOLLY Total:				30.00
Vendor: 3531 - PERRY & TRENT LLC				
PERRY & TRENT LLC	03407	05/02/2023	LEGAL PROFESSIONAL SERVICES 3/1/23 - 3/31/23	597.95
Vendor 3531 - PERRY & TRENT LLC Total:				597.95
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	INV0013087	05/02/2023	SECURITY EVAL	31.25
Vendor 11867 - PI MANAGED SERVICES LLC Total:				31.25
Vendor: 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE				
QUALITY SPEAKS, LLC DBA BRO...	7215041	05/02/2023	PHONE BILL 4/27/23 - 5/24/23	77.03
QUALITY SPEAKS, LLC DBA BRO...	7215041	05/02/2023	LATE FEE FROM INVOICE 7193582	1.23
Vendor 10030 - QUALITY SPEAKS, LLC DBA BROADVOICE Total:				78.26
Vendor: 10641 - REDISHRED KANSAS INC PROSHRED SECURITY				
REDISHRED KANSAS INC PROSH...	1144503	05/02/2023	SHREDDING SERVICES	56.68
Vendor 10641 - REDISHRED KANSAS INC PROSHRED SECURITY Total:				56.68
Vendor: 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION				
REJIS COMMISSION REGIONAL ...	506435	05/02/2023	MAIN AND SUPPORT - IMDSPLUS	582.99
Vendor 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION Total:				582.99
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	106489	05/02/2023	UNIT 69	69.95
RONALD TILDEN	106580	05/02/2023	UNIT 67	550.00
RONALD TILDEN	106597	05/02/2023	UNIT 50	69.95
Vendor 11773 - RONALD TILDEN Total:				689.90
Vendor: 11743 - SAMSARA INC.				
SAMSARA INC.	31051955074942	05/02/2023	VEHICLE GPS/GATEWAY UNITS	720.00
SAMSARA INC.	31051955074942	05/02/2023	VEHICLE GPS/GATEWAY UNITS	720.00
SAMSARA INC.	31051955074942	05/02/2023	VEHICLE GPS/GATEWAY UNITS	720.00
Vendor 11743 - SAMSARA INC. Total:				2,160.00
Vendor: 6010 - SCHUETZ CONSTRUCTION				
SCHUETZ CONSTRUCTION	4566	05/02/2023	Remove and replace sewer manhole #S784	7,416.00
SCHUETZ CONSTRUCTION	4567	05/02/2023	ADDITIONAL MATERIALS - MH REPLACEMENT 132ND & KS	1,121.71
SCHUETZ CONSTRUCTION	4568	05/02/2023	REPAIR MH #256 FRAME/COVER S. NECONI	4,300.00
SCHUETZ CONSTRUCTION	4570	05/02/2023	Replace stormwater structure at Pratt and Park	18,760.00
SCHUETZ CONSTRUCTION	4572	05/02/2023	WWTP - remove old Aerator and install new Aerator	14,200.00
SCHUETZ CONSTRUCTION	4573	05/02/2023	Remove old grinder station and install new	5,600.00
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				51,397.71
Vendor: 11160 - SHAWNA KING				
SHAWNA KING	51381958	05/02/2023	REFUND - TAYLOR KING SEASONED CANCELLED	50.00
Vendor 11160 - SHAWNA KING Total:				50.00
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE				
STAPLES CONTRACT & COMME...	8069946785	05/02/2023	EXTENSION CORD	29.99
STAPLES CONTRACT & COMME...	8069946785	05/02/2023	STICKY NOTES	6.01
STAPLES CONTRACT & COMME...	8069946785	05/02/2023	STICKY NOTES	6.00
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE Total:				42.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12264 - STEPHANIE CULLUM				
STEPHANIE CULLUM	51727680	05/02/2023	REFUND - ELIZABETH CULLUM SEASON CANCELLED	50.00
Vendor 12264 - STEPHANIE CULLUM Total:				50.00
Vendor: 12265 - SUSAN KLAMM				
SUSAN KLAMM	49273215	05/02/2023	REFUND DEPOSIT HONEYBEE ROOM 4/22/23	100.00
Vendor 12265 - SUSAN KLAMM Total:				100.00
Vendor: 5375 - TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	01865	05/02/2023	QUARTERLY CALIBRATION OF GAS MONITOR - WWTP	205.00
Vendor 5375 - TG TECHNICAL SERVICES Total:				205.00
Vendor: 10854 - THE JATH GROUP, INC				
THE JATH GROUP, INC	71716	05/02/2023	PD CLEANING SERVICE FEE 3/1/23 - 3/31/23	1,155.00
THE JATH GROUP, INC	72588	05/02/2023	JANITORIAL SERVICE - COMM CEN 4/1/23 - 4/30/23	1,480.00
THE JATH GROUP, INC	73471	05/02/2023	JANITORIAL SERVICE - COMM CEN 5/1/23 - 5/31/23	1,480.00
THE JATH GROUP, INC	73472	05/02/2023	JANITORIAL CLEANING - LIONS PARK MAY 2023	660.00
THE JATH GROUP, INC	73474	05/02/2023	JANITORIAL CLEANING - PW MAY 2023	148.34
THE JATH GROUP, INC	73474	05/02/2023	JANITORIAL CLEANING - PW MAY 2023	148.33
THE JATH GROUP, INC	73474	05/02/2023	JANITORIAL CLEANING - PW MAY 2023	148.33
THE JATH GROUP, INC	73475	05/02/2023	PD CLEANING SERVICES 5/1/23 - 5/31/23	1,195.00
THE JATH GROUP, INC	S-12649	05/02/2023	PD CLEANING SUPPLIES	262.51
Vendor 10854 - THE JATH GROUP, INC Total:				6,677.51
Vendor: 6802 - TOTAL ELECTRIC CONTRACTORS INC				
TOTAL ELECTRIC CONTRACTORS ..12842		05/02/2023	REPAIR TRAFFIC SIGNAL AT FRONT ST & K7	315.00
TOTAL ELECTRIC CONTRACTORS ..12882		05/02/2023	REPAIR TRAFFIC SIGNAL AT K7 & CANAAN CENTER DR	223.00
Vendor 6802 - TOTAL ELECTRIC CONTRACTORS INC Total:				538.00
Vendor: 6819 - UNIFIRST CORPORATION				
UNIFIRST CORPORATION	3281029161	05/02/2023	BLDG MAINT/RESTROOM SUPPLIES - WWTP	74.97
UNIFIRST CORPORATION	3281029162	05/02/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	42.73
UNIFIRST CORPORATION	3281029162	05/02/2023	UNIFORM RENTALS	65.33
UNIFIRST CORPORATION	3281029162	05/02/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	42.72
UNIFIRST CORPORATION	3281029162	05/02/2023	UNIFORM RENTALS	49.28
Vendor 6819 - UNIFIRST CORPORATION Total:				275.03
Vendor: 4137 - UNIVERSITY OF KS HOSPITAL AUTH				
UNIVERSITY OF KS HOSPITAL A... 00319264-00		05/02/2023	PX RESPIRATOR PHYISCAL/SPIROMETRY - T MUNIZ	115.00
UNIVERSITY OF KS HOSPITAL A... 00319365-00		05/02/2023	PX - POST OFFER PHYSICAL - P FUIMAONO	61.00
UNIVERSITY OF KS HOSPITAL A... 00319365-00		05/02/2023	PX - POST OFFER PHYSICAL - R HATFIELD	61.00
Vendor 4137 - UNIVERSITY OF KS HOSPITAL AUTH Total:				237.00
Vendor: 0915 - VERIZON WIRELESS				
VERIZON WIRELESS	9932109799	05/02/2023	MONTHLY CHG/LIFT STATIONS COMM 3/10/23 - 4/9/23	200.05
Vendor 0915 - VERIZON WIRELESS Total:				200.05

Expense Approval Report

Post Dates: 5/2/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14004905	05/02/2023	MISC SUPPLIES FOR SUMMER CAMP ART ROOM	27.57
WESTLAKE HARDWARE	14004913	05/02/2023	MISC SUPPLIES FOR SUMMER CAMP ART ROOM	48.96
WESTLAKE HARDWARE	14004914	05/02/2023	MISC SUPPLIES FOR SUMMER CAMP ART ROOM	19.58
WESTLAKE HARDWARE	14004916	05/02/2023	ACO SUPPLIES	29.94
WESTLAKE HARDWARE	14004931	05/02/2023	LOCK NUTS/SAWZAL BLADE - PW SHOP	28.48
WESTLAKE HARDWARE	14004935	05/02/2023	RANGE SUPPLIES	24.98
WESTLAKE HARDWARE	14004959	05/02/2023	NEW KEYS FOR CITY HALL CLOSETS	11.96
WESTLAKE HARDWARE	14004960	05/02/2023	DUPLICATE KEYS FOR NORTH PARK RESTROOMS	20.33
WESTLAKE HARDWARE	14004962	05/02/2023	MISC SUPPLIES FOR BRINE MIXER WATER HOOKUP	19.98
WESTLAKE HARDWARE	14004964	05/02/2023	RAIN GUAGE/SPARE KEYS - PARKS MAINT	27.93
WESTLAKE HARDWARE	14004975	05/02/2023	ZIP TIES FOR SOCCER NETS	17.29
WESTLAKE HARDWARE	14004991	05/02/2023	FASTENERS	19.29
WESTLAKE HARDWARE	14004994	05/02/2023	SUMP PUMP - WTP	206.58
WESTLAKE HARDWARE	14005007	05/02/2023	UTILITY TOTES	59.96
WESTLAKE HARDWARE	14005015	05/02/2023	STATION SUPPLIES	54.97
WESTLAKE HARDWARE	14005030	05/02/2023	GLOVES/TOOLS/DRILL BIT FOR DRAIN REMOVAL	46.96
WESTLAKE HARDWARE	14005067	05/02/2023	POWER CORD	19.99
WESTLAKE HARDWARE	14007942	05/02/2023	FASTENERS	10.40
WESTLAKE HARDWARE	141005011	05/02/2023	STATION SUPPLIES - WEED CONTROL	32.99
Vendor 1321 - WESTLAKE HARDWARE Total:				728.14
Vendor: 2990 - WYANDOTTE CO DISTRICT ATTORNEY				
WYANDOTTE CO DISTRICT ATT...	2022-8915	05/02/2023	FEE FOR ASSET FORFEITURE ON 22CV000633	196.80
Vendor 2990 - WYANDOTTE CO DISTRICT ATTORNEY Total:				196.80
Grand Total:				364,259.24



Bonner Springs, KS

Refund Check Register

Refund Check Detail

UBPKT01583 - Refunds 05 UBPKT01581 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-12388-19	Creative Real Estate Solutions LLC	5/2/2023	151088	138.90			138.90	Generated From Billing
04-14820-14	Skeggs, Gregory Anthony	5/2/2023	151089	14.70			14.70	Generated From Billing
	VOID CHECK		151090	0.00				
05-15066-14	Jecha, Daniel J	5/2/2023	151091	49.04			49.04	Generated From Billing
Total Refunds: 4			Total Refunded Amount:	202.64				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	202.64
Revenue Total:	202.64

General Ledger Distribution

Posting Date: 05/02/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	430 - Water Treat & Distribu			
	430-000-000-011999	Claim On Cash	-202.64	Yes
	430-000-000-021205	Unapplied Utility Credits	202.64	
	430 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-000-011100	Cash In Bank	-202.64	
	999-000-000-021500	Due To Other Funds	202.64	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Mark Lee

Subject: Public Hearing and Condemnation Resolution - 820 N. Nettleton

Recommendation: The Assistant City Manager, Community Development Director, and City Attorney's Office recommend Council hold the hearing and adopt a resolution based on the findings of the hearing.

Action: 1. Make a motion to open the hearing. Hear comments and close the hearing.
2. Make a motion to adopt a resolution based on the findings of the hearing.

Background: There are several vacant structures on this parcel. This address has a building fronting Nettleton and a duplex and accessory buildings on the Metropolitan Avenue side of the property. They have been vacant for several years. None of the buildings meet zoning regulations or building code standards.

Discussion: As the property has sat empty, the structure has fallen into further disrepair and suffers from several code deficiencies. The building is of masonry construction with a wood frame addition on the west side. The original use of the building is unknown but it appears to have been built as a mercantile building of some type. Observation into the building is limited by significant vegetation growth, terrain, partially boarded windows, and the use of glass blocks in the place of plate glass on the east side. The southwest corner and west side of the building has trees, brush, and undergrowth in direct contact with the building. This growth is uncontained and not maintained as part of the landscaping around the building.

There are no active utility connections. The inactive gas service connection is on the south wall of the building. The building has two inactive electric meter boxes and weather heads on the north side of the building. These have been damaged, pulled loose from the building and should be removed as they are not able to be used in the future.

The column on the northeast corner of the building is failing and has pulled away from the rest of the building. This column no longer supports the lintel above the store front window in the east wall. The mortar between the bricks above the lintel have failed and the bricks are falling to the ground. This has created a hazardous condition for anyone that would happen to walk past this corner of the building. The issues of the unsecured entry points and the failing bricks and blocks were noted in nuisance code violation notices and administrative citations. The windows and doors have been boarded and some of the bricks tuck-pointed. The block foundation is still failing on several sides of the building. Large openings remain in the foundation that are large enough to enter which poses a danger should anyone trespass into the foundation area under the building.

The wood frame addition on the west side of the building sets on tall slender concrete block columns. The columns have failed and no longer support the addition. The addition and the columns should be removed.

The condition of the roof is unknown. The owner has begun tearing off the addition at the rear

of the building and piling materials on-site.

The building meets the definition of an unsafe or Dangerous Structure per Kansas Revised Statute 12-1750:

(d) Blighting influence which states: (d) "Blighting influence" means conditions in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents of the municipality or which have an adverse impact on properties in the area. Such conditions may include, but are not limited to, the following: Defects increasing the hazards of fire, accident, or other calamities; air pollution; light or sanitary facilities; dilapidation; disrepair; structural defects; uncleanness; dead and dying trees, limbs or other unsightly natural growth or unsightly appearances that constitute a blight to adjoining property, the neighborhood or the city; walls, sidings or exteriors of a quality and appearance not commensurate with the character of the properties in the neighborhood; unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof; vermin infestation; inadequate drainage; or any violation of health, fire, building or zoning regulations.

The 2015 International Fire Code (IFC) has been adopted by the City of Bonner Springs and for fire inspection activities. During the inspection of 820 Nettleton, the following IFC code were found to be violated:

- Section 311.2 Safeguarding vacant premises; This code section provides requirements for buildings, structures, premises or portions thereof to be safeguarded against entry by unauthorized individuals.
- Section 311.3 Removal of combustibles; The code requires the removal of combustible materials, flammable/combustible waste, or rubbish and maintained clear of waste or hazardous materials.
- Section 304.1.2 Vegetation, This section requires weeds, grass, vines or other growth that is capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises.

For these reasons, the property is considered dangerous and unsafe, and the City is authorized to cause its repair or removal. Resolution 2023-05 started that process and set a hearing date for the owner to have an opportunity to show cause for why the structures should not be ordered removed. Staff spoke with the owner in March to notify them of the hearing date and a formal notice was sent by certified mail. This process does not prevent the City and owners from cooperating on future development plans.

Financial Impact: Should the Council make the determination that the structure shall be removed, a deadline for the property owner to commence work would be set within the resolution. If work is not commenced within the allotted timeline, or if the owners fail to diligently continue the work, then the City may remove the structure and bill the owners for the costs associated with the removal and/or assess it to the property taxes.

RESOLUTION NO. 2023-____

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON THE PROPERTY AT 820 N NETTELTON AVE, BONNER SPRINGS, KANSAS 66012 IS UNSAFE AND DANGEROUS, DIRECTING THAT THE SUBJECT STRUCTURE BE REMOVED, AND FIXING A REASONABLE TIME WITHIN WHICH ACTION SHALL COMMENCE, IN ACCORDANCE WITH K.S.A. 12-1750, ET SEQ.

WHEREAS, at its March 27, 2023, regular meeting, the Governing Body adopted Resolution No. 2023-05 in accordance with K.S.A. 12-1750, et seq., as amended, finding that the enforcing officer of the City of Bonner Springs, Kansas, filed with the Governing Body a written statement advising that there is an unsafe and dangerous structure located on the following described real estate:

**Lots 18, 19 and 20, NETTLETON ALIGNMENT REPLAT, in Bonner Springs, Wyandotte County, Kansas.
Parcel ID No. 269419
State ID No. 105-049-29-0-20-02-001.00-0**

Commonly known as 820 N Nettleton Ave, Bonner Springs, KS 66012 (the “**Property**”).

WHEREAS, in accordance with Resolution No. 2023-05, the Governing Body directed the owner, the owner’s agent, any lienholder of record, and any occupant of the subject structure to appear before it in City Hall, located at 200 E. 3rd St., Bonner Springs, Kansas on May 8, 2023 at 7:30 p.m., to show cause why the subject structure should not be condemned and ordered razed and removed as an unsafe and dangerous structure.

WHEREAS, Resolution No. 2023-05 of the City of Bonner Springs, Kansas was published on March 30, 2023 and April 6, 2023. Pursuant to K.S.A. 12-1752, a copy of Resolution No. 2023-05 was mailed by certified mail within three (3) days of the date of first publication to the owner of record of the Property, and at least thirty (30) days have elapsed between the date of last publication and the date set for hearing.

WHEREAS, at its May 8, 2023 regular meeting, the Governing Body held a hearing regarding the unsafe and dangerous structure located at 820 N. Nettleton, which is legally described above, and which is generally described as a retail / office / apartment combination.

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

Section 1. The recitals stated above are incorporated below as if fully set forth herein.

Section 2. Pursuant to K.S.A. 12-1753, the Governing Body of the City of Bonner Springs, Kansas, has heard and considered all evidence submitted by the owner, the owner’s agent, lienholders of record, and occupants having an interest in the subject structure on the Property, as well as evidence submitted by the enforcing officer who filed the written statement in accordance with K.S.A. 12-1750 et seq., and hereby finds that the subject structure is unsafe and dangerous.

Section 3. The Governing Body finds that the structure(s) or building(s) located on the premises commonly known and located at 820 N Nettleton Ave, Bonner Springs, Kansas (the “**Structure**”) is unfit or unsafe for human use or habitation because of dilapidation and other defects which increase the hazards

of fire and accidents which renders it unsafe and dangerous to the safety and welfare of the surrounding community, and that the Structure cannot be repaired or improved at a reasonable cost compared to the market value of the Property.

Section 4. Pursuant to K.S.A. 12-1753, the Governing Body hereby orders the owner, the owner's agent, any lienholder of record, and any occupant of the Property to raze and remove the Structure and perform any necessary trash or debris removal, cleanup, filling, or excavation to ensure that the Property is made safe and secure, and orders that the owner shall commence the removal of the Structure on or before June 23, 2023. Diligent progress shall be defined in a Demolition Permit prepared and submitted by the owner, the owner's agent, any lienholder of record, and any occupant of the Property, which may be issued and amended at the sole discretion of the city officials of the City of Bonner Springs, Kansas. To ensure that the Property is made safe and secure, the Governing Body specifically directs that the removal must be completed without compromising the structural integrity of the retaining walls surrounding the subject structure. Pursuant to K.S.A. 12-1754, upon removing the Structure, the owner shall fill any excavation located upon the Property and take any other action necessary to leave the Property in a safe condition.

Section 5. Pursuant to K.S.A. 12-1753, if the owner fails to comply with Section 4 of this Resolution or fails to diligently prosecute the same until the work is completed and the Property is made safe and secure, then the Governing Body hereby directs the enforcing officer to cause the Structure to be razed and removed.

Section 6. Pursuant to K.S.A. 12-1755, if the enforcing officer causes work to be undertaken according to Section 5, then the Governing Body directs the enforcing officer to keep an account of the costs of such work, to sell any salvage from the Structure, and to apply any proceeds from those sales to the costs of razing and removing the Structure, and performing any necessary trash or debris removal, cleanup, filling or excavation to ensure the Property is made safe and secure. Any proceeds received from salvage which exceed the costs of razing and removing, performing any necessary trash or debris removal, cleanup, filling, or excavation of the Structure to ensure the Property is made safe and secure, including the costs of publication and the costs of postage for mailing notices, shall, after the payment of those costs, be paid to the owner of the Property.

Section 7. Pursuant to K.S.A. 12-1755, the City shall give notice to the owner, the owner's agent, any lienholder of record, and any occupant of the Property of the total cost incurred by the City in providing notice, and if applicable, removing the Structure and performing any necessary trash or debris removal, cleanup, filling, or excavation to ensure the Property is made safe and secure. If such costs are not paid within thirty (30) days following receipt of notice, the costs shall be collected in the manner provided by K.S.A. 12-1,115 or shall be assessed as a special assessment against the Property, all pursuant to K.S.A. 12-1750 et seq., as amended.

Section 8. The City Clerk shall publish this Resolution one (1) time in the official newspaper of the City and shall mail by certified mail copies of this Resolution to the owners, agents, lienholders of record, and any occupants of said structure within three (3) days after the publication of this Resolution.

ADOPTED by the City Council of the City of Bonner Springs, Kansas, on May 8, 2023.

APPROVED:

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk













Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Mark Lee

Subject: Public Hearing and Condemnation Resolution - 13103 Metropolitan

Recommendation: The Assistant City Manager, Community Development Director, and City Attorney's Office recommend Council hold the hearing and adopt a resolution based on the findings of the hearing.

Action: 1. Make a motion to open the hearing. Hear comments and close the hearing.
2. Make a motion to adopt a resolution based on the findings of the hearing.

Background: There are several vacant structures on this parcel. This address has the duplex and accessory buildings on the Metropolitan Avenue side of the property. They have been vacant for several years. None of the buildings meet zoning regulations or building code standards.

Discussion: As the structures have sat empty, they have fallen into further disrepair and suffer from several code deficiencies. There are no active utility connections.

The building is constructed of concrete blocks and wood with an asphalt shingle roof. The condition of the roof is unknown. The overall appearance of the building shows an exterior in a state of decay with boarded windows and unsecured doors. Only a small portion of the building interior is able to be viewed from the roadside through an unsecured door. The interior looks to be filled with debris. The roof has a piece of plywood possibly covering an opening near the ridge.

The southwest corner and west side of the building has trees, brush, and undergrowth in direct contact with the building. This growth is uncontained and not maintained as part of the landscaping around the building. The west side of the building has substantial vegetation growth along the building, preventing direct observation of the condition of the building.

The building has been vacant for several years and has no active utility connections. The inactive gas service connection is on the south wall of the building. The building has two inactive electric meter boxes and weather heads on the north side of the building. These have been damaged pulled loose from the building and should be removed as they are not able to be used in the future. The damaged, loose utility service connections meet the definition of an unsafe or dangerous structure and blighting influence due to the dilapidation and disrepair.

The definition of an unsafe or Dangerous Structure per Kansas Revised Statute 12-1750 (d) Blighting influence states:

(d) "Blighting influence" means conditions in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents of the municipality or which have an adverse impact on properties in the area. Such conditions may include, but are not limited to, the following: Defects increasing the hazards of fire, accident, or other calamities; air pollution; light or sanitary facilities; dilapidation; disrepair; structural

defects; uncleanness; dead and dying trees, limbs or other unsightly natural growth or unsightly appearances that constitute a blight to adjoining property, the neighborhood or the city; walls, sidings or exteriors of a quality and appearance not commensurate with the character of the properties in the neighborhood; unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof; vermin infestation; inadequate drainage; or any violation of health, fire, building or zoning regulations.

The 2015 International Fire Code (IFC) has been adopted by the City of Bonner Springs and for fire inspection activities. During the inspection of 13101 and 13103 Metropolitan, the following IFC codes were found to be violated:

- Section 311.2 Safeguarding vacant premises, addresses provide requirements for buildings, structures, premises or portions thereof to be safeguarded against entry by unauthorized individuals.
- Section 311.3 Removal of combustibles, requires the removal of combustible materials, flammable/combustible waste, or rubbish and maintained clear of waste or hazardous materials.

For these reasons, the property is considered dangerous and unsafe, and the City is authorized to cause its repair or removal. Resolution 2023-06 started that process and set a hearing date for the owner to have an opportunity to show cause for why the structures should not be ordered removed. Staff spoke with the owner in March to notify them of the hearing date and a formal notice was sent by certified mail. This process does not prevent the City and owners from cooperating on future development plans.

Financial Impact: Should the Council make the determination that the structure shall be removed, a deadline for the property owner to commence work would be set within the resolution. If work is not commenced within the allotted timeline, or if the owners fail to diligently continue the work, then the City may remove the structure and bill the owners for the costs associated with the removal and/or assess it to the property taxes.

RESOLUTION NO. 2023-____

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON THE PROPERTY AT 13103 METROPOLITAN AVE, BONNER SPRINGS, KANSAS 66012 IS UNSAFE AND DANGEROUS, DIRECTING THAT THE SUBJECT STRUCTURE BE REMOVED, AND FIXING A REASONABLE TIME WITHIN WHICH ACTION SHALL COMMENCE, IN ACCORDANCE WITH K.S.A. 12-1750, ET SEQ.

WHEREAS, at its March 27, 2023, regular meeting, the Governing Body adopted Resolution No. 2023-06 in accordance with K.S.A. 12-1750, et seq., as amended, finding that the enforcing officer of the City of Bonner Springs, Kansas, filed with the Governing Body a written statement advising that there is an unsafe and dangerous structure located on the following described real estate:

**Lots 18, 19 and 20, NETTLETON ALIGNMENT REPLAT, in Bonner Springs, Wyandotte County, Kansas.
Parcel ID No. 269419
State ID No. 105-049-29-0-20-02-001.00-0**

Commonly known as 13103 Metropolitan Ave, Bonner Springs, KS 66012 (the “Property”).

WHEREAS, in accordance with Resolution No. 2023-06, the Governing Body directed the owner, the owner’s agent, any lienholder of record, and any occupant of the subject structure to appear before it in City Hall, located at 200 E. 3rd St., Bonner Springs, Kansas on May 8, 2023 at 7:30 p.m., to show cause why the subject structure should not be condemned and ordered razed and removed as an unsafe and dangerous structure.

WHEREAS, Resolution No. 2023-06 of the City of Bonner Springs, Kansas was published on March 30, 2023, and April 6, 2023. Pursuant to K.S.A. 12-1752, a copy of Resolution No. 2023-06 was mailed by certified mail within three (3) days of the date of first publication to the owner of record of the Property, and at least thirty (30) days have elapsed between the date of last publication and the date set for hearing.

WHEREAS, at its May 8, 2023 regular meeting, the Governing Body held a hearing regarding the unsafe and dangerous structure located at 13103 Metropolitan, which is legally described above, and which is generally described as a duplex / apartment / accessory structure combination.

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

Section 1. The recitals stated above are incorporated below as if fully set forth herein.

Section 2. Pursuant to K.S.A. 12-1753, the Governing Body of the City of Bonner Springs, Kansas, has heard and considered all evidence submitted by the owner, the owner’s agent, lienholders of record, and occupants having an interest in the subject structure on the Property, as well as evidence submitted by the enforcing officer who filed the written statement in accordance with K.S.A. 12-1750 et seq., and hereby finds that the subject structure is unsafe and dangerous.

Section 3. The Governing Body finds that the structure(s) or building(s) located on the premises commonly known and located at 13103 Metropolitan Ave, Bonner Springs, Kansas (the “**Structure**”) is

unfit or unsafe for human use or habitation because of dilapidation and other defects which increase the hazards of fire and accidents which renders it unsafe and dangerous to the safety and welfare of the surrounding community, and that the Structure cannot be repaired or improved at a reasonable cost compared to the market value of the Property.

Section 4. Pursuant to K.S.A. 12-1753, the Governing Body hereby orders the owner, the owner's agent, any lienholder of record, and any occupant of the Property to raze and remove the Structure and perform any necessary trash or debris removal, cleanup, filling, or excavation to ensure that the Property is made safe and secure, and orders that the owner shall commence the removal of the Structure on or before June 23, 2023. Diligent progress shall be defined in a Demolition Permit prepared and submitted by the owner, the owner's agent, any lienholder of record, and any occupant of the Property, which may be issued and amended at the sole discretion of the city officials of the City of Bonner Springs, Kansas. To ensure that the Property is made safe and secure, the Governing Body specifically directs that the removal must be completed without compromising the structural integrity of the retaining walls surrounding the subject structure. Pursuant to K.S.A. 12-1754, upon removing the Structure, the owner shall fill any excavation located upon the Property and take any other action necessary to leave the Property in a safe condition.

Section 5. Pursuant to K.S.A. 12-1753, if the owner fails to comply with Section 4 of this Resolution or fails to diligently prosecute the same until the work is completed and the Property is made safe and secure, then the Governing Body hereby directs the enforcing officer to cause the Structure to be razed and removed.

Section 6. Pursuant to K.S.A. 12-1755, if the enforcing officer causes work to be undertaken according to Section 5, then the Governing Body directs the enforcing officer to keep an account of the costs of such work, to sell any salvage from the Structure, and to apply any proceeds from those sales to the costs of razing and removing the Structure, and performing any necessary trash or debris removal, cleanup, filling or excavation to ensure the Property is made safe and secure. Any proceeds received from salvage which exceed the costs of razing and removing, performing any necessary trash or debris removal, cleanup, filling, or excavation of the Structure to ensure the Property is made safe and secure, including the costs of publication and the costs of postage for mailing notices, shall, after the payment of those costs, be paid to the owner of the Property.

Section 7. Pursuant to K.S.A. 12-1755, the City shall give notice to the owner, the owner's agent, any lienholder of record, and any occupant of the Property of the total cost incurred by the City in providing notice, and if applicable, removing the Structure and performing any necessary trash or debris removal, cleanup, filling, or excavation to ensure the Property is made safe and secure. If such costs are not paid within thirty (30) days following receipt of notice, the costs shall be collected in the manner provided by K.S.A. 12-1,115 or shall be assessed as a special assessment against the Property, all pursuant to K.S.A. 12-1750 et seq., as amended.

Section 8. The City Clerk shall publish this Resolution one (1) time in the official newspaper of the City and shall mail by certified mail copies of this Resolution to the owners, agents, lienholders of record, and any occupants of said structure within three (3) days after the publication of this Resolution.

ADOPTED by the City Council of the City of Bonner Springs, Kansas, on May 8, 2023.

APPROVED:

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk













Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Tillie LaPlante

Subject: Presentation and Acceptance of the 2022 Audit

Recommendation: The Finance Director Recommends approval

Action: Make a motion to accept the 2022 audit.

Background: The firm of Gordon CPA, LLC performed the audit of the City's 2022 Financial Statements. The Financial Statements are presented on the Regulatory Basis of Accounting.

Discussion: Sean Gordon, Principal with Gordon CPA, LLC will present the 2022 Audit and answer City Council questions. The 2022 Audit contains an unmodified opinion based on the Regulatory Basis of Accounting.

Financial Impact:

CITY OF BONNER SPRINGS, KANSAS
Financial Statements
For the Year Ended December 31, 2022

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CITY OF BONNER SPRINGS, KANSAS
Financial Statements
For the Year Ended December 31, 2022
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Financial Statements
For the Year Ended December 31, 2022
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INDEPENDENT AUDITOR'S REPORT

Mayor and City Council
City of Bonner Springs, Kansas

Adverse and Unmodified Opinions

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Bonner Springs, Kansas, (the City), as of and for the year ended December 31, 2022 and the related notes to the financial statement.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the "Basis of Adverse and Unmodified Opinions" section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2022, or the changes in financial position and cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City as of December 31, 2022, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

Basis for Adverse and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statement" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified opinions.

Matter Giving Rise to Adverse Opinion on U.S. Generally Accepted Accounting Principles

As discussed in Note 1 of the financial statement, the financial statement is prepared by the City on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, schedules of regulatory basis receipts and disbursements-related municipal entity, and the summary of receipts and disbursements-agency (Schedules 1, 2, 3 and 4 as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statement as a whole, on the basis of accounting described in Note 1.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

April 5, 2023

CITY OF BONNER SPRINGS, KANSAS

Summary Statement of Receipts, Expenditures and Unencumbered Cash
Regulatory Basis
For the Year Ended December 31, 2022

	Beginning Unencumbered Cash Balance	Prior Year Cancelled Encumbrances	Receipts	Expenditures	Ending Unencumbered Cash Balance	Add: Encumbrances and Accounts Payable	Ending Cash Balance
Funds							
General Funds:							
General	\$ 6,445,113	\$ 624	\$ 11,137,666	\$ 9,798,922	\$ 7,784,481	\$ 392,805	\$ 8,177,286
Special Purpose Funds:							
Library	[136]	-	497,664	502,031	[4,503]	-	[4,503]
Convention and Tourism Promotion	254,678	-	190,426	117,721	327,383	3,186	330,569
Drug and Alcohol	154,265	-	112,139	36,210	230,194	-	230,194
Soccer	7,219	-	16,460	10,408	13,271	289	13,560
Park Dedication	105,582	-	5,448	110,000	1,030	-	1,030
Risk Management	102,397	-	2,442	3,304	101,535	-	101,535
Senior Center	3,076	-	68,677	71,753	-	1,601	1,601
Special Parks and Recreation	53,693	40	110,605	49,555	114,783	-	114,783
Steet Projects	385,004	-	691,688	682,631	394,061	-	394,061
Summer Ball	676	-	14,481	14,303	854	-	854
Recreation Program	105,471	-	176,562	97,717	184,316	21,963	206,279
Swimming Pool	-	978	224,158	225,136	-	-	-
Tiblow Transit	17,644	-	64,061	55,287	26,418	1,926	28,344
Library Sales Tax	584,334	-	9,306	24,790	568,850	-	568,850
Bonner Springs Center CID City Contribution	-	-	76,569	76,569	-	7,081	7,081
Bonner Springs Center CID Sales Tax	-	-	101,368	101,368	-	21,310	21,310
Bonner Springs TIF Increment	-	-	239,044	239,044	-	-	-
Capital Improvement Sales Tax	817,595	-	698,210	300,000	1,215,805	-	1,215,805
Cemetery	-	-	121,801	121,801	-	2,851	2,851
Emergency Services Capital	756,703	-	696,213	483,026	969,890	82,232	1,052,122
FEMA Mitigation Grant	[259]	-	-	-	[259]	-	[259]
Inspect Engineering Reimbursement	[14,596]	-	45,966	35,311	[3,941]	-	[3,941]
Asset Forfeiture	2,515	-	2,451	504	4,462	-	4,462
Senior Center Scholarship	590	-	10	-	600	-	600
Recreation Scholarship	29,221	-	438	2,410	27,249	-	27,249
Centennial Park	607	-	60	-	667	-	667
Fire Equipment Grant	9,476	-	-	-	9,476	-	9,476
LLEBG Grant	132	-	-	-	132	-	132
American Rescue Plan Act	-	-	603,836	603,836	-	-	-
Opioid Settlement	-	-	2,034	-	2,034	-	2,034
Bond and Interest Funds:							
Bond and Interest Fund	530,250	-	2,375,851	2,333,825	572,276	-	572,276
Capital Project Funds:							
Police Facility	[277,845]	-	-	-	[277,845]	277,845	-
Bonner Pointe TIF	2,343	-	-	-	2,343	-	2,343
Water Treatment Plant	-	-	2,327,130	2,136,219	190,911	-	190,911
Government Services Center	[99,618]	-	2,635	2,635	[99,618]	99,618	-
Powell Drive/43rd Street	288,484	-	4,664	-	293,148	-	293,148
Equipment Reserve	367,487	-	3,827	226,289	145,025	-	145,025
Capital Improvement Reserve	1,931,741	10,752	724,401	653,573	2,013,321	162,709	2,176,030
JoCo Riverfront Park	322,301	-	5,211	-	327,512	-	327,512
Water Meter Replacement	-	-	982,351	611,705	370,646	-	370,646
138th Street Project	-	-	114,742	114,742	-	-	-
Traffic Signal Modernization	-	-	292,420	292,420	-	-	-
Scannell Properties Agreement	-	-	43,782	30,482	13,300	-	13,300
Sandstone Townhomes Funding	-	-	4,000	2,964	1,036	-	1,036
Sidewalk Escrow	45,388	-	734	-	46,122	-	46,122
Business Funds:							
Solid Waste	118,492	-	489,393	488,593	119,292	-	119,292
Wastewater Collection/Treatment	862,830	-	2,251,737	2,427,623	686,944	275,167	962,111
Water Treatment/Distribution	1,823,210	-	2,938,177	2,209,430	2,551,957	278,284	2,830,241
Stormwater	108,134	-	113,241	174,880	46,495	16,121	62,616
Trust Funds:							
Law Enforcement Trust	95	-	2	-	97	-	97
Senior Center Trust	15,290	-	495	386	15,399	-	15,399
Bonner Beautiful Trust	1,638	-	736	30	2,344	-	2,344
Cemetery Trust	2,884	-	1,061	2,651	1,294	-	1,294
Police Canine Trust	691	-	7,074	1,930	5,835	-	5,835
Police Trust	550	-	9	-	559	-	559
Total Primary Government	15,865,345	12,394	28,593,456	25,474,014	18,997,181	1,644,988	20,642,169
Related Municipal Entities:							
Bonner Springs City Library	248,194	-	739,832	724,515	263,511	15,208	278,719
Total Reporting Entity [Excluding Agency Funds]	\$ 16,113,539	\$ 12,394	\$ 29,333,288	\$ 26,198,529	\$ 19,260,692	\$ 1,660,196	\$ 20,920,888

Composition of Cash

Checking	\$ [36,564]
Money market	20,753,518
Checking - Library	278,494
Petty cash - Library	225
Total Cash	20,995,673
Agency Funds per Schedule 4	[74,785]
Total Reporting Entity [Excluding Agency Funds]	\$ 20,920,888

The notes to the financial statements are an integral part of this statement.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 1 - Summary of Significant Accounting Policies

The City of Bonner Springs, Kansas, (the City) is a municipal corporation governed by a mayor and city council. This financial statement presents the City (the primary government) and its related municipal entity. The related municipal entity is included in the City's reporting entity because it was established to benefit the City and/or its constituents.

Library Board - The Bonner Springs Library Board operates the City's public library. Acquisition or disposition of real property by the board must be approved by the City. Bond issuances must also be approved by the City.

Basis of Presentation - Regulatory Basis of Accounting

Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America. The *Kansas Municipal Audit and Accounting Guide* (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the City to use the regulatory basis of accounting.

Reimbursed Expense

K.S.A. 79-2934 provides that reimbursed expenditures, in excess of those budgeted, should be recorded as reductions in expenditures rather than as cash receipts. In the financial statement and budget schedule comparisons presented in this report, reimbursements and refunds are recorded as cash receipts. The reimbursements are recorded as cash receipts when received by the City Treasurer and are often difficult to identify the exact expenditure which they are reimbursing. In funds showing expenditures in excess of the original adopted budget, reimbursements are added to the adopted budget as budget credits for comparison with the actual expenditures.

Property Taxes

In accordance with governing state statutes, property taxes levied during the current year are a revenue source to be used to finance the budget of the ensuing year. Taxes are assessed on a calendar year basis and become a lien on the property on November 1st of each year. The County Treasurer is the tax collection agent for all taxing entities within the County. Property owners have the option of paying one-half or the full amount of taxes levied on or before December 20 during the year levied with the balance to be paid on or before May 10 of the ensuing year. State statutes prohibit the County Treasurer from distributing taxes collected in the year levied prior to January 1st of the ensuing year. Consequently, for revenue recognition purposes, taxes levied during the current year are not due and receivable until the ensuing year. On December 31 of each year, such taxes become a lien on the property.

Special Assessments

Kansas statutes require projects financed in part by special assessments to be financed through the issuance of general obligation bonds which are secured by the full faith and credit of the City. Special assessments paid prior to the issuance of general obligation bonds are recorded as cash receipts in the appropriate project. Special assessments received after the issuance of general obligation bonds are recorded as cash receipts in the bond and interest fund. Further, state statutes require levying additional general ad valorem property taxes in the City bond and interest fund to finance delinquent special assessments receivable.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 1 - Summary of Significant Accounting Policies (Continued)

Regulatory Basis Fund Types

A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The following types of funds comprise the financial activities of the City of Bonner Springs, Kansas, for the year of 2022:

General Fund - the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

Special Purpose Fund - used to account for the proceeds of specific tax levies and other specific revenue sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Bond and Interest Fund - used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Capital Project Fund - used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Business Fund - funds financed in whole or in part by fees charged to users of the goods or services (i.e., enterprise and internal service fund etc.)

Trust Fund - funds used to report assets held in trust for the benefit of the City (i.e., pension funds, investment trust funds, private purpose trust funds which benefit the City, scholarship funds, etc.)

Agency Fund - funds used to report assets held by the City in a purely custodial capacity (payroll clearing fund, court bond funds, etc.).

Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond and interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper of the proposed budget and notice of public hearing on the budget on or before August 5th.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

If the City is holding a revenue neutral rate hearing, the budget timeline for adoption of the final budget has been adjusted to on or before September 20th. The City did hold a revenue neutral rate hearing for this year.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in regulatory receipts other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication, the hearing may be held, and the governing body may amend the budget at that time. The original budget was amended for the Soccer, Wastewater Collection/Treatment, Water Treatment/Distribution, Park Dedication, Bonner Springs Center CID City Contribution and Cemetery funds

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 1 - Summary of Significant Accounting Policies (Continued)

Budgetary Information (Continued)

Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which regulatory receipts are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for the prior year's accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year end.

A legal operating budget is not required for certain capital project funds, trust funds, and the special purpose funds presented on pages 37-38.

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

NOTE 2 - Deposits and Investments

K.S.A 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main branch or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the bank provides an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. Government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices.

Concentration of credit risk. State statutes place no limit on the amount the Government may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405.

Custodial credit risk - deposits. Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka. All deposits were legally secured as of December 31, 2022.

As of December 31, 2022, the City's and Library's carrying amount of deposits were \$20,716,954 and \$278,719, respectively, and the bank balances were \$21,335,043 and \$289,164, respectively. The City's bank balance was held by one bank and the Library's bank balance was held by one bank, resulting in a concentration of credit risk. Of the City's bank balance, \$250,000 was covered by federal depository insurance and the balance of \$21,085,043 was collateralized with pledged securities held by the pledging financial institutions' agents in the City's name. Of the Library's bank balance, \$250,000 was covered by federal depository insurance and the balance of \$39,164 was collateralized with pledged securities held by the pledging financial institutions' agents in the Library's name.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 3 - Interfund Transfers

Operating transfers were as follows during the year ended December 31, 2022:

From	To	Amount	Regulatory Authority
General	Cemetery	\$ 83,369	Ordinance 2178
General	Senior Center	31,668	Ordinance 2178
General	Swimming Pool	78,182	Ordinance 2178
General	Capital Improvement Reserve	694,650	K.S.A. 12-1,118
General	Bonner Springs Center		
	CID City Contribution	76,569	Ordinance 2178
Cemetery Trust	Cemetery	2,501	Ordinance 2178
Drug and Alcohol	General	24,710	Ordinance 2178
Stormwater	General	5,580	K.S.A. 12-825d
Stormwater	Bond and Interest	78,608	K.S.A. 12-825d
Solid Waste	General	24,538	K.S.A. 12-825d
Capital Improvement Sales Tax	Street Projects	300,000	Ordinance 2178
Capital Improvement Reserve	138th Street Project	114,742	K.S.A. 12-1,118
Capital Improvement Reserve	Traffic Signal Modernization Project	37,495	K.S.A. 12-1,118
Capital Improvement Reserve	Government Services Center	2,635	K.S.A. 12-1,118
Emergency Services Capital	Bond and Interest	250,563	Ordinance 2178
American Rescue Plan Act	Water Treatment Plant	603,836	K.S.A. 12-1,118
Wastewater Collection/Treatment	General	107,396	K.S.A. 12-825d
Wastewater Collection/Treatment	Bond and Interest	595,755	K.S.A. 12-825d
Water Treatment/Distribution	General	137,678	K.S.A. 12-825d
Water Treatment/Distribution	Bond and Interest	405,958	K.S.A. 12-825d
		<u>\$ 3,656,433</u>	

NOTE 4 - Defined Benefit Pension Plan

Plan Description. The City and the Library participate in the Kansas Public Employees Retirement System (KPERS), a cost-sharing, multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at www.kpers.org by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Contributions. K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. K.S.A. 74-4975 establishes KP&F member-employee contribution rate at 7.15% of covered salary. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 4 - Defined Benefit Pension Plan (Continued)

State law provides that the employer contribution rates for KPERS 1, KPERS 2, KPERS 3 and KP&F be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 8.90% for KPERS and 22.99% for KP&F for the fiscal year ended December 31, 2022. Contributions to the pension plan from the City were \$301,245 for KPERS and \$342,494 for KP&F for the year ended December 31, 2022. Contributions to the pension plan from the Library were \$29,193 for the year ended December 31, 2022.

Net Pension Liability. As of December 31, 2022, the City's proportionate share of the collective net pension liability reported by KPERS was \$3,029,163 and \$3,648,414 for KP&F. As of December 31, 2022, the Library's proportionate share of the collective net pension liability reported by KPERS was \$290,612. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2021, which was rolled forward to June 30, 2022. The City's and Library's proportion of the net pension liability was based on the ratio of the City's and Library's contributions to KPERS, relative to the total employer and non-employer contributions of the Local and Police & Firemen subgroups within KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in this financial statement.

The complete actuarial valuation report, including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publicly available on the KPERS website at www.kpers.org or can be obtained as described above.

NOTE 5 - Other Long-Term Obligations from Operations

Other Post-Employment Benefits. As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in this financial statement.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured.

Death and Disability Other Post-Employment Benefits. As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate is set at 1% for the year ended December 31, 2022.

Compensated Absences. It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits.

Vacation Leave. All full-time employees, including Library employees, who work at least 40 hours per week are entitled to vacation leave time according to the following table:

	Years of Continuous Employment			
	0-4	5-9	10-14	15+
Hours earned per month	8	10	12	14
24 hr. shift, fire/EMS hours earned per month	8	14	16	20

Employees may not accumulate more than 240 hours of vacation leave.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 5 - Other Long-Term Obligations from Operations (Continued)

Sick Leave. All full-time employees shall be entitled to sick leave with pay for absences. All full-time employees shall earn hours of sick leave for each month of service according to the following table:

	Years of Continuous Employment (before January 1, 2006)		
	0-4	5-14	15+
Hours earned per month	8	10	14
24 hr. shift, fire/EMS hours earned per month	12	14	20

	Years of Continuous Employment (after January 1, 2006)	
	0-4	5+
Hours earned per month	8	10
24 hr. shift, fire/EMS hours earned per month	12	14

Employees may not accumulate more than 480 hours of sick leave. Employees hired before January 1, 2006, may not accumulate more than 720 hours of sick leave on their anniversary date. City employees are entitled to a sick leave payout upon retirement from the City.

The City's estimated liability as of December 31, 2022, was \$255,645 for vacation leave and \$549,298 for sick leave. The Library's estimated liability as of December 31, 2022, was \$14,208 for vacation leave.

NOTE 6 - Long-Term Debt

The following table summarizes changes in the City's long-term liabilities during the year ended December 31, 2022:

<u>Type of Issue</u>	<u>Beginning Principal Outstanding</u>	<u>Additions to Principal</u>	<u>Reductions of Principal</u>	<u>Ending Principal Outstanding</u>	<u>Interest Paid</u>
General Obligation Bonds	\$ 21,175,000	\$ 980,000	\$ 1,720,000	\$ 20,435,000	\$ 613,825
Revolving Loans	963,815	1,723,294	40,542	2,646,567	12,520
Total	<u>\$ 22,138,815</u>	<u>\$ 2,703,294</u>	<u>\$ 1,760,542</u>	<u>\$ 23,081,567</u>	<u>\$ 626,345</u>

General Obligation Bonds. The follow table details the City's outstanding general obligation bonds:

<u>General Obligation Bonds</u>	<u>Interest Rates</u>	<u>Outstanding</u>	<u>Amount</u>	<u>Issue</u>	<u>Maturity</u>
Series 2014-A	2.00% - 3.00%	\$ 705,000	\$ 1,978,784	4/16/2014	9/1/2028
Series 2016-A	0.80% - 2.55%	2,670,000	4,995,000	5/19/2016	9/1/2029
Series 2018-A	3.00%	1,355,000	1,740,000	6/28/2018	9/1/2033
Series 2019-A	3.00% - 5.00%	7,450,000	9,320,000	6/5/2019	9/1/2044
Series 2020-A	2.00% - 4.00%	7,275,000	7,500,000	3/26/2020	9/1/2040
Series 2022-A	1.97%	980,000	980,000	3/9/2022	9/1/2032
			<u>\$ 20,435,000</u>		

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 6 - Long-Term Debt(Continued)

Annual debt service requirements to maturity for the general obligation bonds are as follows:

Year Ending December 31,	Principal	Interest
2023	\$ 1,685,000	\$ 582,043
2024	1,495,000	524,145
2025	1,195,000	478,698
2026	1,225,000	437,064
2027	1,275,000	393,943
2028 - 2032	5,305,000	1,424,619
2033 - 2037	3,955,000	866,050
2038 - 2042	3,415,000	373,150
2043 - 2044	<u>885,000</u>	<u>40,050</u>
Total	<u>\$ 20,435,000</u>	<u>\$ 5,119,762</u>

Revolving Loans. The follow table details the City's outstanding revolving loans:

<u>Revolving Loans</u>	<u>Interest Rate</u>	Amount <u>Outstanding</u>	Original <u>Amount</u>	Date of <u>Issue</u>	Final <u>Maturity</u>
Settling Tank and Replacement Well	2.25%	\$ 591,308	\$ 880,026	9/30/2015	2/1/2035
Water Treatment Plant	1.61%	<u>2,055,259</u>	30,000,000	6/1/2021	8/1/2054
		<u>\$ 2,646,567</u>			

Annual debt service requirements to maturity for the revolving loan are as follows:

Year Ending December 31,	Principal	Interest
2023	\$ 41,460	\$ 13,073
2024	42,398	12,134
2025	43,357	11,175
2026	44,338	10,194
2027	45,341	9,191
2028 - 2032	242,567	30,093
2033 - 2035	<u>131,847</u>	<u>4,483</u>
Total	<u>\$ 591,308</u>	<u>\$ 90,343</u>

On June 1, 2021, the City entered into a loan agreement with the Kansas Department of Health and Environment (KDHE) to finance the construction of a water treatment plant. The loan is for a maximum principal of \$30,000,000, carries a gross interest rate of 1.61%, and is payable in semi-annual installments. \$2,055,259 was drawn against the agreement during the year ended December 31, 2022. Annual debt service requirements to maturity are not available as the loan was not finalized as of December 31, 2022.

CITY OF BONNER SPRINGS, KANSAS
Notes to the Financial Statements
For the Year Ended December 31, 2022

NOTE 7 - Economic Development Bonds

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State of Kansas, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. As of December 31, 2022, there were seven industrial revenue bond issues with principal balances due totaling \$22,450,250.

NOTE 8 - Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employees' health and life; natural disasters; and other events for which the City carries commercial insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 9 - Contingencies

The City receives significant financial assistance from numerous federal and state governmental agencies in the form of grants and state pass-through aid. The disbursement of funds received under these programs generally requires compliance with the terms and conditions specified in the grant agreements and is subject to audit. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims would not have a material effect on the financial statement of the City as of December 31, 2022.

The City is a party to various claims, none of which is expected to have material financial impact on the City.

NOTE 10 - Statutory Violations

The Library Fund had negative unencumbered ending cash as of December 31, 2022, which is a violation of K.S.A. 10-1113.

Actual exceeded budgeted expenditures in the Stormwater Fund, which is a violation of K.S.A. 79-2935.

SCHEDULE 1

CITY OF BONNER SPRINGS, KANSAS

Summary of Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

<u>Funds</u>	<u>Certified Budget</u>	<u>Adjustment for Qualifying Budget Credit</u>	<u>Total Budget for Comparison</u>	<u>Expenditures Chargeable to Current Year</u>	<u>Variance- Over [Under]</u>
General Funds:					
General	\$ 16,111,960	\$ -	\$ 16,111,960	\$ 9,798,922	\$ [6,313,038]
Special Purpose Funds:					
Library	473,378	45,708	519,086	502,031	[17,055]
Convention and Tourism Promotion	149,517	-	149,517	117,721	[31,796]
Drug and Alcohol	74,710	-	74,710	36,210	[38,500]
Soccer	18,764	-	18,764	10,408	[8,356]
Park Dedication	110,000	-	110,000	110,000	-
Risk Management	113,323	-	113,323	3,304	[110,019]
Senior Center	86,231	-	86,231	71,753	[14,478]
Special Parks and Recreation	82,000	-	82,000	49,555	[32,445]
Steet Projects	850,000	-	850,000	682,631	[167,369]
Summer Ball	21,283	-	21,283	14,303	[6,980]
Recreation Program	145,646	-	145,646	97,717	[47,929]
Swimming Pool	251,406	-	251,406	225,136	[26,270]
Tiblow Transit	85,150	-	85,150	55,287	[29,863]
Library Sales Tax	33,100	-	33,100	24,790	[8,310]
Bonner Springs Center CID City Contribution	80,000	-	80,000	76,569	[3,431]
Bonner Springs Center CID Sales Tax	105,000	-	105,000	101,368	[3,632]
Bonner Springs TIF Increment	270,000	-	270,000	239,044	[30,956]
Capital Improvement Sales Tax	300,000	-	300,000	300,000	-
Cemetery	123,529	-	123,529	121,801	[1,728]
Emergency Services Capital	562,063	-	562,063	483,026	[79,037]
Capital Project Funds:					
Sidewalk Escrow	45,539	-	45,539	-	[45,539]
Bond and Interest Funds:					
Bond and Interest Fund	2,852,619	-	2,852,619	2,333,825	[518,794]
Business Funds:					
Solid Waste	490,609	-	490,609	488,593	[2,016]
Wastewater Collection/Treatment	2,676,535	-	2,676,535	2,427,623	[248,912]
Water Treatment/Distribution	2,447,375	-	2,447,375	2,209,430	[237,945]
Stormwater	168,688	-	168,688	174,880	6,192

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

General Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 8,854,075	\$ 7,764,193	\$ 1,089,882
Intergovernmental	10,204	1,000	9,204
Licenses and permits	119,529	138,000	[18,471]
Charges for services	220,033	170,000	50,033
Fines and fees	462,879	565,000	[102,121]
Use of money and property	144,109	25,000	119,109
Reimbursements	256,227	155,000	101,227
Miscellaneous	770,708	807,650	[36,942]
Transfers in	299,902	299,902	-
Total receipts	<u>11,137,666</u>	<u>\$ 9,925,745</u>	<u>\$ 1,211,921</u>
Expenditures			
City council			
Personal services	9,977	\$ 10,038	\$ [61]
Contractual services	12,599	8,650	3,949
Commodities	1,262	400	862
Total city council	<u>23,838</u>	<u>19,088</u>	<u>4,750</u>
City manager			
Personal services	296,329	396,638	[100,309]
Contractual services	46,009	59,977	[13,968]
Commodities	1,169	6,150	[4,981]
Capital outlay	2,149	-	2,149
Total city manager	<u>345,656</u>	<u>462,765</u>	<u>[117,109]</u>
City clerk			
Personal services	121,708	120,008	1,700
Contractual services	178,574	172,370	6,204
Commodities	867	5,800	[4,933]
Total city clerk	<u>301,149</u>	<u>298,178</u>	<u>2,971</u>

See independent auditor's report on the financial statements.

SCHEDULE 2 - 1 (Continued)

CITY OF BONNER SPRINGS, KANSAS

General Fund
Schedule of Receipts and Expenditures - Actual and Budget (Continued)
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over <u>[Under]</u>
Expenditures (Continued)			
Budget & finance			
Personal services	\$ 428,740	\$ 421,782	\$ 6,958
Contractual services	87,611	105,950	[18,339]
Commodities	4,159	4,500	[341]
Total budget & finance	<u>520,510</u>	<u>532,232</u>	<u>[11,722]</u>
Municipal court			
Personal services	139,432	142,658	[3,226]
Contractual services	154,073	176,193	[22,120]
Commodities	2,372	1,400	972
Capital outlay	100	-	100
Total municipal court	<u>295,977</u>	<u>320,251</u>	<u>[24,274]</u>
Police			
Personal services	2,501,914	2,767,785	[265,871]
Contractual services	332,367	318,634	13,733
Commodities	140,700	135,750	4,950
Capital outlay	232,543	-	232,543
Total police	<u>3,207,524</u>	<u>3,222,169</u>	<u>[14,645]</u>
Fire			
Personal services	1,295,583	1,473,930	[178,347]
Contractual services	210,615	191,105	19,510
Commodities	100,748	75,700	25,048
Capital outlay	21,307	-	21,307
Total fire	<u>1,628,253</u>	<u>1,740,735</u>	<u>[112,482]</u>
Parks & recreation			
Personal services	286,512	315,130	[28,618]
Contractual services	130,227	114,705	15,522
Commodities	6,079	13,050	[6,971]
Total parks & recreation	<u>422,818</u>	<u>442,885</u>	<u>[20,067]</u>
Public works			
Personal services	889,566	961,344	[71,778]
Contractual services	368,819	385,870	[17,051]
Commodities	202,051	185,000	17,051
Total public works	<u>1,460,436</u>	<u>1,532,214</u>	<u>[71,778]</u>

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

General Fund
Schedule of Receipts and Expenditures - Actual and Budget (Continued)
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Expenditures (Continued)			
Community & economic development			
Personal services	\$ 374,160	\$ 466,665	\$ [92,505]
Contractual services	116,517	84,450	32,067
Commodities	10,061	10,000	61
Total community & economic development	<u>500,738</u>	<u>561,115</u>	<u>[60,377]</u>
City hall operations			
Contractual services	120,541	160,490	[39,949]
Commodities	7,044	16,200	[9,156]
Total city hall operations	<u>127,585</u>	<u>176,690</u>	<u>[49,105]</u>
Transfer out	964,438	1,001,971	[37,533]
Miscellaneous	-	115,448	[115,448]
Cash basis reserve	-	5,686,219	[5,686,219]
Total expenditures	<u>9,798,922</u>	<u>\$ 16,111,960</u>	<u>\$ [6,313,038]</u>
Receipts over [under] expenditures	1,338,744		
Unencumbered cash, beginning	6,445,113		
Prior year cancelled encumbrances	<u>624</u>		
Unencumbered cash, ending	<u><u>\$ 7,784,481</u></u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Library Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 451,912	\$ 448,378	\$ 3,534
Reimbursements	45,708	25,000	20,708
Use of money and property	44	-	44
Total receipts	<u>497,664</u>	<u>\$ 473,378</u>	<u>\$ 24,286</u>
Expenditures			
Personal services	40,320	\$ -	\$ 40,320
Contractual services	8,786	-	8,786
Commodities	970	-	970
Component unit transfer out	451,955	473,378	[21,423]
Adjustment for qualifying budget credit	-	45,708	[45,708]
Total expenditures	<u>502,031</u>	<u>\$ 519,086</u>	<u>\$ [17,055]</u>
Receipts over [under] expenditures	[4,367]		
Unencumbered cash, beginning	<u>[136]</u>		
Unencumbered cash, ending	<u>\$ [4,503]</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Convention and Tourism Promotion Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 185,181	\$ 100,000	\$ 85,181
Miscellaneous	300	-	300
Use of money and property	4,945	600	4,345
Total receipts	<u>190,426</u>	<u>\$ 100,600</u>	<u>\$ 89,826</u>
Expenditures			
Personal services	30,554	\$ 49,017	\$ [18,463]
Contractual services	67,776	70,000	[2,224]
Commodities	18,159	-	18,159
Capital outlay	1,232	30,500	[29,268]
Total expenditures	<u>117,721</u>	<u>\$ 149,517</u>	<u>\$ [31,796]</u>
Receipts over [under] expenditures	72,705		
Unencumbered cash, beginning	<u>254,678</u>		
Unencumbered cash, ending	<u>\$ 327,383</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Drug and Alcohol Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 109,029	\$ 35,000	\$ 74,029
Use of money and property	3,110	525	2,585
Total receipts	<u>112,139</u>	<u>\$ 35,525</u>	<u>\$ 76,614</u>
Expenditures			
Contractual services	11,500	50,000	\$ [38,500]
Transfer out	24,710	24,710	-
Total expenditures	<u>36,210</u>	<u>\$ 74,710</u>	<u>\$ [38,500]</u>
Receipts over [under] expenditures	75,929		
Unencumbered cash, beginning	<u>154,265</u>		
Unencumbered cash, ending	<u>\$ 230,194</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Soccer Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 16,228	\$ 18,250	\$ [2,022]
Use of money and property	<u>232</u>	<u>250</u>	<u>[18]</u>
Total receipts	<u>16,460</u>	<u>\$ 18,500</u>	<u>\$ [2,040]</u>
Expenditures			
Personal services	681	\$ 1,114	\$ [433]
Contractual services	2,993	9,550	[6,557]
Commodities	<u>6,734</u>	<u>8,100</u>	<u>[1,366]</u>
Total expenditures	<u>10,408</u>	<u>\$ 18,764</u>	<u>\$ [8,356]</u>
Receipts over [under] expenditures	6,052		
Unencumbered cash, beginning	<u>7,219</u>		
Unencumbered cash, ending	<u>\$ 13,271</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Park Dedication Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 4,000	\$ 3,500	\$ 500
Use of money and property	<u>1,448</u>	<u>1,200</u>	<u>248</u>
Total receipts	<u>5,448</u>	<u>\$ 4,700</u>	<u>\$ 748</u>
Expenditures			
Capital outlay	<u>110,000</u>	<u>\$ 110,000</u>	<u>\$ -</u>
Total expenditures	<u>110,000</u>	<u>\$ 110,000</u>	<u>\$ -</u>
Receipts over [under] expenditures	[104,552]		
Unencumbered cash, beginning	<u>105,582</u>		
Unencumbered cash, ending	<u>\$ 1,030</u>		

CITY OF BONNER SPRINGS, KANSAS

Risk Management Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Reimbursements	\$ 804	\$ -	\$ 804
Use of money and property	<u>1,638</u>	<u>350</u>	<u>1,288</u>
Total receipts	<u>2,442</u>	<u>\$ 350</u>	<u>\$ 2,092</u>
Expenditures			
Capital outlay	<u>3,304</u>	\$ 113,323	\$ [110,019]
Total expenditures	<u>3,304</u>	<u>\$ 113,323</u>	<u>\$ [110,019]</u>
Receipts over [under] expenditures	[862]		
Unencumbered cash, beginning	<u>102,397</u>		
Unencumbered cash, ending	<u>\$ 101,535</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Senior Center Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Intergovernmental	\$ 6,450	\$ 6,450	\$ -
Miscellaneous	30,559	37,000	[6,441]
Transfer in	<u>31,668</u>	<u>42,781</u>	<u>[11,113]</u>
Total receipts	<u>68,677</u>	<u>\$ 86,231</u>	<u>\$ [17,554]</u>
Expenditures			
Personal services	44,343	\$ 46,469	\$ [2,126]
Contractual services	26,665	38,862	[12,197]
Commodities	<u>745</u>	<u>900</u>	<u>[155]</u>
Total expenditures	<u>71,753</u>	<u>\$ 86,231</u>	<u>\$ [14,478]</u>
Receipts over [under] expenditures	[3,076]		
Unencumbered cash, beginning	<u>3,076</u>		
Unencumbered cash, ending	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Special Parks and Recreation Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 109,029	\$ 35,000	\$ 74,029
Use of money and property	<u>1,576</u>	<u>750</u>	<u>826</u>
Total receipts	<u>110,605</u>	<u>\$ 35,750</u>	<u>\$ 74,855</u>
Expenditures			
Capital outlay	<u>49,555</u>	<u>\$ 82,000</u>	<u>\$ [32,445]</u>
Total expenditures	<u>49,555</u>	<u>\$ 82,000</u>	<u>\$ [32,445]</u>
Receipts over [under] expenditures	61,050		
Unencumbered cash, beginning	53,693		
Prior year cancelled encumbrances	<u>40</u>		
Unencumbered cash, ending	<u>\$ 114,783</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Street Projects Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Intergovernmental	\$ 385,752	\$ 339,000	\$ 46,752
Use of money and property	5,936	1,000	4,936
Transfer in	<u>300,000</u>	<u>300,000</u>	<u>-</u>
Total receipts	<u>691,688</u>	<u>\$ 640,000</u>	<u>\$ 51,688</u>
Expenditures			
Contractual services	<u>682,631</u>	<u>\$ 850,000</u>	<u>\$ [167,369]</u>
Total expenditures	<u>682,631</u>	<u>\$ 850,000</u>	<u>\$ [167,369]</u>
Receipts over [under] expenditures	9,057		
Unencumbered cash, beginning	<u>385,004</u>		
Unencumbered cash, ending	<u><u>\$ 394,061</u></u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Summer Ball Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 14,448	\$ 22,000	\$ [7,552]
Use of money and property	33	100	[67]
Total receipts	<u>14,481</u>	<u>\$ 22,100</u>	<u>\$ [7,619]</u>
Expenditures			
Personal services	1,877	\$ 4,233	\$ [2,356]
Contractual services	4,853	8,250	[3,397]
Commodities	7,573	8,800	[1,227]
Total expenditures	<u>14,303</u>	<u>\$ 21,283</u>	<u>\$ [6,980]</u>
Receipts over [under] expenditures	178		
Unencumbered cash, beginning	<u>676</u>		
Unencumbered cash, ending	<u>\$ 854</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Recreation Program Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 72,705	\$ 12,200	\$ 60,505
Miscellaneous	101,174	148,200	[47,026]
Use of money and property	<u>2,683</u>	<u>-</u>	<u>2,683</u>
Total receipts	<u>176,562</u>	<u>\$ 160,400</u>	<u>\$ 16,162</u>
Expenditures			
Personal services	44,410	\$ 100,908	\$ [56,498]
Contractual services	8,715	21,038	[12,323]
Commodities	16,667	23,700	[7,033]
Capital outlay	<u>27,925</u>	<u>-</u>	<u>27,925</u>
Total expenditures	<u>97,717</u>	<u>\$ 145,646</u>	<u>\$ [47,929]</u>
Receipts over [under] expenditures	78,845		
Unencumbered cash, beginning	<u>105,471</u>		
Unencumbered cash, ending	<u>\$ 184,316</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Swimming Pool Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over <u>[Under]</u>
Receipts			
Charges for services	\$ 145,685	\$ 135,580	\$ 10,105
Miscellaneous	291	2,500	[2,209]
Transfer in	<u>78,182</u>	<u>113,326</u>	<u>[35,144]</u>
Total receipts	<u>224,158</u>	<u>\$ 251,406</u>	<u>\$ [27,248]</u>
Expenditures			
Personal services	126,354	\$ 183,866	\$ [57,512]
Contractual services	66,252	46,940	19,312
Commodities	21,593	20,600	993
Capital outlay	<u>10,937</u>	<u>-</u>	<u>10,937</u>
Total expenditures	<u>225,136</u>	<u>\$ 251,406</u>	<u>\$ [26,270]</u>
Receipts over [under] expenditures	[978]		
Unencumbered cash, beginning	-		
Prior year cancelled encumbrances	<u>978</u>		
Unencumbered cash, ending	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Tiblow Transit Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 6,987	\$ 6,234	\$ 753
Intergovernmental	57,074	82,520	[25,446]
Transfer in	-	-	-
Total receipts	<u>64,061</u>	<u>\$ 88,754</u>	<u>\$ [24,693]</u>
Expenditures			
Personal services	44,379	\$ 72,215	\$ [27,836]
Contractual services	4,053	6,885	[2,832]
Commodities	6,831	6,050	781
Capital outlay	24	-	24
Total expenditures	<u>55,287</u>	<u>\$ 85,150</u>	<u>\$ [29,863]</u>
Receipts over [under] expenditures	8,774		
Unencumbered cash, beginning	<u>17,644</u>		
Unencumbered cash, ending	<u>\$ 26,418</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Library Sales Tax Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Use of money and property	\$ 9,306	\$ 1,900	\$ 7,406
Total receipts	<u>9,306</u>	<u>\$ 1,900</u>	<u>\$ 7,406</u>
Expenditures			
Capital outlay	<u>24,790</u>	<u>\$ 33,100</u>	<u>\$ [8,310]</u>
Total expenditures	<u>24,790</u>	<u>\$ 33,100</u>	<u>\$ [8,310]</u>
Receipts over [under] expenditures	[15,484]		
Unencumbered cash, beginning	<u>584,334</u>		
Unencumbered cash, ending	<u>\$ 568,850</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Bonner Springs Center CID City Contribution Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Transfer in	\$ 76,569	\$ 80,000	\$ [3,431]
Total receipts	<u>76,569</u>	<u>\$ 80,000</u>	<u>\$ [3,431]</u>
Expenditures			
Contractual services	<u>76,569</u>	<u>\$ 80,000</u>	<u>\$ [3,431]</u>
Total expenditures	<u>76,569</u>	<u>\$ 80,000</u>	<u>\$ [3,431]</u>
Receipts over [under] expenditures	-		
Unencumbered cash, beginning	<u>-</u>		
Unencumbered cash, ending	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Bonner Springs Center CID Sales Tax Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Intergovernmental	\$ 101,368	\$ 105,000	\$ [3,632]
Total receipts	<u>101,368</u>	<u>\$ 105,000</u>	<u>\$ [3,632]</u>
Expenditures			
Contractual services	<u>101,368</u>	<u>\$ 105,000</u>	<u>\$ [3,632]</u>
Total expenditures	<u>101,368</u>	<u>\$ 105,000</u>	<u>\$ [3,632]</u>
Receipts over [under] expenditures	-		
Unencumbered cash, beginning	<u>-</u>		
Unencumbered cash, ending	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Bonner Springs TIF Increment Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Intergovernmental	\$ 239,044	\$ 270,000	\$ [30,956]
Total receipts	<u>239,044</u>	<u>\$ 270,000</u>	<u>\$ [30,956]</u>
Expenditures			
Contractual services	<u>239,044</u>	\$ 270,000	\$ [30,956]
Total expenditures	<u>239,044</u>	<u>\$ 270,000</u>	<u>\$ [30,956]</u>
Receipts over [under] expenditures	-		
Unencumbered cash, beginning	<u>-</u>		
Unencumbered cash, ending	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Capital Improvement Sales Tax Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 680,859	\$ 530,000	\$ 150,859
Use of money and property	17,351	2,500	14,851
Total receipts	<u>698,210</u>	<u>\$ 532,500</u>	<u>\$ 165,710</u>
Expenditures			
Transfers out	<u>300,000</u>	<u>\$ 300,000</u>	<u>\$ -</u>
Total expenditures	<u>300,000</u>	<u>\$ 300,000</u>	<u>\$ -</u>
Receipts over [under] expenditures	398,210		
Unencumbered cash, beginning	<u>817,595</u>		
Unencumbered cash, ending	<u>\$ 1,215,805</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Cemetery Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 35,930	\$ 46,000	\$ [10,070]
Transfer in	85,871	77,529	8,342
Total receipts	<u>121,801</u>	<u>\$ 123,529</u>	<u>\$ [1,728]</u>
Expenditures			
Personal services	83,038	\$ 84,322	\$ [1,284]
Contractual services	36,972	32,630	4,342
Commodities	1,791	6,577	[4,786]
Total expenditures	<u>121,801</u>	<u>\$ 123,529</u>	<u>\$ [1,728]</u>
Receipts over [under] expenditures	-		
Unencumbered cash, beginning	<u>-</u>		
Unencumbered cash, ending	<u>\$ -</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Emergency Services Capital Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Taxes	\$ 680,859	\$ 530,000	\$ 150,859
Use of money and property	15,354	1,800	13,554
Total receipts	<u>696,213</u>	<u>\$ 531,800</u>	<u>\$ 164,413</u>
Expenditures			
Contractual services	51,852	\$ 51,852	\$ -
Capital outlay	180,611	259,648	[79,037]
Transfer out	250,563	250,563	-
Total expenditures	<u>483,026</u>	<u>\$ 562,063</u>	<u>\$ [79,037]</u>
Receipts over [under] expenditures	213,187		
Unencumbered cash, beginning	<u>756,703</u>		
Unencumbered cash, ending	<u>\$ 969,890</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Nonbudgeted Special Purpose Funds - Actual *

Schedule of Receipts and Expenditures

Regulatory Basis

For the Year Ended December 31, 2022

	FEMA Mitigation Grant	Inspect Engineering Reimbursement	Asset Forfeiture	Senior Center Scholarship
Receipts				
Use of money and property	\$ -	\$ -	\$ 65	\$ 10
Intergovernmental	-	-	-	-
Reimbursements	-	45,966	-	-
Miscellaneous	-	-	2,386	-
Total receipts	-	45,966	2,451	10
Expenditures				
Contractual services	-	35,311	-	-
Commodities	-	-	299	-
Capital outlay	-	-	205	-
Transfer out	-	-	-	-
Total expenditures	-	35,311	504	-
Receipts over [under] expenditures	-	10,655	1,947	10
Unencumbered cash, beginning	[259]	[14,596]	2,515	590
Unencumbered cash, ending	\$ [259]	\$ [3,941]	\$ 4,462	\$ 600

* These funds are not required to be budgeted.

<u>Recreation Scholarship</u>	<u>Centennial Park</u>	<u>Fire Equipment Grant</u>	<u>LLEBG Grant</u>	<u>American Rescue Plan Act</u>	<u>Opioid Settlement</u>	<u>Total</u>
\$ 438	\$ -	\$ -	\$ -	\$ 572	\$ 76	\$ 1,161
-	-	-	-	603,264	1,958	605,222
-	-	-	-	-	-	45,966
-	60	-	-	-	-	2,446
<u>438</u>	<u>60</u>	<u>-</u>	<u>-</u>	<u>603,836</u>	<u>2,034</u>	<u>654,795</u>
2,410	-	-	-	-	-	37,721
-	-	-	-	-	-	299
-	-	-	-	-	-	205
-	-	-	-	603,836	-	603,836
<u>2,410</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>603,836</u>	<u>-</u>	<u>642,061</u>
[1,972]	60	-	-	-	2,034	12,734
<u>29,221</u>	<u>607</u>	<u>9,476</u>	<u>132</u>	<u>-</u>	<u>-</u>	<u>27,686</u>
<u>\$ 27,249</u>	<u>\$ 667</u>	<u>\$ 9,476</u>	<u>\$ 132</u>	<u>\$ -</u>	<u>\$ 2,034</u>	<u>\$ 40,420</u>

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Bond and Interest Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over <u>[Under]</u>
Receipts			
Taxes	\$ 911,993	\$ 905,858	\$ 6,135
Special assessments	117,484	105,000	12,484
Use of money and property	15,490	3,000	12,490
Transfer in	<u>1,330,884</u>	<u>1,330,884</u>	<u>-</u>
Total receipts	<u>2,375,851</u>	<u>\$ 2,344,742</u>	<u>\$ 31,109</u>
Expenditures			
Debt service			
Principal	1,720,000	\$ 1,720,000	\$ -
Interest	613,825	613,825	-
Cash basis reserve	<u>-</u>	<u>518,794</u>	<u>[518,794]</u>
Total expenditures	<u>2,333,825</u>	<u>\$ 2,852,619</u>	<u>\$ [518,794]</u>
Receipts over [under] expenditures	42,026		
Unencumbered cash, beginning	<u>530,250</u>		
Unencumbered cash, ending	<u>\$ 572,276</u>		

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CITY OF BONNER SPRINGS, KANSAS

Capital Project Funds - Actual *

Schedule of Receipts and Expenditures

Regulatory Basis

For the Year Ended December 31, 2022

	<u>Police Facility</u>	<u>Bonner Pointe TIF</u>	<u>Water Treatment Plant</u>	<u>Government Services Center</u>	<u>Powell Drive/ 43rd Street</u>	<u>Equipment Reserve</u>
Receipts						
Use of money and property	\$ -	\$ -	\$ -	\$ -	\$ 4,664	\$ 3,827
Intergovernmental	-	-	-	-	-	-
Bond proceeds	-	-	-	-	-	-
Loan proceeds	-	-	1,723,294	-	-	-
Miscellaneous	-	-	-	-	-	-
Transfer in	-	-	603,836	2,635	-	-
Total receipts	-	-	2,327,130	2,635	4,664	3,827
Expenditures						
Contractual services	-	-	2,136,219	2,325	-	-
Capital outlay	-	-	-	310	-	226,289
Transfer out	-	-	-	-	-	-
Total expenditures	-	-	2,136,219	2,635	-	226,289
Receipts over [under] expenditures	-	-	190,911	-	4,664	[222,462]
Unencumbered cash, beginning	[277,845]	2,343	-	[99,618]	288,484	367,487
Prior year cancelled encumbrances	-	-	-	-	-	-
Unencumbered cash, ending	<u>\$ [277,845]</u>	<u>\$ 2,343</u>	<u>\$ 190,911</u>	<u>\$ [99,618]</u>	<u>\$ 293,148</u>	<u>\$ 145,025</u>

* These funds are not required to be budgeted.

<u>Capital Improvement Reserve</u>	<u>JoCo Riverfront Park</u>	<u>Water Meter Replacement Project</u>	<u>138th Street Project</u>	<u>Traffic Signal Modernization Project</u>	<u>Scannell Properties Funding</u>	<u>Sandstone Townhomes Funding</u>	<u>Total</u>
\$ 29,751	\$ 5,211	\$ 2,351	\$ -	\$ -	\$ -	\$ -	\$ 45,804
-	-	-	-	254,925	-	-	254,925
-	-	980,000	-	-	-	-	980,000
-	-	-	-	-	-	-	1,723,294
-	-	-	-	-	43,782	4,000	47,782
<u>694,650</u>	<u>-</u>	<u>-</u>	<u>114,742</u>	<u>37,495</u>	<u>-</u>	<u>-</u>	<u>1,453,358</u>
<u>724,401</u>	<u>5,211</u>	<u>982,351</u>	<u>114,742</u>	<u>292,420</u>	<u>43,782</u>	<u>4,000</u>	<u>4,505,163</u>
170,000	-	24,542	77,655	292,420	30,482	2,964	2,736,607
328,701	-	587,163	37,087	-	-	-	1,179,550
<u>154,872</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>154,872</u>
<u>653,573</u>	<u>-</u>	<u>611,705</u>	<u>114,742</u>	<u>292,420</u>	<u>30,482</u>	<u>2,964</u>	<u>4,071,029</u>
70,828	5,211	370,646	-	-	13,300	1,036	434,134
1,931,741	322,301	-	-	-	-	-	2,534,893
<u>10,752</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,752</u>
<u>\$ 2,013,321</u>	<u>\$ 327,512</u>	<u>\$ 370,646</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,300</u>	<u>\$ 1,036</u>	<u>\$ 2,979,779</u>

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Sidewalk Escrow Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over <u>[Under]</u>
Receipts			
Use of money and property	\$ 734	\$ 150	\$ 584
Total receipts	<u>734</u>	<u>\$ 150</u>	<u>\$ 584</u>
Expenditures			
Capital outlay	-	\$ 45,539	\$ [45,539]
Total expenditures	<u>-</u>	<u>\$ 45,539</u>	<u>\$ [45,539]</u>
Receipts over [under] expenditures	734		
Unencumbered cash, beginning	<u>45,388</u>		
Unencumbered cash, ending	<u>\$ 46,122</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Solid Waste Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 487,494	\$ 490,414	\$ [2,920]
Use of money and property	<u>1,899</u>	<u>350</u>	<u>1,549</u>
Total receipts	<u>489,393</u>	<u>\$ 490,764</u>	<u>\$ [1,371]</u>
Expenditures			
Contractual services	464,055	\$ 466,071	\$ [2,016]
Transfer out	<u>24,538</u>	<u>24,538</u>	<u>-</u>
Total expenditures	<u>488,593</u>	<u>\$ 490,609</u>	<u>\$ [2,016]</u>
Receipts over [under] expenditures	800		
Unencumbered cash, beginning	<u>118,492</u>		
Unencumbered cash, ending	<u>\$ 119,292</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Wastewater Collection/Treatment Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 2,231,364	\$ 2,146,524	\$ 84,840
Miscellaneous	5,074	-	5,074
Use of money and property	15,299	2,400	12,899
Transfer in	-	4,000	[4,000]
Total receipts	<u>2,251,737</u>	<u>\$ 2,152,924</u>	<u>\$ 98,813</u>
Expenditures			
Personal services	500,453	\$ 531,113	\$ [30,660]
Contractual services	621,271	875,500	[254,229]
Commodities	82,802	77,500	5,302
Capital outlay	519,946	489,271	30,675
Transfer out	703,151	703,151	-
Total expenditures	<u>2,427,623</u>	<u>\$ 2,676,535</u>	<u>\$ [248,912]</u>
Receipts over [under] expenditures	[175,886]		
Unencumbered cash, beginning	<u>862,830</u>		
Unencumbered cash, ending	<u>\$ 686,944</u>		

CITY OF BONNER SPRINGS, KANSAS

Water Treatment/Distribution Fund
 Schedule of Receipts and Expenditures - Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 2,897,173	\$ 2,758,556	\$ 138,617
Miscellaneous	3,372	-	3,372
Use of money and property	37,632	5,000	32,632
Total receipts	<u>2,938,177</u>	<u>\$ 2,763,556</u>	<u>\$ 174,621</u>
Expenditures			
Personal services	554,258	\$ 574,559	\$ [20,301]
Contractual services	508,789	682,148	[173,359]
Commodities	544,964	542,500	2,464
Capital outlay	-	50,000	[50,000]
Debt service:			
Principal	54,532	54,532	-
Interest and other charges	3,251	-	3,251
Transfer out	543,636	543,636	-
Total expenditures	<u>2,209,430</u>	<u>\$ 2,447,375</u>	<u>\$ [237,945]</u>
Receipts over [under] expenditures	728,747		
Unencumbered cash, beginning	1,823,210		
Prior year cancelled encumbrance	<u>-</u>		
Unencumbered cash, ending	<u>\$ 2,551,957</u>		

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Stormwater Fund
Schedule of Receipts and Expenditures - Actual and Budget
Regulatory Basis
For the Year Ended December 31, 2022

	<u>Actual</u>	<u>Budget</u>	Variance- Over [Under]
Receipts			
Charges for services	\$ 111,934	\$ 111,000	\$ 934
Use of money and property	1,307	600	707
Total receipts	<u>113,241</u>	<u>\$ 111,600</u>	<u>\$ 1,641</u>
Expenditures			
Contractual services	90,692	\$ 84,500	\$ 6,192
Transfer out	84,188	84,188	-
Total expenditures	<u>174,880</u>	<u>\$ 168,688</u>	<u>\$ 6,192</u>
Receipts over [under] expenditures	[61,639]		
Unencumbered cash, beginning	<u>108,134</u>		
Unencumbered cash, ending	<u>\$ 46,495</u>		

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CITY OF BONNER SPRINGS, KANSAS

Trust Funds - Actual *
 Schedule of Receipts and Expenditures
 Regulatory Basis
 For the Year Ended December 31, 2022

	Law Enforcement <u>Trust</u>	Senior Center <u>Trust</u>
Receipts		
Use of money and property	\$ 2	\$ 242
Miscellaneous	-	253
Total receipts	<u>2</u>	<u>495</u>
Expenditures		
Contractual services	-	29
Commodities	-	357
Capital outlay	-	-
Transfers out	-	-
Total expenditures	<u>-</u>	<u>386</u>
Receipts over [under] expenditures	2	109
Unencumbered cash, beginning	<u>95</u>	<u>15,290</u>
Unencumbered cash, ending	<u>\$ 97</u>	<u>\$ 15,399</u>

* These funds are not required to be budgeted.

Bonner Beautiful Trust	Cemetery Trust	Police Canine Trust	Police Trust	Total
\$ 31	\$ 36	\$ 71	\$ 9	\$ 391
705	1,025	7,003	-	8,986
736	1,061	7,074	9	9,377
-	150	1,930	-	2,109
30	-	-	-	387
-	-	-	-	-
-	2,501	-	-	2,501
30	2,651	1,930	-	4,997
706	[1,590]	5,144	9	4,380
1,638	2,884	691	550	21,148
\$ 2,344	\$ 1,294	\$ 5,835	\$ 559	\$ 25,528

See independent auditor's report on the financial statements.

SCHEDULE 3

CITY OF BONNER SPRINGS, KANSAS

Bonner Springs City Library
Schedule of Receipts and Expenditures - Related Municipal Entity
Regulatory Basis
For the Year Ended December 31, 2022

Receipts	
State appropriations	\$ 2,281
County appropriations	451,955
City appropriations	254,526
Grants	9,616
Charges for services	13,722
Miscellaneous	113
Use of money and property	3,066
Donations	<u>4,553</u>
Total receipts	<u>739,832</u>
Expenditures	
Personal services	425,664
Contractual services	286,301
Commodities	6,288
Capital outlay	<u>6,262</u>
Total expenditures	<u>724,515</u>
Receipts over [under] expenditures	15,317
Unencumbered cash, beginning	<u>248,194</u>
Unencumbered cash, ending	<u>\$ 263,511</u>

See independent auditor's report on the financial statements.

CITY OF BONNER SPRINGS, KANSAS

Agency Funds
 Summary of Receipts and Disbursements
 Regulatory Basis
 For the Year Ended December 31, 2022

<u>Funds</u>	Beginning Cash <u>Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	Ending Cash <u>Balance</u>
Clearing	\$ -	\$ 95,198	\$ 90,680	\$ 4,518
Payroll Clearing	[3,819]	1,534,494	1,546,363	[15,688]
Court and Service Bond	50,896	102,207	93,234	59,869
Alcohol Drug and Safety	26,086	-	-	26,086
Total	<u>\$ 73,163</u>	<u>\$ 1,731,899</u>	<u>\$ 1,730,277</u>	<u>\$ 74,785</u>

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Mark Lee

Subject: Special Use Permit for 11845 Kaw Drive - SUP-04-23

Recommendation: The Community Development Director and Planning Commission recommend approval.

Action: Make a motion to adopt an ordinance approving the requested Special Use Permit for 11845 Kaw Drive - SUP-04-23

Background: The staff report presented to the Planning Commission is attached in entirety.

The subject property is approximately 4.8 +/- acres (209.667 +/- sqft.).

In the City's Zoning Ordinance, **Article XXVII--SPECIAL USES--Sections 1 & 2**, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B. Staff would further like to state that while the Zoning Regulations attempt to take into account "ALL" uses, it is very difficult to place every plausible use within its regulations.

While the specific use allowing for storage containers is not listed within our Zoning Regulations, it is listed within our Municipal Code:

11-414. Storage Containers.

The use of storage pods and similar metal containers used for the storage of materials, possessions, products or other items may be permitted for no more than two (2) months in any twelve (12) month period, which may be consecutive or non-consecutive. Containers must be positioned or located on private property on a driveway or other improved surface. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City.
(Code 2014)

The requested containers are to be placed within the perimeter of the fenced area and screened as the rest of the lot is required, site renderings are included within the agenda packet.

Discussion: Excerpt of minutes from the April 18, 2023 Planning Commission meeting follow -

5. Agenda Item # 5 - Public Hearing – SUP-04-23 - The applicant is requesting a Special Use Permit to allow for the installation and positioning of six (6) storage containers for contractor usage and one (1) storage container to serve as an office for the facility all to be located within the facilities fenced lot.

Staff introduced the item, explained the location of the project and the project itself. Staff noted

the number of stipulations that were placed upon the approval and how the majority dealt with the placement of the containers, the condition they must be kept in and the number of containers that can be present on-site without prior special use permits being applied for and approved – prior to the placement of additional containers – if requested. Staff further stated that due to complaints from the general public, additional screening was also being required. The current screening is not indicative of what the zoning regulations require.

Staff explained that storage containers are not addressed within the Zoning Regulations but are addressed within the Municipal Code. That language states – “The use of storage pods and similar metal containers used for the storage of materials, possessions, products or other items may be permitted for no more than two (2) months in any twelve (12) month period, which may be consecutive or non-consecutive. Containers must be positioned or located on private property on a driveway or other improved surface. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right of way, easement, public street or any public property without prior written permission from the City. (Code 2014)”

Chair Gebauer requested a motion to open the Public Hearing – Commissioner Mesmer made a motion to OPEN the hearing; Vice-Chair Clark SECONDED.

The Public Hearing was opened at 7:17pm.

Chair Gebauer asked if there were members of the public wishing to speak in favor of the request; being none, Chair Gebauer asked if there were any members of the public that wished to speak against the request, being none, Chair Gebauer asked if there were any questions of staff.

Commissioner Mesmer asked; “if this is passed does it mean there will be no more allowed on this site?” Staff stated; there is a stipulation included by staff that states, “Any increase in additional storage containers on-site shall initiate further Special Use Permit applications and hearings as required by the Zoning Regulations prior to the receipt and placement of said containers.”

Commissioner Mesmer asked if he would be allowed to request further special use permits to place more containers on-site. Staff stated that yes, he could in fact do this per staff’s stipulations. Staff further stated that if the applicant abides by the stipulations put in place, and the containers are moved and kept in a presentable manner, that this act would lend itself to further approvals but that nothing would guarantee approval and each special use request would be addressed on a case-by-case basis. Commissioner Mesmer commented that he did not want to put the Planning Commission “between a rock and a hard place” when and if it came to approving or denying a future request.

Staff further stated if the Commission recommends approval and the Governing Body passes the Ordinance granting approval and the applicant does not abide by the stipulations, then they Governing Body has the authority to revoke the special use permit and the containers would then be on-site illegally and would be required to be removed from the site per the Municipal Code.

Commissioner Neff asked if the Commission were to recommend approval, are we setting some sort of precedent for others to want the same thing? Staff stated they needed to start addressing containers on a wider scale and come up with regulations for them. We spoke of how the uses of containers are becoming more varied and numerous and how this may lend

itself to special use permits being issued for any use requesting storage containers, with strict stipulations being placed upon their uses along with standard regulations addressing appearance, location, etc.

Commission Bombardier asked how the storage containers came to be on the lot currently. The applicant was not present and staff did their best to explain what they believe occurred – the applicant allowed storage for a snow plow/landscape contractor – this contractor utilizes these containers during the winter months at various sites around the metro area. They take the containers and drop them in large parking lots for storage of various materials and equipment that is used during snow and/or ice removal at these sites, therefore eliminating the need to track items back and forth from numerous areas. Now that winter is over, they have all made their way back to the storage facility.

Staff further explained the initial discussions and plan that the applicant had and how those intentions seemed to wain as we got further into the process of his first special use request, this request never occurred though, and the applicant proceeded with his storage yard construction as approved.

With no applicant or public in attendance, Chair Gebauer called for a motion to CLOSE the Public Hearing; a motion to **CLOSE** the Public Hearing was made by Commissioner Mesmer and **SECONDED** by Vice-Chair Clark.

Public Hearing was closed at 7:24pm.

Commissioner Mesmer asked staff if the applicant had agreed to the stipulations placed on them by staff, and if the Commission needed to implement a timeline or timeframe in which the applicant had to abide by the stipulations. Staff stated they had not heard a reply from the applicant but that they did receive the staff report with the stipulations in it. Staff further stated that if the applicant chose not to abide by the stipulations, then they were in fact already in violation of the Municipal Code and the next step would be a violation notice stating that they must be removed and proceed through the violation process as any other code violation would. There was debate on whether a timeframe should be included in the stipulations, staff felt this was not necessary as they felt the applicant was more than amicable to the scenario.

Chair Gebauer called for a motion on the request. Vice-Chair Clark made a motion to **APPROVE** the requested Special Use Permit with staff recommendations. Commissioner Mesmer **SECONDED** the motion.

Chair Gebauer asked staff for a Roll Call vote

AYE – Zeps, Bombardier, Mesmer, Perica, Neff, Clark, Gebauer

NAY –

ABSTAIN - None

MOTION PASSED 7 - 0

Financial Impact: NA

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 5

CASE #: SUP-04-23

Topic: **PUBLIC HEARING-** The applicant is requesting a Special Use Permit to allow for the installation and positioning of six (6) storage containers for contractor usage and one (1) storage container to serve as an office for the facility all to be located within the facilities fenced lot.

Narrative:

The subject property is approximately 4.8 +/- acres (209.667 +/- sqft.).

In the City's Zoning Ordinance, **Article XXVII--SPECIAL USES--Sections 1 & 2**, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B. Staff would further like to state that while the Zoning Regulations attempt to take into account "ALL" uses, it is very difficult to place every plausible use within its regulations.

While the specific use allowing for storage containers is not listed within our Zoning Regulations it is listed within our Municipal Code:

11-414. Storage Containers.

The use of storage pods and similar metal containers used for the storage of materials, possessions, products or other items may be permitted for no more than two (2) months in any twelve (12) month period, which may be consecutive or non-consecutive. Containers must be positioned or located on private property on a driveway or other improved surface. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City.

(Code 2014)

The requested containers are to be placed within the perimeter of the fenced area and screened as the rest of the lot is required, site renderings are included within the agenda packet.

Presented by: Mark Lee – Community Development Director

Staff Recommendation:

Staff recommends that the Planning Commission approve the Special Use Permit to allow for installation of seven (7) metal storage container (Connex Box) to be located at 11845 Kaw Drive, with staff recommendations.

Attachments:

Staff Report (5pgs)

Site Plan with comments (1pg)

Application and Legal Description (3pgs)

Current visual representations (4 photos)

CONSIDER A SPECIAL USE PERMIT TO ALLOW FOR THE PLACEMENT AND/OR INSTALLATION OF SEVEN (7) STORAGE CONTAINERS (CONNEX BOX), WITHIN THE I-1 ZONING DISTRICT, TO BE LOCATED AT 11845 KAW DRIVE.

MEETING DATE: April 18, 2023
REPORT WRITTEN: April 6, 2023
CASE NUMBER: SUP-04-23

APPLICANT:

- Kaw Drive Storage (Brian Walters – Owner)
10625 W. 57th Street
Shawnee, KS 66203

REQUEST:

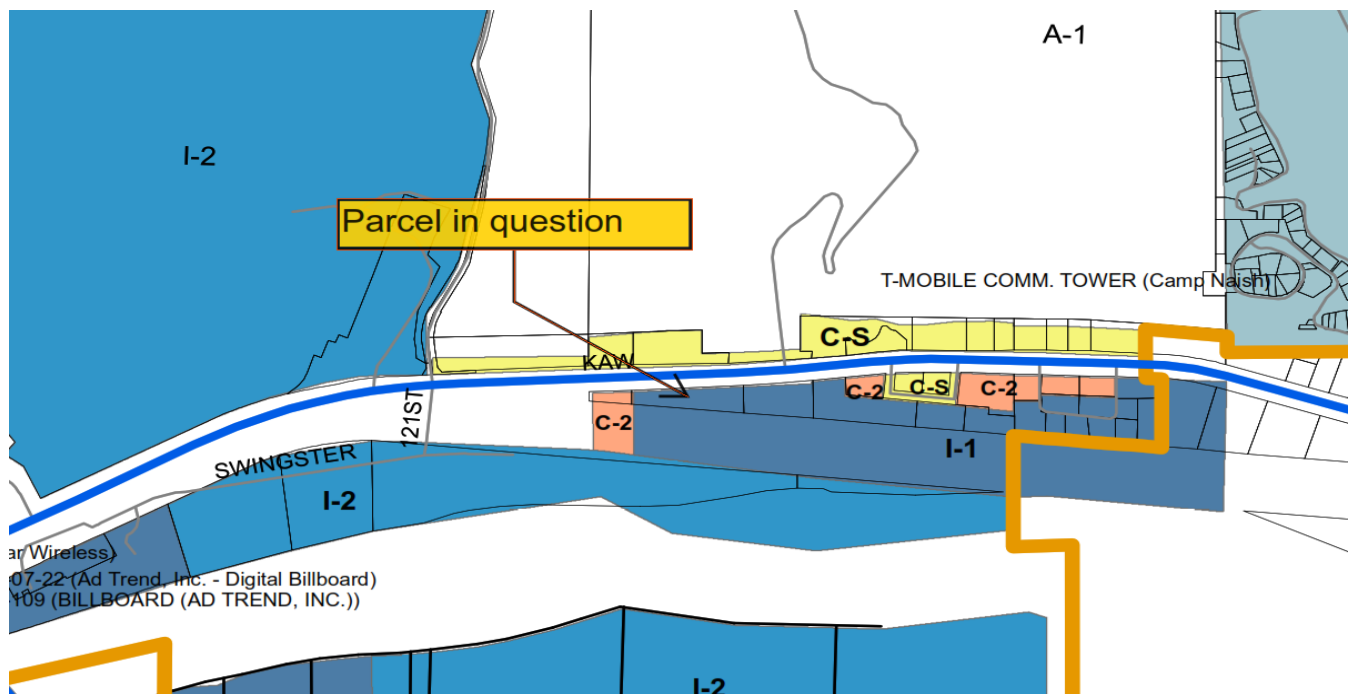
The applicant is requesting a Special Use Permit to allow for the installation and positioning of six (6) storage containers for contractor usage and one (1) storage container to serve as an office for the facility; all to be located within the facilities fenced lot.

ZONING:

The property is currently zoned “I-1” Light Industrial District

SURROUNDING ZONING:

- North - 32 Highway – beyond highway “C-S” Highway Service District
- South - Union Pacific R.R.
- East - I-1 Light Industrial District
- West - C-2 General Business District



BACKGROUND:

In the City's Zoning Ordinance, Article XXVII--SPECIAL USES--Sections 1 & 2, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B.

While the specific use allowing for storage containers is not listed within our Zoning Regulations it is listed within our Municipal Code:

11-414. Storage Containers.

The use of storage pods and similar metal containers used for the storage of materials, possessions, products or other items may be permitted for no more than two (2) months in any twelve (12) month period, which may be consecutive or non-consecutive. Containers must be positioned or located on private property on a driveway or other improved surface. Storage containers shall not be positioned or located in the yard and shall not be placed in the public right-of-way, easement, public street or any public property without prior written permission from the City. (Code 2014)

During Mr. Walters initial meeting with staff, he presented a somewhat novel idea and one that would have been nothing like Bonner Springs had at the time; and still do not. Mr. Walters had a vision to bring in storage containers and allow contractors to rent a storage container and allow for the potential to have a work vehicle, trailer or similar equipment stored next to it. The contractors could then have their storage container delivered to a jobsite if needed or remain on site as a 'storage unit'. As Mr. Walters and I discussed this further, his interest wanned and the project did not move forward as his initial thoughts. As Mr. Walters began opening up his facility for storage purposes, a few storage containers began showing up, as more and more showed up staff reached out to Mr. Walters to inform him again, that containers were not allowed within the city and that was the reason he would have needed the Special Use Permit initially.

Mr. Walters received notice that no more containers would be allowed and that he must proceed forward with a request for a Special Use Permit in order for them to remain on the premise. This prompted the current request from the applicant.

Article XXVII, Special Uses; state: *Special uses are those type of uses which, due to their nature, are dissimilar to the normal uses permitted within a given zoning district or where product, process, mode of operation, or nature of business may prove detrimental to the health, safety, welfare or property values of the immediate neighborhood and its environs.*

CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The Comprehensive Plan states that the role of the Planning Commission is to serve as an advisory board to the City Council; by conducting public hearings to obtain public opinion regarding each special use permit application. The Commission shall adopt recommendations that are forwarded to the City Council on each special use permit application request. In viewing requested special use permits the Commission shall consider compatibility and compliance with the Comprehensive Plan.

No specific language within the Comprehensive Plan address's locations of special uses. The Comprehensive Plan does indicate the area as being Industrial and states:

Industrial: This category accommodates land uses associated with industrial activities such as assembly, manufacturing, warehousing, and limited office/commercial activities as defined in the city's zoning regulations. This district corresponds to the 'I-1', and 'I-2' districts of the city zoning regulations.

Requirements as enumerated in Article XXVII; Special Uses:

Special Uses produce unique and special impacts because of their location, design, life span, method of operation, traffic circulation, or other similar characteristics which may have an impact on available or provided public facilities so that each such use must be considered individually. A special use permit shall not be granted unless specific written findings of fact directly based upon the particular evidence presented support the following conclusions:

1. The proposed special use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations, unless specifically exempted by the provisions of these regulations;

Per the Municipal Code of Bonner Springs, metal outdoor storage containers (Connex Box) are not allowed for longer than a two (2) month period in any zoning district without prior written authorization from the City; it does not differentiate between commercial, industrial or residential uses, they are simply not prohibited for any extended amount of time. Storage containers are becoming more and more prevalent and are being utilized in many different ways today, staff feels as this should be addressed in the near future.

2. The proposed special use at the specified location will contribute to and promote the welfare or convenience of the public;

The requested use will not contribute to, nor promote, the welfare or convenience of the public but will provide an office area for the facility and storage for contractors an/or customers.

3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located;

The proposed six storage containers are currently on-site and while their placement is sporadic, staff has put forth stipulations that should address some of this along with the appearance of the containers themselves. The parcel and majority of surrounding area is zoned as industrial, both light and heavy, the presence of storage containers in these zoning districts needs to be addressed moving forward.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:

- a) The location, nature and height of buildings, structures walls and fences on the site,

The requested special use will not change the physical exterior of the site and should not prove detrimental to the surrounding area, if arranged and kept in an orderly manner.

- (b) The nature and extent of landscaping and screening on the site.

The site is existing and screening was installed as part of the initial site plan approval. Per the I-1 Zoning District requirements; “All uses which back up to, or front upon any arterial or collector street or highway, shall be screened with a solid opaque fence, wall, landscaping, berming or any combination to provide screening of the yards. This screening shall be not less than six (6) feet or more than eight (8) feet in height; provided that such screening shall not be constructed in any drainage easement, established floodplain, or site triangle areas; and

A minimum of six (6) foot screening shall be solid opaque fence, wall, landscaping, berming or any combination to screen from all adjoining lower intensity zoning districts.”

It is staff’s opinion that the screening installed currently is not adequate and shall be reinforced or backed with some other form of screening to create a more opaque screen as called for in the Zoning Regulations.

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect;

All parking areas are located on an approved surface and within the facility.

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided; and

All of the above are currently provided

7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

Adequate ingress and egress are in place currently. There will be no further impact to traffic if the Special Use Permit is allowed.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Special Use Permit; SUP-04-23 with the following eleven (11) conditions:

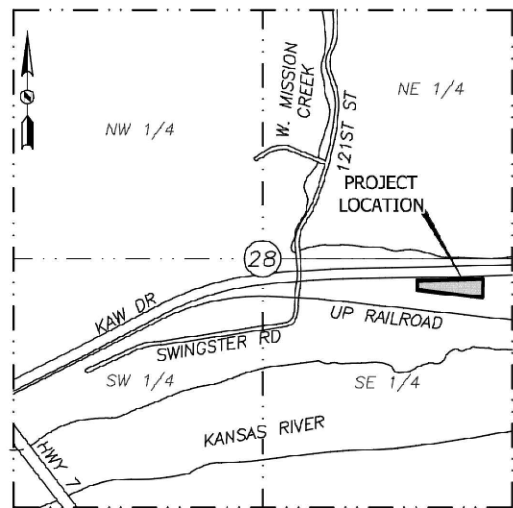
- 1) Additional screening of the site shall occur and include fabric reinforcement or additional measures to create the opaque screening as required in the I-1; Light Industrial Zoning District.
- 2) The Special Use Permit shall be for the continued use of six (6) storage containers with one (1) additional container to be utilized as an office space – totalling seven (7) storage containers.
- 3) The proposed storage containers, excluding the one used for an office, shall be relocated to along the southern property boundary and as far from the public right of way as possible.
- 4) The proposed storage containers shall be kept in a clean and presentable manner. This shall include no visible decomposition of the container.
- 5) The storage containers shall be arranged in a straight line, parallel to the fencing upon the property.

- 6) The storage containers and on-site fuel storage shall be secured per FEMA guidelines as the parcel is located within the floodplain.
- 7) Any increase in additional storage containers on-site shall initiate further Special Use Permit applications and hearings as required by the Zoning Regulations prior to the receipt and placement of said containers.
- 8) The Special Use Permit shall expire if the land on which the use is operated is sold, or if leased, upon termination of the lease
- 9) The Special Use Permit shall expire when the operation of the approved use is discontinued for a period of more than six (6) months
- 10) The Special Use Permit shall not transfer to another person or to a different location; and
- 11) The Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordinances of the City of Bonner Springs, Kansas.

COMMISSION OPTIONS

1. **Recommend approval to the City Council, with or without conditions.**
2. **Recommend denial to the City Council.**
3. **Continue the Public Hearing to another date, time and/or place.**

Jan 23, 2023 - 10:29am Plotted By: les.hamilton V:\032560-Kaw Valley Storage\04-DWG\Eng\Sheet\032560-SHFS-SITE.dwg Layout: Site Plan (SUP)



SECTION MAP
SECTION 28-T11S-R23E
(NOT TO SCALE)

Property Description: Warranty Deed 2018R-06723

All that part of the Southeast Quarter of Section 28, Township 11 South, Range 23 East in Wyandotte County, Kansas bounded as follows: On the East by a line 360.6 feet West of and parallel to the North and South line between Sections 27 and 28, Township 11, Range 23, on the West by a line of right of way of the Union Pacific Railroad Company, on the west by a line 1640 feet East of the North and South centerline of said Section 28, and on the North by the South line of State Highway No. 32, (Golden Belt Highway), less any part taken or used for highway or road purposes, subject to the right of Union Pacific Railroad Company to land 200 feet Northerly of center line of said Railroad Company's right of way.

Lease Area: Union Pacific Railroad Company Lease, Audit 11867

The premises at Bonner Springs, Kansas shown on the print dated November 20, 2018, marked Exhibit A, hereunto attached and made a part hereof [Exhibit shows a 150-foot parcel immediately adjacent to the south line of the tract].

CIVIL ENGINEER

BHC
7101 COLLEGE BOULEVARD, SUITE 400
OVERLAND PARK, KANSAS 66210
P (913) 663-1900
F (913) 663-1633
CONTACT: LESLIE R HAMILTON, PE, PS
EMAIL: les.hamilton@ibhc.com

DEVELOPER

REDPOINT PROPERTIES, LLC
10625 W 57TH ST
SHAWNEE, KS 66203
PH: (913) 710-6064
CONTACT: BRIAN WALTERS
EMAIL: baw841@gmail.com

SURVEYOR OF RECORD

BHC
712 STATE AVE.
KANSAS CITY, KANSAS 66101
P (913) 663-1900
F (913) 663-1633
CONTACT: STEVEN SHAFER
EMAIL: steve.shaffer@ibhc.com

SITE
PARCEL 952307: 2.4 AC
LEASE AREA: 2.4 AC
TOTAL PROJECT AREA: 4.8 AC

IMPERVIOUS AREA:
EXISTING: AGRICULTURAL USE NONE
PROPOSED: 4.52 AC

BUILDING
BUILDING AREA: CONEX STORAGE CONTAINER (~20-FT X 8-FT X 8.5-FT TALL) = 160 SF

PARKING
PARKING PROVIDED: NO DESIGNATED PARKING (STRIPING NOT PROVIDED)

YARD REGULATIONS:
FRONT YARD = 20-FEET
SIDE YARD = NONE
REAR YARD = 20-FEET

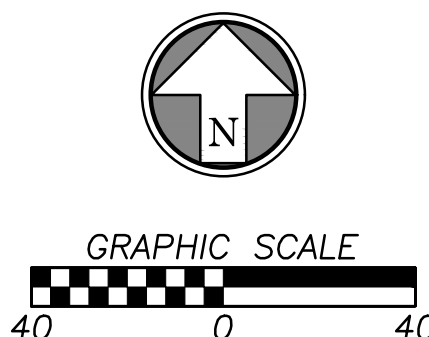
LANDSCAPING:
LANDSCAPING REQUIRED - FRONTAGE: 1 TREE PER 40-FEET @ 690 FEET = 18 TREES
- INTERIOR: MINIMUM 6-PERCENT OF INTERIOR PARKING AREA AND/OR 1 TREE PER 10 PARKING SPACES
LANDSCAPING PROVIDED - FRONTAGE: 19 TREES
- INTERIOR: NONE

EXISTING ZONING: L-1, LIGHT INDUSTRIAL
PROPOSED ZONING: L-1, LIGHT INDUSTRIAL SUP
EXISTING LAND USE: AGRICULTURAL
PROPOSED LAND USE: CONSTRUCTION CONTRACTOR OUTSIDE STORAGE, SELF-STORAGE WITH OUTSIDE STORAGE

- 00 EXISTING SECURITY FENCE INSTALLED AT RIGHT-OF-WAY LINE
02 EXISTING SECURITY FENCE
03 EXISTING MILLINGS SURFACE
04 EXISTING SITE TREES
05 PROPOSED CONCRETE ENTRANCE
06 EXISTING GATE
07 EXISTING STREET TREES

SITE LEGEND

- PROPOSED CONCRETE PAVEMENT
MILLINGS SURFACE TREATMENT
LEASE LINE
PROPERTY LINE
EXISTING OVERHEAD ELECTRICAL LINE
EXISTING GAS LINE
EXISTING WATERLINE
EXISTING FIBER OPTIC LINE
EXISTING SANITARY SEWER LINE
TREE TO BE SAVED - DO NOT DISTURB
EXISTING STREET TREE



GENERAL NOTES:

- Contractor shall verify the location, size, material and depth of all utilities prior to any excavation or construction activity.
- It shall be the Contractor's responsibility to meet all applicable laws and regulations pertaining to the disposal of construction/demolition material.
- The Contractor shall be responsible for obtaining and payment of any permits for demolition that pertain to this project.
- All removals required to properly perform the work (whether shown on the plans or not) shall be performed by the Contractor at no additional cost to the owner.
- Per KDA-DWR, the storage containers shall be considered a permanent structure and shall be elevated a minimum one-foot above the BFE.

FLOOD PLAIN NOTE:

THIS SITE LIES WITHIN FLOOD ZONE "AE" (BASE FLOOD ELEVATIONS DETERMINED) AS SHOWN ON FEMA FIRM, WYANDOTTE COUNTY, KANSAS AND INCORPORATED AREAS, PANEL 128 OF 210, MAP NUMBER 20209C0128D, EFFECTIVE DATE SEPTEMBER 2, 2011.
- BFE ALONG WEST PROPERTY LINE ~776
- BFE ALONG EAST PROPERTY LINE ~ 775.3

UTILITY CONTACTS

Atmos Energy
Tony Benedict
25090 W 110th Terrace
Olathe, KS 66061
Direct (913) 254-6344

Bonner Springs Utilities
Ron Wyatt (Wastewater and Water)
12401 Kaw Drive
Bonner Springs, KS 66012
Office (913) 422-8117
Cell (913) 207-0359
E-Mail: rwyatt@bonnersprings.org

BPU
Courtney Conner (Electric)
540 Minnesota Ave
Kansas City, KS 66101
Direct (913) 573-9538
E-Mail: cconner@bpu.org

Sprint (T-Mobile)
(877) 651-2379

All existing utility locations shown are approximate only and are not guaranteed to be accurate or all inclusive. Contractor shall be responsible for contacting all utility companies and verifying the actual field locations of all utilities prior to any construction activity. Contractor shall keep all utility locations current. Utilities damaged through the negligence of the contractor to obtain the proper field locations shall be the responsibility of the contractor to repair or replace at their expense and at the direction of the utility company. The contractor shall pothole and survey all utility crossings prior to construction of any portion of storm sewer, sanitary sewer laterals, underdrains, conduit and any other subsurface element of the project. The survey information shall be forwarded to the project engineer for review. The contractor shall not begin construction on any subsurface element on the project without the approval of the project engineer. Utility coordination, potholing/surveying shall be subsidiary to other bid items.

LESLIE R. HAMILTON, PE, PS
KS PE 9264



Prepared For:
REDPOINT PROPERTIES, LLC
BRIAN WALTERS
10625 W 57TH STREET
SHAWNEE, KS 66203
913-710-6064

KAW VALLEY STORAGE
11845 KAW DRIVE
BONNER SPRINGS, KS

SITE PLAN - SPECIAL USE PERMIT

Design: LRH Drawn: IDJ
Checked: LRH
Issue Date: 2023-01-18
Project Number: 032560

C1

Pd + signed
2/10

CITY OF BONNER SPRINGS, KS
Community and Economic Development Department

SPECIAL USE PERMIT (SUP) APPLICATION

Staff Use Only

SUP - 04-23

PC Date: 4/18/23

CC Date: 5/8/23

Date Rec'd: 2/10/23

Rec'd by: _____

Date: January 18, 2023

Subject Property Address: 11845 Kaw Drive, Bonner Springs, KS 66111

Project Name (if applicable): Kaw Drive Storage

Applicant Name: Brian Walters

Phone: [REDACTED]

Address: 10625 W 57th Street, Shawnee, KS 66203

E-mail (required): baw841@gmail.com

Record Property Owner: Redpoint Properties, Inc. (Brian Walters)

Phone: [REDACTED]

Parcel No.: 952307

Quarter Section: SE

Section/Township/Range: 28-11-23

Legal Description of the Tract: see attached

Tract Acreage: 4.8 acres

General Location/Cross-streets: _____

Zoning: L-1

Present Use: outside storage,
self storage

L-1, Light Industrial

Requested Use: (outside storage, self-storage)

I hereby certify that the information herein submitted is complete, true, and accurate. That I have been reviewed the development procedures and guidelines required, and I hereby grant the City permission to post a public notice sign on the subject property.

***Applicant Signature:** Brian Walters

Date: 2-10-23

Applicant Name (Printed): Brian Walters

Does Applicant have Permission from the Owner(s) to Apply for an SUP and Authorize Permission to Post?

Yes X No _____

If Requested, Can the Applicant Provide a Letter of Consent from the Owner(s)?

Yes X No _____

Special Use Permit (SUP) Application Process

A pre-application meeting with the City Planner is required prior to application submittal. Call or email to set an appointment -- 913-667-1708

Applicants are encouraged to communicate with all adjacent property owners prior to beginning the special use permit process.

Submittal Requirements

- X Completed and signed application – Signature of applicant and property owner’s consent are required
- X Eight (8) 11” x 17” copies of a scaled site plan or survey of the area for a special use permit
- Site plan must be:
- drawn to scale,
 - contain the legal description, and
 - indicate buildings, parking, north arrow, etc.
- X Check for \$300.00 – made payable to the City of Bonner Springs for application fee
- X PDF copy of all drawings must be emailed to the City Planner

Additional fees

City staff generates a list of property owners within the 200’ radius of the exterior of the subject property and creates and mails notification of a public hearing for a Special Use Permit application.

- *Applicants will be billed \$12 for each unique property owner on the 200’ mailing list.*

City staff submits the required notification to the City newspaper for publication not less than 20 days prior to the public hearing.

- *Applicants will be billed for the publishing costs.*

City staff will prepare and post a Notice of Public Hearing sign.

- *Applicants will be billed \$25 for the first sign and \$10 for each additional sign, if applicable.*

Meetings

The Planning Commission holds a public meeting and votes to recommend approval or denial of the application.

- *Planning Commission meetings are typically on the third (3rd) Tuesday of each month at 7:00 PM*

The Governing Body will review the application for consideration and action at a regular City Council meeting.

- *The City Council typically meets on the second (2nd) and fourth (4th) Monday of each month at 7:30 PM.*

Reference

Lists of all Special Uses are located in the Zoning Ordinance Appendix A or Appendix B

Additional information on Special Uses is located in the Zoning Ordinance Article XXVII

https://www.bonnerrsprings.org/DocumentCenter/View/92/zoning_ordinance?bidId=

Questions? -- Contact the City Planner at 913-667-1708

=====	
FEES	
Application Fee: \$300	\$ <u>300.00</u> pd 2/10
Notification: ____ x \$12 =	\$ _____
Publication:	\$ _____
Sign (first): \$25	\$ _____
Add'l Signs ____ x \$10 =	\$ _____
=====	
Total Due: \$ _____	

Invoice Date: _____

Payment Rec'd Date: _____

Check #: _____

Receipt #: _____

Property Description: *Project consists of Parcel No. 952307 (Warranty Deed 2018R-06723) and adjoining UPRR Lease (Audit 11867).*

All that part of the Southeast Quarter of Section 28, Township 11 South, Range 23 East in Wyandotte County, Kansas bounded as follows: On the East by a line 360.6 feet West of and parallel to the North and South line between Sections 27 and 28, Township 11, Range 23, on the West by a line of right of way of the Union Pacific Railroad Company, on the west by a line 1640 feet East of the North and South centerline of said Section 28, and on the North by the South line of State Highway No. 32, (Golden Belt Highway), less any part taken or used for highway or road purposes, subject to the right of Union Pacific Railroad Company to land 200 feet Northerly of center line of said Railroad Company's right of way.

And also:

The premises at Bonner Springs, Kansas shown on the print dated November 20, 2018, marked Exhibit A, hereunto attached and made a part hereof [Exhibit shows a 150-foot parcel immediately adjacent to the south line of parcel no. 952307].









ORDINANCE NO. _____

An Ordinance to approve a Special Use Permit for Redpoint Properties, Inc (Brian Walters -Owner), for the location of 11845 Kaw Drive under SUP-04-23. This Special Use Permit is to allow for the installation and positioning of six (6) storage containers for contractor usage and one (1) storage container to serve as an office for the facility all to be located within the facilities fenced lot.

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

SECTION I: That the Official Zoning Map be amended to indicate issuance of a Special Use Permit to Redpoint Properties, Inc (Brian Walters – Owner).; approved under SUP-04-23 allowing for the installation and positioning of six (6) storage containers for contractor usage and one (1) storage container to serve as an office for the facility; all to be located within the facilities fenced lot.

The approval of SUP-04-23 is subject to the following eleven (11) conditions:

- 1) Additional screening of the site shall occur and include fabric reinforcement or additional measures to create the opaque screening as required in the I-1; Light Industrial Zoning District.
- 2) The Special Use Permit shall be for the continued use of six (6) storage containers with one (1) additional container to be utilized as an office space – totalling seven (7) storage containers.
- 3) The proposed storage containers, excluding the one used for an office, shall be relocated to along the southern property boundary and as far from the public right of way as possible.
- 4) The proposed storage containers shall be kept in a clean and presentable manner. This shall include no visible decomposition of the container.
- 5) The storage containers shall be arranged in a straight line, parallel to the fencing upon the property.
- 6) The storage containers and on-site fuel storage shall be secured per FEMA guidelines as the parcel is located within the floodplain.
- 7) Any increase in additional storage containers on-site shall initiate further Special Use Permit applications and hearings as required by the Zoning Regulations prior to the receipt and placement of said containers.
- 8) The Special Use Permit shall expire if the land on which the use is operated is sold, or if leased, upon termination of the lease
- 9) The Special Use Permit shall expire when the operation of the approved use is discontinued for a period of more than six (6) months
- 10) The Special Use Permit shall not transfer to another person or to a different location; and
- 11) The Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordinances of the City of Bonner Springs, Kansas.

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

Approved by the Governing Body and signed by the Mayor on this ____ day of _____, 2023.

Jeff Harrington, Mayor

ATTEST:

Christina Brake, CMC, City Clerk

(SEAL)

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Justine Spease

Subject: Fitness Court Concrete Pad Installation - Award Bid

Recommendation: The Recreation Manager recommends approval.

Action: Make a motion to accept the bid for the fitness court concrete pad from Legacy Underground for \$34,500.

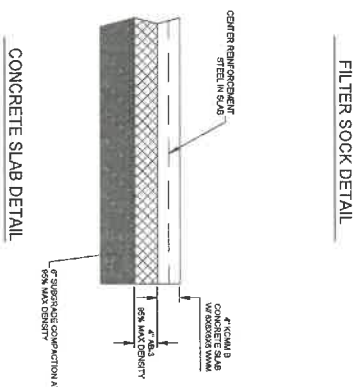
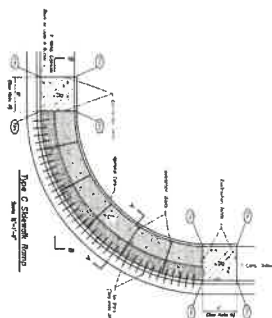
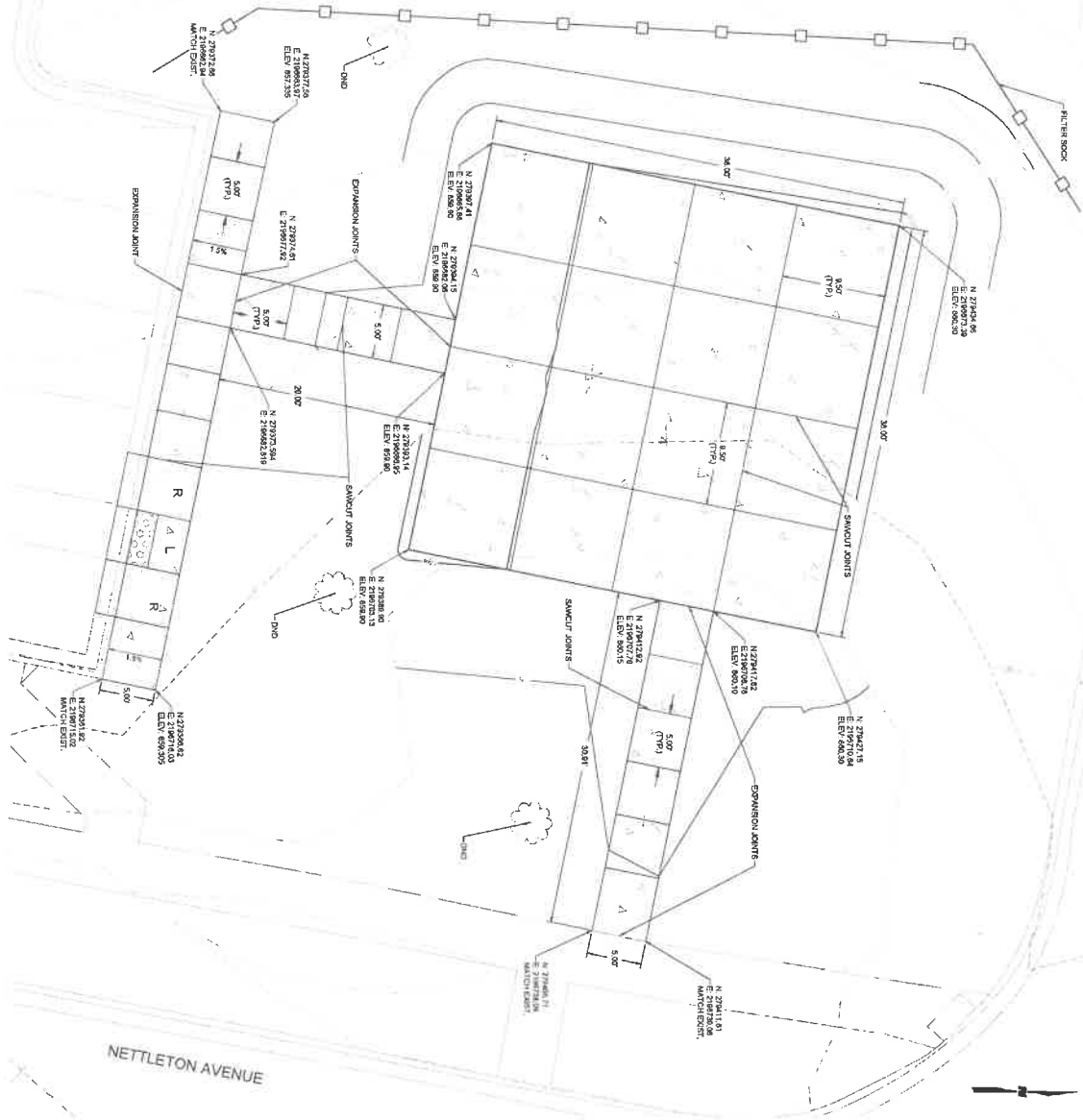
Background: At the September 26th, 2022 City Council Meeting, Council approved staff to pursue the National Fitness Campaign project and grant funds to help fund said project. The City was awarded a \$30,000 grant to purchase the fitness court equipment, which was accepted by the City Council at the November 14th, 2022 meeting. It was proposed by staff that this project be funded by both the Park Dedication fund and the Special Parks fund. At the December 19th Council Meeting, Council approved a budget amendment for 2022 for the fitness court equipment to be purchased through the Park Dedication fund.

Discussion: Invitation to bid for the installation of the concrete pad for the fitness court was posted through Drexel by the City's Engineer on March 30th with a due date of Tuesday, April 25th at 11AM. Two different companies bid on the project, the lower of the two bids was made by Legacy Underground for a total of \$34,500. After notice of award and given notice to proceed, they would have 30 days to complete the work. The concrete pad must then be cured for at least 28 days before the rubber flooring and equipment can be installed.

Financial Impact: This was not a planned project in the 2023 budget and a budget amendment would need to be made for \$34,500 for the concrete pad, and estimated \$25,000 for equipment installation, and approximately \$8,000 for engineering. These project costs would be paid through the Special Parks and Recreation Fund. The projects that are budgeted out of the Special Parks and Recreation Fund for this year include the purchase of a department van (\$28k), replacement freezer (\$10k), cottonwood room flooring replacement (\$10k), and replacement gym lighting (\$12k). Staff does not plan to purchase the freezer this year due to increased prices and are waiting for the summer round of sales for vehicles. The gym lighting project was completed with Camp Grant funds and staff plans to complete the cottonwood flooring another year. This totals \$32,000 of Special Parks Funds that were previously budgeted for but staff would like to change the use for the Fitness Court project. With the reductions in currently budgeted items, the total amendment to the 2023 Special Parks and Recreation Budget would be \$35,500. There was additional liquor tax revenue received in 2022 over the budgeted liquor tax revenue to cover the additional \$35,500 of budget authority needed for the project.

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[illegible]



UTILITY CONTACTS

Cable
AT&T
Telephone
AT&T
Fiber Optic
AT&T
Power
Energy
816-536-2103
Water
City of Cowan Springs
913-441-1961

GENERAL NOTES

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BONNER SPECIFICATIONS AND SPECIFICATIONS CURRENTLY IN EFFECT. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL NOTIFY ALL UTILITIES WITH A LOCATION IN THE AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR DEEPENING OR EXTENDING THE TAIL OF THE SLAB AND SECURING SO THAT NOT BEING DURING CONCRETE PLACEMENT. ANY JOINTS IN SLAB SECTION SHALL BE SPACED AT 8'5" IN SLAB AND SECTIONS SPACED AT 10'0" IN WALLS. ALL REINFORCING SHALL BE HYDROBONDED WITH TUBE ALL DEPLETED AREAS SHALL BE HYDROBONDED WITH TUBE THE TAIL REINFORCING END.

CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020

**WILSON
& COMPANY**
300 E 101ST TERR., STE 200
KANSAS CITY, MO 64131
PHONE: (816) 701-3100

BONNER SPRINGS
NETTLETON FITNESS COURT



Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Frank Abart

Subject: WaterOne Contract Amendment No. 1

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve Contract Amendment No. 1 with WaterOne for emergency water access and water sales to the City of Bonner Springs.

Background: The City of Bonner Springs entered into a contract agreement with WaterOne in January, 2019. The agreement outlined the specific responsibilities of both organizations associated with access to water provided by WaterOne. The City of Bonner Springs uses the connection primarily to support a fire flow event on the south side of the Kansas River.

Discussion: The current contract agreement ended on April 30, 2023 and begins continuous one-year extensions unless otherwise altered by either party. WaterOne requested Amendment No. 1 to the current contract agreement. The primary updates of the amendment include current contact names/numbers and an increase in the cost per thousand gallons used from \$5.43 to \$6.89. This cooperative agreement allows the City to provide increased capacity for unexpected pressure fluctuations and/or fire flow events.

Financial Impact: The overall increase in the cost per thousand gallons reflected in the amendment is \$1.46. As a point of perspective, the City compensated WaterOne for use in the total amount of \$0.00 during 2022 for this access. The redundancy in operations created through this agreement has value to the City.

AMENDMENT NO. 1 TO THE
RECIPROCAL EMERGENCY WATER SALES AGREEMENT BETWEEN THE CITY OF
BONNER SPRINGS, KANSAS AND WATER DISTRICT NO. 1 OF JOHNSON COUNTY

This Amendment No. 1 ("Amendment") to the Reciprocal Emergency Water Sales Agreement Between the City of Bonner Springs, Kansas and Water District No. 1 of Johnson County dated January 14, 2019 ("Agreement") is entered into this ____ day of _____, 2023, by and between the City of Bonner Springs, Kansas, a municipal corporation and Water District No. 1 of Johnson County, Kansas, a quasi-municipal corporation (each a "party", and collectively the "parties").

In consideration of the agreements herein contained, the parties hereto agree as follows:

1. Section 7.C is deleted in its entirety and replaced with the following:

C. Water provided for a Non-Emergency Condition, as specified in Section 3 of this Agreement, shall be charged at the rate of \$6.89 per thousand gallons.

2. Section 8 is deleted in its entirety and replaced with the following:

The duration of this Agreement shall be five (5) years commencing May 1, 2023 and shall automatically renew thereafter for successive one-year terms on the anniversary date of May 1st upon the same terms and conditions therein. Either party may terminate this Agreement according to Section 7, Subsection F or otherwise by notifying the other party in writing at least six (6) months in advance of the date it elects to terminate the Agreement.

3. The contact information for Bonner Springs in Section 10 is deleted in its entirety and replaced with the following:

City of Bonner Springs
Sean Pederson
City Manager
200 E. Third Street
P.O. Box 38
Bonner Springs, KS 66012
913-422-1020, Ext. 1318 Office

4. Exhibit A from the Agreement deleted in its entirety and replaced with the attached Exhibit A.

Except as otherwise modified or amended by this Amendment, all other provisions of the Agreement remain unchanged and in full force and effect. In the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as a binding agreement as of the Effective Date set forth above.

City of Bonner Springs

ATTEST:

By: _____

Jeff Harrington

Mayor

Christina Brake, City Clerk

Approved as to form:

Attorney for the City of Bonner Springs

Water District No. 1 of Johnson County Kansas

Approved as to form:

By: _____

Eric R. Arner

Acting General Manager

Attorney for WaterOne

**EXHIBIT A
PURSUANT TO SECTION 4: NOTIFICATION**

The contact people for WaterOne, in order of priority, are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
Michelle Wirth	Director of Production	913-895-5821 office 913-523-6074 cell
Shaun Pietig	Director of Distribution	913-895-5715 office 913-638-0345 cell
Kevin Caveny	Manager of Operations	913-895-5883 office 816-620-7457 cell
Control Room		913-895-5801
Cody Ellett	Manager of Distribution Operations	913-895-5620 office 913-289-3955 cell

The Contact Persons for the City of Bonner Springs, in order of priority, are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
Frank Abart	Public Works Director	913-441-1961 office 913-298-9134 cell
Matt Beets	Deputy Director Public Works	913-441-1961 office 913-961-3724 cell
Chuck Staples	Utility Manager	913-441-1961 office 913-721-7519 cell
After hours number		913-422-1020

Updated April 19, 2023

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Water Treatment Plant - KDHE Loan and Loan Forgiveness

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve the loan agreement with KDHE for project No. 3155 in the amount of \$2.5 million.

Background: The City of Bonner Springs has been pursuing a “loan forgiveness” effort for nearly a year. The effort was successful. However, the process required is the same as if the City were taking out a loan. The amount that is eligible for the “forgiveness” program is \$2.5 million due to the Manganese in our ground water that has been determined to be an emerging contaminant by the EPA. The project costs required to remove the Manganese are eligible.

Discussion: The City has provided the applications, held the public hearings, and all of the supporting documentation. The City must pursue this KDHE process as a loan application/agreement even though there is no intention of acquiring a loan without a corresponding loan forgiveness commitment.

The documents included with this request are the actual loan agreement documents for \$2.5 million which must be approved by Council and executed by the Mayor.

Financial Impact: The loan agreement must be approved before the “loan forgiveness” component can be applied.

LOAN AGREEMENT

Between

**THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS**

and

THE CITY OF BONNER SPRINGS, KANSAS

KPWSLF PROJECT NO. 3155

EFFECTIVE AS OF APRIL 10, 2023

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Indenture. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's State Revolving Fund Revenue Bonds, pursuant to the Master Indenture.

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RECITALS

KANSAS PUBLIC WATER SUPPLY LOAN FUND LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of April 10, 2023, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and BONNER SPRINGS, KANSAS, a "Municipality" according to K.S.A. 65-163d, hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (jointly, the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, Kansas Development Finance Authority (the "Authority"), and the Kansas Department of Administration (the "DOA") have entered into an Inter-Agency Agreement dated as of December 23, 2019, (jointly, the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, the DOA and the Authority to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Indenture, dated as of November 1, 2010, as the same may be amended and supplemented from time to time (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Public Water Supply Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, the State has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority.

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Additional Payments" means the payments described in *Section 2.06* hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Kansas Revolving Loan Fund Revenue Bonds, issued in one or more series, pursuant to Bond Resolution No. 287, and supplements thereto, or such other authorization, resolution, indenture, instrument or security agreement deemed appropriate by KDFA and KDHE.

"Code" means the Internal Revenue Code of 1986, and amendments thereto, and any applicable regulations thereunder promulgated by the Department of the Treasury.

"Continuing Disclosure Undertaking" means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in *Exhibit B* attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to *Section 2.03* hereof.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Safe Drinking Water Act, including the Safe Drinking Water Act Amendments of 1996 [PL 104-182] thereto.

"FIAC" means the Financial Integrity Assurance Conditions, attached hereto as *Exhibit I*.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan" means the loan made by KDHE to the Municipality to finance or refinance a portion of the Project Costs pursuant to this Loan Agreement.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-163d through 65-163u inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to *Section 2.05* of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in *Article II* hereof.

"Municipal Fiscal Year" means the twelve-month period ending on December 31 of each year.

"Municipality" means the City of Bonner Springs, Kansas, its successors and assigns.

"Master Indenture" means the Master Indenture between the Authority and KDHE, dated as of November 1, 2010, and any agreement or agreements amendatory or supplemental thereto.

"Project" means the acquisition, design, construction, improvement, repair, rehabilitation or extension of the System described in *Exhibit A* hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and (d) financing and administrative costs associated with the Loan Agreement.

"Public Water Supply System" means a system for the provision to the public of piped water for human consumption, if such system has at least ten (10) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, and as further defined in K.S.A. 65-162a, and amendments thereto.

"Rating Agency" means Moody's Investors Service, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Fitch Investors Service, Inc., and any other nationally recognized securities rating agency designated by the Authority.

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-15-50 to 28-15-65, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Public Water Supply Loan Fund established by the Loan Act.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means the water system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in *Exhibit A*, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Public Water Supply System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed \$2,500,000 to the Municipality to pay all or a portion of the Project Costs for the Project described in *Exhibit A* hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (*Exhibit B* hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to *Exhibit B* shall be effected by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the loan shall be 2.13% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, *Exhibit B* hereto. This interest rate consists of a net loan interest rate, and a service fee, as described in *Exhibit B*.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as *Exhibit E*), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

- (1) any eligible planning/design costs incurred prior to execution of this Loan Agreement (initial disbursement request only);
- (2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request); or
- (3) interest becoming due on the Loan prior to the initial scheduled payment of principal;
- (4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs incurred for contracts entered into on or after August 6, 1996; and

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in *Exhibit C* attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) **Loan Repayments.** The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made no more than one year after project initiation of operation. The final installment of principal under the Loan shall be fully repaid not later than 21 years after Project completion.

(b) **Prepayment of the Loan.** The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax-exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or \$50,000. A new *Exhibit B* will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Indenture are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

Section 2.07. Financial Integrity Assurance Conditions. In accordance with the powers granted to the Secretary in the Loan Act, the Secretary may require at any time during the term of this Loan Agreement the requirement of FIAC for the Municipality; provided the Secretary shall not make such requirement so long as the Municipality maintains a financial rating on its general obligation bonds or Additional Revenue Obligations of not less than the lowest category of "A" from any Rating Agency. In addition, the Municipality may elect to comply with FIAC prior to the funding of the Loan or at any time during the term of this Loan Agreement. In either instance, the Municipality and the Secretary hereby agree the conditions are attached hereto as *Exhibit I*. The Municipality will cooperate fully with any recommendations and requirements imposed by the FIAC.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) *Organization and Authority.*

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as *Exhibit F*) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) **Full Disclosure.** To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) **Non-Litigation.** There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) **Compliance with Existing Laws and Agreements.** To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) **No Defaults.** No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) **Compliance with Law.** The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) **Use of Loan Proceeds.** The Municipality will apply the proceeds of the Loan as described in **Exhibit D:**

(1) to finance or refinance a portion of the Project Cost; and

(2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE as a result of contracts entered into on or after to August 6, 1996 and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) **Project Costs.** The Municipality certifies that the Project Costs, as listed in *Exhibit D*, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its consulting engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) **Dedicated Source of Revenue for Repayment of the Loan.** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) **Performance Under Loan Agreement.** The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in *Exhibit C* hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in *Exhibit C* hereto).

(c) **Completion of Project and Provision of Moneys Therefore.** The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in *Exhibit C* hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) **Delivery of Documents and Payment of Fees.** Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as *Exhibit F* together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in *Exhibit G* attached hereto;

(4) FIAC, if required by the Secretary, or desired by the Municipality;

(5) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) ***Operation and Maintenance of System.*** The Municipality covenants and agrees that it shall, in accordance with prudent public water supply utility practice:

(1) at all times operate System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) ***Disposition of System.*** The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) ***Records and Accounts.***

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually by an independent certified public accountant or firm of independent certified public accountants, in accordance with generally accepted auditing standards, if municipal aggregate annual gross receipts are in excess of \$750,000 or if the municipality has outstanding debt in excess of \$750,000. Such audit may be a part of the single agency audit made in accordance with 2 CFR 200 which implements the Single Audit Act. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 210 days of the close of the Municipal Fiscal Year being so audited. Such audit report shall be prepared in accordance with subsection (g)(2) hereof.

(2) The Municipality shall maintain financial statements in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any revised edition, issued by the Government Finance

Officers Association. The financial information shall be prepared in accordance with generally accepted accounting principles (GAAP) for state and local governments.

(h) **Inspections.** The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) **Obligation to Provide Information if Notified by KDHE.** The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any “material event” (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's comprehensive annual financial report (CAFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

Event Notices. For purposes of this section, “material event” shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that

the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) **Insurance.** The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, or other similar future law (currently \$500,000 per occurrence).

(k) **Notice of Material Adverse Change.** The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) **Additional Covenants and Requirements.** The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure Bonds or other financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the Bonds or other financings, the parties agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws. The parties hereto acknowledge that in conjunction with the issuance of or providing security for any Bonds or other financings, KDHE reserves the right to obtain municipal bond insurance or any other form of credit enhancement with respect to this Loan Agreement. The Municipality acknowledges that the decision to obtain any such municipal bond insurance or other credit enhancement shall be at the sole discretion of KDHE and the Authority. The costs of obtaining such credit enhancement and related costs shall be borne by Revolving Fund. The municipality shall cooperate with KDHE, the Authority and any provider of such credit enhancement with respect to furnishing financial information required by *subsections (g) and (i)* of this section, or any other relevant information or operating data of the System reasonably necessary to obtain such credit enhancement or comply with the provisions thereof on an ongoing basis so long as this Loan Agreement is in effect.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, water district, improvement district or other political subdivision of the State or any combination thereof;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations under the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c), and (d)* hereof have been met.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in *Section 6.01* hereof.

Section 5.02. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on *Exhibit B*, or such other remedies provided to the Secretary in the Loan Act and the Regulations.

Section 5.03. Expenses.

(a) Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand,

pay to the Municipality the reasonable fees and expenses incurred by the in Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to *Section 5.02* hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to *Section 5.03* hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this *Article*, it shall not be necessary to give any notice, other than such notice as may be required in this *Article V*.

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management Review. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, can require the Municipality to undergo a financial and management operations review or to comply with FIAC if permitted in accordance with *Section 2.07* hereof. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and Environment
1000 SW Jackson - Suite 420
Topeka, Kansas 66612
Attention: Bureau of Water

(2) with a copy to its General Counsel
to the Authority:

Kansas Development Finance Authority
534 S. Kansas Avenue, Suite 800
700 S.W. Jackson
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on *Exhibit H*.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SIGNATURE AND SEAL

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.



THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
acting on behalf of THE STATE OF KANSAS

By: Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 4-27-2023

THE CITY OF BONNER SPRINGS, KANSAS

(Seal)

By: _____

(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

(Printed Name)

Title: Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Purchase and installation of greensand filter equipment for manganese removal at the new water treatment plant construction project under KPWSLF 3067.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations as and when the same become due; provided, however, the pledge of the System Revenues contained herein (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule.

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in *Section 2.02* hereof.

Principal Forgiveness

This loan will be awarded principal forgiveness because it addresses emerging contaminants and will receive special funding through the Infrastructure Investment and Jobs Act (P.L. 117-58). The amount of principal forgiveness is estimated on the repayment schedule found on B-2 and will be finalized when the loan agreement is amended to reflect the final costs of the project. Principal forgiveness in an amount equal to each approved disbursement request will be applied to the loan 30 days after the disbursement is made. The municipality will be responsible for paying interest and service fee costs semiannually for any accrual that is calculated during this period.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 4/10/2023

Prepared for:
City of Bonner Springs, Project No. 3155

Project Principal: 2,500,000.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Gross Loan Costs: 2,500,000.00
Estimated Principal Forgiveness: 2,500,000.00
Net Loan Costs: 0.00

Gross Interest Rate Allocation	thru 8/1/2028	after 8/1/2028
Service Fee Rate:	1.78%	0.35%
Net Loan Interest Rate:	0.35%	1.78%

Gross Interest Rate: 2.13%
First Payment Date: 2/1/2025
Number of Payments: 1

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
1	2/1/2025	2,500,000.00	729.17	0.00		3,708.33	4,437.50	2,500,000.00
2	3/3/2025	2,500,000.00			2,500,000.00		0.00	0.00
Totals			729.17	0.00	2,500,000.00	3,708.33	4,437.50	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The standard conditions applicable to the Loan are:

- 1) Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:
 - a) Initiation of operation no later than September 15, 2024.
 - b) Finalization of construction within 780 days of date of commencement for the design build contract.
 - c) Project Performance Certification 365 days following Initiation of Operation.

KDHE must be promptly notified of any proposed changes to this schedule.

- 2) Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies (40 CFR part 4) (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).
- 3) A final plan of operations shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion. The plan of operation must include, but is not limited to, an overall Project completion schedule, annual operating cost projections for a minimum of five years, a description of the financial management system, and the projected revenues to operate and maintain the public water supply system. Revenue projections shall also include the Loan Repayments. The final plan of operations for KPWSLF 3067 can be used for this loan requirement.
- 4) The final operations and maintenance manual must be submitted to KDHE at or prior to 90 percent construction completion. The operations and maintenance manual must include, but is not limited to, a description of the operation and managerial responsibility, detailed operation and controls, operators and personnel classification and requirements, operational testing, equipment maintenance schedule, operational records, and emergency operating and shut-down procedures. The final operations and maintenance manual for KPWSLF 3067 can be used for this loan requirement.
- 5) The rates and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.
- 6) The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

- 7) The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:
- a) The Municipality agrees the performance standards applicable to the Project are:
 - i) all construction deficiencies have been resolved.
 - ii) all testing requirements of the specifications have been performed and met.
 - b) The final plan of operation and operation and maintenance manual submitted in accordance with *Exhibit C*, Condition No. 3 and 4.
 - c) One year after completion of construction and initial operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and requirements contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.
 - d) Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.
- 8) In accordance with 2 CFR 200, which implements the Single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx> . KDHE will identify Federal funds with each disbursement made, the CFDA number is 66.468 for Capitalization Grants for Drinking Water State Revolving Funds, the federal award is from EPA and the federal award ID is 97796202.
- 9) If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in *Exhibit C(1)*, regardless of whether KDHE funding is available for the remaining System improvements.
- 10) The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.
- 11) The Municipality shall follow applicable state procurement laws and regulations.
- 12) The Municipality hereby agrees to implement measures to mitigate all known adverse environmental

effects of this project. The following mitigative actions are required:

- a) proper grading, drainage and slope protection to eliminate erosion;
 - b) riparian habitat will be avoided, and disturbed areas will be reseeded with native plant species;
 - c) if any riparian trees are removed they will be replaced by pole plantings or saplings;
 - d) directional boring at all stream crossings, where practical, to minimize aquatic habitat impacts;
 - e) in the event that construction work uncovers buried archeological artifacts, the Kansas Historical Society should be contacted immediately; and
 - f) contacting KCC in the event of unexpected circumstances are encountered during construction such as the discovery of abandoned oil, gas, or exploratory holes.
- 13) The Municipality agrees and consents to KDHE's authority to monitor and enforce compliance with the mitigative measures identified in paragraph 12 above and the Loan Agreement conditions.
- 14) The Municipality further agrees that those members of the public who participate in the environmental review process shall have the right to appeal the decisions made within that process. Further, that all such appeals shall be conducted pursuant to the Kansas Administrative Procedures Act (K.S.A. 77-5501, *et seq.*) and the Act for Judicial Review (77-601, *et seq.*).
- 15) The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.
- 16) In order to comply with KPWSLF wage rate requirements the Municipality shall,
- a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;
 - b) while the solicitation remains open, shall monitor www.sam.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.
 - c) incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor www.sam.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

- d) review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- e) either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- f) provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;
- g) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;
- h) establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- i) periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- j) periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

- k) must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Suzanne Hersh at Hersh.Suzanne@epa.gov or 202-564-3361; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.
- 17) The Municipality shall ensure it complies with all applicable requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. If the municipality contracts, subcontracts, assigns, or transfers any of the work contemplated by this loan agreement to another party, the municipality is responsible for ensuring such contractor, subcontractor, assignee, or transferee also complies with these federal nondiscrimination laws.
- Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.
- 18) Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore, the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.
- 19) The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.
- 20) The Municipality hereby agrees to the following Disadvantaged Business Enterprise (DBE) requirements:
- a) Adopt the MBE/WBE Fair Share Objective/Goals established between KDHE and EPA for construction of the project. These goals will be made part of the construction contract specifications.
 - b) Make the good faith efforts to contact DBE firms set out in 40 CFR Section 33.301 whenever procuring construction services for the project.
 - c) Comply with the administrative provisions found in 40 CFR Section 33.302
 - d) If the loan amount is greater than \$250,000, maintain a bidders list of contractors and subcontractors that have previously bid on KPWSLF projects as required by 40 CFR Section 33.501(b).
- 21) The Municipality agrees to submit to KDHE a completed EPA Form 5700-52A by April 15 and October 15 beginning the year the notice to proceed for construction has been issued thru the year construction has been completed.
- 22) The Municipality agrees to comply with Executive Order No. 11246 by including Section 202 of E.O. 11246 in all contracts funded in part with proceeds of this loan.

- 23) The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.
- 24) None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- 25) If project construction activities reveal the presence of lead pipes or lead appurtenances that are being used in the distribution system or used in service line assemblies up to the premise plumbing of the customer, the municipality will either replace the lead infrastructure or document the location of the lead infrastructure component and maintain such documentation for use in planning for a future removal project.
- 26) All of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the Environmental Protection Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- 27) A sign must be erected at the construction site displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The municipality must ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>.
- 28) As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT D

USE OF LOAN PROCEEDS

The loan proceeds will be utilized to pay the costs of:

Project Description

1. Construction: Purchase and installation of greensand filter equipment for manganese removal at the new water treatment plant construction project under KPWSLF 3067.
2. Engineering: All actual costs of planning, design and construction engineering, construction inspection, final plan of operation, operation and maintenance manual, user charge and ordinance development, and project performance services.
3. Administration: All reasonable costs of legal and financial administrative support directly provided by the project, costs of interest during construction, emergency costs associated with the project activities during construction, and the costs associated with obtaining the necessary easements for the project.

EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.
2. All cost entries must be based upon allowable work in place which is due and payable. This means that you may **not** request payment for:
 - a. Any work or services which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.
 - b. Any work performed under a change order unless written approval of the change order has been given by the State.
 - c. Any ineligible project costs.
 - d. Any retainage which you are withholding from the construction contractor, engineer, etc.
 - e. Easements acquired through eminent domain are not eligible for funding.
 - f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

Kansas Department of Health & Environment
Bureau of Water – SRF Disbursements
1000 SW Jackson Street - Suite 420
Topeka, Kansas 66612

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____ KANSAS PUBLIC WATER SUPPLY LOAN FUND _____		KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 KPWSLF PROJECT # _____	
DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO _____	RECIPIENT INFORMATION NAME : _____ ADDRESS or PO box (include City, State, Zip) : _____		
PAYMENT REQUEST NUMBER : _____			
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:			
Classification	Invoice amounts (Invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			
CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.			
RECIPIENT NAME: _____			
Signature of Authorized Certifying Official _____			
Typed or Printed Name and Title _____			
Date Signed	Telephone (Area Code, number & ext.)	Email	

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BONNER SPRINGS, KANSAS
HELD ON _____ [ORDINANCE DATE]**

The Governing Body of the City met in _____ [regular/special] session at the usual meeting place in the City, at _____ [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF BONNER SPRINGS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member/Commissioner] _____ moved that said Ordinance be passed. The motion was seconded by [Council member/Commissioner] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF BONNER SPRINGS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS PUBLIC WATER SUPPLY LOAN FUND FOR THE PURPOSE OF FINANCING A PUBLIC WATER SUPPLY PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Safe Drinking Water Act Amendments of 1996 [PL 104-182] to the Safe Drinking Water Act (the "Federal Act") established the Drinking Water Loan Fund to assist public water supply systems in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Public Water Supply Loan Act, K.S.A. 65-163d *et seq.*, as amended (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Public Water Supply Loan Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public water supply projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Bonner Springs, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a water system (the "System"); and

WHEREAS, the System is a Public Water Supply System, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Purchase and installation of greensand filter equipment for manganese removal at the new water treatment plant construction project under KPWSLF 3067.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-15-50 through 28-15-65 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount not to exceed \$2,500,000 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of April 10, 2023, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the Municipality's legal counsel, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues (as defined in the Loan Agreement) sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, (c) pay all other amounts due at any time under the Loan Agreement, and (d) pay the principal of and interest on Additional Revenue Obligations (as defined in the Loan Agreement) as and when the same become due; provided, however, the pledge of the System Revenues contained herein and in the Loan Agreement (i) shall be subject to reasonable expenses of operation and maintenance of the System, and (ii) shall be junior and subordinate in all respects to the pledge of System Revenues to any Additional Revenue Obligations. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement. In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials and legal counsel are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**]
by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.

City Attorney

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of April 10, 2023, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Bonner Springs, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. ____ of the Municipality (the "Ordinance") adopted on _____ [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a Public Water Supply System, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. By adopting the Ordinance, the Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

City of Bonner Springs
Attn: City Clerk
PO Box 38
Bonner Springs, Kansas 66012

EXHIBIT I

FORM OF FINANCIAL INTEGRITY ASSURANCE CONDITIONS

Recitals

A. The Municipality has entered into a certain Loan Agreement (the "Loan Agreement") with KDHE, pursuant to the provisions of K.S.A. 65-165d *et seq.* (the "Loan Act") to finance improvements to the Municipality's public water supply system (the "System"), pursuant to the Program.

B. The Loan Act specifically grants to the Secretary of KDHE (the "Secretary") certain powers and remedies to enforce the Loan Agreement. The Loan Agreement permits the Secretary to require the Municipality to comply with conditions as a means of assisting the Municipality to maintain financial integrity of the System over the term of the Loan Agreement.

C. This conditions set forth KDHE's undertakings with respect to the Municipality, the Municipality's obligations to KDHE to assist in the performance of the Municipality's covenants pursuant to the Loan Agreement.

D. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Agreements

IN ADDITION TO THE SPECIFIC COVENANTS OF THE MUNICIPALITY CONTAINED IN THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. **Quarterly Management Report.** The Municipality will complete a quarterly management report of financial information in the form prescribed by KDHE and review the same at the next meeting of the Municipality's governing body after completion of the report. A copy of the report as reviewed and approved by the Municipality's governing body will be retained in the official records of the Municipality and shall also be furnished to KDHE. The initial Quarterly Management Report shall be submitted to KDHE for the first full calendar quarter following execution of the loan agreement.

2. **Inspection of Books and Records.** The Municipality will make available its financial books and records for inspection by a duly authorized representative of KDHE upon reasonable written request of KDHE.

3. **Annual Budget.** Not later than the date required by statute, other legal document requirement or 120 days prior to the beginning of the Municipality's fiscal year, whichever is earlier, the Municipality's governing body will adopt a budget of anticipated receipts and expenditures of the System for the ensuing fiscal year. A copy of such adopted System budget will be retained in the official records of the Municipality and a copy shall be furnished to KDHE. The initial budget of the Municipality shall be submitted to KDHE for the fiscal year after the loan agreement is executed.

4. **Annual Audit.** If an annual financial audit is required by Section 200-4(k)(1) of the Loan Agreement, no less than 90 days prior to the end of the Municipality's fiscal year, the Municipality shall submit to KDHE a written report stating the identity of the certified public accountant that has been engaged to conduct the audit of the Municipality's financial records for the preceding fiscal year required by the Loan Agreement, and the anticipated date of receipt of the report of such audit. The Municipality shall cause an audit of its financial records, in a form required by the Loan Agreement, to be completed not less than 210 days after the end of each fiscal year or such earlier date as may be required by statute or other legal document requirement, whichever is earlier. The audit must include a calculation of the Debt Service Coverage Ratio in its notes. Copies of such audit report shall be: (a) submitted to the Municipality's governing body for review; (b) retained in the Municipality's official records; and (c) furnished to KDHE. The initial audit of the Municipality shall be submitted for the fiscal year in which the loan agreement was executed.

5. **Proposed Remediation Plan.** Within 60 days of receipt of the Municipality's audit report, KDHE shall review the same to determine compliance with the financial covenants contained in the Loan Agreement. If the Municipality is not in compliance with the financial covenants set forth in the Loan Agreement, KDHE will offer rate review services to the municipality. KDHE shall also review the audit and the quarterly management reports required by Section 1 hereof, for developing trends, which, if continued, will result in noncompliance in future years. Within 30 days after receipt of the rate review offered by KDHE, the Municipality's governing body will meet to review such recommendations and will submit to KDHE its written plan for curing the deficiencies and/or implementing the rate review recommendations.

9. **Term.** These conditions shall take effect upon signature of the loan agreement or amendment and delivery by the parties hereto, and will remain in effect until all payments to be made by the Municipality under the Loan Agreement have been paid in full.

10. **Binding Effect; Beneficiaries.** These conditions shall bind the parties hereto, their respective successors and assigns, and is made for the benefit of KDFA and KDHE, and the parties.

EXHIBIT J

FORM OF QUALIFIED USER CERTIFICATE

The undersigned is making the following representations and covenants on behalf of the City of Bonner Springs (the “Municipality”) in connection with the loan of funds to it (the “Loan”) by the Kansas Department of Health and Environment (“KDHE”). The loan between KDHE and the Municipality (the “Loan Agreement”) is dated April 10, 2023. The Municipality understands that all or a portion of the proceeds of its Loan may be funded with proceeds of bonds issued by Kansas Development Finance Authority (“KDFA”) the interest on which is intended to be exempt from Federal income tax (“Tax-Exempt Bonds”). In the Loan Agreement the Borrower agreed that it would not use any portion of the proceeds of the Loan or the facilities financed with the proceeds of the Loan (the “Financed Facility”) in a manner that could cause interest on any of the Tax-Exempt Bonds to become subject to income tax. Each of the following representations and covenants is made for the purpose of satisfying this covenant contained in the Loan Agreement.

1. In addition to the terms defined above, the following capitalized terms have the meaning set out below:

“Management or Operating Agreement” means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

“Non-Qualified Use” generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in United States § 1.141-3 determine whether Bond Proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of a firm of nationally recognized Bond Counsel acceptable to KDFA to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Qualified User” means the City, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

2. The Municipality is the owner of the Financed Facility. As long as any portion of the Loan is unpaid the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying KDFA and KDHE in writing and obtaining an Opinion of Bond Counsel.

3. None of the proceeds of the Loan will be loaned directly or indirectly to any Non-Qualified User.

4. All costs previously paid by the Borrower that are to be reimbursed from the proceeds of the Loan either (1) were paid by the Borrower not more than 3 years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the project paid prior to the date construction commenced. Loan proceeds will not be available to reimburse outstanding tax-exempt obligations of a political subdivision, except in certain limited circumstances. Should you wish to discuss applicable restrictions, please contact the KDHE Program Administrator.

5. No operating costs or expenses of the Municipality are being paid from the proceeds of the Loan.

6. The Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User without first (1) notifying KDFA and KDHE in writing and (2) obtaining an Opinion of Bond Counsel.

7. Upon the written request of KDHE or KDFA the Municipality will provide written confirmation of compliance with each of the forgoing certifications and covenants in a form acceptable to KDHE and KDFA.

THE CITY OF BONNER SPRINGS

By: _____

Printed Name

Title

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Water Meter Endpoint Project

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve the agreement with Innovative Utility Solutions for the acquisition of water meter endpoints and the supporting software system in the amount of \$763,200.

Background: On January 21, 2022, the City Council approved an agreement with AV Water Technologies for the replacement of the old mechanical water meters with new digital/ultrasonic meters. In addition to the meters, the agreement included the acquisition of a modern meter reading system through the use of cellular technology instead of direct radio read technology. The direct radio read technology requires the purchase and maintenance of radio towers and associated equipment. The cellular technology does not require extra equipment of that nature.

The department performed the installations and had completed over 860 installs by December, 2022.

Discussion: On, or about, December 22, 2022, the site which supports the remote reading of the meters went silent. The department learned shortly after that time that the company providing that service had gone out of business and all service came to a sudden stop. All of the new meters have been read "in person" every month since that time.

Over the last few months, the department has reviewed multiple options to remedy this failure in service, including the option of traditional radio-read technology. The preferred technology continues to be the cellular reading technology.

The previous vendor for this technical service left eleven entities without service. Most of those entities have continued to pursue use of a similar technology through another vendor. That vendor is Innovative Utility Solutions and their partnership with Smart Earth Technologies.

City staff are awaiting confirmation from Innovative Utility Solutions that their system will effectively integrate with the City's financial/billing software. Therefore, staff recommends that the signing of the agreement is contingent upon acceptable system integration to be determined by the City Manager.

Financial Impact: The unrecovered loss from the last vendor is estimated at \$131,803 (991 endpoints at \$133/ea).

The current proposal with Innovative Utility Solutions is for a total one-time cost of \$763,200. The endpoints have solar support systems and a 20-year full replacement warranty.

Funding for this proposal will come primarily from unspent funds from the previous vendor and from unbudgeted carryover funds from the water fund in the amount of \$307,357.



Quote Prepared Dan Hardin
 By: Dhardin@IUSwater.com
 Phone: (719) 627-1436
 Date Prepared April 21, 2023

Bill To: City of Bonner Springs
 Attn: Chuck Staples
 12401 Kaw Drive
 Bonner Springs, KS

Ship To: City of Bonner Springs
 Attn: Chuck Staples
 12401 Kaw Drive
 Bonner Springs, KS

SET CELLULAR AMI

Salesperson	Payment Terms	Shipping Method	Shipping Terms
Dan Hardin	Net 30	Best Way	FOB Origin

QTY	Product Description	Unit Price	Amount	Annual Maintenance
	AMI Solution Hardware			
3110	SET X330 Radio, SolarBoost, 20 year warranty, Nicor Connector	\$ 245.00	\$761,950.00	
	Software and Training			
1	Billing Interface Development	\$ -	Included	
1	Consumer Engagement Software Package	\$ -	Included	
1	Smart Earth Meter Data Management Software 20 year	\$ -	Included	
1	SETFlow Training onsite and/or remote	\$ -	Included	
1	20 Year Cellular Service for all Radios, Data plan	\$ -	Included	

Sales Tax: To Be Quoted at time of Order
Freight Terms: Freight to be added to invoice unless Carrier billing code is provided
Est. Lead Time: TBD
 Quote is good for 90 Days

Subtotal	\$ 761,950.00	\$ -
Sales Tax	\$ -	\$ -
Freight	\$ 1,250.00	\$ -
Total	\$ 763,200.00	\$ -

Funding for SET Meter Communications Devices/Software

Available Funds in Water Replacement Project Fund

\$283,247

2023 Water Fund Budget

Capstone Endpoint 2022 Exp Cancelled

\$34,214

Additional Estimated Interest Income in 2023

\$94,000

Unused Capstone Endpoint 2023 Budget

\$53,382

Use of Unbudgeted excess carryover to 2023

\$307,357

Total Adjustments to 2023 Water Fund Budget

\$488,953

Total Available for SET Meter Communication
(Includes Sync Schedule Software for Billing)

\$772,200

Memorandum

Date: May 8, 2023
To: Mayor and City Council
From: Frank Abart

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

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve the Design/Build Phase II agreement with Burns & McDonnell/CAS Constructors, LLC for construction of Lift Station No. 2 in the amount of \$3,860,031.

Background: At the end of May, 2022, there was a significant failure of sanitary sewer Lift Station No. 2. As a result, Public Works took temporary corrective actions to manage the raw sewage through this location while preparing a permanent solution. A determination was made to pursue a design/build process to achieve 30% design plans and cost information. This was Phase I of the project and it was approved by City Council on July 25, 2022 in the amount of \$194,941. Over 70% of the City's raw sewage passes through this station to the treatment facility.

Discussion: The design/build team has concluded the work associated with Phase I (30% design) and the final Phase II proposal is presented for Council consideration. Phase II consists of completing final design, coordinating KDHE approvals, ordering materials, and constructing the Lift Station.

At this point, the estimated time for completion is the Fall of 2024 if the agreement is approved. Although the circumstances surrounding the replacement of this lift station were not anticipated, the replacement is consistent with the master plan.

Financial Impact: The costs associated with the recovery effort have been nearly 100% reimbursed/compensated by our insurance carrier. The level of participation by the insurance carrier in the replacement project itself has not yet been agreed upon.

The cost for the Phase II Agreement to complete the project is \$3,860,031. Funding for this project is anticipated to come from a combination of ARPA funds, Sanitary Sewer Enterprise funds, and other financing tools. The most advantageous combination for the City is being confirmed.

There will also be an expenditure of approximately \$200,000 for owner representative services to provide oversight, management, and inspection of the project, but these costs are not part of this request. They are provided to assure public knowledge of the expenditure.



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM

AS MODIFIED BY THE PARTIES

Document No. 525

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Standard Form of Agreement Between Owner and Design-BUILDER - Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2023,
by and between the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

City of Bonner Springs, Kansas
200 E. 3rd Street
Bonner Springs KS 66012

DESIGN-BUILDER:

(Name and address)

Burns & McDonnell / CAS Constructors, Bonner Springs Lift Station No. 2
Joint Venture
9400 Ward Parkway
Kansas City, Missouri 64114

PROJECT:

Bonner Springs Lift Station No. 2
Bonner Springs, Kansas

In consideration of the mutual covenants and obligations contained herein, Owner and Design-BUILDER
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform or furnish all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2010 Edition) **Exhibit A** as modified by the Parties ("General Conditions of Contract");

.2 This Agreement

.3 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract

.4 The Basis of Design Documents, including:

A. Exhibit B - Preliminary Design Report

.5 **Exhibit C** - Work Description which includes Allowance Items

.6 The Following, which may be delivered, prepared or issued after the effective date of this Agreement and are Attached as draft hereto:

A. Exhibit D- Performance and Payment Bonds and Kansas Statutory Bond.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are

discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.4 shall be resolved by giving precedence first to the Work Description.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 For any information, data, or specification provided or furnished by Owner: (a) Design-Builder is entitled to reasonably rely on the accuracy of the data information or specification provided or furnished and their compatibility with any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 In the event of some ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, including any Architectural Works, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of this Project only, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein. The Work Product cannot be used for other projects without Design-Builder's express written consent and appropriate compensation and agreement on terms of use and indemnity.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

4.6 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design-Builder's rights.

4.7 The Owner shall not utilize the Documents, designs, or specifications furnished by Design-Builder to solicit bids or obtain negotiated prices from other contractors.

4.8 This Article 4 shall survive any termination of this Agreement by either Party.

Article 5

Contract Time

5.1 Date of Commencement. The parties agree that the Owner will issue a notice to proceed for the Work no later than May 17, 2023. Work shall commence within five (5) calendar days of the Design-Builder's receipt of Owner's Notice to Proceed provided that KDHE's acceptance of the Preliminary Design Report and any permits, regulatory approvals, property and easement acquisitions required to commence construction have been obtained by Owner("Date of Commencement"), unless the parties mutually agree otherwise in writing. Delay in any of the foregoing shall entitle the Design-Builder to an adjustment in Contract Time and Contract Price to the extent either is impacted.

5.2 Substantial Completion and Final Completion

.1 Substantial Completion of the entire Work shall be achieved no later than five hundred sixty-five (565) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Substantial Completion shall be defined as set out in the General Conditions.

.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

None.

.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

.5 If the Design-Builder is delayed in the progress of this Project by acts or neglect by the Owner, its employees, separate contractors employed by Owner, or by its separate contractors or subcontractors employed by the tenant, governmental action, or by change orders in the Work not caused in any part by the fault, negligence or omissions of the Design-Builder; then the Contract Time for completion shall be extended, and the Contract Price shall be equitably adjusted by a written Change Order.

.6 Where the Design-Builder reasonably establishes that delays as set forth above or that are caused by shortage of labor, strikes, lockout, tornado, flood, wind damage, fire, unusual delay in transportation, adverse weather, explosion, sabotage, accidents, riots, civil commotion, acts of war, casualty, condemnation, epidemic, pandemic, public health emergency, supply chain disruption, acts, omissions, of failure to act by governmental entities or agencies, or other Force Majeure beyond the Design-Builder's reasonable control impact the cost and/or Contract Time, the Design-Builder shall be entitled to recover all extra costs and an appropriate extension of the Contract Time. Design-Builder shall provide written notice of the existence of such cause of delay, together with back-up documentation that verifies the impact.

.7 For purposes of determining weather delays, adverse weather days shall also include those days when site conditions are such that Work cannot be performed, or cannot be performed efficiently, due to adverse weather on the preceding day or days (including a weekend) which impact site conditions.

5.3 Time . Owner and Design-Builder mutually agree that time is material with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date in Section 5.2.1, above, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Seven Hundred Dollars (\$700.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates or Final Completion.

.1 Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be Seventy Thousand Dollars (\$70,000.00).

5.6 Early Completion Bonus. Not Used

5.7 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate, mutually agreed upon, adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Three Million Eight Hundred Sixty Thousand Thirty Dollars (\$3,860,030.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

The Contract Price includes the Allowances set forth in Exhibit C Allowance Items.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a mark-up of not more than eight and eighty-seven hundredths percent (8.87%) for overhead and not more than fifteen percent (15%) for profit on the additional costs incurred for that Change Order. In addition to mark-up for Fee, Design-Builder shall be entitled to mark-up for insurance and bond (if bonded Project) in an amount of two and one-half percent (2.5%). Neither Design-Builder's Fee nor insurance and bond shall be reduced due to deductive Change Orders issued by the Owner.

.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values

.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in **Exhibit C - Work Description** which includes Allowance Items.

.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, design fees, Design-Builder's overall project management and general conditions costs, overhead, profit, bonds and insurance associated with the applicable Allowance Item.

.5 Whenever the cost for an Allowance Item, including both direct and indirect cost, is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost, both direct and indirect cost, incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 Performance Incentives Not Used

Article 7

Procedure for Payment

7.1 Progress Payments

.1 Design-Builder shall submit to Owner on the first (1st) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments

.1 Owner will retain five percent (5%) of each Application for Payment, exclusive of amounts paid for design services, provided, however, that when fifty percent (50%) of the construction Work has been completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. No retention will be held on account of design or professional services.

.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one-half percent (1.5%) per month until paid. In any legal action or arbitration by Design-Builder to recover amounts due and not paid, Design-Builder shall be permitted to recover its attorney's fees and costs from Owner.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of one (1) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any lump sum, hourly rates, multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such lump sum, multiplier or markup has been charged in accordance with this Agreement, but the composition of such lump sum, multiplier or markup is not subject to audit. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and/or time is agreed by the parties.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

- .1 All Work executed and for loss, cost or expense in connection with the Work;
- .2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and the fair and reasonable sums for overhead and profit on the sum of items .1 and .2 above.

8.2 Not used

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representative of the Parties

9.1 Owner's Representatives

.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract

Name: Frank Abart
Title: Public Works Director
Address: 200 E 3rd St.
Bonner Springs, KS 66012
Telephone No.: (913) 441-1961
E-mail.: fabart@bonnersprings.org

.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Name: Matt Beets
Title: Deputy Public Works Director
Address: 200 E 3rd St.
Bonner Springs, KS 66012
Telephone No.: (913) 441-1961
E-mail.: mbeets@bonnersprings.org

9.2 Design-Builder's Representatives

.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Name: Travis Stryker
Title: JV Authorized Representative
Address: 9400 Ward Parkway
Kansas City, MO 64114
Telephone No.: (785) 270-1142
E-mail.: travis.stryker@casconstructors.com

.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Name: Darin Brickman
Title: JV Authorized Representative
Address: 9400 Ward Parkway
Kansas City, MO 64114
Telephone No.: (816) 822-3344
E-mail.: dbrickman@burnsmcd.com

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure the insurance coverages set forth below and in accordance with Article 5 of the General Conditions of Contract.

TYPE:

1. Worker's Compensation Insurance

2. Employer's Liability

3. Commercial General Liability (CGL)

General Aggregate:	\$2,000,000
Completed Operations Aggregate:	\$2,000,000
Limit Per Occurrence:	\$2,000,000

4. Automobile Liability: (Hired, Owned and Non-owned Included)
Combined Single Limit per Accident

\$2,000,000

5. All-Risk Builder's Risk: Limits equal to the Completed Value of Project Work. This policy shall be in place during construction of the Work until Substantial Completion of the Work. Owner is responsible for deductible amounts.

6. Professional Liability

\$1,000,000 per claim
and in the annual
aggregate.

10.2 Bonds. Design-Builder shall provide the following performance bond and labor and material payment bond.

Performance Bond.

☒ Required ☐ Not Required

Payment Bond and Kansas Statutory Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

.1 Where this Agreement is entered into subsequent to the Design-Builder beginning performance of the Work for the Project including, preconstruction services provided under the Preliminary Design-Build Agreement, the parties acknowledge and agree that this Agreement is intended to and shall govern all Work provided by the Design-Builder for the Project, whether initiated or performed prior or subsequent to the execution of this Agreement, and that this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral for the subject matter set forth in this Agreement.

Article 12

Limitation of Liability

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed the total compensation actually received by Design-Builder under this Agreement. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Bonner Springs, Kansas

(Signature)

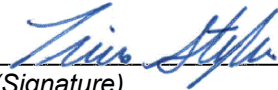
(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

Burns & McDonnell / CAS Constructors, Bonner
Springs Lift Station No. 2 Joint Venture.



(Signature)

Travis Stryker

(Printed Name)

Authorized Representative

(Title)

Date: 5/2/2023 | 10:42 AM CDT

Exhibit A

General Conditions, DBIA Doc. No. 535, as
modified by the Parties



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

AS MODIFIED BY THE PARTIES

Document No. 535

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Standard Form of General Conditions of Contract Between Owner and Design-Builder

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

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Article 1

General

1.1 Mutual Obligations

.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder Lump Sum* (2010 Edition), as modified by the parties.

.2 *Basis of Design Documents* are as follows: For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder, Lump Sum*, , the Basis of Design Documents are those documents specifically listed in the Agreement.

.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared, furnished, or assembled by the Design-Builder consistent with the Agreement.

.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

.6 *Design Consultant* is a qualified, licensed design professional who may be an employee of Design-Builder, or who is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by any one under contract to Design Consultant, to furnish design services required under the Contract Documents. Owner recognizes that Design-Builder is an integrated company with in-house design capabilities and that the function of Design Consultant may be self-performed by Design-Builder.

.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, terrorism, vandalism, floods, labor disputes, earthquakes, epidemics, pandemics, public health emergency, quarantines, protest, civil unrest or disturbance, action or inaction by any governmental authority, disruption in supply chains, adverse weather conditions not reasonably anticipated, and other acts of God.

.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified by the parties.

.10 Not Used

.11 Not Used .

.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

.14 *Owner's Project Criteria Not Used*

.15 *Site* is the land or premises on which the Project is located.

.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers and shall not include the Design Consultants retained by the Design-Builder.

.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

.18 *Substantial Completion* or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can use the Project or a portion thereof for its intended purposes.

.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder, which shall not be unreasonably withheld by the Owner. It is understood and accepted that Design-Builder does not plan to have a full-time, on-site Superintendent or Project Manager until amount of Work on site warrants that level of presence on site.

.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The

schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services

.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services

.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall not proceed with construction in accordance with the approved Construction Documents until KDHE written approval is received and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract

Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

.5 Upon completion of the Design Development Phase, the Design-Builder shall provide the Owner with drawings, outline specifications and other documents for written acceptance by the Owner. Owner shall provide written approval and / or comments within ten (10) working days of the receipt of the same.

2.5 Legal Requirements

.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits

.1 Design Builder shall apply for and obtain a City of Bonner Springs Building Permit, any fees levied by the Owner to issue such permit shall be waived. The Design-Builder shall obtain and pay for the Stormwater Pollution Prevention Permit State of Kansas. Owner shall obtain and pay for all other necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services

.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents. Owner shall provide temporary water and sanitary sewer service at no charge to Design Builder.

.2 Design-Builder shall perform all construction activities efficiently and with the requisite skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

.3 Design-Builder shall employ only Subcontractors who are duly licensed (where applicable) and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any negligent acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate with such separate contractors so that the Project can be completed in an orderly manner without unreasonable disruption. However, unless otherwise stated, Design-Builder is not responsible to schedule or coordinate Owner's separate contractors.

.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety

.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable. The Safety Representative may be the Design-Builder's Superintendent or Project Manager.

.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work. Design-Builder is not responsible for any safety violations, acts or omissions of the Owner or its separate contractors, consultants and their subcontractors.

2.9 Design-Builder's Warranty

.1 For a period of one year following the date of Substantial Completion of the Work, Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and

workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to duplicate or limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

.2 The Design-Builder agrees to assign to the Owner at the time of Final Completion of the Work the manufacturer's warranties relating to materials and labor used in the Work. Owner agrees to look solely to such manufacturer(s) for remedies for defects in equipment and material, and not to Design-Builder to the extent covered by an express or implied warranty. Design-Builder's sole obligation is to provide reasonable assistance to Owner in obtaining relief under such manufacturer's warranties.

.3 The warranties and remedies provided in this Section 2.9 are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. All Design-Builder liability shall end upon expiration of the one-year warranty period, provided that Owner may continue to enforce any claim for which it has given notice prior to that date.

2.10 Correction of Defective Work

.1 To the extent not covered by a manufacturer's warranty under Section 2.9.2, Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information

.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

.3 Temporary and permanent easements, zoning, approvals, and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

.4 A legal description of the Site;

.5 To the extent available, record drawings of any existing structures at the Site; and

.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

.7

.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners and utilities that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information

.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative

.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits

.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in 2.6.1.

.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors

.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

.2 Owner shall require its separate contractors to name Design-Builder as an additional insured on their general liability insurance and to waive rights of subrogation against Owner, Design-Builder and its Design Consultant, consistent with Section 5.3.5, below.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts and contractors to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless, (iii) remove, abate and remediate such Hazardous Conditions. Design-Builder is entitled to rely on the information and work of Owner's separate experts and contractors as being complete and accurate.

.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract,

to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

.5 The provisions of 4.1.7 below notwithstanding, to the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

.6 OWNER shall be responsible for the presence, removal or remediation of Hazardous Conditions at the site, except to the extent provided under 4.1.7. The Design-Builder shall not be responsible for any claims, losses, damages, liabilities, or expenses, including attorney's fees and expenses and fines and/ or penalties arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site except to the provided under Section 4.1.7.

.7 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions brought to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions brought to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

.8 Design-Builder and Owner acknowledge and understand that Owner shall retain ownership of and title to any Hazardous Conditions previously existing at the Site. The parties agree that such Hazardous Conditions were not caused by and are not the responsibility of Design-Builder; and that Agreement or any documents or exhibits associated with the Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Conditions to Design-Builder. Under no circumstances shall Design-Builder assume ownership of or legal liability for such Hazardous Conditions under any law, rule, order, or regulation pertaining to Hazardous Conditions, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Conditions.

.9 Design-Builder makes no representation, warranty, or guarantee, express or implied, that the environmental consulting services will result in a complete resolution for Owner of responsibilities and liabilities for contaminants, Hazardous Conditions, and their residuals associated with the site, or that the site will become completely free of all contaminants and Hazardous Conditions or fit for all uses. No warranty shall apply to Design-Builder's environmental consulting services performed under this Agreement. Design-Builder's services are based upon the limited scope authorized by Owner.

.10 Design-Builder shall not execute or sign any Hazardous Conditions manifests, except as provided in these General Conditions. Owner, as the person or entity with legal title to the Hazardous Conditions, shall have a representative available to sign all contracts, certifications, manifests, and all other documents associated with arranging for all transportation, treatment and disposal, or handling of Hazardous Conditions, identified in the Contract Documents or encountered on the Site, including investigation derived wastes; Owner may authorize Contractor to sign Hazardous Conditions manifests and other shipping documents as an agent for Owner, by signing "On behalf of City of Bonner Springs," for the purpose of expediting off-site transportation of Hazardous Conditions;

.11 If Design-Builder provides Owner with a written report in connection with the environmental consulting services performed, the report will present such findings and conclusions respecting the site as Design-Builder may reasonably make with the information gathered in accordance with the

environmental consulting services. The report shall be based only upon Design-Builder's environmental consulting services. In preparing the report, Design-Builder may review and interpret certain information provided by third-parties, including government authorities, title companies, testing laboratories, and other entities. Design-Builder will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. Design-Builder's services will be performed solely for the benefit of Owner and not for the benefit of any other persons or entities. Nothing contained in the Agreement is intended to benefit anyone other than the parties hereto, nor to create a contractual relationship with, or a cause of action in favor of, a third-party. Design-Builder does not authorize any sharing of any information, report, or other deliverables, instruments of service or work product provided to Owner, with any third-party. If Owner shares with any third-party any information, report, or other deliverable, instrument of service, or work product as result of Design-Builder's environmental consulting services, Owner does so at its sole risk. Third-parties shall not rely on Design-Builder's environmental consulting services. Design-Builder assumes no liability for any decision or course of action by any third-party based on information and deliverables and environmental consulting services provided to Owner. Owner shall waive, release, and otherwise indemnify, defend, and hold harmless Design-Builder from any injury, damage, liability, cost, or expense brought by any third-party that arises out or is related to such unauthorized disclosure or sharing of Design-Builder's deliverables, instruments of service, or work product with any third-party. Certification or verification by Design-Builder of test results or reports constitute a statement of the professional judgment of Design-Builder based on the facts and data known to Design-Builder. Certification, verification, or other confirmation are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Owner or others will be entitled to any innocent land Owner or purchaser defenses that may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

4.2 Differing Site Conditions

.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents, survey or geotechnical report or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

.3 Design-Builder will take steps to minimize the spread of COVID 19 on the jobsite by following published guidelines of the Centers for Disease Control and Prevention (CDC) and OSHA in effect as of the date of execution of the Agreement. For any impacts to the Project or the Work due to the global outbreak and spread of COVID-19 ("coronavirus"), including without limitation, impacts caused by quarantines, actions by governmental entities, and labor force and supply chain disruptions, by Change Order, the Contract Time shall be extended appropriately, and the Contract Price will be adjusted to account for the additional costs incurred by Design-Builder as a result of such impacts.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, or renewal refused unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

.4 Nothing in this Agreement shall require the Design-Builder or its Design Consultants to name the Owner or others as additional insureds on any Professional Liability or Workers Compensation policies.

5.2 Owner's Liability Insurance

.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Existing Property Insurance

.1 Prior to Design-Builder commencing any Work, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance for their existing property to the full insurable value of the existing property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. Upon Substantial Completion, Owner shall procure and maintain property insurance for the full insurable value of the Project at the Site. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to existing property and, upon Substantial Completion of the Project, the Project and the Work at the Site. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1

.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice

is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance or that could be covered by property insurance, if self-insured, including deductibles, and including rights of subrogation, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security

.1 Design-Builder shall obtain performance and labor and material payment bonds as set forth in the Agreement.

.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values

.1 Unless required by the Owner upon execution of this Agreement, within twenty (20) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments

.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or

established at the meeting required by Section 2.1.4 hereof.

.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon Design-Builder's receipt of payment

6.3 Withholding of Payments

.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest

.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations

.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Provided Owner makes all payments to Design-Builder when due, Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion

.1 Design-Builder shall notify Owner when it believes the Work, or a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in

accordance with the requirements of the Contract Documents. The Owner and Design-Builder shall prepare a written list (Punch List) of all incomplete items of Work existing at that time, including any deficiencies noted. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

.4 If Owner occupies or attempts to use any portion of the Work prior to Substantial Completion, it agrees to it does so at its own risk and shall sign any reasonable release or indemnity agreement required by Design-Builder as a condition of such use or occupancy.

6.7 Final Payment

.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

.1 an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests, or that any existing liens have been bonded by Design-Builder;

.2 a general release executed by Design-Builder waiving, upon receipt and bank clearance of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

.3 consent of Design-Builder's surety, if any, to final payment;

.4 all operating manuals, warranties and other deliverables required by the Contract Documents; and

.5 certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement

.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification

.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's

directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification

.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond or Owner's indemnity bond. If Design-Builder fails to do so within ten (10) days after receipt of written notice from Owner to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees. However, in the event that a lien is a result of disputed sums, the Owner shall give the Design-Builder reasonable time and opportunity to negotiate settlement with its Subcontractor prior to the Owner taking steps to discharge the lien directly.

7.4 Design-Builder's General Indemnification

.1 Subject to Section 10.5 and any limitations in the Agreement, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against losses, damages, and expenses including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification

.1 In addition to other specific indemnities elsewhere in this Agreement, Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against losses, damages, and expenses including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

.2 If an employee of Owner or its separate contractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Design-Builder, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times

.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price.

.3 For purposes of this Article 8, Force Majeure Events include not only adverse weather conditions, but the resulting impact on the Project after such weather condition ceases, such as mud, standing water, frozen soil or weather damage due to hail, high wind or other weather event.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

- .1 The scope of the change in the Work;
- .2 The amount of the adjustment to the Contract Price; and
- .3 The extent of the adjustment to the Contract Time(s).

.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives

.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract

Time(s).

.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

.3 Costs, fees and any other markups set forth in the Agreement; and

.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Market Volatility / Delivery Delays

.1 If, during the performance of this contract, the price of materials and freight costs increases, through no fault of Design-Builder, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase. As used herein, a price increase shall mean any increase in price experienced by Design-Builder or subcontractor from the date of this contract until the time of delivery. Such price increases shall be documented through quotes, estimates, invoices, or receipts. Where the delivery of materials is delayed, through no fault of Design-Builder, as a result of a shortage or unavailability, Design-Builder shall be granted an extension of time, and for any additional costs or damages associated with such delay(s).

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution

.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

.5 In the event that a dispute arises between the parties is submitted to mediation under this Section, the parties agree to split the mediator's and any filing fees equally. The mediation shall be held in Kansas City, Kansas. In the event that it is necessary to file a lawsuit or demand arbitration in order to meet the requirements of a statute of limitations which is about to expire, the parties agree, nonetheless, to submit the dispute to mediation within thirty (30) days after the filing of such lawsuit or demand. Any agreements reached in mediation shall be enforceable as a settlement agreement.

10.3 Arbitration

.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above shall be decided by arbitration. The number of arbitrators shall be one (1) and the place of the arbitration shall be Kansas City, Kansas, unless the parties agree otherwise in writing.

.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party. A "prevailing party" is one who wins more than 75% of what it claimed was owed, or one who defends more than 75% of the opposing party's claim.

10.4 Duty to Continue Performance

.1 Subject to 11.3 and 11.4, and unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES

.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER

ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, ANTICIPATED PROFITS, BUSINESS, REPUTATION, INCREASED COST OF OPERATION, CUSTOMER COSTS, OR FINANCING.

.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

10.6 COMMENCEMENT OF STATUTORY PERIOD

.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion, or the date of issuance of final payment (for acts or failures to act occurring after Substantial Completion).

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work

.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause

.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been

purchased or provided for incorporation into the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

.5 Design-Builder shall not be liable for either design services or construction Work (including, but not limited to, equipment installation) that is incomplete due to a termination by Owner for cause or for convenience under this Agreement, including any errors, omissions or defects in such designs or Work which Design-Builder is prevented from correcting and completing due to any termination.

.6 Owner shall pay Design-Builder to make reasonably safe any incomplete Work or Site conditions left open due to any termination under this Agreement. Thereafter, Owner assumes full risk and control of the Site.

11.3 Design-Builder's Right to Stop Work

.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under

Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder

.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data. The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data

.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol

.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information

.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment

.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship

.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law

.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles. Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1, et seq.

13.5 Severability

.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver

.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings

.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice

.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments

.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Exhibit B

Preliminary Design Report (with Preliminary Drawings)

Preliminary Design Report



City of Bonner Springs
KANSAS

City of Bonner Springs, Kansas

Lift Station No. 2 and Sanitary Sewer
Improvements
BMcD Project No. 148855

Revision 0
3/15/2023

Preliminary Design Report

prepared for

**City of Bonner Springs, Kansas
Lift Station No. 2 and Sanitary Sewer
Improvements**

BMcD Project No. 148855

**Revision 0
3/15/2023**

prepared by

**Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri**

INDEX AND CERTIFICATION

City of Bonner Springs, Kansas Preliminary Design Report Project No. 148855

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Certification

I hereby certify, as a Professional Engineer in the state of Kansas, that the information in this document was assembled under my direct personal charge. This report is not intended or represented to be suitable for reuse by the City of Bonner Springs, Kansas or others without specific verification or adaptation by the Engineer.



Dana Lynne Weir
Dana Lynne Weir, PE
Kansas No. 26862

Date: 03/15/2023

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LIST OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Term/Phrase/Name</u>
ADDF	Average daily dry weather flow
APWA	American Public Works Association
Burns & McDonnell	Burns & McDonnell Engineering Company, Inc.
DIP	Ductile iron pipe
fps	Feet per second
FRP	Fiber-reinforced plastic
ft	Feet
gpm	Gallons per minute
HDPE	High-density polyethylene
hp	Horsepower
I&I	Inflow and infiltration
IPS	Iron pipe size
KDHE	Kansas Department of Health and Environment
LF	Linear feet
MGD	Million gallons per day
PDDF	Peak daily dry weather flow
PDR	Preliminary design report
PVC	Polyvinyl chloride
ROW	Right-of-way
s	Second
SDR	Standard dimension ratio

<u>Abbreviation</u>	<u>Term/Phrase/Name</u>
VFD	Variable frequency drive
WWTF	Wastewater treatment facility

1.0 INTRODUCTION

1.1 Purpose

The Preliminary Design Report (PDR) of Lift Station No. 2 and Sanitary Sewer Improvements has been prepared for the City of Bonner Springs (City) and Kansas Department of Health and Environment (KDHE) for review and approval by Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell).

The City's existing Lift Station No. 2 experienced a catastrophic failure in May 2022 resulting in temporary bypass pumping until a new lift station can be designed and constructed to replace the failed station. Lift Station No. 2 is the City's primary lift station that handles approximately 70 percent of sanitary flows in the system. The station is currently located on W Front Street just east of S Bluegrass Drive. The City has acquired land just east of the existing lift station for construction of the replacement Lift Station No. 2. Gravity sanitary sewer improvements will be required to convey flows from the existing lift station site to the new lift station.

This PDR provides results of flow analysis, capacity evaluation, and a preliminary design for the lift station and sanitary sewer improvements.

1.2 Site Description

The City acquired the site for the construction of the replacement Lift Station No. 2 in November 2022. The site is generally forested with a creek running north to south across the site. As shown in Figure 1-1, the new lift station site is northwest of the existing station with the drive entrance from 2nd Street. After completion of the new lift station, the existing site will be demolished with all pipelines properly capped/plugged, holes knocked in the abandoned structures to prevent floating then filled with gravel and soil and the site regraded with topsoil and seeded.

New gravity sewer will be required to convey flow to the new wet well and an extension of the 10-inch forcemain will be made to connect the discharge of the new lift station to the existing 10-inch forcemain along Front Street. There is an existing 18-inch forcemain that was constructed in 2010; however this line was never put into service and the flows in this area would result in velocities below the recommended minimum, therefore the existing 10-inch forcemain will remain in service.

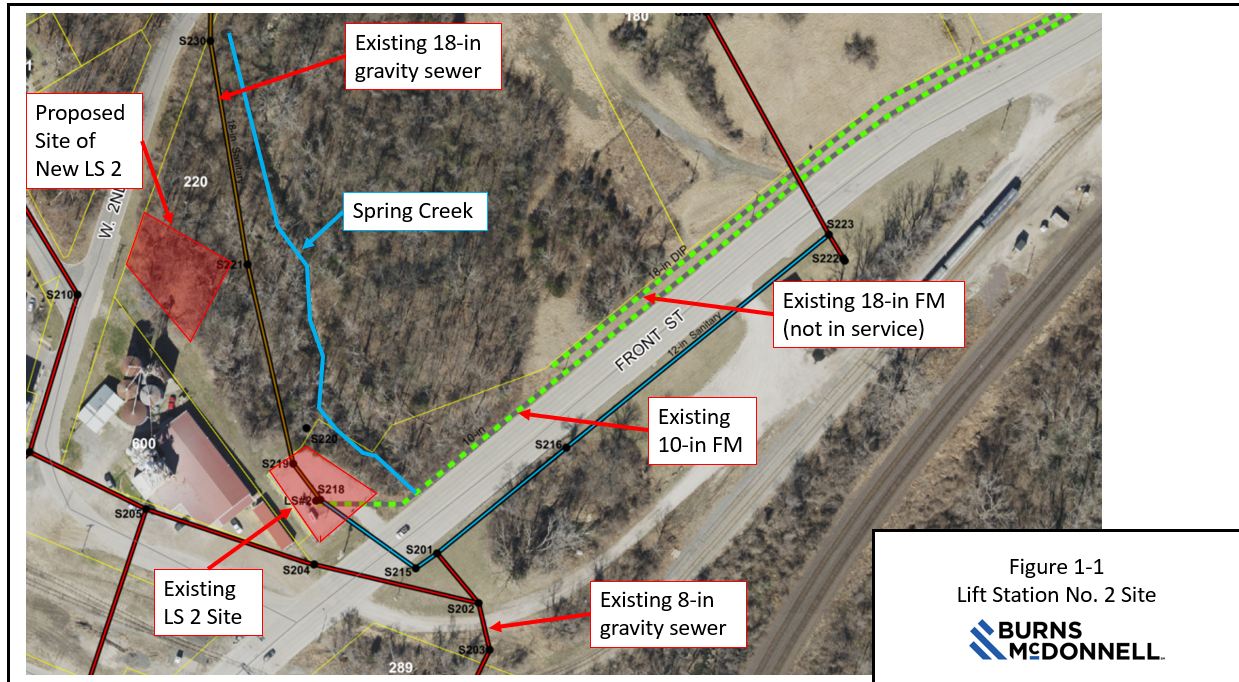


Figure 1-1: Lift Station No. 2 Site

2.0 CAPACITY EVALUATION

2.1 Capacity Evaluation

Burns & McDonnell performed a capacity analysis for the Bonner Springs Lift Station No. 2 sewer shed, shown in Figure 2-1. While there is not a flow meter present at the existing Lift Station No. 2, an evaluation of flows measured at the wastewater treatment facility (WWTF) was completed to determine average dry weather flows at Lift Station No. 2. The WWTF receives gravity flows from the Downtown and Lonestar Service Areas and pumped flows from Lift Station Nos. 2, 6, and 7. Analysis of WWTF flows in conjunction with Lift Station No. 2 operation status was completed to determine average dry weather flow (ADWF).

The future flows were estimated by evaluating thirteen different potential development areas. The thirteen development areas were split into possible development time frames of 10 years, 20 years, 40 years, and 40-plus years. Figure 2-2 illustrates the potential growth area map. Then they were evaluated using a population growth method, the Kansas Department of Health and Environment (KDHE) design criteria, and the American Public Works Association (APWA) design criteria. Table 2-1 summarizes the potential future flows derived by each analysis method. With these results, Burns & McDonnell recommended a design flow of 1 MGD for average day flow with a peak of 2.5 MGD and a possible future full build-out design flow of 3 MGD average day flow with a peak flow of 8 MGD. Upon reviewing the design flow, the City agreed to proceed with these design flows.

The lift station will be designed for 1.0 MGD average day flow with a peak flow of 2.5 MGD. The station will be capable of replacing pumps with larger pumps for future growth.

Table 2-1: Lift Station No. 2 Flow Summary

Method	Existing		10 Year Development		20 Year Development		40 Year Development	
	Average (MGD)	Peak (MGD)	Average (MGD)	Peak (MGD)	Average (MGD)	Peak (MGD)	Average (MGD)	Peak (MGD)
Population Increase	0.41	1.64	0.62	2.31	0.71	2.61	0.93	3.30
KC APWA Method	0.41	1.64	1.27	4.37	2.25	7.53	3.56	11.72
KDHE Method	0.41	1.64	2.19	7.31	4.01	13.16	6.64	21.57

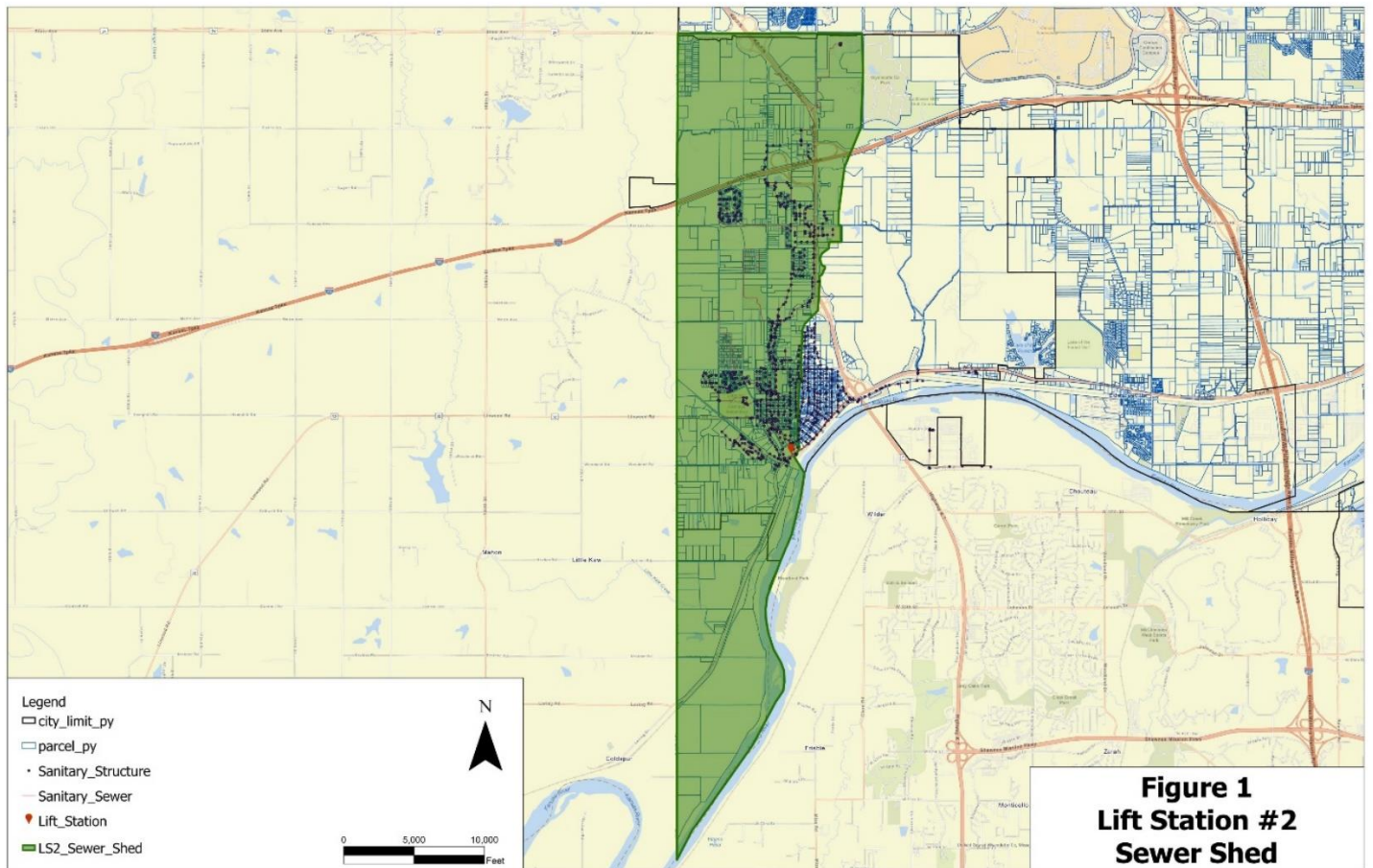


Figure 2-1: Lift Station No. 2 Sewer Shed

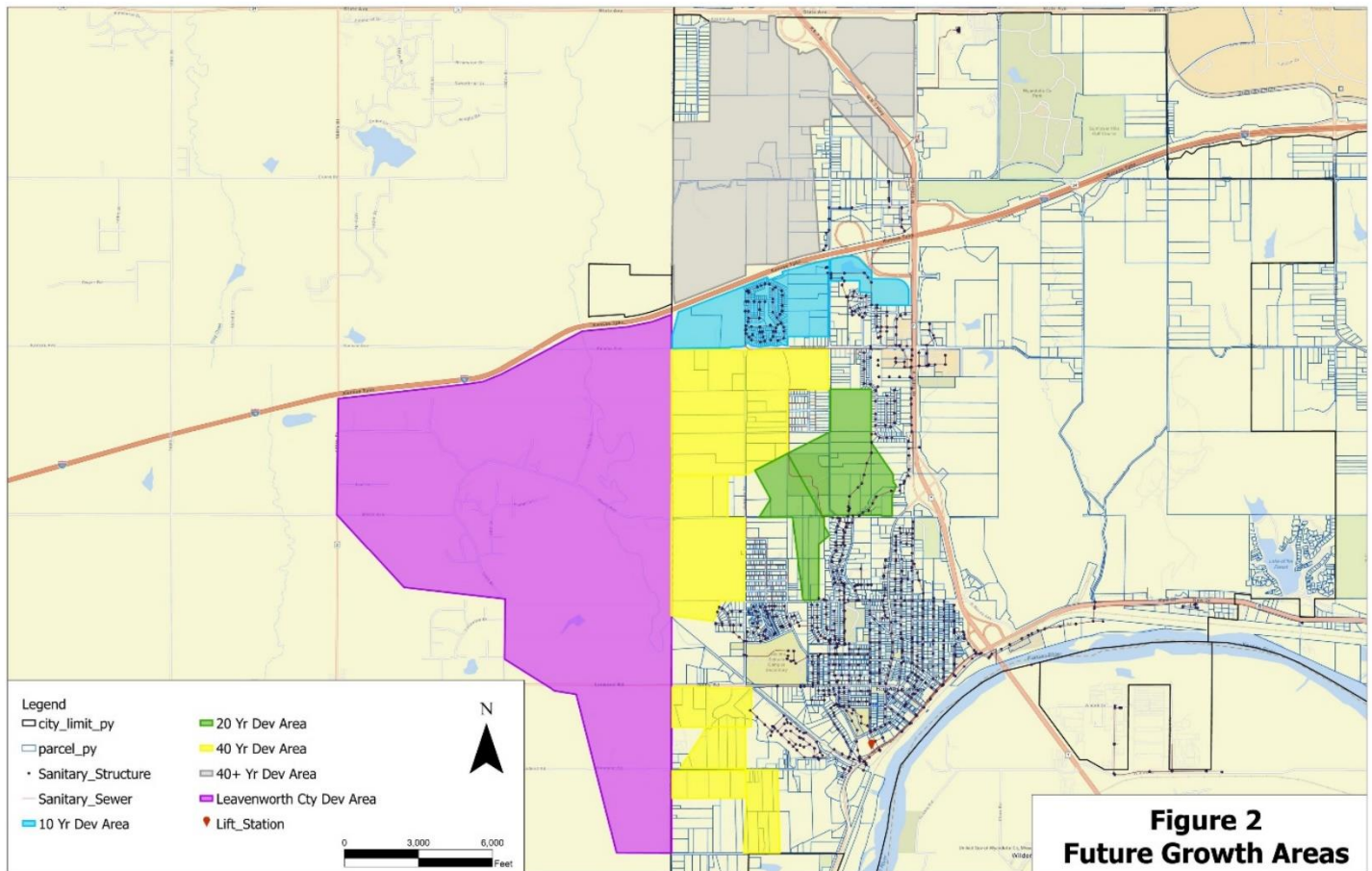


Figure 2-2: Future Growth Areas

3.0 LIFT STATION EVALUATION AND PRELIMINARY DESIGN

3.1 Regulatory and Code Requirements

The Project will be designed to meet the following regulatory and code requirements:

- United States Environmental Protection Agency (EPA) Primary Drinking Water Standards;
- EPA Secondary Drinking Water Standards;
- KDHE's *Minimum Standards of Design for Water Pollution Control Facilities (1978)*;
- 2015 International Fire Code (IFC);
- 2015 International Plumbing Code (IPC);
- 2015 International Mechanical Code (IMC);
- 2015 International Building Code (IBC);
- 2015 International Energy Conservation Code (IECC);
- American Society of Civil Engineers (ASCE)/ Structural Engineering Institute (SEI) 7-10 Minimum Design Loads for Buildings and Other Structures;
- American National Standards Institute (ANSI)/American Institute of Steel Construction (AISC) 360-10 Specification for Structural Steel Buildings;
- American Concrete Institute (ACI) 318-11 Building Code Requirements for Structural Concrete and Commentary;
- ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary;
- Occupational Safety and Health Administration (OSHA) Standards Manual; and
- American Society of Plumbing Engineers (ASPE) Handbooks.

3.2 Lift Station Preliminary Design

3.2.1 Lift Station Design

Lift Station No. 2 will operate up to two (2) pumps during average daily flows. During wet-weather events exceeding 2 MGD, one (1) wet-weather pump will operate. Pump sizing criteria was determined through a collaborative effort between the City and Burns & McDonnell that focused on present day and future potential flows. A capacity of 1.0 MGD was selected for average daily flows. Lift Station No. 2 will operate one (1) duty pump and one (1) standby pump, with the option to operate both duty and standby pumps concurrently. During a wet-weather event that exceeds the capacity of the two dry-weather pumps, both dry-weather pumps will shut off and the wet-weather pump will energize conveying a flow of up to 2.5 MGD. See Table 3-1 for a summary of pump sizing criteria.

Table 3-1: Pump Sizing Criteria

Pump No.	Flow Capacity (GPM)	Rated Head (Feet of Head)	Maximum Motor Horsepower (hp)	Motor Type
1	694	110	50	VFD
2	694	110	50	VFD
3	1729	140	125	VFD

All three pumps at Lift Station No. 2 discharge to a 10-inch force main (FM). Headloss for both dry-weather pumps considered the scenario of both dry-weather pumps operating at their capacity discharging through 10-inch header piping, a check valve and plug valve for each pump, and one flow meter. It is assumed that there is 6,200 linear feet of class-50 ductile iron forcemain (FM). The total dynamic head (TDH) included the elevation change between the pump-off wet well water elevation and the highest point in the collection system of EL. 805.00. The head loss for the wet-weather pump was considered only the wet-weather pump operating at capacity through the system parameters as the dry-weather pumps.

Considering the range of flows Lift Station No. 2 has historically experienced, the project team determined that variable frequency drives (VFDs) are the best solution to address the broad range of flows. The decision to use VFDs also allowed for a smaller wet well as the worry of minimum motor starts per hour is no longer a concern. Motor starts-per-hour dictates the amount of “working volume” or “active sump volume” needed in a wet well. Reducing the active sump volume reduces the overall volume of the structure.

3.2.2 Odor Control

The City has not historically had issues with odor or odor complaints at the existing Lift Station No. 2 site; however as there is the possibility that the new site will have development of public spaces – public park or shopping areas – the City is interested in accommodating for the addition of odor control at the new Lift Station No. 2. Several odor control technologies were evaluated for Lift Station No. 2. Three technologies made the shortlist of possible options:

1. A biological catalyst that directly injects into the wet well or upstream in the collection system;
2. A hydroxyl radical mist that sprays in the wet-well;
3. Ferric Chloride that directly injects into the wet well.

Of the three options shortlisted, the biological catalyst was selected due to its simplicity and ease of storage as the biological catalyst is non-hazardous. The City completed a trial that successfully reduced

hydrogen sulfide concentrations. In the future, if odor control downstream becomes a problem, carbon canisters can be retrofitted to work with existing air-release valves.

3.2.3 Civil

The site for the new Lift Station No. 2 is an undeveloped forested site with a creek running north to south. The site will generally consist of a 30-foot wide entrance drive and a fenced area approximately 60 feet by 70 feet. Fencing will be six-foot high chain link type fencing with privacy slats. There will be a double-swing manual gate for access. The site will be accessible for the City's maintenance vehicles and pump trucks for removal and maintenance of the submersible pumps. The valve vaults and wet well will be concrete structures level with site grading and rated for vehicle traffic. A shed for electrical equipment will also be located on site with a concrete foundation and an adjacent natural gas generator on a concrete pad.

Directly east of the proposed Lift Station No. 2 site is Spring Creek. The FEMA FIRM maps are included in Appendix A. Construction of gravity sewer and forcemain will be within the Zone AE area, however no permanent modifications to the existing grade and floodplain will be made. A floodplain development permit will be submitted for review with the proper agency.

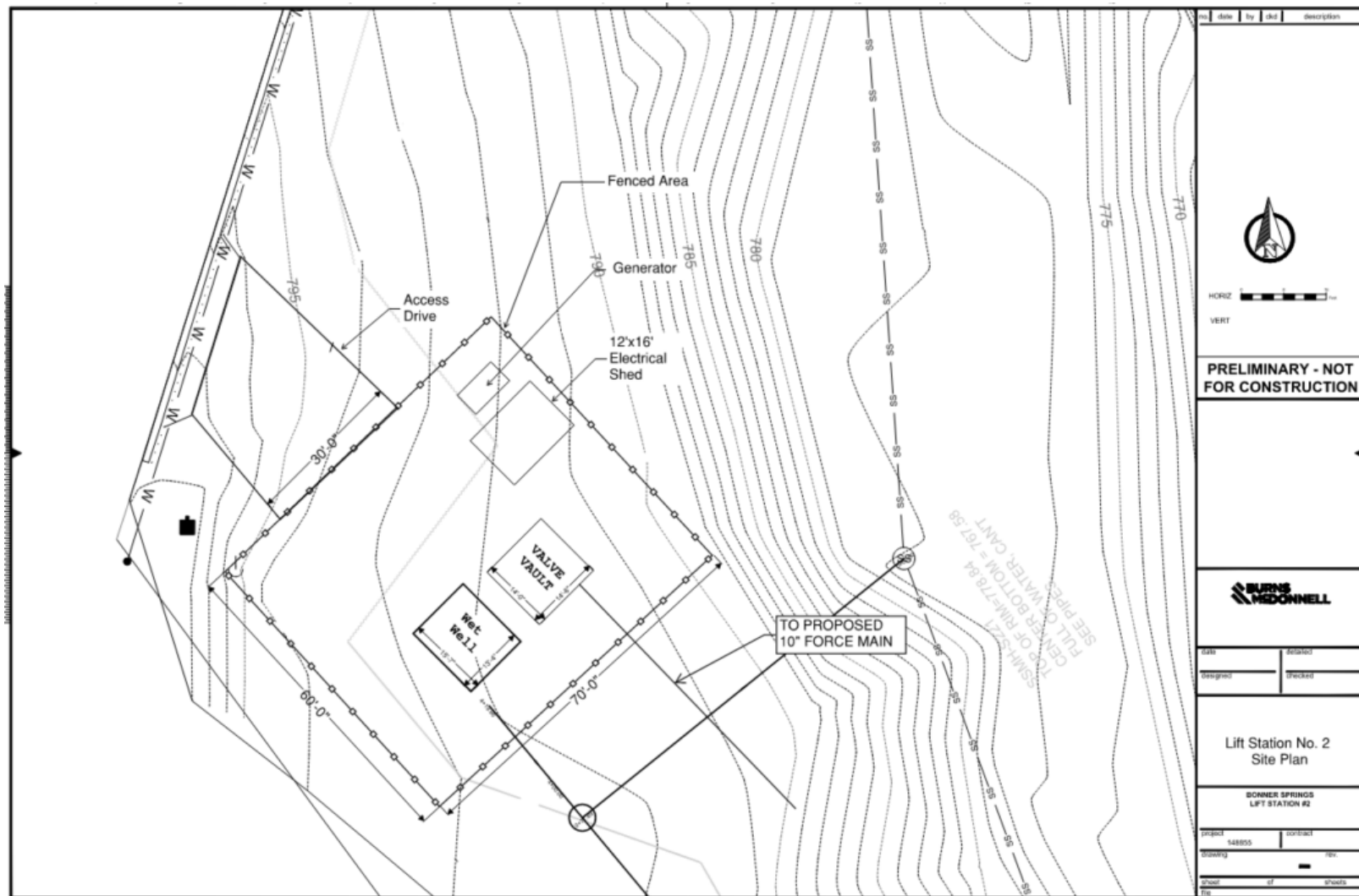


Figure 3-1: Proposed Lift Station No. 2 Site Plan

3.2.4 Structural

3.2.4.1 Design Specifications and Criteria

The structural design of all structures shall be in accordance with the following:

- International Code Council:
 - 2015 International Building Code (2015 IBC).
- American Society of Civil Engineers:
 - ASCE/SEI 7: Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE 7).
- American Concrete Institute:
 - ACI 301: Specifications for Structural Concrete.
 - ACI 318: Building Code Requirements and Commentary for Reinforced Concrete.
 - ACI 350: Environmental Engineering Concrete Structures.
 - ACI 350.5: Specifications for Environmental Concrete Structures.
 - ACI 350.3: Seismic Design of Liquid-Containing Concrete Structures.
 - ACI 350.4R-04: Design Considerations for Environmental Engineering Concrete Structures.
- United States Army Corps of Engineers:
 - EM 1110-2-2100: Stability Analysis of Concrete Structures.
 - EM 1110-2-2104: Strength Design for Reinforced Concrete Hydraulic Structures.

3.2.4.2 Design Loads

3.2.4.2.1 Risk Category

Per 2015 IBC Table 1604.5, for Wastewater Facilities, The Risk Category shall be III for the purposes of calculating design loads.

3.2.4.2.2 Dead Loads

Structures shall be designed to resist the effects of all dead loads, including:

- Weight of all structural members.
- Weight of materials of construction, including finishes and roofing materials.
- Weight of all fixed mechanical, electrical, and process equipment.
- Weight of piping and contents.

- Weight of cable tray, conduit, cables, and other similar conduit routing.

3.2.4.2.3 Live Loads

Live loads are produced by the use of the building or other structures. These include the weight of people, portable equipment, or parts of equipment which may be moved over or placed on floors during maintenance procedures. Additional live loads caused by reciprocating or rotating equipment shall also be considered.

Structures shall be designed to resist the effects of live loads as prescribed in the reference design standards. Live loads listed herein are considered as the minimum live loads to be used for design.

- Ground Floor Slabs: 150 psf.
- Subject to Vehicle Traffic: 250 psf, HS-20 (AASHTO) vehicle loading, or actual vehicle loading, whichever produces the most severe effects on supporting members.

3.2.4.2.4 Fluid Loads

Structures that are to contain fluid shall be designed to resist the effects caused by fluid pressure acting on a structural member. The structure containing fluid shall be designed assuming the fluid level inside the structure is at its maximum operating level. A fluid level associated with a surcharge or overflow condition shall be assumed to be the maximum operating level. Structures containing fluid will be designed for the following fluid pressures:

- Raw Wastewater: 63 pounds per cubic foot (pcf).

Structural members that shall resist the effects of fluid pressure will be designed without counter-acting loads, such as soil backfill or fluid pressures from adjacent cells.

Hydrodynamic forces shall be determined in accordance with the reference design standards.

3.2.4.2.5 Soil Loads

Soil loads are presented in *Geotechnical Exploration – Lift Station No. 2*, dated February 8, 2023, prepared by Geotechnology. Refer to Appendix B for report. Soil loads include the following:

- Equivalent lateral earth pressure, which include the effects of groundwater pressure:
 - Active: 85 pcf.
 - At-Rest: 94 pcf.

- Lateral surcharge due to surface loading:
 - Active: 0.40 times the applied surface loading.
 - At-Rest: 0.55 times the applied surface loading.
- Groundwater levels and risk of hydrostatic uplift due to ground water.

Where groundwater is present causing hydrostatic uplift on buried structures that do not contain sufficient fluid or weight to offset uplift forces, the buried structures shall be designed to resist the effects of the hydrostatic uplift forces according to the referenced US Army Corps of Engineers standards.

3.2.4.2.6 Snow Loads

Snow loads shall be determined based on the following parameters:

- Ground Snow Load, p_g : 20 psf.
- Snow Exposure Factor, C_e : 0.9.
- Snow Load Importance Factor, I_s : 1.10.
- Thermal Factor, C_t : 1.0.

3.2.4.2.7 Wind Loads

Wind loads shall be determined based on the following parameters:

- Basic Wind Speed, V : 120 mph.
- Wind Exposure: C.

3.2.4.2.8 Seismic Loads

Seismic loads shall be determined based on the following parameters:

- Seismic Importance Factor, I_E : 1.25.
- Mapped Spectral Response Acceleration Parameters:
 - Short-Period Mapped Spectral Acceleration, S_S : 0.094g
 - 1-Second Period Mapped Spectral Acceleration, S_1 : 0.067g
- Site Class: B.
- Spectral Response Acceleration Parameters:
 - Short-Period Design Spectral Acceleration, S_{DS} : 0.094g
 - 1-Second Period Design Spectral Acceleration, S_{D1} : 0.067g
- Seismic Design Category: B.

3.2.4.3 Structural Materials

Structural materials shall have the following properties:

- Reinforced Concrete:
 - Minimum 28-day Compressive Design Strength:
 - 4,500 psi for all construction, unless noted otherwise.
 - 5,000 psi for all precast concrete structures.
 - 2,000 psi for concrete fill.
 - Reinforcement: ASTM A615 Grade 60 (60,000 psi yield strength).

3.2.4.4 Geotechnical Criteria

Geotechnical criteria are presented in *Geotechnical Exploration – Lift Station No. 2*, dated February 8, 2023, prepared by Geotechnology. Refer to Appendix B for report.

3.2.5 Electrical

New electrical equipment will consist of one 300 amp service entrance rated automatic transfer switch feeding a 480V distribution panel that will supply power to two 50 hp (approximately) VFDs for the dry weather pumps and one 125 hp VFD for the wet weather pump with built-in harmonics mitigation and bypasses and one 240/120V lighting panel (via a new dry-type transformer). Electrical equipment will be housed within the new electrical shed except for a new CT cabinet and utility meter which will be located outside. The building lighting will be LED. The new pumps will be controlled by a new programmable logic control (PLC) panel and will be based on an analog level signal from a new level transmitter located at the wet well with backup float control. Cabling between the electrical building and the wet well will be routed below grade. A 250 kW natural gas generator with integrated load bank will be provided for backup power.

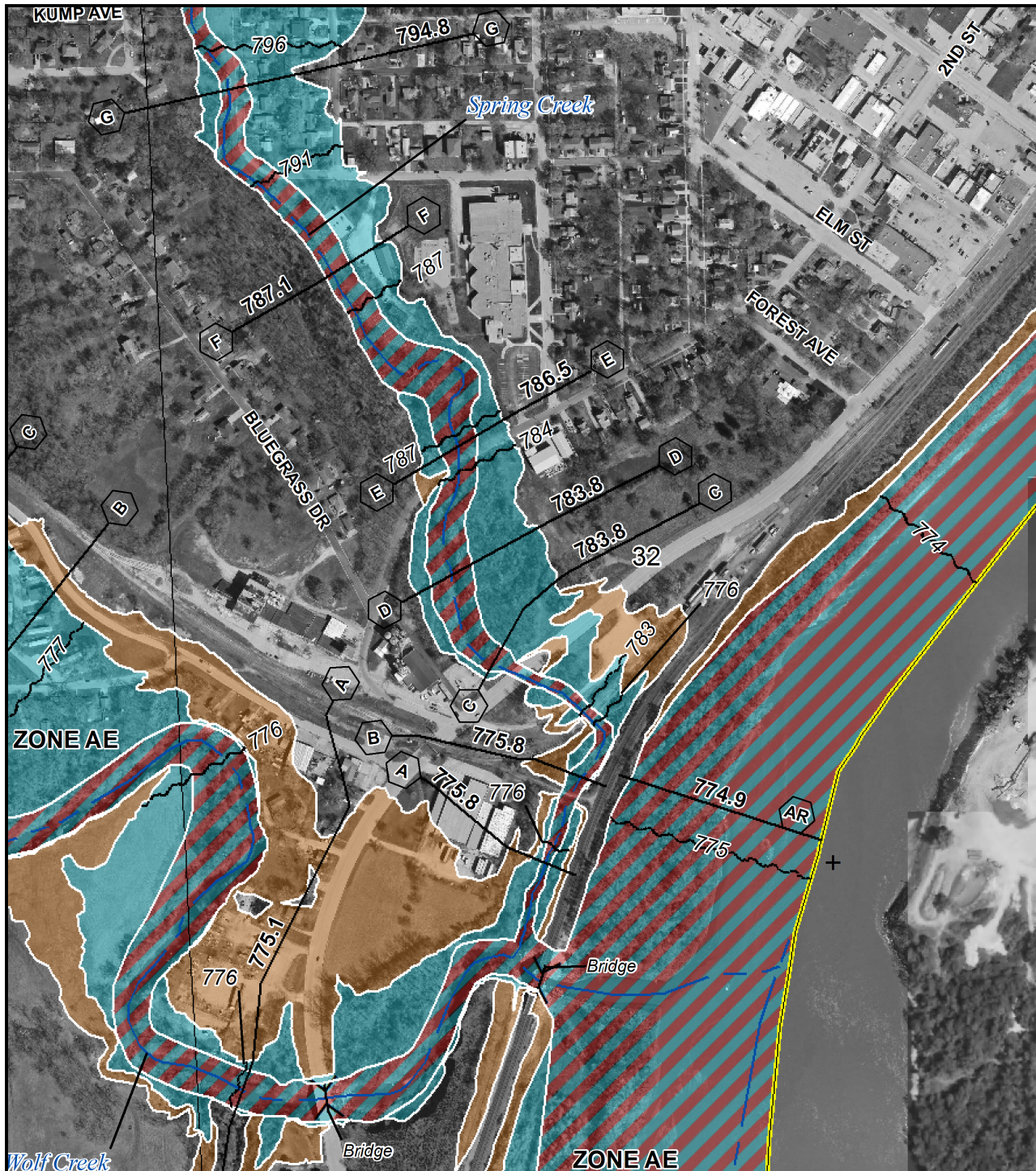
3.3 Sanitary Sewer Improvements Preliminary Design

The purpose of the new gravity sewer main is to connect the existing sanitary sewer collection system to the new lift station. The current lift station has sanitary sewer flow coming from two different directions. The existing sanitary sewer diameters were used for the new gravity sanitary sewer with a selected material of SDR 26 PVC to extend the current gravity sewer lines to the new lift station. The sanitary sewer pipe maintains a slope of 0.14% to the new lift station location. Alignment, gravity sewer line sizing, and plan and profile drawings of the sanitary sewer improvements are included in Appendix C.

In addition, approximately 350 linear feet of 10-inch forcemain is required to connect the new lift station site to the existing forcemain. 10-inch forcemain to be PVC with minimum SDR 32.5. Preliminary alignment and plan and profile drawings are included in Appendix C.

The City's standard specifications for gravity sewer, forcemain and manholes will be utilized in accordance with the established design criteria.

APPENDIX A -FEMA FIRM MAPS



Map Projection:
 NAD 1983 StatePlane Kansas North FIPS 1501
 Western Hemisphere; Vertical Datum: NAVD 88

1 inch = 500 feet

0 500 1,000

N

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP

**WYANDOTTE COUNTY,
 KANSAS**
 And Incorporated Areas
 PANEL 117 OF 210

FEMA

National Flood Insurance Program

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
Bonner Springs, City of	200361	0117	E

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

VERSION NUMBER
 2.2.2.1

MAP NUMBER
 20209C0117E

APPENDIX B – GEOTECHNICAL REPORT



GEOTECHNOLOGY

A Universal Engineering Sciences Company

GEOTECHNICAL EXPLORATION LIFT STATION No. 2 BONNER SPRINGS, KANSAS

Prepared for:

**BURNS & McDONNELL ENGINEERING COMPANY
KANSAS CITY, MISSOURI**

Prepared by:

**GEOTECHNOLOGY, LLC
OVERLAND PARK, KANSAS**

Date:

FEBRUARY 8, 2023

Geotechnology Project No.:

J039905.01

SAFETY
QUALITY
INTEGRITY
PARTNERSHIP
OPPORTUNITY
RESPONSIVENESS



February 8, 2023

Ms. Dana Weir, P.E.
Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, Missouri 64114

Re: Geotechnical Exploration
Lift Station No. 2
Bonner Springs, Kansas
Geotechnology Project No. J039905.01

Dear Ms. Weir:

Presented in this report are the results of the geotechnical exploration conducted for the referenced project. This report does not address environmental considerations. Environmental consideration, if any, will be addressed under separate cover. This report includes our project understanding, observed site conditions, conclusions and/or recommendations, and support data as given in the Table of Contents.

It has been our pleasure to provide geotechnical services to you, and we would welcome the opportunity to provide other services during the course of the project. Please contact the undersigned if you need further information about this document.

Respectfully submitted,

GEOTECHNOLOGY, LLC



Sheryl D. Gallagher, P.E., D.GE
Principal Engineer

SDG/JAW:sdg

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APPENDICES

Appendix A – Important Information about This Geotechnical-Engineering Report
Appendix B – Logs of Borings B-1 through -4 and Probes P-1 and -2
Boring Log: Terms and Symbols
Rock: Terms and Symbols
Appendix C – Rock Core Photographs
Appendix D – Analytical Results

GEOTECHNICAL EXPLORATION

LIFT STATION NO. 2

BONNER SPRINGS, KANSAS

February 8, 2023 | Geotechnology Project No. J039905.01

1.0 EXECUTIVE SUMMARY

The executive summary is provided solely for the purposes of overview, and a number of details are omitted, any one of which could be crucial to the proper application of this report.

- The overall project consists of upgrades to the lift station and sewer in Bonner Springs, Kansas. Upgrades include 1,000 lineal feet of new sewer main and a lift station.
- The stratigraphy generally consists of lean clay fill underlain by native lean clay. Shale and limestone bedrock was encountered in two of the borings.
- Groundwater was measured in four borings during drillings and/or after delayed water level readings at depths of approximately 12 to 21 feet. The delayed water level in the cored borings may be influenced by the introduction of water for the coring process.
- Soft soils may be encountered along the sewer alignment.
- The lift station will likely encounter bedrock removal reaching the design elevation.
- The lift station should be designed to resist uplift pressures.

2.0 PROJECT DATA

2.1 Authorization

The services documented in this report were provided in general accordance with the scope of services described in Geotechnology's proposal P039905.01 dated December 16, 2022. A representative of Burns & McDonnell authorized our services by issuance of Professional Geotechnical Consultant Agreement dated December 20, 2022.

2.2 Purpose and Scope of Services

The purpose of our services was to develop recommendations for geotechnical aspects of the design and construction of the sewer improvements as defined in the scope of services of the referenced proposal. The authorized environmental services will be provided under separate cover. Briefly, geotechnical services consisted of drilling four borings, two probes, laboratory testing, engineering analyses and preparation of this report.



2.3 Project Description and Site Location

The project consists of the construction of a new lift station, designated as Lift Station No. 2, and over 1,000 lineal feet of 24-inch diameter sewer main. Two alternate locations are proposed for the lift station; along Front Street or near West 2nd Street. The structure will bear 42 feet below grade. Additionally, a valve vault will be constructed adjacent to the lift station and will bear at a depth of 8 feet.

The project site is wooded except near the roads and adjacent property on the west side. Spring Creek traverses through the site and the ground surface slopes steeply towards the creek. The site location and general topography of the area as per the 2018 U.S.G.S. maps of the vicinity are shown on Figure 1.

3.0 FIELD EXPLORATION AND LABORATORY TESTING

3.1 Field Exploration

The field exploration consisted of drilling four borings, designated as Borings B-1 through -4 and two probes, designated as P-1 and -2, at approximately the locations shown on Figure 2. The original scope of service included a third probe; however due to access considerations for the original planned location for Boring B-4, the planned probe was drilled as a boring. Additionally, Boring B-2 was moved east of the planned drill location due to sloping terrain and overhead and underground utility considerations. The borings were located in the field relative to site features and the elevations were interpolated from Google Earth. We recommend a surveyor determine boring locations if more accurate locations are required.

The borings were drilled using an all-terrain CME-550 rotary drill rig equipped with 4-inch diameter flight augers and 3 ¾ inch inside diameter hollow-stem augers. Standard Penetration Tests (SPTs) were performed using an automatic hammer. Split-spoon and Shelby tube samples were obtained at the depths indicated on the boring logs presented in Appendix B. An explanation of the terms and symbols used on the boring logs is also included in Appendix B. The probes were sampled using direct push methods with a 3.25-inch outside diameter macrocore sampler with a 1.75-inch sample liner.

Borings B-1 and -3 were extended into the bedrock using double-tube wireline coring methods. Measurements for the core recovery and rock quality designation (RQD)¹ were recorded. Core loss, where encountered, was noted on the logs at the approximate depths of loss based on observations of drilling rate and pressure during coring, and should be considered approximate. Core loss may be indicative of a void or clay seam in the subsurface or result from the washing out of material during coring. Rock cores were stored in plastic core boxes and shale cores were wrapped in plastic wrap. Rock core photographs are presented in Appendix C.

¹ Rock Quality Designation, RQD, is an indication of the quality of the rock based on the length of the recovered core pieces. RQD is defined as the total length of core measuring 4-inches long or more divided by the total recovered length, as is generally represented as a percentage.



A geologist from Geotechnology provided direction during field exploration, observed drilling and sampling, assisted in obtaining samples and prepared logs of the material encountered. The boring logs represent conditions observed at the time of exploration, and have been edited to incorporate results of the laboratory tests.

Unless noted on the boring logs, the lines designating the changes between various strata represent approximate boundaries. The transition between materials might be gradual or might occur between recovered samples. The stratification given on the boring logs, or described herein, is for use by Geotechnology in its analyses and should not be used as the basis of design or construction cost estimates without realizing that there can be variation from that shown or described.

The boring logs and related information depict subsurface conditions only at the specific locations and time where sampling was conducted. The passage of time might result in changes in conditions, interpreted to exist, at or between the locations where sampling was conducted.

3.2 Laboratory Testing

Laboratory testing was performed on selected samples to estimate engineering and index properties. Laboratory testing included determination of moisture content, Atterberg limits, unit weight, and unconfined compressive strength. The results of the index tests are presented on the boring logs. Chemical analytical testing (pH, redox potential, sulfide, sulfate, chloride, and resistivity) to evaluate corrosivity was performed on two selected samples. The analytical test results are included as Appendix D and are summarized in Table 1.

Table 1. Chemical Analytical Test Results

Boring No.	Sample Description	Sample Depth Interval (feet)	Total Sulfide (mg/kg-dry)	Sulfate (mg/kg-dry)	Chloride (mg/kg-dry)	Oxidation Reduction Potential (millivolts)	pH	Electrical Resistivity (ohm-cm)
B-1	CL	35-36	ND	ND	ND	221.7	8.0	5070
B-3	CL	15-17	ND	ND	ND	221.6	7.7	5740

ND = Non Detect

4.0 SUBSURFACE CONDITIONS

4.1 Stratigraphy

Topsoil fill forms the surface cover at Borings B-1, -2 and -4 to depths up to 1 foot. The topsoil fill is underlain by lean clay fill to a depth of approximately 5 to 8 feet. The fill is underlain by stiff to soft lean clay to boring termination at 30 feet at Borings B-2 and -4. Probes P-1 and -2 were surfaced with topsoil and underlain by lean clay to a depth of 16 feet at probe termination. An



approximate one-foot-thick silty sand stratum existed at a depth of approximately 7 feet in Probe P-2.

The topsoil at Boring B-3 and the fill at Boring B-1 is underlain by medium stiff to stiff lean clay to the auger refusal depths of approximately 18 and 39 feet, respectively. The borings were advanced into the rock with retrieved cores consisting of soft, weathered shale and moderately hard, highly to moderately weathered limestone. The rock core recovery values ranged between 94 and 100 percent, and the corresponding rock quality designation (RQD¹) values ranged from 0 to 100 percent.

4.2 Groundwater

Groundwater was encountered in Borings B-1 and -2 at depths of 25 and 24 feet, respectively, while drilling. The remaining borings and probes were dry during drilling. Groundwater was measured in Borings B-1 through -4 at depths of 11.8 to 21.5 feet approximately 24 to 40 hours after drilling. The delayed water levels in the borings that were cored may be reflective of the water introduced in the borehole during the coring process. Groundwater levels might not have stabilized, particularly in less permeable fine-grained soil, prior to backfilling. Consequently, the lack of measured groundwater levels might not represent present or future levels. Groundwater levels might vary substantially over time due to the effects of seasonal variation in precipitation, the water levels in Spring Creek, recharge or other factors not evident at the time of exploration. Therefore, groundwater levels during construction or at other times in the life of the structure might be higher than the levels indicated on the boring logs. Excavations that remain open could collect water.

5.0 DESIGN CONSIDERATIONS AND RECOMMENDATIONS

Geotechnology should be allowed to review final grading and foundation plans to verify that our recommendations have been properly implemented and are suitable for the final design.

5.1 Project Geotechnical Features

Depth to Rock. Excavations for the lift station will approach 42 feet. Excavations in rock should be expected, especially at either of the possible lift station locations near Borings B-1 and -3. It is possible that conventional excavating equipment might not be able to excavate weathered rock that is penetrable to our augers. Competent rock might occur at depths deeper or shallower than discussed in this report and/or shown on the boring logs. Rock, in general, might also occur at shallower depths in unexplored areas of the site. Hard rock removal techniques include line drilling or hydraulic chipping and splitting may be required to achieve final grades. Blasting is not recommended due to the nearby residential structures.

Groundwater. For the purposes of design, groundwater appears to be near a depth of 12 feet. Where excavations for the sewer are below the groundwater depth, dewatering should be provided to maintain groundwater at least 12 inches below the bottom of excavations in clay



soils to maintain a relatively stable base for installation of the sewer line. Sump/pump pits can sometimes be used to control groundwater in excavations in fine-grained soil and bedrock.

5.2 Site Grading

Suitable Fill Materials. The on-site materials available as fill are expected to include lean clay, shale, and limestone. Lean clay may be used as engineered fill. Shale that can be excavated with a backhoe may be used as engineered fill provided the material can be processed into a well-graded material with a maximum particle size of 2 inches. Shale and limestone that is removed utilizing hard rock removal techniques will likely not be able to be processed to a well graded material in a trench situation and should be disposed off-site. Imported off-site development fill should consist of lean, fine-grained soil (liquid limit less than 45) or well-graded crushed limestone with a 2-inch maximum particle size. Acceptable imported fill soils include non-organic materials designated as CL, CL-ML and GW in accordance with ASTM D 2487. Frozen soils should not be used for fill or backfill.

Fill and Backfill Placement. Fill or backfill should be placed in uniform lifts and compacted. The loose lift thickness should not exceed 8 inches. Thinner lift thicknesses will be required for the lighter compaction equipment often used in confined areas. The fill should be systematically compacted to the level given in Table 2. The soil should be placed at moisture contents compatible with the required unit weight. Depending on the soil moisture at the time of construction, drying or wetting might be required to achieve compaction. Deleterious material should not be included in fill, and the fill should not be placed on soft materials or frozen ground.

Table 2. Compaction Summary

Category	Minimum Compaction ^a
Fine-Grained Soil	95% ^b
Crushed Limestone	95%

^a Measured as a percent of the maximum unit weight as determined by the standard Proctor test (ASTM D 698).

^b Moisture content within minus 2 to plus 2 percent of the optimum moisture content.

Trench Backfill. Settlement of trench backfill can result in unsightly depressions and localized failures. The magnitude of settlement can be substantially reduced by mechanical compaction of the trench backfill. Poorly-graded (clean) rock must not be used for trench backfill. Clean rock can collect water which can soften the underlying fine-grained soils, promote shrink/swell in fat clays, or lead to the migration of fines and loss of subgrade support.

Pipe Bedding. Soft soil and disturbed soil subgrade areas should be replaced with compacted, well-graded crushed rock. Well-graded crushed rock or flowable fill should be used as the bedding material for pipes and sewer manholes. Loose material that accumulates in excavations should be removed prior to laying pipe or placing concrete or rock base for manholes.



5.3 Lift Station

Allowable Bearing Pressure. Based on the rock core from Borings B-1 and -3, the lift station slab at either location will bear on limestone or shale bedrock. Lift station slabs bearing on competent rock may be designed for 10 kips per square foot (ksf) allowable bearing pressure. The bearing pressures given herein may be increased 33 percent for transient loads. Competent rock can include shale; however, the shale should be covered with a 3-inch-thick mud mat to protect the subgrade from disturbance and softening prior to the placement of the base slab.

The presence of loose rock, as well as the necessity of providing a relatively level bearing surface, might require mechanical methods for rock removal. In addition, hand cleaning of rock crevices or pockets of soft material might occasionally be necessary. Loose rock and rock loosened by mechanical methods should be removed from excavations. Foundation overexcavations in rock should be backfilled with lean concrete or concrete.

Settlement of the lift station is expected to be less than $\frac{1}{2}$ inch provided the lift station is proportioned and constructed as recommended herein. Estimated values of settlement contained in this report are based on our experience with projects of a similar nature.

Uplift Resistance. Uplift loads can be resisted by the buoyant weight of the lift station and frictional resistance between the lift station exterior and compacted backfill placed against the structure. For compacted backfill placed against the lift station, an allowable frictional resistance value of 500 psf may be used. The frictional resistance in the top 36 inches of compacted fill should be neglected due to seasonal variations in moisture and frost penetration. The friction value provided in this section does not need to be reduced for the portion of a structure below groundwater.

If additional uplift resistance is needed, we recommend anchoring the base slab to the underlying bedrock. A unit weight of 135 pounds per cubic foot may be used for the bedrock in the anchor design. Alternately, buoyancy can be resisted with the dead weight of the foundation and the structure, frictional resistance between the sides of the foundation and soil and engineered fill, and the weight of soil and engineered fill above the foundation. The buoyant weight of footings, structures, soil and engineered fill should be used if below the groundwater level. For the native soil and engineered fill, total and buoyant unit weights of 120 pounds per cubic foot (pcf) and 65 pcf, respectively, may be used.

5.4 Valve Vault

If the structures are located near Boring B-1, the subgrade should be evaluated for fill. Fill should be considered uncontrolled and removed to the depth encountered. It is anticipated that the fill depth approximates the planned bearing elevation of the valve vault.

The planned valve vault may be supported on a mat foundation with a net allowable bearing pressure less than 1,500 psf. Mat foundations bearing on medium stiff to stiff, natural soil or compacted fill may be designed for a vertical modulus of subgrade reaction of 40 pounds per



cubic inch (pci). Mat foundations bearing on rock may be designed for a vertical modulus of subgrade reaction of 200 pci.

Frost Depth. As a measure to provide protection from seasonal moisture variations and frost penetration, mat foundations should bear at least 36 inches below grade. Alternatively, the edges of the mat can be turned down and embedded to a depth of 36 inches.

Settlement. The valve vault, designed and constructed as recommended herein, are expected to experience total and differential settlements of less than approximately 1 inch. Estimated values of settlement contained in this report are based on our experience with projects of a similar nature.

5.5 Lateral Earth Pressures

Substructure walls should be designed to withstand lateral earth pressures caused by adjacent soil and surcharge load. Design lateral pressures from surcharge loads should be added to the lateral earth pressure load. Lateral earth pressures can vary with wall restraint conditions, type of backfill, slope of the ground surface behind the wall, and method of backfill compaction.

On-site excavations are expected to generate lean clay and bedrock fragments. Lateral earth pressures for lean clay and crushed rock are included in Table 3. The lateral earth pressure values provided for low to medium plasticity clay (CL) may be used for the on-site lean clay and imported lean clays (after verification of suitability), and the values provided for the crushed stone backfill (GM) may be used for excavated limestone that has been processed as previously discussed.

For the equations in Table 3 to be valid for crushed rock backfill, the backfill should be placed in a wedge extending upward and away from the bottom edge of the wall at an angle of 45 degrees or flatter. If crushed stone is to be placed within a wedge at an angle of more than 45 degrees from the bottom edge of the wall, the values for lean clay provided in Table 3 should be used. Soft, uncompacted soil on the excavation slope should be removed prior to placement of backfill. Design drawings should reflect this requirement.

Table 3. Lateral Earth Pressures for Level (Horizontal) Ground Surfaces

Description of Backfill	Design Soil Lateral Load (psf per foot of depth)		
	Water Condition	At-rest	Active
Lean Clay (CL)	Drained	$65h + 0.55q$	$50h + 0.40q$
	Submerged	$94h + 0.55q$	$85h + 0.40q$
Well-Graded Crushed Rock (GW)	Drained	$56h + 0.40q$	$35h + 0.25q$
	Submerged	$93h + 0.40q$	$80h + 0.25q$

Where:

h = depth below adjacent grade, feet
 q = surcharge load, psf



Although likely not practical given the elevation of the groundwater, if the structures are not designed to resist hydrostatic forces, backfill behind the walls should include a clean, granular material that should be positively drained to prevent buildup of static water level/hydrostatic pressures against walls. “Clean” indicates less than 2 percent finer than the No. 200 sieve. Clean material should be wrapped with a geotextile such as Mirafi 140N and capped with 2 feet of lean clay. The thickness of the backfill zone should be at least 24 inches behind the base of the wall to allow good drainage. A drain system should be installed around the perimeter of the walls. The perimeter drain system should consist of a 4-inch PVC or equivalent pipe with 1/4-inch perforations. Drainage should be to a sump pump. The pipe should be placed with the perforations down and enveloped with an open-graded gravel (ASTM C 33 Size No. 57). The gravel should be surrounded with Mirafi 140 filter cloth or equivalent.

5.6 Temporary Excavations

OSHA Soil Type. Temporary excavation slopes should be consistent with safety regulations. Worker safety and classification of soil type is the responsibility of the contractor. The materials encountered during excavations for the proposed project are anticipated to consist of rock and fine-grained soil. Excavations in competent bedrock can be classified as OSHA Type Stable Rock; the natural medium stiff and stiff fine-grained soil can generally be classified as OSHA Type B soil and soft soils can be classified as OSHA Type C soil. OSHA guidelines for temporary slopes in Stable Rock allow construction of a vertical slope (i.e., 90 degrees), and excavations in Type B materials may be constructed at 1V:1H or flatter. Excavations in and/or terminating in Type C soil (soft fine-grained and granular soils) and excavations that extend below the groundwater surface should be sloped at 1V:1.5H or flatter. Benched excavations in OSHA Type C soil and benched excavations below groundwater, regardless of the soil type, are not permitted.

The contractor should be aware that excavation depths and inclinations (including adjacent existing slopes) should not exceed those specified in local, state or federal safety regulations, e.g., OSHA Health and Safety Standards for Excavations, 29 CFR, or successor regulations. Such regulations are strictly enforced and, if not followed, the contractor, or earthwork or utility subcontractors could be subjected to substantial penalties. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations.

Temporary slopes left open might undergo sloughing and result in an unstable situation. The contractor should evaluate stability and failure consequences before open cut slopes are made. Minor sloughing of open face slopes might occur. If the slope is expected to remain open for an extended time an impermeable membrane covering the slopes could be considered as a means to reduce the potential for slope degradation and instability.

It is important to note that soils encountered in the construction excavations might vary across the sites, and that even if the OSHA criteria are used, there is a potential for slope failure. If



different subsurface conditions are encountered at the time of construction, we recommend that Geotechnology be contacted to evaluate the conditions.

Temporary Shoring. Excavated temporary slopes might not be feasible at all locations and temporary shoring systems could be required. While different temporary shoring types and configurations can be used, the more common types that are applicable to this site are trench boxes and soldier pile and lagging. Brief discussions of these potential temporary shoring methods are presented in the following paragraphs. Other methods of temporary shoring may be considered, and it might be possible to incorporate the retention system as a permanent structural component.

- **Trench Boxes:** Trench boxes are steel or aluminum structures used for protecting personnel performing duties within a trench. Trench boxes are customarily constructed with sidewalls of varying thicknesses and are held apart by internal steel or aluminum bracing.
- **Soldier Piles and Lagging:** Construction of soldier piles involves placing steel H-piles in predrilled holes that are subsequently backfilled with flowable fill or lean concrete. As the excavation proceeds downward, timber lagging or steel sheeting is installed between the exposed H-piles to restrain the exposed cohesive soil. Additional lateral resistance can be obtained by installing internal bracing or tiebacks.

The contractor should be responsible for designing, installing and monitoring the shoring system. Project specifications should indicate tolerances for wall movement, and require that the wall be designed in accordance with OSHA requirements. The shoring system can also be used as the back form for perimeter structure walls. Appropriate factors of safety should be applied.

5.7 Seismicity

Per the general procedures of the 2018 edition of the International Building Code (IBC), the soil profile at the project site can be defined as Class B (Rock). Based on a United States Geological Survey (USGS) web application using the latitude and longitude coordinates of the project site, the mapped maximum considered earthquake spectral response acceleration is approximately 9.4 percent gravity (0.094 g) at short periods (S_s) and 6.7 percent gravity (0.067 g) at 1-second periods (S_1). The stratigraphy at this site generally consists of cohesive, fine-grained soils underlain by bedrock. The site soils, however, are not considered susceptible to liquefaction during the design seismic event.

5.8 Corrosivity

Cement. Table 2-2 in Design and Control of Concrete Mixtures, 14th Edition, issued by the Portland Cement Association, was reviewed to evaluate the potential of sulfate exposure. Based on Table 2-2, and the analytical test results presented in Appendix D, the concrete will not be exposed to a sulfate condition and we recommend the use of Type I cement for the project.



Corrosion Potential. The Ductile Iron Pipe Research Association (DIPRA) 10-points corrosion potential evaluation system was used to assess the corrosion potential of the soils at the site. The evaluation procedure requires the following analytical tests: soil resistivity, pH, oxidation-reduction potential, sulfides, and moisture. For a given soil sample, each parameter is evaluated and assigned points for all five areas. The points are totaled and if the sum is 10 or more, the soil is considered potentially corrosive to iron pipe, which would warrant protective measures. Based on the results of the analytical tests and our local experience, the soil samples tested have a corrosion potential value of less than 10; consequently, protective measures for iron pipe are not warranted.

6.0 RECOMMENDED ADDITIONAL SERVICES

The conclusions and recommendations given in this report are based on: Geotechnology's understanding of the proposed design and construction, as outlined in this report, site observations, interpretation of the exploration data, and our experience. Since the intent of the design recommendations is best understood by Geotechnology, we recommend that Geotechnology be included in the final design and construction process, and be retained to review the project plans and specifications to confirm that the recommendations given in this report have been correctly implemented. We recommend that Geotechnology be retained to participate in prebid and preconstruction conferences to reduce the risk of misinterpretation of the conclusions and recommendations in this report relative to the proposed construction of the subject project.

Since actual subsurface conditions between boring locations may vary from those encountered in the borings, our design recommendations are subject to adjustment in the field based on the subsurface conditions encountered during construction. Therefore, we recommend that Geotechnology be retained to provide construction observation services as a continuation of the design process to confirm the recommendations in this report and to revise them accordingly to accommodate differing subsurface conditions. Construction observation is intended to enhance compliance with project plans and specifications. It is not insurance, nor does it constitute a warranty or guarantee of any type. Regardless of construction observation, contractors, suppliers, and others are solely responsible for the quality of their work and for adhering to plans and specifications.

7.0 LIMITATIONS OF REPORT

This report has been prepared on behalf of, and for the exclusive use of the client for specific application to the named project as described herein. If this report is provided to other parties, it should be provided in its entirety with all supplementary information. In addition, the client should make it clear that the information is provided for factual data only, and not as a warranty of subsurface conditions presented in this report.

Geotechnology has attempted to conduct the services reported herein in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality and under similar conditions. The recommendations and



conclusions contained in this report are professional opinions. The report is not a bidding document and should not be used for that purpose.

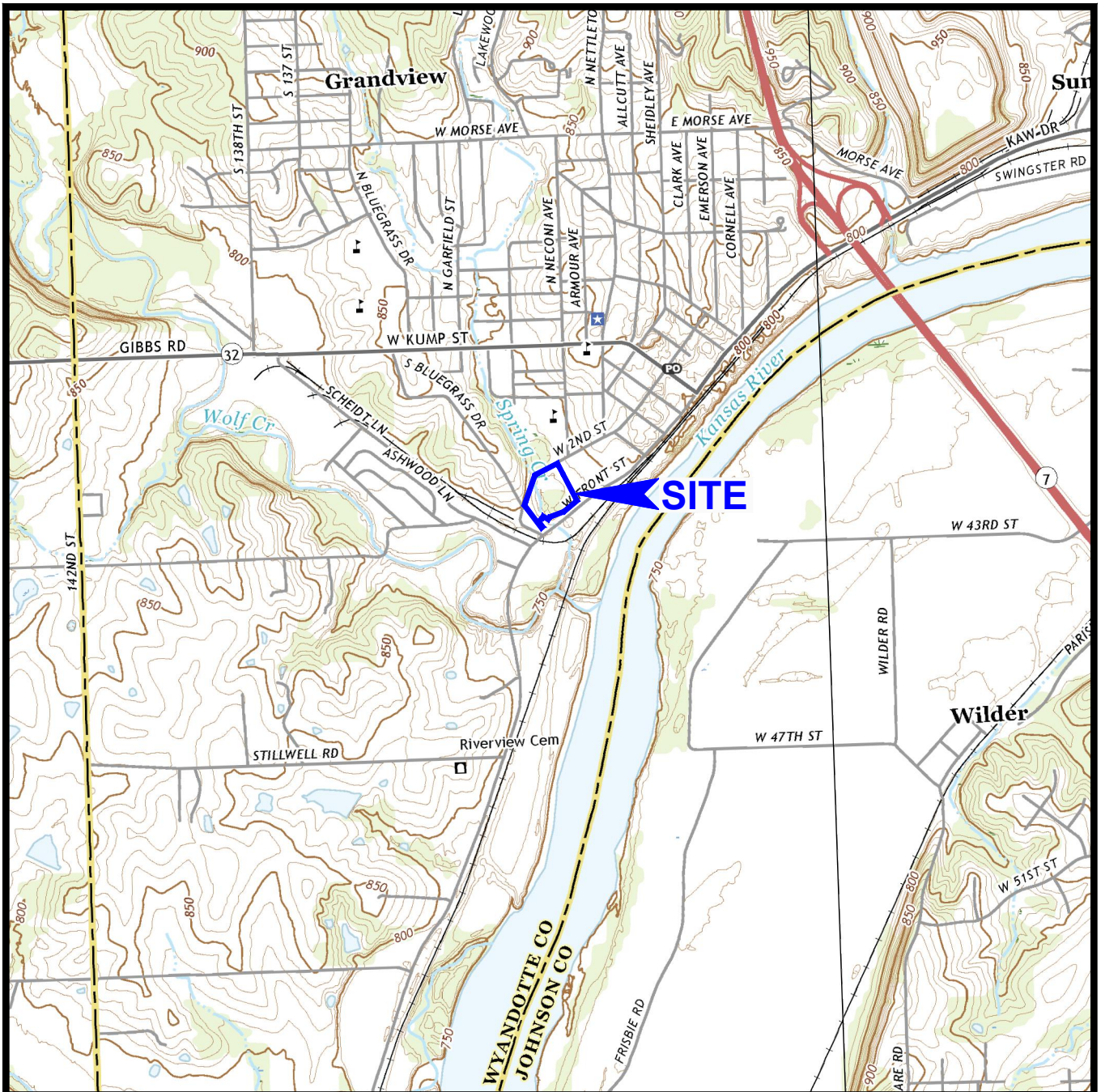
Our scope of service for this phase of the project did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors noted or unusual or suspicious items or conditions observed are strictly for the information of our client. Our scope of service did not include an assessment of the effects of flooding and erosion of creeks or rivers adjacent to or on the project site.

The analyses, conclusions, and recommendations contained in this report are based on the data obtained from the subsurface exploration. The field exploration methods used indicate subsurface conditions only at the specific locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Consequently, subsurface conditions may vary gradually, abruptly, and/or nonlinearly between sample locations and/or intervals.

The conclusions or recommendations presented in this report should not be used without Geotechnology's review and assessment if the nature, design, or location of the facilities is changed, if there is a substantial lapse in time between the submittal of this report and the start of work at the site, or if there is a substantial interruption or delay during work at the site. If changes are contemplated or delays occur, Geotechnology must be allowed to review them to assess their impact on the findings, conclusions, and/or design recommendations given in this report. Geotechnology will not be responsible for any claims, damages, or liability associated with any other party's interpretations of the subsurface data or with reuse of the subsurface data or engineering analyses in this report.

The recommendations included in this report have been based in part on assumptions about variations in site stratigraphy that may be evaluated further during earthwork and foundation construction. Geotechnology should be retained to perform construction observation and continue its geotechnical engineering service using observational methods. Geotechnology cannot assume liability for the adequacy of its recommendations when they are used in the field without Geotechnology being retained to observe construction.

A copy of "Important Information about This Geotechnical-Engineering Report" that is published by the Geotechnical Business Council (GBC) of the Geoprofessional Business Association (GBA) is included in Appendix A for your review. The publication discusses some other limitations, as well as ways to manage risk associated with subsurface conditions.



NOTES

1. Plan adapted from 7.5 minute U.S.G.S. maps for Bonner Springs and Edwardsville, Kansas quadrangles, last revised in 2018.

0 2,000 4,000



SCALE IN FEET

Drawn By: WAH	Ck'd By: AHH	App'd By: AMS
Date: 1-25-23	Date: 1-30-23	Date: 1-31-23



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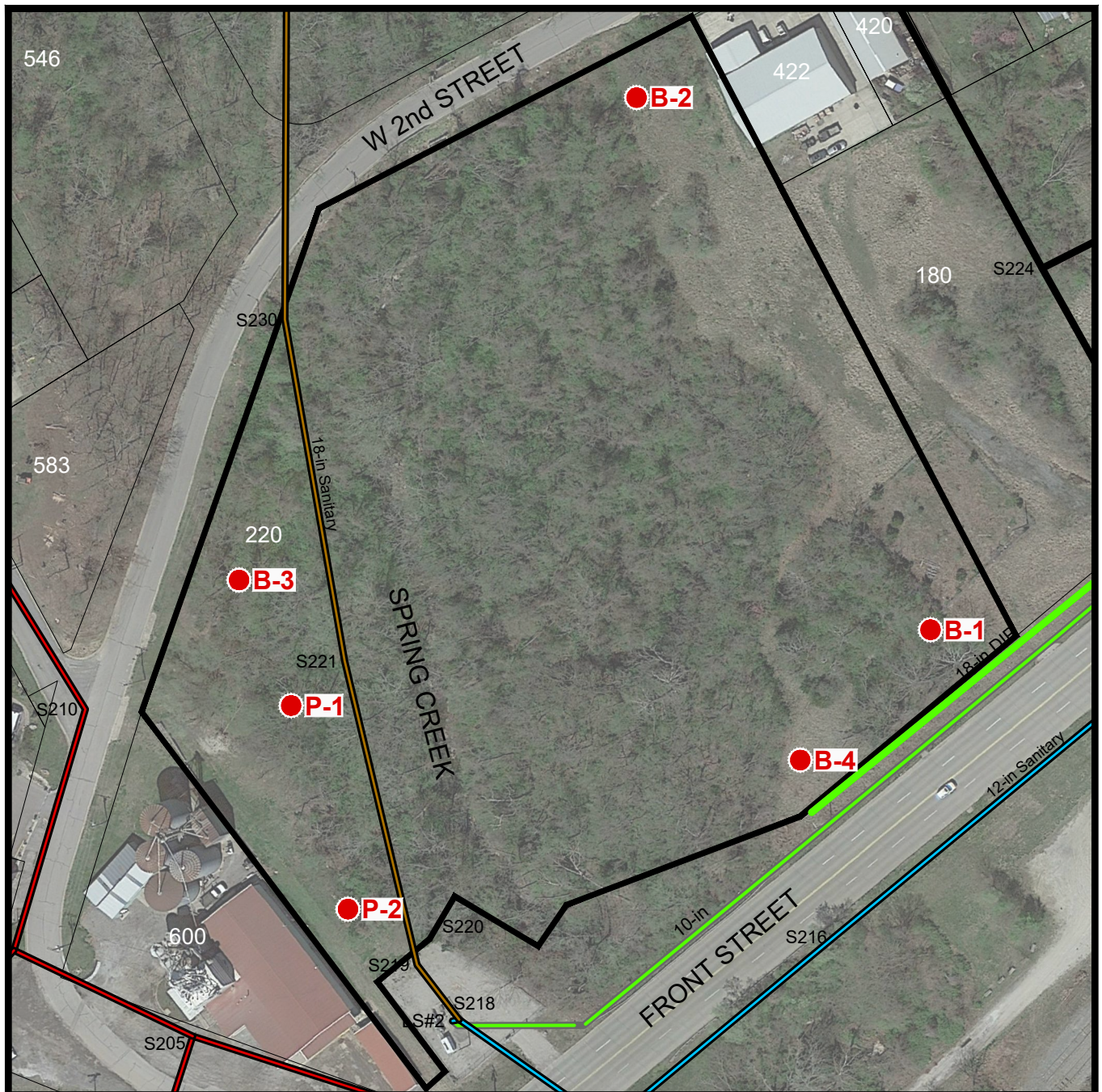
Lift Station No. 2
Bonner Springs, Kansas

SITE LOCATION AND TOPOGRAPHY

Project Number
J039905.01

FIGURE 1





NOTES

1. Plan adapted from an April 10, 2021 aerial photograph courtesy of Google Earth and an undated, untitled drawing supplied by the client.
2. Borings were located in the field with reference to site features and are shown approximate only.

LEGEND

● Boring Location

0 120 240



SCALE IN FEET

Drawn By: WAH	Ck'd By: AHH	App'vd By: AMS
Date: 1-25-23	Date: 1-30-23	Date: 1-31-23



Lift Station No. 2
Bonner Springs, Kansas

AERIAL PHOTOGRAPH OF SITE AND BORING LOCATIONS

Project Number
J039905.01

FIGURE 2



APPENDIX A

Important Information about This Geotechnical-Engineering Report

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study.* Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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e-mail: info@geoprofessional.org www.geoprofessional.org

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APPENDIX B

Logs of Borings B-1 through -4 and Probes P-1 and -1

Boring Log: Terms and Symbols

Rock: Terms and Symbols

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>787</u>		Completion Date: <u>1/17/23</u>		GRAPHIC LOG	DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD	PID VALUES (ppm)	SAMPLES	SHEAR STRENGTH, tsf			
DEPTH IN FEET	DESCRIPTION OF MATERIAL	Δ - UU/2 ○ - QU/2 □ - PP/2									
		0.5 1.0 1.5 2.0 2.5									
		STANDARD PENETRATION RESISTANCE (ASTM D 1586)									
▲ N-VALUE (BLOWS PER FOOT)			PL WATER CONTENT, % LL								
10 20 30 40 50											
	TOPSOIL FILL										
	FILL - brown/dark brown lean clay			3-4-4	SS1						
				3-4-5	SS2						
5											
				4-4-4	SS3						
10	CLAY - dark brown grading to brown and gray, medium stiff to stiff, lean - (CL)			2-2-3	SS4						
	with silt seams			2-5-5	SS5						
15				104	ST6						
	trace sand			2-3-3	SS7						
20											
				2-2-2	SS8						
25				94	ST9						
				2-2-2	SS10						
30											
				2-3-4	SS11						
35				108	ST12						
				4-17	SS13						
				-50/3"							
											67

GROUNDWATER DATA

ENCOUNTERED AT 25 FEET ∇
AT 21.5 FEET AFTER 40 HOURS ∇

DRILLING DATA

___ AUGER 3 3/4" HOLLOW STEM
WASHBORING FROM ___ FEET
BCS DRILLER AHH LOGGER
CME 550X DRILL RIG
HAMMER TYPE Auto

REMARKS: Delayed water level measurement could be influenced from the coring procedure due to introduction of water.

Drawn by: JDH
Date: 1/18/23

Check by: SDG
Date: 1/19/23

App'vd by: JAW
Date: 2/1/23



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**Bonner Springs
Lift Station No. 2
Bonner Springs, KS**

LOG OF BORING: B-1

Project No. J039905.01

[illegible]

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>792</u> Datum <u>WGS84</u>		Completion Date: <u>1/19/23</u>		GRAPHIC LOG DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD		PID VALUES (ppm)		SAMPLES		SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5		
DEPTH IN FEET		DESCRIPTION OF MATERIAL								STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)		
										WATER CONTENT, % PL 10 20 30 40 50 LL		
		TOPSOIL FILL										
		CLAY - red-brown, medium stiff to stiff, lean - CL		2-2-3		SS1						
5				2-3-4		SS2						
				2-4-5		SS3						
10				2-4-5		SS4						
		brown-gray and yellow-brown, shaley		4-5-7		SS5						
15				100		ST6						
		LIMESTONE - light-gray, moderately hard, fresh and slightly weathered		99%		NQ1						
20		2-inch yellow SHALE seam		72%								
		SHALE - gray and yellow, soft, slightly weathered				NQ2						
25		LIMESTONE - light gray with yellow shale seams, moderately hard, slightly weathered		98%								
		light gray to gray, interbedded with yellow to gray shale, fresh and slightly weathered		94%		NQ3						
30				7%								
		SHALE - gray to black to light gray, soft and very soft, fresh to slightly weathered		100%		NQ4						
35				100%		NQ5						
				98%								

GROUNDWATER DATA

☒ FREE WATER NOT ENCOUNTERED DURING DRILLING

AT 18 FEET AFTER 24 HOURS ▼

DRILLING DATA

☐ AUGER 3 3/4" HOLLOW STEM WASHBORING FROM FEET

BCS DRILLER AHH LOGGER

CME 550X DRILL RIG

HAMMER TYPE Auto

Drawn by: JDH
Date: 1/20/23

Check by: SDG
Date: 1/24/23

App'vd by: JAW
Date: 2/1/23

REMARKS: Delayed water level measurement could be influenced from the previous days coring due to introduction of water.

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A Universal Engineering Sciences Company

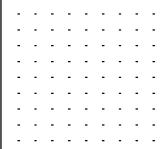
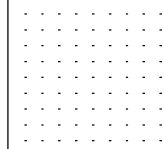
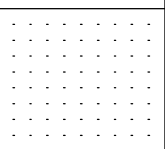
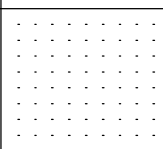
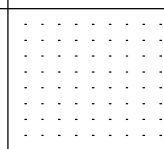
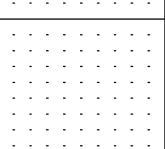
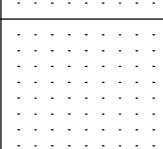
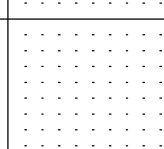
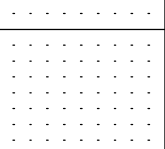
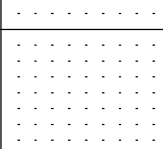
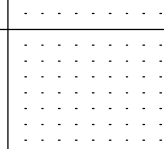
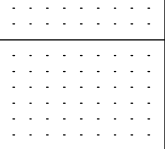
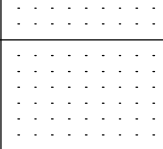
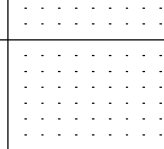
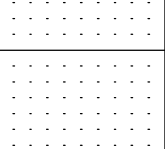
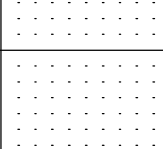
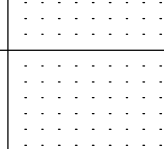
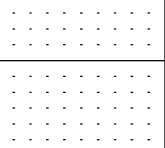
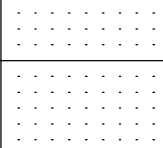
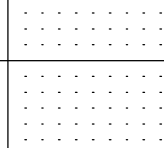
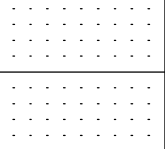
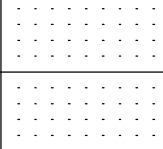
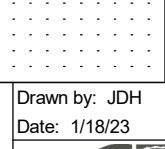
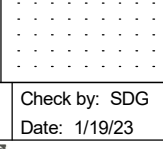
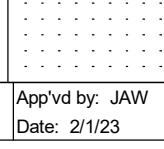
**Bonner Springs
Lift Station No. 2
Bonner Springs, KS**

LOG OF BORING: B-3

Project No. J039905.01

[illegible]

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES
AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>792</u> Datum <u>WGS84</u>		Completion Date: <u>1/17/23</u>		GRAPHIC LOG	DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD	SAMPLES	SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5		
DEPTH IN FEET	DESCRIPTION OF MATERIAL	STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)							
		WATER CONTENT, % PLI 10 20 30 40 50 LL							
	TOPSOIL CLAY - reddish-brown to brown, lean clay - CL					DP1			
5						DP2			
10						DP3			
15						DP4			
	Boring terminated at 16 feet.								
20									
25									
30									
35									

GROUNDWATER DATA ☒ FREE WATER NOT ENCOUNTERED DURING DRILLING		DRILLING DATA ☐ AUGER <u>3 1/4"</u> MACROCORE WASHBORING FROM <u> </u> FEET <u>BCS</u> DRILLER <u>AHH</u> LOGGER <u>CME 550X</u> DRILL RIG HAMMER TYPE <u> </u>		Drawn by: JDH Date: 1/18/23	Check by: SDG Date: 1/19/23	App'vd by: JAW Date: 2/1/23
REMARKS:				 GEOTECHNOLOGY A Universal Engineering Sciences Company		
				Bonner Springs Lift Station No. 2 Bonner Springs, KS		
				LOG OF BORING: P-1		
				Project No. J039905.01		

NOTE: STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN SOIL TYPES AND THE TRANSITION MAY BE GRADUAL. GRAPHIC LOG FOR ILLUSTRATION PURPOSES ONLY.

Surface Elevation <u>792</u> Datum <u>WGS84</u>		Completion Date: <u>1/17/23</u>		GRAPHIC LOG	DRY UNIT WEIGHT (pcf) SPT BLOW COUNTS CORE RECOVERY/RQD	SAMPLES	SHEAR STRENGTH, tsf Δ - UU/2 ○ - QU/2 □ - PP/2 0,5 1,0 1,5 2,0 2,5		
DEPTH IN FEET		DESCRIPTION OF MATERIAL					STANDARD PENETRATION RESISTANCE (ASTM D 1586) ▲ N-VALUE (BLOWS PER FOOT)		
							WATER CONTENT, % PL -----●----- LL 10 20 30 40 50		
TOPSOIL				DP1					
CLAY - brown-red to brown, lean - CL								DP2	
SAND - gravelly, trace clay and silt - SM				DP3					
CLAY - brown-red, trace gravel and sand, lean - CL								DP4	
Boring terminated at 16 feet.									

BORING LOG: TERMS AND SYMBOLS

GENERAL NOTES

- Information on each boring log is a compilation of subsurface conditions based on soil or rock classifications obtained from the field as well as from laboratory testing of samples. The strata lines on the logs may be approximate or the transition between the strata may be gradual rather than distinct. Water level measurements refer only to those observed at the times and places indicated, and may vary with time, geologic condition or construction activity.
- Relative composition and Unified Soil Classification designations are based on visual estimates and are approximate only. If laboratory tests were performed to classify the soil, the unified designation is shown in parenthesis.
- Value given in Unit Dry Weight/SPT Column is either a unit dry weight in pounds per cubic foot, if adjacent to a ST sample designation, or blows per 6-inch increment if adjacent to a SS sample designation.

ABBREVIATIONS

UU/2 Shear Strength from Unconsolidated – Undrained Triaxial Test (ASTM D2850)
 QU/2 Shear Strength from Unconfined Compression Test (ASTM D2166)
 SV Shear Strength from Field Vane (ASTM D2573)
 PL Plastic Limit (ASTM D4318)
 LL Liquid Limit (ASTM D4318)

LEGEND

CS	Continuous Sampler
GB	Grab Sample Taken From Auger Cuttings or Wash Water Return
NX 100 42	NX Rock Core with Percent Recovery/R.Q.D. Given In Adjacent Column
PST	Three Inch Diameter Piston Tube Sample
SS	Split Spoon Sample (Standard Penetration Test)
ST	Three Inch Diameter Shelby Tube Sample
*	Sample Not Recovered
SV	Field Vane Test

SPLIT – BARREL SAMPLER DRIVING RECORD

Blow per Foot (N-Value)

25.....25 blows drove sampler 12 inches after initial 6 inches of seating.
 75/10".....75 blows drove sampler 10 inches after initial 6 inches of seating.
 50/S3".....50 blows drove sampler 3 inches during initial 6 inch seating interval.

NOTES: 1. To avoid damage to sampling tools, driving is limited to 50 blows during any six inch interval.
 2. N-Value (Blow Count) is the standard penetration resistance based on the total number of blows, using a 140-lb hammer with 30-inch free fall, required to drive a split spoon the last two of three, 6-inch drive increments. (Example: 4/7/9, N = 7 + 9 = 16). Values are shown as a summation on grid plot and may be shown as 4/7/9 in Unit Dry Weight – SPT column.

RELATIVE COMPOSITION

Trace.....0-10 %
 With/Some.....11-35 %
 Soil modifier such..... > 35 %
 As silty, clayey, sandy, etc.

DENSITY OF GRANULAR SOILS

Descriptive Term: **N—Value**
 Very Loose.....0 - 4
 Loose.....5 - 10
 Medium Dense.....11 - 30
 Dense.....31 - 50
 Very Dense.....> 50

STRENGTH OF COHESIVE SOILS

Consistency	Undrained Shear Strength Tons Per Sq. Ft.	Field Test	Approximate N-Value Range
Very Soft.....	less than 0.12	Thumb will penetrate soil more than 1" ..	0 - 1
Soft.....	0.13 to 0.25	Thumb will penetrate soil about 1"	2 - 4
Medium Stiff.....	0.26 to 0.50	Thumb will penetrate soil about ¼"	5 - 8
Stiff.....	0.51 to 1.00	Thumb hardly indents soil.....	9 - 15
Very Stiff.....	1.01 to 2.00	Thumb will not indent soil, but readily indented with thumbnail.....	16 - 30
Hard.....	greater than 2.00.....	Thumbnail will not indent soil.....	> 30

SOIL GRAIN SIZE

U.S. STANDARD SIEVE

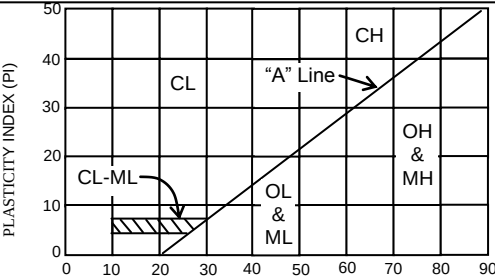
12"	3"	¾"	4	10	40	200		
BOULDERS	COBBLES	GRAVEL		SAND			SILT	CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE		
300	76.2	19.1	4.76	2.00	0.42	0.074	0.002	
SOIL GRAIN SIZE IN MILLIMETERS								

SOIL STRUCTURE

Calcareous – Having appreciable quantities of carbonate.
Fissured – Containing shrinkage or relief cracks, often filled with sand or silt; usually more or less vertical.
Slickensided – Having planes of weakness that appear slick and glossy. The degree of slickensidedness depends upon the spacing of slickensides and the ease of breaking along those planes.
Layer -- Inclusion greater than 3 inches thick.
Seam – Inclusion 1/8 inch to 3 inches thick extending through the sample

Parting – Inclusion less than 1/8 inch thick.
Pocket – Inclusion of material of different texture that is smaller than the diameter of the sample.
Interlayered – Soil samples composed of alternating layers of different soil types.
Intermixed – Soil samples composed of pockets of different soil types and a layered or laminated structure is not evident.
Laminated – Soil sample composed of alternating partings or seams of different soil type.

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYM BOL	DESCRIPTION	PLASTICITY CHART			
Coarse-Grained Soils (More than 50% Larger than No 200 Sieve Size)	Gravel and Gravelly Soils	Clean Gravels Little or no Fines	GW	Well-Graded Gravel, Gravel-Sand Mixture				
		Gravels with Appreciable Fines	GP	Poorly -Graded Gravel, Gravel-Sand Mixture				
			GM	Silty Gravel, Gravel-Sand-Silt Mixture				
	Sand and Sandy Soils	Clean Sands Little or no Fines	SW	Clayey-Gravel, Gravel-Sand-Clay Mixture				
		Sands with Appreciable Fines	SP	Well-Graded Sand, Gravelly Sand				
SM			Poorly Graded Sand, Gravelly Sand					
Fine-Grained Soils (More than 50% Smaller than No 200 Sieve Size)	Silts and Clays	Liquid Limit Less Than 50	SC	Silty Sand, Sand-Silt Mixture				
			CL-ML	Clayey Sand, Sand-Clay Mixture				
			CL					
	Silts and Clays	Liquid Limit More Than 50	ML	Silt, Clayey Silt, Silty or Clayey Very Fine Sand, Slight Plasticity				
			CL	Clay, Sandy Clay, Silty Clay, Low to Medium Plasticity				
			OL	Organic Silts, or Silty Clays of Low Plasticity				
			MH	Silt, Fine Sandy or Silt Soil with High Plasticity				
	Highly Organic Soils		CH	Clay, High Plasticity				
			OH	Organic Clay of Medium to High Plasticity				
			PT	Peat, Humus, Swamp Soil				

VISUAL DESCRIPTION CRITERIA*

TABLE 1: CRITERIA FOR DESCRIBING ANGULARITY OF COARSE-GRAINED PARTICLES

Description	Criteria
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular	Particles are similar to angular description but have rounded edges
Subrounded	Particles have nearly plane sides but have well-rounded corners and edges
Rounded	Particles have smoothly curved sides and no edges

TABLE 2: CRITERIA FOR DESCRIBING PARTICLE SHAPE

Description	Criteria
Flat	Particles with width/thickness X3
Elongated	Particles with length/width X3
Flat and Elongated	Particles meet criteria for both flat and elongated

TABLE 3: CRITERIA FOR DESCRIBING MOISTURE CONDITION

Description	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp, but no visible water
Wet	Visible free water, usually soil is below the water table

TABLE 4: CRITERIA FOR DESCRIBING REACTION WITH HCL

Description	Criteria
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming rapidly

TABLE 6: CRITERIA FOR DESCRIBING CEMENTATION

Description	Criteria
Weak	Crumbles or breaks with handling or little finger pressure
Moderate	Crumbles or breaks with considerable finger pressure
Strong	Will not crumble or break with finger pressure

*NOTES: 1. Tables adapted from ASTM D2488 "Description and Identification of Soils" (Visual-Manual Procedure)
2. Tables 5, 7 and 11 incorporated into other information on this plate.

TABLE 8: CRITERIA FOR DESCRIBING DRY STRENGTH

Description	Criteria
None	The dry specimen crumbles into powder with mere pressure of handling
Low	The dry specimen crumbles into powder with some finger pressure
Medium	The dry specimen breaks into pieces or crumbles with considerable finger pressure
High	The dry specimen cannot be broken with finger pressure. Specimen will break into pieces between thumb and a hard surface.
Very High	The dry specimen cannot be broken between the thumb and a hard surface

TABLE 9: CRITERIA FOR DESCRIBING DILATANCY

Description	Criteria
None	No visible change in the specimen
Slow	Water appears slowly on the surface of the specimen during shaking and does not disappear or disappears slowly upon squeezing.
Rapid	Water appears quickly on the surface of the specimen during shaking and disappears quickly upon squeezing.

TABLE 10: CRITERIA FOR DESCRIBING TOUGHNESS

Description	Criteria
Low	Only slight pressure is required to roll the thread near the plastic limit. The thread and the lump are weak and soft.
Medium	Medium pressure is required to roll the thread to near the plastic limit. The thread and the lump have medium stiffness
High	Considerable pressure is required to roll the thread to near the plastic limit. The thread and the lump have very high stiffness

TABLE 12: IDENTIFICATION OF INORGANIC FINE-GRAINED SOILS FROM MANUAL TESTS

Soil Symbol	Dry Strength	Dilatancy	Toughness
ML	None to low	Slow to rapid	Low or thread cannot be formed
CL	Medium to high	None to slow	Medium
MH	Low to medium	None to slow	Low to medium
CH	High to very high	none	High

ROCK: TERMS AND SYMBOLS

Field descriptions can include the following:

TERM

Hardness
Color
Crystallinity
Bedding
Weathering
Fabric (if applicable)
Jointing (including filling)
Voids
RQD
Sorting Criteria
Angularity Criteria

REFERENCE

Table 1
(1)
Table 2
Table 3
Table 4
Table 5
Table 6
Table 7
Table 8
Figure 1
Figure 2

TABLE 1: ROCK HARDNESS

DESCRIPTION	CRITERIA
Very Soft	- Easily indented with the thumb
Soft	- Able to be scratched with a fingernail
Moderately Hard	- Easily scratched with a knife; Cannot be scratched with the fingernail
Hard	- Difficult to scratch with a knife
Very Hard	- Cannot be scratched with a knife

TABLE 2: ROCK CRYSTALLINITY

DESCRIPTION	CRITERIA
Aphanitic (Micritic)	- Crystals cannot be distinguished with the naked eye
Very Finely Crystalline	- Crystals are barely discernable with the naked eye
Finely Crystalline	- Crystals are easily discernable with the naked eye
Medium Crystalline	- Crystals are medium size; up to 1/8" in diameter
Coarsely Crystalline	- Crystals are 1/8" to 1/4" in diameter
Very Coarsely Crystalline	- Crystals are larger than 1/4" in diameter

TABLE 3: ROCK MASS BEDDING

DESCRIPTION	CRITERIA
Parting	- Less than 0.02 foot (<0.60 cm)
Band	- 0.02 to 0.2 foot (0.60 to 6.1 cm)
Thin Bed	- 0.2 to 0.5 foot (6.1 to 15.2 cm)
Medium Bed	- 0.5 to 1.0 foot (15.2 to 30.5 cm)
Thick Bed	- 1.0 to 2.0 feet (30.5 to 61.0 cm)
Massive	- Greater than 2.0 feet (>61.0 cm)

TABLE 4: ROCK WEATHERING

DESCRIPTION	CRITERIA
Fresh	- No visible signs of decomposition or discoloration
Slightly Weathered	- Slight discoloration inward from open fractures
Moderately Weathered	- Discoloration throughout, slight loss of strength, texture intact
Highly Weathered	- Specimens can be broken by hand, texture indistinct, fabric intact
Completely Weathered	- Specimens easily crumbled, minerals decomposed to soil
Residual Soil	- Advanced state of decomposition resulting in plastic soil

TABLE 5: ROCK FABRIC

DESCRIPTION	CRITERIA
Equigranular	- Grains essentially of equal size
Porphyritic	- Mixed coarse and fine grains
Amorphous	- No definite crystal form (Glass)
Platy	- Schistose or foliated, planar

TABLE 6: ROCK JOINTING

DESCRIPTION	CRITERIA
Very Wide	>3.25 ft. (>3 m)
Wide	1.1 – 3.25 ft. (1-3 m)
Moderately Wide	0.3 – 1.1 ft. (0.3 – 1 m)
Close	0.05 – 0.3 ft. (0.05 – 0.3 m)
Very Close	<0.05 ft. (<0.05 m)

TABLE 7: ROCK VOIDS

DESCRIPTION	CRITERIA
Dense	- Usually not discernable with the naked eye
Pit (Pitted)	- Discernable to 1/4"
Vug (Vuggy)	- 1/4" to diameter of the core
Cavity	- Larger than 6" in diameter

ROCK 8: ROCK QUALITY

PERCENT RQD	QUALITY
90 to 100	Excellent
75 to 90	Good
50 to 75	Fair
25 to 50	Poor
0 to 25	Very Poor

FIGURE 1: Sorting Criteria

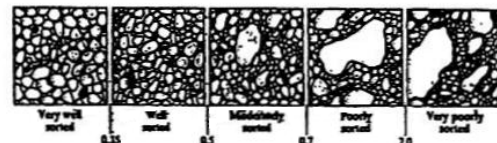
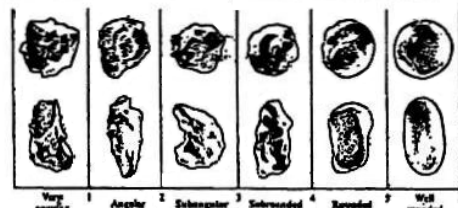


FIGURE 2: Angularity Criteria



TYPE SPECIFIC CHARACTERISTICS

CHARACTERISTICS OF DETRITAL SEDIMENTARY ROCKS		CHARACTERISTICS OF NON-DETRITAL SEDIMENTARY ROCKS	
ROCK TYPE	CHARACTERISTICS	ROCK TYPE	CHARACTERISTICS
	COARSE-GRAINED		CALCAREOUS PRECIPITATES
Conglomerates	- Rounded fragments of any type rock; cementing agent chiefly silica, but iron, clay, and calcareous material also common/	Limestone	- Contains more than 50% calcium carbonate. The calcite can be precipitated chemically, organically, or it may be detrital in origin. Reacts violently with dilute HCL.
Breccia	- Angular fragments of any type rock; resulting from glaciation, rock falls, cave collapse, and/or fault movements.	Coquina	- Weak porous rock consisting of lightly cemented shells and shell fragments.
	MEDIUM-GRAINED	Chalk	- Soft, porous, and fine-textured; composed of shells of microscopic organisms; usually white.
Sandstones	- Predominantly quartz grains cemented by silica, iron, clay or carbonate material. Color depends on cementing agent; porous and pervious; hard and generally thickly bedded.	Dolomite	- Harder and heavier than limestone. Forms by alteration of limestone or by direct precipitation from sea water. Reacts with dilute HCL only when powdered; hardness >5.
Arkose	- Similar to sandstone but at least 25% feldspar.	Gypsum	- An evaporate, commonly massive, white and soft.
Graywacke	- Angular particles of a variety of minerals in a clay matrix; indurated, impure sandstone.	Anhydrite	- An evaporate, harder than gypsum; normally white with a pearly luster and splintery fracture.
	FINE-GRAINED	Halite	- An evaporate; a crystalline aggregate of salt.
Siltstone	- Composition similar to sandstone but at least 50% of grains 0.002 – 0.02mm in size. Rarely forms thick beds, but often hard.		ORGANIC ORIGIN
Shale	- Predominant particles, <0.002mm; a well defined fissile fabric. Commonly interbedded with sandstone and relatively soft.	Coal	- Composed of highly altered plant remains and varying amounts of clay, generally black.
Argillites	- Hard, indurated shales devoid of fissility.		BIOGENIC AND CHEMICAL ORIGIN
Clay Shale	- Moderately indurated shales.	Chert	- Formed by silica deposited from solution in water. May occur as nodules or relatively thick beds; hardness of 7.
Claystone	- Clay-size particles compacted into rock without a fissile structure (stiff to hard consistency).	Diatomite	- Soft, white, very light, porous rock.
CHARACTERISTICS OF IGNEOUS ROCKS		CHARACTERISTICS OF METAMORPHIC ROCKS	
ROCK TYPE	CHARACTERISTICS	ROCK TYPE	CHARACTERISTICS
	COARSE TO MEDIUM GRAINED		FOLIATED FABRIC
Pegmatite	- Chiefly quartz and feldspar, occurring separately as large grains; abundant as dikes in granite.	Gneiss	- Coarse-grained rock with imperfect foliation resulting in slabbing. Chief minerals are quartz and feldspar.
Granite	- Most common igneous rock; normally equigranular and light in color; chiefly quartz and feldspar.	Schist	- Fine-grained rock with a well-developed foliation. Mainly consists of platy minerals and commonly garnet.
Syenite	- Light colored rock similar to granite but contains no quartz; almost entirely feldspar.	Amphibolite	- Consists largely of amphibole with a schist-like foliation. Commonly hard and very dense.
Diorite	- Equigranular and gray to dark gray; composed of plagioclase feldspar and at least one ferromagnesian mineral.	Phyllite	- Soft, with a satin luster and extremely fine schistosity; very unstable cut slopes.
Gabbro	- Dark colored rock composed of ferromagnesian minerals and plagioclase feldspar.	Slate	- Extremely fine-grained (micritic) with a very well-defined cleavage; generally hard.
Peridotite	- Dark colored rock composed almost entirely of ferromagnesian minerals, readily altered.		MASSIVE FABRIC
Dunite	- Very dark green; major constituent is olivine. Readily alters to serpentine.	Meta-conglomerate	- Similar to conglomerate in appearance but has been fused and deformed by heat and pressure.
Dolerite	- Dark colored rock, intermediate in grain size.	Quartzite	- Extensively altered sandstone; individual sand grains have been fused together.
	FINE-GRAINED	Serpentine	- A green, soft, compact rock with a waxy luster and splintery fracture.
Andesite	- Generally dark gray, green or red, fine-grained rock; occasionally porphyritic.	Soapstone	- Derived from talc; generally green in color and easily cut with a sharp knife; resists the action of heat and acids.
Basalt	- Most abundant extrusive rock; variable colors; fine-grained with a dense structure.	Hornfels	- Rocks baked by contact metamorphism into a hard aphanitic material, with conchoidal fracture and generally dark gray to black in color.
Rhyolite	- Microcrystalline equivalent of granite; usually white, gray or pink with a few phenocrysts.	Migmatite	- A complex intermixture of metamorphic and granular igneous rocks formed by injection of granite magma into foliated rocks.
Felsite	- A finely-crystalline variety of quartz-porphry.		
	GLASSY ROCKS	Mylonites	- Produced by intense metamorphism; variable fabric due to deformation of original minerals. Common along the base of overthrust sheets.
Obsidian	- Solid natural glass devoid of all crystal form.		
Pumice	- Extremely vesicular glass; sponge structure.		
Scoria	- Rock which has equal void space and solid mass.		

GEOLOGIC DEFINITIONS

ARENACEOUS – A term applied to rocks that have been derived from sand or contain abundant, >30% , sand in composition.

ARGILLACEOUS – A term applied to all rock or substances composed of clay minerals or having a notable portion, >30%, clay in composition.

BRECCIATED – A rock texture with is composed of angular fragments which corresponds in size to gravel and/or pebbles.

CONGLOMERITIC – A rock texture which is composed of rounded fragments which correspond in size to gravel and/or pebbles.

FABRIC – That factor of the texture of a crystalline rock which depends on the relative sizes, shapes, and arrangements of the component crystals.

FISSILITY – A property of splitting along closely spaced parallel planes.

LOOLITIC – A spherical or ellipsoidal texture, 0.25 – 2.0mm in diameter, with a concentric or radial structure.

PHANERITIC – A textural term applied to those igneous rocks in which all the grains are essentially the same size.

PORPHYRITIC- A textural term applied to those igneous rocks which have larger crystals set in a fine matrix.

SLICKENSIDE – A polished or striated surface on or within a rock or compact soil.

STYLOLITE – A term applied to parts of certain limestones which have a columnlike development that is grooved, sutured, or striated and irregular

Note: Tables, Figures and data adapted from: "Geotechnical Engineering Investigation Manual", Roy E. Hunt, McGraw-Hill Book Co., New York, NY, 1984., "Petrology Igneous, Sedimentary, and Metamorphic", Harvey Blatt & Ernest G. Ehlers, W. H. Freeman & co., San Francisco, CA, 1982., and the U.S. Army Corps of Engineers.

APPENDIX C

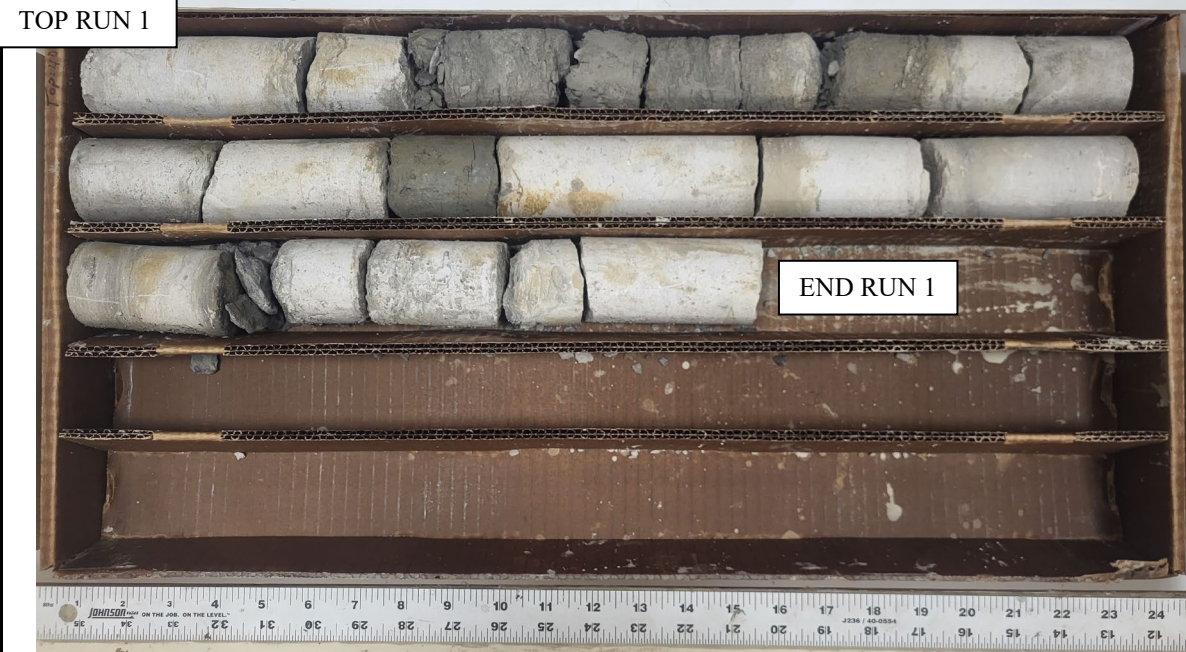
Rock Core Photographs

B-1

**Lift Station No. 2
Bonner Springs, KS**

J039905.01

TOP RUN 1

**Run No.**

1

Depth (ft)

40.5 – 45.5

Recovery (%)

100

RQD (%)

51

B-3

**Lift Station No. 2
Bonner Springs, KS**

J039905.01

TOP RUN 1

**Run No.**

1

2

3

Depth (ft)

18.0 - 21.0

21.0 – 26.0

26.0 – Cont.

Recovery (%)

99

98

94

RQD (%)

72

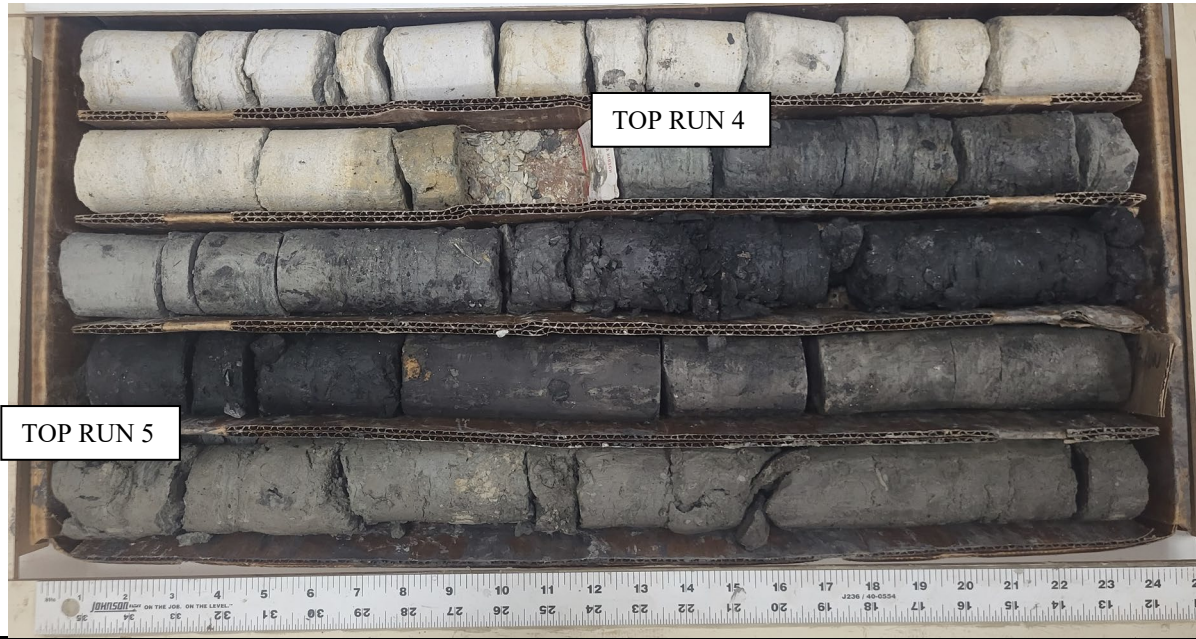
14

7

B-3

**Lift Station No. 2
Bonner Springs, KS**

J039905.01

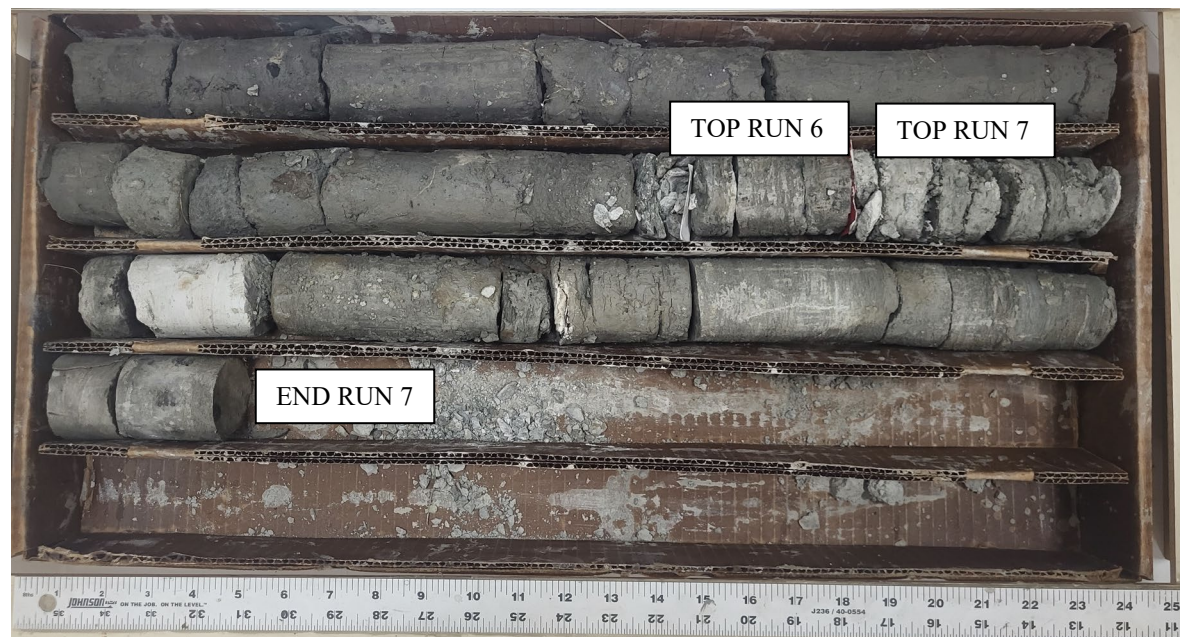


<u>Run No.</u>	<u>Depth (ft)</u>	<u>Recovery (%)</u>	<u>RQD (%)</u>
3	Cont. – 36.0	94	7
4	36.0 – 40.5	100	100
5	40.5 – Cont.	100	98

B-3

**Lift Station No. 2
Bonner Springs, KS**

J039905.01



<u>Run No.</u>	<u>Depth (ft)</u>	<u>Recovery (%)</u>	<u>RQD (%)</u>
5	Cont. – 40.5	100	98
6	40.5 – 41.0	100	0
7	41.0 – 44.0	97	85

APPENDIX D

Analytical Results

February 07, 2023

Matt McQuality
GEOTECHNOLOGY, INC.
5055 Antioch Road
Shawnee, KS 66203

RE: Project: BONNER LIFT STATION J039905.01
Pace Project No.: 60420927

Dear Matt McQuality:

Enclosed are the analytical results for sample(s) received by the laboratory on January 31, 2023. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Kansas City

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Angie Brown
angie.brown@pacelabs.com
1(913)563-1402
Project Manager

Enclosures

cc: Angie Coates, GEOTECHNOLOGY, INC.



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Pace Analytical Services Kansas

9608 Loiret Boulevard, Lenexa, KS 66219

Missouri Inorganic Drinking Water Certification #: 10090

Arkansas Drinking Water

Arkansas Certification #: 22-031-0

Illinois Certification #: 2000302021-3

Iowa Certification #: 118

Kansas/NELAP Certification #: E-10116

Louisiana Certification #: 03055

Nevada Certification #: KS000212023-1

Oklahoma Certification #: 2022-057

Florida: Cert E871149 SEKS WET

Texas Certification #: T104704407-21-15

Utah Certification #: KS000212022-12

Illinois Certification #: 004592

Kansas Field Laboratory Accreditation: # E-92587

Missouri SEKS Micro Certification: 10070

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Lab ID	Sample ID	Matrix	Date Collected	Date Received
60420927001	B-1 ST-12 35'-36'	Solid	01/30/23 15:00	01/31/23 10:05
60420927002	B-3 ST-6 15'-17'	Solid	01/30/23 15:30	01/31/23 10:05

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
60420927001	B-1 ST-12 35'-36'	EPA 9045	CRN2	1	PASI-K
		SM 2580B	RB	1	PASI-K
		EPA 120.1 Resistivity	TML	1	PASI-K
		EPA 9056	RKA	2	PASI-K
60420927002	B-3 ST-6 15'-17'	EPA 9045	CRN2	1	PASI-K
		SM 2580B	RB	1	PASI-K
		EPA 120.1 Resistivity	TML	1	PASI-K
		EPA 9056	RKA	2	PASI-K

PASI-K = Pace Analytical Services - Kansas City

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Date: February 07, 2023

Sulfide analyses results located in the attached sublab report following the chain of custody section.

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Sample: B-1 ST-12 35'-36' **Lab ID:** 60420927001 **Collected:** 01/30/23 15:00 **Received:** 01/31/23 10:05 **Matrix:** Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
9045 pH Soil								
Analytical Method: EPA 9045 Pace Analytical Services - Kansas City								
pH at 25 Degrees C	8.0	Std. Units	0.10	1		02/02/23 15:05		
Oxidation/Reduction Potential								
Analytical Method: SM 2580B Pace Analytical Services - Kansas City								
Oxidation/Reduction Potential	221.7	mV	1.0	1		02/02/23 14:31		
Resistivity								
Analytical Method: EPA 120.1 Resistivity Pace Analytical Services - Kansas City								
Resistivity	5070	ohms-cm	100	1		02/03/23 14:30		
9056 IC Anions								
Analytical Method: EPA 9056 Preparation Method: EPA 9056 Pace Analytical Services - Kansas City								
Chloride	ND	mg/kg	101	10	02/01/23 09:00	02/01/23 10:03	16887-00-6	
Sulfate	ND	mg/kg	101	10	02/01/23 09:00	02/01/23 10:03	14808-79-8	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Sample: B-3 ST-6 15'-17' **Lab ID: 60420927002** Collected: 01/30/23 15:30 Received: 01/31/23 10:05 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
9045 pH Soil								
Analytical Method: EPA 9045 Pace Analytical Services - Kansas City								
pH at 25 Degrees C	7.7	Std. Units	0.10	1		02/02/23 15:05		
Oxidation/Reduction Potential								
Analytical Method: SM 2580B Pace Analytical Services - Kansas City								
Oxidation/Reduction Potential	221.6	mV	1.0	1		02/02/23 14:35		
Resistivity								
Analytical Method: EPA 120.1 Resistivity Pace Analytical Services - Kansas City								
Resistivity	6740	ohms-cm	100	1		02/03/23 14:30		
9056 IC Anions								
Analytical Method: EPA 9056 Preparation Method: EPA 9056 Pace Analytical Services - Kansas City								
Chloride	ND	mg/kg	99.8	10	02/01/23 09:00	02/01/23 11:23	16887-00-6	
Sulfate	ND	mg/kg	99.8	10	02/01/23 09:00	02/01/23 11:23	14808-79-8	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

QC Batch: 830188

Analysis Method: EPA 9045

QC Batch Method: EPA 9045

Analysis Description: 9045 pH

Laboratory: Pace Analytical Services - Kansas City

Associated Lab Samples: 60420927001, 60420927002

SAMPLE DUPLICATE: 3295323

Parameter	Units	60420972001 Result	Dup Result	RPD	Max RPD	Qualifiers
pH at 25 Degrees C	Std. Units	7.4	7.3	1	3	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

QC Batch: 830263

Analysis Method: SM 2580B

QC Batch Method: SM 2580B

Analysis Description: Oxidation/Reduction Potential

Laboratory: Pace Analytical Services - Kansas City

Associated Lab Samples: 60420927001, 60420927002

SAMPLE DUPLICATE: 3295727

Parameter	Units	60420927001 Result	Dup Result	RPD	Max RPD	Qualifiers
Oxidation/Reduction Potential	mV	221.7	221.7			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: BONNER LIFT STATION J039905.01
Pace Project No.: 60420927

QC Batch:	830052	Analysis Method:	EPA 9056
QC Batch Method:	EPA 9056	Analysis Description:	9056 IC Anions
		Laboratory:	Pace Analytical Services - Kansas City

Associated Lab Samples: 60420927001, 60420927002

METHOD BLANK: 3294848 Matrix: Solid
Associated Lab Samples: 60420927001, 60420927002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Chloride	mg/kg	ND	100	02/01/23 09:16	
Sulfate	mg/kg	ND	100	02/01/23 09:16	

LABORATORY CONTROL SAMPLE: 3294849

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Chloride	mg/kg	500	475	95	80-120	
Sulfate	mg/kg	500	488	98	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 3294850 3294851

Parameter	Units	60420927001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Chloride	mg/kg	ND	478	478	561	488	98	83	80-120	14	15	
Sulfate	mg/kg	ND	478	478	550	479	115	100	80-120	14	15	

SAMPLE DUPLICATE: 3294852

Parameter	Units	60420927002 Result	Dup Result	RPD	Max RPD	Qualifiers
Chloride	mg/kg	ND	73.7J		15	
Sulfate	mg/kg	ND	58.1J		15	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: BONNER LIFT STATION J039905.01
Pace Project No.: 60420927

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Reported results are not rounded until the final step prior to reporting. Therefore, calculated parameters that are typically reported as "Total" may vary slightly from the sum of the reported component parameters.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: BONNER LIFT STATION J039905.01

Pace Project No.: 60420927

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
60420927001	B-1 ST-12 35'-36'	EPA 9045	830188		
60420927002	B-3 ST-6 15'-17'	EPA 9045	830188		
60420927001	B-1 ST-12 35'-36'	SM 2580B	830263		
60420927002	B-3 ST-6 15'-17'	SM 2580B	830263		
60420927001	B-1 ST-12 35'-36'	EPA 120.1 Resistivity	830357		
60420927002	B-3 ST-6 15'-17'	EPA 120.1 Resistivity	830357		
60420927001	B-1 ST-12 35'-36'	EPA 9056	830052	EPA 9056	830103
60420927002	B-3 ST-6 15'-17'	EPA 9056	830052	EPA 9056	830103

REPORT OF LABORATORY ANALYSIS

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DC#_Title: ENV-FRM-LENE-0009_Sample

Revision: 2

Effective Date: 01/12/2022

WO#: 60420927

Client Name: GeotechnologyCourier: FedEx ☐ UPS ☐ VIA ☐ Clay ☐ PEX ☐ ECI ☐ Pace ☐ Xroads ☐ Client ☒ Other ☐Tracking #: _____ Pace Shipping Label Used? Yes ☐ No ☒Custody Seal on Cooler/Box Present: Yes ☐ No ☒ Seals intact: Yes ☐ No ☒Packing Material: Bubble Wrap ☐ Bubble Bags ☐ Foam ☐ None ☒ Other ☐Thermometer Used: T296 Type of Ice: Wet Blue ☒ NoneCooler Temperature (°C): As-read 4.9 Corr. Factor -0.1 Corrected 4.8Date and initials of person
examining contents:AF 1/31

Temperature should be above freezing to 6°C

Chain of Custody present:	☒ Yes ☐ No ☐ N/A	
Chain of Custody relinquished:	☒ Yes ☐ No ☐ N/A	
Samples arrived within holding time:	☒ Yes ☐ No ☐ N/A	
Short Hold Time analyses (<72hr):	☐ Yes ☒ No ☐ N/A	
Rush Turn Around Time requested:	☒ Yes ☐ No ☐ N/A	<u>4 DAY TAT</u>
Sufficient volume:	☒ Yes ☐ No ☐ N/A	
Correct containers used:	☒ Yes ☐ No ☐ N/A	
Pace containers used:	☒ Yes ☐ No ☐ N/A	
Containers intact:	☒ Yes ☐ No ☐ N/A	
Unpreserved 5035A / TX1005/1006 soils frozen in 48hrs?	☐ Yes ☐ No ☒ N/A	
Filtered volume received for dissolved tests?	☐ Yes ☐ No ☒ N/A	
Sample labels match COC: Date / time / ID / analyses	☒ Yes ☐ No ☐ N/A	
Samples contain multiple phases? Matrix: <u>SL</u>	☐ Yes ☒ No ☐ N/A	
Containers requiring pH preservation in compliance? (HNO ₃ , H ₂ SO ₄ , HCl<2; NaOH>9 Sulfide, NaOH>10 Cyanide) (Exceptions: VOA, Micro, O&G, KS TPH, OK-DRO)	☐ Yes ☐ No ☒ N/A	List sample IDs, volumes, lot #'s of preservative and the date/time added.
Cyanide water sample checks:		
Lead acetate strip turns dark? (Record only)	☐ Yes ☐ No	
Potassium iodide test strip turns blue/purple? (Preserve)	☐ Yes ☐ No	
Trip Blank present:	☐ Yes ☐ No ☒ N/A	
Headspace in VOA vials (>6mm):	☐ Yes ☐ No ☒ N/A	
Samples from USDA Regulated Area: State:	☐ Yes ☒ No ☐ N/A	
Additional labels attached to 5035A / TX1005 vials in the field?	☐ Yes ☐ No ☒ N/A	

Client Notification/ Resolution:

Copy COC to Client? Y / N

Field Data Required? Y / N

Person Contacted: _____ Date/Time: _____

Comments/ Resolution: _____

Project Manager Review: _____ Date: _____

Client: Geotechnology

Site: Banner Lift Station J030190901

Profile #

7516-1

Notes

JG FU = Subst code (sulfide)

COC Line Item	Matrix	VG9H	DG9H	DG9Q	VG9U	DG9U	DG9M	DG9B	BG1U	AG1H	AG1U	AG2U	AG3S	AG4U	AG5U	JG FU	WGKU	WGDU	BP1U	BP2U	BP3U	BP1N	BP3N	BP3F	BP3S	BP3C	BP3Z	WPDU	ZPLC	Other
1	SL																													
2																														
3																														
4																														
5																														
6																														
7																														
8																														
9																														
10																														
11																														
12																														

Container Codes

Glass		Plastic		Misc.	
DG9B	40mL bisulfate clear vial	WGKU	8oz clear soil jar	BP1C	1L NaOH plastic
DG9H	40mL HCl amber vial	WGKU	4oz clear soil jar	BP1N	1L HNO3 plastic
DG9M	40mL MeOH clear vial	WG2U	2oz clear soil jar	BP1S	1L H2SO4 plastic
DG9Q	40mL TSP amber vial	JG FU	4oz unpreserved amber wide	BP1U	1L unpreserved plastic
DG9S	40mL H2SO4 amber vial	AG0U	100mL unores amber glass	BP1Z	1L NaOH, Zn Acetate
DG9T	40mL Na Thio amber vial	AG1H	1L HCl amber glass	BP2C	500mL NaOH plastic
DG9U	40mL amber unpreserved	AG1S	1L H2SO4 amber glass	BP2N	500mL HNO3 plastic
VG9H	40mL HCl clear vial	AG1T	1L Na Thiosulfate clear/amber glass	BP2S	500mL H2SO4 plastic
VG9T	40mL Na Thio. clear vial	AG1U	1liter unpres amber glass	BP2U	500mL unpreserved plastic
VG9U	40mL unpreserved clear vial	AG2N	500mL HNO3 amber glass	BP2Z	500mL NaOH, Zn Acetate
BG1S	1liter H2SO4 clear glass	AG2S	500mL H2SO4 amber glass	BP3C	250mL NaOH plastic
BG1U	1liter unpres glass	AG3S	250mL H2SO4 amber glass	BP3F	250mL HNO3 plastic - field filtered
BG3H	250mL HCL Clear glass	AG2U	500mL unpres amber glass	BP3N	250mL HNO3 plastic
BG3U	250mL Unpres Clear glass	AG3U	250mL unpres amber glass	BP3U	250mL unpreserved plastic
WGDU	16oz clear soil jar	AG4U	125mL unpres amber glass	BP3S	250mL H2SO4 plastic
		AG5U	100mL unpres amber glass	BP3Z	250mL NaOH, Zn Acetate
				BP4U	125mL unpreserved plastic
				BP4N	125mL HNO3 plastic
				BP4S	125mL H2SO4 plastic
				WPDU	16oz unpreserved plastic

Work Order Number:

60420027



Pace Analytical Services, LLC

2231 W. Altorfer Drive

Peoria, IL 61615

(800)752-6651

February 03, 2023

Angie Brown
Pace Analytical - Lenexa
9608 Loiret Blvd
Lenexa, KS 66219

RE: Pace Lenexa 60420927

Dear Angie Brown:

Please find enclosed the analytical results for the **2** sample(s) the laboratory received on **2/1/23 9:20 am** and logged in under work order **GB00065**. All testing is performed according to our current TNI accreditations unless otherwise noted. This report cannot be reproduced, except in full, without the written permission of Pace Analytical Services, LLC.

If you have any questions regarding your report, please contact your project manager. Quality and timely data is of the utmost importance to us.

Pace Analytical Services appreciates the opportunity to provide you with analytical expertise. We are always trying to improve our customer service and we welcome you to contact the General Manager, Lisa Grant, with any feedback you have about your experience with our laboratory at 309-683-1764 or lisa.grant@pacelabs.com.

A handwritten signature in cursive script that reads 'Amy Holmes'.

Amy Holmes
Project Manager
(314) 595-7336
amy.holmes@pacelabs.com

**SAMPLE RECEIPT CHECK LIST**

Items not applicable will be marked as in compliance

Work Order GB00065

YES	Samples received within temperature compliance when applicable
YES	COC present upon sample receipt
YES	COC completed & legible
NO	Sampler name & signature present
YES	Unique sample IDs assigned
YES	Sample collection location recorded
YES	Date & time collected recorded on COC
YES	Relinquished by client signature on COC
YES	COC & labels match
YES	Sample labels are legible
YES	Appropriate bottle(s) received
YES	Sufficient sample volume received
YES	Sample containers received undamaged
YES	Zero headspace, <6 mm present in VOA vials
NO	Trip blank(s) received
YES	All non-field analyses received within holding times
NO	Short hold time analysis
YES	Current PDC COC submitted
NO	Case narrative provided



ANALYTICAL RESULTS

Sample: GB00065-01
Name: B-1 ST-12 35ft-36ft
Alias: 60420927001

Sampled: 01/30/23 15:00
Received: 02/01/23 09:20
Matrix: Solid

Parameter	Result	Unit	Qualifier	Prepared	Dilution	MRL	Analyzed	Analyst	Method
-----------	--------	------	-----------	----------	----------	-----	----------	---------	--------

General Chemistry - STL

Sulfide	< 10.0	mg/kg wet		02/03/23 09:42	1	10.0	02/03/23 15:25	SEC	EPA 9034*
---------	--------	-----------	--	----------------	---	------	----------------	-----	-----------

Sample: GB00065-02
Name: B-3 ST-6 15ft-17ft
Alias: 60420927002

Sampled: 01/30/23 15:30
Received: 02/01/23 09:20
Matrix: Solid

Parameter	Result	Unit	Qualifier	Prepared	Dilution	MRL	Analyzed	Analyst	Method
-----------	--------	------	-----------	----------	----------	-----	----------	---------	--------

General Chemistry - STL

Sulfide	< 10.0	mg/kg wet		02/03/23 09:42	1	10.0	02/03/23 15:25	SEC	EPA 9034*
---------	--------	-----------	--	----------------	---	------	----------------	-----	-----------



QC SAMPLE RESULTS

Parameter	Result	Unit	Qual	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
<u>Batch B324746 - 04-No Prep WC Solid - EPA 9034</u>									
Blank (B324746-BLK1)				Prepared & Analyzed: 02/03/23					
Sulfide	< 10.0	mg/kg wet							
LCS (B324746-BS1)				Prepared & Analyzed: 02/03/23					
Sulfide	802	mg/kg wet		921.7		87	60-115		
LCS Dup (B324746-BSD1)				Prepared & Analyzed: 02/03/23					
Sulfide	802	mg/kg wet		921.7		87	60-115	0	20



NOTES

Specifications regarding method revisions, method modifications, and calculations used for analysis are available upon request. Please contact your project manager.

* Not a TNI accredited analyte

Certifications

CHI - McHenry, IL - 4314-A W. Crystal Lake Road, McHenry, IL 60050

TNI Accreditation for Drinking Water and Wastewater Fields of Testing through IL EPA Accreditation No. 100279

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory Registry No. 17556

PIA - Peoria, IL - 2231 W. Altorfer Drive, Peoria, IL 61615

TNI Accreditation for Drinking Water, Wastewater, Solid and Hazardous Material Fields of Testing through IL EPA Accreditation No. 100230

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory Registry No. 17553

Drinking Water Certifications/Accreditations: Iowa (240); Kansas (E-10338); Missouri (870)

Wastewater Certifications/Accreditations: Arkansas (88-0677); Iowa (240); Kansas (E-10338)

Solid and Hazardous Material Certifications/Accreditations: Arkansas (88-0677); Iowa (240); Kansas (E-10338)

SPMO - Springfield, MO - 1805 W Sunset Street, Springfield, MO 65807

USEPA DMR-QA Program

STL - Hazelwood, MO - 944 Anglum Rd, Hazelwood, MO 63042

TNI Accreditation for Wastewater, Solid and Hazardous Material Fields of Testing through KS KDHE Certification No. E-10389

TNI Accreditation for Wastewater, Solid and Hazardous Material Fields of Testing through IL EPA Accreditation No. - 200080

Illinois Department of Public Health Bacterial Analysis in Drinking Water Approved Laboratory, Registry No. 171050

Missouri Department of Natural Resources - Certificate of Approval for Microbiological Laboratory Service - No. 1050

Certified by: Amy Holmes, Project Manager



CB000605

Internal Transfer Chain of Custody



☐ Samples Pre-Logged into eCOC.

State Of Origin: KS

Cert. Needed: ☒ Yes ☐ No

Workorder: 60420927 Workorder Name: BONNER LIFT STATION J039905.01 Results Requested By: 2/3/2023

Report To: Subcontract To: Requested Analysis

Angie Brown
Pace Analytical Kansas
9608 Loiret Blvd.
Lenexa, KS 66219
Phone 1(913)563-1402

Pace Analytical Hazelwood
944 Anglum Rd.
Hazelwood, MO 63042
Phone (800)333-3278

Sulfide

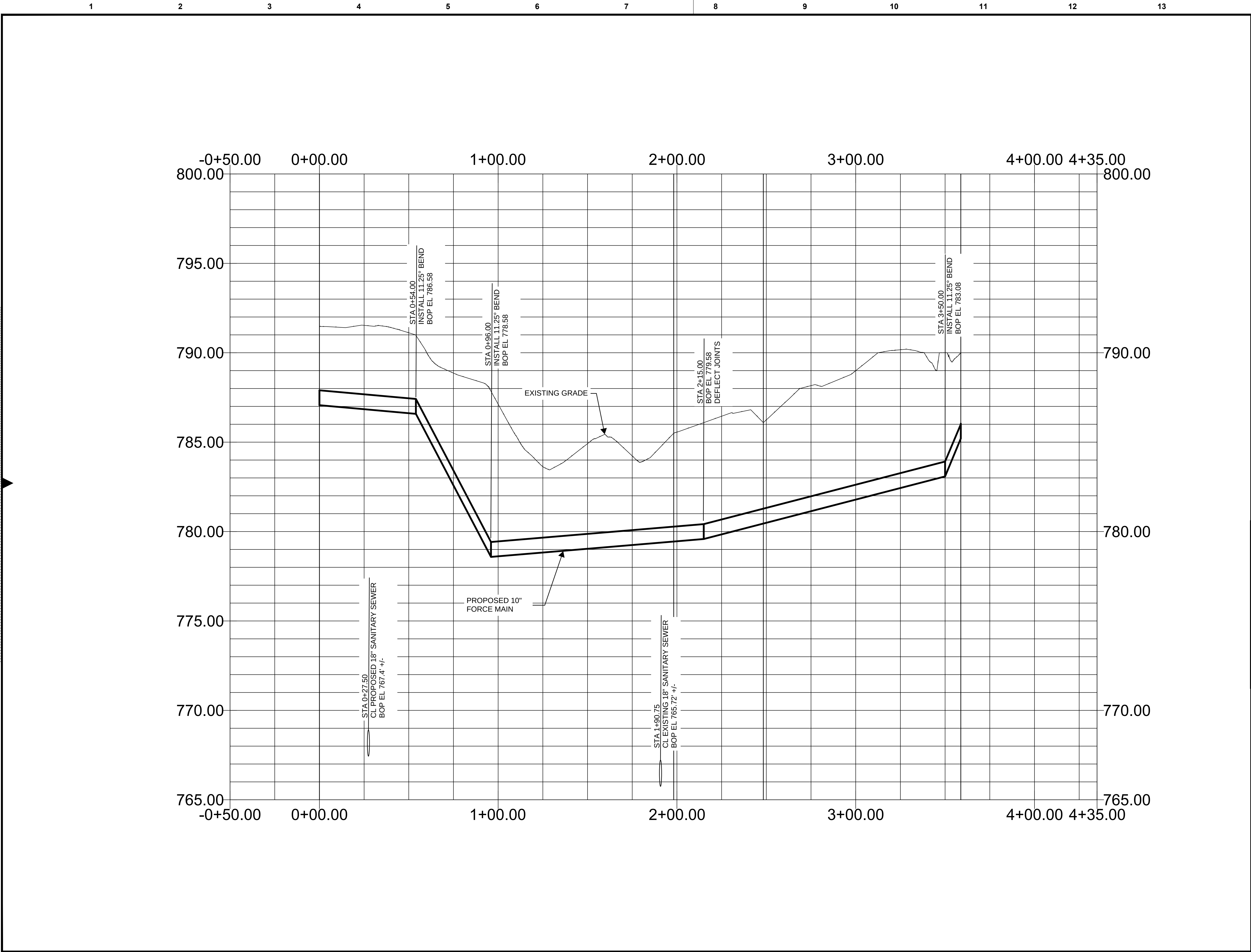
Item	Sample ID	Sample Type	Collect Date/Time	Lab ID	Matrix	Preserved Containers		LAB USE ONLY
						Unpreserved	Preserved	
1	B-1 ST-12 35'-36'	PS	1/30/2023 15:00	60420927001	Solid	1		
2	B-3 ST-6 15'-17'	PS	1/30/2023 15:30	60420927002	Solid	1		
3								
4								
5								

Transfers	Released By	Date/Time	Received By	Date/Time	Comments
1		1/31/2023	Gil Clark	2/1/23 0920	RUSH REQUEST
2					
3					
Cooler Temperature on Receipt 5.1 °C		Custody Seal Y or N	Received on Ice Y or N	Samples Intact Y or N	

***In order to maintain client confidentiality, location/name of the sampling site, sampler's name and signature may not be provided on this COC document.

This chain of custody is considered complete as is since this information is available in the owner laboratory.

APPENDIX C – PRELIMINARY DRAWINGS



no.	date	by	ckd	description
-----	------	----	-----	-------------

HORIZ 0 25 50 Feet

VERT 0 2.5 5 Feet

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS McDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.
LICENSEE NO. E-65

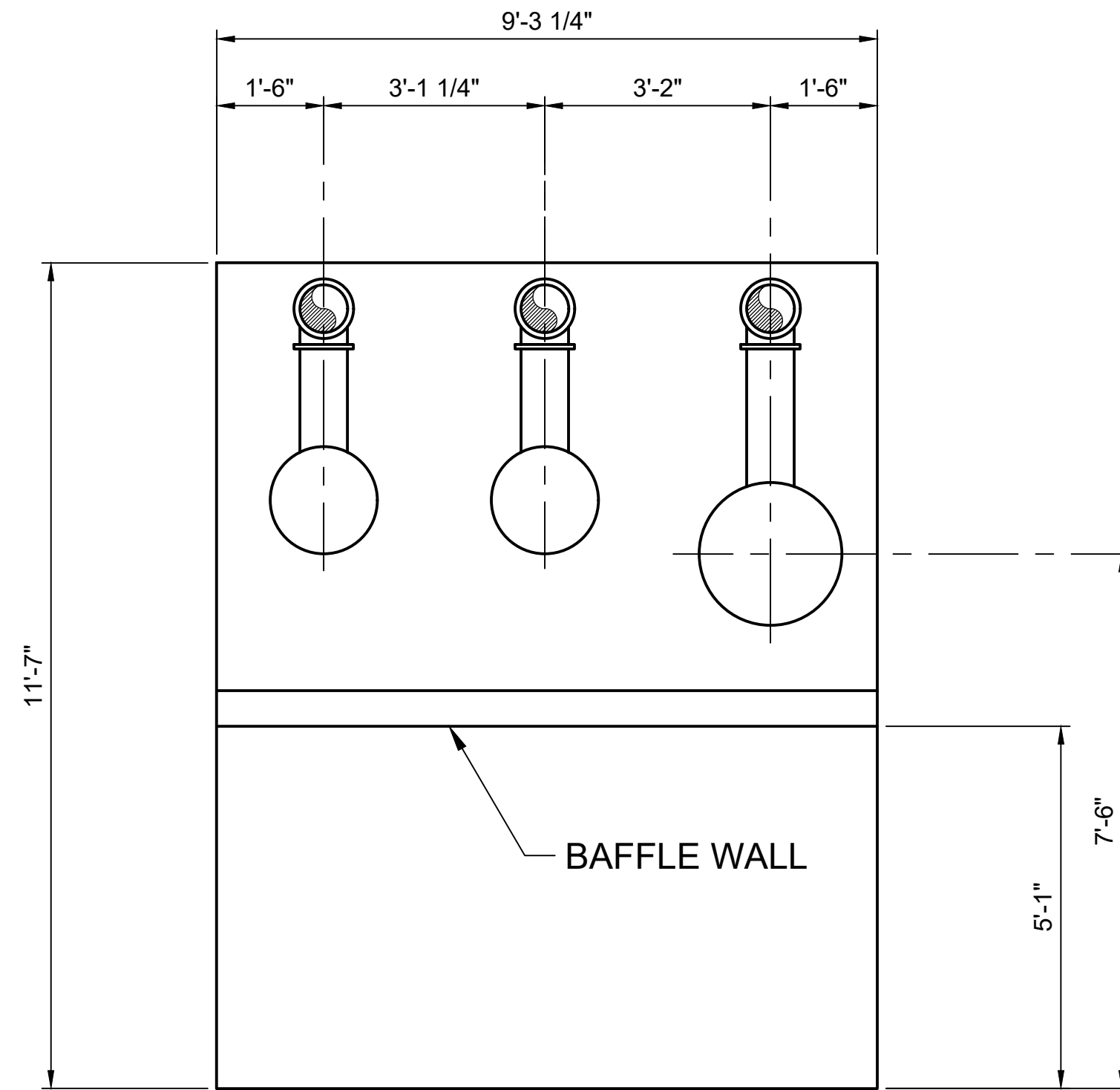
CASCONSTRUCTORSLLC
AN ALBERICI ENTERPRISE

date FEBRUARY 28, 2023	detailed
designed W. REILLY	checked

Forcemain Profile

BONNER SPRINGS LIFT STATION #2

project 148855	contract
drawing	rev. —
sheet	of sheets
file	

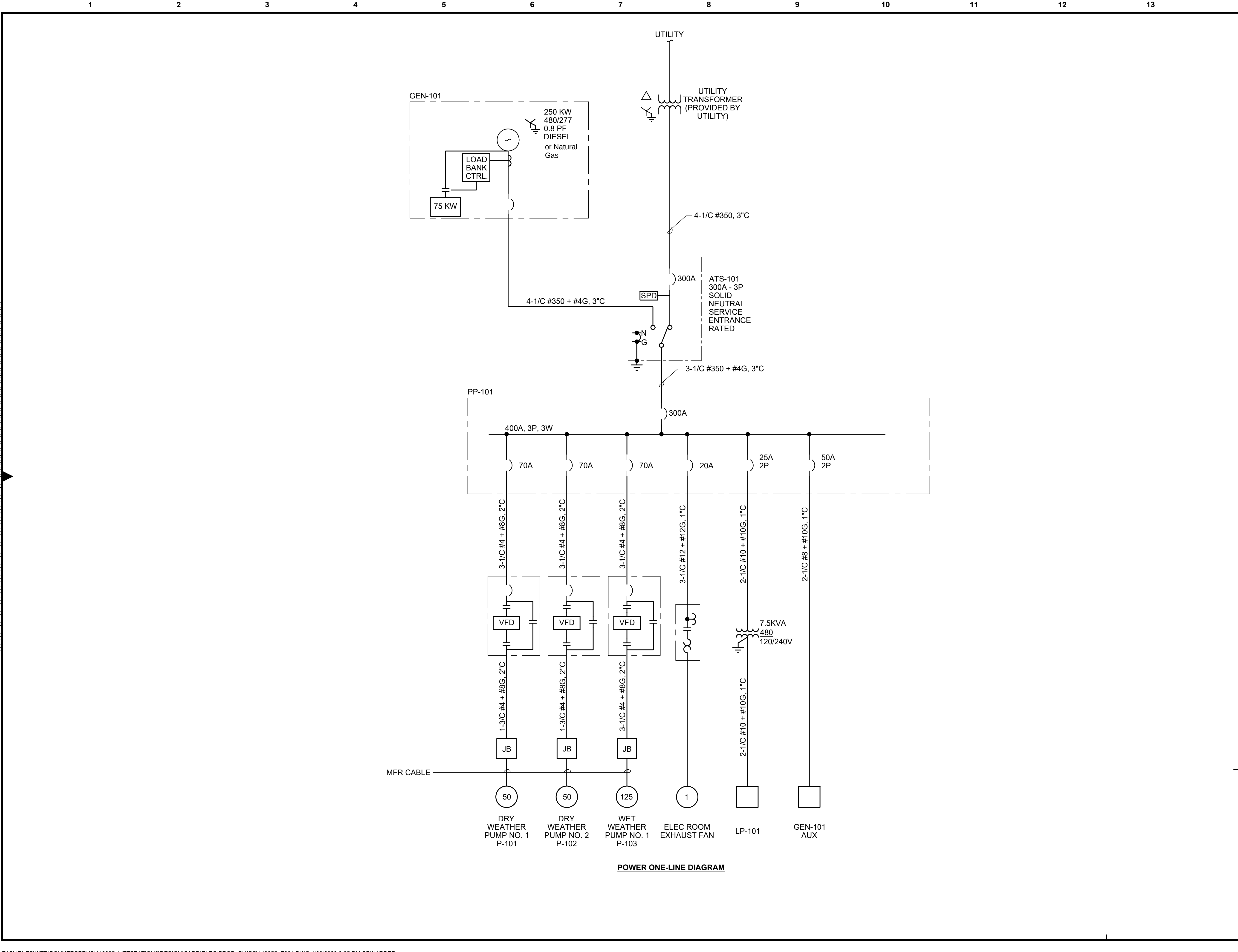


0 1' 2' 4'

SCALE IN FEET



project	contract
138337	
drawing	rev.
D101	—
sheet	of sheets
file	



no.	date	by	ckd	description
-----	------	----	-----	-------------

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS MEDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.
LICENSEE NO. E-65

CASCONSTRUCTORSLLC
AN ALBERICI ENTERPRISE

date	OCTOBER 28, 2022	detailed	C. WARDER
designed	C. WARDER	checked	C. WARDER

 **City of Bonner Springs**
KANSAS

WYANDOTTE COUNTY, KANSAS

LIFT STATION NO. 2
ELECTRICAL POWER AND CONTROL
SINGLE LINE DIAGRAMS

project	138337	contract	
drawing	E004	rev.	A
sheet	of	sheets	
file			



Burns & McDonnell World Headquarters
9400 Ward Parkway
Kansas City, MO 64114
O 816-333-9400
F 816-333-3690
www.burnsmcd.com



Exhibit C

Work Description
which includes Allowances

Design / Build Firm: Burns & McDonnell / CAS Constructors Bonner Springs Lift Station #2 Joint Venture

Project: Bonner Springs Lift Station #2
City of Bonner Springs, KS

WORK DESCRIPTION

This Work Description is not intended to be comprehensive. This Work Description identifies major definable components of the Project as they can be defined at the time that the contract was prepared. The final Project will provide a complete and workable facility that meets the performance requirements identified for the Project. In addition to the major components called out herein, the Project includes all associated, ancillary, and connecting components and features required to achieve the documented performance requirements, whether or not these items are specifically called out in this Work Description.

010000 GENERAL CONDITIONS

All Supervision, Administrative Costs, and Temporary Facilities

No Sales Tax included for items that are exempt, Owner to provide Exemption Certificate for the project

No building permits fees included. Permits will be obtained as required, but no fees will be charged for the plan review or the permits.

No cost for water consumption during construction

Builders risk insurance is included

Design and construction administration fees are included for the duration of the schedule.

Performance & Payment Bonds for the total value of the project

Startup / Testing – Owner to provide any chemicals necessary for startup/testing

O&M's supplied by equipment suppliers shall be turned over to the Owner. All O&M manuals will be provided in paper (2 sets) and electronic PDF form

In the event that there are discrepancies between this and any other contract document, this document shall govern

This agreement excludes any and all time delays and cost increases arising from or related to the COVID-19 virus, future pandemics, or epidemics, and any government or other third party action in response thereto.

010100 SPECIAL SITE CONDITIONS

No hazardous or special waste are known of at this time or anticipated to be encountered in the course of this project. If encountered, Design/Builder to stop work, Owner to provide abatement and disposal of any hazardous or special wastes prior to Design/Builder continuing work.

Design/Builder to assist Owner in the disposal of the ten barrels of hazardous materials produced from the geotechnical investigation. Cost for disposal of the ten barrels of hazardous material is included as part of the allowance and all responsibilities of disposal of materials by City.

No provisions for extensive groundwater should it be encountered. Normal surface water will be handled by small localized pumps.

REV 4

Soil conditions around the existing lift station site shall be suitable for installation of pipelines utilizing trench boxes. Additional trench stabilization, shoring, or trench protection is not included.

010150 OWNER FURNISHED ITEMS

Water at project site at no additional cost to Design/Builder
Operation and maintenance of existing facilities during construction
Access to project sites as needed to perform work.
Land acquisition, easements, or Right-of-Way as required
Upgrades to utility services from provider to their respective meter as required
Chemicals as required for startup and testing
Water Meter to service Lift Station #2

015000 CONSTRUCTION EQUIPMENT

All construction equipment necessary to complete the work is included.

015500 ALLOWANCE ITEMS and ALLOWANCE VALUES – (these are included in the lump sum price)

Allowance items are included in the lump sum price. Decisions will be made by the Owner for their use. In the event that the decisions made are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the decisions made are less than the amounts listed, the Owner shall be entitled to the amounts remaining.

1. \$10,000.00 Hazardous Material Disposal – disposal of ten (10) 55-gallon drums of spoils from geotechnical investigation. Design-Builder to contract and arrange disposal of these drums on behalf of Owner. Owner to retain ownership of materials until final disposal, and Owner to sign all material manifests.
2. \$74,826.00 Market Volatility and Delivery Delays - If, during the performance of this contract, the price of materials and freight costs increases, through no fault of Design-Builder, the price shall be equitably adjusted by an amount reasonably necessary to cover any such increase. As used herein, a price increase shall mean any increase in price experienced by Design-Builder or subcontractor from the date of this contract until the time of delivery. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of Design-Builder, as a result of a shortage or unavailability, Design-Builder shall be granted an extension of time, and for any additional costs or damages associated with such delay(s).

020500 DEMOLITION – GENERAL

Existing Lift Station

Remove all concrete slabs at grade

Remove all chainlink fencing/gates around the existing site

Existing lift station to be removed from grade to 3' below grade. Demolished materials to be abandoned into the existing lift station. Remainder of the lift station to be filled with gravel to 3' below grade. Soil backfill to final grades.

Existing culvert/drive to lift station site to remain.

Existing linework

Abandon existing gravity/forcemain as indicated on plans

REV 4

Existing lines to be plugged with concrete, lines to remain in place
Abandoned manholes to be filled with gravel, capped with 2'0" of concrete.
Existing forcemain, manholes, and gravity sewers are in an acceptable condition to tie-in as shown on the plans. Rework of existing systems to accommodate tie-in work is not included.

022000 SITE CLEARING / GRUBBING

Site to be stripped and stockpiled as required; all materials to be utilized or wasted on site
Remove trees & brush as required to install new lift station site and linework

022500 SITE EXCAVATION / BACKFILL

Excavation shall be as necessary to construct structures in accordance with the drawings
Rock excavation as required for installation of new lift station and linework
Earthen spoils will be wasted on site
Rock spoils to be disposed of off-site
Positive Drainage away from structures

022800 STRUCTURAL EXCAVATION/BACKFILL

Site grading to 90%, and backfilling of Structures to 95%
Backfill around wetwell will be completed with sand up to the top of the rock excavation.
Remainder of backfill will be completed with soil spoils
Backfill around all other structures with soil spoils

022900 TRENCH EXCAVATION/BACKFILL

Pipe bedding shall be in accordance with APWA KC Metro Chapter Specification 2100 –
Clearing & Grading Revision May 2019
Backfill around pipe to 95%; Above pipe – 2' to 90%

023000 AGGREGATE

6" clean aggregate base below all basin and building slabs
6" AB-3 aggregate base below all roads

024000 SEEDING

Topsoil will be stockpiled at beginning of project and re-spread at the end
6" of topsoil around the disturbed areas around the lift station other than areas that are to be gravel drives.
Import of topsoil as required.
Seeding of disturbed areas of new lift station site, pipeline alignment, and existing lift station site with K31 seed mix.

025000 FENCING & GATES

6' High chain link fence with limits defined on the drawings
One (1) 20'0" double swing access gate

REV 4

027000 PAVING

Patching asphalt roadway as required for installation of potable water line
Flow Fill backfill of waterline under asphalt paving
8" Reinforced concrete drives within the fence line of the lift station and the access drive from W. 2nd Street

031000 FORMWORK

Exterior Form -
Fill any repairable honeycomb; patch all tie holes
No architectural or rubbed finish; no grout finish
No Paint
Joints to be noticeable, but not protruding
Chamfer tops of all walls

031500 CONCRETE ACCESSORIES

PVC water stop at all wall/floor joints for water bearing structures
Expansion and contraction/control joints as required

032000 REINFORCING

ASTM A615 Grade 60 - No Epoxy

033000 CONCRETE

ASTM C 150 Type I/II or II cement – 1" nominal maximum aggregate
Class A – 2500psi – for fill and encasement
Class B – 4000psi – for site civil and structural in non-water bearing structures
Class D – 4500psi – for structural concrete for water bearing structures
All concrete supplied for the project will meet the latest applicable code
Concrete in Wetwell to receive H2S Add-Mixture, BioMic
All ready mix is KCM MB mix

033500 CONCRETE FINISH

Steel trowel all floor finish in buildings
Float finish for all water structures
Light broom finish on all exterior concrete slabs

034000 PRECAST CONCRETE MANHOLES / STRUCTURES

Manholes will be standard precast structures with cast bottom and lid with integral cast iron manhole frame/cover
Manholes will include ConShield additive

055000 MISCELLANEOUS METALS

Pipe Bollards at generator and entrance to tuff shed
Pipe Supports as required to adequately support piping
304 Stainless steel gooseneck vents on valve vault
Aluminum access ladder in valve vault
Aluminum access hatches on valve vault and wetwell with integrated fall protection grating

REV 4

061000 TUFF-SHED

12' x 16' Tuff Shed
Model: Premier Tall Ranch
Door: One (1) 4'0 x 6'7
Roofing: Asphalt Shingles, 3 Tab
No Windows

079000 JOINT SEALANTS

Doors/Windows/Louvers/Construction Joints in concrete

099000 PAINTING

Color coded painting of exposed-to-view piping except the following items:
PVC Piping
Stainless Steel Piping
All exposed process piping to have color coded labels and directional arrows

105000 SPECIALTIES

Approved fire extinguishers with wall brackets - 10 lb. Clean Agent Units for Electrical Building

110000 SUBMERSIBLE PUMPS

EQUIPMENT MANUFACTURER: Homa

Average Daily Flow Pumps:

Two (2) Submersible Pumps

Capacity: 695 GPM

Design Head: 110 ft

Max Horsepower: 50 HP

Wet Weather Pump:

One (1) Submersible Pump

Capacity: 1,729 GPM

Design Head: 140 ft

Max Horsepower: 125 HP

Accessories:

Pump Discharge base elbow

Guide Rails, 316SS

Lifting chain

Cable Holder

Startup: One (1) trip for startup and instruction services totaling two (2) days onsite

130000 INSTRUMENTATION AND CONTROLS

Field equipment not included as part of process equipment packages:

One (1) 8" Magmeters

One (1) Pressure Transmitters

One (1) Radar Level Sensor

Five (5) Float Switches

REV 4

PLC Control Panel

NEMA 12

Allen Bradley Compact Logix PLC

One (1) Power Supply

One (1) UPS

One (1) Ethernet Switch

7" Allen Bradley Panel View HMI

Mission Cellular Dialer with hardware connection for fiber. Software for fiber connectivity will not be available at the time of installation.

PLC / HMI / Reports Programming Development, Testing, Startup, Training

Controls Startup, Configuration, Testing, Training, O&M Manuals

150000 PIPING

Above grade process piping

Pipe: Ductile Iron Class 53 AWWA 151, C110/C115 Flanges, Cement Lined

Fittings: Ductile Iron Class 53 AWWA 151, C110/C115 Flanges, Cement Lined

Forcemain piping:

Pipe: PVC SDR 32.5 per ASTM D 2241

Fittings: Ductile Iron, Class 150, Mechanical Joint, Cement Lined

Gravity Sewer piping:

Pipe: PVC SDR 26 per ASTM D 3034 and ASTM F679

150100 PIPE SUPPORTS

Hangers and pedestals as required for adequate support

150300 VALVES

Valves shall be as detailed on the valve schedule for type and duty service and shall have handwheel operators unless noted differently.

150400 PLUMBING

Materials:

Natural Gas Piping: HDPE

Drainage piping (under slab): Sch 40 PVC

Potable Water: HDPE

Fixtures:

One (1) Frost Proof, lockable, Yard Hydrant

150600 HVAC

No Heating or cooling systems in any buildings or structures

One (1) Exhaust fan in the electrical building for ventilation

160000 ELECTRICAL

All work to be completed per National Electric Code

New utility service including transformer by others

Trench, excavation, unreinforced duct bank, ductbank will be reinforced within 10' of structures and under roadways, marker tape, and backfill for electrical conduits

REV 4

Handholes located at major underground conduit direction changes
Includes install of instruments
Includes electrical gear as shown on one-line
Includes LED lighting for building interior and exterior mounted wall packs
Includes one (1) ea. Site light pole within 20 ft of the building
Includes one (1) 250 KW Natural Gas Standby Generator with Automatic Transfer switch
Includes grounding systems
General Material Uses and Types:
All copper wiring shall be XHHW or THHN
Conduit in non-corrosive indoor environments shall be aluminum
Conduit in exterior exposed locations shall be aluminum
Conduit in corrosive locations shall be PVC coated rigid steel
Underground conduit shall be PVC Sch 40 w/ PVC coated steel risers

Exhibit D

Performance and Payment Bonds
(signed version to be included after execution
of Agreement)

Bond No.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

Mailing Address for Notices

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name
and Title:

Signature: _____

Name
and Title: Attorney-in-Fact

Surety Phone No.

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

Mailing Address for Notices

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____ Signature: _____

Name
and Title:

Name
and Title: Attorney-in-Fact

Surety Phone No.

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

City Manager's Update

Date: May 5th, 2023

To: Mayor and City Council

General

- **The City of Bonner Springs won a prestigious Medallion Award from the Kansas Preservation Alliance.** The Bonner Springs Government Services Center (GSC) unites the city's operational services into one complex that blends historic architecture with modern amenities. The project involves a full city block in downtown Bonner Springs and includes two buildings – one old and one new. The project team transformed the historic 1918 school building, listed on both the Register of Historic Kansas Places and the National Register of Historic Places, into the Bonner Springs City Hall and constructed a new police facility adjacent to the historic building.
- Also this month, the City was notified the tax credits from the rehabilitation of 1918 building were purchased and funds were transferred back to the City from the sale. Tax credits provide a financial incentive to rehabilitate a historic building per the Secretary of the Interior's Standards for Rehabilitation. **The City collected \$1.7 million from the sale of tax credits** from the rehabilitation effort.
- May 6th, @ 8:00 AM: **Bonner Springs Farmer's Market Kickoff.** Come to the first market of the season, which runs every Saturday (except for Tiblow Days) through October 14. The Market participates in many food assistance programs and arranges special events throughout the season, such as live music, pet resources, and electronics recycling
- The Bonner Springs Rotary Club's annual **Kentucky Derby fundraiser benefitting Vaughn-Trent** Community Services is coming up Saturday May 6th. Contact a Rotary member to purchase tickets (which will be limited this year). www.bonnerrspringsrotary.org
- Two additional memorial trees to be planted in North Park by memorial site. For a map of existing memorial trees, please visit: <https://www.bonnerrsprings.org/1206/Tree-City-USA>
- The final Community for all Ages meeting took place on Monday, May 1st. The City now qualifies for the Silver level recognition which staff will apply for as soon as applications open.

Library

There are several events coming up at the Bonner Springs Library. Please visit the library official website [HERE](#) for more details.

Recreation

Community Center lower level flooring work set to begin May 8th. The Senior Center will be closed during this time

- Aquatics
 - Need 10 more lifeguards to be able to offer traditional hours. After hour pool rentals have been suspended for the 2023 season.

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
COMPLETED PLANNING PROJECTS - 2023																
NOVEMBER 2022 SUBMITTALS - CUT OFF DATE 11/14 FOR 1/17 PC MEETING																
BSCP-02-22	November 14, 2022	Bonner Springs Industrial	720 N. 118th Street	Comp Plan Change	PC APPROVED			January 17, 2023	APPROVED	February 13, 2023	APPROVED	VanTrust Real Estates	MX	I-1	1	80+/-
BSRZ-03-22	November 14, 2022	Bonner Springs Industrial	720 N. 118th Street	Rezoning	PC APPROVED			January 17, 2023	APPROVED	February 13, 2023	APPROVED	VanTrust Real Estates	MX	I-1	1	80+/-
DECEMBER 2022 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	APPROVED			February 28, 2023	APPROVED	March 27, 2023	APPROVED	Triangle Self Storage LLC	C-S and A-1	NA	1	13.11
RP- 01-23	January 6, 2023	LOF Lot 242	524 Lake Forest Drive	Replat	APPROVED			February 28, 2023	APPROVED	March 27, 2023	APPROVED	Atlas Land Consulting on behalf of Gayleene Sander	R-1	NA	1	0.35
JANUARY 2023 SUBMITTALS - CUT OFF DATE 1/16 FOR 3/21 PC MEETING																
ST-01-23	January 25, 2023	Built to Fit, Inc. - New Building	11733 Kaw drive	Site/Landscape Plan Review	APPROVED			March 21, 2023	APPROVED			Bond/Hoffine	C-S	NA	1	.554+/-
SUP-01-23	January 13, 2023	Multifamily SUP - Emerald Homes	212 W. Kump Ave	Special Use Permit	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	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	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	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	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	Emerald Homes Inc	R-1A	NA	1	0.28
BSZO-01-23	January 16, 2023	Accessory Building Zoning Ord. Amendment	City Wide	Zoning Ord. Amendment	APPROVED			March 21, 2023	APPROVED	April 10, 2023	APPROVED	City of Bonner Springs	NA	NA	NA	NA
LS-01-23	February 3, 2023	Spencer Lot Split	13901 Archer Road	Lot Split	APPROVED			Aprli 18, 2023	APPROVED			Sharon Spencer	AG	NA	2	20+/- each

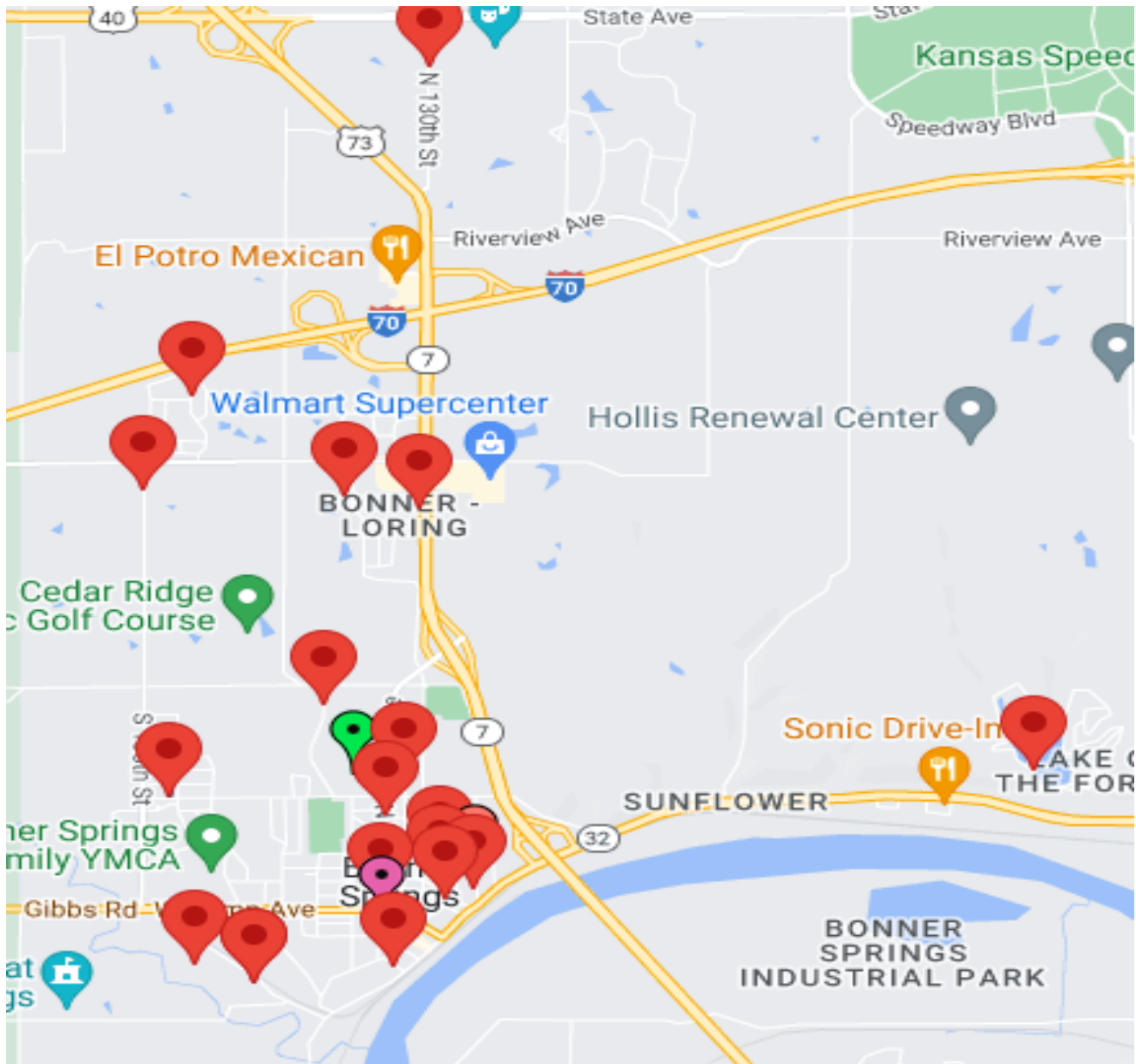
Case No.	Application Date	Project Name	Address	Project Type	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List																
FDP-02-22	November 15, 2022	APAC	1800 S. 122nd Street	Floodplain Development Permit	ONGOING-PENDING							Dan Jones, APAC-Kansas, Inc	I-2	NA	1	745+/-
FEBRUARY 2023 SUBMITTALS - CUT OFF DATE 2/13 FOR 4/18 PC MEETING																
SUP-04-23	February 10, 2023	Brian Walters	11845 Kaw Drive	Special Use Permit	PENDING			April 18, 2023	APPROVED	May 8, 2023	PENDING	Redpoint Properties; Brian Walters	I-1	NA	1	4.8
MARCH 2023 SUBMITTALS - CUT OFF DATE 3/13 FOR 5/16 PC MEETING																
BZA-01-23	March 13, 2023	Jerry Lee Jarrett Life Center	143 W. Insley	Sign Variance	PENDING			May 16, 2023	PENDING	June 12, 2023	PENDING	Marti Palmer - View Sign and Light	R-1-A	NA	1	
EV-01-23	March 17, 2023		518 N. Nettleton Ave	Right of way vacation	PENDING	May 16, 2023	PENDING			June 12, 2023	PENDING	Guy Tiner	R-1	NA	1	

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 4/17/2023 THRU 4/30/2023

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	1
DECK.....	3
DRIVEWAY.....	0
DEMOLITION.....	0
ELECTRICAL.....	2
FENCE.....	5
FIREWORKS.....	1
GENERAL INSPECTION.....	0
MECHANICAL.....	0
OPEN FLAME.....	0
PLUMBING.....	5
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	1
RESIDENTIAL MANUFACTURED MOVE-IN.....	1
RESIDENTIAL NEW/ADDITION.....	2
RESIDENTIAL REMODEL.....	2
RESIDENTIAL ROOF.....	1
RIGHT OF WAY.....	0
SIGN.....	0
TENT.....	0
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	24
TOTAL ACTIVE PERMITS.....	120



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: *-All

USER: mstites

DATES: 4/17/2023 THRU 4/30/2023

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	0.....	8.....	6
GENERAL.....	0.....	105.....	43
INOPERABLE/UNLICENSED/ON-GRASS.....	5.....	138.....	123
OUTSIDE STORAGE.....	8.....	139.....	68
PERMIT CHECK.....	0.....	180.....	0
PROPERTY MAINTENANCE.....	3.....	67.....	23
SIGNS.....	0.....	360.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	8.....	92.....	18
=====			
TOTALS.....	24.....	1096.....	281

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

