



City of Bonner Springs

KANSAS

Monday, July 8, 2024

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

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

The meeting is open to the public.

WORKSHOP - 6:30 P.M.

1. Budget Workshop - General Fund, Library Fund, and Debt Service

CITY COUNCIL MEETING - 7:30 P.M.

1. Bonner Springs Downtown Masterplan

Documents:

1. Bonner Springs Downtown Master Plan_LJC

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 June 24, 2024 City Council meeting.

Action Make a motion to approve the minutes as presented.

Recommendation Staff recommends approval.

Documents:

1. 06242024 CCM Minutes

2. Claims for City Operation

Action Make a motion to approve the claims for city operation as presented.

Recommendation Staff recommends approval.

Documents:

1. Check Register
2. Expense Approval Report
3. Refund Check Register

3. Public Use Request - Tiblow Trot

Action Make a motion to approve the Public Use Request - Tiblow Trot as presented.

Recommendation

Documents:

1. Public Use Request Tiblow Trot

OLD BUSINESS

NEW BUSINESS

1. Public Hearing - Development Plan and Establishment of a Reinvestment Housing Incentive District for The 120 on Oak Apartments

Action Make a motion to open the public hearing at _____ to consider the request to review the Development Plan and establishment of an RHID for the 120 on Oak apartments.
Make a motion to close the public hearing at _____.

Recommendation Staff and bond counsel recommends holding a public hearing.

Documents:

1. RHID Development Plan - Bonner Springs, KS - Oak Street RHID

2. Ordinance to Adopt a Development Plan, Establishing the District, and Approving a Development Agreement for The 120 on Oak Apartments RHID

Action Make a motion to adopt an ordinance approving a reinvestment housing incentive district development (RHID) plan, establishing an RHID within the city, and approving a development agreement.

Recommendation Staff recommends approval.

Documents:

1. Ordinance No. ____ - Bonner Springs, KS - The 120 on Oak Apartments RHID
2. RHID Development Plan - Bonner Springs, KS - Oak Street RHID
3. Development Agreement - Bonner Springs, KS - Oak Street RHID

3. Developer Agreement for MIH-ARPA Grant for The 120 on Oak Apartments

Action Motion to approve a Developer Agreement for a MIH-ARPA Grant for The 120 on Oak Apartments project as presented.

Recommendation Staff and Bond Counsel recommend approval.

Documents:

1. Developer Agreement (MIH-ARPA Grant) - Bonner Springs, KS - The 120 on Oak Apartments RHID

4. Resolution of Intent to Issue Industrial Revenue Bonds for Sales Tax Exemption for the 120 on Oak Apartments

Action Make a motion to approve a Resolution of Intent to Issue Industrial Revenue Bonds for Sales Tax Exemption for the 120 on Oak Apartments as presented.

Recommendation Staff and bond counsel recommend approval.

Documents:

1. Resolution of Intent No. 2024-__ - Bonner Springs, KS - The 120 on Oak Apartments IRB

5. Memorandum of Understanding with Wyandotte Behavioral Health Network for 988 Services

Action Make a motion to authorize the City Manager to initiate an MOU with Wyandotte Behavioral Health Network for 988 Services within the City of Bonner Springs.

Recommendation Staff recommends approval.

Documents:

1. MOU-Wyandot BHN-BSPD-911-988

6. School Resource Officer Agreement with USD 204

Action Make a motion to authorize the City Manager to execute a contract agreement with USD 204 for the School Resource Officer program

Recommendation Chief Naff recommends approval of this agreement

Documents:

1. SRO agreement BSPD 24-25 (1)

7. BSZO-01-24 - Unified Development Ordinance amendment - Accessory Building Limitations

Action Make a motion to adopt an ordinance approving the amendments to the Unified Development Ordinance regarding size limitations placed on residential accessory structures.

Recommendation Staff and the Planning Commission, by 5-0 unanimous vote, recommend approval.

Documents:

1. BSZO-01-24 Complete Agenda Item UDO Pages - Accessory Buildings
2. PC 6.25.24 minutes

3. Ord. Accessory Buildings 6.28.24

8. BSZO-02-24 - Unified Development Ordinance Amendment - Table of Allowed Uses Amendments

Action Make a motion to adopt an ordinance approving the amendments to the Unified Development Ordinance Table of Allowed Uses.

Recommendation Staff and the Planning Commission recommend approval.

Documents:

1. BSZO-02-24 Complete Use Matrix - Amended 6.4.24 - Agenda Item
2. PC 6.25.24 minutes
3. UDO Ordinance - Table of Uses Amendments

9. 138th Street Project - Resolution for Authority to Award Contract

Action Make a motion to approve the resolution to award the contract, and to commit city funds for improvements to 138th Street in the amount of \$1,190,000.

Recommendation Staff recommends approval.

Documents:

1. DOC000

10. Notice of Intent to Exceed the Revenue Neutral Rate

Action Make a motion authorizing City staff to notify the County Clerk of the City's intent to exceed the Revenue Neutral Rate, maintaining the current mill levy rate of 39.871 and set a Public Hearing for August 26, 2024, to hear comments on exceeding the Revenue Neutral Rate.

Recommendation Staff recommends approval.

Documents:

1. Notice of Intent to Exceed Revenue Neutral Rate
2. RNR Hearing Notice

11. Executive Session For Non-Elected Personnel Matters Pursuant to Exception K.S.A. 75-4319(b)(1)

Action 1. Make a motion to go into executive session to discuss non-elected personnel matters pursuant to exception, K.S.A.75-4319(b)(1). The open meeting will resume in the Council Chamber at ____p.m.
2. Make a motion to resume the open meeting with no action taken at ____p.m.

Recommendation

Documents:

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 7-5-24
2. 7.2.24_Completed_Planning_Project_List
3. 7.2.24_Pending_Planning_Project_List
4. InCode_Building_Permit_Report
5. InCode_Code_Enforcement_Report

2. City Council Items

3. Mayor's Report

ADJOURNMENT

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From:

Subject: Bonner Springs Downtown Masterplan

Recommendation:

Action:

Background:

Discussion:

Financial Impact:



Bonner Springs Downtown Master Plan 2024



City of Bonner Springs
KANSAS

MARC

TREKK

Lamar Johnson
Collaborative



Contents

01	INTRODUCTION
02	DISCOVERY
03	ANALYSIS
04	IDEATION
05	PUBLIC ENGAGEMENT
06	VISION
07	IMPLEMENTATION
08	APPENDIX

Project Schedule

The Downtown Master Plan for Bonner Springs is a thirteen month process that includes four project phases. Each phase culminates in a unique deliverable identified in the schedule below.

Discovery

Inventory & Analysis

Ideation

Refinement

Final Delivery

- Tasks

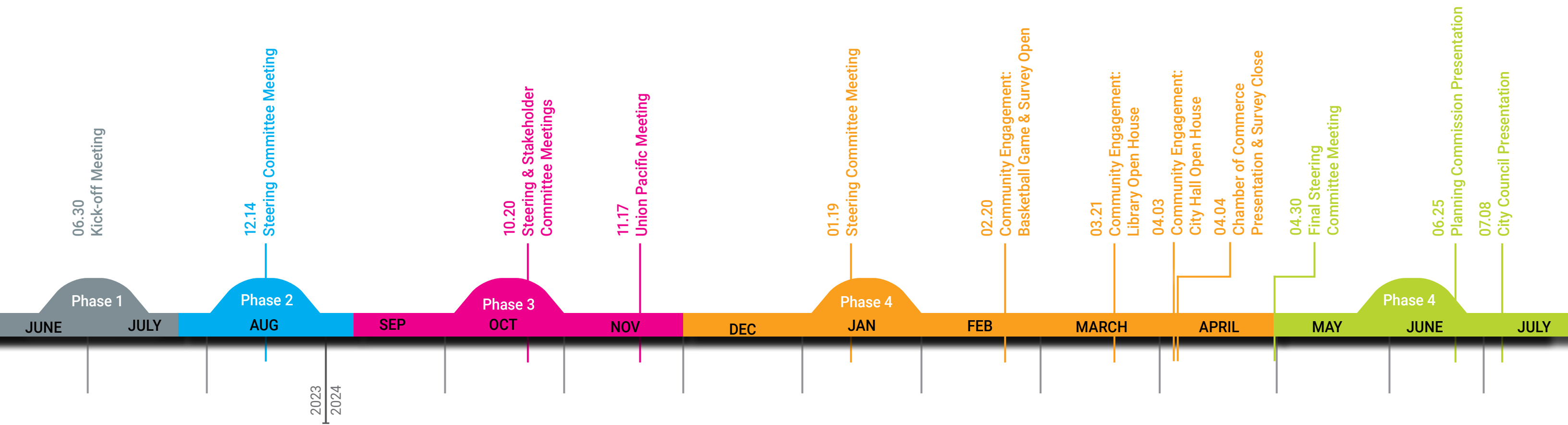
 - Kick-Off mobilization
 - Kick-Off meeting & visioning
 - Data collection & inventory
- Tasks

 - Existing Conditions Analysis
 - Identify opportunities and constraints
 - Client review
- Tasks

 - Concept development
 - Draft plan
 - Client review
 - Begin community engagement
- Tasks

 - Refine & document preferred concept
 - Budget review
 - Client review
 - Community engagement sessions
- Tasks

 - Finalize conceptual plan and document
 - Client Review
 - Planning Commission presentation
 - City Council presentation





01 Introduction

Introduction

ABOUT THE PROJECT

- The program objectives set forth by the City of Bonner and the Mid-America Regional Council for the Bonner Springs Downtown Master Plan are as follows:
- Support the development and implementation of local activity center plans consistent with Creating Sustainable Places principles, identified regional activity centers, and the land use policy direction outlined in Connected KC 2050.
 - Support localized public engagement and community consensus building.
 - Support the identification and conceptualization of land use strategies, transportation projects, and related sustainable development initiatives that help to realize and advance the objectives identified in the Creating Sustainable Places Initiative, Connected KC 2050, and the MARC Board’s adopted policy statement.
 - Support the conceptualization, development and implementation of Creating Sustainable Places Projects.
 - We understand that the focus of this request is to address the following priorities for the City of Bonner Springs:
 - The creation of a river front park along the Kansas River with connections to Downtown, Commercial district, high school, and theMetro-Green Trail system.

- Expansion of the current trail and sidewalk system to accommodate all users and create a multi-modal network that connects 138th street corridor to the downtown.
- Explore the viability of a transportation hub to support regional bus services beyond Bonner Springs city limits.
- Provide transportation connections to a future Farmer’s Market site.

Our Approach

Successful design in public open spaces, connectivity, and planning is found in the nexus of people, place and principles. Public engagement gives voice to the people of the community. In depth inventory and analysis of the existing conditions reveals the place as it is today and has been in the past. And the applications of sound design principles allows us to see the potential for the place in the future. Our approach is rooted in bringing these three things together in a successful and exciting project for the community.

We have organized our efforts into five phases, delivering work products at each step in the process to ensure successful integration of the project’s goals and objectives throughout. These five phases are as follows: Discovery, analysis,

ACKNOWLEDGEMENTS

STEERING COMMITTEE

- Mark Lee** - *Community Development Director*
- Amber Vogan** - *Assistant City Manager*
- Megan Gilliland** - *Economic Development Coordinator*
- Justine Spease** - *Recreation Manager*
- Bryan Lisbona** - *Business Owner*
- Larry Clark** - *Vice-Chair*
- Marry Miller** - *Citizen*

STAKEHOLDERS

- Jeff Harrington** - *Bonner Springs Mayor*
- Angie Thomas** - *Park Board (ROSA) - Board Chair*
- Renee Cordell** - *Union Pacific Railroad - Public Project Representative*
- Rick Moulin** - *Bonner Springs School District - Assistant Superintendant*
- Jack Granath** - *Bonner Springs Library - Director*
- Wylie Salisbury** - *Fuel House Business - Owner*
- Pat Berning** - *Lions Club - Civic Group - President*
- Jim Miller** - *Running Club - President*

DESIGN & PLANNING TEAM

- Cale Doornbos** PLA, ASLA
Principal In Charge, Lamar Johnson Collaborative
- Chris Sanders** PLA, SITES AP, ASLA
Project Manager, Lamar Johnson Collaborative
- Neil Eisenberger** PLA, ASLA
Subject Matter Expert, Lamar Johnson Collaborative
- Madison Quincke** ASLA
Site Designer, Lamar Johnson Collaborative
- Cale Mueller**
Landscape Intern, Lamar Johnson Collaborative
- Tawn Nugent** PE, DBIA
Transportation / Civil Engineer, TREKK
- Spencer Osborn** PTOE
Transportation / Civil Engineer, TREKK
- Anne Schroer** ENV SP
Transportation Market Lead, TREKK

MARC REPRESENTATIVES

- Beth Dawson** - *Principal Planner*
- Taylor Cunningham** - *Transportation Planner III*

Project Background

2016 COMPREHENSIVE PLAN

In 2016, a long range comprehensive plan for the City of Bonner Springs was created and adopted by the City’s Planning Commission for the physical development of the community and it’s overall growth areas. The document has been primarily used as a policy document for how the City and citizens influence and respond to growth in the next ten to twenty years.

This plan incorporated feedback from a range of stakeholder involvement including but not limited to stakeholder groups, the Planning Commission, landowners, community leaders, developers, elected officials, and municipal representatives. Individual stakeholder meetings, a focus session workshop, work sessions, and an interactive charrette workshop were held.

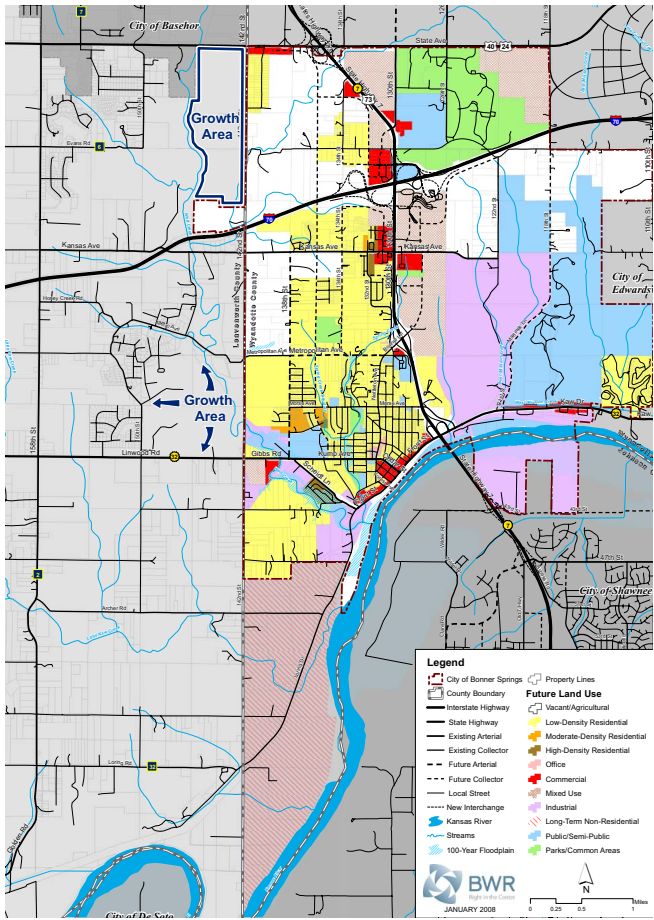
The goals of the comprehensive plan with action steps are as follows:

- **Environmental Management** - protecting existing environmental assets to make sure future development is in harmony with natural features and resources.
 - * Begin with local environmental planning
 - * Update City standards to incorporate more “green strategies”
 - * Preserve and protect natural systems
- **Land Use and Development** - retain growth of developments within the City
 - * Partner with Leavenworth County to establish ‘Urban Service Area’

- * Promote ‘urban infill’ development
- * Promote Bonner Springs industrial / business park and K-7 intersection for future development
- * Require new developments to complete impact studies
- * Create a mixed-use zoning district
- * Adopt design standards for high-density and downtown development
- **Parks, Open Space, and Recreation** - promote and expand growth of parks, open space, and recreational spaces.
 - * Utilize Parks Master Plan
 - * Study how green infrastructure can connect between City and surrounding areas
 - * Pursue land acquisition and easement dedications for new green infrastructure
- **Economic Development** - attract new business and visitors to the City.
 - * Create marketing strategy
 - * Promote new developments in key locations in and around the City.
 - * Establish landscape corridor planting and other branding and wayfinding strategies
 - * Follow through with business park investment
 - * Develop non-residential south on Front Street along Loring Lane

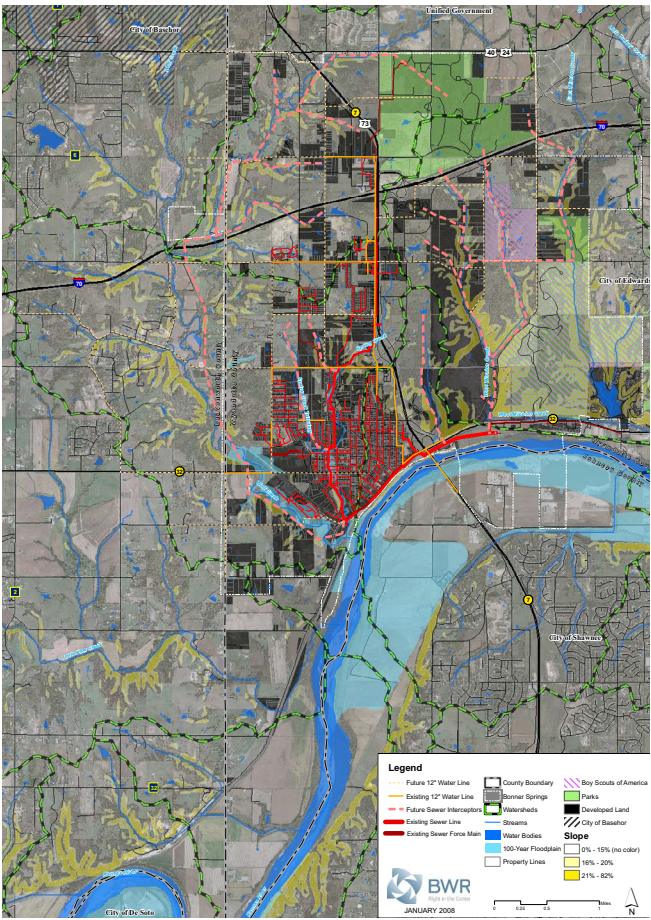
- **Residential** - respond to market demands for housing
 - * Allow flexibility in lot configuration and other requirements.
 - * Require residential developments to dedicate land for linear parks
 - * Encourage housing and subdivisions that offer more affordable housing
- **Infrastructure** - provide funding for capital funding for both new construction and deferred maintenance.
 - * Initiate wastewater and stormwater improvement as growth continues
 - * Create stormwater master plan
 - * Implement dedicated funding mechanisms for infrastructure improvements

- * Co-locate public facilities to maximize accessibility
- * Improve streets and sidewalks to better connect to development growth and surrounding areas
- **Public Involvement** - assure continued outreach and communication with citizens of Bonner Springs.
 - * Provide opportunities for public to give input on community planning projects
 - * Teach preservation through schools and other community related activities
 - * Address certain perceptions about the City of Bonner Springs to attract growth
 - * Improve the City’s image at the 1-70 interchange area
 - * Study and improve local assumption “The community’s unique identity is being lost” through public and private avenues

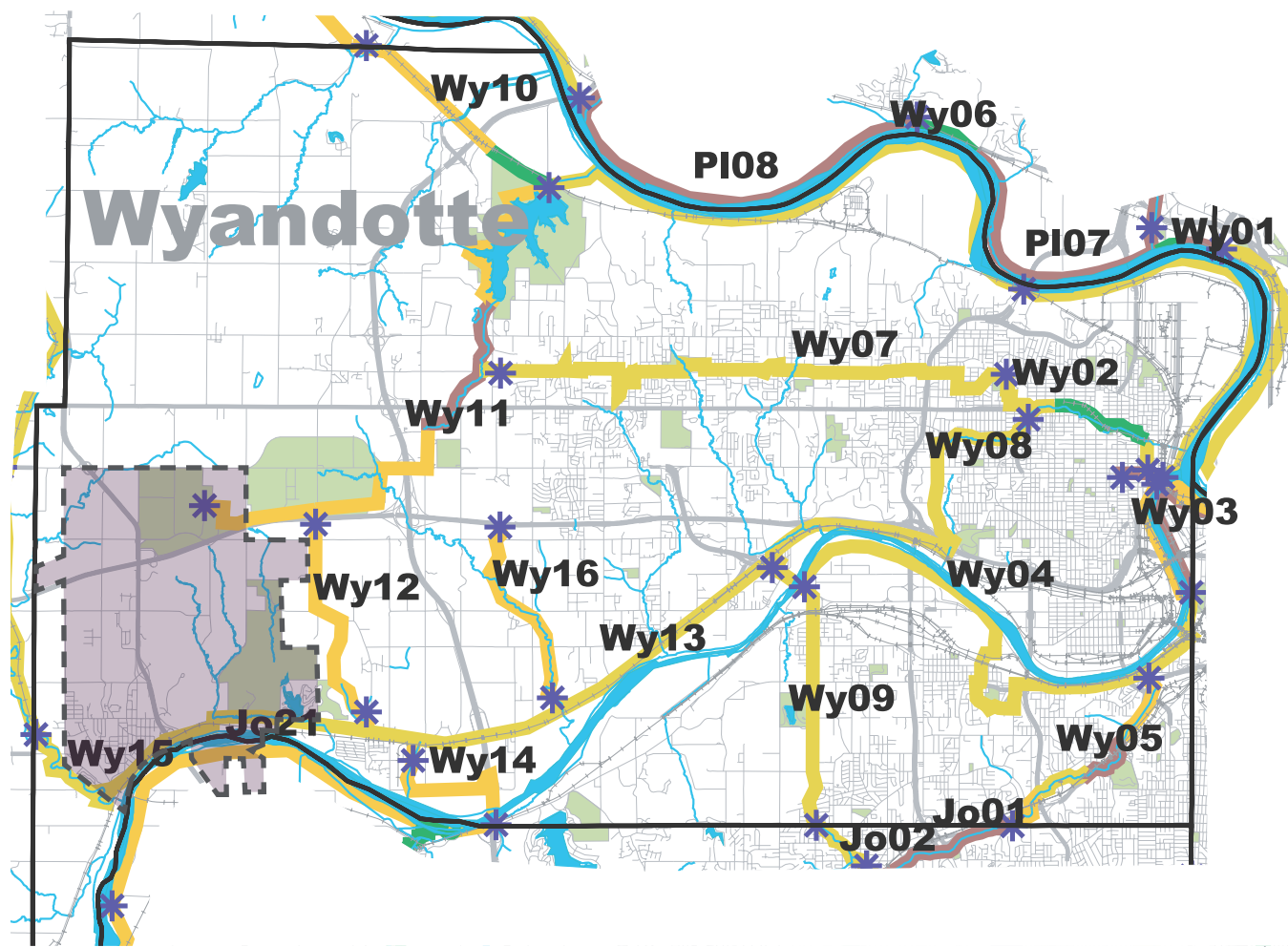


Bonner Springs Future Land Use Map

* Note: Please see Comprehensive Plan document for more information and maps regarding future development.



Bonner Springs Development Challenges Map



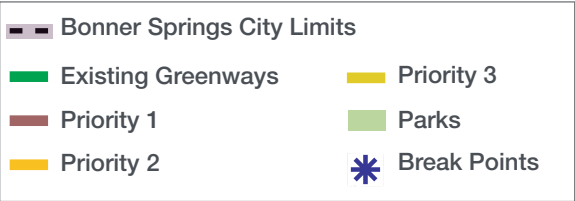
MetroGreen Corridors Map: Wyandotte County

* Note: Please see Parks and Recreation’s Master Plan document for more information and maps.

2001 METROGREEN PLAN

In thinking about future green space development for the City of Bonner Springs and surrounding communities, it is important to bring attention to the 2001 MetroGreen Plan. As an extension of the 1991 ASLA plan, MetroGreen became a comprehensive and extensive system of greenways, trails, and open spaces framework to help unify seven counties in the Kansas City metropolis, including Bonner Springs.

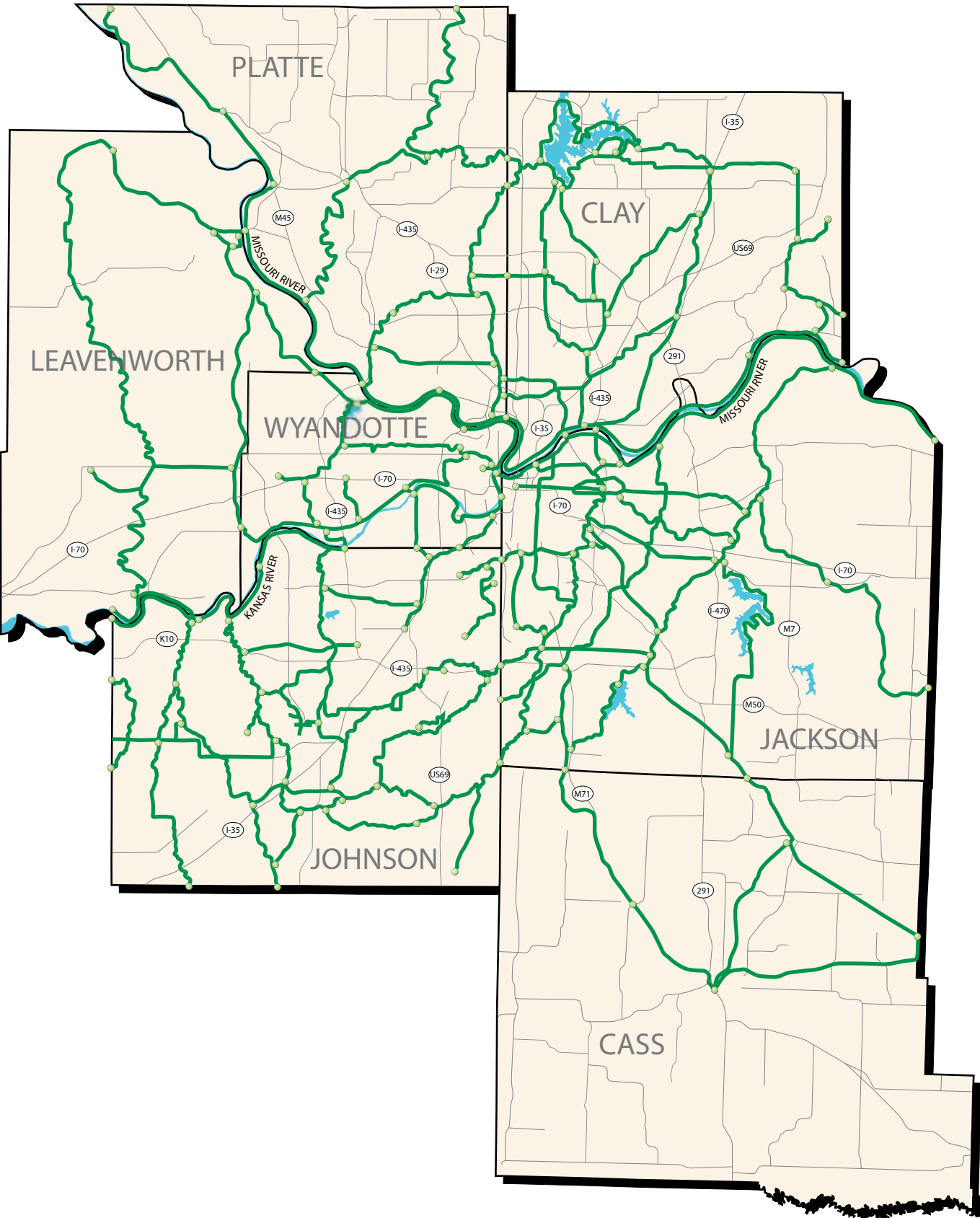
Overall, the MetroGreen is a large scale vision that proposes preservation and restoration to important natural resources such as parks, under utilized green spaces, native plant habitats, and water bodies over the next 100 years. The plan is designed to become a system of green corridors and opens spaces that will enhance the environment, offer alternative modes of transportation, and connect communities.



Despite the MetroGreen initiative being an ambitious plan, there is growing interest in greenways and trails by citizens, political leaders, and public works officials. Many communities have approved dedicated taxes in addition to seeking federal grants and funding to support the initiative. Today thirteen MetroGreen trail segments that cover over 85 miles are in place.

This report for the downtown master plan of Bonner Springs will have strategies and suggestions for incorporating the MetroGreen’s framework into the city.

The Mid-America Regional Council (MARC) serves as the steward of the MetroGreen vision. See MARC’s website for the full report and more information.



MetroGreen Corridors Map: Kansas City Region

* Note: Please see Parks and Recreation’s Master Plan document for more information and maps.

2022 STRATEGIC MOBILITY PLAN

In 2022, goDotte formulated a strategic mobility plan for Wyandotte County. When thinking about the overall green corridor connections (the MetroGreen Plan) as well as connecting communities together, considering the future mobility plan is necessary.

The goDotte strategy is to modernize the County’s approach to transportation through the following ways:

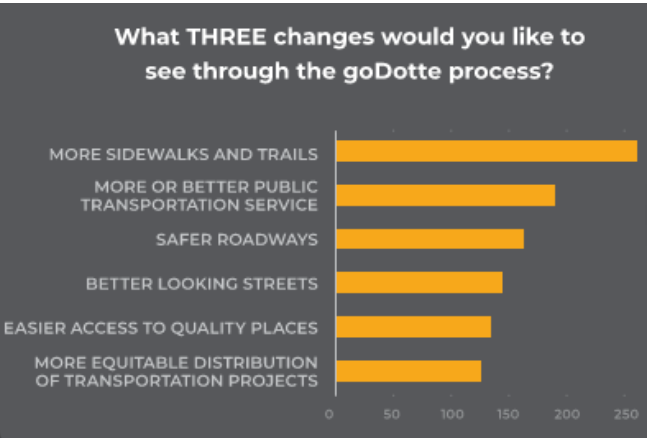
- Health, safety, and affordability
- The movement of people over vehicles
- Connecting communities with opportunities
- Greater mobility options
- Aligning transportation investments with community goals

Today, almost 95% of residents use an automobile for their daily commute while over 5,500 households do not have access to a vehicle. Wyandotte County has historically focused on automobile travel with connections to the freeway which has discouraged the use and infrastructure for other modes of transportation such as walking, biking, and public transportation. For those that do utilize alternative modes of transit, there has been a large number of pedestrian or bicycle-involved crashes within Wyandotte County. Additionally, most local bus routes operate on a 60-minute time frame further decreasing the desire to utilize alternative modes of transit. A great opportunity of Bonner Springs particularly is to take advantage of “right-sizing” the roadways, to create complete streets to better accommodate all modes of transportation.

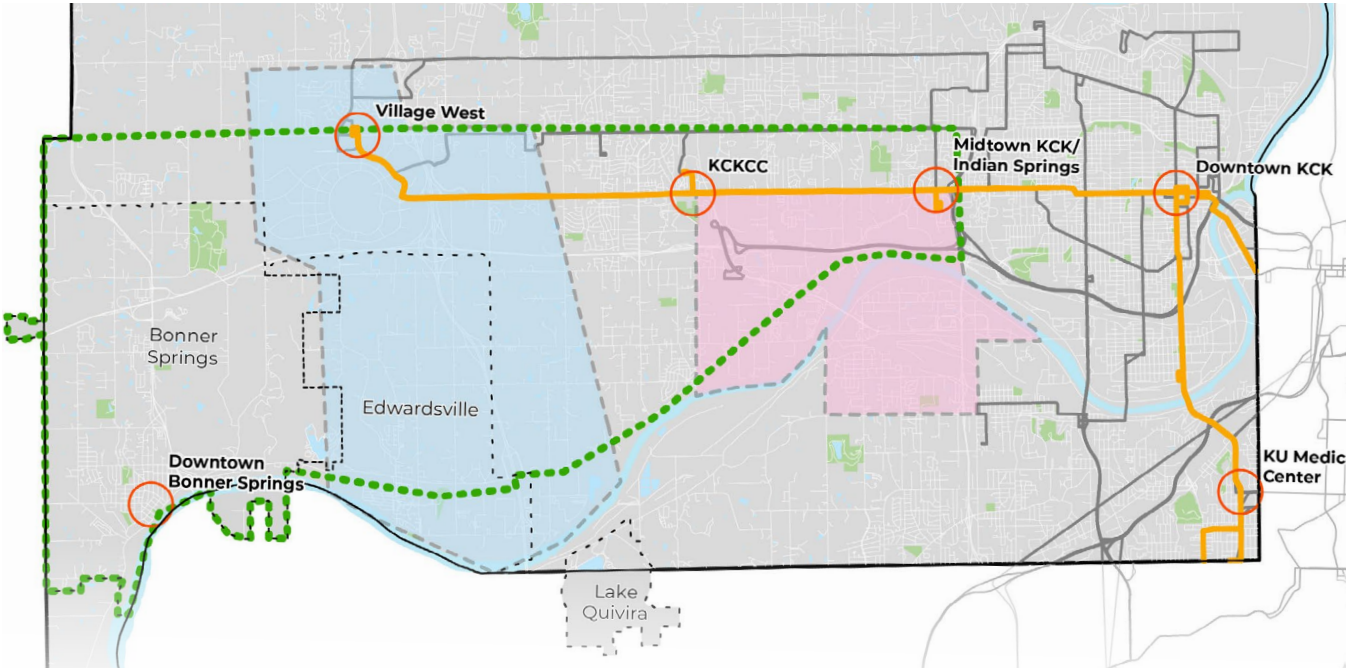
GoDotte worked closely with the local community in a number of ways to establish primary challenges regarding mobility. The following challenges were found:

- We need to better integrate mobility infrastructure and land use investments

- Transit frequency and reliability should be prioritized over system coverage
- Our community lacks safe and convenient multi-modal options and amenities
- We have the opportunity to improve access to jobs locally and throughout the region
- Investment in transportation choice makes our community more equitable
- Green infrastructure investments should be leveraged as opportunities to also improve mobility



GoDotte Survey Results
* Note: Please see the Mobility Plan document for more information and maps regarding future development.



GoDotte Recommended Transit & Mobility Plan
* Note: Please see the Mobility Plan document for more information and maps regarding future development.

Micro Transit / Scheduled Ride Service	Fixed Bus Route Service Target Levels
Proposed Mobility Hubs	Fast / Frequent (15 minutes or less)
Existing Route 199 Micro Transit	30 Minute Network
Proposed Edwardsville- Village West Micro Transit	All RideKC Bus Routes
Existing Tiblow Transit Service Area	

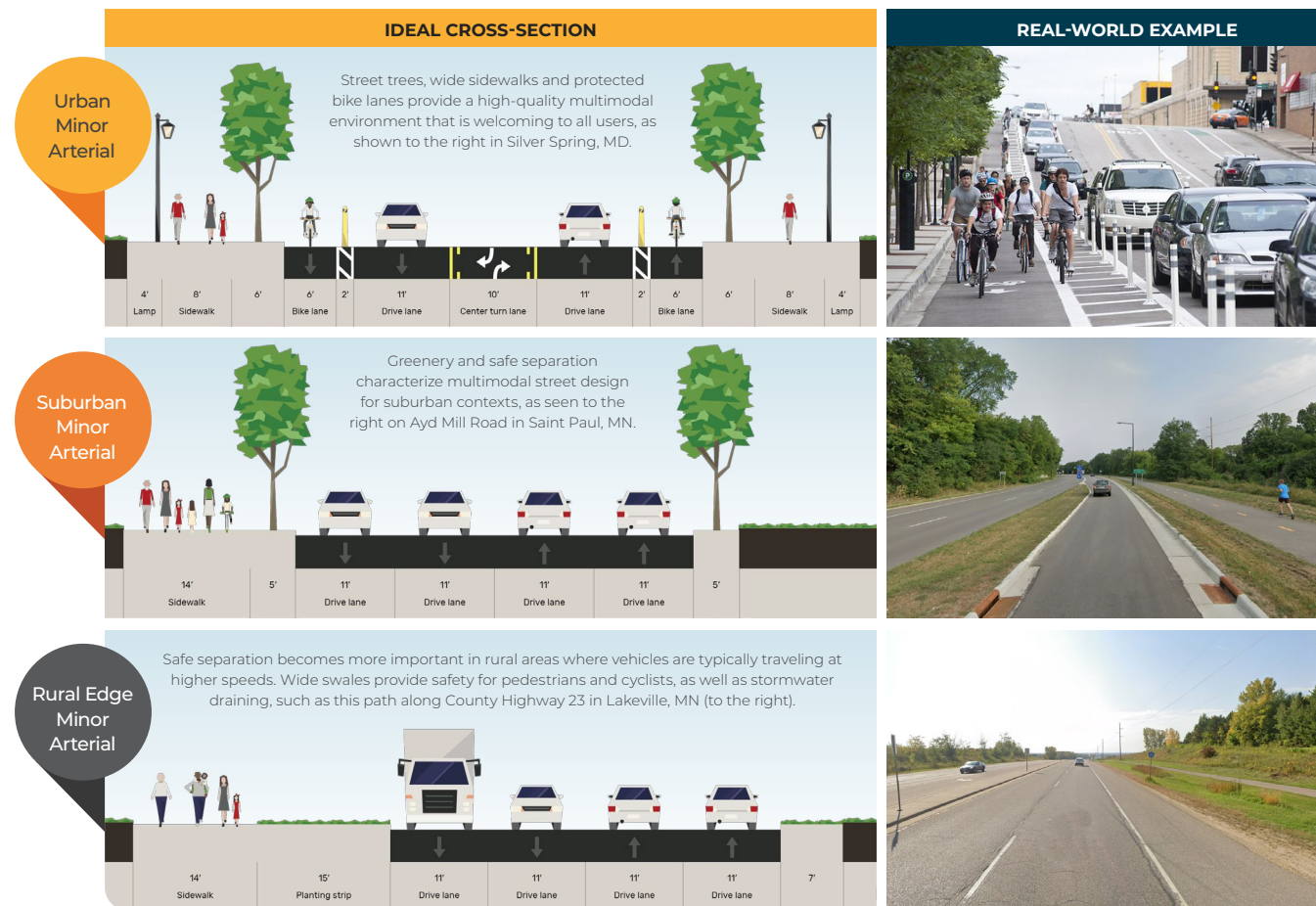
Ultimately, goDotte’s report proposed five big ideas for the mobility plan for Wyandotte County which include:

- Safety first
- Street Design 101
- Next-level transit
- Prioritize connections
- Invest in opportunity corridors

The plan offers recommendations for each of these five big ideas. Some of those recommendations include identifying opportunity corridors, update the existing street functional classification system, implement connected highways, trails, and bikeways, create a

street design priority matrix, and envisioned network of public transit. Please refer to the full report to see more informational about these recommendations.

Overall, one of the primary purposes of the mobility strategic plan is to establish a framework that aligns all transportation policy and investments, the Comprehensive Mater Plan, and MARC’s Climate Action Plan. This report will make sure the Downtown Master Plan incorporates all of the past report’s information.



GoDotte Street Design Framework

* Note: Please see the Mobility Plan document for more information and maps regarding future development.

2019 PARKS & REC MASTER PLAN

Although the 2016 Comprehensive plan was transformative in creating a foundation for Bonner Springs design standards, community growth strategies, and planning for a more sustainable economic, environmental, and physical environment, it did not directly address parks and recreation's mission, so in 2019 a Parks and Recreation Masterplan for the downtown area of Bonner Springs was created. The purpose of the Parks & Recreation Master Plan was to modernize the previous planning document, to serve as a guide to address capital improvement projects, funding strategies, maintenance standards, and a framework for evaluating future land acquisitions and recreational needs in the community for the next 20 years.

The report illustrates an extensive site inventory and analysis on existing parks of Bonner Springs as well as a community profile and benchmarking exercise. It was concluded that Bonner Springs, in comparison to surrounding communities, falls within the middle and has room to improve and grow. A needs assessment was conducted with over 400 participants including both the community of Bonner Springs and the City Staff to determine what how often existing parks are used, which park program is missing, and what the priorities should be for existing and proposed greenspaces. The following list of improvements received the highest votes on the citizen survey:

- Paved walking and biking trails
- Regional bike trail connections

- Fill in the trail gaps between resident and parks and recreation centers
- Natural areas / nature trails
- Restrooms at park facilities
- Public art
- Updated playground areas
- ADA accessibility / inclusive parks
- Small neighborhood parks
- Investing in new park land facilities
- Splash pad
- Park / trails along the riverfront
- Provide more events such as festivals, weekly events, farmers market, etc

The improvements that received the highest votes out of the list was the **expansion of the existing trail network** and **adding a restroom to every park**.

Lastly, the report applied the desired improvements with cost opinions and potential funding opportunities for all six local parks with the addition of a riverfront park scheme. These plans were created through a week long charrette process with the designer and City personnel. Since this process has taken place in 2019, many of the park improvements have been completed:

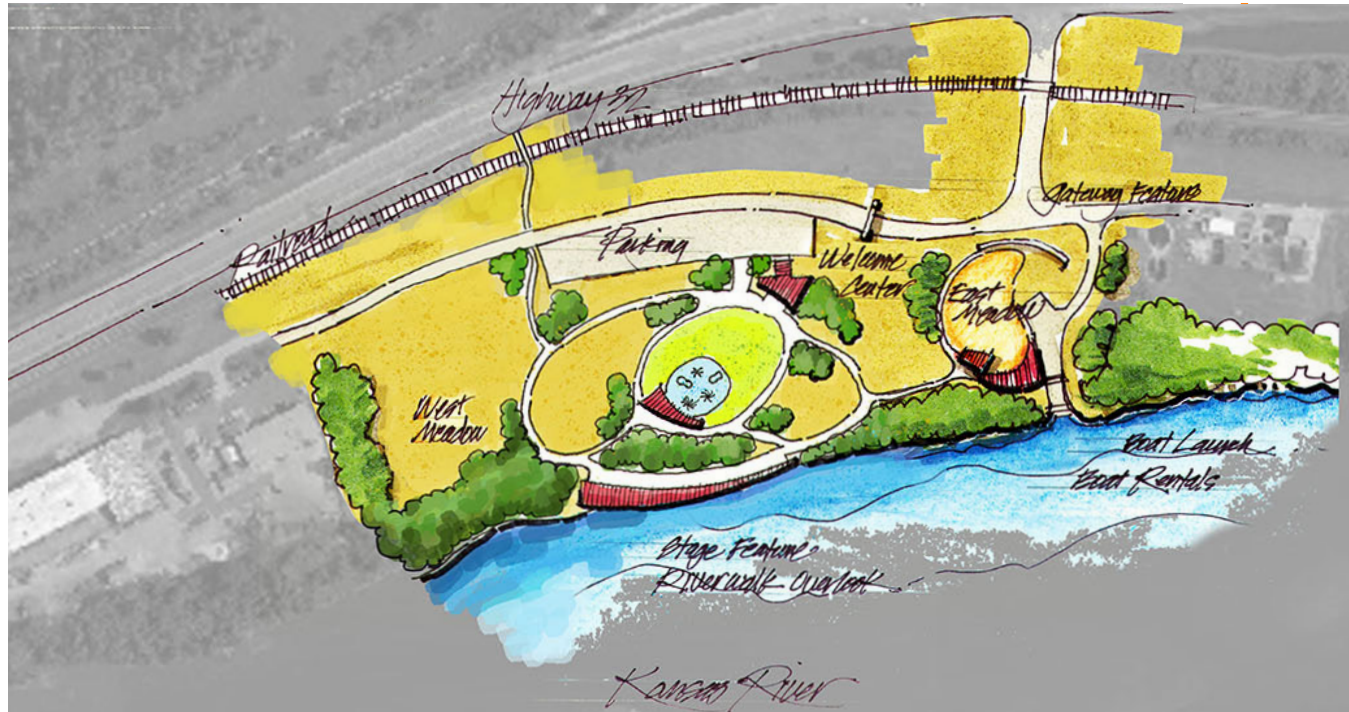
- 18 Hole Disc Golf Course - Spring 2019
- Lions Park Field 2 Renovation - Spring 2019
- Dog Park Parking Lot - Summer 2019
- Gel Coat Aquatic Park Slides - Spring 2020
- Concrete T pads for Disc Golf - Spring 2020
- Aquatic Park Filter System Update - Spring 2022
- Community Center Roof, Gutter, & Fascia replacement - Spring 2022
- Painting of Pool Shell - Fall 2022
- Centennial Park Electrical Upgrade - 2022

- Playground Surface Replacement at Lions Park - 2022
- Updated Gym Lighting - Fall 2022
- Restrooms at North Park - Fall 2022
- Fitness Court - Summer 2023
- Farmers Market Pavilion at Centennial Park - Summer 2024
- Community Center Improvements - Ongoing



Centennial Park Improvements Plan - 2019

* Note: This is only one of seven improvement plans. Please see the 2019 Master Plan document for more information and maps regarding future improvements.



Proposed Riverfront Park - 2019

* Note: This is only one of seven improvement plans. Please see the 2019 Master Plan document for more information and maps regarding future improvements.

One of the main projects that was proposed in the 2019 Master Report was a new riverfront park. Since 2019, it has been determined by the City that placing a public park next to an existing water treatment plant isn't the preferred idea and that it should better connect to the City of Bonner Springs. A priority project from this master plan will be to identify a new location for a riverfront park and trail that connects better to downtown Bonner Springs as well as connects into other proposed projects such as the MetroGreen trails. Despite the proposed riverfront park location no longer being well suited, the proposed programming will be taken into consideration for the new location.

To read the full report please visit the City of Bonner Springs website.



Riverfront Park Preferred Location

This graphic shows the previous location for the riverfront park to the east of K-7 Highway vs the new preferred location to the west of the highway.



Birdseye View of Preferred Riverfront Park Location

This graphic shows the new preferred location of the riverfront park which is to the west of the K-7 Highway.



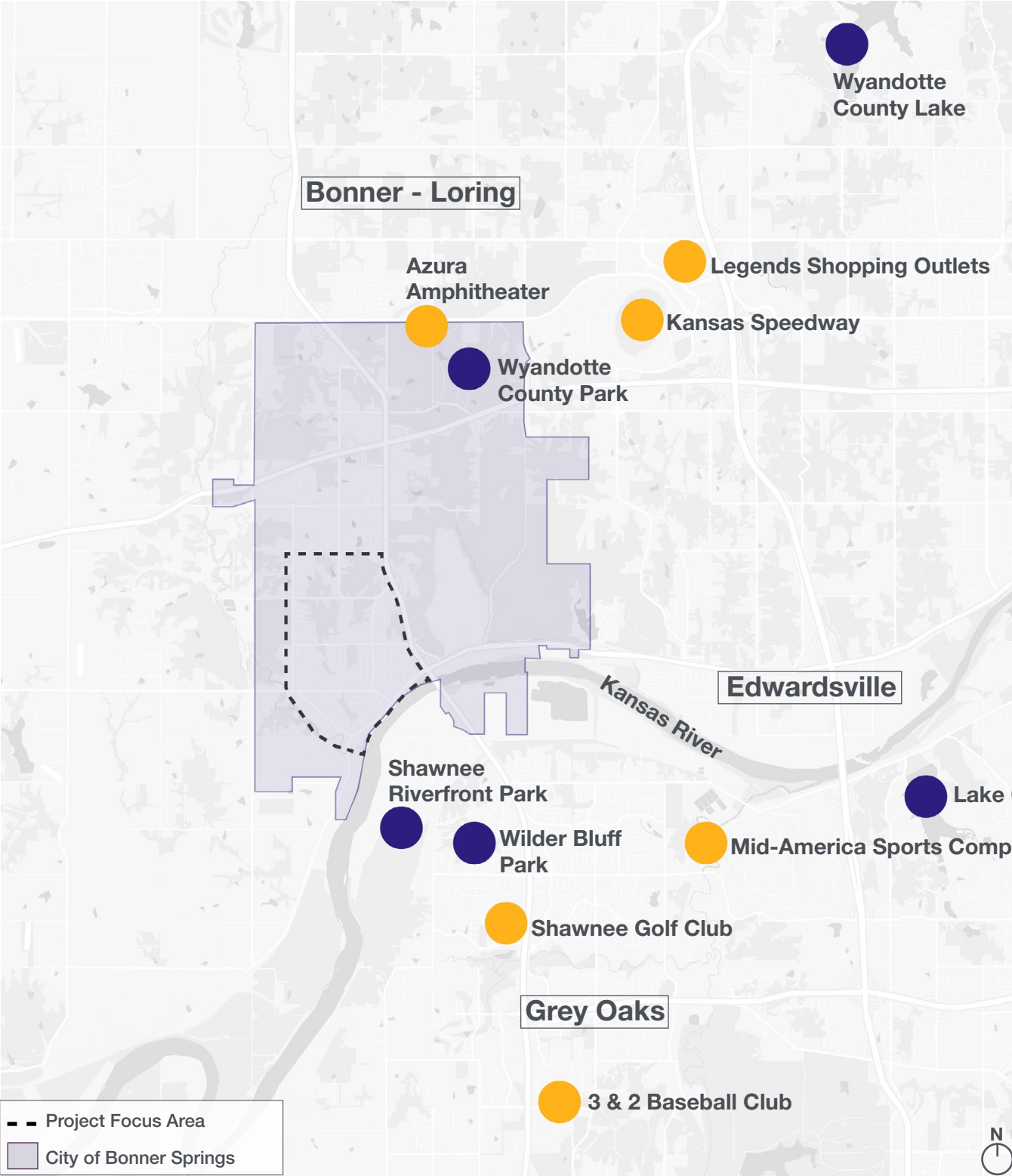
02 Discovery

Discovery

PROJECT INVENTORY

In this phase the design team familiarized themselves with the details of the project area, past and ongoing efforts in the region. The discovery phase is synonymous with the Existing Conditions Inventory, Data Collection and Analysis scope. A foundational understanding of the project area and context is an essential component to creating a successful plan. Building on the previous planning efforts in the region, the design team compiled the following series of Inventory findings.

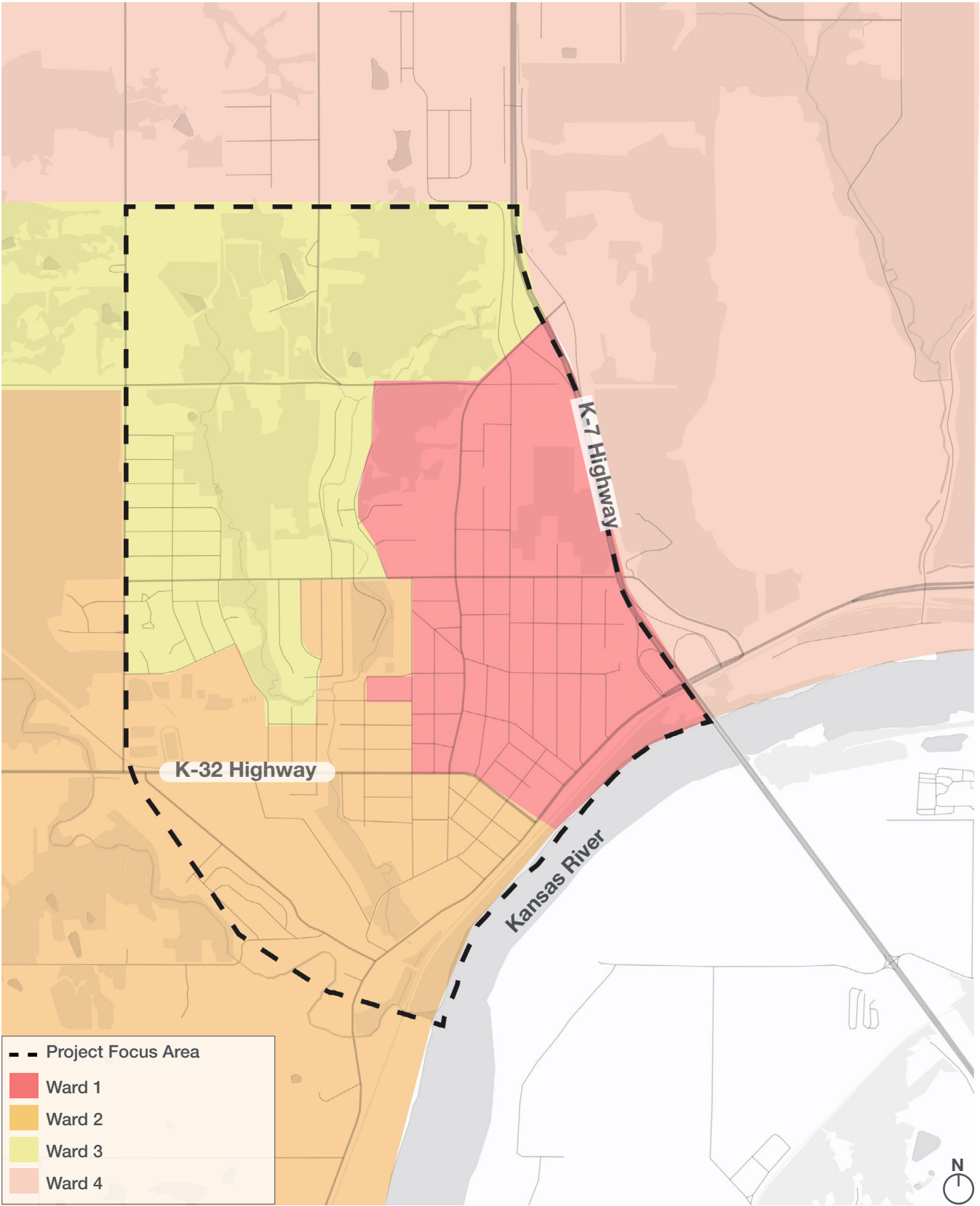
- Context
- Wards
- Zoning
- Median Age
- Median Income
- Population Density
- Projected Population Growth
- Regional Roads
- Local Roads
- Local Businesses
- Local Schools
- Local Churches
- Local Parks
- Water Risk



Bonner Springs Context

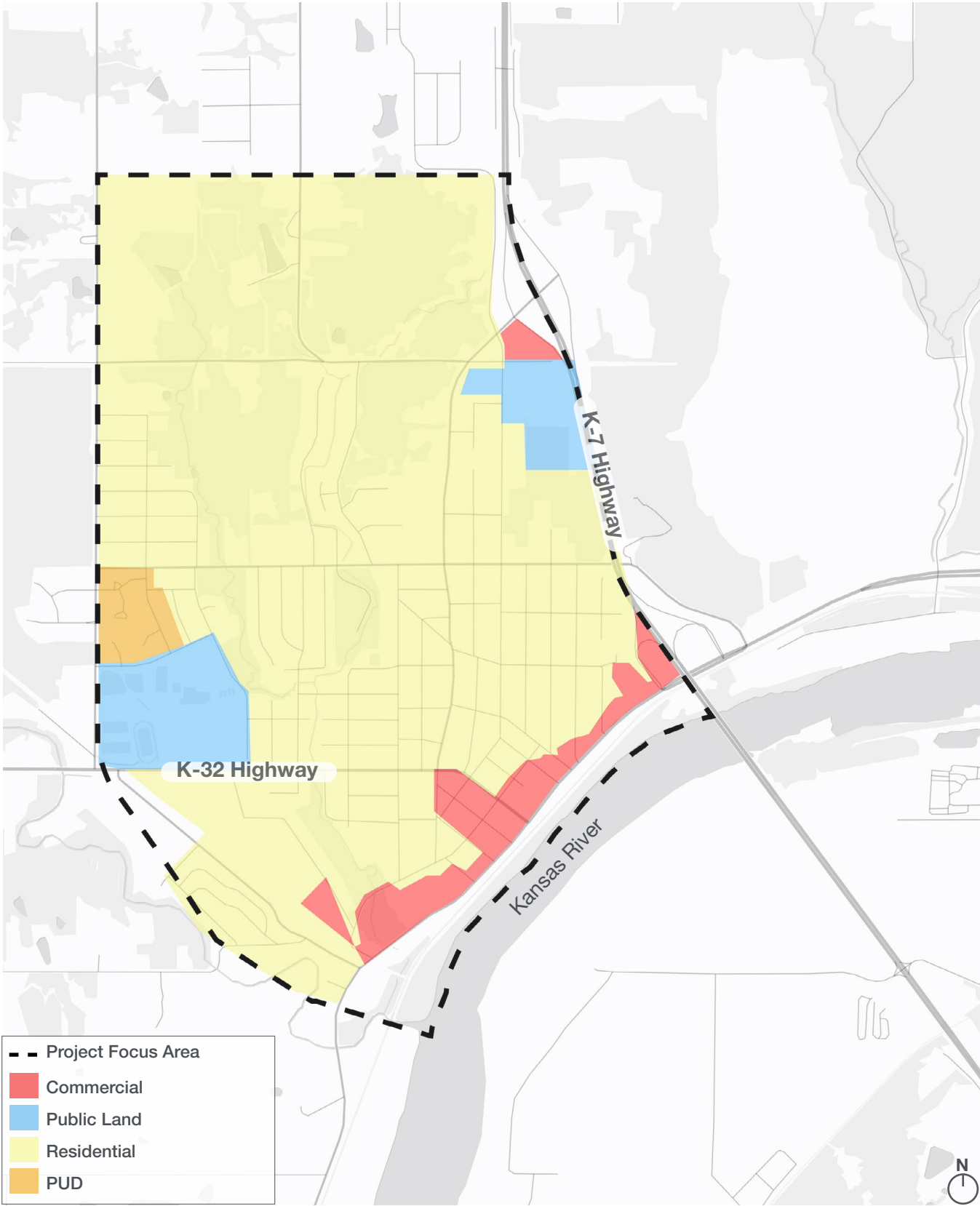
Bonner Springs is positioned on the banks of the Kansas River in southern Wyandotte County. Shawnee Kansas is located across the river to the south and Kansas City Kansas to the north and west.

Several regional attractions position Bonner Springs in close proximity to a variety of recreation and commercial destinations. Bonner Springs is in a position to become a regional hub for activity in the area.



Local Wards

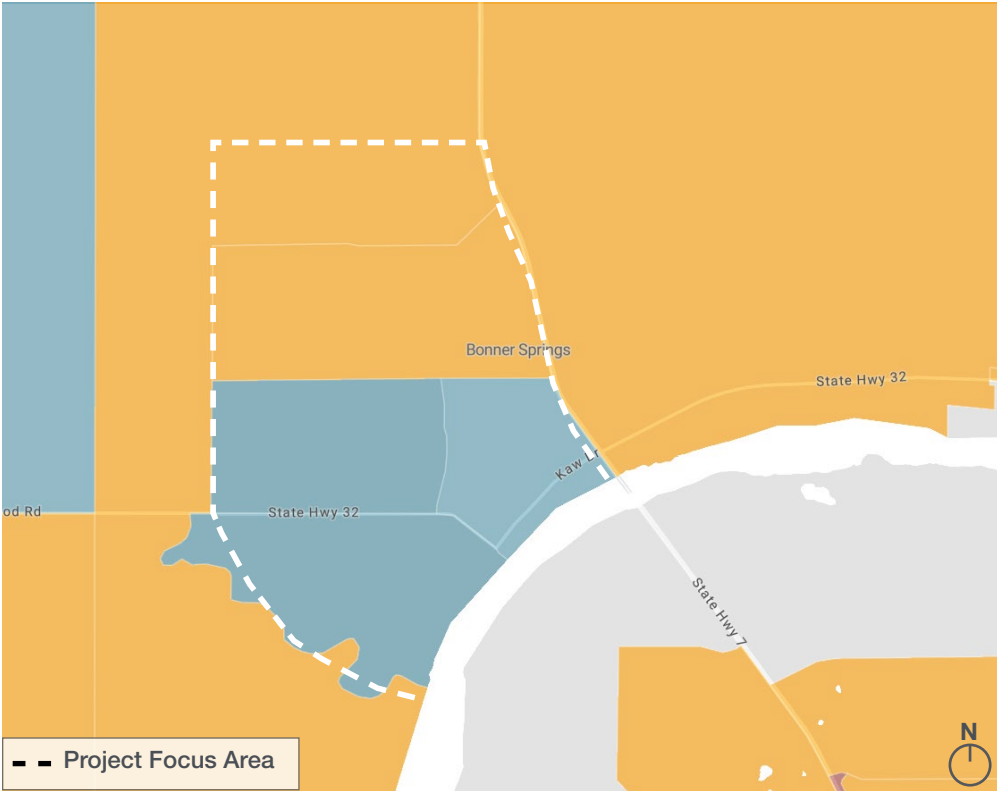
Bonner Springs is organized by Wards, represented on the City Council by two Council Members. Some Data sets have been classified by Ward.



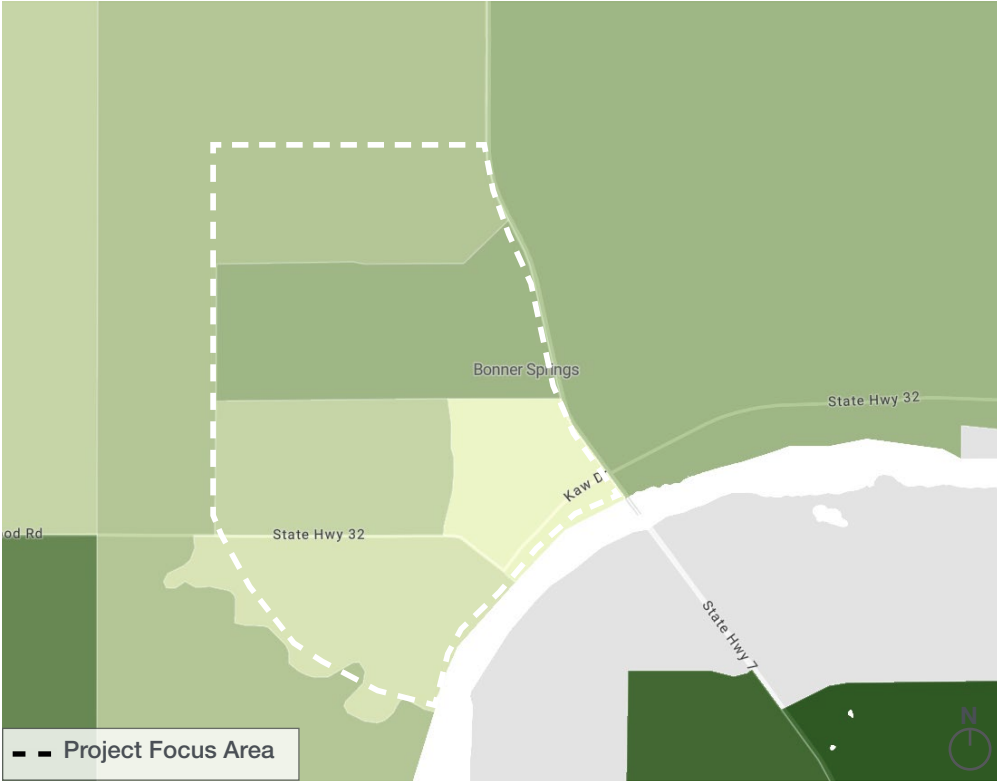
Zoning

Four zoning classifications are present in the project focus area. A core commercial use zone is in place along the Kansas River. Public parks create a number of anchors throughout town and are largely interconnected

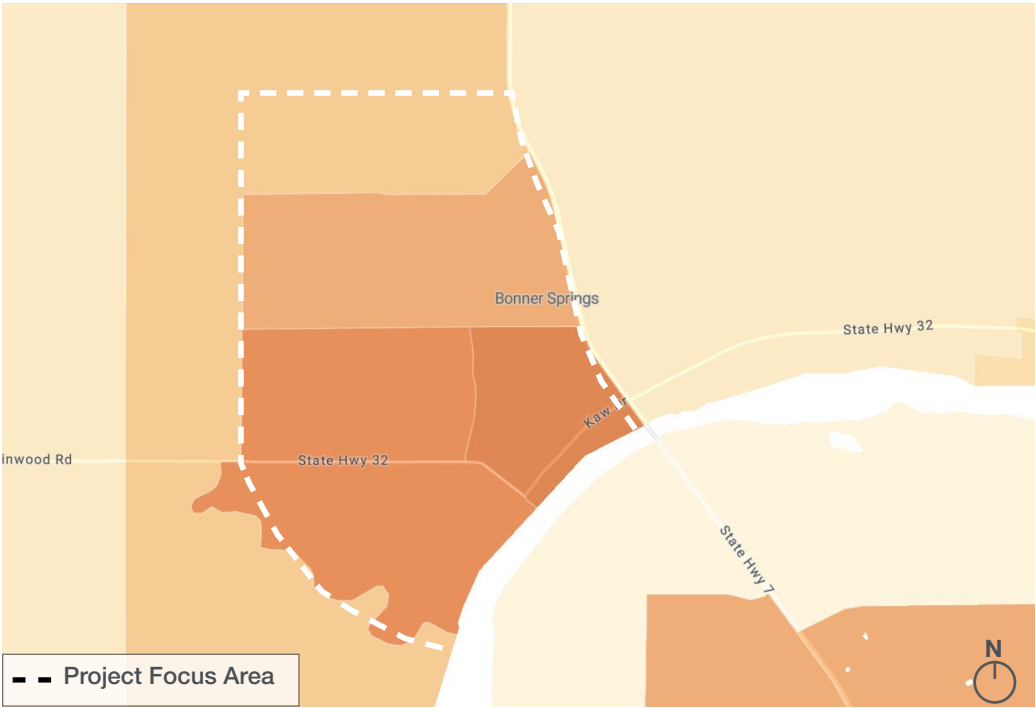
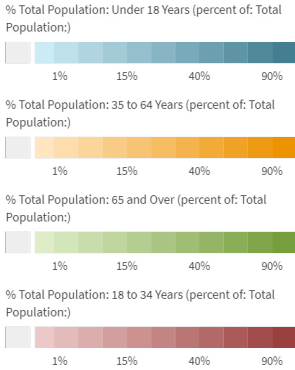
by residential zoning. This provides relatively close proximity between population centers and destinations throughout the project focus area.



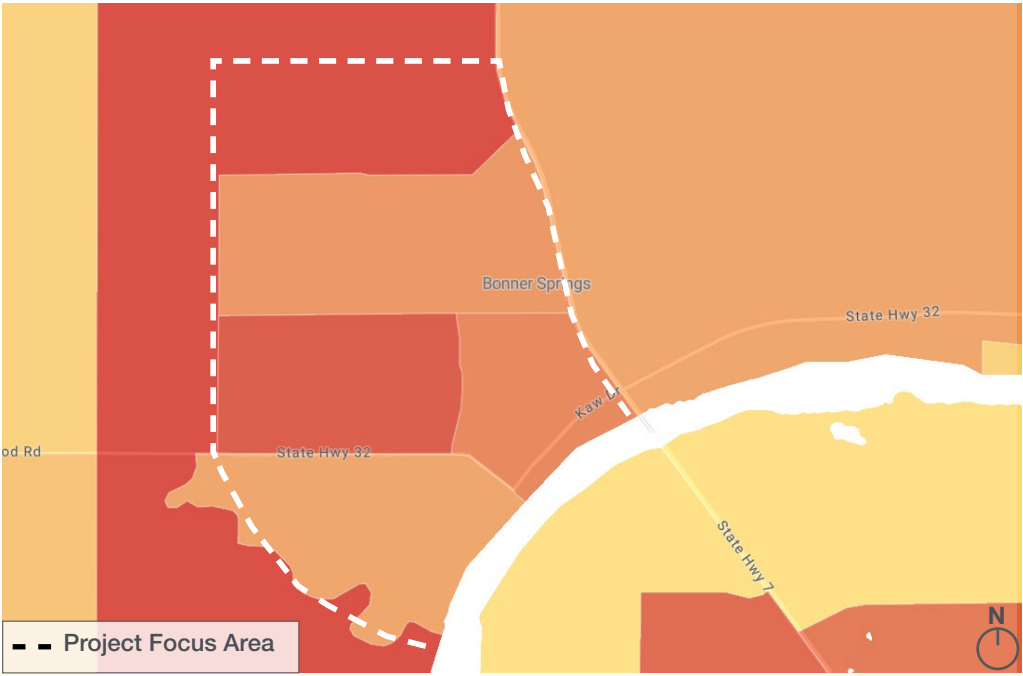
Median Age



Median Household Income



Current Population Density

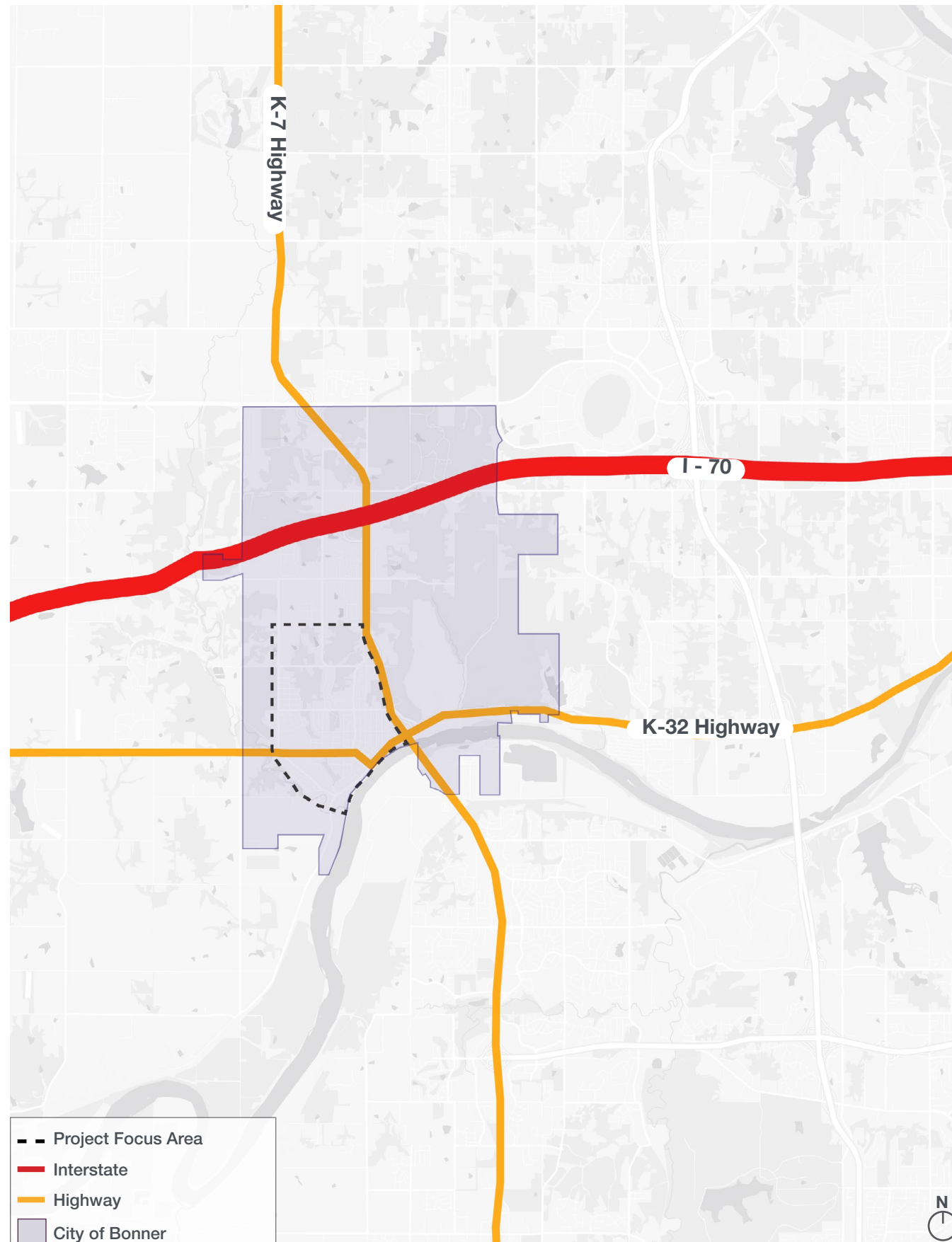


Projected Population Growth (2022- 2027)

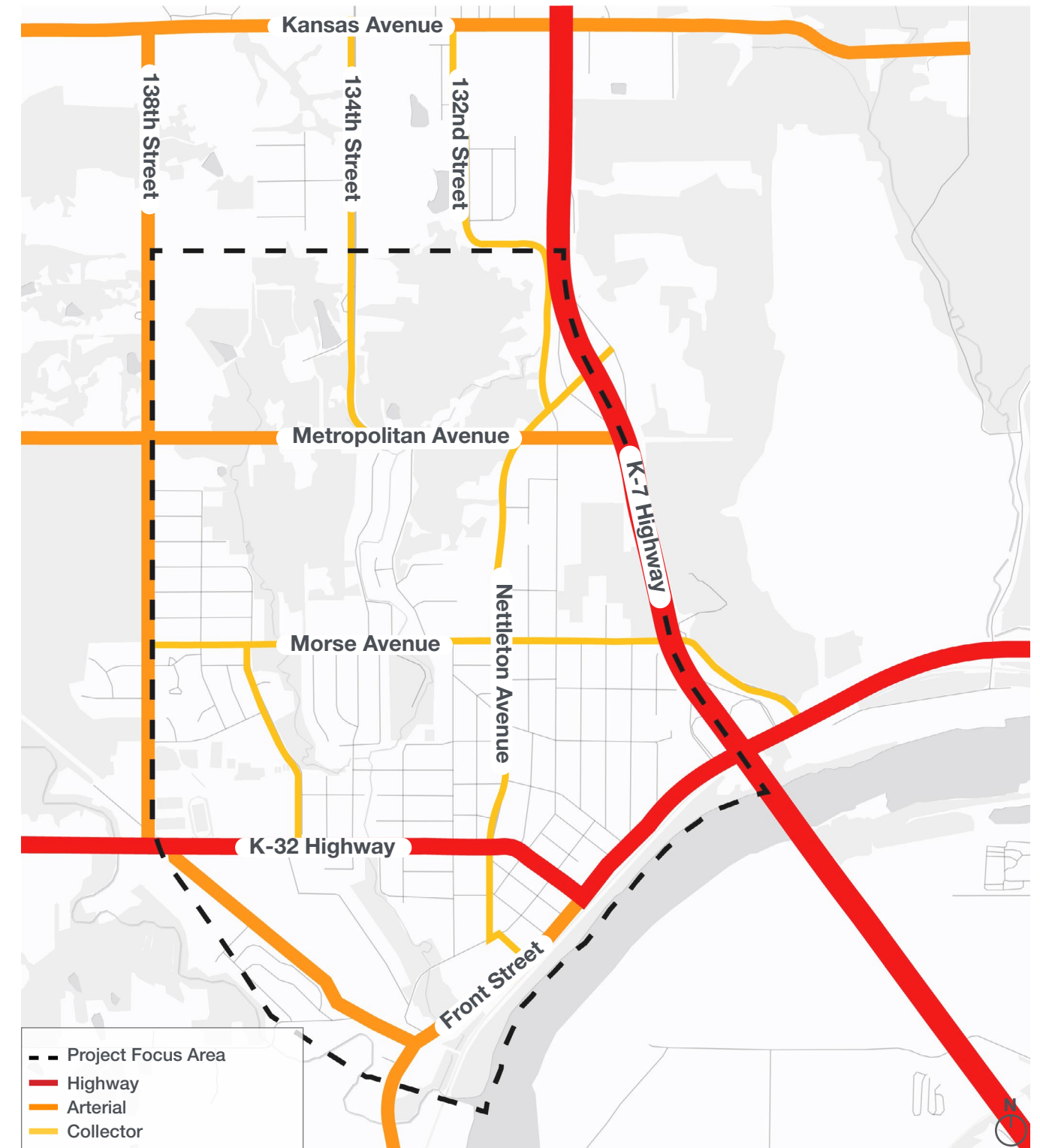
BONNER SPRINGS DEMOGRAPHICS

Demographics give us a snapshot of the community that may help to understand the likely goals and desires as well as needs within project focus area. Bonner Springs has a median age of 30+ with ages trending up as you move north in the community. Similarly the median

household income is \$40-60k and trending higher as you move north in the community. The highest density is concentrated in the project study area and the area is anticipated to have moderate population growth through 2027.



Regional Roads



Local Roads

ROAD SYSTEMS

Bonner Springs sits in close proximity to 3 highways. State highway 32 runs along the south end of town providing east-west connections beyond the community as well as arterial connection to K-7. State Highway 7 is a north-south connection providing critical access to the

region to and from Bonner Springs. A short drive on K-7 takes you to Shawnee and Johnson County to the south and Interstate 70 and greater Wyandotte County to the north. Interstate 70 is a national arterial 8 min north.

COMMUNITY ASSETS

Bonner Springs is home to a diverse set of community assets from business and commercial destinations to public open space.

Local businesses form a core district in the downtown area adjacent to the riverfront and rail line. Secondary business destinations are located both north (1-70 & K-7) and south (Fuel House) of downtown. Future plans envision a multi-modal corridor to the northern business district from downtown. The Fuel House development has become a regional attraction with limited bicycle and pedestrian connections to the core of Bonner Springs. This presents an opportunity to strengthen connections in this area and increase the connectivity of the Bonner Springs Business community.

Local Schools are concentrated on the Southwest end of town with Kump Ave serving as the primary vehicular connection to the residential fabric of the community. Local bicycle and pedestrian connections are important to provide access to the education district from adjacent neighborhood development.

Local Parks are spread fairly evenly across the project focus area. This creates a great sense of connectivity between the parks and local housing. Finding ways to connect the parks to each other will help to bolster the interconnectivity of the park system across the community.

The community church network is well distributed and integrated into the residential fabric. This distribution increases access to these assets by community members.



North Park



Downtown Businesses



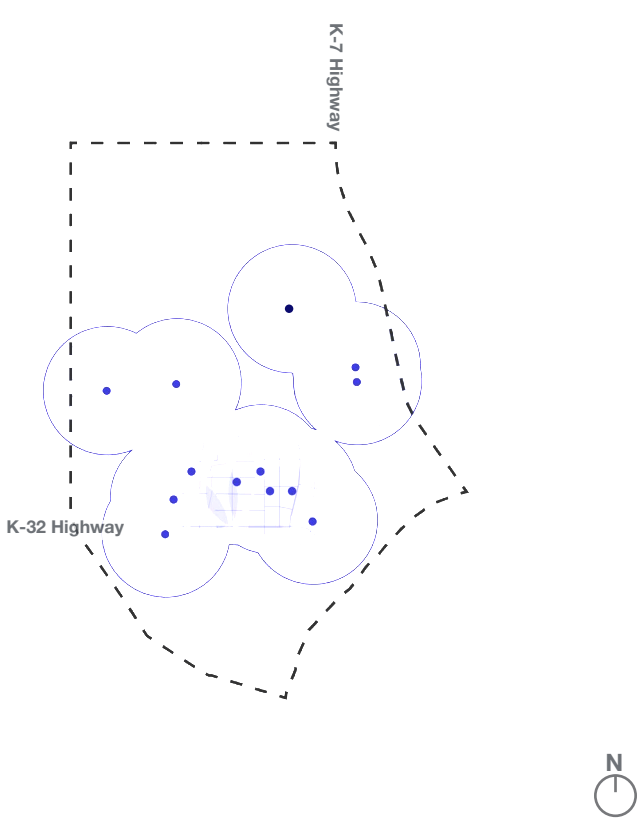
Fitness Court



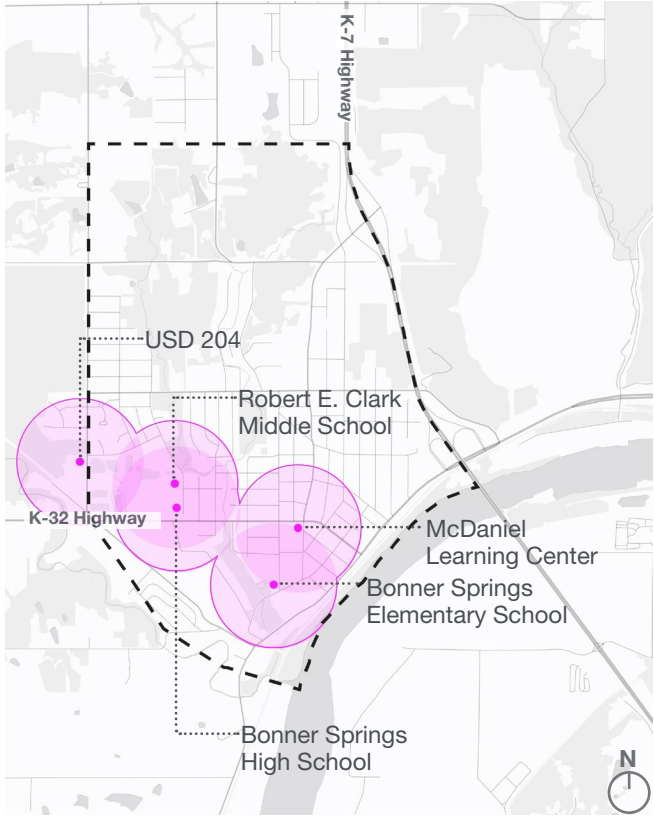
Local Businesses



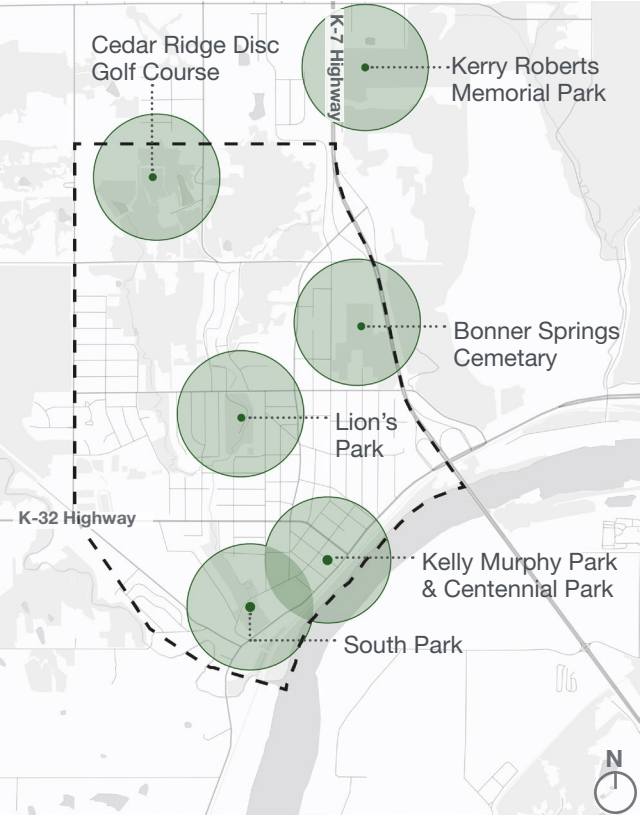
Local Businesses
* Note: Each bubble is a 5 minute walking radius



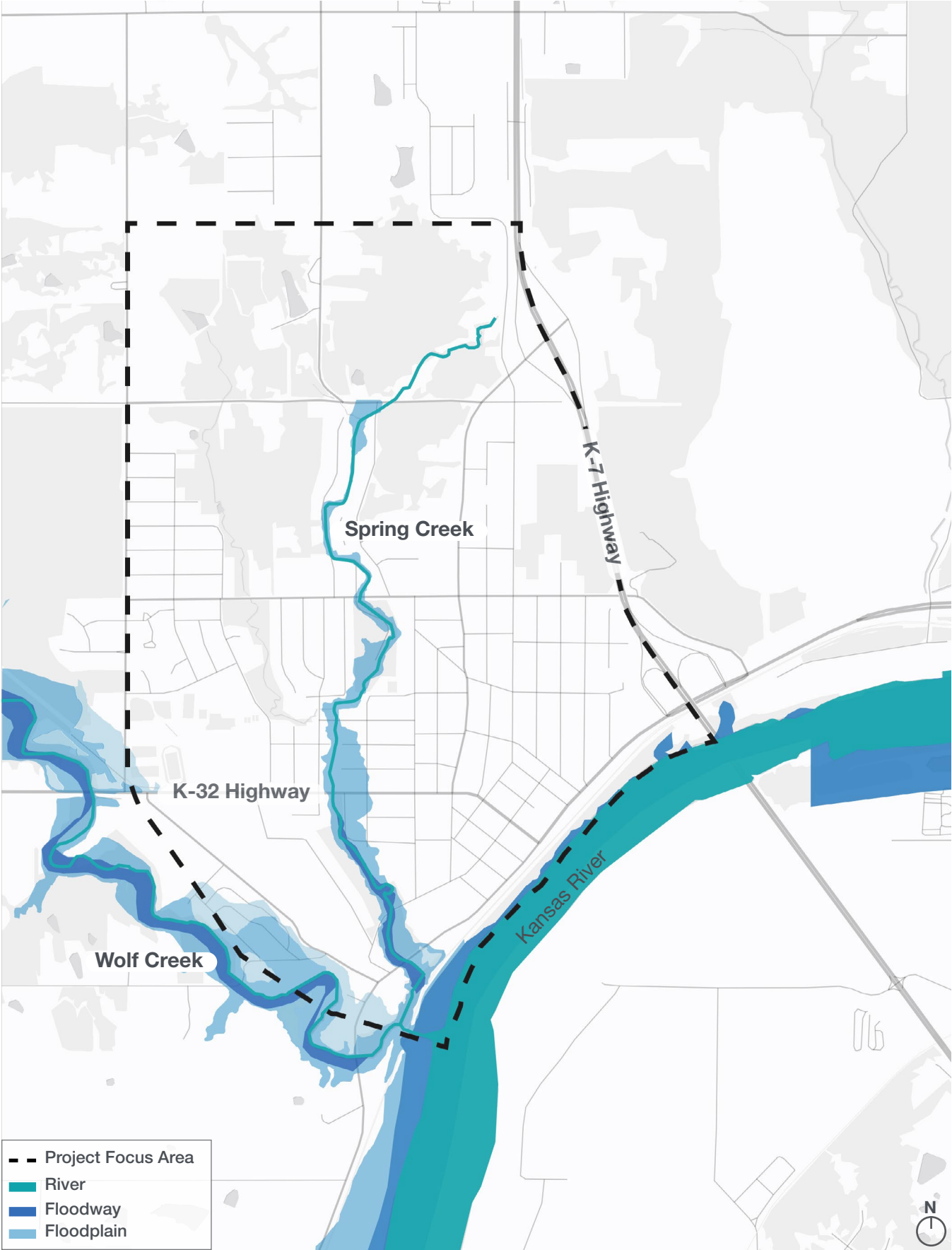
Local Churches
* Note: Each bubble is a 5 minute walking radius



Local Schools
* Note: Each bubble is a 5 minute walking radius



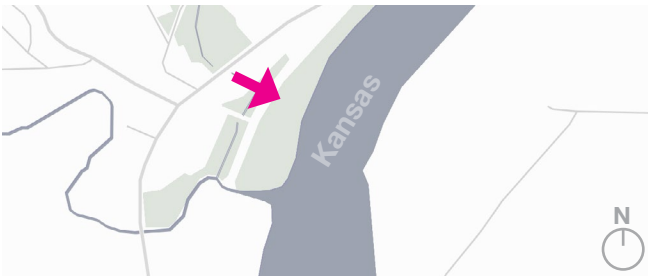
Local Parks
* Note: Each bubble is a 5 minute walking radius



Existing Floodplains

KANSAS RIVER

The Kansas River is the county line between Wyandotte and Johnson Counties, and serves as the city’s southern city limits, except for the Bonner Springs industrial park area south of the River and east of K-7 Highway. Embracing the river is a foundational goal of this planning effort. Development along the river has largely been non existent due to the presence of the Union Pacific Rail Line. The rail corridor separates the downtown core of the community from the river. Finding creative solutions to embrace the river will be an important part of the process moving forward. Flooding along the Kansas River in this area is of minimal risk to the City itself. However, the site proposed for the riverfront park is partially within the floodway of the river. Floodway’s present unique challenges for development and represent a barrier to development. Factoring the floodway into the opportunities and constraints for development of the riverfront park, we find the narrowest section of riverfront is the remaining zone of opportunity.



Visual Access to the Kansas River

DRAINAGE AREAS

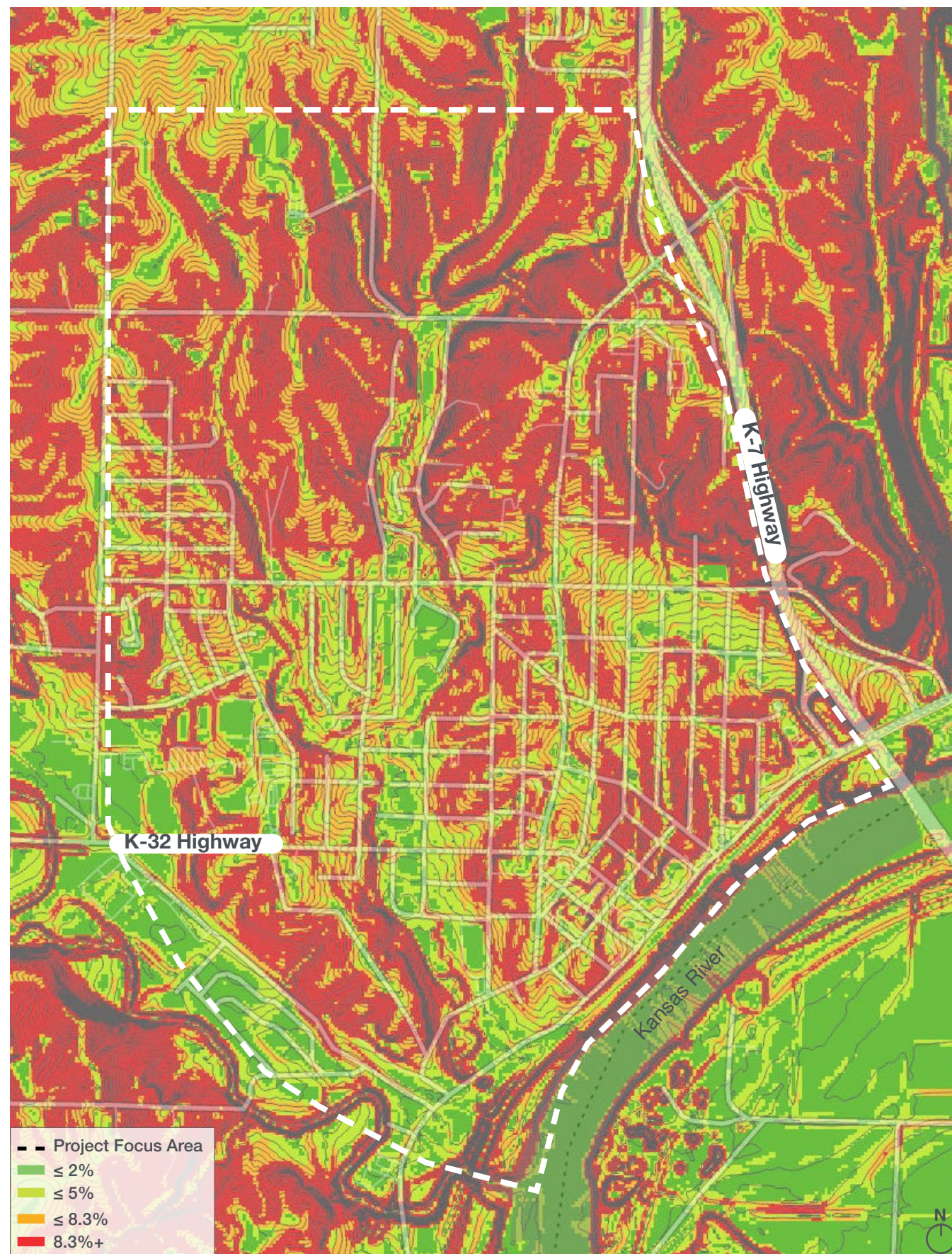
Spring Creek and Wolf Creek drainage areas are tributary to the Kansas River in the project focus area. Both creek corridors have areas of flood concern and posses a number of open green spaces within the city because of these flood risks.

Spring Creek bisects the city of Bonner Springs north-south. This corridor is home to Lions Park and South Park. Spring Creek presents an opprotunity for greenway trails in the heart of Bonner Springs. Close proximity to North Park makes this corridor even more valuable as a recreation potential perspective.

Wolf Creek forms the southwest boundary of the project focus area. This corridor has been identified in the Metrogreen as a potential greenway corridor in the future.



Visual Access to the Kansas River



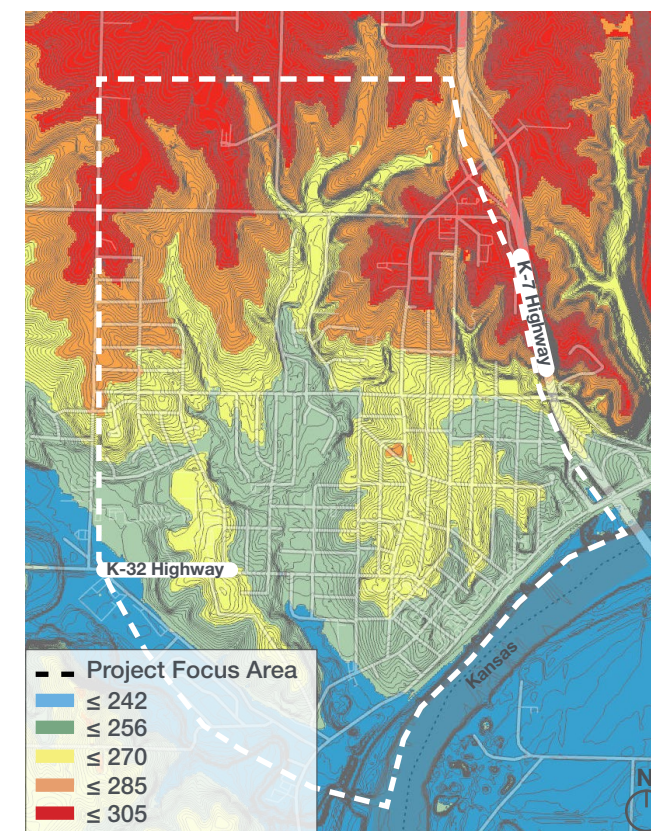
Existing Slopes

TOPOGRAPHY & SLOPE

Topography and slope directly influence accessibility and constructibility. Bonner Springs location on the banks of the Kansas River and home to several large drainages, creates a large amount of topographic change in the city. The Existing Slopes graphic on pg 34 illustrates slope within the project area. Naturally accessible slopes between 0-2% are shown in green. Slopes that are still within the acceptable tolerances of ADA (2-5%) are shown in yellow. Challenge slopes between 5-8.3% that will require regrading or ramps in order to achieve accessible routes are shown in orange. And areas of significant slope challenge (8.3% and above) are shown in red. These areas will require significant regrading or the extensive use of ramps in order to achieve accessible pedestrian circulation. Naturally, earthwork and infrastructure adds to the construction cost of a site and reduces the program feasibility of certain activities that require minimal slope.

The graphics below illustrate topography in slightly different ways. Existing elevation bands show us the natural breaks in the landscape. Elevation increases as you move away from the river. There is roughly 65 feet of grade change from the river to the north end of the project focus area. Natural drainage and flow within the project areas occurs from north to south terminating in the Kansas River.

Lastly, we examine the Hillshade analysis of the project areas. This helps us to illuminate peaks valleys and sloped areas more clearly. Areas that area more naturally shaded may be prone to less solar gain, resulting in cooler temperatures and winter ice. Conversely exposed slopes tend to receive greater amounts of sunlight but also suffer from wind exposure. These are all elements to consider for development.



Existing Elevations



Existing Hillshade

GREENSPACE & CONNECTIONS

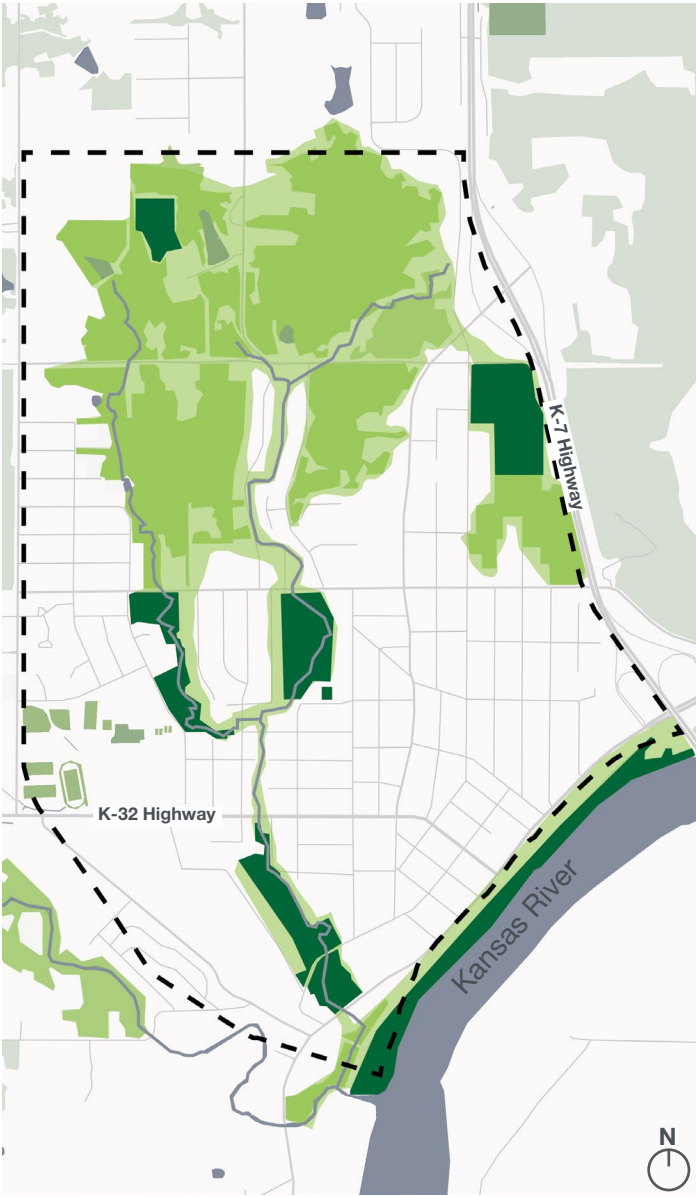
The Spring Creek drainage area creates a ribbon of greenspace through the Bonner Springs community. North Park, Lions Park and South Park create a series of recreational stepping stones along the stream corridor. Additionally the city owns property on the west tributary of Spring Creek adjacent to the Bonner Springs High School. The stage is set for a comprehensive trail network that ties these community assets together. Currently there are three independent sections of trail system in the community. Lions Park is connected to South Park via greenway trail. North Park, while isolated from the other community parks by trail, is connected by trail north to Kansas Ave.

A plan to expand the current trail system exists. Currently Phase V of this trail system is under development. This will connect North Park to Lions Park. The buildout and expansion of the trail system will greatly elevate the recreation opportunity in Bonner Springs.

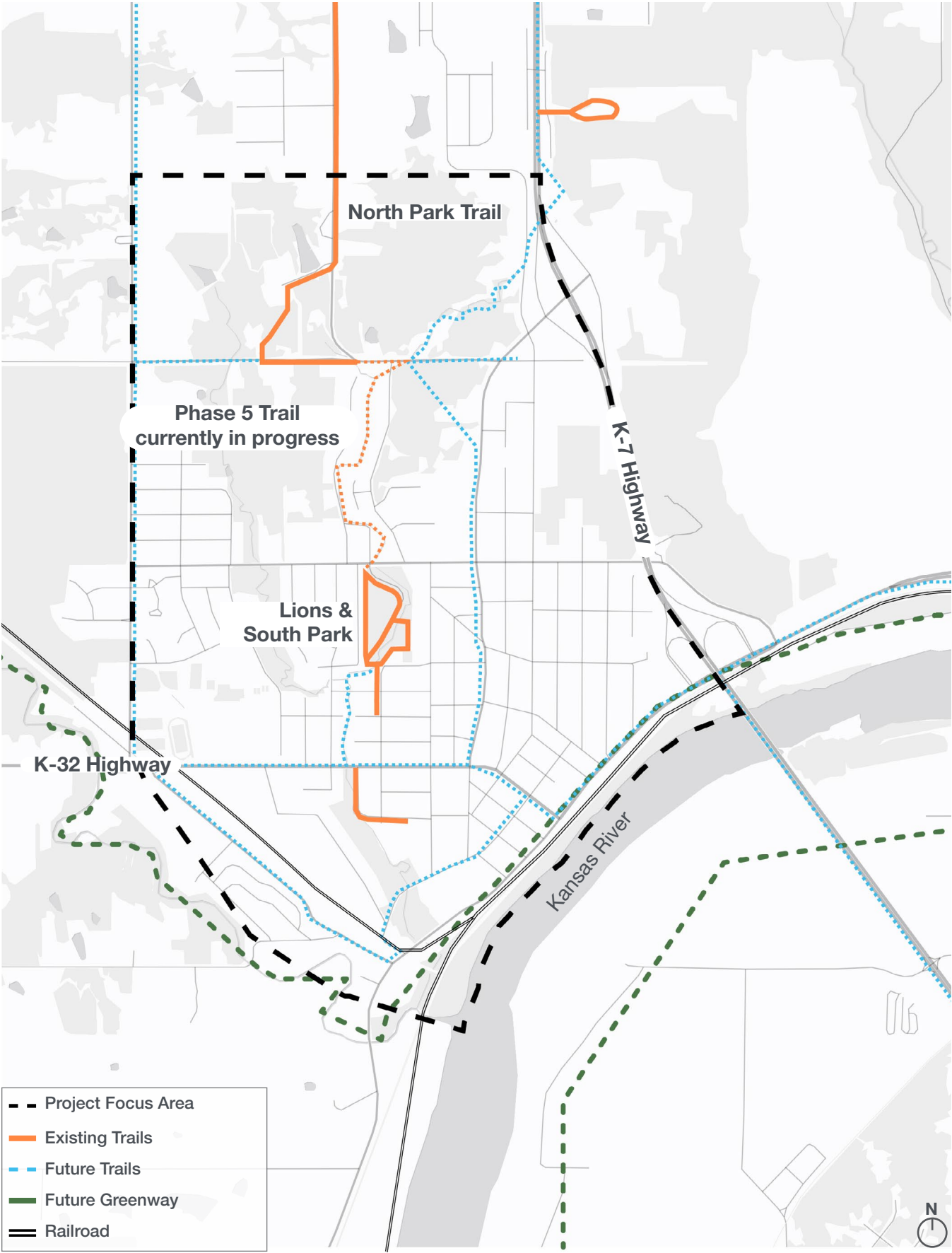
Additionally proximity to the proposed Metro Green Trail network creates an opportunity to connect to the region as a whole. A robust trail system exists to the south in Johnson County, connecting to this system would largely expand the accessible trails available to the Bonner Springs Community. Similarly, Wyandotte County has several parks such as the Wyandotte County Lake Park and Wyandotte County Park that have extensive trail systems. Future expansion of the Metrogreen system to connect these parks across the region will bolster recreation opportunities for the entire metro area.

Constraints to trail expansion in the community exist and will need to be addressed as well. Access to the riverfront park for example creates a robust challenge. Currently, the downtown is seperated from the riverfront by the Union Pacific Rail corridor. There is not a pedestrian crossing in existance in the downtown area. Past efforts

to develop this crossing have been unsucessful. These efforts have lead to the exploration of alternative routing oppotunities. The design team will explore alternative to provide access while overcoming the rail corridor access challenges. Drainage areas to the south of downtown present an opprotunity to leverage elevation to traverse the rail line. Access to this area is a challenge however due to limited right of way width at the existing vehicular bridge on W Front St. near the intersection with S Bluegrass Dr.



Existing Greenspaces



Pedestrian Travel



03 Analysis

Analysis

PROJECT ANALYSIS

Analysis is the second phase of the project workflow, after inventory. Here we will begin to examine the effect the existing conditions explored in the previous chapter have on the project focus area. The Analysis chapter will begin to identify opportunities and constraints that set the stage for future ideation and plan concepts. Primary areas of focus influence the project keys for success. These areas will be examined in more detail in the analysis chapter.

- Site Constraints: What are the primary limiting factors to circulation and development?
- Neighborhood Connections: Where do people live? Where do they want to go?
- Pedestrian Connections: How do people get to the places they want to go?
- Walking Distances: How hard is it for someone to get where they are going?
- Parks & Trailheads: Natural Corridors for circulation and recreation.
- Riverfront Activation: What do we know about the riverfront park location?
- Downtown Core Analysis: Whats happening in the heart of the city?
- Overall Analysis: What do all these diagrams tell us?



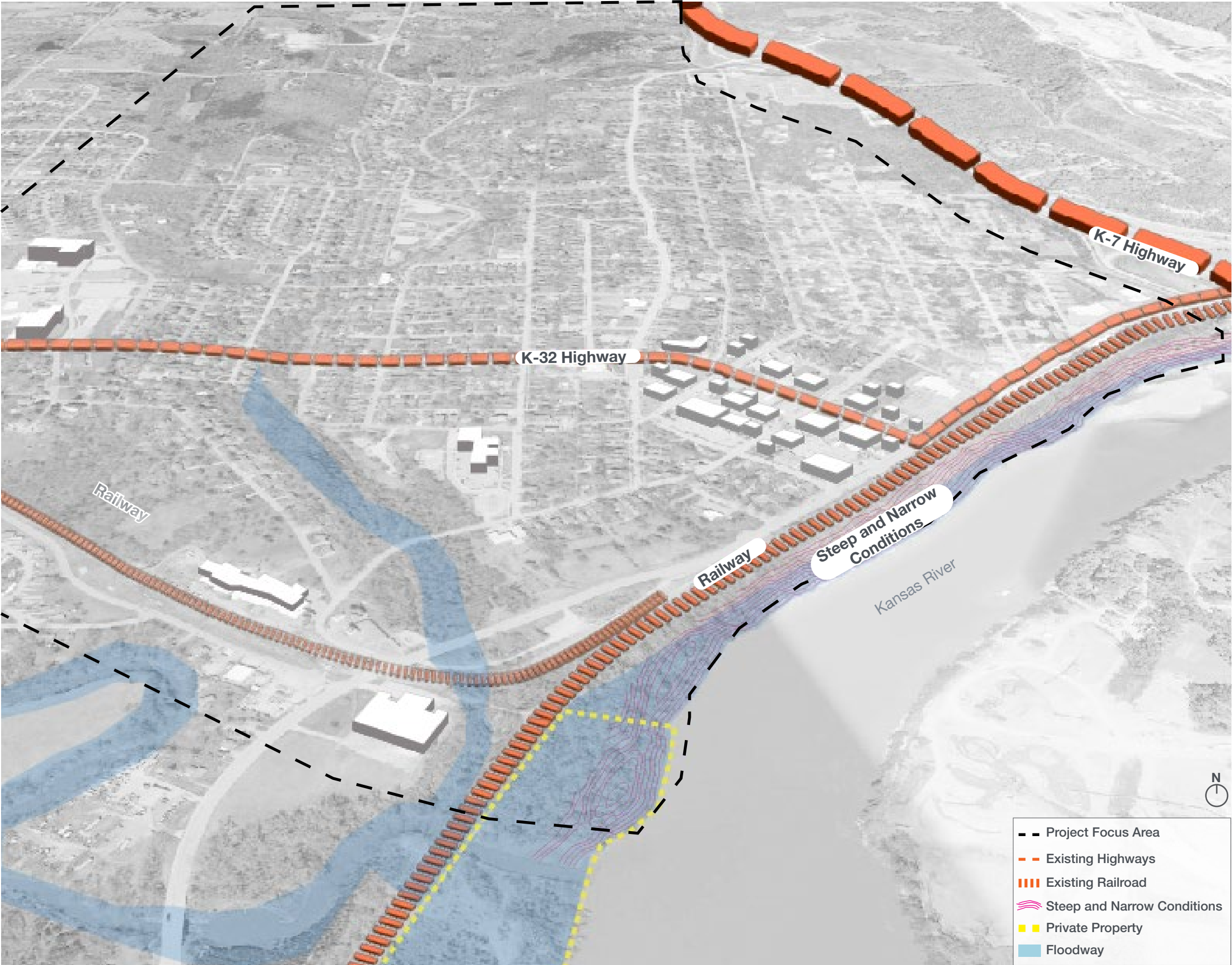
SITE CONSTRAINTS

A number of constraints are present in the Downtown Bonner Springs project area. These constraints create challenges to circulation and connectivity as well as suitability for built elements.

Primary circulation constraints include the Union Pacific rail line and the K-32 corridor. K-32 has largely been equipped with sidewalks, crossing snad pedestrian amenities to facilitate pedestrian circulation. However, K-32 presents a challenge to bicycle circulation as it does not have dedicated bycycle infrastructure. Generally speaking the introduction of KDOT jurisdiction creates an additional layer regulatory requirements thtat must be met in order to implement bycycle and pedestrian infrastructure.

The Union Pacific rail line that borders the south end of the focus area seperating downtown bonner from the river is a significant site constraint. There are no pedestrian crossings currently in place to facilitate access to a river front park development. Efforts to engage the railroad with a crossing have been unsuccessful to date. Creative solutions to this constraint will be a driving factor in the success of the riverfront park development.

Topography and flood risk are additional constraints in the development of the riverfront park. Steep slopes are present along the river. In conjunction with heavy tree cover, this limits the types of development that are feasible in this area. Low impact approaches such as linear trails and boardwalks are better suited to this site than traditional development. Floodway covers a large portion of the site as well. Floodway development requires limited vertical development and resilient design strategies. Additional permitting may be required. Careful consideration should be given to programming to best utilize the site given these constraints.

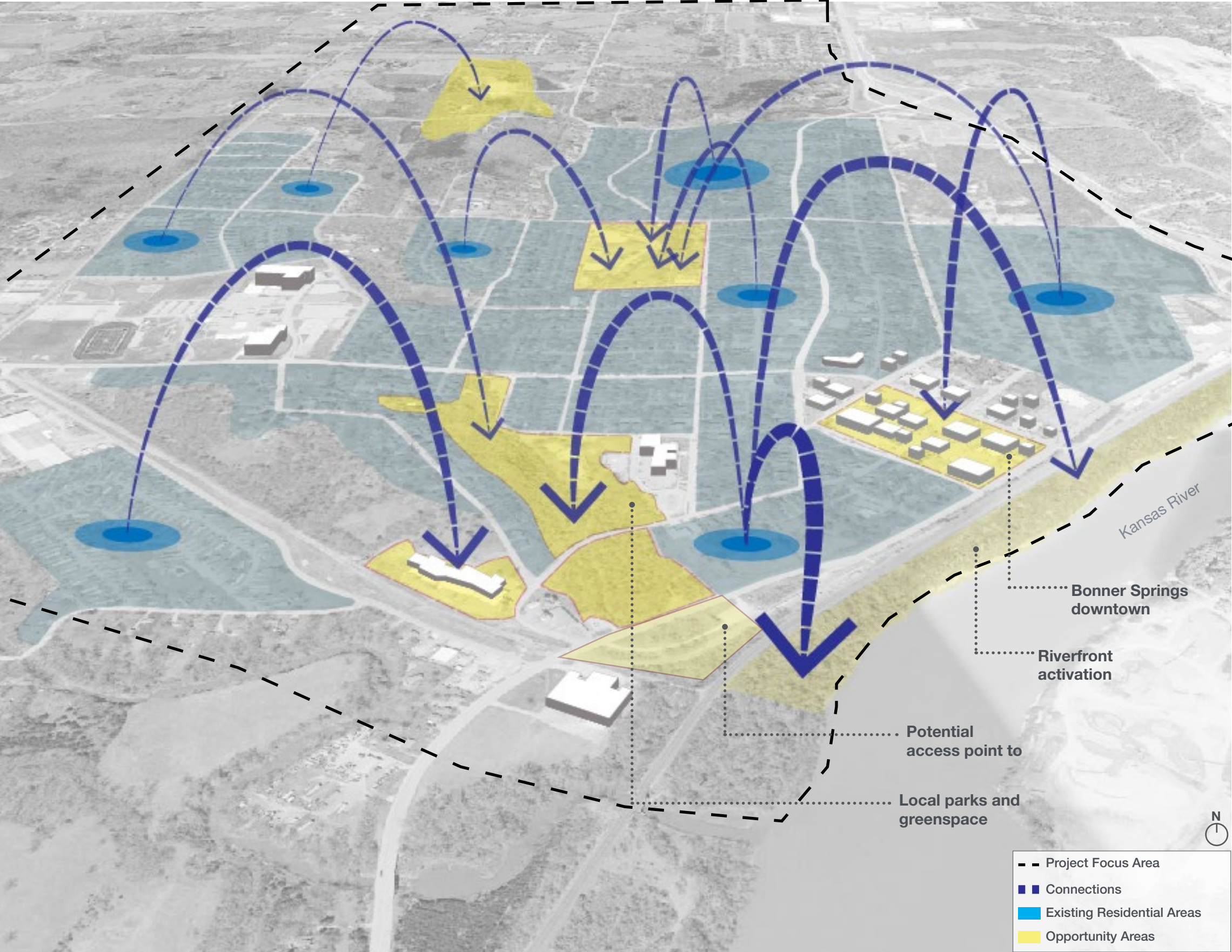


Site Constraints

NEIGHBORHOOD CONNECTIONS

Connecting people to the places they want to be is an essential component of a successful downtown master plan. Bonner Springs has a substantial residential fabric surrounding the downtown core. Ensuring that these neighborhoods are able to access commercial, recreational and institutional destinations via multi-modal connections greatly increases the livability of the city.

Where residential areas are adjacent to destination zones, connections are simple and intuitive. However, where proximity or natural features create separation between where people live and where they want to go, connections can be more difficult. Two major destinations that suffer from lack of connectivity in Bonner Springs are the future riverfront park and the recent commercial development near Front St and S Bluegrass Dr.

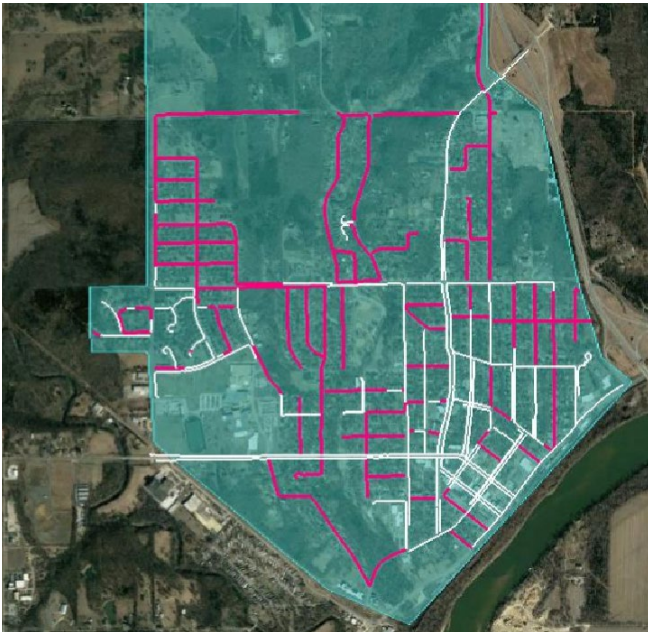


Residential Access

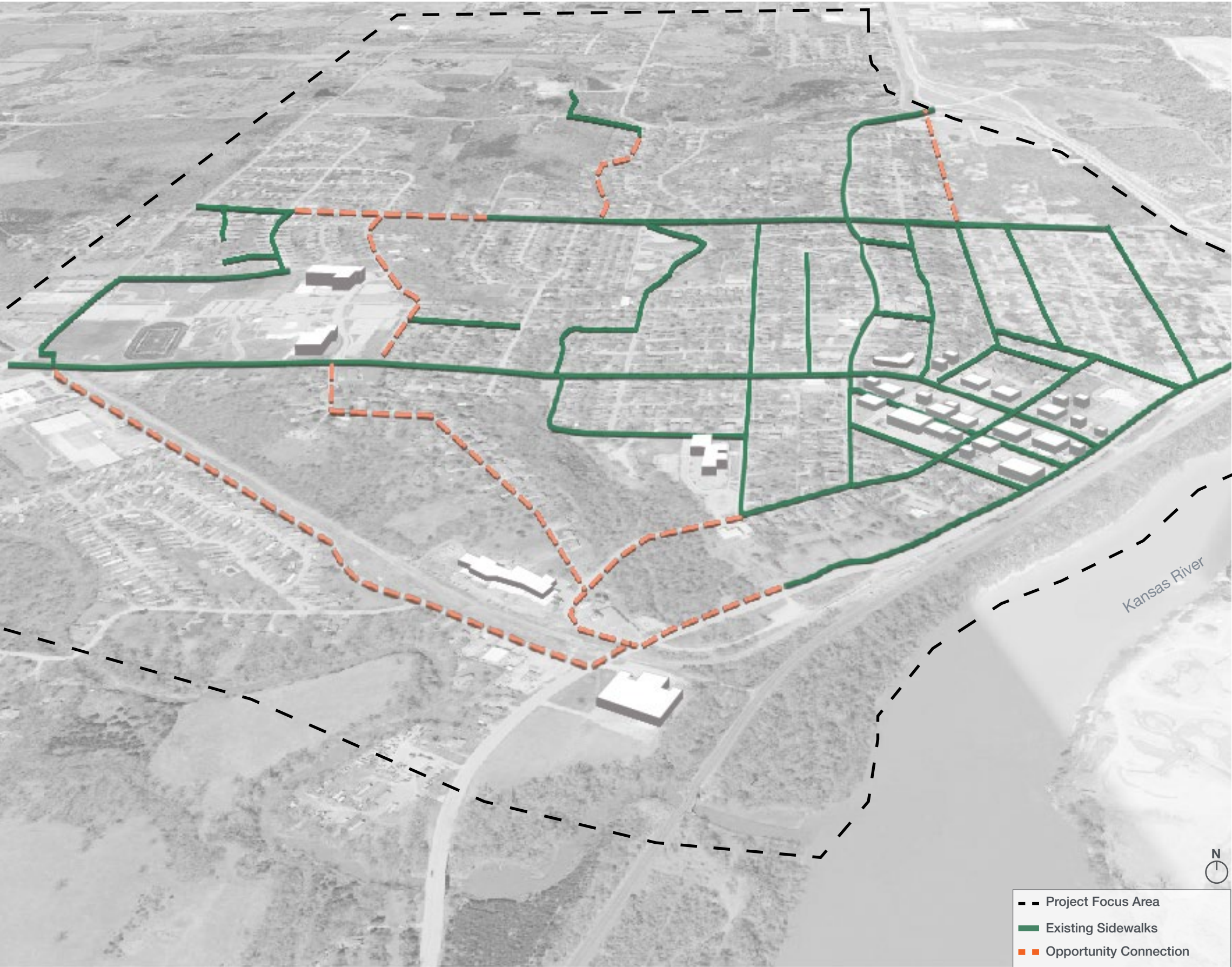
PEDESTRIAN CONNECTIONS

Pedestrian Connections from residential areas to community destinations are essential to a livable community. Bonner Springs has a fairly robust collection of pedestrian arterial streets. Filling in the gaps to complete the network and expand connectivity will be a key strategy to elevate the level of service within the community.

Depending on the age of the neighborhood, the status of sidewalks varies within Bonner Springs. Newer neighborhoods and those built before the 1940’s tend to have fairly complete sidewalk systems. This creates a fairly irregular pattern of pedestrian access within the community. While sidewalks in all neighborhoods would create the best pedestrian access, key connections on the arterial routes within the community should be prioritized. The dashed connections shown on the adjacent plan represent key gaps in the pedestrian network. Infilling these sections of sidewalk will provide vital pedestrian connections between residential areas and community destinations. Beyond these primary gaps, a community wide inventory has been conducted by the city to show existing and proposed walks. The inset plan below illustrates the findings of that study for the project focus area.



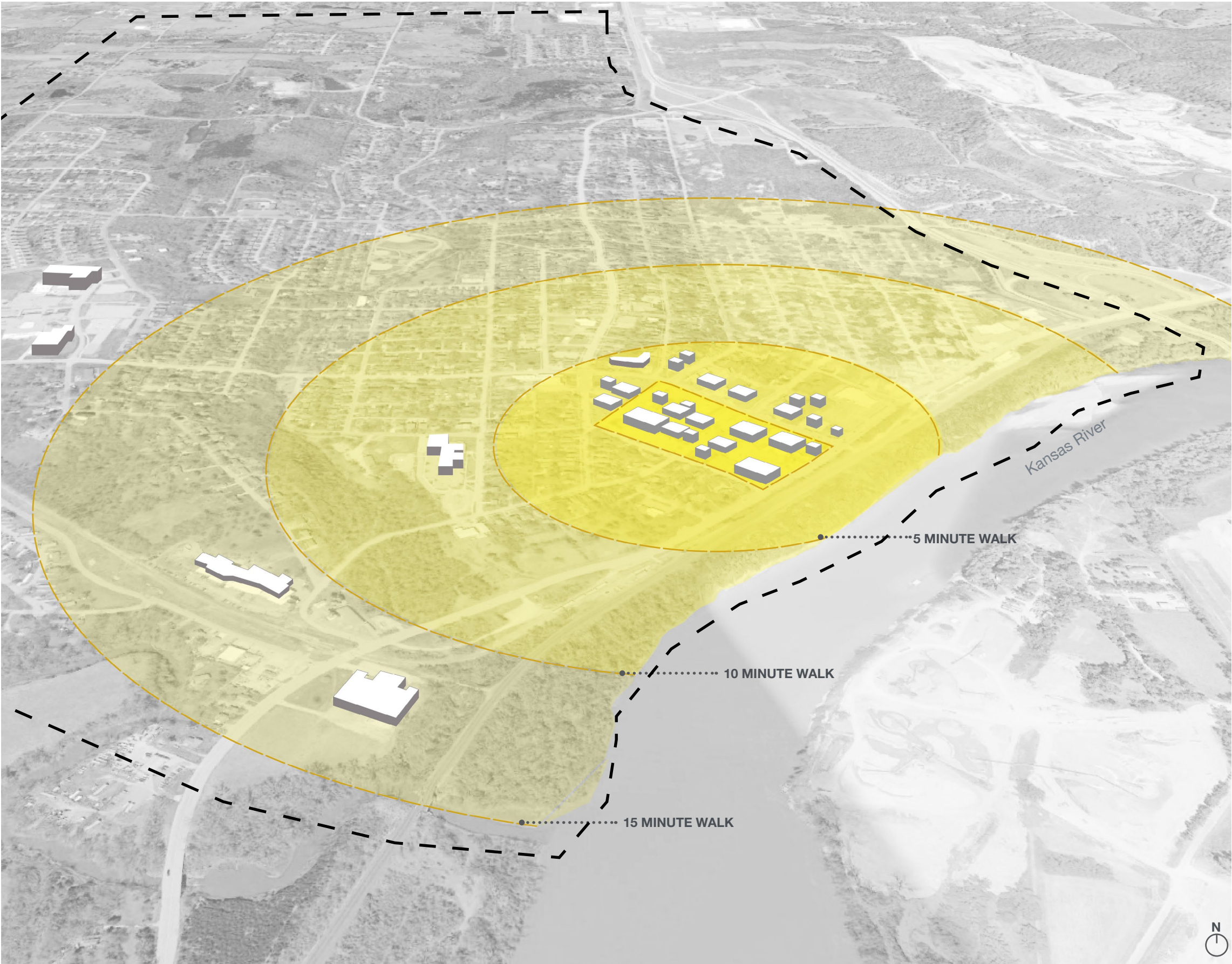
Proposed / Existing Sidewalks



Pedestrian Gap Analysis

WALKING DISTANCES

Walking distances influence the likelihood that residents and visitors will walk or bike to destinations within the community. Focusing on Downtown, we see that a large number of the commercial and civic destinations in Bonner Springs are within a 15 minute walk of downtown. The High school sits just outside of this walking distance. This situates the downtown area as a destination that can serve as a hub of bicycle and pedestrian activity. With proper bicycle and pedestrian infrastructure community members should be more willing to walk or bike within the downtown district and use downtown as a launching off point to visit community destinations such as parks. This high level of walkability also positions downtown Bonner Springs as a future hub for both local and regional trails such as the Metro Green plan.



Walking Distances

PARK TRAILHEADS

Trails connecting community parks and neighborhoods to larger regional trail systems provide recreation opportunities for both residents and visitors. There is s strong network of existing parks in the city of Bonner Springs. Extending the local trail system within the city and connecting it to both the Metro Green trail system and the future river front park are opportunities to increase the level of service for the Bonner Springs community.

Constraints on the riverfront make a direct pedestrian connection to downtown an unlikely outcome. As an alternative a regional trailhead could be developed on the south end of town on existing city property. This location could provide access below the rail corridor without the need for an at grade crossing. This location is contingent of cooperation between the city and local landowners to secure access rights to the river side portion of the rail corridor. This trailhead has the potential to server both local and regional trails creating a destination for cyclists and pedestrians in the KC metro area.

Starting from this new trailhead, a northwestern connection to the Metro Green proposed trail network could be made on city owned land adjacent to the existing rail spur. This land is currently held by the city and has limited rail activity. Close proximity to the commercial development at Front St and S Bluegrass Dr. would provide amenities for trail users on this stretch of the trail system. Connecting to the broader regional trail system this close to downtown Bonner Springs will provide tourism opportunities for through traffic on the trail and those using Bonner as a launching point.



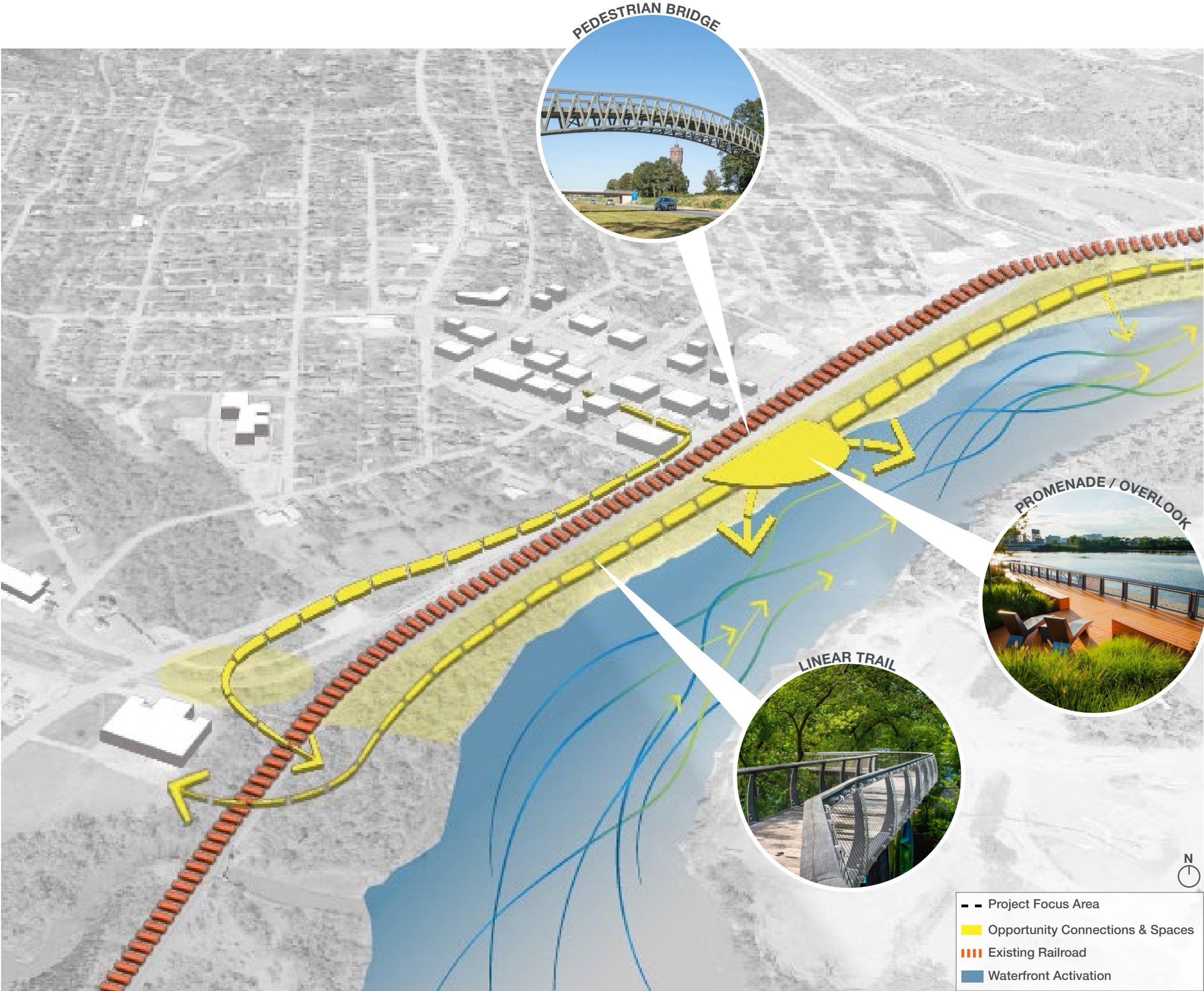
Parks & Trails

RIVERFRONT ACTIVATION

The unique shape and terrain of the Bonner Springs riverfront presents a series of opportunities and constraints in its development potential. The long linear shape and significant grade change present challenges to certain types of development. Linear trails, elevated walks, boardwalks and promenades are well suited to this type of terrain. Adjacent to downtown is the most suitable development area due to the limitations of floodway development found on the south and north ends of the site. Furthermore the central portion of the riverfront has the least amount of slope minimizing the development costs associated with earthwork in this location. Significant tree coverage along the extents of the riverfront lends the site to a low impact development approach. Viewsheds and moments of impact should be embraced while the natural forested condition of the riverfront is largely maintained to minimize environmental impacts on the site.

The location of the riverfront on the outside bend of the Kansas River makes stabilization an important aspect of development. Maintaining tree coverage in this area will help to naturally stabilize the site. Access has been discussed in previous diagrams but is generally limited to the south end of the site due to rail access limitations. This is not without its own unique constraints as the southern portion of the site will need to be accessed through private land requiring easement agreements in order to establish this connection.

Jurisdiction of the riverfront will fall in tow primary camps. The Union Pacific Railroad and the United States Army Corps of Engineers. As permitting agencies, these entities will need to be engaged during the design, permitting and implementation phases of the project.



Riverfront Activation

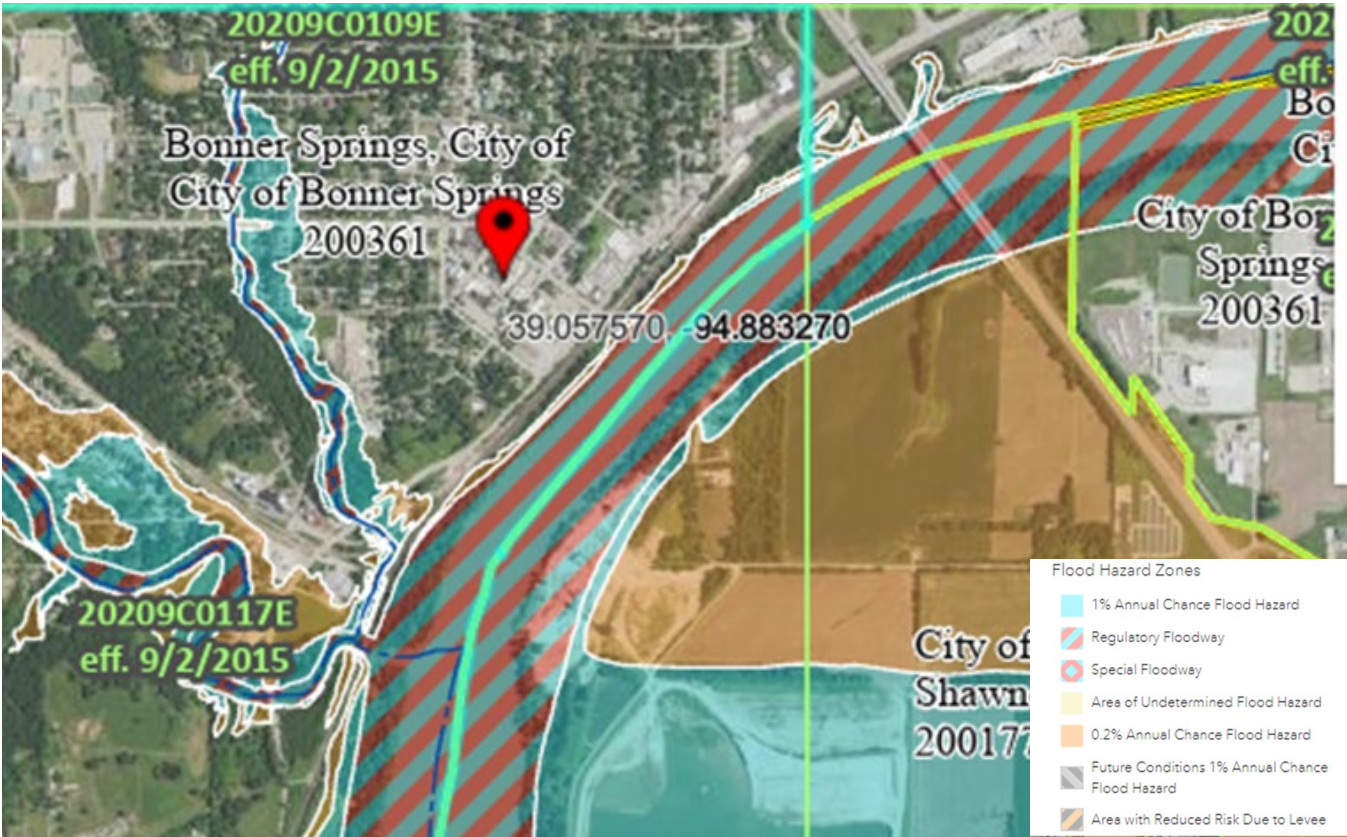
RIVERFRONT CONSIDERATIONS

For the consideration of a riverfront park along the Kansas River, extensive analysis is necessary due to the proximity of the floodway to the proposed trail. Major considerations for the riverfront trail include tree clearing, levees, wetlands, critical wildlife habitat, railroad setbacks and negotiations, and land acquisition. Please see the list of key considerations below:

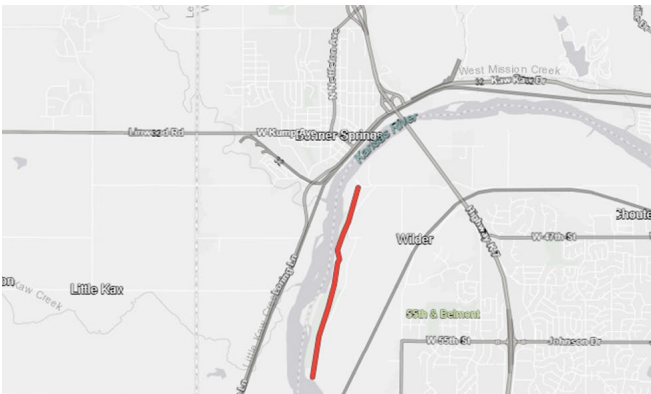
- 1. It should be desired to build the trail at a level above ordinary high water or a large storm event to avoid flooding and damaging the trail infrastructure.
- 2. Foundation elements of the trail will likely need to be deep and oversized to provide protection against river scour and potential river migration. This should be taken into consideration in the project schedule and budget.
- 3. Coordination with hydraulic modeling using the official regulatory model is imperative to ensure adherence to FEMA and KSDA/local stipulations during the design phase.
- 4. Constructing a structure within the floodway below the 100-year water surface would likely cause a rise, requiring a Conditional Letter of Map Revisions (CLMR) or Letter of Map Revisions (LOMR). It's crucial to account for these map revisions in project schedules, given the potential complexity and duration of the process.
- 5. In contrary, designing the structure away from the floodway and elevating it above the 100-year water surface elevation (WSE) would simplify compliance with floodplain and floodway requirements.
- 6. If any tree clearing is needed, which is likely, timing and coordination will be required for compliance with the Migratory Bird Act.
- 7. There doesn't appear to be any federal levees on this side of the river, so USACE 408

permitting shouldn't be required. Verify no other levees or flood control structures are in the area prior/during design.

- 8. There are likely wetlands in the proposed project area. A wetlands biologist would need to do a detailed site review to categorize wetlands in the area in the early stages of the design to minimize potential impacts. Any impacts to over 0.1 acres of wetlands would require a USACE 404 permit which will impact timeline of the project. Large wetlands impacts could trigger an individual permit over a nationwide permit, which would be costly and time consuming.
- 9. There doesn't appear to be any critical habitat in the area for threatened and endangered species. However, the area should be verified by biologist during design/permitting stages.
- 10. Right-of-way discussions/acquisitions can take upwards of years with the railroad. Consider the process when scheduling the project.
- 11. The trail identified under the railroad at the southern end of the park will likely be difficult to keep dry and the railroad may be resistant to interruption in their traffic for construction.
- 12. In general, railroads are hesitant to add at-grade crossings due to safety concerns, therefore it may be challenging to get an at-grade crossing approved at the overlook.
- 13. A pedestrian bridge over the railroad may be a more feasible alternative as long as horizontal and vertical clearance envelopes over the railroad met. Structures will have a larger footprint due to the large setbacks required by the railroad.
- 14. ADA accessibility requirements for a pedestrian bridge would be required. A spiral ramp may be a feasible solution due to the horizontal and vertical constraints.



FEMA Map



DOWNTOWN ANALYSIS

Downtown Bonner Springs is has a vibrant core. The intersection of 2nd and Oak Streets is an anchor that creates an inviting walkable downtown. Continued development of this identity throughout the downtown district will ensure the vibrancy that comes with walkable and bikable places is maintained.

The development of a new farmers market will bolster the existing public open space in the heart of the city bringing visitors to the space with regularity. It is important to ensure that bicycle and pedestrian access is maintained to these core amenities and the surrounding community. Establishment of brand identity is an important aspect of placemaking in a downtown district. Elements of the identity are currently in place in the downtown district in the form of uniform streetlights, signage and pedestrian amenities. It is recommended that a city standard be established for the streetscape in downtown. These standards should be applied as development is implemented in order to grow the identity of downtown and strengthen the sense of place.

Establishment of connections to the commercial districts to the west and the future riverfront park will strengthen the identity and impact of downtown Bonner Springs and provide a diversity of attractions within the city core.



Bonner Springs Downtown Core

OVERALL ANALYSIS

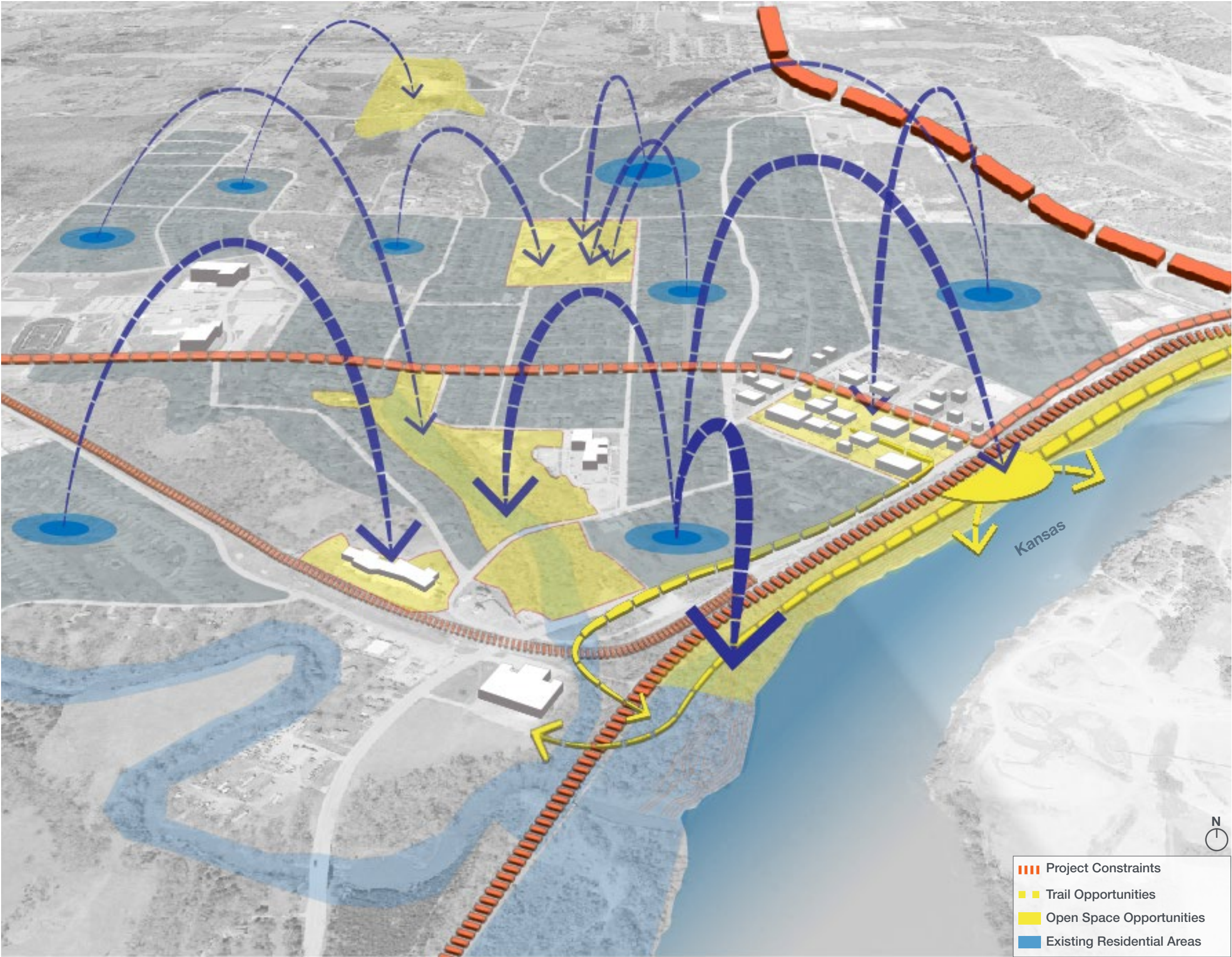
Primary take-aways from the inventory and analysis phase of study are as follows.

Circulation: Pedestrian and bicycle connections should be established on gaps along primary arterial routes in order to facilitate access to the downtown area and riverfront from the surrounding residential districts.

Parks, Greenways and Trails: A unique opportunity exists to provide local recreation value through the extension of the Bonner Springs trail system between the existing parks in the city. Additionally, the city is positioned to connect to the broader regional trail system through the completion of greenway trails leveraging Bonner Springs parks as trailheads. Downtown Bonner Springs is positioned as a regional hub for the future of the Metro Green trail system if strong connections are established to the planned trail routes.

Riverfront Park: The proposed riverfront park location has a number of limiting factors associated with development. However, if the design of the park responds to these elements the opportunity exists to create a unique and vibrant riverfront amenity that can serve as a regional destination in the KC Metro area.

Downtown Bonner Springs: The heart of Bonner Springs is strong and vibrant. The addition of a new farmer market and the continued development of the downtown area will serve to strengthen this core. It is important to facilitate this identity through bikable and walkable design, wayfinding, and branding.



Overall Analysis



04 Ideation

Ideation

KEY DRIVERS OF CHANGE

The Ideation phase is where the opportunities and constraints identified in the first two phases are combined with the project goals and objects, stakeholder input and professional design services in order to develop conceptual solutions for the project area. This is the initial phase of the Recommendations scope identified for the project.

The key drivers that were identified during the inventory and analysis phase were:

- Determine a location and the desirable programming for a Riverfront Park
- Determine a location and logistics for a Riverfront Trail
- Determine how the proposed Riverfront Park and trail tie into other future trails in the area
- Determine how the downtown area can be improved

These key drivers of change are important because they are identifying future key connections, park locations, and downtown improvements for the City of Bonner Springs. The remainder of this chapter will encompass further exploration of these four key drivers, input from traffic and civil engineers, the railroad and feedback from the Steering Committee and Stakeholder Committee.



Trail Connections



Riverfront Trail



Riverfront Park



Downtown

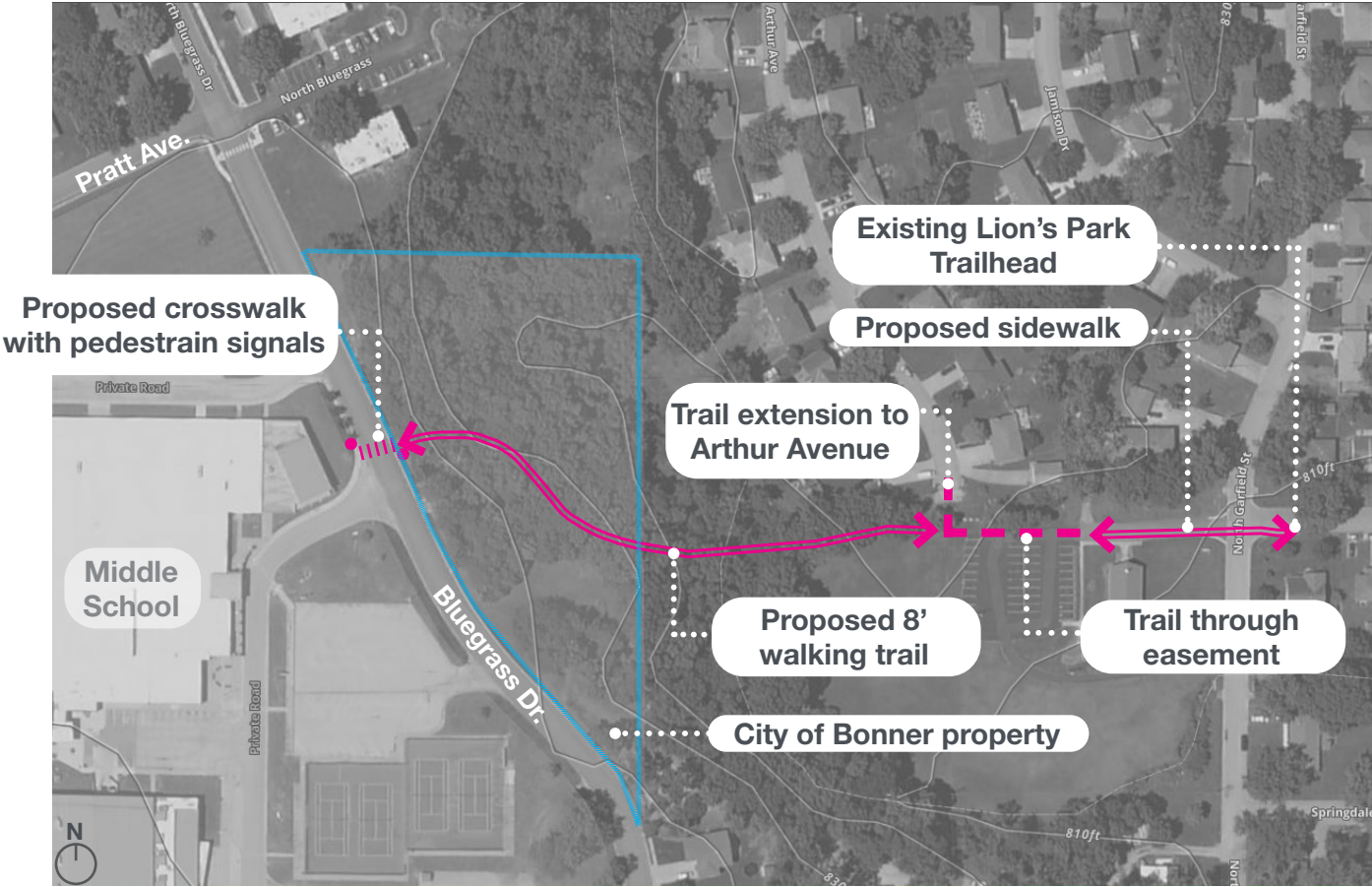
TRAILS IDEATION

One goal of the Downtown Masterplan is to provide a comprehensive trails map connecting all previous report as well as additional recommendations. The map to the right gives an overview of how the existing, in progress, and proposed or future trails overlap. Additionally, this report is proposing two new trails: the ‘Bluegrass Trail’ and the ‘Riverfront Trail.’

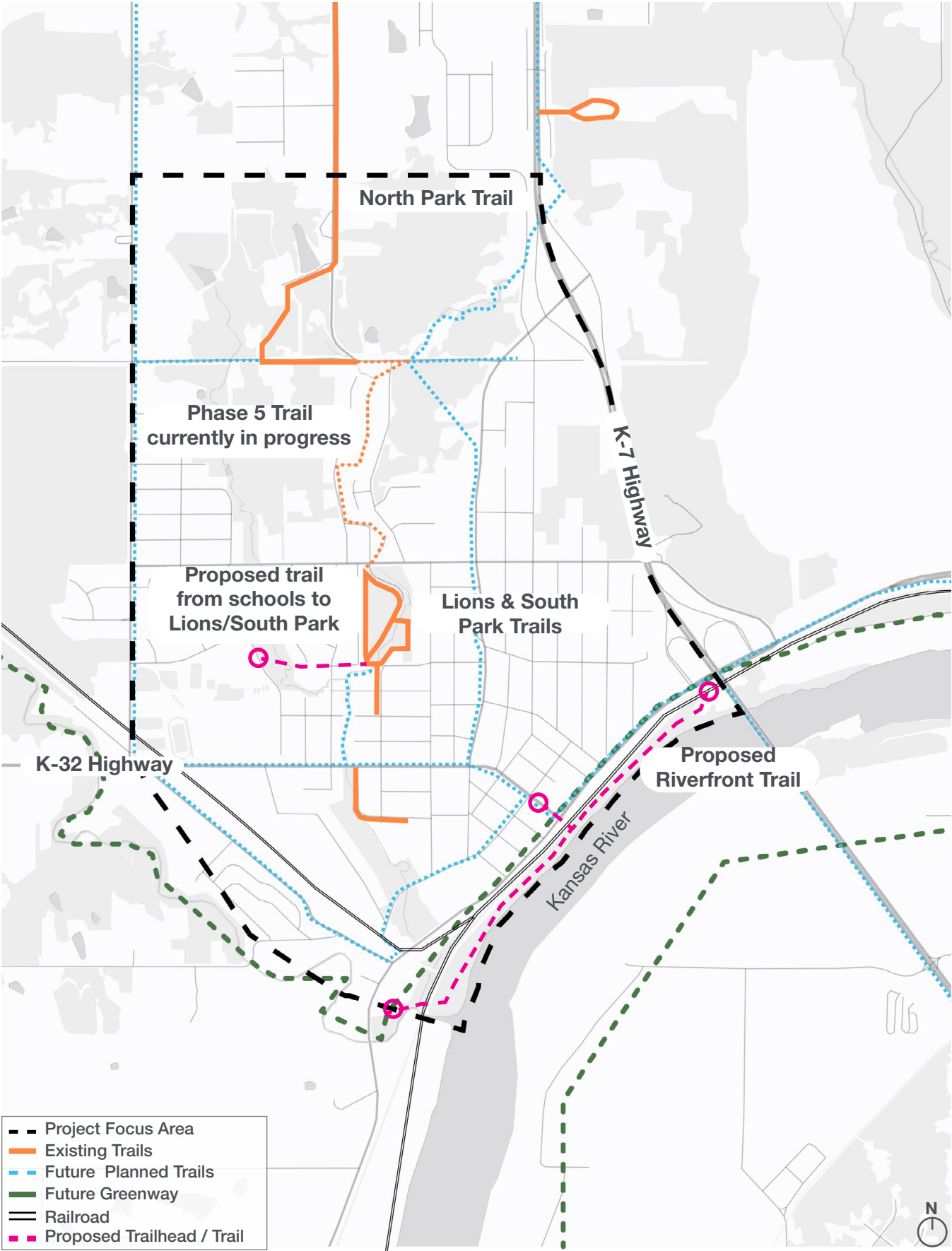
The ‘Bluegrass Trail’ surfaced when the Steering Committee identified a gap in getting students from the Middle School and High School to the adjacent neighborhood to the East. When completing site inventory and analysis within this location it was found that a new crossing at the entrance of the Middle School is best suited for the trailhead. A new crosswalk and pedestrian signal would be required. It was also found that the City of Bonner owns the land adjacent to the Middle School further proving this area

as optimal for the trail. It is recommended that this trail would be an 8’ concrete wide path, to provide room for pedestrians and bikes, with some kind of pedestrian lighting for students or the community walking from the schools to the neighborhood during early mornings or evenings. Other considerations for the trail is that half of the trail would be running through an easement adjacent to the Church of the Living God so there may need to be coordination with that entity. Lastly, it is proposed that the trail is extended north to meet with Arthur Avenue in addition to a new proposed sidewalk along Pratt Avenue to safely connect the ‘Bluegrass Trail’ to the existing Lion’s Park Trail.

The proposed ‘Riverfront Trail’ will be described in depth later in the chapter. Please refer to page 108 - 109 for more information.



Proposed ‘Bluegrass’ Trail from Schools to Neighborhood

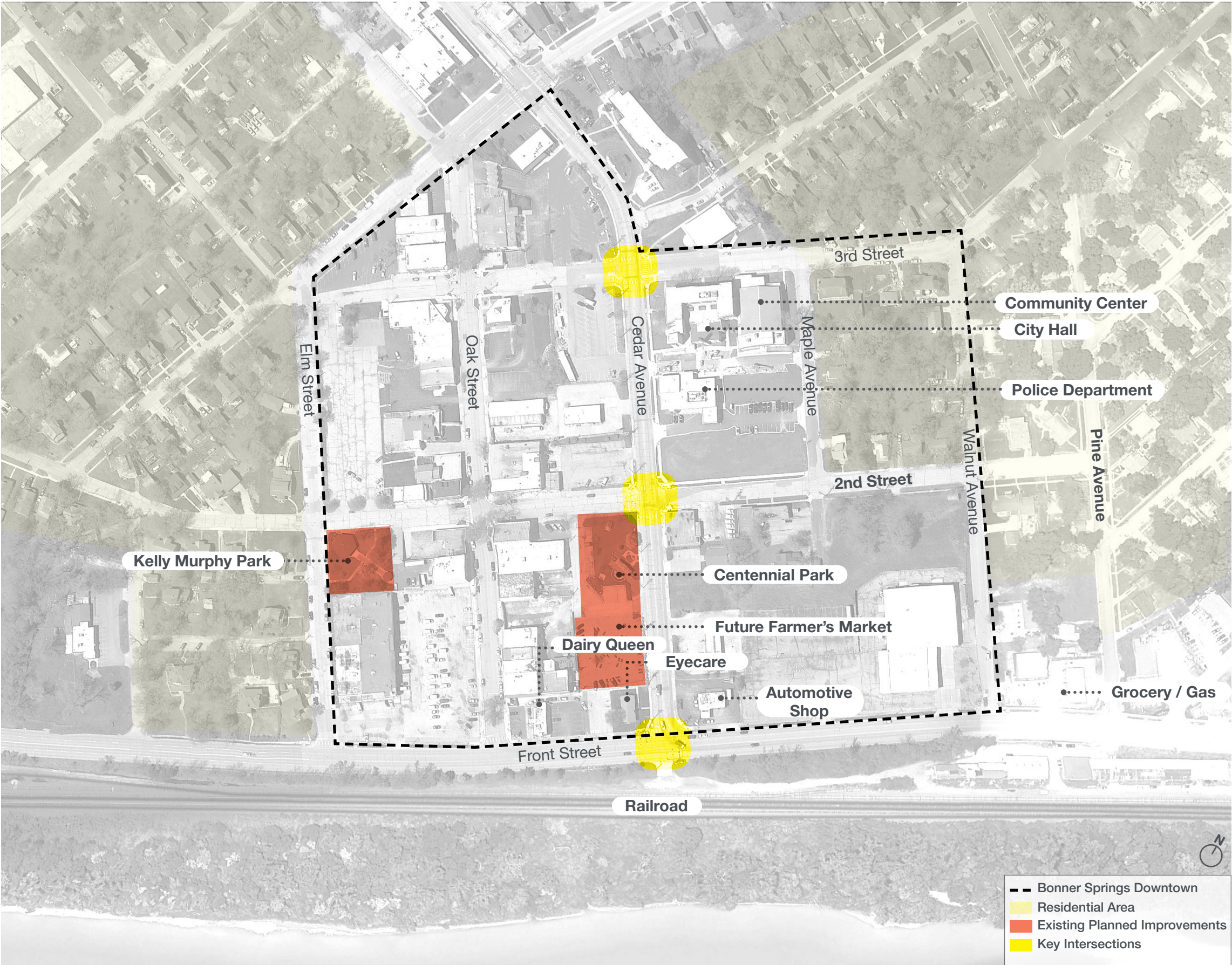


Trails Connections

**DOWNTOWN IDEATION:
EXISTING CONITIONS**

The existing downtown currently has a variety of parks and businesses important to the community. Along Front Street are primarily restaurants, automotive shops, and a grocery store whereas the core contains small businesses such as a hair salon, funeral home, restaurants and cafes, boutiques, home goods stores, banks, and the City’s municipality buildings.

Currently, Oak Street is successful in providing a pedestrian friendly street with street parking, trees, sidewalk infrastructure, safe intersections and even gateway trees at each end of the street. Although strategic infill of pedestrian amenities and further streetscape development should be evaluated in the future, the balance of the architectural facades and pedestrian scale should be extended within the downtown area.



Downtown Existing Plan

**DOWNTOWN IDEATION:
PARKING STUDY**

A brief parking analysis within the downtown area was completed to reveal how much parking is provided currently within the downtown area. Below are the approximate total counts of parking stalls by category:

- **Total Parking Stalls on City owned property** = 305 parking stalls
- **Total Parking Stalls on private property** = 249 parking stalls
- **Total Street Parking in downtown** = 122 parking stalls
- **Total Parking in Downtown** = 676 parking stalls (427 without non-City owned properties)

In conclusion, this study shows that the downtown parking counts are appropriate for current need. However, with future development, the number of surface lot parking stalls would be reduced due to building infill and growth and likely require additional parking. As the downtown develops, an additional parking study will be necessary.



Downtown Parking Study

DOWNTOWN IDEATION:
RECOMMENDATIONS PLAN

Although the downtown is very walkable and has sidewalk infrasture throughout, implementing the success of Oak Street throughout all of downtown is recommended. The list below represents the recommendations for the downtown area:

- **Elm Street:** Provide new crossings and sidewalks at the corner of Elm and 3rd Street as well as provide street parking
- **Oak Street:** Provide consistent lighting, trash receptacles, benches, and wayfinding
- **Cedar Ave:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to providing street parking adjacent to Centennial Park and a gateway at the intersection of Cedar and Front Street.
- **Maple Ave:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to new sidewalks along both sides of the street.
- **Walnut Ave:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to new sidewalks along both sides of the street.
- **2nd Street:** Provide consistent lighting, trash receptacles, benches, and wayfinding
- **3rd Street:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to sidewalks at both ends of the road.
- **Front Street:** Incorporate standard furnishings, right-size the street, and make more pedestrian friendly.
- **Sidewalk Cafes:** There are three identified locations where sidewalk cafes could be further implemented.



Downtown Recommendations Plan

FRONT STREET IDEATION

Front Street ties together many activities. Vehicular circulation from the neighborhoods into downtown and to Highway 7 and Highway 32. Front Street is also planned to run parallel to the future Metro Green Trail which will bring more pedestrian users into Bonner Springs Downtown. Because Front Street is and will continue to be an arterial road for both vehicles and pedestrians, the master plan recommends several improvements to make the street more comfortable for all users as well as improve the downtown frontage.

The diagrams to the right show four primary recommendations for Front Street - improved circulation and crossings, tree canopy and site furnishings rhythm, right sizing the streetscape in front of the downtown area, and creating a new gateway feature to the downtown.

Streetscape Right Sized

Today Front Street is classified as a “minor arterial road” with speed limits of 30 MPH and is four lanes. It is proposed that the section of Front Street from the west side of Highway 7 to Santa Fe Road be right sized from four lanes to two to three lanes in order to keep traffic slow and provide the pedestrian with a more comfortable experience. An important consideration regarding project schedule and budget is that a traffic study and coordination with KDOT would be required for this endeavor.

Improved Circulation and Crossings

It is desired to create a more pedestrian friendly complete street model for a section of Front Street as it is a part of the planned Metro Green network and bike trail. It is recommended that the northern lane removed would become a widened 12’ dual purpose sidewalk for people and bikes with a wide landscape buffer. Please see perspective on page 75. In result of the curb line shifting, a creative solution or new crossings at intersections would be necessary. Additionally, at the corner of Front Street and Cedar Avenue,

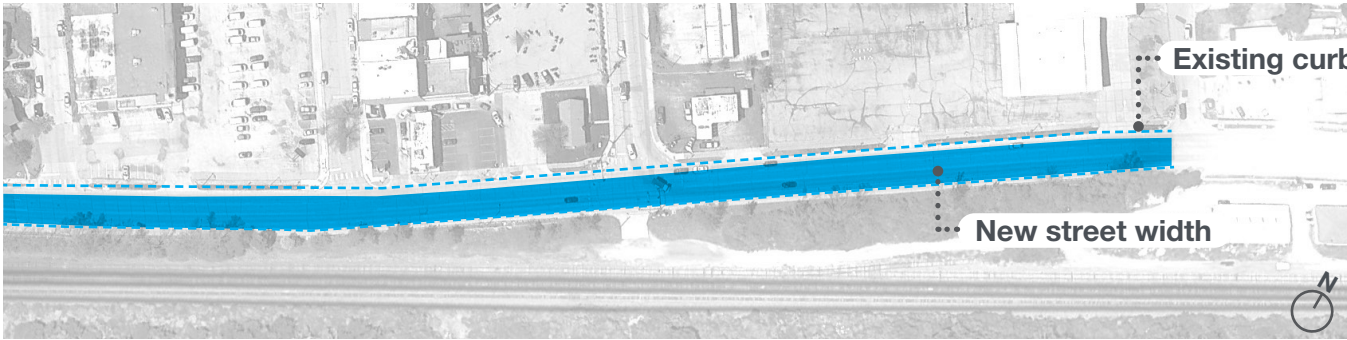
it is proposed to provide a new pedestrian ramp/ elevator to connect people at the street level to the new pedestrian bridge that leads to the Riverfront Trail. It is important to consider how this entity would fit within the streetscape fabric of the intersection with other utilities, pedestrian circulation, and safety.

Tree Canopy + Site Furnishing Rhythm

Layered into the modifications to Front Street as previously mentioned also includes improved landscaping and implementation of consistent site furnishings to unify and create a brand for the City of Bonner Springs. New trees planted every 40’ are proposed along Front Street in the new landscape buffer area to visually provide a sense of place. Trees along the south side of Front Street are planned to be preserved in appropriate locations and new added as necessary. Enhanced landscaping is recommended at key locations such as intersections and seating areas. New site furnishings such as benches, street lights, pedestrian lights, and trash receptacles should also be appropriately spaced along the new street frontage.

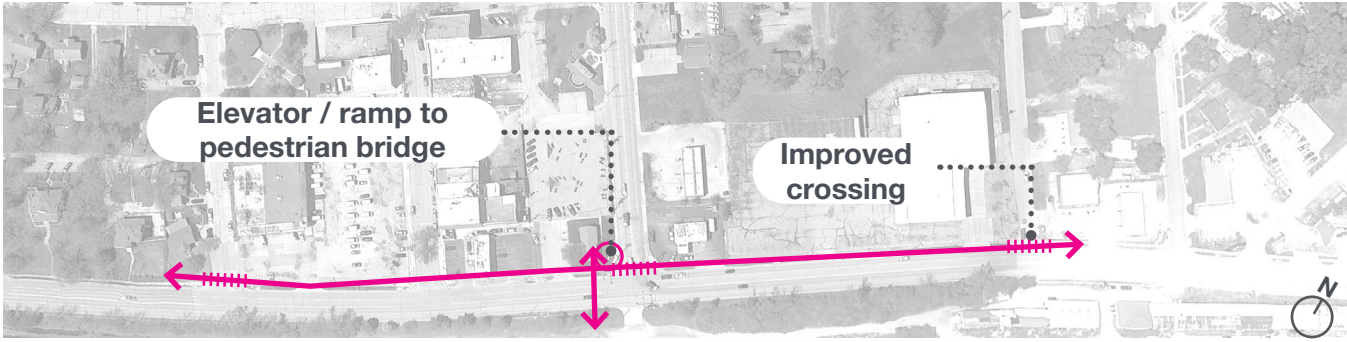
New Trailhead & Gateway

A pedestrian bridge is proposed at the corner of Front Street and Cedar Avenue to connect pedestrians to the proposed Riverfront Trail. Consideration of land acquisitions or sharing agreements may be required depending on the most suitable location for the pedestrian bridge to begin. Another consideration on budget and timeline of the project is working with the Union Pacific Railroad to meet the required height and easement restrictions for the bridge as well as any possible communication needed with KDOT for requirements over Front Street. Additionally, a gateway across Cedar Avenue is proposed to help strengthen the identity of the downtown as well as establish Cedar Avenue as the new primary street of downtown.



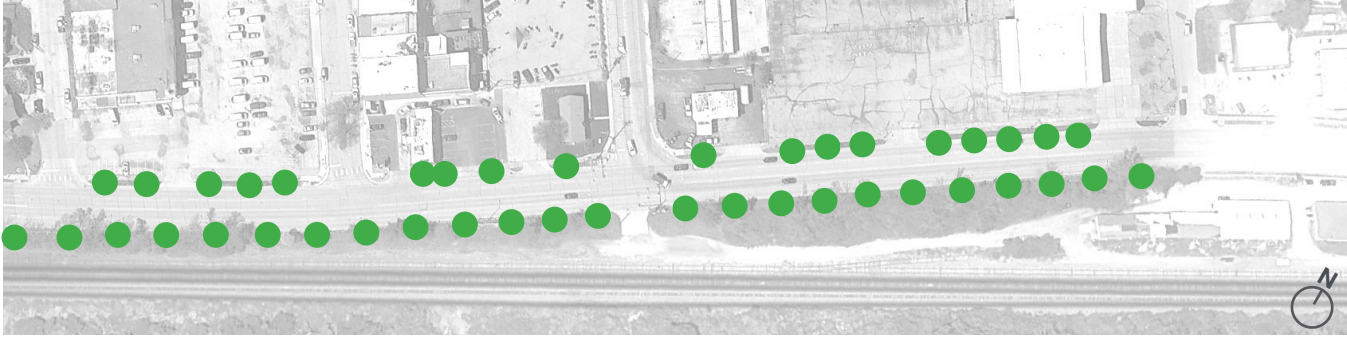
Streetscape Right Sized

Currently, Front Street is only a 30 MPH streets with four lanes. It is proposed that the portion of the street in front of downtown be right sized to slow traffic and provide the pedestrian with a more comfortable experience.



Improved Circulation + Crossings

New sidewalks along Front Street are proposed along with three improved crossings. Additionally, a pedestrian bridge will begin at the corner of Front Street and Cedar Avenue to connect to the Riverfront Trail.



Tree Canopy + Site Furnishing Rhythm

New trees are proposed along Front Street to unify the streetscape. Trees along the south side of Front Street are planned to be preserved in appropriate locations. New site furnishings should also be incorporated along the this area.



New Trailhead & Gateway

A pedestrian bridge is proposed at the corner of Front Street and Cedar Avenue to connect pedestrians to the proposed Riverfront Trail. A gateway feature is proposed across Cedar Avenue to strengthen the downtown identity.

FRONT STREET IDEATION



Front Street - Proposed Street Improvements



Front Street - Proposed Pedestrian Bridge

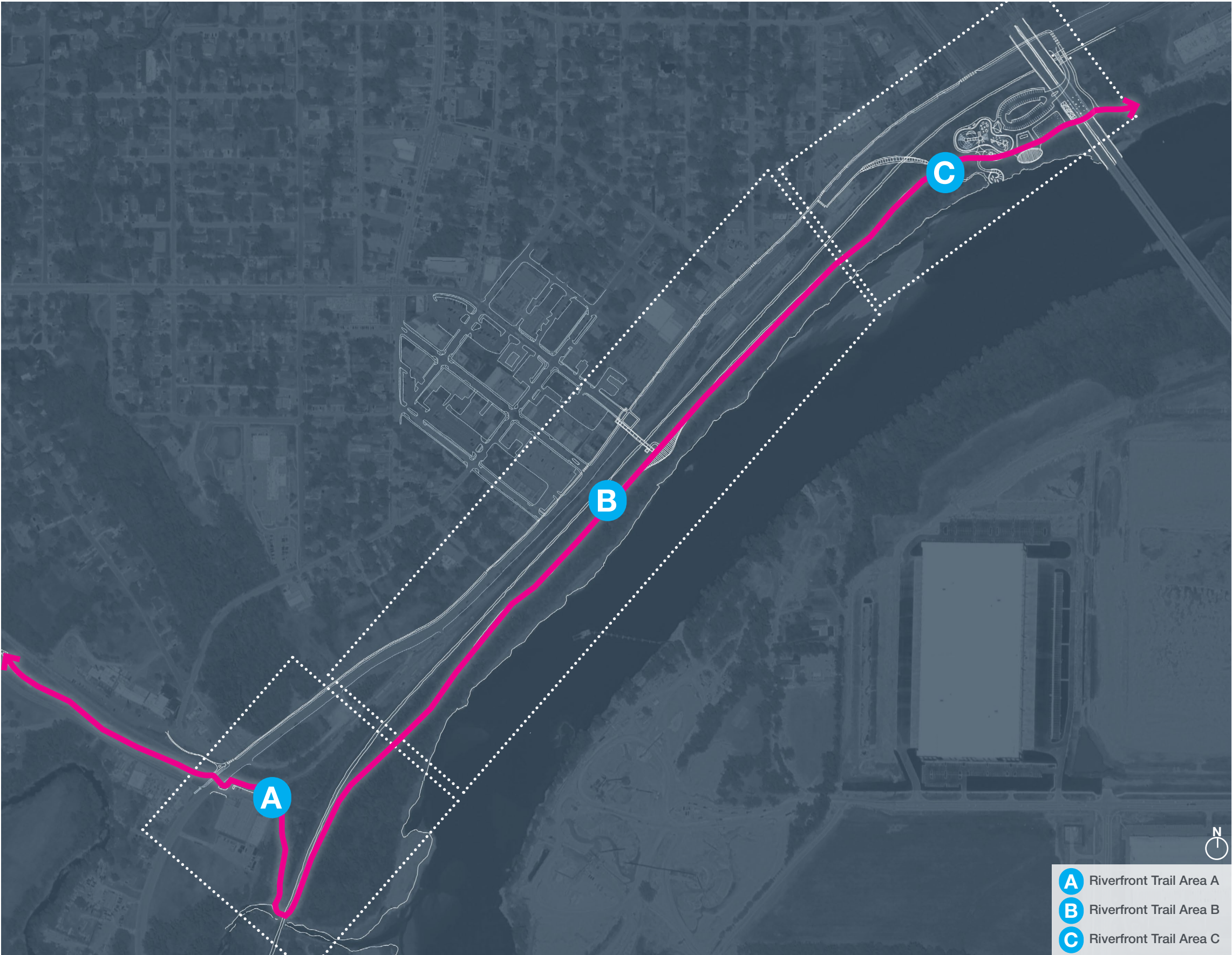


Front Street Recommended Improvements

RIVERFRONT IDEATION:
DRIVING PRINCIPLES OF DESIGN

The logistics, budget, timeline, permitting, and land ownership of the proposed Riverfront Trail were studied and taken into consideration during the design process to help realistically make design moves. The following principles were determined to help reduce potential unexpected setbacks for the proposed design:

- Maximize impact on City owned property
- Light touch on river that embraces natural amenities
- Provide palatable options to railroad in order to facilitate conversations about land use and acquisition
- Flexibility of design to allow components to happen independently of one another



Riverfront Concept Reference Plan

RIVERFRONT IDEATION:
AREA A

In thinking about how the Riverfront Trail can be accessed from the City of Bonner Springs, it is proposed that there would be three points of access: an entry at the west, off the center of downtown, and an entry at the east.

Riverfront Trail Area A will be difficult in controlling the mix of pedestrian and the railway circulation as explained previously, but it is crucial this access comes to fruition as it will not only be used as the west trailhead entry for the proposed Riverfront Trail, it also be a trailhead for the future Metro Green trail that runs parallel to Wolf Creek. Major considerations for Riverfront Area A are as follows:

- Obtaining approval for the under railroad tunnel will require working with multiple entities related to the railroad, Kansas River and Spring Creek. Consider the extended timeline and budget impacts this could have on the project.
- The proposed parking lot will require working with GeoForm International to understand how often and how many people use the the parking lot currently to ensure enough parking stalls remain and are added. It is also important to consider that the parking lot is adjacent to a railroad and setback requirements will need to be followed.
- The 500' of trail from the parking lot to the tunnel will experience water fluctuations as this area is within Spring Creek. It is likely this portion of the trail may need to be raised such as a boardwalk in that area.
- A portion of the trail is on a private land owners property which will require conversations and possible land acquisition which can inflate the timeline and budget of the project.



Riverfront Concept - Area A

RIVERFRONT IDEATION:
AREA A

The design intent for the Riverfront Trail Area A is primarily to create access to the trail with creative, colorful, and fun features that draw users inward.

A - Under Railroad Crossing

Due to the location of the west portion of the Riverfront trail and conflicts with crossing the railroad, it is proposed that the trail tunnel under the railroad. The tunnel itself along with the trail leading into and outward of the tunnel would be designed to continue the colorful and creative feeling of the other parts of the trail.

B - Interactive Sculpture(s)

Along the first 500 feet of trail before passing through the tunnel under the railroad, it is imagined that there could be an interactive sculpture element(s) that appeal to all ages. The feature could be a “larger than life” sculpture created by a local artist, several smaller sculptures that are more integrated into the landscape and are interactive, or even preform an educational function such as showing water level fluctuations of Spring Creek or collects

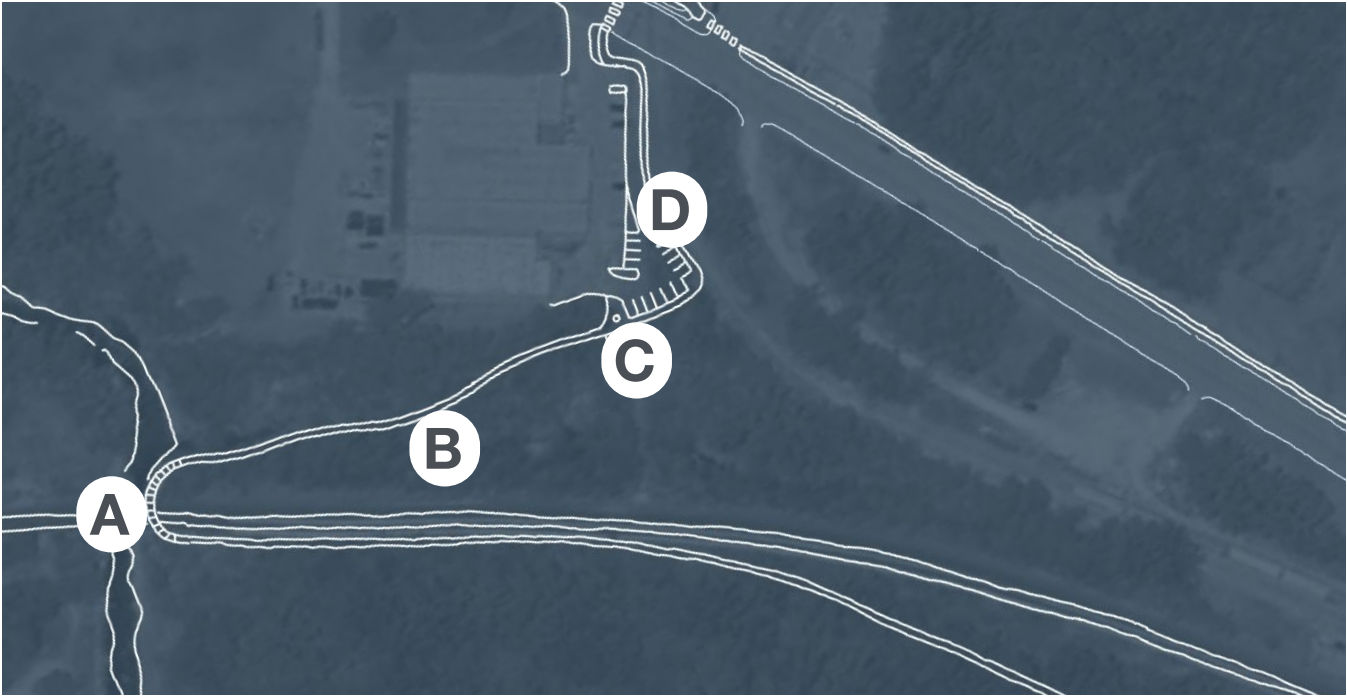
rainwater. The feature could become a local landmark for Bonner Springs.

C - Trailhead Kiosk

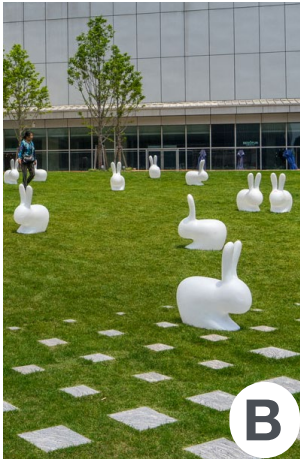
At the trailhead, it is proposed to have a kiosk and gateway with maps, signage, branding, bike racks, and a few seating opportunities. It is recommended the kiosk design be consistent or similar to all three entries of the trail.

D - Trailhead Parking Lot

The access entrance for Area A of the Riverfront Trail utilizes GeoForm International’s parking lot as a thoroughfare with the proposed parking lot being to the south. This trailhead will not only be used as the west trailhead entry for the Riverfront Trail but also be a trailhead for the future Metro Green trail that is planned to run parallel to Wolf Creek so the size of the parking lot should take that into consideration. It is imagined that the parking lot would have a natural look with a gravel base, large boulders and lush native plantings and trees demarcating the lot.



Riverfront Concept - Area A Enlargement



**RIVERFRONT IDEATION:
AREA B**

Area B is proposed to be the central access point to the Riverfront Trail from the downtown core off of Cedar Avenue. Major considerations for Riverfront Area B are as follows:

- It is likely that most patrons utilizing this point of entry to the trail will be walking from within the downtown area so pedestrian safety and comfort should be of high priority in this location.
- Obtaining approval for the spanning pedestrian bridge will require working with multiple entities such as the Union Pacific Railroad and Kansas Department of Transportation (KDOT). Consider the extended timeline and budget impacts this could have on the project.
- The method in which users access the pedestrian bridge, whether it be an elevator, elevator and stairs, or a pedestrian ramp, will need to be studied in terms of projected volume of use currently and for the future as the city grows.
- The maintenance of the pedestrian bridge and elevator / stairs will need to be considered
- It is proposed that the pedestrian bridge be accessed from the corner of Front Street and Cedar Avenue for the shortest span possible but this site is currently not owned by the City of Bonner Springs. Land acquisition or agreement with the current business owner would be required.
- The proposed linear trail is recommended to be elevated for majority of the riverfront in order to reduce the impact on trees, wildlife, ecosystem, and flood zones. Consider budget and time as this type of infrastructure is more expensive.



Riverfront Concept - Area B

RIVERFRONT IDEATION:
AREA B

The design intent for the Riverfront Trail Area B is primarily to bring users from the downtown core and neighborhoods to the riverfront via Cedar Avenue.

A - Pedestrian Bridge Access

Due to conflicts with crossing the railroad, it is proposed that the pedestrian bridge be accessed by either an elevator, elevator and stairs, or a pedestrian ramp. Which method of access will be determined based on size of site the structure would go, maintenance responsibilities, and budget.

B - Pedestrian Bridge

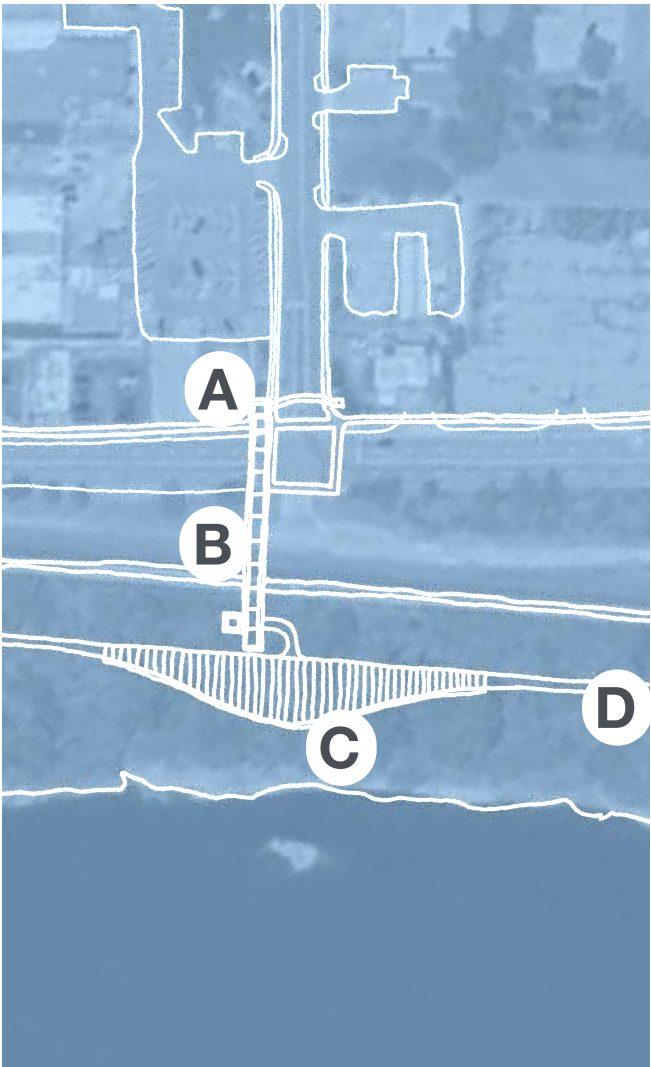
The proposed pedestrian bridge will be required to be highly elevated in order to remain outside of the railroad’s required envelopes. The bridge could be simple and modern or be colorful and artistic. A consideration to keep in mind when thinking about the overall design of the bridge is that it will be over an arterial road with a lot of visibility. The bridge’s overall look and feel should be consistent with other features of the Riverfront Trail and has the opportunity to be a branding element for the City of Bonner Springs.

C - Overlook / Promenade

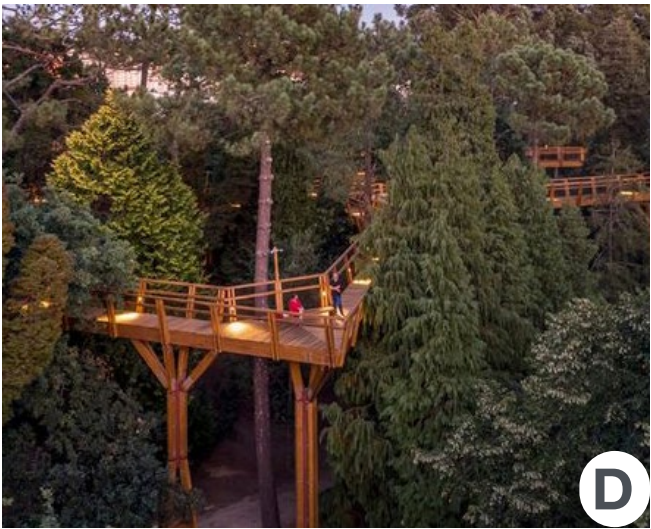
The overlook and promenade is proposed to be at the center of the trail. It is imagine that this space would have the capacity to hold events or larger groups of people and provides a view to the Kansas River. There are many things this space could becomes such as a more standard overlook with a shade element, seating, lighting, and some way to interact with the water, an architectural statement that juts out over the water completely with seating, lighting, and designed ground plane, or even a regionally iconic feature such as a levitating net with a night-life component.

D - Riverfront Trail

As mentioned previously, the majority of the trail will need to be grade separated. This will provide a very fun “tree-top” trail different than any other trails in the area. The trail could be made of several material types such as metal or wood depending on the desire and budget of the project. The trail could also have a more curvilinear or angular form each providing a slightly different experience. It is recommended that along the trail, seating, lighting, and activity “bump outs” are incorporated to draw the user through the trail.



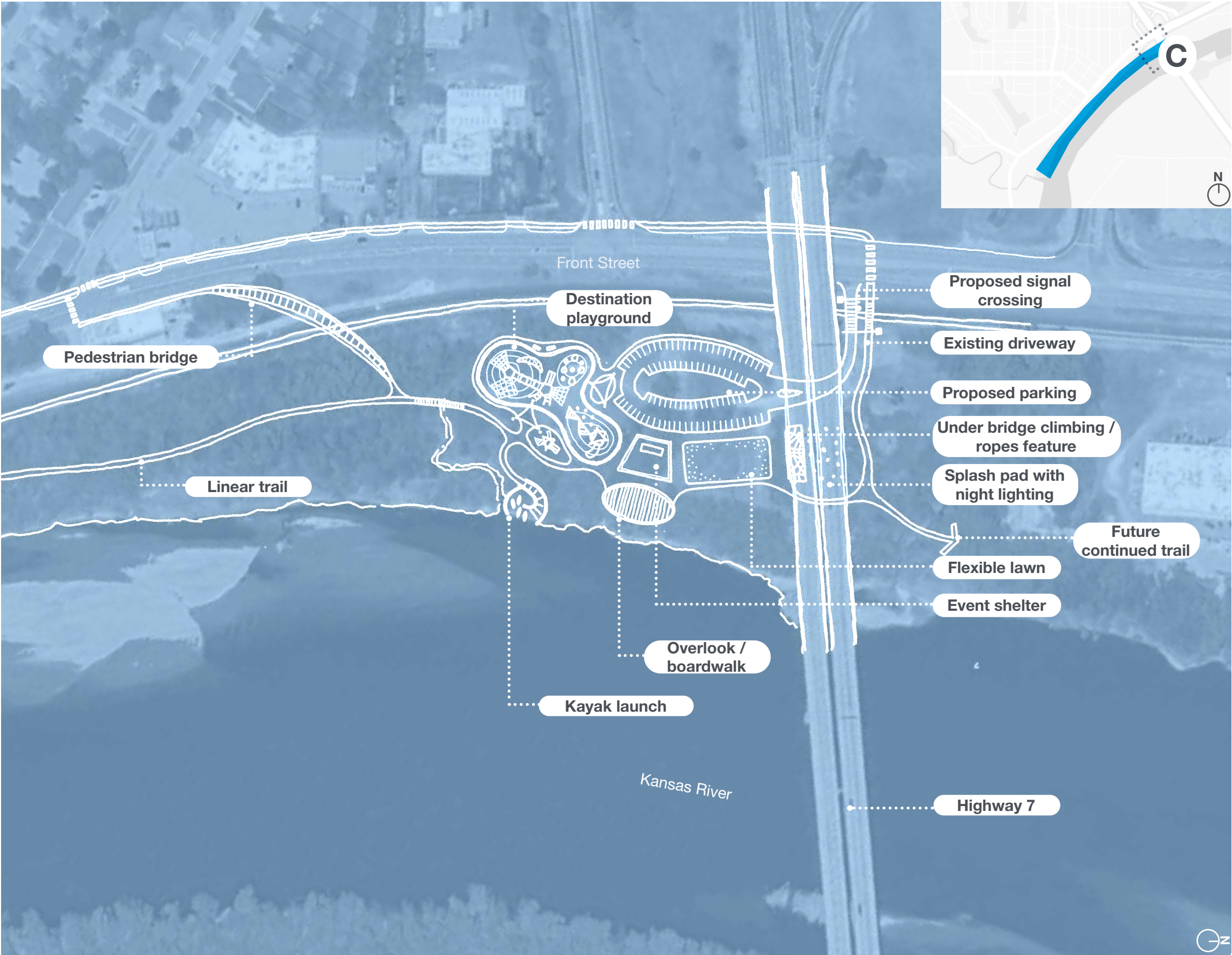
Riverfront Concept - Area B Enlargement



RIVERFRONT IDEATION:
AREA C

Area C is proposed to be the east access point to the Riverfront Trail from the downtown core off of Cedar Avenue. It is also where the proposed Riverfront Park would be located. Major considerations for Riverfront Area C are as follows:

- In order the keep the Riverfront Park component on City owned property along the riverfront, it is proposed that the park replace the existing police shooting range. A secondary site for this use will need to be identified and secured which should be considered for the project’s timeline.
- The Riverfront Park proposed location has will have high visibility from Highway 7. Consider this when thinking about potential programming and design elements to draw users down.
- Obtaining approval for the pedestrian bridge will require working with multiple entities such as the Union Pacific Railroad and Kansas Department of Transportation (KDOT). Consider the extended timeline and budget impacts this could have on the project.
- Today, there is an existing at grade crossing off Front Road and into the parking lot. Obtaining approval from the railroad to create a signalized crossing in this location for the added pedestrian use will need to be considered for the project timeline.
- It is important to consider how this park will be maintained as well as how it it will be secured and monitored.



Riverfront Concept - Area C

RIVERFRONT IDEATION:
AREA C

A - Destination Playground

B - Kayak Launch

C - Overlook Promenade

A multi-use plaza that can be used day to day, for weekend events, or large community events.

D - Shade Structure with Restrooms

A large shade structure is recommended to provide some shade on the site. In addition, restrooms could be integrated on the backside of the structure.

E - Parking Lot

F - Flexible Lawn

This large panel of lawn could serve as a daily picnic or reading spot and in the evenings transform into an active space such as a movie night lawn or community event.

G -Movie Screen / Projections

On the backside of the climbing park, it is proposed that a pop-up screen could transform the space into a movie night, or provide an interactive projection wall.

H - Climbing Park It is proposed that a vertical playground and climbing park be integrated under the Highway 7 bridge. These elements should be colorful and inviting to the community. Maintenance and security of this particular space will need to be considered.

I - Splash park

It is imagined that this splash park could not only provide respite for youth on a hot summer day but also become an active hub on summer evenings! During the winter, the light features still provide a night-life feature.

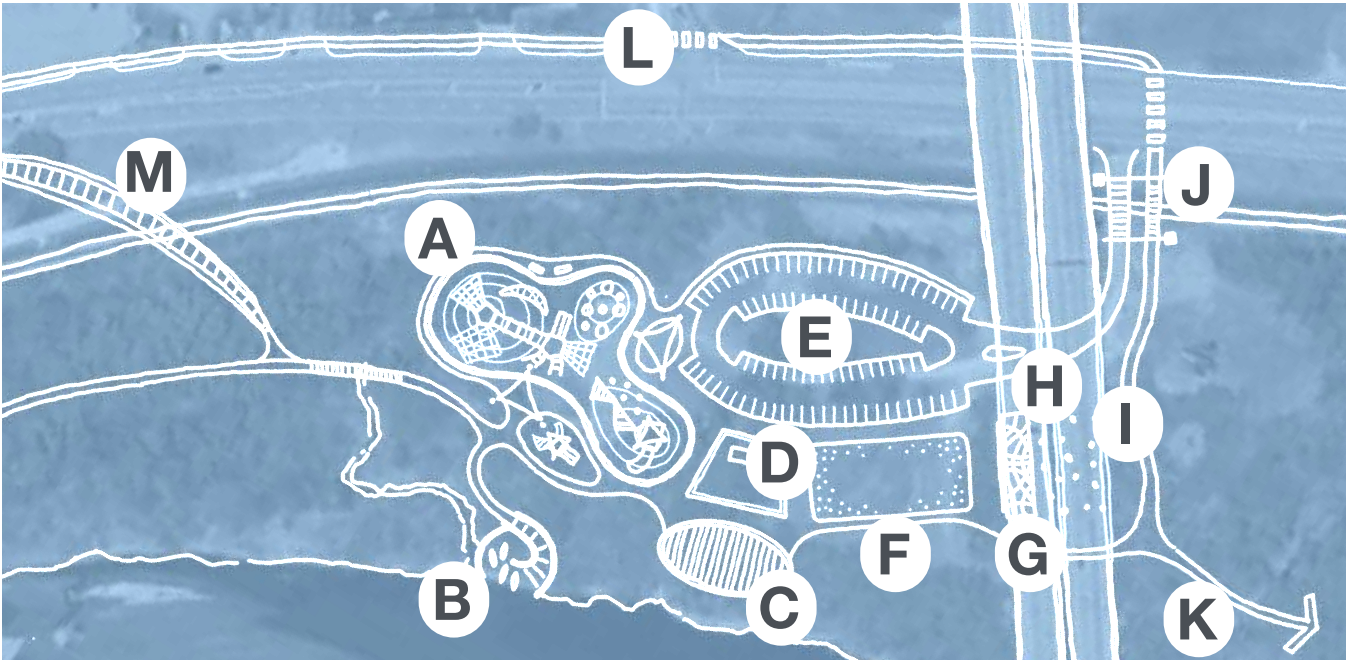
J - Signaled at grade crossing

K - Connection to Future Trail

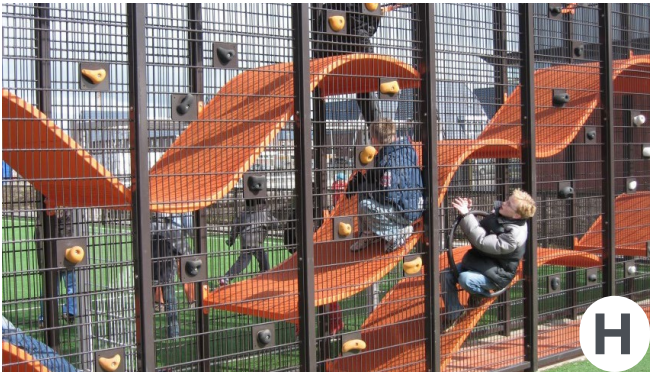
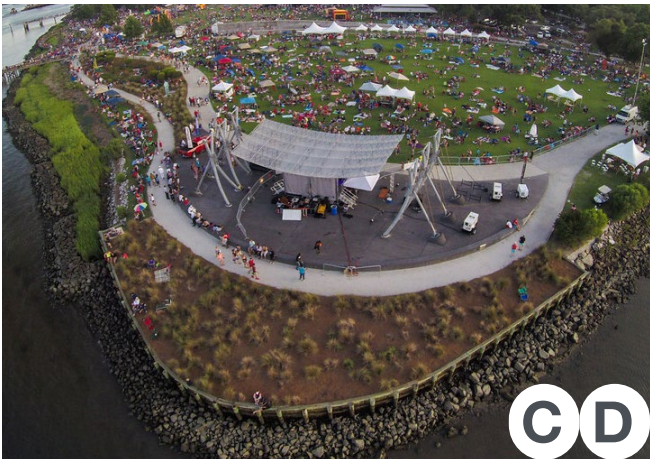
L - Improved Front Street sidewalk

M - Opportunity Pedestrian Bridge

Because there is already an at-grade crossing over the railroad in this location, it is preferred and more budget friendly to direct pedestrian traffic using this route however, an alternative options is to add an additional pedestrian bridge over the railroad to the park.

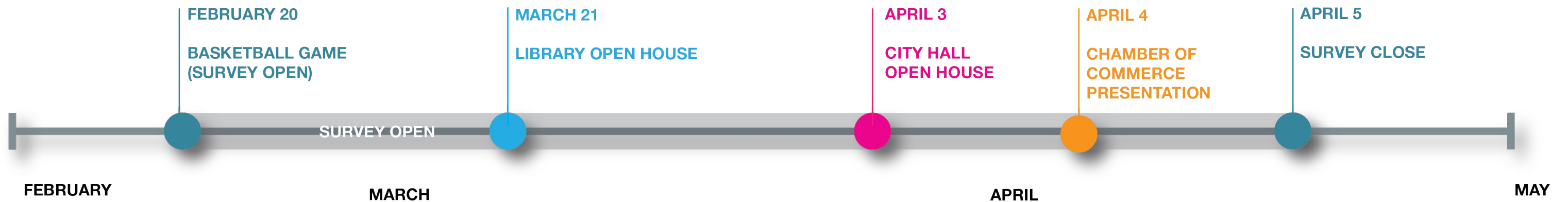


Riverfront Concept - Area C Enlargement





05 Public Engagement



ENGAGEMENT TIMELINE

Following the conceptual ideation, the refinement phase begins. Refinement is heavily influenced by stakeholder and public engagement feedback. Community feedback is used to refine the concept plan for the final vision plan. This process is intricate and combines diverse perspectives into a cohesive framework plan. It involves the examination of insights, suggestions, and concerns expressed by various stakeholders within the community. Community engagement is important because it fosters a sense of ownership and collaboration, ensuring that the final vision plan resonates with the aspirations and needs of the community it serves. Engaged

citizens are more likely to understand and embrace the changes proposed in the master plan, fostering a sense of ownership and responsibility towards their implementation. Moreover, public participation can uncover potential issues and opportunities that professionals might overlook, leading to more innovative and adaptable solutions. Ultimately, a master plan that is shaped by the collective input of the community is more likely to achieve long-term success and resilience.

An adaptive public engagement strategy was leveraged to connect with a large segment of the Bonner Springs Community. In person meetings at a diverse collection of settings in addition to an online digital survey provided numerous opportunities for residents and visitors to engage with the design team. The engagement strategy featured the following events which are outline on the schedule above:

- High school basketball game
- Library
- City Hall
- Chamber of Commerce
- Online survey

ENGAGEMENT STRATEGY

A multi-pronged engagement strategy was leveraged for the Downtown Master Plan. The project was initiated with a Steering Committee of representatives selected by the city to drive the project process. A larger Stakeholder Committee was convened to review initial concepts and provide guidance to the design team based on local perspectives. Once a refined concept was identified through the Steering and Stakeholder Committee process, community engagement events were held to finalize plan elements with community feedback.

PUBLIC ENGAGEMENT

STEERING COMMITTEE MEETINGS

The Steering Committee consisted of representatives from the City of Bonner Springs Government as well as local business owners and residents. The steering committee was the most involved group we gained feedback from throughout the process. We had 5 meetings with the steering committee - one for each phase of the project. Steering Committee members provided feedback to guide the general direction of the plan throughout.

STAKEHOLDER MEETINGS

Incorporating the stakeholder group as an integral part of the master plan enhances its inclusivity and efficacy, fostering a sense of ownership and commitment among those directly affected by its outcomes. By actively involving stakeholders throughout the planning process, from initial ideation to final implementation, their expertise, perspectives, and concerns are integrated into the fabric of the plan and gains advocates who are invested in its success, thereby increasing the likelihood of its seamless execution and long-term sustainability.



DOWNTOWN THEMES

- Leverage consistent furnishings, streetscape and pedestrian amenities to create a sense of place in downtown
- The preference is to retain historical feel of downtown but open to more modern finishes
- Remove overlook feature from downtown for budgetary and logistical reasons
- Think about industrial / historical influence for the gateway feature
- Agreed with proposed street parking, crossings, and sidewalk additions

FRONT STREET THEMES

- A trail connection to businesses near Front Street and Santa Fe Rd from downtown is desirable
- There is a desire to provide bike and pedestrian infrastructure on Front Street
- Front Street pedestrian improvements should be designed to connect to future Metro Green Trails
- Retain 4-lanes on Front Street until after K-32 corridor
- There is a desire for trees however, maintenance, species, utilities, and visibility will need to be considered

RIVERFRONT PARK & TRAILS THEMES

- A destination playground is the most desirable element of the Riverfront Park
- There is a desire to provide riverfront access in some capacity
- Railroad denied the linear trail component due to ROW restrictions
- Riverfront Park may need to be relocated due to brownfield contamination from existing function yet needs to remain on City-owned property
- Relocate kayak launch to opposite creek outlet
- Adjust plan to retain shooting range

PUBLIC ENGAGEMENT

BASKETBALL GAME, CITY HALL, LIBRARY

Hosting community engagement events at the local high school basketball game, city hall and library proved to be a strategic and effective way to connect with a diverse cross-section of the population in Bonner Springs. Between all three events, we were able to interact with approximately 80-100 people. In addition to these 3 events the design team presented the concept at the Chamber of Commerce lunch on April 4th.

Among the ideas that resonated most strongly with attendees was the concept of reinvigorating the character of downtown. Their enthusiasm underscored a shared desire to see Bonner Springs thrive and evolve into a vibrant hub of activity and commerce. We heard many say they felt more restaurants, shopping, and activities are needed in downtown to keep people there for longer periods of time. Many also mentioned that consistent business open times as well as later open times are desired.

Individuals were also excited about the vision for a seamless network of trails linking Bonner Springs to neighboring communities. The idea of Front Street becoming the catalyst for improved connectivity through a greenway was well received and many loved the idea of adding trees for pedestrian comfort.

There was considerable interest and excitement surrounding the proposed Riverfront Park. Attendees shared a myriad of perspectives on how the park could be developed and utilized to maximize its recreational and ecological potential. From family-friendly amenities to nature trails and community events, there was a shared vision for creating a dynamic and inclusive space that celebrates Bonner Springs.



DOWNTOWN THEMES

- Leverage consistent furnishings, streetscape and pedestrian amenities to create a sense of place in downtown
- The preference is to retain historical feel of downtown but open to more modern finishes
- There is a desire for more restaurants, shopping, and activities that provide a night life experience
- A gateway feature is highly desirable
- Improved street parking with bump outs was well recieved
- Excitement for improved and additonal crossing locations

FRONT STREET THEMES

- A trail connection to businesses near Front Street and Santa Fe Rd from downtown is desirable
- There is a desire to provide bike and pedestrian usability on Front Street
- Front Street pedestrian improvements should be designed to connect to future Metro Green Trails
- It is desired for trees to be strategically implemented for pedestrian comfort
- If possible in the future, there is a desire for a riverfront trail

RIVERFRONT PARK & TRAILS THEMES

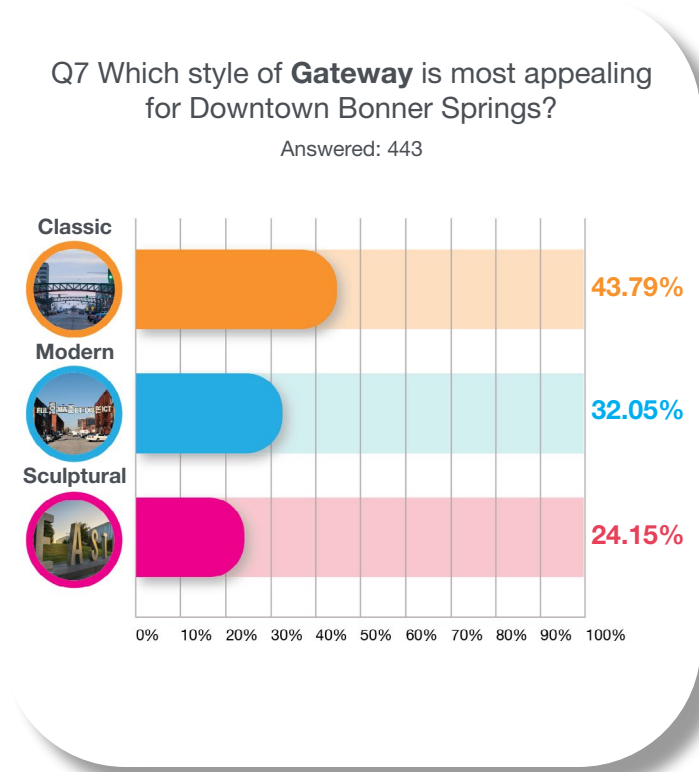
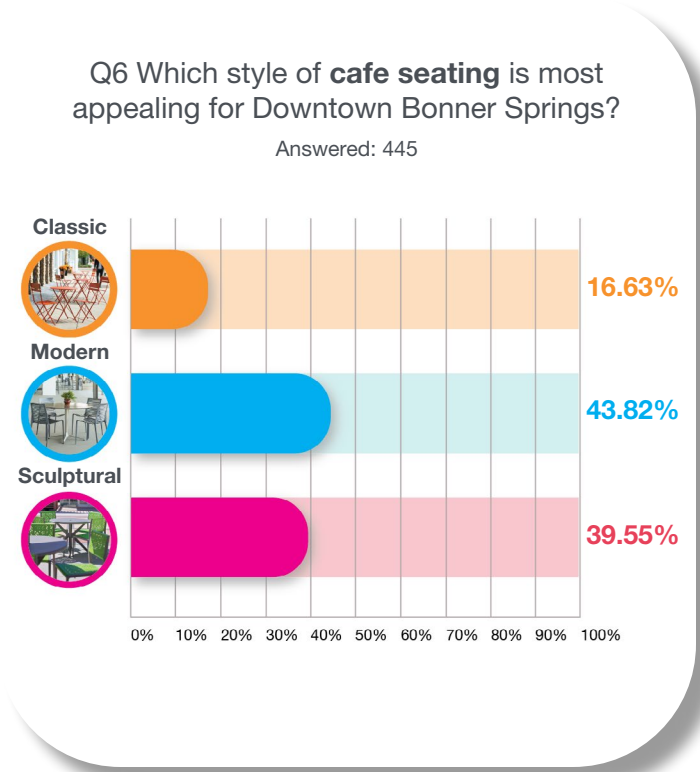
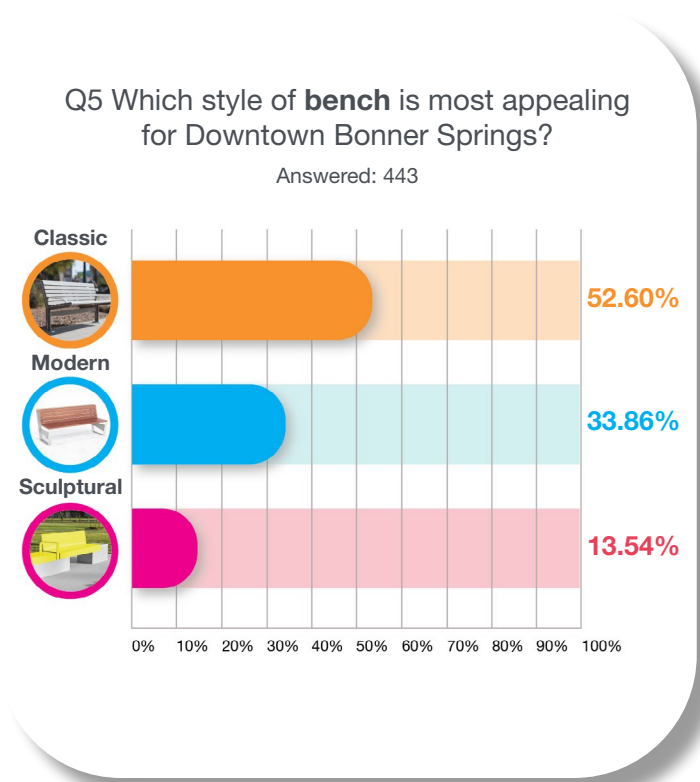
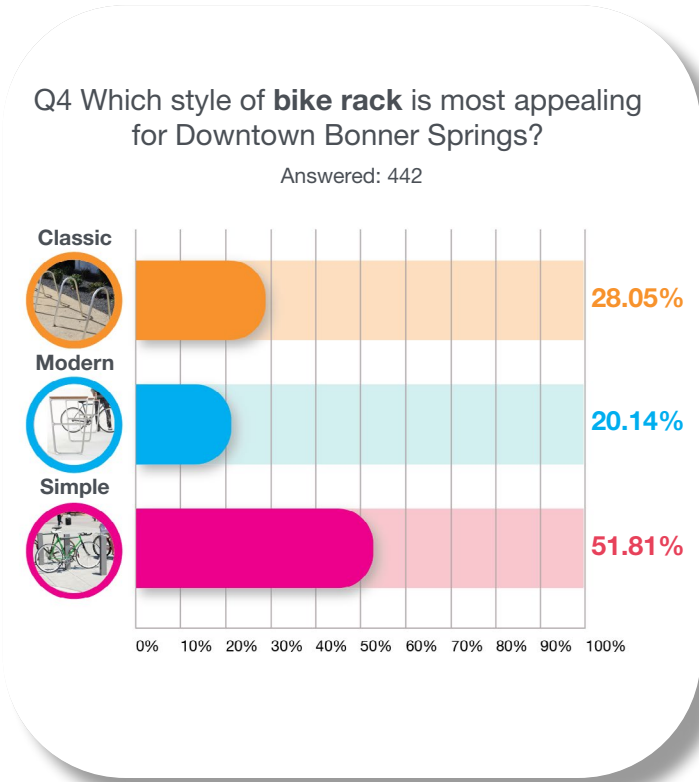
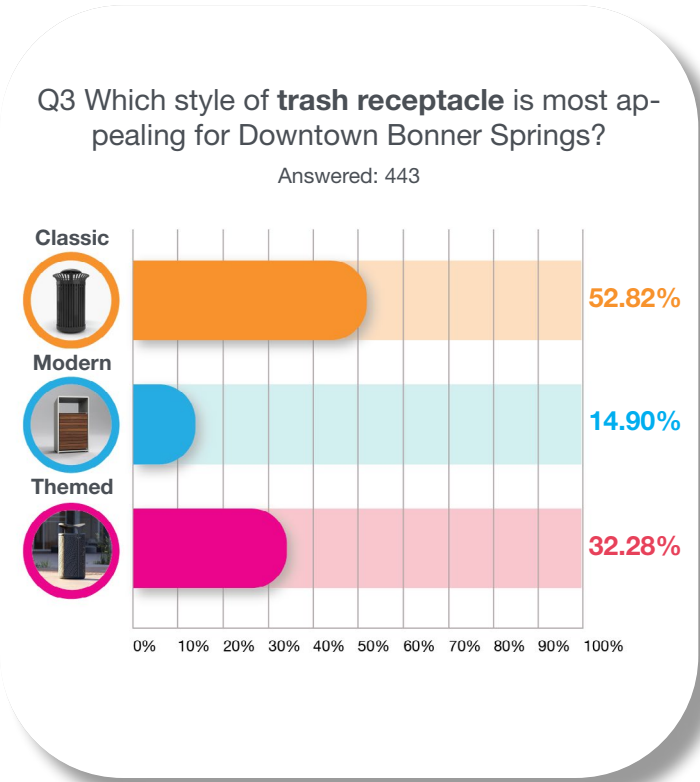
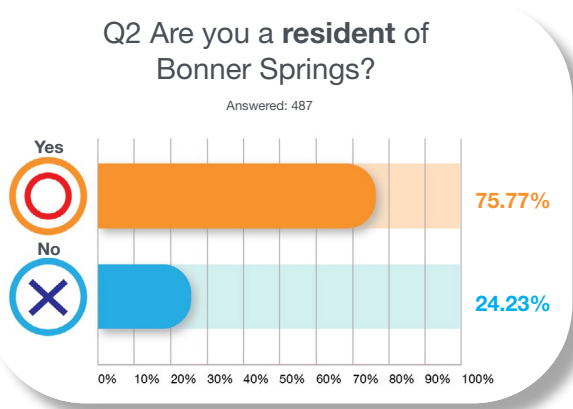
- There is a desire to provide riverfront access in some capacity
- It is desirable to provide adult programming and spaces in addition to kids activities
- Interest in event spaces that are near downtown
- Interest in flexible programable plaza space under bridge
- Some safety concerns regarding crossing K-32, being near the shooting range, and park going under the bridge
- Direct access to the riverfront from downtown was a common sentement. Though UPRR ROW prevents this at present, it should be actively pursued.

PUBLIC ENGAGEMENT

SURVEY RESULTS

In addition to the three community engagement events at the basketball game, city hall, and library, there was a survey that was open from February 20, 2024 to April 5, 2024 or approximately 8 weeks. The survey was very successful in obtaining 487 responses with 75% of those participants living in Bonner Springs. The primary purpose of the survey was to gather feedback on the concepts, establish aesthetic preferences for furnishings in downtown, a gateway feature, and desired programming for the riverfront park. The results of each of those questions are shown on the right and on pages 98 - 109. The full survey results can be found in the appendix.

The general consensus for furnishing styles in downtown are that the community prefers simple and classic styles. This feedback is in sync with the desires of the City wanting to retain a historic downtown. The general consensus for programming at the Riverfront Park is that the community would like to see a river overlook and event shelter followed closely by a playground and flexible lawn.



PUBLIC ENGAGEMENT

SURVEY RESULTS

The written feedback from residents regarding the Bonner Springs Downtown Plan reflects a mix of enthusiasm, concerns, and specific suggestions for improvement. Residents are generally supportive of enhancing the downtown area but express concerns about potential challenges and the need to preserve the town’s unique character.

Key themes include improving existing infrastructure, access to river, parking concerns, connectivity, programming suggestions, and maintaining a unique identity for Bonner springs. The key themes and ideas from the community are shown on page 100-103.

Q8 - Do you have any comments, likes, or concerns about the Downtown Plan?

IMPROVING EXISTING INFRASTRUCTURE

“Will we get new roads, paved parking lots and sidewalks? A lot of the roads and parking lots are in rough shape”

Add play structures to downtown parks – other parks aren’t accessible for all families

Concerns about the impact of an apartment complex at Oak & Front, particularly regarding excessive concrete, obstructed views, and a lack of green space

Worried about higher taxes as a result of the proposed developments

“Please consider investing in current physical infrastructure (sidewalks, parks, etc) before adding items

ACCESS TO RIVER

Developing trails and river access for activities like kayaking, boating, and fishing, as well as connecting the park to other nearby riverfront areas

Riverfront trails

Pedestrian bridge to river

“I like the idea of a riverfront park with trails and river access (kayaks, boats, fishing, etc)”

Desire for riverfront park to be closer to downtown

Utilize existing tunnels

“A trail from Bonner to Edwardsville riverfront park would be amazing”

PARKING

Maintaining ample parking while preserving the appeal of the current downtown area

Challenges related to parking availability during downtown events and the potential exacerbation of the issue with additional businesses and apartments

“Concerned about parking and being able to find a spot to park for food”

“Parking is always a concern when there is any big event happening downtown”

PUBLIC ENGAGEMENT

SURVEY RESULTS

Continuation of Key Themes from community survey (connectivity, programming suggestions, and maintenance of unique identity of Bonner Springs)

Q8 - Do you have any comments, likes, or concerns about the Downtown Plan?

CONNECTIVITY

- Difficulties faced by individuals with disabilities in navigating downtown Bonner Springs due to limited accessibility to buildings
- Desire for Front Street sidewalk to trailer park / west businesses
- Desire for transportation improvements
- In general, community wants more trails / safe spaces to walk
- "I think it would be greate to have marked and named loops in the city"
- "My dog and I walk trails nearly daily but we go to Johnson County often because there aren't enough scenic trails here in Bonner"

PROGRAMMING SUGGESTIONS

- Supporting existing boutiques and shops, and possibly adding cafes with alternative food options
- Add more food attractions that stay open later
- Potential overcrowding of sidewalks if too many elements are added (e.g., benches, chairs, trash receptacles, flower boxes)
- Pickleball
- Grocery store
- Consider dogs
- "I would like to see plantings move toward native plants that benefit our pollinators and butterflies"
- Make sure to include dog pick up stations, water fountains, and trash cans

MAINTAIN UNIQUE IDENTITY OF BONNER SPRINGS

- Requests to ensure that any new elements added to the downtown area complement each other and support a cohesive vision for the community
- Make sure gate-way fits into Bonner Springs identity – limestone, sunflower theme of the City, metal, reference the "industrial" theme
- "I want to keep a small town feel"
- "Don't lose boutiques and shops that exist"
- "It is nice to have a balance of paying tribte to the past while still showing that Bonner is a vibrant place to be with updated things"

PUBLIC ENGAGEMENT

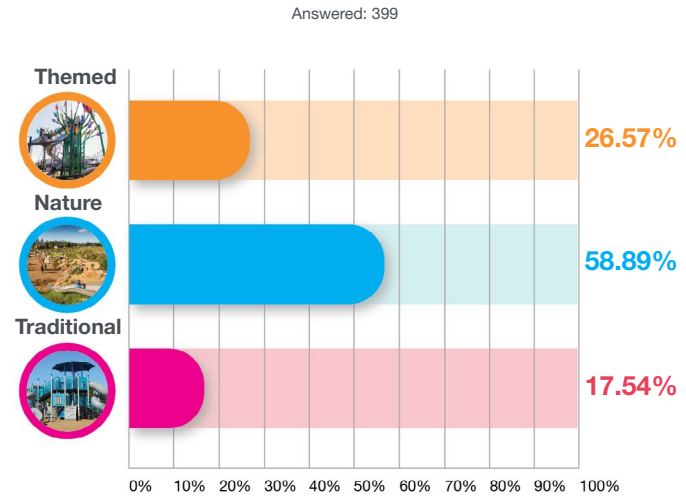
SURVEY RESULTS

Residents of the community have enthusiastically embraced the proposal for a new riverfront park, drawn to its array of enticing features. Chief among these is the inclusion of a kayak launch, offering residents the opportunity to explore the waterways and engage in outdoor activities. The prospect of a destination playground has also garnered favor, ensuring inclusivity for all members of the community.

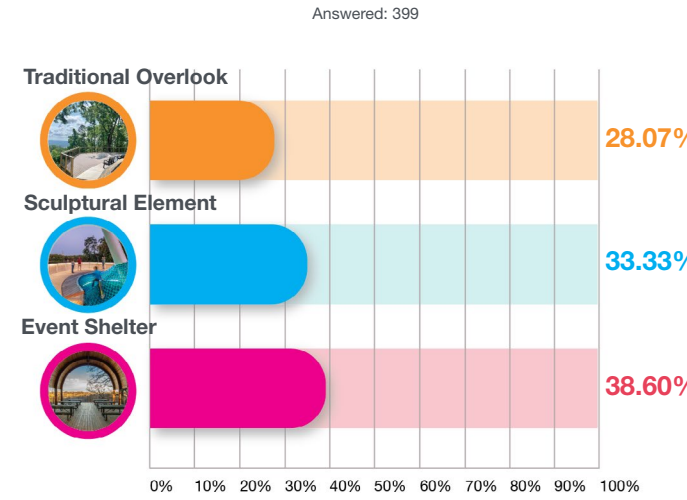
Additionally, the proposed event shelter and lawn promise to be focal points for gatherings and recreational activities, enhancing social cohesion. Notably, residents are eager for the playground to be iconic, potentially becoming a landmark within the city to bring in visitors. However, amidst the excitement, concerns have surfaced regarding potential noise disturbances of K-7 and the shooting range, particularly with events held at the park, and issues of nighttime safety.

Furthermore, residents have expressed apprehension about access to the park and its connectivity to downtown areas. Another significant concern is the park’s proximity to the police shooting range, raising questions about safety and potential disruptions. Despite these reservations, the overwhelmingly positive response underscores the community’s enthusiasm for the park’s potential to enrich their lives and enhance the cityscape.

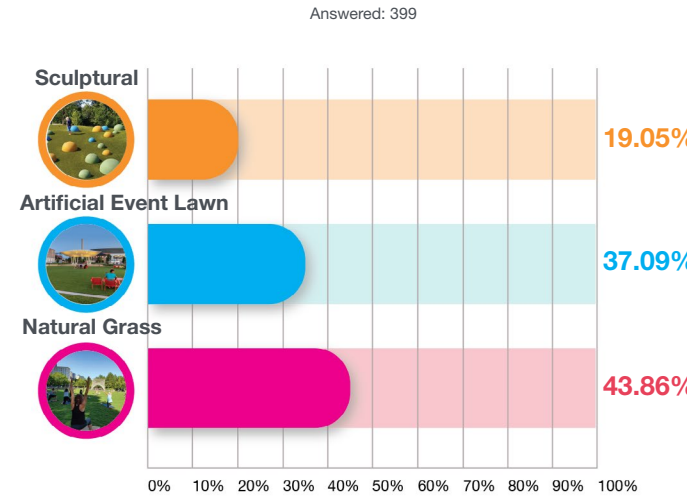
Q11 Choose your preferred style of **playground**



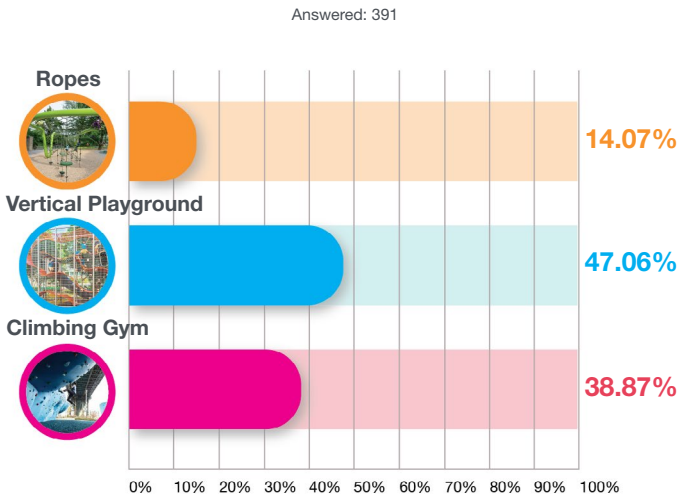
Q12 Choose your preferred style of **overlook/ event shelter**



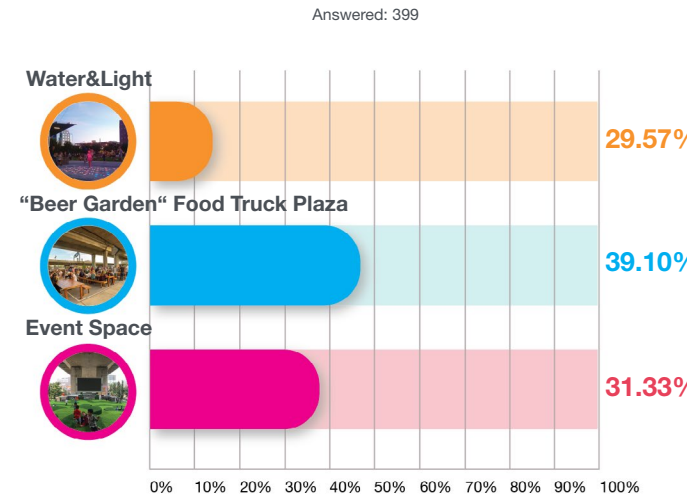
Q13 Choose your preferred style of **flexible lawn**



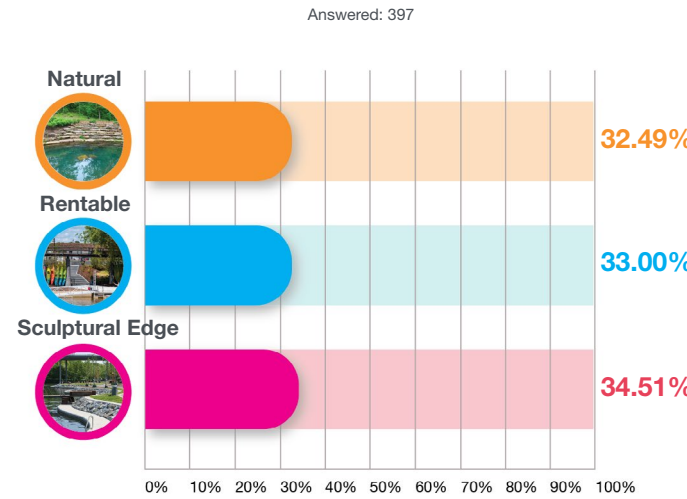
Q14 Choose your preferred style of **vertical play**



Q15 Choose your preferred style of **flexible plaza**



Q16 Choose your preferred style of **kayak launch**



PUBLIC ENGAGEMENT

SURVEY RESULTS

The feedback from residents regarding the Riverfront Park reflects a mix of enthusiasm, concerns, and specific suggestions for improvement. Residents are generally supportive of the riverfront park and the proposed program however there were some concerns regarding safety being in proximity to the shooting range and crossing K-32 and the railroad crossing.

Key themes include noise and safety, suggestions for programming, and connectivity. The key themes and ideas from the community are shown on page 106-107.

Q17 – Do you have any comments, likes, or concerns about the Riverfront Park?

NOISE / SAFETY

- Seems loud under bridge
- “Get rid of gun range noise”
- Need emergency phones like they have on college campuses / first aid station / cameras
- Concerned about crossing that will require horn blast
- Concerned about shooting range proximity
- Concern about vandalism / how the space will be monitored
- Is the new cross-walk able to be a bridge entry? Don’t like the idea of families walking across K-7 there. Rather them have a fun bridge to walk over
- Concerned about the one way in and out access especially for emergency access

PROGRAMMING SUGGESTIONS

- Family centered park
- Accommodate dogs
- Ecology learning area
- Include restroom on plan
- We need a fully inclusive playground for individuals with disabilities to enjoy
- Splash pad
- Pickleball courts
- Disc golf course
- Make the space kids/ family friendly, but flexible for adults only events and spaces
- STEM / STEAM collaboration with local and metro entities
- Make sure the park is completely accessible
- Large even lawn/ plaza would be awesome!
- Places to fish
- Beer garden
- Love kayak idea as well as having a rental station
- Need water fountains and trash cans

CONNECTIVITY

- Park should be nearer to downtown – this location adds another disconnected location rather than unifying
- Waling trail along river or in the area connecting to the park would be amazing!
- Need hiking trails
- Ensuring walking / biking paths from downtown are sufficiently sheltered from traffic (ie barriers, trees, bollards)

PUBLIC ENGAGEMENT

RIVER CONNECTION

Many participants indicated that there is a desire to connect the downtown to the river. Several indicated the best location for this would be directly south from Cedar Avenue across the railroad. Others also suggested connecting a riverfront trail to Edwardsville tying in near Lake of the Forest.

138TH STREET CONNECTION:
HIGHWAY 32 TO KANSAS AVENUE

Many participants indicated that there is a desire to have a trail along 138th street that connects Highway 32 to Kansas Avenue. This trail is already a proposed future trail but it is important to note that this trail should be a priority in the community per the survey feedback. This connection would be a 6-8’ concrete sidewalk installment.

NETTLETON AVENUE CONNECTION:
HIGHWAY 32 TO METROPOLITAN AVENUE

It is desired that the trail system connects from downtown at Highway 32 to the north at Metropolitan Avenue. This connection is partly on the future proposed trail but it should be extended to Metropolitan Avenue as indicated per the survey feedback. This connection would be a 6-8’ concrete sidewalk installment.

SCHEIDT LANE / RAILROAD TRAIL:
FRONT STREET TO HIGHWAY 32

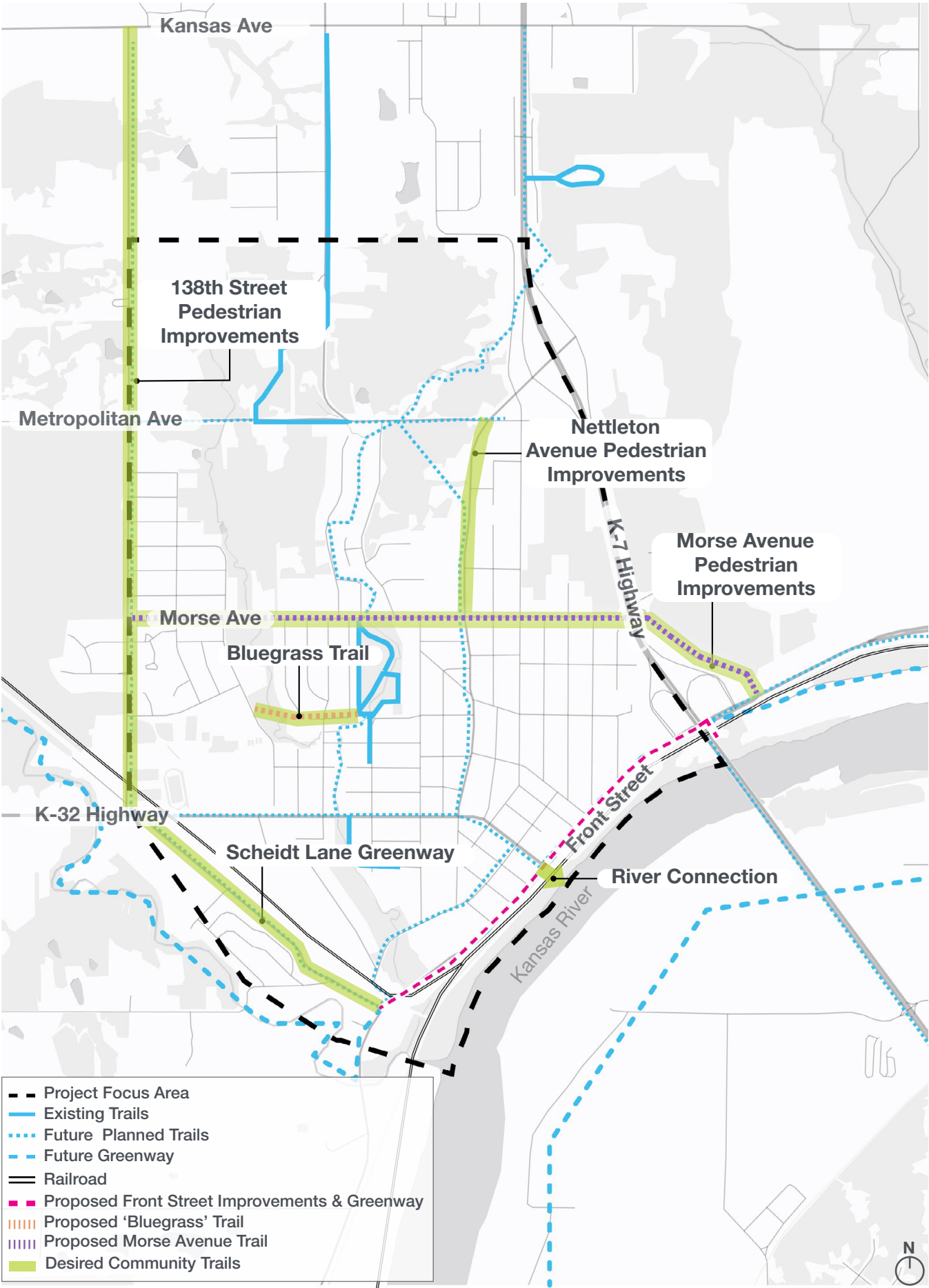
Several participants indicated the desire for a trail that connects downtown to the businesses west of downtown as well as to the Bonner Springs Estates neighborhood. This trail is already a future planned trail along Scheidt Lane and this masterplan further promotes this connection by extending the Front Street greenway along Scheidt Lane or the railroad. This trail would be a 12’ shared use path.

MORSE AVENUE CONNECTION:
138TH STREET TO HIGHWAY 7

A new trail or connection is desired on Morse Avenue from 138th Street to Highway 7. This trail could connect back into the masterplan’s greenway trail along Front Street and provide several loop options for residents to walk or bike. This connection would be a 6-8’ concrete sidewalk installment

BLUEGRASS TRAIL:
LIONS PARK TO BLUEGRASS DRIVE

A new trail is desired on between Lion’s Park trailhead and Bluegrass drive for neighborhood access to the Middle School. It is recommended that this trail would be an 8’ concrete wide path, to provide room for pedestrians and bikes, with some kind of pedestrian lighting for students or the community walking from the schools to the neighborhood during early mornings or evenings.





06 Vision

Final Vision

RAILROAD CHALLENGES

Railroad land rights and rights-of-way (ROW) ownership present significant challenges in the land planning process for a master plan. These challenges stem from the historical acquisition of vast stretches of land by railroad companies. As a result, many railroad corridors traverse urban and riverfront lands complicating development in these areas.

Railroad companies typically own the land beneath their tracks and maintain control over the adjacent rights-of-way, which can extend hundreds of feet on either side in some cases. They have the land rights to these large areas which often entail legal restrictions and regulatory requirements that govern land use and development activities within the ROW. These restrictions may include setbacks, height limitations, noise ordinances, and environmental regulations aimed at protecting railway operations and ensuring public safety. Compliance with these regulations can pose challenges for designers seeking to accommodate the needs of communities.

In summary, navigating railroad land rights and ROW ownership presents multifaceted challenges for land planners crafting a master plan. Overcoming these challenges requires

collaboration among various stakeholders, including railroad companies, local governments, developers, and community groups, to balance competing interests and achieve a sustainable, well-integrated vision for land use and development. Through strategic planning, creative design solutions, and effective negotiation, it is possible to unlock the potential of railroad lands while respecting their unique historical, legal, and operational contexts.

These challenges very much impact the way downtown Bonner Springs can grow, especially in regards to connecting to the riverfront. The Union Pacific railroad was contacted, the ideation plans were presented and after many weeks of waiting, unfortunately, any development along the riverfront within the railroads owned property and ROW, as shown in yellow in the image on the right, was denied. Therefore, the master plan moving forward had to be altered in order to keep desired programming and design components. This primarily affected the idea of the overlook at the riverfront, the riverfront park size, and the riverfront trail components of the design. The final vision plan incorporated these changes for the final master plan.



Railroad ROW Map (provided by BNSF Railroad)

OVERALL MASTER PLAN



KEY IMPROVEMENT AREAS

In addition to trail improvement recommendations community wide, the Master Plan focuses on three key improvement areas.

- Downtown: Pedestrian & placemaking improvements in the heart of Bonner Springs
- Front Street: Creating a greenway trail corridor along Front Street to improve connectivity, facilitate recreation opportunities within Bonner Springs and set the stage for future trail connections in the region.
- River Front Park: A community park on the banks of the Kansas River. Providing access to the riverfront and creating a regional recreation asset for the Bonner Springs community.



DOWNTOWN IMPROVEMENTS PLAN

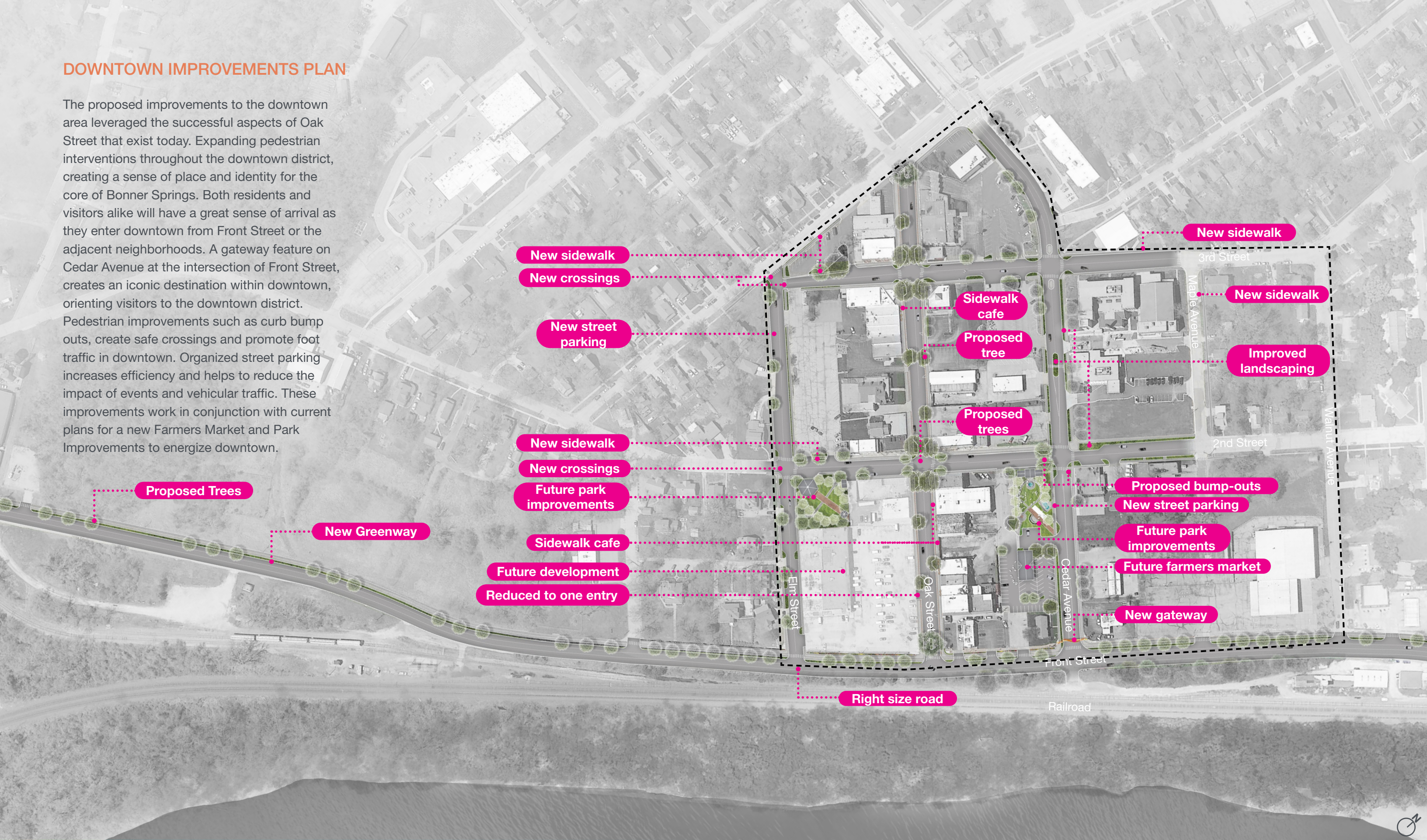
- **Elm Street:** Provide new crossings and sidewalks at the corner of Elm and 3rd Street as well as provide street parking
- **Oak Street:** Provide consistent lighting, trash receptacles, benches, and wayfinding
- **Cedar Ave:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to providing street parking adjacent to Centennial Park and a gateway at the intersection of Cedar and Front Street.
- **Maple Ave:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to new sidewalks along both sides of the street.
- **Walnut Ave:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to new sidewalks along both sides of the street.
- **2nd Street:** Provide consistent lighting, trash receptacles, benches, and wayfinding
- **3rd Street:** Provide consistent lighting, trash receptacles, benches, and wayfinding in addition to sidewalks at both ends of the road.
- **Front Street:** Incorporate standard furnishings, right-size the street, and make more pedestrian friendly.
- **Sidewalk Cafes:** There are three identified locations where sidewalk cafes could be further implemented.



Downtown Improvements Plan

DOWNTOWN IMPROVEMENTS PLAN

The proposed improvements to the downtown area leveraged the successful aspects of Oak Street that exist today. Expanding pedestrian interventions throughout the downtown district, creating a sense of place and identity for the core of Bonner Springs. Both residents and visitors alike will have a great sense of arrival as they enter downtown from Front Street or the adjacent neighborhoods. A gateway feature on Cedar Avenue at the intersection of Front Street, creates an iconic destination within downtown, orienting visitors to the downtown district. Pedestrian improvements such as curb bump outs, create safe crossings and promote foot traffic in downtown. Organized street parking increases efficiency and helps to reduce the impact of events and vehicular traffic. These improvements work in conjunction with current plans for a new Farmers Market and Park Improvements to energize downtown.



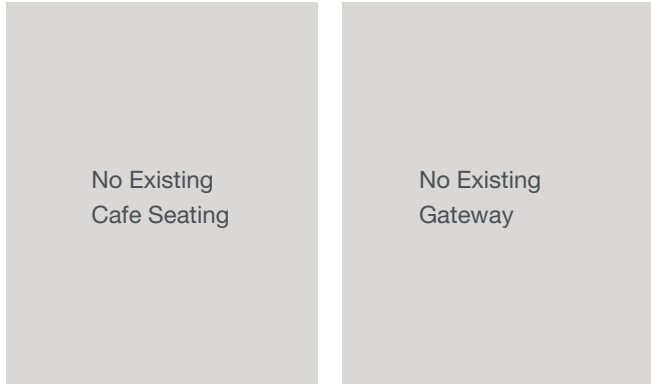
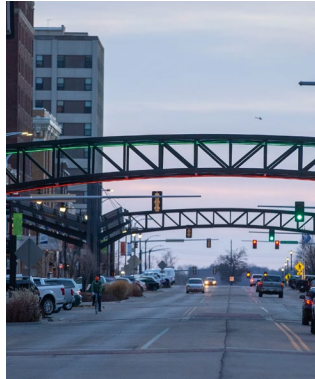
Downtown Key Changes Plan

DOWNTOWN IMPROVEMENTS

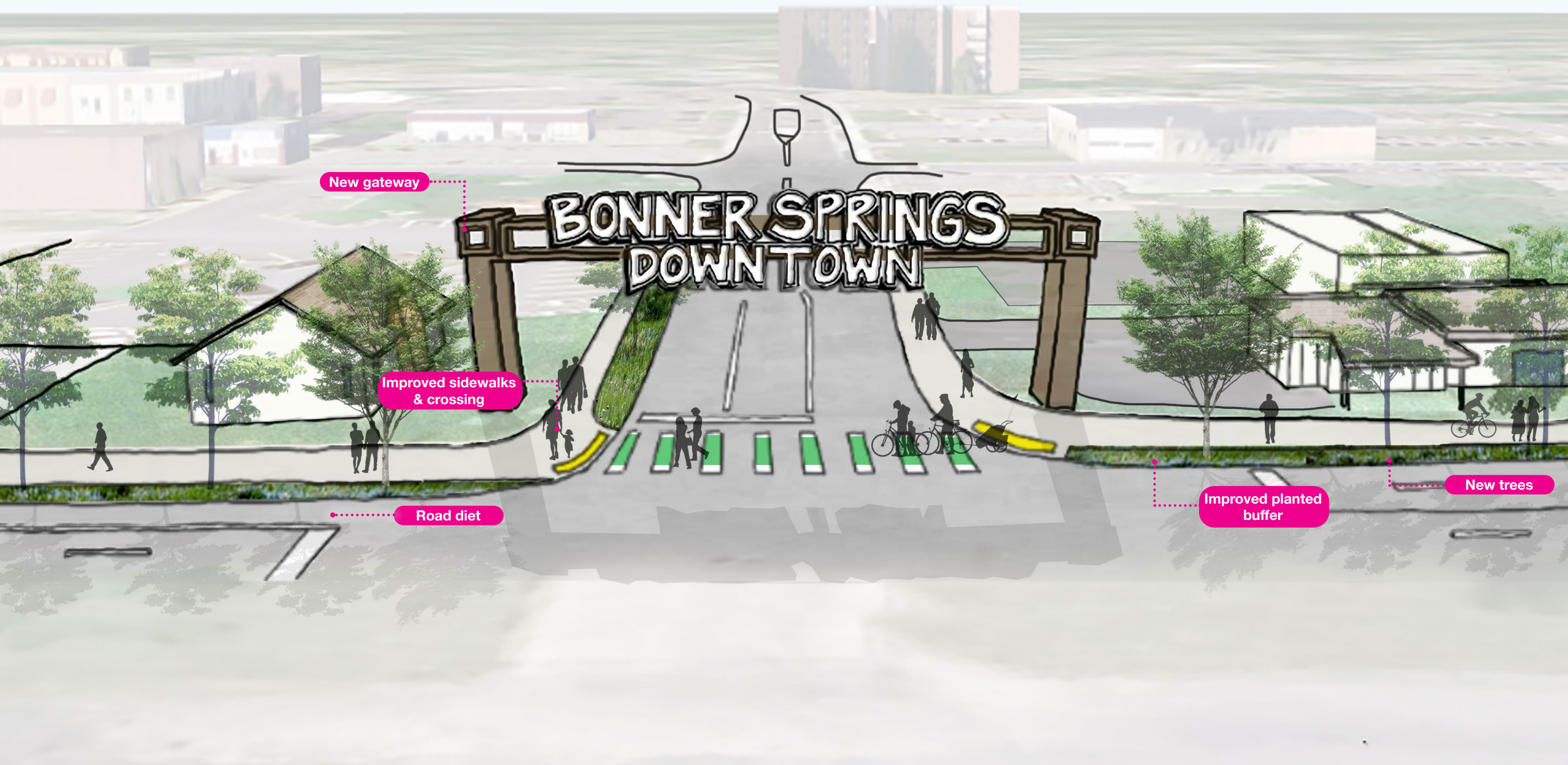
Although the downtown is very walkable and has sidewalk infrastructure throughout, implementing the success of Oak Street’s pedestrian scale and range of site furnishings throughout all of downtown and on Front Street is recommended. The images to the right show existing furnishings that are in downtown Bonner Springs today along with three options of furnishing families the City could look at for the future.

Based on community feedback from the survey and engagement events, we have identified three furnishing typologies that work in conjunction wit the existing infrastructure and capture the vision of the community. Site furnishings come in several price points while achieving similar aesthetic and character. The typologies on the right are indicative of a High, Med and Low price approach. It is recommended that a blend of black and muted colors be leveraged to blend the historic nature of downtown Bonner Springs with the modern functionality of these site amenities.

We recommend the selected furnishings family be leveraged for trail improvements along front street and outlying trail improvements within Bonner Springs. As improvements are implemented a consistent palette will further bolster the sense of place and “brand” of Bonner Springs.

		LIGHTING (Keep existing)	BENCH (Classic)	OUTDOOR DINING (Modern)	GATEWAY (Classic)	
EXISTING						
OPTION A	 Poe - Landscape Forms	 Tour - Vestre	 Keep existing - City Hall	 Melville - Forms & Surfaces	 Factor - Forms & Surfaces	 Steel truss columns with signage & lighting
OPTION B	 Meridian - Sitescapes	 SIT - Green Theory	 Keep existing - City Hall	 500 Series - Maglin	 Cross - Forms & Surfaces	 Steel truss with lighting
OPTION C	 Ironsites S42 - Victor Stanley	 Madrid - Sitescapes	 Keep existing - Acorn Style	 Cityview - Sitescapes	 Foro - Maglin	 Steel with lighting

DOWNTOWN IMPROVEMENTS



Downtown Gateway Concept: Front Street & Cedar Avenue

TRAILS NETWORK

The Bonner Springs master plan represents a visionary approach to urban development aimed at fostering connectivity and collaboration between downtown Bonner Springs and surrounding communities. One of the key components of this plan is the strategic integration of the town’s infrastructure with proposed Metro Green trail system and other trail networks proposed by previous plans. By creating a seamless network of pathways that traverse through Bonner Springs and extend into neighboring areas, the master plan aims to enhance mobility, promote outdoor recreation, and facilitate social interaction among residents and visitors.

Connecting downtown Bonner Springs to proposed Greenways and trails holds immense potential for stimulating economic development, promoting tourism, and enhancing quality of life for local residents. These interconnected pathways provide opportunities for residents to explore new destinations, discover hidden gems, and engage with the natural beauty of the region. By encouraging active transportation modes such as walking, jogging, and cycling, the trail network promotes health and wellness while reducing reliance on automobiles and mitigating traffic congestion.

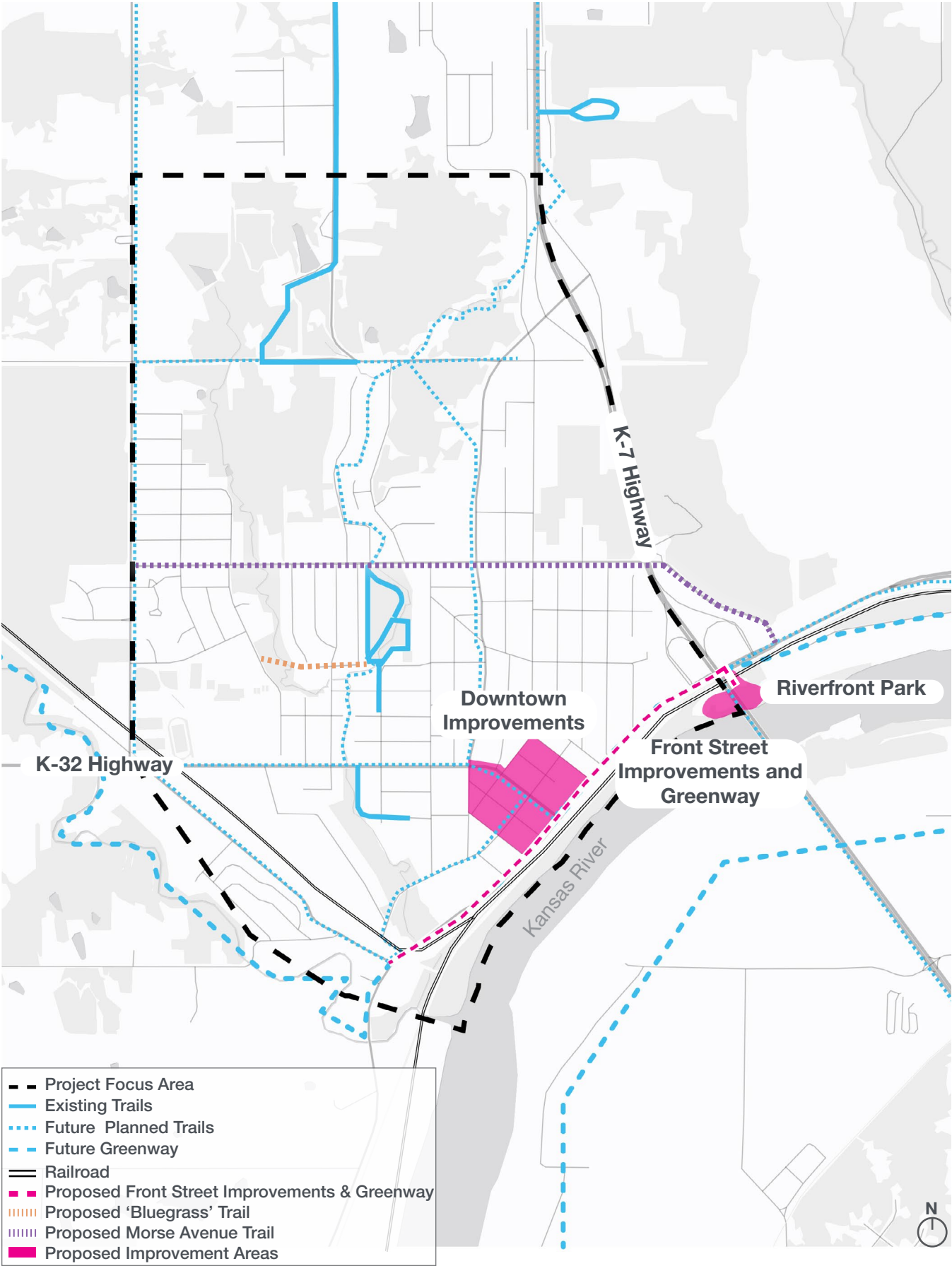
Moreover, the integration of Bonner Springs into regional trail networks strengthens its identity as a vital hub within the broader metropolitan area, fostering a sense of connectivity and belonging among residents of diverse backgrounds and interests. By facilitating easy access to amenities, parks, and recreational facilities, the master plan creates opportunities for social integration, community engagement, and civic pride. Additionally, the trails serve as corridors for environmental conservation, promoting sustainability and stewardship of natural resources while providing habitat for wildlife and preserving green spaces for future generations.

As Bonner Springs continues to evolve and grow, the master plan’s emphasis on connectivity and trail development is rooted in a commitment to creating a vibrant and livable community that embraces its natural surroundings and celebrates its unique identity. By leveraging the power of trails to connect people, places, and experiences, the master plan lays the groundwork for a more resilient, inclusive, and sustainable future for Bonner Springs and its residents.

This master plan proposes three trails that will benefit Bonner Springs. The first is the “Bluegrass Trail” which was identified as a need in the community. Currently, kids from the surrounding neighborhood are cutting through a heavily wooded area to be able to get to Middle School or High School. This proposed trail includes a new pedestrian crossing, a paved trail, and lighting for safety during evenings. It is also utilizing City owned property to ease implementation. Please refer to page 64 and 109 to see the placement of this trail.

The second trail proposed is the Front Street Improvements and Greenway. This greenway, although traversing through an urban environment, connects three future planned trails as well as a future proposed greenway by creating a 12’ shared use path on the north side of Front Street with opportunity for pedestrian amenity space along the greenway. Implementing this trail along Front Street will not only bring visitors through Bonner Springs downtown but also allow the Bonner community to visit adjacent communities. Please refer to pages 109 - 117 to see the proposed improvements.

Lastly, during community engagement activities, the Morse Avenue trail was identified by the community as a crucial pedestrian connection. This connection would be a 6-8’ concrete sidewalk installment with required crossings, signage, and lighting.



Proposed Trails

FRONT STREET IMPROVEMENTS

STREET TYPE A

It is desired that this portion of the road retain four driving lanes and a concrete median. A new 8’ shared used path with a 4’ planting buffer is proposed on the north side of Front Street for bicycles and pedestrians.

STREET TYPE B1

This portion of the road is proposed to retain all four lanes (two lanes in each direction) in addition to a turning lane. The existing ROW area would be converted into a 12’ shared use path for bicycles and pedestrians with a 5’ tree lawn.

STREET TYPE B2

Street area B2 would retain all four lanes (two lanes in each direction) but taper down to three driving lanes (one lane in each direction with a two-way left-turn lane) after the Front Street and Cedar Avenue intersection. The existing ROW area would be converted into a 12’ shared use path for bicycles and pedestrians with a 5’ tree lawn. If a traffic study proves this portion of the road could be reduced, it is recommended that this section of the road follows Street Type C typology.

STREET TYPE C

This portion of the road is proposed to be reduced from four to three driving lanes (one lane in each direction with a turn lane) to allow more space for pedestrians and slow down traffic. Remaining ROW area is converted into a 12’ shared use path for bicycles and pedestrians with a 5’ tree lawn and 7’ for pedestrian amenities such as lighting, planting, benches, etc.

STREET TYPE D

Street area D is proposed to be reduced from four to three driving lanes (one lane in each direction with a turn lane) to allow more space for pedestrians and slow down traffic as well. remaining ROW is to be converted into a 12’ shared use path for bicycles and pedestrians with a 5’ tree lawn. Existing utilities limit the expansion of the pedestrian infrastructure. If funding allows these utilities to be relocated or buried, it is recommended this section of road follows Street Type C typology.

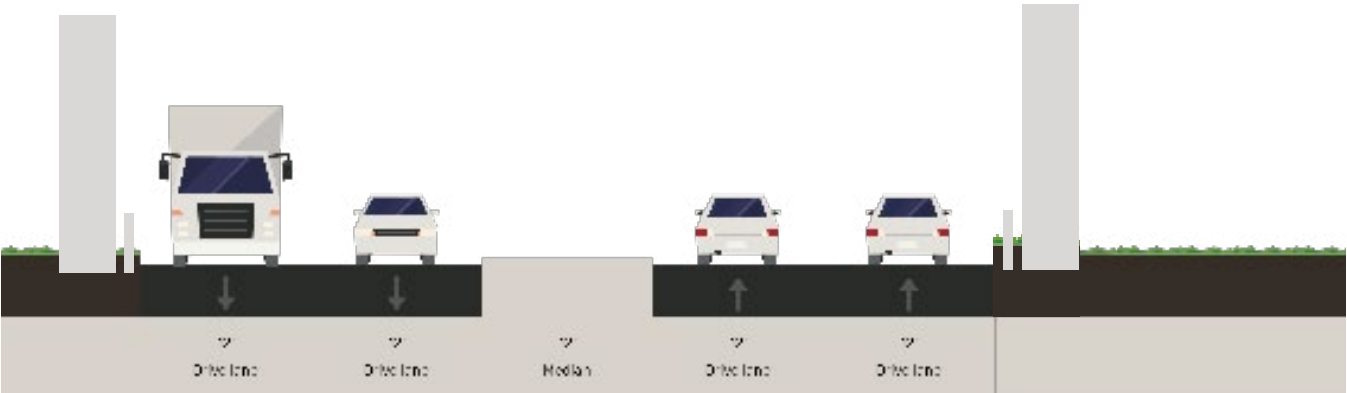


Front Street Improvements Reference Plan

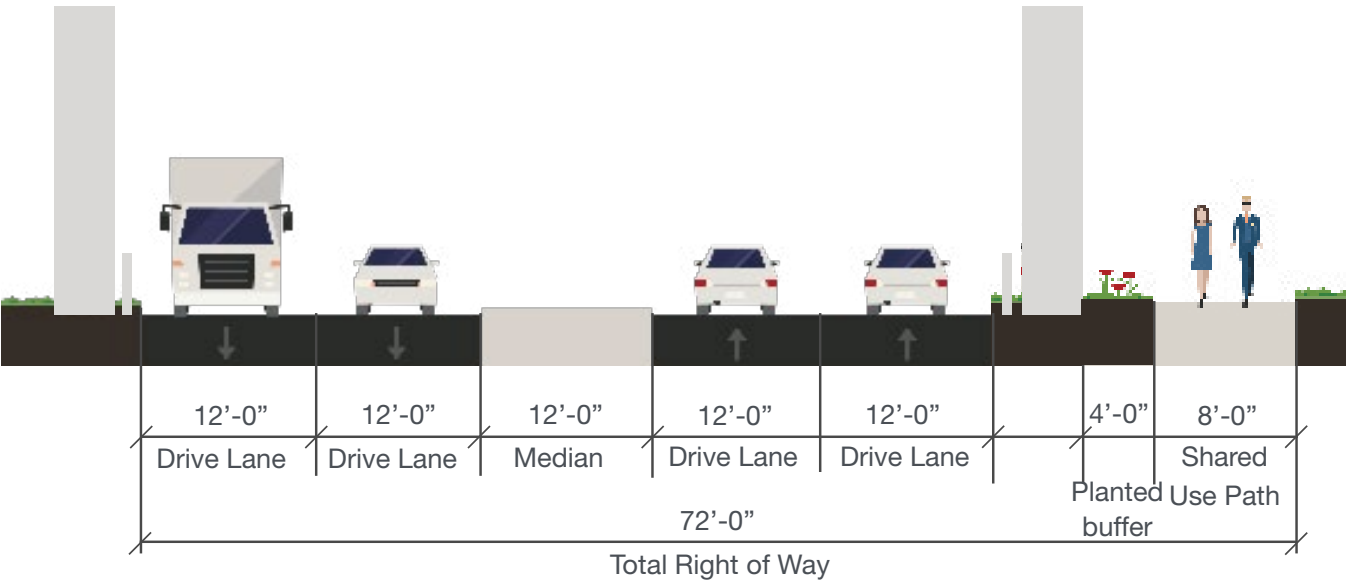
FRONT STREET IMPROVEMENTS - STREET TYPE A



Existing Street A



Existing Section A

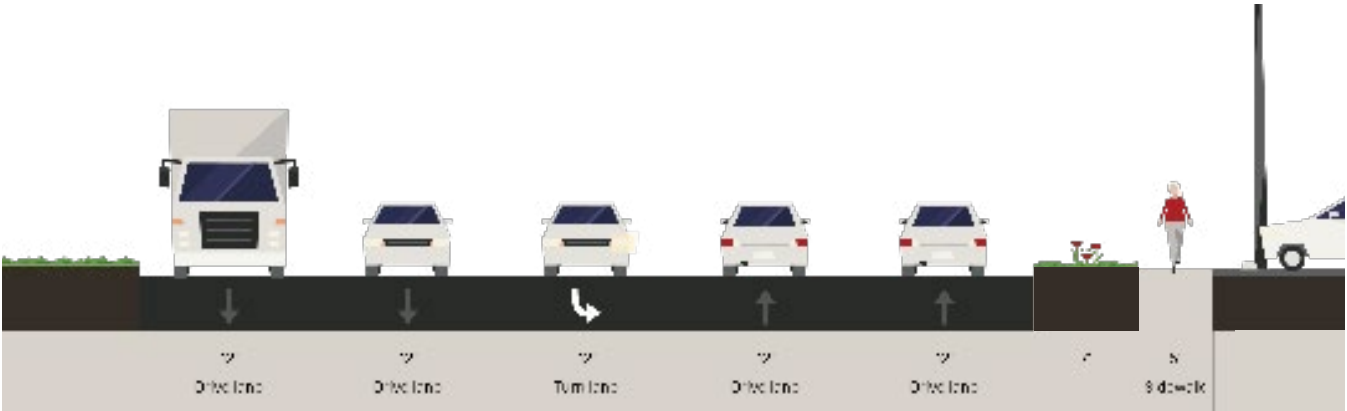


Proposed Section A

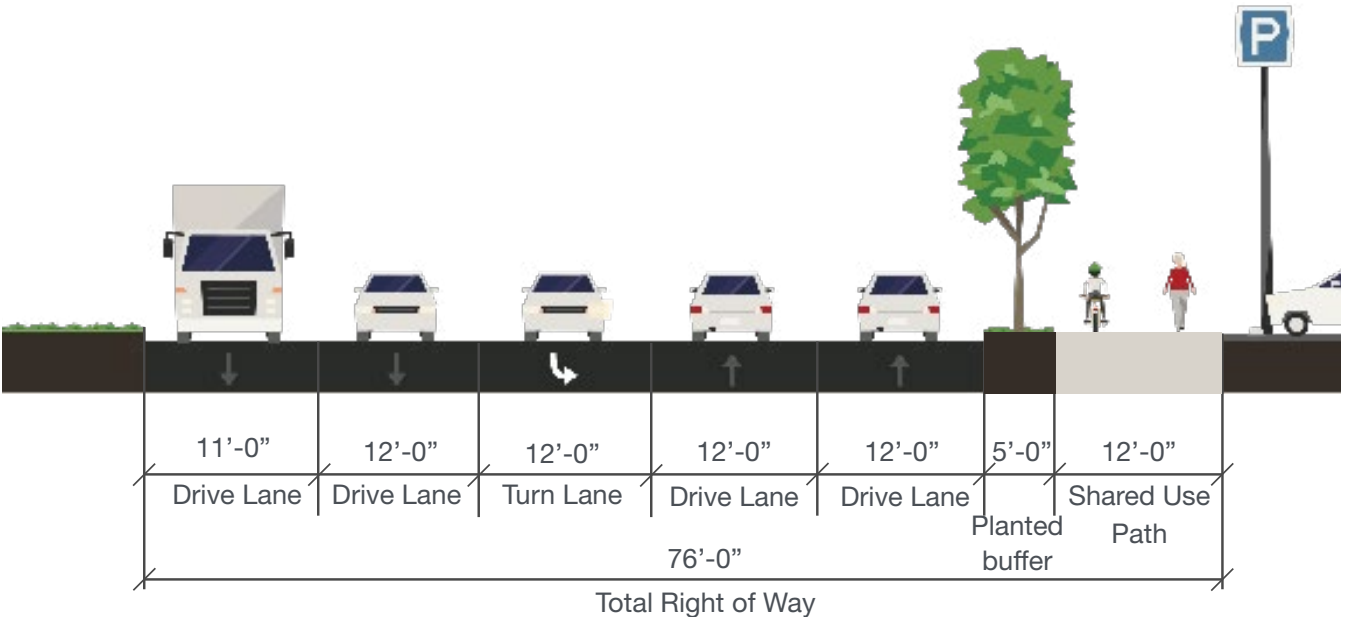
FRONT STREET IMPROVEMENTS - STREET TYPE B1



Existing Street B1

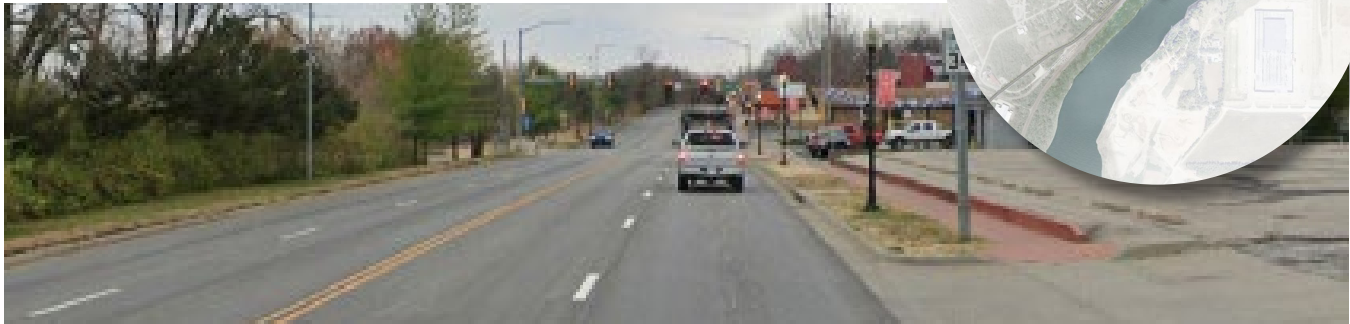


Existing Section B1

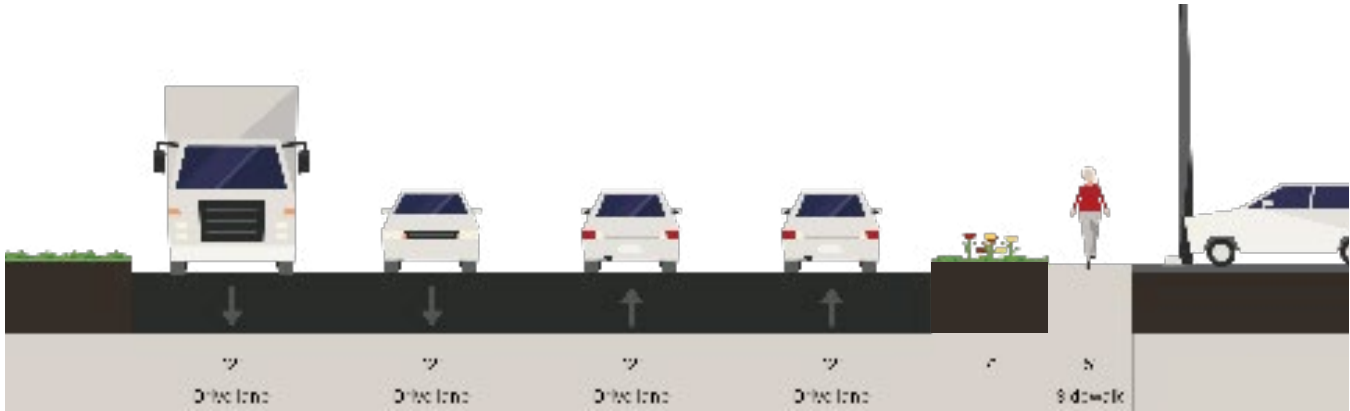


Proposed Section B1

FRONT STREET IMPROVEMENTS - STREET TYPE B2



Existing Image B2

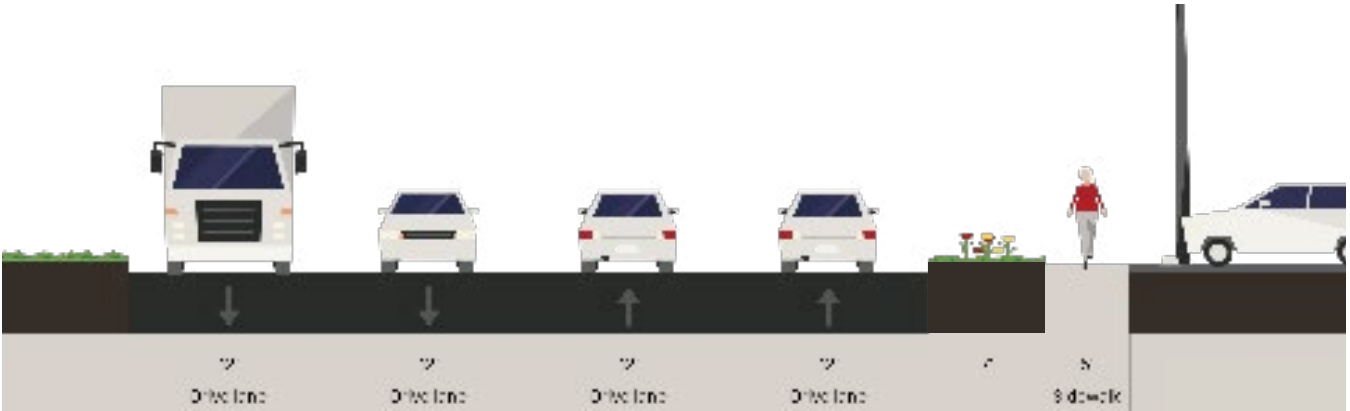


Existing Section B2

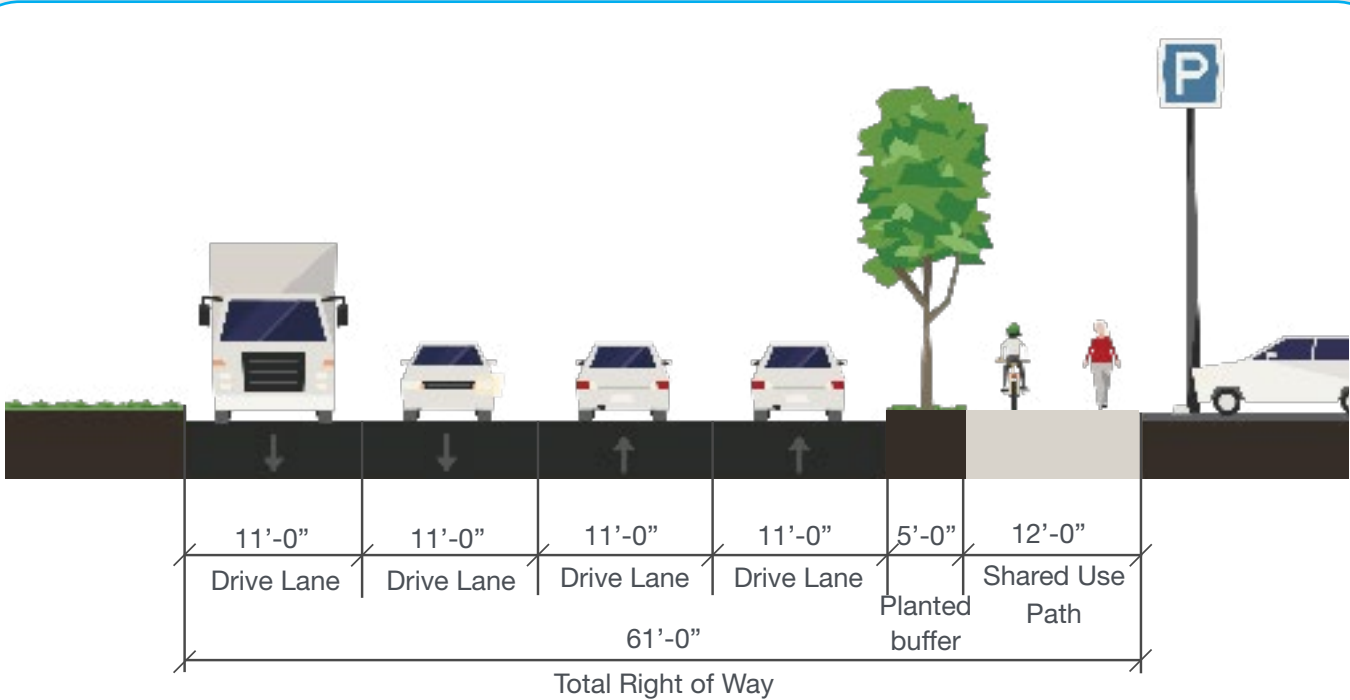
FRONT STREET IMPROVEMENTS - STREET TYPE C



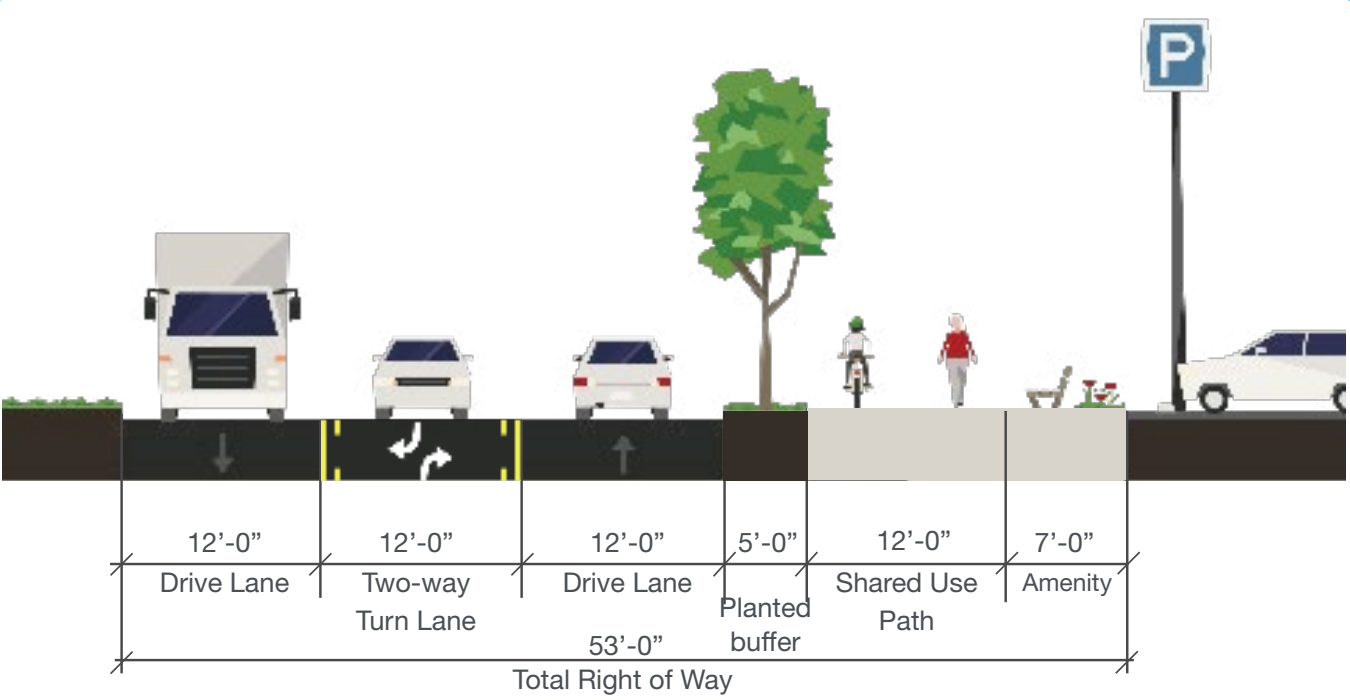
Existing Image C



Existing Section C



Proposed Section B2

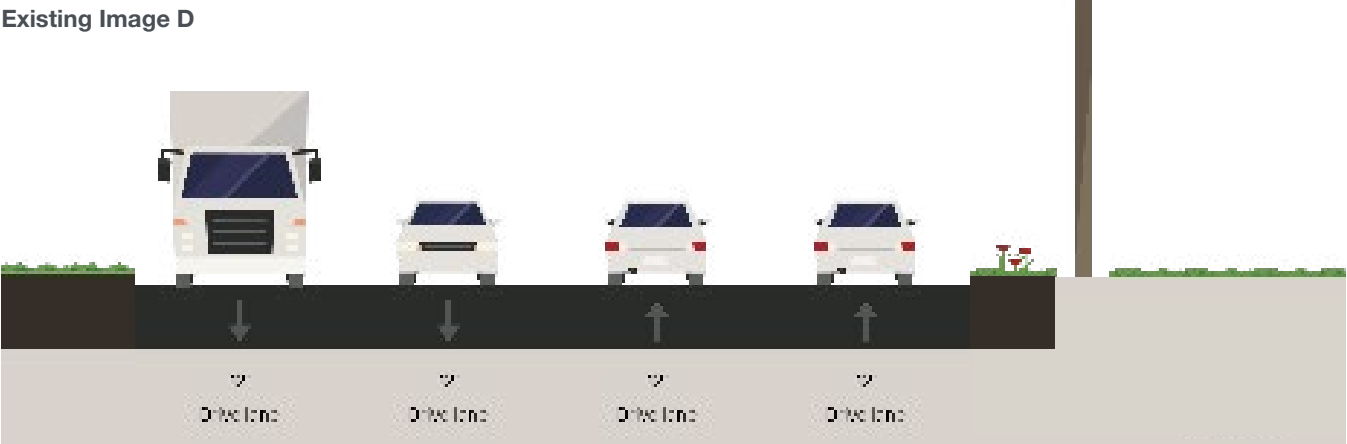


Proposed Section C

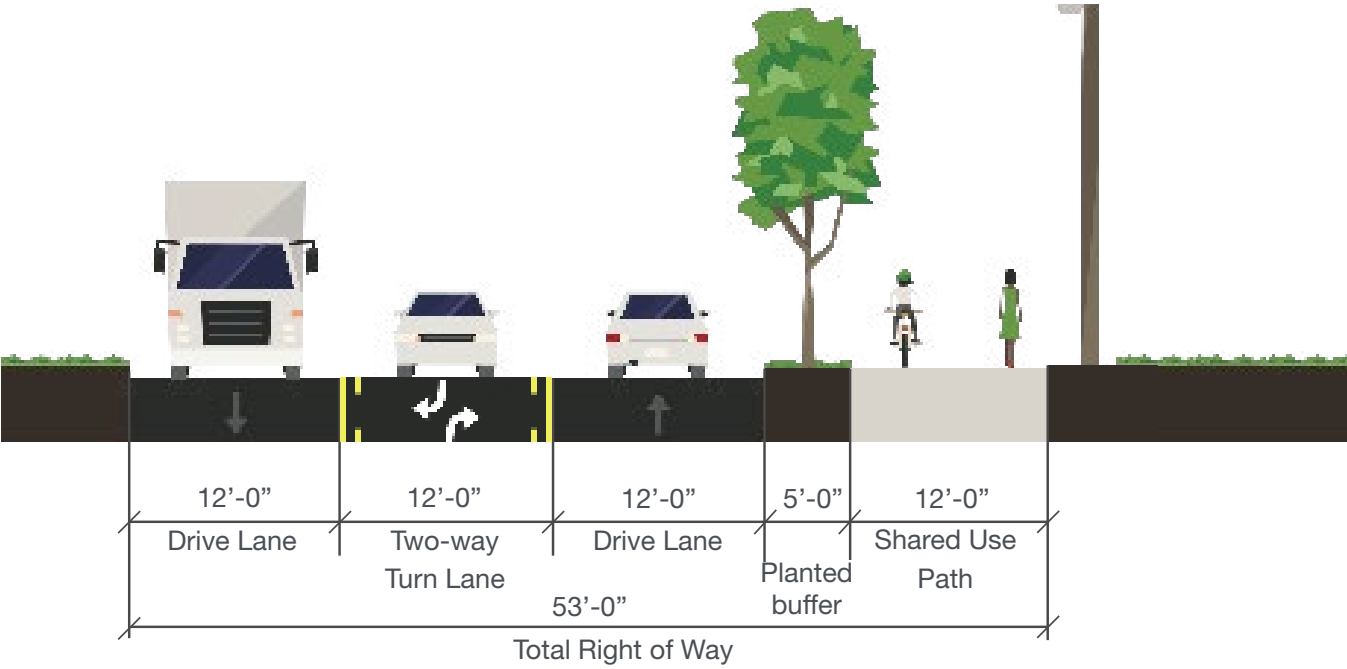
FRONT STREET IMPROVEMENTS - STREET TYPE D



Existing Image D



Existing Section D



Proposed Section D

RIVERFRONT PARK PLAN

Several factors drive the proposed location of the riverfront park shown here. Landownership is a significant hurdle for development of recreation space. This land is currently owned by the City of Bonner Springs, paving the way for implementation. ROW restrictions imposed by Union Pacific Railroad are the second key constrain on riverfront development in Bonner Springs. The proposed location is outside of the UPRR ROW and located adjacent to an existing crossing. Finally, existing land-use plays a role in the proposed location. The adjacent land is currently the home to the Bonner Springs Police Department Shooting Range. This presents a few unique challenges to riverfront development. In order to avoid potential lead contamination on the range property the park is designed to avoid the range location. If the range were to be relocated in the future, an environmental assessment of the property would be required in order to determine the best way to leverage this land for recreation purposes. As designed, the park and shooting range will require a coordinated management plan to accommodate both uses. Range hours and Park hours should be determined by the City and the Police Department to allow clear and separate uses of the space. Fencing and access management will be essential to ensuring community members remain in safe designated park space. It is the recommendation of this plan that an internal study be conducted to determine the best course of action regarding the future of the shooting range to achieve the best outcomes for both community recreation and police training.

If an alternative site were to be acquired by the city to avoid the constraints of this property, the program elements shown in the plan can be applied to that site to achieve the goals and objectives of the community



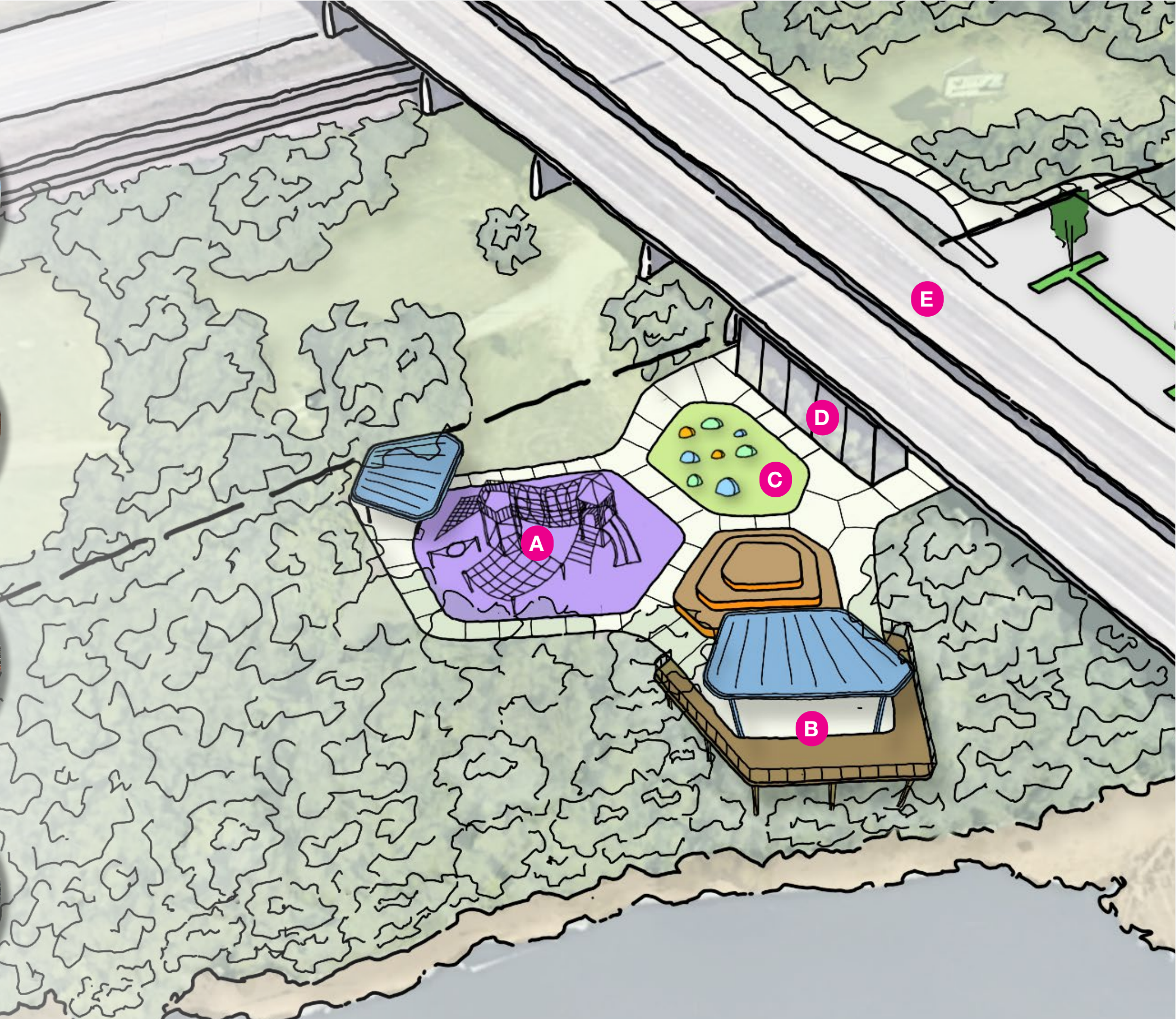
Proposed Riverfront Park Plan

RIVERFRONT PARK PLAN



Proposed Riverfront Park Plan

RIVERFRONT PARK CONCEPT



Riverfront Park Concept



Riverfront Park Concept: View looking southeast



07 Implementation

Implementation

FUNDING OPPORTUNITIES

When embarking on the creation or update of a master plan, securing funding is often one of the primary challenges. Fortunately, there are various funding opportunities available for master plans or specific projects within the master plan, depending on the scope, objectives, and the entity responsible for its development. Government agencies at the local, state, and federal levels often allocate funds for urban planning projects, including master plans. These funds may come from sources like grants, appropriations, or special programs aimed at community development and infrastructure improvement.

In addition to government funding, private organizations, non-profit foundations, and corporate sponsors may also offer financial support for master plans. These entities may have a vested interest in the outcomes of the plan, such as improved economic development, environmental conservation, or community well-being. Building partnerships with such organizations can broaden the pool of available funding and bring additional expertise and resources to the planning process.

Budget considerations play a crucial role in the development of a master plan, as they determine the scope of work, timeline, and quality of outcomes. When formulating a budget,

planners must consider various factors, including personnel costs, consultant fees, research expenses, public engagement initiatives, data collection and analysis, technology and software requirements, and administrative overhead. Additionally, contingencies should be built into the budget to account for unforeseen circumstances or changes in project scope.

Balancing the desired outcomes with the available budget is often a delicate task, requiring careful prioritization and resource allocation. It may be necessary to make trade-offs or adjustments to ensure that essential elements of the master plan are adequately addressed within the constraints of the budget. Effective budget management throughout the planning process is essential to avoid cost overruns, delays, or compromises in the quality of the final product.

In conclusion, securing funding and managing the budget are critical aspects of developing a successful master plan. By exploring various funding opportunities, building partnerships, and carefully planning and monitoring expenses, planners can ensure that the master plan reflects the community’s needs and aspirations while staying within budgetary constraints. Please refer to the appendix for a full list of funding opportunities.



Downtown Revitalization/Streetscaping Grants

- T-Mobile Hometown Grants - \$50,000 annual award to revitalize small communities. Applications for shovel ready projects are due at the end of March.
- <https://www.t-mobile.com/brand/hometown-grants>



RAISE Discretionary Grant

- USDOT direct grant that may be used for trails and streetscapes. A portion of the annual funding is set aside for small/rural communities.
- <https://www.grants.gov/search-results-detail/344667>



Safe Streets for All (SS4A)

- Funding may be applied to the construction of this project if it is identified within a safety action plan.
- <https://www.transportation.gov/grants/SS4A>



Energy Efficiency and Conservation Block Grant Program

- This grant may be used to reduce traffic delays and promote modal shift by constructing road diets, bike lanes, and trails. Additionally, these funds may be used for replacing electric infrastructure with new lines and transformers that are more efficient.
- <https://www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program>



Transportation Alternative Grants

- KDOT managed program for streetscaping, bike, pedestrian, and trail infrastructure projects.
- <https://www.ksdot.gov/bureaus/burtransplan/TransAlt.asp>



Surface Transportation Block Grants

- May be used for any transportation planning, design, and/or construction project.



Highway Safety Improvement Program (HSIP) –

- Project funds may be used to improve areas of known safety challenges. Funds may also be applied to railroad crossings and enhanced pedestrian crossings.



KDOT Cost Share Program

- <https://www.ksdot.gov/CostShare/CostShareProgram.asp>



Highway/Railroad Crossing Program

- This Section 130 program funds grade separated and at grade rail crossings.
- <https://www.ksdot.gov/bureaus/burRail/rail/railroads/crossingfunds.asp#:~:text=Highway%2FRailroad%20Crossing%20Program%20Safety%20Funds%20for%20Kansas%20Railroads,the%20cost%20of%20these%20projects.>



Union Pacific Foundation Local Grants

- grants prioritize funding for direct services and efforts that build the capacity of organizations focused on the following causes within our local operating communities. Priorities and objectives such as safety, workforce development, community vitality and environmental sustainability.



Kansas Main Street

- Technical assistance program targeting revitalization and preservation of downtown districts

TRAILS & PEDESTRIAN IMPROVEMENTS

Trail and Pedestrian Improvements represent the most wide reaching aspect of the proposed plan. Spanning the full breadth of the community these improvements are organized by corridor with each corridor receiving a unique approach based on location and context.

- Bluegrass Trail:
 - Pedestrian Crossing at High School*
 - 8’ wide concrete walk w/ ADA ramps*
- Scheidt Lane Greenway:
 - 12’ multi-use trail*
 - Pedestrian amenities (waste receptacles, bike racks, benches)*
 - Planting & Trees*
- 138th Street Pedestrian Improvements:
 - Infill 8’ wide concrete walk w/ ADA ramps*
- Morse Avenue Pedestrian Improvements:
 - Infill 8’ wide concrete walk w/ ADA ramps*
- Nettleton Avenue Pedestrian Improvements:
 - Infill 8’ wide concrete walk w/ ADA ramps*

Overall, these proposed improvements represent a comprehensive approach to revitalizing downtown Bonner Springs and creating a more vibrant and cohesive urban environment. By investing in infrastructure, amenities, and landscaping, the town can strengthen its sense of place and attract residents, businesses, and visitors for years to come.

TRAILS IMPROVEMENTS - OPINION OF PROBABLE COSTS:

	Budget Range	
Bluegrass Trail	\$55,000.00	\$65,000.00
New crossing at high school	\$85,000.00	\$85,000.00
Scheidt Lane Greenway	\$750,000.00	\$1,000,000.00
138th Street Pedestrian Improvements	\$451,000.00	\$500,000.00
Morse Avenue Pedestrian Improvements	\$495,000.00	\$550,000.00
Nettleton Avenue Pedestrian Improvements	\$176,000.00	\$200,000.00
Total	\$2,012,000.00	\$2,400,000.00
* Range of costs account for unknown conditions on corridor		
* Price does not include project contingency. We recommend 20% until design documents are developed.		
* Price does not reflect soft costs, design fees, surveys, etc.		

FUNDING OPPORTUNITES & NEXT STEPS

Now that a vision plan for Bonner Springs has been prepared, the next step towards implementation would be to review potential funding sources outside of the city’s capital funding. Many grant programs exist to assist communities such as Bonner Springs.

Since the proposed trail improvements are a proposed alternative modes of transportation such as pedestrian and bicycle facilities, the Transportation Alternatives Set-Aside program which is a set-aside of the Surface Transportation Block Grant Program is a potential source of funding. Eligible project examples are as following:

- On-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation.
- Infrastructure-related projects and systems that provide safe routes for nondrivers — including children, older adults and individuals with disabilities — to access daily needs.
- Recreational trails program.
- Safe routes to school program.

Additional funding sources include RAISE Discretionary Grants, as well as the USDOT, Safe Street for all Grant Program. As a next step for all funding sources, more detailed planning and study would be necessary to identify specific projects and define phasing.

DOWNTOWN IMPROVEMENTS

The proposed improvements for downtown Bonner Springs represent a significant effort to enhance the town’s aesthetic appeal and create a more cohesive identity. New furnishings such as benches, street lamps, and trash receptacles can not only add functionality but also contribute to a more inviting and comfortable atmosphere for residents and visitors alike. By upgrading the streetscape with these amenities, the downtown area can become a more vibrant and attractive destination for commerce, recreation, and social gatherings.

- Signage plays a crucial role in wayfinding and branding, and the addition of new signage in downtown Bonner Springs can help guide visitors to points of interest while reinforcing the town’s unique identity. A well-designed gateway can serve as a visual landmark, signaling the entrance to the downtown area and setting the tone for the visitor’s experience. This feature can also contribute to a sense of arrival and create a memorable impression for those entering the town.
- New planting infrastructure, including trees, flowers, and green spaces, can further enhance the visual appeal of downtown Bonner Springs while providing environmental benefits such as shade, improved air quality, and stormwater management. Strategic landscaping can also help soften the urban environment and create a more pedestrian-friendly streetscape, encouraging people to explore and linger in the downtown area.
- The addition of street parking is essential for supporting local businesses and accommodating the needs of residents and visitors. Increased parking availability can reduce congestion, improve accessibility, and support economic activity by making it easier

for people to patronize shops, restaurants, and other establishments in downtown Bonner Springs.

- New and improved sidewalks and street crossings can enhance pedestrian safety and connectivity, making it easier for people to navigate the downtown area on foot or by bicycle. Well-marked crosswalks, pedestrian signals, and ADA-compliant walkways and curb ramps can promote walkability and inclusivity, encouraging more people to explore downtown Bonner Springs and engage with the community.

Overall, these proposed improvements represent a comprehensive approach to revitalizing downtown Bonner Springs and creating a more vibrant and cohesive urban environment. By investing in infrastructure, amenities, and landscaping, the town can strengthen its sense of place and attract residents, businesses, and visitors for years to come.

DOWNTOWN IMPROVEMENTS - OPINION OF PROBABLE COSTS:

	Budget Range	
Furnishings (bench, bike rack, trash)	\$60,000.00	\$80,000.00
Outdoor dining	\$25,000.00	\$50,000.00
Gateway element	\$1,000,000.00	\$1,500,000.00
Signage	\$75,000.00	\$150,000.00
Planting	\$50,000.00	\$100,000.00
Trees	\$5,000.00	\$10,000.00
Lighting	\$200,000.00	\$300,000.00
Street parking	\$40,000.00	\$44,000.00
Street crossings	\$50,000.00	\$55,000.00
Sidewalk additions or remodels	\$90,000.00	\$100,000.00
Total	\$1,595,000.00	\$2,389,000.00

* Price does not include project contingency. We recommend 20% until design documents are developed.
* Price does not reflect soft costs, design fees, surveys, etc.

FUNDING OPPORTUNITES & NEXT STEPS

The proposed improvements for downtown Bonner Springs address revitalization, community development and beautification. Potential funding sources beyond the city’s capital funds are as follows:

- Kansas Main Street - A technical assistance program that targets revitalization and preservation of downtown districts through the development of a comprehensive strategy. Not a grant program but a resource for strategies to obtain funding.
- T-Mobile Hometown Grants - The T-Mobile Hometown Grants program funds projects to build, rebuild, or refresh community spaces that help foster local connections in your town. Examples of eligible projects include but are not limited to: adaptive uses of older and historic buildings into community gathering spaces, improvements to outdoor parks or trails, and technology projects for the public library.

As a next step for all funding sources, more detailed planning and study would be necessary to identify specific projects and define phasing.

FRONT STREET IMPROVEMENTS

The proposed Front Street improvements in downtown Bonner Springs signal a commitment to creating a more pedestrian and bike-friendly environment, prioritizing the safety and comfort of those traversing the area on foot or by bicycle.

- Road dieting the street represents a fundamental shift towards accommodating multiple modes of transportation and enhancing the overall urban experience of Bonner Springs. By reducing the number of lanes and reallocating space for pedestrians and cyclists, Front Street can evolve into a more inviting and accessible thoroughfare.
- In addition to road dieting, the inclusion of signage, lighting, and furnishings further enriches the pedestrian and biking experience along Front Street. Clear signage helps guide pedestrians and cyclists while enhancing wayfinding and reinforcing the town’s identity. Thoughtfully designed lighting not only improves visibility and safety but also creates a welcoming ambiance, encouraging people to explore the area after dark. Furnishings such as benches, bike racks, and trash receptacles contribute to the comfort and functionality of the streetscape, providing amenities that support active transportation and social interaction.
- The integration of new planting and trees along Front Street adds a touch of greenery to the urban landscape, softening the built environment and enhancing the aesthetic appeal of the corridor. Trees, flowers, and other vegetation not only beautify the street but also provide environmental benefits such as shade, improved air quality, and stormwater management. By incorporating green elements into the streetscape, Bonner Springs can create a more sustainable and

resilient urban environment that enhances the well-being of residents and visitors alike.

- Moving utility and stormwater infrastructure underground represents a forward-thinking approach to urban design, minimizing visual clutter, possibly improving the overall aesthetics of Front Street, and allows the street to be reduced to three lanes. Although expensive, it is will allow Front Street to be functional for pedestrian and vehicular use.
- Finally, the creation of a shared-use path on the north side of Front Street serves as a vital link in the town’s network of greenways, providing residents and visitors with safe and convenient access to recreational opportunities and natural amenities. By connecting to proposed future greenways, the shared-use path enhances connectivity and expands access to open space, promoting active living and environmental stewardship throughout the community while also attracting visitors to Bonner Springs.

FRONT STREET IMPROVEMENTS - OPINION OF PROBABLE COSTS:

	Budget Range	
Furnishings (bench, bike rack, trash, bike repair, bollards, pet waste)	\$36,000.00	\$56,000.00
Signage	\$50,000.00	\$60,000.00
Planting	\$55,000.00	\$65,000.00
Trees	\$60,000.00	\$75,000.00
Shared use path	\$550,000.00	\$820,800.00
Lighting	\$800,000.00	\$1,200,000.00
Road diet	\$3,000,000.00	\$3,300,000.00
Street crossings	\$105,000.00	\$115,500.00
Stormwater infrastructure	\$60,000.00	\$70,000.00
Total	\$4,716,000.00	\$ 5,762,300.00

* Price does not include project contingency. We recommend 20% until design documents are developed.
* Price does not reflect soft costs, design fees, surveys, etc.

FUNDING OPPORTUNITES & NEXT STEPS

The improvements along Front Street will address mobility and traffic/transportation issues, therefore the Surface Transportation Block Grant Program would be a good start.

The Surface Transportation Block Grant program provides flexible funding from the Federal Highway Administration that may be used by states and localities for projects on any federally aided highway, including the National Highway System, bridge projects on any public road, transit capital projects and intercity bus terminals and facilities.

The Mid-America Regional Council (MARC) distributes these funds using competitive application processes governed by the Kansas and Missouri STP Priorities committees, which are both subcommittees of the Total Transportation Policy Committee. There is significant flexibility in the allocation of STP however priority will be given to projects that advance the following:

- Increase modal choice, such as bicycle and pedestrian
- Better integrate projects into the community - Livable communities
- Better manage roadway capacity

Additional funding sources include RAISE Discretionary Grants, as well as the USDOT, Safe Street for all Grant Program. As a next step for all funding sources, more detailed planning and study would be necessary to identify specific projects and define phasing.

RIVERFRONT PARK

Providing access to the riverfront is of paramount importance for fostering community well-being, promoting environmental stewardship, and enhancing quality of life in Bonner Springs. Rivers have historically served as centers of commerce, culture, and recreation, and opening up the riverfront to residents and visitors allows them to reconnect with nature, explore local ecosystems, and engage in outdoor activities. Access to the riverfront also creates opportunities for educational programming, environmental awareness initiatives, and community events that celebrate the natural beauty and cultural significance of the area. The proposed Riverfront Park has the potential to attract a wide range of demographics by offering a diverse array of amenities and programming that cater to varying interests and preferences.

- The inclusion of a destination playground appeals to families with young children, providing a safe and stimulating environment for play and social interaction.
- The overlook and event shelter offer opportunities for scenic views, relaxation, and gatherings, appealing to individuals seeking tranquility and community connection.
- Flexible lawn space within the park provides a versatile venue for recreational activities, picnics, and special events, accommodating the needs and interests of residents of all ages and backgrounds.
- The sculptural seating element strategically positioned in the park offer opportunities for rest and contemplation while providing panoramic views of the surrounding landscape but also allows caretakers to be able to safely watch their children whether they are on the playground, vertical playground, or splash pad!

- The inclusion of a flexible plaza and splash pad adds another dimension to the park experience, offering opportunities for active play, socializing, and cooling off during hot summer days. The splash pad serves as a refreshing amenity for families and children, while the flexible plaza provides a multi-functional space for community gatherings, performances, and events.
- A new parking lot with a bioswale and kayak launch enhances accessibility to the riverfront, making it easier for people to visit and explore the park while minimizing environmental impact and promoting sustainable infrastructure.

Overall, the proposed amenities and programming at Riverfront Park reflect a commitment to creating a welcoming and inclusive space that celebrates the natural beauty of the Riverfront in Bonner Springs. By providing access to the riverfront and offering a range of recreational opportunities, the park serves as a catalyst for community engagement, environmental stewardship, and economic vitality, enriching the lives of residents and visitors alike.

RIVERFRONT PARK - OPINION OF PROBABLE COSTS:

	Budget Range	
Site prep + demo	\$100,000.00	\$200,000.00
Furnishings	\$50,000.00	\$75,000.00
Signage	\$45,000.00	\$60,000.00
Lighting	\$160,000.00	\$240,000.00
Site hardscape	\$180,000.00	\$375,800.00
Planting	\$45,000.00	\$60,000.00
Trees	\$10,000.00	\$15,000.00
Playground	\$1,000,000.00	\$3,000,000.00
Vertical play structure	\$200,000.00	\$250,000.00
Flex plaza hardscape	\$175,000.00	\$200,000.00
Splash pad component	\$160,000.00	\$320,000.00
Kayak launch	\$120,000.00	\$200,000.00
Overlook with shelter	\$180,000.00	\$250,000.00
Playground shelter	\$60,000.00	\$80,000.00
Flexible lawn	\$12,500.00	\$50,000.00
Tiered seating element	\$30,000.00	\$40,000.00
Bioswale in parking lot	\$55,000.00	\$75,000.00
Restroom	\$150,000.00	\$350,000.00
Drinking fountain	\$16,000.00	\$20,000.00
Fencing	\$65,000.00	\$90,000.00
Parking lot	\$175,000.00	\$200,000.00
Access road improvements	\$50,000.00	\$75,000.00
Pedestrian / vehicular signal crossing at railroad	\$180,000.00	\$190,000.00
New crossing at Front Street	\$150,000.00	\$160,000.00
Utilities for restroom	\$90,000.00	\$100,000.00
Total	\$3,458,500.00	\$ 6,675,000.00

* Price does not include project contingency. We recommend 20% until design documents are developed.
* Price does not reflect soft costs, design fees, surveys, etc.

RIVERFRONT PARK

FUNDING OPPORTUNITES & NEXT STEPS

The Riverfront Park will provide a new open space opportunity which will provide a new destination for community. Potential funding sources beyong city capital funds are as follows;

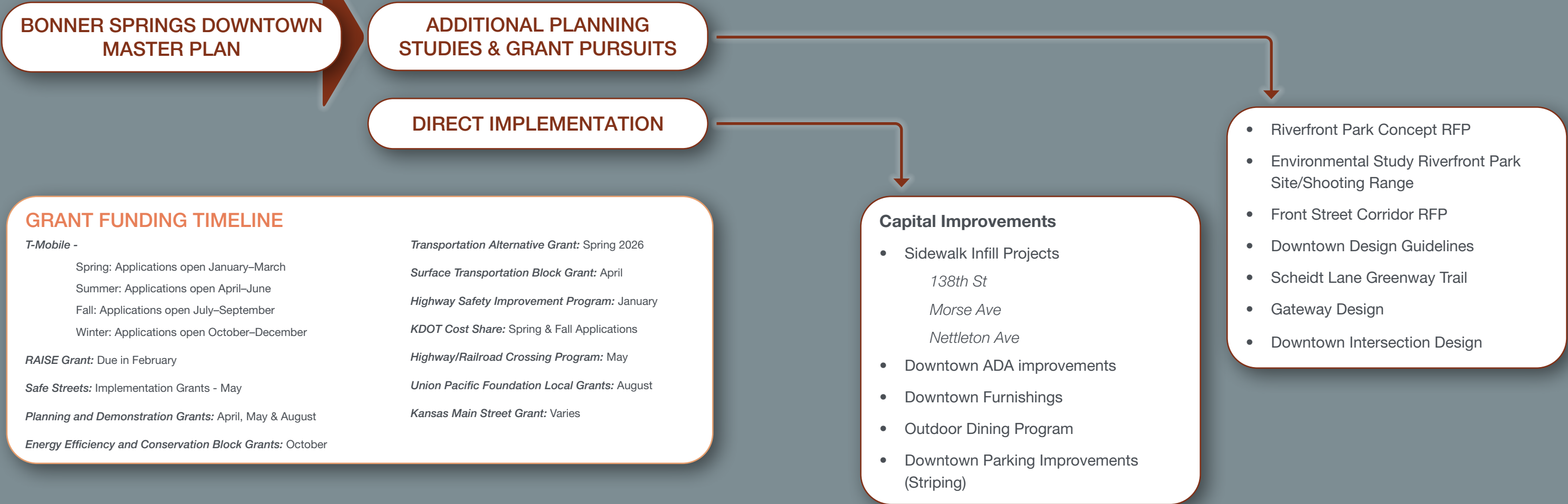
- Kansas Department of Wildlife & Parks - Qualifying projects include development and/or acquisition of outdoor facilities for the purpose of public recreation.
- Community Development Block Grants -This program funds projects to increase community engagement, health, connectedness and vibrancy in communities. Eligible expenses include:
 - Construction or renovation of new or existing community centers, libraries, or parks.
 - Installation of benches, playground equipment, splash pads, restrooms, picnic areas, or renovations to existing swimming pools.
 - Engineering and architectural costs and fees.
 - Administration costs for grant funds.

As a next step for all funding sources, more detailed planning and study would be necessary to identify specific projects and define phasing



IMPLEMENTATION

NEXT STEPS



PHASING + NEXT STEPS

Strategic phasing and implementation is an important step towards bringing a concept plan to life. Phasing recommendations for the Bonner Springs Downtown Master Plan are based on two key factors. Project type will largely dictate the available funding sources for implementation. Community Desire will impact prioritization for projects of the same type. Two timelines are defined. Priority, or short-term projects should be sought out for implementation in the 1-5 year range. Visionary, or long-term projects target the 5+ year implementation range. It is important to note that should funding come available, long-term projects can be implemented earlier.

TRAILS & PEDESTRIAN IMPROVEMENTS

- Priority Projects (1-5yrs):
- Bluegrass Trail
 - 138th St Ped Improvements
 - Morse Ave Ped Improvements
 - Nettleton Ave Ped Improvements
- Visionary Projects (5+yrs):
- Scheidt Lane Greenway

In addition to grant funding, pedestrian improvements should be allocated to capital improvements budgets when possible.

DOWNTOWN IMPROVEMENTS

- Priority Projects (1-5yrs):
- Furnishing Updates
 - Wayfinding Signage
 - Outdoor Dining Program
 - Street Parking
 - Sidewalk ADA updates
- Visionary Projects (5+yrs):
- Gateway
 - Improved intersections (Crossings)

FRONT STREET

- Visionary Projects (5+yrs):
- Section B2
 - Section C
 - Section D
 - Section B1
 - Section A

RIVERFRONT PARK

- Visionary Projects (5+yrs):
- Park Improvements



08 Appendix

COMMUNITY ENGAGEMENT

COMMUNITY ENGAGEMENT BOARDS

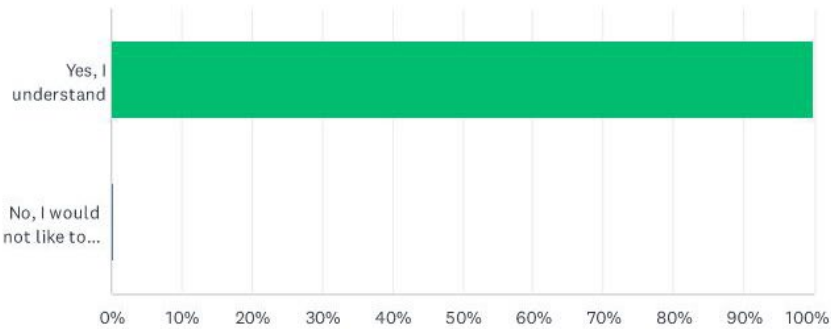
COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan

SurveyMonkey

Q1 You are being asked to participate in a survey for the “Bonner Springs Downtown Master Plan” which is being conducted by The City of Bonner Springs, Lamar Johnson Collaborative, Trekk Design Group, and MARC for the purpose of the master plan. This survey is anonymous. No one, including the researcher, will be able to associate your responses with your identity. Your participation is voluntary. You may choose not to take the survey, to stop responding at any time, or to skip any questions that you do not want to answer. Your completion of the survey serves as your voluntary agreement to allow the anonymous data gathered to be used in this master plan document. Questions regarding the purpose or proposals of the master plan should be directed to Chris Sanders (LJC) at sandersc@theljc.com.

Answered: 487 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, I understand	99.79%	486
No, I would not like to participate	0.21%	1
Total Respondents: 487		

Q2 Are you a resident of Bonner Springs?

Answered: 487 Skipped: 0



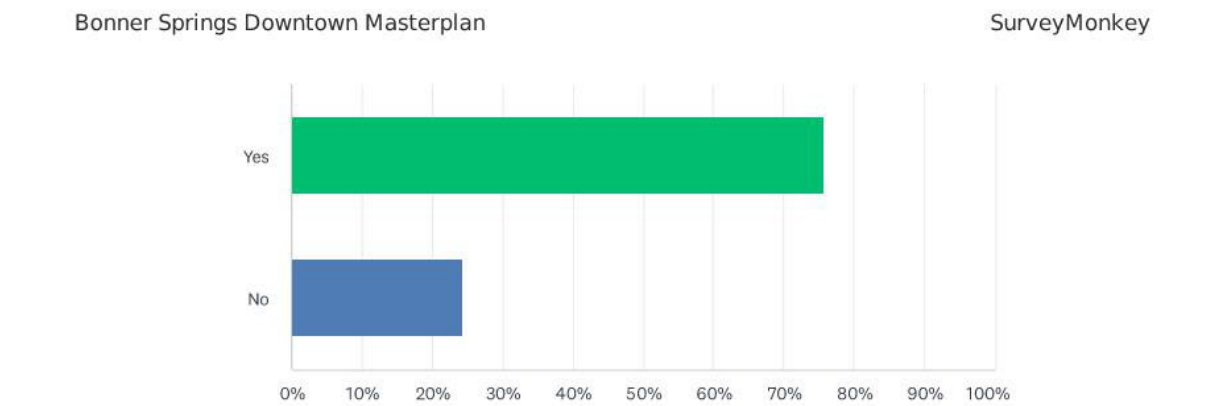
COMMUNITY ENGAGEMENT FLYER

COMMUNITY INPUT

OPEN HOUSE
CITY OF BONNER SPRINGS
BONNER SPRINGS DOWNTOWN MASTER PLAN
FEBRUARY, 2024

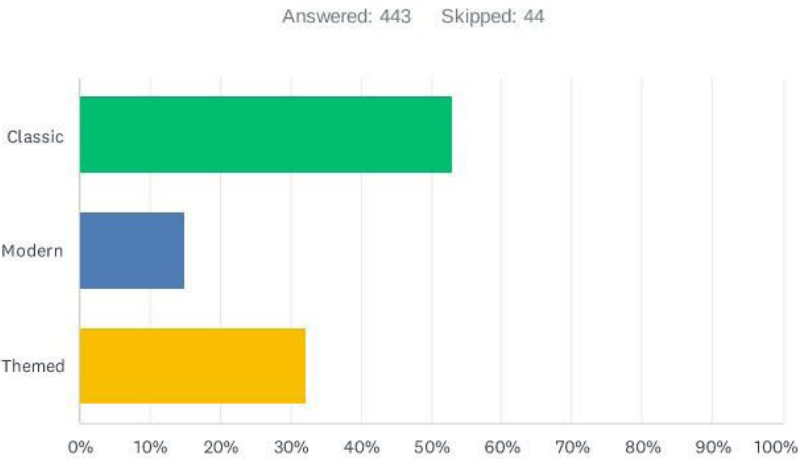


COMMUNITY ENGAGEMENT SURVEY

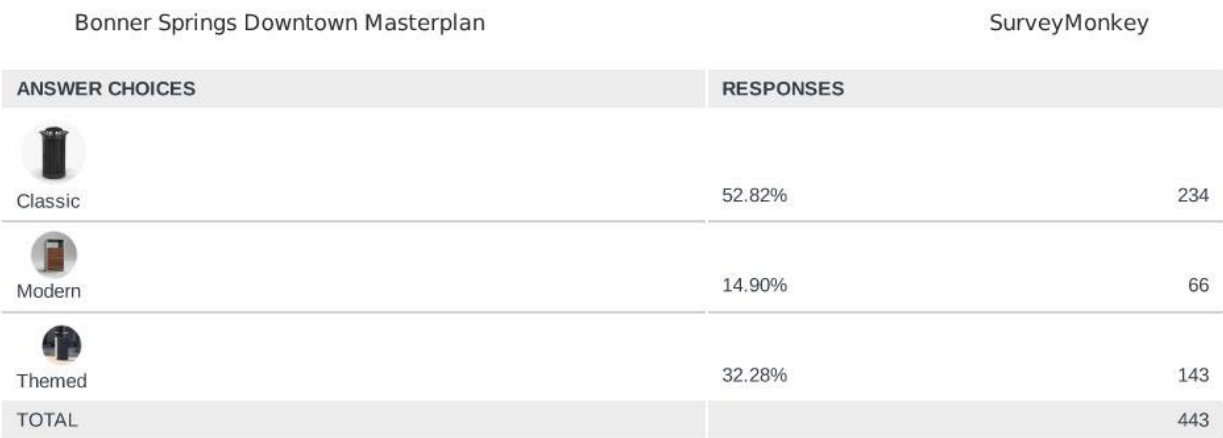


ANSWER CHOICES	RESPONSES	
Yes	75.77%	369
No	24.23%	118
TOTAL		487

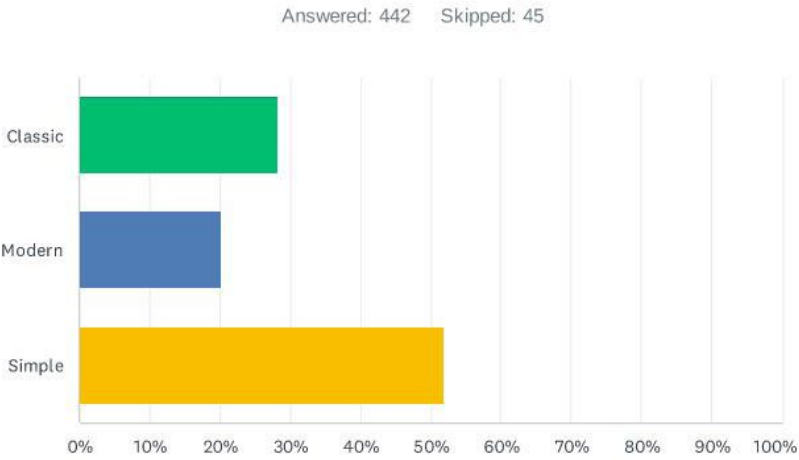
Q3 Which style of waste receptacles is most appealing for Downtown Bonner Springs?



COMMUNITY ENGAGEMENT SURVEY



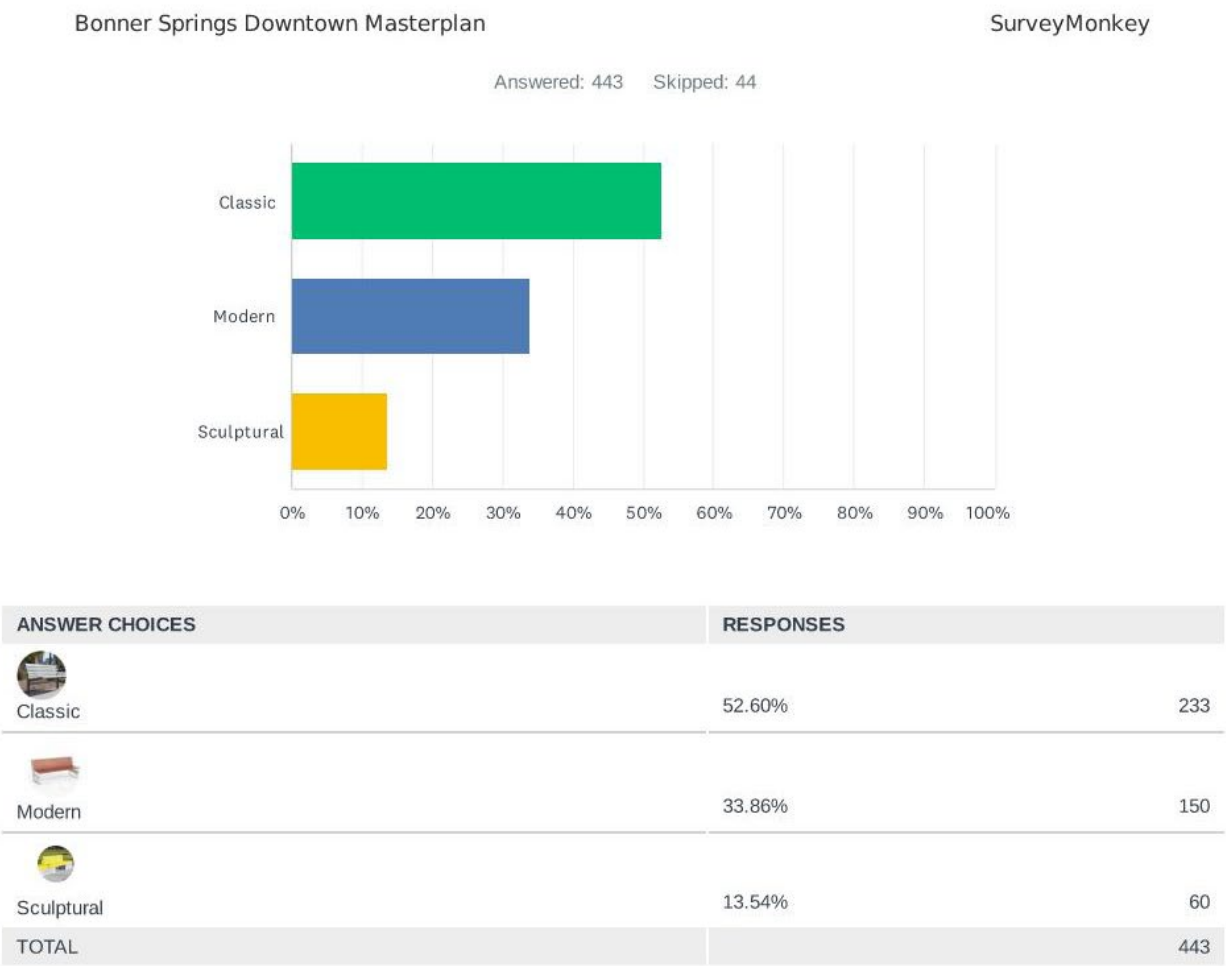
Q4 Which style of bike rack is most appealing for Downtown Bonner Springs?



ANSWER CHOICES	RESPONSES	
Classic	28.05%	124
Modern	20.14%	89
Simple	51.81%	229
TOTAL		442

Q5 Which style of bench is most appealing for Downtown Bonner Springs?

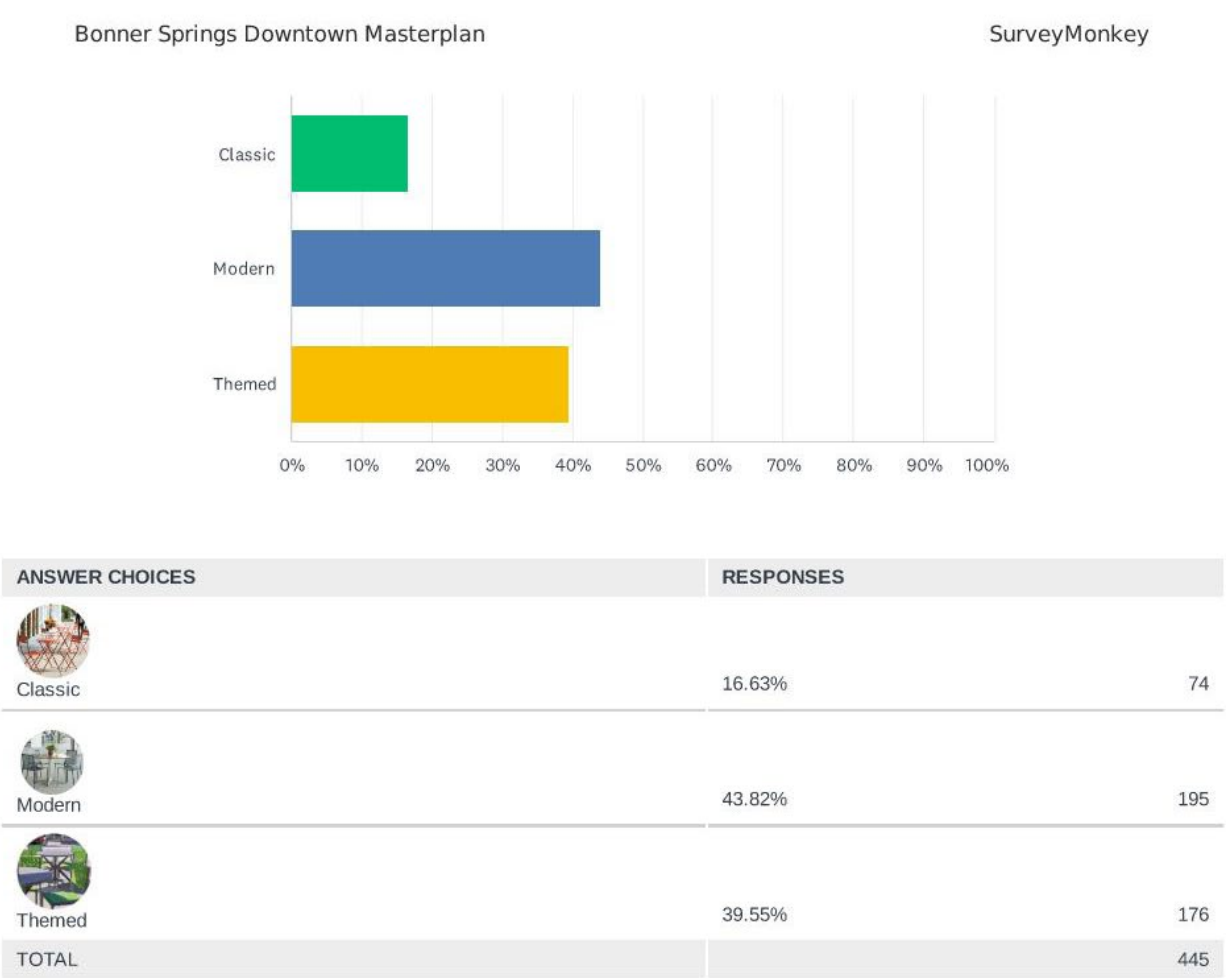
COMMUNITY ENGAGEMENT SURVEY



Q6 Which style of cafe seating is most appealing for Downtown Bonner Springs?

Answered: 445 Skipped: 42

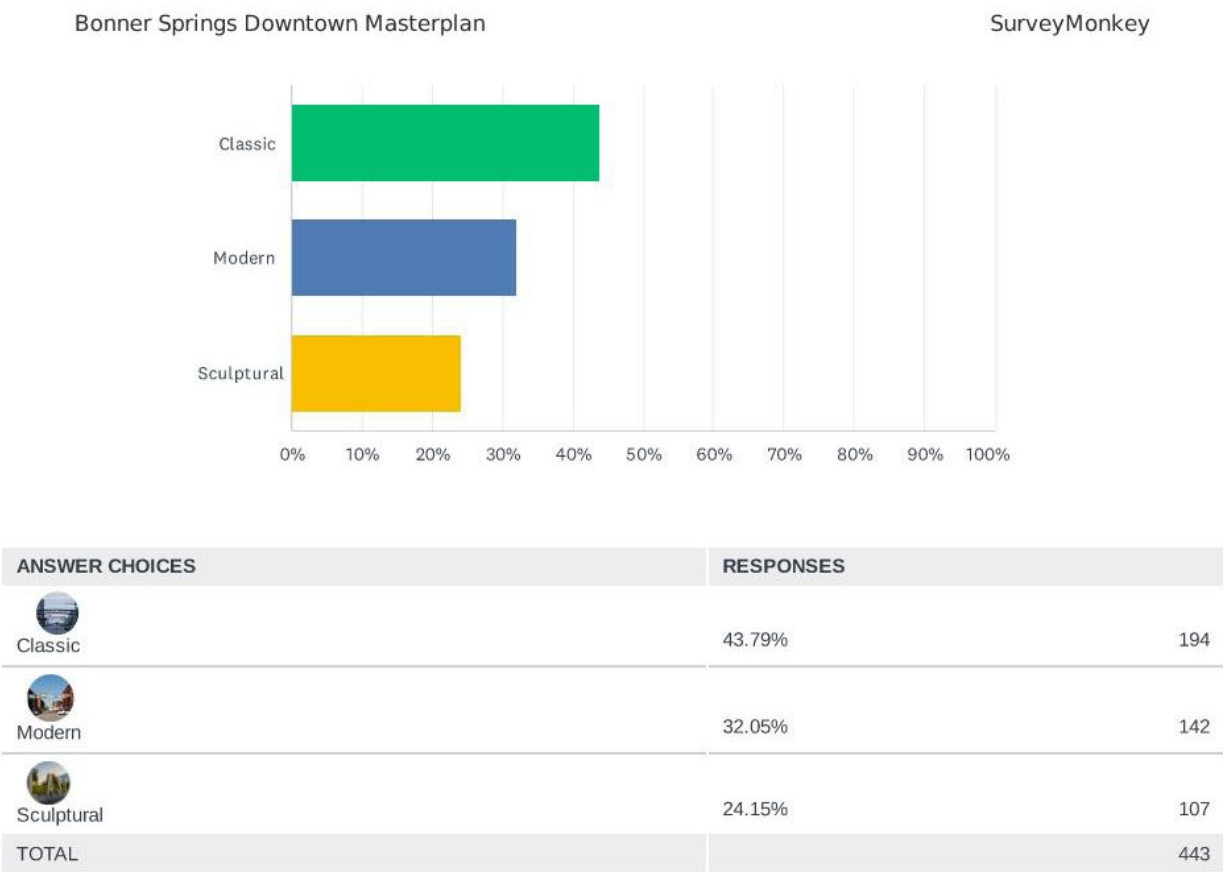
COMMUNITY ENGAGEMENT SURVEY



Q7 Which style of Gateway is most appealing for Downtown Bonner Springs?

Answered: 443 Skipped: 44

COMMUNITY ENGAGEMENT SURVEY



Q8 Do you have any comments, likes, or concerns about the Downtown Plan?

Answered: 166 Skipped: 321

#	RESPONSES	DATE
1	None	4/6/2024 10:21 AM
2	I'm so excited for this growth in Bonner! The plans look great and it will add so much to out little downtown.	4/4/2024 4:28 PM
3	Get rid of gun range noise.	4/4/2024 12:15 PM
4	Concerned about parking & being able to find spot to park for food	4/4/2024 8:37 AM
5	Is would like to see more shops, not residential living. A aldis or small store would be nice for the people who do not like to travel to Almaty or price Chopper for Milk or bread.	4/3/2024 4:29 PM
6	I would like to see plantings move toward native plants that benefit our pollinators and butterflies. For example, there is a huge area next to the new police station that could make an excellent pollinator park with plantings pathways and benches. Native plants are drought resistant after the first year of establishment and a great many if our Kansas natives are beautiful as well. The containers around downtown would also benefit from native plants. Less watering would by required by parks employes and natives come back every year, so new yearly plantings would no longer be needed	4/2/2024 10:32 AM
7	This is a fantastic idea and plan!	4/2/2024 10:08 AM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
8	I think a better spot for the farmers market would be at 313 Kaw Dr behind the car wash. The building should be turned into a place like The Porch Swing for all types of vendors.	4/2/2024 2:16 AM
9	Something that draws people in.	4/1/2024 5:36 PM
10	Leave it like it is. Add grocery store where old thirftway was	4/1/2024 4:21 PM
11	Incorporating the River in to the downtown would be very nice (not sure how it would be done with the train traffic.. Dedicated farmers market space.	4/1/2024 3:50 PM
12	No	4/1/2024 3:23 PM
13	Hoping this helps drive more traffic to use downtown!	4/1/2024 1:59 PM
14	I think it would also be great to have marked and named loops in the city too to the surrounding parks and businesses. (Loop name and Distances)	4/1/2024 12:49 PM
15	I want to keep a small town feel. Don't like the big city. Don't want traffic congesting our neighbor hood.	3/30/2024 9:28 AM
16	Farmers Market taking up parking space and the area used for Tiblow concerts is a good thing. Outside cafe??? Take up more parking???	3/28/2024 6:30 PM
17	That seems like an odd place to put the gateway since that road just goes to the post office and city hall, not actual things in Bonner that people would come to visit. Also hard to see it if you're turning at that intersection.	3/27/2024 8:24 PM
18	Ped bridge over the river please	3/26/2024 8:46 PM
19	Definitely want to include a riverfront park area, family friendly, featuring STEM/STEAM. An ecology area showcasing the abundant wildlife in and around the river.	3/26/2024 5:19 PM
20	Access to water	3/26/2024 11:53 AM
21	As a resident of Elm Street with only street parking right now, I'm concerned about our ability to park in front of our house in the future, with the new apartments going in right across the street. Hopefully Elm Street residents can have a parking tag or something in a "resident parking only" zone.	3/25/2024 4:18 PM
22	Where the parking lot is across from kobis. Can we do something there?	3/25/2024 2:03 PM
23	Just don't make it look bad!	3/25/2024 1:08 PM
24	Add a kayak launch at the riverfront park.	3/24/2024 10:29 AM
25	Please connect the sidewalks on Morse Ave from Bluegrass to Lions Park	3/23/2024 8:44 PM
26	New street parking shown on Elm St... What about the residents of the homes that park there now?	3/23/2024 9:09 AM
27	Love this! I remember a meeting about this very thing years ago. Excited it might be coming to fruition.	3/22/2024 10:55 PM
28	I am excited by the prospects of upgrading the downtown area. Thank you for taking this initiative. If you need help, let me know. Bill Kerns, First Christian Church, Bonner Springs	3/22/2024 7:51 PM
29	Keeping the authentic midwestern main street is important. Sticking to classic appearances and home town perspectives. Remembering our past and not trying to copy other metropolitan area ideas. We are Bonner Springs, we like our small town vibe. Let's keep it that way. The river front park is a great idea as long as we keep Bonner Springs in mind as we develop the area.	3/22/2024 10:20 AM
30	I'm not a big proponent of the apartment complex at Oak & Front. Too much concrete and height that obscures a view or feels confining is a concern. I hope there will be green space in that location. I see outdoor cafes (right across from the restaurants) and maybe an alternative venue to Kelly Murphy Park, as a welcoming entry space. (Check out how Lemonade Park in the west bottoms offers a menu from nearby restaurant, Voltaire, to concert goers.	3/22/2024 6:28 AM
31	No	3/22/2024 3:47 AM
32	Parking is always a concern when there is any big event happening downtown	3/21/2024 10:59 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
33	It is very difficult for those with disabilities to navigate downtown Bonner Springs. The shop owners are rather unfriendly and not respectful of older residents or tourists. I am unable to access but a few buildings.	3/21/2024 10:11 PM
34	I love this!!! 100% for it. Sobexcited	3/21/2024 10:10 PM
35	don't like the outdoor tables on sidewalks. there's already too many things (businesses personal benches chairs, city trash receptacles & flower boxes) i think that would overcrowd the sidewalks	3/21/2024 9:03 PM
36	LOVE the idea of a riverfront park!!! More walking areas are needed!	3/21/2024 6:21 PM
37	A new park near the river and railroad seems dangerous for people	3/21/2024 4:30 PM
38	Need a gateway on oak street.	3/21/2024 3:46 PM
39	Would love a larger permanent roofed farmers market.	3/21/2024 2:26 PM
40	Most of the design is a waste of financial resources (taxpayer money). The only portion of the plan worth considering is the future farmers market. The Gateway idea is ludicrous all things considered. The Oak street sidewalks and parking spots don't work with the proposed cafe seating. Why should taxpayer money be spent on small business amenities? The city doesn't seem able to afford simple basics like street maintenance why should money be spent on this?	3/21/2024 2:24 PM
41	Who gets to sell food for the sidewalk cafes? Hopefully there will be some bidding involved insted of just awarding the contract	3/21/2024 1:02 PM
42	I think it's great to focus on the esthetic of the city.	3/21/2024 12:50 PM
43	Please consider investing in current physical infrastructure (side walks, parks, etc.) before adding items.	3/21/2024 12:39 PM
44	N/A	3/21/2024 11:50 AM
45	What impact will it have on property taxes?	3/21/2024 11:36 AM
46	Bonner needs this. Please expedite the plan. On another note. Clean up the many building code violations such as broken windows, rotting wood etc. the codes are already in place. Please enforce them and clean up the town	3/21/2024 11:16 AM
47	With 100 apartments going in, where is everyone going to park to be able to access the businesses? On Sip and Shop nights, parking fills the lot where the apartments are going and all street parking. I feel the apartments will deter us from visiting downtown.	3/21/2024 11:15 AM
48	The apartment development if cost effective/low income will bring even more crime and drugs into our community. It's gonna be an issue	3/20/2024 7:52 PM
49	none at this time.	3/20/2024 9:55 AM
50	A riverfront park should be included, with access at Oak or Cedar or west of downtown. We are a historic downtown/community and should embrace in design elements. We need pedestrian access to Oak street from parking by centennial park. Include a pocket park and/or landscaping. Encourage building owners to on Oak Street to utilize back entrances along Cedar Street, making them pleasing and inviting. Oak Street at 2nd and 3rd Street intersections could enhance vibrancy using creative crosswalks (street murals).	3/19/2024 5:41 PM
51	Gateway signage: could play off the railroad- so would look almost like a combo of what you are calling "classic" and "modern".	3/19/2024 11:57 AM
52	.	3/18/2024 5:02 PM
53	Trails - from lions park to high school should be a priority- I am a grandparent who visits frequently and our family supports this need !	3/18/2024 12:21 PM
54	This might be a good place for loft apartments.	3/17/2024 6:53 PM
55	Need water fountains, trash cans, dog area, shade, ADA accessible, dog poo drops, well lit	3/17/2024 1:38 PM
56	I highly disapprove of the what you labeled as "Future Development" (euphemism for section 8 housing with inadequate parking), between K-32 and Kelly Murphy Park. A development of that	3/17/2024 12:16 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
	size, character, and income level, is not compatible with the quaint downtown you are apparently hoping for.	
57	adding a trail/sidewalk on Morse street connecting Lions park to 136th Street would be great for use and safety	3/16/2024 9:47 PM
58	Not enough parking. New apartment buildings will make things worst	3/16/2024 9:05 PM
59	I would like another survey on the options where the old supermarket used to be, noted as future development please? Thank you	3/16/2024 1:21 PM
60	Na	3/16/2024 11:47 AM
61	Classic is the way to go! The best part of Bonner is the small town feel and vibe!	3/16/2024 10:52 AM
62	The old lot where the thriftway was is not suitable for the gigantic apartments that they want. Structure downtown will be at risk and the house around it will disappear behind. If you want the city to still feel connected don't do the apartments, we need more shops and restaurants and buildings like they have there now. Think Johnson drive, those big apartments take away the community feel.	3/16/2024 10:24 AM
63	Yep Bonner has so many broken pieces. Bonner infrastructure is NOT in place to support ANY OF THIS! They are only adding onto ongoing problems. Bonner is quickly turning into KCK and it's so SAD the current council and Mayor can't see this. Instead of fixing any ongoing issues they continue to add to them and try to hide the broken pieces! The code enforcement doesn't even enforce the codes. So let's add all of this and it will be TRASHED. Cause Bonner doesn't care ABOUT anything except lining their pockets!	3/16/2024 9:43 AM
64	New development/construction should fit the "old town" aesthetician vs modern building	3/16/2024 8:45 AM
65	Apartments will destroy the downtown area. A Trader's Joes, pickleball courts or similar would bring in business from surrounding areas and become more of a destination.	3/16/2024 7:12 AM
66	New Street Parking on Elm street seems redundant.	3/15/2024 11:59 PM
67	The style options feel like soulless urban centers. Give us things that make us feel like human beings and not cogs.	3/15/2024 9:16 PM
68	Na	3/15/2024 9:13 PM
69	Hope the stores fill, enjoying visiting your city. I am a past resident	3/15/2024 7:45 PM
70	Dog friendly please!	3/15/2024 7:45 PM
71	We need a market assessment to no what types of development to target for infill and redevelopment when opportunity arises. Is there a way to make a connection to the river from the downtown? We need focus also on k-32 from k-7 to the downtown.	3/15/2024 7:09 PM
72	Please include pet waste bags and water fountains	3/15/2024 7:06 PM
73	Very concerned the downtown apt. complex will degrade the appeal that downtown was starting to generate.	3/15/2024 6:58 PM
74	Would like to see more landscaping.	3/15/2024 6:32 PM
75	It is nice to have a balance of paying tribute to the past while still showing the Bonner is a vibrant place to be with updated new things.	3/15/2024 6:08 PM
76	Would love to have pickleball as an amenity	3/15/2024 4:55 PM
77	Would love to see pickleball courts! I'm the USA pickleball ambassador for Wyandotte county and it is a huge win anywhere! All ages can play and it is great for the community!	3/15/2024 4:42 PM
78	The future home development is poorly placed. Homes that close to the train tracks will be very noisy	3/15/2024 3:33 PM
79	More walking, biking, running paths or dedicated lane space on roadways.	3/15/2024 12:48 PM
80	Looks like a wonderful addition to the community!	3/15/2024 12:36 PM
81	I lived there for 30 years and think this is wonderful.	3/15/2024 12:24 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
82	Thank you for efforts to make Bonner better	3/15/2024 11:35 AM
83	I certainly hope that there is NO plan to reduce or restrict the number of lanes or two-way traffic. That never benefits the property owners or business owners within the plan.	3/15/2024 11:29 AM
84	I like what I'm seeing so far.	3/15/2024 11:15 AM
85	Love the idea of river access finally being utilized!	3/15/2024 10:37 AM
86	Let's fix what we got.	3/15/2024 10:34 AM
87	Street parking is not ideal in my opinion.	3/15/2024 10:12 AM
88	This is exciting!	3/15/2024 9:29 AM
89	Would love to see a riverfront park added!	3/15/2024 8:46 AM
90	No	3/15/2024 8:44 AM
91	The listed items that this survey polls need to be something that will age/weather nicely or be maintained. I could see some options deteriorating and looking outdated, shabby or eyesores after a few years.	3/15/2024 8:16 AM
92	Will be exited to see it come to fruition	3/15/2024 8:06 AM
93	Excited to see it happen..	3/15/2024 8:04 AM
94	Think it is great!	3/15/2024 7:53 AM
95	I am very excited!	3/15/2024 7:22 AM
96	Make it more attractive for young families	3/15/2024 6:52 AM
97	The more sidewalks, the better!! Maintaining/improvement of downtown cleanliness should be top priority!	3/15/2024 6:41 AM
98	I don't want to pay higher taxes.	3/15/2024 6:37 AM
99	Thanks for the opportunity for all to participate	3/15/2024 6:21 AM
100	Please do connect the riverfront to a park or some kind of access so that we can honor the traditions in the history of Bonner Springs to the waterway. I love Bonner Springs and have been shopping there for over 50 years. It is the heart of Wyandotte county. I say that, because how many people travel from KCK to walk the refreshing sidewalks of Bonner Springs.	3/15/2024 6:00 AM
101	No	3/15/2024 5:22 AM
102	The park would be welcomed and greatly enjoyed if the housing and the businesses were all three on the same level. Nice parks can't be maintained with money from families on low income. Small businesses in downtown can't be supported by families with low income. Make all the elements compliment each other when decision day comes.	3/15/2024 5:01 AM
103	The children that are left unattended that like to wreck the parks and wrecking the benches and new things provided	3/15/2024 2:21 AM
104	Very excited that this is happening	3/15/2024 1:46 AM
105	I thought creating something around the river was the plan.	3/15/2024 1:33 AM
106	A riverfront park and improving downtown sounds wonderful, here's some items that need addressed first. 1. Get rid of the annoying and loud shooting range that makes the entire area close to downtown sound like a war zone!!! It could be moved way out towards the caves, away from people and getting rid of the noise! 2. Pass a noise ordinance! I get so tired of the loud booming music on work nights and even on the weekends! The police can do nothing but ask people to please turn the music down. This just makes people vindictive and they turn it up! No one wants to move to a town and buy a home where loud booming bass music (if you can call it music,) is keeping them and their children up at night. This would include outlawing the loud booming bass "music," coming from cars. 3. Fix the sidewalks!!! 4. Pass an ordinance forbidding people to ride off road vehicles even on their own property! No one wants to buy a house next to an amateur motor cross track where loud mufflers on dirt bikes disturb a beautiful and peaceful day like the one on Bluegrass! 5. Crack down on 4 wheelers and dirt bikes being driven on back roads like on Scheidt Ln! 6. Scrap the downtown low income	3/15/2024 1:16 AM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
	apartment plan and put in a grocery store. 7. Ask police to set a good example while driving by following traffic laws like using their turn signals and turning on their headlights when it's raining 8. Make a sidewalk from downtown to the trailer park. Since they have fixed that place up there are tons of kids walking in the street to get to downtown. The sidewalk should run down Scheidt Ln and meetup and cross to get the the track of the high school. This is a small list, but it's a place to start.	
107	While I don't live in Bonner specifically, my kids go To BSHS (we live in Delaware Ridge). We frequent Bonner multiple times per week. I feel I am an invested participant. I really like the idea of a riverfront park with trails and river access (kayaks, boats, fishing, etc). A trail from Bonner to Edwardsville river front park would be amazing. Definitely bike friendly with lots of bike racks. Public toilet and sanitation stations would be nice.	3/15/2024 1:10 AM
108	extend planning to the east on front street. so much ugliness up until the classic cars shop...	3/14/2024 11:56 PM
109	Make Parking for visitors to downtown stores easier and more visible	3/14/2024 11:52 PM
110	Would love to see pickleball courts in the green spaces !	3/14/2024 11:40 PM
111	Love the idea of sidewalk cafes and more sidewalks. Would like to see more riverfront development/park and trails and a boat dock/rental area for kayaks etc on the river.	3/14/2024 11:24 PM
112	Need more activities to participate in, for sure, and more restaurants. Just be sure to listen to everyone and watch out for a the small businesses.	3/14/2024 10:37 PM
113	n/a	3/14/2024 10:15 PM
114	Question 6 regarding the seating the classic option, I feel like my butt would keep sliding thru the back of the seat. This seat also offers NO lower back support and I feel would be very uncomfortable.	3/14/2024 10:04 PM
115	More walking paths throughout downtown	3/14/2024 8:57 PM
116	No	3/14/2024 8:55 PM
117	This is not a good idea	3/14/2024 8:54 PM
118	No	3/14/2024 8:48 PM
119	NO SECTION 8	3/14/2024 8:46 PM
120	New developments along the river and the empty lot where the old city hall used to sit.	3/14/2024 8:16 PM
121	Not currently	3/14/2024 8:12 PM
122	More food attractions or unique place to eat at	3/14/2024 7:52 PM
123	More businesses/restaurants/coffee shops/cafes/etc that stay open later. It's great to add the cafes but the hours of what's currently there aren't great. You gotta go to Starbucks to get a coffee after 3pm. Develop the downtown in a way that encourages later closings.	3/14/2024 7:48 PM
124	New community center like Lenexa, mission or Olathe indoor pool would be great for cold months, a workout facility (the ymca is outdated in my opinion) places where families can have fun birthday parties. Please check into the community centers for the cities listed above . More family focused events. Example: Shawnee town trick or treating, Olathe community centers New Year's Eve party for kids etc.	3/14/2024 7:46 PM
125	A Riverwalk would be a fabulous addition to the city, including bike trails	3/14/2024 7:33 PM
126	N/A	3/14/2024 7:32 PM
127	Statues are gorgeous. More statues especially on a roof. Just like in Italy.	3/14/2024 7:28 PM
128	I'd rather see more trails than sidewalks. But otherwise, not bad.	3/14/2024 7:10 PM
129	We need more housing downtown	3/14/2024 7:01 PM
130	I was raised in Bonner and I work at BSHS. Hope to move back!! A river front walking path would be amazing!!	3/14/2024 6:59 PM
131	Would love for the down town plan extend down to the river front and include walking/bicycle trails along the river.	3/14/2024 6:48 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
132	No	3/14/2024 6:41 PM
133	Grocery Store with fresh produce. Apartments above the store for built in customers.	3/14/2024 6:39 PM
134	I really hope the ridiculous apartment plans are being scrapped. There isn't enough parking down there already without adding people living there.	3/14/2024 6:37 PM
135	More places/things for families with children can enjoy. We also need more restaurants and food options instead of going to the Legends or Shawnee	3/14/2024 6:36 PM
136	Yes. We need another park and walking trail. Property at kansas Ave and 132nd is for sale and would make an excellent place	3/14/2024 6:33 PM
137	I like the direction you're heading	3/14/2024 6:28 PM
138	No	3/14/2024 6:22 PM
139	No	3/14/2024 6:21 PM
140	No apartments on the old Thriftway site	3/14/2024 6:16 PM
141	A mix of classic, modern and sculptural elements would be visually appealing without over the top "kitschy"	3/14/2024 6:14 PM
142	Bring it on!	3/14/2024 6:11 PM
143	Transportation improvements	3/14/2024 6:10 PM
144	Nah	3/14/2024 6:06 PM
145	Very limited what this survey does. Would be interested in bike lanes added to major roads for safety.	3/14/2024 6:04 PM
146	I love the idea of a riverfront park so much! I grew up here and have always wanted to see our position on the river utilized. I love this spirit for bonner and I think this vision is taking us in the right direction.	3/14/2024 6:04 PM
147	How is this going to make the town better? Will we get new roads and parking lots paved. A lot of the roads and parking lots are in rough shape.	3/14/2024 5:59 PM
148	With the new development in the old Thriftway location, please plan to leave enough parking spaces for the businesses across the street. There is no way street parking can accommodate all those business and the others further up the street. If we want visitors and therefore \$\$\$, we have to maintain adequate parking. Please do t take away parking behind the businesses either (in lot where Tiblow Day carnival is held). If we want to become a cute little downtown area for residents and visitors (like Parkville for example), we must retain these parking spots! Thank you!	3/14/2024 5:56 PM
149	Have some type of place to purchase groceries	3/14/2024 5:54 PM
150	I like the idea of using the empty lot across from Dairy Queen as a full-time farmers' market, similar to KCMO and OPKS. A riverfront park has appeal, as well.	3/14/2024 5:54 PM
151	No	3/14/2024 5:53 PM
152	No	3/14/2024 5:52 PM
153	I was just walking my dog and thought "we need a city market spot like Mission has!" This all looks so great and I can't wait to see it come to life.	3/14/2024 5:52 PM
154	Rail road	3/14/2024 5:49 PM
155	My only concern is that there is enough parking for all that is planned. Also, I would like us to keep the integrity our downtown area. It has a nice, small town feel that is very welcoming	3/14/2024 5:47 PM
156	Parking is my only concern. The planned apartment building will take over all parking! There will be no parking for normal business hours let alone events that are hosted in downtown often throughout the year.	3/14/2024 5:46 PM
157	I would hope that the old structures would be saved and reused as needed.	3/14/2024 5:44 PM
158	None	3/14/2024 5:39 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
159	I think gateway (not sure where that needs to fit)could also be lasered into large limestone that is native to this area. Or limestone combined with water to signify our springs	3/14/2024 5:36 PM
160	I think going with a classic look that will be in through all times is important. For the gateway sign, sticking with the new sunflower theme would be good. Updating entry signs to match that as well would be even better!	3/14/2024 5:33 PM
161	Get some play equipment in the downtown parks, some families don't have the option of driving to Lions Park or the Elementary School to play!	3/14/2024 5:30 PM
162	None	3/14/2024 5:30 PM
163	More dinning and out door dining and music with food and wine on Friday and Saturday	3/14/2024 5:29 PM
164	With regard to a riverfront park, my greatest concern is safety due to the RR crossing.	3/14/2024 5:23 PM
165	Parking now is getting full when there are downtown events. Adding additional businesses and apartments to downtown will make it worse. What is the plan for parking?	3/14/2024 5:23 PM
166	Plenty of parking while not losing appeal of current downtown. Don't lose boutiques and shops that already exist. Don't raise their rent. Keep trees and add more flowers, etc. Bring in cafes that offer alternatives such as vegan and allergy free.	3/14/2024 5:23 PM

Q9 Please note any trail connections not currently shown that you believe would have a positive impact on pedestrian circulation within the City of Bonner Springs.

Answered: 97 Skipped: 390

#	RESPONSES	DATE
1	None	4/6/2024 10:21 AM
2	South Park to Front St. and River!	4/4/2024 12:16 PM
3	Map does not show where the railroad is.	4/3/2024 4:32 PM
4	I'm very excited to see this. My dog and I walk trails nearly daily, but we go to Johnson county often because there aren't enough scenic trails here in Bonner to hold our interest. Lining the trails with native trees and plants where ever possible like JOCO does would be wonderful!	4/2/2024 10:38 AM
5	People need to be able to walk to The Fuel House. It's such a family place great for kids but we are unable to walk there.	4/2/2024 2:18 AM
6	Sidewalk should extend on Morse from Lions Park to 136th (Bluegrass)	4/1/2024 6:47 PM
7	A Trail from 2nd Street connecting to the existing trail at South Park.	4/1/2024 4:03 PM
8	I believe the tiblow mill where the fuel house is should have a trail. I know the run clubs and several other groups leave from there and think it would be utilized.	4/1/2024 12:52 PM
9	Sidewalk on K32 where it ends at the Vets Office going to 2nd St or 2nd Street finished to the Old Mill. I walk around town and getting to the Old Mill is not safe on foot.	3/28/2024 6:34 PM
10	Ok	3/26/2024 8:47 PM
11	The 134th walking trail is starting to deteriorate	3/26/2024 8:05 PM
12	A connection at Oak Street. A connection to the south where old RR bridge was.	3/26/2024 5:19 PM
13	Down 138th street from Kansas to K-32	3/25/2024 2:05 PM
14	Hiking trails	3/25/2024 1:09 PM
15	Sidewalk along 138th from Kump to Kansas Fixing the elevation of the sidewalk/bridge connection on Kump near Garfield (south side)	3/25/2024 9:39 AM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
16	Looks great	3/22/2024 10:56 PM
17	River Crossing - perhaps use K7 bridge?	3/22/2024 2:35 PM
18	I think it's important to connect the businesses on Nettleton and along the tracks (moon marble) with downtown.	3/22/2024 6:35 AM
19	Na	3/21/2024 11:01 PM
20	Very difficult to navigate Downtown. How would one be able to use an outdoor establishment? There needs to be an ordering system and automatic doors.	3/21/2024 10:15 PM
21	Would love to see a master plan for trail system using Kansas River levee system from Lawrence to KCK downtown. It exists at both ends, just nothing in the middle. Need bicycle friendly connection to JoCo trail system. Crazy seeing unprotected bicycles on K7.	3/21/2024 9:20 PM
22	We need more walking areas and trails would be nice and to have them well documented for the public	3/21/2024 4:13 PM
23	Trail from new riverfront park along river to come out near the feed store.	3/21/2024 3:50 PM
24	Hard to see on the image. Connecting 134th st trail to Kansas ave to 138th to k32 would be nice. Also can't tell on small image, but trail from morse end of sidewalk to k32 back to town would be nice if we could work around the k7 traffic. Also can we get some good trails in Kerry Roberts park and maybe to the park? If the city owns the land behind Salvation Army, can that be a park with trails? I just Want trails everywhere.	3/21/2024 2:34 PM
25	Looks good	3/21/2024 2:10 PM
26	A trail on Morse Ave between 138th and K-7 or extended to K-32 to connect with the future trail to connect with KCK/KCMO	3/21/2024 12:41 PM
27	N/A	3/21/2024 11:50 AM
28	Pedestrian and bike trails	3/21/2024 11:17 AM
29	Trail to Edwardsville along the river, with an access point near Lake Forest	3/19/2024 11:58 AM
30	Looks good	3/19/2024 10:28 AM
31	.	3/18/2024 5:03 PM
32	From lions park to high school !!	3/18/2024 12:21 PM
33	I'd love an easier way to get into downtown Bonner from the east. Remember that your city limits extend all the way to Edwardsville - this map doesn't even acknowledge that my house exists in city limits. Add a Trail under K-7, and you need to start enforcing city code regarding sidewalks - EVERY recent development along K-32,. you have granted variances in lieu of sidewalks.	3/17/2024 12:22 PM
34	Connection to River and Lake of the Forest	3/17/2024 11:33 AM
35	a trail/sidewalk on Morse street connecting Lions park to 136th Street.	3/16/2024 9:48 PM
36	Need riverfront park and trails Also no walking park accessibility east of K7	3/16/2024 9:07 PM
37	Na	3/16/2024 11:47 AM
38	The trails need to be wide enough for multiple people and wheelchairs. Also would be nice to be able to "adopt "part of the trails and have post with historical notes of the town	3/16/2024 10:26 AM
39	So when the trails get trashed who's going to maintain those. You can't even walk Bonner now without almost breaking an ankle	3/16/2024 9:43 AM
40	From the new small proposed pink area near/along K7 towards Morse/Nettleton library area without having to downtown (perhaps up the access road East of K7)	3/16/2024 8:50 AM
41	NA	3/16/2024 7:13 AM
42	Heavy concern for the S 134th Street & Metropolitan Ave intersection. Despite it being a 3 way stop I've seen far too many vehicles barrel through that intersection without regard to pedestrians to other vehicles. If the trail system becomes busier this would be a concern.	3/16/2024 12:08 AM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
43	There is no trail connection from the k32 trail to lions park. You have to walk to park St and then get to Lions Park	3/15/2024 9:17 PM
44	N/A	3/15/2024 9:17 PM
45	NA	3/15/2024 9:14 PM
46	Connecting sidewalks on Morse Ave to be able to walk continuously to downtown via sidewalk.	3/15/2024 7:47 PM
47	It's hard to tell the roads because no street labels. But I know I see people walk and bike Morse every day. And we need to plan for safe connections to schools given so many kids don't have school bus service.	3/15/2024 7:11 PM
48	A connected sidewalk/trail on Morse connecting 138th street to Lions Park and the rest of the trail systems. So many kids walk on Morse to/from school and there aren't sidewalks. I've seen near misses. We desperately need a sidewalk on Morse.	3/15/2024 7:11 PM
49	Would like to see a bike/walking trail from 138th down to Kaw Drive.	3/15/2024 6:33 PM
50	I would be excited about the purposed future planned trails. Those are areas that need them. It would be nice if the trail that goes over Kump could go underneath the road by the creek instead of kids having to cross the street when it is busy.	3/15/2024 6:12 PM
51	Trail by the River	3/15/2024 3:11 PM
52	Future plans of dedicated bike lane on k32	3/15/2024 12:49 PM
53	I don't see any missing from the proposal, but since I do not frequent the area daily I may not be accurate.	3/15/2024 12:38 PM
54	Second street to existing trail	3/15/2024 11:31 AM
55	Signage is needed to highlight trails already in existence. Also a trail from lions park to the swimming pool exist somewhat but better sidewalk is needed from lions park to metropolitan and signage as well. That would provide a mid trail as well as that proposed trail along 138th.	3/15/2024 11:19 AM
56	Sidewalks on w Morse	3/15/2024 10:34 AM
57	Na	3/15/2024 8:07 AM
58	Looks great	3/15/2024 8:05 AM
59	This looks great	3/15/2024 7:16 AM
60	I personally like the connections if it's able to access the old Mill without having to drive	3/15/2024 6:01 AM
61	None	3/15/2024 5:24 AM
62	Sidewalks are virtually nonexistent the further you get away from downtown. Sidewalks going to and from schools, from schools to parks and from parks to eateries would be very nice.	3/15/2024 5:06 AM
63	A trail along the river	3/15/2024 1:33 AM
64	Sidewalk from downtown to the trailer park running all the way down Scheidt Ln connecting to the sidewalk that leads to the high school track.	3/15/2024 1:17 AM
65	Yes	3/15/2024 1:10 AM
66	not sure if there's a sidewalk or trail from front on Scheidt and 138th up to Morse (Tiblow trot route). Need a sidewalk along Morse from Bluegrass on the south side.	3/15/2024 12:10 AM
67	A pedestrian trail along k32 in Bonner to make it safer to walk would be great	3/14/2024 11:26 PM
68	Trail system continuing west along Loring Drive (along the river)	3/14/2024 10:37 PM
69	n/a	3/14/2024 10:15 PM
70	The school trail is kinda of scary, hopefully it would be safe from keeping creepy pedo's away!	3/14/2024 10:06 PM
71	None	3/14/2024 8:49 PM
72	School trail has been a necessity for years. otherwise this plan looks great, Would be good if the morse neighborhoods by 138th had better direct access to downtown through trails	3/14/2024 8:19 PM

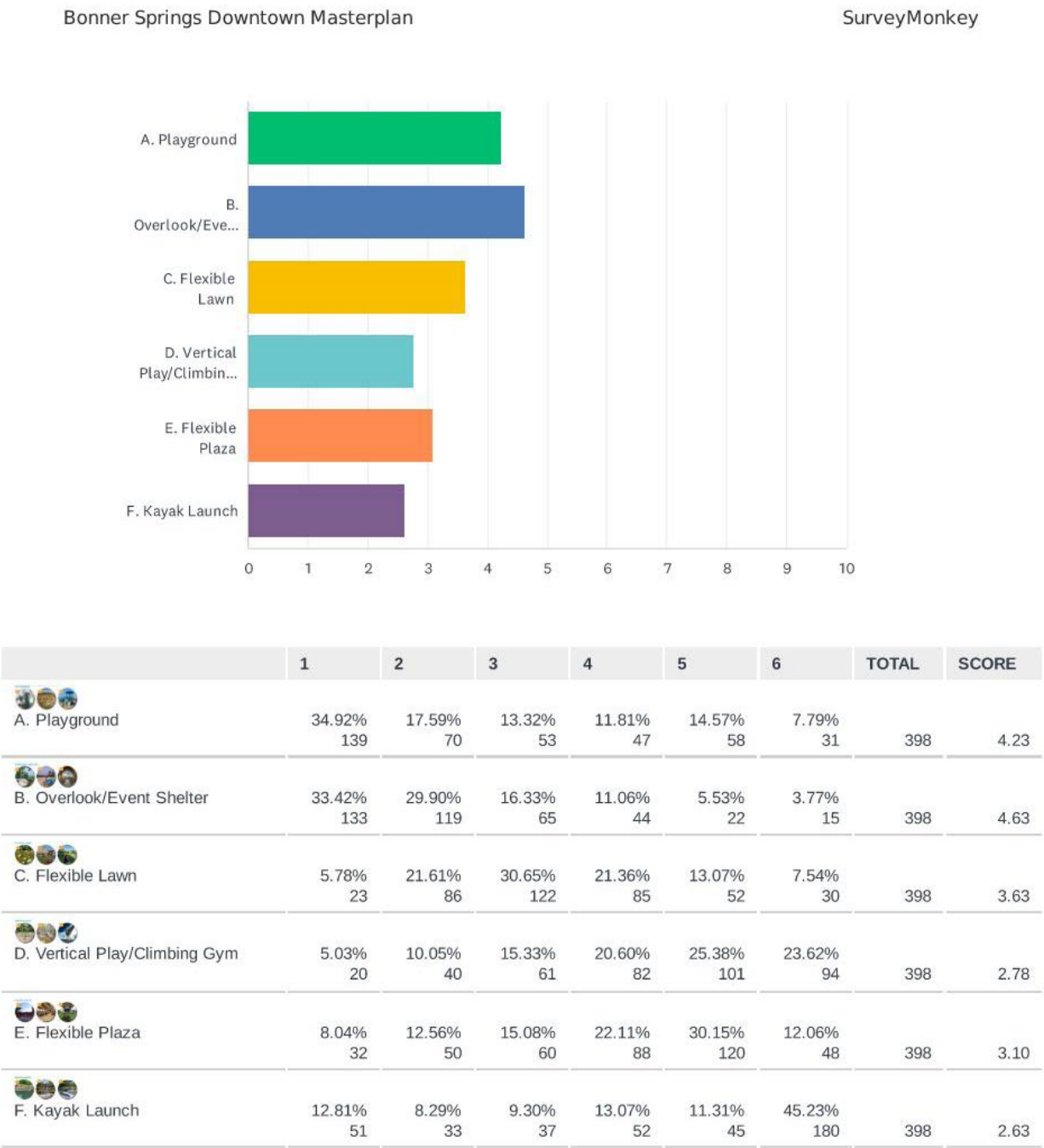
COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
73	N/a	3/14/2024 8:15 PM
74	N/A	3/14/2024 8:07 PM
75	Better sidewalks on Morse especially for the kiddos walking	3/14/2024 8:04 PM
76	A sidewalk along 132nd would be great. People have to walk in the road between Kansas Ave and Heritage Dr and one South 130th st to Nettleton. Both of these are extremely dangerous to walk along with how fast people drive down them and only having the option of walking in the road.	3/14/2024 7:52 PM
77	N/A	3/14/2024 7:32 PM
78	A trail on all of 138th St	3/14/2024 7:29 PM
79	disregard my previous comment.	3/14/2024 7:12 PM
80	Increased connectivity to the Olde Mill and better integration of those corridors with downtown and the YMCA as well	3/14/2024 7:02 PM
81	Na	3/14/2024 7:00 PM
82	Sidewalks in more areas would be nice.	3/14/2024 6:37 PM
83	The property at 132nd and kansas ave	3/14/2024 6:34 PM
84	NA	3/14/2024 6:29 PM
85	N/a	3/14/2024 6:17 PM
86	I like what is shown.	3/14/2024 6:13 PM
87	Perhaps something that connects to activities and parks farther north, i.e. golf course, Sandstone and WyCo park.	3/14/2024 5:58 PM
88	I'd like to see more safe crosswalks on Morse, leading from Lions Park to across the creek for easier and safer walking on trails and kids crossing. Additionally, this would connect to the sidewalks headed to the pool and North Park.	3/14/2024 5:57 PM
89	Lions Park to High/Middle school. County park to downtown area. Need a connection to the Fuel House/trailer park area. Gap between lions and North Park. Connection to JoCo trails. Connection to Kaite Trail? Or connection to flint hills trail?	3/14/2024 5:54 PM
90	Scheidt lane currently has no sidewalks..there are people and children walking there every day. People also ride bikes from Bonner to Edwardsville along the highway, me included...its scary..people intentionally try to run bikes off the road..flat tires from road debris are always an issue.	3/14/2024 5:54 PM
91	None	3/14/2024 5:53 PM
92	Sidewalks on all streets would be great for the students who walk to school.	3/14/2024 5:49 PM
93	This map a little hard for me to get in my head exactly where all trails are located. I don't know what proposed areas are or exactly where they are located	3/14/2024 5:43 PM
94	None	3/14/2024 5:30 PM
95	Complete the sidewalk all the way down Morse from 138th to K-32. A nature or bike trail along the closed Steventon Dr would be really awesome.	3/14/2024 5:28 PM
96	Riverfront access and park areas.	3/14/2024 5:24 PM
97	1.134th & Metropolitan to N Nettleton 2.Deerfield (Swartz Dr & 130th) to N Nettleton 3. Lions Park not connected to 134th & Metropolitan 4. No walking trail along W Morse from Arthur to N Bluegrass 5. No sidewalks within Grandview Subdivision	2/21/2024 9:12 AM

Q10 Rank your preferred riverfront park program elements from highest to lowest

Answered: 398 Skipped: 89

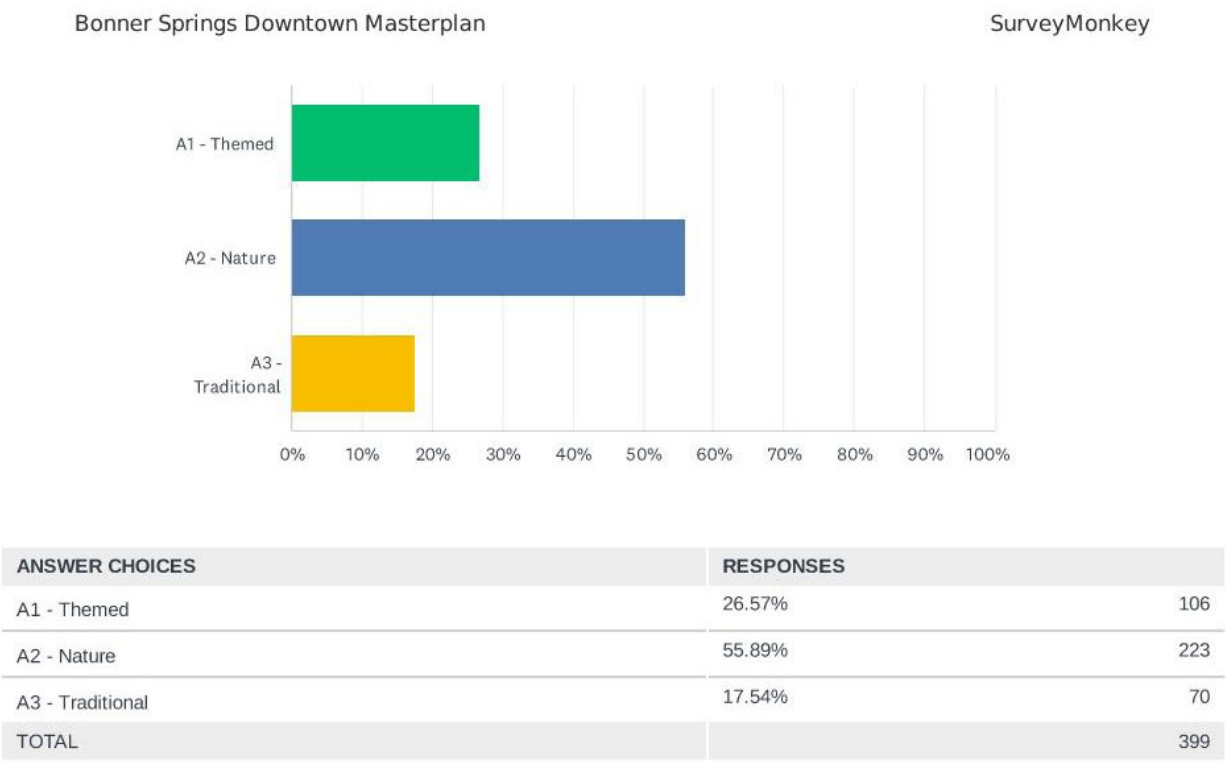
COMMUNITY ENGAGEMENT SURVEY



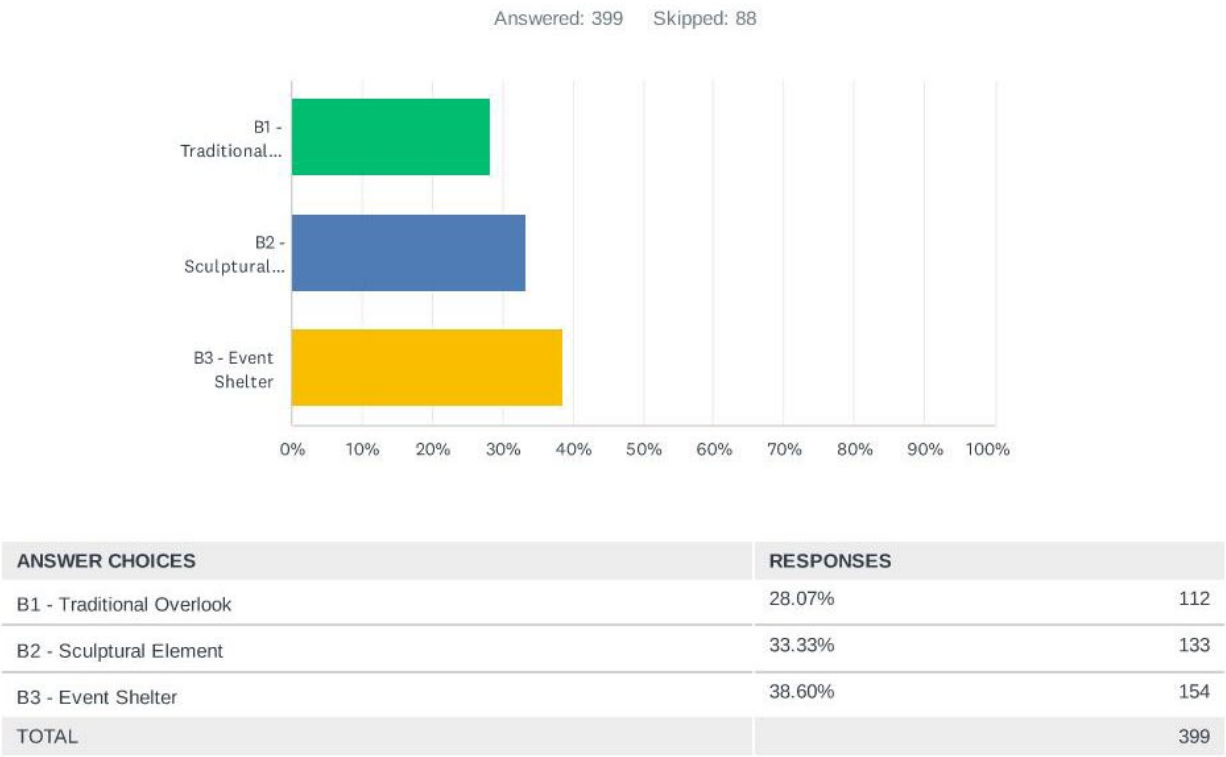
Q11 Choose your preferred style of playground

Answered: 399 Skipped: 88

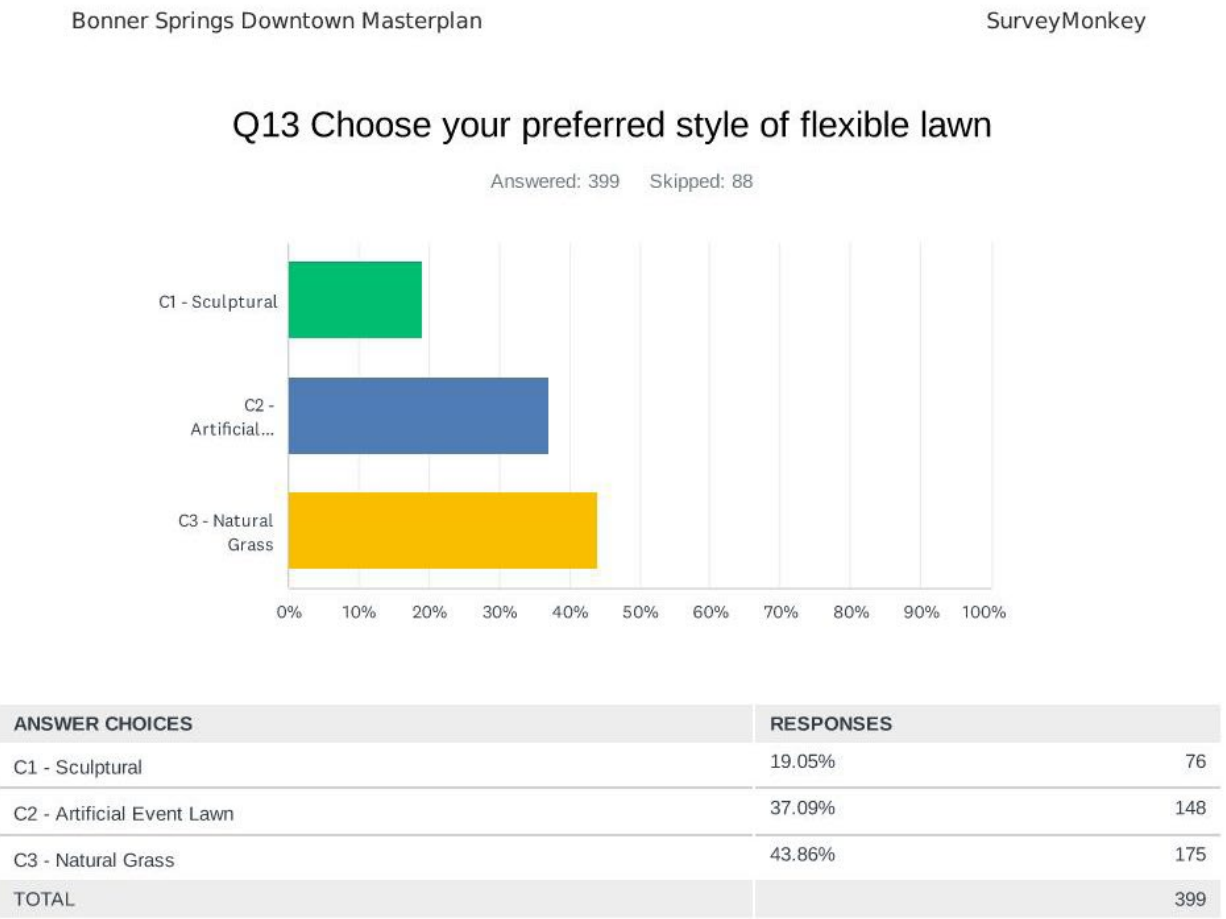
COMMUNITY ENGAGEMENT SURVEY



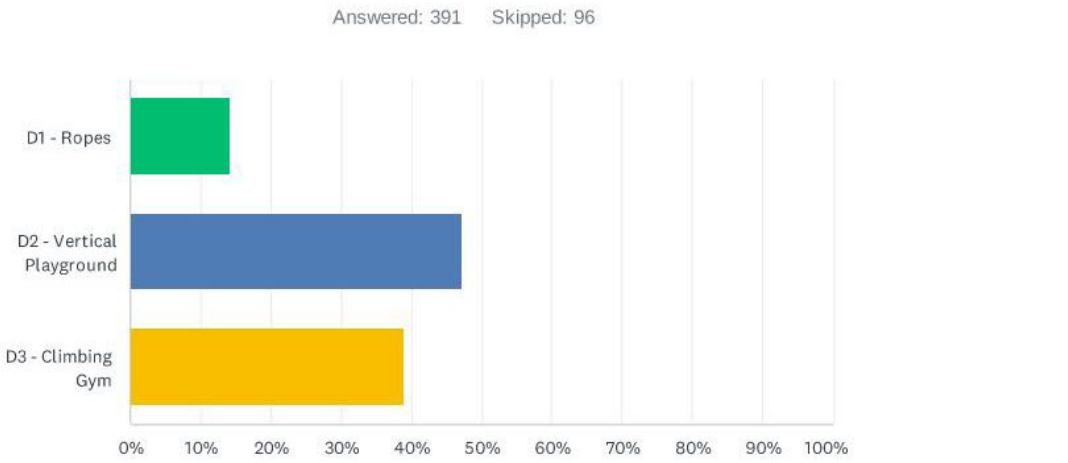
Q12 Choose your preferred style of overlook/event shelter



COMMUNITY ENGAGEMENT SURVEY



Q14 Choose your preferred style of vertical play



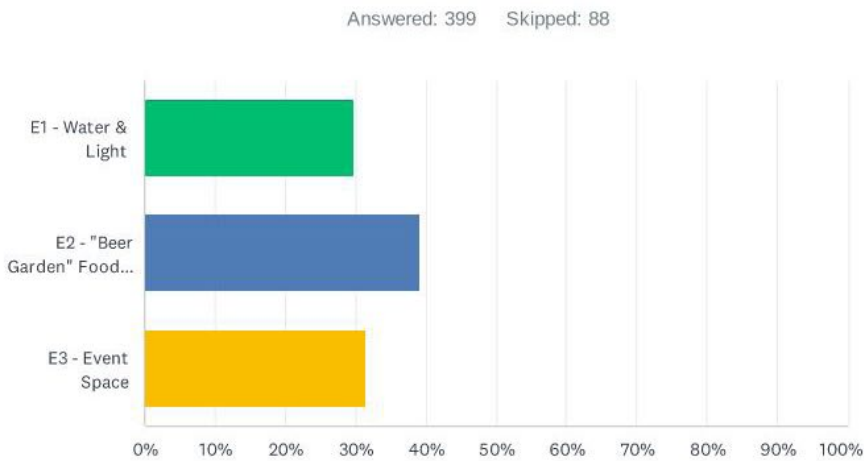
COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan

SurveyMonkey

ANSWER CHOICES	RESPONSES	
D1 - Ropes	14.07%	55
D2 - Vertical Playground	47.06%	184
D3 - Climbing Gym	38.87%	152
TOTAL		391

Q15 Choose your preferred style of flexible plaza

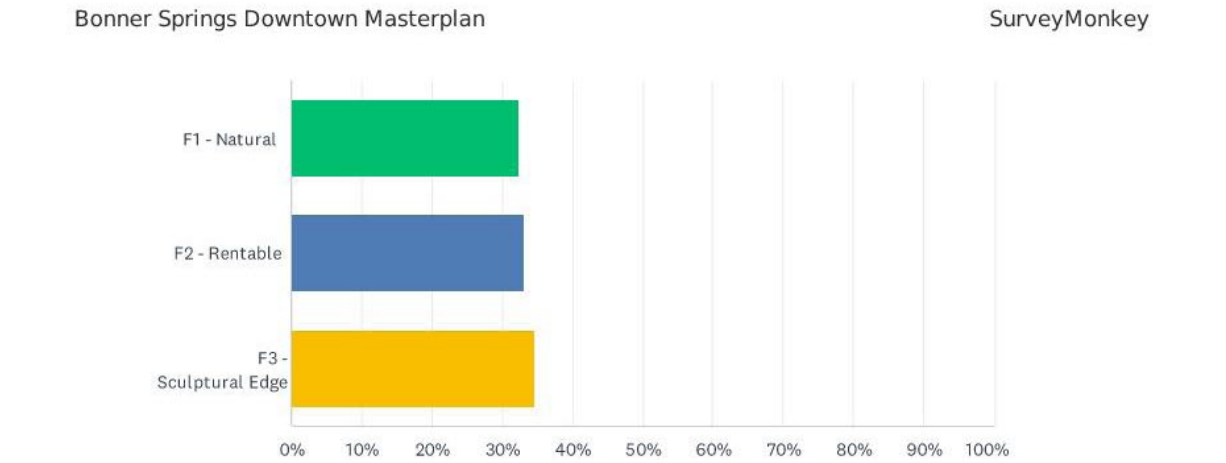


ANSWER CHOICES	RESPONSES	
E1 - Water & Light	29.57%	118
E2 - "Beer Garden" Food Truck Plaza	39.10%	156
E3 - Event Space	31.33%	125
TOTAL		399

Q16 Choose your preferred style of kayak launch

Answered: 397 Skipped: 90

COMMUNITY ENGAGEMENT SURVEY



ANSWER CHOICES	RESPONSES	
F1 - Natural	32.49%	129
F2 - Rentable	33.00%	131
F3 - Sculptural Edge	34.51%	137
TOTAL		397

Q17 Do you have any comments, likes, or concerns about the Riverfront Park?

Answered: 124 Skipped: 363

#	RESPONSES	DATE
1	None	4/6/2024 10:25 AM
2	Get rid of shooting range!	4/4/2024 12:19 PM
3	Love this concept	4/4/2024 5:18 AM
4	Is how will the accessability to these events work with crossing the railroad tracks. Big concern for children who would use these without parental consent and could-wonder on to the tracks, will there be a bridge to cross safely cross over the tracks?	4/3/2024 4:44 PM
5	I and others really do not like it being under the bridge.. NOISY NOISY NOISY! MOVE IT FURTHER WEST DOWN THE BANK.!!!!!!! THE BRIDGE IS UGLY..!!!! UGLY UGLY..	4/3/2024 11:39 AM
6	Can't wait! It'll be awesome!	4/2/2024 10:46 AM
7	Love the idea!!	4/2/2024 2:21 AM
8	Seems an impossible idea.	4/1/2024 5:39 PM
9	I think it would be a wonderful addition to downtown. It would be a way to embrace our History with the River.	4/1/2024 4:07 PM
10	No	4/1/2024 3:25 PM
11	Being a tree city, we should showcase the unique landscape of Bonner and have as many natural elements as possible. Outdoor event spaces and lawn should bring people and nature together.	4/1/2024 1:22 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
12	I'm concerned about the wild life that will be destroyed and displaced. We keep taking more and more land and leaving the deer and coyote and all other little creatures with no place to call home. And we call that progress.	3/30/2024 9:44 AM
13	Is this going under K-7? Seems like a loud area!	3/27/2024 8:29 PM
14	Dog park	3/26/2024 8:48 PM
15	A Family centered park. STEM/STEAM collaboration with local and metro entities. An ecology learning area.	3/26/2024 5:28 PM
16	Concerned about another railway crossing that will require a horn blast.	3/25/2024 4:21 PM
17	No	3/25/2024 3:02 PM
18	Any of these would such a wonderful addition!	3/25/2024 9:42 AM
19	Assuming there would be a signaled RR crossing into the park, consider quiet zone during construction vs later retrofitting. That's a lot of train traffic and signal noise/horns that would have to happen if the crossing is signaled.	3/23/2024 9:17 AM
20	Though I stated my preferences, I think anything you do will be outstanding. As I mentioned about the downtown, if I can be of any assistance, please contact me. Bill Kerns, First Christian Church, Bonner Springs	3/22/2024 7:57 PM
21	Research and see what has worked in other cities similar to Bonner Springs. Keeping in mind the Kansas River can be dangerous and folks must understand its not to viewed as a place to leave children unattended	3/22/2024 10:25 AM
22	The location is odd. This should be nearer to downtown. Better proximity to businesses, better security. Better access to pedestrians. The location, kayaks, vertical playground pose safety concerns. How will the space be monitored? With downtown, Nettleton businesses, moon marble now disconnected, this location adds another disconnected location, rather than unifying the 3 or enhancing one if the 3. I've always liked the space at oak and front (old Safeway store) as green space. A river front park directly across from oak would enhance downtown, promote restaurant business, and provide residents of the proposed Apts walking proximity to recreational space.	3/22/2024 6:46 AM
23	Concern is, is the shooting range still over there? Is it still being used? How close are these going to be?	3/21/2024 11:08 PM
24	ADA issues Affordable recreational elements	3/21/2024 10:25 PM
25	Sobexcited	3/21/2024 10:16 PM
26	Good ideas	3/21/2024 8:03 PM
27	Places to fish at the river	3/21/2024 6:45 PM
28	Love the beer garden and rentable water crafts!	3/21/2024 6:42 PM
29	Not sure if it's feasible, but a walking trail along the river or in the area connecting to the park would be amazing!	3/21/2024 6:25 PM
30	Making the space kids/family friendly, but flexible for adults only events and spaces	3/21/2024 4:19 PM
31	What is happening to the shooting rage? Is the new crosswalk able to be a bridge entry? Don't like the idea of families walking across k7 there. Rather them have a fun bridge to walk over.	3/21/2024 3:55 PM
32	Need hiking trails around there. Also emergency phones like they have on college campuses.	3/21/2024 2:42 PM
33	I think for #15 you could do all 3 very tastefully, which in my opinion would make the space more usable and enhance that whole area	3/21/2024 2:00 PM
34	Concern about vandalism with many of the ideas.	3/21/2024 1:07 PM
35	Will it be safe based on the history this particular piece of land (i.e. gun range, erosion etc.).	3/21/2024 12:45 PM
36	N/A	3/21/2024 11:53 AM
37	move the shooting range out from the city and move the proposed space out from underneath the overpass	3/21/2024 11:52 AM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
38	We need a fully inclusive playground for individuals with disabilities to enjoy the playing space	3/21/2024 6:51 AM
39	Main concern is traffic flow coming off of K-7, particularly from the east side	3/19/2024 12:02 PM
40	.	3/18/2024 5:08 PM
41	Need water fountains, trash cans	3/17/2024 1:45 PM
42	Kayak launch point, emphatic yes! Please ensure adequate site access from the EAST as well - Bonner goes a long ways east but has no parks or city attention at all.	3/17/2024 12:27 PM
43	Put the access closer to downtown or increase amount of parking and trail connections.	3/17/2024 11:36 AM
44	Looks good	3/16/2024 9:51 PM
45	Access	3/16/2024 9:12 PM
46	Na	3/16/2024 11:49 AM
47	The city needs to have cameras down there for safety, and there needs to be first aid stations.	3/16/2024 10:29 AM
48	Stupid idea! Again Bonner can't keep up with what the have now. So what happens when the grant money ends/runs out. When thing need fixed Bonner will just say we don't have the funding for it like they do now! It's always we don't have the funding for that	3/16/2024 9:46 AM
49	Would love a walking trail that connects and goes all around/through the park	3/16/2024 8:54 AM
50	NA	3/16/2024 7:17 AM
51	Did not see restrooms notated in plans. Please include restrooms, restrooms that are kid friendly (toilet(s)/ sink(s) for toddler age and up), and at appropriate height. As well as changing station in men's room.	3/16/2024 4:05 AM
52	Emergency responder access. With the active train tracks there is a always a concern of first responders such as EMS or Police not having quick and easy access to the site due to a passing or parked train. Even if there is no east way to mitigate this issue it's at least something to keep in mind.	3/16/2024 12:18 AM
53	I'd like to see good fishing access along the shore nearby.	3/15/2024 9:21 PM
54	A splash pad would be amazing.	3/15/2024 9:17 PM
55	These all look like great additions to the community. Would love to hear more about how kayak renting/ event space renting would work.	3/15/2024 7:40 PM
56	Love this! Would love to have outdoor movies here. I would love to see kayak rentals however it's very hard to paddle against the current so having a second station in edwardsville that shuttles people back would be amazing. You are putting Bonner on the map!	3/15/2024 7:18 PM
57	That crossing of k32 probably won't get approved at the proposed location. Suggest getting signals and ped crossings at the ramps and Morse and a trail/sidewalk on the south side of the highway connecting to the park.	3/15/2024 7:16 PM
58	I find the ideas to be exciting and would love to see something like that in the community.	3/15/2024 6:17 PM
59	Maybe a boat ramp for smaller fishing boats	3/15/2024 5:23 PM
60	This would be a great place to put in pickleball courts like the ones in Lenexa. Healthy fun for all ages.	3/15/2024 5:01 PM
61	Would love to see pickleball courts! They are a huge add to any community!	3/15/2024 4:44 PM
62	Looks like a lovely addition! Definitely consider including a space for teens and pre-teens to hang out safely. I think an appropriate vertical playground would be a great draw for older kids/teens.	3/15/2024 12:43 PM
63	Access ?	3/15/2024 11:35 AM
64	Sounds like a wonderful addition to our community. Wondering don't the police have a shooting range in this area? I would not want that in close proximity to the Park.	3/15/2024 11:23 AM
65	Lots of great lighting and areas with mosquito netting would be nice!	3/15/2024 10:39 AM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
66	Security, maintenance, parking and traffic control on 32 highway	3/15/2024 10:06 AM
67	It's going to have a terrible view of warehouses on the south side of the river. How many people are actually want to hang out under a high traffic highway. I would not use this park.	3/15/2024 9:36 AM
68	Love all of these ideas! Super excited to have something like this in our community. Are stand up paddle boards allowed too? I'm assuming bathrooms will also be available.	3/15/2024 8:53 AM
69	I wonder how much noise there will be with the highway going overhead.	3/15/2024 8:51 AM
70	The lighting of walkways and parking lots should be considered and ensure safety. They should also be visible. Not sure how you would deter vandalism or loitering.	3/15/2024 8:22 AM
71	Can't wait !! Bonner needs this and about time !!	3/15/2024 8:14 AM
72	Can't wait	3/15/2024 8:07 AM
73	No sounds amazing	3/15/2024 7:56 AM
74	Current	3/15/2024 7:48 AM
75	I love this!	3/15/2024 7:18 AM
76	I think it's too isolated from the rest of the city and will have a high crime rate. I don't want to have higher taxes.	3/15/2024 6:48 AM
77	Maintain the quality of these locations needs to be priority. Need a plan for this and can't put stuff like this in without seeing upkeep of the space as a need.	3/15/2024 6:45 AM
78	Parking, lighting and safety	3/15/2024 6:06 AM
79	No	3/15/2024 5:27 AM
80	Would like to see if there are opportunities for fishing	3/15/2024 5:23 AM
81	Access to the park from downtown... I'd like it to be a longer, taller walkway over the tracks and adequately illuminated. Wide enough to get emergency personnel into the park area by means of large golf cart sized or larger vehicles. I'd like for certain areas of the park to be available 24/7. Some vendors with ice cream, smoothies, snacks and drinks utilizing small portable carts would be nice. I'm imagining something similar to the walkways and curbside vendors at World's of Fun.	3/15/2024 5:21 AM
82	Just would want full accessibility for someone that uses a wheelchair	3/15/2024 3:25 AM
83	Love it! This would be awesome for Bonner	3/15/2024 1:51 AM
84	Is there a reason it needs to be located right under K-7 Highway,which is a noisy highway?	3/15/2024 1:37 AM
85	I would love to see this happen. It would be great to bike or kayak over to Gary Hallie trail and back. That would be an amazing trail system and great use of the Kaw.	3/15/2024 1:14 AM
86	a way to keep little kids from getting too close to the dangerous river. choose a site with maximum green space between train tracks and water.	3/15/2024 12:18 AM
87	Love it! This would be such an amazing addition in Bonner!	3/14/2024 11:32 PM
88	May hope for this area to be used for a wide variety of events and more than just a park with a picnic area.	3/14/2024 10:43 PM
89	I like the idea of the rentables, but I'd like the option to bring my own ... also, how do you get your rented kayaks back if they cant kayak upstream to get back.	3/14/2024 10:12 PM
90	Why	3/14/2024 8:57 PM
91	No	3/14/2024 8:52 PM
92	Would love to the see a walking trail and a professional disc golf course along with some pickleball courts. These two items are a big draw for visitors. Cedar Ridge Disc Golf course has already become a favorite to all in the area, adding another course would increase the draw of the sport. De Soto is also in the process of adding an additional course to help establish West KC as the new mecca for the sport.	3/14/2024 8:50 PM
93	The flexible plaza and splash pad under a highway seem super weird, loud and creepy	3/14/2024 8:44 PM

COMMUNITY ENGAGEMENT SURVEY

Bonner Springs Downtown Masterplan		SurveyMonkey
94	Very excited for a new playground in bonner! It is much needed!	3/14/2024 8:26 PM
95	N/a	3/14/2024 8:24 PM
96	Whatever style of kayak launch, still have rentable kayaks.	3/14/2024 7:53 PM
97	Making kayaks, canoes, and paddle boards rentable there would be awesome.	3/14/2024 7:53 PM
98	Omaha Nebraska has a gorgeous one. Look to that city for a good example	3/14/2024 7:36 PM
99	N/A	3/14/2024 7:35 PM
100	this is cool	3/14/2024 7:14 PM
101	Ensuring that walking/ biking paths from downtown are sufficiently sheltered from traffic (i.e barriers, trees, bollards)	3/14/2024 7:07 PM
102	Na	3/14/2024 7:02 PM
103	A large event lawn/plaza would be awesome!	3/14/2024 6:45 PM
104	Kayak launch seems a little silly, but I do like the sidewalk right on the river.	3/14/2024 6:43 PM
105	No	3/14/2024 6:36 PM
106	Though I like the idea of natural grass, something like white clover might work better. Still durable, less watering, less mowing.	3/14/2024 6:34 PM
107	Pickle ball courts	3/14/2024 6:28 PM
108	BEST PART OF THIS PLAN!!!! Love!!	3/14/2024 6:27 PM
109	Love it!	3/14/2024 6:19 PM
110	IM SO FREAKING EXCITED I CAN'T WAIT!!!	3/14/2024 6:18 PM
111	When it comes to play area and kayak launching, liability insurance and injury lawsuit exposure come to mind.	3/14/2024 6:04 PM
112	Worried about vandalism and criminal activity.	3/14/2024 6:02 PM
113	I would hope that the past history could be incorporated, Tiblow Indians, nature. Well lit so kids won't go there to spray paint and destroy it.	3/14/2024 6:00 PM
114	Railroad working with the City.	3/14/2024 5:59 PM
115	No	3/14/2024 5:58 PM
116	I like the rentable kayak but also like the sculpture edge I think each feature should emphasize nature history as much as possible.	3/14/2024 5:58 PM
117	Let's get all of this, make it similar to what parkville has. I love and want the kayak launch!!!	3/14/2024 5:56 PM
118	No	3/14/2024 5:55 PM
119	What will we do for flood control along the river to protect this space?	3/14/2024 5:52 PM
120	I'm concerned about the limited access with only one way in & out.	3/14/2024 5:52 PM
121	I live very close to front street, off of Cornell Ave. I'm making a huge assumption with the development of the riverfront the shooting range will be relocated? Otherwise it's an odd mix so close to one another. I can hear the shooting range from inside my home currently when it's in use.	3/14/2024 5:47 PM
122	I love these ideas!	3/14/2024 5:37 PM
123	Cleanliness-plenty of trash cans and dog stations, need emphasis on adult life and not too much on kids, free events and kayak use	3/14/2024 5:36 PM
124	None	3/14/2024 5:34 PM



City of Bonner Springs

KANSAS

City Council Meeting Minutes
June 24, 2024

WORKSHOP – 7:00 P.M.

1. **Proposed Code Updates** - The city clerk presented proposed updates to the Code of Ordinances. No action taken.

CITY COUNCIL MEETING - 7:30 P.M.

Present: Mayor Stephens, Councilmembers Gurley, Reeves, Shannon, Long and Blanks
Councilmembers Kipp, Wood and McMahan were absent.

City Staff present: Amber Vogan, Assistant City Manager; Chris Brake, City Clerk; Jack Granath, Library director; Tim Richards, Fire Chief; Mark Lee, Community Development Director; Justine Spease, Recreation Manager; Nathan Brungardt, Recreation Coordinator and Tatum Bartels, Recreation Coordinator

Others Present: Tyler Ellsworth, Bond Counsel and Justin Klaudt, City Engineer

Invocation – No invocation presented.

PRESENTATIONS

Proclamation - National Parks and Recreation Month - The Mayor presented a proclamation to Parks and Recreation staff recognizing National Parks and Recreation Week.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA.

None Presented

CONSENT AGENDA The City Council will consider consent agenda items by one motion with no discussion unless a councilmember, staff or the audience member requests removal of an item from the consent agenda. The City Council will consider a removed item as the next item after the consent agenda.

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

1. Minutes of the June 10, 2024, City Council meeting. - Gurley requested Item No.3 be removed for separate consideration. Reeves moved and Shannon seconded to approve the consent agenda including items one, two and four. Unanimous approval.
2. Claims for City Operation
3. Public Use Request - Block Party - Brown - Gurley requested item no. 3 be removed from the consent agenda for separate consideration.
4. Massage Therapy Business Establishment License - Back & Body Massage

OLD BUSINESS - None presented.

NEW BUSINESS -

1. **Public Use Request - Block Party - Brown** - Gurley requested item no. 3 be removed from the consent agenda for separate consideration. Reeves moved and Blanks seconded to approve the Public Use Request - Block Party - Brown. Unanimous approval.
2. **Library Patio Project** - Gurley moved and Long seconded to approve the engineer's design contract for the Library Patio Improvements with Wilson and Company for an amount not to exceed \$32,900. Unanimous approval.
3. **Mutual Aid Agreement - City of Lawrence** - Shannon moved and Reeves seconded to approve a mutual aid agreement between the City of Lawrence and the City of Bonner Springs for fire protection and other emergency services, and authorize the City Manager to sign the agreement. Unanimous approval.
4. **Acceptance of the Old Dominion Freight Lines Public Improvements** - Shannon moved and Blanks seconded to accept the Old Dominion Freight Lines public improvements. Unanimous approval.
5. **Acceptance of the Riverview Avenue Public Improvements** - Gurley moved and Long seconded to accept the Riverview Avenue public improvements, contingent upon receiving the two-year maintenance bond valued at 125% of the project cost. Unanimous approval.
5. **Resolution Amending the Resolution of Intent to Issue Industrial Revenue Bonds for Scannell Properties, LLC (Building 3), No. 2024-01** - Gurley moved and Blanks seconded to adopt a resolution amending Resolution No. 2024-01, a resolution of intent to issue industrial revenue bonds and property tax abatement for Scannell Properties, LLC (Building 3). Unanimous approval.
6. **Resolution Amending the Resolution of Intent to Issue Industrial Revenue Bonds for Scannell Properties, LLC (Building 3A), No. 2024-02** - Shannon moved and Reeves seconded to adopt a resolution amending Resolution No. 2024-02, a resolution of intent to issue industrial revenue bonds and property tax abatement for Scannell Properties, LLC (Building 3A). Unanimous approval.
7. **Executive Session for Consultation with an Attorney, K.S.A. 75-4319(b)(2)** - Gurley moved and Shannon seconded to go into executive session for consultation with an attorney pursuant to exception K.S.A. 75-4319(b)(2). The open meeting will resume in the Council Chamber at 8:25 p.m.
Gurley moved and Shannon seconded to resume the open meeting with no action taken at 8:25 p.m.
Gurley moved and Shannon seconded to go into executive session for consultation with an attorney pursuant to exception K.S.A. 75-4319(b)(2). The open meeting will resume in the Council Chamber at 8:40 p.m.
Shannon moved and Gurley seconded to resume the open meeting with no action taken at 8:41 p.m.

REPORTS

1. **City Manager's Report** – The Farmers Market Pavilion ribbon cutting well attended event. Vendors were happy for the shade. Bonner Blast is Thursday - rainout date is on Friday RFPs are out for the downtown mural projects. RFPs are due July 19th.

2. **City Council Items**

- Reeves - The creek between Lakewood and Linda Lane needs ongoing maintenance to solve recurring problems. Reeves thanked the city staff for everything they do.
- Long - Thanked everyone who attended Farmers Market Pavilion ribbon cutting, particularly the Police and Fire departments. She thanked Bargerstock, Bekele & Kelling for the canine presentation. Former Market Manager, Travis Slankard attended and cut the ribbon. The support from the community means a lot to the farmers' market.
- Blanks - Thanked Parks and Recreation for participating in Make Music Day KC at Kelly Murphy Park. Congratulations to Farmers Market on the new pavilion. Evenings on Oak in June went well and had a great turnout. The common consumption area activation went well and the City Band concert went well. Bonner Blast is this Thursday with eleven different food trucks. Over 6,000 Facebook accounts have indicated an interest in Bonner Blast. The Country Stampede kickoff party is Wednesday at Kobi's from 7-10 pm with an artist meet & greet and ticket giveaway.
- Reeves asked where concert attendees will be camping.
- Gurley asked what time food trucks start for Bonner Blast. She states Kobi's had a common consumption area event and communicated everything well, except for the requirement to have labeled cups.
- Shannon stated the band concert was good. He appreciates that Justine, Cassandra and Megan have stuck with the Farmers Market. Shannon stated he visited Chris Wood and she is in very good spirits.

3. **Mayor's Report** – The Mayor asked how the bike rally event went. Blanks reported bikes were driving through the barricades, so Farmers Market closed the entire parking lot. She stated they had great vendors, great live music, and the area was cleaned up by the next morning. The Mayor stated he was sorry he wasn't able to attend the Farmers Market Pavilion ribbon cutting, but was pleased to see so many elected officials attending. He asked if staff has received any inquiries yet about the art mural RFP. He has seen a lot of artists tagged in the announcement on social media.

ADJOURNMENT - Reeves moved and Shannon seconded to adjourn the meeting at 8:55 p.m.
Unanimous approval

Christina Brake, City Clerk

Memorandum

Date: July 8, 2024
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 operation as presented.

Background: Staff enclosed regular claims in the amount of \$396,356.39 and utility refunds in the amount of \$2,910.87.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00779 - 7/2/2024 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
6515	911 CUSTOM LLC	07/05/2024	Regular	0.00	163.38	153985
12272	ACROSS THE STREET PRODUCTIONS,	07/05/2024	Regular	0.00	1,578.09	153986
12639	ADAM SHAY	07/05/2024	Regular	0.00	1,200.00	153987
11701	ALL COPY PRODUCTS INC	07/05/2024	Regular	0.00	720.20	153988
11999	ALL COPY PRODUCTS INC	07/05/2024	Regular	0.00	218.63	153989
10078	AMAZON CAPITAL SERVICES INC	07/05/2024	Regular	0.00	1,469.60	153990
7169	AMERICAN RED CROSS	07/05/2024	Regular	0.00	1,588.00	153991
12640	ANGELA EATON	07/05/2024	Regular	0.00	200.00	153992
3791	ARROWHEAD SCIENTIFIC INC	07/05/2024	Regular	0.00	244.75	153993
11698	AT&T	07/05/2024	Regular	0.00	594.52	153994
5184	AT&T MOBILITY	07/05/2024	Regular	0.00	2,975.60	153995
2470	ATMOS ENERGY	07/05/2024	Regular	0.00	70.27	153996
11422	AWJ SERVICE CO LLC	07/05/2024	Regular	0.00	2,248.00	153997
12638	BAILEY TRAINING AND SUPPORT LLC	07/05/2024	Regular	0.00	420.00	153998
12000	BAKER'S TOW SERVICE	07/05/2024	Regular	0.00	185.00	153999
1917	BATTERIES PLUS	07/05/2024	Regular	0.00	271.77	154000
12165	BLUE CARDINAL CHEMICAL LLC	07/05/2024	Regular	0.00	1,005.46	154001
0117	BOARD OF PUBLIC UTILITIES	07/05/2024	Regular	0.00	5,545.03	154002
2798	BONNER SPRINGS AUTO REPAIR LLC	07/05/2024	Regular	0.00	1,227.37	154003
0121	BONNER SPRINGS LIBRARY	07/05/2024	Regular	0.00	2,544.45	154004
12146	BONNER SPRINGS ROTARY CLUB	07/05/2024	Regular	0.00	165.00	154005
4172	BOUND TREE MEDICAL LLC	07/05/2024	Regular	0.00	445.76	154006
12618	BRESLIN STIPANCICH	07/05/2024	Regular	0.00	72.00	154007
11659	CAPITAL ONE/WALMART COMMUNI	07/05/2024	Regular	0.00	1,531.95	154008
12362	CHARLES ANTILL	07/05/2024	Regular	0.00	1,290.00	154009
11793	CHARTER COMMUNICATIONS HOLD	07/05/2024	Regular	0.00	586.96	154010
12633	CHERRYROAD MEDIA INC	07/05/2024	Regular	0.00	550.00	154011
7647	CINDA ARNETT	07/05/2024	Regular	0.00	150.00	154012
10027	CINTAS	07/05/2024	Regular	0.00	386.11	154013
2410	CITY TREASURER KCK	07/05/2024	Regular	0.00	36,529.67	154014
12595	CLOSSER CONTRACTING LLC	07/05/2024	Regular	0.00	12,995.50	154015
11908	CMRS-FP	07/05/2024	Regular	0.00	800.00	154016
5560	COMMERCIAL AQUATIC SERVICES IN	07/05/2024	Regular	0.00	150.00	154017
0222	CONRAD FIRE EQUIPMENT INC	07/05/2024	Regular	0.00	3,954.95	154018
0716	CORE & MAIN LP	07/05/2024	Regular	0.00	4,630.34	154019
6509	CS CAREY INC	07/05/2024	Regular	0.00	180.00	154020
12018	CYNTOX LLC	07/05/2024	Regular	0.00	53.90	154021
0014	DEFFENBAUGH INDUSTRIES INC	07/05/2024	Regular	0.00	3,803.03	154022
7142	EDWARDS CHEMICALS INC	07/05/2024	Regular	0.00	1,136.00	154023
10942	EVERGY KANSAS CENTRAL INC FKA V	07/05/2024	Regular	0.00	13,091.40	154024
5516	EXECUTIVE MARKETING PROMOTIOI	07/05/2024	Regular	0.00	72.00	154025
12318	FIRST ARRIVING IO INC	07/05/2024	Regular	0.00	493.78	154026
12562	FRANK VOGAN II	07/05/2024	Regular	0.00	37.00	154027
11792	FREESE AND NICHOLS, INC	07/05/2024	Regular	0.00	205.50	154028
12644	GAGE O'CALLAGHAN	07/05/2024	Regular	0.00	535.95	154029
10896	GEOFFREY JOHNSTON	07/05/2024	Regular	0.00	107.00	154030
1942	GRASS PAD INC	07/05/2024	Regular	0.00	684.30	154031
7383	GREAT PLAINS SOCIETY FOR PREVEN	07/05/2024	Regular	0.00	1,275.00	154032
1532	GT DISTRIBUTORS INC	07/05/2024	Regular	0.00	373.40	154033
12160	GUARDIAN SECURITY SYSTEMS INC	07/05/2024	Regular	0.00	60.00	154034
0021	HACH COMPANY	07/05/2024	Regular	0.00	1,888.89	154035
0079	HANNA RUBBER CO	07/05/2024	Regular	0.00	424.35	154036
4804	HASTY AWARDS	07/05/2024	Regular	0.00	150.66	154037
1089	HAWKINS INC	07/05/2024	Regular	0.00	17,640.10	154038

Check Register

Packet: APPKT00779-7/2/2024 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4275	HAYNES EQUIPMENT CO INC	07/05/2024	Regular	0.00	500.00	154039
0821	HOLLIDAY SAND AND GRAVEL CO	07/05/2024	Regular	0.00	1,154.49	154040
12286	ICON SHELTER SYSTEMS, INC	07/05/2024	Regular	0.00	98,928.50	154041
1021	JACKSON SERVICE CENTER INC	07/05/2024	Regular	0.00	66.00	154042
11672	JAMES HENDERSON	07/05/2024	Regular	0.00	295.00	154043
11952	JANET ISABELL	07/05/2024	Regular	0.00	193.00	154044
12635	JENNA HASELEU	07/05/2024	Regular	0.00	135.00	154045
10069	JERRY'S NURSERY & LANDSCAPING, I	07/05/2024	Regular	0.00	360.00	154046
1012	JOHNSON COUNTY FIRE & EMERGEN	07/05/2024	Regular	0.00	350.00	154047
11951	JON DAVID HILL	07/05/2024	Regular	0.00	107.00	154048
12643	JOYCE JACKSON	07/05/2024	Regular	0.00	8.00	154049
10751	KANSAS DEPARTMENT OF REVENUE	07/05/2024	Regular	0.00	80.00	154050
10214	KC AUCTION DIRECT LLC	07/05/2024	Regular	0.00	2,149.92	154051
12637	KELLI SCOTT	07/05/2024	Regular	0.00	540.00	154052
7758	KELLY NEWTON	07/05/2024	Regular	0.00	150.00	154053
11728	LABAN CONTRACTING LLC	07/05/2024	Regular	0.00	200.00	154054
3003	LAKE OF THE FOREST INC	07/05/2024	Regular	0.00	247.00	154055
3030	LEAGUE OF KANSAS MUNICIPALITIES	07/05/2024	Regular	0.00	392.49	154056
12266	LOGAN CONTRACTORS SUPPLY, INC	07/05/2024	Regular	0.00	407.32	154057
1836	LOWE'S CREDIT SERVICES	07/05/2024	Regular	0.00	1,061.06	154058
3373	LUKE HEATING & AIR CONDITIONINC	07/05/2024	Regular	0.00	3,778.00	154059
9879	MAINSTREET CREDIT UNION	07/05/2024	Regular	0.00	845.00	154060
7347	MCGUIRE ELECTRIC LLC	07/05/2024	Regular	0.00	714.34	154061
7360	MECKC LLC	07/05/2024	Regular	0.00	1,220.00	154062
6137	METRO COURIER INC	07/05/2024	Regular	0.00	162.66	154063
3759	MIDWEST BUS SALES INC	07/05/2024	Regular	0.00	2,343.29	154064
7935	NANCY L. GOSS	07/05/2024	Regular	0.00	230.00	154065
5003	NATIONAL SIGN COMPANY INC	07/05/2024	Regular	0.00	13,207.70	154066
3094	NORRIS EQUIPMENT CO LLC	07/05/2024	Regular	0.00	1,145.52	154067
5820	OLATHE FORD SALES	07/05/2024	Regular	0.00	2,120.25	154068
12636	ORCHALE COOK	07/05/2024	Regular	0.00	12.00	154069
8124	OUTDOOR HOME SERVICES HOLDING	07/05/2024	Regular	0.00	132.00	154070
3393	PACE ANALYTICAL SERVICES LLC	07/05/2024	Regular	0.00	1,487.00	154071
11833	PAULA BUCKRIDGE	07/05/2024	Regular	0.00	524.50	154072
2955	PB HOIDALE CO INC	07/05/2024	Regular	0.00	700.00	154073
3618	PENNYS CONCRETE INC	07/05/2024	Regular	0.00	5,008.30	154074
11541	PEREGRINE CORPORATION	07/05/2024	Regular	0.00	601.96	154075
3531	PERRY AND TRENT LLC	07/05/2024	Regular	0.00	560.00	154076
11867	PI MANAGED SERVICES LLC	07/05/2024	Regular	0.00	8,090.00	154077
	Void	07/05/2024	Regular	0.00	0.00	154078
12574	PINNACLE EMERGENCY VEHICLES LL	07/05/2024	Regular	0.00	1,800.00	154079
6374	POLYDYNE INC	07/05/2024	Regular	0.00	2,970.00	154080
0562	POMP'S TIRE SERVICE, INC	07/05/2024	Regular	0.00	307.50	154081
4481	PRETECH CORPORATION	07/05/2024	Regular	0.00	1,210.00	154082
0646	PUSHWATER ENTERPRISES INC	07/05/2024	Regular	0.00	1,816.46	154083
5302	R. E. PEDROTTI CO INC	07/05/2024	Regular	0.00	2,199.70	154084
8031	REDDI SERVICES INC	07/05/2024	Regular	0.00	174.00	154085
8035	REEVES-WIEDEMAN COMPANY	07/05/2024	Regular	0.00	420.55	154086
11773	RONALD TILDEN	07/05/2024	Regular	0.00	567.05	154087
11650	SAMUEL LIGHTNER	07/05/2024	Regular	0.00	65.00	154088
12484	SANDS CONSTRUCTION LLC	07/05/2024	Regular	0.00	22,205.46	154089
6010	SCHUETZ CONSTRUCTION	07/05/2024	Regular	0.00	20,296.75	154090
8226	SHERWIN WILLIAMS CO	07/05/2024	Regular	0.00	266.30	154091
7934	SITEONE LANDSCAPE SUPPLY HOLDI	07/05/2024	Regular	0.00	1,125.71	154092
11869	SOUTHWEST ANSWERING SERVICE II	07/05/2024	Regular	0.00	296.70	154093
7670	STAPLES CONTRACT & COMMERCIAL	07/05/2024	Regular	0.00	222.45	154094
10110	TARGETSOLUTIONS LEARNING LLC	07/05/2024	Regular	0.00	2,010.00	154095
10854	THE JATH GROUP INC	07/05/2024	Regular	0.00	4,325.85	154096
0591	TIRE TOWN	07/05/2024	Regular	0.00	63.00	154097
3832	UNIVERSITY OF OKLAHOMA	07/05/2024	Regular	0.00	1,895.00	154098
0915	VERIZON WIRELESS	07/05/2024	Regular	0.00	200.05	154099

Check Register

Packet: APPKT00779-7/2/2024 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
8404	VESTA LEE LUMBER COMPANY	07/05/2024	Regular	0.00	317.89	154100
12641	VICKI FORTIN	07/05/2024	Regular	0.00	100.00	154101
0712	W W GRAINGER INC	07/05/2024	Regular	0.00	1,835.75	154102
2845	WATTS UP	07/05/2024	Regular	0.00	169.84	154103
11618	WESTERN DIESEL SERVICES INC	07/05/2024	Regular	0.00	5,683.40	154104
10586	WICHITA STATE UNIVERSITY	07/05/2024	Regular	0.00	225.00	154105
8411	WILSON & COMPANY INC ENGINEER	07/05/2024	Regular	0.00	42,432.06	154106
12626	ZACK TURNEY	07/05/2024	Regular	0.00	27.00	154107

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	277	122	0.00	396,356.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	277	123	0.00	396,356.39



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 6515 - 911 CUSTOM LLC					
911 CUSTOM LLC	57192	07/02/2024	DROP VISOR LIGHTS FOR TINT	300-185-000-702510	69.35
911 CUSTOM LLC	57195	07/02/2024	RETROFIT KIT FOR NEW COMPUTER	300-185-000-702510	94.03
Vendor 6515 - 911 CUSTOM LLC Total:					163.38
Vendor: 12272 - ACROSS THE STREET PRODUCTIONS, INC					
ACROSS THE STREET PRODUCT..25548		07/02/2024	BLUE CARD INCIDENT COMMAND TRAINING	300-165-000-702124	1,578.09
Vendor 12272 - ACROSS THE STREET PRODUCTIONS, INC Total:					1,578.09
Vendor: 12639 - ADAM SHAY					
ADAM SHAY	202400360	07/02/2024	REFUND FIREWORKS PERMIT FEE	300-000-000-402124	1,000.00
ADAM SHAY	202400361	07/02/2024	REFUND TENT PERMIT FEE	300-000-000-402141	100.00
ADAM SHAY	202400362	07/02/2024	REFEUND ELECTRICAL PERMIT FEE	300-000-000-402120	100.00
Vendor 12639 - ADAM SHAY Total:					1,200.00
Vendor: 11701 - ALL COPY PRODUCTS INC					
ALL COPY PRODUCTS INC	82757589	07/02/2024	MAY USAGE (COPY) CHARGERS	072-930-000-702500	158.72
ALL COPY PRODUCTS INC	82757589	07/02/2024	JULY COPIER LEASE/FEES	300-130-000-702460	561.48
Vendor 11701 - ALL COPY PRODUCTS INC Total:					720.20
Vendor: 11999 - ALL COPY PRODUCTS INC					
ALL COPY PRODUCTS INC	3682384	07/02/2024	POSTAGE METER RENTAL	300-145-000-702460	218.63
Vendor 11999 - ALL COPY PRODUCTS INC Total:					218.63
Vendor: 10078 - AMAZON CAPITAL SERVICES INC					
AMAZON CAPITAL SERVICES I...	11PF-P6HT-DCDR	07/02/2024	PICKLEBALLS	565-000-000-703659	35.52
AMAZON CAPITAL SERVICES I...	131Y-WPV1-H3LV	07/02/2024	GARMIN FOR MEDIC UNIT	300-165-000-703250	119.99
AMAZON CAPITAL SERVICES I...	16PW-FHWM-6HVT	07/02/2024	POISON IVY TREATMEN...	300-190-000-703015	39.99
AMAZON CAPITAL SERVICES I...	16PW-FHWM-6HVT	07/02/2024	POISON IVY TREATMEN...	430-000-000-703015	39.99
AMAZON CAPITAL SERVICES I...	1GHQ-MQJV-4NLK	07/02/2024	WALKIE TALKIES	420-000-000-703015	89.95
AMAZON CAPITAL SERVICES I...	1NVY-WKCY-PG7W	07/02/2024	POISON IVY TREATMEN...	300-190-000-703015	39.99
AMAZON CAPITAL SERVICES I...	1QKM-LRRQ-WRW9	07/02/2024	BOTTLED WATER	300-165-000-703999	409.99
AMAZON CAPITAL SERVICES I...	1RQ1-KHPF-YDM7	07/02/2024	SUNSCREEN	300-190-000-703015	51.99
AMAZON CAPITAL SERVICES I...	1RQ1-KHPF-YDM7	07/02/2024	OFFICE SUPPLIES	300-190-000-703020	62.98
AMAZON CAPITAL SERVICES I...	1RQ1-KHPF-YDM7	07/02/2024	SUNSCREEN	430-000-000-703015	51.98
AMAZON CAPITAL SERVICES I...	1RQ1-KHPF-YDM7	07/02/2024	OFFICE SUPPLIES	430-000-000-703020	62.98
AMAZON CAPITAL SERVICES I...	1RTG-QPWC-LQCR	07/02/2024	TOLIET LEAK DETECTION TABS	430-000-000-703193	289.99
AMAZON CAPITAL SERVICES I...	1TRP-1DMY-VQ9Q	07/02/2024	SUMMER CAMP SUPPLIES	565-000-000-703650	72.96
AMAZON CAPITAL SERVICES I...	1VNT-W63M-7KGX	07/02/2024	3 RING BINDER	300-190-000-703020	11.36
AMAZON CAPITAL SERVICES I...	1WVP-1GNN-CXPL	07/02/2024	VEHICLE REFLECTIVE TAPE	300-165-000-702511	89.94
Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:					1,469.60
Vendor: 7169 - AMERICAN RED CROSS					
AMERICAN RED CROSS	22695600	07/02/2024	LIFEGUARD CERTIFICATIONS	565-000-000-703652	414.00
AMERICAN RED CROSS	22697251	07/02/2024	LIFEGUARD/CPR/AED CERTIFICATIONS	565-000-000-703652	1,174.00
Vendor 7169 - AMERICAN RED CROSS Total:					1,588.00
Vendor: 12640 - ANGELA EATON					
ANGELA EATON	68920546	07/02/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 6/23/24	300-000-000-021400	200.00
Vendor 12640 - ANGELA EATON Total:					200.00
Vendor: 3791 - ARROWHEAD SCIENTIFIC INC					
ARROWHEAD SCIENTIFIC INC	171335	07/02/2024	EVIDENCE SUPPLIES	300-185-000-703999	177.34

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARROWHEAD SCIENTIFIC INC	171471	07/02/2024	EVIDENCE SUPPLIES	300-185-000-703537	67.41
Vendor 3791 - ARROWHEAD SCIENTIFIC INC Total:					244.75
Vendor: 5184 - AT&T MOBILITY					
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	300-155-000-702023	140.71
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	300-157-000-702023	45.22
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	300-165-000-702023	434.19
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	300-175-000-702023	135.66
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	300-185-000-702023	1,136.01
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	300-190-000-702023	187.99
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	420-000-000-702023	356.94
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	430-000-000-702023	452.42
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	497-000-000-702023	45.22
AT&T MOBILITY	287288930469X06192024	07/02/2024	MOBILE PHONE SERVICE 5/12/24 - 6/11/24	575-000-000-702023	41.24
Vendor 5184 - AT&T MOBILITY Total:					2,975.60
Vendor: 11698 - AT&T					
AT&T	0194960904	07/02/2024	FIBER OPTICS SERVICE	300-190-000-702370	198.18
AT&T	0194960904	07/02/2024	FIBER OPTICS SERVICE	420-000-000-702370	198.17
AT&T	0194960904	07/02/2024	FIBER OPTICS SERVICE	430-000-000-702370	198.17
Vendor 11698 - AT&T Total:					594.52
Vendor: 2470 - ATMOS ENERGY					
ATMOS ENERGY	6182024	07/02/2024	GAS SERVICE	420-000-000-702925	70.27
Vendor 2470 - ATMOS ENERGY Total:					70.27
Vendor: 11422 - AWJ SERVICE CO LLC					
AWJ SERVICE CO LLC	62327	07/02/2024	REPAIR LIONS PARK BACKFLOW PREVENTORS	430-000-000-702510	2,248.00
Vendor 11422 - AWJ SERVICE CO LLC Total:					2,248.00
Vendor: 12638 - BAILEY TRAINING AND SUPPORT LLC					
BAILEY TRAINING AND SUPPO... 9		07/02/2024	SAFE SITTER CLASS	565-000-000-702916	420.00
Vendor 12638 - BAILEY TRAINING AND SUPPORT LLC Total:					420.00
Vendor: 12000 - BAKER'S TOW SERVICE					
BAKER'S TOW SERVICE	06172	07/02/2024	TOW CODES TRUCK AFTER ACCIDENT	535-000-000-702515	185.00
Vendor 12000 - BAKER'S TOW SERVICE Total:					185.00
Vendor: 1917 - BATTERIES PLUS					
BATTERIES PLUS	P73520171	07/02/2024	BATTERIES	300-165-000-702590	207.27
BATTERIES PLUS	P73520373	07/02/2024	BATTERIES	300-165-000-702590	64.50
Vendor 1917 - BATTERIES PLUS Total:					271.77
Vendor: 12165 - BLUE CARDINAL CHEMICAL LLC					
BLUE CARDINAL CHEMICAL LLC	13683	07/02/2024	LS ODOR REDUCER/CLEANER	420-000-000-703537	499.00
BLUE CARDINAL CHEMICAL LLC	13684	07/02/2024	FLEET AIR FRESHNERS	300-190-000-703515	168.82
BLUE CARDINAL CHEMICAL LLC	13684	07/02/2024	FLEET AIR FRESHNERS	420-000-000-703515	168.82
BLUE CARDINAL CHEMICAL LLC	13684	07/02/2024	FLEET AIR FRESHNERS	430-000-000-703515	168.82
Vendor 12165 - BLUE CARDINAL CHEMICAL LLC Total:					1,005.46
Vendor: 0117 - BOARD OF PUBLIC UTILITIES					
BOARD OF PUBLIC UTILITIES	6122024	07/02/2024	WATER USAGE 5/2/24 - 6/2/24	430-000-000-703225	5,518.64
BOARD OF PUBLIC UTILITIES	6142024	07/02/2024	ANIMAL CONTROL BUILDING WATER SERVICES	300-185-000-702396	26.39
Vendor 0117 - BOARD OF PUBLIC UTILITIES Total:					5,545.03

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC					
BONNER SPRINGS AUTO REPA...	26880	07/02/2024	REPLACE RADIATOR/STARTER ASSEMBLY ON VID #484	420-000-000-702510	1,227.37
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:					1,227.37
Vendor: 0121 - BONNER SPRINGS LIBRARY					
BONNER SPRINGS LIBRARY	60724	07/02/2024	6/7/2024 WAGES/BENEFITS	300-195-000-702086	1,286.21
BONNER SPRINGS LIBRARY	6212024	07/02/2024	6/21/2024 WAGES/BENEFITS	300-195-000-702086	1,258.24
Vendor 0121 - BONNER SPRINGS LIBRARY Total:					2,544.45
Vendor: 12146 - BONNER SPRINGS ROTARY CLUB					
BONNER SPRINGS ROTARY CL...	2024-104	07/02/2024	JULY - DECEMBER 2024 LUNCH FEES	300-145-000-702270	165.00
Vendor 12146 - BONNER SPRINGS ROTARY CLUB Total:					165.00
Vendor: 4172 - BOUND TREE MEDICAL LLC					
BOUND TREE MEDICAL LLC	85370275	07/02/2024	MEDICAL SUPPLIES	300-165-000-703250	139.02
BOUND TREE MEDICAL LLC	85390614	07/02/2024	MEDICAL SUPPLIES	300-165-000-703250	215.96
BOUND TREE MEDICAL LLC	85392295	07/02/2024	MEDICAL SUPPLIES	300-165-000-703250	56.37
BOUND TREE MEDICAL LLC	85392296	07/02/2024	MEDICAL SUPPLIES	300-165-000-703250	34.41
Vendor 4172 - BOUND TREE MEDICAL LLC Total:					445.76
Vendor: 12618 - BRESLIN STIPANCICH					
BRESLIN STIPANCICH	BS070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	72.00
Vendor 12618 - BRESLIN STIPANCICH Total:					72.00
Vendor: 11659 - CAPITAL ONE/WALMART COMMUNITY CARD					
CAPITAL ONE/WALMART CO...	640312029	07/02/2024	BATTERIES/UMBRELLAS FOR SWIMMING POOLS	570-000-000-703041	240.34
CAPITAL ONE/WALMART CO...	640506820	07/02/2024	PRIZES FOR EMPLOYEE APPRECIATION POOL PARTY	300-155-000-702999	337.94
CAPITAL ONE/WALMART CO...	640578801	07/02/2024	CHEMICAL TEST KITS	570-000-000-703283	54.10
CAPITAL ONE/WALMART CO...	640910655	07/02/2024	SWIM TEAM SUPPLIES	570-000-000-703537	22.13
CAPITAL ONE/WALMART CO...	640978332	07/02/2024	CAMP SUPPLIES	565-000-000-703650	327.79
CAPITAL ONE/WALMART CO...	641414173	07/02/2024	BATTERY FOR GARAGE DOOR OPENER	430-000-000-703193	5.47
CAPITAL ONE/WALMART CO...	641431369	07/02/2024	CAMP SUPPLIES	565-000-000-703650	121.55
CAPITAL ONE/WALMART CO...	641749949	07/02/2024	SWIM TEAM SUPPLIES	570-000-000-703537	62.13
CAPITAL ONE/WALMART CO...	641929489	07/02/2024	HYDRATION SUPPLIES	300-190-000-703015	19.61
CAPITAL ONE/WALMART CO...	641929489	07/02/2024	HYDRATION SUPPLIES	430-000-000-703015	19.61
CAPITAL ONE/WALMART CO...	641969692	07/02/2024	SWIM TEAM SUPPLIES	570-000-000-703537	17.99
CAPITAL ONE/WALMART CO...	642270936	07/02/2024	FUNNELS/STORAGE SHELF	570-000-000-703041	38.32
CAPITAL ONE/WALMART CO...	642270936	07/02/2024	POOL CHEMICALS	570-000-000-703283	85.05
CAPITAL ONE/WALMART CO...	642283191	07/02/2024	WATER	565-000-000-703650	5.36
CAPITAL ONE/WALMART CO...	642283191	07/02/2024	MISC OFFICE SUPPLIES	570-000-000-703020	17.12
CAPITAL ONE/WALMART CO...	642283191	07/02/2024	WATER	570-000-000-703537	5.36
CAPITAL ONE/WALMART CO...	642302495	07/02/2024	CAMP SUPPLIES	565-000-000-703650	152.08
Vendor 11659 - CAPITAL ONE/WALMART COMMUNITY CARD Total:					1,531.95
Vendor: 12362 - CHARLES ANTILL					
CHARLES ANTILL	64504328	07/02/2024	REFUND CANCELLED OMAHA TRIP FEE	540-000-000-402426	1,290.00
Vendor 12362 - CHARLES ANTILL Total:					1,290.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDING LLC					
CHARTER COMMUNICATIONS...	152145501061424	07/02/2024	PD INTERNET SERVICES	300-185-000-702925	329.98
CHARTER COMMUNICATIONS...	15214670161424	07/02/2024	FD INTERNET SERVICES	300-165-000-702925	256.98
Vendor 11793 - CHARTER COMMUNICATIONS HOLDING LLC Total:					586.96
Vendor: 12633 - CHERRYROAD MEDIA INC					
CHERRYROAD MEDIA INC	172527	07/02/2024	ADVERTISING IN DISCOVER KS MAGAZINE	505-000-000-702485	550.00
Vendor 12633 - CHERRYROAD MEDIA INC Total:					550.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 7647 - CINDA ARNETT					
CINDA ARNETT	69456563	07/02/2024	REFUND DEPOSIT FOR SOUTH PARK ON 6/15/24	300-000-000-021400	150.00
Vendor 7647 - CINDA ARNETT Total:					150.00
Vendor: 10027 - CINTAS					
CINTAS	4196425730	07/02/2024	FLOOR MATS FOR WWTP	420-000-000-702746	45.35
CINTAS	4196425735	07/02/2024	FLOOR MATS FOR PW/WATER OFFICE	300-190-000-702746	42.06
CINTAS	4196425735	07/02/2024	FLOOR MATS FOR PW/WATER OFFICE	430-000-000-702746	42.06
CINTAS	4196425776	07/02/2024	CITY HALL JANITORIAL SUPPLIES	300-130-000-703041	256.64
Vendor 10027 - CINTAS Total:					386.11
Vendor: 2410 - CITY TREASURER KCK					
CITY TREASURER KCK	JULY	07/02/2024	REFUSE/TRASH COLLECTION FOR 2024	410-000-000-702055	36,529.67
Vendor 2410 - CITY TREASURER KCK Total:					36,529.67
Vendor: 12595 - CLOSSER CONTRACTING LLC					
CLOSSER CONTRACTING LLC	2364	07/02/2024	REPAIR MANHOLE W917, W918, W919	420-000-000-702510	12,995.50
Vendor 12595 - CLOSSER CONTRACTING LLC Total:					12,995.50
Vendor: 11908 - CMRS-FP					
CMRS-FP	JULY	07/02/2024	POSTAGE FOR METER	072-940-000-702010	800.00
Vendor 11908 - CMRS-FP Total:					800.00
Vendor: 5560 - COMMERCIAL AQUATIC SERVICES INC					
COMMERCIAL AQUATIC SERVI...	50031-11	07/02/2024	SERVICE CALL	570-000-000-702746	150.00
Vendor 5560 - COMMERCIAL AQUATIC SERVICES INC Total:					150.00
Vendor: 0222 - CONRAD FIRE EQUIPMENT INC					
CONRAD FIRE EQUIPMENT INC	575736	07/02/2024	PPE	300-165-000-703015	3,754.95
CONRAD FIRE EQUIPMENT INC	576422	07/02/2024	PUMP TEST ON 2510	300-165-000-702511	200.00
Vendor 0222 - CONRAD FIRE EQUIPMENT INC Total:					3,954.95
Vendor: 0716 - CORE & MAIN LP					
CORE & MAIN LP	V050220	07/02/2024	DIST MAINT PARTS	430-000-000-703537	1,071.99
CORE & MAIN LP	V070620	07/02/2024	DIST MAINT PARTS	430-000-000-703537	659.75
CORE & MAIN LP	V080082	07/02/2024	DIST MAINT PARTS	430-000-000-703537	75.80
CORE & MAIN LP	V081617	07/02/2024	DIST MAINT PARTS	430-000-000-703537	156.00
CORE & MAIN LP	V097579	07/02/2024	DIST MAINT PARTS	430-000-000-703537	1,571.90
CORE & MAIN LP	V104007	07/02/2024	DIST MAINT PARTS	430-000-000-703537	1,094.90
Vendor 0716 - CORE & MAIN LP Total:					4,630.34
Vendor: 6509 - CS CAREY INC					
CS CAREY INC	U-79801	07/02/2024	MULCH	300-190-000-703041	120.00
CS CAREY INC	U-79879	07/02/2024	MULCH	300-190-000-703041	60.00
Vendor 6509 - CS CAREY INC Total:					180.00
Vendor: 12018 - CYNTOX LLC					
CYNTOX LLC	270012	07/02/2024	MEDICAL WASTE	300-165-000-703250	53.90
Vendor 12018 - CYNTOX LLC Total:					53.90
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC					
DEFFENBAUGH INDUSTRIES I...	21693-4861-8	07/02/2024	SLUDGE HAULING 6/1/24 - 6/15/24	420-000-000-702037	3,446.62
DEFFENBAUGH INDUSTRIES I...	7471012-4858-7	07/02/2024	PW DUMPSTER SERVICE	300-190-000-702746	315.10
DEFFENBAUGH INDUSTRIES I...	7471836-4858-9	07/02/2024	WWTP DUMPSTER SERVICE	420-000-000-702746	41.31
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC Total:					3,803.03
Vendor: 7142 - EDWARDS CHEMICALS INC					
EDWARDS CHEMICALS INC	IN153752	07/02/2024	SODIUM HYPOCHLORITE	570-000-000-703283	787.00
EDWARDS CHEMICALS INC	IN154356	07/02/2024	SODIUM HYPOCHLORITE	570-000-000-703283	349.00
Vendor 7142 - EDWARDS CHEMICALS INC Total:					1,136.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC					
EVERGY KANSAS CENTRAL INC...	6262024	07/02/2024	STREETLIGHT ELECTRICAL SERVICE	300-190-000-702925	13,091.40
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:					13,091.40
Vendor: 5516 - EXECUTIVE MARKETING PROMOTIONS					
EXECUTIVE MARKETING PRO...	88237	07/02/2024	EXTRA SOCCER UNIFORMS	545-000-000-703537	72.00
Vendor 5516 - EXECUTIVE MARKETING PROMOTIONS Total:					72.00
Vendor: 12318 - FIRST ARRIVING IO INC					
FIRST ARRIVING IO INC	3565	07/02/2024	STATION NOTIFICATION SYSTEM	300-165-000-702370	493.78
Vendor 12318 - FIRST ARRIVING IO INC Total:					493.78
Vendor: 12562 - FRANK VOGAN II					
FRANK VOGAN II	FV070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	37.00
Vendor 12562 - FRANK VOGAN II Total:					37.00
Vendor: 11792 - FREESE AND NICHOLS, INC					
FREESE AND NICHOLS, INC	0001371517	07/02/2024	Unified Development Ordinance Phases 2 & 3	620-000-000-021960	205.50
Vendor 11792 - FREESE AND NICHOLS, INC Total:					205.50
Vendor: 12644 - GAGE O'CALLAGHAN					
GAGE O'CALLAGHAN	06072024PR	07/05/2024	DIRECT DEPOSIT RETURNED - GAGE O'CALLAGHAN	071-000-000-021389	178.20
GAGE O'CALLAGHAN	06212024PR	07/05/2024	DIRECT DEPOSIT RETURNED - GAGE O'CALLAGHAN	071-000-000-021389	357.75
Vendor 12644 - GAGE O'CALLAGHAN Total:					535.95
Vendor: 10896 - GEOFFREY JOHNSTON					
GEOFFREY JOHNSTON	GJ070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	107.00
Vendor 10896 - GEOFFREY JOHNSTON Total:					107.00
Vendor: 1942 - GRASS PAD INC					
GRASS PAD INC	543387	07/02/2024	TOP SOIL	300-190-000-703041	151.60
GRASS PAD INC	543389	07/02/2024	TOP SOIL	300-190-000-703041	151.60
GRASS PAD INC	543397	07/02/2024	TOP SOIL	300-190-000-703041	151.60
GRASS PAD INC	543404	07/02/2024	TOP SOIL	300-190-000-703041	91.80
GRASS PAD INC	543435	07/02/2024	TOP SOIL	430-000-000-703193	91.80
GRASS PAD INC	543443	07/02/2024	TOP SOIL	430-000-000-703193	45.90
Vendor 1942 - GRASS PAD INC Total:					684.30
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS					
GREAT PLAINS SOCIETY FOR P...	0524BS	07/02/2024	ANIMAL SHELTER TRANSFERS (3)	300-185-000-702396	1,275.00
Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:					1,275.00
Vendor: 1532 - GT DISTRIBUTORS INC					
GT DISTRIBUTORS INC	INV1006071	07/02/2024	EAR PIECES	300-185-000-703015	186.30
GT DISTRIBUTORS INC	INV1006077	07/02/2024	UNIVERSAL HOLSTER LOOP	300-185-000-703015	17.10
GT DISTRIBUTORS INC	INV1006087	07/02/2024	BODY ARMOR ALTERATION	300-185-000-703015	150.00
GT DISTRIBUTORS INC	INV1006092	07/02/2024	HEM DUTY PANTS	300-185-000-703015	20.00
Vendor 1532 - GT DISTRIBUTORS INC Total:					373.40
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC					
GUARDIAN SECURITY SYSTEMS..	14426504	07/02/2024	FD SECURTIY ALARM MONITORING	300-165-000-702925	60.00
Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:					60.00
Vendor: 0021 - HACH COMPANY					
HACH COMPANY	140164952	07/02/2024	FLUORIDE ANALYSIS TESTING MACHINE	430-000-000-703282	1,772.00
HACH COMPANY	14049667	07/02/2024	LAB EQUIPMENT	430-000-000-703282	3,661.89
HACH COMPANY	2225838	07/02/2024	RETURNED LAB EQUIPMENT	430-000-000-703282	-3,545.00
Vendor 0021 - HACH COMPANY Total:					1,888.89

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 0079 - HANNA RUBBER CO					
HANNA RUBBER CO	1376936-IN	07/02/2024	WWTP REPAIR PARTS	420-000-000-703041	424.35
Vendor 0079 - HANNA RUBBER CO Total:					424.35
Vendor: 4804 - HASTY AWARDS					
HASTY AWARDS	6240862	07/02/2024	T-BALL MEDALS	560-000-000-703537	150.66
Vendor 4804 - HASTY AWARDS Total:					150.66
Vendor: 1089 - HAWKINS INC					
HAWKINS INC	6760987	07/02/2024	Chemicals for water plant filter cleaning activity	430-000-000-703282	8,804.30
HAWKINS INC	6784459	07/02/2024	CHLORINE CYLINDER RENTAL AT WTP	430-000-000-703282	60.00
HAWKINS INC	6787939	07/02/2024	Chemicals for water plant filter cleaning activity	430-000-000-703282	8,775.80
Vendor 1089 - HAWKINS INC Total:					17,640.10
Vendor: 4275 - HAYNES EQUIPMENT CO INC					
HAYNES EQUIPMENT CO INC	29410E	07/02/2024	SERVICE CALL AT 13703 RUBY AVE	430-000-000-702510	250.00
HAYNES EQUIPMENT CO INC	29433E	07/02/2024	SERVICE CALL AT 900 S 134TH ST	430-000-000-702510	250.00
Vendor 4275 - HAYNES EQUIPMENT CO INC Total:					500.00
Vendor: 0821 - HOLLIDAY SAND AND GRAVEL CO					
HOLLIDAY SAND AND GRAVEL....	1500632286	07/02/2024	GRAVEL	430-000-000-703193	436.04
HOLLIDAY SAND AND GRAVEL....	1500632287	07/02/2024	GRAVEL	430-000-000-703193	299.30
HOLLIDAY SAND AND GRAVEL....	1500632848	07/02/2024	GRAVEL	300-190-000-703081	274.52
HOLLIDAY SAND AND GRAVEL....	1500633995	07/02/2024	GRAVEL	300-190-000-703081	144.63
Vendor 0821 - HOLLIDAY SAND AND GRAVEL CO Total:					1,154.49
Vendor: 12286 - ICON SHELTER SYSTEMS, INC					
ICON SHELTER SYSTEMS, INC	10555	07/02/2024	Centennial Park Pavilion	620-000-000-021960	98,928.50
Vendor 12286 - ICON SHELTER SYSTEMS, INC Total:					98,928.50
Vendor: 1021 - JACKSON SERVICE CENTER INC					
JACKSON SERVICE CENTER INC	205268	07/02/2024	PROPANE	300-190-000-703193	66.00
Vendor 1021 - JACKSON SERVICE CENTER INC Total:					66.00
Vendor: 11672 - JAMES HENDERSON					
JAMES HENDERSON	JH070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	295.00
Vendor 11672 - JAMES HENDERSON Total:					295.00
Vendor: 11952 - JANET ISABELL					
JANET ISABELL	JH070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	193.00
Vendor 11952 - JANET ISABELL Total:					193.00
Vendor: 12635 - JENNA HASELEU					
JENNA HASELEU	66514105	07/02/2024	REFUND WEEK 8 CAMP FEE	565-000-000-402423	135.00
Vendor 12635 - JENNA HASELEU Total:					135.00
Vendor: 10069 - JERRY'S NURSERY & LANDSCAPING, INC					
JERRY'S NURSERY & LANDSCA...	37117	07/02/2024	TOP SOIL	300-190-000-703081	360.00
Vendor 10069 - JERRY'S NURSERY & LANDSCAPING, INC Total:					360.00
Vendor: 1012 - JOHNSON COUNTY FIRE & EMERGENCY SERVICES CHIEFS ASSOCIATION					
JOHNSON COUNTY FIRE & EM...	7022024	07/02/2024	FIRE CHIEF ASSOCIATION DUES	300-165-000-702124	350.00
Vendor 1012 - JOHNSON COUNTY FIRE & EMERGENCY SERVICES CHIEFS ASSOCIATION Total:					350.00
Vendor: 11951 - JON DAVID HILL					
JON DAVID HILL	DH070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	107.00
Vendor 11951 - JON DAVID HILL Total:					107.00
Vendor: 12643 - JOYCE JACKSON					
JOYCE JACKSON	71422347	07/02/2024	REFUND CANCELLED FOOD DEMO ON 6/24/24	540-000-000-402426	8.00
Vendor 12643 - JOYCE JACKSON Total:					8.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 10751 - KANSAS DEPARTMENT OF REVENUE					
KANSAS DEPARTMENT OF RE...	24-381	07/02/2024	VEHICLE REGISTRATIONS	300-185-000-703515	80.00
Vendor 10751 - KANSAS DEPARTMENT OF REVENUE Total:					80.00
Vendor: 10214 - KC AUCTION DIRECT LLC					
KC AUCTION DIRECT LLC	25756	07/02/2024	REPLACE TIRES/BRAKES ON UNIT 66	300-185-000-702510	528.09
KC AUCTION DIRECT LLC	25941	07/02/2024	MISC REPAIRS ON UNIT 52	300-185-000-702510	1,440.74
KC AUCTION DIRECT LLC	26015	07/02/2024	SERVICE A/C ON UNIT 54	300-185-000-702510	181.09
Vendor 10214 - KC AUCTION DIRECT LLC Total:					2,149.92
Vendor: 12637 - KELLI SCOTT					
KELLI SCOTT	66658715	07/02/2024	REFUND WEEK 4,6,7,9 SUMMER CAMP FEES	565-000-000-402423	540.00
Vendor 12637 - KELLI SCOTT Total:					540.00
Vendor: 7758 - KELLY NEWTON					
KELLY NEWTON	71074154	07/02/2024	REFUND DEPOSIT FOR SOUTH PARK ON 6/14/24	300-000-000-021400	150.00
Vendor 7758 - KELLY NEWTON Total:					150.00
Vendor: 11728 - LABAN CONTRACTING LLC					
LABAN CONTRACTING LLC	20241053	07/02/2024	RESTROOM RENTALS FOR FARMERS MARKET	300-175-000-702460	200.00
Vendor 11728 - LABAN CONTRACTING LLC Total:					200.00
Vendor: 3003 - LAKE OF THE FOREST INC					
LAKE OF THE FOREST INC	JULY	07/02/2024	LAKE OF THE FOREST - REFUSE PAYMENT	410-000-000-702061	247.00
Vendor 3003 - LAKE OF THE FOREST INC Total:					247.00
Vendor: 3030 - LEAGUE OF KANSAS MUNICIPALITIES					
LEAGUE OF KANSAS MUNICI...	8834	07/02/2024	GOVERNING BODY HANDBOOK	300-155-000-703183	392.49
Vendor 3030 - LEAGUE OF KANSAS MUNICIPALITIES Total:					392.49
Vendor: 12266 - LOGAN CONTRACTORS SUPPLY, INC					
LOGAN CONTRACTORS SUPPL...	D90571	07/02/2024	MISC TOOLS	430-000-000-703193	407.32
Vendor 12266 - LOGAN CONTRACTORS SUPPLY, INC Total:					407.32
Vendor: 1836 - LOWE'S CREDIT SERVICES					
LOWE'S CREDIT SERVICES	970998-NFCGGV	07/02/2024	FORM BOARDS FOR CONCRETE WORK	300-190-000-703081	69.60
LOWE'S CREDIT SERVICES	978313-NCDQQU	07/02/2024	HOT WATER TANK FOR COMMUNITY CENTER	300-175-000-703041	535.68
LOWE'S CREDIT SERVICES	983063-NCNFPA	07/02/2024	CONCRETE MIX	300-190-000-703081	393.12
LOWE'S CREDIT SERVICES	983063-NCNFPA	07/02/2024	MEASURING TAPE	300-190-000-703193	62.66
Vendor 1836 - LOWE'S CREDIT SERVICES Total:					1,061.06
Vendor: 3373 - LUKE HEATING & AIR CONDITIONING LLC					
LUKE HEATING & AIR CONDIT...	11101	07/02/2024	ANNUAL MAINTENANCE ON A/C	420-000-000-702746	178.00
LUKE HEATING & AIR CONDIT...	11104	07/02/2024	ANNUAL MAINTENANCE ON A/C	420-000-000-702746	600.00
LUKE HEATING & AIR CONDIT...	11105	07/02/2024	ANNUAL MAINTENANCE ON A/C	300-175-000-702746	1,600.00
LUKE HEATING & AIR CONDIT...	11106	07/02/2024	ANNUAL MAINTENANCE ON A/C	300-190-000-702746	400.00
LUKE HEATING & AIR CONDIT...	11107	07/02/2024	ANNUAL MAINTENANCE ON A/C	300-175-000-702746	600.00
LUKE HEATING & AIR CONDIT...	11108	07/02/2024	ANNUAL MAINTENANCE ON A/C	430-000-000-702746	200.00
LUKE HEATING & AIR CONDIT...	11109	07/02/2024	ANNUAL MAINTENANCE ON A/C	300-130-000-702746	200.00
Vendor 3373 - LUKE HEATING & AIR CONDITIONING LLC Total:					3,778.00
Vendor: 9879 - MAINSTREET CREDIT UNION					
MAINSTREET CREDIT UNION	0003998	07/05/2024	PAYROLL FOR 7/5/2024	071-000-000-021380	845.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:					845.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 7347 - MCGUIRE ELECTRIC LLC					
MCGUIRE ELECTRIC LLC	5249	07/02/2024	REPLACED USE ON SLIDE PUMP	570-000-000-702746	317.63
MCGUIRE ELECTRIC LLC	5258	07/02/2024	ELECTRICAL REPAIR AT LS #5	420-000-000-702510	226.71
MCGUIRE ELECTRIC LLC	5259	07/02/2024	ELECTRICAL REPAIR AT WWTP UV BLDG	420-000-000-702510	170.00
Vendor 7347 - MCGUIRE ELECTRIC LLC Total:					714.34
Vendor: 7360 - MECKC LLC					
MECKC LLC	6310	07/02/2024	FLEETWASH	300-190-000-703515	1,220.00
Vendor 7360 - MECKC LLC Total:					1,220.00
Vendor: 6137 - METRO COURIER INC					
METRO COURIER INC	46906	07/02/2024	SAMPLE DELIVERIES	430-000-000-702037	26.56
METRO COURIER INC	52032	07/02/2024	SAMPLE DELIVERIES	430-000-000-702037	27.22
METRO COURIER INC	52660	07/02/2024	SAMPLE DELIVERIES	430-000-000-702037	54.44
METRO COURIER INC	53209	07/02/2024	SAMPLE DELIVERIES	430-000-000-702037	54.44
Vendor 6137 - METRO COURIER INC Total:					162.66
Vendor: 3759 - MIDWEST BUS SALES INC					
MIDWEST BUS SALES INC	CMR01002778001	07/02/2024	CREDIT FOR DUPLICATE PMT ON BUS # 112	575-000-000-702510	-472.16
MIDWEST BUS SALES INC	R01002913001	07/02/2024	REPAIR BODY DAMAGE ON BUS # 109	575-000-000-702510	2,815.45
Vendor 3759 - MIDWEST BUS SALES INC Total:					2,343.29
Vendor: 7935 - NANCY L. GOSS					
NANCY L. GOSS	50224	07/02/2024	QUARTERYL PEST CONTROL	300-190-000-702746	132.50
NANCY L. GOSS	50224	07/02/2024	QUARTERYL PEST CONTROL	420-000-000-702746	97.50
Vendor 7935 - NANCY L. GOSS Total:					230.00
Vendor: 5003 - NATIONAL SIGN COMPANY INC					
NATIONAL SIGN COMPANY INC	IN-207136	07/02/2024	SIGN POSTS	300-190-000-703081	3,850.00
NATIONAL SIGN COMPANY INC	IN-207358	07/02/2024	STREET SIGNS	300-190-000-703081	5,057.70
NATIONAL SIGN COMPANY INC	IN-207598	07/02/2024	SIGN POSTS	300-190-000-703081	4,300.00
Vendor 5003 - NATIONAL SIGN COMPANY INC Total:					13,207.70
Vendor: 3094 - NORRIS EQUIPMENT CO LLC					
NORRIS EQUIPMENT CO LLC	78147	07/02/2024	MISC REPAIR PARTS FOR VID #541	300-190-000-703537	27.55
NORRIS EQUIPMENT CO LLC	78229	07/02/2024	REPLACE CLUTCH BRAKE ON VID #541	300-190-000-702510	1,117.97
Vendor 3094 - NORRIS EQUIPMENT CO LLC Total:					1,145.52
Vendor: 5820 - OLATHE FORD SALES					
OLATHE FORD SALES	223904	07/02/2024	REPLACE REAR TAIL LIGHTS ON UNIT 68	300-185-000-702510	2,120.25
Vendor 5820 - OLATHE FORD SALES Total:					2,120.25
Vendor: 12636 - ORCHALE COOK					
ORCHALE COOK	71686371	07/02/2024	REFUND POOL ADMISSION FEE	570-000-000-402440	12.00
Vendor 12636 - ORCHALE COOK Total:					12.00
Vendor: 8124 - OUTDOOR HOME SERVICES HOLDINGS, LLC					
OUTDOOR HOME SERVICES H...	192143088	07/02/2024	WEED CONTROL	300-190-000-702746	66.00
OUTDOOR HOME SERVICES H...	192143143	07/02/2024	WEED CONTROL	300-190-000-702746	66.00
Vendor 8124 - OUTDOOR HOME SERVICES HOLDINGS, LLC Total:					132.00
Vendor: 3393 - PACE ANALYTICAL SERVICES LLC					
PACE ANALYTICAL SERVICES L...	2460205641	07/02/2024	WTP SAMPLES	430-000-000-702037	150.00
PACE ANALYTICAL SERVICES L...	2460206028	07/02/2024	STORMWATER SAMPLES	590-000-000-702037	422.00
PACE ANALYTICAL SERVICES L...	2460206029	07/02/2024	STORMWATER SAMPLES	590-000-000-702037	422.00
PACE ANALYTICAL SERVICES L...	2460206394	07/02/2024	WWTP SAMPLES	420-000-000-702037	473.00
PACE ANALYTICAL SERVICES L...	2460206521	07/02/2024	CREDIT FOR WWTP SAMPLES	420-000-000-702037	-473.00
PACE ANALYTICAL SERVICES L...	2460206522	07/02/2024	CREDIT FOR WWTP SAMPLES	420-000-000-702037	-473.00
PACE ANALYTICAL SERVICES L...	2460206523	07/02/2024	WWTP SAMPLES	420-000-000-702037	408.00
PACE ANALYTICAL SERVICES L...	2460206524	07/02/2024	WWTP SAMPLES	420-000-000-702037	408.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PACE ANALYTICAL SERVICES L...	2460207394	07/02/2024	WTP SAMPLES	420-000-000-702037	150.00
Vendor 3393 - PACE ANALYTICAL SERVICES LLC Total:					1,487.00
Vendor: 11833 - PAULA BUCKRIDGE					
PAULA BUCKRIDGE	64466826	07/02/2024	REFUND CANCELLED	540-000-000-402426	24.00
			BOTANICAL GARDENS TRIP		
PAULA BUCKRIDGE	64467395	07/02/2024	REFUND CANCELLED	540-000-000-402426	68.00
			ARROWHEAD STADIUM TRIP		
PAULA BUCKRIDGE	64538424	07/02/2024	REFUND DEPOSIT FOR	540-000-000-402426	100.00
			CANCELLED OMAHA TRIP		
PAULA BUCKRIDGE	66286375	07/02/2024	REFUND CANCELLED OMAHA	540-000-000-402426	332.50
			TRIP		
Vendor 11833 - PAULA BUCKRIDGE Total:					524.50
Vendor: 2955 - PB HOIDALE CO INC					
PB HOIDALE CO INC	INV007053	07/02/2024	APRIL FUEL TANK INSPECTION	300-190-000-702746	235.00
PB HOIDALE CO INC	INV007993	07/02/2024	ATG PROVE/ANODE TESTING	300-190-000-702746	465.00
			FOR KDHE FUEL PERMIT		
Vendor 2955 - PB HOIDALE CO INC Total:					700.00
Vendor: 3618 - PENNYS CONCRETE INC					
PENNYS CONCRETE INC	730265	07/02/2024	CONCRETE FOR CULVERT	590-000-000-702510	4,458.40
			REPAIR AT 132ND AND		
			HERITAGE		
PENNYS CONCRETE INC	730266	07/02/2024	CONCRETE FOR CULVERT	590-000-000-702510	549.90
			REPAIR AT 132ND AND		
			HERITAGE		
Vendor 3618 - PENNYS CONCRETE INC Total:					5,008.30
Vendor: 11541 - PEREGRINE CORPORATION					
PEREGRINE CORPORATION	17389	07/02/2024	JUNE ROUTE 2 UTILITY BILLS	300-125-000-702485	601.96
			(954/918)		
Vendor 11541 - PEREGRINE CORPORATION Total:					601.96
Vendor: 3531 - PERRY AND TRENT LLC					
PERRY AND TRENT LLC	04725	07/02/2024	MAY LEGAL SERVICES	300-155-000-702037	560.00
Vendor 3531 - PERRY AND TRENT LLC Total:					560.00
Vendor: 11867 - PI MANAGED SERVICES LLC					
PI MANAGED SERVICES LLC	INV0028408	07/02/2024	PRINTER TROUBLESHOOTING	300-130-000-702370	62.50
PI MANAGED SERVICES LLC	INV0028409	07/02/2024	1ST FLOOR PRINTER	300-157-000-702370	62.50
			TROUBLESHOOTING		
PI MANAGED SERVICES LLC	INV0028565	07/02/2024	1ST FLOOR PRINTER	300-130-000-702370	250.00
			TROUBLESHOOTING		
PI MANAGED SERVICES LLC	INV0028567	07/02/2024	BARLOW COMPUTER	300-155-000-702370	125.00
			TROUBLESHOOTING		
PI MANAGED SERVICES LLC	INV0028568	07/02/2024	OCHOA COMPUTER	540-000-000-702370	125.00
			TROUBLESHOOTING		
PI MANAGED SERVICES LLC	INV0028645	07/02/2024	POOL INTERNET/PHONES	570-000-000-702370	312.50
PI MANAGED SERVICES LLC	INV0028646	07/02/2024	PHONE TROUBLESHOOTING	300-130-000-702370	62.50
PI MANAGED SERVICES LLC	INV0028647	07/02/2024	POOL DESKTOP AND SET UP	570-000-000-702370	900.00
PI MANAGED SERVICES LLC	INV0028668	07/02/2024	PHILLIPS LAPTOP AND SETUP	300-157-000-702370	900.00
PI MANAGED SERVICES LLC	INV0028669	07/02/2024	POOL LAPTOP/MONITOR	570-000-000-702370	1,100.00
			SETUP		
PI MANAGED SERVICES LLC	INV0028854	07/02/2024	REBOOT SWITCH STACK	300-130-000-702370	93.75
PI MANAGED SERVICES LLC	INV0028854	07/02/2024	REPLACE NATHAN PHONE	300-175-000-702370	31.25
			CORD		
PI MANAGED SERVICES LLC	INV0028860	07/02/2024	RECEIPT PRINTER SETUP	570-000-000-702370	93.75
PI MANAGED SERVICES LLC	INV0028861	07/02/2024	INCODE AUTO-UPDATE	300-130-000-702370	125.00
			TROUBLESHOOTING		
PI MANAGED SERVICES LLC	INV0028893	07/02/2024	BACKUP CHECKS	300-130-000-702370	468.75
PI MANAGED SERVICES LLC	INV0028894	07/02/2024	SERVER/BACKUP	300-130-000-702370	437.50
			TROUBLESHOOTING		
PI MANAGED SERVICES LLC	INV0029785	07/02/2024	TROUBLESHOOT INTERNET	300-185-000-702370	140.00
			ISSUES IN UNIT #50		
PI MANAGED SERVICES LLC	INV0029786	07/02/2024	SET UP NEW USER	430-000-000-702370	105.00
PI MANAGED SERVICES LLC	INV0029787	07/02/2024	SET UP NEW LAPTOP	300-185-000-702370	385.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PI MANAGED SERVICES LLC	INV0029788	07/02/2024	TROUBLESHOOT INTERNET ISSUES ON LAPTOPS	300-185-000-702370	840.00
PI MANAGED SERVICES LLC	INV0029790	07/02/2024	USER TERMINATION	300-185-000-702370	140.00
PI MANAGED SERVICES LLC	INV0029792	07/02/2024	FIX DNS ISSUE ON GUEST NETWORK	300-190-000-702370	210.00
PI MANAGED SERVICES LLC	INV0029823	07/02/2024	REPLACE DAMAGED CORD	300-185-000-702370	105.00
PI MANAGED SERVICES LLC	INV0029907	07/02/2024	NETWORK REPAIR	300-165-000-702370	1,015.00
Vendor 11867 - PI MANAGED SERVICES LLC Total:					8,090.00
Vendor: 12574 - PINNACLE EMERGENCY VEHICLES LLC					
PINNACLE EMERGENCY VEHIC...	24-0531-002	07/02/2024	WHEELS FOR MEDIC 91	300-165-000-702511	1,800.00
Vendor 12574 - PINNACLE EMERGENCY VEHICLES LLC Total:					1,800.00
Vendor: 6374 - POLYDYNE INC					
POLYDYNE INC	1840392	07/02/2024	CLARIFLOC	420-000-000-703282	2,970.00
Vendor 6374 - POLYDYNE INC Total:					2,970.00
Vendor: 0562 - POMP'S TIRE SERVICE, INC					
POMP'S TIRE SERVICE, INC	1230045558	07/02/2024	REPAIR FLAT ON VID #522	420-000-000-702510	73.50
POMP'S TIRE SERVICE, INC	1250165708	07/02/2024	REPAIR FLAT ON VID #522	420-000-000-702510	234.00
Vendor 0562 - POMP'S TIRE SERVICE, INC Total:					307.50
Vendor: 4481 - PRETECH CORPORATION					
PRETECH CORPORATION	32976	07/02/2024	MANHOLE FRAME AND COVER	420-000-000-703537	1,210.00
Vendor 4481 - PRETECH CORPORATION Total:					1,210.00
Vendor: 0646 - PUSHWATER ENTERPRISES INC					
PUSHWATER ENTERPRISES INC	21779	07/02/2024	MAILINGS FOR LEAD LINE INVENTORY	430-000-000-702485	1,816.46
Vendor 0646 - PUSHWATER ENTERPRISES INC Total:					1,816.46
Vendor: 5302 - R. E. PEDROTTI CO INC					
R. E. PEDROTTI CO INC	16059	07/02/2024	TROUBLESHOOR RADAR LEVEL MAIN AT WWTP	420-000-000-702510	612.50
R. E. PEDROTTI CO INC	16105	07/02/2024	HMI INTOIUCH LICENSING	420-000-000-702510	85.00
R. E. PEDROTTI CO INC	16129	07/02/2024	REPLACE SCADA HMI WORKSTATION	420-000-000-702510	1,286.20
R. E. PEDROTTI CO INC	16236	07/02/2024	BYPASS DRYWELL ALARM TELEMETRY REPAIR	420-000-000-702510	216.00
Vendor 5302 - R. E. PEDROTTI CO INC Total:					2,199.70
Vendor: 8031 - REDDI SERVICES INC					
REDDI SERVICES INC	231536832	07/02/2024	BACKFLOW PREVENTOR TEST FOR BPU INTERCONNECT	430-000-000-702510	174.00
Vendor 8031 - REDDI SERVICES INC Total:					174.00
Vendor: 8035 - REEVES-WIEDEMAN COMPANY					
REEVES-WIEDEMAN COMPANY	6353753	07/02/2024	TOLIET REPAIR KITS	570-000-000-703537	26.78
REEVES-WIEDEMAN COMPANY	6359787	07/02/2024	TOLIETS FOR RESTROOM REMODEL	550-000-000-704880	439.17
REEVES-WIEDEMAN COMPANY	6379537	07/02/2024	MISC PLUMBING SUPPLIES	570-000-000-703537	116.60
REEVES-WIEDEMAN COMPANY	CM6368555	07/02/2024	RETURN TOILET	550-000-000-704880	-162.00
Vendor 8035 - REEVES-WIEDEMAN COMPANY Total:					420.55
Vendor: 11773 - RONALD TILDEN					
RONALD TILDEN	112351	07/02/2024	TIRES FOR VID # 478	430-000-000-702510	449.70
RONALD TILDEN	112731	07/02/2024	TIRES FOR VID # 501	300-190-000-702510	117.35
Vendor 11773 - RONALD TILDEN Total:					567.05
Vendor: 11650 - SAMUEL LIGHTNER					
SAMUEL LIGHTNER	SL070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	65.00
Vendor 11650 - SAMUEL LIGHTNER Total:					65.00
Vendor: 12484 - SANDS CONSTRUCTION LLC					
SANDS CONSTRUCTION LLC	3	07/02/2024	Installation of Farmers Market Pavilion	620-000-000-021960	22,205.46
Vendor 12484 - SANDS CONSTRUCTION LLC Total:					22,205.46

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 6010 - SCHUETZ CONSTRUCTION					
SCHUETZ CONSTRUCTION	4698	07/02/2024	REPLACE STORM PIPE AT 132ND AND HERITAGE DR	590-000-000-702510	16,759.00
SCHUETZ CONSTRUCTION	4700	07/02/2024	REPAIR WATER MAIN AT 705 LAKEWOOD	430-000-000-702510	3,537.75
Vendor 6010 - SCHUETZ CONSTRUCTION Total:					20,296.75
Vendor: 8226 - SHERWIN WILLIAMS CO					
SHERWIN WILLIAMS CO	1358-7	07/02/2024	PAINT FOR OFFICE	300-165-000-702746	228.52
SHERWIN WILLIAMS CO	2663-0	07/02/2024	PAINT FOR STREET MARKINGS	300-190-000-703081	37.78
Vendor 8226 - SHERWIN WILLIAMS CO Total:					266.30
Vendor: 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC					
SITEONE LANDSCAPE SUPPLY ...	142590199-001	07/02/2024	PRE-EMERGENT FOR LANDSCAPE BEDS	300-190-000-703041	128.00
SITEONE LANDSCAPE SUPPLY ...	142646879-001	07/02/2024	IRRIGATIONS HEADS	300-190-000-703041	22.12
SITEONE LANDSCAPE SUPPLY ...	142659408-001	07/02/2024	IRRIGATIONS HEADS	300-190-000-703041	83.45
SITEONE LANDSCAPE SUPPLY ...	143054216-001	07/02/2024	TREE WATERING BAGS	300-190-000-703041	535.28
SITEONE LANDSCAPE SUPPLY ...	143054216-002	07/02/2024	TREE WATERING BAGS	300-190-000-703041	356.86
Vendor 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC Total:					1,125.71
Vendor: 11869 - SOUTHWEST ANSWERING SERVICE INC					
SOUTHWEST ANSWERING SE...	287106142024	07/02/2024	AFTER HOURS ANSWERING SERVICE 5/17/24 - 6/13/24	430-000-000-702023	296.70
Vendor 11869 - SOUTHWEST ANSWERING SERVICE INC Total:					296.70
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC					
STAPLES CONTRACT & COMM...	6005080201	07/02/2024	COPY PAPER	072-930-000-703010	222.45
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:					222.45
Vendor: 10110 - TARGETSOLUTIONS LEARNING LLC					
TARGETSOLUTIONS LEARNING...	INV94993	07/02/2024	ONLINE TRAINING	300-165-000-702124	2,010.00
Vendor 10110 - TARGETSOLUTIONS LEARNING LLC Total:					2,010.00
Vendor: 10854 - THE JATH GROUP INC					
THE JATH GROUP INC	83196	07/02/2024	PW JANITORIAL SERVICES	300-190-000-702746	148.33
THE JATH GROUP INC	83196	07/02/2024	PW JANITORIAL SERVICES	420-000-000-702746	148.33
THE JATH GROUP INC	83196	07/02/2024	PW JANITORIAL SERVICES	430-000-000-702746	148.34
THE JATH GROUP INC	84064	07/02/2024	JANITORIAL SERVICES AT PW	300-190-000-702746	148.33
THE JATH GROUP INC	84064	07/02/2024	JANITORIAL SERVICES AT PW	420-000-000-702746	148.33
THE JATH GROUP INC	84064	07/02/2024	JANITORIAL SERVICES AT PW	430-000-000-702746	148.34
THE JATH GROUP INC	84642	07/02/2024	JANITORIAL SERVICES AT LIONS PARK	300-190-000-702746	1,320.00
THE JATH GROUP INC	84643	07/02/2024	JANITORIAL SERVICES AT NORTH PARK	300-190-000-702746	560.00
THE JATH GROUP INC	84706	07/02/2024	EXTRA CLEANING AT SOUTHPARK ON 6/15/24	300-175-000-702746	125.00
THE JATH GROUP INC	S-14873	07/02/2024	PW JANITORIAL SUPPLIES	300-190-000-703041	81.86
THE JATH GROUP INC	S-14873	07/02/2024	PW JANITORIAL SUPPLIES	420-000-000-702746	81.85
THE JATH GROUP INC	S-14873	07/02/2024	PW JANITORIAL SUPPLIES	430-000-000-702746	81.86
THE JATH GROUP INC	S-15065	07/02/2024	JANITROIAL SUPPLIES AT LIONS PARK	300-175-000-703041	108.14
THE JATH GROUP INC	S-15066	07/02/2024	JANITORIAL SUPPLIES AT NORTH PARK	300-175-000-703041	426.69
THE JATH GROUP INC	S-15068	07/02/2024	JANITORIAL SUPPLIES AT PW	300-190-000-703041	216.82
THE JATH GROUP INC	S-15068	07/02/2024	JANITORIAL SUPPLIES AT PW	420-000-000-703041	216.81
THE JATH GROUP INC	S-15068	07/02/2024	JANITORIAL SUPPLIES AT PW	430-000-000-703041	216.82
Vendor 10854 - THE JATH GROUP INC Total:					4,325.85
Vendor: 0591 - TIRE TOWN					
TIRE TOWN	244607	07/02/2024	RECYCLE TIRES	300-190-000-703081	63.00
Vendor 0591 - TIRE TOWN Total:					63.00
Vendor: 3832 - UNIVERSITY OF OKLAHOMA					
UNIVERSITY OF OKLAHOMA	251490	07/02/2024	OU EDI INSTITUTE REGISTRATION	300-155-000-702124	1,895.00
Vendor 3832 - UNIVERSITY OF OKLAHOMA Total:					1,895.00

Expense Approval Report

Post Dates: 7/2/2024 - 7/5/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 0915 - VERIZON WIRELESS					
VERIZON WIRELESS	9966231333	07/02/2024	LIFT STATIONS COMMUNICATION SERVICES	420-000-000-702925	200.05
Vendor 0915 - VERIZON WIRELESS Total:					200.05
Vendor: 8404 - VESTA LEE LUMBER COMPANY					
VESTA LEE LUMBER COMPANY	175504	07/02/2024	STAKES	300-190-000-703081	25.00
VESTA LEE LUMBER COMPANY	175505	07/02/2024	LUMBAR FOR CONCRETE FORMING	300-190-000-703081	124.00
VESTA LEE LUMBER COMPANY	175508	07/02/2024	LUMBAR FOR CONCRETE FORMING	300-190-000-703081	10.00
VESTA LEE LUMBER COMPANY	175557	07/02/2024	STAKES	300-190-000-703081	36.40
VESTA LEE LUMBER COMPANY	175599	07/02/2024	CONCRETE FORM BOARDS	300-190-000-703041	16.00
VESTA LEE LUMBER COMPANY	177452	07/02/2024	2X4 FOR COMM CENTER RESTROOM REMODEL	550-000-000-704880	8.00
VESTA LEE LUMBER COMPANY	177478	07/02/2024	STAKES/CAUTION TAPE	300-190-000-703081	40.99
VESTA LEE LUMBER COMPANY	177545	07/02/2024	BLOCKING FOR FITTINGS	430-000-000-703537	57.50
Vendor 8404 - VESTA LEE LUMBER COMPANY Total:					317.89
Vendor: 12641 - VICKI FORTIN					
VICKI FORTIN	68367271	07/02/2024	REFUND DEPOSIT FOR COTTONWOOD ROOM ON 6/23/24	300-000-000-021400	100.00
Vendor 12641 - VICKI FORTIN Total:					100.00
Vendor: 0712 - W W GRAINGER INC					
W W GRAINGER INC	9140342123	07/02/2024	CORDLESS TRANSFER PUMPS/BATTERIES	430-000-000-703537	1,680.05
W W GRAINGER INC	9141122607	07/02/2024	TRASH BAGS	300-190-000-703193	155.70
Vendor 0712 - W W GRAINGER INC Total:					1,835.75
Vendor: 2845 - WATTS UP					
WATTS UP	INV054046	07/02/2024	LIGHT BULBS	300-165-000-703041	169.84
Vendor 2845 - WATTS UP Total:					169.84
Vendor: 11618 - WESTERN DIESEL SERVICES INC					
WESTERN DIESEL SERVICES INC	SVI127218	07/02/2024	REPAIR GENERATOR AT WATER TOWER/BOOSTER STATION	430-000-000-702746	1,914.68
WESTERN DIESEL SERVICES INC	SVI127219	07/02/2024	REPAIR GENERATOR AT LS #2	420-000-000-702746	3,768.72
Vendor 11618 - WESTERN DIESEL SERVICES INC Total:					5,683.40
Vendor: 10586 - WICHITA STATE UNIVERSITY					
WICHITA STATE UNIVERSITY	562452	07/02/2024	2024 KSGFOA CONFERENCE REGISTRATION	300-125-000-702124	225.00
Vendor 10586 - WICHITA STATE UNIVERSITY Total:					225.00
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS					
WILSON & COMPANY INC ENG...	125459	07/02/2024	Design/Const. Services, Second Street Waterline	430-000-000-702306	6,790.00
WILSON & COMPANY INC ENG...	126580	07/02/2024	Engineering services to support KDOT CCLIP project	555-000-000-021960	420.00
WILSON & COMPANY INC ENG...	126581	07/02/2024	Design and development of Sidewalk improvements	555-000-000-704602	9,320.00
WILSON & COMPANY INC ENG...	126582	07/02/2024	KS Ave culvert project management services	620-190-000-704260	16,930.67
WILSON & COMPANY INC ENG...	126671	07/02/2024	ENGINEERING SERVICES	300-175-000-702037	503.50
WILSON & COMPANY INC ENG...	126671	07/02/2024	ENGINEERING SERVICES	300-190-000-702306	5,514.00
WILSON & COMPANY INC ENG...	126671	07/02/2024	ENGINEERING SERVICES	430-000-000-702306	711.00
WILSON & COMPANY INC ENG...	126671	07/02/2024	ENGINEERING SERVICES	590-000-000-702306	1,167.70
WILSON & COMPANY INC ENG...	126969	07/02/2024	Design/Const. Services, Second Street Waterline	430-000-000-702306	1,075.19
Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:					42,432.06
Vendor: 12626 - ZACK TURNEY					
ZACK TURNEY	ZT070124	07/05/2024	SUMMBER BALL OFFICIAL	560-000-000-702037	27.00
Vendor 12626 - ZACK TURNEY Total:					27.00
Grand Total:					396,356.39



UBPKT02335 - June Utility Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
05-13617-05	Legacy Underground	7/5/2024	154108	2,853.45			2853.45	Generated From Billing
05-13770-02	May, Stancel Leroy III	7/5/2024	154109	48.40			48.40	Generated From Billing
05-13961-14	Jones, Marissa K	7/5/2024	154110	9.02			9.02	Generated From Billing
Total Refunds: 3			Total Refunded Amount:	2,910.87				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2910.87
Revenue Total:	2910.87

General Ledger Distribution

Posting Date: 07/05/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	430 - Water Treat & Distribu			
	430-000-000-011999	Claim On Cash	-2,910.87	Yes
	430-000-000-021205	Unapplied Utility Credits	2,910.87	
	430 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-000-011100	Cash In Bank	-2,910.87	
	999-000-000-021500	Due To Other Funds	2,910.87	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From:

Subject: Public Use Request - Tiblow Trot

Recommendation:

Action: Make a motion to approve the Public Use Request - Tiblow Trot as presented.

Background:

Discussion: The Rotary Club submitted a Public Use Request for the 46th Annual Tiblow Trot on Saturday, August 24, 2024, from 6:00 am - 8:30 a.m. The Rotary Club does not request closure of streets for Tiblow Trot but is requesting approval to use the designated streets and for support from the City. The start location for the race is moving this year to the intersection of 3rd and Oak to allow more room for vendors. Other than that change, everything else remains the same from previous years.

Financial Impact:



City of Bonner Springs
KANSAS

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

Fee \$50.00 (Non-Alcohol)

Fee \$250.00 (Alcohol on Premises)

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

Date: 6/7/2024

APPLICANT INFORMATION:

Name of Requested Event: Tiblow Trot

Date of Requested Event: Saturday, August 24, 2024

Time of Requested Event: Setup at 6:30 a.m. for a 7:00 a.m. race start time

Applicant Name: Jim Miller & Ray Mosier

Business or Organization: Bonner Springs Rotary Club

Street Address/Mailing Address: P.O. Box 456 City/State/Zip: Bonner Springs, KS 66012

Phone _____ Email: bonnerrotary@gmail.com

Is the event to raise funds for charitable purposes: Yes ☒ No ☐ If yes, what Charitable Purpose? Proceeds from the race are used to provide scholarships for Bonner Shigh School graduates.

Submission of the application is acknowledgement that the applicant will be responsible for all public property used and adjacent areas, to be cleaned immediately after the event.

Submission of the application is acknowledgement that the applicant will notify all affected property owners and tenants.

☒ Organization Status Proof attached

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

☒ Clear map of the parking lot area, or street route to be used is attached
(Events with alcohol or cereal malt beverages must be at least 30 feet from Centennial Park).

LOCATION:

Public Parking Lot(s) Requested: _____

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

Street(s) Requested: See attached maps

EVENT INFORMATION:

Police, Fire, EMS or Other Municipal Services Needed: Yes ☒ No ☐

If yes, what services Police assistance with traffic control during race.

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

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

Tiblow Trot 5-mile, 5K runs and 2K walk to raise funds for scholarships.

☐ List of vendors that will participate in event attached.

☐ List of planned activities attached

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

Is the applicant also requesting to activate the Common Consumption Area for the event?:

Yes ☐ No ☒

☐ List of current alcoholic beverage or cereal malt beverage licensees that will participate in the CCA must be attached. Each licensee's current approval from the State Division of Alcoholic Beverage Control to participate in the CCA must be on file with the City Clerk's office prior to approval.

Application Requirements:

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

Restrictions:

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

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

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

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

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

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

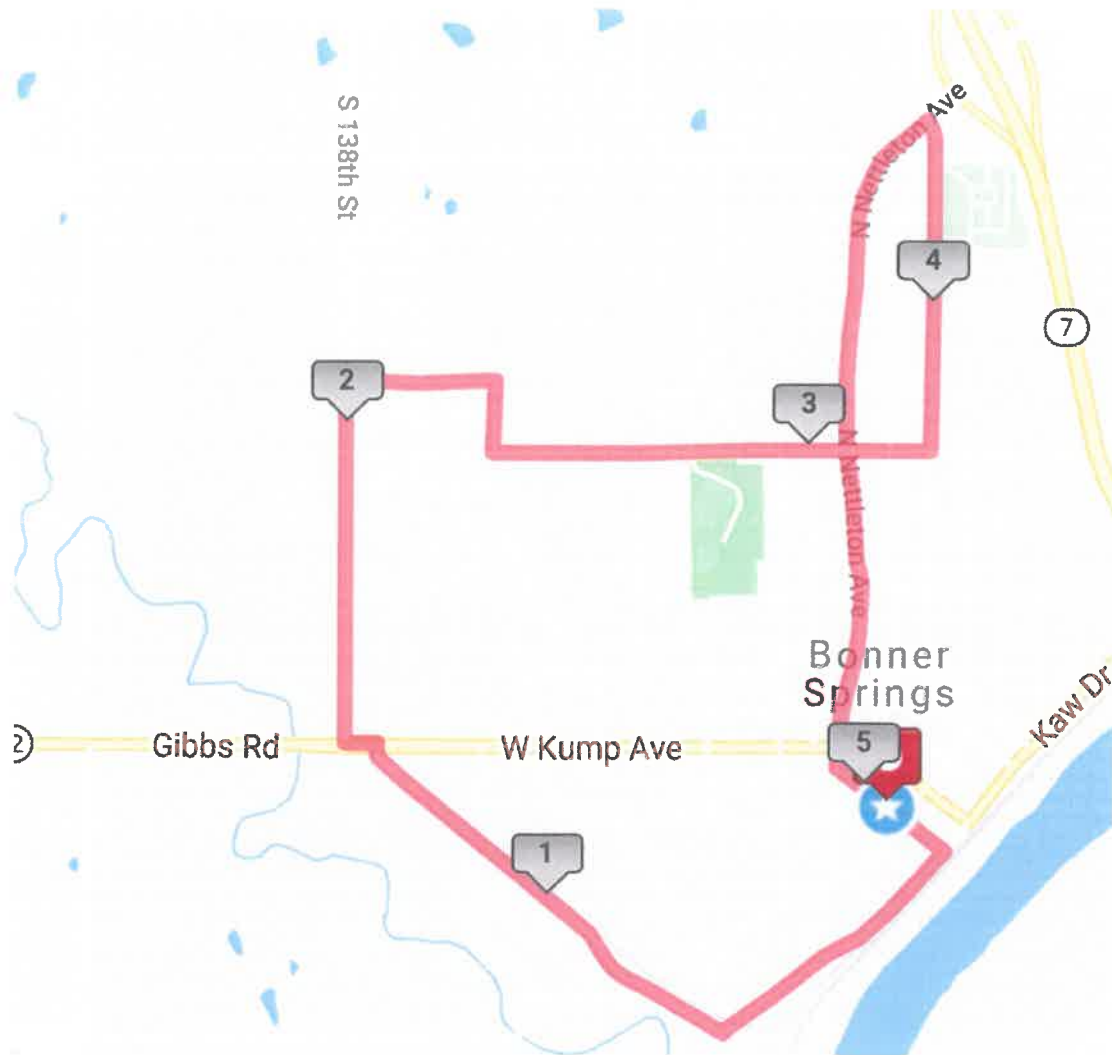
Signature of Applicant

Date of application

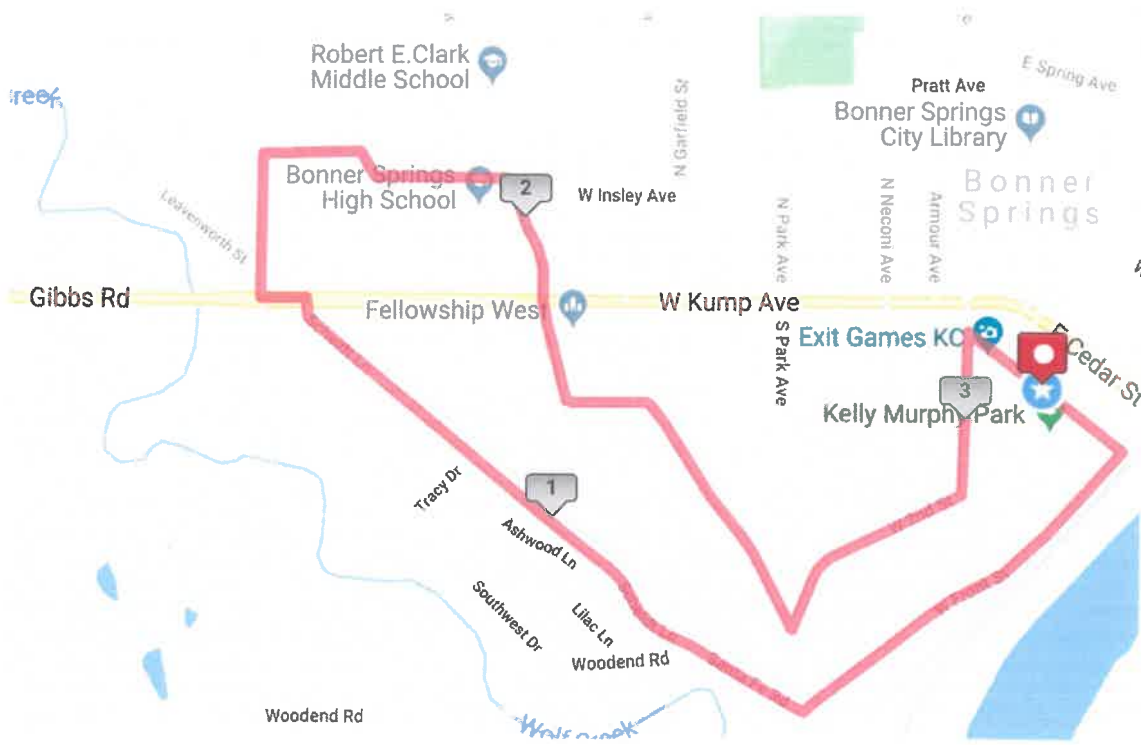
Receipt

Transaction Code: MS
Product Code: LL

5-Mile Run



5K Run





Bonner Springs Rotary Club

P. O. Box 456
Bonner Springs, KS 66012

Mayor and City Council
City of Bonner Springs
P.O. Box 38
Bonner Springs, KS 66012

Dear City of Bonner Springs,

This year, we will celebrate the 46th Annual Tiblow Trot race, sponsored by the Bonner Springs Rotary Club. The proceeds of the race are used to provide scholarships, given each year to Bonner Springs High School graduates. Last year we were able to give 5 x \$1,000 scholarships – which is one more than in previous years. We were also able to donate \$1,500 to Rotary International's Polio Plus Program, which strives to end Polio worldwide.

The race attracts people from all over to visit Bonner Springs and participate in our community activities such as Tiblow Days. The first Tiblow Trot was a 5-mile run through the city of Bonner Springs. In recent years a 5K (3.1 miles) run and a 2K (1.25 mile) walk were added.

The 2024 Tiblow Trot will be the 46th annual event that began in 1979. Thanks to the city of Bonner Springs and with the help of many volunteers, the Tiblow Trot is the oldest continuous race in the state of Kansas. For this year's race, we are planning to move the start / finish line up Oak Street – just NW of 3rd street. This change was made to allow more space for Tiblow Days vendors on Oak.

Enclosed, you will find maps showing the routes of the 5-mile and 5K runs, and 2K walk. As in previous years, we would like to have use of the designated city streets outlined and race support. The race is scheduled to start at 7:00 am Saturday, August 24th and will last approximately one hour.

Thank you for your continued support of the Tiblow Trot.

Sincerely,

Jim Miller
Tiblow Trot Race Director

• 3-103 minors on pre

CITY COUNCIL AGENDA
Monday, June 24, 2024

• REC - by 6:00?? or
only purchased
from vendor?

Workshop - 6:00 p.m.
Council Meeting - 7:30 p.m.

WORKSHOP - 7:00 p.m.

1. Proposed Code Updates

COUNCIL MEETING - 7:30 p.m.

INVOCATION

PRESENTATIONS

1. Proclamation - National Parks and Recreation Month

CITIZEN CONCERNS About Items Not on Today's Agenda

APPROVE AGENDA & CONSENT AGENDA - If a Councilmember has a simple question about an item, they can ask before the Mayor calls for a vote on the Consent Agenda. An item only needs to be removed if it warrants discussion.

1. Minutes of the June 10, 2024, City Council Meeting
2. Claims for City Operations
3. Public Use Request - Block Party - Brown
4. Massage Therapy Business Establishment license

Action: Make a motion to approve the Consent Agenda as presented

OLD BUSINESS

NEW BUSINESS

1. Library Patio Project

Action: Make a motion to approve the engineer's design contract for the Library Patio Improvements with Wilson and Company for an amount not to exceed \$32,900.

2. Mutual Aid Agreement - City of Lawrence

Action: Make a motion to approve a mutual aid agreement between the City of Lawrence and the City of Bonner Springs for fire protection and other emergency services, and authorize the City Manager to sign the agreement.

3. Acceptance of Old Dominion Freight Lines Public Improvements

Action: Make a motion to accept the Old Dominion Freight Lines public improvements.

4. Acceptance of Riverview Avenue Public Improvements

Action: Make a motion to accept the Riverview Avenue public improvements, contingent upon receiving the two-year maintenance bond valued at 125% of the project cost.

5. Resolution Amending the Resolution of Intent to Issue Industrial Revenue Bonds for Scannell Properties, LLC (Building 3), No. 2024-01.

Action: Make a motion to adopt a resolution amending Resolution No. 2024-01, a resolution of intent to issue industrial revenue bonds and property tax abatement for Scannell Properties, LLC (Building 3).

Amber
Chris
Justin
Nathan
Richards
Mark L.
Jack G.
Tatum

Justin
Tyler
Sean
Scannell
Cam
Duff
TY

Added by Gwilym - time 11:00
for one

DEVELOPMENT PLAN

**THE 120 ON OAK APARTMENTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**CITY OF BONNER SPRINGS, KANSAS
2024**

INTRODUCTION

On May 22, 2023, the Governing Body of the City of Bonner Springs, Kansas (the “City”), adopted Resolution No. 2013-10 that found and determined based on the City’s Housing Needs Analysis dated June 2022 (the “Analysis”), that:

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

Based on these findings and determinations, the Governing Body proposed the establishment of a reinvestment housing incentive district within the City pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.*, as amended or supplemented (the “Act”).

Following the adoption of Resolution No. 2023-10, and the publication of such Resolution in the official newspaper of the City, a certified copy of such Resolution was submitted to the Secretary of Commerce for the State of Kansas (the “Secretary”) for approval of the establishment of the reinvestment housing incentive district in the City, as required by K.S.A. 12-5244(c).

On June 6, 2023, the Secretary provided written confirmation, approving the establishment of the 120 on Oak Apartments Reinvestment Housing Incentive District (the “District”).

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary for the development of a reinvestment housing incentive district, the governing body may adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

Based on the Analysis and the findings of the Governing Body set forth above, the City proposes this Development Plan (this “Plan”) to assist in the development of quality housing within the City.

1. The legal description of the District is as set forth on the attached **Exhibit A**, and a map depicting the existing parcels of real estate in the District is attached as **Exhibit B**.

2. The existing assessed valuation of all real estate within the District is as follows:

Parcel Number	Assessed Land	Assessed Improvements	Assessed Total
105-049-32-0-20-10-001.00-0	\$39,778	\$15,730	\$55,508

3. The name and address of the owner of record for all real estate within the District is:

Katfish Incorporated
11710 Kelly Rd. (per tax records, street address is 11771 Kelly Rd.)
Leavenworth, KS 66048

4. The housing and public facility projects that are proposed to be constructed or improved in the District are described and located as follows:

Housing Facilities

The housing facilities include the development of approximately 93 multi-family units, consisting primarily of studio, 1- and 2-bedroom units, as determined by developer. Such units will be constructed in a single multi-family apartment building generally located west of the intersection of Oak Street and Front Street (Kansas Highway 32) in the District, with surface parking generally located west of such multi-family apartment building in the District.

Public Facilities

The public facilities to be constructed or improved in the District are limited because the infrastructure, including streets, sewer, water, and utilities, already exists to serve the District.

Pursuant to K.S.A. 12-5249(a)(12)(A), it is intended that revenues from the District will be used, primarily or exclusively, to reimburse the costs of the housing facilities rather than the public facilities because:

- The proposed housing facilities financed with District revenues will be exclusively for residential use;
- The District is an “existing lot” to the extent that it is comprised of a single existing tax parcel which is referenced in Section 2 above; and
- The infrastructure, including streets, sewer, water, and utilities, has been in existence for at least 10 years.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities:

Fee title to the real estate is held by, and the developer (“Developer”) responsible for development of the housing and public facilities is:

Fee title to real estate currently held by:

Katfish Incorporated
11710 Kelly Rd. (per tax records, street address is 11771 Kelly Rd.)
Leavenworth, KS 66048

Developer responsible for development of housing and public facilities:

The 120 Society, LLC
111 Oak St.
Bonner Springs, KS 66012

6. The Governing Body of the City does not expect to receive any contractual assurances from the Developer guaranteeing the financial feasibility of specific projects within the District; provided, however, that the City and the Developer expect to enter into a Development Agreement (the “Development Agreement”) which, as supplemented and amended from time to time, is expected to include the project construction schedule, a description of projects to be constructed, financial and other obligations of the Developer, and financial and administrative obligations of the City.
7. Heartland Housing Partners, LLC, has conducted an analysis to determine whether the public benefits derived from the District will exceed the costs and whether the income from the District, together with other sources of funds, will be sufficient to pay for the improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit C**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to reimburse the Developer for a portion of the costs of the improvements advanced by the Developer. The estimates indicate that the revenue realized from the District, together with other available sources of funds, will be adequate to pay the costs of the improvements described in Section 4 above. No special obligation bonds of the City will be issued to finance the improvements described in this Plan; instead, the improvements will be financed on a pay-as-you-go basis as described in the Development Agreement.

DEVELOPMENT PLAN – EXHIBIT A

LEGAL DESCRIPTION OF THE 120 ON OAK APARTMENTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

DEVELOPMENT PLAN – EXHIBIT B

MAP OF THE 120 ON OAK APARTMENTS REINVESTMENT HOUSING INCENTIVE DISTRICT



DEVELOPMENT PLAN – EXHIBIT C
COMPREHENSIVE FEASIBILITY ANALYSIS



May 8, 2024

Tom Stephens, Mayor
City Hall
200 E 3rd Street
Bonner Springs, KS 66012

Re: Oak Street RHID Feasibility Study

In connection with the 120 on Oak Apartments Reinvestment Housing Incentive District (the District) proposed in the City of Bonner Springs, Kansas, and pursuant to K.S.A. 12-5245(a)(7), Heartland Housing Partners, LLC, has prepared a comprehensive analysis of the feasibility of providing housing tax incentives in the District. This analysis is reflected on the attached spreadsheets and shows:

- (i) That the public benefits derived from the District will exceed the costs;
- (ii) That the income from the District, together with other sources of funding, will be sufficient to pay for the public improvements to be undertaken in the District; and
- (iii) That certain additional private funds will be contributed to pay a portion of the cost of the improvements.

With respect to item (i) above, the public benefits derived from the District will exceed the costs because, while the District is projected to generate tax increment revenues over the 20-year term of approximately \$6,737,949, the direct costs to the public for the improvements in the District are virtually nothing. The direct costs to the public are minimal because the infrastructure serving the District, including streets, sewer, water, and utilities, already exists.

With respect to items (ii) and (iii) above, the income from the District shown in the spreadsheets, together with a contribution of private funds from the developer, is projected to be sufficient to pay the estimated cost of the improvements.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Vogel", is written over the word "Sincerely,".

Ross Vogel

FEASIBILITY STUDY THE 120 ON OAK APARTMENTS RHID

	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount
Current Assessment	\$ 55,508	25.0%	0.158340	1	\$ 8,789
Total Current					\$ 8,789.14

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots	Total Value
Apartments	\$ -	\$ 17,670,000	11.5%	0.128840	\$ 261,809	1	\$ 261,809
	\$ -	\$ -	11.5%	0.128840	\$ -	0	\$ -
	\$ -	\$ -	11.5%	0.128840	\$ -	0	\$ -

Grand Total	\$ 261,809
Tax Increment	\$ 253,020
20 Year Rebate Total, 2% Growth	\$ 6,737,949
Property Tax Without RHID Reimbursement	\$ 321,755
*The numbers included are estimates based on 2023 Assessments Mill Levy	0.158340

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

THE 120 ON OAK APARTMENTS RHID

	RHID YEAR	BASE TAX PAYMENT	Total Real Estate Taxes	REAL ESTATE TAX INCREMENT	TOTAL RHID
1	2024	\$ 8,789	\$ -	\$ -	\$ -
2	2025	\$ 8,789	\$ -	\$ -	\$ -
3	2026	\$ 8,789	\$ 130,905	\$ 122,116	\$ 122,116
4	2027	\$ 8,789	\$ 261,809	\$ 253,020	\$ 375,136
5	2028	\$ 8,789	\$ 274,900	\$ 266,111	\$ 641,246
6	2029	\$ 8,789	\$ 288,645	\$ 279,856	\$ 921,102
7	2030	\$ 8,789	\$ 303,077	\$ 294,288	\$ 1,215,390
8	2031	\$ 8,789	\$ 318,231	\$ 309,442	\$ 1,524,832
9	2032	\$ 8,789	\$ 334,142	\$ 325,353	\$ 1,850,185
10	2033	\$ 8,789	\$ 350,850	\$ 342,060	\$ 2,192,245
11	2034	\$ 8,789	\$ 368,392	\$ 359,603	\$ 2,551,848
12	2035	\$ 8,789	\$ 386,812	\$ 378,022	\$ 2,929,871
13	2036	\$ 8,789	\$ 406,152	\$ 397,363	\$ 3,327,234
14	2037	\$ 8,789	\$ 426,460	\$ 417,671	\$ 3,744,904
15	2038	\$ 8,789	\$ 447,783	\$ 438,994	\$ 4,183,898
16	2039	\$ 8,789	\$ 470,172	\$ 461,383	\$ 4,645,281
17	2040	\$ 8,789	\$ 493,681	\$ 484,891	\$ 5,130,172
18	2041	\$ 8,789	\$ 518,365	\$ 509,575	\$ 5,639,747
19	2042	\$ 8,789	\$ 544,283	\$ 535,494	\$ 6,175,241
20	2043	\$ 8,789	\$ 571,497	\$ 562,708	\$ 6,737,949
	TOTALS				\$ 6,737,949
	NET PRESENT VALUE		7.50%		\$2,810,810
		Bond Proceeds (NPV of Revenue Divided by DSCR)			\$ 2,248,648

Notes:

The projected appraised value is assumed to increase at the following percent every year:

Debt Service Coverage Ratio	5%
NET PRESENT VALUE	125%
	7.5%

Percentage of Completion Assessed:

2024	0%
2025	0%
2026	50%
2027	100%

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Megan Gilliland

Subject: Ordinance to Adopt a Development Plan, Establishing the District, and Approving a Development Agreement for The 120 on Oak Apartments RHID

Recommendation: Staff recommends approval.

Action: Make a motion to adopt an ordinance approving a reinvestment housing incentive district development (RHID) plan, establishing an RHID within the city, and approving a development agreement.

Background: This Agreement applies to and encompasses the development, maintenance, and operation of the Project and construction of the Park Improvements utilizing funds provided or obtained by the Developer, together with reimbursement of certain of Developer's costs from RHID Increment, and the financing of certain of Developer's costs through IRBs, all as more particularly described herein.

Discussion: The attached ordinance will adopt the previously provided Development Plan for the 120 on Oak apartment project RHID. The included Development Agreement addresses specifics of development and how the RHID process will be handled by the city and the developer.

Financial Impact: The financial impact to the City is discussed in the attached Development Agreement.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF BONNER SPRINGS, KANSAS, ADOPTING A REINVESTMENT HOUSING INCENTIVE DISTRICT DEVELOPMENT PLAN, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY, AND APPROVING A DEVELOPMENT AGREEMENT (THE 120 ON OAK APARTMENTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

WHEREAS, on May 22, 2023, the Governing Body of the City of Bonner Springs, Kansas (the “City”), adopted Resolution No. 2023-10, in which the Governing Body found it necessary and desirable to establish a reinvestment housing incentive district within the City (the “District”), pursuant to K.S.A. 12-5241 *et seq.*, as amended (the “Act”);

WHEREAS, pursuant to the Act, the Governing Body of the City caused a copy of Resolution No. 2023-10 which was published on June 1, 2023, in the official newspaper of the City and caused a certified copy of Resolution No. 2023-10 to be submitted to the Secretary of Commerce of the State of Kansas (the “Secretary”);

WHEREAS, the Secretary, in a letter dated June 6, 2023, agreed with the findings of the Governing Body of the City as contained in Resolution No. 2023-10;

WHEREAS, pursuant to the Act, the Governing Body has caused a plan for the development of housing and public facilities in the proposed District (the “Plan”) to be prepared;

WHEREAS, pursuant to the Act, the Governing Body has provided notice of a public hearing on the adoption of the Plan and the establishment of the District and conducted such public hearing;

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

WHEREAS, the City and The 120 Society LLC, a Kansas limited liability company (the “Developer”), as developer of the residential project within the proposed District, have prepared a development agreement (the “Development Agreement”), outlining the rights and obligations of the parties, including the obligations of the Developer to construct the project in the proposed District and the right of the Developer to receive reimbursement from District revenues for the costs of certain eligible expenses; and

WHEREAS, the Governing Body of the City hereby deems it necessary and desirable to approve the Development Agreement and authorize the execution and delivery thereof;

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

Section 1. The Plan for the development of housing and public facilities in the District, as presented to the Governing Body of the City on this date, is hereby adopted. Further, the

Governing Body hereby finds and determines that the public facilities to be constructed or improved in the District are limited because the infrastructure, including streets, sewer, water, and utilities, already exists to serve the District. Pursuant to K.S.A. 12-5249(a)(12)(A) and representations by the Developer, it is intended that revenues from the District will be used, primarily or exclusively, to reimburse the costs of the housing facilities rather than the public facilities because, and the Governing Body finds and determines that: (i) the proposed housing facilities financed with District revenues will be exclusively for residential use; (ii) the District is an “existing lot” to the extent that it is comprised of a single existing tax parcel; and (iii) the infrastructure, including streets, sewer, water, and utilities, has been in existence for at least 10 years.

Section 2. The District is hereby designated and established as a reinvestment housing incentive district within the City pursuant to the Act and shall be known as The 120 on Oak Apartments Reinvestment Housing Incentive District. A legal description of the District is attached to this Ordinance as ***Exhibit A***. A map depicting the existing parcels of real estate located in the District is attached to this Ordinance as ***Exhibit B***.

Section 3. The Development Agreement is hereby approved in substantially the form now on file with the City Clerk. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of, and as the act and deed of, the City.

Section 4. The City Clerk is hereby authorized to transmit, on or before January 1, 2025, a complete copy of this Ordinance, including the attached exhibits, to the County Clerk, County Appraiser, and County Treasurer of Wyandotte County, Kansas, and to the governing bodies of any taxing subdivisions which levy taxes upon any property in the District.

Section 5. The Mayor, City Clerk, and other officers and representatives of the City are hereby authorized and directed to take such other actions as may be necessary and desirable to carry out and comply with the intent of this Ordinance, for and on behalf of the City.

Section 6. This Ordinance shall be in full force and effect from and after its publication one time in the official City newspaper; provided, however, that this Ordinance shall be null and void if, within thirty (30) days following the conclusion of the public hearing referenced above, the Board of Education of Unified School District No. 204, Wyandotte County, Kansas (Bonner Springs-Edwardsville), or the Board of Commissioners of the Unified Government of Wyandotte County and Kansas City, Kansas, determine by resolution that the District will have an adverse effect on such School District or County, respectively.

[remainder of page left blank intentionally]

PASSED by the Governing Body of the City of Bonner Springs, Kansas, and approved by the Mayor on July 8, 2024.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

Thomas A. Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

Tax parcel ID number R29215

EXHIBIT B

MAP OF DISTRICT



DEVELOPMENT PLAN

**THE 120 ON OAK APARTMENTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

**CITY OF BONNER SPRINGS, KANSAS
2024**

INTRODUCTION

On May 22, 2023, the Governing Body of the City of Bonner Springs, Kansas (the “City”), adopted Resolution No. 2013-10 that found and determined based on the City’s Housing Needs Analysis dated June 2022 (the “Analysis”), that:

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

Based on these findings and determinations, the Governing Body proposed the establishment of a reinvestment housing incentive district within the City pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.*, as amended or supplemented (the “Act”).

Following the adoption of Resolution No. 2023-10, and the publication of such Resolution in the official newspaper of the City, a certified copy of such Resolution was submitted to the Secretary of Commerce for the State of Kansas (the “Secretary”) for approval of the establishment of the reinvestment housing incentive district in the City, as required by K.S.A. 12-5244(c).

On June 6, 2023, the Secretary provided written confirmation, approving the establishment of the 120 on Oak Apartments Reinvestment Housing Incentive District (the “District”).

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary for the development of a reinvestment housing incentive district, the governing body may adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

Based on the Analysis and the findings of the Governing Body set forth above, the City proposes this Development Plan (this “Plan”) to assist in the development of quality housing within the City.

1. The legal description of the District is as set forth on the attached ***Exhibit A***, and a map depicting the existing parcels of real estate in the District is attached as ***Exhibit B***.

2. The existing assessed valuation of all real estate within the District is as follows:

Parcel Number	Assessed Land	Assessed Improvements	Assessed Total
105-049-32-0-20-10-001.00-0	\$39,778	\$15,730	\$55,508

3. The name and address of the owner of record for all real estate within the District is:

Katfish Incorporated
11710 Kelly Rd. (per tax records, street address is 11771 Kelly Rd.)
Leavenworth, KS 66048

4. The housing and public facility projects that are proposed to be constructed or improved in the District are described and located as follows:

Housing Facilities

The housing facilities include the development of approximately 93 multi-family units, consisting primarily of studio, 1- and 2-bedroom units, as determined by developer. Such units will be constructed in a single multi-family apartment building generally located west of the intersection of Oak Street and Front Street (Kansas Highway 32) in the District, with surface parking generally located west of such multi-family apartment building in the District.

Public Facilities

The public facilities to be constructed or improved in the District are limited because the infrastructure, including streets, sewer, water, and utilities, already exists to serve the District.

Pursuant to K.S.A. 12-5249(a)(12)(A), it is intended that revenues from the District will be used, primarily or exclusively, to reimburse the costs of the housing facilities rather than the public facilities because:

- The proposed housing facilities financed with District revenues will be exclusively for residential use;
- The District is an “existing lot” to the extent that it is comprised of a single existing tax parcel which is referenced in Section 2 above; and
- The infrastructure, including streets, sewer, water, and utilities, has been in existence for at least 10 years.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities:

Fee title to the real estate is held by, and the developer (“Developer”) responsible for development of the housing and public facilities is:

Fee title to real estate currently held by:

Katfish Incorporated
11710 Kelly Rd. (per tax records, street address is 11771 Kelly Rd.)
Leavenworth, KS 66048

Developer responsible for development of housing and public facilities:

The 120 Society, LLC
111 Oak St.
Bonner Springs, KS 66012

6. The Governing Body of the City does not expect to receive any contractual assurances from the Developer guaranteeing the financial feasibility of specific projects within the District; provided, however, that the City and the Developer expect to enter into a Development Agreement (the “Development Agreement”) which, as supplemented and amended from time to time, is expected to include the project construction schedule, a description of projects to be constructed, financial and other obligations of the Developer, and financial and administrative obligations of the City.
7. Heartland Housing Partners, LLC, has conducted an analysis to determine whether the public benefits derived from the District will exceed the costs and whether the income from the District, together with other sources of funds, will be sufficient to pay for the improvements to be undertaken in the District. A copy of the analysis is attached hereto as ***Exhibit C***. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to reimburse the Developer for a portion of the costs of the improvements advanced by the Developer. The estimates indicate that the revenue realized from the District, together with other available sources of funds, will be adequate to pay the costs of the improvements described in Section 4 above. No special obligation bonds of the City will be issued to finance the improvements described in this Plan; instead, the improvements will be financed on a pay-as-you-go basis as described in the Development Agreement.

DEVELOPMENT PLAN – EXHIBIT A

LEGAL DESCRIPTION OF THE 120 ON OAK APARTMENTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

DEVELOPMENT PLAN – EXHIBIT B

MAP OF THE 120 ON OAK APARTMENTS REINVESTMENT HOUSING INCENTIVE DISTRICT



DEVELOPMENT PLAN – EXHIBIT C
COMPREHENSIVE FEASIBILITY ANALYSIS



May 8, 2024

Tom Stephens, Mayor
City Hall
200 E 3rd Street
Bonner Springs, KS 66012

Re: Oak Street RHID Feasibility Study

In connection with the 120 on Oak Apartments Reinvestment Housing Incentive District (the District) proposed in the City of Bonner Springs, Kansas, and pursuant to K.S.A. 12-5245(a)(7), Heartland Housing Partners, LLC, has prepared a comprehensive analysis of the feasibility of providing housing tax incentives in the District. This analysis is reflected on the attached spreadsheets and shows:

- (i) That the public benefits derived from the District will exceed the costs;
- (ii) That the income from the District, together with other sources of funding, will be sufficient to pay for the public improvements to be undertaken in the District; and
- (iii) That certain additional private funds will be contributed to pay a portion of the cost of the improvements.

With respect to item (i) above, the public benefits derived from the District will exceed the costs because, while the District is projected to generate tax increment revenues over the 20-year term of approximately \$6,737,949, the direct costs to the public for the improvements in the District are virtually nothing. The direct costs to the public are minimal because the infrastructure serving the District, including streets, sewer, water, and utilities, already exists.

With respect to items (ii) and (iii) above, the income from the District shown in the spreadsheets, together with a contribution of private funds from the developer, is projected to be sufficient to pay the estimated cost of the improvements.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Vogel", is written over the word "Sincerely,".

Ross Vogel

FEASIBILITY STUDY THE 120 ON OAK APARTMENTS RHID

	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount
Current Assessment	\$ 55,508	25.0%	0.158340	1	\$ 8,789
Total Current					\$ 8,789.14

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class	Mill Levy	Est. Property Tax	Number of Lots	Total Value
Apartments	\$ -	\$ 17,670,000	11.5%	0.128840	\$ 261,809	1	\$ 261,809
	\$ -	\$ -	11.5%	0.128840	\$ -	0	\$ -
	\$ -	\$ -	11.5%	0.128840	\$ -	0	\$ -

Grand Total	\$ 261,809
Tax Increment	\$ 253,020
20 Year Rebate Total, 2% Growth	\$ 6,737,949
Property Tax Without RHID Reimbursement	\$ 321,755
*The numbers included are estimates based on 2023 Assessments Mill Levy	0.158340

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

THE 120 ON OAK APARTMENTS RHID

	RHID YEAR	BASE TAX PAYMENT	Total Real Estate Taxes	REAL ESTATE TAX INCREMENT	TOTAL RHID
1	2024	\$ 8,789	\$ -	\$ -	\$ -
2	2025	\$ 8,789	\$ -	\$ -	\$ -
3	2026	\$ 8,789	\$ 130,905	\$ 122,116	\$ 122,116
4	2027	\$ 8,789	\$ 261,809	\$ 253,020	\$ 375,136
5	2028	\$ 8,789	\$ 274,900	\$ 266,111	\$ 641,246
6	2029	\$ 8,789	\$ 288,645	\$ 279,856	\$ 921,102
7	2030	\$ 8,789	\$ 303,077	\$ 294,288	\$ 1,215,390
8	2031	\$ 8,789	\$ 318,231	\$ 309,442	\$ 1,524,832
9	2032	\$ 8,789	\$ 334,142	\$ 325,353	\$ 1,850,185
10	2033	\$ 8,789	\$ 350,850	\$ 342,060	\$ 2,192,245
11	2034	\$ 8,789	\$ 368,392	\$ 359,603	\$ 2,551,848
12	2035	\$ 8,789	\$ 386,812	\$ 378,022	\$ 2,929,871
13	2036	\$ 8,789	\$ 406,152	\$ 397,363	\$ 3,327,234
14	2037	\$ 8,789	\$ 426,460	\$ 417,671	\$ 3,744,904
15	2038	\$ 8,789	\$ 447,783	\$ 438,994	\$ 4,183,898
16	2039	\$ 8,789	\$ 470,172	\$ 461,383	\$ 4,645,281
17	2040	\$ 8,789	\$ 493,681	\$ 484,891	\$ 5,130,172
18	2041	\$ 8,789	\$ 518,365	\$ 509,575	\$ 5,639,747
19	2042	\$ 8,789	\$ 544,283	\$ 535,494	\$ 6,175,241
20	2043	\$ 8,789	\$ 571,497	\$ 562,708	\$ 6,737,949
	TOTALS				\$ 6,737,949
	NET PRESENT VALUE		7.50%		\$2,810,810
					\$ 2,248,648

Bond Proceeds (NPV of Revenue Divided by DSCR)

Notes:

The projected appraised value is assumed to increase at the following percent every year:

Debt Service Coverage Ratio

NET PRESENT VALUE

5%
125%
7.5%

Percentage of Completion Assessed:

2024 0%
2025 0%
2026 50%
2027 100%

DEVELOPMENT AGREEMENT FOR OAK STREET RHID

THIS DEVELOPMENT AGREEMENT FOR OAK STREET RHID (this “**Agreement**”), is made and entered into as of July 8, 2024 (the “**Effective Date**”), by and between the **CITY OF BONNER SPRINGS, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **THE 120 SOCIETY LLC**, a Kansas limited liability company (the “**Developer**”).

RECITALS

A. The Developer has proposed to develop and construct a 93-unit, four-story multifamily rental apartment project, together with associated site and infrastructure improvements (collectively, the “**Project**,” as more particularly described in this Agreement), in the area legally described on ***Exhibit A*** and depicted on ***Exhibit B*** attached hereto.

B. Pursuant to K.S.A. 12-5241 *et seq.*, as amended (the “**RHID Act**”), the City has the authority to designate a reinvestment housing incentive district and to adopt a plan for development or redevelopment of housing and public facilities in such reinvestment housing incentive district.

C. Pursuant to the RHID Act, the Governing Body of the City adopted Resolution No. 2023-10 on May 22, 2023, in which the Governing Body made certain findings and proposed to establish The 120 on Oak Apartments Reinvestment Housing Incentive District within the City on the parcel containing the Project, which area is legally described on ***Exhibit A*** and depicted on ***Exhibit B*** attached hereto (the “**RHID**”).

D. Pursuant to the RHID Act, the Governing Body of the City published Resolution No. 2023-10 on June 1, 2023, in the official newspaper of the City and submitted a certified copy of such Resolution to the Kansas Department of Commerce (“**Commerce**”) for approval, and Commerce, in a letter dated [____], 2023, agreed with the findings of the Governing Body of the City as contained in such Resolution;

E. Pursuant to the RHID Act, the Governing Body of the City adopted Resolution No. 2024-06 on May 28, 2024, which called for a public hearing on July 8, 2024, to consider the adoption of the Development Plan (the “**RHID Plan**,” as attached hereto as ***Exhibit C***), and the designation of the RHID.

F. Pursuant to the RHID Act, the Governing Body of the City conducted the public hearing on July 8, 2024.

G. Following the public hearing on the adoption of the RHID Plan and the designation of the RHID, the Governing Body of the City passed Ordinance No. [____] on July 8, 2024, adopting the RHID Plan and establishing the RHID.

H. Pursuant to K.S.A. 12-1740 *et seq.* (the “**IRB Act**”), the City has the authority to issue industrial revenue bonds for commercial projects which promote, stimulate, and develop the general welfare and economic prosperity of the City and its inhabitants and the State of Kansas.

I. Pursuant to the IRB Act, the Governing Body of the City adopted Resolution No. [2024-__] on July 8, 2024, which expressed the City’s intent to issue industrial revenue bonds (the “**IRBs**”) to finance a portion of the cost of the Project (such portion, the “**IRB Project**”) for the purpose of obtaining an exemption from Kansas and local sales tax on such IRB Project.

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

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Incorporation of Recitals. The parties acknowledge and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 102. Definitions. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or the meanings set forth in the *Annex of Definitions* attached hereto.

Section 103. Rules of Construction. The following rules of construction shall apply in construing the provisions of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article and throughout the Agreement include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

(c) All references herein to “generally accepted governmental accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

(e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II DEVELOPMENT STRUCTURE

Section 201. Scope of Agreement. This Agreement applies to and encompasses the development, maintenance, and operation of the Project and construction of the Park Improvements utilizing funds provided or obtained by the Developer, together with reimbursement of certain of Developer's costs from RHID Increment, and the financing of certain of Developer's costs through IRBs, all as more particularly described herein. This Agreement does not apply to or encompass the reimbursement of certain of Developer's costs from MIH Grant Funds pursuant to the MIH Grant Agreement and MIH Developer Agreement.

Section 202. Overview of Development. Subject to the terms of this Agreement, the parties agree that: (i) the Developer shall design, construct, and finance the Project using funds provided or obtained by the Developer; (ii) the Developer shall design, construct, and finance the Park Improvements using funds provided or obtained by the Developer; (iii) the City shall use the RHID Increment to pay the City Administrative Fee, to pay City Expenses, and to reimburse the Developer for certain RHID Eligible Costs upon satisfaction of the conditions set forth in this Agreement; (iv) the City shall consider the issuance of IRBs to finance the IRB Project, all as more particularly set forth herein; and (v) the City shall grant the Developer the right to allow its residential tenants to use certain spaces in the public parking lot as described in the following section.

Section 203. Parking. The City and the Developer acknowledge that pursuant to the City's Uniform Development Ordinance adopted December 18, 2023, the Project requires up to twenty-seven (27) parking spaces which cannot be accommodated in the surface parking lot at the Project. To accommodate such additional parking spaces, Developer shall have the right to use twenty-seven (27) parking spaces (the "**Public Parking Spaces**") in the public parking lot north of the intersection of Elm Street and Second Street (the "**Public Parking Lot**"). The Public Parking Spaces shall be available for use to such residential tenants twenty-four hours per day, seven days per week, provided that the City shall have the right to clear the Public Parking Lot, including the Public Parking Spaces, for emergencies and special events. As partial consideration for the use of the Public Parking Spaces, the Developer shall contribute a Parking Contribution (as defined below), payable in four (4) installments of $\frac{1}{4}$ of the total each, at the fifth, tenth, fifteenth, and twentieth anniversary of the Effective Date (such contributions, individually and collectively, the "**Parking Contribution**"). It is anticipated that the City will apply the Parking Contribution to maintenance and improvements to the Public Parking Lot or maintenance of public improvements bearing some reasonable relationship to the Project. If the City so requests, the Developer shall (i) provide the City the license plate numbers and names of the owners for the vehicles using the Public Parking Spaces and/or (ii) implement a system to identify the vehicles using the Public Parking Spaces, such as decals or hangtags. The City and the Developer shall cooperate and shall take such further action as from time to time may be reasonably necessary to exercise the rights that each party has to use the Public Parking Spaces. It is further agreed the "Traded" fees totaling \$116,500 set forth in **Section 304** will be reduced by two times the actual cost of the Park Improvements that are constructed by Developer, and the balance shall be the amount of the Parking Contribution. By way of example, if the Developer demonstrates actual costs to complete the Park Improvements of \$20,000, the amount of the "Traded" fees shall be reduced by \$40,000 (two times \$20,000), leaving a Parking Contribution in the amount of \$76,500 (\$116,500 less

\$40,000). The Developer shall provide documentation to the City of the Developer's actual costs to construct the Park Improvements in the manner set forth in **Section 401** for the submission of Certifications of Expenditures for RHID Eligible Expenses. Furthermore, City will not sell, assign, or otherwise infringe on Developer's right to utilize these parking spaces as set forth in this Agreement without the prior written approval and consent of Developer.

Section 204. Modification of Improvements. The Improvements described herein shall only be materially amended or modified: (i) with the prior written consent of the City, which consent shall not be unreasonably withheld and which shall be granted so long as the proposed amendment or modification is consistent with the general spirit and intent of this Agreement; (ii) subject to the terms of **Section 501** and *Exhibit D* attached hereto, with an appropriate reduction in the incentives provided to Developer if the scope of such improvements is materially reduced; and (iii) in full compliance with all Applicable Laws and Requirements.

ARTICLE III COSTS, EXPENSES, FEES, AND FINANCING

Section 301. Project Costs, City Expenses, City Administrative Fee. The Developer shall be responsible for the various costs of the Project and Park Improvements as described in **Section 202** above. City Expenses (as defined in this Agreement) shall be due and payable within thirty (30) days after the City provides the Developer with an invoice therefor. City Expenses and the City Administrative Fee shall be paid from RHID Increment pursuant to **Section 302** of this Agreement; provided, however, that if the RHID Increment on deposit in the RHID Fund is insufficient to pay City Expenses when due, the Developer shall advance funds to pay such City Expenses. To the extent the Developer has advanced funds to pay City Expenses, including all amounts advanced by the Developer pursuant to the Funding Agreement by and between the City and Katfish Incorporated, a Kansas corporation and an Affiliate of the Developer, entered into prior to the Effective Date, such amounts may be reimbursed from RHID Increment in accordance with **Section 302** of this Agreement, and such reimbursements shall not be counted against the RHID Cap.

Section 302. RHID Financing.

(a) RHID Fund. Pursuant to the RHID Act and subject to all Applicable Laws and Requirements and the policies and procedures of the City, the City shall establish the RHID Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the RHID Act. Revenues collected from the RHID Increment received by the City shall be deposited in the RHID Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of RHID Eligible Expenses. Except as otherwise set forth herein or as required by the RHID Act, all RHID Increment shall be available for and dedicated to pay RHID Eligible Expenses for the RHID Project for the duration of the RHID Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the Developer for RHID Eligible Expenses paid by the Developer, and to pay the City Administrative Fee and City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay the City Administrative Fee and any City Expenses not paid by the Developer; and

Second, to reimburse the Developer for RHID Eligible Expenses incurred by the Developer.

(c) **RHID Term.** The RHID term shall expire on the earlier of: (i) the date the Developer has been reimbursed for RHID Eligible Expenses in the amount of the RHID Cap; (ii) the date the Developer conveys all or substantially all of its interest in the Project without a corresponding assignment of this Agreement as referred to in **Section 702** hereof; or (iii) September 1, 2044 (collectively, the “**RHID Term**”), unless the City takes the appropriate action required by law to terminate the RHID or amend the RHID Term. Except as provided in this Agreement or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate the RHID, amend the RHID Increment, or reduce the RHID Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for RHID Eligible Expenses.

(d) **RHID Cap.** The total amount of RHID Increment paid to the Developer during the RHID Term for reimbursement of RHID Eligible Expenses shall not exceed \$6,737,949 (such not to exceed amount, the “**RHID Cap**”). The RHID Cap shall not be reduced by: (i) the amount of RHID Increment used to pay the City Administrative Fee; or (ii) the amount of RHID Increment used to reimburse the Developer for the payment of City Expenses.

(e) **“Pay As You Go” RHID Financing.** Any RHID Increment available to the Developer for payment of RHID Eligible Expenses shall be on a pay-as-you-go basis, without interest, and no special obligation bonds shall be issued to advance funds for payment of such expenses.

Section 303. IRB Financing. Subject to all Applicable Laws and Requirements, the policies and procedures of the City, and Resolution No. [2024-__], adopted by the Governing Body of the City on July 8, 2024, the City has agreed to consider the issuance of IRBs to finance the IRB Project for the sole purpose of obtaining a sales tax exemption on the IRB Project. All expenses related to the issuance of such IRBs, and the fees and expenses of the City’s Bond Counsel, will be the responsibility of the Developer. The City’s one percent (1%) origination fee for the IRBs is addressed in **Section 304** below.

Section 304. Fee Waivers. The Developer has requested, and the City has agreed, to waive, modify, or trade certain of the fees typically charged or assessed by the City in connection with design and construction of the Project and the issuance of the IRBs as follows:

Fee	Total	Waived	Not Waived	Traded
Park Fee	\$46,500			\$46,500
Plan Review	4,200		4,200	
Inspection Fee	17,550		17,550	
Admin Fee	2,175	2,175		
3" Water Meter Tap Fee	6,249	564	5,685	

3" Water Meter Impact Fee	45,528	45,528		
8" Sewer Line Impact Fee	72,824	72,824		
6" Fire Line	0			
IRB Origination Fee	70,000			70,000
Totals	\$265,026	\$121,091	\$27,435	\$116,500

Certain amounts shown in table are estimates.

As reflected in the table above, the parties' intent is that: (i) the City waive utility fees (tap fees, impact fees, and admin fees) except for the hard construction costs of installing water meters; (ii) the Developer pay fees for inspections and plan review which are performed by third parties under contract with the City; and (iii) the amounts payable for the park fee and IRB origination fee be traded for the Developer's obligations to construct the Park Improvements and to make the Parking Contribution. Except as expressly set forth herein, Developer shall be responsible for all other City fees typically charged or assessed in connection with the design, construction, maintenance, and operation of the Project during the Term.

ARTICLE IV ELIGIBLE EXPENSE REIMBURSEMENT PROCEDURES

Section 401. Reimbursement of Eligible Expenses.

(a) Disbursement Dates. Except as provided herein, the City agrees to disburse RHID Increment in accordance with **Section 302** of this Agreement during the RHID Term on each March 1 and September 1, or on the first Friday following each such date if such date is not a Friday, commencing March 1, 2026, and ending September 1, 2044 (collectively, the "**Disbursement Dates**"). Disbursements of RHID Increment shall be applied in the order of priority set forth in **Section 302(b)**.

(b) Submission of Certification of Expenditures. The Developer shall submit to the City's Economic Development Coordinator a Certification of Expenditures (in substantially the form attached to this Agreement as **Exhibit G**) signed by the Developer, with supporting documentation identifying the RHID Eligible Expenses for which the Developer seeks reimbursement. The supporting documentation shall consist of paid invoices, canceled checks, receipts or records of completed wire transfers, or other evidence of the payment of cash by the Developer to third-party payees (and not Affiliates) with respect to the RHID Eligible Expenses for which reimbursement is sought, together with such other documentation as the City shall reasonably request.

(c) Details of Certification; City Right to Perform Due Diligence. Each Certification of Expenditures shall contain a certification by the Developer that each RHID Eligible Expense submitted for reimbursement is an eligible expense, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement, to examine the Developer's

records and other records relating to all RHID Eligible Expenses to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. Developer hereby agrees to pay all actual, verifiable, and reasonable third-party expenses incurred by the City pursuant to this subsection (c), which expenses shall be City Expenses.

(d) Certification of Expenditures. The City shall either accept and certify or reject each Certification of Expenditures within sixty (60) days after the submission thereof. If the City determines that any cost identified as an RHID Eligible Expense is ineligible for reimbursement, the City shall so notify the Developer in writing within said 60-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer (i) shall have the right to identify and substitute other costs of RHID Eligible Expenses, as applicable, with a supplemental Certification of Expenditures or (ii) within ten (10) days of receiving such written determination, shall have the right to appeal such determination to the Governing Body of the City by giving notice to the City Clerk describing the basis of the appeal. The Governing Body of the City agrees to consider such appeal within sixty (60) days of receipt of such notice and to provide the Developer with not less than ten (10) days' written notice of the date the Governing Body will undertake such consideration. The City may also request such additional information from the Developer as may be required to process the requested certification and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Certification of Expenditures that the City determines to be eligible.

(e) Conditions Precedent. As a condition precedent to disbursement of RHID Increment to the Developer, the Developer must: (i) be in compliance with all the terms and conditions of this Agreement, including all covenants and obligations to be observed and performed by the Developer hereunder; (ii) be current, along with each member or manager of the Developer, on the payment of all taxes to the State and its political subdivisions, including the City and the County; and (iii) with respect to disbursement of RHID Increment, have submitted, and received approval for, a Certification of Expenditure. If funds are available for disbursement in the RHID Fund at the time for disbursement set forth in this Agreement but the conditions set forth in this paragraph have not, in the reasonable judgment of the officer or agent of the City charged with disbursing such funds, been met, the City shall provide written notice to Developer specifying the basis of such judgment (a "**Condition Failure Notice**") and shall retain the funds that would have otherwise been disbursed. If the condition(s) are subsequently met to the reasonable satisfaction of such officer or agent of the City, the disbursement that was previously withheld shall be promptly made. In the event the Developer disagrees in good faith with the determination of such officer or agent of the City, the Developer may appeal the determination to the Governing Body of the City by providing written notice to the City Clerk within ten (10) days of the receipt of such Condition Failure Notice, and the retained funds shall not be disbursed until the Governing Body directs the disbursement. Such notice of appeal shall reasonably describe the basis for such appeal. The Governing Body of the City agrees to consider such appeal within sixty (60) days of receipt of such notice and to provide the Developer with not less than ten (10) days' written notice of the date the Governing Body will undertake such consideration. The determination of the Governing Body of the City with respect to the disbursement shall be final for purposes of exhausting the Developer's administrative remedies. Any determination by the officer or agent of

the City or by the Governing Body of the City under this **Section 401** that funds should not be disbursed shall apply as to that particular disbursement only and shall not impair or in any manner affect future disbursements.

Section 402. Effect of Reimbursement if Termination. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the City shall have no obligation to reimburse the Developer for any RHID Eligible Expenses following the termination of this Agreement regardless of when such expense was incurred or submitted to the City in a Certification of Expenditures.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS; TIMING AND APPROVALS

Section 501. Construction of the Improvements. The Developer agrees to pursue construction of the Improvements in accordance with the requirements of this Agreement, including the Project Milestones set forth on **Exhibit D** hereto. Notwithstanding any other provision of this Agreement to the contrary, but subject to Permitted Delays, if the Developer fails to complete, or demonstrate completion of, any Project Milestone, then the City may require the Developer to appear before the Governing Body of the City to show cause why Developer failed to meet such Project Milestone. If Developer cannot show cause for the delay which is reasonably satisfactory to the Governing Body, then the Governing Body of the City may, in its discretion, exercise any or all of the remedies for an Event of Default as provided in **Section 803(a)**.

Section 502. Public Infrastructure and Improvements. For any portion of the Improvements comprised of public infrastructure or improvements which are not constructed by the City, including the Park Improvements, the Developer shall submit to the City all engineering plans and construction plans as required by all Applicable Laws and Requirements, including City codes. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval for any portion of the Project, whether or not related to public infrastructure, the City shall use its standard procedures for review and approval of such submissions.

Section 503. Insurance and Indemnification.

(a) Indemnification. The Developer agrees, whether or not the transactions contemplated by this Agreement are consummated, to indemnify and hold harmless the City and its officers, directors, officials, employees, and agents (any or all of the foregoing referred to hereafter as “**Indemnified Persons**”), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges, or other costs (including, without limitation, all attorneys’ fees and expenses incurred in connection with enforcing this Agreement or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with: (a) any cause in connection with the Project or the Park Improvements, including, without limitation, the acquisition, design, construction, operation, maintenance, use, or disposition thereof; (b) any cause in connection with Developer’s rights to the Public Parking Spaces as described in **Section 203**; (c) any act or omission of the Developer or any of its agents, contractors, servants, employees, or licensees in connection with the acquisition, design, construction, operation, maintenance, use, or

disposition of the Project or the Park Improvements; (d) a misrepresentation or breach of warranty by the Developer hereunder or under any other document executed by the Developer in connection with the Project or the Park Improvements; or (e) any violation by the Developer of any of its covenants hereunder or under any other documents executed by the Developer in connection with the Project or the Park Improvements. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on the part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Developer in writing, and the Developer shall promptly assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses, and the right to negotiate and consent to settlement; but the failure to notify the Developer as provided shall not relieve Developer from any liability or duty under this **Section 503(a)**, so long as Developer is given reasonable opportunity to defend such claim.

(b) Insurance. Not in derogation of the indemnification provisions set forth herein, throughout the Term of this Agreement, Developer, at its sole cost and expense, shall maintain or cause to be maintained insurance with respect to all structures, improvements, and equipment comprising the Project that are owned by the Developer or an Affiliate, covering direct loss or damage occasioned by fire, flood, and extended coverage perils through nationally recognized responsible insurance companies authorized under the laws of the State to assume the risks covered therein. The insurance shall be for an amount that is not less than the full replacement cost of such structures, improvements, and equipment.

In addition, the Developer shall, at its sole cost and expense, throughout the Term of this Agreement, maintain general accident and public liability insurance covering the Developer's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use, or operation of any automobile, truck, or other vehicle in or upon the Project) under which the Developer shall be insured and the City shall be an additional insured, as their interests in the Project appear, in an amount not less than the then 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); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least thirty (30) days' advance written notice to the City and the Developer.

Section 504. Applicable Laws and Requirements. The Developer agrees to abide by, and the Project shall be completed in conformity with, all Applicable Laws and Requirements.

Section 505. Nondiscrimination. The Developer, for itself and its successors and assigns, agrees that throughout the Term of this Agreement:

(a) Developer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, ancestry or age;

(b) In all solicitations or advertisements for employees, Developer shall include the phrase, “equal opportunity employer,” or a similar phrase to be approved by the Kansas Human Rights Commission (the “Commission”);

(c) If Developer fails to comply with the manner in which Developer reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Developer shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended, in whole or in part, by the City;

(d) If Developer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Developer shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended, in whole or in part, by the City; and

(e) Developer shall include the provisions of **Sections 505(a)** through **(d)** above in every contract, subcontract, or purchase order so that such provisions will be binding upon such contractor, subcontractor, or vendor.

Developer further agrees that throughout the Term, Developer shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all other Applicable Laws and Requirements.

Section 506. City and Other Governmental Permits. Before commencement of grading, site improvements, construction, or development of any buildings, structures, site work, infrastructure, or improvements comprising the Project, the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such grading, improvements, construction, or development.

ARTICLE VI REAL ESTATE TAXES

Section 601. Agreement to Pay Taxes and Assessments; Right to Protest. The Developer agrees that it shall (to the extent the Developer has not sold the Project, or any portion thereof, to third parties) pay taxes and assessments for the Project promptly on or before the due date of such tax bills. The Developer shall have the right to pay said taxes under protest in accordance with applicable law; provided, however, that the Developer agrees to provide prior written notice to the City if it elects to pay said taxes under protest or of any appeal of real estate taxes or valuation of any property within the RHID by the County Appraiser. Notwithstanding the foregoing, the appraised value of the Project shall not be protested below \$17,670,000 during the RHID Term. In the event the appraised value of the Project is protested below \$17,670,000 during the RHID Term, and following the completion of construction thereof, the amount of the RHID Cap shall be proportionately reduced. By way of example only, if the appraised valuation of the Project is reduced due to tax protest to \$15,903,000 (90% of \$17,670,000) during the RHID Term, the RHID Cap shall automatically be reduced to 90% of the cap established per **Section 302(d)**.

If the appraised value shall be less than \$17,670,000 during the RHID Term for reasons other than a tax protest by the Developer, there shall be no corresponding reduction in the RHID Cap.

ARTICLE VII USE AND TRANSFER

Section 701. Use of Project; Design of Improvements. The allowable uses within the Project will be subject to the lawful zoning power of the City and will not be subject to use restrictions solely by virtue of this Agreement. Developer acknowledges and agrees that all buildings, structures, and improvements comprising the Improvements shall be constructed in a manner consistent with the plans, design features, and site improvements, and meeting or exceeding the quality of materials, as depicted on *Exhibits E* and *F* attached hereto.

Section 702. Restriction on Transfer. There shall be no restriction on the sale, transfer, or leasing of all or any portion of the Project, including the leasing of individual residential units in the normal course of the Developer's operation of the Project as a multifamily rental apartment project; provided, however, that in the event the Developer conveys all or substantially all of its interest in the Project without a corresponding assignment of its rights and obligations under this Agreement pursuant to **Section 703** below, the RHID Term shall expire as provided in **Section 302(c)** hereof.

Section 703. Transfer of Rights and Obligations.

(a) Prior to Completion. Prior to the completion of construction of the Improvements, as evidenced by the issuance of a final certificate of occupancy for the Project and acceptance of the Park Improvements by the City, the rights, duties and obligations hereunder of the Developer may be assigned, in their entirety, to another entity, subject to the approval of the Governing Body, which approval shall not be unreasonably withheld, conditioned, or delayed. For any such assignment of Developer's interest hereunder prior to the completion of the Improvements, the proposed assignee shall have qualifications and financial resources, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer under this Agreement. The City shall notify the Developer within forty-five (45) days of receipt by the City of a written request to approve a proposed assignment under this Section of its approval or disapproval. All written requests for approval of a proposed assignment shall include a description of the qualifications and financial resources of the proposed assignee, and the form of a proposed assignment and assumption agreement. If the City elects to disapprove a requested assignment, it will include in its notice to the Developer the basis for the disapproval.

(b) Following Completion. Following completion of construction of the Improvements as described in **Section 703(a)** above, the rights, duties and obligations hereunder of the Developer may be assigned, in their entirety, to another entity upon thirty (30) days' prior written notice to the City but without the approval of the Governing Body.

(c) General Provisions. In the event of any assignment under **Section 703**:
(i) any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the applicable conditions and restrictions to which the

Developer is subject. The Developer agrees to record the assignment in the office of the Register of Deeds of the County in a timely manner following the execution of such agreement.

(d) Other Assignments. Notwithstanding anything herein to the contrary, the Developer may, upon prior written notice to the City but without Governing Body approval: (i) assign the entirety of this Agreement to an Affiliate, provided such entity assumes in writing all obligations of the Developer under this Agreement; or (ii) collaterally assign all or a portion of Developer's rights hereunder to a lender for financing purposes.

Section 704. Assumption of Obligations. The parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant, licensee, transferee, or subsequent owner of the Project shall be entitled to any rights whatsoever or claim upon the RHID Increment, except as specifically authorized in writing by the City and Developer and as provided in this Agreement.

Section 705. Change of Ownership. The Developer shall promptly provide written notice to the City of any change in the owners/members owning/comprising more than fifty percent (50%) of Developer.

Section 706. Operation and Maintenance. During the Term, the Developer shall operate and maintain the Project as a multifamily residential apartment project in a manner consistent with comparable multifamily residential apartment properties in the greater Kansas City metropolitan area. Such maintenance shall include, without limitation:

- (a)** maintaining all paved surfaces a level, smooth, and evenly-covered condition;
- (b)** removing papers, ice and snow, mud and sand, debris, filth, and refuse and sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c)** placing, keeping in repair, and replacing any necessary and appropriate directional signs, markers, and lines;
- (d)** operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
- (e)** maintaining all perimeter and exterior building walls, fences, retaining walls, and other site improvements in a good condition and state of repair; and
- (f)** maintaining, mowing, weeding, trimming, and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

ARTICLE VIII BREACH, DEFAULTS AND REMEDIES

Section 801. Breach. Any noncompliance by the Developer or the City with the provisions of this Agreement, including the time limits and the manner for the completion of the Project as herein stated, except for Permitted Delays, shall constitute a breach of this Agreement, and the breaching party shall be granted an opportunity to cure as provided in **Section 802** prior to such breach being deemed an “Event of Default” as defined in **Section 802**.

Section 802. Events of Default

(a) The following events shall constitute an “**Event of Default**” under this Agreement:

(i) Subject to the extensions of time set forth in **Section 805**, failure or delay by either party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in subsection (b) below;

(ii) Subject to the extensions of time set forth in **Section 805**, breach by either party of any of the representations or warranties set forth in this Agreement, after receiving written notice from the other party and failing to cure, as set forth in subsection (b) below;

(iii) Assignment or transfer of the Developer’s rights or title to this Agreement (or any portion thereof) in violation of the terms and conditions set forth in **Article VII**;

(iv) Filing by Developer of a voluntary petition under any bankruptcy law or filing of an involuntary petition under any bankruptcy law against Developer in a court having jurisdiction and said petition is not dismissed within thirty (30) days; assignment by Developer for the benefit of its creditors; appointment or retention of a custodian, trustee or receiver to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) days; or issuance of any execution or attachment against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subsection being deemed an “Event of Default” under the provisions of this Agreement);

(v) A failure by the Developer to meet any Project Milestones; or

(vi) A default by the Developer under any other agreement between the Developer and the City relating to the Project or the transactions contemplated by this Agreement.

(b) A party claiming a breach (claimant) shall give written notice of breach to the other party specifying the breach complained of. The claimant shall not institute proceedings against the other party, nor be entitled to damages, if the other party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct, or remedy such failure or

delay and shall complete such cure, correction, or remedy within thirty (30) days from the date of receipt of such notice or, if such cure, correction, or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction, or remedy is diligently and continuously prosecuted until completion thereof. In the event the breaching party refuses or is unable to cure, correct, or remedy such breach within the time limits stated in this subsection, then such failure shall be deemed an Event of Default, and the nonbreaching party shall be entitled to the remedies set forth in **Section 803**.

Section 803. Remedies on Event of Default.

(a) Whenever any Event of Default by Developer shall have occurred and be continuing, the City may take one or more of the following remedial steps:

(i) withhold or apply funds from the RHID Fund to such extent as is necessary to protect the City from loss and/or to ensure that such portions of the Project are constructed in a timely fashion and adequately maintained;

(ii) refuse to approve any further reimbursements for RHID Eligible Expenses and make any disbursements therefor until such Event of Default is cured by Developer;

(iii) pursue any remedy at law and in equity not otherwise limited by (i) through (iii), above; and/or

(iv) terminate this Agreement.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus, or other proceeding to enforce or preserve any rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the City resulting from such Developer default; however, Developer's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the Developer be liable for any remote, punitive, or consequential damages except to the extent resulting from willful misconduct, gross negligence, or bad faith.

(c) Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer shall have the right, but not the obligation to:

(i) terminate this Agreement; and/or

(ii) pursue any remedy at law or in equity.

(d) The Developer may pursue any available remedy at law or in equity by suit, action, mandamus, or other proceeding to enforce or preserve any rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the Developer resulting from such City default; however, City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote, punitive, or consequential damages except to the extent resulting from willful misconduct, gross negligence, or bad faith.

(e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party. No waiver made by either party shall apply to obligations beyond those expressly waived, and nothing in this Agreement shall be construed as a waiver by the City of any defenses contained in the Kansas Tort Claims Act (K.S.A. § 75-6101 *et seq.*). Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this **Section 803** shall not operate as a waiver of such rights or limit them in any way.

Notwithstanding any termination of this Agreement by the Developer as permitted herein, the Developer shall continue to be liable for all City Expenses, to the extent such City Expenses are incurred through the date of termination of this Agreement and are not fully paid by RHID Increment within six (6) months following the date of termination.

(f) Notwithstanding the foregoing, if the Developer reasonably believes that it will fail to meet a Project Milestone set forth on **Exhibit D**, the Developer will give notice to the City summarizing the expected delay and the cause of the expected delay (the “**Delay Notice**”).

(i) Within 60 days following delivery of a Delay Notice to the City, the Developer will appear before the Governing Body to discuss the Delay Notice and Project Milestones.

(ii) If the Developer fails to meet the Project Milestones set forth on **Exhibit D**, the Governing Body may reduce the RHID Cap by ten percent (10%). Notwithstanding the foregoing, if Developer fails to meet a Project Milestone and such failure continues for 6 months after the date set forth on **Exhibit D**, the City may pursue any remedy available pursuant to this Section without the necessity of the applicable notice and cure periods.

Section 804. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made to:

The 120 Society LLC
111 Oak Street
Bonner Springs, KS 66012
Attention: Mr. Chad Schimke

as its agent to receive service of process or other legal summons for purposes of any such action or proceeding.

Section 805. Permitted Delays. Notwithstanding anything in this Agreement to the contrary, any Permitted Delays by a party performing its respective obligations hereunder shall not render such party in default or breach hereof (or give rise to any other party's exercise of rights or remedies hereunder, including, without limitation, the City's termination of this Agreement) and shall result in automatic good faith extensions of any starting or completion dates affected thereby, provided such delayed party continues to exercise good faith and due diligence in attempting to resolve the cause of any such delay and to continue to perform hereunder.

ARTICLE IX GENERAL PROVISIONS

Section 901. Time of the Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and acknowledges that the successful performance of this Agreement requires its continued cooperation. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 902. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the parties to this Agreement or their successors in interest.

Section 903. Immunity of Officers, Employees and Members. No personal recourse shall be had for the payment of the cost of the Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future owner, officer, manager, member, employee or agent of a party to the Agreement, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future owner, officer, manager, member, employee or agent of a party to this Agreement shall be personally liable to the City, the Developer or any successor in interest, for any default or breach by the City, Developer or any successor in interest.

Section 904. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction for purposes strictly related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall carry proper identification, and shall not in any manner impair, hinder or interfere with the construction activity; provided, however, nothing herein is intended to limit or restrict rights the City has to inspect or otherwise have access to the Project in the performance of its governmental role.

Section 905. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 906. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 907. Governing Law and Venue. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Wyandotte County, Kansas or the U.S. District Court for the District of Kansas in Kansas City, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles. In the event litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted, to the extent permitted by law.

Section 908. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the City:

City of Bonner Springs, Kansas
City Hall
200 East Third Street
Bonner Springs, Kansas 66012
Attention: City Manager

With a copy to:

Mr. Tyler Ellsworth
Kutak Rock LLP
Two Pershing Square
2300 Main Street, Suite 800
Kansas City, Missouri 64108

To the Developer:

The 120 Society LLC
111 Oak Street
Bonner Springs, KS 66012
Attention: Mr. Chad Schimke

With a copy to:

Mr. Brandon Kane
Kane Law Office
1100 Main Street, Suite 2820
Kansas City, Missouri 64105

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, national recognized overnight courier (*e.g.*, FedEx), or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 909. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 910. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 911. Recordation of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in mutually acceptable form for recording in the real property records of Wyandotte County, Kansas.

Section 912. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld; provided, however, that notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights, powers, and discretion of the City, including the Governing Body of the City, to act in its capacity as a public body; and provided, further, that nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

Section 913. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations with respect to **Section 503(a)**, **Section 903**, and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 914. Incorporation by Reference. The *Annex of Definitions* and each of the *Exhibits* attached hereto are incorporated herein by this reference and are a part of this Agreement to the same extent as if fully set forth herein.

Section 915. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws.

Section 916. No Resolution regarding Adverse Effect. This Agreement shall be of no force or effect in the event that the Ordinance of the Governing Body of the City adopting the RHID Plan and establishing the RHID is declared null and void as the result of a determination pursuant to K.S.A. 12-5246(c)(1) or (c)(3).

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF BONNER SPRINGS, KANSAS
a Kansas municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this _____, 2024, before me, a Notary Public in and for said State, came Thomas A. Stephens, Mayor of the City of Bonner Springs, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Christina Brake, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the attached instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public in and for said State

My Commission Expires: _____

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of The 120 Society LLC, a Kansas limited liability company, and that said instrument was signed on behalf of said company, and said _____ acknowledged said instrument to be the free act and deed of said company.

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

[SEAL]

Notary Public in and for said State

My Commission Expires: _____

ANNEX OF DEFINITIONS

“**Affiliate**” means a principal of the Developer or an entity of which at least fifty percent (50%) is owned or controlled by one or more principals of the Developer.

“**Agreement**” means this Agreement, as may be amended in accordance with the terms hereof.

“**Applicable Laws and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of, or agreement with, or by, any governmental authorities having jurisdiction over all or any portion of the Project, together with all requirements of any insurers insuring all or any portion of the Project or acts or operations pertaining to, or occurring on or about, the Project. Applicable Laws and Requirements shall include, without limitation, the State statutes referenced in **Section 505** of this Agreement, the Kansas Cash Basis Law (K.S.A. 10-1100 *et seq.*) and the Budget Law (K.S.A. 75-2935 *et seq.*).

“**Certification of Expenditures**” means a certification of expenditures for RHID Eligible Expenses as described in **Section 401** of this Agreement and in substantially the form of **Exhibit G** attached hereto.

“**City**” means the City of Bonner Springs, Kansas.

“**City Administrative Fee**” means an amount equal to one percent (1%) of the RHID Increment, which fee is in addition to payment by the Developer of the City Expenses, and which fee shall be payable in each calendar year of the RHID Term that RHID Increment is collected.

“**City Expenses**” means the reasonable outside expenses actually incurred by the City (with commercially reasonable supporting documentation) in connection with the proceedings creating the RHID, approving the RHID Plan, and negotiating, implementing, and administering this Agreement, including, but not limited to, financial, legal, accounting, or engineering consultants, and appraisal fees, if any.

“**Commerce**” means the Kansas Department of Commerce.

“**Condition Failure Notice**” has the meaning set forth in **Section 401(e)** of this Agreement.

“**County**” means Wyandotte County, Kansas.

“**County Appraiser**” means the County Appraiser of the County.

“**Delay Notice**” has the meaning set forth in **Section 803(f)** of this Agreement.

“**Developer**” means The 120 Society LLC, a Kansas limited liability company, and its lawful successors and assigns.

“**Development Plan**” or “**RHID Plan**” means that plan for development of the RHID approved by the Governing Body of the City pursuant to the RHID Act and Ordinance No. [____], passed on July 8, 2024, in the form of ***Exhibit C*** attached hereto.

“**Disbursement Dates**” means, collectively, the dates for disbursement of RHID Increment as provided in **Section 401(a)**.

“**Effective Date**” means the effective date of this Agreement as reflected on the first page hereof.

“**Event of Default**” means an event of default as defined in **Section 802** of this Agreement.

“**Improvements**” mean, collectively, the Park Improvements and the Project.

“**Indemnified Persons**” shall have the meaning set forth in **Section 503(a)** of this Agreement.

“**IRB Act**” means K.S.A. 12-1740 *et seq.*, as amended and supplemented from time to time.

“**IRB Project**” means the portion of the Project comprised of materials, fixtures, furnishings, and equipment financed with the IRBs.

“**IRBs**” means the taxable industrial revenue bonds of the City issued pursuant to the IRB Act.

“**MIH Developer Agreement**” means that certain agreement by and between the City and the Developer dated as of the Effective Date, as may be amended from time to time, in connection with the disbursement of MIH Grant Funds to the Developer and the administration of related program requirements.

“**MIH Grant Funds**” means the Moderate Income Housing-American Rescue Plan Act funds in the amount of \$1,700,000.

“**MIH Grant Agreement**” means that certain agreement by and between the City and the Kansas Housing Resources Corporation dated [____], 202[____], as may be amended from time to time, in connection with the disbursement of the MIH Grant Funds to the City and the administration of related program requirements.

“**Park Improvements**” mean the improvements to Kelly Murphy Park in the City, including four (4) solar bollards, plantings and landscaping, and six (6) public parking signs as described and depicted on ***Exhibit F*** attached hereto, and which improvements specifically exclude: (i) any wayfinding signage directing drivers or pedestrians to the Project and (ii) the cost of installing a sidewalk from Kelly Murphy Park southeast along Elm Street.

“**Parking Contribution**” shall have the meaning set forth in **Section 203** of this Agreement.

“Permitted Delays” means any delay by a party performing its respective obligations hereunder, as a result of a condition or event outside the reasonable control and through no fault of the party so delayed, excluding conditions or events relating to the economic resources of such party or of other parties, it being the intent of this Agreement to construe the term “Permitted Delays” to mean events such as natural disasters, fires, strikes, epidemics, acts of war, acts of terrorism, failure of suppliers or subcontractors to perform in accordance with contractual obligations, unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay); pandemics, or similar acts beyond the control of the parties (this does not include failure of a party to obtain necessary financing, a business decision to delay or withdraw resources to a project, or similar acts related to monetary circumstances).

“Project” means the 93-unit, four-story multifamily rental apartment project, together with associated site and infrastructure improvements, described in the Recitals to this Agreement.

“Project Milestones” mean, collectively, the dates set forth on *Exhibit D* attached hereto.

“Public Parking Lot” shall have the meaning set forth in **Section 203** of this Agreement.

“Public Parking Spaces” shall have the meaning set forth in **Section 203** of this Agreement.

“RHID” means The 120 on Oak Apartments Reinvestment Housing Incentive District containing within its boundaries the real property legally described on *Exhibit A* attached hereto.

“RHID Act” means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

“RHID Cap” means reimbursement from RHID Increment in an amount not exceeding the amount set forth in **Section 302** of this Agreement.

“RHID Eligible Expenses” means actual expenses related to the RHID Project, including City Expenses related thereto, to the extent such expenses are permitted pursuant to the RHID Act and provided such expenses (except for the City Administrative Fee and City Expenses) reflect the Developer’s actual costs to construct the Project. RHID Eligible Expenses shall expressly exclude soft costs such as, without limitation, developer fees, loan origination fees, contractor fees and overhead, legal expenses, insurance, operating costs, marketing costs, travel costs, brokers’ commissions, or the value of any work self-performed by Developer. Pursuant to K.S.A. 12-5249(a)(12)(A) and the findings in Ordinance No. [____], passed by the Governing Body of the City on July 8, 2024, that the RHID is comprised of an existing lot and that the infrastructure, including streets, sewer, water, and utilities, was in existence at such existing lot for at least ten (10) years prior to establishment of the RHID, it is acknowledged and agreed that RHID Eligible Expenses shall include the vertical costs of constructing the building and multifamily units comprising the Project. RHID Eligible Expenses shall also include the costs for site preparation, including site work and landscaping.

“RHID Fund” means the Oak Street Reinvestment Housing Incentive District Fund created pursuant to **Section 302(a)** hereof.

“RHID Increment” means real property taxes produced from that portion of the current assessed valuation of real property within the RHID in excess of an amount equal to the total assessed value of such real property on the effective date of the designation of the RHID, less such real property taxes attributable to mill levies which, pursuant to State law, cannot be used to finance improvements under the RHID Act.

“RHID Project” means the design and construction of the Project as provided in the RHID Plan and this Agreement.

“RHID Term” shall mean the term of the RHID as set forth in **Section 302(c)** hereof.

“Special Counsel” means Kutak Rock LLP, Kansas City, Missouri, or such other firm of attorneys selected by the City with expertise in reinvestment housing incentive district financing in the State.

“State” means the State of Kansas.

“Term” means the Term of this Agreement which shall be twenty (20) years from the Effective Date unless terminated sooner pursuant to the provisions of **Article VIII** hereof.

[remainder of page left blank intentionally]

EXHIBITS

Exhibit A	Legal Description of the RHID
Exhibit B	Map of the RHID
Exhibit C	RHID Development Plan
Exhibit D	Project Milestones
Exhibit E	Project Plans and Exterior Renderings
Exhibit F	Park Improvements
Exhibit G	Form of Certification of Expenditures

EXHIBIT A
LEGAL DESCRIPTION OF THE RHID

Tract I:

The Southeast 40 feet of Lot 3, all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; the Southeast 40 feet of Lot 21; and alley rights of way adjacent to above said lots, LESS the following described tract: Beginning at the South-Southeast corner of Lot 7; thence Northwesterly along the Southwest line of Lot 7, 50.0 feet; thence East-Northeast to a point on the Southwest line of Lot 16, which point is 25.0 feet Northwest of the South-Southeast corner of Lot 16; thence Northwesterly 75.0 feet; thence Northeasterly 50.0 feet to the Northeast line of Lot 17; thence South-Southeast, along the Northeast line of Lot 17, 100.0 feet; thence South-Southwest along the Southeast line of Block 6, 275.0 feet to the Point of Beginning. All of the above described land is in Block 6 in the OLD TOWN OF TIBLOW, Bonner Springs, Wyandotte County, Kansas.

Tract II:

Commencing at a point on the Southwesterly line of Lot 16, Block 6, OLD TOWN OF TIBLOW, which is 30 feet Northwesterly from the Southeasterly corner of said Lot 16 as originally platted; thence Northwesterly 70 feet; thence Northeasterly 45.00 feet to a point 5 feet Southwesterly from the original lot line of Lot 17 of said block and subdivision, which point is also 5 feet Southwesterly from the Southwesterly line of Oak Street; thence Southeasterly along a line parallel with and 5 feet Southwesterly from the Southwesterly line of Oak Street 75 feet more or less to a point 5 feet Northwesterly from the line of the right of way acquired by the State Highway Commission of Kansas (or the City of Bonner Springs, Kansas) for the widening of K-7 Highway (Front Street); thence Southwesterly to the Point of Beginning.

Tax parcel ID number R29215.

EXHIBIT B **MAP OF THE RHID**



B-1

EXHIBIT C
RHID DEVELOPMENT PLAN

[see following pages]

EXHIBIT D

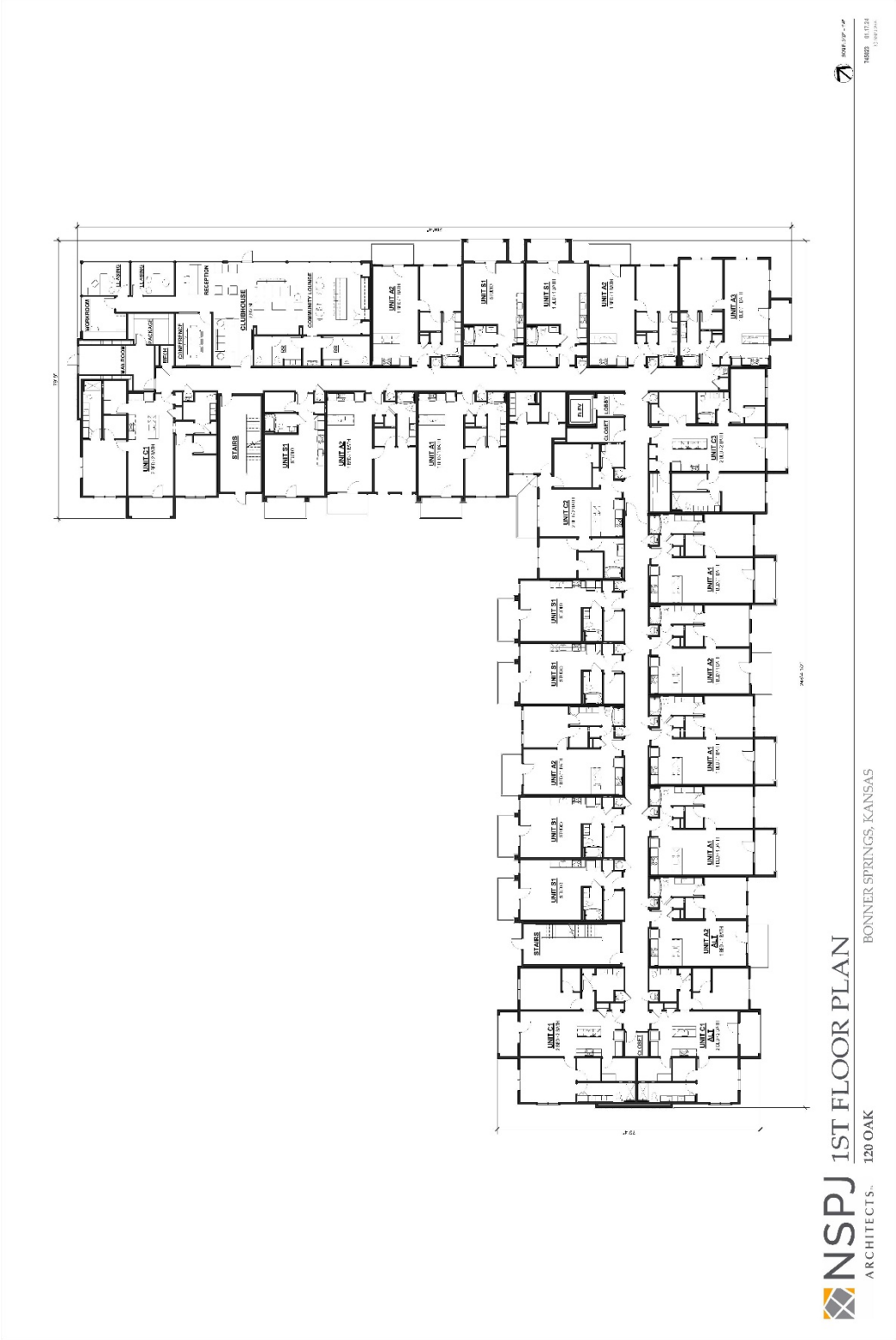
PROJECT MILESTONES

Construction and installation of the Project and Park Improvements shall be commenced and completed by the dates set forth below (collectively, the “**Project Milestones**”). Commencement of construction shall be evidenced by the issuance of a building permit by the City. Completion of construction for the Project shall be evidenced by the issuance of a final certificate of occupancy by the City, and completion of construction for the Park Improvements shall be evidenced by the acceptance thereof by the City.

	Commencement	Completion
Project	November 1, 2024	October 31, 2026
Park Improvements	November 1, 2024	October 31, 2026

EXHIBIT E

PROJECT PLANS AND EXTERIOR RENDERINGS



E-1



NSP | 2ND-4TH FLOOR PLANS



NSPJ ARCHITECTS. STREET PERSPECTIVE AT FRONT & OAK ST.

120 OAK

BONNER SPRINGS, KANSAS

NSPJ ARCHITECTS
14400 E. 151ST AVE
BONNER SPRINGS, KS 66011



NSPJ ARCHITECTS. STREET PERSPECTIVE AT OAK ST.
120 OAK BONNER SPRINGS, KANSAS

PHOTO: NSPJ ARCHITECTS
© 2024 NSPJ ARCHITECTS

EXHIBIT F

PARK IMPROVEMENTS

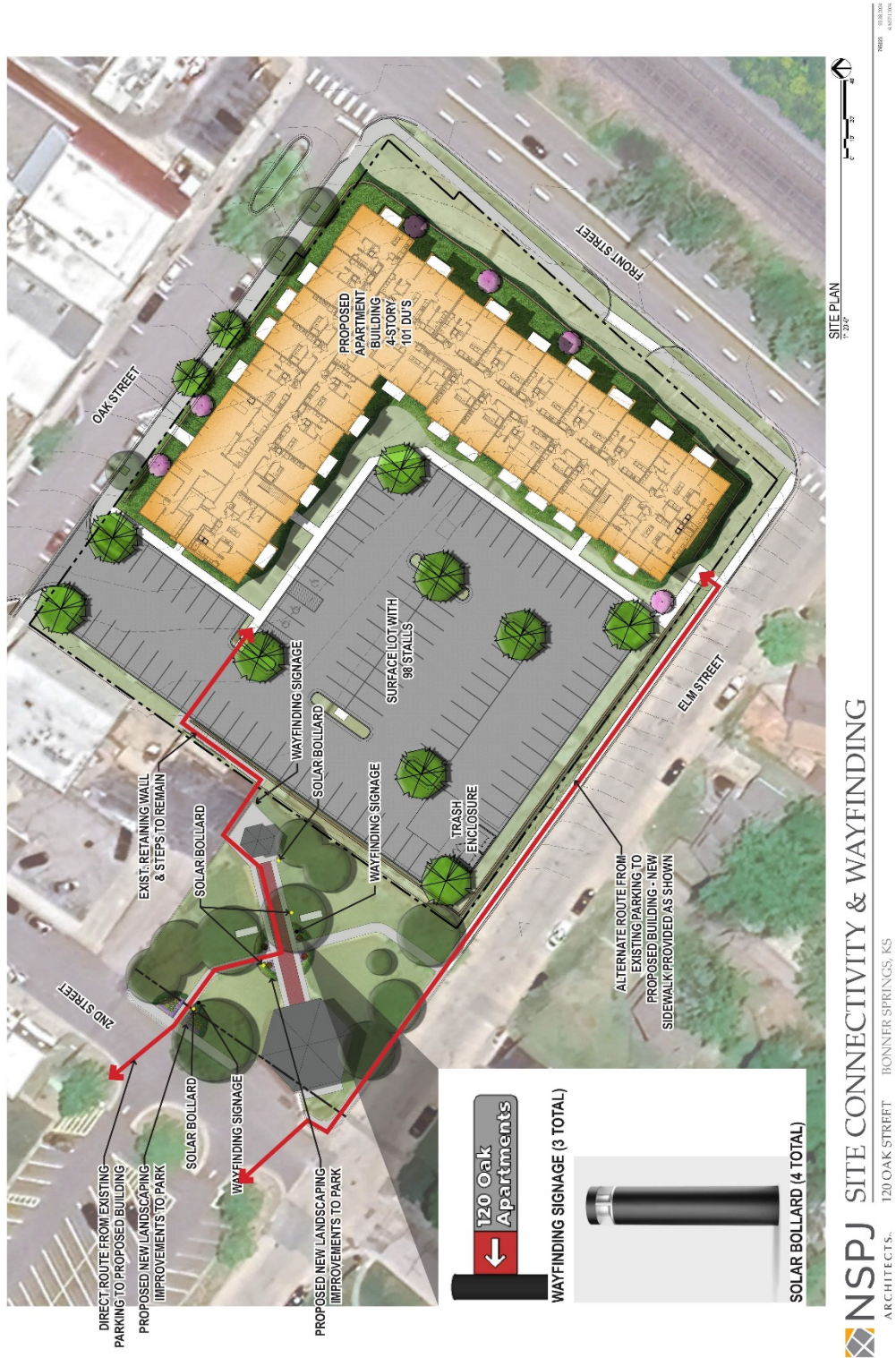






EXHIBIT G

FORM OF CERTIFICATION OF EXPENDITURES

Date: _____

Certificate # _____

Governing Body of the
City of Bonner Springs, Kansas

In accordance with the Development Agreement for Oak Street RHID, dated as of July 8, 2024 (as may be amended from time to time, the "Agreement"), by and between the City of Bonner Springs, Kansas (the "City"), and The 120 Society LLC, a Kansas limited liability company (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. To the best of my knowledge, all amounts are RHID Eligible Expenses (as defined in the Agreement) that are reimbursable to the Developer pursuant to the Agreement and the RHID Act (as defined in the Agreement).

2. All amounts have been advanced by the Developer for eligible expenses requested in this Certification and represent the fair value of work, materials, or expenses.

3. No part of such amounts has been the basis for any previous request for reimbursement under the Agreement.

The Developer further certifies that the Developer is in compliance with all further terms of the Agreement.

The total amount of reimbursement requested by this Certification is \$ _____ which amount is itemized on **Exhibit 1** attached hereto and which **Exhibit 1** includes _____ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: _____

Name: _____

Title: _____

Date: _____
Certificate # _____

\$ _____ Amount of eligible expenses requested by this
Certification # _____

\$ _____ Amount of eligible expenses for this
Certification # _____ Disapproved

\$ _____ Amount of eligible expenses for this
Certification # _____ Approved

CITY OF BONNER SPRINGS, KANSAS

By: _____

Name: _____

Title: _____

EXHIBIT 1 TO
CERTIFICATION OF EXPENDITURES
(OAK STREET RHID)
PAGE ____ OF ____

Date: _____
Certificate # _____

Description of Expense (attach additional supporting documentation)	Amount of Expense
	\$__
	\$__
	\$__
	\$__
Total Expenses	\$__
	_____ Initials of Developer

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Megan Gilliland

Subject: Developer Agreement for MIH-ARPA Grant for The 120 on Oak Apartments

Recommendation: Staff and Bond Counsel recommend approval.

Action: Motion to approve a Developer Agreement for a MIH-ARPA Grant for The 120 on Oak Apartments project as presented.

Background: The City was awarded \$1.7 million in a MIH-ARPA grant from the Kansas Housing Resources Corporation in 2023 for use with the 120 on Oak apartments project. This developer agreement sets disbursement details and compliance regulations required by the KHRC for use of these funds.

Discussion: The city staff and developer work together to complete the administration of the MIH-ARPA grant. This agreement outlines those rules and requirements.

Financial Impact: The City is a "pass-through" for this grant because state statute requires a city/government entity receive these funds. The city will collect and disburse the funds with no administration fee.

DEVELOPER AGREEMENT FOR MIH-ARPA GRANT

THIS DEVELOPER AGREEMENT FOR MIH-ARPA GRANT (this “**Agreement**”), is made and entered into as of July 8, 2024 (the “**Effective Date**”), by and between the **CITY OF BONNER SPRINGS, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”), and **THE 120 SOCIETY LLC**, a Kansas limited liability company (the “**Developer**,” and together with the City, the “**Parties**”).

RECITALS

WHEREAS, the City submitted an application (the “**Application**”) at the request of, and for the benefit of, the Developer under that certain Moderate Income Housing-American Rescue Plan Act Request for Proposals administered by the Kansas Housing Resources Corporation (“**KHRC**”) to fund a portion of the cost to develop and construct approximately one hundred (100) multifamily residential rental units (the “**Project**”), with fifty (50) of such units designated as moderate income rental units;

WHEREAS, KHRC approved the City’s Application on behalf of the Developer and awarded the City a total of \$1,700,000 in grant funding (the “**Funds**”) to be provided to the Developer for the cost of certain Eligible Activities (as set forth in the Application and reflected on ***Exhibit A*** to this Agreement) relating to the Project;

WHEREAS, pursuant to approval by the Governing Body of the City on November 13, 2023, the City executed and delivered that certain Moderate Income Housing-American Rescue Plan Act Program Grant Agreement (No. 23-0214-ARPA) (the “**Grant Agreement**”) dated as of _____, 2023, with KHRC for the purpose of administering the Funds; and

WHEREAS, the City and the Developer desire to enter this Agreement to set forth their respective rights and obligations relative to the Funds and the Grant Agreement;

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

Section 1. Incorporation of Recitals. The Parties acknowledge and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 2. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Grant Agreement.

Section 3. Term; Commencement. The term of this Agreement shall commence as of the Effective Date and shall automatically expire on the later of (a) any reporting period required by KHRC in connection with the Funds or (b) termination or expiration of the Grant Agreement.

Section 4. Grant Funds. Pursuant to the Grant Agreement, the maximum amount of Funds that the Developer may receive from the City under this Agreement shall not exceed \$1,700,000. Developer acknowledges and agrees that the Funds may only be used to pay for Eligible Activities. Developer further acknowledges and agrees that the City has no obligation to fund or contribute money to the Project except for the Funds, as and when such Funds are received by the City, pursuant to the terms of this Agreement.

Section 5. Disbursement to Developer. Developer shall submit to the City a Request for Disbursement form (as such term is used in Section 5 of the Grant Agreement) setting forth the amount of Funds being requested to reimburse Developer's costs for Eligible Activities, together with supporting documentation, including (i) invoices, paid bills, canceled checks, contractor's pay applications, or other evidence of payment reasonably requested by the City and (ii) documentation explaining the basis of the costs incurred, the dates that such costs were incurred, and the current status of the Project.

The City shall have thirty (30) days after receipt of any Request for Disbursement from Developer to review and respond in writing to Developer. Upon review and approval of the Developer's Request for Disbursement, the City shall submit such request to KHRC pursuant to the Grant Agreement. Upon review and approval by KHRC, and disbursement of Funds from KHRC to the City, City shall timely disburse such Funds to Developer. If the City does not approve any Request for Disbursement, the City shall notify Developer in writing within the thirty (30) day period referenced above. If KHRC does not approve any Request for Disbursement, Developer agrees that it shall be Developer's sole obligation to address or remedy any reason stated by KHRC for the failure to approve the Request, and Developer further agrees that City shall have no obligation to address or remedy the same; provided, however, that the City shall work in good faith with Developer to communicate with KHRC regarding any such remedy and shall take any related administrative steps that the City, in its reasonable discretion, deems necessary.

Notwithstanding anything herein to the contrary, and subject to Section 9 below, City shall have no obligation to disburse Funds under this Agreement if, at the time of such disbursement, Developer is: (i) not in compliance with the terms of this Agreement; (ii) not in compliance with the terms of any other agreement between the City and the Developer; or (iii) not current on property taxes or any other fees, charges, or assessments payable to the City, Wyandotte County, or the State of Kansas with respect to the Project.

Section 6. Reporting and Administration. The Parties shall cooperate in administering the Grant Agreement; provided, however, that as between the City and the Developer, the Developer shall have primary responsibility for administering all program requirements, including reporting and monitoring requirements and other obligations set forth in the Grant Agreement necessary for the receipt of Funds. The Parties acknowledge and agree that City has entered the Grant Agreement at the request of, and for the benefit of, Developer and that the City cannot perform the Grant Agreement without information and direction from the Developer. Notwithstanding the foregoing, Developer shall not be deemed an agent or representative of the City in connection with the Grant Agreement and shall not take any action on behalf of the City in connection with the Grant Agreement without the City's express written direction to do so.

Section 7. Indemnification. The Developer agrees to indemnify and hold harmless the City and its officers, directors, officials, employees, and agents from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges, or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Agreement or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with the Project, the Application, the Funds, or any violation by the Developer of any of its covenants hereunder or under any other documents executed by the Developer in connection with the Project, the Application, or the Funds; provided, however, that this indemnity shall be effective only with respect to any loss incurred by any indemnified party not due to willful misconduct or bad faith on the part of such indemnified party.

Section 8. Fees and Expenses. The Developer shall promptly pay, within thirty (30) days following receipt of an invoice therefor, all the reasonable out-of-pocket fees and expenses incurred by the City in connection with the negotiation, performance, and administration of this Agreement and the Grant Agreement.

Section 9. Noncompliance by Developer; Termination. In the event of Developer's noncompliance with the terms of this Agreement, the Grant Agreement, the Application, or any other reasonable requirements of the City in connection therewith, or the Developer's noncompliance with the terms of any other agreement between the City and the Developer, the City shall be permitted to seek recapture of the Funds, withhold disbursement of additional Funds, and/or terminate this Agreement. In addition to those remedies, the Developer agrees that the City shall be entitled to exercise any and all remedies permitted by law to enforce Developer's compliance with the terms herein, including seeking specific performance by the Developer of its obligations under this Agreement. Developer acknowledges and agrees that Developer's noncompliance under this Agreement may result in the City's loss of eligibility for future funds administered by KHRC.

The City may terminate this Agreement for cause by providing written notice to the Developer. Cause shall include, but not be limited to, the following:

- a) The Developer fails to fulfill any obligation or representation made under this Agreement;
- b) The Developer fails to comply with any applicable federal requirements, or any applicable state or local law, regulation, ordinance or requirement related to the Funds;
- c) The Developer improperly uses any Funds;
- d) The dissolution or insolvency of the Developer;
- e) The suspension or termination of MIH-ARPA funds; or
- f) Termination of the Grant Agreement.

Prior to exercising any remedies under this Agreement, City shall provide written notice of noncompliance to Developer, and Developer shall have forty-five (45) days to cure such noncompliance; provided, however, that City may withhold disbursement of additional Funds as described in this Section and in Section 7 following written notice of such noncompliance to Developer but prior to the expiration of the forty-five (45) day cure period.

In the event of termination, the City is not obligated to render payment for any costs incurred or services provided by the Developer after the date of termination. The Developer's obligations for reporting, compliance, record retention, and audit provided under this Agreement shall survive termination.

Section 10. Noncompliance by City. In the event of City's noncompliance with the terms of this Agreement, Developer shall be entitled to exercise any and all remedies permitted by law to enforce City's compliance with the terms herein.

Section 11. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of the Grant Agreement, the Grant Agreement shall control.

Section 12. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 13. Governing Law and Venue. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Wyandotte County, Kansas or the U.S. District Court for the District of Kansas in Kansas City, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles. In the event litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the court's judgment, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted, to the extent permitted by law.

Section 14. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 16. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations with respect to Section 7, and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 17. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF BONNER SPRINGS, KANSAS

a Kansas municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this _____, 2024, before me, a Notary Public in and for said State, came Thomas A. Stephens, Mayor of the City of Bonner Springs, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Christina Brake, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the attached instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public in and for said State

My Commission Expires:

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

THE 120 SOCIETY LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____, 2024, before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of The 120 Society LLC, a Kansas limited liability company, and that said instrument was signed on behalf of said company, and said _____ acknowledged said instrument to be the free act and deed of said company.

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

[SEAL]

Notary Public in and for said State

My Commission Expires: _____

EXHIBIT A
Eligible Activities

[to be inserted]

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Megan Gilliland

Subject: Resolution of Intent to Issue Industrial Revenue Bonds for Sales Tax Exemption for the 120 on Oak Apartments

Recommendation: Staff and bond counsel recommend approval.

Action: Make a motion to approve a Resolution of Intent to Issue Industrial Revenue Bonds for Sales Tax Exemption for the 120 on Oak Apartments as presented.

Background: The developer for the 120 on Oak apartment project has requested that the City issue its taxable industrial revenue bonds in the maximum principal amount of \$10,000,000 for the purpose of financing a portion of the costs of acquiring, constructing, and equipping a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the “Project”), generally located west of Oak Street and West Front Street within the City, all pursuant to the K.S.A. 12-1740 to 12-1749d, inclusive, as amended.

Discussion: The 120 on Oak development team has requested use of the City's ability to issue taxable industrial revenue bonds in the amount of \$10 million. Notwithstanding this Resolution of Intent of the City to issue the Bonds, the issuance of the Bonds is expressly subject to presentation, completion and final approval by the Governing Body of the City of each of the following conditions:

1. Satisfactory negotiation and approval of a base lease, lease agreement, trust indenture, bond ordinance and other documents necessary for the issuance of the Bonds;
2. Obtaining of all necessary zoning and building permits and compliance with all necessary regulatory approvals and with City ordinances;
3. Successful private placement of the Bonds or other purchase method approved by the City;
4. Approval of the Bonds by Bond Counsel, Kutak Rock LLP (“Bond Counsel”), and approval of certain legal matters pertaining to the Bonds by counsel to the Company;
5. Adequate security for the payment of the Bonds; and
6. Payment of all City fees and expenses in connection with the issuance of the Bonds as set forth in that certain Development Agreement for Oak Street RHID by and between the City and the Developer.

Financial Impact: The sale of the Bonds shall be the responsibility of the Company. Subject to the provisions of Section 4 of this Resolution, the Company is authorized to proceed with the construction of the Project and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse the Company for such expenditures out of the proceeds of the Bonds, when and if issued. Notwithstanding such authorization, the Company proceeds at its own risk, and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason.

RESOLUTION NO. 2024-__

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF BONNER SPRINGS, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000 TO PAY A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, AND EQUIPPING A MULTIFAMILY PROJECT WITHIN THE CITY (THE 120 ON OAK APARTMENTS).

WHEREAS, the City of Bonner Springs, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas (the “State”);

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations;

WHEREAS, The 120 Society LLC, a Kansas limited liability company (the “Company”), has requested that the City issue its taxable industrial revenue bonds in the maximum principal amount of \$10,000,000 (the “Bonds”) for the purpose of financing a portion of the costs of acquiring, constructing, and equipping a multifamily project comprised of approximately 93 units, including land, buildings, improvements, and equipment (the “Project”), generally located west of Oak Street and West Front Street within the City, all pursuant to the Act; and

WHEREAS, subject to the provisions of Section 4 of this Resolution, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City issue its Bonds under the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

Section 1. Approval of Project. Subject to the provisions of Section 4 of this Resolution, the Governing Body of the City finds and determines that the acquisition, construction, equipping, and furnishing of the Project will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of physical and mental health, industrial, commercial, agricultural, natural resources or recreation development of the City and the issuance of the City’s Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. Subject to the provisions of Section 4 of this Resolution, the Governing Body of the City determines and declares the intent of the City to acquire, construct, equip and furnish a portion of the Project using the proceeds of the Bonds all in accordance with the Act.

Section 3. Provision for the Bonds. Subject to the provisions of Section 4 of this Resolution, the City will: (i) issue its Bonds to pay a portion of the costs of acquiring, constructing, equipping and furnishing the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

Section 4. Conditions to Issuance. Notwithstanding this Resolution of Intent of the City to issue the Bonds, the issuance of the Bonds is expressly subject to presentation, completion and final approval by the Governing Body of the City of each of the following conditions:

- (a) Satisfactory negotiation and approval of a base lease, lease agreement, trust indenture, bond ordinance and other documents necessary for the issuance of the Bonds;
- (b) Obtaining of all necessary zoning and building permits and compliance with all necessary regulatory approvals and with City ordinances;
- (c) Successful private placement of the Bonds or other purchase method approved by the City;
- (d) Approval of the Bonds by Bond Counsel, Kutak Rock LLP (“Bond Counsel”), and approval of certain legal matters pertaining to the Bonds by counsel to the Company;
- (e) Adequate security for the payment of the Bonds; and
- (f) Payment of all City fees and expenses in connection with the issuance of the Bonds as set forth in that certain Development Agreement for Oak Street RHID by and between the City and the Developer.

The City hereby reserves the right to rescind this Resolution of Intent if the conditions specified in this Section 4 are not, in the sole reasonable judgment of the City, satisfied, or upon change of federal or state law or regulations materially and adversely affecting the City’s issuing authority.

If the Bonds are not issued for any reason, including noncompliance with the conditions of this Section 4, the City shall not be subject to any liability, whatsoever, to the Company.

Section 5. Sale of the Bonds/Authority to Proceed. The sale of the Bonds shall be the responsibility of the Company. Subject to the provisions of Section 4 of this Resolution, the Company is authorized to proceed with the construction of the Project and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse the Company for such expenditures out of the proceeds of the Bonds, when and if issued. Notwithstanding such authorization, the Company proceeds at its own risk, and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason.

Section 6. Further Action. Subject to the provisions of Section 4 of this Resolution, the Mayor, the City Clerk and other officers, employees and agents of the City, including Bond Counsel, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Governing Body of the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder. Such officers and agents are authorized and directed to execute and file (a) with the Kansas Board of Tax Appeals, when and if the Bonds are issued, an informational statement relating to the Bonds as required by State law, and (b) with the Kansas Department of Revenue, once the Company has engaged a general contractor and submitted an application for a building permit for the Project, an application for an exemption from sales tax for materials purchased for the Project with the Bond proceeds.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City and shall remain in effect until October 31, 2026.

[remainder of page left blank intentionally]

ADOPTED by the City Council of the City of Bonner Springs, Kansas, on July 8, 2024.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

By _____
Thomas A. Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Billy Naff

Subject: Memorandum of Understanding with Wyandotte Behavioral Health Network for 988 Services

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the City Manager to initiate an MOU with Wyandotte Behavioral Health Network for 988 Services within the City of Bonner Springs.

Background: Wyandot Behavioral Health Network (Wyandot BHN) is a Certified Community Behavioral Health Clinic in Kansas that provides comprehensive behavioral health services to Wyandotte County, which includes answering the 988 Suicide and Crisis Lifeline and the local 24/7 crisis line. Wyandot BHN intends to serve as the primary 988 call center for Bonner Springs, KS. The crisis services provide callers with 24-hour crisis/suicide prevention, and community information and referrals.

Discussion: The MOU would allow KCKPD Dispatch on behalf of BSPD to refer inbound calls meeting certain criteria to the 988 call specialists, so citizens would be immediately connected with needed services and practitioners. Calls not meeting certain criteria would be handled as they would normally through 911 services.

Financial Impact:

Memorandum of Understanding
Between
Wyandot Behavioral Health Network

And
Bonner Springs, Kansas Police Department

Wyandot Behavioral Health Network (Wyandot BHN) is a Certified Community Behavioral Health Clinic in Kansas that provides comprehensive behavioral health services to Wyandotte County that includes answering the 988 Suicide and Crisis Lifeline and the local 24/7 crisis line. Wyandot BHN intends to serve as the primary 988 call center for Bonner Springs, KS. The crisis services provide callers with 24-hour crisis/suicide prevention, and community information and referrals.

Purpose:

This MOU describes and documents the working relationship between Wyandot BHN and the Bonner Springs Police Department (BSPD) to enhance the delivery of Information and Referral, Crisis Intervention, and Suicide Prevention services to Bonner Springs, Kansas residents and assist with non-emergency calls to 911. Callers are defined as those calling from within the Bonner Springs, Kansas Police Department's jurisdiction.

Wyandot BHN and other local nonprofits, community organizations, and government agencies share a common mission of serving their communities. They seek to improve access to community behavioral health services and help to improve the overall health of the residents of Bonner Springs, Kansas. With that mission in mind, Wyandot BHN is proud to partner with BSPD to provide the community with appropriate information and referral, crisis intervention, and suicide prevention services and limit non-emergency calls to 911.

Each party to this MOU is a separate and independent organization and nothing herein shall be constructed to create a joint venture or legal partnership. Each organization shall retain its own identity in providing services.

Responsibilities of Wyandot BHN under this MOU:

- Wyandot BHN crisis counselors will accept calls referred by 911 operators from callers seeking non-emergent help with suicidal thoughts, emotional crises or other behavioral health crises.
- Wyandot BHN crisis counselors will instruct callers needing emergency services, such as fire, law enforcement, or medical services, to dial 911 and/or assist with a warm transfer to 911.
- Wyandot BHN crisis counselors will attempt to collect appropriate information from callers unable to or unwilling to dial 911 and transmit that information to the appropriate 911 dispatch when the caller gives permission to do so.
- Wyandot BHN crisis counselors will, when a caller is determined to be at imminent risk for suicide/suicide in progress or a danger to others, collect as much information as possible on the circumstances and notify the appropriate 911 dispatch. This will include information on suicide plans, potential weapons, and other known dangers to responding

emergency personnel. The Wyandot BHN crisis counselor will remain on the line with the caller as long as possible. The crisis counselor will share in these circumstances any caller ID information, address/location, or any other identifying information the caller has shared.

- Imminent risk is defined as when a caller reports that they are in the middle of an active suicide attempt and/or actively hurting another person or when the caller has identified an active suicide/homicidal plan with immediate intent and means to carry out the act and refuses to engage in developing a safety plan.

Responsibilities of the BSPD and KCKPD Emergency Dispatch under this MOU:

- BSPD authorizes KCKPD 911 operators to follow the below steps when receiving 911 calls from the Bonner Springs jurisdiction:
 - KCKPD 911 Operators will, at their discretion, refer or transfer callers in emotional crisis to Wyandot BHN. When possible, 911 Operators will inform crisis counselors that they have transferred a call and let the crisis counselor know whether they intend to monitor the call.
 - KCKPD 911 Operators will use the identifying information provided by the crisis center for situations involving imminent risk of harm/harm in progress and assist with the location and dispatch of emergency services to these callers 24 hours per day when requested by Wyandot BHN.
 - KCKPD 911 Operators will enter the appropriate call for service for public safety agencies when Wyandot BHN staff identifies an emergency or if it is believed that there is an imminent threat to a person or property. If the location of the caller or the emergency is unknown, KCKPD 911 Operators will request a line trace or phone ping from telephone providers depending on the type of connection. KCKPD 911 Operators will start a public safety response or communicate back to Wyandot BHN if the caller is not in Wyandotte County.

Wyandot BHN and BSPD agree to the following:

Component I: Confidentiality

- Caller confidentiality is to be maintained by Wyandot BHN staff at all times, except when the caller gives the crisis counselor explicit verbal permission to share specific information to an agreed-upon entity for purposes of advocacy/referral or in cases where the crisis counselor learns of imminent danger to a person or persons, or in cases where the crisis counselor learns of abuse or neglect of a minor, disabled adult, or elder.
- Every person contacting 988 has the right to receive services without divulging their identity. Services provided to a caller should in no way be affected by their choice to maintain anonymity. However, certain demographic and other information is requested and recorded for purposes of maintaining confidential client records and aggregated call reports.
- Wyandot BHN and BSPD will comply with all applicable federal, state, and local confidentiality laws.
- Wyandot BHN will provide BSPD with an aggregated data report of contacts referred to KCKPD on a quarterly basis.

- Wyandot BHN crisis counselors will consult with a supervisor prior to breaching a caller's confidentiality, except with suicide-in-progress calls, violence-in-progress calls, or calls where the person has become unconscious.

Component II: Community Collaboration

- Wyandot BHN and BSPD will communicate, at least annually, to evaluate mutual processes and practices and make changes to this MOU as needed.

Component III: Caller Contacts

- BSPD authorized KCKPD 911 Operators to the following steps as appropriate for 911 callers within the BSPD jurisdiction:
 - KCKPD may direct callers requesting non-emergency-related information and referral services to Wyandot BHN through referral, call transfer, or call conferencing processes.
 - KCKPD may direct callers in crisis or those individuals wanting to speak with a crisis counselor and not have EMS respond to their location to Wyandot BHN through referral or call transfer or call conferencing process.
 - KCKPD may call conference Wyandot BHN for callers in crisis who have EMS responding to their current location.
 - Wyandot BHN crisis counselors will consult with a supervisor/lead, who will always be immediately available, prior to calling KCKPD for callers who require emergency services due to imminent risk of suicide or violence. The exception would be if the caller is in the middle of an active suicide attempt or actively hurting another person. In those instances, 911 will be called immediately and staffed with a supervisor/lead afterward.
 - Wyandot BHN can provide a presentation and/or training to 911 staff, as requested by BSPD.

Component IV: Termination

This MOU shall take effect upon the date signed by both parties and will auto-renew annually. Should either Wyandot BHN or BSPD decide to termination of this MOU they shall send written notice of intent to the other party 30 days prior to termination, which shall conclude all activity detailed in this agreement. Each party shall remove references to this agreement from their website and other similar documents.

Randy Callstrom, CEO
Wyandot Behavioral Health Network

Date

Sean Pederson
City Manager, Bonner Springs, KS

Date

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Billy Naff

Subject: School Resource Officer Agreement with USD 204

Recommendation: Chief Naff recommends approval of this agreement

Action: Make a motion to authorize the City Manager to execute a contract agreement with USD 204 for the School Resource Officer program

Background: Historically, the City of Bonner Springs has partnered with USD 204 to provide a School Resource Officer service at the Bonner Springs High School and Middle School. The School Resource Officer within the school district is a highly beneficial and supportive role for the district and the Bonner Springs Police Department. Aside from operational benefits, the collaborative relationship enhances community engagement and interaction with the youth of our community.

Discussion: The attached agreement will continue the relationship between the City and USD 204 to offer the School Resource Officer within USD 204 Middle and High School. Aside from operational benefits, the collaborative relationship is unparalleled when it comes to community engagement and interaction with the youth of our community.

Financial Impact: Based on the agreement, the district will pay 75% of the annual salary and benefits of the Police Officer assigned to the District. The District also agrees to pay 75% of any increases in pay and benefits to the officer for the term of the agreement. The District is further responsible for all overtime requested by them or other expenses that relate to or result from police-related activities. The District is also responsible for paying one-half of the cost for any conferences, meetings, etc.

**Interlocal Agreement
City of Bonner Springs & Unified School District No. 204
School Resource Officer**

THIS AGREEMENT made **this** 3rd day of June, 2024, by and between the City of Bonner Springs hereinafter called the "City", located at 200 E. 3rd Street, Bonner Springs, Kansas, and the Bonner Springs / Edwardsville Unified School District No. 204, located at 2200 South 138th Street, P. O. Box 435, Bonner Springs, Kansas, hereinafter called the "District".

WHEREAS, the parties have jointly determined that it is in the best interests of the District and the City to have a full-time police officer, hereinafter called the School Resource Officer (SRO), on duty at the District's schools, buildings and facilities, during the school year,

NOW, THEREFORE, in consideration of the mutual terms, covenants, agreements and conditions contained herein, it is agreed by and between the City of Bonner Springs and USD 204 School District as follows:

1. **Purpose of Agreement.** The purpose of this agreement is for the City to assign one Police Officer to USD 204 to serve as the School Resource Officer (SRO) position to the District. The School Resource Officer will perform police functions to maintain a peaceful campus environment and will take the appropriate action for all on-campus or school-related criminal activity. Additionally, the SRO will work with school administrators to provide alcohol and other drug education training.
2. **Term.** The term of this agreement shall commence with the 2024 school term from August 2024 through May, 2025 and shall be automatically renewed for an additional 3 consecutive school years. When schools are not in session, the School Resource Officer shall perform regular duties at a duty station to be determined by the City.
3. **Termination.** This agreement may be terminated without cause by either party upon sixty (60) days written notice prior to end of the annual contract period.
4. **Relationship of Parties.** The Police Officer assigned to the District shall be considered the employee of the City and shall be subject to control and supervision through the City Chain of Command. The assigned Police Officer will be subject to current policies, regulations, policies and procedures in effect for the City and the Bonner Springs Police Department, to include attendance at all mandated training and testing to maintain state peace officer certification. This agreement is not intended to and will not constitute, create, give rise to or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly set forth in this agreement.

5. **Cost.** The District agrees to pay seventy five percent (75%) of the annual salary and benefits of the Police Officer assigned to the District to the City for the term of this agreement for the services of the assigned Police Officer. The District also agrees to pay 75% of any increases (Cost of Living Adjustment, Merit increase, etc.) in pay and benefits to the officer for the term of the agreement. The District will be responsible for all overtime requested by them or other expenses that relate to or result from police-related activities, such as criminal investigations and responses to gang fights, assaults and arson. The District shall pay one half of the cost for any conferences, meetings, etc. the Officer must attend pursuant to his position and duties as SRO. Payment from the District to the City is due upon receipt of an itemized invoice.

6. **Billing.** The City will bill the District monthly (September - August) for seventy-five percent (75%) of the officers salary and benefits paid by the City during the prior month. Payment is due within thirty (30) days of the invoice date.

7. **Officer's Responsibilities.**

A. Provide a program of educational leadership to address tobacco, alcohol, and other drug issues and to address violence diffusion, violence prevention and safety issues in the school community.

B. Act as a communication liaison with law enforcement agencies to provide basic information for students on campuses served by the officer.

C. Present programs to parents on issues related to tobacco, alcohol, other drugs and violence prevention and safety.

D. Provide informational in-services for staff on issues related to alcohol, drugs, the law, violence, gangs, safety and security.

E. The officer will gather information about potential problems, such as criminal activity, gang activity, student unrest and identify particular individuals who may be a disruptive influence to the school and/or students.

F. When a crime occurs, the officer will take the appropriate steps consistent with a Police Officer's duty.

G. The Officer will present educational programs to students and school staff on topics agreed upon by both parties.

H. The Officer will refer students and/or their families to the appropriate agencies for assistance when a need is determined.

I. The Officer will be visible before and after school and will provide a visible presence in the school halls during passing periods.

J. The Officer will attend at least 80% of school sporting events and other extra-curricular events/activities at the high school. The City and the District will equally share the overtime costs for his/her attendance.

K. The Officer will spend part of the workday at Bonner Springs High School and part at Clark Middle School, as determined by the District.

L. The Officer will maintain a good working relationship with staff and students.

Provided further that nothing required herein is intended to or will it constitute a relationship or duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement officers within the state.

8. **Time and Place of Performance.** The assigned School Resource Officer will be available for duty at the school(s) agreed upon with the District each day that school is in session during the regular school year. The assigned School Resource Officer may be absent from the school(s) as necessary for officer in-service training with the City. The number of days per week worked and/or the duty hours of the assigned School Resource Officer will generally be the same as teaching staff, but may be modified through mutual agreement. The Officer's activities will be restricted to their assigned school grounds except for:

A. Follow-up home visits when needed as a result of school-related student problems or criminal activity.

B. Incentive programs approved by the parties.

C. In response to off-campus but school-related criminal activity.

D. In response to emergency police activities, court appearances and other activities essential to the proper performance of their duties.

9. **District Responsibilities.** The District will provide the School Resource Officer an office space at Bonner Springs High School and at Clark Middle School. The office space at Bonner Springs High School shall be at the front entrance to the school. The District shall also provide such equipment as is necessary at his/her assigned school(s). This equipment shall include, but not be limited to, a telephone, Wi-Fi internet access and a secure filing space. The District shall provide input to the Police Department for the Officers annual evaluation.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement as of the date and year first written above.

Sean Pederson, City Manager

(SEAL)

Attest:

Christina Brake, City Clerk

Unified School District No. 204

President of the Board of Education

Attest:



Clerk of the Board

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Mark Lee

Subject: BSZO-01-24 - Unified Development Ordinance amendment - Accessory Building Limitations

Recommendation: Staff and the Planning Commission, by 5-0 unanimous vote, recommend approval.

Action: Make a motion to adopt an ordinance approving the amendments to the Unified Development Ordinance regarding size limitations placed on residential accessory structures.

Background: A staff report provided to the Planning Commission is attached. Additionally, the Planning Commission meeting minutes from the June 25th meeting are attached.

Discussion: Staff and Commissioners discussed this item at length during a work session held in May. These regulations are an exact copy of what was previously included within the Zoning Ordinances prior to adoption of the UDO. The Planning Commission, at their June 25th meeting, recommended approval by a 5-0 unanimous vote.

Financial Impact:

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 4
BSZO-01-24

Topic: PUBLIC HEARING – BSZO-01-24 - Unified Development Ordinance Amendment - Consider revisions to the Unified Development Ordinance regarding size limitations placed on residential accessory structures. These proposed regulations mirror ones previously included within the Zoning Regulations place but were inadvertently removed from the UDO.

Narrative: In January of 2022 the Planning Commission recommended for adoption regulations that restricted the size of accessory buildings, those regulations were adopted in February of that same year by the Governing Body.

They were revised in March of 2023 to adjust sizes of buildings in agriculturally zoned districts. With the adoption of the Unified Development Ordinance, they were replaced with a ‘maximum lot coverage’ in working through a few accessory building permits, staff determined these regulations would again allow for large accessory structures.

Staff is presenting these regulations for consideration. The nomenclature has been changed to match the updated Unified Development Ordinance.

Staff has made the appropriate changes that were derived from the work session held on May 21, 2024. The dimensional standards tables have been modified for each appropriate district, a note regarding the “maximum size” has been placed within the section that discusses Accessory Buildings 2.06.B.2, this note refers to the footprint of the building and not total square footage.

Presented by: Mark Lee – Community Development Director

Staff Recommendation: Staff recommends the Planning Commissions approve the regulations as written.

Attachments:

Pages from the UDO addressing ‘Dimensional Standards’ and defining ‘maximum size’ (8pgs)

4. Official Zoning District Equivalency Table

Table 2.1. Zoning District Equivalency Table identifies zoning districts adopted in previous ordinances and the zoning district regulations that now apply to those districts.

Table 2.1. Zoning District Equivalency Table

Previous Zoning District	Equivalent Zoning District Established by these regulations
	Loring Service Area Districts
“AG” Agricultural District	LA, Loring Agricultural District
“R” Rural Residential District	LR, Loring Residential District
	Standard Residential Districts
“A-1” Agricultural District	RR, Rural Residential District
“R-S” Suburban Residential District	ER, Estate Residential District
“R-1” Single-Family Residential District	GR, General Residential District
“R-2” Duplex Residential District	
	Standard Commercial Districts
“C-1” Central Business District	CC, Central Commercial District
“C-2” General Business District	LC, Local Commercial District
	GC, General Commercial District
“C-S” Highway Service District	HC, Highway Commercial District
“I-1” Light Industrial District	LI, Light Industrial District
“I-2” Heavy Industrial District	HI, Heavy Industrial District
	Special Districts and Overlays
“R-1A” Residential Special District	MR, Mixed-Residential District
“R-3” Multi-Family Residential District	
“MX” Mixed Use District	MC, Mixed-Use Commercial District
“P” Planned District	PD, Planned Development District
“M-P” Manufactured Home Park District	
“M-H” Manufactured Home Subdivision District	

B. Loring Service Area Districts

1. LA, Loring Agricultural District

a. Description

The **LA, Loring Agricultural District** provides for agricultural and related uses, and serves to preserve agricultural resources on land which is not ready for Development may be located.

b. Applicability

Use of the **LA, Loring Agricultural District** is restricted to the Loring Service Area identified within **Section 1.01.D.2** above.

c. Dimensional Standards

Dimensional Standards		
General Lot Standards		
Minimum Lot Area	20 acres	
Minimum Lot Width	660 feet	
Minimum Lot Depth	1,980 feet	
Maximum Lot Coverage	15%	
Building Setback	Primary Structure	Accessory Structure
Minimum Front Setback	50 feet	50 feet
Minimum Interior Side Setback	30 feet	30 feet
Minimum Rear Setback	50 feet	Structures < 5,000 SF: 15 feet Structures ≥ 5,000 SF: 25 feet
Building Standard	Primary Structure	Accessory Structure
Maximum Building Height	Greater of 2.5 stories or 35 feet	Height of the Primary Structure
Maximum Building Size	N/A	- No size restriction other than stated below - All accessory structures in excess of 10,000 square feet shall require a Special Use Permit - In no instance shall an accessory structure occupy more than 30% of the "required yard" on a lot

In no instance shall an accessory structure be larger than the primary structure

In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot

d. Development Standards

- (1) See **Section 3.04 Subdivision Standards** for Lot and Block design criteria.
- (2) See **Section 4.02 Parking, Circulation, and Loading**.
- (3) See **Section 4.03 Landscaping and Buffering**.
- (4) See **Section 4.04 Tree Preservation**.
- (5) See **Section 4.05 Fences and Screening Walls**.
- (6) See **Section 4.06 Signs**.
- (7) See **Section 4.07 Parks, Trails, and Open Space**.
- (8) See **Section 4.08 Architectural and Site Design**.
- (9) See **Section 4.09 Outdoor Lighting**.
- (10) See **Section 4.10 Stormwater and Floodplain Controls**.

2. LR, Loring Residential District

a. Description

The **LR, Loring Residential District** provides for low-density residential Development and supporting uses.

b. Applicability

Use of the **LR, Loring Residential District** is restricted to the Loring Service Area identified within **Section 1.01.D.2** above.

c. Dimensional Standards

Dimensional Standards		
General Lot Standards		
Minimum Lot Area	5 acres	
Minimum Lot Width	330 feet	
Minimum Lot Depth	990 feet	
Maximum Lot Coverage	15%	
Building Setback	Primary Structure	Accessory Structure
Minimum Front Setback	50 feet	50 feet
Minimum Interior Side Setback	10 feet	10 feet
Minimum Rear Setback	30 feet	10 feet
Building Standard	Primary Structure	Accessory Structure
Maximum Building Height	Greater of 2.5 stories or 35 feet	Height of the Primary Structure
Maximum Building Size	N/A	- 5 acres = 5,000 square feet of accessory structure(s), - On parcels in excess of 5 acres structures are limited to an additional 500 square feet per full acre. - 10-acre parcels or larger are limited to 7,500 square feet - All accessory structures in excess of 7,500 square feet must obtain a Special Use Permit

In no instance shall an accessory structure be larger than the primary structure

In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot

d. Development Standards

- (1) See **Section 3.04 Subdivision Standards** for Lot and Block design criteria.
- (2) See **Section 4.02 Parking, Circulation, and Loading**.
- (3) See **Section 4.03 Landscaping and Buffering**.
- (4) See **Section 4.04 Tree Preservation**.
- (5) See **Section 4.05 Fences and Screening Walls**.
- (6) See **Section 4.06 Signs**.
- (7) See **Section 4.07 Parks, Trails, and Open Space**.
- (8) See **Section 4.08 Architectural and Site Design**.
- (9) See **Section 4.09 Outdoor Lighting**.
- (10) See **Section 4.10 Stormwater and Floodplain Controls**.

C. Standard Residential Districts

1. RR, Rural Residential District

a. Description

The **RR, Rural Residential District** provides for low-density residential Development and agricultural uses, including but not limited to ranchettes, large-lot residential Developments, barns, and other agricultural buildings.

b. Dimensional Standards

Dimensional Standards		
General Lot Standards		
Minimum Lot Area	3 acres	
Minimum Lot Width	210 feet	
Minimum Lot Depth	630 feet	
Maximum Lot Coverage	15%	
Building Setback	Primary Structure	Accessory Structure
Minimum Front Setback	50 feet	50 feet
Minimum Interior Side Setback	15 feet	10 feet
Minimum Rear Setback	40 feet	10 feet
Building Standard	Primary Structure	Accessory Structure
Maximum Building Height	Greater of 2.5 stories or 35 feet	Height of the Primary Structure
Maximum Building Size	N/A	Total of all accessory buildings shall not exceed the following 3 acres = 3,000sqft. plus, an additional 1,000sqft per full acre is allowed up to 5 acres. Parcels < 5 acres and > 10, 5,000sqft plus an additional 500sqft for each full acre over 5 10 – 15 acres 7,500sqft max 15 and over 10,000sqft

In no instance shall an accessory structure be larger than the primary structure

In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot

c. Development Standards

- (1) See **Section 3.04 Subdivision Standards** for Lot and Block design criteria.
- (2) See **Section 4.02 Parking, Circulation, and Loading.**
- (3) See **Section 4.03 Landscaping and Buffering.**
- (4) See **Section 4.04 Tree Preservation.**
- (5) See **Section 4.05 Fences and Screening Walls.**
- (6) See **Section 4.06 Signs.**
- (7) See **Section 4.07 Parks, Trails, and Open Space.**
- (8) See **Section 4.08 Architectural and Site Design.**
- (9) See **Section 4.09 Outdoor Lighting.**
- (10) See **Section 4.10 Stormwater and Floodplain Controls.**

2. ER, Estate Residential District

a. Description

The **ER, Estate Residential District** provides for low-density residential Development and supporting uses.

b. Dimensional Standards

Dimensional Standards		
General Lot Standards		
Minimum Lot Area	1 acre	
Minimum Lot Width	165 feet	
Minimum Lot Depth	495 feet	
Maximum Lot Coverage	25%	
Building Setback	Primary Structure	Accessory Structure
Minimum Front Setback	25 feet	Prohibited in front yard
Minimum Interior Side Setback	10 feet	5 feet
Minimum Rear Setback	25 feet	10 feet
Building Standard	Primary Structure	Accessory Structure
Maximum Building Height	Greater of 2.5 stories or 35 feet	Height of the Primary Structure
Maximum Building Size		1,000sqft – plus 250sqft for each full acre over one (1) acre and up to three (3) acres

In no instance shall an accessory structure be larger than the primary structure

In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot

c. Development Standards

- (1) See **Section 3.04 Subdivision Standards** for Lot and Block design criteria.
- (2) See **Section 4.02 Parking, Circulation, and Loading**.
- (3) See **Section 4.03 Landscaping and Buffering**.
- (4) See **Section 4.04 Tree Preservation**.
- (5) See **Section 4.05 Fences and Screening Walls**.
- (6) See **Section 4.06 Signs**.
- (7) See **Section 4.07 Parks, Trails, and Open Space**.
- (8) See **Section 4.08 Architectural and Site Design**.
- (9) See **Section 4.09 Outdoor Lighting**.
- (10) See **Section 4.10 Stormwater and Floodplain Controls**.

3. GR, General Residential District

a. Description

The **GR, General Residential District** provides for medium-density residential Development and supporting uses.

b. Dimensional Standards

Dimensional Standards		
General Lot Standards		
Minimum Lot Area	7,000 square feet	
Minimum Lot Width	60 feet	
Minimum Lot Depth	180 feet	
Maximum Lot Coverage	45%	
Building Setback	Primary Structure	Accessory Structure
Minimum Front Setback	25 feet	Prohibited in front yard
Minimum Interior Side Setback	Greater of 10% of the Lot Width or 7.5 feet*	5 feet
Minimum Rear Setback	25 feet	5 feet
Building Standard	Primary Structure	Accessory Structure
Maximum Building Height	Greater of 2.5 stories or 35 feet	Height of the Primary Structure
Maximum Building Size	N/A	250sqft for each 3000sqft of lot area Lots < 7000sqft = 500sqft Lots 13000sqft to 1 acre = 1000sqft Lots 1 acre to 3 acres = 1500sqft Lots 3 acres to five acres = 2000sqft Lots over 5 acres = 3000sqft

* See **Section 2.06.B.15** for Alterations to certain residential dwellings.

In no instance shall an accessory structure be larger than the primary structure

In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot

c. Development Standards

- (1) See **Section 3.04 Subdivision Standards** for Lot and Block design criteria.
- (2) See **Section 4.02 Parking, Circulation, and Loading**.
- (3) See **Section 4.03 Landscaping and Buffering**.
- (4) See **Section 4.04 Tree Preservation**.
- (5) See **Section 4.05 Fences and Screening Walls**.
- (6) See **Section 4.06 Signs**.
- (7) See **Section 4.07 Parks, Trails, and Open Space**.
- (8) See **Section 4.08 Architectural and Site Design**.
- (9) See **Section 4.09 Outdoor Lighting**.
- (10) See **Section 4.10 Stormwater and Floodplain Controls**.

E. Special Districts and Overlays

1. MR, Mixed-Residential District

a. Description

The **MR, Mixed-Residential District** provides for a mix of residential Development types within a Project but does not provide for the Development of supporting commercial uses.

b. Dimensional Standards

Dimensional Standards		
General Lot Standards		
Minimum Lot Area	5,000 square feet	
Minimum Lot Width	50 feet	
Minimum Lot Depth	100 feet	
Maximum Lot Coverage	75%	
Building Setback	Primary Structure	Accessory Structure
Minimum Front Setback	15 feet	Prohibited in front yard
Minimum Interior Side Setback	10 feet*	10 feet
Minimum Rear Setback	15 feet	5 feet
Building Standard	Primary Structure	Accessory Structure
Maximum Building Height	Greater of 3 stories or 45 feet	N/A
Maximum Building Size		250sqft for each 3000sqft of lot area Lots < 7000sqft = 500sqft Lots 13000sqft to 1 acre = 1000sqft Lots 1 acre to 3 acres = 1500sqft Lots 3 acres to five acres = 2000sqft

* See **Section 2.06.B.15** for Alterations to certain residential dwellings.

c. Development Standards

(1) General Development Standards

- (a) See **Section 3.04 Subdivision Standards** for Lot and Block design criteria.
- (b) See **Section 4.02 Parking, Circulation, and Loading**.
- (c) See **Section 4.03 Landscaping and Buffering**.
- (d) See **Section 4.04 Tree Preservation**.
- (e) See **Section 4.05 Fences and Screening Walls**.
- (f) See **Section 4.06 Signs**.
- (g) See **Section 4.07 Parks, Trails, and Open Space**.
- (h) See **Section 4.08 Architectural and Site Design**.
- (i) See **Section 4.09 Outdoor Lighting**.
- (j) See **Section 4.10 Stormwater and Floodplain Controls**.

(2) Required Housing Variety

No more than twenty-five (25) percent of gross land area within an MR, Mixed-Residential District area shall be Occupied by dwelling, multi-family land uses.

Section 2.06. Conditional Development Standards

A. Purpose

1. This **Section 2.06** establishes use-specific Development Standards required for the corresponding uses listed in the Table of Allowed Uses within **Section 2.05** above.
2. Compliance with the standards outlined in this **Section 2.06** shall be required in addition to the general Development Standards of **Chapter 4** below.

B. Conditional Development Standards

1. Accessory Dwelling Unit (ADU)

- a. No more than one (1) ADU is permitted per Lot.
- b. ADUs may be either Attached to or detached from the primary structure.
 - (1) If Attached, an ADU shall not exceed twenty five percent (25%) of the primary Dwelling area.
 - (2) If detached, an ADU shall comply with the accessory structure standards outlined for the applicable zoning district in accordance with **Section 2.04** above, and shall not exceed one thousand (1,000) square feet in area.
 - (3) Accessory structures used either wholly or partially as an ADU shall be of similar design to the primary Dwelling, including Roof design, color, and architectural style, as determined by the Community Development Director.
- c. ADUs that are Attached to the primary Dwelling shall be considered an extension of the primary structure, and shall be subject to the primary setback, Lot Coverage, and other dimensional requirements as the respective zoning district.
- d. ADUs that are detached from the primary Dwelling shall not be located closer than five (5) feet from another primary or accessory structure.
- e. ADUs shall be serviced with utilities, such as water, sanitary sewer, and electricity, using the same utility connections or meters as the primary Dwelling.

2. Accessory Structure

Accessory Structures shall not be located closer than five (5) feet from another primary or accessory structure.

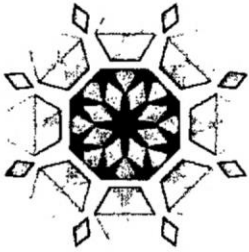
Accessory buildings shall not be erected on properties where no primary structure exists, except in Agricultural zoning districts for the storage of agricultural products or equipment or for shelter of livestock.

Accessory buildings which are erected on property where no primary structure exists shall not have sewer facilities within the accessory structure.

The maximum accessory building size shall mean the lower floor square footage and is not cumulative.

3. Construction Equipment Storage

- a. Construction Equipment Storage areas shall be permitted only in conjunction with an active and valid building permit for a Development.
- b. Construction Equipment Storage areas shall be surrounded by a temporary construction Fence of no less than six (6) feet in height.
 - (1) Access into the area shall be controlled with gates at all designated construction entrances.
 - (2) Temporary construction fencing may be chain-link, but shall not utilize barbed wire or electric fencing components.



City of Bonner Springs

KANSAS

Planning Commission Minutes - Regular Meeting - June 25, 2024

PLANNING COMMISSION MEETING- 7:00 PM*

CALL TO ORDER - ROLL CALL - Vincent Bombardier, Larry Clark and Jason Cruse, absent

CONSENT AGENDA-

Approval of minutes from the April 16, 2024, meeting - Lloyd Mesmer moved and Paul Zeps seconded to approve the minutes of the April 16, 2024, Planning Commission Meeting,

OLD BUSINESS - None

NEW BUSINESS -

Planning Sustainable Places presentation - Chris Sanders and Madi Quinke from The Lamar-Johnson Collaborative gave a presentation on the Bonner Springs Downtown Master plan featuring the Riverfront Park, Downtown and Front Street.

PUBLIC HEARING -- Zoning Ordinance Amendment -- BSZO-01-24 - Consider A request for an amendment to the Unified Development Ordinance of Bonner Springs -- An amendment regulating the size of accessory buildings within certain zoning districts. - Paul Zeps moved and Nick Perica seconded the motion to open the Public Hearing for the Zoning Ordinance Amendment- BSZO -01-24 amending the Unified Development Ordinance regulating the size of accessory buildings within certain zoning districts. With noted corrections. Paul Zeps mentioned changes to the less than greater than signs for the 5 acre and 10 acre parcels.

Zoning Ordinance Amendment --BSZO-01-24 - Unified Development Ordinance of Bonner Springs -- An amendment regulating the size of accessory buildings within certain zoning districts. - Paul Zeps moved, and Lloyd Mesmer seconded the motion to approve Zoning Ordinance Amendment • BSZO -01-24 amending the Unified Development Ordinance regulating the size of accessory buildings within certain zoning districts as corrected.

PUBLIC HEARING -- Zoning Ordinance Amendment --BSZO-02-24 -Consider A request for an amendment to the Unified Development Ordinance of Bonner Springs -- An amendment to the approve Table of Uses. - Paul Zeps moved and Nick Perica seconded the motion to open the Public Hearing for the Zoning Ordinance Amendment - BSZO -02-24 amending the Unified Development Ordinance of Bonner Springs - Amendments to the approved Table of Uses.

Zoning Ordinance Amendment BSZO-02-24 - Unified Development Ordinance of Bonner Springs -- An amendment to the approved Table of Uses. - Paul Zeps moved and Sherri Neff seconded the motion to approve the Zoning Ordinance Amendment - BSZO -02-24 amending the Unified Development Ordinance of Bonner Springs - Amendments to the approved Table of Uses.

OPEN AGENDA - None

COMMUNITY DEVELOPMENT DIRECTORS REPORT - Staff talked about:
Comprehensive Plan Future Land Use Map changes for the Mattel project
Compass 70 - Riverview and 110th
Block 80 - Sewer to area and getting funding
Quik Trip - storm water
120 Oak- still in talks
Old Dominion lots
Apartments at K-7 and I-70

ADJOURNMENT -8:15 PM

ORDINANCE NO. 2574

An Ordinance of the Governing Body Amending the Unified Development Ordinance of Bonner Springs' Dimensional Standards Tables for the following zoning districts – LA, LR, RR, ER, GR and MR to incorporate accessory building size limitations.

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

SECTION I: The Unified Development Ordinance, Dimensional Standards for the following zoning districts; LA, LR, RR, ER, GR and MR shall be amended by adding requirements within the Minimum Building Size for Accessory Structures. The Dimensional Standards shall read as follows:

LA, Loring Agricultural District –

- No one single accessory structure shall be greater in size than the primary structure.
- No size restriction other than stated below
- All accessory structures in excess of 10,000 square feet shall require a Special Use Permit
- In no instance shall an accessory structure occupy more than 30% of the "required yard" on a lot

LR, Loring Residential District -

- No one single accessory structure shall be greater in size than the primary structure.
- 5 acres = 5,000 square feet of accessory structure(s),
- On parcels in excess of 5 acres structures are limited to an additional 500 square feet per full acre.
- 10-acre parcels or larger are limited to 7,500 square feet
- All accessory structures in excess of 7,500 square feet must obtain a Special Use Permit
- In no instance shall an accessory structure occupy more than 30% of the "required yard" on a lot

RR, Rural Residential District -

- No one single accessory structure shall be greater in size than the primary structure.
- Total of all accessory buildings shall not exceed the following:
- 3 acres = 3,000sqft. plus, an additional 1,000sqft per full acre is allowed up to 5 acres.
- Parcels = 5 acres and < 10, 5,000sqft plus an additional 500sqft for each full acre over 5
- 10 – 15 acres 7,500sqft max
- 15 acres and over 10,000sqft
- In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot.

ER, Estate Residential District -

- No one single accessory structure shall be greater in size than the primary structure.
- 1,000sqft – plus 250sqft for each full acre over one (1) acre and up to three (3) acres
- In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot.

GR, General Residential District -

- No one single accessory structure shall be greater in size than the primary structure.
- 250sqft for each 3000sqft of lot area
- Lots < 7000sqft = 500sqft
- Lots 13000sqft to 1 acre = 1000sqft
- Lots 1 acre to 3 acres = 1500sqft
- Lots 3 acres to five acres = 2000sqft
- Lots over 5 acres = 3000sqft
- In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot.

MR, Mixed Residential District -

- No one single accessory structure shall be greater in size than the primary structure.
- 250sqft for each 3000sqft of lot area
- Lots < 7000sqft = 500sqft
- Lots 13000sqft to 1 acre = 1000sqft
- Lots 1 acre to 3 acres = 1500sqft

Lots 3 acres to five acres = 2000sqft

In no instance shall an accessory structure occupy more than 30% of the "required rear yard" on a lot.

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 8th day of July, 2024.

Thomas A. Stephens, Mayor

ATTEST:

Christina Brake, City Clerk
(SEAL)

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Mark Lee

Subject: BSZO-02-24 - Unified Development Ordinance Amendment - Table of Allowed Uses Amendments

Recommendation: Staff and the Planning Commission recommend approval.

Action: Make a motion to adopt an ordinance approving the amendments to the Unified Development Ordinance Table of Allowed Uses.

Background: A staff report is attached from the Planning Commission meeting. Additionally, the Planning Commission meeting minutes from the June 25th meeting are attached.

Discussion: Staff and Commissioners discussed this item at length during a work session held in May. Staff brought the item back at the June meeting for official action. The Planning Commission, at their June 25th meeting, recommended approval by a 5-0 unanimous vote.

Financial Impact:

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 5
BSZO-02-24

Topic: **PUBLIC HEARING – BSZO-02-24 – Unified Development Ordinance Amendment** - Consider revisions to the Table of Uses within the Unified Development Ordinance. Staff has proposed changes to uses within some districts.

Narrative: Working with the Use Table in the Unified Development Ordinance over the past few months, staff is brining forward recommended changes to the table. These changes include the new use of RV Parks, along with current uses being allowed in various zoning districts.

Attached is the revised Use Table. Uses that are highlighted in yellow are ones that changes are being proposed to. Some uses carry Conditional Standards, those are listed within the Unified Development Ordinance directly following the current use table – Section 2.06 (page 59).

When a use is listed as P-# or S-# the corresponding number equates to the Conditional Standard listed within this section.

Presented by: Mark Lee – Community Development Director

Staff Recommendation: Staff recommends approval of the Use Table as presented.

Attachments:

Revised Use Table (2pgs)

Conditional Development Standards (11pgs)

Table Legend		Official Zoning Districts													
P	Use is permitted in the district indicated	L.A. Loring Agricultural District	L.R. Loring Residential District	RR Rural Residential District	ER, Estate Residential District	GR, General Residential District	CC, Central Commercial District	LC, Local Commercial District	GC, General Commercial District	HC, Highway Commercial District	LI, Light Industrial District	HI, Heavy Industrial District	MR, Mixed-Use Residential District	MC, Mixed-Use Commercial District	Parking Space Requirements
	Use is prohibited in the district indicated														
S	Use is permitted in the district indicated following approval of a Special Use Permit														
#	Use is permitted (P-#) or permitted with a Special Use Permit (S-#), and must comply with conditional standards in the indicated end note														
Land Uses															
Accessory Land Uses															
Accessory Dwelling Unit (ADU)		P-1	P-1	P-1	P-1	P-1							P-1		1 dwelling (off-street)
Accessory Structure		P-2	P-2	P-2	P-2	P-2							P-2		None
Construction Equipment Storage		P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	None
Construction Field Office		P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	None
Drive-Through							P-5	P-5	P-5	P-5				P-5	None
Electrified Fencing		S	S	S	S	S					S	S			None
Fuel Pumps							S-6	S-6	S-6	S-6	P-6	P-6		P-6	None
Garage Sale		P-7	P-7	P-7	P-7	P-7							P-7		None
Home Occupation		P-8	P-8	P-8	P-8	P-8							P-8	P-8	None
Outdoor Storage or Display							S-9	S-9	S-9	S-9	S-9	S-9		S-9	None
Personal Energy Production		P-10	P-10	P-10	P-10	P-10	P-10	P-10	P-10	P-10	P-10	P-10	P-10	P-10	None
Sports Court or Field		S-11	S-11	S-11	S-11	S-11	S-11	S-11	S-11	S-11	S-11	S-11	S-11	S-11	None
Agricultural Land Uses															
Agricultural Practice		P	P	P	P										None
Plant Nursery		P	P	P	S						S	P			None
Stable, Commercial		P	P	P	S										None
Stable, Private		P	P	P	P-12										None
Residential Land Uses															
Assisted Living or Nursing Facility					S	S			P				S	S	2 + 1: 500 SF
Bed & Breakfast				S	S	S							S		2 + 1: unit
Boarding or Lodging House				S	S	S							S		1: unit
Dwelling, Manufactured Home		P-13	P-13	P-13											2: dwelling
Dwelling, Mobile Home															2: dwelling
Dwelling, Modular Home		S-14	S-14	S-14	S-14	S-14									2: dwelling
Dwelling, Multi-Family													P	P	1.5: unit
Dwelling, Single-Family Attached						P-15							P-15		2: dwelling
Dwelling, Single-Family Detached		P	P	P	P	P							P		2: dwelling
Dwelling, Single-Family Duplex						P							P		2: dwelling
Group Home				P	P	P		S					P		1.5: bed
Manufactured Home Park		S-16	S-16	S-16	S-16										2: dwelling
Rehabilitation Home				S	S										1: 400 SF
Civic, Institutional, and Special Land Uses															
Airport or Helistop		S	S	S								S			1: 200 SF
Cemetery		S	S	S	S	S							S		1: unit
Club, Private				S	S	S									1: 400 SF
Community Garden		P	P	P	P	P	P	P					P		1: 400 SF accessible area
Community Gathering, Private		S-17	S-17	S-17	S-17	S-17	S-17	S-17	S-17	S-17	S-17	S-17	S-17	S-17	1: 3 attendees
Community Gathering, Public		P	P	P	P	P	P	P	P	P	P	P	P	P	1: 3 anticipated attendees
Day Care Center				S-18	S-18	S-18		S-18					S-18	S-18	1: 250 SF
Day Care Residence			S-19	S-19	S-19	S-19							S-19		None
Farmer's Market		S-20				S-20	S-20	S-20					S-20	S-20	4: booth
Library							P	P	P	P	S			P	1: 300 SF
Medical Clinic							P	P	P	P				P	1: 400 SF
Medical Hospital				S					P	P	P	S		S	3 exam room
Museum							P	S	P	P				P	1: 400 SF
Parkland		P	P	P	P	P	P	P	P	P	P	P	P	P	None
Police or Fire Station		P	P	P	P	P	P	P	P	P	P	P	P	P	1: 400 SF
Prison or Correctional Facility		S	S	S											None
Public Use or Building		P	P	P	P	P	P	P	P	P	P	P	P	P	1: 400 SF
Recreational Vehicle Parks		S	S	S	S	S							S		1 per RV space (off-street)
Religious Institution or Practice		P	P	P	P	P	P	P	P	P	P	P	P	P	1: 4 seats in worship area
School, College or University		S	S	S					S	S			S	S	By parking study
School, High		P	P	P	P	P	P	P	P	P			P	P	8: classroom
School, Kindergarten through Intermediate		P	P	P	P	P	P	P	P	P			P	P	2: classroom
School, Trade		S	S	S				S	S	S	S	S	S	S	1: 3 seats
Commercial Uses															
Adult Entertainment										S					1: 300 SF
Alcohol Beverage Production, Microbrewery							P	P	P	P	P	P			1: 300 SF
Alcohol Beverage Production, Microdistillery							S	S	S	S	S	P			1: 300 SF
Alcohol Beverage Production, Winery		S		S			P	P	P	P	P	P			1: 300 SF
Alternative Financial Service								S-21	S-21						1: 300 SF

Table Legend		Official Zoning Districts													
P	Use is permitted in the district indicated	L.A. Loring Agricultural District	L.R. Loring Residential District	RR Rural Residential District	ER, Estate Residential District	GR, General Residential District	CC, Central Commercial District	LC, Local Commercial District	GC, General Commercial District	HC, Highway Commercial District	LI, Light Industrial District	HI, Heavy Industrial District	MR, Mixed-Use Residential District	MC, Mixed-Use Commercial District	Parking Space Requirements
	Use is prohibited in the district indicated														
S	Use is permitted in the district indicated following approval of a Special Use Permit														
#	Use is permitted (P-#) or permitted with a Special Use Permit (S-#), and must comply with conditional standards in the indicated end note														
Land Uses															
Bank or Financial Institution							P	P	P	P				P	1: 300 SF
Bar or Tavern							P	S	P	P				P	1: 100 SF
Commercial Amusement, Indoor		S					S	S	P	P	P			S-22	1: 500 SF
Commercial Amusement, Outdoor		S-22					P-22	S-22	P-22	P-22	S-22			S-22	1: 250 gfa + 1: 500 SF of site area
Event Venue		S		S	S	S	S	S	P	P			S	S	1: 200 SF + 1: seat
Food Truck Park							P-23	S-23	S-23	S-23	P-23			P-23	By parking study
Golf Course		S	S	S	S	S							S		5: course hole
Gym or Fitness Center							P	P	P	P				P	1: 400 SF
Hotel									S	S				S	1: room + 1: 400 SF common interior gfa
Kennel, Indoor		S	S	S				S	P	P				S	1: 300 SF
Kennel, Outdoor		S	S	S					S	S					1: 300 SF
Massage Therapy							S	S	P						1: 300 SF
Motel									S	S					1: room + 1: 400 SF common interior gfa
Movie Theater							P		P	P				P	1: 4 seats
Office, Professional							P	P	P	P				P	1: 400 SF
Personal Service							P	P	P						1: 300 SF
Restaurant, Drive- In							P	P	S	P				P	5 + stalls used to order
Retail, Local						S	P	P	P	P				P	1: 300 SF
Retail, Neighborhood							P	P	P	P				P	1: 300 SF
Retail, Pawn or Resale							S	S	S					S	1: 300 SF
Retail, Regional								S	P	P				P	1: 300 SF
Seasonal Sales				P-24			P-24	P-24	P-24					P-24	1: 400 SF of accessible area
Self-storage, Indoor									S	S	S	P			1: 400 SF of office
Self-storage, Outdoor											S	S			1: 400 SF of office
Shooting Range										S-25	S-25				1: 400 SF
Studio, Artisan							P	S	P						1: 400 SF
Studio, Performance							P	P	P					P	1: 300 SF
Vehicle Sales and Rental											S-26	S-26			1: 400 SF + 1: vehicle for sale/rent
Vehicle Washing Station, Full-Service									S	S	S	P		P	1: 400 SF of office and waiting area
Vehicle Washing Station, Self-Service								P	P	P	P	P		P	1: 400 SF of office and waiting area
Veterinarian				S			P	P	P	S				S	1: 400 SF
Wholesale									S	S					1: 400 SF
Industrial Land Uses															
Crematorium												S			1: 500 SF
Energy Production, Commercial		S	S	S											4
Energy Resource Extraction		S	S	S								S			4
General Appliance Repair							S	S	S		P	P		S	1: 400SF
Hazardous Material Storage or Handling												P			1: 1,000 SF
Heavy Machinery Storage and Sale				S					S	S		P			1: 400 SF
Manufacturing or Industrial Practices, Heavy											S	P			1: 1,000 SF
Manufacturing or Industrial Practices, Light									S		P	P			1: 1,000 SF
Salvage Operation or Junk Yard												S			1: 400 SF
Telecommunications Facility		S-27	S-27	S-27	S-27	S-27	S-27	S-27	S-27	S-27	S-27	S-27	S-27	S-27	None
Utility Distribution		S-28	S-28	S-28	S-28	S-28	S-28	S-28	S-28	S-28	S-28	S-28	S-28	S-28	None
Vehicle Repair, Major										S	S	P		S	1: bay + 1: 400 SF of office and waiting area
Vehicle Repair, Minor										P	P	P		P	1: bay + 1: 400 SF of office and waiting area
Vehicle Tow or Storage Lot												S-29			1: 400 SF of office
Warehouse and Distribution											S	S			1: 1,000 SF
Water or Wastewater Treatment Facility		S	S	S	S	S	S	S	S	S	S	S	S	S	1: employee at busiest anticipated shift

Section 2.06. Conditional Development Standards

A. Purpose

1. This **Section 2.06** establishes use-specific Development Standards required for the corresponding uses listed in the Table of Allowed Uses within **Section 2.05** above.
2. Compliance with the standards outlined in this **Section 2.06** shall be required in addition to the general Development Standards of **Chapter 4** below.

B. Conditional Development Standards

1. Accessory Dwelling Unit (ADU)

- a. No more than one (1) ADU is permitted per Lot.
- b. ADUs may be either Attached to or detached from the primary structure.
 - (1) If Attached, an ADU shall not exceed twenty five percent (25%) of the primary Dwelling area.
 - (2) If detached, an ADU shall comply with the accessory structure standards outlined for the applicable zoning district in accordance with **Section 2.04** above, and shall not exceed one thousand (1,000) square feet in area.
 - (3) Accessory structures used either wholly or partially as an ADU shall be of similar design to the primary Dwelling, including Roof design, color, and architectural style, as determined by the Community Development Director.
- c. ADUs that are Attached to the primary Dwelling shall be considered an extension of the primary structure, and shall be subject to the primary setback, Lot Coverage, and other dimensional requirements as the respective zoning district.
- d. ADUs that are detached from the primary Dwelling shall not be located closer than five (5) feet from another primary or accessory structure.
- e. ADUs shall be serviced with utilities, such as water, sanitary sewer, and electricity, using the same utility connections or meters as the primary Dwelling.

2. Accessory Structure

Accessory Structures shall not be located closer than five (5) feet from another primary or accessory structure.

3. Construction Equipment Storage

- a. Construction Equipment Storage areas shall be permitted only in conjunction with an active and valid building permit for a Development.
- b. Construction Equipment Storage areas shall be surrounded by a temporary construction Fence of no less than six (6) feet in height.
 - (1) Access into the area shall be controlled with gates at all designated construction entrances.
 - (2) Temporary construction fencing may be chain-link, but shall not utilize barbed wire or electric fencing components.
- c. Construction Equipment Storage areas shall be cleared, including all temporary construction fencing, prior to issuance of a Certificate of Occupancy.

4. Construction Field Office

- a. A Construction Field Office shall be permitted only in conjunction with an active and valid building permit for a Development.
- b. Construction Equipment Storage areas shall be cleared, including all temporary construction fencing, prior to issuance of a Certificate of Occupancy.

5. Drive-Through
See **Section 4.02.H** for stacking space and design requirements for Drive-Through uses.
6. Fuel Pump
 - a. Fuel Pumps shall be covered by a canopy structure open on all sides to allow for safe and sheltered pedestrian and vehicle movement.
 - b. Canopy structures shall be of similar design to the primary structure, including Roof design, color, and architectural style, as determined by the Community Development Director.
 - c. Fuel Pumps shall be protected using bollards or similar vehicle stopping measures installed on both sides of the fuel pump apparatus.
 - d. Each fueling position may count as one (1) Parking Space for the primary use as required by the Table of Allowed Uses.
 - e. See **Section 4.02.H** for stacking space requirements for Fuel Pumps.
7. Garage Sale
Garage sales may be held on non-commercial properties provided that no more than three (3) garage sales are held per calendar year and that each garage sale does not exceed three (3) consecutive days.
8. Home Occupation
 - a. A Home Occupation Permit shall be issued prior to the operation of a Home Occupation in accordance with the Table of Allowed Uses.
 - b. No more than one (1) Home Occupation permit is permitted per Dwelling.
 - c. Home Occupations shall be solely operated and staffed by the owner(s) or occupant(s) of a Dwelling.
 - d. Home Occupations shall be located wholly within an Enclosed structure, and shall not exceed twenty five (25%) percent of the primary Dwelling's gross area.
For the purposes of calculating the area of a Home Occupation, all areas regularly used during the execution of the subject occupation, including any storage areas of products or goods, shall be counted.
 - e. Home Occupations shall not alter the exterior appearance of the Dwelling, including the addition of any signage, lighting, or outdoor display or storage.
 - f. Home Occupations shall not generate parking, noise, sewage, or water use in excess of what is typical of a Dwelling within the surrounding area.
 - g. No vehicle in excess of one (1) ton may park On-Site or in proximity to a premises used for the associated Home Occupation.
9. Outdoor Storage or Display
 - a. Outdoor Storage or Display areas shall not be located within a Parking Space or Landscaped Area unless associated with Seasonal Sales, in which case Parking Spaces in excess of the required parking minimum may be occupied for the duration of the sales permit described in **Section 2.06.B.24** below.
 - b. Outdoor Storage or Display areas shall be located on paved areas along the primary structure's Façades unless minimum spacing requirements are otherwise specified by the adopted Fire Code.

- c. The storage or display of any unfinished product, meaning a product that is not in its final state intended for sale, shall be screened from public view using a vantage point six (6) feet in height from Grade.
 - (1) Public view shall be considered the visibility of Outdoor Storage or Display areas from a public Right-of-Way or other public space, including but not limited to a dedicated or reserved park, plaza, mutual Access Easement, or other area intended for public gathering or use.
 - (2) Screening mechanisms shall meet the general requirements listed in **Section 4.05.C.**

10. Personal Energy Production

a. Solar Panels

- (1) Solar panels may be Attached to a primary or accessory structure, or ground-installed independent from a structure.
- (2) Installation of solar panels shall require a building permit, and must be found to meet the proper wind and structural requirements of the adopted Building Code.
- (3) Attached solar panels shall not exceed the maximum height permitted for the structure they are Attached to and shall match the slope of the Roof or Façade they are Attached to.
- (4) Ground-installed solar panels shall count toward the maximum permitted Lot Coverage for the respective zoning district.

b. Wind Turbines

- (1) Wind turbines may be Attached to a primary or accessory structure, or ground-installed independent from a structure.
- (2) Installation of wind turbines shall require a building permit, and must be found to meet the proper wind and structural requirements of the adopted Building Code.
- (3) Attached wind turbines shall not exceed the maximum height permitted for the structure they are Attached to.
- (4) Ground-installed wind turbines shall be located within the rear yard, and shall be set back from all property lines no less than the height of the tallest portion of the apparatus measured from Grade.
- (5) A minimum vertical distance of 12 feet shall be provided from Grade to the lowest limitation of any spinning blade or apparatus.
 - (a) All moving components of a wind turbine shall be equipped with a self-monitoring braking, governing, or feathering system so as to prevent uncontrolled rotation.
 - (b) Moving components shall not emit noise in excess of what is typical of the surrounding area.

11. Sports Court or Field

- a. A Sports Court or Field shall require site analysis to determine the appropriate Orientation, screening, and lighting standards to prevent adverse impacts on adjacent properties.
- b. Applications for a Sports Court or Field shall include a lighting plan in accordance with **Section 4.09.A.4,**

- c. Due to their unique regulations, applications for Sports Court or Fields may present alternative fencing standards to those outlined in **Section 4.05**. The following shall be considered when acting on an application for alternative fencing standards:
 - (1) The ability of the Fence to be maintained in a structurally sound and safe condition that resembles the Fence at the time of installation as close as possible;
 - (2) The impact of the Fence on adjacent properties, including impacts on stormwater flow, sound mitigation, and light shielding; and
 - (3) The minimum Alterations necessary from **Section 4.05** to produce a functioning and safe Sports Court or Field in compliance with any sport-specific rules and regulations.

12. Stable, Private

- a. A Stable, Private shall be located within the rear yard.
- b. Any accessory structure used wholly or partially as a Stable, Private shall comply with the accessory structure standards outlined per zoning district in **Section 2.04** above.

13. Dwelling, Manufactured Home

- a. Dwelling, Manufactured Homes shall be installed in accordance with the Kansas Manufactured Housing Act, established in Chapter 58, Article 42 of the Kansas Statutes Annotated (**KSA 58-4201**), as amended.
- b. Dwelling, Manufactured Homes may be of new or used construction. Previously owned or Occupied units shall not be more than fifteen (15) years old, and the owner shall provide proof that the HUD seal is affixed to the unit.
- c. Design Standards
 - (1) Dwelling, Manufactured Homes shall be no less than 22 feet in width, and the length of the longest Façade shall not exceed two and one-half (2.5) times the length of the shortest Façade.
 - (2) Exterior siding shall be a material customarily used on site-built Dwellings, such as wood, composition or simulated wood, clapboards, conventional vinyl or metal siding, brick, stucco, or similar materials.
 - (3) Siding material shall extend below the top of the exterior foundation or curtain wall.
 - (4) A continuous, permanent masonry or concrete foundation, or masonry or concrete curtain wall, unpierced except for required ventilation and Access, shall be installed under the perimeter of the home. The running gear, tongue, axles, and wheels shall be removed from the unit at the time of installation, and shall not be stored on the Lot.
 - (5) Roof Design
 - (a) Roofs shall be double Pitched Roofs and have a minimum nominal vertical rise of four (4) inches for each twelve (12) inches of horizontal run.
 - (b) Roofing material shall be commonly used in standard residential construction, which is residential in appearance, excluding corrugated aluminum, fiberglass, or metal roofing material.
 - (c) A minimum overhang of twelve (12) inches is required on all Façades, which may include a four (4) inch gutter.
- d. Consistency with Surrounding Development
 - (1) Where established within an existing residential Development or residentially platted Lot, Dwelling, Manufactured Homes shall have an Attached garage if 50 percent or more of the existing homes on the same Block face have garages.

- (2) A detached garage shall be allowed on a Lot on which an Attached garage cannot be constructed due to the setback regulations of the district, or if less than 50 percent of the existing homes on the same and/or adjacent Block face do not have Attached garages.
- (3) Where required to be installed, the roofing and siding material of a detached garage must be the same as that of the Dwelling, Manufactured Home.

14. Dwelling, Modular Home

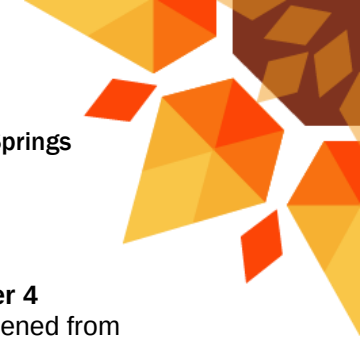
- a. Modular homes shall meet or exceed the minimum Building requirements set forth by the adopted Building Code.
- b. Modular homes shall meet the minimum dimensional standards for Lots and homes, including setbacks, as the respective zoning district.

15. Dwelling, Single-Family Attached

- a. No side yard setback shall be required for Lots used for Dwelling, Single-Family Attached units subject to the following:
 - (1) There shall be no less than ten (10) feet between separate structures;
 - (2) Lot Widths for Lots used for Dwelling, Single-Family Attached units shall be reduced to 24 feet, with a minimum Lot Area of 2,880 square feet.
- b. A Dwelling, Single-Family Attached Building shall contain no less than three (3) and no more than eight (8) Dwelling Units before an interior side setback is required per the applicable zoning district in **Section 2.04** above.

16. Manufactured Home Park

- a. Dwelling, Manufactured Homes installed within a Manufactured Home Park shall comply with the minimum standards outlined in **Section 2.06.B.13** above.
- b. Applications for a Manufactured Home Park shall require a Development Plan in accordance with **Section 1.04.A.2** above.
- c. Manufactured Home Space Requirements
 - (1) Manufactured Home spaces shall be Occupied by no more than one Dwelling, Manufactured Home, and shall be equipped with the following:
 - (a) A concrete pad large enough to accommodate the full area of the installed Dwelling.
 - (b) Personal sanitary sewer and water utility services. The use of On-Site sanitary sewer facilities (OSSF) is prohibited.
 - (c) Personal electrical and gas service.
 - (2) Manufactured Home spaces shall meet the following minimum dimensions:
 - (a) Minimum Site Area: 4,000 square feet
 - (b) Minimum Lot Width: 45 feet
 - (3) A minimum distance of twenty (20) feet shall be provided between a Dwelling, Manufactured Homes and any Building within the Manufactured Home Park.
 - (4) Each manufactured home space shall front upon a private roadway of not less than twenty-four (24) feet in width.
- d. Manufactured Home Park Standards
 - (1) Manufactured Home Parks shall be considered Single-Family Residential Development for the purposes of meeting the Development Standards outlined in **Chapter 4 Development Standards**, where each Dwelling, Manufactured Home is counted as one (1) Dwelling Unit.

- 
- (2) In addition to the minimum Development Standards outlined in **Chapter 4 Development Standards**, all Manufactured Home Parks shall be screened from adjacent uses using the incompatibility buffer standards outlined in **Section 4.03.E.2.b(1)**.
 - (3) Refuse and Garbage Handling
 - (a) Storage, collection, and disposal of refuse in a Manufactured Home Park shall be required so as to create no health hazards, rodent harborage, insect breeding areas, accidents, fire hazards, or air pollution; and
 - (b) All refuse shall be stored in fly-tight, watertight, rodent- proof containers. Containers shall be provided in sufficient number and Capacity to properly store all refuse.
 - (4) Laundry Facilities

Laundry facilities for the exclusive use of the Manufactured Home Park occupants shall be provided.
 - (5) Storm Shelters

A storm shelter shall be provided to give protection to all residents of the Manufactured Home Park.

 - (a) The storm shelter shall be constructed to provide adequate protection from tornadoes and high winds;
 - (b) The storm shelter shall provide a minimum of thirty (30) square feet per manufactured home pad; and
 - (c) The storm shelter shall comply with the applicable codes and ordinances as adopted by the City of Bonner Springs.
17. Community Gathering, Private
- a. Applications shall include a special event permit for consideration by the City Council.
 - b. Appropriate parking shall be illustrated on a site plan for review.
18. Day Care Center
- a. Day Care Centers shall meet all minimum criteria for licensure with the State of Kansas, and shall provide proof of licensure.
 - b. Any playground area, including all areas children move to and from the structure and the playground area, shall be surrounded by a Fence no less than six (6) feet in height.
 - c. Areas designated for child drop-off shall be clearly marked with visible traffic markings and signage.
 - d. The primary point of child drop-off (i.e., stopping point) shall be covered by an awning, canopy, or similar element to allow for the sheltered transition from a vehicle to the designated Building entrance.
 - e. See **Section 4.02.H** for stacking space requirements for Day Care Center drop-off areas.
19. Day Care Residence
- a. Day Care Residences shall meet all minimum criteria for licensure with the State of Kansas, and shall provide proof of licensure.
 - b. Day Care Residences shall not alter the exterior appearance of the Dwelling, including the addition of any signage, lighting, or outdoor display or storage.
 - c. Day Care Residences shall not generate parking, noise, sewage, or water use in excess of what is typical of a Dwelling within the surrounding area.
- 

20. Farmer's Market

- a. Each vendor shall obtain an operating and health permit prior to operation within a Farmer's Market.
- b. Farmer's Markets may utilize temporary Improvements, including but not limited to temporary lighting fixtures, shelters, and restroom facilities, for no more than 72 consecutive hours of operation.
 - (1) Improvements associated with Farmer's Markets in operation for durations longer than 72 consecutive hours shall be considered permanent structures and shall meet the minimum requirements of these regulations.
 - (2) Farmer's Markets, regardless of temporary or permanent status, and all associated Improvements shall not operate after 10:00 p.m.
- c. Farmer's Market vendors shall be installed on paved surfaces or compacted gravel.
- d. Farmer's Market vendors and Improvements may occupy existing On-Site Parking Spaces under the following conditions:
 - (1) The Farmer's Market is not in operation for more than 72 consecutive hours; and
 - (2) The minimum parking requirements for both the primary use and Farmer's Market specified in the **Table of Allowed Uses** are still met.

21. Alternative Financial Service

- a. Alternative Financial Service establishments shall not be operated within one-quarter mile (1,320 feet) from one another.
- b. Alternative Financial Service establishments shall not be operated within five hundred (500) feet of residential zoning districts.
- c. Alternative Financial Service establishments shall not be operated within one-thousand five hundred (1,500) feet of schools, churches, public Buildings, daycares, parks, and hospitals.
- d. For the purposes of calculating separation between Alternative Financial Service establishments and other uses, the distance shall be measured using an aerial circumference originating from each establishment's primary point of entry.

22. Commercial Amusement, Outdoor

- a. No intermittent or Flashing lights shall be visible beyond the property line of a Commercial Amusement, Outdoor establishment.
- b. Exterior auditory devices, such as speakers or other sound effects, shall not exceed 45 Decibels at the property line of a Commercial Amusement, Outdoor establishment.
- c. Commercial Amusement, outdoor structures, or Improvements shall not be located within 250 feet of a residentially zoned or used property, excluding Dwelling, Multi-Family uses.

23. Food Truck Park

- a. Each vendor shall obtain an operating and health permit prior to operation within a Food Truck Park.
- b. Food Truck Parks may be standalone establishments or may be installed in conjunction with permanent uses on a temporary or permanent basis.
- c. Food Truck Parks may utilize temporary Improvements, including but not limited to temporary lighting fixtures, shelters, and restroom facilities, for no more than 72 consecutive hours of operation.

- (1) Improvements associated with Food Truck Parks in operation for durations longer than 72 consecutive hours shall be considered permanent structures and shall meet the minimum requirements of these regulations.
 - (2) Food Truck Parks, regardless of temporary or permanent status, and all associated Improvements shall not operate after 10:00 p.m.
 - d. Vendors shall be parked in authorized Parking Spaces (i.e., vendor locations) that meet the minimum requirements of **Section 4.02**, including dimensional, material, and configuration requirements.
 - (1) Vendor locations that are installed within existing parking areas shall not interfere with pedestrian or vehicle circulation.
 - (2) The minimum parking requirements for both the primary use, if applicable, and the Food Truck Park specified in the Table of Allowed Uses shall be met.
 - e. Seating areas and other furnishings intended for patron use shall not interfere with existing parking areas or pedestrian and vehicle circulation.
 - f. Restroom facilities shall be provided On-Site or through a shared use agreement with an Abutting commercial establishment.
 - (1) Access to shared facilities shall be granted for the duration of the Food Truck Park operation hours.
 - (2) Temporary restroom facilities shall be screened from public view from either On-Site or Off-Site, using a vantage point six (6) feet in height from Grade.
 - (a) Public view shall be considered the visibility of Outdoor Storage or Display areas from a public Right-of-Way or other public space, including but not limited to a dedicated or reserved park, plaza, mutual Access Easement, or other area intended for public gathering or use.
 - (b) Screening mechanisms shall meet the general requirements listed in **Section 4.05.C**.
 - g. Each vendor location shall be provided with electrical, water, and wastewater connections.
 - h. Waste receptacles shall be provided for each vendor location, and shall be emptied daily to prevent overloading.
24. Seasonal Sales
- a. Seasonal Sales shall obtain an operating permit prior to operation.
 - b. Seasonal Sales may utilize temporary Improvements, including but not limited to temporary lighting fixtures, shelters, and restroom facilities, for no more than 72 consecutive hours of operation.
 - (1) Improvements associated with Seasonal Sales in operation for durations longer than 72 consecutive hours shall be considered permanent structures, and shall meet the minimum requirements of these regulations.
 - (2) Seasonal Sales, regardless of temporary or permanent status, and all associated Improvements shall not operate after 10:00 p.m.
 - c. Parking areas may be installed on paved surfaces or compacted gravel.
25. Shooting Range
- a. Noise generated from a Shooting Range shall not exceed 45 Decibels at the property line.
 - b. Shooting Range structures shall not be located within 250 feet of a residentially zoned or used property.

26. Vehicle Sales and Rental

- a. Parking Spaces intended for vehicles for sale or rent shall be Fenced in accordance with **Section 4.05.C.1** below.
- b. No more than eighty (80) percent of the total required parking per the **Table of Allowed Uses** may be utilized for the parking of vehicles intended for sale or rent.
- c. Areas intended for the parking of sales for sale or rent shall be subject to the parking design standards outlined in **Section 4.02** below.

27. Telecommunications Facility

- a. Exempt Facilities
 - (1) The requirements of this **Section 2.06.B.27** shall not apply to a facility that is less than seventy (70) feet in height, and:
 - (a) Is operated by a federally-licensed amateur radio station operator; or
 - (b) Is used exclusively for receive-only antennas.
 - (2) Towers owned and operated by the City shall not require approval of an SUP, but shall comply with the other requirement of this **Section 2.06.B.27**.
- b. General Requirements
 - (1) Telecommunications facilities shall comply with all federal regulations, including those issued by the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC).
 - (2) Installation of a Telecommunication Facility, including any on-ground Improvements or towers, shall require a building permit, and must be found to meet the proper wind and structural requirements of the adopted Building Code.
 - (3) Telecommunication facilities shall be inspected annually for structural and operational soundness.
 - (a) Inspections shall be made by a knowledgeable expert, as determined by the Chief Building Official.
 - (b) A copy of such annual inspection shall be provided to the City.
 - (4) A Telecommunication Facility may be Attached to, or integrated with, an existing structure or detached as a standalone facility.
 - (5) Co-location

All telecommunication facilities shall be designed with tower cabinets to accommodate co-location by other providers.
 - (6) Removal of Abandoned Towers
 - (a) Any facility that is no longer in use or has not been used for a continuous period of twelve (12) months for its original communications purpose shall be removed at the owner's expense.
 - (b) In the case of co-location, a facility shall not be deemed abandoned until all users cease operations.
- c. Operational Requirements
 - (1) Telecommunications facilities shall be operated in a manner that does not cause interference with, or disruption to, public safety communications, including but not limited to police or fire departments.

- (2) In the event that the facility causes such an interference or disruption, the Applicant shall be responsible to:
 - (a) Remedy the problem within 24 hours of written notice by the City; or
 - (b) Cease operation of the facility until the problem is remedied.
- d. Design Requirements

The application and approval of a Development Plan in accordance with **Section 1.04.A** above may be required by the Community Development Director in order to confirm compliance with this **Section 2.06.B.27**.

 - (1) Height
 - (a) Ground components of a Telecommunication Facility, including but not limited to cabinets, housing structures, and screening walls, shall not exceed the maximum height permitted within the respective zoning district.
 - (b) Telecommunication tower height shall be restricted to the distance to the nearest property line, but shall not exceed 120 feet in height from Grade.
 - (2) Lighting
 - (a) If required by federal regulations, tower lighting shall be reviewed with an application for a Special Use Permit to ensure the least amount of disturbance to surrounding views.
 - (b) Security lighting around the base of a tower and facility ground components may be provided in accordance with **Section 4.09**.
 - (3) Locations and Separation
 - (a) Applications for a new Telecommunication Facility site shall include verification that all existing facilities have been approached for co-location opportunities.
 - (b) Telecommunication facilities shall not be located within one (1) mile of an existing facility without adequate proof of the need of the new facility to sufficiently serve the City.
 - (4) Design Treatments
 - (a) Telecommunication facilities Attached to, or integrated with, a Building or structure shall be screened, constructed, and colored to match the structure to which they are Attached.
 - (b) Components mounted on the side of a Building or structure shall be painted to match the color of the Building or structure against which they are most commonly seen.
 - (c) Multiple antennas mounted on a single support structure should be coordinated in design, and spaced and balanced to give a planned and uncluttered appearance.
 - (5) Ground equipment shall be screened from public view using a vantage point six (6) feet in height from Grade.
 - (a) Public view shall be considered the visibility of ground equipment areas from a public Right-of-Way or other public space, including but not limited to a dedicated or reserved park, plaza, mutual Access Easement, or other area intended for public gathering or use.
 - (b) Screening mechanisms shall meet the general requirements listed in **Section 4.05.C**.

28. Utility Distribution

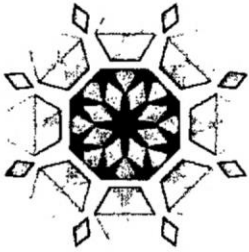
Utility Distribution areas shall be screened from public view using a vantage point six (6) feet in height from Grade.

- a. Public view shall be considered the visibility of ground equipment areas from a public Right-of-Way or other public space, including but not limited to a dedicated or reserved park, plaza, mutual Access Easement, or other area intended for public gathering or use.
- b. Screening mechanisms shall meet the general requirements listed in **Section 4.05.C**.

29. Vehicle Tow or Storage Lot

Areas used for the storage of vehicles shall be screened from public view using a vantage point six (6) feet in height from Grade.

- a. Public view shall be considered the visibility of ground equipment areas from a public Right-of-Way or other public space, including but not limited to a dedicated or reserved park, plaza, mutual Access Easement, or other area intended for public gathering or use.
- b. Screening mechanisms shall meet the general requirements listed in **Section 4.05.C**.



City of Bonner Springs

KANSAS

Planning Commission Minutes - Regular Meeting - June 25, 2024

PLANNING COMMISSION MEETING- 7:00 PM*

CALL TO ORDER - ROLL CALL - Vincent Bombardier, Larry Clark and Jason Cruse, absent

CONSENT AGENDA-

Approval of minutes from the April 16, 2024, meeting - Lloyd Mesmer moved and Paul Zeps seconded to approve the minutes of the April 16, 2024, Planning Commission Meeting,

OLD BUSINESS - None

NEW BUSINESS -

Planning Sustainable Places presentation - Chris Sanders and Madi Quinke from The Lamar-Johnson Collaborative gave a presentation on the Bonner Springs Downtown Master plan featuring the Riverfront Park, Downtown and Front Street.

PUBLIC HEARING -- Zoning Ordinance Amendment -- BSZO-01-24 - Consider A request for an amendment to the Unified Development Ordinance of Bonner Springs -- An amendment regulating the size of accessory buildings within certain zoning districts. - Paul Zeps moved and Nick Perica seconded the motion to open the Public Hearing for the Zoning Ordinance Amendment- BSZO -01-24 amending the Unified Development Ordinance regulating the size of accessory buildings within certain zoning districts. With noted corrections. Paul Zeps mentioned changes to the less than greater than signs for the 5 acre and 10 acre parcels.

Zoning Ordinance Amendment --BSZO-01-24 - Unified Development Ordinance of Bonner Springs -- An amendment regulating the size of accessory buildings within certain zoning districts. - Paul Zeps moved, and Lloyd Mesmer seconded the motion to approve Zoning Ordinance Amendment • BSZO -01-24 amending the Unified Development Ordinance regulating the size of accessory buildings within certain zoning districts as corrected.

PUBLIC HEARING -- Zoning Ordinance Amendment --BSZO-02-24 -Consider A request for an amendment to the Unified Development Ordinance of Bonner Springs -- An amendment to the approve Table of Uses. - Paul Zeps moved and Nick Perica seconded the motion to open the Public Hearing for the Zoning Ordinance Amendment - BSZO -02-24 amending the Unified Development Ordinance of Bonner Springs - Amendments to the approved Table of Uses.

Zoning Ordinance Amendment BSZO-02-24 - Unified Development Ordinance of Bonner Springs -- An amendment to the approved Table of Uses. - Paul Zeps moved and Sherri Neff seconded the motion to approve the Zoning Ordinance Amendment - BSZO -02-24 amending the Unified Development Ordinance of Bonner Springs - Amendments to the approved Table of Uses.

OPEN AGENDA - None

COMMUNITY DEVELOPMENT DIRECTORS REPORT - Staff talked about:
Comprehensive Plan Future Land Use Map changes for the Mattel project
Compass 70 - Riverview and 110th
Block 80 - Sewer to area and getting funding
Quik Trip - storm water
120 Oak- still in talks
Old Dominion lots
Apartments at K-7 and I-70

ADJOURNMENT -8:15 PM

ORDINANCE NO. ____

An ordinance amending the Unified Development Ordinance Table of Uses of the City of Bonner Springs, Kansas.

BE IT ORDAINED BY the Governing Body of the City of Bonner Springs, Kansas that:

Section I: The Unified Development Ordinance, Table of Uses shall be amended to incorporate uses not previously listed within specific zoning districts as follows, these uses are in addition to current permitted uses:

Drive-Through - shall be permitted in the MC, Mixed-Use Commercial District

Electrified Fencing - shall be permitted via Special Use Permit in LI, Light Industrial and HI, Heavy Industrial

Fuel Pumps - shall be permitted in the CC, Central Commercial District and MC, Mixed-Use Commercial

Outdoor Storage or Display - shall be permitted in MC, Mixed-Use Commercial

Dwelling, Modular Home – shall be permitted in ER, Estate Residential and GR, General Residential

Airport or Helistop – shall be permitted via Special Use Permit in HI, Heavy Industrial District

Day Care Center – shall be permitted in MC, Mixed-Use Commercial District

Day Care Residence – shall be permitted in RR, Rural Residential District

Farmer's Market – shall be permitted in MC, Mixed-Use Commercial District

Medical Clinic – shall be permitted in MC, Mixed-Use Commercial District

Medical Hospital – shall be permitted via Special Use Permit in Mixed-Use Commercial

Recreational Vehicle Parks - is a newly created use and shall be permitted in LA, Loring Agricultural District; LR, Loring Residential; RR, Rural Residential; ER, Estate Residential; GR, General Residential and via Special Use Permit in MR, Mixed-Use Residential

School, Trade – shall be permitted in LI, Light Industrial and HI, Heavy Industrial Districts

Alcohol Beverage Production, Microbrewery – this use was listed as requiring a Special Use Permit conflicting with the approved Ordinance. This use shall be permitted in CC, Central Commercial; LC, Local Commercial; GC, General Commercial; HC, Highway Commercial; LI, Light Industrial and HI, Heavy Industrial Districts.

Alcohol Beverage Production, Microdistillery - this use was listed as requiring a Special Use Permit in some districts conflicting with the approved Ordinance. This use shall be permitted via Special Use Permit in CC, Central Commercial; LC, Local Commercial; GC, General Commercial; HC, Highway Commercial and LI, Light Industrial. It is permitted by right in the HI, Heavy Industrial District

Alcohol Beverage Production, Winery - this use was listed as requiring a Special Use Permit conflicting with the approved Ordinance. This use shall be permitted via Special Use Permit in LA, Loring Agricultural and RR, Rural Residential while being permitted by right in the CC, Central Commercial; LC, Local Commercial; GC, General Commercial; HC, Highway Commercial; LI, Light Industrial and HI, Heavy Industrial Districts.

Commercial Amusement, Indoor – shall be permitted in the MC, Mixed Use Commercial District

Commercial Amusement, Outdoor – shall be permitted in the MC, Mixed Use Commercial District

Food Truck Park – shall be permitted in the MC, Mixed Use Commercial District

Gym or Fitness Center – shall be permitted in the MC, Mixed Use Commercial District

Kennel, Indoor – shall be permitted via Special Use Permit in LA, Loring Agricultural; LR, Loring Residential; RR, Rural Residential and MC, Mixed Commercial Districts

Kennel, Outdoor – shall be permitted via Special Use Permit in LA, Loring Agricultural; LR, Loring Residential and RR, Rural Residential Districts

Movie Theater – shall be permitted in the MC, Mixed Use Commercial District

Restaurant, Drive- In- shall be permitted in MC, Mixed Use Commercial District

Retail, Local – shall be permitted in the MC, Mixed Commercial District

Retail, Neighborhood – shall be permitted in the MC, Mixed Commercial District

Retail, Pawn or Resale – shall be permitted via Special Use Permit in the CC, Central Commercial and MC, Mixed Commercial Districts

Retail, Regional – shall be permitted in the MC, Mixed Commercial District

Seasonal Sales – shall be permitted in the MC, Mixed Use Commercial District

Vehicle Washing Station, Full-Service – shall be permitted in the MC, Mixed Use Commercial District

Vehicle Washing Station, Self-Service – this use was allowed via Special Use Permit in LC, Local Commercial; GC, General Commercial; HC, Highway Commercial; LI, Light Industrial and permitted by right in HI, Heavy Industrial. It shall now be a permitted use within those zoning districts listed above.

Veterinarian - this use was allowed via Special Use Permit in RR, Rural Residential; LC, Local Commercial and HC, Highway Commercial Districts and a permitted use within the GC, General Commercial District. It shall now be a permitted use within the CC, Central Commercial; LC, Local Commercial and GC, General Commercial zoning districts and shall require a Special Use Permit in RR, Rural Residential and MC, Mixed Commercial Districts.

General Appliance Repair – shall be permitted via Special Use Permit in the CC, Central Commercial; LC, Local Commercial and GC, General Commercial Districts

Heavy Machinery Storage and Sale– shall be permitted in the HI, Heavy Industrial District

Vehicle Repair, Major – shall be permitted via Special Use Permit in the HC, Highway Commercial District

Vehicle Repair, Minor – shall be permitted in the HC, Highway Commercial and MC, Mixed Use Commercial Districts

Section II: All other Ordinances or parts of Ordinances in conflict with the provisions of this ordinance are hereby repealed in their entirety. Noting within the Ordinance shall affect those uses previously listed within the Use Table.

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

Approved by the Governing Body of the City of Bonner Springs, Kansas, this ____ day of _____, 2024.

Tom Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

(SEAL)

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Frank Abart

Subject: 138th Street Project - Resolution for Authority to Award Contract

Recommendation: Staff recommends approval.

Action: Make a motion to approve the resolution to award the contract, and to commit city funds for improvements to 138th Street in the amount of \$1,190,000.

Background: The City of Bonner Springs has been pursuing significant improvements to 138th Street from K-32 to Morse Avenue for many years. The process included activity related to design, current utility issues, right-of-way and easement acquisitions, along with a variety of funding discussions. The City has acquired Federal Fund commitments for the project. The project has reached a point where formal bids for the proposed work have been solicited with oversight from KDOT and a decision is needed to move forward with the bid award.

Discussion: KDOT solicited and received bids for the project on June 20, 2024. They have reviewed the bids and have determined that the lowest bid has been submitted by VF Anderson Builders, LLC from Harrisonville, MO for the amount of \$4,221,952.

The next step in the process is for the City Council to pass a formal Resolution accepting the low bid contractor and allowing KDOT to move forward with the contract award. KDOT is requiring this resolution by July 13, 2024, in an effort to guarantee the low bid status.

If the project is approved by the City Council and proceeds as planned by KDOT, the anticipated project will start by February 2025 with an anticipated completion of December 2025.

Financial Impact: The City has acquired Federal Fund commitments for the project.

Essentially, this project commits the City to paying for 20% of construction costs (\$758,043) and 100% of water utility relocation (\$431,735). These costs total \$1,189,778 and KDOT has rounded up the amount to \$1,190,000, which is what must be submitted to KDOT by the City by August 9, 2024.

There are two additional costs that will be part of this project which are not included with this action. One is the construction engineering/inspection contract that will be coming for Council consideration in the next few months and, two, the separate costs for relocation of the gas line(s). These costs have been anticipated and are included in the project budget.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Tod L. Salfrank, Chief

Laura Kelly, Governor

June 24, 2024

**Project Number: 105 N-0739-01
STP-N073(901)**

City of Bonner Springs
Ms. Christina Brake
City Clerk
P.O. Box 38
Bonner Springs, KS 66012-

Dear Ms. Brake:

We are listing below the bidder and the low bid received at Topeka, KS on 6/20/2024 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
VF ANDERSON BUILDERS LLC HARRISONVILLE, MO	Bonner Springs: 138th St from K-32 to Morse Ave	\$4,221,952

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 7/13/2024. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$4,151,400 Federal funds will require City matching funds in the amount of \$1,190,000. The City remittance should be made on or before 8/9/2024.

Sincerely,


Cara Hodges
Digitally signed by Cara Hodges
DN: cn=Cara Hodges, email=Cara.Hodges@ks.gov,
o=Kansas Department of Transportation, ou=Bureau of
Local Projects, cn=Cara Hodges
Date: 2024.06.24
11:42:18 -0500

for Tod L. Salfrank, Chief
Bureau of Local Projects

tls/cch
Enclosures
c Mayor/City Manager
Ms. Pam Anderson, Chief of Fiscal Services
Mr. Leroy Koehn, P.E., District One Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**
6/24/2024

2 Copies to City
Project Number: 105 N-0739-01
STP-N073(901)

WHEREAS bids were received at Topeka, KS on 6/20/2024 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
VF ANDERSON BUILDERS LLC	Bonner Springs: 138th St from K-32 to Morse Ave	\$4,221,952
HARRISONVILLE, MO		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

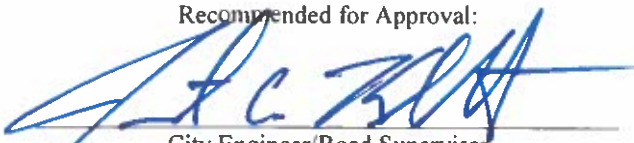
**A combination of bid items and construction engineering less a maximum of \$4,151,400
Federal funds will require City matching funds in the amount of \$1,190,000.**

BE IT FURTHER RESOLVED that City funds in the amount of \$1,190,000 which are required for the matching of Maximum Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 8/9/2024 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20____, at _____, Kansas.

Recommended for Approval:



City Engineer/Road Supervisor

Attest:

(Seal)

City Clerk

_____, Mayor

_____, Member

_____, Member

INVOICE

Keep for your Records

Due on or before 8/9/2024

PRELIMINARY STATEMENT OF COSTS

105 N-0739-01

STP-N073(901)

Bonner Springs: 138th St from K-32 to Morse Ave

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$4,215,552
Water (for grading)	\$6,400
Sub-Total Actual Bid Amount	\$4,221,952
LPA CE Contract	\$0
Sub-Total Construction and CE	\$4,221,952
Federal-aid Non-Participating Const. Costs	\$431,735
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$3,790,217
Total Project Costs	\$4,221,952

CE Breakdown	
Total LPA CE	\$0
Federal Non-Participating CE	\$0
Federal Participating CE	\$0

Federal/City Funding Summary	
Total Project Costs	\$4,221,952
100% City Funds Due to Non-Participating	\$431,735
Federal Participating Project Costs	\$3,790,217
Fund 1- Available Funding	\$3,790,217
80% Federal Funds	\$3,032,174
20% City Funds	\$758,043
Costs Remaining for 80/20 Funding	\$0
Fund 2- Available Funding	\$0
80% Federal Funds	\$0
20% City Funds	\$0
100% City Funds Due to Max Funding	\$0

Fund 1- Maximum Federal Funds 80/20	\$3,245,000
Fund 2- Maximum Federal Funds 80/20	\$906,400

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$431,735			\$431,735
Federal Non-Participating CE	\$0			\$0
Fund 1- 80% Federal Funds		\$3,032,174		\$3,032,174
Fund 2- 80% Federal Funds		\$0		\$0
Fund 1- 20% City Funds	\$758,043			\$758,043
Fund 2- 20% City Funds	\$0			\$0
City Funds Due to Max Funding	\$0			\$0
Total	\$1,189,778	\$3,032,174	\$0	\$4,221,952

Amount to Bill LPA (Rounded Up)	\$1,190,000
---------------------------------	-------------



BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 06/20/2024

Contract Number: 524062171

Project Number: 105 N 0739-01

Federal Number: STP-N073(901)

Description: GRADING & SURFACING

County: WYANDOTTE

State Ties: --

Total Records: 6

[Helpful Definitions](#)

Contractor Name	Bid Amount
VF ANDERSON BUILDERS LLC	\$4,215,552.00
LEAVENWORTH EXCAVATING & EQUIPMENT COMPANY INC & AFFILIATE	\$5,171,618.00
MILES EXCAVATING, INC.	\$5,300,851.00
AMINO BROTHERS COMPANY INC	\$5,638,704.00
J M FAHEY CONSTRUCTION COMPANY	\$6,077,896.00
PYRAMID CONTRACTORS INC AND PYRAMID PROPERTIES INC	\$6,368,715.00

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From: Tillie LaPlante

Subject: Notice of Intent to Exceed the Revenue Neutral Rate

Recommendation: Staff recommends approval.

Action: Make a motion authorizing City staff to notify the County Clerk of the City's intent to exceed the Revenue Neutral Rate, maintaining the current mill levy rate of 39.871 and set a Public Hearing for August 26, 2024, to hear comments on exceeding the Revenue Neutral Rate.

Background: The City received notice from the county that the Revenue Neutral Rate for the 2025 budget is 36.609. This is the mill levy rate which will generate the same taxes levied for the 2024 Budget based on the estimated valuations we received in June.

Discussion: KSA 79-2988 requires all taxing subdivisions who intend to collect ad valorem taxes in excess of those taxes budgeted in the current year to notify the County Clerk by July 20 of their intent to exceed the Revenue Neutral Tax Rate. The notice to the clerk will include the proposed estimated tax rate along with the date, time and location of a Public Hearing to hear comments regarding the intent to exceed the Revenue Neutral Tax Rate. The staff is recommending that the proposed estimated tax rate for the notice to the clerk remain the same as the current tax rate of 39.871 mills.

Financial Impact: The proposed estimated tax rate is the maximum tax rate which can be approved for the 2025 Budget. Based on estimated valuations, it is estimated that this tax rate will generate an additional \$500,000 in ad valorem tax revenue. The City Council may reduce the amount of ad valorem tax revenue before adopting the 2025 Budget in September. A decrease in tax revenue would result in a decrease in the tax rate.

Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, HEREBY NOTIFIES THE WYANDOTTE, JOHNSON, AND LEAVENWORTH COUNTY CLERKS OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

X Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is 39.871. The date of our hearing is August 26, 2024 at 7:30 PM and will be held at 200 E. 3rd St. in Bonner Springs, Kansas.

_____ No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before August 25, 20____.

WITNESS my hand and official seal on _____, 20____.

(Seal)

Clerk or Officer of Governing Body

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE

The governing body of
City of Bonner Springs
will meet on August 26, 2024 at 7:30 p.m. at City Hall, 200 E. 3rd Street for the purpose of hearing and
answering objections of taxpayers relating to revenue neutral rate and proposed tax rate, as required by KSA 79-2988.

SUPPORTING COUNTIES

Wyandotte County (home county) Johnson County, Leavenworth County

Revenue Neutral Rate*	36.609	Proposed Tax Rate	39.871
-----------------------	--------	-------------------	--------

Tax Rates are expressed in mills

* Revenue Netural Rate as defined by KSA 79-2988

Memorandum

Date: July 8, 2024
To: Mayor and City Council
From:

**Subject: Executive Session For Non-Elected Personnel Matters Pursuant to Exception
K.S.A. 75-4319(b)(1)**

Recommendation:

Action: 1. Make a motion to go into executive session to discuss non-elected personnel matters pursuant to exception, K.S.A.75-4319(b)(1). The open meeting will resume in the Council Chamber at _____p.m.
2. Make a motion to resume the open meeting with no action taken at _____p.m.

Background:

Discussion:

Financial Impact:

City Manager's Update

Date: July 5, 2024

To: Mayor and City Council

General

- **Walkability Grant** – The City submitted for funding through MARC to help increase sidewalks and trails in Bonner Springs. Visit the [MARC feedback page](#) and encourage funding for our project!
- **Wyandotte County World Cup Readiness Task Force** – The City Manager is part of the Wyandotte County World Cup Readiness Task Force. We are seeking community input and workgroup participation as we continue through the planning and preparation for the upcoming 2026 World Cup. If you are interested in getting involved, the Task Force has developed workgroups from those who live or work in Wyandotte County. [Workgroup Participation Interest Form](#)
- **Downtown Murals** - The City received a grant to add some public art murals in downtown Bonner Springs. We put out a Call for Artists to submit their ideas for the two areas. The Call for Artists are available online at our website. There is one RFP for each location. Deadline is July 19, 2024. Review the documents: <https://www.bonnerrsprings.org/1160/Public-Art>
- **2024 Summer Meals Program – From June 3rd to July 31st** breakfast and lunch will be available at Bonner Springs Elementary, the Edwardsville Community Center and Edwardsville Elementary. FREE meals for kids 18 years or younger. \$5 for those above 18. Check with each location for exact times.
- **Flood Risk Info Session** – On July 18th from 3pm to 7 pm, there will be an open house in the City Hall Council Chambers to learn about Flood Risk along Spring Creek.
- **Fall Soccer League** – Deadline for Pre-k to 6th grade is August 1st

Library

- There are several events coming up at the Bonner Springs Library. Please visit the library official website [HERE](#) for more details.

Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	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 - 2024																	
NOVEMBER 2023 SUBMITTALS - CUT OFF DATE 12/20/2023 FOR 2/20/2024 PC MEETING																	
SUP-06-23	November 21, 2023	Daycare – First Pentecostal Church	224 W. Morse Ave	Special Use Permit		WITHDRAWN			Insufficient application information	WITHDRAWN	Insufficient application information	PENDING	First Pentecostal Church of Bonner Springs	R-1	NA	4	1.25ac
	Pending	Compass 70 Logistic Center	110 S. 110th St	Preliminay Plat		WITHDRAWN											
	Pending	Compass 70 Logistic Center	110 S. 110th St	Final Plat		WITHDRAWN											
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
ST-03-23	November 27, 2023	QuikTrip	300 S. 129th St	Site and Landscape Plan Review	SR	APPROVED			February 20, 2024	APPROVED			QuikTrip/ODFL	C-2	NA	1	
PP-01-24	January 1, 2024	ODFL	12900 Speaker Road	Preliminay Plat	PC/CC	APPROVED			February 20, 2024	APPROVED			Old Dominion Freight Lines	I-1	NA	7	80 +/-
BSRZ-02-23	November 27, 2023	QuikTrip	300 S. 129th St	Rezoning	PC/CC	APPROVED			February 20, 2024	APPROVED	March 11, 2024	APPROVED	QuikTrip/ODFL	A-1	C-2	1	
FP-01-24	January 1, 2024	ODFL	12900 Speaker Road	Final Plat	PC/CC	APPROVED			February 20, 2024	APPROVED	March 11, 2024	APPROVED	Old Dominion Freight Lines	I-1	NA	7	80 +/-
FDP-01-24	March 11, 2024	Magellan Pipeline Bank Stabilization	Wolf Creek - 13625 State Ave	Bank Stabilization - gas pipeline exposed	SR	APPROVED							Magellan Midstream Partners	RR	NA	NA	NA
MARCH PLANNING COMMISSION - APRIL GOVERNING BODY																	
SUP-01-24	January 17, 2024	Country Stampede	633 N. 130th St - Azura Amp & AG Hall of Fame	Special Use Permit	PC/CC	APPROVED			March 19, 2024	APPROVED	April 8, 2024	APPROVED	Country Stampede	RR	NA	2	82 +/-
SUP-02-24	January 22, 2024	Ad Trend, Inc. Digital Billboard	14110 Minnesota Ave	Special Use Permit	PC/CC	APPROVED			March 19, 2024	APPROVED	April 8, 2024	APPROVED	Ad Trend, Inc.	LI	NA	1	
BZA-01-24	January 17, 2024	The 120 on Oak	120 Oak Street	Variance	BZA	APPROVED	April 16, 2024	APPROVED					The 120 Society, LLC	CC	NA	1	1.92+/-
ST-01-24	January 17, 2024	The 120 on Oak	120 Oak Street	Site and Landscape Plan Review	SR	APPROVED							The 120 Society, LLC	CC	NA	1	1.92 +/-
BSRZ-01-24	February 14, 2024	Loun Property	13230 Riverview Ave	Rezoning	PC/CC	APPROVED			March 19, 2024	APPROVED	April 18, 2024	APPROVED	Phillip Loun	RR	GR	2	
BZA-02-24	February 14, 2024	Loun Property	13230 Riverview Ave	Variance		WITHDRAWN	April 16, 2024						Phillip Loun				
APRIL PLANNING COMMISSION - MAY GOVERNING BODY																	
BZA-03-24	February 14, 2024	Miller Variance	401 Lake Forest Dr.	Variance	BZA	APPROVED	April 16, 2024	APPROVED					Tom Miller	RR	NA	1	
FP-02-24	February 26, 2024	Sandstone Townhomes	546 N. 130th St	Final Plat	PC/CC	APPROVED			April 16, 2024	APPROVED	May 13, 2024	APPROVED	Sandstone Townhomes	MR	NA	22	15.43+/-
BZA-04-24	April 24, 2024	Shadyside Setback Variance	231 Shadyside	Variance	BZA	ALLOWED THROUGH NEW UDO	June 25, 2024	ALLOWED THROUGH NEW UDO	A change in setback distances now allows for Mr. Crosby's covered porch to remain.				Ken Crosby	GR	NA	1	
BSRZ-02-24	April 19, 2024	Mitchell Rezoning	3911 S. 142nd Street	Withdrawn	PC/CC	WITHDRAWN			June 25, 2024	WITHDRAWN	July 8, 2024	WITHDRAWN	Mark Mitchell	LA	portion	1	31.4 +/-

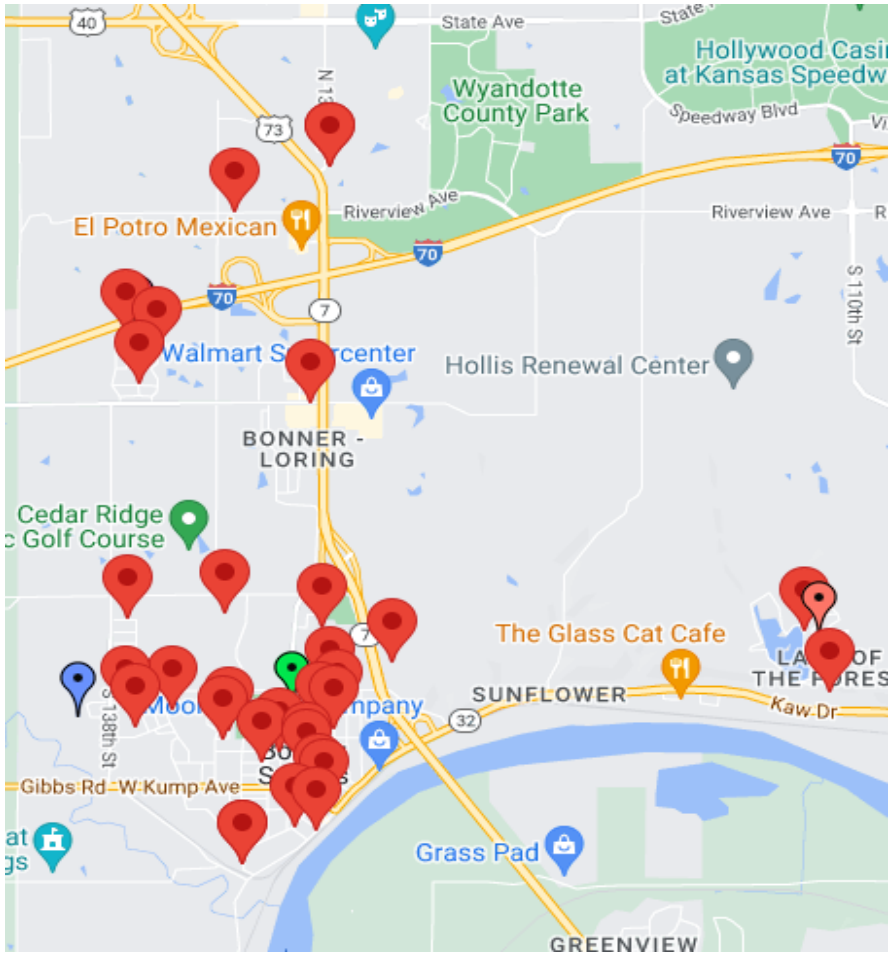
Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List - 2023																	
FDP-02-22	November 15, 2022	APAC	1800 S. 122nd Street	Floodplain Development Permit		PENDING FEMA APPROVAL							Dan Jones, APAC-Kansas, Inc	I-2	NA	1	745 +/-
Pending Planning Projects List - 2024																	
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
JANUARY 2024 SUBMITTALS - CUT OFF DATE 1/17/2024 FOR 3/19/2024 PC MEETING																	
LS-01-24	February 14, 2024	Loun Property	13230 Riverview Ave	Minor Plat	SR	PENDING							Phillip Loun	RR	NA	1	9.86 +/-
FEBRUARY 2024 SUBMITTALS - CUT OFF DATE 2/14/2024 FOR 4/16/2024 PC MEETING																	
EV-01-24	February 29, 2024	The 120 on Oak	120 Oak Street	Vacating Plat	PC/CC	PENDING			April 16, 2024	PENDING	May 13, 2024	PENDING	Katfish Inc.	CC	NA	1	
MARCH 2024 SUBMITTALS - CUT OFF DATE 3/20/2024 FOR 5/21/2024 PC MEETING																	
APRIL 2024 SUBMITTALS - CUT OFF DATE 4/24/2024 FOR 6/25/2024 PC MEETING																	
BSZO-01-24	April 24, 2024	Accessory Building Regulations	City Wide	Zoning Ordinance Amendment	PC/CC	PENDING			June 25, 2024	APPROVED	July 8, 2024	PENDING	Staff				
BSZO-02-24	April 24, 2024	Amendments to the Table of Uses	City Wide	Zoning Ordinance Amendment	PC/CC	PENDING			June 25, 2024	APPROVED	July 8, 2024	PENDING	Staff				
MAY 2024 SUBMITTALS - CUT OFF DATE 5/15/2024 FOR 7/16/2024 PC MEETING																	
BSCP-01-24		Planning Sustainable Places - Downtown Master Plan	City Wide	Comp Plan Change	PC/CC	PENDING			July 16, 2024	PENDING	August 12, 2024	PENDING	Staff				
BSCP-02-24	June 7, 2024	Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	PENDING			July 16, 2024	PENDING	August 12, 2024	PENDING	EMAP KC, LLC (Mattel Adventure Park)	INDUSTRIAL	MC (MIXED COMMERCIAL)	1	79 +/-
BSZO-03-24	April 24, 2024	Recreational Vehicle Park - Zoning District Creation	City Wide	Zoning Ordinance Amendment	PC/CC	PENDING			July 16, 2024	PENDING	September 9, 2024	PENDING	Staff				
JUNE 2024 SUBMITTALS - CUT OFF DATE 6/19/2024 FOR 8/20/2024 PC MEETING																	

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 6/16/2024 THRU 6/30/2024

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	2
DRIVEWAY.....	0
DEMOLITION.....	0
ELECTRICAL.....	2
FENCE.....	3
FIREWORKS.....	3
GENERAL INSPECTION.....	0
MECHANICAL.....	0
OPEN FLAME.....	0
PLUMBING.....	1
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	2
RESIDENTIAL MANUFACTURED MOVE-IN.....	0
RESIDENTIAL NEW/ADDITION.....	1
RESIDENTIAL REMODEL.....	0
RESIDENTIAL ROOF.....	8
RIGHT OF WAY.....	2
SIGN.....	0
TENT.....	3
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	27
TOTAL ACTIVE PERMITS.....	170



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

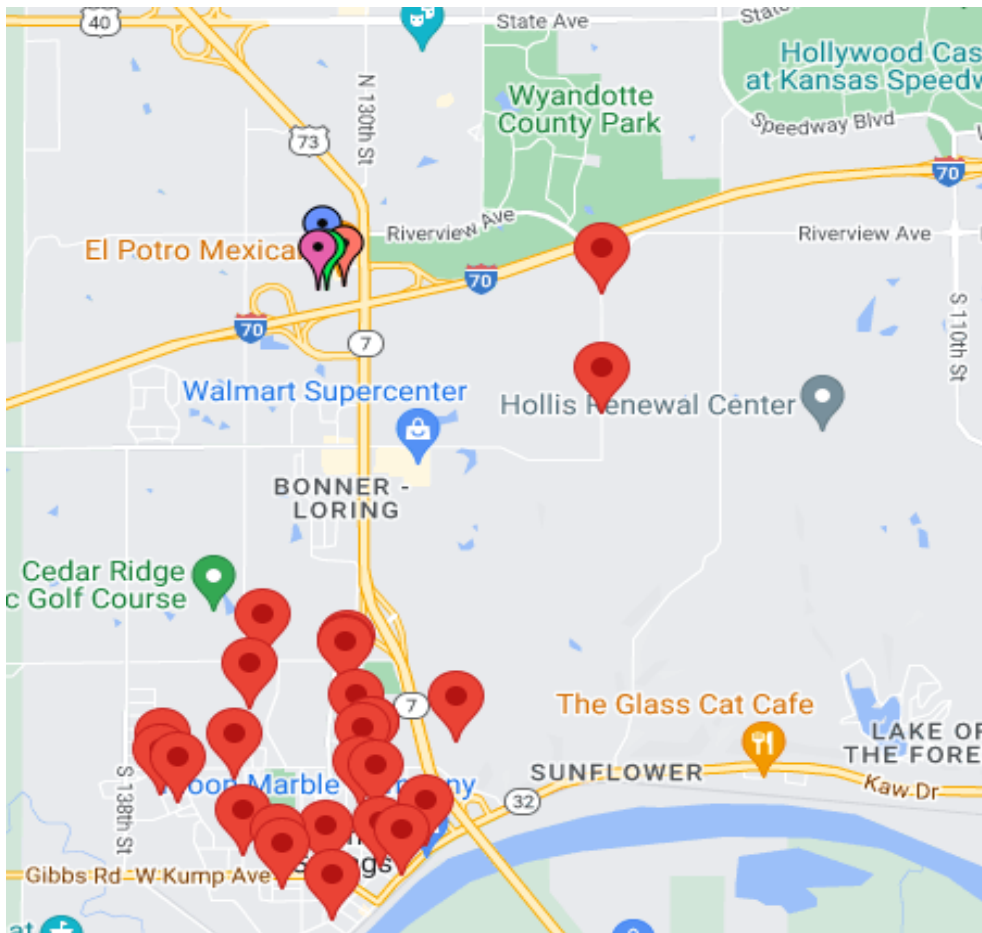
INCIDENT CODE: *-All

USER: mstites

DATES: 6/16/2024 THRU 6/30/2024

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	0.....	22.....	5
GENERAL.....	0.....	171.....	16
INOPERABLE/UNLICENSED/ON-GRASS.....	0.....	312.....	68
OUTSIDE STORAGE.....	2.....	249.....	58
PERMIT CHECK.....	17.....	436.....	0
PROPERTY MAINTENANCE.....	1.....	129.....	36
SIGNS.....	2.....	514.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	11.....	358.....	35
=====			
TOTALS.....	33.....	2198.....	218

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



Bonner Springs Mayor's Report

Date: July 8, 2024

To: City Council

General

-

Boards

- Attended the MARC Board Meeting via Zoom on 6/25.

Events

-