



City of Bonner Springs

KANSAS

Tuesday, November 12, 2024

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

WORKSHOP MEETING - 6:45 p.m.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

WORKSHOP - 6:45 P.M.

1. Waste Management Presentation

2. 2025-2029 Capital Improvement Plan

Action As a workshop item, this is for information and discussion only. Based on Council feedback, revisions may be made and consideration of adoption will take place at a future City Council meeting.

Recommendation

Documents:

1. 2025-2029 Capital Improvements & Equipment CIP
2. 2025-2029 Capital Improvements
3. 2025-2029 Capital Equipment

CITY COUNCIL MEETING - 7:30 P.M.

1. Swearing In New Police Officer

2. Presentation on the Financial Impact of Special Events

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 October 28, 2024 City Council Meeting

Action Make a motion to approve the minutes of the October 28, 2024 City Council meeting as presented.

Recommendation

Documents:

1. 10282024 CCM Minutes

2. Claims for City Operations

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

Recommendation Staff recommends approval.

Documents:

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

3. License Renewal - Massage Therapy Business Establishment and Massage Therapist License - Nicole Wiehe with Spa Rapha

Action Make a motion to approve the City Clerk to renew the Business Establishment and Massage Therapist licenses for Nicole Wiehe at Spa Rapha Massage and Craniosacral Therapy LLC.

Recommendation Staff recommends approval.

Documents:

4. 3rd Quarter Financial Reports

Action Make a motion to approve the 3rd Quarter 2024 Financial Reports

Recommendation

Documents:

1. 3rd Quarter 2024 Budget Report
2. 3rd Quarter 2024 Treasurer's Report
3. 3rd Quarter 2024 Investment Report

5. Intergovernmental Service Agreement to Offer Combined Senior Center Trip Opportunities in 2025

Action Make a motion to authorize staff to enter into a service agreement with the City of Olathe to offer combined senior center trip opportunities.

Recommendation Staff recommends approval.

Documents:

1. Intergovernmental Service Agreement 2025 Trips OlatheBonnerSprings

6. FTA/DOT Drug and Alcohol Policy - Tiblow Transit

Action Make a motion to approve the drug and alcohol policy for Tiblow Transit as presented.

Recommendation Staff recommends approval.

Documents:

1. FTA/DOT Drug & Alcohol Policy

7. KDOT Employee Assistance Program Policy - Tiblow Transit

Action Make a motion to approve the employee assistance program policy for Tiblow Transit as presented.

Recommendation Staff recommends approval.

Documents:

1. Employee Assistance Program - Tiblow Transit

OLD BUSINESS

NEW BUSINESS

1. FP-03-24 - Replat of Tract A of Deerfield Village for the Bonner Springs Senior Villas

Action Make a motion to accept the dedication of right of way and easements as shown for the Bonner Springs Senior Villas plat.

Recommendation Staff and the Planning Commission recommend approval

Documents:

1. Complete Staff Report - Replat - FP-03-24 - Bonner Springs Senior Villas
2. 10.15.24 PC Minutes

2. Resolution to Amend the Development Agreement for the Sandstone Reinvestment Housing Incentive District (RHID).

Action Make a motion to table the consideration of a resolution to amend and restate the Development Agreement for the Sandstone RHID until the December 16, 2024, City Council meeting.

Recommendation Staff and bond counsel recommend approval.

Documents:

1. Amended and Restated Development Agreement - Bonner Springs, KS - Sandstone

- RHID
2. Resolution No. 2024-__ (AR Development Agreement) - Bonner Springs, KS - Sandstone RHID

3. Notice of Public Hearing for 2024 Budget Amendments

Action Make a motion to approve the public hearing notice and schedule a public hearing for the 2024 Budget Amendments for Monday, November 25, 2024.

Recommendation Staff recommends approval.

Documents:

1. Budget Hearing Notice for 2024 Budget Amendments

REPORTS

1. City Manager's Report

Documents:

1. City Managers Update 11-8-24
2. 311 Solid Waste Reports - 2024
3. 11.6.24 Completed Planning Projects
4. 11.6.24 Pending Planning Projects
5. InCode Building Permit Report
6. InCode Code Enforcement Report

2. City Council Items

3. Mayor's Report

ADJOURNMENT

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Tillie LaPlante

Subject: 2025-2029 Capital Improvement Plan

Recommendation:

Action: As a workshop item, this is for information and discussion only. Based on Council feedback, revisions may be made and consideration of adoption will take place at a future City Council meeting.

Background: Annually, the City Council approves a 5-year Capital Improvement Plan (CIP). The CIP projects capital expenses over several years, split into two sections: Capital Improvement and Capital Equipment.

Capital Improvement items include:

- New fixed assets
- Enhanced existing assets
- Extended lifespan of existing assets

Capital Equipment items include public safety equipment, fleet and street maintenance equipment, and other equipment needed to aid in the City's service to its citizens.

As we end 2024, over \$4.5 million has been spent or designated on various improvements including:

Rubber Tire Loader (\$300,000)
138th Street Improvements (\$1,710,000)
2nd Street & Morse Sidewalk Improvements (\$500,000)
Kansas Avenue Culverts (\$370,000)
Ambulance Replacement (\$395,000)
Police Vehicle Replacements (\$156,000)
City-Wide Server Upgrade (\$200,000)
Gym Floor Renovation (\$135,000)

Discussion: Attached is the proposed 2025-2029 CIP Plan. Over the next five years, the recommended plan invests over \$21 million in emergency services, streets, parks, recreation, and other general capital needs throughout the City.

Some of the Proposed 2025 Capital Improvement Projects and Equipment purchases include:

Community Center Windows Update
Playground Renovations
Pickleball Court Installation

Ambulance Replacement
Ambulance Equipment
Fire Engine Replacement
Bucket Truck Replacement
Dump Truck Replacement
Police Vehicle & In-Car Computer Replacements
Equipment Storage Facility
Lions Park Creek Bank Stabilization
138th Street Project
Trail Master Plan

The CIP will be reviewed and updated annually.

Financial Impact: The attached Capital Improvement & Equipment document includes the proposed 2025-2029 purchase requests and proposed funding sources.

Combined Capital Improvement & Equipment Reserves	2024	2025	2026	2027	2028	2029	Total
Recreation							2025-2029
Recreation Van	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0
Recreation Bus	\$0	\$0	\$0	\$70,000	\$0	\$0	\$70,000
Kelly Murphy Park Drinking Fountain Replacement	\$0	\$0	\$0	\$7,000	\$0	\$0	\$7,000
Park Benches		\$15,000	\$0	\$0	\$0	\$0	\$15,000
Fitness Court Additions (benchs, bike rack, etc.)	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0
Dog Park Renovations (water fountain, shade, agility equipment)	\$0	\$0	\$12,000	\$0	\$26,000	\$0	\$38,000
Musical Art Sculptures along SP2LP trail	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0
Tables & Trash Cans for Pool	\$0	\$23,000	\$0	\$0	\$0	\$0	\$23,000
Tables & Chairs - Comm Center		\$20,000	\$0	\$0	\$0	\$0	\$20,000
ADA Chair Lift - Pool	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0
Trail Master Plan		\$90,000	\$0	\$0	\$0	\$0	\$90,000
Community Center Windows Update	\$2,000	\$185,000	\$0	\$0	\$0	\$0	\$185,000
Center Park Splash Pad		\$300,000	\$150,000	\$150,000	\$0	\$0	\$600,000
Center Park Shelter		\$0	\$90,000	\$0	\$0	\$0	\$90,000
Community Center Bathroom Update	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
Pool Signage	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0
Soccer Field Lights	\$0	\$0	\$0	\$175,000	\$185,000	\$0	\$360,000
Community Center Gym Floor	\$135,000	\$0	\$0	\$0	\$0	\$0	\$0
Community Center Cottonwood Room Floor	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
Sand Volleyball Site Improvements	\$0	\$0	\$0	\$0	\$37,000	\$0	\$37,000
Lighting Update for North Park and Pool	\$0	\$0	\$0	\$110,900	\$0	\$0	\$110,900
Farmers' Market Shelter	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
Trail lighting throughout parks	\$0	\$0	\$0	\$100,000	\$100,000	\$0	\$200,000
Playground Renovations (NP)	\$0	\$100,000	\$150,000	\$0	\$0	\$0	\$250,000
Playground Renovations (LP1T)	\$0	\$0	\$100,000	\$150,000	\$0	\$0	\$250,000
Senior Center Flooring	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
Pickleball Court Installation	\$50,000	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Shade Structures LPF1		\$0	\$105,000	\$105,000	\$0	\$0	\$210,000
Bluegrass Trail		\$0	\$85,000	\$0	\$0	\$0	\$85,000
Gel Coat Pool Slides (2)		\$0	\$0	\$0	\$50,000	\$0	\$50,000
Centennial Park Restroom	\$0	\$0	\$0	\$0	\$92,500	\$92,500	\$185,000
Kelly Murphy Park Restroom	\$0	\$0	\$0	\$0	\$92,500	\$92,500	\$185,000
NP Soccer Field Loop Trail	\$0	\$0	\$42,500	\$42,500	\$0	\$0	\$85,000
Kerry Roberts Park Trail	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000
Kerry Roberts Park Bridge Replacement	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000
Kerry Roberts Park Playground	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
CC Painting	\$10,000	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Pool Deck Rehab	\$0	\$100,000	\$100,000	\$100,000	\$0	\$0	\$300,000
Baseball Light Upgrades	\$0	\$143,000	\$143,000	\$143,000	\$0	\$0	\$429,000
Water blast entire pool, paint 1-2 layers	\$0	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Total Recreation	\$332,000	\$1,146,000	\$1,057,500	\$1,153,400	\$783,000	\$465,000	\$4,604,900

Combined Capital Improvement & Equipment Reserves	2024	2025	2026	2027	2028	2029	Total
Economic Development							
City Signs	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0
Planning Sustainable Places Projects	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$80,000
Art Sculpture	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Vehicle - Building Inspector	\$0	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Total Economic Development	\$80,000	\$75,000	\$35,000	\$35,000	\$35,000	\$15,000	\$195,000
City Hall - Building & Grounds							
Server Upgrades	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0
Total City Hall - Building & Grounds	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0
Police							
K9 Replacement	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
K9 - Narcotics			\$30,000	\$0	\$0	\$0	\$30,000
Shield Replacement	\$0	\$16,000	\$0	\$0	\$0	\$0	\$16,000
In-Car Laptop Computer Replacements	\$0	\$53,500	\$0	\$0	\$0	\$0	\$53,500
Flock LPR Cameras - Locations in Community	\$0	\$0	\$0	\$24,000	\$0	\$0	\$24,000
Server Upgrade	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Addition		\$0	\$0	\$0	\$0	\$0	\$0
Police Vehicle Replacement	\$156,000	\$80,500	\$161,000	\$80,500	\$80,500	\$80,500	\$483,000
Total Police	\$256,000	\$150,000	\$191,000	\$104,500	\$80,500	\$110,500	\$636,500
Fire							
Concrete/Pavement	\$15,000	\$0	\$90,000	\$0	\$0	\$0	\$90,000
Bay Floor Sealing	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
Station Interior (Carpet/Paint)	\$0	\$0	\$25,000	\$0	\$0	\$0	\$25,000
Station Exterior	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Station Roof	\$50,000	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Bay Doors	\$0	\$0	\$0	\$0	\$85,000	\$0	\$85,000
Joint Agency NE Station (Fire/EMS/PD)	\$0	\$0	\$0	\$0	\$0	\$8,500,000	\$8,500,000
Bunkroom Expansion	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Ambulance replacement	\$395,000	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Powerload & PowerCot (2)	\$0	\$120,000	\$0	\$0	\$0	\$0	\$120,000
Cardiac Monitor (2)	\$0	\$120,000	\$0	\$0	\$0	\$0	\$120,000
Fire Hose & Appliances	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0
Extraction/Rescue Equipment	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Server Upgrade	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
Fire Apparatus - Engine 91	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Fire Apparatus - Type 3 Engine	\$0	\$0	\$0	\$0	\$0	\$425,000	\$425,000
Fire Apparatus - Tender/Tanker	\$0	\$0	\$0	\$0	\$0	\$375,000	\$375,000
Engine Loose Equipment	\$0	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Fire Ladder Truck (\$400,000 pmt in 2024+10 year lease/purchase)	\$208,000	\$208,000	\$208,000	\$208,000	\$208,000	\$208,000	\$1,040,000
Vehicle Upfit Costs	\$16,500	\$0	\$0	\$0	\$0	\$0	\$0
Staff Veh - Squad SUV/Utility(2025), Fire Inspector Vehicle (2026)	\$0	\$67,500	\$67,500	\$0	\$0	\$0	\$135,000
Total Fire	\$814,500	\$1,915,500	\$690,500	\$608,000	\$293,000	\$9,508,000	\$13,015,000

Combined Capital Improvement & Equipment Reserves	2024	2025	2026	2027	2028	2029	Total
Public Works							
F150-F350 Units	\$0	\$75,000	\$0	\$150,000	\$0	\$0	\$225,000
Tire Mounted Message Board	\$0	\$25,000	\$0	\$0	\$0	\$0	\$25,000
2015 Dump Truck #553	\$0	\$0	\$0	\$225,000	\$0	\$0	\$225,000
2010 Bucket Truck	\$0	\$275,000	\$0	\$0	\$0	\$0	\$275,000
UTV - Public Works	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
UTV - Scissor Lift Attachment	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
2014 Dump Truck #526	\$0	\$175,000	\$0	\$0	\$0	\$0	\$175,000
Rubber Tire Loader	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
2009 Vactor Truck	\$0	\$0	\$650,000	\$0	\$0	\$0	\$650,000
Salt/Material Spreader Replacement	\$30,000	\$35,000	\$0	\$40,000	\$0	\$0	\$75,000
Snow Plow Replacement	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$16,000
Mowing Equipment Replacements - Replacement of Grasshopper Units	\$18,000	\$18,000	\$0	\$0	\$0	\$0	\$18,000
Mowing Equipment Replacements - Replacement of a Tractor Mower Unit	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Facility Fencing, Gates, and Site Security	\$0	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Equipment Storage Facility (shared cost with Wtr & Wastewater Funds)	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Lions Park Creek Bank Stabilization	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Kansas Avenue Culverts	\$370,000	\$0	\$0	\$0	\$0	\$0	\$0
Trails & Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2nd Street Sidewalk Improvements	\$259,240	\$0	\$0	\$0	\$0	\$0	\$0
Morse Sidewalk & Culvert Improvements	\$245,345	\$0	\$0	\$0	\$0	\$0	\$0
Total Public Works	\$1,263,585	\$944,000	\$700,000	\$415,000	\$0	\$0	\$2,059,000
Transportation							
138th Street Improvement Project (STBGP grant)	\$0	\$745,000	\$0	\$0	\$0	\$0	\$745,000
138th Street Improvement Project (STBGP grant)	\$1,710,000	\$32,772	\$0	\$0	\$0	\$0	\$32,772
Total Transportation	\$1,710,000	\$777,772	\$0	\$0	\$0	\$0	\$777,772
Total	\$4,526,085	\$5,008,272	\$2,674,000	\$2,315,900	\$1,191,500	\$10,098,500	\$21,288,172
Funding Sources							
CIP & Equipment Reserve Funds	\$1,136,000	\$4,037,000	\$1,685,500	\$1,511,400	\$727,000	\$465,000	\$8,425,900
Special Parks & Recreation Fund	\$50,000	\$58,000	\$92,000	\$77,000	\$76,000	\$0	\$303,000
Recreation Programs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0
Emergency Services Capital	\$1,070,500	\$665,500	\$881,500	\$712,500	\$373,500	\$1,118,500	\$3,751,500
CIFI Funds from County	\$504,585	\$0	\$0	\$0	\$0	\$0	\$0
Debt Payments			\$0	\$0	\$0	\$8,500,000	\$8,500,000
Tourism Fund	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Capital Improvement Sales Tax Fund	\$1,710,000	\$232,772	\$0	\$0	\$0	\$0	\$232,772
Total Funding Sources	\$4,526,085	\$5,008,272	\$2,674,000	\$2,315,900	\$1,191,500	\$10,098,500	\$21,288,172

Combined Capital Improvement & Equipment Reserves	2024	2025	2026	2027	2028	2029	Total
Estimated Revenue - Annually							
Transfer from General Fund for CIP & Eq Res	\$5,970,000	\$2,360,000					
County Infrastructure Funds	\$500,000						
Special Parks & Recreation	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Emergency Services Sales Tax	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	
Capital Improvement Sales Tax	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	
CIP & Eq Res	2024	2025	2026	2027	2028	2029	
Estimated Beg Balance	\$1,898,571	\$6,301,774	\$4,624,774	\$2,939,274	\$1,427,874	\$700,874	*
Transfer from General Fund	\$5,970,000	\$2,360,000	\$0	\$0	\$0	\$0	
Interest earned/Cancel Pr Yr Encumb	\$72,800						
Reserved for Building Project	\$503,597						
Use of Funds	\$1,136,000	\$4,037,000	\$1,685,500	\$1,511,400	\$727,000	\$465,000	
Estimated End Balance	\$6,301,774	\$4,624,774	\$2,939,274	\$1,427,874	\$700,874	\$235,874	*
Special Parks & Recreation							
Estimated Beg Balance	\$170,634	\$202,634	\$248,634	\$260,634	\$287,634	\$315,634	
Estimated Revenue	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Interest	\$7,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	
Other Revenue							
Other Expenditures	\$25,000						
Use of Funds	\$50,000	\$58,000	\$92,000	\$77,000	\$76,000	\$0	
Estimated End Balance	\$202,634	\$248,634	\$260,634	\$287,634	\$315,634	\$419,634	
Emergency Services Capital							
Estimated Beg Balance	\$884,786	\$295,963	\$330,463	\$148,963	\$136,463	\$462,963	
Estimated Revenue	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	
Interest	\$40,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Debt on Current Building	\$253,323	\$0	\$0	\$0	\$0	\$0	
Reserve for last year of Current Bldg Debt - 2024	\$0	\$0	\$0	\$0	\$0	\$0	
Use of Funds	\$1,070,500	\$665,500	\$881,500	\$712,500	\$373,500	\$1,118,500	
Estimated End Balance	\$295,963	\$330,463	\$148,963	\$136,463	\$462,963	\$44,463	
Capital Improvement Sales Tax							
Estimated Beg Balance	\$1,906,920	\$441,920	\$414,148	\$419,148	\$424,148	\$429,148	
Estimated Revenue	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	\$695,000	
Interest	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
Transfer to Street Fund	\$500,000	\$500,000	\$700,000	\$700,000	\$700,000	\$700,000	
Use of Funds	\$1,710,000	\$232,772	\$0	\$0	\$0	\$0	
Estimated End Balance	\$441,920	\$414,148	\$419,148	\$424,148	\$429,148	\$434,148	
*Industrial Revenue Bond Origination Fees - Restricted for Ec Development							
Beginning Balance	\$276,270	\$211,270	\$211,270	\$211,270	\$211,270	\$211,270	
Expenditures	\$65,000	\$0	\$0	\$0	\$0	\$0	
Ending Balance	\$211,270	\$211,270	\$211,270	\$211,270	\$211,270	\$211,270	

Capital Improvements - General Fund	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Recreation						
Trail Master Plan		\$90,000				
Community Center Windows Update	\$2,000	\$185,000				
Center Park Splash Pad		\$300,000	\$150,000	\$150,000		
Center Park Shelter			\$90,000			
Community Center Bathroom Update	\$20,000					
Pool Signage	\$7,000					
Soccer Field Lights				\$175,000	\$185,000	
Community Center Gym Floor	\$135,000					
Community Center Cottonwood Floor	\$15,000					
Sand Volleyball Site Improvements					\$37,000	
Lighting Update for North Park and Pool				\$110,900		
Farmers' Market Shelter	\$10,000					
Trail lighting - throughout parks				\$100,000	\$100,000	
Engineering Services for Phase V trail connection						
Playground Renovations (NP)		\$100,000	\$150,000			
Playground Renovations (LP1T)			\$100,000	\$150,000		
Senior Center Flooring	\$20,000					
Pickleball Court Installation	\$50,000	\$150,000				
Shade Structures LPF1			\$105,000	\$105,000		
Bluegrass Trail			\$85,000			
Gel Coat Pool Slides (2)					\$50,000	
Centennial Park Restroom					\$92,500	\$92,500
Kelly Murphy Park Restroom					\$92,500	\$92,500
NP Soccer Field Loop Trail			\$42,500	\$42,500		
Kerry Roberts Park Trail						\$80,000
Kerry Roberts Park Bridge Replacement					\$200,000	
Kerry Roberts Park Playground						\$200,000
CC Painting	\$10,000	\$20,000				
Pool Deck Rehab		\$100,000	\$100,000	\$100,000		
Baseball Light Upgrades		\$143,000	\$143,000	\$143,000		
Water blast entire pool, paint 1-2 layers			\$80,000			
Total Recreation	\$269,000	\$1,088,000	\$1,045,500	\$1,076,400	\$757,000	\$465,000
Economic Development						
City Signs	\$65,000					
Planning Sustainable Places (Matching grant funds)		\$20,000	\$20,000	\$20,000	\$20,000	
Art Sculpture	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Economic Development	\$80,000	\$35,000	\$35,000	\$35,000	\$35,000	\$15,000

Capital Improvements - General Fund	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
City Hall - Building & Grounds						
Avigilon Updates	\$0					
Server Upgrade	\$70,000					
Total City Hall - Building & Grounds	\$70,000	\$0	\$0	\$0	\$0	
Fire						
Concrete/Pavement	\$15,000	\$0	\$90,000			
Bay Floor Sealing	\$15,000					
Station Interior (Carpet/Paint)			\$25,000			
Station Exterior						
Station Roof	\$50,000			\$400,000		
Bay Doors					\$85,000	
HVAC Roof Unit Replacement						
Joint Agency NE Station (Fire/EMS/PD)						\$8,500,000
Bunkroom Expansion			\$50,000			
Total Fire	\$80,000	\$0	\$165,000	\$400,000	\$85,000	\$8,500,000
Public Works						
Facility Fencing, Gates, and Site Security		\$25,000				
Replace garage doors - PW Facility						
Facility Bathroom Improvements	\$0	\$0				
Storage Bldg Expansion - 1 Bay - Cemetery						
Equipment Storage Facility (shared cost with Wtr & Wastewater Funds)		\$200,000				
Lions Park Creek Bank Stabilization		\$100,000				
Playground Safety Surface Replacement						
Kansas Avenue Culvert Improvements	\$370,000					
Trails & Sidewalks						
2nd Street Sidewalk Improvements	\$259,240					
Morse Sidewalk & Culvert Improvements	\$245,345					
Total Public Works	\$874,585	\$325,000	\$0	\$0	\$0	\$0
Transportation						
138th Street Improvement Project (STBGP grant)		\$745,000				
138th Street Improvement Project (STBGP grant)	\$1,710,000	\$32,772				
Traffic Signal Upgrades/Improvements						
Total Transportation	\$1,710,000	\$777,772	\$0	\$0	\$0	\$0
Total	\$3,083,585	\$2,225,772	\$1,245,500	\$1,511,400	\$877,000	\$8,980,000

Equipment Plan

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Recreation						
Recreation Van	\$40,000					
Recreation Bus				\$70,000		
Fitness Court						
Kelly Murphy Park Drinking Fountain Replacement				\$7,000		
Park Benches		\$15,000				
Fitness Court Additions (benchs, bike rack, etc.)	\$8,000					
Dog Park Renovations (water fountain, shade, agility equipment)			\$12,000		\$26,000	
Musical Art Sculptures along SP2LP trail	\$8,000					
Tables & Trash Cans for Pool		\$23,000				
Tables & Chairs - Comm Center		\$20,000				
ADA Chair Lift - Pool	\$7,000					
Total Recreation	\$63,000	\$58,000	\$12,000	\$77,000	\$26,000	\$0
Economic Development						
Code Enforcement Vehicle						
Inspector Vehicle	\$0	\$40,000				
Total Economic Development	\$0	\$40,000	\$0	\$0	\$0	\$0
Police						
K9 Replacement						\$30,000
K9 - Narcotics			\$30,000			
Weapons Upgrade						
Shield Replacement		\$16,000				
In-Car Laptop Computer Replacement		\$53,500				
Flock LPR Cameras - Locations in Community				\$24,000		
Tasers (23)						
Server Upgrade	\$100,000					
Animal Control Facility Upgrades						
Vehicle Addition						
Police Vehicle Replacement	\$156,000	\$80,500	\$161,000	\$80,500	\$80,500	\$80,500
Total Police	\$256,000	\$150,000	\$191,000	\$104,500	\$80,500	\$110,500

Equipment Plan

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Fire						
Ambulance replacement	\$395,000	\$400,000				
Powerload & PowerCot		\$120,000				
Cardiac Monitor		\$120,000				
Lucas Device			\$0			
Radio Replacement						
Ventilation Fans						
AED/Monitor Refurbishing						
Fire Hose & Appliances	\$85,000					
Extraction/Rescue Equipment			\$50,000			
Server Upgrade	\$30,000					
Fire Apparatus - Engine 91		\$1,000,000				
Fire Apparatus - Type 3 Engine						\$425,000
Fire Apparatus - Tender/Tanker						\$375,000
Fire Apparatus - Quick Response/Utility 1			\$0			
Engine Loose Equipment			\$200,000			
Fire Ladder Truck (\$400,000 pmt in 2024+10 year lease/purchase)	\$208,000	\$208,000	\$208,000	\$208,000	\$208,000	\$208,000
Vehicle Upfit Costs	\$16,500					
Fire Staff Vehicles		\$67,500	\$67,500			
Total Fire	\$734,500	\$1,915,500	\$525,500	\$208,000	\$208,000	\$1,008,000
Public Works						
F150-F350 Units		\$75,000		\$150,000		
Tire Mounted Message Board		\$25,000				
2015 Dump Truck #553				\$225,000		
2010 Bucket Truck		\$275,000				
Excavator						
UTV - Public Works	\$15,000					
UTV - Scissor Lift Attachment	\$10,000					
2009 Dump Truck #525						
Brush Chipper (Parks & Streets)						
2014 Dump Truck #526		\$175,000				
Rubber Tire Loader	\$300,000					
2009 Vactor Truck			\$650,000			
Chemical Blending Station & Equipment						
Salt Brine Storage Tank						
Salt/Material Spreader Replacement	\$30,000	\$35,000		\$40,000		
Snow Plow Replacement	\$16,000	\$16,000				
Mowing Equipment Replacements - Replacement of Grasshopper Units	\$18,000	\$18,000				
Mowing Equipment Replacements - Replacement of a Tractor Mower Unit/Attachments			\$50,000			
Total Public Works	\$389,000	\$619,000	\$700,000	\$415,000	\$0	\$0
Total	\$1,442,500	\$2,782,500	\$1,428,500	\$804,500	\$314,500	\$1,118,500

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From:

Subject: Swearing In New Police Officer

Recommendation:

Action:

Background: Chief Naff will present new Bonner Springs Police Officer, Matthew Doane, and the City Clerk will administer the Law Enforcement Oath.

Discussion:

Financial Impact:

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From:

Subject: Minutes of the October 28, 2024 City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes of the October 28, 2024 City Council meeting as presented.

Background:

Discussion:

Financial Impact:



City of Bonner Springs

KANSAS

City Council Meeting Minutes
October 28, 2024

WORKSHOP - 6:00 P.M.

1. Ordinance Change Request – The recreation coordinator reviewed proposed changes to the alcohol ordinances, to allow alcohol at specific, city-sponsored recreation activities.
2. Code Enforcement Process and Next Steps – The community development director reviewed the processes for code enforcement violations. He explained when violations are handled by code enforcement and when they are handled by the police department.

CITY COUNCIL MEETING - 7:30 P.M.

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

City Staff Present: Amber Vogan, Interim City Manager; Chris Brake, City Clerk; Mark Lee, Community Development Director; Mark Stites, Codes Enforcement Officer; Megan Gilliland, Economic Development Coordinator Frank Abart, Public Works Director; Nathan Brungardt, Recreation Coordinator and Billy Naff, Police Chief

Others Present: Tyler Ellsworth, Kutak Rock, City Bond Counsel; Greg Kindle, Wyandotte County Economic Development Council

Invocation – Pastor Melva Jarrett, Christ First Ministries, gave the invocation.

Member of Scout Troop 149, Douglas, attended the meeting and led the pledge of allegiance.

PRESENTATIONS

1. The Mayor presented a proclamation Recognizing Veterans' Day.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA. - None Presented

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

1. Minutes of the October 14, 2024, City Council meeting
2. Claims for City Operations

OLD BUSINESS - None presented.

NEW BUSINESS -

1. **Wastewater Plant Computer System Integration - Approve Sole-Source Provider** - Gurley moved and Wood seconded to approve Durkin as the sole-source provider for the wastewater plant computer system integration for the amount of \$48,730.76. Unanimous approval. Gurley moved and Shannon seconded to close the public hearing at 7:40 p.m. Unanimous approval.

2. **Executive Session for Consultation with an Attorney, K.S.A. 75-4319(b)(2)** - Shannon moved and Gurley seconded to go into executive session for consultation with an attorney pursuant to exception K.S.A. 75-4319(b)(2) for the purpose of discussing an economic development project. The open meeting will resume in the council chamber at 8:20 p.m. Unanimous approval.

Gurley moved and Shannon seconded to resume the open meeting with no action taken at 8:20 p.m. Unanimous approval.

Gurley moves and Shannon seconded to go into executive session for consultation with an attorney pursuant to exception K.S.A. 75-4319(b)(2) for the purpose of discussing an economic development project. The open meeting will resume in the council chamber at 8:45 p.m. Unanimous approval.

Shannon moved and Gurley seconded to resume the open meeting with no action taken at 8:51 p.m. Unanimous approval.

REPORTS

1. **City Manager's Report –**

Staff posted an RFI for trash service. The RFI closes November 18th. A representative from WM will be at the November 12th workshop to discuss options under the current contract. Staff will discuss the results of the RFI at the November 25th workshop.

2. **City Council Items**

- Blanks - thanked Library and Parks and Rec for amazing spooky activities. October 31 Advena Living is doing a haunted hallways event with their residents, the public is invited. Don't forget to vote on 5th. Jim Jenkins and members of the VFW will be guest speakers at the Chamber luncheon on November 7th. The Rotary Club is holding their Pints for Polio fundraiser on November 7th from 4-8pm at the Fuel House. Vaughn Trent has a list of items they are collecting to put into the Christmas baskets.,

3. **Mayor's Report –**

Thanked the Parks and Recreation department for bringing the Haunted Story trail back to Lion's Park.

ADJOURNMENT - Shannon moved and Blanks seconded to adjourn the City Council meeting at 8:51 p.m. Unanimous approval

Christina Brake, City Clerk

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Sarah Frehe

Subject: Claims for City Operations

Recommendation: Staff recommends approval.

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

Background: Staff enclosed the regular claims for City operations in the amount of \$649,087.02 and the utility refunds in the amount of \$191.41.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00841 - 11/8/2024 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
12061	AARON CALDWELL	11/08/2024	Regular	0.00	750.00	154923
11701	ALL COPY PRODUCTS INC	11/08/2024	Regular	0.00	1,405.58	154924
10078	AMAZON CAPITAL SERVICES INC	11/08/2024	Regular	0.00	2,496.09	154925
3303	ASPHALT SALES CO INC	11/08/2024	Regular	0.00	759.13	154926
5615	AT&T	11/08/2024	Regular	0.00	306.02	154927
11920	ATHLETES OF TOMORROW	11/08/2024	Regular	0.00	100.00	154928
9842	AUTOZONE	11/08/2024	Regular	0.00	14.17	154929
7514	AXIOM INSTRUMENTATION SERVICE	11/08/2024	Regular	0.00	347.34	154930
1917	BATTERIES PLUS	11/08/2024	Regular	0.00	123.84	154931
10140	BEVERLY S MILLS	11/08/2024	Regular	0.00	33.75	154932
12688	BOARD OF PUBLIC UTILITIES	11/08/2024	Regular	0.00	47,856.19	154933
12687	BONNER SPRINGS LIBRARY	11/08/2024	Regular	0.00	8,510.83	154934
4172	BOUND TREE MEDICAL LLC	11/08/2024	Regular	0.00	711.72	154935
11303	BRITTANY LENTZ	11/08/2024	Regular	0.00	100.00	154936
12776	BRYCE JOHNSON	11/08/2024	Regular	0.00	100.00	154937
12718	CAMERON RAE MITCHENER	11/08/2024	Regular	0.00	6,000.00	154938
11793	CHARTER COMMUNICATIONS HOLD	11/08/2024	Regular	0.00	256.98	154939
12738	CHELSEA LAUB	11/08/2024	Regular	0.00	600.00	154940
10027	CINTAS	11/08/2024	Regular	0.00	1,298.94	154941
2410	CITY TREASURER KCK	11/08/2024	Regular	0.00	36,529.67	154942
11908	CMRS-FP	11/08/2024	Regular	0.00	800.00	154943
12711	CONLEY SITEWORK & UTILITIES INC	11/08/2024	Regular	0.00	258,051.15	154944
12725	CONRAD FIRE EQUIPMENT INC	11/08/2024	Regular	0.00	20,826.34	154945
12689	CORE & MAIN LP	11/08/2024	Regular	0.00	2,622.00	154946
2216	CROSBY PLUMBING	11/08/2024	Regular	0.00	3,747.00	154947
7567	DANKO EMERGENCY EQUIPMENT CC	11/08/2024	Regular	0.00	883.56	154948
10287	DAVE M BREDE	11/08/2024	Regular	0.00	323.70	154949
7350	DEBRA FISHER	11/08/2024	Regular	0.00	360.00	154950
12684	DEFFENBAUGH INDUSTRIES INC	11/08/2024	Regular	0.00	912.59	154951
10964	EVERGY FKA KCP&L	11/08/2024	Regular	0.00	458.44	154952
10942	EVERGY KANSAS CENTRAL INC FKA V	11/08/2024	Regular	0.00	48,045.65	154953
10220	EVERLASTING SIGN INC	11/08/2024	Regular	0.00	651.97	154954
5516	EXECUTIVE MARKETING PROMOTIOI	11/08/2024	Regular	0.00	141.75	154955
1532	GT DISTRIBUTORS INC	11/08/2024	Regular	0.00	54.00	154956
12160	GUARDIAN SECURITY SYSTEMS INC	11/08/2024	Regular	0.00	222.57	154957
12771	HEATHER LANDON	11/08/2024	Regular	0.00	594.45	154958
10304	INSTITUTE FOR BUILDING TECHNOLC	11/08/2024	Regular	0.00	25,783.28	154959
12774	JENNY RODRIGUEZ	11/08/2024	Regular	0.00	100.00	154960
10555	KBI LAB	11/08/2024	Regular	0.00	800.00	154961
10214	KC AUCTION DIRECT LLC	11/08/2024	Regular	0.00	524.95	154962
11826	KENNETH CROSBY	11/08/2024	Regular	0.00	3,890.00	154963
3003	LAKE OF THE FOREST INC	11/08/2024	Regular	0.00	247.00	154964
3030	LEAGUE OF KANSAS MUNICIPALITIES	11/08/2024	Regular	0.00	185.00	154965
1836	LOWE'S CREDIT SERVICES	11/08/2024	Regular	0.00	528.92	154966
12773	LYNN FLINN	11/08/2024	Regular	0.00	100.00	154967
9879	MAINSTREET CREDIT UNION	11/08/2024	Regular	0.00	845.00	154968
8001	MIDWEST PUBLIC RISK	11/08/2024	Regular	0.00	99,754.00	154969
7206	NATIONAL INSURANCE MARKETING	11/08/2024	Regular	0.00	2,098.84	154970
12682	O'REILLY AUTOMOTIVE INC	11/08/2024	Regular	0.00	23.14	154971
6624	OVIVO USA, LLC	11/08/2024	Regular	0.00	9,760.50	154972
11541	PEREGRINE CORPORATION	11/08/2024	Regular	0.00	611.87	154973
3531	PERRY AND TRENT LLC	11/08/2024	Regular	0.00	6,132.00	154974
11867	PI MANAGED SERVICES LLC	11/08/2024	Regular	0.00	2,065.00	154975
11644	PROGRESSIVE ELECTRONICS INC	11/08/2024	Regular	0.00	5,144.00	154976

Check Register

Packet: APPKT00841-11/8/2024 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10030	QUALITY SPEAKS LLC	11/08/2024	Regular	0.00	88.38	154977
10641	REDISHRED KANSAS INC	11/08/2024	Regular	0.00	127.16	154978
11773	RONALD TILDEN	11/08/2024	Regular	0.00	1,063.30	154979
12427	SAMANTHA SCHMELTZ	11/08/2024	Regular	0.00	100.00	154980
7670	STAPLES CONTRACT & COMMERCIAL	11/08/2024	Regular	0.00	271.91	154981
12778	TALEWISE LLC	11/08/2024	Regular	0.00	500.00	154982
12775	THE EMPLOYER'S RESOURCE LLC	11/08/2024	Regular	0.00	550.00	154983
10854	THE JATH GROUP INC	11/08/2024	Regular	0.00	5,051.39	154984
12777	TONYA THOMAS	11/08/2024	Regular	0.00	100.00	154985
12728	VERSATERM PUBLIC SAFETY US INC	11/08/2024	Regular	0.00	11,500.00	154986
12772	WAGNER AUTO BODY & SALES	11/08/2024	Regular	0.00	1,000.00	154987
7375	WATCHMEN SECURITY SERVICES LLC	11/08/2024	Regular	0.00	198.94	154988
11421	WEX INC	11/08/2024	Regular	0.00	8,082.52	154989
12658	WHITE LAWN & LANDSCAPE LLC	11/08/2024	Regular	0.00	5,380.00	154990
10810	WILLIAM F TUCKER	11/08/2024	Regular	0.00	200.00	154991
8411	WILSON & COMPANY INC ENGINEER	11/08/2024	Regular	0.00	9,284.50	154992

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	137	70	0.00	649,087.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	137	70	0.00	649,087.02



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12061 - AARON CALDWELL				
AARON CALDWELL	23718	11/05/2024	SERVICE GARAGE DOOR	562.50
AARON CALDWELL	24019	11/05/2024	REPLACE CABLES ON GARAGE DOORS	187.50
			Vendor 12061 - AARON CALDWELL Total:	750.00
Vendor: 11701 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	83062020	11/05/2024	AUGUST USAGE (COPY) CHARGES	172.99
ALL COPY PRODUCTS INC	83062020	11/05/2024	OCTOBER LEASE/FEES	561.48
ALL COPY PRODUCTS INC	83158222	11/05/2024	SEPTEMBER USAGE (COPY) CHARGES	109.63
ALL COPY PRODUCTS INC	83158222	11/05/2024	NOVEMBER LEASE/FEES	561.48
			Vendor 11701 - ALL COPY PRODUCTS INC Total:	1,405.58
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I...	11HQ-N91L-9TQR	11/05/2024	OFFICE SUPPLIES	84.54
AMAZON CAPITAL SERVICES I...	11HQ-N91L-9TQR	11/05/2024	WORK BOOT STORAGE CUBBY	41.99
AMAZON CAPITAL SERVICES I...	16G6-LTC1-34M9	11/05/2024	FOLDING MACHINE FOR LEAD PIPE LETRERS	504.20
AMAZON CAPITAL SERVICES I...	1C13-JG9W-K43X	11/05/2024	IPAD STAND/PROTECTIVE CASE	51.98
AMAZON CAPITAL SERVICES I...	1C7X-VNNX-3LHK	11/05/2024	RETURN THERMOSTAT	-306.26
AMAZON CAPITAL SERVICES I...	1DR9-J9TD-7GNX	11/05/2024	OFFICE SUPPLIES	35.33
AMAZON CAPITAL SERVICES I...	1L6P-3TNV-YLCL	11/05/2024	THERMAL LAMINATING SHEETS	39.98
AMAZON CAPITAL SERVICES I...	1LFW-6W4W-C7X9	11/05/2024	CAD TABLE CASE	63.95
AMAZON CAPITAL SERVICES I...	1N4Q-N4KW-KYPV	11/05/2024	IPAD FOR REC PROGRAM/SWIM TEAM	319.00
AMAZON CAPITAL SERVICES I...	1QKQ-9NFY-YTL1	11/05/2024	RETURN PACKING TAPE DISPENSER	-12.26
AMAZON CAPITAL SERVICES I...	1XFD-M1H9-1K9Y	11/05/2024	FLAT PANEL LIGHTS FOR TOOL CAGE	193.90
AMAZON CAPITAL SERVICES I...	1XFD-M1H9-1K9Y	11/05/2024	THERMOSTAT FOR WWTP	297.76
AMAZON CAPITAL SERVICES I...	1XFD-M1H9-1K9Y	11/05/2024	TRASH CANS/COAT RACK/SURGE PROTECTORS	201.87
AMAZON CAPITAL SERVICES I...	1XRG-XW73-R9N1	11/05/2024	GAS SENSOR	399.79
AMAZON CAPITAL SERVICES I...	1XVV-P7N7-46K9	11/05/2024	OFFICE SIGNS	110.59
AMAZON CAPITAL SERVICES I...	1XXL-G1HW-RLL1	11/05/2024	PALLET JACK FOT WTP	469.73
			Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:	2,496.09
Vendor: 3303 - ASPHALT SALES CO INC				
ASPHALT SALES CO INC	157994	11/05/2024	ASPHALT	695.04
ASPHALT SALES CO INC	158169	11/05/2024	ASPHALT	64.09
			Vendor 3303 - ASPHALT SALES CO INC Total:	759.13
Vendor: 5615 - AT&T				
AT&T	0790469593-102524	11/05/2024	SPECIAL CIRCUITS AND ALARMS	32.02
AT&T	0790469593-102524	11/05/2024	SPECIAL CIRCUITS AND ALARMS	134.00
AT&T	0790469593-102524	11/05/2024	SPECIAL CIRCUITS AND ALARMS	140.00
			Vendor 5615 - AT&T Total:	306.02
Vendor: 11920 - ATHLETES OF TOMORROW				
ATHLETES OF TOMORROW	77740781	11/05/2024	REFUND DEPOSIT FOR GYM ON 10/20	100.00
			Vendor 11920 - ATHLETES OF TOMORROW Total:	100.00
Vendor: 9842 - AUTOZONE				
AUTOZONE	3784980674	11/05/2024	ELECTRICAL CONNECTORS	6.98

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AUTOZONE	3784989013	11/05/2024	FOG LIGHT	7.19
Vendor 9842 - AUTOZONE Total:				14.17
Vendor: 7514 - AXIOM INSTRUMENTATION SERVICES				
AXIOM INSTRUMENTATION S...	20-2274	11/05/2024	SENSOR/TERMINAL BOARD FOR WELL #4	347.34
Vendor 7514 - AXIOM INSTRUMENTATION SERVICES Total:				347.34
Vendor: 1917 - BATTERIES PLUS				
BATTERIES PLUS	P76942335	11/05/2024	BATTERIES FOR AIRPACKS	123.84
Vendor 1917 - BATTERIES PLUS Total:				123.84
Vendor: 10140 - BEVERLY S MILLS				
BEVERLY S MILLS	24-304	11/05/2024	NAME PLATE/DOOR SIGN FOR JUDGE LONDON	33.75
Vendor 10140 - BEVERLY S MILLS Total:				33.75
Vendor: 12688 - BOARD OF PUBLIC UTILITIES				
BOARD OF PUBLIC UTILITIES	0004383	11/05/2024	WATER USAGE 9/24/24 - 10/2/24	47,856.19
Vendor 12688 - BOARD OF PUBLIC UTILITIES Total:				47,856.19
Vendor: 12687 - BONNER SPRINGS LIBRARY				
BONNER SPRINGS LIBRARY	0004374	11/05/2024	WY CO TAX DISTRIBUTION	5,965.18
BONNER SPRINGS LIBRARY	0004375	11/05/2024	JO CO TAX DISTRIBUTION	43.48
BONNER SPRINGS LIBRARY	0004376	11/05/2024	10/25/2024 WAGES/BENEFITS	1,264.60
BONNER SPRINGS LIBRARY	0004376	11/05/2024	10/11/2024 WAGES/BENEFITS	1,230.59
BONNER SPRINGS LIBRARY	0004385	11/05/2024	LV CO TAX DISTRIBUTION	6.98
Vendor 12687 - BONNER SPRINGS LIBRARY Total:				8,510.83
Vendor: 4172 - BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	85530010	11/05/2024	MEDICAL SUPPLIES	476.62
BOUND TREE MEDICAL LLC	85539468	11/05/2024	MEDICAL SUPPLIES	235.10
Vendor 4172 - BOUND TREE MEDICAL LLC Total:				711.72
Vendor: 11303 - BRITTANY LENTZ				
BRITTANY LENTZ	78421993	11/05/2024	REFUND DEPOSIT FOR COTTONWOOD ROOM ON 10/19/24	100.00
Vendor 11303 - BRITTANY LENTZ Total:				100.00
Vendor: 12776 - BRYCE JOHNSON				
BRYCE JOHNSON	44522	11/05/2024	EMS CERTIFICATION FEE REIMBURSEMENT	50.00
BRYCE JOHNSON	44523	11/05/2024	EMS CERTIFICATION FEE REIMBURSEMENT	50.00
Vendor 12776 - BRYCE JOHNSON Total:				100.00
Vendor: 12718 - CAMERON RAE MITCHENER				
CAMERON RAE MITCHENER	2	11/05/2024	FINAL INVOICE FOR MURAL AT 135 OAK	6,000.00
Vendor 12718 - CAMERON RAE MITCHENER Total:				6,000.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDING LLC				
CHARTER COMMUNICATIONS...	152146701101424	11/05/2024	FD INTERNET SERVICES	256.98
Vendor 11793 - CHARTER COMMUNICATIONS HOLDING LLC Total:				256.98
Vendor: 12738 - CHELSEA LAUB				
CHELSEA LAUB	139369-000104	11/05/2024	ENNEGRAM 101	600.00
Vendor 12738 - CHELSEA LAUB Total:				600.00
Vendor: 10027 - CINTAS				
CINTAS	4201971974	11/05/2024	CITY HALL JANITORIAL SUPPLIES	256.64
CINTAS	4207944210	11/05/2024	WWTP JANITORIAL SUPPLIES	45.35
CINTAS	4207944252	11/05/2024	PW JANITORIAL SUPPLIES	42.06
CINTAS	4207944252	11/05/2024	WATER JANITORIAL SUPPLIES	42.06
CINTAS	4208681335	11/05/2024	CITY HALL JANITORIAL SUPPLIES	35.00
CINTAS	4208681339	11/05/2024	WWTP JANITORIAL SUPPLIES	38.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CINTAS	4208681363	11/05/2024	PW JANITORIAL SUPPLIES	42.06
CINTAS	4208681363	11/05/2024	WATER JANITORIAL SUPPLIES	42.06
CINTAS	4209243342	11/05/2024	JANITORIAL BUILDING SUPPLIES	351.78
CINTAS	4209388957	11/05/2024	WWTP JANITORIAL SUPPLIES	45.35
CINTAS	4209388969	11/05/2024	PW JANITORIAL SUPPLIES	42.06
CINTAS	4209388969	11/05/2024	WATER JANITORIAL SUPPLIES	42.06
CINTAS	4209388977	11/05/2024	CITY HALL JANITORIAL SUPPLIES	239.09
CINTAS	4210104868	11/05/2024	CITY HALL JANITORIAL SUPPLIES	35.00
Vendor 10027 - CINTAS Total:				1,298.94
Vendor: 2410 - CITY TREASURER KCK				
CITY TREASURER KCK	NOVEMBER 2024	11/05/2024	REFUSE/TRASH COLLECTION FOR 2024	36,529.67
Vendor 2410 - CITY TREASURER KCK Total:				36,529.67
Vendor: 11908 - CMRS-FP				
CMRS-FP	NOVEMBER 2024	11/05/2024	POSTAGE FOR METER	800.00
Vendor 11908 - CMRS-FP Total:				800.00
Vendor: 12711 - CONLEY SITEWORK & UTILITIES INC				
CONLEY SITEWORK & UTILITIE... PMT 1		11/05/2024	Contract for waterline installation on 2nd Street	258,051.15
Vendor 12711 - CONLEY SITEWORK & UTILITIES INC Total:				258,051.15
Vendor: 12725 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	576938	11/05/2024	FIRE GLOVES	162.00
CONRAD FIRE EQUIPMENT INC	578103	11/05/2024	Fire Hose	5,642.20
CONRAD FIRE EQUIPMENT INC	578104	11/05/2024	Fire Hose	12,663.20
CONRAD FIRE EQUIPMENT INC	578117	11/05/2024	Fire Hose	1,716.84
CONRAD FIRE EQUIPMENT INC	578118	11/05/2024	Fire Hose	642.10
Vendor 12725 - CONRAD FIRE EQUIPMENT INC Total:				20,826.34
Vendor: 12689 - CORE & MAIN LP				
CORE & MAIN LP	U253813	11/05/2024	DIST MAINT PARTS	1,992.00
CORE & MAIN LP	V837145	11/05/2024	DIST MAINT PARTS	630.00
Vendor 12689 - CORE & MAIN LP Total:				2,622.00
Vendor: 2216 - CROSBY PLUMBING				
CROSBY PLUMBING	41909790	11/05/2024	REPAIR GAS LINE AT LS #6	947.00
CROSBY PLUMBING	41973182	11/05/2024	REPAIR GRINDER PUMP AT 13510 PIONEER DR	2,800.00
Vendor 2216 - CROSBY PLUMBING Total:				3,747.00
Vendor: 7567 - DANKO EMERGENCY EQUIPMENT CORPORATION				
DANKO EMERGENCY EQUIPM...	138322	11/05/2024	REPLACEMENT HANDTOOLS	883.56
Vendor 7567 - DANKO EMERGENCY EQUIPMENT CORPORATION Total:				883.56
Vendor: 10287 - DAVE M BREDE				
DAVE M BREDE	10222024	11/05/2024	PRE-EMPLOYMENT POLYGRAPH FOR KASTRASKE	323.70
Vendor 10287 - DAVE M BREDE Total:				323.70
Vendor: 7350 - DEBRA FISHER				
DEBRA FISHER	0004371	11/05/2024	CHAIR MASSAGES	360.00
Vendor 7350 - DEBRA FISHER Total:				360.00
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I...	22573-4861-1	11/05/2024	SLUDGE HAULING 10/1/24 - 10/15/24	912.59
Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:				912.59
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0004386	11/05/2024	LED STREET LIGHT ELECTRICAL SERVICE	458.44
Vendor 10964 - EVERGY FKA KCP&L Total:				458.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC... 0004372		11/05/2024	STREETLIGHT ELECTRICAL SERVICE	13,225.08
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	2,282.15
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	169.24
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	1,375.22
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	1,742.35
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	2,366.48
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	1,938.62
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	2,108.01
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	10,450.79
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	11,603.89
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	268.68
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	106.73
EVERGY KANSAS CENTRAL INC... 0004387		11/05/2024	ELECTRIC SERVICE	408.41
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				48,045.65
Vendor: 10220 - EVERLASTING SIGN INC				
EVERLASTING SIGN INC 20389		11/05/2024	REMOVE AND REPLACE GRAPHICS ON UNIT 72	651.97
Vendor 10220 - EVERLASTING SIGN INC Total:				651.97
Vendor: 5516 - EXECUTIVE MARKETING PROMOTIONS				
EXECUTIVE MARKETING PRO... 90215		11/05/2024	KICKBALL CHAMPION SHIRTS	141.75
Vendor 5516 - EXECUTIVE MARKETING PROMOTIONS Total:				141.75
Vendor: 1532 - GT DISTRIBUTORS INC				
GT DISTRIBUTORS INC INV1020567		11/05/2024	UNIFORM PANTS/FLASHLIGHT HOLDER	54.00
Vendor 1532 - GT DISTRIBUTORS INC Total:				54.00
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC				
GUARDIAN SECURITY SYSTEMS... 15290221		11/05/2024	FD SECURITY ALARM MONITORING	60.00
GUARDIAN SECURITY SYSTEMS... 1532418		11/05/2024	ALARM SYSTEM	38.93
GUARDIAN SECURITY SYSTEMS... 1532418		11/05/2024	ALARM SYSTEM	84.72
GUARDIAN SECURITY SYSTEMS... 1532418		11/05/2024	ALARM SYSTEM	38.92
Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:				222.57
Vendor: 12771 - HEATHER LANDON				
HEATHER LANDON 0004378		11/05/2024	OCTOBER MUNICIPAL COURT JUDGE SERVICES	594.45
Vendor 12771 - HEATHER LANDON Total:				594.45
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TEC... R730-BK1-0824R2		11/05/2024	AUGUST INSPECTION FEES	9,181.64
INSTITUTE FOR BUILDING TEC... R730-BK1-0824R2		11/05/2024	AUGUST PLAN REVIEW FEES	3,651.64
INSTITUTE FOR BUILDING TEC... R730-BK1-0924		11/05/2024	SEPTEMBER INSPECTION FEES	8,950.00
INSTITUTE FOR BUILDING TEC... R730-BK1-0924		11/05/2024	SEPTEMBER PLAN REVIEW FEES	4,000.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				25,783.28
Vendor: 12774 - JENNY RODRIGUEZ				
JENNY RODRIGUEZ 75939492		11/05/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 10/19/2024	100.00
Vendor 12774 - JENNY RODRIGUEZ Total:				100.00
Vendor: 10555 - KBI LAB				
KBI LAB K24-00161		11/05/2024	LAB FEE FOR BRIAN PREVETTE	400.00
KBI LAB K24-00364		11/05/2024	LAB FEE FOR CHANTEL SAMPLE	400.00
Vendor 10555 - KBI LAB Total:				800.00
Vendor: 10214 - KC AUCTION DIRECT LLC				
KC AUCTION DIRECT LLC 26539		11/05/2024	VEHICLE INSPECTION ON UNIT 63	35.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
KC AUCTION DIRECT LLC	26582	11/05/2024	OIL CHANGE/TIRE PRESSURE/DOOR LATCH ON UNIT 67	489.95
Vendor 10214 - KC AUCTION DIRECT LLC Total:				524.95
Vendor: 11826 - KENNETH CROSBY				
KENNETH CROSBY	0004379	11/05/2024	REPAIR LEAK IN POOL PIT PLAY FEATURE	1,265.00
KENNETH CROSBY	0004380	11/05/2024	REPLACE TOILET IN WOMEN'S LOCKER ROOM	1,060.00
KENNETH CROSBY	0004381	11/05/2024	CLEAR CLOGGED DRAIN	165.00
KENNETH CROSBY	0004382	11/05/2024	REPLACE PIPE ON PURPLE SLIDE	1,400.00
Vendor 11826 - KENNETH CROSBY Total:				3,890.00
Vendor: 3003 - LAKE OF THE FOREST INC				
LAKE OF THE FOREST INC	NOVEMBER 2024	11/05/2024	LAKE OF THE FOREST - REFUSE PAYMENT	247.00
Vendor 3003 - LAKE OF THE FOREST INC Total:				247.00
Vendor: 3030 - LEAGUE OF KANSAS MUNICIPALITIES				
LEAGUE OF KANSAS MUNICIP...	200014399	11/05/2024	KACM FALL CONFERENCE REGISTRATION	185.00
Vendor 3030 - LEAGUE OF KANSAS MUNICIPALITIES Total:				185.00
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	993522-NUJDNW	11/05/2024	TOOL ROOM SHELVINGS	438.78
LOWE'S CREDIT SERVICES	994521-NUNJRC	11/05/2024	PAINT	43.68
LOWE'S CREDIT SERVICES	995402 -NUNJRK	11/05/2024	EQUIPMENT MAINTENANCE SUPPLIES	46.46
Vendor 1836 - LOWE'S CREDIT SERVICES Total:				528.92
Vendor: 12773 - LYNN FLINN				
LYNN FLINN	8380678	11/05/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 10/20/2024	100.00
Vendor 12773 - LYNN FLINN Total:				100.00
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0004401	11/08/2024	PAYROLL FOR 11/8/2024	845.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				845.00
Vendor: 8001 - MIDWEST PUBLIC RISK				
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	1,800.00
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	12,512.23
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	1,077.92
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	156.00
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	4,304.99
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	1,474.50
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	4,485.55
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	21,775.16
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	3,578.00
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	21,206.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	7,703.12
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	4,872.17
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	4,872.17
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	698.60
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	775.90
MIDWEST PUBLIC RISK	0004377	11/05/2024	NOVEMBER HEALTH, DENTAL & VISION INSURANCE	4,524.08
Vendor 8001 - MIDWEST PUBLIC RISK Total:				99,754.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK...	A029128	11/05/2024	NOVEMBER BENEFITS DIRECT INSURANCE	2,098.84
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				2,098.84
Vendor: 12682 - O'REILLY AUTOMOTIVE INC				
O'REILLY AUTOMOTIVE INC	0264-341485	11/05/2024	WASHER FLUID	4.66
O'REILLY AUTOMOTIVE INC	0264-343654	11/05/2024	CAR FRESHNER/CLEANING WIPES	18.48
Vendor 12682 - O'REILLY AUTOMOTIVE INC Total:				23.14
Vendor: 6624 - OVIVO USA, LLC				
OVIVO USA, LLC	8488519	11/05/2024	Replacement of the East Aerator equipment at WWTP	9,760.50
Vendor 6624 - OVIVO USA, LLC Total:				9,760.50
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	30376	11/05/2024	OCTOBER ROUTE 2 UTILITY BILLS (944/905)	611.87
Vendor 11541 - PEREGRINE CORPORATION Total:				611.87
Vendor: 3531 - PERRY AND TRENT LLC				
PERRY AND TRENT LLC	5035	11/05/2024	SEPTEMBER LEGAL SERVICES	462.00
PERRY AND TRENT LLC	5036	11/05/2024	SEPTEMBER PROSECUTOR SERVICES	5,670.00
Vendor 3531 - PERRY AND TRENT LLC Total:				6,132.00
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	INV0033902	11/05/2024	USER TERMINATION	105.00
PI MANAGED SERVICES LLC	INV0033903	11/05/2024	SETUP BACKUPS FOR NEW IA PRO SERVER	560.00
PI MANAGED SERVICES LLC	INV0033905	11/05/2024	SETUP NEW USER	70.00
PI MANAGED SERVICES LLC	INV0033975	11/05/2024	SETUP 3 LAPTOPS	1,330.00
Vendor 11867 - PI MANAGED SERVICES LLC Total:				2,065.00
Vendor: 11644 - PROGRESSIVE ELECTRONICS INC				
PROGRESSIVE ELECTRONICS I...	0161662-IN	11/05/2024	NEW MICROPHONES FOR COUNCIL ROOM	2,289.00
PROGRESSIVE ELECTRONICS I...	016185-IN	11/05/2024	LABOR FOR INSTALLATION OF NEW MICROPHONES	2,855.00
Vendor 11644 - PROGRESSIVE ELECTRONICS INC Total:				5,144.00
Vendor: 10030 - QUALITY SPEAKS LLC				
QUALITY SPEAKS LLC	7546379	11/05/2024	PD PHONE SERVICES	88.38
Vendor 10030 - QUALITY SPEAKS LLC Total:				88.38
Vendor: 10641 - REDISHRED KANSAS INC				
REDISHRED KANSAS INC	1569520	11/05/2024	CITY HALL SHREDDING SERVICES	64.81
REDISHRED KANSAS INC	1569529	11/05/2024	PD SHREDDING SERVICES	62.35
Vendor 10641 - REDISHRED KANSAS INC Total:				127.16
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	114351	11/05/2024	OIL CHANGE/TIRE BALANCE	182.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
RONALD TILDEN	114392	11/05/2024	NEW FRONT TIRES FOR UNIT 67	176.00
RONALD TILDEN	114399	11/05/2024	OIL CHANGE/NEW TIRES ON BUS #110	705.15
Vendor 11773 - RONALD TILDEN Total:				1,063.30
Vendor: 12427 - SAMANTHA SCHMELTZ				
SAMANTHA SCHMELTZ	78670952	11/05/2024	REFUND DEPOSIT FOR HONEYBEE ROOM ON 10/20/2024	100.00
Vendor 12427 - SAMANTHA SCHMELTZ Total:				100.00
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC				
STAPLES CONTRACT & COMM...	6010622314	11/05/2024	BATTERIES	60.98
STAPLES CONTRACT & COMM...	6014661106	11/05/2024	EPSON PRINTER RIBBON	7.09
STAPLES CONTRACT & COMM...	6014661106	11/05/2024	INK CARTRIDGES	203.84
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:				271.91
Vendor: 12778 - TALEWISE LLC				
TALEWISE LLC	19579	11/05/2024	WEEK 4 2025 FIELD TRIP	500.00
Vendor 12778 - TALEWISE LLC Total:				500.00
Vendor: 12775 - THE EMPLOYER'S RESOURCE LLC				
THE EMPLOYER'S RESOURCE L...	2885	11/05/2024	CUSTOMER SERVICE TRAINING	550.00
Vendor 12775 - THE EMPLOYER'S RESOURCE LLC Total:				550.00
Vendor: 10854 - THE JATH GROUP INC				
THE JATH GROUP INC	88198	11/05/2024	EXTRA CLEANING AT SOUTH PARK ON 9/21/24	125.00
THE JATH GROUP INC	88383	11/05/2024	CITY HALL JANITORIAL SERVICE	1,870.00
THE JATH GROUP INC	88384	11/05/2024	COMMUNITY CENTER JANITORIAL SERVICE	1,480.00
THE JATH GROUP INC	88386	11/05/2024	PD JANITORIAL SERVICES	1,195.00
THE JATH GROUP INC	S-15906	11/05/2024	CITY HALL JANITORIAL SUPPLIES	194.34
THE JATH GROUP INC	S-15907	11/05/2024	COMMUNITY CENTER JANITORIAL SUPPLIES	187.05
Vendor 10854 - THE JATH GROUP INC Total:				5,051.39
Vendor: 12777 - TONYA THOMAS				
TONYA THOMAS	68520305	11/05/2024	REFUND DEPOSIT FOR HONEYBEE ROOM ON 10/25/2024	100.00
Vendor 12777 - TONYA THOMAS Total:				100.00
Vendor: 12728 - VERSATERM PUBLIC SAFETY US INC				
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	Travel Expenses	500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	Blue Team NextGen Training	750.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	Blue Team NextGen Subscription	1,500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	IAPro NextGen Subscription	1,500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	IAPro NextGen Training	1,500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	Travel Expenses	500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	Blue Team NextGen Training	750.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	Blue Team NextGen Subscription	1,500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	IAPro NextGen Training	1,500.00
VERSATERM PUBLIC SAFETY U...	INV37-01573	11/05/2024	IAPro NextGen Subscription	1,500.00
Vendor 12728 - VERSATERM PUBLIC SAFETY US INC Total:				11,500.00
Vendor: 12772 - WAGNER AUTO BODY & SALES				
WAGNER AUTO BODY & SALES	1129BONNER	11/05/2024	DEDUCTIBLE FOR CODE ENFORCEMENT VEHICLE	1,000.00
Vendor 12772 - WAGNER AUTO BODY & SALES Total:				1,000.00
Vendor: 7375 - WATCHMEN SECURITY SERVICES LLC				
WATCHMEN SECURITY SERVIC...	94193	11/05/2024	NOVEMBER COMMUNITY CENTER MONITORING	138.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WATCHMEN SECURITY SERVIC...	94378	11/05/2024	NOVEMBER AQUATIC PARK MONITORING	60.65
Vendor 7375 - WATCHMEN SECURITY SERVICES LLC Total:				198.94
Vendor: 11421 - WEX INC				
WEX INC	100766431	11/05/2024	OCTOBER FUEL	123.80
WEX INC	100766431	11/05/2024	OCTOBER FUEL	679.62
WEX INC	100766431	11/05/2024	OCTOBER FUEL	32.03
WEX INC	100766431	11/05/2024	OCTOBER FUEL	5,277.76
WEX INC	100766431	11/05/2024	OCTOBER FUEL	556.43
WEX INC	100766431	11/05/2024	OCTOBER FUEL	232.39
WEX INC	100766431	11/05/2024	OCTOBER FUEL	713.60
WEX INC	100766431	11/05/2024	OCTOBER FUEL	466.89
Vendor 11421 - WEX INC Total:				8,082.52
Vendor: 12658 - WHITE LAWN & LANDSCAPE LLC				
WHITE LAWN & LANDSCAPE L...	8904	11/05/2024	MISC LAWN SERVICES	4,280.00
WHITE LAWN & LANDSCAPE L...	8905	11/05/2024	MISC LAWN SERVICES	1,100.00
Vendor 12658 - WHITE LAWN & LANDSCAPE LLC Total:				5,380.00
Vendor: 10810 - WILLIAM F TUCKER				
WILLIAM F TUCKER	1924	11/05/2024	CODE ENFORCEMENT MOWING SERVICES	200.00
Vendor 10810 - WILLIAM F TUCKER Total:				200.00
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS				
WILSON & COMPANY INC ENG...	129982	11/05/2024	ENGINEERING SERVICES - COMPASS 70 EROSION CONTROL	1,470.00
WILSON & COMPANY INC ENG...	129982	11/05/2024	ENGINEERING SERVICES - PW PROJECT REVIEWS	420.00
WILSON & COMPANY INC ENG...	129982	11/05/2024	ENGINEERING SERVICES - WTP FINAL OCCUPANCY	921.00
WILSON & COMPANY INC ENG...	129982	11/05/2024	ENGINEERING SERVICES - STORMWATER	2,645.00
WILSON & COMPANY INC ENG...	129984	11/05/2024	Design and development of Sidewalk improvements	2,070.00
WILSON & COMPANY INC ENG...	129985	11/05/2024	Design/Const. Services, Second Street Waterline	840.00
WILSON & COMPANY INC ENG...	129986	11/05/2024	Design Engineering for Library Patio Project	918.50
Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:				9,284.50
Grand Total:				649,087.02



UBPKT02515 - October Utility Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-14152-09	Marsh, Adrian	11/8/2024	154993	23.47			23.47	Generated From Billing
04-00115-03	JL AIR B&B LLC	11/8/2024	154994	65.92			65.92	Generated From Billing
04-14384-07	Stephens, Phillip A	11/8/2024	154995	5.33			5.33	Generated From Billing
05-14872-24	Ingalls-Orr, Lisa L	11/8/2024	154996	88.75			88.75	Generated From Billing
05-15100-28	Perry, Gary	11/8/2024	154997	7.94			7.94	Generated From Billing
Total Refunds: 5				Total Refunded Amount:	191.41			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	191.41
Revenue Total:	191.41

General Ledger Distribution

Posting Date: 11/08/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 430 - Water Treat & Distribu			
430-000-000-011999	Claim On Cash	-191.41	Yes
430-000-000-021205	Unapplied Utility Credits	191.41	
430 Total:		0.00	
Fund: 999 - POOLED CASH			
999-000-000-011100	Cash In Bank	-191.41	
999-000-000-021500	Due To Other Funds	191.41	Yes
999 Total:		0.00	
Distribution Total:		0.00	

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From:

Subject: License Renewal - Massage Therapy Business Establishment and Massage Therapist License - Nicole Wiehe with Spa Rapha

Recommendation: Staff recommends approval.

Action: Make a motion to approve the City Clerk to renew the Business Establishment and Massage Therapist licenses for Nicole Wiehe at Spa Rapha Massage and Craniosacral Therapy LLC.

Background: Nicole Wiehe submitted an application, met the renewal requirements, and paid the fees to renew her Business Establishment and Massage Therapist license at Spa Rapha Massage & Craniosacral Therapy LLC. Staff did not include a copy of the application due to the confidential information it contains.

Discussion:

Financial Impact:

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Tillie LaPlante

Subject: 3rd Quarter Financial Reports

Recommendation:

Action: Make a motion to approve the 3rd Quarter 2024 Financial Reports

Background:

Discussion:

Financial Impact:



Bonner Springs, KS

Budget Report Group Summary

For Fiscal: 2024 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 013 - BONNER SPRING TIF INCREMENT							
Revenue	260,000.00	260,000.00	6,454.17	185,908.55	0.00	-74,091.45	71.50 %
Expense	260,000.00	260,000.00	6,454.17	185,908.55	0.00	74,091.45	71.50 %
Fund: 013 - BONNER SPRING TIF INCREMENT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 300 - General Fund							
Revenue	12,354,672.00	12,733,172.00	1,123,544.04	11,340,610.73	0.00	-1,392,561.27	89.06 %
Expense	18,324,148.00	18,324,148.00	890,745.22	8,507,208.12	47,302.56	9,769,637.32	46.68 %
Fund: 300 - General Fund Surplus (Deficit):	-5,969,476.00	-5,590,976.00	232,798.82	2,833,402.61	-47,302.56	8,377,076.05	-49.83 %
Fund: 410 - Solidwaste							
Revenue	471,945.00	471,945.00	39,402.14	355,253.03	0.00	-116,691.97	75.27 %
Expense	464,917.00	464,917.00	38,743.09	348,687.81	110,330.01	5,899.18	98.73 %
Fund: 410 - Solidwaste Surplus (Deficit):	7,028.00	7,028.00	659.05	6,565.22	-110,330.01	-110,792.79	-1,476.45 %
Fund: 420 - Wastewater Coll & Treat							
Revenue	2,442,250.00	2,713,250.00	293,814.66	2,287,761.15	0.00	-425,488.85	84.32 %
Expense	2,239,324.00	2,239,324.00	111,216.57	1,318,864.70	276,965.87	643,493.43	71.26 %
Fund: 420 - Wastewater Coll & Treat Surplus (Deficit):	202,926.00	473,926.00	182,598.09	968,896.45	-276,965.87	218,004.58	146.00 %
Fund: 430 - Water Treat & Distribu							
Revenue	3,150,839.00	3,397,839.00	366,714.94	2,727,004.44	0.00	-670,834.56	80.26 %
Expense	2,893,922.00	2,893,922.00	166,390.38	1,915,767.03	83,918.68	894,236.29	69.10 %
Fund: 430 - Water Treat & Distribu Surplus (Deficit):	256,917.00	503,917.00	200,324.56	811,237.41	-83,918.68	223,401.73	144.33 %
Fund: 480 - Capital Improvement Sales Tax							
Revenue	695,000.00	745,000.00	69,115.35	608,469.09	0.00	-136,530.91	81.67 %
Expense	500,000.00	500,000.00	0.00	1,690,000.00	0.00	-1,190,000.00	338.00 %
Fund: 480 - Capital Improvement Sales Tax Surplus (Deficit):	195,000.00	245,000.00	69,115.35	-1,081,530.91	0.00	-1,326,530.91	-441.44 %
Fund: 485 - Library Sales Tax							
Revenue	20,000.00	20,000.00	2,321.26	21,504.01	0.00	1,504.01	107.52 %
Expense	201,400.00	201,400.00	1,386.85	1,386.85	31,513.15	168,500.00	16.34 %
Fund: 485 - Library Sales Tax Surplus (Deficit):	-181,400.00	-181,400.00	934.41	20,117.16	-31,513.15	170,004.01	6.28 %
Fund: 492 - BS Center CID Sales Tax							
Revenue	105,000.00	105,000.00	9,297.34	81,218.77	0.00	-23,781.23	77.35 %
Expense	105,000.00	105,000.00	9,297.34	81,218.77	0.00	23,781.23	77.35 %
Fund: 492 - BS Center CID Sales Tax Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2024 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 497 - Cemetery Fund							
Revenue	141,167.00	141,167.00	15,792.20	91,648.44	0.00	-49,518.56	64.92 %
Expense	135,199.00	135,199.00	15,792.20	94,449.18	0.00	40,749.82	69.86 %
Fund: 497 - Cemetery Fund Surplus (Deficit):	5,968.00	5,968.00	0.00	-2,800.74	0.00	-8,768.74	-46.93 %
Fund: 505 - Convention & Tourism							
Revenue	164,000.00	179,000.00	1,572.83	148,245.50	0.00	-30,754.50	82.82 %
Expense	191,035.00	191,035.00	14,804.49	120,864.60	14,563.64	55,606.76	70.89 %
Fund: 505 - Convention & Tourism Surplus (Deficit):	-27,035.00	-12,035.00	-13,231.66	27,380.90	-14,563.64	24,852.26	-106.50 %
Fund: 510 - Debt Service							
Revenue	2,008,673.00	2,008,673.00	52,084.19	2,004,066.41	0.00	-4,606.59	99.77 %
Expense	2,596,879.00	2,596,879.00	0.00	2,019,145.00	0.00	577,734.00	77.75 %
Fund: 510 - Debt Service Surplus (Deficit):	-588,206.00	-588,206.00	52,084.19	-15,078.59	0.00	573,127.41	2.56 %
Fund: 515 - Drug & Alcohol							
Revenue	59,500.00	110,000.00	20,223.98	73,252.47	0.00	-36,747.53	66.59 %
Expense	76,265.00	76,265.00	2,188.75	32,698.75	0.00	43,566.25	42.88 %
Fund: 515 - Drug & Alcohol Surplus (Deficit):	-16,765.00	33,735.00	18,035.23	40,553.72	0.00	6,818.72	120.21 %
Fund: 522 - Emergency Services Capital							
Revenue	722,000.00	735,000.00	68,394.43	579,561.62	0.00	-155,438.38	78.85 %
Expense	837,823.00	837,823.00	103,943.97	875,065.68	28,043.38	-65,286.06	107.79 %
Fund: 522 - Emergency Services Capital Surplus (Deficit):	-115,823.00	-102,823.00	-35,549.54	-295,504.06	-28,043.38	-220,724.44	314.66 %
Fund: 525 - Library							
Revenue	475,288.00	475,288.00	28,589.81	530,087.30	0.00	54,799.30	111.53 %
Expense	475,288.00	475,288.00	9,662.95	511,460.74	0.00	-36,172.74	107.61 %
Fund: 525 - Library Surplus (Deficit):	0.00	0.00	18,926.86	18,626.56	0.00	18,626.56	0.00 %
Fund: 530 - Park Dedication Fund							
Revenue	2,325.00	61,825.00	132.17	18,923.74	0.00	-42,901.26	30.61 %
Fund: 530 - Park Dedication Fund Surplus (Deficit):	2,325.00	61,825.00	132.17	18,923.74	0.00	-42,901.26	30.61 %
Fund: 535 - Risk Management							
Revenue	3,800.00	3,800.00	15,736.53	207,442.09	0.00	203,642.09	5,459.00 %
Expense	109,135.00	109,135.00	8,295.52	9,435.02	0.00	99,699.98	8.65 %
Fund: 535 - Risk Management Surplus (Deficit):	-105,335.00	-105,335.00	7,441.01	198,007.07	0.00	303,342.07	-187.98 %
Fund: 540 - Senior Center							
Revenue	95,296.00	140,296.00	6,347.21	66,090.83	0.00	-74,205.17	47.11 %
Expense	90,765.00	90,765.00	6,347.21	67,916.77	0.00	22,848.23	74.83 %
Fund: 540 - Senior Center Surplus (Deficit):	4,531.00	49,531.00	0.00	-1,825.94	0.00	-51,356.94	-3.69 %
Fund: 543 - Sidewalk Escrow							
Revenue	1,800.00	1,800.00	202.86	1,875.23	0.00	75.23	104.18 %

Budget Report

For Fiscal: 2024 Period Ending: 09/30/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense	49,722.00	49,722.00	0.00	0.00	0.00	49,722.00	0.00 %
Fund: 543 - Sidewalk Escrow Surplus (Deficit):	-47,922.00	-47,922.00	202.86	1,875.23	0.00	49,797.23	-3.91 %
Fund: 545 - Soccer							
Revenue	19,040.00	19,040.00	455.13	27,310.93	0.00	8,270.93	143.44 %
Expense	24,714.00	24,714.00	4,614.78	14,510.11	0.00	10,203.89	58.71 %
Fund: 545 - Soccer Surplus (Deficit):	-5,674.00	-5,674.00	-4,159.65	12,800.82	0.00	18,474.82	-225.60 %
Fund: 550 - Special Parks & Rec							
Revenue	54,000.00	107,000.00	19,623.37	67,688.78	0.00	-39,311.22	63.26 %
Expense	87,000.00	87,000.00	6,290.40	39,424.29	0.00	47,575.71	45.32 %
Fund: 550 - Special Parks & Rec Surplus (Deficit):	-33,000.00	20,000.00	13,332.97	28,264.49	0.00	8,264.49	141.32 %
Fund: 555 - Street Projects							
Revenue	1,528,000.00	1,820,480.00	236,020.95	1,716,207.65	0.00	-104,272.35	94.27 %
Expense	1,630,000.00	1,630,000.00	6,430.00	1,415,616.54	14,861.83	199,521.63	87.76 %
Fund: 555 - Street Projects Surplus (Deficit):	-102,000.00	190,480.00	229,590.95	300,591.11	-14,861.83	95,249.28	150.00 %
Fund: 560 - Summer Ball							
Revenue	17,520.00	17,655.00	765.00	17,065.00	0.00	-590.00	96.66 %
Expense	17,610.00	17,610.00	699.87	12,234.14	0.00	5,375.86	69.47 %
Fund: 560 - Summer Ball Surplus (Deficit):	-90.00	45.00	65.13	4,830.86	0.00	4,785.86	0,735.24 %
Fund: 565 - Summer Recreation							
Revenue	196,625.00	204,275.00	2,089.81	116,841.90	0.00	-87,433.10	57.20 %
Expense	227,198.00	227,198.00	287.56	114,092.29	0.00	113,105.71	50.22 %
Fund: 565 - Summer Recreation Surplus (Deficit):	-30,573.00	-22,923.00	1,802.25	2,749.61	0.00	25,672.61	-11.99 %
Fund: 570 - Swimming Pool							
Revenue	323,906.00	323,906.00	8,448.86	290,254.07	0.00	-33,651.93	89.61 %
Expense	323,905.00	323,905.00	8,448.86	290,254.07	0.00	33,650.93	89.61 %
Fund: 570 - Swimming Pool Surplus (Deficit):	1.00	1.00	0.00	0.00	0.00	-1.00	0.00 %
Fund: 575 - Tiblow Transit							
Revenue	93,030.00	93,030.00	648.47	42,818.96	0.00	-50,211.04	46.03 %
Expense	95,741.00	95,741.00	4,277.02	51,053.66	0.00	44,687.34	53.32 %
Fund: 575 - Tiblow Transit Surplus (Deficit):	-2,711.00	-2,711.00	-3,628.55	-8,234.70	0.00	-5,523.70	303.75 %
Fund: 590 - Stormwater Utility							
Revenue	226,900.00	229,900.00	19,481.79	175,017.81	0.00	-54,882.19	76.13 %
Expense	261,619.00	261,619.00	4,232.92	134,867.11	16,598.80	110,153.09	57.90 %
Fund: 590 - Stormwater Utility Surplus (Deficit):	-34,719.00	-31,719.00	15,248.87	40,150.70	-16,598.80	55,270.90	-74.25 %
Report Surplus (Deficit):	-6,586,033.00	-5,100,268.00	986,723.37	3,929,998.72	-624,097.92	8,406,168.80	-64.82 %

**BONNER SPRINGS TREASURER'S QUARTERLY FINANCIAL REPORT
FOR THE PERIOD JULY 1, 2024 THROUGH SEPTEMBER 30, 2024**

Fund	Balance 7/1/2024	Revenues	Expenses	Transfers	Balance 9/30/2024
Bonner Springs TIF Increment	\$0.00	\$6,454.17	\$6,454.17		\$0.00
FEMA Mitigation Grant	-\$259.19	\$0.00	\$0.00		-\$259.19
Bonner Pointe TIF Fund	\$2,342.71	\$0.00	\$0.00		\$2,342.71
Court/Service Bond	\$92,453.00	\$33,768.04	\$34,599.28		\$91,621.76
Alcohol/Drug Safety	\$26,086.00	\$0.00	\$0.00		\$26,086.00
Water Treatment Plant	\$0.00	\$2,435,040.50	\$2,453,021.00		-\$17,980.50
138th Street Project	\$0.00	\$0.00	\$1,190,000.00	\$1,190,000.00	\$0.00
Scannell Properties Funding Agreement	\$2,477.90	\$0.00	\$0.00		\$2,477.90
120 Oak RHID Funding Agreement	\$1,861.19	\$8,200.00	\$9,384.36		\$676.83
InspectEngineering-Reimbursement	-\$1,305.50	\$1,390.00	\$85.00		-\$0.50
118th & State STAR Bond Funding Agreement	\$28,681.29	\$0.00	\$16,332.16		\$12,349.13
Payroll Clearing	-\$2,803.42	\$490,379.41	\$491,125.20		-\$3,549.21
Clearing Fund	\$2,612.46	\$14,359.67	\$13,351.80		\$3,620.33
Law Enforcement Tr	\$698.91	\$9.12	\$0.00		\$708.03
Asset Forfeiture Trst Fund	\$9,833.32	\$8,971.61	\$1,605.88		\$17,199.05
Senior Ctr Trust Fund	\$16,547.63	\$469.48	\$213.68		\$16,803.43
Bonner Beautiful Trust Fund	\$1,439.17	\$18.78	\$0.00		\$1,457.95
Cemetery Trust	\$1,287.07	\$16.80	\$0.00		\$1,303.87
Police Canine Trust	\$4,153.56	\$1,620.84	\$40.00		\$5,734.40
Sr Trust Scholarship	\$644.78	\$8.41	\$0.00		\$653.19
Fire Trust Fund	\$1,067.57	\$13.93	\$0.00		\$1,081.50
Kerry Roberts Park Trust Fund	\$13,477.41	\$175.92	\$0.00		\$13,653.33
Police Trust Fund	\$600.89	\$7.84	\$0.00		\$608.73
Recreation Scholarship Fund	\$20,699.48	\$267.67	\$193.00		\$20,774.15
Centennial Park Fund	\$667.00	\$0.00	\$0.00		\$667.00
Nettleton Seven Funding Agreement	\$11,892.15	\$0.00	\$0.00		\$11,892.15
Fire Equipment Grant	\$9,476.29	\$0.00	\$0.00		\$9,476.29
LLEBG 96-LB-VX-2652	\$131.60	\$0.00	\$0.00		\$131.60
General Fund	\$15,236,785.02	\$2,974,828.67	\$3,243,200.08	(\$50,941.22)	\$14,917,472.39
Solidwaste	\$125,237.97	\$123,290.54	\$112,414.08	(\$3,932.84)	\$132,181.59
Wastewater Coll & Treat	\$1,530,140.90	\$879,980.49	\$411,881.67	(\$40,458.94)	\$1,957,780.78
Water Treat & Distribu	\$4,457,854.14	\$1,169,482.12	\$719,039.67	(\$160,718.50)	\$4,747,578.09
Capital Improvement Sales Tax	\$1,811,532.18	\$203,856.47	\$0.00	(\$1,190,000.00)	\$825,388.65
Library Sales Tax	\$568,495.47	\$7,415.03	\$1,386.85		\$574,523.65
BS Center CID Sales Tax	\$0.00	\$31,135.82	\$9,297.34	(\$21,838.48)	\$0.00
Cemetery Fund	\$0.00	\$20,152.20	\$35,268.86	\$15,116.66	\$0.00
Convention & Tourism	\$402,469.14	\$53,487.07	\$66,672.02		\$389,284.19
Debt Service	\$1,945,647.69	\$65,885.28	\$1,668,659.25	\$237,592.52	\$580,466.24
Drug & Alcohol	\$323,713.03	\$30,404.77	\$2,188.75	(\$4,377.50)	\$347,551.55
Emergency Services Capital	\$674,215.29	\$202,912.93	\$166,841.03	(\$63,330.76)	\$646,956.43
Library	-\$176.24	\$38,064.13	\$19,074.19		\$18,813.70
Park Dedication Fund	\$28,291.10	\$4,421.50	\$0.00		\$32,712.60
Powell Dr-43rd Street	\$16,533.64	\$215.81	\$0.00		\$16,749.45
JO CO Riverfront Park	\$351,941.87	\$4,593.95	\$0.00		\$356,535.82
Risk Management	\$250,457.84	\$32,929.63	\$8,480.52		\$274,906.95
Senior Center	\$8,865.59	\$6,916.21	\$18,268.38	\$2,486.58	\$0.00
Sidewalk Escrow	\$49,562.25	\$646.94	\$0.00		\$50,209.19
Soccer	\$25,297.62	\$13,066.69	\$4,917.71		\$33,446.60
Special Parks & Rec	\$177,171.36	\$75,144.14	\$53,417.40		\$198,898.10
Street Projects	\$162,014.18	\$653,235.95	\$141,661.36		\$673,588.77
Summer Ball	\$6,289.75	\$1,460.00	\$2,911.82		\$4,837.93
Summer Recreation	\$259,505.21	\$13,034.37	\$57,009.15		\$215,530.43
Swimming Pool	\$0.00	\$48,392.38	\$160,379.20	\$111,986.82	\$0.00
Tiblow Transit	\$22,267.25	\$5,322.82	\$18,597.75		\$8,992.32
Opioid Settlement	\$30,940.50	\$19,712.43	\$0.00		\$50,652.93
Stormwater Utility	\$155,251.98	\$60,601.57	\$34,728.95	(\$21,584.34)	\$159,540.26
Equipment Reserve Fund	\$248,132.52	\$0.00	\$36,557.80		\$211,574.72
Capital Improvement Reserve	\$1,274,614.97	\$0.00	\$427,759.26		\$846,855.71
ARPA Grant Fund	\$0.00	\$1,305,273.72	\$0.00		\$1,305,273.72
	\$30,387,815.49	\$11,047,035.82	\$11,637,018.62	\$0.00	\$29,797,832.69

AVAILABLE CASH: \$29,797,832.69
GENERAL OBLIGATION DEBT \$17,255,000.00
OUTSTANDING WARRANT CHECKS: \$81,545.76

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

3rd Quarter 2024 Investment Report

Fund	Total Cash	
	Available 9/30/2024	3rd Quarter 2024 Interest
Bonner Springs TIF Increment	\$0.00	\$0.00
FEMA Mitigation Grant	-\$259.19	\$0.00
Bonner Pointe TIF Fund	\$2,342.71	\$0.00
Court/Service Bond	\$91,621.76	\$1,211.87
Alcohol/Drug Safety	\$26,086.00	\$0.00
Water Treatment Plant	-\$17,980.50	\$0.00
138th Street Project	\$0.00	\$0.00
Scannell Properties Funding Agreement	\$2,477.90	\$0.00
120 Oak RHID Funding Agreement	\$676.83	\$0.00
InspectEngineering-Reimbursement	-\$0.50	\$0.00
118th & State STAR Bond Funding Agreement	\$12,349.13	\$0.00
Payroll Clearing	-\$3,549.21	\$0.00
Clearing Fund	\$3,620.33	\$0.00
Law Enforcement Tr	\$708.03	\$9.12
Asset Forfeiture Trst Fund	\$17,199.05	\$221.61
Senior Ctr Trust Fund	\$16,803.43	\$217.48
Bonner Beautiful Trust Fund	\$1,457.95	\$18.78
Cemetery Trust	\$1,303.87	\$16.80
Police Canine Trust	\$5,734.40	\$60.84
Sr Trust Scholarship	\$653.19	\$8.41
Fire Trust Fund	\$1,081.50	\$13.93
Kerry Roberts Park Trust Fund	\$13,653.33	\$175.92
Police Trust Fund	\$608.73	\$7.84
Recreation Scholarship Fund	\$20,774.15	\$267.67
Centennial Park Fund	\$667.00	\$0.00
Nettleton Seven Funding Agreement	\$11,892.15	\$0.00
Fire Equipment Grant	\$9,476.29	\$0.00
LLEBG 96-LB-VX-2652	\$131.60	\$0.00
General Fund	\$14,917,472.39	\$210,320.47
Solidwaste	\$132,181.59	\$1,689.12
Wastewater Coll & Treat	\$1,957,780.78	\$23,170.32
Water Treat & Distribu	\$4,747,578.09	\$59,858.78
Capital Improvement Sales Tax	\$825,388.65	\$9,754.43
Library Sales Tax	\$574,523.65	\$7,415.03
BS Center CID Sales Tax	\$0.00	\$0.00
Cemetery Fund	\$0.00	\$0.00
Convention & Tourism	\$389,284.19	\$5,359.71
Debt Service	\$580,466.24	\$14,116.36
Drug & Alcohol	\$347,551.55	\$4,307.22
Emergency Services Capital	\$646,956.43	\$8,810.89
Library	\$18,813.70	\$0.00
Park Dedication Fund	\$32,712.60	\$421.50
Powell Dr-43rd Street	\$16,749.45	\$215.81
JO CO Riverfront Park	\$356,535.82	\$4,593.95
Risk Management	\$274,906.95	\$3,485.94
Senior Center	\$0.00	\$0.00
Sidewalk Escrow	\$50,209.19	\$646.94
Soccer	\$33,446.60	\$459.19
Special Parks & Rec	\$198,898.10	\$2,204.76
Street Projects	\$673,588.77	\$5,196.42
Summer Ball	\$4,837.93	\$0.00
Summer Recreation	\$215,530.43	\$2,879.66
Swimming Pool	\$0.00	\$0.00
Tiblow Transit	\$8,992.32	\$0.00
Opioid Settlement	\$50,652.93	\$565.09
Stormwater Utility	\$159,540.26	\$1,915.54
Equipment Reserve Fund	\$211,574.72	\$0.00
Capital Improvement Reserve	\$846,855.71	\$0.00
ARPA Grant Fund	\$1,305,273.72	\$5,273.72
	<u>\$29,797,832.69</u>	<u>\$374,891.12</u>

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Justine Spease

Subject: Intergovernmental Service Agreement to Offer Combined Senior Center Trip Opportunities in 2025

Recommendation: Staff recommends approval.

Action: Make a motion to authorize staff to enter into a service agreement with the City of Olathe to offer combined senior center trip opportunities.

Background: The agreement with Olathe allows staff to provide a quality social and educational program for the community. We last partnered with them in 2022-2023.

Discussion: This intergovernmental service agreement between the City of Bonner Springs and the City of Olathe proposes a partnership of the senior centers to offer combined trip opportunities in 2025. There are many benefits for the community in this agreement, including the decline of canceled trips due to low registration or driver unavailability. Trip planning is split between the two cities.

Financial Impact: Included in the budget for fiscal year 2025.

Intergovernmental Service Agreement

This agreement, hereinafter "Agreement", is made and entered into this ____ day of _____, 20____, in Wyandotte County, Kansas, by and between the City of Bonner Springs, Kansas, hereinafter "Bonner Springs", and the City of Olathe, Kansas, hereinafter "Olathe", each Party having been organized and now existing under the laws of the State of Kansas,

WHEREAS, Bonner Springs and Olathe, hereinafter collectively referred to as "Parties", are vibrant and growing communities which share a common interest in providing recreational programs including travel opportunities to residents of the community; and

WHEREAS, the Parties deem it to be in the best interest of the public to cooperate in the planning and providing of combined travel opportunities, hereinafter the "Service", in order to serve the community more efficiently by not duplicating trips and decreasing the number of trip cancellations due to an insufficient number of participants; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes the Parties to cooperate in providing the Service; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid Service; and

WHEREAS, the Governing Body of Bonner Springs did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 20____.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Parties agree to the following terms and conditions:

1. **PURPOSE OF AGREEMENT:** The Parties enter into this Agreement to provide the Service for residents of each community, efficiently in a non-duplicative manner. The Parties believe that by providing the Service, attendance will increase thereby reducing the number of cancellations due to an insufficient number of participants. This Agreement is not intended to create a separate or independent legal entity. Nothing in this Agreement is intended to limit or prevent, in any way, the authority or ability of each Party to plan, manage, provide, or approve any recreational program.
2. **ADMINISTRATION OF THE SERVICE:** It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Service, one of the entities should be designated as being "in charge" of scheduling and contracting the individual trips, hereinafter "Trip(s)", anticipated under the Service. However, Parties shall have the right of review and comment

on the Service decisions at any time throughout duration of the Agreement, and any subsequent agreements hereto. Therefore, the Parties agree that the Service shall be administered as follows:

- a. **Trip Coordination:** The Parties shall work together to determine which Party is responsible for coordinating and organizing the scheduling and booking of any and all necessary Trip services, such as transportation and lodging, essential to each individual Trip.
- b. **Principals:** The Parties anticipate that the following individuals will perform as the Principals under this Agreement:
 - i. Bonner Springs: Gloria Ochoa, Senior Center Programmer
 - ii. Olathe: Elizabeth Preston, Recreation Program Manager I

As Principals on this Service, these individuals shall be the primary contact for their respective city as well as arranging plans for respective assigned trips in Exhibit "A".

- c. **Marketing:** Parties may individually market each of the individual Trips in their respective city brochures, newsletters, and flyers or mutually market the individual trips. If marketing individual trips mutually, costs may be shared proportionally based on use.
- d. **Schedule of Trips:** The schedule of Trips, hereinafter "Schedule", attached hereto as Exhibit "A" and incorporated herein by reference provides a non-exclusive list of anticipated Trips. Each Party may not attend all Trips and the Principals on this Service may agree to add or remove Trips from the Schedule as necessary.
- e. **Participants:** Prior to opening registration for a Trip, the Parties shall determine the maximum total number of individuals permitted to register for participation in the event, hereinafter "Participants". The Parties agree to equally apportion a minimum number of Participant registrations to each Party each Trip. The Parties may choose to set-aside a certain number of the maximum total number of Participant registrations, hereinafter "Floating Registration(s)", which may be used by any Party to register a Participant on such Party's waitlist, as further described in Section 2(f).
- f. **Wait List:** In the event a Party exceeds its apportioned minimum number of Participant registrations for a particular Trip, such Party may maintain a waiting list, hereinafter the "Wait List", for use in the event a Floating Registration, as described in Section 2(e), is available and/or in the event another Party does not fill its apportioned minimum number of Participants, hereinafter "Unfilled Registration(s)". The Parties shall cooperatively manage and coordinate the distribution and use of any

available Floating Registrations and/or Unfilled Registrations to register individuals who have been placed on the Wait List of any Party. Individuals on a Wait List shall not be guaranteed participation in the Trip.

The Parties acknowledge and understand that each Trip requires a minimum total number of Participants from all Parties, hereinafter "Trip Participant Minimum", in order for the Trip to run as scheduled without additional costs to each Party. If this Trip Participant Minimum number is not met the Trip may not run. As such, the Parties agree that meeting the

Trip Participant Minimum shall take priority over any Party's apportioned minimum number of Participants. As such, the Parties agree that in the event a Party's apportioned minimum number of Participants has not been filled at least thirty (30) days prior to a trip or as mutually agreed upon by the parties, such Party's remaining apportioned minimum number of Participants may be used by another Party to register any waitlisted participants.

- g. **Pick-up Locations:** The following locations are designated as each Party's Participant pick-up and drop-off locations for Trips(s):
 - i. Bonner Springs: Bonner Springs Community Center, 200 East 3rd Street, Bonner Springs, KS 66012
 - ii. Olathe: Olathe Community Center, 1205 East Kansas City Road, Olathe, KS 66061
- h. **Trip Escorts:** Each Party shall be required to send one (1) escort on any Trip which such Party has Participants registered to attend except as provided for in subsection 2(i). Escorts attending a Trip shall meet the following minimum qualifications:
 - i. CPR/AED/First Aid Certified;
 - ii. Ability to lift and assist with luggage handling; and
 - iii. Ability to assist Participants on and off the motorcoach.

In addition, escorts attending a trip shall be responsible for the following:

1. Assist with luggage loading and unloading;
2. Assist Participants on and off the motorcoach;
3. Conduct headcounts of Participants throughout the Trip, as needed;
4. Make announcements during Trips regarding the itinerary, group games and activities, introducing step-on guides, etc.;

5. Lead participants in games, ours, and other activities as needed; proactively check on and attend to Participants needs throughout the Trip, including, but not limited to, passing out water and snacks and checking in Participants at venues;
6. Help maintain a safe environment for Participants and provide aid and assistance to Participants and other escorts in the event of an emergency;
7. Be accessible 24/7 on overnight trips for emergency contact (cell phone required);
8. Help ensure compliance with motorcoach rules and regulations;
9. Limit time on personal phone calls; and
10. Other duties that may be required.

The Parties agree that if a Party's escort does not meet the abovementioned criteria, such Party will be responsible for providing an alternate escort or paying any additional cost incurred by another Party providing an alternate escort.

- i. **Cost Recovery:** To help cover the costs incurred by Parties in the performance of the Service, the Parties will charge Participants an additional amount between ten percent (10%) to thirty percent (30%), hereinafter "Upcharge", of the total cost of each Trip. The exact Upcharge percentage will depend on the particular Trip as mutually agreed by the Parties. Each Party's respective Principal shall be individually responsible for registering Participants and collecting payments from Participants.

Monthly, the Parties will total and provide an accounting of the total costs(s) paid, hereinafter "Trip Expenses", and the total Participant registrations for all trips during the previous month. The Parties shall divide and apportion the Trip Expenses between the Parties based on the number of Participants from each Party who attended the Trip.

Additionally, a Party shall incur additional costs to send a required escort on the particular Trip if the minimum number of Participants, as discussed in Section 2(e), is not met by a particular party.

As the expenses of sending an escort, including without limitation costs related to their time, attendance, admissions, food and/or lodging, are offset based on successfully registering a minimum number of participants, failure by a Party to register the minimum number of Participants as contemplated herein and agreed upon by the Parties for

each particular trip, shall result in a reallocation of collected revenue and/or forfeiture of the right to send an escort.

In the event that a single Party fails to meet the minimum participant number, they shall forfeit their right to a trip escort and redistribute ninety percent (90%) of their collected revenue from participant registration(s) to the remaining party.

3. **DURATION AND TERMINATION OF AGREEMENT:** This Agreement shall continue in full force and effect until December 31, 2025. This Agreement may be extended by written addendum executed by both Parties. Each Party's City Administrator/Manager is authorized to execute any and all addendums to this Agreement.
4. **PLACING AGREEMENT IN FORCE:** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format or similar format are permitted as binding signatures to this Agreement. Upon Governing Body approval and execution, each Party shall email to the other Party's Principal a scanned copy of its respective execution page.
5. **AMENDMENTS TO THIS AGREEMENT:** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment to this Agreement shall be binding on the Parties unless it shall have been agreed to in writing and signed by all Parties. Each Party's City Administrator/Manger is authorized to execute any and all amendments and/or addendums to this Agreement.
6. **JURISDICTION:** This agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Courts for Johnson and Wyandotte Counties in Kansas.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF BONNER SPRINGS, KANSAS

Tom Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

APPROVED AS TO FORM:

Danny Trent, City Attorney

CITY OF OLATHE, KANSAS

John Bacon, Mayor

ATTEST:

Brenda Swearingian, City Clerk

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Christina Brake

Subject: FTA/DOT Drug and Alcohol Policy - Tiblow Transit

Recommendation: Staff recommends approval.

Action: Make a motion to approve the drug and alcohol policy for Tiblow Transit as presented.

Background: KDOT is requiring adoption of the attached FTA/DOT Anti-Drug and Alcohol Misuse Prevention Policy as a requirement for receiving our grant funding for Tiblow Transit.

Discussion:

Financial Impact:



COMPLIANCEONE
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City of Bonner Springs Bonner Springs, Kansas

Anti-Drug and Alcohol Misuse Prevention Policy (FTA / DOT)

Revised Policy Date: September 2024

Original Policy Date: October 2007

Anti-Drug and Alcohol Misuse Prevention Policy Policy Approval

We have reviewed and concur with the contents of the City of Bonner Springs Anti-Drug and Alcohol Misuse Prevention Policy. Our signatures indicate approval of the policy and its contents.

City of Bonner Springs Governing Board

Date

City of Bonner Springs Governing Board

Date

City of Bonner Springs Governing Board

Date

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I. GENERAL

A. Purpose

1. City of Bonner Springs has a long-standing commitment to maintaining the highest standards for employee safety and health. The use of controlled substances and the misuse of alcohol are contrary to these high standards. The purpose of this policy is to bring City of Bonner Springs into compliance with all DOT regulations that require affirmative actions to eliminate the impact of the use of controlled substances and misuse of alcohol in the workplace. The purpose of this anti-drug and alcohol misuse prevention policy is to reduce accidents that result from the use of controlled substances and misuse of alcohol, thereby reducing fatalities, injuries, and property damage.
2. **This policy does not create any contractual rights in favor of employees to whom the Policy is applicable. Nor does this Policy in any way alter the at-will nature of employment or imply that discharge will occur only "for cause".**
3. Title 49 Code of Federal Regulations (CFR) Part 655.3 requires any recipient of Federal financial assistance under Sections 5307, 5309, or 5311 of the Federal Transit Act, as amended and any contractor to comply with these regulations and submit to drug and alcohol testing administered in accordance with part 655. Recipients of these funds and their contractors must test their employees for prohibited drugs and misuse of alcohol under the following work-related conditions:

DRUG TESTING

- a. Pre-employment
- b. Random
- c. Post-accident
- d. Reasonable cause
- e. Return-to-duty
- f. Follow-up

ALCOHOL TESTING

- a. Random
- b. Post-accident
- c. Reasonable cause
- d. Return-to-duty
- e. Follow-up

4. **Those areas of the policy printed in bold and underlined text reflect City of Bonner Springs independent authority to require additional provisions with regard to the drug and alcohol testing procedures.**
5. **The presence of controlled substances in the body as well as the use or possession of controlled substances and/or alcoholic beverages while on City of Bonner Springs property, or in any City of Bonner Springs vehicle, or on duty, including breaks or lunch, paid or unpaid, on any shift, is strictly prohibited.**
6. **Drug and Alcohol Program Manager:** Appendix B contains the name, address, and telephone number of the responsible individual(s). The DAPM shall be responsible for providing oversight and evaluation on the policy; providing guidance and counseling; reviewing of all discipline applied under this policy for consistency and conformance to human resources policies and procedures; scheduling drug and alcohol tests for random, return-to-duty and follow-up testing; maintaining a locked file system with limited access to all test results; and promotion of the employee assistance program (EAP). City of Bonner Springs shall ensure that all covered employees are aware of the provisions and coverage of City of Bonner Springs anti-drug and alcohol misuse policy.
7. **Designated Employer Representative:** Appendix B contains the name, address, and telephone number of the Designated Employer Representative (DER). The DER is authorized by City of Bonner Springs to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer consistent with the requirements of 49 CFR Part 40.

B. Applicability

1. This policy applies to any employee of City of Bonner Springs who perform safety-sensitive functions.
2. The FTA has determined that "safety-sensitive" functions are performed by those who (49 CFR Part 655.4):
 - a. Operate revenue service vehicles including when not in revenue service.
 - b. Operate non-revenue service vehicles that require drivers to hold a CDL.
 - c. Dispatch or control revenue service vehicles.
 - d. Performing maintenance function including repairing, overhauling, and rebuilding revenue service vehicles or equipment used in revenue service.
 - e. Provide security and carry a firearm.
 - f. These categories include supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions, are excluded.
 - g. Volunteers required to hold a commercial driver's license to operate the vehicle; or perform a safety-sensitive function for any entity subject to this part.
 - h. Contractor employees that stand in the shoes of Transit System employees.
 - i. A list of safety-sensitive positions that perform one of the above-mentioned duties is found in **Appendix C**.

C. Testing Procedures

It is a condition of employment that all safety-sensitive employees submit to drug and alcohol testing. All testing conducted under this policy will follow the procedures as set forth in 49 CFR Part 40. The procedures have been developed to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to ensure that the test results are attributed to the correct employee.

D. Definitions

Words and phrases used in this policy are as defined and found in 49 CFR Part 40.3 and 655.4.

II. PROHIBITIONS

City of Bonner Springs shall test each covered employee who performs a safety-sensitive function for evidence of the following substances: **Alcohol, Marijuana, Cocaine, Opioids, Phencyclidine and Amphetamines.**

A. Alcohol

1. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
2. No employee shall use alcohol 4 hours prior, on call, or while performing a safety-sensitive function. **This includes beverages containing alcohol or substances containing alcohol including any medication, mouthwash, food, candy, or any other substance that would cause alcohol to be present in the body.**
3. No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until a post-accident alcohol test has been administered, whichever occurs first.

B. Controlled Substances

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance.

1. **ILLEGAL DRUGS: The use of any illegal drug or any substance (identified in Schedules I through V of the Controlled Substance Act) is prohibited at all times unless a legal prescription has been written for the substance. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.**
2. **LEGAL DRUGS: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor. In addition, the employee must obtain a written release from the attending physician releasing the person to perform their job duties any time they obtain a performance-altering prescription.**

3. **PRESCRIPTION DRUGS: A legally prescribed drug means that the employee has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing safety-sensitive functions is prohibited.**
4. **MEDICAL MARIJUANA OR RECREATIONAL USE IS PROHIBITED UNDER THIS POLICY. The Federal Government and the Department of Transportation do not recognize Medical Marijuana prescriptions or Recreational Use. Federal Law always supersedes State law(s). The Company shall follow all Federal Government regulations and guidelines regarding Medical Marijuana or Recreational Use and will not allow its employees, individuals, drivers, operators and/or contractors to be employed or perform work at any of the Company's locations, terminals, or operations while on Medical Marijuana or Recreational Use.**
5. **CBD OIL. The claimed use of CBD oil shall not be considered a medical excuse for a positive marijuana test.**

C. Refusal to Submit to a Required Alcohol or Controlled Substances Test

No employee shall refuse to submit to an alcohol or controlled substance test required by 49 CFR Part 40 and 655.

1. As an employee, you have refused to take a drug test if you:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
 - b. Fail to remain at the testing site until the testing process is complete.
 - c. Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations.
 - d. In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of the provision of a specimen.
 - e. Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
 - f. Fail or decline to take an additional drug test the employer or collector has directed you to take.
 - g. Failing to undergo a medical examination when required.
 - h. Failing to cooperate with any part of the testing process.
 - i. For an observed collection, fail to follow the observer's instructions to raise and lower clothing above the waist, lower clothing, and underpants, and to turn around to permit the observer to determine if you have a type of prosthetic or other device that could be used to interfere with the collection process.
 - j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
 - k. Admit to the collector or MRO that you adulterated or substituted the specimen.
 - l. As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
 - m. Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
 - n. Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
 - o. Failing to sign Step 2 of the alcohol test form.
2. For Pre-employment Tests the Following are NOT Refusals (Once the donor has received the specimen collection cup from the collector the test has commenced.)
 - a. Failure to appear for the test.
 - b. Failure to remain at the site prior to the commencement of the test
 - c. Failure to provide a specimen before the test commences.

III. TESTS REQUIRED (DOT PANEL)

A. Pre-employment or Transfer Testing

The following conditions establish who may be screened and under what circumstances the drug and alcohol screening may occur. All testing will comply with 49 CFR Part 40 and Part 655.

All applicants for employment in a safety-sensitive position with City of Bonner Springs will undergo urine drug testing immediately following the offer of employment. All current employees who are requesting transfer to a position covered in this policy are also subject to this policy. This policy covers applicants for, or requests for transfer to, full-time or part-time employment and applicants for regular or temporary employment.

Testing involves the following situations:

1. Prior to the first time an employee or applicant performs any safety-sensitive functions, the employee will undergo pre-employment testing. If the employee has a verified negative result, no further immediate action is necessary. (§655.41(a)(1))
2. When a covered employee or applicant has previously failed or refused a pre-employment drug test, the employee must provide proof to the Director of City of Bonner Springs of having completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. (§655.41(a)(2))
3. Prior to transferring an employee from a Non-safety-sensitive function to a safety-sensitive function, the employee must undergo a pre-employment drug test and have a verified negative result. (§655.41(b))
4. If a pre-employment drug test is canceled, the employee or applicant is required to schedule another pre-employment drug test and have a verified negative result. (§655.41(c))
5. When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days, and the employee has not been in the random selection pool during that time, the employee is subject to a pre-employment test which produces verified negative results. (§655.41(d))

B. Post-accident Testing

1. Post-accident testing is required for prohibited drugs and alcohol in the case of certain transit accidents:
 - a. Fatal Accident: Whenever there is a loss of human life, each surviving safety-sensitive employee operating the transit vehicle at the time of the accident must be tested. City of Bonner Springs will also determine using the best information available at the time of the decision whether to test any other safety-sensitive employees (e.g., maintenance personnel) whose performance could have contributed to the accident.
 - b. Non-fatal Accident: Whenever an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or any vehicle incurs disabling damage as a result of the occurrence and any vehicle is transported away from the scene by a tow truck or other vehicle, City of Bonner Springs shall test each safety-sensitive employee operating the transit vehicle at the time of the accident, unless their behavior can be completely discounted as a contributing factor to the accident. City of Bonner Springs shall test any other safety-sensitive employee, whose performance could have contributed to the accident, using the best information available at the time of the accident.
 - c. Post-accident drug and alcohol tests must be performed as soon as possible: Drug tests must be performed as soon as possible but within 32 hours following the accident. Alcohol tests must be performed as soon as possible, within 2 hours following the accident. If the alcohol test is not administered within 2 hours following the accident, City of Bonner Springs must still attempt to administer the test, and must also prepare and maintain on file, a record stating the reason(s) the test was not promptly administered. If the alcohol test is still not administered within 8 hours following the accident, City of Bonner Springs shall cease attempts to administer the test, and must also prepare and maintain on file, a record stating the reason the test was not completed.

- d. The requirement to test for drugs and alcohol following an accident should in no way delay necessary medical attention for injured people or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, the safety-sensitive employee must remain readily available, which means the transit agency knows the location of the safety-sensitive employee. If he or she leaves the scene of the accident prior to submission to such test, and fails to remain readily available for testing, the employee may be deemed by the employer to have refused to submit to testing.

C. Random Testing

Random testing of safety-sensitive employees will be conducted in a manner consistent with the requirements of 49 CFR Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs).

The City of Bonner Springs participates in a statewide rural transit consortium; therefore, all employees performing safety-sensitive functions are placed in a statewide pool and will have an equal chance of being selected for testing and will remain in the pool, even after being tested. There is no discretion on the part of management in the selection and notification of the individuals who are to be tested.

Random testing will meet the following criteria:

1. The random alcohol testing will be conducted using the current applicable rates required by KDOT which meets or exceeds FTA requirements. Safety-sensitive positions in the testing pool are tested on a random basis annually under the drug and alcohol testing requirement for alcohol.
2. The random drug testing will be conducted using the current applicable rates required by KDOT which meets or exceeds FTA requirements. Safety-sensitive positions in the testing pool are tested on a random basis annually under the drug and alcohol testing requirement for drugs.
3. Random selection is made through a scientifically valid computerized random number generator program matched with employees' social security number. This program is provided by a contracted, third party administrator for the drug program. (§655.45(e))
4. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. Testing must be unannounced, unpredictable and will be conducted at all times of the day when safety-sensitive functions are performed. (§655.45(g))
5. A covered employee will only be randomly tested for alcohol just prior to, during or just after performing a safety-sensitive function. (§655.45(i)) The City of Bonner Springs will ensure that the employee stops performing the safety-sensitive function and proceeds to the testing site immediately. (§655.45(h))
6. Random tests for drugs can be conducted at any time during an employee's shift. Testing can occur during the beginning, middle or end of an employee's shift. (§655.45(i))

D. Reasonable Suspicion Testing

1. A safety-sensitive employee is required to submit to a drug and/or alcohol test when the employer has reasonable suspicion that the employee has used a prohibited drug or has misused alcohol as defined in the regulations.
2. A trained supervisor's determination that reasonable suspicion exists will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
3. Under this policy drug testing can occur anytime the employee is on duty. Alcohol testing will only occur during, just preceding, or just after the employee has performed a safety-sensitive function.
 - a. An employer shall conduct a drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and /or engaged in alcohol misuse.

- b. An employer's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor (s), or other company official (s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations.
- c. Alcohol testing is authorized under this section only if the observations required by paragraph (b) of this section are made during, just preceding, or just after the period of the workday that the covered employee is required to be in compliance with this part. An employer may direct a covered employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to performing safety-sensitive functions; or just after the employee has ceased performing such functions.
- d. If an alcohol test required by this section is not administered within two hours following the determination under paragraph (b) of this section, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the determination under paragraph (b) of this section, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

Details of the reasonable suspicion testing process can be found in 49 CFR Part 40, subpart E.

E. Return-to-duty Testing

- a. As the employer, if you decide that you want to permit the employee to return to the performance of safety-sensitive functions, you must ensure that the employee takes a return-to-duty test. This test cannot occur until after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties.
- b. As an employer, you must not return an employee to safety-sensitive duties until the employee meets the conditions of paragraph (a) of this section. However, you are not required to return an employee to safety-sensitive duties because the employee has met those conditions. That is a personnel decision that you have the discretion to make, subject to collective bargaining agreements or other legal requirements.
- c. As an employer, you must ensure that any return-to-duty drug test collection is conducted as an observed collection.

F. Follow-up Testing

- a. As the employer, you must carry out the SAP's follow-up requirements. You may not allow the employee to continue to perform safety-sensitive functions unless follow-up testing is conducted as directed by the SAP.
- b. You should schedule follow-up tests on dates of your own choosing, but you must ensure that the tests are unannounced with no discernible pattern as to their timing, and that the employee is given no advance notice.
- c. You cannot substitute any other tests (e.g., those carried out under the random testing program) conducted on the employee for this follow-up testing requirement.
- d. You cannot count a follow-up test that has been cancelled as a complete test. A cancelled follow-up test must be recollected.
- e. As an employer, you must ensure that any follow-up drug test collection is conducted as an observed collection.

IV. HANDLING OF TEST RESULTS, CONFIDENTIALITY

A. Access to Records

1. Except as required by law or expressly authorized by release by an employee, City of Bonner Springs will not release information that is contained in records required to be maintained under 49 CFR Part 40 and 655.
2. An employee is entitled, upon written request, to obtain copies of any records pertaining to the use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. An employee's testing records will be made available to a subsequent employer upon receipt of a written request from the employee.
4. City of Bonner Springs may disclose information required to be maintained pertaining to a driver to the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the individual, and arising from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test result), (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).

V. CONSEQUENCES OF FAILING OR REFUSING A DRUG TEST

- A. General. Compliance with this drug testing policy is a condition of employment. Refusal to take a required drug test or failure of a drug test shall result in removal from performing covered functions. Additional disciplinary action up to and including termination may result.
- B. Refusal and Prohibited Conduct Prohibitions
1. City of Bonner Springs shall not permit any employee, who fails a drug test as verified by the Medical Review Officer (MRO), as described in Part 655, to perform covered functions or continue to perform covered functions.
 2. A covered employee who refuses to submit to a random, post-accident, reasonable suspicion or follow-up drug test shall result in the covered employee not being allowed to perform or to continue to perform any covered functions.
- C. Required Referrals and Evaluation. An employee will be given an opportunity to retain his or her employment, provided they first do the following:
1. Have been evaluated by a Substance Abuse Professional (SAP)
 2. Have completed the recommendations of a qualified SAP on the appropriate evaluation/rehabilitation program.
 3. Pass a return-to-duty drug test.

If an employee refuses to report for assessment, evaluation, and/or referral for treatment with a substance abuse professional, he/she will be terminated.

If an employee, after assessment, is referred for rehabilitation and the employee refuses to enter or successfully complete such a rehabilitation assessment program, he/she will be terminated.

All costs associated with the evaluation and rehabilitation program are the responsibility of the employee.

Employees should consult their insurance policy for extent of nervous, mental and substance abuse coverage.

On duty use or possession of drugs on company time or on company premises will result in termination from City of Bonner Springs.

A second positive drug test or the equivalent will result in immediate termination of employment.

A covered employee who engages in prohibited conduct shall be advised of available resources to evaluate and resolve problems associated with substance abuse misuse.

D. Retesting of Drug Positive Samples

1. General. An applicant/employee may verbally request a retest of a positive sample by contacting the MRO by phone, within 72 hours of notification of the positive test result from the MRO.
2. Retest Provisions. The retest will be conducted at a different SAMHSA certified laboratory. The test will be conducted on the split sample that was provided by the applicant/employee at the same time as the original sample. As the employer, you must not condition your compliance with these requirements on the employee's direct payment to the MRO or laboratory or the employee's agreement to reimburse you for the cost of testing. The method of collection, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40.
3. Detection Levels. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

VI. CONSEQUENCES OF FAILING OR REFUSING AN ALCOHOL TEST

- A. General. Compliance with this alcohol testing policy is a condition of employment. Refusal to take a required alcohol test or failure of an alcohol test shall result in removal from performing covered safety-sensitive functions. **Additional disciplinary action up to and including termination may result.**
- B. Refusal and Prohibited Conduct.
1. A covered employee who has engaged in prohibited conduct as described in Part 655 shall not be permitted to perform covered functions or continue to perform covered functions.
 2. A covered employee who refuses to submit to a random, post-accident, reasonable suspicion or follow-up alcohol test shall result in the covered employee not being allowed to perform or to continue to perform any covered functions.
- C. Alcohol Concentration. A covered employee shall be prohibited from reporting for duty or remaining on duty requiring the performance of covered functions while having an alcohol concentration of 0.04 or greater.
1. On-Duty Use: A covered employee shall be prohibited from using alcohol while performing covered functions.
 2. Pre-Duty Use: No employee shall use alcohol 4 hours prior, on call, or while performing a safety-sensitive function. **This includes beverages containing alcohol or substances containing alcohol including any medication, mouthwash, food, candy, or any other substance that would cause alcohol to be present in the body.**
- D. Required Referrals and Evaluation. An employee will be given an opportunity to retain his or her employment, provided they first do the following:
1. Have been evaluated by a Substance Abuse Professional (SAP),
 2. Have completed the company approved evaluation/rehabilitation program successfully,
 3. Pass a return-to-duty alcohol test.

If an employee refuses to report for assessment, evaluation, and/or referral for treatment with a substance abuse professional, he/she will be terminated.

If an employee, after assessment, is referred for rehabilitation and the employee refuses to enter or successfully complete such a rehabilitation assessment program, he/she will be terminated.

All costs associated with the evaluation and rehabilitation program are the responsibility of the employee.

In all cases of an employee having an alcohol concentration of 0.04 or greater, and who has tested a second time at an alcohol concentration of 0.04 or greater, will be terminated.

An employee who refuses to provide an adequate breath for alcohol testing without a valid medical explanation after he/she has received notice of the requirement to be tested in accordance with the requirements of the

DAPM, or who engages in conduct that clearly obstructs the testing procedure, will be terminated from City of Bonner Springs.

On duty use or possession of alcohol on company time or on company premises will result in termination from City of Bonner Springs.

A covered employee who engages in prohibited conduct shall be advised of available resources to evaluate and resolve problems associated with alcohol misuse.

E. Retesting of Covered Employees for Alcohol

1. A covered employee tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not be permitted to perform or continue to perform covered functions until:
 - a. The employee's alcohol concentration measures less than 0.02 in another alcohol test administered in compliance with this policy; or
 - b. The start of the employee's next regularly scheduled duty period, but not less than 8 hours following administration of the alcohol test.

F. Results of a second confirmed alcohol test (in the following twelve month period) indicating an alcohol concentration of 0.02 or greater, but less than 0.04: When a safety-sensitive employee has an alcohol test conducted and the alcohol concentration is 0.02 or greater, but less than 0.04, on a second confirmed test, the employee will be removed from performing covered functions and shall be referred to a substance abuse professional, and must follow all the recommendations of the assessment. Any subsequent test at 0.02 or greater will result in termination from City of Bonner Springs. When a non-safety-sensitive employee has an alcohol test conducted and the alcohol concentration is 0.02 or greater, but less than 0.04 after having had a prior alcohol concentration 0.04 or greater, then that employee will be removed from performing covered functions and referred to an EAP counselor and any subsequent alcohol concentration 0.02 or greater will result in immediate termination.

G. Results of a second confirmed alcohol test (in the following twelve-month period) indicating an alcohol concentration 0.02 or greater, but less than 0.04 after a prior alcohol test which had produced an alcohol concentration of 0.04 or greater: When a safety-sensitive employee has an alcohol test conducted and the alcohol concentration is 0.02 or greater, but less than 0.04 after having had a prior alcohol concentration 0.04 or greater, then that employee will be removed from performing covered functions and referred to the substance abuse professional and any subsequent alcohol concentration 0.02 or greater will result in immediate termination. When a non safety-sensitive employee has an alcohol test conducted and the alcohol concentration is 0.02 or greater, but less than 0.04 after having had a prior alcohol concentration 0.04 or greater, then that employee will be removed from performing covered functions and referred to an EAP counselor and any subsequent alcohol concentration 0.02 or greater will result in immediate termination.

APPENDIX A

ALCOHOL SUPPLEMENT

A. Why you should get involved:

1. Although City of Bonner Springs has no history of substance abuse problems, we recognize that alcoholism and alcohol misuse are problems throughout America.
2. There are three good reasons why you should be concerned if any of your co-workers are using drugs or alcohol on the job.
 - a. Your health and safety may be at risk.
 - b. Alcohol misuse costs you money.
 - c. Alcohol creates a negative work environment.
3. According to the National Institute on Alcohol Abuse and Alcoholism, drug, and alcohol use on the job costs society an estimated \$102 billion a year. Since most of this cost is passed on to you in the form of higher health insurance rates or in consumer prices, drug and alcohol use on the job costs you and your fellow workers a significant amount of money.
4. Absenteeism among problem drinkers or alcoholics is 3.9 to 8.3 times greater than normal. If your fellow workers do not come to work, you may have to do their jobs in addition to your own.
5. Workers who misuse alcohol do not function at their full potential. Not only is absenteeism a problem, when they are at work these employees may have reduced capabilities and productivity. Since our product is the safe transportation of people, alcohol misuse is an especially serious issue.
6. No matter what your position is in the organization, there is something you can do to ensure that drug and alcohol use on the job never becomes a problem at the company. Acceptance of any misuse puts you, this company, and the public at risk.

B. Effects of alcohol misuse on an individual's health, work, and personal life:

1. Alcohol is a central nervous system depressant. Taken in large quantities, it causes not only the euphoria associated with being drunk, but also adversely affects your judgment, ability to think, and your motor functions. Drink enough alcohol fast enough and it can kill you.
2. Long term overuse of alcohol can cause liver damage, heart problems, sexual dysfunction, and other serious medical problems.
3. In some cases, alcohol use can lead to physical and psychological dependence on alcohol. Alcoholism is a serious chronic disease. Left untreated it will inevitably get worse.
4. Workers who use alcohol (and other drugs) affect everyone. Studies show that compared to alcohol-and drug-free workers, substance abusers are far less productive, miss more workdays, are more likely to injure themselves or someone else, and file more workers compensation claims.
5. The measurable dollar costs of workplace substance abuse from absenteeism, overtime pay, tardiness, sick leave, insurance claims, and workers' compensation can be substantial. However, the hidden costs resulting from diverted supervisory and managerial time, friction among workers, damage to equipment, and damage to company's public image means that workplace substance abuse can further cut profits and competitiveness.
6. Alcohol can also destroy relationships, lead to serious problems with the law (e.g., drunk driving), and even cause harm to the people you love.
7. If drinking affects your work life, it could lead to job loss and all the financial problems that would follow.

C. Signs and symptoms of alcohol misuse - Any one or more of the following signs may indicate a drinking problem:

- Family or social problems caused by drinking
- Job or financial difficulties related to drinking
- Loss of a consistent ability to control drinking
- "Blackouts" or the inability to remember what happened while drinking
- Distressing physical and/or psychological reactions if you try to stop drinking
- A need to drink increasing amounts of alcohol to get the desired effect
- Marked changes in behavior or personality when drinking
- Getting drunk frequently
- Injuring yourself - or someone else while intoxicated
- Breaking the law while intoxicated
- Starting the day with a drink

D. Available methods of evaluating and resolving problems associated with the misuse of alcohol.

1. Outpatient programs exist in a variety of settings:

- a. Community mental health centers
- b. Full-service agencies
- c. Private physicians' and therapists' offices
- d. Occupational settings
- e. Specialized alcoholism treatment facilities

2. Inpatient services, designed for those with more serious alcohol problems, can be found in hospitals, residential care facilities, community halfway houses, and some alcoholism clinics.

3. Your local telephone directory will list helpful referral organizations such as:

- a. Local council on alcoholism
- b. Alcoholics Anonymous
- c. Community alcoholism or mental health clinic
- d. Social services or human resources department
- e. County medical society

4. The SAP will perform an initial evaluation, recommend any additional treatment if necessary, and will refer employees needing assistance for treatment covered under our health insurance program.

City of Bonner Springs
PO Box 38
Bonner Springs, Kansas 66012

APPENDIX B

City of Bonner Springs

DRUG AND ALCOHOL TESTING PROGRAM PERSONNEL AND SERVICES

1. DESIGNATED EMPLOYER REPRESENTATION (DER)/DRUG AND ALCOHOL PROGRAM MANAGER

Primary Contact

Amber Vogan
PO Box 38
Bonner Springs, Kansas 66012
913-667-1719

Secondary Contact

Terry Barlow
PO Box 38
Bonner Springs, Kansas 66012
913-667-1710

2. LOCAL COLLECTION SITE

Fastest Labs of Bonner Springs
134 N 130th St, Ste C2
Bonner Springs, KS 66012
913-359-5850

In most instances the ComplianceOne mobile collector can do your collections on site. However, a local collection site has been set up for use when the on-site collector is unavailable.

3. MEDICAL REVIEW OFFICER (MRO)

Industrial Medical Testing
118 8th Avenue W, Suite 328
Palmetto, FL 34221
Local: 941-753-9199
Toll Free: 1-888-808-4MRO (4676)

4. CERTIFIED LABORATORY

Clinical Reference Laboratory
11711 W. 83rd Terrace
Lenexa, KS 66150
Toll-Free: 1-800-716-0006

5. EMPLOYEE ASSISTANCE PROGRAM (EAP) REFERRAL FOR SUBSTANCE ABUSE PROFESSIONAL (SAP)

Employee Assistance Program
Local 785-575-9343
Toll Free 1-800-999-1196

APPENDIX C

EMPLOYEE/SUPERVISORY POSITIONS SUBJECT TO DRUG AND ALCOHOL TESTING (JOB CLASSIFICATIONS/TITLES)

SAFETY – SENSITIVE FUNCTIONS

A safety-sensitive function, as defined by FTA 49 CFR Part 655, is any specified duty performed by City of Bonner Springs employees related to the safe operation of mass transit service.

These duties include the following activities:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service;
5. Carrying a firearm for security purposes.

The following specific job titles identify those employees who perform safety-sensitive job functions at City of Bonner Springs:

- a.
- b.
- c.
- d.
- e.

City of Bonner Springs
PO Box 38
Bonner Springs, Kansas 66012

**EMPLOYEE AFFIRMATION OF
DRUG AND ALCOHOL TESTING POLICY**

As an employee in a safety-sensitive position, I affirm that I have received, read, and understand City of Bonner Springs Drug and Alcohol Testing Policy and educational materials. I am aware that I may be required to undergo a drug and/or alcohol screen as outlined by City of Bonner Springs policy requirements and that I will be informed prior to the drug/alcohol screen; and, that I may be referred to an education and treatment program depending on the results of the drug/alcohol screen. I agree to abide by all provisions of the anti-drug policy as a condition of my continued employment with the company.

Employee Name (Please Print)

Employee Signature

Date

City of Bonner Springs Representative

Date

SUPPLEMENT
DILUTE NEGATIVE DRUG TEST RESULTS

(This supplement explains what happens when an employer receives a report from the MRO of a negative dilute specimen and employer options)

City of Bonner Springs

A negative dilute specimen (Creatinine 5mg/dl to <20 mg/dl, Specific gravity between 1.001 & 1.003) is a specimen that contains an unusually high level of water concentration. Some of the ways this can occur are outlined below:

1. Donor may consume large amounts of water as part of their regular routine.
2. In the case of "shy bladder" collector may offer extra fluids in order to obtain a specimen.
3. Donor may consume large amounts of water in an effort to intentionally dilute the specimen causing drug concentrations to fall below the cutoff levels.
4. Donor may conceal additional water on their person and add to the specimen in an effort to deliberately dilute the sample.

As an employer you may establish different policies regarding dilute negative specimens based on different types of tests. Under 49 CFR Part 40 Section 40.197, you have the following options:

- a. Accept a negative dilute specimen as a valid drug test.
- b. Require one recollection of the specimen.

Please mark the different types of tests in which your company will accept a negative dilute specimen or require a repeat test to be performed.

Pre-Employment	_____	Accept Test	_____	Repeat Test
Post-Accident	_____	Accept Test	_____	Repeat Test
Reasonable Cause	_____	Accept Test	_____	Repeat Test
Return to Duty	_____	Accept Test	_____	Repeat Test
Follow-Up	_____	Accept Test	_____	Repeat Test
Random	_____	Accept Test	_____	Repeat Test

- 1) You must treat all employees the same for this purpose. For example, you must not retest some employees and not others for each test type. Retests should be done as soon as possible and within the same selection quarter.
- 2) You are required to inform your employees in advance of your decisions on these matters.
- 3) You must ensure that the employee is given the minimum possible advance notice that he or she must go to the collection site.
- 4) You must treat the result of the recollected test as the test result of record.
- 5) You are required to follow the provisions regarding negative dilute specimens as outlined under Section 40.197 of 49 CFR Part 40.

Signature

Title

Date

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Christina Brake

Subject: KDOT Employee Assistance Program Policy - Tiblow Transit

Recommendation: Staff recommends approval.

Action: Make a motion to approve the employee assistance program policy for Tiblow Transit as presented.

Background: KDOT is requiring adoption of the attached KDOT approved employee assistance program policy as a requirement for receiving our grant funding for Tiblow Transit.

Discussion:

Financial Impact:

CITY OF BONNER SPRINGS

BONNER SPRINGS, KANSAS

EMPLOYEE ASSISTANCE PROGRAM (EAP)

City of Bonner Springs

EMPLOYEE ASSISTANCE PROGRAM POLICY

The goal of the Employee Assistance Program (referred to as EAP) is to assist employees of City of Bonner Springs who may experience personal or emotional difficulties, which may affect job performance. City of Bonner Springs has contracted with "Employee Assistance Program" to provide this service. The EAP is available to all employees of City of Bonner Springs and their immediate family members.

POLICY

- City of Bonner Springs recognizes that personal and emotional difficulties that may include alcohol and drug problems, marital and family difficulties, stress, anxiety, depression, financial issues, and workplace conflicts, may affect any employee.
- City of Bonner Springs recognizes personal and emotional difficulties can contribute to deteriorating job performance.
- City of Bonner Springs encourages employees to utilize the services available through "Employee Assistance Program." In addition, supervisors may utilize the resources of the EAP as an integral part of an intervention program when personal problems are suspected of causing poor job performance.
- City of Bonner Springs acknowledges that use of the EAP does not in any way alter management's responsibility or authority as an employer.
- Participation in the EAP will not in any way jeopardize future employment or career advancement; however, participation will not protect the employee from disciplinary action or substandard job performance or rule infractions.
- City of Bonner Springs recognizes and encourages employee to use the EAP on a voluntary basis. City of Bonner Springs therefore agrees to help promote the EAP for employees and immediate family members who seek assistance with personal and emotional difficulties.

CONFIDENTIALITY STATEMENT

- City of Bonner Springs recognizes that the success of the EAP will be enhanced by protecting the confidentiality of those employees utilizing the program.
- The name of the employee, who self refers to the EAP, will not be revealed by "Employee Assistance Program."
- Information supplied to City of Bonner Springs on employees referred to the EAP, by a supervisor, will be limited to the following: acknowledgment of failed or kept appointments and acknowledgment of treatment compliance. Additional information, including specific diagnosis or treatment, will not be released unless the employee signs a release specifying the information to be released and to whom.
- All information, regarding an employee's participation in the EAP, is part of the clinical record maintained by "Employee Assistance Program" and is subject to all state and federal confidentiality laws governing such medical records.

PROCEDURE

The EAP "Employee Assistance Program" will be coordinated by an external agency, ComplianceOne. This program will include a toll free 1-800 number, available 24 hours a day, seven days a week, answered by licensed or certified master's level mental health professionals who will provide crisis intervention, telephone assessment, and assistance with a referral to community resources if appropriate. The 1-800 "Employee Assistance Program" number will be provided to each individual employee and be available on the City of Bonner Springs bulletin boards.

All referrals for face-to-face counseling will be directed to the nearest community mental health center or appropriate agency for assessment and determination of the most appropriate level of care. These referrals will include coordination of the time, date, therapist, and location according to the caller's convenience. A face-to-face contact with a therapist will be assured within specific time frames, according to the level of urgency. **The number of visits as provided by agreement with City of Bonner Springs will be at no expense to the employee. A visit is described as "per member per problem per year" for the employee and their immediate household members. Expenses incurred for all following visits whether voluntary or mandatory will be the responsibility of the employee.**

VOLUNTARY REFERRAL

The EAP "Employee Assistance Program" provides unlimited access to all employees and immediate family members, for use at their own discretion as needed. A mental health professional will listen and offer suggestions that might help. Crisis intervention, telephone assessment, and timely access to ongoing treatment resources if appropriate are available through "Employee Assistance Program."

MANDATORY REFERRAL

Mandatory referrals may be made to the EAP by supervisors of City of Bonner Springs. A mandatory referral shall be the result of a documented problem or problems related to poor job performance on the part of the employee. If a mandatory referral is made by a supervisor, the referral form shall be completed by the supervisor, signed by the employee, and the form forwarded to the EAP Designated Employee Representative (DER) of City of Bonner Springs. The EAP DER of City of Bonner Springs will contact the EAP counselor to alert them to the required contact. The employee will have 48 hours from after signing the referral form to contact an EAP counselor by calling the toll-free number and setting up a face-to-face meeting. The EAP counselor will confirm contact from the employee by notifying the EAP coordinator of City of Bonner Springs. Failure to contact the EAP counselor within 48 hours, without just cause, may be grounds for disciplinary action, including termination.

Company Name: _____

DER Name: _____

MANDATORY REFERRAL

As an employee of City of Bonner Springs, I understand that I have been referred to the Employee Assistance Program (EAP). I understand that I must:

Employee Initials Contact the EAP counselor (SAP) within 48 hours of time designated below.

A signed copy of this form will be presented to the EAP, as notification that I am a referral.

I understand that if I do not follow the directions I have initialed above, that I may be subject to disciplinary action up to and including discharge of employment.

Name of Employee: _____

Social Security Number: _____

Signature of Employee Date

Referring Supervisor Date

Designated Employer Representative Date Time

Please Fax Mandatory Referral Form To:
ComplianceOne EAP
Fax: 1-785-232-5172

AUTHORIZATION FOR RELEASE OF INFORMATION

I, _____ (Name of Employee), authorize **ComplianceOne**, and/or its agents/service providers, to release the following individually identifiable health information regarding:

1. My initial contact with the Employee Assistance Program (EAP) counselor, Qualified Mental Health Professional (QMHP) or Substance Abuse Professional (SAP).
2. Confirmation of a face-to-face assessment/evaluation (for Mental Health or Substance Abuse), including the results of the assessment/evaluation (for Mental Health or Substance Abuse) of me by the QMHP or SAP and any recommendations the QMHP or SAP has made for treatment as outlined in the Mandatory Referral Checklist.
3. Confirmation of my admittance, including the date and estimated length of stay, to an appropriate treatment program (for Mental Health or Substance Abuse).
4. Confirmation of my attendance at all scheduled treatment appointments (for Mental Health or Substance Abuse).
5. My completion of the treatment program (for Mental Health or Substance Abuse).
6. My positive drug and/or alcohol test results.

FULL SAP CASE MANAGEMENT SERVICES WILL OCCUR WITH DOT POSITIVE TESTS ONLY.

I authorize **ComplianceOne**, and/or its agents/service providers to release the above information to the **Designated Employer Representative** (DER Name) of City of Bonner Springs.

I also understand the purpose of this disclosure is to inform the **Designated Employer Representative (DER)** _____ of City of Bonner Springs and **ComplianceOne** of my compliance with this mandatory referral.

I also understand I may revoke this authorization at any time, except to the extent that the authorization has already been relied upon, by submitting such revocation in writing to the **Designated Employer Representative** (DER Name) _____ of City of Bonner Springs and **ComplianceOne**.

Employee's initials _____

I further understand that this authorization will be valid for 90 days after my completion of the treatment program.
Employee's initials _____

Printed Name of Employee: _____
(Or employee's representative)

Relationship of Employee's Representative to Employee: _____

Employee's Social Security Number: _____

Signature of Employee or Employee's Representative	Date
--	------

Witness _____ Date _____

Please Fax Mandatory Referral Form To:
ComplianceOne EAP
Fax: 1-785-232-5172

Revised 01/2022

(EXHIBIT A)

CITY OF BONNER SPRINGS

EAP POLICY RECEIPT

As an employee of City of Bonner Springs, I affirm that I have received a copy of City of Bonner Springs EAP Policy and I have attended an employee awareness briefing on the implementation of this program. I am aware that I may be referred to an education and treatment program based on deterioration in my job performance. I agree to abide by all provisions of the EAP policy as a condition of my continued employment with the company.

Employee Name (Please Print)

Employee Signature

Date

City of Bonner Springs Representative

Date

MONTHLY EAP UPDATE REPORT

Please complete and return by the 15th of each month.

Account # (TG3118)

Date: _____

Organization Name: City of Bonner Springs

Address: PO Box 38, 205 E. 2nd Street Bonner Springs, Kansas 66012

Phone: (913) 667-1719

Fax: (913) 273-9557

Contact Person: _____ Title: _____

.....

PLEASE PROVIDE THE FOLLOWING INFORMATION AS IT APPLIES TO YOUR COMPANY:

_____ Number of employees to be covered under the EAP for this month.

.....

COMPLIANCEONE

**2121 SW CHELSEA DRIVE
TOPEKA, KANSAS 66614**

**PHONE: 1-800-886-1123
FAX: 1-785-232-5016**

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Mark Lee

Subject: FP-03-24 - Replat of Tract A of Deerfield Village for the Bonner Springs Senior Villas

Recommendation: Staff and the Planning Commission recommend approval

Action: Make a motion to accept the dedication of right of way and easements as shown for the Bonner Springs Senior Villas plat.

Background: The October 15th Planning Commission meeting led to a unanimous approval (7-0) of the replat of Tract A into two lots for the construction of the Bonner Springs Senior Villas, a three-story, 48 unit building.

Discussion: The proposed replat area is south of Kansas Avenue and east of S. 132nd Street. The parcel is currently vacant but was platted originally in 1987 for apartments. This is indicated on the included original plat. The parcel has been zoned accordingly since the original plat was filed.

Planning Commission minutes are attached.

Financial Impact:

City of Bonner Springs

Agenda Item Cover Sheet

Agenda Item No. 4

CASE #: FP-03-24

Topic: **Consider a Replat** - Consider a Replat of Tract A of Deerfield Village, located at 700 S. 132nd Street, for the Bonner Springs Senior Villas.

Narrative: The property is currently zoned MR (Mixed Residential District) and was reserved for apartments on the recorded final plat of 1987.

The current area included in the recorded final plat is vacant. The proposed replat will subdivide the property into two (2) lots allowing for the construction of a three-story senior living residential building on Lot 1. The building will consist of 48 dwelling units spread across those three floors. The proposed replat includes two (2) mixed residential lots with an average lot size of 4.3+/- acres, stormwater detention/retention will be handled by the existing retention/detention basin on the southern boundary of the property.

The proposed development will not change any lots outside of the proposed replat area.

Presented by: Mark Lee – Community Development Director

Staff Recommendation: Staff recommends that the Planning Commission approve the Replat of Tract A, Deerfield Village for the Bonner Springs Senior Villas with the stipulations listed in the Staff report.

Attachments:

Staff Report (3pgs)

Aerial Image (1pg)

Copy of Deerfield Village Final Plat (2pgs)

Copy of Replat (1pg)

Proposed Site Layout (1pg)

Building Renderings (1pg)

A REPLAT OF TRACT A, DEERFIELD VILLAGE FOR THE BONNER SPRINGS SENIOR VILLAS – REQUEST FOR APPROVAL OF THE REPLAT OF TRACT A.

MEETING DATE: October 15, 2024
REPORT WRITTEN: October 3, 2024
CASE #: FP-03-24

APPLICANT:

- AMD Partners, LLC
1440 Erie Street
North Kansas City, MO 64116

SURVEYOR/ENGINEER:

- Kaw Valley Engineering
14700 W. 114th Terrace
Lenexa, KS 66215

REQUEST:

The applicant is requesting approval of a replat of Tract A, Deerfield Village for the Bonner Springs Senior Villas.

ZONING:

- The property is currently zoned “MR” Mixed Residential District

SURROUNDING ZONING:

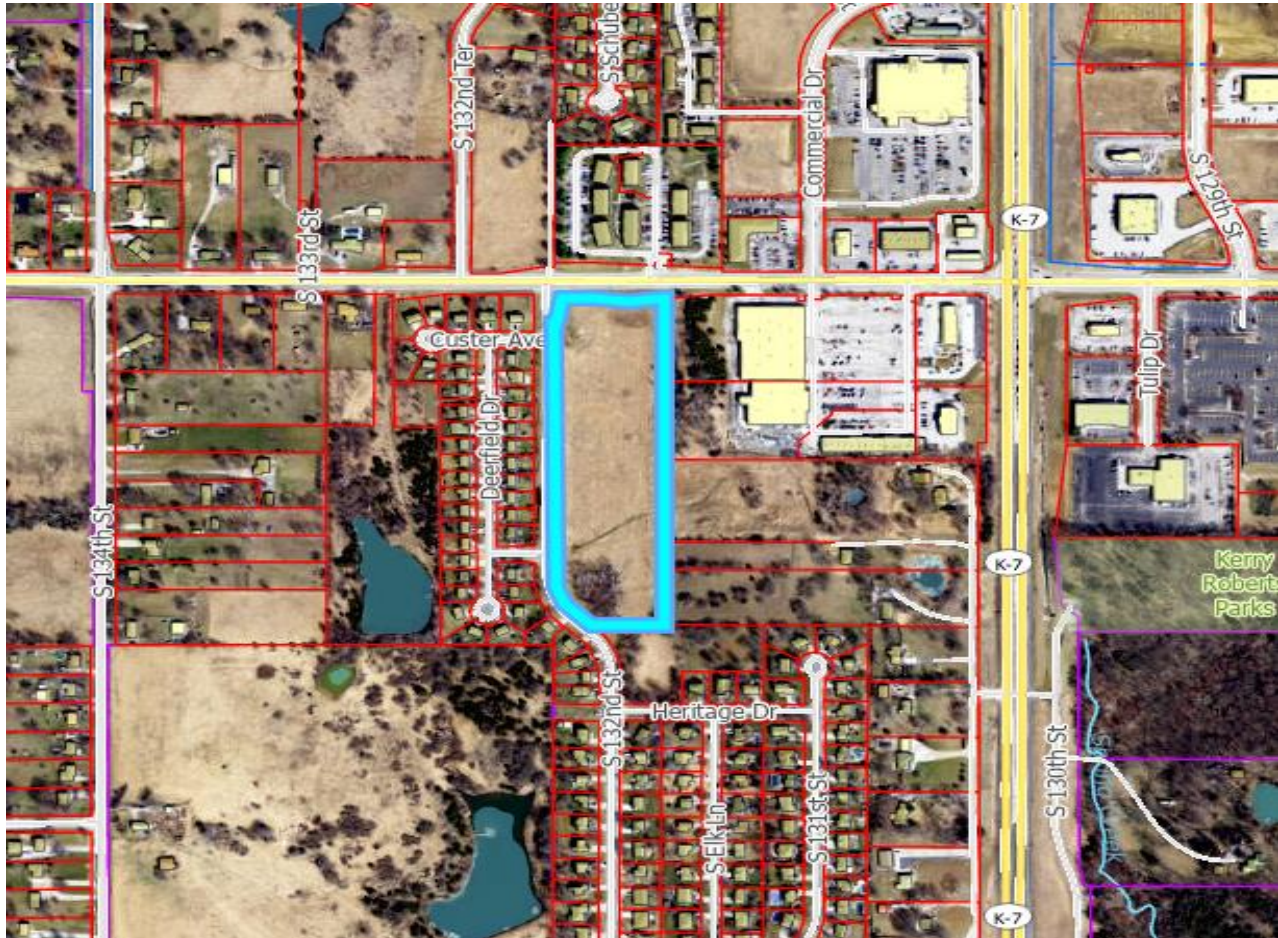
- North MR (Mixed Residential District)
- South PD (Planned Development District)
- East GC (General Commercial)
- West PD (Planned Development District)

BACKGROUND:

The property is currently zoned MR (Mixed Residential District) and was reserved for apartments on the recorded final plat of 1987.

The current area included in the recorded final plat is vacant. The proposed replat will subdivide the property into two (2) lots allowing for the construction of a three-story senior living residential building on Lot 1. The building will consist of 48 dwelling units spread across those three floors. The proposed replat includes two (2) mixed residential lots with an average lot size of 4.3+/- acres, stormwater detention/retention will be handled by the existing retention/detention basin on the southern boundary of the property.

The proposed development will not change any lots outside of the proposed replat area.



The typical replat procedure is being utilized for this application. The purpose of a Replat is to modify existing platted Lots without the need for a Vacating Plat and to ensure compliance with the Unified Development Ordinance of the City of Bonner Springs.

A Replat shall be required when altering the Lot Lines, Lot identification number, Block identification number, setbacks, or any Easement or property dedicated to the City previously established by a lawful subdivision as determined by these regulations.

Traffic Impact/Transportation Excise Tax

Additional traffic will be created by the proposed replat and development itself. The increase in traffic created by the 48 new dwelling units will ingress and egress to and from South 132nd Street via a driveway access to the parking lot.

A Traffic Impact Study shall be completed, submitted, reviewed and approved by the City Engineer and KDOT.

Stormwater Management

Stormwater Management facilities will be required for this parcel. Currently the impression is that the existing Tract B of the Deerfield Village Plat, listed as a detention basin was designed to capture the run-off from this parcel, this is being evaluated by our City Engineer to determine if this is sized appropriately. The developer/builder shall be responsible for the installation and maintenance of Best Management Practices regarding erosion control during the construction process.

Utilities

New utilities are proposed with the subject plat. As part of the replat appropriate utility easements are being put in place to accommodate utility service extensions.

Utility providers have been notified of the replat and have been given an opportunity to comment.

Subdivision Regulations Requirements

The items to be submitted with and included on the replat per the Unified Development Ordinance requirements have been met and reviewed by UG Staff, the City Engineer and the Community Development Director.

STAFF RECOMMENDATION:

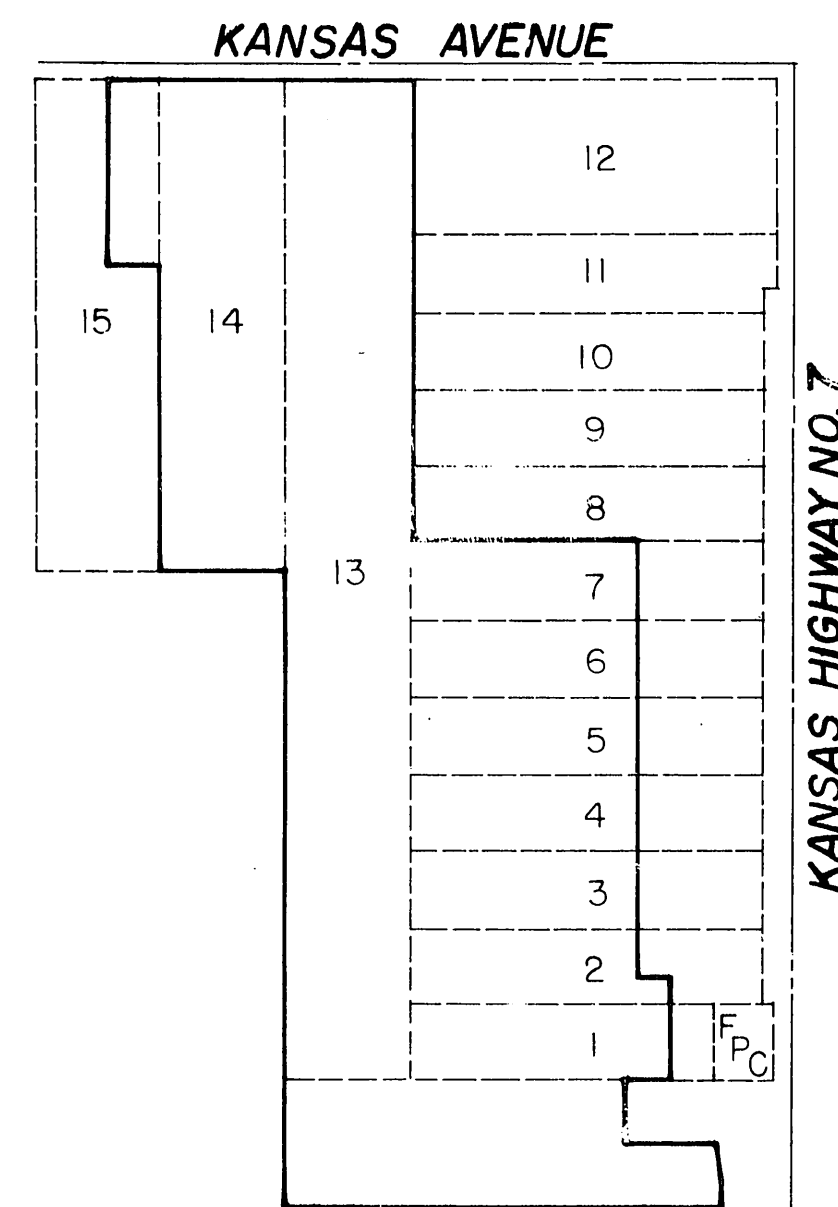
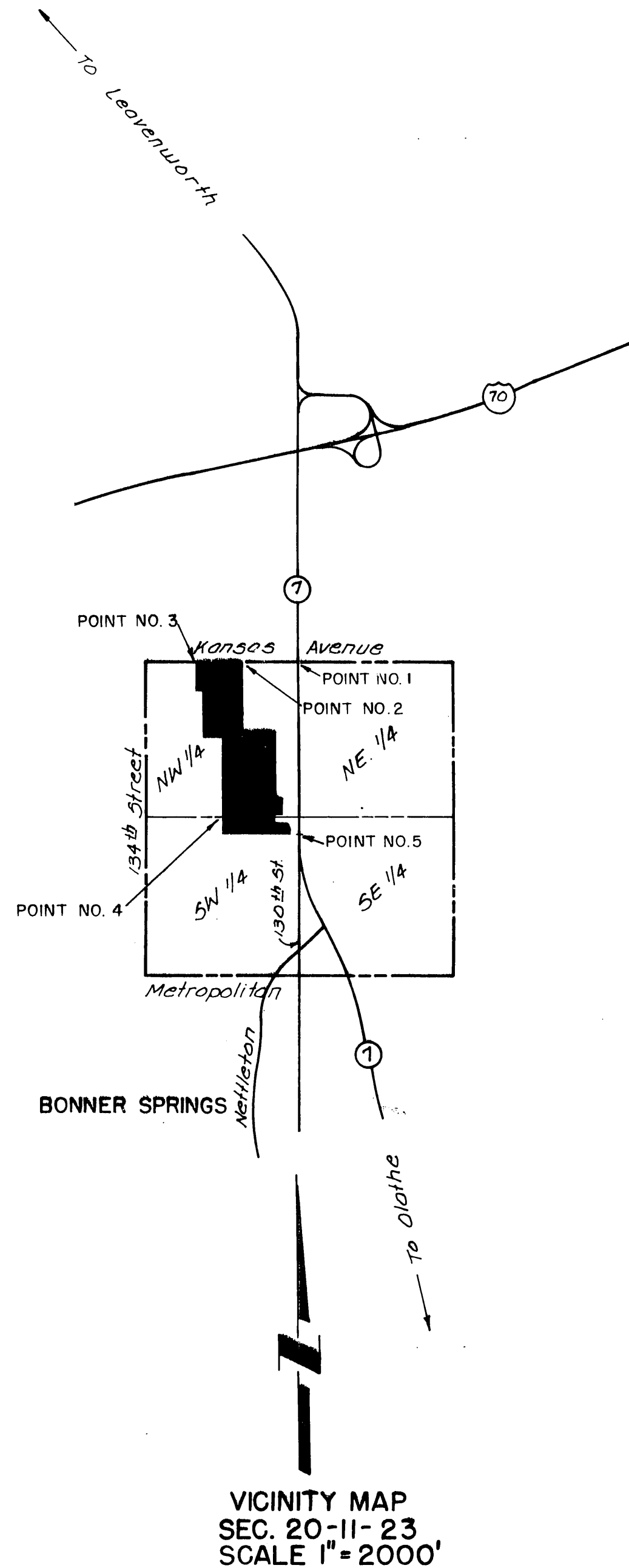
Staff recommends that the Planning Commission approve the Replat of Tract A of Deerfield Village for the Bonner Springs Senior Villas with the stipulations listed below.

STAFF STIPULATIONS:

1. All comments made by the Wyandotte County Surveyor and UG Review Staff, the Bonner Springs City Engineer, City Staff and Utility providers shall be addressed prior to the release of the Replat for filing.
2. A Traffic Impact Study will be required; it shall be reviewed and approved by our City Engineer, KDOT and any other necessary parties.
3. A Storm Water Drainage Study shall be conducted, it shall be submitted for review and approval, if said Tract B will not suffice in size or design.
4. All construction documents referencing Streets and Stormwater, Sanitary Sewer and other necessary utilities shall be submitted and approved by the City prior to construction beginning.
5. All necessary building permits and fees shall be paid prior to a permit being issued.
6. The Replat shall be filed with the Wyandotte County register of Deeds by the developer, with one copy being returned to the City of recording.
7. In addition to the stipulations in this report, the developer/property owner agrees to abide by all regulations contained in the Bonner Springs Unified Development Ordinance

PLAT OF
DEERFIELD VILLAGE
 A RESURVEY AND RESUBDIVISION OF
 LOTS 13 & 14, AND PART OF LOTS 1-7 & 15
 COUNTRY HILLS SUBDIVISION
 CITY OF BONNER SPRINGS
 WYANDOTTE COUNTY, KANSAS

BLOCK NO. 1		BLOCK NO. 4	
Lot No.	Area/Sq. Ft.	Lot No.	Area/Sq. Ft.
1	13,514.74	1	12,000.00
2	10,825.06	2	10,200.00
3	10,836.85	3	9,600.00
4	21,710.40	4-7	10,200.00
5	17,804.41	8	9,600.00
6	11,419.38	9	10,200.00
7	8,767.27	10	11,875.81
8	8,747.10	11	16,122.20
9	8,730.97	12	9,600.00
10	8,714.83	13-16	10,200.00
11	8,698.70	17	9,600.00
12	8,682.56	18	10,200.00
13	8,666.43	19	12,000.00
14	8,650.29		
15	8,634.16	BLOCK NO. 5	
16	8,936.47	Lot No.	Area/Sq. Ft.
17	18,399.55	1	12,000.00
18	27,918.61	2	10,200.00
19	16,373.58	3	9,600.00
20	17,984.58	4-7	10,200.00
21	13,500.00	8	9,600.00
		9	10,200.00
		10-11	12,000.00
		12	10,200.00
		13	9,600.00
		14-17	10,200.00
		18	9,600.00
		19	10,200.00
		20	12,000.00
BLOCK NO. 2		BLOCK NO. 6	
Lot No.	Area/Sq. Ft.	Lot No.	Area/Sq. Ft.
1	13,080.00	1-3	9,600.00
2-7	8,720.00	4	10,800.00
8	13,080.00	5	10,766.58
		6	14,775.18
		7	15,168.83
		8	11,260.79
		9	10,128.40
		10	10,112.26
		11	10,096.13
		12	10,079.99
		13	10,063.86
		14	10,047.72
		15	10,031.59
		16	10,015.45
		17	9,999.32
		18	9,983.18
		19	10,414.28
		20	19,831.90
		21	34,570.58
		22	27,063.66
		23	15,665.77
		24	11,904.28
		25	10,485.12
		26	10,465.11
		27	10,445.09
		28	10,271.50
		29	13,769.73
		30	9,793.60
		31-34	9,798.99
		35	10,452.26
		36	10,466.72



VICINITY MAP
 SEC. 20-11-23
 SCALE 1" = 2000'

RESURVEY OF
 COUNTRY HILLS SUBDIVISION
 SCALE 1" = 500'

LEVEL TIES TO BOUNDARY CORNERS:

- | | |
|--|--|
| 1 IRON BAR WITH ALUMINUM CAP
66.23' N.N.E. to "A" Chiseled in Nose of Island
71.60' S.E. to "A"
61.60' N.W. to Top Center Fire Hydrant | 3 IRON BAR WITH SURVEY CAP
55.10' N.N.W. to Nail in Bottle Cap in Power Pole
19.16' North to Nail in Bottle Cap in Top Mail Box Post
67.45' S.W. to Top Center Fire Hydrant |
| 2 IRON BAR WITH SURVEY CAP
117.25' N.W. To Nail in Bottle Cap in Power Pole
61.23' N.E. to Nail in Bottle Cap in Power Pole
31.96' South to Top Center Fire Hydrant | 4 "A" CUT IN TOP OF ALUMINUM SURVEY CAP
3.33' N.W. to Nail in Bottle Cap in 80" Tree
6.76' S.E. to Nail in Bottle Cap in 24" Tree
7.40' South to Nail in Bottle Cap in 18" Tree |
| | 5 RAILROAD SPIKE
2.4' West of Center of South Bound Lane of K-7 Highway
in Line With Overhead Power Line to West |

Tract "A" = 387,984.08 sq. ft.
 Tract "B" = 96,918.29 sq. ft.
 Tract "C" = 32,231.31 sq. ft.
 Tract "D" = 23,789.09 sq. ft.
 Street Right-of-Way
 Outside of Plat Boundary 7,224.89 sq. ft.

This is a survey and subdivision of a part of the Northwest Quarter (N.W. 1/4) and the Southwest Quarter (S.W. 1/4) of Section 20, Township 11, Range 23, now in the City of Bonner Springs, Wyandotte County, Kansas and a Resurvey and Resubdivision of Lots 13 and 14 and part of Lots 1, 2, 3, 4, 5, 6, 7, and 15, Country Hills Subdivision, a subdivision of land in Bonner Springs, Wyandotte County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 20, Thence North 90°00'00" West along the North line of the Northwest Quarter of said Section 20, said North line also being the centerline of Kansas Avenue, a distance of 990.00 feet (Deed), 988.43 feet (Measured) to the POINT OF BEGINNING; Thence continuing on last described course a distance of 804.67 feet, Thence South 0°15'00" East a distance of 526.00 feet, Thence North 90°00'00" East a distance of 135.00 feet to a point on the West line of Lot 14, said Country Hills subdivision; Thence South 0°15'00" East along the West line of said Lot 14, a distance of 800.31 feet to the Southwest corner of said Lot 14, Thence South 89°57'13" East along the South line of said Lot 14, a distance of 330.00 feet to the Southeast corner of said Lot 14, Thence South 0°06'20" East along the West line of Lot 13, said Country Hills subdivision, a distance of 1326.19 feet, to the Southwest corner of said Lot 13, said corner being on the South line of Northwest Quarter of said Section 20, Thence South 0°12'31" West a distance of 332.87 feet; Thence South 89°55'35" East along the South line of the North Half of the North Half of the Northeast Quarter of the Southwest Quarter of said Section 20, a distance of 1143.85 feet, to a point on the West Right-of-Way line of 130th Street as now established, Thence North 0°09'25" East along the West Right-of-Way line of said 130th Street a distance of 75.20 feet, Thence North 07°03'35" West along the West Right-of-Way line of said 130th Street a distance of 93.39 feet, Thence North 89°55'35" West a distance of 249.40 feet, Thence North 0°10'18" East a distance of 165.00 feet to a point on the South line of Lot 1, said Country Hills Subdivision, said South line of Lot 1 being the South line of the Northwest Quarter of said Section 20, Thence South 89°55'35" East along the South line of said Lot 1, a distance of 124.13 feet; Thence North 0°02'20" East a distance of 268.70 feet, Thence North 89°55'35" West a distance of 87.94 feet, Thence North 0°02'20" East a distance of 1140.00 feet to a point on the North line of Lot 7, said Country Hills Subdivision; Thence North 89°55'35" West along the North line of said Lot 7, a distance of 589.00 feet to the Northwest corner of said Lot 7, Thence North 0°02'20" East along the East line of Lot 13, said Country Hills Subdivision a distance of 1244.48 feet to the Point of Beginning, Containing 51.60 acres of replatted ground and 7.74 acres of unplatted ground.

DEDICATION

The undersigned proprietor of the herein described tracts of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereinafter be known as

"DEERFIELD VILLAGE"

The roads, streets and public ways, as shown on this plat and not heretofore dedicated to the public as such, are hereby so dedicated.

An easement or license is hereby granted to the City of Bonner Springs, Wyandotte County, Kansas and to all public utility companies duly incorporated and licensed to do business in Bonner Springs, Wyandotte County, Kansas, to enter upon, construct, and maintain, poles, wires, pipes, conduits, sewers, surface drainage facilities, etc. --- upon, over and under those areas outlined and designated on the plat as "Utility Easements" or "U/E".

The storm water detention easements shown in Tracts "B" and "C", are established to provide storm water easements and facilities. These easements shall be maintained by the property owners. Only, and only if, these facilities are not maintained to the satisfaction of the City of Bonner Springs, Kansas; the city shall have the right, but not the obligation, to enter upon said tract of land and take whatever action necessary.

IN TESTIMONY WHEREOF, 131 Bonner Springs Associates, a Missouri General Partnership and Lawrence M. Klinghoffer and Barbara C. Klinghoffer, the undersigned proprietors of the property described herein, has caused this instrument to be executed this 15th day of March, 1987.

Lawrence H. Levy
 Lawrence H. Levy, Partner
Marc A. Swartz
 Marc A. Swartz, Partner

John H. Hoelzel
 John H. Hoelzel, Partner
Gregory G. Swartz
 Gregory G. Swartz, Partner

State of Kansas, County of Wyandotte, ss:
 BE IT REMEMBERED, that on this 15th day of March, 1987, before me the undersigned Notary Public, in and for the County and State aforesaid, came Lawrence H. Levy, John H. Hoelzel, Marc A. Swartz, and Gregory G. Swartz, who are personally known to me to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same to the voluntary act of said persons.

Lorraine Sady, Notary Public
 Deerfield Homes Partnership
Lawrence M. Klinghoffer
 Lawrence M. Klinghoffer, Managing Partner
Barbara C. Klinghoffer
 Barbara C. Klinghoffer, General Partner

State of Kansas, County of Wyandotte, ss:
 BE IT REMEMBERED, that on this 15th day of March, 1987, before me the undersigned Notary Public, in and for the County and State aforesaid, came Lawrence M. Klinghoffer, and Barbara C. Klinghoffer, who are personally known to me to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same to the voluntary act of said persons.

Lorraine Sady, Notary Public
 This plat of "DEERFIELD VILLAGE" has been submitted to and approved by the Bonner Springs Kansas Planning Commission.
 Dated this 31st of March, 1987
 Bonner Springs, Kansas Planning Commission.
Chris Ferre
 Chris Ferre, Chairman

The dedications shown hereon, if any, are accepted by the City Council of the City of Bonner Springs, Kansas, this 15th day of September, 1987.

Reece Kufin, Mayor
Sue Stinnett
 Sue Stinnett, City Clerk

Recommended for approval by the Bonner Springs, Kansas, Engineer, this 4th day of May, 1987.

Kelly C. Viets
 Kelly C. Viets, P.E., City Engineer

State of Kansas, County of Wyandotte, ss:
 This is to certify that this instrument was filed for record in the Register of Deeds Office on this 15th day of March, 1987 at 10 o'clock and is duly recorded.

Thomas Groneman Register of Deeds

Michael Zupan, Deputy

ALLENBRAND - DREWS & ASSOCIATES
 ENGINEERS - SURVEYORS
 122 NORTH WATER
 OLATHE, KANSAS
 68061

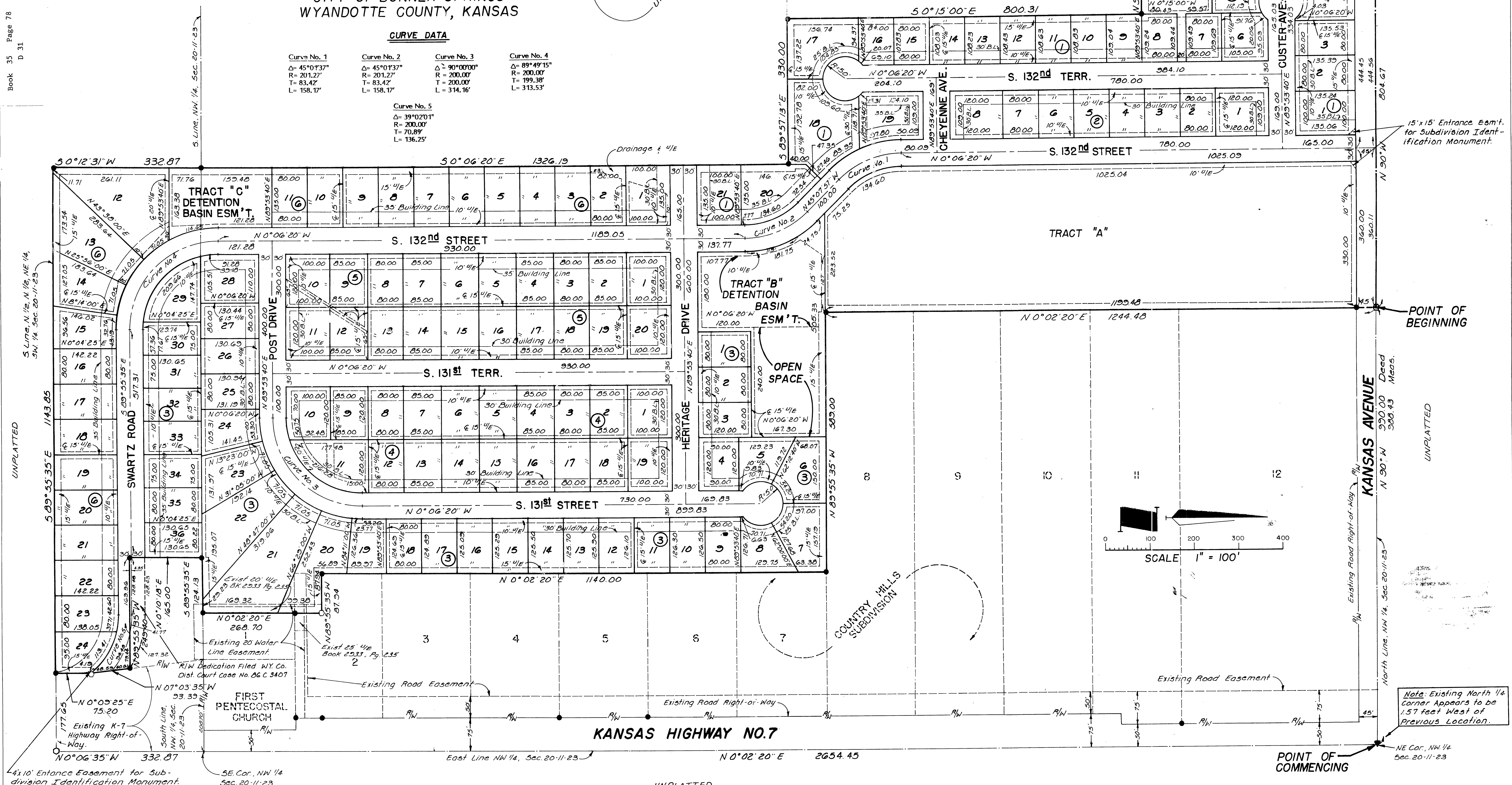
TRACT	LAND USE
"A"	APARTMENTS
"B"	DETENTION BASIN ESM'T.
"C"	DETENTION BASIN ESM'T.
"D"	POOL AND CLUB HOUSE

PLAT OF
DEERFIELD VILLAGE
A RESURVEY AND RESUBDIVISION OF
LOTS 13 & 14, AND PART OF LOTS 1-7 & 15
COUNTRY HILLS SUBDIVISION
CITY OF BONNER SPRINGS
WYANDOTTE COUNTY, KANSAS

Book 36
Pg 78
D 31

CURVE DATA

Curve No. 1 Δ= 45°01'37" R= 201.27' T= 83.42' L= 158.17'	Curve No. 2 Δ= 45°01'37" R= 201.27' T= 83.42' L= 158.17'	Curve No. 3 Δ= 89°49'15" R= 200.00' T= 199.38' L= 314.16'	Curve No. 4 Δ= 89°49'15" R= 200.00' T= 199.38' L= 313.53'
Curve No. 5 Δ= 39°02'01" R= 200.00' T= 70.89' L= 136.25'			



- DENOTES EXISTING IRON BAR FOUND
- DENOTES EXISTING IRON BAR AND ALUMINUM CAP FOUND
- DENOTES IRON BAR AND SURVEY CAP SET

NOTE: Iron Bars with Survey Caps will be set at all lot corners after Street Grading.

SURVEYOR:

Kenneth E. Nellor, L.S. #870
129 South Parker Street
Olathe, Kansas 66061
913-764-1076

I HEREBY CERTIFY THIS IS A TRUE AND ACCURATE PLAT OF SURVEY.

BY *Kenneth E. Nellor* DATE 3-5-87



OWNERS & DEVELOPERS:

Larry Levy
3520 West 75th Street
Suite 101
Prairie Village, Kansas 66208
Tel. 913-362-1101

Larry Klinghoffer
4620 Millbrook Court
Shawnee, Kansas 66218
Tel. 816-931-9077

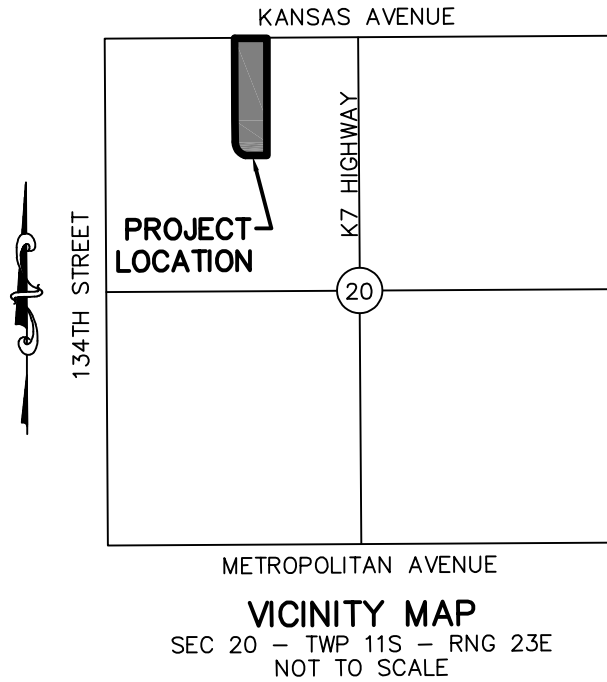
ALLENBRAND - DREWS & ASSOCIATES

ENGINEERS - SURVEYORS

129 SOUTH PARKER
OLATHE, KANSAS
66061

Note: Existing North 1/4 Corner Appears to be 157 feet West of Previous Location.

BONNER SPRINGS SENIOR VILLAS
A REPLAT OF TRACT A, DEERFIELD VILLAGE
A SUBDIVISION IN BONNER SPRINGS, WYANDOTTE COUNTY, KANSAS,
AND PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 23 EAST



COVENANT TO LEVY:

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HEREBY CONSENTS AND AGREES THAT THE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF BONNER SPRINGS, WYANDOTTE COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC USE FROM THE LIEN AND EFFECT OF ANY SPECIAL ASSESSMENTS, AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS ON SUCH LAND DEDICATED, SHALL BECOME AND REMAIN A LIEN ON THIS LAND FRONTING AND ABUTTING ON SUCH DEDICATED PUBLIC WAY OR THOROUGHFARE.

EXECUTION:

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF _____, 20__.

OWNER: GUY B TINER

STATE OF KANSAS)

COUNTY OF WYANDOTTE)

BE IT REMEMBERED, THAT ON THIS ____ DAY OF _____, 20__, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR ABOVE-WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

APPROVALS:

THIS PLAT OF BONNER SPRINGS SENIOR VILLAS HAS BEEN SUBMITTED TO AND APPROVED BY THE BONNER SPRINGS PLANNING COMMISSION THIS ____ DAY OF _____, 20__.

GREG GEBAUER, PLANNING COMMISSION CHAIR

LARISSA PHILLIPS, PLANNING COMMISSION SECRETARY

THESE EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE GOVERNING BODY OF BONNER SPRINGS, KANSAS, THIS ____ DAY OF _____, 20__.

TOM STEPHENS, MAYOR

ATTEST: CHRISTINA BRAKE, CITY CLERK

THIS SURVEY HAS BEEN REVIEWED FOR FILING, PURSUANT TO KSA 58-2003, 58-2005, AND 58-2011, FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THOSE PROVISIONS. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

DATE: _____
BRENT E. THOMPSON, KS PS 1277, COUNTY SURVEYOR

THIS IS TO CERTIFY, THAT THIS IS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THIS ____ DAY OF _____, 20__, AT _____ O'CLOCK AND IS DULY RECORDED.

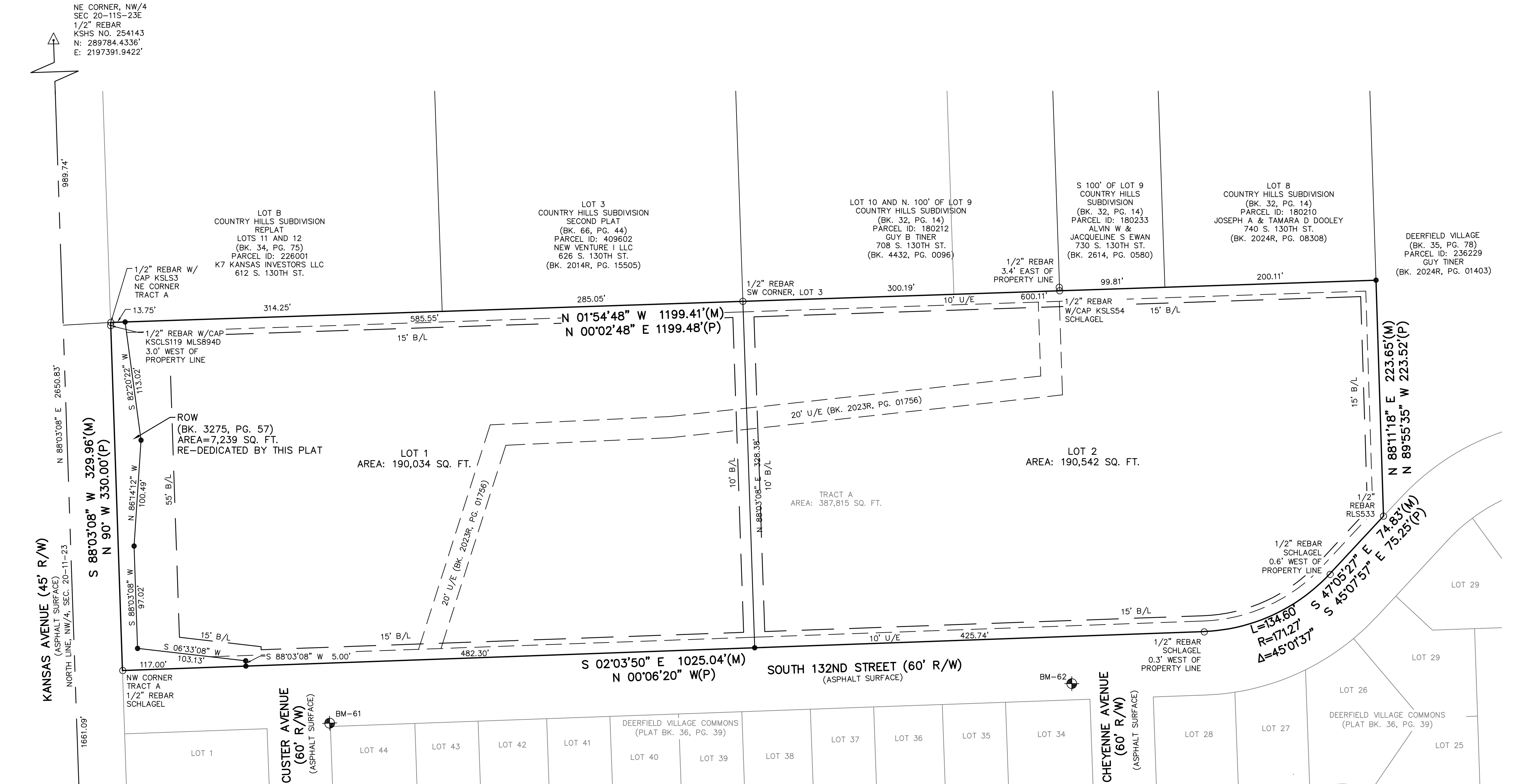
SUSAN P. NELSON, REGISTER OF DEEDS

SURVEYOR'S CERTIFICATION:

I, KENNETH J. DEDRICK, BEING A DULY REGISTERED AND LICENSED LAND SURVEYOR IN THE STATE OF KANSAS, HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND MEETS OR EXCEEDS THE CURRENT KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. THAT THE LINES OF POSSESSION ARE DEPICTED HEREON, THE COURSES AND DISTANCES SHOWN HEREON ARE THOSE MEASURED ON THE DATE OF THE SURVEY AND THAT THE SURVEY WAS COMPLETED IN THE FIELD AND ON THE GROUND AND MAY BE RELIED UPON BY THE PARTIES CERTIFIED AS TO BEING CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE. THE FIELD WORK WAS COMPLETED ON DECEMBER 7, 2023.

DATE OF PLAT OR MAP: SEPTEMBER 09, 2024

		14700 WEST 114TH TERRACE LENEXA, KANSAS 66215 PH. (913) 894-5150 lx@kveng.com www.kveng.com	PROJECT NO. 22301873 DRAWN BY CLP CHECKED BY RAD CFN 1873 SHEET 1 OF 1
PROJECT: APARTMENTS AT 700 S. 132ND ST 700 SOUTH 132ND STREET BONNER SPRINGS, KANSAS 66012		PREPARED FOR: AND PARTNERS LLC 1440 ERIE STREET NORTH KANSAS CITY, MISSOURI	
KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY KANSAS STATE CERTIFICATE OF AUTHORIZATION NO. LS-20. EXPIRES 12/31/24			



NW CORNER, NW/4
SEC. 20-11S-23E
3 1/2" BRASS DISK
KSHS NO. 302829

DESCRIPTION

TRACT A, DEERFIELD VILLAGE COMMONS, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS.

DEDICATIONS:

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS "BONNER SPRINGS SENIOR VILLAS".

THE UNDERSIGNED PROPRIETORS OF SAID PROPERTY SHOWN ON THE PLAT DO HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON THIS PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, PARKWAYS, AVENUES AND ALLEYS NOT HERETOFORE DEDICATED. WHERE PRIOR EASEMENT RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION OF SAID PARTS OF THE LAND SO DEDICATED, AND ANY PIPES, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES HERETOFORE INSTALLED THEREUPON AND THEREIN ARE REQUIRED TO BE RELOCATED, IN ACCORDANCE WITH PROPOSED IMPROVEMENTS AS NOW SET FORTH, THE UNDERSIGNED PROPRIETORS HEREBY ABSOLVE AND AGREE TO INDEMNIFY THE CITY OF BONNER SPRINGS, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY SUCH EXISTING UTILITY INSTALLATIONS WITHIN SAID PRIOR EASEMENTS.

AN EASEMENT TO ENTER UPON, LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, OR MAINTENANCE AND USE OF CONDUITS, WATERLINES, GAS, SEWER LINES, POLES WIRES, DRAINAGE FACILITIES, DUCTS AND CABLES, AND SIMILAR FACILITIES UPON, OVER, AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENTS" OR "U/E" IS HEREBY GRANTED TO THE CITY OF BONNER SPRINGS, KANSAS, WITH SUBORDINATE USE OF THE SAME BY OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE EACH SUCH EASEMENT FOR SAID PURPOSES.

FLOOD STATEMENT:

SURVEYED PARCEL IS SHOWN TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DEPICTED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 20209C0109E, MAP REVISED SEPTEMBER 2, 2015, CITY OF BONNER SPRINGS, WYANDOTTE COUNTY, KANSAS. LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE RATE MAP.

REFERENCE PLATS:

- COUNTRY HILLS SUBDIVISION (BOOK 2362, PAGE 196)
- COUNTRY HILLS SUBDIVISION REPLAT LOTS 11 AND 12 (BOOK 34, PAGE 75)
- COUNTRY HILLS SUBDIVISION REPLAT OF LOT 16 (BOOK 32, PAGE 60)
- COUNTRY HILLS SUBDIVISION SECOND PLAT, A REPLAT OF A PORTION OF LOT C AND ALL OF LOT D, REPLAT OF LOTS 11 AND 12 (BOOK 66, PAGE 44)
- DEERFIELD VILLAGE A RESURVEY AND RESUBDIVISION OF LOTS 13& 14, AND PARTS OF LOTS 1-7, & 15 (BOOK 35, PAGE 78)
- DEERFIELD VILLAGE COMMONS, A RESURVEY AND RESUBDIVISION OF LOTS 1-21 & TRACT D, BLOCK 1; AND LOTS 1-8, BLOCK 2 (BOOK 36, PAGE 39)

REFERENCE DEEDS:

- CORPORATION WARRANTY DEED (BK. 2013R, PG. 01403)

NOTE:

THE SURVEY ON WHICH THIS DESCRIPTION IS BASED MEETS OR EXCEEDS THE STATE MINIMUM STANDARD REQUIREMENT OF 1:10,000 ± 0.10 FEET. THE MATHEMATICAL CLOSURE ERROR IN THIS DESCRIPTION IS 0.001 OR 1:10679000'. THE DESCRIPTION CLOSES TO THE "POINT OF BEGINNING".

HORIZONTAL AND VERTICAL DATUM:

UNLESS OTHERWISE NOTED THE COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON THE KANSAS STATE PLANE, NORTH ZONE 1501 (NAD 1983) (NAD 1988)
CAF: 0.99992846
1 METER = 3.28083333 U.S. SURVEY FEET
GROUND COORDINATES X COMBINED ADJUSTMENT FACTOR (CAF) = GRID COORDINATES
SCALED AROUND 0.0

JCPW 1063 DATUM BENCH MARK
NORTHING: 79543.80 (GRID/METERS) 260989.0780 (GROUND/FEET)
EASTING: 672482.68 (GRID/METERS) 2206466.142 (GROUND/FEET)
ELEV = 284.3 (METERS) 932.83 (FEET)

BERNSTEIN MONUMENT WITH SECURITY CAP SET AT GROUND LEVEL, EAST OF THE EAST END OF BRIDGE AT K-7 HIGHWAY AND SHAWNEE MISSION PARKWAY BETWEEN EAST AND WEST BOUND LANES IN GREEN SPACE. MONUMENT IS WEST OF TRAFFIC SIGN POLE K7 NORTH.

PROJECT BENCH MARK:

BM-61
CHISELED SQUARE ON THE SOUTH SIDE OF SIDEWALK PI IN THE SOUTHWEST QUADRANT OF 132ND ST AND CUSTER AVENUE, NORTHWEST OF THE NORTHEAST FENCE CORNER OF ADDRESS 623 SOUTH DEERFIELD DRIVE.
ELEV = 1013.19

BM-62
CHISELED SQUARE ON THE CENTER FRONT FACE OF A CURB INLET IN THE NORTHWEST QUADRANT OF 132ND STREET AND CHEYENNE AVENUE, EAST OF ADDRESS 731 SOUTH DEERFIELD DRIVE.
ELEV = 982.68

KANSAS AVENUE

134TH STREET

K7 HIGHWAY

PROJECT LOCATION

20

METROPOLITAN AVENUE

VICINITY MAP

SEC 20 - TWP 11S - RNG 23E

NOT TO SCALE

PREPARED BY:
KAW VALLEY ENGINEERING, INC.
14700 W 114TH TERR.
LENEXA, KANSAS 66215
PHONE: (913) 894-5150
CONTACT: JAMES ANDERSON
EMAIL: anderson@kveg.com

LEGEND:

- | | | | |
|---|--|---|----------------------------------|
|  | SECTION CORNER |  | STORM SEWER MANHOLE |
|  | BENCHMARK |  | SANITARY SEWER LINE |
|  | CURB-CHIP FOUND |  | STORM SEWER LINE |
|  | MONUMENT FOUND
ORIGIN UNKNOWN UNLESS
OTHERWISE NOTED |  | CORRUGATED METAL PIPE |
|  | 1/2"x24" REBAR
W/CLS 20 CAP
(UNLESS NOTED OTHERWISE) |  | STREET/TRAFFIC SIGN |
|  | CONTROL POINT |  | POLYVINYL CHLORIDE PIPE |
|  | EXISTING LIGHT POLE |  | BACK TO BACK OF CURB MEASUREMENT |
|  | UNDERGROUND GAS |  | EDGE TO EDGE OF ASPHALT |
|  | GAS CATHODIC PROTECTION TESTING STATION |  | TREE LINE |
|  | UNDERGROUND GAS |  | WIRE FENCE |
|  | UNDERGROUND WATER LINE WARNING SIGN |  | CALCULATED MEASURED VALUE |
|  | WATER LINE |  | MEASURED VALUE |
|  | WATER LINE GATE VALVE |  | PLAT VALUE |
|  | FIBER OPTIC CABLE SIGN |  | RIGHT-OF-WAY |
|  | UNDERGROUND FIBER OPTIC CABLE |  | CALCULATED PLAT VALUE |
| | |  | VENTED UTILITY VAULT |
| | |  | SANITARY SEWER MANHOLE |

PROPOSED LEGEND

-
-  CONCRETE CURB AND GUTTER
 -  CONCRETE CURB AND GUTTER WITH REVERSE FLOW
 -  PAINTED CURB FOR FIRE LANE
 -  ASPHALT SURFACE COURSE (040)
 -  CONCRETE PAVEMENT (042) W/Jointing TYPE 3 JOINT (TYP)
 -  CONCRETE SIDEWALK (055+005) W/Jointing TYPE 1 JOINT (TYP)
 -  76 PROPOSED PARKING COUNT
 -  PROPOSED LIGHT POLE
 -  PROPOSED HIGH LED BOLLARD
 -  PROPOSED FLARED END SECTION



**Know what's below.
Call before you dig**

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES, FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY. KANSAS ONE CALL TICKET(S) # 23645283, 23645277, 23645262

SAFETY NOTICE TO CONTRACTOR

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

WARRANTY / DISCLAIMER

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER KAW VALLEY ENGINEERING, INC NOR ITS PERSONNEL CAN OR DO WARRANTY THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE KAW VALLEY ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS MADE ON THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

[illegible]

KAW VALLEY ENGINEERING
14700 WEST 114TH TERRACE
LENEXA, KANSAS 66215
PH. (913) 894-5150
lx@kveeng.com | www.kveeng.com

APARTMENTS AT 700 S 132ND STREET
700 SOUTH 132ND STREET
BONNER SPRINGS, KANSAS 66012

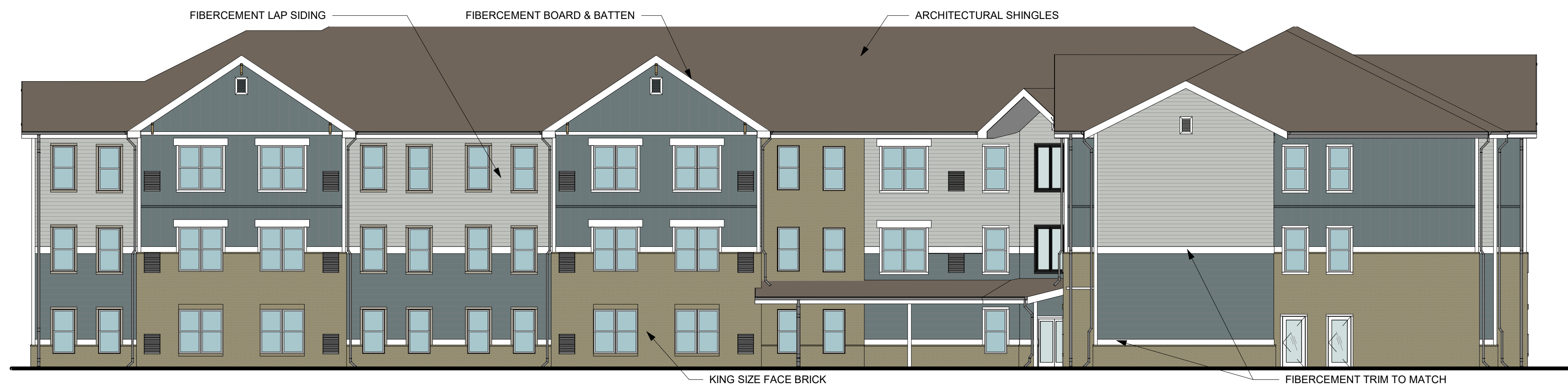
CONSTRUCTION DOCUMENTS
SITE DEVELOPMENT PLAN

PROJ. NO.		C23_1873	
DESIGNER		DRAWN BY	
CJC		NJN	
CFN			
1873SDP			
SHEET		REV	
C000		0	



C2 NORTH ELEVATION - COLORED
3/32" = 1'-0"

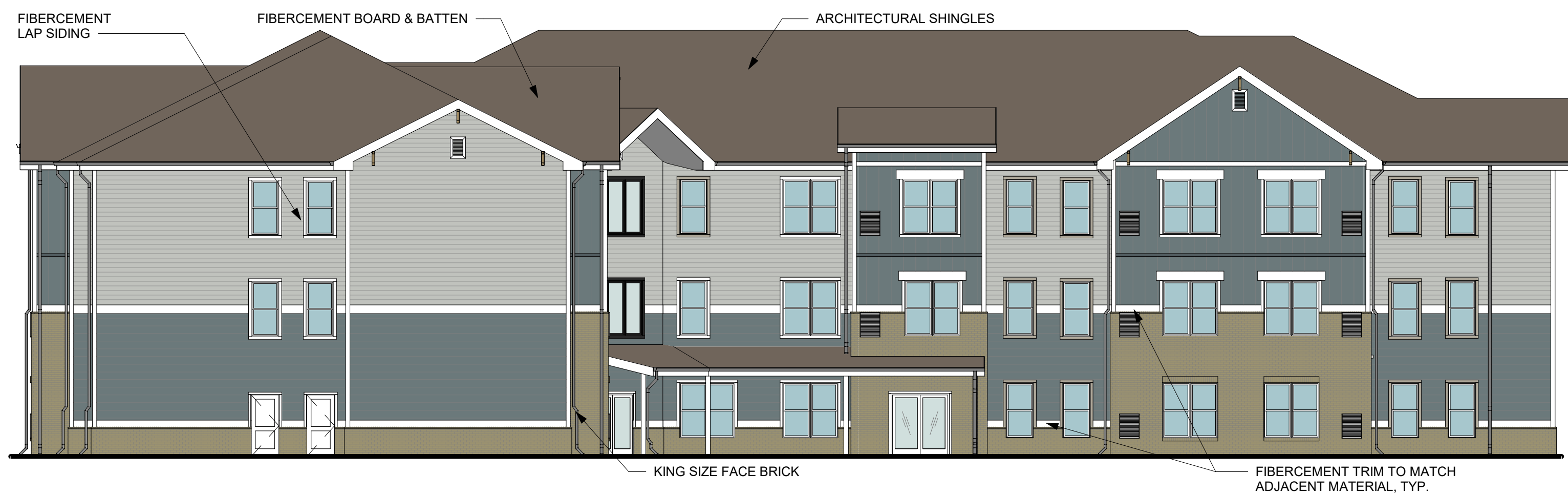
MATERIAL LEGEND		
	S-1	10" PREFINISHED FIBER LAP SIDING - BOOTHBAY BLUE
	S-2	6" PREFINISHED FIBER LAP SIDING - LIGHT MIST
	BB-1	FIBERCEMENT BOARD & BATTEN SIDING - EVENING BLUE
	BR-1	FACE BRICK - TAN/BROWN
	CS-1	BRICK ROWLOCK BANDING, WINDOW SILLS AND CAPS
	CMU-1	SPLIT FACE CMU
	TR-1	PREFINISHED FIBER TRIM - 3-1/2" & 5-1/2" AT WINDOW 11-11/4" AT BANDING 3-1/2" VERTICAL OUTSIDE / INSIDE CORNER TRIM



B2 SOUTH ELEVATION - COLORED
3/32" = 1'-0"



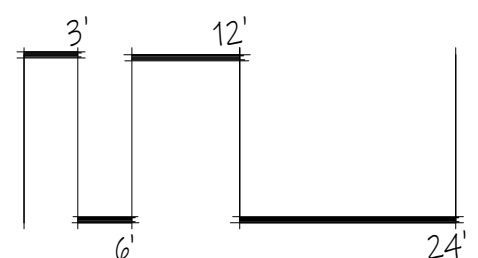
B1 ENTRY ELEVATION - COLORED
3/32" = 1'-0"



A2 WEST ELEVATION - COLORED
3/32" = 1'-0"



A1 EAST ELEVATION - COLORED
3/32" = 1'-0"



COLORED ELEVATIONS

BONNER SPRINGS SENIOR VILLAS

BONNER SPRINGS, KS

A.1



City of Bonner Springs

KANSAS

Planning Commission Minutes - Regular Meeting - October 15, 2024

PLANNING COMMISSION MEETING - 7:00 PM -

CALL TO ORDER - ROLL CALL - Sherri Neff was present via Zoom and Paul Zeps was absent.

CONSENT AGENDA -

Approval of the minutes from the September 17, 2024 meeting - Lloyd Mesmer had a concern about the BZA-06-24 Variance Request being tabled until this meeting and there is nothing on tonight. Mark Lee stated the applicant reached out via email and requested the item be moved to a later agenda due to some health concerns they were dealing with at the time. Mesmer says we have it on record now, and it is tabled.

Lloyd Mesmer moved Larry Clark seconded to approve the minutes of the September 17, 2024, Planning Commission Meeting as presented.

OLD BUSINESS -

NEW BUSINESS -

FP-03-24 - Replat - Consider the replat of Tract A of Deerfield Village - The property is currently zoned as MR mixed residential district and reserved for apartments on the recorded final plat of Deerfield Village approved and filed in 1987.

That area is vacant and the replat will subdivide the property into 2 lots, allowing construction of a 3-story senior living residential building on lot one. The building will consist of 48 dwelling units spread across three floors. The proposed replat includes two mixed residential lots with an average lot size of 4.3 acres and both of the lots once split will still remain mixed residential. The property abuts Kansas Ave on the north and 132nd Street to the west and east is True Value and Dollar Tree.

Larry Clark had a question about the use of the villas. Will they be subsidized housing, or will the rent be market rate?

Tom Solon of AMD Partners, representing the ownership development group, stated it is a tax credit deal through the State of Kansas and will be subsidized housing for 55 and older.

Larry Clark moved that it be approved subject to staff stipulations. Lloyd Mesmer seconded to approve FP-03-24 Replat of Tract A of Deerfield Village. Motion passed.

This will be at the City Council Meeting on November 11, 2024.

Consider Amendments to the By-Laws of the Planning Commission - Elections moved to January

Start time will be 6:30 unless Board of Zoning Appeals goes over.

Adjust the Order of Business to match the current agenda format

The Planning Commission Meeting will go no longer than 10:30 p.m.

Mark Lee will look into the end time for Board of Zoning Appeals and start time for the Planning Commission.

Chair Gebauer asked what maximum amount of time the Board of Zoning Appeals can go? Mark Lee stated there is no time limit on Board of Zoning Appeals meetings.

Mark Lee also stated that there are no Board of Zoning Appeals by-laws that he has found, but we should have something.

Chair Gebauer stated could they mirror the Planning Commissions with the addendum that they are for Board of Zoning Appeals by-laws? Mark Lee will look into it.

Lloyd Mesmer motioned Nick Perica seconded to approve the amendments to the By-Laws of the Planning Commission.

2024-2026 Application and Review Submittal Calendar - Planning Commission Meeting Dates -

OPEN AGENDA -

COMMUNITY DEVELOPMENT DIRECTORS REPORT - Review the updated submittal and meeting schedule

November meeting -

Special Use Permit and Variance Request - Evergy monopole communication tower at Nettleton and Metropolitan.

Replat 120 Oak St

Sandstone Townhomes opening has been delayed. Evergy is working on providing power to the site as well as throughout the neighborhood.

Apartments north of Academy Bank are still moving. They will still need to plat the property.

Mattel has not closed on the lots yet and is still working with the City on incentives. Still in discussions.

Quik Trip plans are approved and we are still talking about the sign. They will be sending it out for bid and start early next year.

ADJOURNMENT - 7:26 p.m.

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Megan Gilliland

Subject: Resolution to Amend the Development Agreement for the Sandstone Reinvestment Housing Incentive District (RHID).

Recommendation: Staff and bond counsel recommend approval.

Action: Make a motion to table the consideration of a resolution to amend and restate the Development Agreement for the Sandstone RHID until the December 16, 2024, City Council meeting.

Background: In September 2022, the City established the Sandstone Townhomes Development Agreement and RHID (Reinvestment Housing Incentive District). Since that time, the developer has worked diligently to build the townhome complex but there have been utility delays resulting in a need to extend the original agreement to complete the project. The developer has also asked for the ability to sell a portion of the completed townhome units in the project area.

Discussion: Due to utility delays and a request to sell some units in the project area, there is a need to review and consider an amended Development Agreement for the Sandstone Townhome RHID Project.

Financial Impact: Amending and restating the Development Agreement does not have a financial impact to the City beyond the originally agreed upon terms for reimbursement of public infrastructure costs in the Project.

**AMENDED AND RESTATED
SANDSTONE TOWNHOMES DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED SANDSTONE TOWNHOMES DEVELOPMENT AGREEMENT (this "Agreement") is entered into this ___th day of November, 2024 (the "Effective Date"), by and between the **CITY OF BONNER SPRINGS, KANSAS**, a Kansas municipal corporation (the "City"), and **RIVER BEND LAND COMPANY – PV, LLC**, a Kansas limited liability company ("Developer"). The City and Developer are referred to collectively herein as the "Parties". This Agreement amends and restates in its entirety the Sandstone Townhomes Development Agreement, dated as of September 12, 2022 (the "Original Agreement"), by and between the City and the Developer.

RECITALS

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

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

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

D. On June 16, 2022, the City submitted a certified copy of the RHID Resolution to the Secretary of Commerce (the "Secretary") for approval of the establishment of the RHID in the City, as required by Section 12-5244(c) of the RHID Act.

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

F. On September 12, 2022, the Governing Body of the City held a public hearing in connection with Developer's proposed Development Plan for the Sandstone Townhomes RHID (the "Development Plan"), pursuant to the RHID Act. The Development Plan provides, among other things, for the collection of the Incremental Property Taxes (defined below in Section 4.2(a)(i)) within the Sandstone Townhomes RHID to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain RHID Eligible Expenses (defined below in Section 4.2). On September 12, 2022, the Governing Body of the City approved and adopted the Development Plan and established the Sandstone Townhomes RHID through the adoption of Ordinance No. 2533 (the "Sandstone Townhomes RHID Ordinance"), pursuant to the RHID Act. The Sandstone Townhomes RHID Ordinance is attached hereto as **Exhibit C**.

G. On November 12, 2024, the Governing Body of the City adopted Resolution No. 2024-___ authorizing the execution and delivery of the Agreement to amend and restate the Original Agreement in its entirety.

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

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

AGREEMENT

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

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

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

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

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

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

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

ARTICLE II

THE PROJECT

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

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

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

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

thereof except to the extent Developer or an Affiliate is responsible for public landscaping or Infrastructure pursuant to a maintenance bond or similar obligation).

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

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

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

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

ARTICLE III

CONDITIONS

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

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

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

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

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

3.2. Termination. In the event that the Public Financing Conditions are not met or waived on or prior to December 31, 2022 (the "Drop Dead Date"), then either party hereto shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such

termination of this Agreement, the Parties shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the City to be paid for by Developer pursuant to that certain Funding Agreement dated as of July 25, 2022, and the provisions of this Agreement, the City shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE IV

FINANCING

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

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

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

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

"Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the Sandstone Townhomes RHID on the Effective Date. The Parties acknowledge and agree that, subject to the final determination of the County, the Base Year Assessed Valuation of the real property within the Sandstone Townhomes RHID is \$20,756.

(ii) Sandstone Townhomes RHID Fund. During the existence of the Sandstone Townhomes RHID, all Incremental Real Property Taxes generated within the Sandstone Townhomes RHID shall be deposited into a separate fund (the "Sandstone Townhomes RHID Fund"), which shall be established and administered by the City in compliance with this Agreement and all Applicable Laws and Requirements.

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

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

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

(ii) RHID Cap. The RHID Proceeds available to Developer for reimbursement of RHID Eligible Expenses through Pay-Go RHID Financing shall in no event exceed the lesser of \$5,225,000 or the total aggregate amount reflected on Certificates of Expenditures approved prior to the deadline set forth in Section 4.3(a) below (the "RHID Cap"). The Parties understand and agree that 75% of the RHID Proceeds shall be available to Developer for a duration ending upon the first to occur of (x) fifteen (15) years from the Effective Date, or (y) when Developer has been reimbursed RHID Eligible Expenses in the amount of \$5,000,000. Thereafter, the City's reimbursements to Developer will decrease 5% each year for the remainder of the Term until Developer has been reimbursed for RHID Eligible Expenses in an amount equal to the RHID Cap. In other words, Developer will receive 70% of the RHID Proceeds in Year 16, 65% of the RHID Proceeds in Year 17 and so on until Developer has been reimbursed for RHID Eligible

Expenses in an amount equal to the RHID Cap. The RHID Cap shall, for all purposes set forth herein, operate as a cap on the use of RHID Proceeds for reimbursement to Developer of any of Developer's RHID Eligible Expenses. Once Developer has received an amount equal to the RHID Cap in reimbursements of RHID Eligible Expenses through Pay-Go RHID Financing, the Parties understand and agree that Developer's access to the Pay-Go RHID Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go RHID Financing unless and until the conditions precedent set forth in Section 4.2(e) below have been fully satisfied or waived by the City, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go RHID Financing as provided in this Agreement.

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

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

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

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

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

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs from Pay-Go RHID Financing, Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit F** (each, a "Certificate of Expenditures") attesting to the

expenditure of Project Costs in accordance with the procedure set forth below. The Developer anticipates submitting a single Certificate of Expenditures, with supporting documentation as described in this Agreement, following Substantial Completion of the Project, and, in any case, the Developer shall have until one (1) year following the Completion Date to submit Certificate of Expenditures for City review and approval. The City shall have no obligation to review or approve Certificates of Expenditures submitted following such one (1) year date. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the City, except as otherwise approved by the City and Developer.

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

(i) Developer shall submit to the City a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (RHID Fund) for payment of such Project Costs. Developer shall certify to the City that it shall only seek reimbursement for RHID Proceeds for the designated Project Costs described in the Certificate of Expenditures. Developer shall further certify to the City that it will only use the RHID Proceeds for RHID Eligible Expenses.

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

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

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

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

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

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

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

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

ARTICLE V

CONSTRUCTION OF THE IMPROVEMENTS

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

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

5.3. General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for: (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Plan, the

Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment or cost structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date. Developer shall, as soon as practicable, provide the City with a copy of the Construction Documents.

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

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

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

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

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

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

5.10. Project Construction Schedule. Developer shall commence construction of the Project within the Project Site in a commercially reasonable amount of time after passage of the Sandstone Townhomes RHID Ordinance and approval of the final site plan. Subject to Section 8.2 hereof, Developer will diligently pursue Substantial Completion of the Project and, unless otherwise approved by the City, must obtain Substantial Completion on or before December 31, 2026 (the "Completion Date"), or Developer will be in material breach of this Agreement.

ARTICLE VI

USE AND OPERATION

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

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

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

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

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

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

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

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

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

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

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

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the City's Code of Ordinances. The City's Governing Body may grant

variances to the restrictions set forth in this Section 6.2(c) from time to time in its sole and absolute discretion. Developer and the City shall execute a document which shall memorialize the restrictions set forth in this Section 6.2(c) and record the same against the real property within the Sandstone Townhomes RHID, which restrictions shall be effective and run with the land for the Term of this Agreement. The City shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

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

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

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

6.6. Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the County on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the disbursements from the Sandstone Townhomes RHID Fund for the Project

shall be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal; provided, however, that the Developer shall not protest to reduce the appraised valuation of the Project to less than \$26,600,000 during the Term. In the event the appraised valuation of the Project is reduced due to a tax protest to less \$26,600,000 during the Term, the RHID Cap shall be correspondingly reduced. By way of example only, if the appraised valuation of the Project is reduced due to tax protest to \$23,940,000 (90% of \$26,600,000) during the Term, the RHID Cap shall automatically be reduced to 90% of the cap established per Section 4.2(b)(ii). If the appraised value shall be less than \$26,600,000 during the Term for reasons other than a tax protest by the Developer, there shall be no corresponding reduction in the RHID Cap.

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

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

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

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

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

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization

on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the City and Developer ("Casualty Escrow").

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

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 6.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the City and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

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

6.13. Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage, which are hereby permitted without any further approval of the City, and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed): (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other

transfer which is consented to by the City shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The City shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the City as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete and operate the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the Parties hereby agree as follows:

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

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

(c) Developer may, subject to the terms in this subsection (c) and all Applicable Laws and Requirements, sell individual townhome units to individual owner-occupants without any further approval of the City, provided that: (i) the Developer provides written notice to the City not less than ten (10) days prior to the date each such unit is sold to an owner-occupant; (ii) the Developer's obligation to maintain the entire Project during the Term as set forth in this Agreement survives the sale of such units; and (iii) the Developer provides for the ongoing maintenance of each such sold townhome unit through a homeowners' association or similar arrangement reasonably acceptable to the City.

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

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

6.16. Environmental Matters. Developer hereby agrees that Developer has sole responsibility for the costs of any remediation of any environmental conditions upon the Project Site. Further, Developer

shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the City against, shall hold the City harmless from, and shall reimburse the City for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees incurred by the City (prior to trial, at trial and on appeal) in any action against or involving the City, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the City that the City shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances. The foregoing covenants contained in this Section 6.16 shall be deemed continuing covenants, representations and warranties for the benefit of the City and any successors and assigns of the City, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

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

ARTICLE VII

DEFAULT AND REMEDIES

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

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

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

(c) Developer or any Affiliate shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer generally is not paying its debts as such debts become due; or Developer makes a general assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed

within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days following Developer's receipt of written notice from the City specifying such breach.

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

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

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

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

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

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

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

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

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

ARTICLE VIII

GENERAL PROVISIONS

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

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

8.3. Covenants of Parties.

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

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

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

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

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

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

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

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

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or

be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

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

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

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

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

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

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

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

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

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

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

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

with a copy to:

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

And a copy to:

Tyler Ellsworth
Bond Counsel
Kutak Rock LLP
2405 Grand Boulevard, Suite 600
Kansas City, MO 64108
Telephone: (816) 502-4607
Email: tyler.ellsworth@kutakrock.com

and to Developer at:

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

And a copy to:

Stanley N. Woodworth
Woodworth Snow, LLC
7200 W. 132nd Street, Suite 320
Overland Park, KS 66213
Telephone: (913) 232-8836
Email: stan@woodworthsnow.com

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

8.12. Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either

Developer or the City; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the City or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 8.12 shall survive any termination of this Agreement.

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

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

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

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

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

DEVELOPER:

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

By: _____
Alex Howe, Member

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Alex Howe, as Member of River Bend Land Company – PV, LLC, a Kansas limited liability company.

Notary Public in and for said State

My commission expires

ANNEX 1

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"County" means Wyandotte County, Kansas.

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

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

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

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

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

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

"Force Majeure" is defined in Section 8.2.

"GAAP" means generally accepted accounting principles.

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

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

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

are released or threatened to be released into the environment. Hazardous Substances shall not include radon.

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

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

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

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

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

"Original Agreement" means the Sandstone Townhomes Development Agreement, dated as of September 12, 2022, by and between the City and the Developer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of Kansas.

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

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

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

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

INDEX OF EXHIBITS TO THE DEVELOPMENT AGREEMENT

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

EXHIBIT A to Development Agreement

Project Site – Legal Description

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

Also described as:

All that part of the Southwest Quarter of Section 8, Township 11 South, Range 23 East of the 6th Principal Meridian, in the City of Bonner Springs, Wyandotte County, Kansas, described as follows:

Beginning at the Northeast corner of the Southwest corner of said Section 8; thence South 1 degree 29 minutes 02 seconds East, along the East line of the Southwest Quarter of said Section 8, a distance of 659.66 feet to the Northeast corner of Feldman Addition, a subdivision of land in the City of Bonner Springs, Wyandotte County, Kansas; thence South 88 degrees 25 minutes 01 seconds West, along the North line of said Feldman Addition, a distance of 748.77 feet to a point on the Easterly right-of-way line of K-7 Highway; thence North 37 degrees 57 minutes 21 seconds West, along said Easterly right-of-way line, a distance of 303.49 feet; thence North 48 degrees 36 minutes 33 seconds West, along said Easterly right-of-way line, a distance of 432.42 feet; thence North 47 degrees 17 minutes 31 seconds East, along said Easterly right-of-way line, a distance of 70.09 feet; thence North 42 degrees 45 minutes 38 seconds West, along said Easterly right-of-way line, a distance of 97.20 feet to a point on the North line of the Southwest Quarter of said Section 8; thence North 88 degrees 21 minutes 33 seconds East, along the North line of the Southwest Quarter of said Section 8, a distance of 1257.47 feet to the point of beginning, containing 15.43 acres, more or less.

Wyandotte County, Kansas Parcel ID Number 959700

EXHIBIT B to Development Agreement

RHID Resolution

[To be attached.]

EXHIBIT C to Development Agreement

Sandstone Townhomes RHID Ordinance

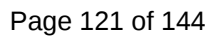
[To be attached.]

EXHIBIT D to Development Agreement

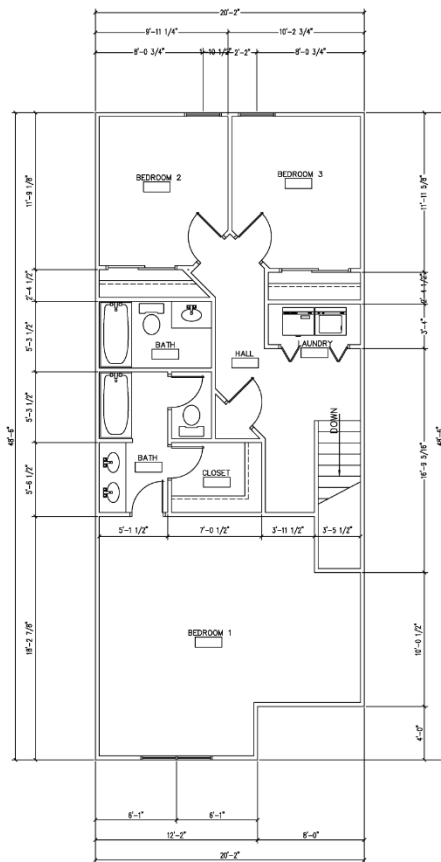
Improvements – Exterior Rendering with Material Specs



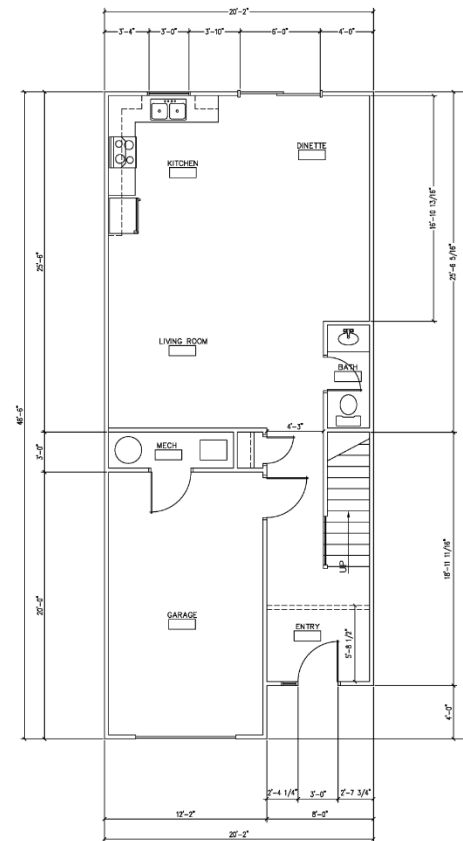
35



Improvements – Unit Floor Plans



2 UNIT UPPER FLOOR PLAN
1/4" = 1'-0"



1 UNIT LOWER FLOOR PLAN
1/4" = 1'-0"



BCS Design, Inc.

WWW.BCSARCHITECTS.COM
19920 West 161st Street
Olathe, Kansas 66062
Phone: (913) 780-4820
Fax: (913) 780-5088

New Construction for:
Country Creek

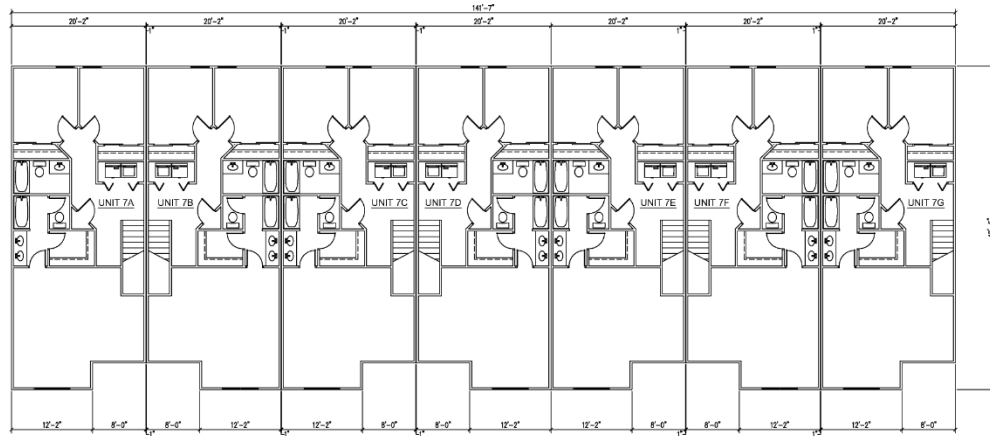
professional seal

PROJECT NO. : 2022-xx
DATE : 03.04.2022
DRAWN BY : BCS STAFF
REVIEWED BY :
REVISED:

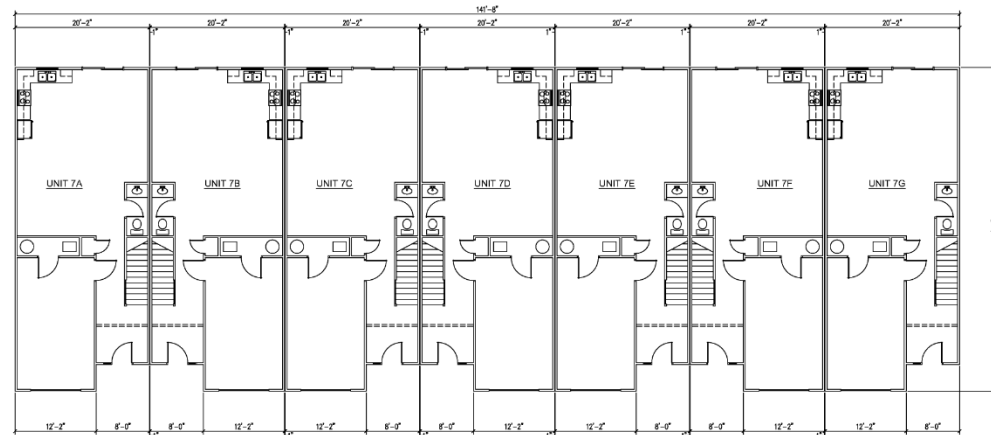
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Improvements – Building Floor Plans



2 BUILDING UPPER PLAN - 7 UNIT
1/8" = 1'-0"



1 BUILDING LOWER PLAN - 7 UNIT
1/8" = 1'-0"



BCS Design, Inc.

WWW.BCSARCHITECTS.COM
19920 West 161st Street
Olathe, Kansas 66062
Phone: (913) 780-4820
Fax: (913) 780-5088

New Construction for:
Country Creek

professional seal

PROJECT NO.: 2022-xx
DATE: 03.04.2022
DRAWN BY: BCS STAFF
REVIEWED BY:
REVISED:

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EXHIBIT E to Development Agreement

Total Project Budget

SANDSTONE TOWNHOME TOTAL PROJECT BUDGET/RHID ELIGIBLE COST					
					TOTAL COST
					RHID ELIGIBLE
Site Work					
DATE	Number	Vendor	MEMO	Amount	
TBD		AF Van Fleet	Erosion Control	\$40,000	
TBD		AF Van Fleet	Clear & Grubbing	\$65,000	
TBD		AF Van Fleet	Excavation & Grading	\$265,000	
TBD		AF Van Fleet	Sanitary Sewer (Site Rite)	\$675,135	
TBD		AF Van Fleet	Storm Sewer	\$175,000	
TBD		AF Van Fleet	Water Line	\$325,000	
TBD		AF Van Fleet	Curbs	\$200,000	
TBD		AF Van Fleet	8" Asphalt	\$385,000	
TBD		AF Van Fleet	Bond	\$53,253	
TBD		AF Van Fleet	Rock & Sandstone Excavation	\$2,000,000	
TBD		AF Van Fleet	Ingress/Egress Upgrades (road/bridge)	\$250,000	
TBD		Various Providers/TBD	Monument Signs/Landscape/Fencing	\$100,000	
Total				\$4,533,388	\$4,533,388
Development / Legal /Accounting/Brokerage/ Insurance/Project Management/Permits					
DATE	Number	Vendor	MEMO	Amount	
TBD		City of Bonner/Legal	Legal --- RHID Eligible	\$10,000	
Total				\$10,000	\$10,000
Sub Total				\$4,543,388	\$4,543,388
15% Contingency				\$681,611	\$681,611
Grand Total				\$5,225,000	\$5,225,000

EXHIBIT F to Development Agreement

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: City of Bonner Springs, Kansas

Attention: City Manager

Re: SANDSTONE TOWNHOMES

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Sandstone Townhomes Development Agreement dated as of November __, 2024 (the "Agreement") between the City and Developer.

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

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

Dated this ____ day of _____, 20 ____.

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

By: _____

Name: _____

Title: _____

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

CITY OF BONNER SPRINGS, KANSAS

By: _____

Title: _____

SCHEDULE I
TO
CERTIFICATE OF EXPENDITURES

Description of Infrastructure Costs	<u>Cost</u>	<u>Payee</u>	Designate as RHID Infrastructure <u>Costs</u>
<u>Total Costs:</u>			

EXHIBIT G to Development Agreement

Insurance Specifications

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

RESOLUTION NO. 2024-__

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR AN EXISTING ECONOMIC DEVELOPMENT PROJECT (SANDSTONE RURAL HOUSING INCENTIVE DISTRICT).

WHEREAS, pursuant to K.S.A. 12-5241 *et seq.*, as amended or supplemented (the “Act”), Ordinance No. 2533 of the City of Bonner Springs, Kansas (the “City”), passed on September 12, 2022, and certain related proceedings, the Governing Body of the City established the Sandstone Rural Housing Incentive District (the “RHID”) and approved the execution and delivery of the Sandstone Townhomes Development Agreement, dated as of September 12, 2022 (the “Original Agreement”), by and between the City and River Bend Land Company – PV, LLC, a Kansas limited liability company (the “Developer”);

WHEREAS, the Developer has proceeded with construction of the residential townhome project within the RHID (the “Project”) as contemplated in the Original Agreement;

WHEREAS, the Developer has encountered difficulty obtaining permanent electric service to the property and has requested an extension to the completing timing for the Project under the Original Agreement;

WHEREAS, the Developer has further requested the ability to sell a portion of the completed townhome units comprising the Project to owner-occupants; and

WHEREAS, the Governing Body of the City finds it necessary and desirable to grant the Developer’s requests and to authorize execution and delivery of an Amended and Restated Sandstone Townhomes Development Agreement (the “A&R Development Agreement”), by and between the City and the Developer, to memorialize the same.

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

Section 1. Approval of A&R Development Agreement. Pursuant to the Act, the Governing Body hereby approves the A&R Development Agreement in substantially the form now on file with the City Clerk. The Mayor and City Clerk are hereby authorized to execute and deliver the A&R Development Agreement on behalf of, and as the act and deed of, the City.

Section 2. Further Authority. The Mayor, Interim City Manager, City Clerk, Economic Development Coordinator, and other officials and employees of the City, including the City’s Bond Counsel, Kutak Rock LLP, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 3. Effective Date. This Resolution shall take effect upon its adoption by the Governing Body.

[remainder of page left blank intentionally]

ADOPTED by the Governing Body of the City of Bonner Springs, Kansas, on November 12, 2024.

CITY OF BONNER SPRINGS, KANSAS

Thomas A. Stephens, Mayor

Christina Brake, City Clerk

Memorandum

Date: November 12, 2024
To: Mayor and City Council
From: Tillie LaPlante, Amber Vogan

Subject: Notice of Public Hearing for 2024 Budget Amendments

Recommendation: Staff recommends approval.

Action: Make a motion to approve the public hearing notice and schedule a public hearing for the 2024 Budget Amendments for Monday, November 25, 2024.

Background: Due to changes throughout the 2024 budget year, certain amendments to the authorized budget are needed. Those changes are listed below. To amend the budget, a public hearing is required. The public hearing notice schedules a public hearing for the 2024 Budget Amendments for Monday, November 25, 2024. All proposed amendments have been previously discussed during the budget process or subsequent council meetings.

Discussion:

Fund	2024 Budget	2024 Proposed Amendment	Reason
Capital Improvement Sales Tax	\$500,000	\$2,210,000	138 th Street Project delay
Emergency Services Sales Tax	\$837,823	\$1,323,823	Ambulance, Server Upgrade, Police Vehicle
Street Projects	\$1,630,000	\$1,885,431	Sidewalks - Increased CIFI Funding from Wy Co
Senior Center	\$90,765	\$135,765	Increased Senior Trips

Financial Impact:

2024

**Notice of Budget Hearing for Amending the
2024 Budget**

The governing body of

City of Bonner Springs

will meet on the day of 11/25/2024 at 7:30 p.m. at City Hall, 200 E. Third Street for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

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

Summary of Amendments

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Mill Rate	Amount of Tax Levied	Expenditures	
CIP Sales Tax			500,000	2,210,000
Emerg Svc Sales Tax			837,823	1,323,823
Street Projects			1,630,000	1,885,431
Senior Center			90,765	135,765

Tillie LaPlante
Official Title: Finance Director

City Manager's Update

Date: November 8, 2024

To: Mayor and City Council

GENERAL:

- **Veterans Day Closure:** City offices will be closed Monday, November 11th for Veterans Day.
- **Staff Holiday Gathering:** City offices will be closed on Friday, December 20th from 3:00 p.m. to 4:30 p.m. for the annual holiday gathering. The Employee Engagement Committee is planning the event with appetizers, snacks, and activities to encourage collaboration and team-building across departments.

LIBRARY:

- The library will be closed on November 11th for Veterans Day for an in-service for library staff on time management with Brenda Hough, Staff Development Coordinator at the Topeka & Shawnee County Public Library.
- There are several events coming up at the Bonner Springs Library. Visit the library's website [HERE](#) for more details.

PARKS, RECREATION, AND SENIOR CENTER:

- **Safe Sitter Essentials with CPR Classes:** 11/25, 12/20
- **Indoor Pickleball** in the Gym: MWF from 6PM-8PM and TuTh from 1PM-3PM. Cost is \$2 a player.

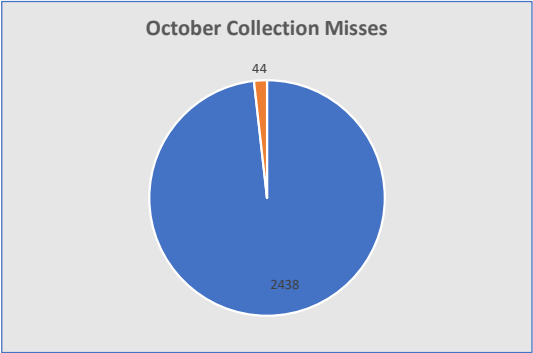
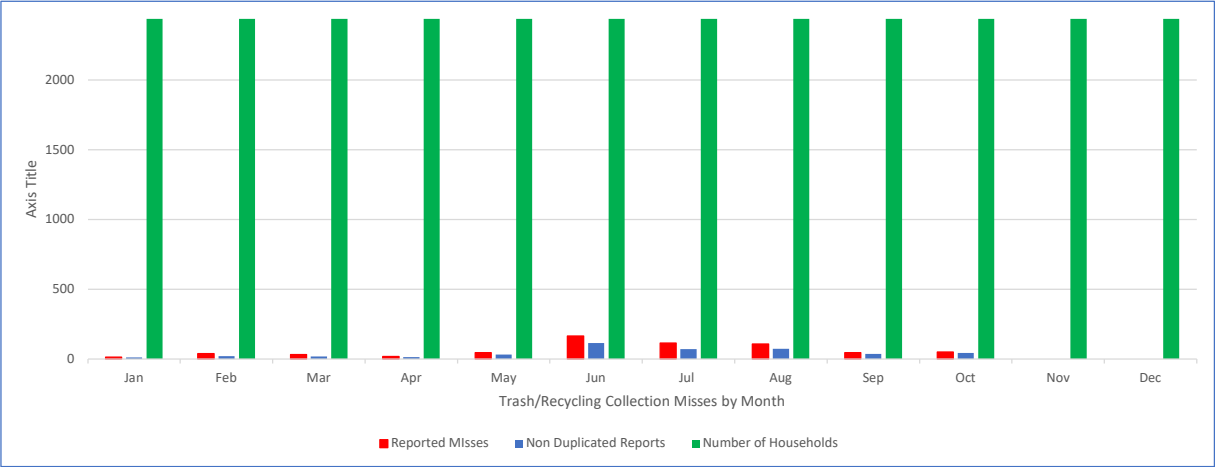
POLICE

- Police Officer Matthew Doane started with the department on November 2, 2024.
- Red Dot Sight Firearms were delivered, and the department will begin training and deploying the new equipment as soon as possible.
- Captain Kelling started his new role on November 02, 2024.
- Officer Brenden Hedrick was promoted to the rank of Sergeant.
- Officer Terry Lewis has been assigned as a temporary Sergeant.
- A follow-up was conducted on the Council's request for call information relating to parks and alcohol. This information was provided to Recreation for future presentation.
- Unit 63 which was thought to need a new engine, but did not end up needing a new engine. The vehicle was repaired at a much lower cost than estimated and will be in service in the near future.
- The new Dodge Durango has completed all upfitting and detailing with a slightly new look. It is currently deployed.
- The department responded to 421 incidents in the last two weeks. Criminal report incidents were as follows for October:

115	▼ October
1	▶ Aggravated Assault
9	▶ Animal At Large
1	▶ Animal Deceased
1	▶ Animal Trapped
6	▶ Battery
1	▶ Burglary Residence
1	▶ Burglary Vehicle
14	▶ Crash
4	▶ Criminal Damage to Property
1	▶ Criminal Mischief - Misdemeanor
1	▶ Criminal Threat
4	▶ Disturbance Domestic
3	▶ DUI
1	▶ Fire - Vehicle
1	▶ Identity Theft
19	▶ Information Only
1	▶ Missing Adult
3	▶ Narcotics Violation - Misdemeanor
1	▶ Property Found
4	▶ Pursuit
3	▶ Sexual Assault
2	▶ Theft - Felony
11	▶ Theft - Misdemeanor
2	▶ Unattended Death
3	▶ Vehicle Tow
15	▶ Warrant Arrest
1	▶ Warrant Service
1	▶ Weapons Violation

Month	Total	Reported misses	Non duplicated reports*	percentage
Jan	2438	14	10	0.41%
Feb	2438	40	21	0.86%
Mar	2438	32	19	0.78%
Apr	2438	19	15	0.62%
May	2438	45	33	1.35%
Jun	2438	164	115	4.72%
Jul	2438	115	71	2.91%
Aug	2438	108	74	3.04%
Sep	2438	45	37	1.52%
Oct	2438	50	44	1.80%
Nov	2438			
Dec	2438			

* Duplicated reports are ones that the resident reported the miss multiple times in one day or one pick-up cycle. They may have called 311 and then called us or they may have called us multiple times for the same miss.



COMPLETED PLANNING PROJECTS - 2024																	
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
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-4	NA	4	1.25ae
	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	GC	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	
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	
APRIL PLANNING COMMISSION - MAY GOVERNING BODY																	
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 +/-
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	4	
BZA-02-24	February 14, 2024	Loun Property	13230 Riverview Ave	Variance		WITHDRAWN	April 16, 2024						Phillip Loun				
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 +/-
MAY PLANNING COMMISSION - JUNE GOVERNING BODY																	
JUNE PLANNING COMMISSION - JULY GOVERNING BODY																	
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	4	
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	LR for a portion	4	31.4 +/-
BSZO-01-24	April 24, 2024	Accessory Building Regulations	City Wide	Zoning Ordinance Amendment	PC/CC	APPROVED			June 25, 2024	APPROVED	July 8, 2024	APPROVED	Staff				
BSZO-02-24	April 24, 2024	Amendments to the Table of Uses	City Wide	Zoning Ordinance Amendment	PC/CC	APPROVED			June 25, 2024	APPROVED	July 8, 2024	APPROVED	Staff				
JULY PLANNING COMMISSION - AUGUST GOVERNING BODY																	
BSCP-01-24		Planning Sustainable Places - Downtown Master Plan	City Wide	Comp Plan Change	PC/CC	APPROVED			July 16, 2024	APPROVED	August 12, 2024	PENDING	Staff				
BSZO-03-24	April 24, 2024	Recreational Vehicle Park - Zoning District Creation	City Wide	Zoning Ordinance Amendment	PC/CC	APPROVED			July 16, 2024	APPROVED	August 12, 2024	PENDING	Staff				
BSCP-02-24	June 7, 2024	Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	APPROVED			July 16, 2024	APPROVED	September 9, 2024	PENDING	EMAP KC, LLC (Mattel Adventure Park)	INDUSTRIAL	MC (MIXED COMMERCIAL)	1	79 +/-
AUGUST PLANNING COMMISSION - SEPTEMBER GOVERNING BODY																	
BZA-05-24	June 19, 2024	QuikTrip Corp.	300 S. 129th St	Variance	BZA	DENIED	August 20, 2024	DENIED					QuikTrip Corp.	GC	NA	1	5.5 +/-
SEPTEMBER PLANNING COMMISSION - NOVEMBER GOVERNING BODY																	
ST-02-24	July 19, 2024	Scannell Properties	20 S. 110th St	Site and Landscape Review	SR	APPROVED							Scannell	LI	NA	1	17.10 +/-
PP-02-24	July 17, 2024	Scannell Properties	110 S. 110th St	Preliminary Plat	PC/CC	APPROVED			September 17, 2024	APPROVED			Scannell	LI	NA	5 +1	159 +/-
FP-02-24	July 17, 2024	Scannell Properties	110 S. 110th St	Final Plat	PC/CC	APPROVED			September 17, 2024	APPROVED	October 14, 2024	APPROVED	Scannell	LI	NA	5 +1	159 +/-
ECP-01-24	July 12, 2024	Scannell Properties	110 S. 110th St	Earth Change Permit	CE/SR	APPROVED							Scannell	LI	NA		160 +/-
SUP-03-24	August 14, 2024	Greg Erzen	23920 W. 43rd St	Special Use Permit	PC/CC	WITHDRAWN BY APPLICANT			September 17, 2024	WITHDRAWN	October 14, 2024	WITHDRAWN	Greg Erzen	LI	NA	1	

ST-04-24	August 2, 2024	Scannell Properties	110 S. 110th St	Site and Landscape Review	SR	APPROVED							Scannell Properties	LI			
ST-03-24	August 2, 2024	Snak Atak - Convinience Store	11575 Kaw Drive	Site and Landscape	SR	APPROVED							Moe Shah	GC	NA	1	.736 +/-
OCTOBER PLANNING COMMISSION - NOVEMBER GOVERNING BODY																	
NOVEMBER PLANNING COMMISSION - DECEMBER GOVERNING BODY																	

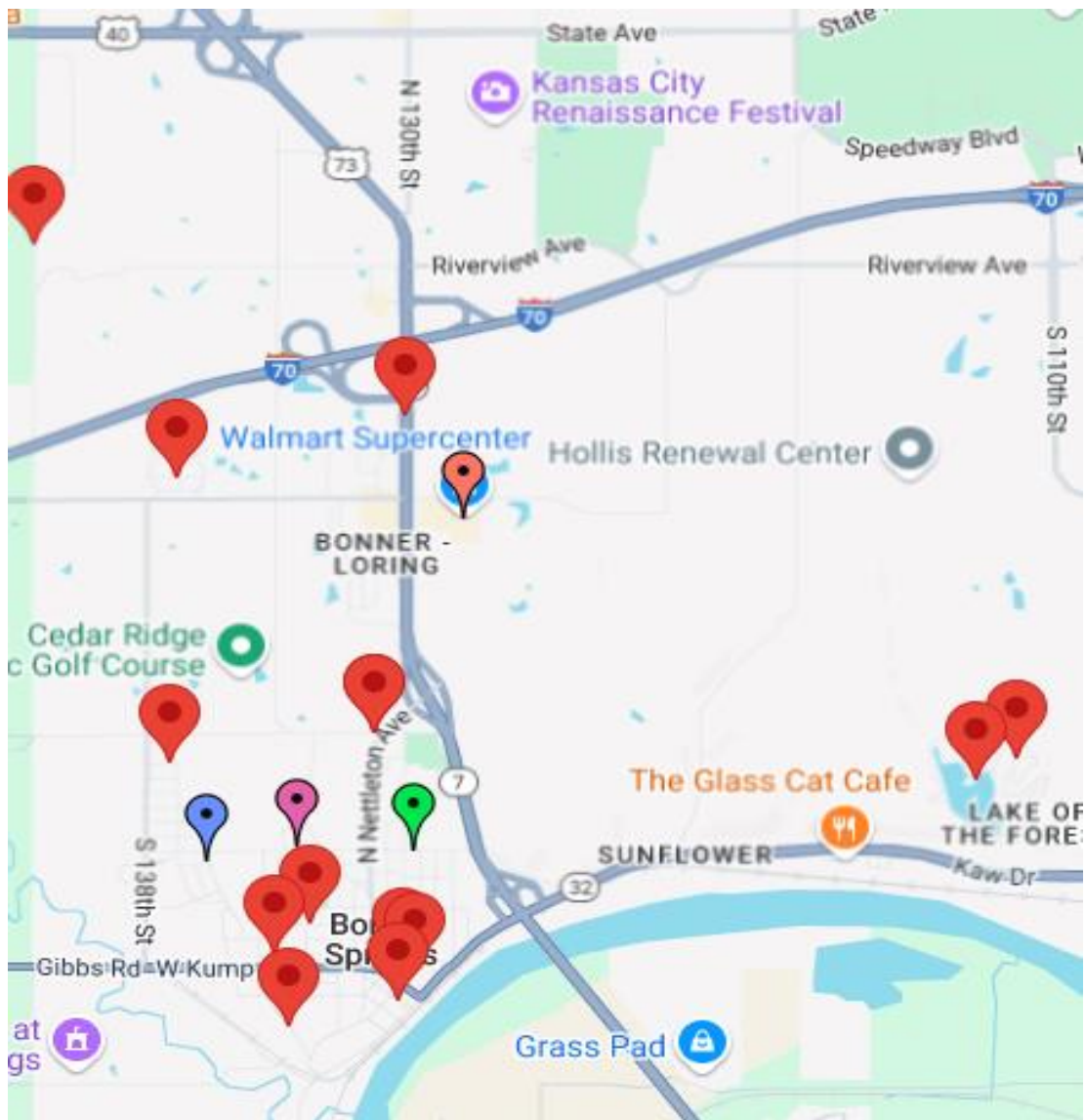
Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning 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 +/-
AUGUST 2024 SUBMITTALS - CUT OFF 8/14																	
BZA-06-24	August 9, 2024	Kimberly Phillips	1134 S. 130th St	Setback Variance	BZA	TABLED - Staff requested this item be tabled, there are multiple issues that need resolved first	November 19, 2024	PENDING					Kimberly Phillips				
SEPTEMBER 2024 SUBMITTALS - CUT OFF DATE 9/18/2024																	
FP-03-24	September 13, 2024	Jim Anderson	700 S. 132nd St	Replat - Senior Villas	PC/CC	PENDING			October 15, 2024	APPROVED	November 12, 2024	PENDING	Jim Anderson	GR	NA	2	8.4 +/-
OCTOBER 2024 SUBMITTALS - CUT OFF DATE 10/16/2024																	
SUP-03-24	September 18, 2024	Evergy	13100 Metropolitan Ave	Monopole Communication Tower	PC/CC	PENDING			November 19, 2024	PENDING	December 16, 2024	PENDING	Evergy	RR	NA	1	7.8 +/-
BZA-07-24	September 18, 2024	Evergy	13100 Metropolitan Ave	Monopole Communication Tower	BZA	PENDING	November 19, 2024	PENDING					Evergy	RR	NA	1	7.8 +/-
ST-05-24	September 12, 2024	Jim Anderson	700 S. 132nd St	Site and Landscape Review	SR	PENDING							Jim Anderson	GR	NA	1	8.4 +/-
FP-04-24	October 1, 2024	The 120 on Oak	120 Oak Street	Replat	PC/CC	PENDING			November 19, 2024	PENDING	December 16, 2024	PENDING	The 120 on Oak	CC	NA	1	1.9 +/-
BSRZ-03-24	October 1, 2024	Happy Hearts Working, Inc	144 N. Nettleton Ave	Rezoning	PC/CC	PENDING			November 19, 2024	PENDING	December 16, 2024	PENDING	Happy Hearts Working, Inc.	MC	MR	1	
NOVEMBER 2024 SUBMITTALS - CUT OFF DATE 11/20/2024																	
BSZO-04-24	October 16, 2024	Entertainment District Zoning	City Wide	UDO Amendment	PC/CC	PENDING			December 17, 2024	PENDING	January 13, 2025	PENDING	Staff	NA	NA	NA	NA
BSRZ-04-24	October 29, 2024	Mattel Adventure Park	720 N. 118th St	Rezoning	PC/CC	PENDING			December 17, 2024	PENDING	January 13, 2025	PENDING	EMAP KC, LLC	LI	ENT	1	79.8 +/-

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 10/21/2024 THRU 11/3/2024

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	1
DRIVEWAY.....	0
DEMOLITION.....	0
ELECTRICAL.....	0
FENCE.....	0
FIREWORKS.....	0
GENERAL INSPECTION.....	0
MECHANICAL.....	1
OPEN FLAME.....	0
PLUMBING.....	0
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	0
RESIDENTIAL MANUFACTURED MOVE-IN.....	0
RESIDENTIAL NEW/ADDITION.....	0
RESIDENTIAL REMODEL.....	0
RESIDENTIAL ROOF.....	3
RIGHT OF WAY.....	1
SIGN.....	0
TENT.....	0
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	6
TOTAL ACTIVE PERMITS.....	83



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: *-All

USER: mstites

DATES: 10/21/2024 THRU 11/3/2024

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	1.....	31.....	10
GENERAL.....	0.....	188.....	18
INOPERABLE/UNLICENSED/ON-GRASS.....	2.....	410.....	95
OUTSIDE STORAGE.....	3.....	318.....	73
PERMIT CHECK.....	12.....	499.....	0
PROPERTY MAINTENANCE.....	8.....	203.....	65
SIGNS.....	10.....	585.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	0.....	377.....	68
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TOTALS.....	36.....	2618.....	218

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

