



# City of Bonner Springs

KANSAS

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**Monday, August 18, 2025**  
200 East Third Street, Bonner Springs, KS 66012



# Memorandum

Date:	August 18, 2025
To:	PARK BOARD
From:	
<b>Subject:</b>	<b>19th Hole</b>
<b>Recommendation:</b>	
<b>Action:</b>	
<b>Background:</b>	
<b>Discussion:</b> Continue discussion.	
<b>Financial Impact:</b>	

# Memorandum

Date:	August 18, 2025
To:	PARK BOARD
From:	
<b>Subject:</b>	<b>Minuets from 7/21/25 Meeting</b>
<b>Recommendation:</b>	
<b>Action:</b>	Make a motion to approve
<b>Background:</b>	
<b>Discussion:</b>	
<b>Financial Impact:</b>	

## ROSA Meeting 7/21/2025

Attendees: Christina Brake, Greg Gebauer, Jim Jenkins, Kent Wilson, Justine Spease, Holly Kross, Judy Shelton, Steve Williams, Shannel Congleton

Call to Order at 5:32pm by Kent Wilson

Approval of Minutes – Minutes for March, April, and May approved by committee

### General Cemetery Update

Memorial Day services went well with support from Civil Air Patrol and community volunteers

Compiled list of stones that need resetting and some fencing around some sites – looking for bids for repairs

### General Recreation Update

Department – Interviewing for Nathan's replacement and hope to have filled in

### August

Aquatics – International Lifeguard Appreciation Day is 7/31 and working on recognition for staff. Water Tai Chi has been really popular this summer on Tues/Thurs evenings. UBT free ice cream on 7/22, Christmas Eve at the pool 7/24, Sheriff's splash bash on 7/25. Getting RFP prepared for assessment of pool repair needs and potentially a splash pad install.

Community center – Self-defense class last Saturday had 40 participants. Sugar cookie decorating also maxed our participation last week. Summer Camp in week 8 of 9 and has had good attendance this summer – about 70 per week. Window project will be in September.

Recreation Foundation 501c3 – Applied for status and hoping for approval in October. This status will increase eligibility for grants and donation matching.

Sports – Ballpark basics summer skills in progress with good attendance.

55+ - Senior center programmer Desiree Macke started and we are getting more senior participation.

### Comments from ROSA Members

Discussed cemetery policy for memorial trees – no placement on individual sites.

Discussed camp attendance and whether we would want to hire for more camper and staff capacity in the future; potential recruiting at the high school.

Motion to Dismiss – adjourned at 6:02 pm

## Memorandum

Date: August 18, 2025  
To: Mayor and City Council  
From: Justine Spease

**Subject: Bonner Springs Recreation Foundation**

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### **Recommendation:**

**Action:** Nominate ROSA member to join the Bonner Springs Recreation Foundation as a ROSA representative.

**Background:** The Bonner Springs Recreation Foundation was established in January 2025. The Foundation received a letter from the IRS on 8/4 that the Foundation is recognized by the Federal Government as a 501(c)(3) as of March 28, 2025. This Foundation will assist with completing Bonner Springs Parks & Recreation goals by writing grants, fundraising, and collecting donations for various parks and recreation projects.

**Discussion:** As per the proposed Memo of Understanding going before City Council on 8/25/25, the Foundation and City Staff believe having a ROSA member on the Foundation Board is essential to furthering the goals of the Bonner Springs Recreation Foundation and the Bonner Springs Parks & Recreation Department.

### **Financial Impact:**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BONNER SPRINGS  
AND  
THE BONNER SPRINGS RECREATION FOUNDATION

THIS AGREEMENT is made by and between the City of Bonner Springs, a municipal entity located at 200 E Third St, Bonner Springs, KS 66012, (hereinafter the “City”), and the Bonner Springs Recreation Foundation, a nonprofit corporation organized pursuant to Kansas Statutes, located in Bonner Springs, KS (hereinafter the “Foundation”).

WHEREAS, the City’s Parks & Recreation Departments maintains the stated mission of inspiring a passion for our parks, meeting changing recreation needs, advancing park system excellence, strengthening and fostering partnerships, and being equitable and inclusive;

WHEREAS, the City owns real estate, buildings and other recreational facilities and operates a number of recreational facilities and programs in furtherance of this mission;

WHEREAS, the Foundation maintains support of the City’s mission and has the opportunity to accomplish more than public funding allows;

WHEREAS, the private nature of the Foundation also provides the added advantage of dedicated donor services;

WHEREAS, the City wishes to assist and enhance the operation of, and appropriately recognize, the Foundation;

WHEREAS, the City wishes to support the fundraising activities of this Foundation and promote a positive relationship with volunteer members; and,

WHEREAS, the Foundation wishes to assure the City that it will operate effectively and responsibly with the reasonable expectations of both public and private interests, on behalf of the City;

THEREFORE, based on the foregoing, the Parties enter into the following Agreement.

**Section 1. Foundation Representations.** The Foundation represents and acknowledges the following with regard to its operation, creation and purpose:

1.1 The Foundation is created and operated in support of the City’s Recreation

Department mission and goals and their work will be compatible with these interests and goals and it will support the master plan of the City;

1.2 The Foundation will have as its primary purpose to secure, manage, and invest private support solely for the benefit of the City Parks and Recreation Departments;

1.3 It will operate as a private legal entity separate from the City;

1.4 It will use sound fiscal and auditing procedures;

1.5 It will not interfere with day-to-day City operations; and

1.6 It will obtain and maintain status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.

**Section 2. Foundation Documents.** The Foundation shall keep on file with the City updated copies of all enabling documents including the Articles of Incorporation, Bylaws and any amendments to these documents. The Recreation Director or his or her designee shall review these documents annually.

**Section 3. Foundation Enabling Documents – Required Provisions.** The Foundation shall include language substantially similar to the following clauses in its enabling documents:

3.1. Articles of Incorporation. In the event of its dissolution, the Foundation’s assets and records will be distributed to the City;

3.2. Bylaws. The Bylaws shall provide for a duly appointed member of the City’s ROSA Committee and the Recreation Director of the City to be ex-officio members of the Foundation’s Board of Trustees.

**Section 4. Insurance.** The Foundation shall obtain and maintain directors' and officers' liability insurance in a reasonable and appropriate amount as determined by the Foundation’s Board of Trustees. The Foundation shall annually provide the City documentation of its compliance with this Section.

**Section 5. Accountability and Stewardship.** As the City and the Foundation want to maintain the highest levels of accountability and stewardship, the Foundation agrees to share information with the City, as reasonable requested, develop reporting processes and institute compliance and auditing procedures that ensure donated funds are

accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

## **Section 6. Donor Solicitation.**

6.1 Donor Communication. The Foundation agrees to make the following clear to prospective donors:

6.11. The Foundation is a separate, legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the City;

6.12. Responsibility for governance of the Foundation, including investment of gifts and endowments, resides in the Foundation's Board;

6.13. Checks for charitable gifts to the designated City programs should be made payable to the Foundation; and

6.14. Gifts made for a designated purpose will be dedicated in their entirety to that purpose unless it is specifically stated that an administrative charge will be applied.

6.2 Conditions of Gift Acceptance. The Foundation agrees that in accepting gifts of all kinds, it will:

6.21. Advise donors that any restrictive terms and conditions they attach to gifts for the City are subject to City approval;

6.22. Ensure that gifts designated for specific purposes are in compliance with City master plans, mission and philosophy;

6.23. Ensure that the City's naming policies and procedures are adhered to as delineated in the Policy and Procedure Manual of the Fund Development Program;

6.24. Ensure that gifts are promptly reported to and approved for acceptance by the Recreation Director in accordance with any City policies and delegations of authority;

6.25. Coordinate their funding goals programs, and campaigns with the City; and

6.26. Any gift, grant, or contract that includes a financial or contractual obligation binding upon the City must have prior concurrence in writing from the Recreation Director or his or her designee.

## **Section 7. FINANCIAL PROCEDURES.**

7.1 Standards. The Foundation will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, they should ensure that the following standards are applied:

7.11. Prudent Practices. In general, Foundation investment procedures should be conducted in accordance with prudent, sound practices to ensure that gift assets are protected and enhanced, that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Foundation's Board. The investments must be consistent with the terms of the gift instrument.

7.12. Administration of Income. Income from investments, net of administrative fees, should be administered in accordance with pertinent Foundation policies, and, where appropriate, transferred to the City so as to be expended from the appropriate City accounts.

7.13. Annual Report. The Foundation shall also prepare an annual report to the City that summarizes the funds transferred. The City and the Foundation shall provide each other with other reports necessary to assure proper financial oversight.

**Section 8. City - Accountability of Funds.** Consistent with good stewardship, City principals into whose department or program the Foundation funds are transferred, are responsible both to account for them in accordance with City policies and procedures, and to notify the Foundation on a timely basis regarding the use of such funds. The Foundation in consultation with the City shall determine who shall be responsible for reporting to the donor regarding the use of such funds.

**Section 9. Financial Commitments Consistent with City Mission.** The Foundation should carry out financial commitments and expenditures consistent with pertinent policies, plans, and budget approved by the Foundation's governing board and consistent with the City's mission and objectives.

**Section 10. Financial Statement.** The Foundation should maintain books in accordance with generally accepted accounting principles, and should be audited annually as required in Foundation's bylaws. Copies of the audited financial statement and a current list of Foundation officers, directors or trustees, shall be made available to the Recreation Director.

**Section 11. Inspection of Foundation Records.** Because private funds are raised to support public projects, the Foundation will permit authorized City officials or their designees to inspect all Foundation books and records, except to the extent such inspection violates rights to privacy or confidential donor information.

**Section 12. Compliance Reviews.** The City will conduct periodic compliance reviews of the use of donated funds. These reviews will be conducted by the City on an annual basis. Their purpose will be to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors and/or the Foundation. The scope of the review and extent of testing will be mutually agreed upon in advance by the City and the Foundation. A written report of the results of such review shall be provided to the Foundation.

**Section 13. Designation as a Gift.** Funds received by the Foundation shall only be accounted for as gifts where the appropriate donative intent is present. Amounts received solely in exchange for services or property shall not be accounted for as gifts.

**Section 14. City Assistance to the Foundation.** As long as the Foundation complies with all provisions of this Agreement, the City will assist the Foundation in the following manner:

14.1. Allow the Foundation to use the name and images of the City;

14.2. Allow the Foundation to use City space, equipment, and staff in the performance of the Foundation's activities;

14.3. Assist the Foundation by suggesting and recommending donors and contributions to the Foundation.

**Section 15. Notice of Non-compliance – Opportunity to Cure.** In the event of non-compliance with any provision of this Agreement, the City shall notify the Foundation in writing of the event or practice the City believes does not comply with this Agreement. The Foundation shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the City that the Foundation is in compliance. In the event the Foundation fails to comply within this time period, the City, may, at its option, terminate this Agreement and its relationship with the Foundation.

**Section 16. Termination.** In addition to the method of termination provided for in Section 15, this Agreement may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective

date of any termination. In the event of termination, the Foundation shall provide the City with an accounting of all funds in its possession and transfer those receipts, along with any restrictions thereon, to the City.

**Section 17. Entire Agreement and Amendment.** This Agreement represents the parties' entire agreement with respect to the matters specified herein.

**Section 18. Governing Law and Venue.** It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas. Venue for any actions arising under this Agreement shall be Bonner Springs, KS.

**Section 19. Severability.** Any provision of the Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

This Agreement is hereby executed by the duly authorized representatives of the parties as of \_\_\_\_\_.

City of Bonner Springs:

\_\_\_\_\_  
City Manager

Bonner Springs Recreation Foundation:

\_\_\_\_\_  
President