City of Bonner Springs
KANSAS

Monday, October 13, 2025
200 East Third Street, Bonner Springs, KS 66012
Bonner Springs City Hall
Council Chambers

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

The meeting is open to the public.

WORKSHOP - 7:00 P.M.

[IGNORE_NUMBERING]

1. Splash Pad Discussion

Action	No Action to be taken - informational only

CITY COUNCIL MEETING - 7:30 P.M.

[IGNORE_NUMBERING]

1. Proclamation — National Friends of the Library Week

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.

[IGNORE_NUMBERING]

CONSENT AGENDA

[IGNORE_NUMBERING]

1. Minutes of the September 22, 2025, City Council Meeting

Action	Make a motion to approve the minutes as presented.
Recommendation	[AGENDA_ITEM_CUSTOM_TEXT_2]

Documents:

1. 09222025 CCM Minutes

2. Minutes of the October 9, 2025 Special City Council Meeting

Action	Make a motion to approve the minutes of the Special City Council meeting as presented.
Recommendation	[AGENDA_ITEM_CUSTOM_TEXT_2]

Documents:

1. 10092025 Special Meeting Minutes

3. Claims for City Operations

Action	Make a motion to approve claims for City operations as presented.
Recommendation	Staff recommends approval.

Documents:

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

OLD BUSINESS

[IGNORE_NUMBERING]

NEW BUSINESS

[IGNORE_NUMBERING]

1. Public Hearing and Ordinance to Adopt Neighborhood Revitalization Plan No. 7

Action	Make a motion to open a public hearing at _____ p.m. to hear public comments. Make a motion to close the public hearing at _____ p.m. Make a motion to adopt an ordinance establishing Neighborhood Revitalization Plan No. 7.
Recommendation	The City Manager, Economic Development Manager, and Finance Director recommend approval.

Documents:

1. Revitalization Plan No 7 2025
2. Ordinance NRP 7

2. Development Agreement between the City of Bonner Springs and EMAP KC, LLC Related to the 118th and State STAR Bond District

Action	Make a motion to adopt a resolution approving a development agreement between the City of Bonner Springs and EMAP KC, LLC related to the 118th and State STAR Bond District, and authorize the mayor to execute the agreement.
Recommendation	Staff and bond counsel recommend approval.

Documents:

1. Master Development Agreement - Bonner Springs Oct 13 2025 COMBINED
2. Resolution (authorizing Development Agreement) - Bonner Springs KS - EPIC Theme Park Incentives - 2025

3. Audit Contract 2025 & 2026 Fiscal Years

Action	Make a motion to approve a two-year contract extension with GordonCPA to perform audit services for the City for Fiscal Years 2025 and 2026 in the amount of $17,375 and $17,985 respectively. If a single audit is required, the fee will be $3,700 per major program.
Recommendation	Staff recommends approval.

Documents:

4. Award Bid - Aquatic Park Conditions Assessment

Action	Make a motion to award the contract for the Aquatic Park Conditions Assessment to Counsilman-Hunsaker in the amount of $14,400.
Recommendation	Staff recommends approval.

Documents:

1. Bid Tab for Pool Conditions Assessment Proposals 2025
2. Counsilman Hunsaker Pool Conditions Assessment Proposal 2025
3. Landmark Aquatic Pool Conditions Assessment Proposal 2025
4. Waters Edge Pool Conditions Assessment Proposal 2025

5. Approve Change Order and Final Payment of the 2025 Concrete Project

Action	Make a motion to approve Change Order No.1 (final) with Celtic Concrete in the amount of $33,540, revising the total contract amount for the 2025 Concrete Project to $135,455 and approve final payment.
Recommendation	The Public Works Director recommends approval.

Documents:

1. Celtic Concrete

6. Interlocal Agreement with the Unified Government for Resident Access to Waste Services and Events

Action	Make a motion to authorize the City Manager to execute an interlocal agreement with the Unified Government for waste services and events.
Recommendation	The City Manager recommends approval.

Documents:

1. Interlocal Agreement KCK & Bonner 2025

REPORTS

[IGNORE_NUMBERING]

1. City Manager's Report

Documents:

1. City Managers Update 10-10-25
2. October 2025 Completed Planning Projects
3. October 2025 Pending Planning Projects
4. InCode Building Permit Report
5. InCode Code Enforcement Report
6. Oct 18 Mobile Mammogram

2. City Council Items

3. Mayor's Report

ADJOURNMENT

[IGNORE_NUMBERING]

1. Adjournent

Action	Make a motion to adjourn the City Council Meeting at ____ p.m.

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From:

Subject: Minutes of the September 22, 2025, City Council Meeting

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Recommendation: [AGENDA_ITEM_CUSTOM_TEXT_2]

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

Background: [AGENDA_ITEM_CUSTOM_TEXT_3]

Discussion: [AGENDA_ITEM_CUSTOM_TEXT_4]

Financial Impact: [AGENDA_ITEM_CUSTOM_TEXT_5]

City of Bonner Springs
KANSAS

City Council Meeting Minutes
September 22, 2025

CITY COUNCIL MEETING - 7:30 P.M.

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

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Tillie Laplante, Finance Director; Megan Gilliland, Economic Development Manager; Carrie Handy, Assistant City Manager; James Zeeb, Fire Chief; Matt Beets, Public works Director; Mark Lee, Community Development Director and Michael Kelling, Police Captain

The mayor led the Pledge of allegiance.

PRESENTATIONS

Proclamation – National Fire Prevention Week - The Mayor presented a proclamation to Fire Chief Zeeb recognizing National Fire Prevention Week.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA – None presented.

CONSENT AGENDA – Gurley moved and Shannon seconded to approve the Consent Agenda as presented. Unanimous approval.

1. Minutes of the September 8, 2025 City Council Meeting
2. Claims for City Operations

OLD BUSINESS - None presented
NEW BUSINESS -

1. **BSCP-01-25 - Comprehensive Plan Amendments** - Shannon moved and Gurley seconded to adopt an ordinance adopting certain amendments to the “Vision 2025 and Beyond” Comprehensive Plan for the City of Bonner Springs and its planning area. Unanimous Approval.

2. **Updated Municipal Agreement for State of Kansas Setoff Program** - Reeves moved and Long seconded to approve an updated Municipal Agreement with the State of Kansas Setoff Program. Unanimous approval.

3. **Bid Award – Vehicle Storage Building Slab and Site Concrete** - Gurley moved and Reeves seconded to approve the award of the vehicle storage building slab and site concrete project to Harbinger Concrete, Inc. for an amount of $375,675. Unanimous approval.

4. **Set a Public Hearing for Neighborhood Revitalization Plan No. 7 -** Shannon moved and Blanks seconded to approve a public hearing date of Monday, October 13, at 7:30 p.m. to review Neighborhood Revitalization Plan No. 7. Unanimous approval.

5. **Facade Improvement Grant Program** - Blanks moved and Gurley seconded to adopt the Facade Improvement Grant program. Unanimous approval.

REPORTS

City Manager's Report – The Fire Department Open House will be October 4th from 11am-3pm.The Animal Control facility roof and facade repairs are completed and the DMV extension office is getting closer to opening.

1. **City Council Items**
    - Blanks thanked public works for working to assist a resident who was blocked by construction. The ribbon cutting for Marvin is October 2nd. The Chamber's candidate forum will be October 2nd at 6:00 p.m. CST Sweets' ribbon cutting is October 3rd with their grand opening on October 4th.
    - Gurley – Participated in a great Mock City Council meeting with the Bonner springs Elementary 2nd graders. They presented excellent, thoughtful suggestions about the North Park playground and accessibility options.

Mayor's Report – The Mayor asked two council members to attend the mock meeting this afternoon. Great 2nd grade showed up. They didn't ask about bees. Friday night, he attended the VFW ceremony at Wyandotte County Lake. Firefighter Megee is working hard to put together the open house on October 4th.

ADJOURNMENT – Shannon moved and Reeves seconded to adjourn the City Council meeting at 8:31 p.m. Unanimous approval.

____________________________ Christina Brake, City Clerk

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the October 9, 2025 Special City Council Meeting

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Recommendation: [AGENDA_ITEM_CUSTOM_TEXT_2]

Action: Make a motion to approve the minutes of the Special City Council meeting as presented.

Background: [AGENDA_ITEM_CUSTOM_TEXT_3]

Discussion: [AGENDA_ITEM_CUSTOM_TEXT_4]

Financial Impact: [AGENDA_ITEM_CUSTOM_TEXT_5]

Special City Council Meeting Minutes
October 9, 2025

CITY COUNCIL MEETING - 6:30 P.M.

Council Present: Mayor Stephens, Councilmembers Reeves (6:52 p.m.), Blanks, Wood, Gurley, McMahan, Kipp and Shannon. Long was absent.

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk and Megan Gilliland, Economic Development Manager

NEW BUSINESS -

1. **BSCP-01-25 - Comprehensive Plan Amendments Executive Session to Discuss Development Agreements Pursuant to Exception for Consultation with an Attorney, K.S.A. 75-4319(b)(2)** –

    1. Blanks moved and Gurley seconded, to go into executive session pursuant to exception for consultation with an attorney, K.S.A. 75-4319(b)(2). The attorneys from Kutak will join the executive session. The open meeting will resume in the Council Chamber at 7:10 p.m.

    2. Gurley moved and Shannon seconded, to resume the open meeting with no action taken at 7:11 p.m.

    3. Gurley moved and Blanks seconded, to go into executive session pursuant to exception for consultation with an attorney, K.S.A. 75-4319(b)(2). The attorneys from Kutak will join the executive session. The open meeting will resume in the Council Chamber at 7:45 p.m.

    4. Blanks moved and Shannon seconded, to resume the open meeting with no action taken at 7:50 p.m.

ADJOURNMENT – Shannon moved and Gurley seconded to adjourn the Special City Council Meeting at 7:50 p.m. Unanimous approval.

_____________________________ Christina Brake, City Clerk

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From:

Subject: Claims for City Operations

Recommendation: Staff recommends approval.

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

Background: Staff enclosed the supplement claims for City operations in the amount of $53,831.61, regular claims in the amount of $484,710.70, and utility refunds in the amount of $2,327.10.

Discussion: [AGENDA_ITEM_CUSTOM_TEXT_4]

Financial Impact: [AGENDA_ITEM_CUSTOM_TEXT_5]

Bonner Springs, KS

Check Report

By Check Number

Date Range: -

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
11698	AT&T	09/25/2025	Regular	0.00	602.64	157214
5184	AT&T MOBILITY	09/25/2025	Regular	0.00	1,862.91	157215
6536	BANKCARD PROCESSING CENTER	09/25/2025	Regular	0.00	14,325.74	157216
	Void	09/25/2025	Regular	0.00	0.00	157217
12687	BONNER SPRINGS LIBRARY	09/25/2025	Regular	0.00	35,613.86	157218
11793	CHARTER COMMUNICATIONS HOLDING LLC	09/25/2025	Regular	0.00	256.98	157219
12974	LORI MORTON	09/25/2025	Regular	0.00	90.00	157220
9879	MAINSTREET CREDIT UNION	09/25/2025	Regular	0.00	865.00	157221
6536	BANKCARD PROCESSING CENTER	09/29/2025	Regular	0.00	214.48	157222

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	8	0.00	53,831.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	28	**9**	**0.00**	**53,831.61**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	8	0.00	53,831.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	28	**9**	**0.00**	**53,831.61**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2025	53,831.61
			53,831.61

Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 9/25/2025 - 9/29/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 5184 - AT&T MOBILITY				
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	45.28
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	99.89
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	45.28
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	475.51
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	45.28
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	188.13
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	292.45
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	539.29
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	45.28
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	45.28
AT&T MOBILITY	287288930469x091202	09/25/2025	MOBILE PHONE SERVICE-8/12/25-9/11/25	41.24
			Vendor 5184 - AT&T MOBILITY Total:	**1,862.91**
Vendor: 11698 - AT&T				
AT&T	5611926017	09/25/2025	Fiber Optics Service 9/11/25 - 10/10/25	200.88
AT&T	5611926017	09/25/2025	Fiber Optics Service 9/11/25 - 10/10/25	200.88
AT&T	5611926017	09/25/2025	Fiber Optics Service 9/11/25 - 10/10/25	200.88
			Vendor 11698 - AT&T Total:	**602.64**
Vendor: 6536 - BANKCARD PROCESSING CENTER				
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	36.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	30.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	12.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	EMAIL LICENSE PRORATED FEE	2.90
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	54.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	ICMA CONFERENCE FLIGHTS	304.65
BANKCARD PROCESSING CEN...	0005626	09/25/2025	IT RECERTIFICATION-REIMER	200.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	SUBSCRIPTION FEE	20.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	SUBSCRIPTION FEE	99.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	30.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BE BONNER STRONG SHIRTS	536.43
BANKCARD PROCESSING CEN...	0005626	09/25/2025	NAME BADGE- HANDY	22.58
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	18.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	162.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS STANDARD EAMIL ACCTS-FIRE	109.28
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	18.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	54.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	156.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	18.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	78.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	30.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	30.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	6.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	6.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	12.00
BANKCARD PROCESSING CEN...	0005626	09/25/2025	BUSINESS BASIC EMAIL ACCTS	6.00
BANKCARD PROCESSING CEN...	0005627	09/25/2025	REIMBURSE TAX CHARGED (TELEMETRY COMM FOR LS'S	-114.24
BANKCARD PROCESSING CEN...	0005627	09/25/2025	RECORD APPLICATION CHANGE OF WTR RIGHT FILE #34105	126.08
BANKCARD PROCESSING CEN...	0005628	09/25/2025	KSBEMS - EMT RECERTIFICATION	30.00
BANKCARD PROCESSING CEN...	0005629	09/25/2025	TAYLORS TINS- FC HELMET SHIELD	100.00
BANKCARD PROCESSING CEN...	0005630	09/25/2025	FLOWERS FOR MCCULLOUGH & PHILLIPS	117.99
BANKCARD PROCESSING CEN...	0005630	09/25/2025	GOODCENTS-SANDWICHES FOR WELLNESS LUNCH	41.98
BANKCARD PROCESSING CEN...	0005631	09/25/2025	KC RUBBER- i#300033342 3000 GASKETS	607.14
BANKCARD PROCESSING CEN...	0005632	09/25/2025	WALMART- FLASH DRIVES FOR CITY CLERK'S OFFICE	29.88
BANKCARD PROCESSING CEN...	0005633	09/25/2025	BROTHERS MARKET-KEYS FOR GATES	17.06
BANKCARD PROCESSING CEN...	0005633	09/25/2025	SHEEPDOGMICS-RADIO EQUIP	648.00
BANKCARD PROCESSING CEN...	0005634	09/25/2025	FRUIT & PLATES	17.18
BANKCARD PROCESSING CEN...	0005634	09/25/2025	HARDWOOD FOR SENIOR CTR BUS FLOOR	14.56
BANKCARD PROCESSING CEN...	0005634	09/25/2025	NDT TICKET DEPOSIT- NOBODYS PERFECT	60.00
BANKCARD PROCESSING CEN...	0005635	09/25/2025	THE UPS STORE-DRONE SHIPMENT	117.15
BANKCARD PROCESSING CEN...	0005635	09/25/2025	OPTIMUM FORENSIC SOLUTIONS- RECTOR TRAINING	695.00
BANKCARD PROCESSING CEN...	0005635	09/25/2025	CHAMP VET CARE	162.81
BANKCARD PROCESSING CEN...	0005635	09/25/2025	VISTAPRINT	104.76
BANKCARD PROCESSING CEN...	0005635	09/25/2025	VISTAPRINT-BUSINESS CARDS	105.54
BANKCARD PROCESSING CEN...	0005635	09/25/2025	GOODYEAR SHAWNEE-CITIZEN TIRES	1,313.96
BANKCARD PROCESSING CEN...	0005635	09/25/2025	ROCKAUTO-UNIT 2408 BRAKES	405.71
BANKCARD PROCESSING CEN...	0005635	09/25/2025	ROCK CHIP WINDSHIELD REPAIR Unit 66	85.00
BANKCARD PROCESSING CEN...	0005635	09/25/2025	KTA DRIVE KS TOLL	0.38
BANKCARD PROCESSING CEN...	0005635	09/25/2025	IXI SOLUTIONS-RECTOR TRAINING	495.00
BANKCARD PROCESSING CEN...	0005635	09/25/2025	COPQUEST-MCKEITHAN VEST TAGS	36.89
BANKCARD PROCESSING CEN...	0005635	09/25/2025	PACKTRACK-K9 HANDLER SUBSCRIPTION	140.00
BANKCARD PROCESSING CEN...	0005636	09/25/2025	K-TAG	12.76
BANKCARD PROCESSING CEN...	0005637	09/25/2025	PESTICIDE SAFETY COURSE-Z GRAHAM	60.00
BANKCARD PROCESSING CEN...	0005637	09/25/2025	30 CARP FOR NORTH PARK TO CONTROL ALGAE	310.50
BANKCARD PROCESSING CEN...	0005637	09/25/2025	AQUATIC VEGETATION CHEMICAL-NORTH PARK	349.99
BANKCARD PROCESSING CEN...	0005638	09/25/2025	TRASH CANS FOR SOCCER, BALL FIELD, & CITY EVENTS	589.70
BANKCARD PROCESSING CEN...	0005639	09/25/2025	AUTO SOP MAKER 1 YR SUBSCRIPTION	276.00
BANKCARD PROCESSING CEN...	0005639	09/25/2025	NOON YEARS EVE PARTY	16.98
BANKCARD PROCESSING CEN...	0005639	09/25/2025	POOL STAFF SCHEDULING	84.00
BANKCARD PROCESSING CEN...	0005639	09/25/2025	POOL INTERNET 8/9/25-9/8/25	117.70
BANKCARD PROCESSING CEN...	0005640	09/25/2025	ANNUAL KACE CONFERENCE - MARK STITES	275.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN…	0005640	09/25/2025	KAFM CONFERENCE LODGING - MARK LEE	300.52
BANKCARD PROCESSING CEN…	0005641	09/25/2025	STOMP STICKERS	48.88
BANKCARD PROCESSING CEN…	0005641	09/25/2025	TIBLOW DAYS VOLUNTEER WORKERS FOOD-DRINKS	538.16
BANKCARD PROCESSING CEN…	0005642	09/25/2025	POLICE ID PATCHES	49.93
BANKCARD PROCESSING CEN…	0005642	09/25/2025	K-9 VET CARE-CHAMP	600.79
BANKCARD PROCESSING CEN…	0005642	09/25/2025	CREDIT	-68.82
BANKCARD PROCESSING CEN…	0005642	09/25/2025	K-9 VET CARE-CHAMP	142.51
BANKCARD PROCESSING CEN…	0005642	09/25/2025	K-9 VET CARE-CHAMP	344.14
BANKCARD PROCESSING CEN…	0005643	09/25/2025	HULU	96.13
BANKCARD PROCESSING CEN…	0005643	09/25/2025	AHA - CPR CARDS	70.00
BANKCARD PROCESSING CEN…	0005644	09/25/2025	ELECTRICAL SUPPLIES 50 AMP OUTLIET- TIBLOW DAYS	34.94
BANKCARD PROCESSING CEN…	0005644	09/25/2025	SHOP RAGS - BLDG MAINT VAN	9.88
BANKCARD PROCESSING CEN…	0005644	09/25/2025	LIGHTING FOR NEW VSB	2,524.32
BANKCARD PROCESSING CEN…	0005644	09/25/2025	TOILET SEAT- SENIOR CENTER	29.99
BANKCARD PROCESSING CEN…	0005645	09/25/2025	CHAMBER LUNCHEON	15.00
BANKCARD PROCESSING CEN…	0005645	09/25/2025	PDF EDITOR SUBSCRIPTION-ANNUAL	257.87
BANKCARD PROCESSING CEN…	0005645	09/25/2025	INTERNET SECURITY	90.00
BANKCARD PROCESSING CEN…	0005645	09/25/2025	INVESTIGATIONS CAMERA SERVICE	9.00
BANKCARD PROCESSING CEN…	0005645	09/25/2025	BANKCARD VISA - WILLIAM NAFF	-249.00
BANKCARD PROCESSING CEN…	0005645	09/25/2025	DEFFENBAUGH- DUMPSTER	119.78
BANKCARD PROCESSING CEN…	0005645	09/25/2025	AT&T AC INTERNET	74.90
BANKCARD PROCESSING CEN…	CM0000505-Beets 8-20-25	09/25/2025	Credit voucher-Kirby Smith Machinery OK405-4957820	-214.48
BANKCARD PROCESSING CEN…	0005652	09/29/2025	VISA Credit Correction - Beets	214.48
			Vendor 6536 - BANKCARD PROCESSING CENTER Total:	**14,540.22**
Vendor: 12687 - BONNER SPRINGS LIBRARY				
BONNER SPRINGS LIBRARY	0005603 - 8/31/2025	09/25/2025	Tax Distribution - WY CO	29,600.71
BONNER SPRINGS LIBRARY	0005603 - 8/31/2025	09/25/2025	Tax Distribution - JO CO	5,964.68
BONNER SPRINGS LIBRARY	0005603 - 8/31/2025	09/25/2025	Tax Distribution - LV	48.47
			Vendor 12687 - BONNER SPRINGS LIBRARY Total:	**35,613.86**
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDING LLC				
CHARTER COMMUNICATIONS…	152146701091425	09/25/2025	FD Internet Services 9/1425 - 10/13/25	256.98
			Vendor 11793 - CHARTER COMMUNICATIONS HOLDING LLC Total:	**256.98**
Vendor: 12974 - LORI MORTON				
LORI MORTON	87358777	06/17/2025	Swim Team - Refund - Steven Morton	90.00
			Vendor 12974 - LORI MORTON Total:	**90.00**
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0005604-09-26-2025	09/25/2025	Payroll for 09/26/2025	865.00
			Vendor 9879 - MAINSTREET CREDIT UNION Total:	**865.00**
			Grand Total:	**53,831.61**

Check Register

Bonner Springs, KS

Packet: APPKT01008 - 10-10-2025 Main Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
13051	5 STONES ENTERPRISE, INC (Fitness I	10/07/2025	Regular	0.00	145.00	157223
6515	911 CUSTOM LLC	10/07/2025	Regular	0.00	24,397.62	157224
12144	AD-TREND INC	10/07/2025	Regular	0.00	1,350.00	157225
11701	ALL COPY PRODUCTS INC	10/07/2025	Regular	0.00	636.31	157226
10078	AMAZON CAPITAL SERVICES INC	10/07/2025	Regular	0.00	525.95	157227
2953	AMBER VOGAN	10/07/2025	Regular	0.00	42.00	157228
12864	ANGEL ARMOR LLC	10/07/2025	Regular	0.00	1,543.00	157229
3303	ASPHALT SALES CO INC	10/07/2025	Regular	0.00	1,458.58	157230
5615	AT&T	10/07/2025	Regular	0.00	307.30	157231
2470	ATMOS ENERGY	10/07/2025	Regular	0.00	638.13	157232
3664	AUSTIN SALES INC	10/07/2025	Regular	0.00	99.95	157233
13054	BAMFORD FIRE SPRINKLER CO, INC	10/07/2025	Regular	0.00	321.00	157234
12165	BLUE CARDINAL CHEMICAL LLC	10/07/2025	Regular	0.00	287.00	157235
12688	BOARD OF PUBLIC UTILITIES	10/07/2025	Regular	0.00	7,905.43	157236
2798	BONNER SPRINGS AUTO REPAIR LLC	10/07/2025	Regular	0.00	675.00	157237
12146	BONNER SPRINGS ROTARY CLUB	10/07/2025	Regular	0.00	330.00	157238
4172	BOUND TREE MEDICAL LLC	10/07/2025	Regular	0.00	535.56	157239
12623	BRAVO ZULU LABS LLC	10/07/2025	Regular	0.00	32.00	157240
13053	BRIANNA HERRERA	10/07/2025	Regular	0.00	150.00	157241
4743	BSN SPORTS, INC	10/07/2025	Regular	0.00	287.92	157242
11659	CAPITAL ONE/WALMART COMMUNI	10/07/2025	Regular	0.00	98.53	157243
13056	CAROLINE HARRIS	10/07/2025	Regular	0.00	150.00	157244
2561	CDW LLC	10/07/2025	Regular	0.00	1,559.01	157245
12834	CHALLENGER TEAMWEAR LLC	10/07/2025	Regular	0.00	3,593.00	157246
10027	CINTAS	10/07/2025	Regular	0.00	1,410.06	157247
11655	CINTAS CORPORATION NO 2	10/07/2025	Regular	0.00	1,028.39	157248
11908	CMRS-FP	10/07/2025	Regular	0.00	800.00	157249
12452	COGENT INC	10/07/2025	Regular	0.00	20,213.66	157250
7888	COGENT INC	10/07/2025	Regular	0.00	4,520.86	157251
12681	COLEMAN EQUIPMENT INC	10/07/2025	Regular	0.00	2,654.55	157252
10136	COMPLIANCEONE	10/07/2025	Regular	0.00	784.26	157253
12725	CONRAD FIRE EQUIPMENT INC	10/07/2025	Regular	0.00	1,928.18	157254
11987	COOL HEAT KC LLC	10/07/2025	Regular	0.00	288.00	157255
12689	CORE & MAIN LP	10/07/2025	Regular	0.00	4,377.95	157256
12538	CRAIG S. CHENEY	10/07/2025	Regular	0.00	4,000.00	157257
2216	CROSBY PLUMBING	10/07/2025	Regular	0.00	4,970.00	157258
7098	CTM MEDIA GROUP INC	10/07/2025	Regular	0.00	8,100.00	157259
12684	DEFFENBAUGH INDUSTRIES INC	10/07/2025	Regular	0.00	4,189.45	157260
11654	DELL MARKETING LP	10/07/2025	Regular	0.00	5,491.43	157261
6029	DURKIN EQUIPMENT COMPANY	10/07/2025	Regular	0.00	1,583.44	157262
11899	EASY ICE, LLC	10/07/2025	Regular	0.00	136.00	157263
11557	ELECTRONIC CONTRACTING COMPA	10/07/2025	Regular	0.00	630.00	157264
12646	EMS MANAGEMENT & CONSULTANT	10/07/2025	Regular	0.00	9,427.84	157265
12996	ERIC LUECK	10/07/2025	Regular	0.00	102,184.00	157266
10964	EVERGY FKA KCP&L	10/07/2025	Regular	0.00	454.73	157267
10942	EVERGY KANSAS CENTRAL INC FKA V	10/07/2025	Regular	0.00	49,161.81	157268
7108	FOLEY INDUSTRIES	10/07/2025	Regular	0.00	172.10	157269
7225	FORTILINE, INC	10/07/2025	Regular	0.00	1,358.84	157270
7858	GALLS LLC	10/07/2025	Regular	0.00	152.00	157271
10924	GO CAR WASH MANAGEMENT CORP	10/07/2025	Regular	0.00	90.00	157272
13057	GOVCONNECTION, INC	10/07/2025	Regular	0.00	5,102.39	157273
1942	GRASS PAD INC	10/07/2025	Regular	0.00	45.90	157274
7383	GREAT PLAINS SOCIETY FOR PREVEN	10/07/2025	Regular	0.00	85.00	157275
1532	GT DISTRIBUTORS INC	10/07/2025	Regular	0.00	27.99	157276

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12532	H2O INNOVATION USA INC	10/07/2025	Regular	0.00	294.14	157277
4804	HASTY AWARDS	10/07/2025	Regular	0.00	81.34	157278
4275	HAYNES EQUIPMENT CO INC	10/07/2025	Regular	0.00	7,140.37	157279
12771	HEATHER LANDON	10/07/2025	Regular	0.00	1,783.33	157280
7242	HELGET GAS PRODUCTS INC	10/07/2025	Regular	0.00	166.15	157281
11835	HUMANE SOCIETY OF GREATER KAN	10/07/2025	Regular	0.00	1,000.00	157282
8165	HY-VEE	10/07/2025	Regular	0.00	105.39	157283
6791	ICON ENTERPRISES, INC.	10/07/2025	Regular	0.00	13,056.60	157284
10304	INSTITUTE FOR BUILDING TECHNOLO	10/07/2025	Regular	0.00	24,650.00	157285
12354	JEFFREY COX	10/07/2025	Regular	0.00	2,575.00	157286
11598	JOHNSON & WYANDOTTE COUNTIES	10/07/2025	Regular	0.00	350.00	157287
2991	K & K SYSTEMS INC	10/07/2025	Regular	0.00	5,863.32	157288
4464	KANSAS DEPARTMENT OF HEALTH &	10/07/2025	Regular	0.00	370.00	157289
12758	KANSAS FIBER NETWORK LLC	10/07/2025	Regular	0.00	875.00	157290
5308	KANSAS ONE-CALL SYSTEM, INC	10/07/2025	Regular	0.00	167.58	157291
11752	KANSAS UNIVERSITY PHYSICIANS, IN	10/07/2025	Regular	0.00	3,109.62	157292
10555	KBI LAB	10/07/2025	Regular	0.00	400.00	157293
12949	KCJP	10/07/2025	Regular	0.00	6,552.66	157294
11728	LABAN CONTRACTING LLC	10/07/2025	Regular	0.00	1,660.00	157295
12835	LEAF CAPITAL FUNDING LLC	10/07/2025	Regular	0.00	363.07	157296
3030	LEAGUE OF KANSAS MUNICIPALITIES	10/07/2025	Regular	0.00	275.00	157297
6250	LEXIS NEXIS RISK DATA MANAGEME	10/07/2025	Regular	0.00	389.00	157298
8009	LIFE-ASSIST, INC	10/07/2025	Regular	0.00	2,567.77	157299
12266	LOGAN CONTRACTORS SUPPLY, INC	10/07/2025	Regular	0.00	2,103.36	157300
1836	LOWE'S CREDIT SERVICES	10/07/2025	Regular	0.00	2,839.32	157301
9879	MAINSTREET CREDIT UNION	10/07/2025	Regular	0.00	865.00	157302
13032	MAPS INC	10/07/2025	Regular	0.00	49.23	157303
11688	MARK LEE	10/07/2025	Regular	0.00	293.20	157304
6251	MARK STITES	10/07/2025	Regular	0.00	191.00	157305
11848	MASON MEGEE	10/07/2025	Regular	0.00	49.25	157306
7347	MCGUIRE ELECTRIC LLC	10/07/2025	Regular	0.00	2,495.73	157307
6137	METRO COURIER INC	10/07/2025	Regular	0.00	27.44	157308
13055	MICHAEL DOLAN	10/07/2025	Regular	0.00	646.20	157309
11389	MISSION COMMUNICATIONS, LLC	10/07/2025	Regular	0.00	7,477.61	157310
6849	MJV-A LLC	10/07/2025	Regular	0.00	125.97	157311
12337	NANCY WATSON	10/07/2025	Regular	0.00	68.00	157312
7206	NATIONAL INSURANCE MARKETING	10/07/2025	Regular	0.00	2,377.39	157313
3094	NORRIS EQUIPMENT CO LLC	10/07/2025	Regular	0.00	469.46	157314
12986	NORTHLAND ANIMAL WELFARE SOC	10/07/2025	Regular	0.00	65.00	157315
12682	O'REILLY AUTOMOTIVE INC	10/07/2025	Regular	0.00	468.61	157316
10494	OZARK KENWORTH INC	10/07/2025	Regular	0.00	4,225.58	157317
3393	PACE ANALYTICAL SERVICES LLC	10/07/2025	Regular	0.00	1,274.00	157318
11833	PAULA BUCKRIDGE	10/07/2025	Regular	0.00	68.00	157319
2955	PB HOIDALE CO INC	10/07/2025	Regular	0.00	497.05	157320
11541	PEREGRINE CORPORATION	10/07/2025	Regular	0.00	1,768.50	157321
12574	PINNACLE EMERGENCY VEHICLES LL	10/07/2025	Regular	0.00	1,500.00	157322
12700	POMP'S TIRE SERVICE INC	10/07/2025	Regular	0.00	488.20	157323
11943	PTG MISSOURI LLC	10/07/2025	Regular	0.00	580.47	157324
12674	PUSHWATER ENTERPRISES INC	10/07/2025	Regular	0.00	52.00	157325
10030	QUALITY SPEAKS LLC	10/07/2025	Regular	0.00	83.25	157326
8031	REDDI SERVICES INC	10/07/2025	Regular	0.00	7,218.41	157327
8035	REEVES-WIEDEMAN COMPANY	10/07/2025	Regular	0.00	243.00	157328
6838	REJIS COMMISSION	10/07/2025	Regular	0.00	189.12	157329
11689	RICK LEDGERWOOD	10/07/2025	Regular	0.00	27.99	157330
11773	RONALD TILDEN	10/07/2025	Regular	0.00	2,003.45	157331
6010	SCHUETZ CONSTRUCTION	10/07/2025	Regular	0.00	17,559.34	157332
13050	SCOTT ZIEBELL	10/07/2025	Regular	0.00	450.00	157333
12409	SHEILA MCCONICO	10/07/2025	Regular	0.00	100.00	157334
7934	SITEONE LANDSCAPE SUPPLY HOLDI	10/07/2025	Regular	0.00	4,499.24	157335
11869	SOUTHWEST ANSWERING SERVICE I	10/07/2025	Regular	0.00	117.00	157336
0930	STANLEY R MCAFEE	10/07/2025	Regular	0.00	2,790.00	157337

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7670	STAPLES CONTRACT & COMMERCIAL	10/07/2025	Regular	0.00	120.22	157338
12744	T-MOBILE	10/07/2025	Regular	0.00	1,237.18	157339
11386	UNIFIED GOVERNMENT TREASURER	10/07/2025	Regular	0.00	1,372.00	157340
4137	UNIVERSITY OF KANSAS HOSPITAL A	10/07/2025	Regular	0.00	110.00	157341
8404	VESTA LEE LUMBER COMPANY	10/07/2025	Regular	0.00	105.00	157342
13052	VICKI TURNER	10/07/2025	Regular	0.00	150.00	157343
12683	W W GRAINGER INC	10/07/2025	Regular	0.00	871.42	157344
2169	WALMART	10/07/2025	Regular	0.00	56.76	157345
7375	WATCHMEN SECURITY SERVICES LLC	10/07/2025	Regular	0.00	206.90	157346
1321	WESTLAKE HARDWARE	10/07/2025	Regular	0.00	1,200.58	157347
	Void	10/07/2025	Regular	0.00	0.00	157348
11421	WEX INC	10/07/2025	Regular	0.00	13,850.05	157349
8411	WILSON & COMPANY INC ENGINEER	10/07/2025	Regular	0.00	32,851.76	157350
6868	WYANDOTTE ECONOMIC DEVELOPM	10/07/2025	Regular	0.00	10,000.00	157351

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	284	128	0.00	484,710.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	284	**129**	**0.00**	**484,710.70**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2025	484,710.70
			484,710.70

Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13051 - 5 STONES ENTERPRISE, INC (Fitness Machine Technicians)				
5 STONES ENTERPRISE, INC (Fi…	140524349	10/07/2025	PM on Fitness Equipment	145.00
			Vendor 13051 - 5 STONES ENTERPRISE, INC (Fitness Machine Technicians) Total:	**145.00**
Vendor: 6515 - 911 CUSTOM LLC				
911 CUSTOM LLC	61099	10/07/2025	Emergency Equipment Upfit of 2024 Ford Explorer K9	1,858.18
911 CUSTOM LLC	61099	10/07/2025	Emergency Equipment Upfit of 2024 Ford Explorer K9	21,243.62
911 CUSTOM LLC	61099B	10/07/2025	In Car Laptop	1,295.82
			Vendor 6515 - 911 CUSTOM LLC Total:	**24,397.62**
Vendor: 12144 - AD-TREND INC				
AD-TREND INC	35472	10/07/2025	50% co-op ad for Bonner Tourism (ZipKC for OctSeas	1,350.00
			Vendor 12144 - AD-TREND INC Total:	**1,350.00**
Vendor: 11701 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	592389419	10/07/2025	Period of Performance 9/15/25-10/14/25	636.31
			Vendor 11701 - ALL COPY PRODUCTS INC Total:	**636.31**
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I…	13M7-1MP6-1J13	10/07/2025	Kickballs for League	36.97
AMAZON CAPITAL SERVICES I…	1DGN-NHC1-H7VH	10/07/2025	Halloween story trail supplies	147.20
AMAZON CAPITAL SERVICES I…	1JQH-HW9D-93PH	10/07/2025	PSI pressure transmitter Booster Station	24.00
AMAZON CAPITAL SERVICES I…	1JQH-HW9D-93PH	10/07/2025	Liftmaster Remotes	64.95
AMAZON CAPITAL SERVICES I…	1LVF-741C-1PCM	10/07/2025	Biinders, water filters	92.78
AMAZON CAPITAL SERVICES I…	1PN4-RF1G-1D3F	10/07/2025	Cario drumming equipmnet	105.67
AMAZON CAPITAL SERVICES I…	iRQC-JMLC-CNC3	10/07/2025	Box tape & dispensers	24.39
AMAZON CAPITAL SERVICES I…	iRQC-JMLC-CNC3	10/07/2025	Pest control spray-WTP	29.99
			Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:	**525.95**
Vendor: 2953 - AMBER VOGAN				
AMBER VOGAN	0005674	10/07/2025	Reimbursement July - Sept Insurance	42.00
			Vendor 2953 - AMBER VOGAN Total:	**42.00**
Vendor: 12864 - ANGEL ARMOR LLC				
ANGEL ARMOR LLC	INV15484	10/07/2025	Body Armor - Thomas	1,543.00
			Vendor 12864 - ANGEL ARMOR LLC Total:	**1,543.00**
Vendor: 3303 - ASPHALT SALES CO INC				
ASPHALT SALES CO INC	160916	10/07/2025	Asphalt - Street Patching	234.60
ASPHALT SALES CO INC	160935	10/07/2025	Asphalt - Street Patching	383.53
ASPHALT SALES CO INC	160978	10/07/2025	Asphalt - Street Patching	423.80
ASPHALT SALES CO INC	161007	10/07/2025	Asphalt - Street Patching	416.65
			Vendor 3303 - ASPHALT SALES CO INC Total:	**1,458.58**
Vendor: 5615 - AT&T				
AT&T	0790469593-092525	10/07/2025	SPECIAL CIRCUITS AND ALARMS- Oct	33.30
AT&T	0790469593-092525	10/07/2025	SPECIAL CIRCUITS AND ALARMS	134.00
AT&T	0790469593-092525	10/07/2025	SPECIAL CIRCUITS AND ALARMS	140.00
			Vendor 5615 - AT&T Total:	**307.30**
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0005675-Oct	10/07/2025	Gas Service	157.26

Vendor Name	**Payable Number**	**Post Date**	**Description (Item)**	**Amount**
ATMOS ENERGY	0005675-Oct	10/07/2025	Gas Service	267.26
ATMOS ENERGY	0005675-Oct	10/07/2025	Gas Service	9.57
ATMOS ENERGY	3066672954-Oct	10/07/2025	Gas Service (8/20/25-9/18/25)	122.70
ATMOS ENERGY	4007868157-Oct	10/07/2025	Gas Service 8/20/25-9/18/25	81.34
			Vendor 2470 - ATMOS ENERGY Total:	**638.13**
Vendor: 3664 - AUSTIN SALES INC				
AUSTIN SALES INC	44221	10/07/2025	Adjustable coupler & 2" ball for trailer- VID#656	99.95
			Vendor 3664 - AUSTIN SALES INC Total:	**99.95**
Vendor: 13054 - BAMFORD FIRE SPRINKLER CO, INC				
BAMFORD FIRE SPRINKLER CO,..	19632	10/07/2025	Equipment Fee	80.00
BAMFORD FIRE SPRINKLER CO,..	19632	10/07/2025	Compliance Engine Inspec,	25.00
BAMFORD FIRE SPRINKLER CO,..	19632	10/07/2025	Annual Inspection Wet System	216.00
			Vendor 13054 - BAMFORD FIRE SPRINKLER CO, INC Total:	**321.00**
Vendor: 12165 - BLUE CARDINAL CHEMICAL LLC				
BLUE CARDINAL CHEMICAL LLC	17960	10/07/2025	Sewer Line Cleaner	287.00
			Vendor 12165 - BLUE CARDINAL CHEMICAL LLC Total:	**287.00**
Vendor: 12688 - BOARD OF PUBLIC UTILITIES				
BOARD OF PUBLIC UTILITIES	0005663	10/07/2025	Water Useage 8/3/25-9/3/25 & credit 7/3-8/3-25	11,783.14
BOARD OF PUBLIC UTILITIES	0005663	10/07/2025	Credit 7/3-8/3-25	-3,906.26
BOARD OF PUBLIC UTILITIES	23576183-Sept	10/07/2025	Monthly Service	28.55
			Vendor 12688 - BOARD OF PUBLIC UTILITIES Total:	**7,905.43**
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPA…	30433	10/07/2025	Freon2# R-1234A	53.32
BONNER SPRINGS AUTO REPA…	30433	10/07/2025	#110 Air Cond Service,	90.00
BONNER SPRINGS AUTO REPA…	30433	10/07/2025	Shop supplies	2.15
BONNER SPRINGS AUTO REPA…	30611	10/07/2025	Oil & Filter change - VID #575	113.20
BONNER SPRINGS AUTO REPA…	30624	10/07/2025	Oil & Filter change - VID #535	113.20
BONNER SPRINGS AUTO REPA…	30637	10/07/2025	Oil & Filter change - VID #562	113.20
BONNER SPRINGS AUTO REPA…	30648	10/07/2025	Oil & Filter change - VID #528	113.20
BONNER SPRINGS AUTO REPA…	30725	10/07/2025	Oil & filter change - VID#519	76.73
			Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:	**675.00**
Vendor: 12146 - BONNER SPRINGS ROTARY CLUB				
BONNER SPRINGS ROTARY CL…	2025-2	10/07/2025	Lunches-Brake 7/2/25-12/2/25	165.00
BONNER SPRINGS ROTARY CL…	2025-2	10/07/2025	Lunches-Bartels 7/2025-12/2025	165.00
			Vendor 12146 - BONNER SPRINGS ROTARY CLUB Total:	**330.00**
Vendor: 4172 - BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	85824611	10/07/2025	medical supplies	211.66
BOUND TREE MEDICAL LLC	85842916	10/07/2025	Medical supplies	185.00
BOUND TREE MEDICAL LLC	85882550	10/07/2025	Medical supplies	138.90
			Vendor 4172 - BOUND TREE MEDICAL LLC Total:	**535.56**
Vendor: 12623 - BRAVO ZULU LABS LLC				
BRAVO ZULU LABS LLC	1997	10/07/2025	5 Panel- B. Johnson	32.00
			Vendor 12623 - BRAVO ZULU LABS LLC Total:	**32.00**
Vendor: 13053 - BRIANNA HERRERA				
BRIANNA HERRERA	94838811	10/07/2025	Refund deposit - South Park 9/13/2025	150.00
			Vendor 13053 - BRIANNA HERRERA Total:	**150.00**
Vendor: 4743 - BSN SPORTS, INC				
BSN SPORTS, INC	931051928	10/07/2025	Volleyballs & volley lites for league	287.92
			Vendor 4743 - BSN SPORTS, INC Total:	**287.92**
Vendor: 11659 - CAPITAL ONE/WALMART COMMUNITY CARD				
CAPITAL ONE/WALMART CO…	01391	10/07/2025	15A ATC Fuse	4.86
CAPITAL ONE/WALMART CO…	02323	10/07/2025	Office Supplies	13.79

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CAPITAL ONE/WALMART CO…	03509	10/07/2025	Printer Ink Cartridge	39.96
CAPITAL ONE/WALMART CO…	03509	10/07/2025	Zip Ties	22.96
CAPITAL ONE/WALMART CO…	673587076	10/07/2025	4-aluminum pants- WTP chem room	16.96
			Vendor 11659 - CAPITAL ONE/WALMART COMMUNITY CARD Total:	**98.53**
Vendor: 13056 - CAROLINE HARRIS				
CAROLINE HARRIS	91301433	10/07/2025	Refund Deposit - South Park 10/04/2025	150.00
			Vendor 13056 - CAROLINE HARRIS Total:	**150.00**
Vendor: 2561 - CDW LLC				
CDW LLC	AF6XY5U	10/07/2025	Laptop- City Clerk	1,357.87
CDW LLC	AF6XY5U	10/07/2025	Docking Port- City Clerk	201.14
			Vendor 2561 - CDW LLC Total:	**1,559.01**
Vendor: 12834 - CHALLENGER TEAMWEAR LLC				
CHALLENGER TEAMWEAR LLC	1298942	10/07/2025	Soccer Jerseys	2,382.50
CHALLENGER TEAMWEAR LLC	1300439	10/07/2025	Coach add ons	27.50
CHALLENGER TEAMWEAR LLC	1306106	10/07/2025	Volleyball jerseys	1,170.50
CHALLENGER TEAMWEAR LLC	1306106	10/07/2025	Add on	12.50
			Vendor 12834 - CHALLENGER TEAMWEAR LLC Total:	**3,593.00**
Vendor: 11655 - CINTAS CORPORATION NO 2				
CINTAS CORPORATION NO 2	5294456107	10/07/2025	Medical Cabinet	119.75
CINTAS CORPORATION NO 2	OF58719298	10/07/2025	Sprinkler repaird	369.00
CINTAS CORPORATION NO 2	OF58720989	10/07/2025	Parts alarm repairs	539.64
			Vendor 11655 - CINTAS CORPORATION NO 2 Total:	**1,028.39**
Vendor: 10027 - CINTAS				
CINTAS	4237101280	10/07/2025	Cleaning Services	246.12
CINTAS	4238585549	10/07/2025	Cleaning Services	246.12
CINTAS	4242340334	10/07/2025	Floor & Scaper mats- PW Main bldg	71.49
CINTAS	4242340342	10/07/2025	Floor & Scraper mats- WTP	108.82
CINTAS	4242340343	10/07/2025	Floor & Scraper mats - WWTP	47.86
CINTAS	4243908125	10/07/2025	Floor & Scraper mats-WTP	108.82
CINTAS	4243908133	10/07/2025	Floor & Scraper mats-- PW Main bldg	71.49
CINTAS	4243908144	10/07/2025	Floor & Scraper mats- WTTP	47.86
CINTAS	4244436350	10/07/2025	Cleaning Services	246.12
CINTAS	4244634091	10/07/2025	Misc Supplies	215.36
			Vendor 10027 - CINTAS Total:	**1,410.06**
Vendor: 11908 - CMRS-FP				
CMRS-FP	0005654	10/07/2025	POSTAGE FOR METER	800.00
			Vendor 11908 - CMRS-FP Total:	**800.00**
Vendor: 7888 - COGENT INC				
COGENT INC	5634492	10/07/2025	Monthly PM & replacement Pump #2 @LS#2	1,945.86
COGENT INC	5635583	10/07/2025	Monthly PM- LS#2	445.00
COGENT INC	5636156	10/07/2025	Install replacement pump - LS#9	2,130.00
			Vendor 7888 - COGENT INC Total:	**4,520.86**
Vendor: 12452 - COGENT INC				
COGENT INC	5636297	10/07/2025	LS #9 Pump Replacement	20,213.66
			Vendor 12452 - COGENT INC Total:	**20,213.66**
Vendor: 12681 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	100-40401	10/07/2025	Rental-24" aerator for parks	690.00
COLEMAN EQUIPMENT INC	35663	10/07/2025	#557 , oil&filter change,& hydraulic oil/filter	1,762.56
COLEMAN EQUIPMENT INC	35729	10/07/2025	Plug tire- VID#557	22.75
COLEMAN EQUIPMENT INC	677263	10/07/2025	Replacement shroud for Stihl string trimmer	27.74

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
COLEMAN EQUIPMENT INC	681126	10/07/2025	Bucket teeth & roll pin for excavator-VID #401	88.50
COLEMAN EQUIPMENT INC	681924	10/07/2025	Fuel for small eng equipment	21.00
COLEMAN EQUIPMENT INC	682188	10/07/2025	Fuel for small eng equipment	42.00
			Vendor 12681 - COLEMAN EQUIPMENT INC Total:	**2,654.55**
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	330493	10/07/2025	July MONTHLY CHARGES/RANDOM DOT	69.08
COMPLIANCEONE	330493	10/07/2025	July MONTHLY CHARGES/RANDOM DOT	25.12
COMPLIANCEONE	330493	10/07/2025	July MONTHLY CHARGES/RANDOM Non-DOT	79.50
COMPLIANCEONE	330493	10/07/2025	July MONTHLY CHARGES/RANDOM DOT	25.12
COMPLIANCEONE	330493	10/07/2025	July MONTHLY CHARGES/RANDOM DOT	6.28
COMPLIANCEONE	330494	10/07/2025	July MONTHLY CHARGES/RANDOM Non DOT	52.80
COMPLIANCEONE	330494	10/07/2025	July MONTHLY CHARGES/RANDOM Non DOT	52.80
COMPLIANCEONE	330494	10/07/2025	July MONTHLY CHARGES/RANDOM Non DOT	288.88
COMPLIANCEONE	330494	10/07/2025	July MONTHLY CHARGES/RANDOM Non DOT	52.80
COMPLIANCEONE	330494	10/07/2025	July MONTHLY CHARGES/RANDOM Non DOT	131.88
			Vendor 10136 - COMPLIANCEONE Total:	**784.26**
Vendor: 12725 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	585120	10/07/2025	Install new tail lights & other emerg lights	640.00
CONRAD FIRE EQUIPMENT INC	585120	10/07/2025	Install new tail lights & other emerg light	604.94
CONRAD FIRE EQUIPMENT INC	586872	10/07/2025	Mini Cutter Charger	186.35
CONRAD FIRE EQUIPMENT INC	587140	10/07/2025	Fire Helmet	439.32
CONRAD FIRE EQUIPMENT INC	587295	10/07/2025	Grab Hanle Spacres	57.57
			Vendor 12725 - CONRAD FIRE EQUIPMENT INC Total:	**1,928.18**
Vendor: 11987 - COOL HEAT KC LLC				
COOL HEAT KC LLC	6506	10/07/2025	Service Call Commercial	288.00
			Vendor 11987 - COOL HEAT KC LLC Total:	**288.00**
Vendor: 12689 - CORE & MAIN LP				
CORE & MAIN LP	X603252	10/07/2025	SS Shaft w/dual arbor tapping wtr service lines	318.93
CORE & MAIN LP	X793547	10/07/2025	Blue locate paint	142.80
CORE & MAIN LP	X798494	10/07/2025	Dist Maint parts	3,034.22
CORE & MAIN LP	X821646	10/07/2025	200-bolts for fittings- Dist Maint	882.00
			Vendor 12689 - CORE & MAIN LP Total:	**4,377.95**
Vendor: 12538 - CRAIG S. CHENEY				
CRAIG S. CHENEY	120	10/07/2025	DC Enneagram- work style eval x6	1,400.00
CRAIG S. CHENEY	120	10/07/2025	DC assessment essay review scoring	600.00
CRAIG S. CHENEY	120	10/07/2025	DC Personal interviewsX6	2,000.00
			Vendor 12538 - CRAIG S. CHENEY Total:	**4,000.00**
Vendor: 2216 - CROSBY PLUMBING				
CROSBY PLUMBING	62748852	10/07/2025	Replace grinder pump & pit 13525 Post Dr.	4,970.00
			Vendor 2216 - CROSBY PLUMBING Total:	**4,970.00**

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7098 - CTM MEDIA GROUP INC				
CTM MEDIA GROUP INC	INV10-041720	10/07/2025	Travel brochure distribution annual contract fee	8,100.00
			Vendor 7098 - CTM MEDIA GROUP INC Total:	**8,100.00**
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I…	0025142-4861-2	10/07/2025	Sludge Hauling - 9/1/25-1/15/25	1,487.35
DEFFENBAUGH INDUSTRIES I…	25259-4861-4	10/07/2025	Sludge hauling 9/16/25-9/30/25	2,702.10
			Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:	**4,189.45**
Vendor: 11654 - DELL MARKETING LP				
DELL MARKETING LP	10835912094	10/07/2025	1 Dell Pro Micro Desktop systems	784.49
DELL MARKETING LP	10835912094	10/07/2025	2 Dell Pro Micro Desktop systems	1,568.98
DELL MARKETING LP	10835912094	10/07/2025	2 Dell Pro Micro Desktop systems	1,568.98
DELL MARKETING LP	10835912094	10/07/2025	2 Dell Pro Micro Desktop systems	1,568.98
			Vendor 11654 - DELL MARKETING LP Total:	**5,491.43**
Vendor: 6029 - DURKIN EQUIPMENT COMPANY				
DURKIN EQUIPMENT COMPA…	DK-SINVP106435	10/07/2025	Repair service Booster Station - Comm syst/SCADA	1,583.44
			Vendor 6029 - DURKIN EQUIPMENT COMPANY Total:	**1,583.44**
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	73381	10/07/2025	Ice Maker Lease	136.00
			Vendor 11899 - EASY ICE, LLC Total:	**136.00**
Vendor: 11557 - ELECTRONIC CONTRACTING COMPANY				
ELECTRONIC CONTRACTING C…	78186	10/07/2025	Fire alarm monitoring service-WTP	630.00
			Vendor 11557 - ELECTRONIC CONTRACTING COMPANY Total:	**630.00**
Vendor: 12646 - EMS MANAGEMENT & CONSULTANTS INC				
EMS MANAGEMENT & CONSU…	EMS-017132	10/07/2025	Ambulance Bill	3,619.78
EMS MANAGEMENT & CONSU…	EMS-017487	10/07/2025	Ambulance Bill Processing - July	2,575.72
EMS MANAGEMENT & CONSU…	EMS-019106	10/07/2025	Ambulance Bill Processing - August	3,232.34
			Vendor 12646 - EMS MANAGEMENT & CONSULTANTS INC Total:	**9,427.84**
Vendor: 12996 - ERIC LUECK				
ERIC LUECK	12289	10/07/2025	Cemetery Roof Replacement	4,438.00
ERIC LUECK	12289	10/07/2025	Animal Shelter Roof Replacement	7,746.00
ERIC LUECK	12289-2	10/07/2025	Community Center Window Replacement	75,000.00
ERIC LUECK	12290	10/07/2025	Animal Control Roof Modification	15,000.00
			Vendor 12996 - ERIC LUECK Total:	**102,184.00**
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	8816867433-Oct	10/07/2025	LED STREET LIGHT ELECTRICAL SERVICE-Oct	454.73
			Vendor 10964 - EVERGY FKA KCP&L Total:	**454.73**
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	2,781.62
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	172.47
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	1,733.31
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	2,089.63
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	244.76
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	2,272.74
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	2,082.76

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	2,021.74
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	11,194.07
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	10,628.97
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	213.60
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	137.26
EVERGY KANSAS CENTRAL INC…	0005679- Oct	10/07/2025	Electric Service	741.19
EVERGY KANSAS CENTRAL INC…	1756975624-Oct	10/07/2025	Gas Service - 129 Elm	34.50
EVERGY KANSAS CENTRAL INC…	7472004486-Oct	10/07/2025	STREETLIGHT ELECTRICAL SERVICE-Oct	12,813.19
			Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:	**49,161.81**
Vendor: 7108 - FOLEY INDUSTRIES				
FOLEY INDUSTRIES	PS460127365	10/07/2025	10 grease cartridges for excavator VID#401	172.10
			Vendor 7108 - FOLEY INDUSTRIES Total:	**172.10**
Vendor: 7225 - FORTILINE, INC				
FORTILINE, INC	7051461	10/07/2025	Repair parts - Booster Station	158.84
FORTILINE, INC	7058894	10/07/2025	4 meter yoke assemblies- Sandstone Townhomes	1,200.00
			Vendor 7225 - FORTILINE, INC Total:	**1,358.84**
Vendor: 7858 - GALLS LLC				
GALLS LLC	32572005	10/07/2025	Pants	152.00
			Vendor 7858 - GALLS LLC Total:	**152.00**
Vendor: 10924 - GO CAR WASH MANAGEMENT CORP				
GO CAR WASH MANAGEMENT…	INV3334	10/07/2025	Car wash for Sep 25	90.00
			Vendor 10924 - GO CAR WASH MANAGEMENT CORP Total:	**90.00**
Vendor: 13057 - GOVCONNECTION, INC				
GOVCONNECTION, INC	76909004	10/07/2025	1 Lenovo T14 Laptop	1,384.50
GOVCONNECTION, INC	76909004	10/07/2025	1 USB C docking stations for Lenovo Laptop	185.77
GOVCONNECTION, INC	76909004	10/07/2025	1 3yr Warranty for T14 Laptop	138.27
GOVCONNECTION, INC	76909004	10/07/2025	1 Lenovo T14 Laptop	1,384.50
GOVCONNECTION, INC	76909004	10/07/2025	1 USB C Docking statoins for Lenovo Laptop	185.77
GOVCONNECTION, INC	76909004	10/07/2025	Dell USB C Docking Station	181.07
GOVCONNECTION, INC	76909004	10/07/2025	1 3yr Warranty fro T14 Laptop	138.27
GOVCONNECTION, INC	76909004	10/07/2025	2 Dell Pro Micro Destop PCs	1,504.24
			Vendor 13057 - GOVCONNECTION, INC Total:	**5,102.39**
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	544822	10/07/2025	Top soil- Dist Maint	45.90
			Vendor 1942 - GRASS PAD INC Total:	**45.90**
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SOCIETY FOR P…	0825BS	10/07/2025	Animal Shelter Transfes	85.00
			Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:	**85.00**
Vendor: 1532 - GT DISTRIBUTORS INC				
GT DISTRIBUTORS INC	INV1060360	10/07/2025	Name bar- Silver	27.99
			Vendor 1532 - GT DISTRIBUTORS INC Total:	**27.99**
Vendor: 12532 - H2O INNOVATION USA INC				
H2O INNOVATION USA INC	CD152523	10/07/2025	PH & ORP probes - WTP	1,768.42
H2O INNOVATION USA INC	CM0000509- CR102849	10/07/2025	CREDIT memo- delivery of probes delayed I#152523	-1,474.28
			Vendor 12532 - H2O INNOVATION USA INC Total:	**294.14**
Vendor: 4804 - HASTY AWARDS				
HASTY AWARDS	09250360	10/07/2025	Pre K/K Soccer Medals	81.34
			Vendor 4804 - HASTY AWARDS Total:	**81.34**
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
HAYNES EQUIPMENT CO INC	30935E	10/07/2025	Replacement grinder Pump & Pit- 13525 PostDr	5,920.06

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
HAYNES EQUIPMENT CO INC	30961E	10/07/2025	Repair grinder pump- 13506 Heritage Dr	1,220.31
			Vendor 4275 - HAYNES EQUIPMENT CO INC Total:	**7,140.37**
Vendor: 12771 - HEATHER LANDON				
HEATHER LANDON	0005653	10/07/2025	Municipal Court Judge Services	1,783.33
			Vendor 12771 - HEATHER LANDON Total:	**1,783.33**
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	2413870	10/07/2025	K Cylinder	7.12
HELGET GAS PRODUCTS INC	2413870	10/07/2025	Med O2 D Cylinder	135.36
HELGET GAS PRODUCTS INC	3038519	10/07/2025	K Cylinder	4.95
HELGET GAS PRODUCTS INC	3038519	10/07/2025	Med O2 Cylinder	18.72
			Vendor 7242 - HELGET GAS PRODUCTS INC Total:	**166.15**
Vendor: 11835 - HUMANE SOCIETY OF GREATER KANSAS CITY				
HUMANE SOCIETY OF GREATE…	August 2025	10/07/2025	Animal Shelter Transfers	500.00
HUMANE SOCIETY OF GREATE…	July 2025	10/07/2025	Animal Shelter Transfers	500.00
			Vendor 11835 - HUMANE SOCIETY OF GREATER KANSAS CITY Total:	**1,000.00**
Vendor: 8165 - HY-VEE				
HY-VEE	3077074-2025	10/07/2025	Make & Take w/HyVee- food supplies	10.77
HY-VEE	3077074-2025	10/07/2025	Make & Take w/HyVee- food supplies	94.62
			Vendor 8165 - HY-VEE Total:	**105.39**
Vendor: 6791 - ICON ENTERPRISES, INC.				
ICON ENTERPRISES, INC.	342157	10/07/2025	Annual fee for CivicPlus LLC	13,056.60
			Vendor 6791 - ICON ENTERPRISES, INC. Total:	**13,056.60**
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TEC…	R730-BK1-0825	10/07/2025	Inspection Fees & Aug 2025	24,600.00
INSTITUTE FOR BUILDING TEC…	R730-BK1-0825	10/07/2025	Plan Review-Aug 2025	50.00
			Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:	**24,650.00**
Vendor: 12354 - JEFFREY COX				
JEFFREY COX	2509	10/07/2025	Training Contractor - Sept	2,575.00
			Vendor 12354 - JEFFREY COX Total:	**2,575.00**
Vendor: 11598 - JOHNSON & WYANDOTTE COUNTIES COUNCIL OF MAYORS				
JOHNSON & WYANDOTTE CO…	0005648	10/07/2025	Annual Dues 2025-2026	350.00
			Vendor 11598 - JOHNSON & WYANDOTTE COUNTIES COUNCIL OF MAYORS Total:	**350.00**
Vendor: 2991 - K & K SYSTEMS INC				
K & K SYSTEMS INC	28785	10/07/2025	Traffic monitoring system	5,863.32
			Vendor 2991 - K & K SYSTEMS INC Total:	**5,863.32**
Vendor: 4464 - KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT				
KANSAS DEPARTMENT OF HE…	0005649	10/07/2025	Annual Permit Fee #M-KS06-OO02	370.00
			Vendor 4464 - KANSAS DEPARTMENT OF HEALTH & ENVIRONMENT Total:	**370.00**
Vendor: 12758 - KANSAS FIBER NETWORK LLC				
KANSAS FIBER NETWORK LLC	0005676-Oct	10/07/2025	Monthly charge for dedicated internet 10/1/-10/31	437.50
KANSAS FIBER NETWORK LLC	0005676-Oct	10/07/2025	Monthly charge for dedicated internet 10/1/-10/31	437.50
			Vendor 12758 - KANSAS FIBER NETWORK LLC Total:	**875.00**
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC				
KANSAS ONE-CALL SYSTEM, I…	5090169	10/07/2025	August Locates (126)	167.58
			Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC Total:	**167.58**
Vendor: 11752 - KANSAS UNIVERSITY PHYSICIANS, INC				
KANSAS UNIVERSITY PHYSICI…	CI-1015162	10/07/2025	EM Director Agreement	3,109.62
			Vendor 11752 - KANSAS UNIVERSITY PHYSICIANS, INC Total:	**3,109.62**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10555 - KBI LAB				
KBI LAB	22-8163K22-675	10/07/2025	Lab Fee- Mark Cunningham	400.00
			Vendor 10555 - KBI LAB Total:	**400.00**
Vendor: 12949 - KCJP				
KCJP	INV174268	10/07/2025	Janitorial service - WTP May	1,285.00
KCJP	INV236006	10/07/2025	Janitorial Service- CC 10/01/25-10/31/25	1,480.00
KCJP	INV236008	10/07/2025	Janitorial supplies --PW Main Bldg	222.50
KCJP	INV236008	10/07/2025	Janitorial service - WTP	222.50
KCJP	INV236010	10/07/2025	Cleaning Services	1,195.00
KCJP	INV236012	10/07/2025	Janitorial service - WTP	865.05
KCJP	INV2424942	10/07/2025	Extra cleaning - SP 8/1, 8/16, 9/27	375.00
KCJP	SI3543	10/07/2025	Janitorial supplies - WTP	115.75
KCJP	SI3907	10/07/2025	Misc Supplies	241.57
KCJP	SI3908	10/07/2025	Cleaning Services	280.30
KCJP	SI3909	10/07/2025	Janitorial Supplies - Delivered 9/23/25	70.81
KCJP	SI3910	10/07/2025	Janitorial service - PW Main Bldg	199.18
			Vendor 12949 - KCJP Total:	**6,552.66**
Vendor: 11728 - LABAN CONTRACTING LLC				
LABAN CONTRACTING LLC	INV/2025-1831	10/07/2025	KMP-City Band Port-a-let 5/21-9/9	830.00
LABAN CONTRACTING LLC	INV2025-1830	10/07/2025	Pavillion - Farmers Market Port-a-lot 4/30/25-8/19	830.00
			Vendor 11728 - LABAN CONTRACTING LLC Total:	**1,660.00**
Vendor: 12835 - LEAF CAPITAL FUNDING LLC				
LEAF CAPITAL FUNDING LLC	19025464	10/07/2025	Accent Water Unit	80.00
LEAF CAPITAL FUNDING LLC	19065208	10/07/2025	Kyocera Copiers- Oct	283.07
			Vendor 12835 - LEAF CAPITAL FUNDING LLC Total:	**363.07**
Vendor: 3030 - LEAGUE OF KANSAS MUNICIPALITIES				
LEAGUE OF KANSAS MUNICIP…	2000156525	10/07/2025	2025 LKM Conferencee - Stephens	275.00
			Vendor 3030 - LEAGUE OF KANSAS MUNICIPALITIES Total:	**275.00**
Vendor: 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC				
LEXIS NEXIS RISK DATA MANA…	1100205346	10/07/2025	September Monthly Subscription	389.00
			Vendor 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC Total:	**389.00**
Vendor: 8009 - LIFE-ASSIST, INC				
LIFE-ASSIST, INC	1639488	10/07/2025	Medical supplies	522.86
LIFE-ASSIST, INC	1641138	10/07/2025	Medical supplies	113.12
LIFE-ASSIST, INC	1641509	10/07/2025	Medical Supplies	59.00
LIFE-ASSIST, INC	1642549	10/07/2025	Medical supplies	429.52
LIFE-ASSIST, INC	1643421	10/07/2025	Medical supplies	552.52
LIFE-ASSIST, INC	1643904	10/07/2025	Medical supplies	890.75
			Vendor 8009 - LIFE-ASSIST, INC Total:	**2,567.77**
Vendor: 12266 - LOGAN CONTRACTORS SUPPLY, INC				
LOGAN CONTRACTORS SUPPL…	G34331	10/07/2025	Portable generator, spacers for saw- Dist Maint	1,275.36
LOGAN CONTRACTORS SUPPL…	G38109	10/07/2025	Blades for concrete saw- Dist Maint	600.00
LOGAN CONTRACTORS SUPPL…	G39224	10/07/2025	Tool set Dist Maint VID#519-521	228.00
			Vendor 12266 - LOGAN CONTRACTORS SUPPLY, INC Total:	**2,103.36**
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	81579	10/07/2025	Outlets & covers PKs-OakSt	282.96
LOWE'S CREDIT SERVICES	81579	10/07/2025	Misc Maint supplies VID#480	59.60

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
LOWE'S CREDIT SERVICES	86888	10/07/2025	Extension cords for poles - Tiblow Dayus	97.92
LOWE'S CREDIT SERVICES	93285	10/07/2025	Electrical wiring supplies-fuel pump PW Main Fac	333.45
LOWE'S CREDIT SERVICES	95884	10/07/2025	Electric wire 50 apm-Tiblow Days	20.19
LOWE'S CREDIT SERVICES	95884	10/07/2025	PVC pipe glue-VID 480	14.23
LOWE'S CREDIT SERVICES	96352	10/07/2025	2 sink faucets - Library	188.10
LOWE'S CREDIT SERVICES	970807	10/07/2025	concrete pads @ Ctr Pk, ACO, Kelly Murphy	302.64
LOWE'S CREDIT SERVICES	978184-1	10/07/2025	Short paid invoice- balance due	0.50
LOWE'S CREDIT SERVICES	978366	10/07/2025	Door locks	288.54
LOWE'S CREDIT SERVICES	980465	10/07/2025	Kitchen sink, & misc hardware- PW Main Breakroom	340.29
LOWE'S CREDIT SERVICES	98417	10/07/2025	Toolbox - VID#517	407.55
LOWE'S CREDIT SERVICES	984308	10/07/2025	Tools & misc hardware- Dist Maint- VID#528	134.80
LOWE'S CREDIT SERVICES	993272	10/07/2025	Paint supplies- ACO Impount Bldg	341.19
LOWE'S CREDIT SERVICES	995151	10/07/2025	Misc hardware for fleet maint	27.36
			Vendor 1836 - LOWE'S CREDIT SERVICES Total:	**2,839.32**
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	10-10-2025	10/07/2025	Payroll for 10/10/2025	865.00
			Vendor 9879 - MAINSTREET CREDIT UNION Total:	**865.00**
Vendor: 13032 - MAPS INC				
MAPS INC	583511	10/07/2025	Printer Cost 08/13/25 - 09/12/25	49.23
			Vendor 13032 - MAPS INC Total:	**49.23**
Vendor: 11688 - MARK LEE				
MARK LEE	0005650-Sept 2025	10/07/2025	Reimbursement - KAFM Conference 9/2/25-9/4/25	293.20
			Vendor 11688 - MARK LEE Total:	**293.20**
Vendor: 6251 - MARK STITES				
MARK STITES	0005646	10/07/2025	Reimbursement - KACE Conference	191.00
			Vendor 6251 - MARK STITES Total:	**191.00**
Vendor: 11848 - MASON MEGEE				
MASON MEGEE	0005662	10/07/2025	Reissue Ck#14723 date 11/10/2021	49.25
			Vendor 11848 - MASON MEGEE Total:	**49.25**
Vendor: 7347 - MCGUIRE ELECTRIC LLC				
MCGUIRE ELECTRIC LLC	5888	10/07/2025	Surge protective device - Well#2	479.50
MCGUIRE ELECTRIC LLC	5918	10/07/2025	Troubleshoot & assit repair issues -Booster Stn	2,016.23
			Vendor 7347 - MCGUIRE ELECTRIC LLC Total:	**2,495.73**
Vendor: 6137 - METRO COURIER INC				
METRO COURIER INC	72050	10/07/2025	Sample Deliveries - 9/9/2025	27.44
			Vendor 6137 - METRO COURIER INC Total:	**27.44**
Vendor: 13055 - MICHAEL DOLAN				
MICHAEL DOLAN	0005668	10/07/2025	Refund- Ambulance Patient ID#25-E665384	646.20
			Vendor 13055 - MICHAEL DOLAN Total:	**646.20**
Vendor: 11389 - MISSION COMMUNICATIONS, LLC				
MISSION COMMUNICATIONS, …	2002634	10/07/2025	SCADA integration Booster Station	1,596.00
MISSION COMMUNICATIONS, …	2005566	10/07/2025	Circuit board for lift station communication	116.21

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MISSION COMMUNICATIONS, …	2005919	10/07/2025	Annual Comm Service-Pump #4; LS9,5,6, WWTP, Ind PK	2,948.40
MISSION COMMUNICATIONS, …	2010432	10/07/2025	Annl Comm Serv-Lift Sts 2, 3, 7,& 8	2,253.60
MISSION COMMUNICATIONS, …	2010432	10/07/2025	Annual Comm Serv-Booster Station	563.40
			Vendor 11389 - MISSION COMMUNICATIONS, LLC Total:	**7,477.61**
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	2316818-093025	10/07/2025	Uniform Cleaning Service	125.97
			Vendor 6849 - MJV-A LLC Total:	**125.97**
Vendor: 12337 - NANCY WATSON				
NANCY WATSON	93655286	10/07/2025	Refund for canceled Amelia Earhart Trip	68.00
			Vendor 12337 - NANCY WATSON Total:	**68.00**
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK…	A034188	10/07/2025	August BENEFITS DIRECT INSURANCE	2,281.14
NATIONAL INSURANCE MARK…	A034188	10/07/2025	August BENEFITS DIRECT INSURANCE-Vogan ST Disabili	96.25
			Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:	**2,377.39**
Vendor: 3094 - NORRIS EQUIPMENT CO LLC				
NORRIS EQUIPMENT CO LLC	85436	10/07/2025	New tires & misc parts for mower VID#543	469.46
			Vendor 3094 - NORRIS EQUIPMENT CO LLC Total:	**469.46**
Vendor: 12986 - NORTHLAND ANIMAL WELFARE SOCIETY, INC				
NORTHLAND ANIMAL WELFA…	14148	10/07/2025	Vet Care	40.00
NORTHLAND ANIMAL WELFA…	14363	10/07/2025	Vet Care	25.00
			Vendor 12986 - NORTHLAND ANIMAL WELFARE SOCIETY, INC Total:	**65.00**
Vendor: 12682 - O'REILLY AUTOMOTIVE INC				
O'REILLY AUTOMOTIVE INC	0264-416584	10/07/2025	#110 Wiper Blades	44.78
O'REILLY AUTOMOTIVE INC	0264-417291	10/07/2025	Antifreeze, power steerin…	53.97
O'REILLY AUTOMOTIVE INC	264-413425	10/07/2025	Cutoff wheel- PW Main shop	15.99
O'REILLY AUTOMOTIVE INC	264-413442	10/07/2025	Diesel fuel cleaner - VID#532	19.98
O'REILLY AUTOMOTIVE INC	264-414880	10/07/2025	10 gals- Diesel fuel cleaner- PW Main shp	59.94
O'REILLY AUTOMOTIVE INC	264-416301	10/07/2025	Blower motor- VID#562	165.39
O'REILLY AUTOMOTIVE INC	264-416321	10/07/2025	Shop towels, washer fluid, filter, PW Main Shop	70.60
O'REILLY AUTOMOTIVE INC	264-418032	10/07/2025	Locate/paint supplies - Dist Main Shop	37.96
			Vendor 12682 - O'REILLY AUTOMOTIVE INC Total:	**468.61**
Vendor: 10494 - OZARK KENWORTH INC				
OZARK KENWORTH INC	R00204200011314	10/07/2025	Vehicle Maint Medic 91	3,621.55
OZARK KENWORTH INC	R00204200011320	10/07/2025	Vehicle Maint- Squad 92 Black	604.03
			Vendor 10494 - OZARK KENWORTH INC Total:	**4,225.58**
Vendor: 3393 - PACE ANALYTICAL SERVICES LLC				
PACE ANALYTICAL SERVICES L…	2560233980	10/07/2025	Monthly test- WTP	150.00
PACE ANALYTICAL SERVICES L…	2560234454	10/07/2025	Sludge Test- WWTP	1,124.00
			Vendor 3393 - PACE ANALYTICAL SERVICES LLC Total:	**1,274.00**
Vendor: 11833 - PAULA BUCKRIDGE				
PAULA BUCKRIDGE	86282088	10/07/2025	Refund for canceled Amelia Earhart trip	68.00
			Vendor 11833 - PAULA BUCKRIDGE Total:	**68.00**
Vendor: 2955 - PB HOIDALE CO INC				
PB HOIDALE CO INC	1500807235	10/07/2025	Rock-Streets & ROW Maint	497.05
			Vendor 2955 - PB HOIDALE CO INC Total:	**497.05**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	0064436	10/07/2025	SEct 2 September Util Bills (908/877)	645.72
PEREGRINE CORPORATION	0065389	10/07/2025	Sect 4 Sept Util Bills (934/905)	666.06
PEREGRINE CORPORATION	0066126	10/07/2025	Sect 5 Sept Util Bills (658/616)	456.72
			Vendor 11541 - PEREGRINE CORPORATION Total:	**1,768.50**
Vendor: 12574 - PINNACLE EMERGENCY VEHICLES LLC				
PINNACLE EMERGENCY VEHIC…	25-0821-002	10/07/2025	Stryker power load install Old M91	1,500.00
			Vendor 12574 - PINNACLE EMERGENCY VEHICLES LLC Total:	**1,500.00**
Vendor: 12700 - POMP'S TIRE SERVICE INC				
POMP'S TIRE SERVICE INC	1250192137	10/07/2025	#66 4 new tires	488.20
			Vendor 12700 - POMP'S TIRE SERVICE INC Total:	**488.20**
Vendor: 11943 - PTG MISSOURI LLC				
PTG MISSOURI LLC	80808289	10/07/2025	Oil & Filter change- Freightliner VID# 532	580.47
			Vendor 11943 - PTG MISSOURI LLC Total:	**580.47**
Vendor: 12674 - PUSHWATER ENTERPRISES INC				
PUSHWATER ENTERPRISES INC	22867	10/07/2025	Banner for Councilmember Tiblow DaysX2	52.00
			Vendor 12674 - PUSHWATER ENTERPRISES INC Total:	**52.00**
Vendor: 10030 - QUALITY SPEAKS LLC				
QUALITY SPEAKS LLC	7709519	10/07/2025	VOIP Phone Service 10/07/2025-11/07/2025	83.25
			Vendor 10030 - QUALITY SPEAKS LLC Total:	**83.25**
Vendor: 8031 - REDDI SERVICES INC				
REDDI SERVICES INC	420357499	10/07/2025	Clean out wet well- WWTP	3,609.20
REDDI SERVICES INC	420357499	10/07/2025	Clean out wet well- LS#2	3,609.21
			Vendor 8031 - REDDI SERVICES INC Total:	**7,218.41**
Vendor: 8035 - REEVES-WIEDEMAN COMPANY				
REEVES-WIEDEMAN COMPANY	6635398	10/07/2025	150' 2X10 PVC, coupling, & supplies	243.00
			Vendor 8035 - REEVES-WIEDEMAN COMPANY Total:	**243.00**
Vendor: 6838 - REJIS COMMISSION				
REJIS COMMISSION	562050	10/07/2025	LE Web Subscription	189.12
			Vendor 6838 - REJIS COMMISSION Total:	**189.12**
Vendor: 11689 - RICK LEDGERWOOD				
RICK LEDGERWOOD	506269101	06/07/2022	AIRFILTER SAW-REIMBURSEMENT (SMITTY'S LAWN)	27.99
			Vendor 11689 - RICK LEDGERWOOD Total:	**27.99**
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	118119	10/07/2025	#2410 Oil change, tire rotation	89.90
RONALD TILDEN	118136	10/07/2025	#66 Oil change	69.95
RONALD TILDEN	118141	10/07/2025	#2501 Oil change, tire rotation	99.90
RONALD TILDEN	118144	10/07/2025	#66 Install 4 new tires	112.20
RONALD TILDEN	118177	10/07/2025	#2501 Replace 2 tires	60.90
RONALD TILDEN	118182	10/07/2025	#68 Oil change, tire rotation	89.90
RONALD TILDEN	118233	10/07/2025	Tires Red Expd	1,390.80
RONALD TILDEN	118243	10/07/2025	#2408 Oil change, tire rotation	89.90
			Vendor 11773 - RONALD TILDEN Total:	**2,003.45**
Vendor: 6010 - SCHUETZ CONSTRUCTION				
SCHUETZ CONSTRUCTION	4915	10/07/2025	Culvert replacement KS Ave near S. 132nd	14,888.84
SCHUETZ CONSTRUCTION	4927	10/07/2025	STrip & raise force sewer main	2,670.50
			Vendor 6010 - SCHUETZ CONSTRUCTION Total:	**17,559.34**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13050 - SCOTT ZIEBELL				
SCOTT ZIEBELL	101725	10/07/2025	Bus Rental for Snr Ctr day trip	450.00
			Vendor 13050 - SCOTT ZIEBELL Total:	**450.00**
Vendor: 12409 - SHEILA MCCONICO				
SHEILA MCCONICO	89371465	10/07/2025	Refund Deposit - Sunflower Room 10/042025	100.00
			Vendor 12409 - SHEILA MCCONICO Total:	**100.00**
Vendor: 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC				
SITEONE LANDSCAPE SUPPLY …	157944799	10/07/2025	Grass seed & fertilzer Parks, chemical Jounson gra	1,668.67
SITEONE LANDSCAPE SUPPLY …	157944986	10/07/2025	Grass seed, fert, irrigation heads N.Park Soccer	1,539.48
SITEONE LANDSCAPE SUPPLY …	157973201	10/07/2025	Irrigation heads for North Park Soccer Fields	353.36
SITEONE LANDSCAPE SUPPLY …	158144552	10/07/2025	Irrigation heads & fertilizer for North PK Soccer	864.61
SITEONE LANDSCAPE SUPPLY …	158348062	10/07/2025	Replacement sprinkler head CH Landscape	12.19
SITEONE LANDSCAPE SUPPLY …	158362349	10/07/2025	5 replacement sprinkler heads-CH landscape	60.93
			Vendor 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC Total:	**4,499.24**
Vendor: 11869 - SOUTHWEST ANSWERING SERVICE INC				
SOUTHWEST ANSWERING SE…	287110032025	10/07/2025	After hours answering service 9/5/25-10/2/25	117.00
			Vendor 11869 - SOUTHWEST ANSWERING SERVICE INC Total:	**117.00**
Vendor: 0930 - STANLEY R MCAFEE				
STANLEY R MCAFEE	09262025	10/07/2025	Special Prosec 8/27/25-09/24/2025	40.00
STANLEY R MCAFEE	09262025	10/07/2025	Public Defender 06/03/2025-09/25/2025	2,750.00
			Vendor 0930 - STANLEY R MCAFEE Total:	**2,790.00**
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC				
STAPLES CONTRACT & COMM…	6044497050	10/07/2025	Avery labels	11.42
STAPLES CONTRACT & COMM…	7665609485	10/07/2025	High yield ink cartrige- P952XL Black	108.80
			Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:	**120.22**
Vendor: 12744 - T-MOBILE				
T-MOBILE	201314314-Sept	10/07/2025	Monthly Bill	633.99
T-MOBILE	201731959-SEPT	10/07/2025	Monthly Bill 8/21/25-9/20/25	603.19
			Vendor 12744 - T-MOBILE Total:	**1,237.18**
Vendor: 7715 - TYLER TECHNOLOGIES INC				
TYLER TECHNOLOGIES INC	025-333284-1	10/07/2025	Online component-permitting & annual fees	3,600.00
TYLER TECHNOLOGIES INC	CM0000508-025-529373	10/07/2025	Credit to clear online component fees/permit	-3,600.00
			Vendor 7715 - TYLER TECHNOLOGIES INC Total:	**0.00**
Vendor: 11386 - UNIFIED GOVERNMENT TREASURER				
UNIFIED GOVERNMENT TREA…	0005647- Aug 2025	10/07/2025	WYCO Jail Housing - Aug 2025	1,372.00
			Vendor 11386 - UNIFIED GOVERNMENT TREASURER Total:	**1,372.00**
Vendor: 4137 - UNIVERSITY OF KANSAS HOSPITAL AUTHORITY				
UNIVERSITY OF KANSAS HOSP…	71644518	10/07/2025	Misc services - Shawn Ming	110.00
			Vendor 4137 - UNIVERSITY OF KANSAS HOSPITAL AUTHORITY Total:	**110.00**
Vendor: 8404 - VESTA LEE LUMBER COMPANY				
VESTA LEE LUMBER COMPANY	177726	10/07/2025	Lumber - North Park Doc	30.00
VESTA LEE LUMBER COMPANY	177979	10/07/2025	Faucet for damage caused by waterline construction	75.00
			Vendor 8404 - VESTA LEE LUMBER COMPANY Total:	**105.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13052 - VICKI TURNER				
VICKI TURNER	92515781	10/07/2025	Refund Deposit- South Park 9/13/2025	150.00
			Vendor 13052 - VICKI TURNER Total:	**150.00**
Vendor: 12683 - W W GRAINGER INC				
W W GRAINGER INC	9623059186	10/07/2025	Dist Maint Supplies	441.18
W W GRAINGER INC	9642634274	10/07/2025	3/4 X 1/2' air release valve- WTP	156.06
W W GRAINGER INC	9651340664	10/07/2025	Screw extractro set- Dist Maint	274.18
			Vendor 12683 - W W GRAINGER INC Total:	**871.42**
Vendor: 2169 - WALMART				
WALMART	130959	10/07/2025	Restitution - Moore, Timothy	56.76
			Vendor 2169 - WALMART Total:	**56.76**
Vendor: 7375 - WATCHMEN SECURITY SERVICES LLC				
WATCHMEN SECURITY SERVIC...	103774	10/07/2025	Monthly monitoring- Aquatic Park Oct	63.08
WATCHMEN SECURITY SERVIC...	103818	10/07/2025	Monthly monitoring - Community Ctr Oct	143.82
			Vendor 7375 - WATCHMEN SECURITY SERVICES LLC Total:	**206.90**
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14008050	10/07/2025	Misc hardware- dock repair @ North Park	57.33
WESTLAKE HARDWARE	14008133	10/07/2025	50 amp outlet Cenn Park Tiblow Days	19.99
WESTLAKE HARDWARE	14008140	10/07/2025	Zip ties for soccer nets @ N. Park	17.99
WESTLAKE HARDWARE	14008141	10/07/2025	Caulk & caulk gun- Collections Maint	13.98
WESTLAKE HARDWARE	14008145	10/07/2025	Paint & graffiti remover for S. Park Skate Park	41.96
WESTLAKE HARDWARE	14008159	10/07/2025	Batteries	43.98
WESTLAKE HARDWARE	14008162	10/07/2025	Keys	10.87
WESTLAKE HARDWARE	14008166	10/07/2025	4-Magnetic hooks- WTP	15.98
WESTLAKE HARDWARE	14008167	10/07/2025	Concrete mix - LS#9 fence	11.98
WESTLAKE HARDWARE	14008184	10/07/2025	Misc hardware-WWTO	38.97
WESTLAKE HARDWARE	14008202	10/07/2025	Ballpein hammer- PW Maint Shop	51.98
WESTLAKE HARDWARE	14008209	10/07/2025	Paint for fire hydrants, pipe sealant for fittings	35.96
WESTLAKE HARDWARE	14008226	10/07/2025	Misc supplies/hardware pump fro phosphurus-WWTP	97.95
WESTLAKE HARDWARE	14008227	10/07/2025	Tools to install pump for phosporus- WWTP	32.98
WESTLAKE HARDWARE	14008237	10/07/2025	Concrete mix for ADA ramp	29.95
WESTLAKE HARDWARE	14008243	10/07/2025	Misc hardware- Booster Station repair	19.98
WESTLAKE HARDWARE	14008248	10/07/2025	Foam sealant	15.98
WESTLAKE HARDWARE	14008257	10/07/2025	Misc hardware for hydrant repair	59.15
WESTLAKE HARDWARE	14008258	10/07/2025	Mech tool set, right box wrench, misc hardware528	289.04
WESTLAKE HARDWARE	14008262	10/07/2025	Storage box-Meter tech VID#517	11.99
WESTLAKE HARDWARE	14008263	10/07/2025	Misc hardware for lab- WTP	22.33
WESTLAKE HARDWARE	14008264	10/07/2025	Misc hardware for lab-WTP	19.97
WESTLAKE HARDWARE	14008265	10/07/2025	Misc supplies- Booster Station	4.18
WESTLAKE HARDWARE	14008266	10/07/2025	Propane for PW Shop	23.99
WESTLAKE HARDWARE	14008272	10/07/2025	Concrete mix, shop rags, fill in meter pit	57.35
WESTLAKE HARDWARE	14008273	10/07/2025	2 gal sprayer, tape measure	44.98
WESTLAKE HARDWARE	14008289	10/07/2025	Lock	27.99

Vendor Name	**Payable Number**	**Post Date**	**Description (Item)**	**Amount**
WESTLAKE HARDWARE	14008309	10/07/2025	Station Supplies	26.87
WESTLAKE HARDWARE	14008310	10/07/2025	Station Supplies	54.93
			Vendor 1321 - WESTLAKE HARDWARE Total:	**1,200.58**
Vendor: 11421 - WEX INC				
WEX INC	107671401	10/07/2025	September FUEL	144.27
WEX INC	107671401	10/07/2025	September FUEL	1,851.92
WEX INC	107671401	10/07/2025	September FUEL	41.31
WEX INC	107671401	10/07/2025	September FUEL	6,758.02
WEX INC	107671401	10/07/2025	September FUEL	2,506.07
WEX INC	107671401	10/07/2025	September FUEL	422.68
WEX INC	107671401	10/07/2025	September FUEL	1,316.73
WEX INC	107671401	10/07/2025	September FUEL	35.60
WEX INC	107671401	10/07/2025	September FUEL	773.45
			Vendor 11421 - WEX INC Total:	**13,850.05**
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS				
WILSON & COMPANY INC ENG…	140836	10/07/2025	Project Management Services for 138th St. Project	32,851.76
			Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:	**32,851.76**
Vendor: 6868 - WYANDOTTE ECONOMIC DEVELOPMENT COUNCIL				
WYANDOTTE ECONOMIC DEV…	4085	10/07/2025	2025 Economic Development Dues	10,000.00
			Vendor 6868 - WYANDOTTE ECONOMIC DEVELOPMENT COUNCIL Total:	**10,000.00**
			Grand Total:	**484,710.70**

Bonner Springs, KS

Refund Check Register

Refund Check Detail

UBPKT02931 - 09-26-2025 HT Security Deposit Refunds September 20

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
05-12416-03	Allison Alexander Inc	10/7/2025	157352	2,327.10			2327.10	Generated From Billing
Total Refunds: 1			**Total Refunded Amount:**	2,327.10				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2327.10
Revenue Total:	2327.10

General Ledger Distribution

Posting Date: 10/07/2025

Account Number	Account Name	Posting Amount	IFT
Fund: 430 - Water Treat & Distribu			
430-000-000-011999	Claim On Cash	-2,327.10	Yes
430-000-000-021205	Unapplied Utility Credits	2,327.10	
	430 Total:	0.00	
Fund: 999 - POOLED CASH			
999-000-000-011100	Cash In Bank	-2,327.10	
999-000-000-021500	Due To Other Funds	2,327.10	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Megan Gilliland

Subject: Public Hearing and Ordinance to Adopt Neighborhood Revitalization Plan No. 7

Recommendation: The City Manager, Economic Development Manager, and Finance Director recommend approval.

Action: Make a motion to open a public hearing at _____ p.m. to hear public comments.
Make a motion to close the public hearing at _____ p.m.
Make a motion to adopt an ordinance establishing Neighborhood Revitalization Plan No. 7.

Background: The City has adopted six Neighborhood Revitalization Plans, including the current NRP No. 6 which expires December 31, 2025. City staff made a presentation at the September 8, 2025 City Council Workshop regarding the previous plans and the proposed NRP No. 7. The City Council provided consensus to proceed with an update for a new NRP No. 7.
As required by State statute, a public hearing is required prior to the adoption of a Neighborhood Revitalization Plan. The notice was published in *The Wyandotte Echo* on October 2 and October 9, 2025, scheduling the hearing for the October 13, 2025 City Council Meeting.

The rebate percentage refers to property taxes levied by the Unified Government, Unified School District 204, Kansas City Kansas Community College and City of Bonner Springs. Therefore, approval of the City's NRP must be approved by each taxing jurisdiction in order to rebate each of their portions of the property taxes.

Discussion: The primary intent of the State Neighborhood Revitalization Act is to provide communities with a long-term increase and stabilization in their property tax base by encouraging rehabilitation or new construction, which might not otherwise occur. The City's NRP has proven to be a beneficial program since its inception in 1997.

The recommendation from staff is to expand the current NRP area and adopt a new Plan 7 with slight amendments to the eligibility criteria or rebate amounts. The updated map and full NRP is attached without the full listing of property owners. If approved, NRP No. 7 would take effect January 1, 2026, and would be active for five years ending December 31, 2030.
The first step in the approval process is to hold a public hearing, and then to approve an ordinance adopting the new NRP. Once the taxing jurisdictions' MOUs are finalized, staff will bring back a resolution for adoption which approves interlocal agreements with the other taxing jurisdictions.

Upon approval of the ordinance and resolution, the interlocal agreements and adopted plan would be sent to the other taxing jurisdictions for their approval. After their approval of the interlocal agreements, the signed agreements are sent to the State Attorney General's Office for review and approval in accordance with State law.

Financial Impact: The NRP is a no-cost investment tool that has spurred new development, in-fill development, and to encourage rehabilitation of existing structures, all of which increase property valuations.

The NRP requires that the County receive a 5% administrative fee for our program. Therefore, all taxing jurisdictions will receive 20% rather than 25% of the property taxes for single family, duplex, multi-family, commercial, and industrial for five years, then realize full taxes in year 6 and beyond, and 45% rather than 50% for senior housing projects for 10 years, then realize full taxes in year 11.

There are ancillary financial impacts connected to both existing residents remaining in the community and new residents moving to Bonner Springs that are realized through utility fees, franchise fees, and increased sales taxes from shopping, dining, and services. This not only helps to support our existing businesses, but helps to attract new business.

CITY OF BONNER SPRINGS
NEIGHBORHOOD REVITALIZATION PLAN NO. 7

ADOPTED: October 13, 2025

ORDINANCE NO. 2601

CITY OF BONNER SPRINGS

Neighborhood Revitalization Plan No. 7

SECTION I: PURPOSE

This Plan is intended to promote and encourage development, particularly large housing subdivisions, senior housing and commercial development in the areas generally described as:

(1) The area west of the Lei Valley subdivision, and south to Kansas Avenue to 142nd Street;

(2) The Cedar Ridge subdivision;

(3) North of I-70 between 134th Street to K-7 to Riverview Ave.;

(4) South and east of the Cedar Ridge subdivision to Kansas Avenue and K-7;

(5) The area north of K-32 from 121st Street to city limits;

(6) Lake of the Forest;

(7) The area bounded by K-7, K-32, Wolf Creek, 142nd Street, and Metropolitan;

(8) The area bounded by Metropolitan, Kansas Avenue, from the Leavenworth County line to K-7 excluding commercial parcels 226001, 226000, 409602, 409601 and 409600.

all in Bonner Springs through the rehabilitation, conservation or redevelopment of the areas in order to protect the public health, safety or welfare of the residents of the City. Certain incentives will be used for the acquisition and/or the removal of abandoned structures and a tax rebate incentive will be available for certain improvements within the Area.

In accordance with the provisions of KSA 1996 Suppl, 12-17,114, et. seq., the City Council held a public hearing and considered the existing conditions and alternatives with respect to the designated areas, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units. Accordingly, the Council carefully reviewed, evaluated and determined the areas meet one or more of the conditions to be designated as a "neighborhood revitalization area".

SECTION II: ASSESSED VALUATION OF REAL PROPERTY

The assessed valuation of the real estate contained in the Plan is listed for each parcel, for land and building values separately, and is incorporated as part of the plan as Exhibit A. The total **assessed** valuation for the parcels contained in the defined plan area is:

Plan No. 7		
Land	$	16,496,257
Improvements	$	64,243,209
Total Assessed Valuation	$	80,739,466

SECTION III: LEGAL DESCRIPTIONS AND MAP OF REVITALIZATION PLAN

Legal Description and Map of Revitalization Plan Attached as Exhibits A and B

SECTION IV: LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of each parcel of land is listed together with the corresponding address and is attached to this plan as Exhibit C.

SECTION V: ZONING CLASSIFICATIONS AND FUTURE LAND USE MAP

Zoning Classifications:

Residential

LA	Loring Agricultural District
LR	Loring Residential District
RR	Rural Residential District
ER	Estate Residential District
GR	General Residential District

Commercial Districts

CC	Central Commercial District
LC	Local Commercial District
GC	General Commercial District
HC	Highway Commercial District

Special Overlay Districts

MR	Mixed-Residential District
MC	Mixed-Use Commercial District
PD	Planned Development District
RV	Recreational Vehicle Parks
ENT	Entertainment and Amusement District

Industrial

LI	Light Industrial District
HI	Heavy Industrial District

Future Land Use Map: Attached as Exhibit D.

SECTION VI: EXPANSION OR CAPITAL IMPROVEMENTS PLANNED & MUNICIPAL SERVICES PROVIDED FOR THE AREAS

Public Safety

Replace & Maintain Fire Equipment
Update & Maintain Police & Fire Facilities
Ongoing Fire Hydrant Replacement Program
Ongoing Police Protection Services
Ongoing EMS Services

Community Projects/Services

Provide Tiblow Transit Transportation Program
Proposed Transportation Hub
Operation of Cemetery
Operation of City Library
Operation of Senior Center
Snow Removal and Equipment Replacement
Street Lighting Program
City Beautification Projects

Transportation-Streets

Annual Street Maintenance Program & Mill & Overlay Program
Reconstruction of 138 Street – Morse to Kansas Avenue
Construction of Nettleton Avenue Extension from K-7
North of End of Nettleton Avenue south of Kansas Avenue
Directional/Attraction Signing for Municipal Services, Local Businesses and Events
Street Construction for New Developments

Transportation - Signals
Continued Maintenance of Existing Signal Locations
Complete Installation of Emergency Pre-emption System at all Signal Locations
K-7/I-70 Traffic Signal Geometric Improvements

Transportation Bridges
Complete Bi-Annual Bridge Inspections as Necessary and Perform Maintenance as Needed

Stormwater
Maintain Federal Emergency Management Flood Insurance Program
Continue Enforcement of Stormwater Detention and Soil Erosion for New Development
Complete defined Storm Water Improvements using funds received from the Storm Water Utility Fund
Comply with all regulations in compliance in NPDES Phase II
Storm Water Inlet Annual Cleaning/Maintenance

Parks and Recreation
Continue Operation of Aquatic Center
Continue Operation of Community Center
Continue Operation of Summer Recreation Program
Continue Operation of Summer Ball Program
Continue Operation of City Public Parks
Continue and Improve Parks & Recreation Programs
Add New Walking/Pedestrian Trails and Maintain Existing Trails
Complete Parks Improvements defined in the Park Master Plan completed in 2008
Community Center Facility Improvements
City Park Improvements

Water Pollution Control
Continue Operation of Wastewater Utility
Ongoing Sanitary Sewer (SS) System Maintenance
Pipeline Rehabilitation using Slip-Lining Technology
Wastewater Plant Upgrades
Manhole Rehabilitation/Replacements
Maintain & Upgrade Lift Stations

Public Water Supply Projects
Ongoing Water Utility Maintenance
Control Water Loss – Identify and Repair Water Leaks
Water Well and Water Storage Facility Maintenance
Replace Older Waterlines
Construct Pressure Control Facilities to Improve Pressure Reliability

SECTION VII: STATEMENT SPECIFYING ELIGIBILITY REQUIREMENTS FOR A TAX REBATE - NEW CONSTRUCTION

A. Residential Improvements:

New single family dwelling structures, owner occupied, as may be permitted by the Zoning Ordinance, are eligible for rebate provided the value of the improvement is appraised at $200,000 or more. New single family rental dwelling structures are not eligible for the rebate.

A recorded contract for deed or an affidavit of interest for a single-family dwelling unit will be eligible for a tax rebate. Builders of single family speculative dwelling units will be eligible for the rebate.

Rehabilitation of residential structures must increase the appraised value by 5%.

Construction of new multi-family and duplex dwelling structures only within the Neighborhood Revitalization Area are eligible for rebate provided the value of the improvement is appraised at $230,000 or more.

New Senior Housing developments for individuals 55 years of age or older within the Neighborhood Revitalization Area are eligible for rebate.

New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

Duplex units may be owner occupied or rental property.

B. Commercial Improvements:

New construction of any office and institution, or commercial structure(s), as may be permitted by the Zoning Ordinance, may be eligible for the rebate provided the value of the new improvement is appraised at $200,000 or more.

Rehabilitation of commercial structures must increase the appraised value by 15%.

C. Industrial Improvements:

New construction of any industrial structure located only in the Neighborhood Revitalization Areas, as may be permitted by the Zoning Ordinance, may be eligible for the rebate, provided the value of the new improvement is appraised at $200,000 or more.

Rehabilitation of industrial structures must increase the appraised value by 15%.

SECTION VIII: CRITERIA FOR DETERMINATION OF ELIGIBILITY

1) Construction of an improvement must have begun on or after January 1, 2026, the effective date of designation of Neighborhood Revitalization Plan No. 7 by the City.

2) All improvement projects constructed pursuant to a building permit issued and an application for tax rebate filed on or after January 1, 2026, may be eligible for a rebate under Neighborhood Revitalization Plan No. 7 created by City Ordinance No. 2601, dated October 13, 2025.

3) An application for rebate shall be filed with the issuance of a building permit or filed no later than thirty (30) days from the date of the issuance of a building permit. If the application is not submitted at the time of the issuance of the building permit, then the application must be submitted at such time and in said manner as to allow the County Appraiser to accurately ascertain the base value of the property prior to the improvement. If the County Appraiser is unable to ascertain a base value prior to the improvement, the said property shall not be eligible for the Neighborhood Revitalization Plan rebate. The City Manager is authorized to extend the application period for just cause.

4) The improvements must conform with the Comprehensive Land Use Plan and the Zoning Ordinance in effect at the time the improvements are made.

5) The new improvements must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

6) If the taxpayer is ninety (90) days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, any remaining eligibility shall be terminated.

7) The Neighborhood Revitalization Plan shall not be used in conjunction with any other tax incentive unless approved by the City Council.

8) New single family, commercial and industrial property improvements must be appraised at $200,000 or above to be eligible for the rebate.

9) New multi-family or duplex residential property improvements must be appraised at $230,000 or above to be eligible for the rebate.

10) Residential rehabilitation must increase the appraised value by 5%. Commercial and industrial rehabilitation must increase the appraised value by 15%.

11) Senior housing development projects must be for individuals 55 years of age or older.

12) Lot Size: New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

13) Duplex units may be owner occupied or rental property.

SECTION IX: CONTENTS OF APPLICATION FOR TAX REBATE

Part I - General Information

a) Owner's Name.
b) Owner's Mailing Address.
c) School District No.
d) Parcel I.D. No.
e) Building Permit No.
f) Address of Property.
g) Legal Description of Property.
h) Day Phone Number.
i) Proposed Property Use.
j) Improvements.
k) Estimated Date of Completion.
l) Estimated Cost of Improvements.
m) List of Buildings Proposed to be or actually demolished.
n) County Appraiser's Statement of Assessed Valuation.

Commencement of Construction

a) Date of commencement of construction.
b) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

a) Incomplete project as of January 1 following commencement.
b) Complete project as of January 1 following commencement.
c) County Appraiser's Statement of Minimum Value for Improvements Test.
d) County Clerk's Statement of Tax Status.
e) Planning Department Statement of Application Conformance for Tax Rebate.

SECTION X: APPLICATION PROCEDURE

1) The applicant shall obtain an Application for Tax Rebate from the Community and Economic Development Department concurrent with obtaining a building permit application.

2) The applicant shall complete and sign PART I of the application, sign the second page of the Application and Rules for Determination of Eligibility and file the original with the Planning Department at the time of issuance of a building permit or filed no later than thirty (30) days from the date of issuance of a building permit. If the application is not submitted at the time of the issuance of the building permit, then the application must be submitted at such time and in said manner as to allow the County Appraiser to accurately ascertain the base value of the property prior to the improvement. If the County Appraiser is unable to ascertain a base value prior to the

improvement, the said property shall not be eligible for the Neighborhood Revitalization Plan rebate. The City Manager is authorized to extend the application period for just cause.

3) The Community Development Department shall forward the application to the County Appraiser's Office for determination of the assessed valuation of the improvements.

4) On January 1, the County Appraiser shall conduct an on-site inspection of the construction records and determine the new valuation of the real-estate and shall complete his portion of the application and shall report the new valuation to the Unified Government Clerk by June 1. The tax records on the project shall be revised by the Unified Government Clerk's Office.

5) Upon determination by the Appraiser's office that the improvements meet the minimum value for improvements test for rebate and the Unified Government Clerk's office has determined the status of the taxes on the property, the Planning Department shall certify to the Unified Government Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.

6) The improvements shall not become a part of the program until the Unified Government Appraiser's Office is notified by the Community Development Department that a Certificate of Occupancy was issued.

7) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by the Unified Government to the other taxing units, a tax rebate in the amount of the tax increment (less an administrative fee as specified in the Interlocal Agreement) be made to the property owner paying the tax. The tax rebate shall be made by the Unified Government Treasurer through the Neighborhood Revitalization Fund established in conjunction with the City of Bonner Springs and the other taxing units participating in an Interlocal Agreement. The City Finance Department shall make periodic reports on the tax rebate program to the City Council and other taxing units accordingly.

The Community Development Department shall inform the Unified Government Clerk and City Financial Department thirty (30) days prior to the expiration of the final rebate period for each property receiving a tax rebate.

SECTION XI: STANDARDS AND CRITERIA FOR REVIEW

A. Criteria:

1) Construction of an improvement must have begun on or after January 1, 2026, the effective date of designation of the neighborhood revitalization area by the City. Any improvement project constructed pursuant to a building permit issued and an application for tax rebate filed on or after January 1, 2026, may be eligible for a rebate under the Neighborhood Revitalization Program No. 7 created by City Ordinance No.2601.

2) An application for rebate shall be filed at the time of issuance of a building permit or filed no later than thirty (30) days from the date of issuance of a building permit. If the application is not submitted at the time of the issuance of the building permit, then the application must be submitted at such time and in said manner as to allow the County Appraiser to accurately ascertain the base value of the property prior to the improvement. If the County Appraiser is unable to ascertain a base value prior to the improvement, the said property shall not be eligible for the Neighborhood Revitalization Plan rebate. The City Manager is authorized to extend the application period for just cause.

3) The improvements must conform with the Comprehensive Land Use Plan and Zoning Ordinance in effect at the time the improvements are made.

4) The new improvements on property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

5) If the taxpayer is ninety (90) days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, any remaining eligibility will be terminated.

6) The Neighborhood Revitalization Plan shall not be used in conjunction with any other tax incentive unless approved by the City Council.

7) The cost of new single family residential, commercial or industrial improvements is appraised at $200,000 or more.

8) The cost of new multi-family and duplex residential improvements is appraised at $230,000 or more.

9) Rehabilitation of single-family residential and multi-family units must increase the appraised value by 5% to be eligible for a rebate. The rebate applies only to the additional taxes resulting from the increase in the appraised value of the property due to the improvement.

10) Rehabilitation of commercial or industrial buildings must increase the appraised value by 15% to be eligible for a rebate. The rebate applies only to the additional taxes resulting from the increase in the appraised value of the property due to the improvement.

11) Senior housing development projects must be for individuals 55 years of age or older.

12) Lot Size: New single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

13) Duplex units may be owner occupied or rental property.

B. Residential:

New single family dwelling structures, owner occupied, as may be permitted in the Zoning Ordinance are eligible for rebate provided the value of the new improvement is appraised at $200,000 or more. New single family rental dwelling structures no matter where constructed are not eligible for the rebate.

Construction of new multi-family or duplex dwelling structures are eligible for rebate provided the value of the new improvement is appraised at $230,000 or more.

A recorded contract for deed or an affidavit of interest for a single-family dwelling unit will be eligible for a tax rebate. Builders of single family speculative dwelling units will be eligible for the rebate.

Residential rehabilitation must increase the appraised value by 5%.

C. Commercial Improvements:

New construction of any office and institution, or commercial structure(s) as may be permitted by the Zoning Regulations may be eligible for the rebate provided the value of the new improvement is $230,000 or more.

Commercial rehabilitation must increase the appraised value by 15%.

D. Industrial Improvements:

New construction of any industrial structure permitted by the Zoning Regulations may be eligible for the rebate, provided the value of the new improvement is appraised at $200,000 or more.

Industrial rehabilitation must increase the appraised value by 15%.

The City Planner shall have the authority and discretion to approve or reject applications based upon the foregoing criteria. The City Planner shall file a report with the City Administration and City Council identifying the basis for denying said application. The owner/applicant shall have the right to appeal said determination with the City Council.

SECTION XII: STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Plan No. 7 and tax rebate incentive program adopted by Ordinance No. 2601 on October 13, 2025 shall expire on December 31, 2030. The program will be reviewed periodically and the Council may consider modifications and extensions.

Rebate Period and Amount:

Classification	Rebate Amount	Rebate Period
Single Family Residential – New & Rehabilitation	75%	5 Years
Multi-Family and Duplex – New & Rehabilitation	50%	5 Years
Commercial and Industrial – New & Rehabilitation	75%	5 Years
Senior Housing Development Projects	75%	10 Years

Notes:

1) **The value of the new improvement shall be appraised at $200,000 or more for single family, commercial and industrial.**
2) **The value of the new improvement shall be appraised at $230,000 or more for multifamily or duplex.**
3) **Senior Housing Development Projects must be for individuals 55 years of age or older.**
4) **Duplex units may be owner occupied or rental property.**
5) **New single-family residential structures must be constructed on an existing subdivision lot or on a platted lot of record not to exceed one-half acre in size.**
6) **Single family and multifamily residential rehabilitation must increase the appraised value by 5%.**
7) **Commercial & industrial rehabilitation must increase the appraised value by 15%.**
8) **5% to remain in the Unified Government Neighborhood Revitalization Fund to cover administrative costs.**

SECTION XIII: STATEMENT OF FINDINGS

I, Amber Vogan, hereby certify that the Neighborhood Revitalization Area as designated by the City Council, City of Bonner Springs, Kansas, contains the following conditions: deteriorated or deteriorating structures; defective or inadequate streets; incompatible land use relationships; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; or a combination of such factors substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations or constitutes an economic liability.

That the U.S. Bureau of the Census Report, 2020, together with the User Defined Area Profile sets forth both quantitatively and qualitatively a detailed description of the physical and social conditions that are present in the Area, and that such report has been carefully examined and evaluated and found that it evidences and demonstrates the presence of a substantial number of factors such as vacant housing; tax delinquency; overcrowding; age; incompatible land use relationship; lot design; unsanitary conditions; substandard infrastructure; and other similar conditions creating a social liability to the Area and the entire City of Bonner Springs. It is therefore, the opinion, position, and conclusion of the Community Development Director that the Neighborhood Revitalization Area as defined, is dependent upon rehabilitation, conservation and or redevelopment measures in order to protect the public health, safety or welfare of the residents of the City of Bonner Springs.

The foregoing statement has been reviewed and the conditions and information remain applicable to the Neighborhood Revitalization Act as defined and determined on October 13, 2025.

Amber Vogan, City Manager

Date

SECTION XIV: BONNER SPRINGS TOTAL TAX LEVY SCHEDULE

TAXING JURISDICTION	Mill Levy
Wyandotte County	33.459
City of Bonner Springs	38.834
U.S.D. 204	52.695
Kansas City, Kansas Community College	23.642
State	1.500
TOTAL	**150.130**

***2024 Tax Rates**

City of Bonner Springs
Neighborhood Revitalization Plans
Application For Property Tax Rebate

PART 1

To be Completed by Applicant at time of issuance of building permit, but no later than 30 days after issuance of building permit (Please Print or Type):

Owner's Name: ______________________________________ Day Phone No.: _________________

Owner's Mailing Address: ____

Property Address: ______________________________________ School District No.: ___________

Parcel Identification Number: ______________ (To be completed by the City. Note, this application cannot be processed until such time that a valid parcel number can be obtained from the County.)

Legal Description of the Property: ____

____

____

(Use additional sheets if necessary)

NOTE - All contracts for deed or an affidavit of interest *must* be recorded with the Register of Deeds.

Property Use:

(Check One)

[ ] Single-Family Residential – Must be owner-occupied and **not** used as rental property.
[ ] Duplex Residential
[ ] Multi-Family: Number of Units _______
[ ] Senior Housing Tax Credit Project: Number of Units _______
[ ] Commercial
[ ] Industrial
[ ] Historical - Is property listed on the State or National Historic Register? [ ] Yes [ ] No
If yes, attach proof of listing.

Proposed Improvements (Be Specific):	**Value:**
____	$______________________
____	$______________________
____	$______________________

(Use additional sheets if necessary.)

Total Estimated Value of Improvements: $____

PART 1 – Page 2

List buildings that have been or will be demolished: ____

____

If demolishing a residential structure, complete the following:

Number of Dwelling Units __________

List tenants occupying the building when purchased, if known or present tenants. NOTE - This does not include single-family residential dwellings.

Tenant	**Date of Occupancy**

(Use additional sheets if necessary)

Construction to begin on ___________________ 20___. Building Permit No. ____________ (Attach Copy)

By: ____ Date: __________________________________

(Applicant's Signature)

****A copy of signed application to be provided to the applicant. The original will be filed with the City****

PART 1 - Step 1: Bonner Springs Planning Department Use Only

The above application [ ] **is** [ ] **is not** in conformance with the requirements of the City of Bonner Springs Neighborhood Revitalization Plan No. 7

Reason application is not in conformance ____

____

By: ____ Date _____________________

City Planner

PART 1 - Step 2: County Appraiser's Office Use Only

As of __________________ 20____ the valuation is:

	Appraised	**Assessed**
Land	$	
Improvements	$	
Total	$	

Based upon the above listed improvements and associated costs supplied by the applicant, the improvements

[ ] MAY [ ] MAY NOT meet the percentage tests for a property tax rebate.

By ____ Date___________________

Wyandotte County Appraiser's Office

PART 2

Name of Applicant: ______________________

PART 2 – Step 1: Bonner Springs Planning Department Use Only

Status of Construction/Completion:

[ ] Initial building permit has expired.

[ ] A Certificate of Occupancy has been issued.

[ ] A Final Inspection has been completed for renovation/rehabilitation.

By: ____ Date ____________________
City Planner

PART 2 - Step 2: County Appraiser's Use Only

Plan No. 7: The above improvements:
[ ] Meet the 5% increase in appraised valuation for residential property. Approved _____
[ ] Do not meet the 5% increase in appraised valuation for residential property. Disapproved _____

[ ] Meet the 15% increase in appraised valuation for commercial property. Approved _____
[ ] Do not meet the 15% increase in appraised valuation for commercial property. Disapproved _____

Plan No. 7: The above improvements:
[ ] Meet the requirement of a minimum appraised value of $200,000 for new structure single-family residential, commercial or industrial or $230,000 for new structure multi-family or duplex dwelling Approved _____
[ ] Do not meet the requirement of a minimum appraised value of $200,000. for new structure single-family residential, commercial or industrial or $230,000 for new structure multi-family or duplex dwelling. Disapproved _____
By: ____ Date ______________________
Wyandotte County Appraiser's Office

PART 2 - Step 3: County Treasurer's Use Only

As of _______________________ 20___ taxes on this parcel are:

[ ] Current
[ ] Not current

By: ____ Date________________________
Wyandotte County Treasurer's Office

Neighborhood Revitalization Plans
Application Procedures and Rules for Determination of Eligibility

1) Anyone meeting the requirements listed below who desire to participate in this program must submit Part 1 of the application at the time of issuance of the building permit, but no later than 30 days after issuance of the building permit. Failure to meet this requirement will result in the applicant being disqualified for the program.

2) Plan No. 7:

    a) Construction of an improvement must have begun on or after January 1, 2026.

    b) The appraised value for the new structure for single-family owner occupied residential, commercial and industrial buildings must be no less than $200,000 in order to qualify for a property tax rebate of 75% for five years.

    c) The appraised value for the new structure for multi-family or duplex must be no less than $230,000 in order to qualify for a property tax rebate of 50% for five years.

    d) The appraised value must be increased by 5% for residential rehabilitation or by 15% for commercial and industrial rehabilitation.

    e) Senior housing development projects must be for individuals age 55 years or older to qualify for a property tax rebate of 75% for ten years.

    f) The lot size for new single-family residential structures must be constructed on an existing platted subdivision lot or on a platted lot of record not to exceed one-half acre in size.

    g) Duplex units may be owner occupied or rental property.

3) The improvements must conform to the Comprehensive Land Use Plan and Zoning Ordinance in effect at the time the improvements are made.

4) All improvements must conform to all applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.

5) The real estate taxes on the property must be current at the time of the application or it will be disqualified. Also, if the taxpayer is ninety (90) days delinquent in the payment of property taxes twice during the term the property is eligible for the rebate, all remaining eligibility will be terminated.

6) The Neighborhood Revitalization Plans shall not be used in conjunction with any other tax incentive unless approved by the City Council.

7) New single-family rental structures are not eligible for rebates with either plan. Single-family structures must be owner occupied.

8)

    a) Part 2-Step 1 will be submitted by the City to the Wyandotte County Appraiser upon occurrence of one of the following, whichever comes first:

        ▪ Certificate of Occupancy for new construction.

        ▪ Final inspection of a renovation/rehabilitation.

        - OR -

        ▪ 12 months after issuance of the initial building permit for residential.

        ▪ 24 months after issuance of the initial building permit for commercial and industrial.

b) The rebate period will commence on the January 1st following the reappraisal if the new improvement/structure meets the plan criteria.

c) The tax rebate will be based on the amount of the increment between the base value and the new appraised value of the new improvement/structure.

I have read and understand the above items and have received a copy of this "Application Procedures and Rules for Determination of Eligibility" and a copy of Part 1 of the application.

Property Address: ____

Printed Name of Applicant: ______________________________________

By: ____ ___________________________
Applicant Signature Date

Witness: ______________________________________ ___________________________
Date

EXHIBIT A: LEGAL DESCRIPTION

Bonner Springs
Neighborhood Revitalization Zone 7

All that part of "The Resurvey of The Lake of The Forest Club" subdivision located in the NE 1/4 and part of the SE 1/4, all in Section 27, Township 11 South, Range 23 East, recorded in Wyandotte County, Kansas Plat book 20, Page 29, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All that part of the NW 1/4 and SW 1/4 of Section 27, Township 11 South, Range 23 East, being South of the parcel owned by Boy Scouts of America, recorded in Wyandotte County, in book 1585 at page 99, and North of Kaw Drive, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All that part of the NE 1/4 and SE 1/4 of Section 28, Township 11 South, Range 23 East, being South of the parcel owned by Boy Scouts of America, recorded in Wyandotte County, in book 1585 at page 99, and South of a parcel owned by Holiday Sand & Gravel Company Inc., recorded in Wyandotte County, in book 3818 at page 568, and North of Kaw Drive and East of S. 121st Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of Section 29, Township 11 South, Range 23 East lying West of the present location of Kansas State Route 7 (K-7), and North of E. Front Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
The North 1/2 of Section 32, Township 11 South, Range 23 East, lying Northwesterly of the present location of Front Street and the SW 1/4 of said Section lying North of the present location of Wolf Creek and West of the present location of Front Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
That part of the Northeast 1/4 of Section 31, Township 11 South, Range 23 East, lying North and East of the present location of Union Pacific Railway Railroad, all in Bonner Springs, Wyandotte County, Kansas.

Also,
Tract "B" and Tract "C" from "WOLF CREEK INDUSTRIAL PARK" Final Plat, recorded in Wyandotte County, in book 34 at page 26, all in Bonner Springs, Wyandotte County, Kansas.

Also,
That part of the Northeast 1/4 of Section 31, Township 11 South, Range 23 East, lying North of Wolf Creek, and East and South of the present location of Woodend Road, located in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the NE 1/4, NW 1/4, and the SE 1/4 of Section 30, Township 11 South, Range 23 East, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All that part of the SW 1/4 of Section 30, Township 11 South, Range 23 East, lying North and East of the present location of Union Pacific Railway Railroad, and North and East of Wolf Creek, South of Railroad and Leavenworth Street, and North of Gibbs Road, being West of S. 138th Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the NE 1/4, NW 1/4, SW 1/4, and the SE 1/4 of Section 19, Township 11 South, Range 23 East, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of that portion of the SW 1/4 of Section 20, Township 11 South, Range 23 East, lying West of Kansas Highway 7, all in Bonner Springs, Wyandotte County, Kansas.

Also,

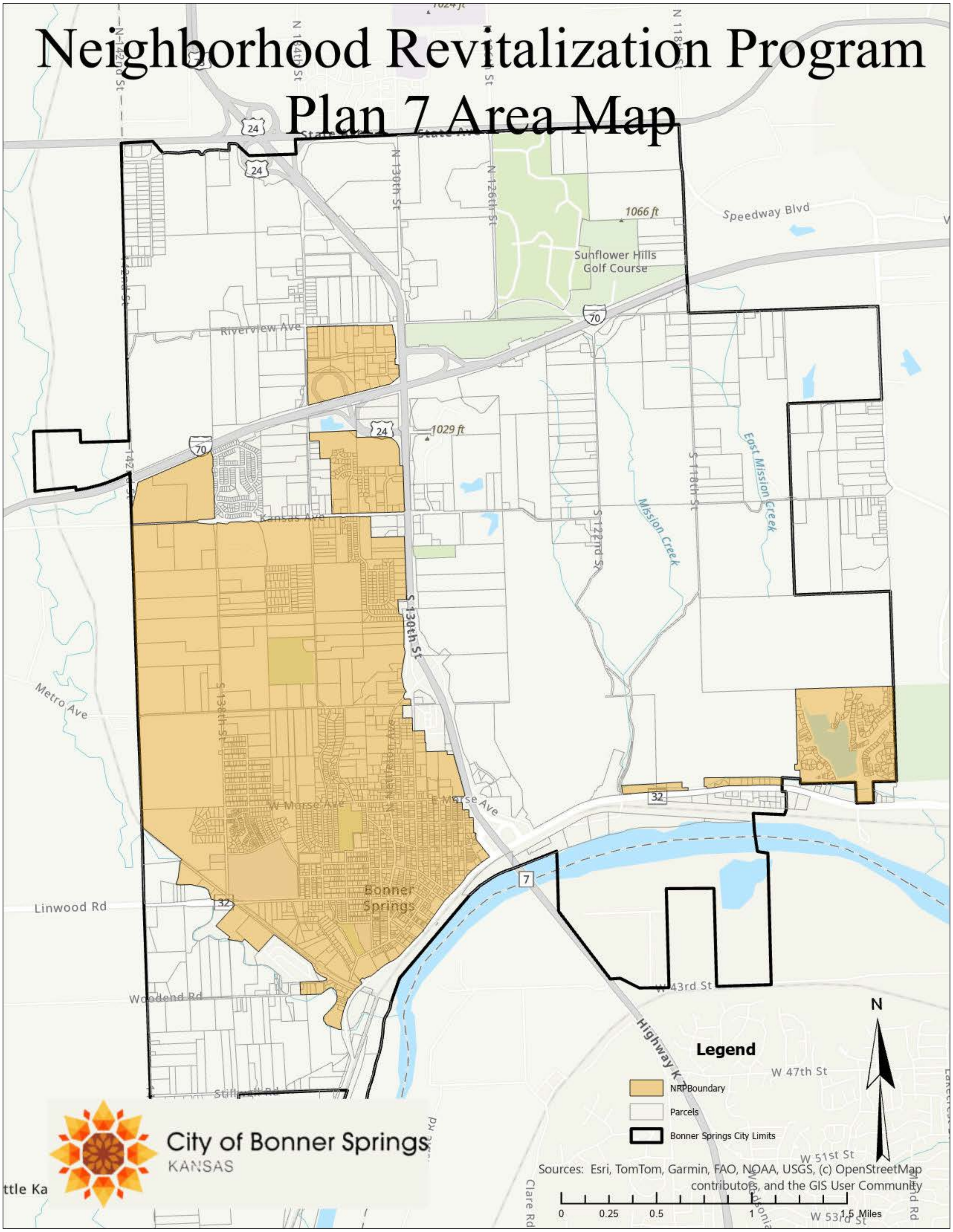
All of that portion of the NW 1/4 of Section 20, Township 11 South, Range 23 East, lying West of Kansas Highway 7, and South of Kansas Avenue, EXCEPT the East 1040 feet of the North 645 feet, plus or minus, of said NW 1/4, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of that portion of the SW 1/4 of Section 18, Township 11 South, Range 23 East, lying South of Interstate 70 (I-70), and that portion of SW 1/4 of said Section noted as Parcel #105-044-18-0-30-02-002.01-0, and part of Parcel #105-044-18-0-30-02-002.00-0, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the portion of the NW 1/4 Section 17, Township 11 South, Range 23 East, lying West of Kansas Highway 7, South of Riverview Avenue, East of S. 134th Street and North of Interstate 70, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the SW 1/4 Section 17, Township 11 South, Range 23 East, lying South of Interstate 70 and West of Kansas Highway 7, EXCEPT the W 1/2 of the W 1/2 of the SW 1/4 of said SW 1/4, and EXCEPT Lots 3, 4, 5, 6 and 7, in “DAVIS ESTATES” plat, as recorded in Wyandotte County, in book 31 at page 50, and EXCEPT Lot 2 of “DAVIS ESTATES COUNTY CLERK’S PLAT” as described for Parcel #105-044-17-0-30-01-010.00-0 all in Bonner Springs, Wyandotte County, Kansas.

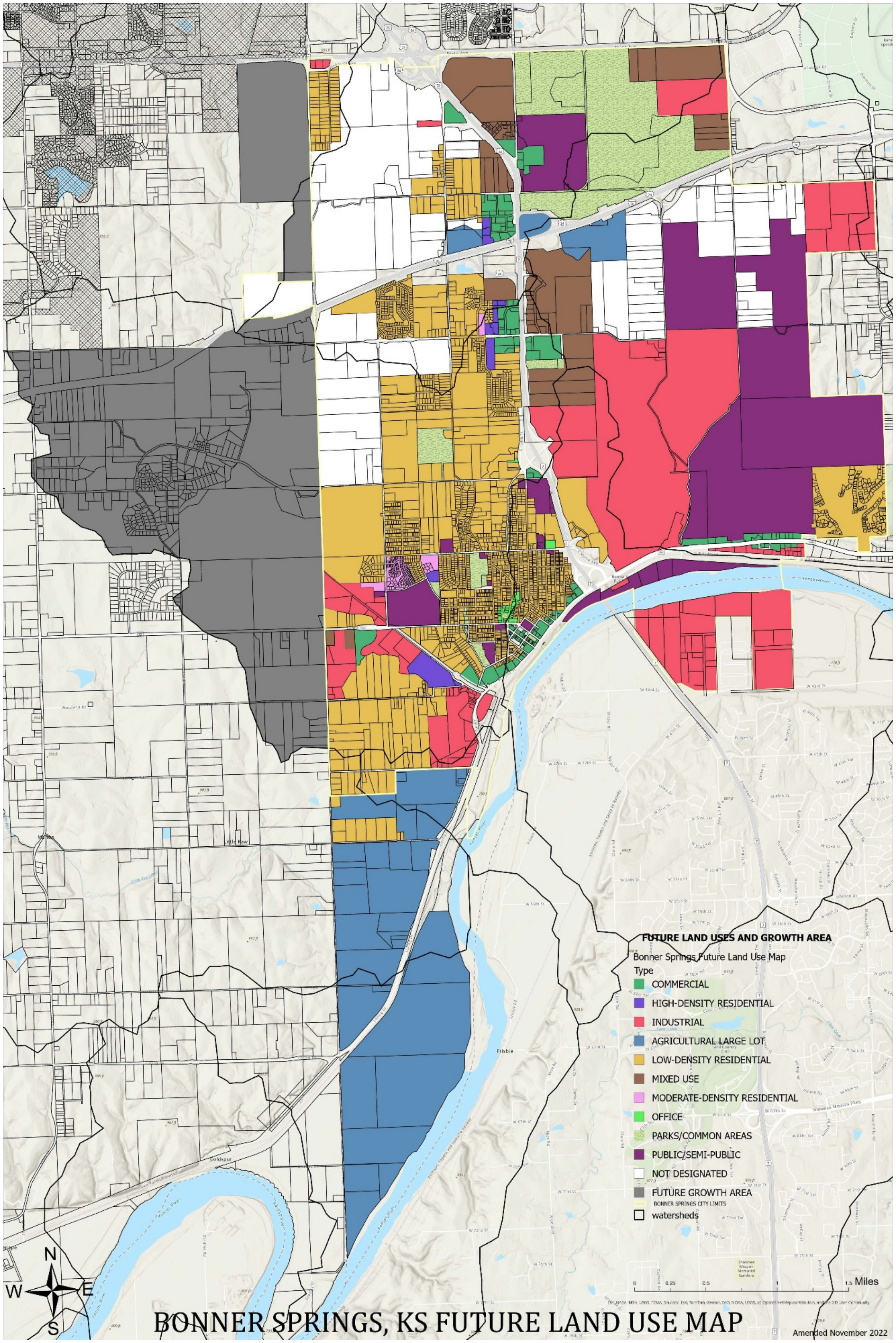
EXHIBIT B: MAP OF REVITALIZATION PLAN



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

EXHIBIT C: LISTING OF OWNERS OF RECORD IN AREA

EXHIBIT D: FUTURE LAND USE MAP



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

BONNER SPRINGS, KS FUTURE LAND USE MAP

Amended November 2022

ORDINANCE NO. 2601

An Ordinance of the City of Bonner Springs Adopting Neighborhood Revitalization Plan No. 7 and Designating Neighborhood Revitalization Areas all as Provided by the Neighborhood Revitalization Act, K.S.A. 12-17,114 et seq.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONNER SPRINGS, KANSAS:

SECTION 1: The City Council of the City of Bonner Springs conducted a public hearing on Monday, October 13, 2025, at 7:30 p.m. to hear and consider public comment on the Neighborhood Revitalization Plan No. 6 as required by K.S.A. 12-17,117(c).

SECTION 2: Neighborhood Revitalization Plan No. 7 - The City Council of the City of Bonner Springs does hereby adopt the Neighborhood Revitalization Plan No. 7 prepared by the City of Bonner Springs by reference as if fully set forth herein as provided for by K.S.A. 12-17,117(a).

SECTION 3: Designation of Neighborhood Revitalization Areas – Pursuant to K.S.A. 12-17,116, the City Council of the City of Bonner Springs hereby designates the following described property as the neighborhood revitalization areas which by reason of the presence of a substantial number of one or more of the following conditions: deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, or a combination of such factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations or constitutes an economic liability and finds that in said areas redevelopment is necessary to protect the public health, safety or welfare of the residents of the City of Bonner Springs.

The Neighborhood Revitalization Areas are described as follows: A perimeter legal description of the area in Plan No. 6, a revitalization area in Bonner Springs, Kansas:

All that part of "The Resurvey of The Lake of The Forest Club" subdivision located in the NE 1/4 and part of the SE 1/4, all in Section 27, Township 11 South, Range 23 East, recorded in Wyandotte County, Kansas Plat book 20, Page 29, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All that part of the NW 1/4 and SW 1/4 of Section 27, Township 11 South, Range 23 East, being South of the parcel owned by Boy Scouts of America, recorded in Wyandotte County, in book 1585 at page 99, and North of Kaw Drive, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All that part of the NE 1/4 and SE 1/4 of Section 28, Township 11 South, Range 23 East, being South of the parcel owned by Boy Scouts of America, recorded in Wyandotte County, in book 1585 at page 99, and South of a parcel owned by Holiday Sand & Gravel Company Inc., recorded in Wyandotte County, in book 3818 at page 568, and North of Kaw Drive and East of S. 121st Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of Section 29, Township 11 South, Range 23 East lying West of the present location of Kansas State Route 7 (K-7), and North of E. Front Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
The North 1/2 of Section 32, Township 11 South, Range 23 East, lying Northwesterly of the present location of Front Street and the SW 1/4 of said Section lying North of the present location of Wolf Creek and West of the present location of Front Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
That part of the Northeast 1/4 of Section 31, Township 11 South, Range 23 East, lying North and East of the present location of Union Pacific Railway Railroad, all in Bonner Springs, Wyandotte County, Kansas.

Also,
Tract "B" and Tract "C" from "WOLF CREEK INDUSTRIAL PARK" Final Plat, recorded in Wyandotte County, in book 34 at page 26, all in Bonner Springs, Wyandotte County, Kansas.

Also,
That part of the Northeast 1/4 of Section 31, Township 11 South, Range 23 East, lying North of Wolf Creek, and East and South of the present location of Woodend Road, located in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the NE 1/4, NW 1/4, and the SE 1/4 of Section 30, Township 11 South, Range 23 East, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All that part of the SW 1/4 of Section 30, Township 11 South, Range 23 East, lying North and East of the present location of Union Pacific Railway Railroad, and North and East of Wolf Creek, South of Railroad and Leavenworth Street, and North of Gibbs Road, being West of S. 138th Street, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the NE 1/4, NW 1/4, SW 1/4, and the SE 1/4 of Section 19, Township 11 South, Range 23 East, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of that portion of the SW 1/4 of Section 20, Township 11 South, Range 23 East, lying West of Kansas Highway 7, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of that portion of the NW 1/4 of Section 20, Township 11 South, Range 23 East, lying West of Kansas Highway 7, and South of Kansas Avenue, EXCEPT the East 1040 feet of the North 645 feet, plus or minus, of said NW 1/4, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of that portion of the SW 1/4 of Section 18, Township 11 South, Range 23 East, lying South of Interstate 70 (I-70), and that portion of SW 1/4 of said Section noted as Parcel #105-044-18-0-30-02-002.01-0, and part of Parcel #105-044-18-0-30-02-002.00-0, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the portion of the NW 1/4 Section 17, Township 11 South, Range 23 East, lying West of Kansas Highway 7, South of Riverview Avenue, East of S. 134th Street and North of Interstate 70, all in Bonner Springs, Wyandotte County, Kansas.

Also,
All of the SW 1/4 Section 17, Township 11 South, Range 23 East, lying South of Interstate 70 and West of Kansas Highway 7, EXCEPT the W 1/2 of the W 1/2 of the SW 1/4 of said SW 1/4, and EXCEPT Lots 3, 4, 5, 6 and 7, in "DAVIS ESTATES" plat, as recorded in Wyandotte County, in book 31 at page 50, and EXCEPT Lot 2 of "DAVIS ESTATES COUNTY CLERK'S PLAT" as described for Parcel #105-044-17-0-30-01-010.00-0 all in Bonner Springs, Wyandotte County, Kansas.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper and on January 1, 2026 following the expiration of Plan No. 6 on December 31, 2025.

Approved by the City Council and Signed by the Mayor on October 13, 2025.

Attest:

Thomas A. Stephens, Mayor

Christina Brake, CMC, City Clerk

(Seal)

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Megan Gilliland

Subject: Development Agreement between the City of Bonner Springs and EMAP KC, LLC Related to the 118th and State STAR Bond District

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Recommendation: Staff and bond counsel recommend approval.

Action: Make a motion to adopt a resolution approving a development agreement between the City of Bonner Springs and EMAP KC, LLC related to the 118th and State STAR Bond District, and authorize the mayor to execute the agreement.

Background: On April 8, 2024, the City adopted Ordinance No. 2567 that created the 118th and State STAR Bond District. The Secretary of the Kansas Department of Commerce has provided correspondence to the City determining the STAR Bond District to be an "eligible area" within the meaning of the STAR Bond Act.

The City of Bonner Springs staff, legal counsel, and development team have been working for several months to complete a Development Agreement that sets forth terms for a future STAR Bond project which would provide incentives for a mixed-use development including multiple hotels, an amusement park and themed attractions, convention center, retail space, restaurants and an RV resort.

Discussion: The terms of the Development Agreement set forth project timelines, financial obligations, public infrastructure improvements, and the legal framework needed to ensure the project is constructed and completed.

This is a STAR Bond project which allows for the sales taxes collected in the STAR Bond district to be used for tourism development. The projects are funded with STAR Bonds which are repaid using the increased sales taxes generated from businesses within the designated STAR Bond district. The developer will need to provide an updated feasibility study to show the project will generate enough revenues to repay the bonds using the dedicated revenues generated in the STAR Bond district. The City will still receive the proceeds of our dedicated sales taxes for public safety and infrastructure.

Though the developer has requested a 25% TIF incentive, the City of Bonner Springs and other taxing jurisdictions will still recognize a strong positive impact to our property tax bases. The developer has also requested a self-imposed Community Improvement District sales tax of 2% in addition to the current sales tax rate (this is only for purchases within the project area).

The developer is responsible for design and installation of all public improvements and utilities for the park including running a water line to the property, street/traffic improvements, sidewalks, curbs, water tower, stormwater, and sewer improvements. The City will provide the water service for the park and has the capacity to do so with our recent improvements at our water treatment facility.

The Development Agreement addresses the components which are to be built and operated with parameters set for the number of hotel rooms to be constructed, the minimum retail square footage, and amusement-themed attractions. The developer is responsible for financing the project and will work with underwriters, financial advisors, and bond attorneys to ensure their private funding sources are in place to move the project forward to completion.

The timelines set for the project are as follows: the developer must close on the land within 30 days of Council approval of this agreement; the Developer is required to commence construction by October 2027; and the project must be substantially complete by October 2030; the project components must be open by May 2031.

Financial Impact: The financial impact to the City is discussed in the attached Development Agreement. The finalization of the Development Agreement does not create any financial obligations to the City at this time. The Development Agreement does set forth the use of STAR Bond proceeds, Transient Guest Tax collections, TIF, IRB (for sales tax exemption on construction materials), and Community Improvement District (CID) incentives.

DEVELOPMENT AGREEMENT

DATED __________, 2025

BETWEEN

CITY OF BONNER SPRINGS, KANSAS

AND

EMAP KC, LLC

RELATING TO THE
118TH & STATE STAR BOND PROJECT DISTRICT

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into this _____ day of __________, 2025 (the "**Effective Date**"), by and between the CITY OF BONNER SPRINGS, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas, hereinafter referred to as the "**City**", and EMAP KC, LLC, a Delaware limited liability company, hereinafter referred to as the "**Developer**".

RECITALS

A. On April 8, 2024, the City adopted Ordinance No. 2567 that created the 118th & State STAR Bond District (the "**STAR Bond District**"). By letter dated March 13, 2024, the Secretary of the Kansas Department of Commerce (the "**Secretary**") determined the STAR Bond District to be an "eligible area" within the meaning of the **STAR Bond Act** (as defined herein).

B. Subsequent to the Effective Date, the City expects to reasonably consider approval of a STAR Bond project plan (the "**STAR Bond Project Plan**"), that contemplates the development and construction of the Project (as defined in Section I herein), subject to approval by the Secretary.

C. Within 30 days after the Effective Date, the Developer anticipates it will be a party to a purchase agreement with rights to purchase certain real property where the Project will be constructed within the City and is described in Exhibit A and generally depicted in Exhibit B, as attached hereto, and incorporated by reference (the "**Property**"). The boundaries of the Property are coterminous with the boundaries of the STAR Bond District and the TIF District (as defined herein).

D. The Developer intends to construct a project consisting of retail space, restaurant space, parking, hotels, the CID Project (as defined herein), the TIF Project (as defined herein), the Star Bond Project (as defined herein) and the Public Infrastructure Improvements (as defined herein), as more fully set forth herein and various other improvements related thereto (collectively, and as more fully defined in Section I herein, the "**Project**").

E. The City has the authority to create a community improvement district in accordance with K.S.A. 12-6a26, *et seq.*, as amended (the "**CID Act**"), for the purpose of financing certain economic development related projects. Under the CID Act, the owners of fifty-five percent (55%) of the land (by land area and assessed value) within the boundaries of a proposed community improvement district may petition the City to request the creation of a community improvement district and to impose an additional community improvement district sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the community improvement district in order to pay for or reimburse a portion of the "costs" of a CID "project" (as defined in the CID Act).

F. Subsequent to the Effective Date, and in accordance with the CID Act, the Developer expects to submit a proper petition (the "**CID Petition**") to the City requesting formation of a CID encompassing certain real property coterminous with the boundaries of the Property (the "**CID**") and requesting the imposition of a 2.0% add-on CID sales tax (the "**CID Sales Tax**") to be used to pay or reimburse CID Eligible Costs (as defined in Section I herein).

G. The City has the authority to create a tax increment financing district redevelopment project pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "TIF Act"), for the purpose of financing certain economic development projects.

H. On or about August 8, 2024, Developer submitted an application to the City requesting tax increment financing assistance from the City.

I. On January 23, 2017, pursuant to the TIF Act, the Governing Body of the City passed Ordinance No. 2444 of the City, establishing a redevelopment district on a portion of the Property.

J. On March 10, 2025, the Governing Body of the City adopted Resolution No. 2025-04, setting a public hearing on April 14, 2025, to consider adding area to the redevelopment district established pursuant to Ordinance No. 2444.

K. On April 14, 2025, the Governing Body of the City passed Ordinance No. 2591, approving the addition of area to the redevelopment district established pursuant to Ordinance No. 2444 (the redevelopment district, with such addition area included, collectively, the "**TIF District**"), said TIF District boundaries being coterminous with the boundaries of the Property.

L. Following such April 14, 2025, consideration, the City expects to reasonably consider a redevelopment project plan for the TIF District (the "**TIF Project Plan**") pursuant to the TIF Act.

M. The purpose of this Agreement is to set forth the rights and responsibilities of the parties hereto concerning the construction and operation of the Project, and also concerning the design and construction of certain Public Infrastructure Improvements (as defined herein) necessitated by, or related to, the Project.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the City and Developer hereby agree as follows:

SECTION I

DEFINITIONS AND RULES OF CONSTRUCTION

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

B. **Definitions of Words and Terms**. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

"**Affiliate**" means a person or entity that is controlled by the Developer, which Developer control, or that is under common control of Developer.

"**Agreement**" means this Agreement as may be amended in accordance with the terms hereof.

"**Amusement Park**" means a major amusement park including family-friendly rides and attractions themed around Mattel Inc.'s portfolio of iconic brands. The Amusement Park is to include approximately 150,000 square feet of indoor space and approximately 15 acres of outdoor ride area, which will feature approximately 750-foot dual zip lines, an approximately 10-acre man-made lake, and lakefront boat rentals.

"**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 CID Act, the STAR Bond Act, the TIF Act, the IRB Act, the Kansas Cash Basis Law (K.S.A. § 10- 1100, *et seq.*) and Budget Law (K.S.A. § 75-2935, *et seq.*).

"**Bond Documents**" means the ordinances, resolutions, and trust indentures, bond purchase agreements, disbursement agreements, preliminary and final offering documents, continuing disclosure undertakings, and other related documents approved by the City in connection with the issuance of any Special Obligation Bonds.

"**Bond Trustee**" means the financial institution or trust company designated as the Bond Trustee in the Bond Documents.

"**Casualty Escrow**" has the meaning set forth in Section V.C.i.

"**Certificate of Expenditures**" means a Certificate of Expenditures attached as Exhibit D, or in the case of the STAR Bonds, such other form required by to the Trust Indenture related to the STAR Bonds, for the reimbursement of Project Costs, and submitted in accordance with Section VII.A.

"**Certificate of Full Completion**" means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as Exhibit C.

"**CID**" means the community improvement district established by the City in accordance with the CID Act, as generally described in Recital E, legally described on Exhibit A, and generally depicted on Exhibit B.

"**CID Act**" means K.S.A. 12-6a26, *et seq.*, as amended.

"**CID Administrative Fee**" has the meaning set forth in Section VI.D.iii.

"**CID Bonds**" has the meaning set forth in Section VI.D.iii.

"**CID Collection Period**" means the period of time in which CID Sales Tax shall be imposed and collected within the CID as set forth in Section VI.D.i.

"**CID Eligible Costs**" means those Project Costs related to the CID Project to be reimbursed with CID Sales Tax Revenues, or the proceeds of the CID Bonds, as described in Section VI.D., including the CID Administrative Fee, if and to the extent such Project Costs and/or other costs (as applicable) are eligible for payment or reimbursement pursuant to the CID Act and this Agreement, including the Project Budget.

"**CID Petition**" means that certain petition for establishment of the CID to be submitted by Developer to City, as described in Recital E.

"**CID Project**" means the improvements identified in the CID Petition as comprising the CID Project and financed, in whole or in part, with the proceeds of CID Bonds or from CID Sales Tax Revenues.

"**CID Sales Tax**" means that certain two percent (2%) add on CID sales tax to be imposed within the CID, as described in the CID Petition and Recital F.

"**CID Sales Tax Fund**" means a separate fund and account established by the City for collection of the CID Sales Tax Revenues, as described in Section VI.D.ii.

"**CID Sales Tax Revenues**" means the revenues from the CID Sales Tax.

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

“**City Indemnified Matter**” and “**City Indemnified Matters**” have the meanings set forth in Section V.B hereof.

“**City Indemnified Party**” and “**City Indemnified Parties**” have the meanings set forth in Section V.B hereof.

“**City Representative**” means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager. The City Representative shall have full power and authority to implement decisions of the City Commission and to act on behalf of the City in the exercise of its rights and responsibilities under this Agreement. The Developer may rely upon the decisions and directions of the City’s Representative as directions of the City; *provided, however*, the City Representative may at its election defer important approvals to the Governing Body.

“**Claimant**” has the meaning set forth in Section VIII.

“Commencement Date” has the meaning set forth in Section III.D.

“**Component**” has the meaning set forth in Section III.A.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**Construction Documents**” means those documents respecting the construction, equipping and completion of the Project as described in Section VI.

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

“**Damaged Facilities**” has the meaning set forth in Section V.C.ii.

“**Development Plan**” means the preliminary development plan and the final development plan for the Project approved by the City, as such plans may be modified or revised in accordance with the Unified Development Ordinance of the City of Bonner Springs and approved by the City from time to time.

“**Developer**” means EMAP KC, LLC, and its successors and assigns.

“**Developer Representative**” means the Manager of the Developer or his or her designee as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed by the Manager. The Developer Representative shall have full power and authority to implement decisions of the Developer and to act on behalf of the Developer in the exercise of its rights and responsibilities under this Agreement. The City may rely upon the decisions and directions of the Developer Representative as directions of the Developer.

“**Effective Date**” means the date of this Agreement as first written above.

“**Event of Default**” means any event or occurrence as defined in Section VIII.A.

“**Excusable Delays**” means any delay beyond the reasonable control of the Party (as defined herein) affected, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, insurrection, riots, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, floods, earthquakes, acts of God and any other events or conditions, which shall include but not be limited to any litigation pursued in good faith and interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party (as defined herein) so affected from discharging its respective obligations hereunder.

“**Frontier Development**” means a commercial development to include approximately 26,560 square feet of specialty retail space, approximately 12,600 square feet of restaurant space, approximately 17,332 square feet of office space, and an aerophile 30NG balloon attraction.

“**General Contractor**” means the contractor selected pursuant to Section VI.

“**Governing Body**” means the City Council of the City.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, special use permits, exceptions, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the STAR Bond Project Plan, this Agreement, and all Applicable Laws and Requirements.

“**Holiday Attraction**” means a holiday-themed attraction, to include an approximately 38,755 square foot year-round, themed retail and restaurant space, a seasonal covered ice rink, and an approximately 18,800 square foot holiday-themed entertainment space and attractions.

“**Issuance Date**” means the issuance date of the initial series of STAR Bonds.

“**IRB Act**” means K.S.A. 12-1740 *et seq.*, as amended.

“**IRBs**” means one or more series of industrial revenue bonds as set forth in Section VI.F.

“**Landing Hotel**” means at a minimum, a 140-room hotel of at least three stars, to be operated under a major hotel flag such as Hilton, IHG, or Marriott, and approximately 46,000 square feet of mixed-use commercial development ancillary thereto, to include specialty retail space, themed restaurant space, and office space.

“**Mainland Hotel**” means an approximately 220-room hotel of at least three stars, to be operated under a major hotel flag such as Hilton, IHG, or Marriott, an approximately 22,500 square foot convention center, and an approximately 40,500 square foot events center.

“**Material Change**” shall mean any amendment, change, or modification to the STAR Bond Project, or any Component thereof, which (i) decreases the square footage, number of hotel rooms, or size of any Component or element of any Component by more than five percent (5%), (ii) removes any Component in its entirety or removes any element from the description of any Component contained in this Section I.B, or (iii) is materially inconsistent with the STAR Bond Project Plan.

“**Parties**” means the City and the Developer (with each referred to individually as a “**Party**”).

“**Pay-As-You-Go Financing**” means the (i) the quarterly disbursements of CID Sales Tax Revenues from the CID Sales Tax Fund described in Section VI.D.iii and/or (ii) the semiannual disbursements of the TIF Revenues from the TIF Fund described in Section VI.E.iii.

“**Permitted Subsequent Approvals**” means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“**Permitted Mortgage**” means any mortgage placed on the Property or any part thereof in connection with any construction or permanent financing of the Project or portion thereof

“**Permitted Mortgagee**” means the holder of any Permitted Mortgage.

“**Permitted Transfer**” has the meaning set forth in Section IX.A.i.

“**Project**” means, collectively, the CID Project, the TIF Project, the STAR Bond Project described in the STAR Bond Project Plan and Section III.A hereof, and the Public Infrastructure Improvements.

“**Project Budget**” shall mean the budget provided to the City by the Developer pursuant to Section II.C.ii, and attached hereto as Exhibit E.

“**Project Costs**” means the costs identified in the Project Budget (as defined herein).

“**Project Milestones**” has the meaning set forth in Exhibit G.

“**Public Infrastructure Improvements**” means all infrastructure improvements within the STAR Bond District, together with the Water Line Improvements (as defined herein) and all turn lanes, signage, and traffic signals necessary to provide access to, from, and within the STAR Bond District, all of which are to be constructed by the Developer but owned, operated, and maintained by the City or other public entities, including but not limited to: public streets and rights of way (including the street running from the northwest portion of the Property to the southeast portion of the Property, as generally depicted on Exhibit F hereto); sidewalks, trails, and paving; water lines and a water tower; and storm and sanitary sewers.

“**Public Infrastructure Improvement Costs**” means all reasonable and necessary costs incurred in connection with the design and construction of the Public Infrastructure Improvements, including but not limited to: (i) the costs of studies, testing, evaluations, surveys, development of plans and specifications, implementation and administration of the construction of the Public Infrastructure Improvements including, but not limited to, staff and professional service costs for architectural, design, engineering, traffic, inspection services by the City and planning services, (ii) sales taxes paid on materials and utilities; (iii) financing costs; and (iv) reasonable interest costs incurred during construction.

“**Qualified Institutional Buyers**” means an investment company, money management firm or “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act, or an institutional “accredited investor” within the meaning of Regulation D under the Securities Act.

“**Rainforest Attraction**” means an approximately 60,000 square foot indoor rainforest attraction with live nature exhibits, a café restaurant, and a retail store.

“**RV Resort**” means a luxury RV resort to include approximately 150 Class C resort sites, approximately 75 Class A motor coach sites, approximately 50 custom cabins or glamping units, an approximately 10,000 square foot clubhouse, an amenity area, and an approximately 10,000 square foot event pavilion.

"**Secretary**" means the Secretary of the Kansas Department of Commerce.

"**Special Obligation Bonds**" means, collectively, the CID Bonds, TIF Bonds, and STAR Bonds referred to in this Agreement.

"**STAR Bonds**" means the special obligation sales tax bonds to be issued by the City pursuant to the STAR Bond Act in a principal amount mutually agreed to by the City, the Developer, and the Underwriter and supported from a pledge of the revenues described in K.S.A. 12-17, 169(a)(1), and any refunding bonds issued to refund such bonds.

"**STAR Bond Act**" means K.S.A. § 12-17,160 *et seq.*, as amended by L. 2024, Ch. 88, and as further amended from time to time.

"**STAR Bond District**" means the 118th & State STAR Bond District created by the City pursuant to the STAR Bond Act as described in Recital A.

"**STAR Bond Eligible Costs**" shall mean "project costs" that are permitted under the STAR Bond Act and this Agreement.

"**STAR Bond Fund**" has the meaning set forth in Section VI.C.

"**STAR Bond Proceeds**" has the meaning set forth in Section VI.C.

"**STAR Bond Project**" means those improvements described in the STAR Bond Project Plan, set forth in Section III.A hereof, financed through the issuance of the STAR Bonds, and depicted on Exhibit F.

"**STAR Bond Project Plan**" means the STAR bond project plan approved by the Governing Body of the City pursuant to the STAR Bond Act for the development and construction of the STAR Bond Project.

"**STAR Bond Revenues**" has the meaning set forth in Section VI.C.ix.

"**State**" means the State of Kansas.

"**Substantial Completion**" or "**Substantially Completed**" means the stage in the progress of the construction of improvements, or as to any particular portion thereof, when construction is sufficiently complete so that the improvements or such particular portion can be occupied or utilized for its intended use.

"**Take Flight Hotel**" means an approximately 140-room hotel of at least three stars, to be operated under a major hotel flag such as Hilton, IHG, or Marriott, and mixed-use commercial development ancillary thereto, to include approximately 47,000 square feet of specialty retail, themed restaurant, and office space.

"**Term**" shall mean the term of this Agreement which shall be a period commencing on the Effective Date and ending on that date which is the later of: (i) twenty (20) years after the date that the STAR Bond Project Plan is approved, (ii) twenty (20) years after the date that the TIF Project Plan is approved, and (iii) twenty-two (22) years after the date that the CID Sales Tax is first collected, subject to earlier termination as set forth herein.

"**TIF Act**" means K.S.A. 1770 *et seq.*, as amended.

"**TIF Administrative Fee**" has the meaning set forth in Section VI.E.iii.

"**TIF Bonds**" has the meaning set forth in Section VI.E.iii.

"**TIF Collection Period**" has the meaning set forth in Section VI.E.i.

"**TIF District**" means the redevelopment district established by the City in accordance with the TIF Act, as generally described in Recital K, legally described on Exhibit A, and generally depicted on Exhibit B.

"**TIF Eligible Costs**" means those Project Costs to be reimbursed with TIF Revenues, or the proceeds of the TIF Bonds, as described in Section VI.E, including the TIF Administrative Fee, if and to the extent such Project Costs and/or other costs (as applicable) are eligible for payment or reimbursement pursuant to the TIF Act and this Agreement, including the Project Budget.

"**TIF Fund**" means a separate fund and account established by the City for collection of the TIF Revenues, as described in Section VI.E.ii.

"**TIF Project**" means the improvements identified in the TIF Project Plan as comprising the TIF Project and financed, in whole or in part, with the proceeds of TIF Bonds or from TIF Revenues.

"**TIF Project Plan**" means the redevelopment project plan approved by the City for the TIF Project in accordance with the TIF Act, as referenced in Recital L.

"**TIF Revenues**" has the meaning set forth in Section VI.E.

"**Transient Guest Tax**" has the meaning set forth in Section VI.C.x.

"**Underwriter**" means the entity selected by the City that will facilitate a public offering of the STAR Bonds.

"**Water Line Improvements**" means a water line to and across the Property connecting the Project to the City's municipal water utility, designed pursuant to the mutual agreement of the City and the Developer, and adequate to provide water service to the Project.

C. **Rules of Construction**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

i. The terms defined in this Section include the plural as well as the singular.

ii. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles or the Kansas Municipal Audit and Accounting Guide.

iii. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation, or other action to be taken hereunder using or involving such terms.

iv. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this instrument as originally executed.

v. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

vi. The Section headings herein are for convenience only and shall not affect the construction hereof.

vii. In the event of any conflict between this Agreement and the Bond Documents, the Bond Documents shall control.

D. **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 the construction or interpretation of this Agreement.

SECTION II

REPRESENTATIONS AND WARRANTIES

A. **Representations of City**. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

i. **Due Authority**. The City has full constitutional and lawful right, power, and authority, under current all Applicable Laws and Requirements, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

ii. **No Defaults or Violation of Law**. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

iii. **No Litigation**. There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the STAR Bond Project Plan or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

iv. **Governmental or Corporate Consents**. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity, except the Governing Body, in connection with the execution and delivery by the City of this Agreement.

v. **No Default**. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

B. **Representations of the Developer**. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

i. **Organization**. Developer is a limited liability company, duly formed and validly existing under the laws of the State of Delaware. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization, including without limitation, the State of Kansas. 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. **Due Authority**. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms. The Developer shall maintain its existence and ability to fulfill its obligations under this Agreement throughout the Term of this Agreement.

iii. **No Defaults or Violation of Law**. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

iv. **No Litigation**. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, manager or member of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

v. **No Material Change**.

1. The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement.

2. There has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement.

vi. **Governmental or Corporate Consents**. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery, and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

vii. **No Default**. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

viii. **Approvals**. Except for Permitted Subsequent Approvals and as otherwise required by this Agreement, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

ix. **Construction Permits**. Except for Permitted Subsequent Approvals, all governmental permits and licenses required by all Applicable Laws and Requirements to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

x. **Compliance With Laws**. The Developer is in compliance with all Applicable Laws and Requirements applicable to any of its affairs, business or operations as contemplated by this Agreement.

xi. **Other Disclosures**. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

C. **Developer Obligation to Construct**. The Developer shall not be obligated to, but may, commence construction of the Project before the City has issued the STAR Bonds (as defined below) pursuant to the STAR Bond Act in the amount of net proceeds mutually agreed to by the City, the Developer, and the Underwriter and supported from a pledge of the STAR Bond Revenues, and the Parties have approved the Bond Documents and accepted all obligations assigned to them thereunder. Such issuance shall be in accordance with the STAR Bond Project Plan adopted pursuant to the STAR Bond Act and pursuant to the mutual agreement of the parties. Notwithstanding the foregoing, Developer acknowledges and agrees that the STAR Bonds cannot be issued, offered, or sold to purchasers without the timely delivery of the documents and information set forth in the conditions to issuance for Special Obligation Bonds outlined in Section VI.G hereof. Notwithstanding anything in this Agreement to the contrary, the Parties further acknowledge and agree that, in the event the Developer has not commenced construction of the Amusement Park and at least three (3) other Components of the Project within two (2) years following the Effective Date, as evidenced by the issuance of building permits for each such Component, this Agreement shall terminate automatically on such date.

SECTION III

AGREEMENT FOR DESIGN AND CONSTRUCTION

A. **Scope of the STAR Bond Project**. As referenced in the STAR Bond Project Plan and more specifically described in this Agreement, the STAR Bond project is to include: (i) the Amusement Park; (ii) the Holiday Attraction; (iii) the Rainforest Attraction; (iv) the RV Resort; (v) the Mainland Hotel; (vi) the Landing Hotel; (vii) the Take Flight Hotel; and (viii) the Frontier Development (each individually a "**Component**" and collectively the "**STAR Bond Project**"). In addition, the Developer will construct the CID Project and the TIF Project and will construct the Public Infrastructure Improvements on behalf of the City, as more specifically set forth in Section IV below. In one or more future phases, subject to the terms of the Bond Documents, additional commercial development may be undertaken on property located within the STAR Bond District. Notwithstanding anything herein to the contrary, issuance of the STAR Bonds is a condition precedent to each and all of Developer's obligations to construct, or cause the construction of, the Project or any Component, or to take any action required under the STAR Bond Project Plan or this Agreement; provided, however, Developer acknowledges and agrees that the STAR Bonds cannot be issued, offered, or sold to purchasers without the timely delivery of the documents and information set forth in the conditions to issuance for Special Obligation Bonds outlined in Section VI.G hereof. Developer shall not amend, change, or modify the scope or design of the STAR Bond Project in a manner that results in a Material Change without the prior written consent of the City and, to the extent that such change is materially inconsistent with the STAR Bond Project Plan or Bond Documents, the Secretary. Notwithstanding the foregoing, the Developer may implement any amendment, change, or modification to the scope or design of the STAR Bond Project, or any Component thereof, that does not result in a Material Change, without the prior written consent of the City but subject to all Applicable Laws and Requirements.

B. **Master Developer**. During the Term of this Agreement, the Developer will be deemed "**Master Developer**" for the Project. With this designation, the City hereby agrees to: (i) reasonably cooperate with the Developer to facilitate construction of any improvements to be undertaken by the Developer within the Project, including diligently considering any rezoning, plans, plats or other items required to facilitate the Project (subject to the discretion of any agency or body of the City that maintains legal authority over any such action); (ii) reasonably consult with the Developer in regard to any proposals for development to be undertaken by third-parties within the Project, and (iii) reasonably consult with the Developer regarding any proposals to amend the STAR Bond Project Plan, Bond Documents, and use of the STAR Bond Proceeds or STAR Bond Fund.

C. **Construction of the Project**. The Developer hereby agrees to construct the Project, or cause the construction of the Project, in a manner consistent with the STAR Bond Project Plan, the TIF Project Plan, the details of the CID Project, and otherwise subject to the provisions of this Agreement. The Parties acknowledge that the Developer's responsibilities hereunder may be undertaken by affiliates of the Developer or third parties with whom the Developer contracts with the prior approval of the Governing Body. The Parties further acknowledge that the nature and size of the improvements constructed within the Project, or any Component thereof, may deviate from the estimates provided in this Agreement, provided that any change, amendment, or modification to the Project, or any Component thereof, that results in a Material Change shall require the prior written consent of the City as provided in Section III.A above. The City shall diligently review all planning, zoning, and platting approvals reasonably necessary to facilitate the Project, and the Developer shall construct the Project in a manner consistent with any such approvals and all Applicable Laws and Requirements.

D. **Development Schedule**. The Parties hereby agree, subject to the conditions set forth in Section II.C above and the circumstances set forth in Section X.B below, that construction of the Project shall be as follows:

i. Commencement of Construction: Developer hereby agrees that construction of the Project shall commence by the date that is two (2) years following the Effective Date of this Agreement (the "**Commencement Date**"), as set forth in the Performance Milestones attached hereto as Exhibit G.

ii. Completion of Construction: Developer hereby agrees that Developer shall Substantially Complete construction of the Project on or before the date that is three (3) years following the Commencement Date, as set forth in the Performance Milestones attached hereto as Exhibit G.

E. **Standards for Improvements**. Any improvements completed by the Developer shall be in conformance with City approved plans for such improvements, City building codes and other applicable City standards, City ordinances and all other Applicable Laws and Requirements. Before commencement of construction or development of any buildings, structures or other work or improvement, the Developer shall obtain any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

F. **Rights of Access**. Representatives of the City, as a party to this Agreement, shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not unreasonably interfere with the construction activity. The City, in its governmental capacity, shall have access to the Project pursuant to all Applicable Laws and Requirements.

G. **Certificate of Full Completion**. Promptly after completion of a Component of the Project in accordance with the provisions of this Agreement, the Developer may submit a Certificate of Full Completion as to such Component to the City. Full Completion shall mean that the Developer or its successor or assigns shall have been granted a certificate of occupancy by the City building official and shall have completed all work as required by this Agreement with respect to the Project or the respective Component. The Certificate of Full Completion shall be in substantially the form attached as Exhibit C. The City shall, within thirty (30) days following delivery of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project or the respective Component.

H. **Use, Operation, and Maintenance**. Developer covenants that, at all times during the Term, it will use and operate, or cause the use and operation of, each Component comprising the Project in conformity with the industry standards for similar facilities and in such manner as to maximize sales or rentals and to help establish and maintain a high-quality reputation for the Project. Developer further covenants that, at all times during the Term, Developer shall cause the Project and all other of its property used or useful in the conduct of business and operations in or about the Project, to be maintained, preserved, and kept in good repair and working order and in a safe condition, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of business and operations in or about the Project.

I. **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 orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any government authorities applicable to the conduct of their business and operations and the ownership of the Project.

J. **Payment of Taxes and Liens**. The Parties hereby agree as follows:

i. During the Term of this Agreement, Developer and its Affiliates shall pay or cause to be paid when due all real estate taxes and assessments on all portions of the Project owned or controlled by Developer or its Affiliates and on any other property Developer and its Affiliates own within the City. In the event that the Developer and its Affiliates shall fail to pay or cause to be paid all such applicable real estate taxes and assessments on such property, the Parties understand and agree that the City may suspend all payments or reimbursements for STAR Bond Eligible Costs, CID Eligible Costs, and TIF Eligible Costs during any time that such real estate taxes and assessments on the property the Developer (or its Affiliates) owns within the City remain unpaid. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Developer or its Affiliates from contesting the assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided, however, that Developer shall pay or cause to be paid any and all amounts that are contested under protest while any such proceedings are pending. The Developer and any other owners of real property within the Project shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Project.

ii. Developer further agrees that no mechanics' or other liens shall be established or remain against any portion of the Project or property within the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made for which Project Costs were incurred. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

K. **Architect**. Developer shall select such architects, engineers and other design professionals and consultants, in Developer's sole discretion, as are necessary to provide Construction Documents (defined herein) and construction oversight services for the construction of the Project. All agreements respecting architectural and engineering services shall be between Developer and such Persons. The City shall have the right to have a representative of the City privately review a copy of each such agreement. Any such review shall be conducted on a confidential basis and, to the extent provided by law, the City shall not disclose the contents of any such agreement to any third party.

L. **Periodic Meetings With the City**. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the City and/or its agents or consultants at such intervals as Developer, the City and any such designee shall mutually agree or reasonably request, and not more frequently than quarterly, to review and discuss the design, development and construction of the Project. At any time during the Term of this Agreement, Developer hereby agrees to reasonably respond to requests for information from the City or its representatives about the Project, which shall include, without limitation, information identifying leasing or sale activities for the Project.

SECTION IV

PUBLIC IMPROVEMENT PROJECTS

A. **Public Infrastructure Improvements**. The Developer agrees to construct the Public Infrastructure Improvements in a manner consistent with the STAR Bond Project Plan and otherwise subject to the provisions of this Agreement and all Applicable Laws and Requirements. The Parties acknowledge that the Developer's responsibilities hereunder may be undertaken by third parties with whom the Developer contracts. Such improvements shall be designed and constructed at Developer's sole cost, provided that all or a portion of the cost of such improvements may be reimbursed from Special Obligation Bonds, CID Sales Tax Revenues, or TIF Revenues. Upon completion, the Public Infrastructure Improvements shall become the property of the City (or one or more other public entities, as the case may be) and shall be owned, operated and maintained by the City or such other public entity. The City shall approve the plans for the Public Infrastructure Improvements and the Public Infrastructure Improvements shall be designed and constructed in accordance with such approved plans and to City standards. The Developer shall take bids for all construction contracts for the Public Infrastructure Improvements in accordance with standard City procedures, including notice by facsimile to local contractors, the names of which shall be provided by the City, and publication of a notice in the official City newspaper. All contracts for Public Infrastructure Improvements shall include provisions requiring the contractor: (1) to obtain and provide performance and labor and material payment bonds and statutory bonds (with sureties authorized to do business in Kansas and approved by the City) with respect to all contracts for Public Infrastructure Improvements and in the full amount of such contracts; (2) to maintain minimum insurance requirements comparable to other City capital projects and reasonably acceptable to the City; and (3) to expressly comply with the following non-discrimination provisions:

> i. CONTRACTOR shall observe the provisions of the Kansas acts against discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex, disability, national origin or ancestry.
>
> ii. In all solicitations or advertisements for employees, CONTRACTOR shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
>
> iii. If CONTRACTOR fails to comply with the manner in which CONTRACTOR reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, CONTRACTOR shall be deemed to have breached the present contract and it may be canceled, terminated or suspended in whole or in part.
>
> iv. If CONTRACTOR is found guilty of a violation of the Kansas acts against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, CONTRACTOR shall be deemed to have breached the present agreement and it may be canceled, terminated or suspended, in whole or in part.
>
> v. CONTRACTOR shall include the provisions of the above Paragraphs i through iv, inclusive, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

All Public Infrastructure Improvements shall be inspected by the City Engineer; and the Developer or successful contractor shall pay the City plan any review and inspection fees prior to commencing work. If approved by the Secretary, such review and inspection fees shall be eligible for reimbursement from STAR Bond Proceeds pursuant to Section VI.B.

SECTION V

INSURANCE AND INDEMNIFICATION

A. **Insurance**.

i. As used in this Section, "**Replacement Value**" means an amount sufficient to prevent the application of any co-insurance contribution on any loss but in no event less than 100% of the actual replacement cost of the Project, or any Component thereof, including additional administrative or managerial costs that may be incurred to effect the repairs or reconstruction, but excluding costs of excavation, foundation and footings.

ii. The Developer will comply or cause its contractors to comply with the insurance requirements set forth in this Section unless the Developer requests approval of substitute insurance requirements, based on insurance required by one or more lenders to Developer, and the City Representative approves such request in writing. The Developer will keep the Project, or cause the Project to be kept, continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the operation of facilities of the type and size comparable to the Project. The Developer, at the Developer's sole expense, shall carry and maintain or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Project (unless the requirement therefore shall be waived by the Trustee, if any, and the City Representative in writing):

> 1. Builder's completed value risk insurance and, on and after the completion date of the Project, property insurance, in each case (a) providing coverage during the construction of the Project for financial losses of the Developer relating to continuing expenses, caused by property damage during the construction of the Project, (b) providing coverage (including increased costs from changes in building laws, demolition costs and replacement cost coverage) for those risks which is equal or broader than that currently covered by an all–risk policy covering all improvements, fixtures and equipment in the Project, (c) containing an agreed amount endorsement with a waiver of all co-insurance provisions, (d) providing for no deductible in excess of $500,000 (as increased each year by the increase in the CPI, if any, for the preceding calendar year) for all such insurance coverage, and (e) covering, without limitation, loss, including, but not limited to, the following:
>
> a. fire;
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> b. extended coverage perils;
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> c. vandalism and malicious mischief;
>
> d. water damage;
>
> e. debris removal;
>
> f. collapse; and
>
> g. comprehensive boiler and machinery insurance;

in each case on a replacement cost basis in an amount equal to the Replacement Value of the Project or the applicable portion thereof;

2. Commercial general liability insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form), including at least the following hazards: (a) premises and operations; (b) products and completed operations; (c) independent contractors; (d) blanket contractual liability for all legal contracts; such insurance (i) to be on an "occurrence" form with the following limits, and (e) excess coverage of not less than Replacement Value of the Project or the applicable portion thereof:

a. $1,000,000 Each Occurrence;

b. $1,000,000 Personal & Adv. Injury;

c. $2,000,000 General Aggregate; and

d. $2,000,000 Products-Completed Operations/Aggregate; and

3. Workers' compensation insurance with the following statutory limits:

a. $500,000 Each Accident;

b. $500,000 Disease – Policy Limit;

c. $500,000 Disease – Each Employee.

iii. Prior to commencing any work under this Agreement, Developer shall provide City with satisfactory Certificates of Insurance evidencing compliance with Sections V.A.ii.1 through V.A.ii.3 above, with City named as an additional insured. Developer shall furnish City copies of all insurance policies or certificates of insurance that relate to the insurance policies required to be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision providing that City shall be given thirty (30) days' written notice by the insurance company before such policy is substantially changed or cancelled.

B. **Indemnification**. Developer agrees to indemnify, defend and hold the City, its employees, agents and independent contractors and consultants (each, a "**City Indemnified Party**", and collectively, the "**City Indemnified Parties**") harmless from and against any and all losses, costs of defense, liabilities, damages, and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with: (i) the financing or acquisition of the Project, or any part thereof, by Developer; (ii) the management, design, construction, development and completion of the Project, or any part thereof, including the STAR Bond Project, the TIF Project, and/or the CID Project, by the Developer; (iii) the use or occupation of the Project by Developer or anyone acting by, through or under the Developer; (iv) damage or injury, actual or claimed, or whatsoever kind of character to persons or property occurring or allegedly occurring in, on or relating to the Project; (v) any breach, default, or failure to perform by the Developer under this Agreement (except for and excluding claims of breaches, defaults, or failures by and between the Developer and the City which would more appropriately be brought in a breach of contract action); (vi) the Developer's actions and undertaking in implementation of the Project or this Agreement; (vii) any breach of representation or warranties by Developer, including without limitation, those set forth in Section II.B; and (viii) any delay or expense resulting from any litigation filed against the Developer (any such matter to be indemnified hereunder being a "**City Indemnified Matter**" and collectively, the

“**City Indemnified Matters**”). Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against: (a) liability for damage arising out of bodily injury to persons or damage to property caused by the City’s own willful and malicious acts or omissions or negligence; or (b) any claims, causes of action, or disputes between the City and Developer arising out of or relating to this Agreement, which claims, causes of action, or disputes are based in breach of contract, or would more appropriately be brought in a breach of contract action. The Parties further agree as follows:

i. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon Developer in order to induce the City to enter into this Agreement. Subject to Section V.B above, a City Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement, and the right to apply any deposit or other funds submitted by Developer to the City Indemnified Party in payment of the damages suffered by it, as is necessary to protect the City Indemnified Party from loss. If such court action is successful, the City Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys’ fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

ii. Developer’s obligations under this Section V.B and the rights of City Indemnified Parties under this Agreement with respect to events or circumstances that occurred or arose during the Term of this Agreement shall survive the termination or expiration of this Agreement.

C. **Damage or Destruction**.

i. In the event of damage to or destruction of any portion of the Project resulting from fire or other casualty during the Term, or in the event any portion of the Project 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 or title insurance shall be paid into an escrow account and used in accordance with an escrow agreement reasonably satisfactory to the City, the Developer, and any Permitted Mortgagee (the “**Casualty Escrow**”).

ii. If, at any time during the Term, the Project or any part thereof shall be damaged or destroyed by a casualty (the “**Damaged Facilities**”), Developer, to the extent insurance proceeds are made available to Developer and to the extent made possible with said proceeds, shall commence and thereafter 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 said costs. Funds in the Casualty Escrow shall not be used for any purpose other than repair, restoration, and/or replacement of the Damaged Facilities until such repair, restoration, and/or replacement required by this Section V.C is complete.

iii. If at any time during the Term, title to the whole or substantially all of the Project 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 V.C.iii, “substantially all of the Project” 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, including any parking improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement. In the event of condemnation of anything less than the whole or substantially all of the Project during the Term, Developer, to the extent made possible by the proceeds in the Casualty Escrow, shall commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project as nearly as possible, to its former condition, and shall be entitled to draw upon the Casualty Escrow for payment of said costs.

iv. Nothing in this Section V.C will require the Developer to expend funds in excess of the Casualty Escrow for the repair, restoration and/or replacement of the Damaged Facilities.

SECTION VI

PROJECT FINANCING

A. **Sources of Funding**. The Parties contemplate that the Project Costs may be financed by the following sources of funds, subject to the terms of this Agreement: (i) public incentives, including the STAR Bonds, the TIF Revenues, and the CID Sales Tax Revenues, and (ii) private financing sources, including debt and equity. Developer acknowledges and agrees that the balance of the Project Costs not financed by STAR Bond Proceeds, TIF Revenues, and CID Sales Tax Revenues shall be funded, or caused to be funded, by Developer.

B. **Project Budget**. The Developer shall cause the Project to be constructed substantially in accordance with the Project Budget. The columns entitled "**STAR Bond Eligible**", "**CID Eligible**" and "**TIF Eligible**" shall reflect the portion of Project Costs that are eligible to be financed with the STAR Bonds, the CID Bonds or CID Sales Tax Revenues, and the TIF Bonds or TIF Revenues (with such costs hereafter referred to as "**STAR Bond Eligible Costs**", "**CID Eligible Costs**", and "**TIF Eligible Costs**", respectively). The parties hereby agree that any increase in line amounts in the columns labeled "**STAR Bond Eligible Costs**", "**CID Eligible Costs**", or "**TIF Eligible Costs**" may be made by Developer so long as no such increase represents more than a fifteen percent (15%) change per line item, provided that any increases in line item amounts exceeding more than a fifteen percent (15%) change shall require the written consent of the City Representative, and provided, further, that increases in line item amounts for STAR Bond Eligible Costs of more than fifteen percent (15%) shall require approval of the Secretary. A portion of costs listed in the Project Budget are listed as both STAR Bond Eligible Costs, and TIF Eligible Costs and/or CID Eligible Costs. Notwithstanding the foregoing, Developer acknowledges that it cannot be reimbursed twice for the same costs and at the time of submitting any Certificate of Expenditures as provided in Section VII.A below, Developer must elect to certify any such costs as either STAR Bond Eligible Costs, CID Eligible Costs, or a TIF Eligible Costs.

C. **STAR Bonds**. Subject to the conditions to issuance for Special Obligation Bonds outlined in Section VI.G hereof, the Parties will mutually cooperate to obtain the authorization of the Secretary to issue the STAR Bonds for the STAR Bond Project. The City is currently pursuing, and will continue to diligently pursue, all necessary approvals from the Governing Body and the selection of an Underwriter so that the STAR Bonds may be issued in a single bond issuance. In the event that it is deemed necessary under commercially reasonable underwriting standards to issue STAR Bonds in more than one series, the City agrees that it will diligently pursue such issues until the full amount of the STAR Bonds has been funded for the STAR Bond Project. Upon the issuance of the STAR Bonds, the proceeds of the sale of the STAR Bonds (the "**STAR Bond Proceeds**") will be deposited into a bond fund (the "**STAR Bond Fund**") governed by the Bond Documents, the proceeds of which may be utilized only for items deemed STAR Bond Eligible Costs pursuant to the STAR Bond Act.

i. **STAR Bond Fund**. The STAR Bond Fund will be created and administered by the City or its designee and will be utilized solely to disburse the STAR Bond Proceeds for STAR Bond Eligible Costs. The specifics of the issuance and repayment of the STAR Bonds shall be in accordance with the Bond Documents, to be approved by City ordinance, and in accordance with this Agreement. Upon issuance of the STAR Bonds, the STAR Bond Proceeds shall be disbursed in accordance with this Agreement and the Bond Documents to the appropriate Party for the purpose of funding the STAR Bond Eligible Costs.

ii. **Priority of Uses**. The priority of uses of the STAR Bond Proceeds will be as agreed to in writing by the City, the Developer, and the Secretary.

iii. **STAR Bond Eligible Costs**. The City acknowledges that the items included in the "**STAR Bond Eligible**" column of the Project Budget will be only estimates at the time of submittal and that the STAR Bonds may be used by the Developer to finance any STAR Bond Eligible Costs with the written consent of the City Representative. Notwithstanding the foregoing, the Parties hereby agree that the reimbursement of any particular line item stated in the "**STAR Bond Eligible**" column not exceeding 115% of the amount stated therein shall be deemed reasonable. No third-party, other than the Developer, shall be entitled to use or direct the use of the STAR Bond Proceeds.

iv. **Compliance With the STAR Bond Act**. The Developer and the City hereby agree that they will comply with all requirements including any statutory requirements, associated with the issuance, sale, purchase, and delivery of the STAR Bonds and shall cooperate with one another to fully effectuate the terms, distributions, and payments as detailed herein.

v. **Fully Registered Bonds**. Any STAR Bonds issued will have CUSIP numbers and will be registered at the Depository Trust Company (DTC).

vi. **Underwritten Bonds**. It is the intent of the parties that the Underwriter shall arrange a public offering of the STAR Bonds in accordance with terms acceptable to the City, the Developer, and the Secretary.

vii. **No Full Faith and Credit Bonds**. The Parties agree that the STAR Bonds shall be special obligation bonds payable only from STAR Bond Revenues and shall not be general obligation bonds backed by the full faith and credit of the City. The parties acknowledge and agree that the City shall not provide any credit enhancement for any STAR Bonds.

viii. **Compliance With Requirements of the Secretary**. Developer shall comply with all requirements of the Secretary regarding Developer's use of the STAR Bond proceeds including, but not limited to, compilation and delivery of data concerning the use and operation of the STAR Bond Project, during the period when payment of the STAR Bonds is still outstanding.

ix. **STAR Bond Revenues**. Pursuant to the STAR Bond Act and this Agreement, principal and interest on the STAR Bonds shall be payable from: (i) the sales and use taxes levied by the City and collected within the STAR Bond District pursuant to K.S.A. 12-17,169(a)(1)(C), excluding such sales and use taxes committed to other uses (which, as of the Effective Date, reflects one-half of one percent (0.5%) of the total one and three-quarter percent (1.75%) sales and use taxes levied by the City); (ii) City's share of the sales and use taxes levied by Wyandotte County and collected within the STAR Bond District (which as of the Effective Date, reflects thirty nine thousandths of one percent (.039%) of the total one percent (1.0%) sales and use taxes levied by Wyandotte County); (iii) the sales taxes levied by the State and collected within the STAR Bond District pursuant to K.S.A. 12-17,169(a)(1)(F); and (iv) the Transient Guest Tax levied by the City and collected within the STAR Bond District (collectively, the revenues described in (i), (ii), (iii), and (iv), are referred to as the "**STAR Bond Revenues**").

x. **Transient Guest Tax**. The City levies a transient guest tax pursuant to K.S.A. 12-1696 *et seq.* and Charter Ordinance No. 37, passed by the Governing Body of the City on September 9, 2019. As of the Effective Date, such transient guest tax is levied in the amount of six percent (6.0%). The City shall reasonably consider amending Charter Ordinance No. 37 to increase the amount of such transient guest tax to eight percent (8.0%) and to authorize the collection of such transient guest tax in connection with gross receipts derived from the rental of recreational vehicle sites. The transient guest tax levied by the City, as amended from time to time (including the amendments contemplated in this Section VI.C.x), is referred to herein as the "**Transient Guest Tax**".

D. **CID**. It is contemplated by the parties that certain Project Costs may be funded in part by revenues generated from the CID Sales Tax (the "**CID Sales Tax Revenues**"), if and to the extent such Project Costs are eligible for payment and reimbursement pursuant to the CID Act and this Agreement and are part of the CID Project. In connection with the CID Sales Tax, the Parties hereby agree as follows:

i. **CID Sales Tax**. The City hereby agrees that the CID Eligible Costs may be financed and reimbursed from the imposition of the CID Sales Tax in the amount of two percent (2%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601, *et seq.*) from those revenues received from real property within the CID. Developer agrees to provide to the Kansas Department of Revenue (the "**DOR**") a list of tenants within the CID within the timeframes required by the DOR, so that the DOR can notify tenants within the CID of their requirement to collect a CID Sales Tax. At the time the list of tenants is provided to the DOR, Developer shall also provide a copy to the City. The CID Sales Tax shall be collected within the CID for a period that commences on the date that the CID Sales Tax is first imposed within the CID up to and concluding upon that date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed (the "**CID Collection Period**"). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, the CID Sales Tax shall terminate and no longer be levied or collected within the CID, and the City shall promptly take any action required to so terminate the CID and the CID Sales Tax.

ii. **CID Sales Tax Fund**. During the CID Collection Period, subject to Section VI.D.iii below, the City shall establish and maintain a separate fund and account known as the "**CID Sales Tax Fund**". All CID Sales Tax Revenues received by the City from the DOR shall be deposited into the CID Sales Tax Fund for the purpose of reimbursing CID Eligible Costs or paying debt service on CID Bonds, as provided in the CID Act and this Agreement.

iii. **Pay-As-You-Go Financing; Special Obligation Bonds**. The City agrees to reimburse the Developer for CID Eligible Costs from the CID Sales Tax Fund. It is initially contemplated that CID Sales Tax Revenues shall be disbursed by the City to Developer quarterly from the CID Sales Tax Fund on a pay-as-you-go basis. Concurrently with any disbursement of CID Sales Tax Revenues from the CID Sales Tax Fund, including the remittance of CID Sales Tax Revenues to the Bond Trustee, the City shall collect an administrative fee in the amount of one percent (1.0%) of such CID Sales Tax Revenues so paid or remitted (the "**CID Administrative Fee**"). As an alternative to Pay-As-You-Go Financing, Developer may pursue, and City shall reasonably consider, the issuance of one or more series of special obligation bonds payable from and secured solely by the CID Sales Tax Revenues (the "**CID Bonds**"). If CID Bonds are issued, the proceeds thereof may be used by the City to pay or reimburse Developer for CID Eligible Costs and the CID Sales Tax Revenues will be used by the City to pay debt service on the CID Bonds. If so requested by Developer, the Parties shall cooperate to cause the issuance of the CID Bonds on commercially reasonable terms to allow the CID Sales Tax Revenues to be utilized to pay the principal, interest, and premium, if any, on the CID Bonds. The City shall, at the Developer's request, permit that the CID Bonds be privately placed and sold to one or more of the following (subject to the requirements of 17 CFR § 240.15c2-12): (i) Qualified Institutional Buyers, and/or (ii) the Developer and/or entities related to or affiliated with the Developer.

iv. **CID Eligible Costs**. The City acknowledges that the items included in the "**CID Eligible**" column of the Project Budget will be only estimates at the time of submittal and that the CID Sales Tax Revenues, or the proceeds of any CID Bonds, may be used by the Developer to finance any CID Eligible Costs, subject to Section VI.D.iii above, with the written consent of the City Representative. Notwithstanding the foregoing, the Parties hereby agree that the reimbursement of any particular line item stated in the "CID Eligible" column not exceeding 120% of the amount stated therein shall be deemed reasonable. No third party, other than the Developer, shall be entitled to use or direct the use of the CID Sales Tax Revenues.

E. **TIF**. It is contemplated by the parties that certain Project Costs may be funded in part by the lesser of $2,500,000 per year or twenty-five percent (25%) of the annual incremental increase in ad valorem property taxes generated within the TIF District and attributable to valuation above the "base year assessed valuation" (as defined in the TIF Act) of real property within the TIF District during the TIF Collection Period (as defined below) (the "**TIF Revenues**"), if and to the extent such Project Costs are eligible for payment and reimbursement pursuant to the TIF Act and this Agreement and are part of the TIF Project. In connection with the TIF Revenues, the Parties hereby agree as follows:

i. **TIF Revenues**. The City hereby agrees that the TIF Eligible Costs may be financed and reimbursed from the TIF Revenues. During the period of time commencing on the date of approval of the TIF Project Plan and expiring on the date that the City receives in the TIF Fund (as defined below), and disburses as required by this Agreement, the final tax payment that relates to the period of time that is twenty (20) years from the date of approval of the TIF Project Plan (the "**TIF Collection Period**"), the City shall collect the TIF Revenues. Pursuant to the Provisions of the TIF Project Plan and the TIF Act, including but not limited to Section 12-1775 thereof, when the TIF District is established, the real property located therein shall be 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 all Applicable Laws and Requirements.

ii. **TIF Fund**. During the TIF Collection Period, the City shall establish and maintain a separate fund and account known as the "**TIF Fund**". All TIF Revenues received by the City from the County during the TIF Collection Period shall be deposited into the TIF Fund for the purpose of reimbursing TIF Eligible Costs or paying debt service on TIF Bonds, as provided in the TIF Act and this Agreement.

iii. **Pay-As-You-Go Financing; Special Obligation Bonds**. The City agrees to reimburse the Developer for TIF Eligible Costs from the TIF Fund. It is initially contemplated that TIF Revenues shall be disbursed by the City to Developer semi-annually on a pay-as-you-go basis, each February 15 and July 15 throughout the TIF Collection Period. Concurrently with any disbursement of TIF Revenues from the TIF Fund, including the remittance of TIF Revenues to the Bond Trustee, the City shall collect an administrative fee in the amount of one percent (1.0%) of such TIF Revenues so paid or remitted (the "**TIF Administrative Fee**"). As an alternative to Pay-As-You-Go Financing, Developer may pursue, and City shall reasonably consider, the issuance of one or more series of special obligation bonds payable from and secured solely by the TIF Revenues (the "**TIF Bonds**"). If TIF Bonds are issued, the proceeds thereof may be used by the City to pay or reimburse Developer for TIF Eligible Costs and the TIF Revenues will be used by the City to pay debt service on the TIF Bonds. If so requested by Developer, the Parties shall cooperate to cause the issuance of the TIF Bonds on commercially reasonable terms to allow the TIF Revenues to be utilized to pay the principal, interest, and premium, if any, on the TIF Bonds. The City shall, at the Developer's request, permit that the TIF Bonds be privately placed and sold to one or more of the following (subject to the requirements of 17 CFR § 240.15c2-12): (i) Qualified Institutional Buyers, and/or (ii) the Developer and/or entities related to or affiliated with the Developer.

iv. **TIF Eligible Costs**. The City acknowledges that the items included in the "**TIF Eligible**" column of the Project Budget will be only estimates at the time of submittal and that the TIF Revenues, or the proceeds of any TIF Bonds, may be used by the Developer to finance any TIF Eligible Costs with the written consent of the City Representative. Notwithstanding the foregoing, the Parties hereby agree that the reimbursement of any particular line item stated in the "TIF" column not exceeding 120% of the amount stated therein shall be deemed reasonable. No third party, other than the Developer, shall be entitled to use or direct the use of the TIF Revenues.

F. **IRBs**. To facilitate the construction of the Project, the City agrees to reasonably consider Developer's application(s) for the City to issue its industrial revenue bonds pursuant to the IRB Act (the "**IRBs**") in one or more series, purchased by the Developer, and in amounts determined or to be determined in Developer's discretion, for the purpose of enabling a sales tax exemption on construction materials for the Project or any Project Component. Developer shall pay all costs in connection with the issuance of the IRBs, including without limitation, any IRB fees (including the City's standard origination fee calculated at 1.0% of par) and costs of issuance.

G. **Conditions to Issuance**. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the issuance of any Special Obligation Bonds shall be conditioned upon Developer complying with the terms of this Agreement and satisfaction of the following conditions:

i. The confidential review by the City's representatives and the City's reasonable satisfaction with the terms and conditions of Developer's private financing, including evidence that Developer has procured and will, prior to the closing of any issuance of Special Obligation Bonds, close on financing transactions for the Developer to obtain private equity and debt, the net proceeds of which, when added to the demonstrable private capital commitments of Developer, are sufficient and available to fully fund the hard and soft costs for the improvements financed by such Special Obligation Bonds and which will not be paid for by third parties or with the proceeds of such Special Obligation Bonds.

ii. Developer shall have fully executed, commercially reasonable leases, sales contracts, operating agreements, or similar commitments for each tax generating improvement being financed with such Special Obligation Bonds and shall have provided the City's legal or financial consultants an opportunity to confidentially review such leases, sale contracts, operating agreements, or similar commitments to confirm satisfaction of this condition.

iii. Developer shall select one or more general contractors with sufficient financial strength, reputation, and experience for the construction of the Project to be constructed by the Developer (collectively, the "**General Contractor**"). Developer hereby covenants and agrees that its construction documents relative to the Project to be constructed by Developer and financed with such Special Obligation Bonds (the "**Construction Documents**") shall require and provide for: (a) the design, development, construction, equipping and completion of the Project in accordance with the STAR Bond Project Plan , the Development Plan and all Applicable Laws and Requirements;

(b) guaranteed Substantial Completion of the applicable portion of the Project not later than the date set forth in Section III.D (if applicable); and (c) surety of performance and labor and material payment bonds in the full amount of the project cost, as set forth in the construction documents, which shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer and the City and shall be in favor of the Developer and the City.

iv. For any Special Obligation Bonds financing any portion of the Amusement Park, Developer shall have provided the City's legal or financial consultants an opportunity to confidentially review the operating structure and plan for the opening and continued operation of the Amusement Park for the Term of this Agreement in the City's reasonable discretion, including without limitation, the ownership structure, operating agreement, any management agreement, intellectual property agreements, the pre-opening capital, and any loans or other sources of funding for operating costs.

v. The Underwriter for any Special Obligation Bonds shall be selected by the City. The City shall solicit input from the Developer as it relates to all material terms of the issuance of such Special Obligation Bonds in an effort to maximize the size of the issuance, but the City shall determine the amounts, terms, interest rate or rates and other terms and conditions of such Special Obligation Bonds in its sole discretion, subject to the approval of the Secretary with respect to issuance of any STAR Bonds.

vi. Developer shall provide such documentation to the City as is required by the Underwriter to demonstrate that the STAR Bond Revenues, TIF Revenues, or CID Sales Tax Revenues (as applicable) to be pledged to such Special Obligation Bonds are sufficient to pay debt service on such Special Obligation Bonds amortized through the Term of this Agreement with a coverage factor that the Underwriter determines is necessary and that is agreed to by Developer and the City.

vii. Developer shall have obtained final site plan approvals, building permits, and any other approvals required by Applicable Laws and Requirements for the improvements being financed by such Special Obligation Bonds.

viii. The Parties, including the Secretary in connection with the issuance of any STAR Bonds, shall have mutually agreed to the Project Budget in the form set forth on Exhibit E hereto.

ix. Developer shall have provided such additional information and met such other commercially reasonable conditions as may be required by the Underwriter in connection with the issuance of such Special Obligation Bonds.

SECTION VII

REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

A. **Certification of Expenditures**. In order to receive payment or reimbursement for Project Costs from STAR Bond Proceeds, CID Sales Tax Revenues, TIF Revenues, or the proceeds of any CID Bonds or TIF Bonds, Developer shall submit a certificate of expenditure in the form attached hereto as Exhibit D, or in the case of Special Obligation Bonds, such other form required under the Bond Documents (each a "**Certificate of Expenditures**"), attesting to the expenditure of the Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditure each month, but no more than one time per month, for each of the STAR Bond Fund, CID Sales Tax Fund, and TIF Fund. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the

Property otherwise provide Certificate(s) of Expenditure to the City, except through Developer or except as otherwise approved by the City and Developer.

i. For each requested reimbursement by Developer of any Project Costs, the Developer shall submit to the City a Certificate of Expenditure setting forth the amount for which reimbursement is sought and identifying the corresponding line item on the Project Budget to which each requested reimbursement relates, and the appropriate source of public financing proceeds (STAR Bond Fund, CID Sales Tax Fund, or TIF Fund) for payment of such Project Costs. Developer shall certify to the City that it shall only use the STAR Bond Proceeds, the CID Sales Tax Revenues, the TIF Revenues, and/or the proceeds of any CID Bonds or TIF Bonds for the designated Project Costs described in the Certificate of Expenditure and that such proceeds shall not be commingled with other sources or uses.

ii. Each Certificate of Expenditures shall be accompanied by (i) such bills, contracts, invoices, and other evidence as the City shall reasonably require documenting appropriate payment or pending payment for each cost requested to be reimbursed or paid, (ii) a summary of the amount of all STAR Bond Proceeds, CID Sales Tax Revenues, and TIF Revenues disbursed to date, (iii) an updated Project Budget as set forth on Exhibit E, including evidence of payment and cost breakdowns for Project Costs paid with private funds, and (iv) such other documentation reasonably requested by the City to facilitate the efficient review of each Certificate of Expenditure.

iii. The City reserves the right to have its engineer or other agents, consultants or employees inspect all the items set forth in subsection (ii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute STAR Bond Eligible Costs, CID Eligible Costs, and/or TIF Eligible Costs (as the case may be).

B. **Reimbursement**. The City shall have thirty (30) calendar days after receipt of any Certificate of Expenditures from the Developer to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certificate of Expenditures shows payment or pending payment by the Developer of STAR Bond Eligible Costs, CID Eligible Costs, and/or TIF Eligible Costs (as the case may be); (2) the expense was incurred or will immediately be incurred upon the disbursement of STAR Bond Proceeds, CID Revenues, or TIF Revenues (as the case may be); (3) the Developer is not in default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City shall approve the Certificate of Expenditures and the Developer shall be reimbursed from the STAR Bond Proceeds, CID Sales Tax Revenues, TIF Revenues, or the proceeds of any CID Bonds or TIF Bonds (as the case may be). If the City reasonably disapproves of the Certificate of Expenditures, the City shall notify the Developer in writing of the reason for such disapproval within such thirty (30) day period, in which event the 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 ten (10) 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. **Limit on Public Funds**. The City shall not be obligated to approve any Certificate of Expenditure or pay or reimburse any STAR Bond Eligible Cost, CID Eligible Cost, or TIF Eligible Cost which would result in greater than forty-one and one-half percent (41.5%) of the Project Costs incurred to the date of such Certificate of Expenditure, payment, or reimbursement being paid or reimbursed from the proceeds of Special Obligation Bonds, CID Sales Tax Revenues, or TIF Revenues. Developer shall provide reasonable documentation of private debt and equity contributions to Project Costs to allow the City to monitor and comply with this Section VII.C.

SECTION VIII

DEFAULTS AND REMEDIES

A. **Defaults – General**. Subject to the extensions of time set forth in Section VIII.G, failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure as set forth in Section VIII.B, constitutes an "**Event of Default**" under this Agreement. The Party claiming a default ("**Claimant**") shall give written notice of default to the defaulting Party, specifying the nature of the default.

B. **Default Proceedings**. The Claimant shall not institute proceedings against a defaulting Party nor be entitled to damages if the defaulting Party within thirty (30) days from receipt of the written notice of default set forth in Section VIII.A commences with due diligence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

C. **Remedies on Default**. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer may pursue any remedy at law and in equity, except as provided below, and further provided, no monetary damages shall be assessed against the City. Whenever any Event of Default by the Developer shall have occurred and be continuing, subject to applicable cure periods, the City may: (1) refuse to approve any further Certificates of Expenditures and/or refuse to make any further disbursements to pay or reimburse STAR Bond Eligible Costs, CID Eligible Costs, or TIF Eligible Costs unless and until such default is cured by the Developer, (2) terminate the TIF District, TIF Project Plan, and/or the collection of the TIF Revenues, in which case Developer shall have no further rights to any proceeds or reimbursements therefrom, (3) terminate the CID and/or the CID Sales Tax, in which case, Developer shall have no further rights to any proceeds or reimbursements therefrom, (4) terminate any IRBs, (5) terminate this Agreement, (6) pursue any other remedy available at law or in equity, and/or (7) pursue any remedies provided to the City under the Bond Documents; provided, however, that prior to exercising any of the foregoing remedies, the City shall provide Developer an opportunity to appear before the Governing Body of the City and show cause for the Event of Default. If the Developer cannot show cause which is reasonably satisfactory to the City, then the City may exercise any of the foregoing remedies. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Further, specific performance shall not be available to the City to require the Developer to construct any improvements within the District.

D. **Legal Actions**.

i. **Institution of Legal Actions**. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Wyandotte County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

ii. **Applicable Law**. The laws of the State shall govern the interpretation and enforcement of this Agreement.

iii. **Acceptance of Service of Process**. In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the registered agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law. In the event the Developer no longer has a registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

E. **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

F. **Inaction Not a Waiver of Default**. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

G. **Enforced Delay; Extension of Times of Performance**.

i. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to reasonably documented Excusable Delays; provided, however, that nothing herein shall excuse Developer or City from any obligation to pay money hereunder nor excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing.

ii. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Representative and the Developer.

SECTION IX

ASSIGNMENT; TRANSFER

A. **Transfer of Obligations**.

i. The Developer will not assign or transfer any of its rights or duties under this Agreement without the prior written approval of the City Representative (which will not be unreasonably withheld) except for (i) assignments, transfers and conveyances of all or substantially all of Developer's rights and duties under this Agreement to a subsidiary or affiliate which is owned or controlled by the Developer or a majority of its principals or any entity owned or controlled, directly or indirectly, by the Developer or a majority of its principals, or (ii) collateral assignment of 100% of the Developer's rights under this Agreement to a single financial institution as security for financing of the Project as permitted by this Agreement (each a "**Permitted Transfer**").

ii. The transferee of any Permitted Transfer shall be bound by any obligation of Developer or any other obligation hereunder; provided, however, that no transferee or owner of any property in the STAR Bond District other than Developer shall have any rights whatsoever to or claim upon the STAR Bond Proceeds, except as specifically authorized in writing by the Developer and consented to in writing in advance by the City Representative, which consent shall not be unreasonably withheld, conditioned, or delayed.

iii. In the event the Developer assigns any of its obligations originating from this Agreement through a Permitted Transfer, such assignment will not release the Developer from any obligations unless the Developer is released by the City Representative in writing.

B. **Corporate Reorganization**. Nothing herein shall prohibit the Developer from forming additional development or ownership entities to replace or joint venture with the Developer for the purpose of business and/or income tax planning; provided that such entity is a subsidiary or affiliate which is owned or controlled by the Developer or a majority of its principals or any entity owned or controlled, directly or indirectly, by the Developer or a majority of its principals. Such reorganization will not release the Developer from any obligations unless the Developer is released by the City Representative.

SECTION X

GENERAL PROVISIONS

A. **Good Faith**. Developer and the City promise, covenant, and agree to cooperate with each other in good faith and assist each other in the performance of the provisions of this Agreement and in the development of the Project.

B. **Force Majeure**. Neither party hereto shall be liable in damages or subject to the cancellation or termination of this Agreement for failure to perform that party's obligations hereunder, including dates providing a deadline for performance, if such failure is as a result of reasonably documented Excusable Delays.

C. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their transferees, successors and assigns.

D. **No Third-Party Beneficiaries**. Except as set forth in this Section X.D, this Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns, and no person or entity, other than a party to this Agreement or a legal representative, successor in interest or assign of such party, shall be entitled to rely on this Agreement or the performance of Developer or the City hereunder, and this Agreement is not made for the benefit of any person or entity not a party hereto, and no such person or entity, other than a permitted successor or assign, shall be entitled to assert any claim arising out of, or in connection with, this Agreement. This Agreement shall not be assigned by either party, without the written consent of the other party; provided, however, the Parties acknowledge and agree that the City may assign all or a portion of its rights under this Agreement, including its rights to enforce the terms hereof against the Developer, to the Bond Trustee in connection with issuing one or more series of Special Obligation Bonds.

E. **Termination of the Project Plans**. The City shall not terminate the STAR Bond Project Plan, STAR Bond District, TIF Project Plan, TIF District, or CID prior to the expiration of the Term of this Agreement, except as provided by law, pursuant to the terms of this Agreement, or as requested by the Developer.

F. **Community Participation**. Throughout the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the City. Accordingly, at a minimum, Developer shall at all times be (i) a dues-paying member in good standing with the Bonner Springs – Edwardsville Area Chamber of Commerce and (ii) an investor in the Wyandotte Economic Development Council.

G. **Amendment**. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the Parties, upon official action of the Governing Body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

H. **Right To Inspect**. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the STAR Bond Eligible Costs, CID Eligible Costs, and TIF Eligible Costs as pertinent to the purposes of this Agreement.

I. **No Other Agreement**. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersede all prior agreements, negotiations and discussions, both written and oral, relative to the Project and is a full integration of the agreement of the Parties.

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

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

To the Developer:

EMAP KC, LLC
Attn: Glen B. Bilbo
5323 North 99th Avenue, Suite 215
Glendale, AZ 85305

With a copy to:

Marcus G. Abbott, Esq.
Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, MO 64112

To the City:

City of Bonner Springs, Kansas
Attn: City Manager
200 East Third Street
P.O. Box 38
Bonner Springs, KS 66012

With copies to:

City of Bonner Springs, Kansas
Attn: Economic Development Coordinator
200 East Third Street
P.O. Box 38
Bonner Springs, KS 66012

and

Kutak Rock LLP
Attn: Bridget Morris
2405 Grand Boulevard, Suite 600
Kansas City, MO 64108

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

L. **Time of Essence**. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

M. **Agreement Controls**. The Parties agree that the Project will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Project Costs, and all other methods of implementing the Project, including the STAR Bond Project Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the STAR Bond Project Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Project Budget. Nothing in this Agreement shall be deemed an amendment of the STAR Bond Project Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

N. **Required Disclosures**. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

O. **Tax Implications**. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys, or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

P. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. A fully executed copy of this Agreement shall be deemed an original for all purposes.

Q. **Consent or Approval**. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

R. **Survivorship**. Notwithstanding the termination of this Agreement, the Developer's obligations set out in Section III, Section VIII.C, and Section VIII.D will survive the termination or expiration of this Agreement to the extent that any incident giving rise to a claim, suit, judgment, or demand occurred during the Term hereof.

S. **Non-Liability of Officials, Employees and Agents of the City**. No recourse shall be had for the reimbursement of the Project Costs, or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

T. **Non-liability of Directors, Officers, Employees, and Members of Developer**. No recourse shall be had for any claim based upon any representation, obligation, covenant, or agreement contained in this Agreement against any director, officer, employee, or member of Developer under any rule of law or in equity, statute, or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such directors, officers, employees, or members as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. For the avoidance of doubt, this section shall not apply to the Developer or any transfers, assigns or affiliates.

U. **Incorporation of Exhibits**. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

V. **Conflicts of Interest**.

i. No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which would violate the provisions of K.S.A. 75-4304, as amended. Any person having such a possible interest, shall disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City Attorney and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

ii. The Developer warrants that it has not paid or given and will not pay or give any officer, employee, or agent of the City any money or other consideration for obtaining this Agreement. Except as may be permitted by laws of the State or ordinances and policies of the City, the Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

W. **Public Information**. Implementation of the STAR Bond Project Plan pursuant to this Agreement will require the expenditure of public funds and the receipt of public benefits to the Developer and other non-governmental entities. Accordingly, any information set forth in this Agreement or provided to the City in accordance herewith, may become public information and become a public record pursuant to K.S.A. 45-215 *et seq.* (the "**Open Records Act**"). To the extent permitted by law, information submitted to the City as confidential or proprietary will be kept confidential and withheld from public view; provided however, the City cannot guarantee that any claim of exception will be upheld by any applicable administrative regulation or review or judicial ruling or decision.

X. **No Partnership**. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Y. **Governing Body Action**. Nothing contained herein shall in any manner diminish or usurp the inherent rights, powers, and discretion of the City, including the Governing Body of the City, to act in its capacity as a public body.

Z. **Expenses**. Reference is made to the Funding Agreement entered into by and between the City and the Developer prior to the Effective Date. The Parties acknowledge and agree that the Funding Agreement shall survive the execution of this Agreement, and the Developer further agrees that to the extent not otherwise covered by the Funding Agreement, Developer shall be responsible for and pay, within thirty (30) days of receipt of an invoice from the City, the reasonable fees of the City's attorneys and consultants incurred in connection with the creation, amendment, negotiation, and implementation of this Agreement, other related agreements, and any amendments thereto, and in connection with the review of Certificates of Expenditures and the reimbursement of Project Costs from the proceeds of any Special Obligation Bonds, or from CID Sales Tax Revenues or TIF Revenues pursuant to the terms hereof. The amounts paid by Developer under the Funding Agreement to the City, and any other amounts paid by Developer to the City under this Section X.Z, shall be deemed a CID Eligible Cost, TIF Eligible Cost, or STAR Bond Eligible Cost, to the extent related to the CID Project, the TIF Project, or the STAR Bond Project (and, with respect to STAR Bond Eligible Costs, with the approval of the Secretary). The Developer's obligation to pay the reasonable fees of the City's attorneys and consultants as set forth in this Section X.Z shall survive termination or expiration of this Agreement.

AA. **Recording**. A memorandum of this Agreement shall be promptly prepared and recorded by the Developer in the records of the County at Developer's cost after execution, and proof of recording shall be provided to the City.

BB. **Compliance With State of Kansas Reporting Requirements**. Developer hereby agrees to cooperate with the City and the Secretary of Commerce of the State to provide information required for compliance with the reporting requirements of K.S.A. 74-50,226, *et seq.* Developer further agrees to pay any and all administrative fees to be collected by the Secretary of Commerce and/or the State in connection with such reporting requirements.

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IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto.

THE CITY OF BONNER SPRINGS, KANSAS

By ____
Thomas A. Stephens, Mayor

ATTEST:

By ______________________________________
Christina Brake, City Clerk

EMAP KC, LLC,
a Delaware limited liability company

By ____
Name ______________________________________
Title _______________________________________

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY, STAR BOND DISTRICT, TIF DISTRICT, AND CID

A TRACT OF LAND IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF BONNER SPRINGS, WYANDOTTE COUNTY, KANSAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY ROGER B. DILL, KANSAS P.S. #1408, FEBRUARY 20, 2024, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER; THENCE SOUTH 87 DEGREES 51 MINUTES 54 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 74.66 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 02 DEGREES 08 MINUTES 06 SECONDS EAST, A DISTANCE OF 65.03 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF STATE AVENUE AS NOW ESTABLISHED AND THE WESTERLY RIGHT-OF-WAY OF 118TH STREET / SPEEDWAY BLVD AS NOW ESTABLISHED; THENCE THE FOLLOWING 11 COURSES TO FOLLOW THE SOUTHERLY RIGHT-OF-WAY OF SAID STATE AVENUE AS FOLLOWS; THENCE SOUTH 87 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 584.75 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 1079.67 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES 31" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 605.19 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 02 DEGREES 05 MINUTES 11 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 54.99 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 661.22 FEET; THENCE NORTH 02 DEGREES 02 MINUTES 10 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87 DEGREES 50 MINUTES 27 SECONDS WEST, A DISTANCE OF 330.59 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY SOUTH 02 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 1265.43 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 52 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 993.42 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 02 DEGREES 05 MINUTES 11 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 1322.17 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 54 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 2638.17 FEET TO THE WESTERLY RIGHT-OF-WAY OF N. 118TH STREET AS NOW ESTABLISHED; THENCE NORTH 02 DEGREES 21 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1208.25 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHWESTERLY ON A SAID NON-TANGENT CURVE WITH A LENGTH OF 117.89 FEET, A RADIUS OF 1689.09 FEET, CHORD LENGTH OF 117.87 FEET AND A CHORD BEARING OF NORTH 12 DEGREES 51 MINUTES 21 SECONDS WEST TO A POINT OF REVERSE CURVATURE WITH A LENGTH OF 251.17 FEET, A RADIUS OF 1689.09 FEET, CHORD LENGTH OF 250.94 FEET, AND A CHORD BEARING OF NORTH 06 DEGREES 35 MINUTES 59 SECONDS WEST; THENCE NORTH 02 DEGREES 22 MINUTES 35 SECONDS WEST, A DISTANCE OF 983.49 FEET; THENCE NORTH 33 DEGREES 46 MINUTES 39 SECONDS WEST, A DISTANCE OF 28.82 FEET TO THE POINT OF BEGINNING. CONTAINING 7,986,167 SQUARE FEET OR 183.337 ACRES, MORE OR LESS.

TOGETHER WITH:

ALL RIGHT-OF-WAY FOR STATE AVENUE IMMEDIATELY NORTH OF THE ABOVE-DESCRIBED TRACT, ALL RIGHT-OF-WAY FOR 118TH STREET / SPEEDWAY BOULEVARD IMMEDIATELY EAST OF THE ABOVE-DESCRIBED TRACT, TOGETHER WITH THE INTERSECTION OF STATE AVENUE AND 118TH STREET / SPEEDWAY BOULEVARD IMMEDIATELY NORTHEAST OF THE ABOVE-DESCRIBED TRACT.

(Includes tax parcels 953000, 953001, 955500, and 955501)

EXHIBIT B

DEPICTION OF THE PROPERTY, STAR BOND DISTRICT, TIF DISTRICT, AND CID

Map of Proposed STAR District

The proposed STAR Bond District includes approximately 183.4 acres of land generally located at the SWC of State Avenue & N. 118th Street (Parcel No's: 953000, 953001, 955500, & 955501), outlined in red below (the "**Proposed District**"). Applicant is under contract to purchase all property in the Proposed District.

EXHIBIT C

CERTIFICATE OF FULL COMPLETION

Pursuant to Section III.F *of the Agreement, the City shall, within thirty (30) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, EMAP KC, LLC, a Delaware limited liability company (the "**Developer**"), pursuant to that certain Development Agreement dated as of __________, between the CITY OF BONNER SPRINGS, KANSAS (the "**City**") and the Developer (the "**Agreement**"), hereby certifies to the City as follows:

1. That as of __________, 20___, the construction, renovation, repairing, equipping and constructing of the Project or applicable Component has been substantially completed in accordance with the Agreement.

2. The Project or applicable Component has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project or applicable Component.

4. This Certificate of Full Completion is accompanied by (a) the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the Project or applicable Component has been substantially completed in accordance with the Agreement; and (b) a copy of the certificate(s) of occupancy issued by the City building official with respect to each building to be constructed within the Project or applicable Component.

5. This Certificate of Full Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Project.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of __________, 20___.

DEVELOPER:

EMAP KC, LLC
a Delaware limited liability company

By ____
Name ______________________________________
Title _______________________________________

ACCEPTED:

CITY OF BONNER SPRINGS, KANSAS

By ____________________________________
Name __________________________________
Title ___________________________________

EXHIBIT D

FORM CERTIFICATE OF EXPENDITURE

CERTIFICATE OF EXPENDITURES

Date: ______________
Certificate # __________

City of Bonner Springs

In accordance with that certain Development Agreement dated as of __________, 20___ (as may be amended from time to time, the "**Agreement**"), by and between the City of Bonner Springs, Kansas (the "**City**"), and EMAP KC, LLC, a Delaware limited liability company (the "**Developer**"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. All amounts submitted herewith ("**Amounts**") are expenses for [***STAR Bond Eligible Costs, CID Eligible Costs, and/or TIF Eligible Costs***] that are payable, or reimbursable to Developer, under the terms and conditions of the Agreement.

2. All Amounts have been advanced by or on behalf of Developer, successors, assigns, tenants, or transferees for [***STAR Bond Eligible Costs, CID Eligible Expenses, and/or TIF Eligible Costs***] in accordance with the Agreement and represent the fair value of work, materials or expenses.

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

4. Developer has not breached and is not in default or violation of any representation, warranty, or covenant under the Agreement.

5. All insurance policies which Developer is responsible for under the Agreement are in full force and effect and that Developer is in compliance, in all material respects, with all other terms of the Agreement.

The total amount of reimbursement requested by this Certification is $__________ which amount is itemized on Attachment I attached hereto and which Attachment I is incorporated herein by reference.

Date: _______________
Certificate # __________

EMAP KC, LLC
a Delaware limited liability company

By ____
Name ______________________________________
Title _______________________________________

Date: _______________
Certificate # __________

$__________ Amount of Project Costs requested by this Certification # ___________

$__________ Amount of Project Costs for this Certification # ___________ Disapproved

$__________ Amount of Project Costs for this Certification # ___________ Approved

CITY OF BONNER SPRINGS, KANSAS

By ____
Name ______________________________________
Title ______________________________________

ATTACHMENT I

TO CERTIFICATE OF EXPENDITURES

Date: _______________
Certificate # __________

			Eligibility		
Payee	**Description of Project Costs**	**Amount**	**STAR**	**CID**	**TIF**
Total		$			

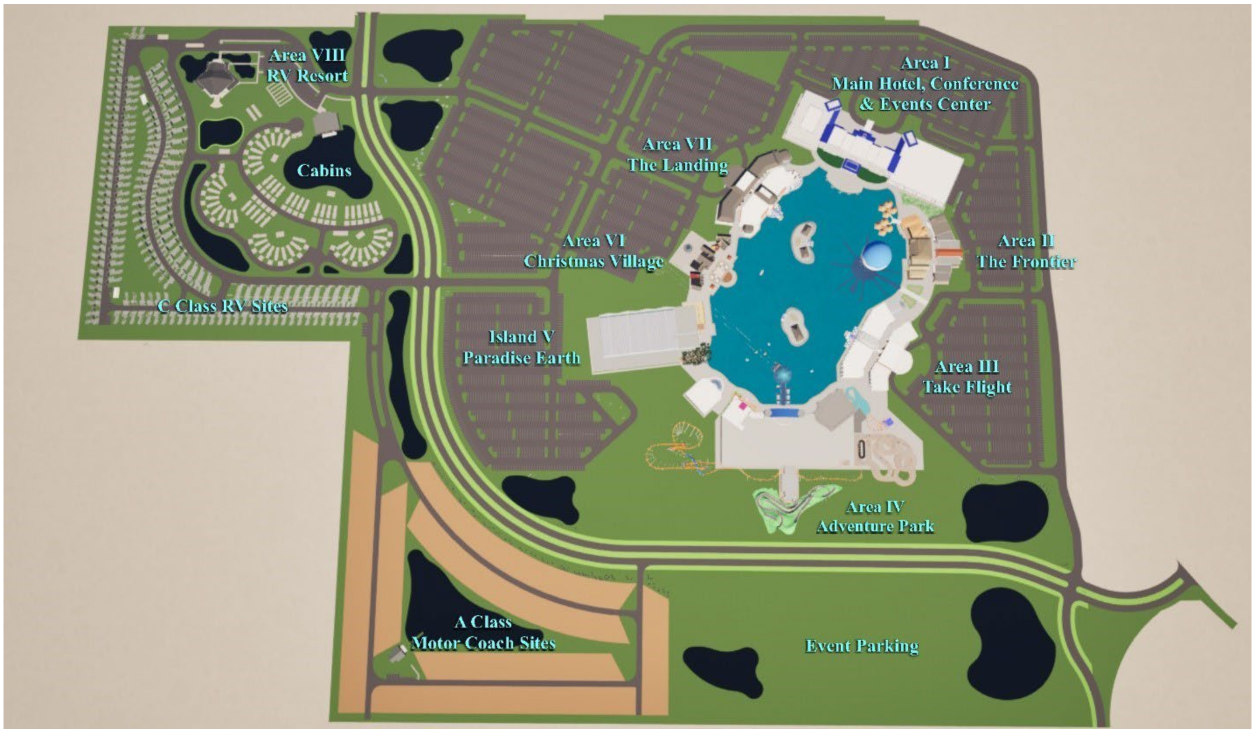
EXHIBIT E

PROJECT BUDGET

{SEE FINAL PAGE OF DOCUMENT}

EXHIBIT F

STAR BOND PROJECT DEPICTION



Area VIII
RV Resort
Island V
Rainforest Attraction
Area IV
Adventure Park
Area VI
Christmas Village
Area III
Take Flight
Area VII
The Landing
Area II
The Frontier
Area I Main Hotel,
Conference & Event Center

F-2

EXHIBIT G

PERFORMANCE MILESTONES

Construction and installation of the Amusement Park, Holiday Attraction, Frontier Development, Rainforest Attraction, Landing Hotel, Mainland Hotel, Take Flight Hotel, RV Resort, and the Public Infrastructure Improvements shall be commenced and completed by the dates set forth below (collectively, the "**Project Milestones**"). As such term is used herein, "Commencement of Construction" shall be evidenced by the issuance of a building permit by the City for the applicable portion of the Projection.

1. Amusement Park:
    a. Commencement of Construction no later than the Commencement Date
    b. Substantial Completion no later than three years following the Commencement Date
    c. Grand Opening no later than six (6) months following Substantial Completion
2. Holiday Attraction:
    a. Commencement of Construction no later than the Commencement Date
    b. Substantial Completion no later than three years following the Commencement Date
    c. Grand Opening no later than six (6) months following Substantial Completion
3. Frontier Development:
    a. Commencement of Construction no later than the Commencement Date
    b. Substantial Completion no later than three years following the Commencement Date
    c. Grand Opening no later than six (6) months following Substantial Completion
4. Rainforest Attraction:
    a. Commencement of Construction no later than the Commencement Date
    b. Substantial Completion no later than three years following the Commencement Date
    c. Grand Opening no later than six (6) months following Substantial Completion
5. Landing Hotel:
    a. Commencement of Construction no later than the Commencement Date
    b. Substantial Completion no later than three years following the Commencement Date
    c. Grand Opening no later than six (6) months following Substantial Completion
6. Mainland Hotel:

   a. Commencement of Construction no later than the Commencement Date
   b. Substantial Completion no later than three years following the Commencement Date
   c. Grand Opening no later than six (6) months following Substantial Completion

7. Take Flight Hotel:
   a. Commencement of Construction no later than the Commencement Date
   b. Substantial Completion no later than three years following the Commencement Date
   c. Grand Opening no later than six (6) months following Substantial Completion
8. RV Resort:
   a. Commencement of Construction no later than the Commencement Date
   b. Substantial Completion no later than three years following the Commencement Date
   c. Grand Opening no later than six (6) months following Substantial Completion
9. Public Infrastructure Improvements:
   a. Commencement of Construction no later than the Commencement Date
   b. Substantial Completion no later than three years following the Commencement Date
   c. Grand Opening no later than six (6) months following Substantial Completion

PRELIMINARY BUDGET AND ELIGIBLE COST SUMMARY

Epic / Mattel Amusement Park STAR Bond Project, Bonner Springs, Wyandotte County, Kansas

Commerce Request ($175mm STAR Bond Amount)

		STAR		TIF		CID		TOTAL
Item	**Budget Amount**	**Eligible***	**Proposed Uses**	**Eligible**	**Proposed Uses**	**Eligible**	**Proposed Uses**	**Proposed Uses**
Land Acquisition and Closing Costs	**$ 30,845,000**	**X**	**$ 15,759,288**	**X**	**$ 15,085,712**	**X**	**$ -**	**$ 30,845,000**
Parking & Infrastructure	**$ 36,110,000**	**X**	**$ 36,110,000**	**X**	**$ -**	**X**	**$ -**	**$ 36,110,000**
Construction / Development Costs	**$ 423,727,000**	**X****	**$ 123,130,712**	**X****	**$ -**	**X**	**$ 31,286,008**	**$ 154,416,720**
Mainland Hotel & Conference Center	$ 73,175,000		$ -		$ -	X	$ -	$ -
The Frontier	$ 14,259,000		$ -		$ -	X	$ -	$ -
Take Flight	$ 30,467,000		$ -		$ -	X	$ -	$ -
Adventure Park	$ 157,930,000	X	$ 123,130,712		$ -	X	$ 31,286,008	$ 154,416,720
Rainforest Attraction	$ 71,470,000		$ -		$ -	X	$ -	$ -
Christmas Village	$ 25,219,000		$ -		$ -	X	$ -	$ -
The Landing	$ 30,702,000		$ -		$ -	X	$ -	$ -
RV Resort	$ 20,505,000	X*	$ -	X*	$ -	X	$ -	$ -
Architecture and Engineering	**$ 7,989,000**	**X****	**$ -**	**X****	**$ -**	**X**	**$ -**	**$ -**
Soft Costs	**$ 40,561,000**		**$ -**		**$ -**		**$ -**	**$ -**
Total	**$ 539,232,000**		**$ 175,000,000**		**$ 15,085,712**		**$ 31,286,008**	**$ 221,371,720**

*** Note:** Portion thereof related to Horizontal Work / RV Pad, Slips, & Utilities

****Note:** Portion thereof related to STAR/TIF Eligible Costs

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY OF BONNER SPRINGS, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT FOR A DEVELOPMENT PROJECT WITHIN THE CITY (EMAP KC, LLC).

WHEREAS, the City of Bonner Springs, Kansas (the "City"), is a duly organized city, created, organized and existing under the laws of the State of Kansas; and

WHEREAS, EMAP KC, LLC, a Delaware limited liability company (the "Developer"), has proposed to construct a project consisting of retail space, restaurant space, parking, hotels, a theme park and related components and attractions, and certain public infrastructure improvements (collectively, the "Project") on certain real property generally located at the southwest corner of the intersection of State Avenue and North 118th Street within the City (the "Project Site"); and

WHEREAS, at the request of the Developer, the City is considering financing a portion of the costs of the Project through: (i) the establishment of a community improvement district (the "CID") on the Project Site in order to levy a community improvement district sales tax within the CID and to reimburse eligible expenses on a pay-as-you-go basis or through the issuance of CID bonds; (ii) the issuance of industrial revenue bonds of the City for purposes of obtaining a sales tax exemption on construction materials; (iii) tax increment financing ("TIF") including reimbursement of eligible expenses on a pay-as-you-go basis or the issuance of TIF bonds secured by a pledge of revenues collected in the existing TIF district; and/or (iv) the issuance of Sales Tax and Revenue ("STAR") bonds secured by a pledge of revenues collected in the existing STAR bond district; and

WHEREAS, the Governing Body of the City finds it necessary and desirable to set forth the terms and conditions of the development and financing of the Project, and certain other rights and obligations of the parties in an agreement between the City and the Developer.

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

Section 1. Approval of Development Agreement. The City is hereby authorized to enter into the Development Agreement (the "Development Agreement"), by and between the City and the Developer in substantially the form presented to and reviewed by the Governing Body on the date of this Resolution (copies of this document shall be on file in the records of the City) with such changes therein as shall be approved by the Mayor, with the Mayor's signature thereon being conclusive evidence of his approval thereof and the same are hereby approved in all respects.

Section 2. Execution of Development Agreement. The Mayor, City Clerk, City Manager, Finance Director, and other officers and representatives of the City are hereby authorized and directed to execute, seal, attest and deliver the Development Agreement and such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

Section 3. Effective Date. This Resolution shall be in full force and effect on the later of: (i) the date this Resolution is adopted by the governing body of the City and signed by the Mayor; and (ii) the closing of the sale of the Project Site to the Developer. In the event item (ii) in this Section has not been satisfied by November 12, 2025, this Resolution shall be of no effect and shall be null and void.

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ADOPTED by the Governing Body of the City of Bonner Springs, Kansas on October 13, 2025.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

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Thomas A. Stephens, Mayor

ATTEST:

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Christina Brake, City Clerk

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Tillie LaPlante

Subject: Audit Contract 2025 & 2026 Fiscal Years

Recommendation: Staff recommends approval.

Action: Make a motion to approve a two-year contract extension with GordonCPA to perform audit services for the City for Fiscal Years 2025 and 2026 in the amount of $17,375 and $17,985 respectively. If a single audit is required, the fee will be $3,700 per major program.

Background: GordonCPA was selected to perform audit services for 2021 and 2022 after Requests for Proposals (RFP) for Audit Services were solicited. The contract was extended for 2023 and 2024.

Discussion: GordonCPA is familiar with the City's financial statements. This firm helped the City transition from the GAAP basis of accounting to the Regulatory basis of accounting in 2021. They assist with financial questions which arise throughout the year. Other cities in Kansas audited by GordonCPA include the cities of Shawnee, Roeland Park, Eudora, Prairie Village, Ottawa, Baldwin, Mission Hills, Great Bend, and Spring Hill.

Financial Impact: The costs for the 2025 and 2026 audits are $17,375 and $17,985 respectively. These costs reflect a 3.5% increase each year over the prior contract costs. If the City spends over $1,000,000 in federal funds in either year, a Single Audit will be required which will cost an additional $3,700 per major program. The cost of the audit will be paid through the 2025 and 2026 General Fund Finance Department budgets.

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Justine Spease

Subject: Award Bid - Aquatic Park Conditions Assessment

Recommendation: Staff recommends approval.

Action: Make a motion to award the contract for the Aquatic Park Conditions Assessment to Counsilman-Hunsaker in the amount of $14,400.

Background: In November 2004, Bonner Springs residents approved a 1/4-cent sales tax to build the Aquatic Park. Construction began in the summer of 2005. The first day of operation was May 26, 2006. In the 20 years of operation, there have been 15 different people overseeing the operations of the Aquatic Park. Many standard maintenance items were deferred due to budget constraints, key staff turnovers, and emergency fixes. A basic improvement plan was created by staff in 2018.

It was decided that a more formal assessment was needed in order to make future decisions regarding future maintenance priorities and budget for the Aquatic Park.

The Request for Proposals for an Aquatic Park Conditions Assessment was published on Thursday, August 14th, 2025. Proposals were due at 3PM on Tuesday, September 2nd, 2025. The City received the following three proposals:

- Landmark Aquatic - $10,000
- Counsilman-Hunsaker - $14,400
- Waters Edge - $27,500

Discussion: Staff has reviewed each of the proposals and would like to move forward with the proposal from Counsilman-Hunsaker. This is due to their extensive experience in working with facility rehabilitations and comprehensive scope.

Financial Impact: The Community Center Windows bids came in under budget; there is $104,053 remaining in this line item. Staff is requesting approval to use $14,400 from this line item for the pool conditions assessment.

There is $30,000 budgeted in 2026 for this specific project. However, with the anticipated two and one half to three months for product delivery, staff wants to ensure ample time to prepare 2027 CIP requests which are submitted in May.

Bid Tabulation –Aquatic Park Conditions Assessment
Tuesday, September 2, 2025 – 3:00 p.m.

Bidder	Bid Bond	Cert. of Insurance	Addendum			Bid Amount
			1	2	3	
LANDMARK	☐	☐	☐	☐	☐	$10,000
Counsilman-Hunsaker	☐	☐	☐	☐	☐	$14,400
Waters Edge	☐	☐	☐	☐	☐	$27,500 Not to Exceed
	☐	☐	☐	☐	☐	
	☐	☐	☐	☐	☐	
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Statement of Qualifications

City of Bonner Springs, Kansas
Aquatic Park Condition Assessment

Counsilman · Hunsaker
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Letter of Understanding

Justine Spease, Recreation Director, AFO, CPRE, CPM
City of Bonner Springs
P.O. Box 38, 200 East 3rd Street
Bonner Springs, KS 66012
(913) 422-5321
jspease@bonnersprings.org

Dear Ms. Spease,
Counsilman-Hunsaker is pleased to submit our proposal for the conditions assessment of the Bonner Springs Aquatic Park. We understand the city is seeking a comprehensive evaluation to guide future maintenance and budget decisions for the facility, which was constructed in 2005.

Our team is prepared to execute the scope of services outlined in your Request for Proposal. We will conduct a thorough evaluation of the aquatic park's existing conditions, including a detailed review of the facility's components, amenities and equipment, from the pool structure to the recirculation systems. We believe in a collaborative approach, and as part of our process, we will meet with your team to discuss the current condition and operation of the Aquatic Park and leverage their firsthand knowledge of the park's daily operations and any ongoing maintenance concerns. This collaboration ensures our assessment is as accurate and detailed as possible.

Following our evaluation and staff discussions, we will create a prioritized list of recommended improvements and repairs. This list will serve as a clear roadmap for the city's future capital planning for the Aquatic Park. Each recommendation will be accompanied with a corresponding cost estimate. The final deliverable will be a comprehensive report, which our team will present to the City Council to overivew our findings and recommendations for the future of the Aquatic Park.

With our 55 years of experience in aquatic facility planning, design, and engineering, we are confident that our expertise will provide the City of Bonner Springs with a valuable and actionable guide for the future of the Aquatic Park. We look forward to the opportunity to collaborate with you on this project.

George Deines
Project Director/Partner
Counsilman-Hunsaker

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Project Team Overview

WHY CHOOSE COUNSILMAN-HUNSAKER

At Counsilman-Hunsaker, we are driven to create aquatic experiences that transform people and their communities. Through this purpose, Counsilman-Hunsaker has been established as the trusted industry authority and respected leader for five decades, completing thousands of aquatic projects of every size and complexity. We have expanded our thought leadership from not only aquatic architectural and engineering design to include engineering audits, feasibility studies, and operations consulting.

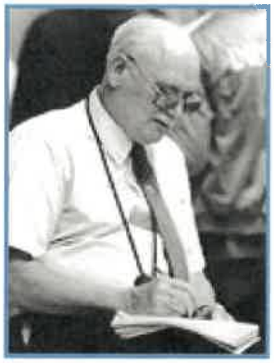
Counsilman-Hunsaker's designers, engineers, and operations specialists have completed projects around the globe. Our practical, innovative, and expertly designed projects can be seen in universities, municipalities, school districts, hotels and hospitality venues, wellness centers, military bases, collegiate and professional sports teams. Through our planning and operations services, we have helped thousands of clients make important decisions about future aquatic centers and enhance the safety and sustainability of their pools.

At Counsilman-Hunsaker, our vision is encapsulated in the phrase "Aquatics For Life." Drawing on centuries of combined practical experience and a relentless passion for innovation, our team has designed and brought to life world-class aquatic facilities. These facilities not only meet the highest standards but also ensure safe and sustainable aquatic operations, serving millions of people worldwide.

Throughout our history, Counsilman-Hunsaker has served on thousands of project teams for facility owners and design professionals, resulting in hundreds of award-winning designs. Counsilman-Hunsaker's uniqueness provides an exceptional ability to collaborate with other like-minded design professionals who share a passion for the aquatics industry. This distinctive combined level of expertise provides an extraordinary knowledge base for your project.

HOW WE BEGAN

Counsilman-Hunsaker's (CH's) journey began 55 years ago in 1970, when the legendary Olympic swimming coach, James E. "Doc" Counsilman, Ph.D., and former 3-time National Champion and World Record Holder, Joe Hunsaker, joined forces to create what has grown to become the Aquatic Design Industry. Their pioneering concepts, integrity, and vision forever shaped the landscape in aquatic project planning, design, engineering, and operations. Joe's unique understanding of planning, design, and construction led to cutting-edge facility design and operational efficiency solutions. Doc brought aquatic physiology to techniques of consulting and design through his inventions of the pace clock, pool-lane markers, pool overflow gutters, and interval training. The success of CH under the ownership of Joe and Doc represents the firm's foundation. The new generation of CH began in 1999 when Scot Hunsaker (Joe's son) purchased CH and then in 2004 when additional CH team members became active Owner's in the company. This transition in ownership sparked the emergence of a new business approach and culture for the future of CH. Previously operating with an individualistic approach, the company reclassified leadership as a team having a corporate governance management process. The style of CH's new generation is what sets CH apart from the competitors. Currently, the firm is owned by non-family stakeholders.



WHERE WE ARE TODAY

Today, CH enjoys an enviable reputation and has teamed with more than 600 design professionals worldwide to create a portfolio that spans the spectrum from community pools to international competitive venues, water parks to resorts, educational institutions to aquatic centers for fitness and therapy settings. CH's success is a combination of art and science that focuses on creating unique aquatic experiences. But CH is a restless company with innovation in its DNA. As a chief element of the culture, CH is always looking for new ways to increase value for its clients by rethinking, reinventing, and refining skills, protocols, and standards. This approach has driven CH to become a firm with 52 team members and four locations across the U.S. (St. Louis, San Diego, Dallas, and Denver). CH also has relationships worldwide, resulting in a portfolio that spans the globe. By combining all aspects of public swimming pools, CH maintains approximately 15 percent of the market share.

What started as a workforce of two swimming experts is now an expanded family of team members with a passion for the water. Today, organized into regional and international "studios" headed by experienced colleagues, CH is aligned to meet any and all of the customer's needs. When CH is selected to be part of a project, a specialized team is configured matching experience and skill profiles to dovetail into the project. CH's workforce reflects a dynamic collection of aquatic backgrounds. From competitive swimmers to coaches and lifeguards, the common theme is contributions within the aquatic community.

What Sets Us Apart

Since 1970, Counsilman-Hunsaker has provided design and operational consulting for thousands of national and international aquatic projects of every size and complexity. Our portfolio includes newly designed and renovated pool projects for many market sectors: Parks & Recreation, Education, Hospitality, and Wellness. Project types range from competition venues, leisure pools, and waterparks to therapy pools and spas.

In addition, we have completed hundreds of Facility Audits and Feasibility Studies to develop new or existing facilities. Having studied a multitude of facilities, we will help you benchmark the creation of your new facility and complete your project efficiently.

Counsilman-Hunsaker is made up of an integrated team of design professionals and operational specialists with unrivaled aquatic industry experience. Our team brings exceptional collaboration skills and new project designs to deliver a high-quality, innovative aquatic facility. Our operational specialists will not only help you prepare for a successful launch but will serve as your guide in achieving long-term operational success.

55 Years of Project Experience

With over 55 years of experience, Counsilman-Hunsaker has built a reputation for designing innovative, high-performance aquatic facilities worldwide. Our portfolio spans nearly 1,700 projects across 14 countries, and we are licensed to practice throughout North America and internationally, with experience navigating more than 270 national, international, and industry codes.

In addition to new construction, we bring deep expertise in renovating aquatic facilities, especially in modernizing aging mechanical systems. From evaluating filtration and circulation systems to upgrading chemical treatment infrastructure, our renovation work is focused on extending the life of existing assets while improving safety, efficiency, and long-term value.

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Approach and Methodology

ASSESSMENT APPROACH

Throughout the feasibility study process, the Counsilman-Hunsaker team will work closely with the project team from the City of Bonner Springs to understand the current challenges with the operation of the Aquatic Park and any ongoing maintenance challenges. Our approach will:

- Provide several touchpoints with staff to ensure our team understands key issues with the current operation of the Aquatic Park.
- Review documentation over the last several years in relation to repairs, needs or renovations that have taken place at the Aquatic Park.
- Complete an analysis that gives the City of Bonner Springs a roadmap for the future of the Aquatic Park by providing recommendations and possible enhancements for the pool and mechanical equipment.
- Maintain consistent communication throughout the project with staff, providing time for review and feedback of our initial, draft and final findings.

Counsilman-Hunsaker will provide the City of Bonner Springs with the information necessary to make knowledgeable decisions about the future of the Bonner Springs Aquatic Park. We will provide an on-site evaluation of the swimming pools which will include an evaluation of the pool structures, mechanical systems, and support areas, taking into account life expectancy issues, repair/replacement, and renovation.

Our team will also detail this analysis with construction cost estimates, providing an opportunity to fit the needed repairs into future budgets. These items will include, but not necessarily limited to: ADA accessibility, energy efficiency deficiencies, pool structure and finishes; recirculating system - piping, fittings and valves; filtration system; mechanical and overflow recovery system; water chemistry treatment system; pumps, controllers and deck equipment. A lifecycle analysis indicating remaining useful life of the existing infrastructure, buildings and major systems will be provided. Needed repairs will be identified with a summary report on what changes are needed to bring the overall facility into code compliance and an opinion of probable cost to correct and upgrade.

ASSESSMENT APPROACH

At the conclusion of the facility evaluation phase, the city will be provided an analysis of options for the future. These will include repair and renovation costs with the goal of this analysis to provide the City of Bonner Springs with the information necessary to make knowledgeable decisions regarding the future of the Aquatic Park and how to plan future capital budgets accordingly. The key risk and challenge for a comprehensive assessment is that portions of the aquatic systems are not visible to the eye. Underground piping is not accessible for a condition assessment without running a camera through the piping.

The structural integrity of the pool shell may be masked by the finish of the pool and the condition of the pool shell is not known without taking coring samples from the structure. Working from a knowledge base of assessing many aging pools, it is possible to have a reasonable degree of confidence in an assessment of the unseen systems by viewing the known visible systems and having knowledge of any operating deficiencies with the systems. Any known issues would be recommended for more intensive review and testing to obtain the condition of the system in question.

Our team will develop a final report and presentation that details the conditions assessment findings with the necessary immediate, short-term and long-term repairs along with associated costs for long-range capital planning. This information will assist the City of Bonner Springs in providing aquatic experiences to its residents for years to come through upkeep and maintenance of the Aquatic Park.

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MSA

Timeline and Budget

TIMELINE AND BUDGET

Our proposed timeline for the Aquatic Park Conditions Assessment is designed for efficiency and thoroughness, spanning a period of two to three months from project initiation to the delivery of the final recommendations, report and City Council presentation. This schedule allows for a systematic approach to each component of the study. A draft timeline is included below that assumes an approximate schedule of three months and can be tailored to meet the needs of the City of Bonner Springs. We will set up regular meetings throughout this process to communicate initial findings and receive feedback.

Sept/Oct
On-Site Visit for Aquatic Park assessment and kickoff & informational gathering meetings with staff

October
Draft assessment findings review meeting with staff

November
Report updates, final documentation & City Council presentation

Project Fee: $14,400

Task 1: Site visit and kickoff meetings ($2,400)
Task 2: Conditions assessment report and review meetings ($9,600)
Task 3: Final presentation site visit ($2,400)

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Project Experience

PROJECT REFERENCES

Sycamore Trails Aquatic Center - Miamisburg, OH
Study Completed: July 2024

Ryan Davis, CPRE
Director
City of Miamisburg Parks & Recreation
305 E. Central Avenue
Miamisburg, OH 45342
Phone: 937.847.6473
Email: Ryan.Davis@cityofmiamisburg.com

Town of Windsor (Chimney Park Pool) – Windsor, CO
Study Completed: October 2024

Tara Fotsch, CPRE
Director
Town of Windsor
Parks, Recreation, & Culture
250 N. 11th Street
Windsor, CO 80550
Phone: 970.674.3512
Email: tfotsch@windsorgov.com

Mifflinburg Community Park Pool, PA
Study Completed: February of 2024

Rob Rowe
Borough of Mifflinburg
120 N. Third Street
Mifflinburg, PA 17844
Phone: 570.966.1013
Email: rrowe@mifflinburgborough.org

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Project Team

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GEORGE DEINES

Project Director

EDUCATION

University of North Texas
Bachelor of Arts - 2000

Dallas Theological Seminary
Master of Arts - 2006

YEARS OF EXPERIENCE

With Counsilman-Hunsaker
2014 - Present

PAST EXPERIENCE

2007-2014:
Aquatics Manager
City of Garland, TX
Parks, Recreation &
Cultural Arts Department

2000-2007:
Aquatics Coordinator
Aquaducks Head Swim Coach
City of Plano, TX
Parks and Recreation Dept.

1996-1997
Lifeguard & Swim Instructor

University of Missouri – Kansas City

PUBLICATIONS

"Setting The Value of Municipal Aquatic Centers." World Waterpark. June 2021: 30:35

'COVID 19 Challenges Summer Pool Programs." Texas Recreation and Park. Nov 2020: 26:28

PROFESSIONAL BACKGROUND

George has worked on over 175 aquatic facility projects spanning 34 states in his years with Counsilman-Hunsaker. When you couple this with his 20+ years of municipal aquatic experience, he understands the need for and operation of municipal aquatic centers, whether they are indoor or outdoor, competitive or leisure. George has used this experience to speak on a variety of topics related to aquatics at national conferences such as the Association of Aquatic Professionals, Athletic Business, the National Recreation and Park Association, NIRSA and the World Waterpark Association, and has spoken at state conferences in Arizona, Arkansas, Illinois, Michigan, Nevada, Oklahoma, Texas, Virginia, Washington, and Wisconsin.

Jersey Village Pool - Jersey Village, TX

Study Completed: July 2024

Counsilman-Hunsaker conducted a facility assessment and feasibility study for the existing Jersey Village Outdoor Swimming Pool. The pool's condition was assessed, and potential options for its replacement were explored. Capital budgets were projected for the city to take to the voters for a 2024 bond referendum.

Town of Windsor – Windsor, CO

Study Completed: October 2024

Counsilman-Hunsaker worked with the Town of Windsor to provide a swimming pool assessment and study plan on the existing Chimney Park Outdoor Swimming Pool, which included two outdoor pools and a waterslide tower. The swimming pool assessment aims to identify items that are substandard in the pools, identify items not meeting current industry swimming pool design standards or equipment not operating as designed, and to assist in defining a course of action regarding the future of the aquatic facility. A written report was generated that detailed the results of the assessments and the associated costs to maintain the pools in operation, along with options for the future that included repairing the pools and replacing the children's pool with a new aquatic feature, a renovation and addition option that would keep the existing lap pool and add a new pool, along with a complete replacement option. Capital costs and annual operating budgets were developed and projected as part of this process to aid the Town in making informed decisions about the future of the pool.

City of Columbia - Columbia, TN

Study Completed: August 2024

Counsilman-Hunsaker supported Kimley-Horn in evaluating a private fitness center with indoor and outdoor aquatics. The city was working to determine the facility's future and potential repair and renovation costs. A written report was generated detailing the results of the assessments and the associated costs to maintain the pools in operation.

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CARY A. DENNIS M.S.M.E.

Project Director

EDUCATION

Missouri Southern State University
Bachelor of Science
Mechanical Engineering - 1986

Washington University
Master of Science
Mechanical Engineering - 2002

YEARS OF EXPERIENCE

With Counsilman-Hunsaker
1994 - 2001; 2015 – Present

PAST EXPERIENCE

2001 – 2015
Co-Founder & President
Capri Pools & Aquatics

CERTIFICATIONS & AFFLIATIONS

American Society of Mechanical Engineers

Association of Pool and Spa Professionals

OSHA 30 Certified

Executive Athletes

PROFESSIONAL BACKGROUND

Cary Dennis has acquired a broad range of experience in his 30+ years of designing, constructing, and engineering recreation and aquatic centers. In addition to extensive construction experience, Cary has managed multiple projects from initial concept design through every facet of the construction process. Cary has worked with a wide variety of client types such as general contractors, architects, engineers, and development firms to design and build custom recreation centers, water parks, collegiate aquatic centers, and therapy/training centers. As a project manager, Cary has been instrumental in the design of various project types serving a variety of user groups including municipalities, universities, health centers, YMCAs, school districts, and hospitality establishments. Cary's in-depth knowledge of the aquatic industry provides practical, profitable, and distinctive designs, along with a unique understanding of aquatic programs and their requirements. This understanding translates into calculated design decisions that benefit the project owner, users, community, and our environment.

AWARD-WINNING DESIGNS

Outstanding Sports Facility Award – *NIRSA*
Jacksonville State University – Student Recreation Center - 2020

NOTABLE PROJECTS

Buncombe County Aquatic Center - Roberson High School - Asheville – NC
Charles J. Colgan Senior High School Natatorium - Manassas – VA
College of William and Mary - Student Recreation Center - Williamsburg – VA
Florida Aquatics Swimming & Training (FAST) - Ocala – FL
Goshen Community Schools Aquatic Center – IN
Jacksonville State University - Recreation and Fitness Center – AL
Jefferson Barracks Hospital - VA Medical Center Pool - St. Louis – MO
Johnson University - Athletics and Recreation Complex (ARC) - Knoxville – TN
Lake of the Woods Association - Locust Grove – VA
Midwest Health Aquatic Center - Topeka – KS
Mt. Vernon Recreation Center - Fairfax County – VA
North Laurel Aquatic Center - Howard County – MD
Piazza Terminal Pool Club – Philadelphia – PA
Ritz Carlson - Nashville – TN
Shores Acres Recreation Center - St. Petersburg – FL
Spring St. North Block Condo - Seattle – WA
The Place at 5th and Broadway - Nashville – TN
Tualatin Hills - Conestoga Pool - Beaverton – OR
Tulane University - New Orleans – LA
University of Florida Football Training Center – Gainesville – FL
University of Miami - Rosenstiel School of Marine and Atmospheric Science – FL
University of North Carolina - Basketball Therapy - Chapel Hill - NC
Wapelhorst Pool and Blanchette Pool - St. Charles – MO
Waterworks Spray Park at Andrew Leitch Park - Dale City - VA

Bonner Springs Aquatic Center Existing Facility Assessment

1200 South 134th St.
Bonner Springs, KS. 66012

City of Bonner Springs
KANSAS

LANDMARK
AQUATIC

City of Bonner Springs
KANSAS

Bonner Springs Aquatic Center Audit Proposal

TO: The City of Bonner Springs, Kansas September 2, 2025

RE: Bonner Springs Aquatic Center Assessment – Bonner Springs, Kansas

Landmark Aquatic appreciates the opportunity to assess the conditions of the existing Bonner Springs Aquatic Center (1200 South 134th Street Bonner Springs, KS. 66012). We have prepared this proposal for your team in hopes of an upcoming partnership. Our goal is to provide your team with the information necessary to make an educated decision about the direction of your aquatic center, as you contemplate future investment.

Scope of Services

- ✓ Assessment of the existing conditions related to compliance with current health code requirements and standards of care. Report to include:
  - ▪ Review of health code issues related to public safety, ADA compliance, and operation.
  - ▪ Recommendations for correction.
  - ▪ Measurements of critical areas of the facility.
  - ▪ Estimate cost of any of recommended action.
- ✓ Visual examination of structural components of pool shell for structural integrity.
- ✓ Inventory and assessment of existing conditions of the filtration and recirculation system.
  - ▪ Inspect piping (pressure testing will be an add service if necessary).
  - ▪ Perform necessary calculations to determine effectiveness of existing system.
  - ▪ Analyze effectiveness of existing mechanical equipment (pumps, motors, starters, etc.)
  - ▪ Recommendations for repair/renovation and estimated cost.
- ✓ Assessment of all chemical control, storage and delivery systems for effectiveness and compliance with health and safety requirements.
- ✓ Preliminary schematic design option for a renovated facility along with a probable cost estimate (if deemed necessary).

Methodology

- ✓ Review appropriate documentation and records of the city.
- ✓ Conduct on site investigation and observation.
- ✓ Conduct inspection of pool structure, piping, pumps, filters and other mechanical systems.
- ✓ Review any and all construction drawings of the existing facility.
- ✓ Interviews with staff as necessary.

Assessment Schedule

- ✓ Preliminary Condition Assessment (to include static water test): Monday, September 22nd, 2025
- ✓ First meeting with staff, to report initial findings: Wednesday, October 1st, 2025
- ✓ Present draft of recommended improvements (to include cost): Monday, October 27th, 2025.
- ✓ Final Presentation of recommended improvements: November City Council meeting.

Bonner Springs Aquatic Center Audit Proposal

Who Is Landmark

Landmark Aquatic is the largest national commercial aquatics company in the United States. With a history of excellence spanning over four decades, we are dedicated to ensuring the success of aquatic facilities at every stage of their lifecycle. We offer a comprehensive suite of services from design and engineering, to construction, maintenance, renovation, restoration, chemical distribution, and more. Our design team is licensed in more than 40 states, and our construction group has completed over 500 projects totaling $1 billion in aquatic value in the past 20+ years. We maintain a service platform with more than 50 factory-trained, year-round technicians, serving over 500 aquatic facilities nationwide. Operating out of seven key metro areas across the United States, we collaborate seamlessly with engineers, architects, general contractors, and owners, tailoring our services from concept to completion, and beyond, to meet each client's specific needs.

Final Report

- ✓ Provide ten (10) copies of the final report to the appropriate city official.
- ✓ Attend one public meeting to present the findings of the audit.
- ✓ Provided summary of findings and recommendations.

Our team is excited about this project and welcome the opportunity to assist your team and serve the citizens of Bonner Springs. Please do not hesitate to reach out to us should you have any questions.

Fees

Audit and Presentation	$10,000.00
Total	**$10,000.00**

Bonner Springs Aquatic Center Audit Proposal

Refences

CITY OF WASHINGTON

Wayne Dunker
Director of Parks and Recreation
wdunker@washmo.gov
636.390.1080

CITY OF OAK GROVE, MO

Scott Matson
Director of Parks and Recreation
csmatson@cityofoakgrove.com
816.690.4003

JOHN BURROUGHS SCHOOL

Leslie Kehr
Head Coach
lgkehr@gmail.com
314.993.4040

CITY OF MOUNT VERNON, MO

Geoff Ford
Parks & Recreation Supervisor
grassmaster@hotmail.com
417.737.2547

GARMONG CONSTRUCTION

Dan Alcorn
Project Manager
dalcorn@garmong.net
812.480.9295

HOLLAND CONSTRUCTION

Doug Weber
Vice President
dweber@hollandcs.com
618.212.6710

CITY OF MEXICO, MO

Chad Shoemaker
Director of Parks and Recreation
cshoemaker@mexicomissouri.org
573.581.2100

CITY OF ST. PETERS, MO

Russ Batzel
City Administrator
rbatzel@stpetersmo.net
636.477.6600

GRAND COUNTRY RESORT

Glenn Robinson
President
glennr@grandcountry.com
417.239.7308

CITY OF NEW HAVEN

Kathy Trentmann
City Administrator
Kathy.trentmann@newhavenmo.org
573.237.2349

TURNER CONSTRUCTION

Todd Missel
Project Executive
misseltodd@gmail.com
816.527.3060

OMAHA JEWISH COMMUNITY CENTER (JCC)

Mark Martin
Executive Director
mmartin@jccomaha.org
402.334.6417

STATEMENT OF QUALIFICATIONS

Aquatic Assessment Services for the City of Bonner Springs, KS.

LANDMARK
AQUATIC

PHONE: 314-432-1801
ADDRESS: 156 Weldon Parkway, St. Louis, MO 63043
WEBSITE: landmarkaquatic.com

EXECUTIVE SUMMARY

Landmark Aquatic is the largest national commercial aquatics company in the United States. With a history of excellence spanning over four decades, we are dedicated to ensuring the success of aquatic facilities at every stage of their lifecycle. We offer a comprehensive suite of services from design and engineering, to construction, maintenance, renovation, restoration, chemical distribution, and more. Our design team is licensed in more than 40 states, and our construction group has completed over 500 projects totaling $1 billion in aquatic value in the past 20+ years. We maintain a service platform with more than 50 factory-trained, year-round technicians, serving over 500 aquatic facilities nationwide. Operating out of seven key metro areas across the United States, we collaborate seamlessly with engineers, architects, general contractors, and owners, tailoring our services from concept to completion, and beyond, to meet each client's specific needs.

We are committed to upholding the highest standards of quality, safety, and service, fostering long-term partnerships built on trust and expertise, going beyond the basics to deliver exceptional results. As a full-service provider, we cover every aspect of aquatic facility operations, assessing entire aquatic facilities, providing long-term preventative maintenance support through our AquatiCare Programs, and developing strategic capital improvement plans for long-term success.

The Landmark Mark of Excellence is a testament to our commitment to delivering exceptional aquatic solutions that balance cost, functionality, form, efficiency, and ease of operation. We believe that aquatic recreation plays a vital role in the physical, social, and economic health of communities, and our facilities are designed to strengthen family and community bonds, boost community pride, and create memorable experiences.

EXPERIENCE

We have successfully delivered hundreds of complex projects that transformed community recreational opportunities.

QUALITY

Our in-house engineering, construction, renovation, and service teams deliver to the highest standards with field-proven techniques.

STRENGTH

We have a single project bonding capacity of $30M and a spotless reputation for exceeding customer expectations.

KNOWLEDGE

We have decades of knowledge in all aspects of aquatics: design, construction, operations, and service.

OUR CORE VALUES

CUSTOMER-CENTRIC APPROACH

Put our customers at the heart of everything we do, understanding their needs and providing them with exceptional service and solutions.

POSITIVE COLLABORATION

Foster a culture of collaboration and open communication, embracing diverse perspectives and working together to achieve shared goals.

EXCELLENCE IN EXECUTION

Strive for exceptional quality in all aspects of our work, exceeding expectations and delivering outstanding results.

ADAPTABILITY AND INNOVATION

Embrace change, continuously seek opportunities to improve and innovate, and remain flexible and adaptive in a dynamic industry.

IN-HOUSE CAPABILITIES

In-house design, construction, and service capabilities are crucial when choosing a partner. Landmark's deep industry expertise and unique perspective provide significant value, ensuring your project is executed to the highest standards of excellence.

DESIGN

- Professionally licensed in over 40 states.
- More than $300M in construction value.
- Services from concept to completion.

CONSTRUCTION & RENOVATION

- 500+ commercial jobs completed.
- 200+ municipal projects.
- 150+ design-build projects.

SERVICE

- 500+ commercial customers.
- 150+ municipalities.
- 50+ year-round trained technicians.

UNIQUE QUALIFICATIONS

DIVERSE AND MEANINGFUL EXPERTISE: We design, engineer, build, renovate, service and educate. Our depth of knowledge with commercial aquatic facilities at every stage of their lifecycle is unmatched.

SUBJECT MATTER EXPERTS: Aquatics is our focus with no distraction building other types of projects.

LICENSED ENGINEERING PRACTICE: In-house engineering group licensed in over 40 states.

PORTFOLIO OF DESIGN-ASSIST AND DESIGN-BUILD PROJECTS: Nearly 90% of our deliveries are design-build.

CONSTRUCTION EXPERIENCE UNRIVALED: Tenure of manpower at all levels forms a winning team.

QUALITY CONTROL CHECKPOINTS: Reporting and accountability with self-performing workforce.

SERVICE AFTER CONSTRUCTION: Year-round technicians serving commercial facilities.

TRACK RECORD: Our proven results to deliver on schedule and quality are unrivalled in the marketplace.

ACCOUNTABILITY: Single entity with accountability and control of aquatic design and construction.

COST SAVINGS: Lower fees than traditional design only providers and the project is designed with the budget in mind so there are no unhappy surprises.

RISK MANAGEMENT: Change orders are virtually eliminated.

ESTABLISHED PRICE: Guaranteed costs are known early and throughout the process.

DESIGN BUILD

Agnes Nolting Aquatic Complex

The 9,250-square-foot pool located in Main Park includes features that can accompany everyone in your family. Features include zero-depth entry, splashpad, flume slide, 6-lane 25-yard lap pool, climbing wall, 1-meter diving boards, and a basketball hoop. This project also includes LifeFloor surfacing, foam-rubber flooring with barefoot traction.

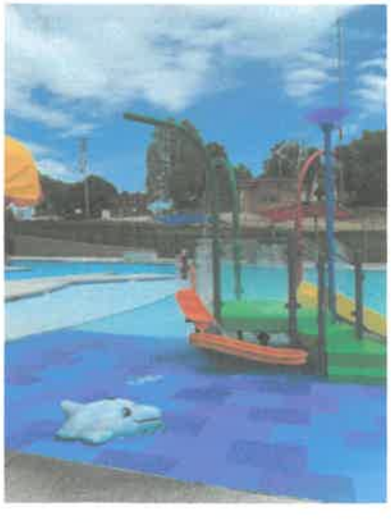
OWNER:
City of Washington

GENERAL CONTRACTOR:
Westport Pools

AQUATIC ENGINEER:
Westport Pools

LOCATION:
Washington, MO

YEAR COMPLETED:
2021



DESIGN BUILD

Fairgrounds Aquatic Center

This design-build new construction included a zero-depth entry, aquatic play unit, single flume slide, 1-meter diving board, climbing wall, water basketball and Aqua Zip'N. In addition to the pool, a spray pad was constructed. Infrastructure construction included a new bath house, pool deck, and shade structures.

OWNER:
City of Mexico

GENERAL CONTRACTOR:
Westport Pools

AQUATIC ENGINEER:
Westport Pools

LOCATION:
Mexico, MO

YEAR COMPLETED:
2021

DESIGN BUILD

John Burroughs School

At the John Burroughs School in St. Louis, a new natatorium opened in November 2020 that includes an 8-lane competition pool equipped for water polo, new locker rooms and spectator seating for 200+. The natatorium is part of a larger athletic enhancements project, impacting the school's field hockey, golf, lacrosse and squash programs.

OWNER:
John Burroughs School

GENERAL CONTRACTOR:
Paric

AQUATIC ENGINEER:
Westport Pools

LOCATION:
St. Louis, MO

YEAR COMPLETED:
2020

DESIGN BUILD

Omaha Jewish Community Center Indoor Facility

The Indoor Aquatic Center at Omaha's Jewish Community Center features a renovated 6-lane lap pool with starting blocks, a zero-depth entry leisure pool with a children's play structure, ADA lift, waterslide, and basketball hoop. The indoor facility also includes a lazy river and vortex.

OWNER:
Omaha JCC

GENERAL CONTRACTOR:
MCL Construction

AQUATIC ENGINEER:
Westport Pools

LOCATION:
Omaha, NE

YEAR COMPLETED:
2019

Omaha Jewish Community Center Outdoor Facility

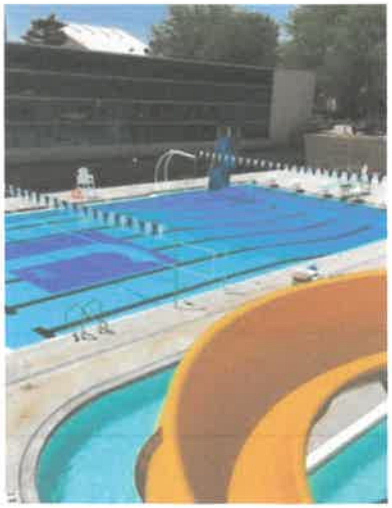
The Omaha Jewish Community Center outdoor facility, known as the Goldstein Family Aquatic Center, was a design build project that features an interactive play structure and dump bucket with zero-depth entry, a splashpad, leisure pool with zero-depth entry, ADA lift, and waterslide, a 6-lane lap pool with starting blocks, diving board, climbing wall and stair entry, and a lazy river.

OWNER:
Omaha JCC

AQUATIC ENGINEER:
Westport Pools

LOCATION:
Omaha, NE

YEAR COMPLETED:
2017



DESIGN BUILD

The Cove at St. Peters

The Cove at St. Peters features many different aquatic amenities for the whole family. The leisure pool is 8,000-square-feet with one of the widest zero-depth entries in the county with shade structures on each corner, an elevated play structure, water features including a dumping bucket, a slide, and underwater bench seating. The facility also includes a 3,200-square-foot activity pool that can be used for basketball, volleyball, aqua aerobics, water walking, and lap swimming. Families can also enjoy a shaded splashpad with 19 various spray features or the two intertwining waterslides that start from a 21-foot high platform. One slide is a 175-foot long open flume run-out body slide, and the other is a faster 120-foot closed tube run-out body slide.

OWNER:
City of St. Peters

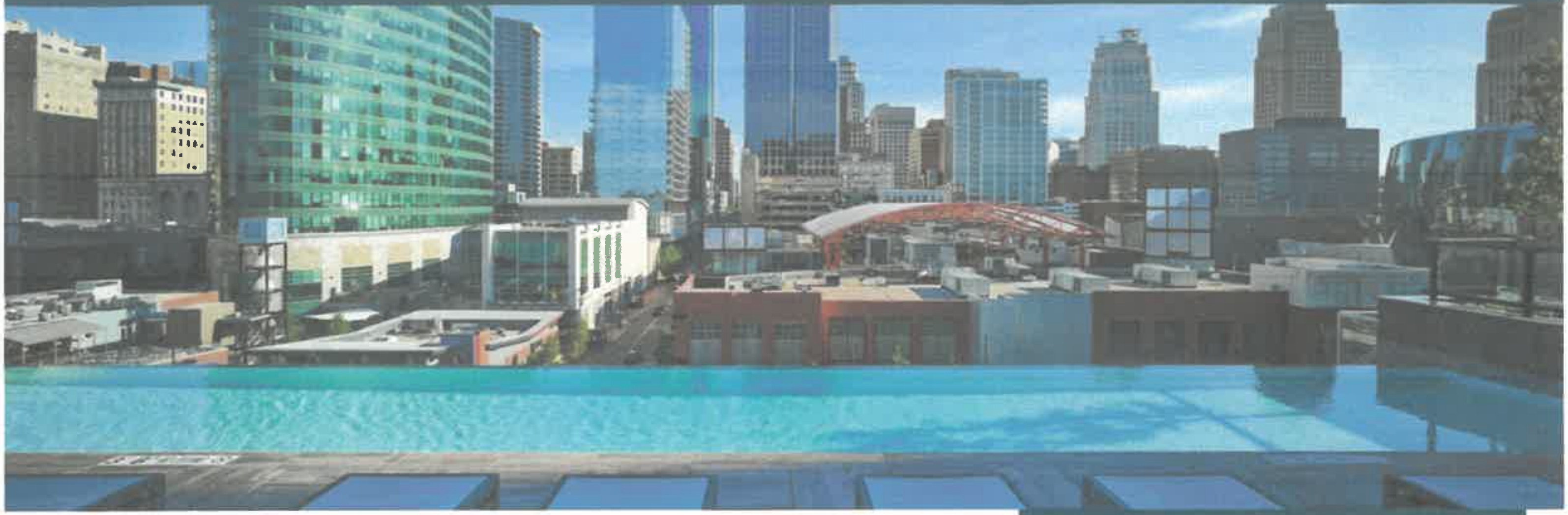
GENERAL CONTRACTOR:
Duggan

AQUATIC ENGINEER:
Westport Pools

LOCATION:
St. Peters, MO

YEAR COMPLETED:
2018

SELECT PROJECT EXPERIENCE



Two Light Luxury Apartments

Two Light Luxury Apartments are uniquely positioned at the vibrant intersection of the Power & Light District and the Crossroads Art District offering VIP access to the best of everything in Downtown Kansas City. Two Light was designed with meticulous attention-to-detail and is redefining the downtown apartment experience. Residents can enjoy 5-star resort-quality amenities, including a floating sundeck that overlooks downtown Kansas City and offers residents an infinity edge pool, lounge seating, grilling stations, cabanas, and fire pits. The infinity edge pool creates the perfect spot to view the city skyline on a warm summer day.

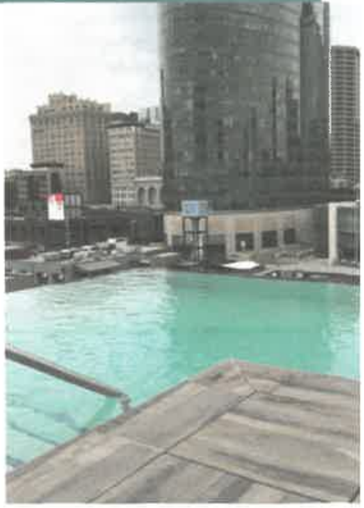
OWNER:
Two Light Apartments

GENERAL CONTRACTOR:
JE Dunn

AQUATIC ENGINEER & CONTRACTOR:
Landmark Aquatic

LOCATION:
Kansas City, MO

YEAR COMPLETED:
2016



Houston Marriott Marquis

This is about as cutting edge as it gets. The vision of a local developer was to take an acre and a half roof top deck and turn it into a water park. Centered around the lazy river in the shape of Texas with a stainless-steel pool shell, we have created a one of a kind destination property that will attract the convention and tourism to the great City of Houston. We are proud to say we took the lead on the planning and construction of this phenomenal and iconic water feature.

OWNER:
Marriott Marquis

AQUATIC CONTRACTOR:
Landmark Aquatic

GENERAL CONTRACTOR:
Balfour Beatty Welbro

AQUATIC ENGINEER:
Rida Development

LOCATION:
Houston, TX

YEAR COMPLETED:
2017

MATT CAPPELLO, PE

Director of Design

LANDMARK
AQUATIC

o. 314-432-1801 | d. 314-743-4831
156 Weldon Parkway,
Maryland Heights, MO 63043
landmarkaquatic.com

EDUCATION

BSME – Florida State University - 1992
MBA – Lindenwood University - 1998

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

Pool & Hot Tub Alliance (Certified Pool Operator)
American Society of Mechanical Engineers

LICENSES

- Missouri, No. 2003001010
- Alabama, No. 25951
- Arizona, No. 79501
- Arkansas, No. 19527
- California, No. 39634
- Colorado, No. 0055612
- Connecticut, No. 26503
- Delaware, No. 25109
- Florida, No. 90554
- Georgia, No. 47632
- Guam, No. ME2180
- Hawaii, No. 19195
- Idaho, No. P-21011
- Illinois, No. 62.071708
- Indiana, No. PE11900589
- Iowa, No. P246981
- Kansas, No. 27165
- Kentucky, No. 34499
- Louisiana, No 42966
- Maine, No. 11657
- Maryland, No. 55197
- Michigan, No. 6201310250
- Nebraska, No. E-17531
- Nevada, No. 28719
- New Hampshire, No. 16826
- New Jersey, No. 24GE04653600
- New Mexico, No. 29129
- New York, No. 082125
- North Carolina, No. 050388
- Ohio, No. 82695
- Oklahoma, No. 34017
- Oregon, No. 103958PE
- Pennsylvania, No. PE075662
- Rhode Island, No. 9011
- South Carolina, No. 39051
- South Dakota, No. 14001
- Tennessee, No. 122625
- Texas, No. 135719
- Utah, No. 12127052-2202
- Washington, No. 57322
- Washington DC, No. PE40001091
- West Virginia, No. 017688
- Wisconsin, No. E-48915
- Wyoming, No. 20007

PROFILE

Matt possesses a wealth of knowledge and design experience in combination with leadership and project management abilities that enrich the client experience. Matt has over 20 years of aquatic planning, design, and facility assessment experience where he has been principally responsible for managing and directing over 300 commercial, public-use aquatic facilities totaling well over $300 million in aquatic construction budgets. Matt's primary responsibility is acting as the main design and engineering liaison with the client throughout the entire project assessment, programming, design and construction process.

SELECT PROJECT EXPERIENCE

- Camp Blaz Military Base Physical Training Complex - Guam
- Ikego Military Base Living Support Facility - Japan
- University of Hawaii - Hilo
- 11-14 44th Drive Rooftop Pool – Long Island City, NY
- World Spa – Brooklyn, NY
- Fountaingate Gardens Gurwin Retirement Facility – Commack, NY
- John Burroughs High School – St. Louis, MO
- Jewish Community Centers, Atlanta, GA, Omaha, NE & Overland Park, KS
- Grand Country – Branson, MO
- City of Mexico – Fairgrounds Pool, MO
- City of Washington – Agnes Nolting Aquatic Complex, MO
- City of Pacific – Community Park Pool, MO
- Backwater Jack's Arena Pools – Osage Beach, MO
- Redhead Lakeside Grill and Cave Restaurant Pools – Osage Beach, MO
- Manual High School, Richwoods High School, Jamieson School - Peoria, IL
- Reserve at Mid Rivers Community Building - St. Peters, MO
- Sunnen Station II Residences Club House - Maplewood, MO
- Terra at the Grove Apartments - St. Louis, MO
- The Hill Apartments - St. Louis, MO
- Watermark Residential Complex- O'Fallon, MO
- Prairie Landing Clubhouse – Fort Wayne, IN
- Nisqually Elders Center – Olympia, WA
- Edwardsville Town Center Lofts, IL
- Centre College, Danville, KY
- Sheraton Clayton Pool, MO
- Wolfner Building Pool, St. Louis, MO
- 9956 3rd Avenue Rooftop Pool – Brooklyn, NY
- City of Albertville Recreation Center – Albertville, AL
- 1809 Emmons Avenue Rooftop Pool – Brooklyn, NY
- Zemurray Park Aquatic Facility – Hammond, LA
- Asphalt Green – Upper East Side & Battery Park– New York, NY*
- Florida State University, Morcom Aquatic Center – Tallahassee, FL*
- Ithaca College – Ithaca, NY*

* Work performed prior to joining Landmark Aquatic.

SEMINAR PRESENTATIONS

- Paddock Ultimate Pool Conference Partner Summit Expert Panel – 2021 & 2023
- Evoqua – Neptune Benson Aquatic Partner Summit Expert Panel - 2019
- "Energy Efficiencies for Large Commercial Pools"– Northeast Spa and Pool Association (NESPA) Show - 2011
- "Renovation Strategies" & "Making a Historic Pool Great: A Restoration and Activation Case Study" - NESPA Show - 2010
- "Designing Large Commercial Systems to Meet the New Sanitary Codes" - NESPA Show - 2009
- "Commercial Pool Filtration" NESPA Show – 2008

J. RYAN CASSERLY

Chief Executive Officer

LANDMARK
AQUATIC

o. 314-432-1801
156 Weldon Parkway,
Maryland Heights, MO 63043
rcasserly@landmarkaquatic.com

EDUCATION

BSACC – University of Missouri – Columbia - 1997

MBA – The Olin School of Business – Washington University - 2004

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

Pool & Hot Tub Alliance
(Certified Pool Operator - Instructor)

Pool & Hot Tub Alliance
(Certified Pool Operator)

American Shotcrete Association
(Pool and Recreational Shotcrete Committee).

American Concrete Institute (ACI) Voting Member of Committee 322, Concrete Pool and Watershape Code.

National Plasters Council (NPC)

Midwest BankCentre Advisory Board Member

University of Missouri 100 –
passionate advocate for higher education

PROFILE

Ryan serves as CEO of Landmark Aquatic with more than 26 years of experience in the construction industry. Ryan provides a strong knowledge of management and operational practices. His executive level experience at publicly traded companies brings additional perspective in operations and corporate best practices.

In his role, Ryan is responsible for all corporate functions which include construction activities, safety programs, quality initiatives, employee development, information technology, and risk management. In addition, Ryan has served as lead executive on both design-build and bid-build projects throughout the Midwest totaling over $180 million in aquatic value with specific responsibility for design development, specification planning, budgeting, and resource allocation.

SELECT PROJECT EXPERIENCE

- City of Mexico, Missouri
- City of Washington, Missouri
- City of New Haven, Missouri
- City of Salem, Missouri
- City of Houston, Missouri
- City of Merriam, Kansas
- MIZZOU South End Zone
- City of Decatur, Illinois
- Grand Country Resort
- City of St. Peters, Missouri
- City of Maryland Heights, Missouri
- City of Oak Grove, Missouri
- Omaha Jewish Community Center
- Overland Park Jewish Community Center
- Denver Jewish Community Center
- City of O'Fallon, Missouri
- Redhead Lakeside Grill
- Dog Days Bar and Grill
- Two Light Tower
- Encore at Forest Park
- Everly on the Loop
- Sunnen Station
- John Burroughs High School
- Mary Institute and Saint Louis Country Day School
- Belton High School
- Alinea Town and Country
- Village of Twin Oaks
- National Training and Coaching Development Center – Sporting KC
- 100 above the Park
- Trace on the Parkway
- Margaritaville KC

SEMINAR PRESENTATIONS AND PUBLICATIONS

- "Breathe New Life Into Your Aquatic Facility"– Water @ Work webinar
- "Amazing Play Spaces – Spray Pads In-Depth" Water @ Work webinar
- "ADA, VGBA and Health Codes...Oh My!" Water @ Work webinar
- "So You Want To Build A New Aquatic Facility" Water @ Work webinar
- "Ready, Set Go – Breath New Life Into Your Aquatic Facility" MPRA Conference
- "Maintenance: The Aquatic Fountain of Youth" MPRA Workshop
- "Lake of the Ozarks: A Midwest Destination" Shotcrete Magazine

JASON HILL

Strategic Development

LANDMARK
AQUATIC

o. 816-512-9092 | d. 816-872-2564
1801 Linn Street, Kansas City, MO 64116
landmarkaquatic.com

EDUCATION

Applied Science in Mechanical and Electrical Technology - USAF Community College

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

Pool and Hot Tub Alliance - Certified Pool Operator

United States Air Force - Active Duty Veteran

PROFILE

Jason has almost two decades of commercial aquatic experience with multiple large-scale national aquatic builders; both in the field and managements positions. Jason has worked as a Laborer, Plumber, Project Superintendent, and Project Manager, all of which provides him with a unique and thorough perspective in the construction and renovation of large scale commercial aquatics projects. Jason's responsibilities include estimating, contract document processing, plan review, submittal review, site coordination, QC management, client relationship management, subcontract coordination, and close-out documentation control. Jason's experience spans a wide geographic region, and a variety of aquatic's construction methods.

SELECT PROJECT EXPERIENCE

- Lenexa Civic Center – Lenexa, KS.
- Homestead Resort – Hot Springs, VA.
- Midwest Health Aquatic Center – Topeka, KS.
- Pasco Memorial Pool, Pasco, WA.
- South Mountain Kroc Center – Phoenix, AZ.
- Memphis Kroc Center – Memphis, TN.
- Kapolei Kroc Center Remediation – Kapolei, HI.
- Coeur d' Alene Kroc Center – Coeur d' Alene, ID.
- Norfolk Kroc Center – Norfolk, VA.
- Loveland High School Indoor Competition Pool – Loveland, CA
- Central Spokane YMCA – Spokane, WA.
- Fremont YMCA – Fremont, NE.
- Brighton Oasis Aquatic Park – Brighton, CO.
- Luther College – Decora, IA.
- La Alma Park – Denver, CO.
- North Spokane YMCA – Spokane, WA.
- Seattle VA Polytrauma Center – Seattle, WA.
- Merriam Community Center – Merriam, KS.
- Sar-Ko-Par Aquatic Center – Lenexa, KS.
- Blue Surf Bay Water Park – Blue Springs, MO.
- Blue Springs High School Indoor Competition Pool – Blue Springs, MO.
- Belton High School Indoor Competition Pool – Belton, MO.
- Wilderness Ridge Country Club – Lincoln, NE.
- Marshfield Aquatic Center – Marshfield, MO.
- Glasgow Community Pool – Glasgow, MO.
- High Tide – Osage Beach, MO.
- The Encore – Lake Ozark, MO.
- The Oxbow, North Kansas City, MO.
- Valley Center Recreation Center – Valley Center, KS.
- University of Kansas Renovation – Lawrence, KS.
- Margaritaville Resort – Kansas City, KS.
- The Jewish Community Center of Kansas City Splash Pad – Overland Park, KS.

waters edge
AQUATIC DESIGN

PROPOSAL RESPONSE FOR

BONNER SPRINGS AQUATIC PARK CONDITION ASSESSMENT

CITY OF BONNER SPRINGS, KANSAS

Due: Tuesday, September 2, 2025

Submitted by
Waters Edge Aquatic Design LLC
1153 Southwest Blvd., Ste. 202
Kansas City, KS 66103
(913) 438-4338

September 2, 2025

City Clerk
City of Bonner Springs
P.O. Box 38, 200 East 3rd Street
Bonner Springs, KS 66012

Dear City of Bonner Springs:

We appreciate the opportunity to submit a proposal for the Bonner Springs Aquatic Park Condition Assessment. Waters Edge Aquatic Design is an engineering and design firm founded by aquatic engineers, but our experience in aquatics goes well beyond. Our staff includes former city aquatic directors, lifeguards, and swim coaches. It's through this expertise that Waters Edge understands a swimming pool's true impact on a community's well-being and quality of life.

Based on our understanding of the desired services, our goal is to conduct a comprehensive evaluation of the Bonner Springs Aquatic Park to understand its existing conditions. To achieve this, we will review the major components of the facility, including building structures, pool structures, pool deck and fence, pool water treatment systems, pool recirculation systems, and pool deck equipment. Additionally, we will meet with staff to discuss any areas of concern, maintenance challenges, and potential opportunities for improvement.

Upon completion of the in-person condition assessment, we will compare the existing facilities with current design standards, identify health and safety hazards, as well as code and design non-compliance issues. A summary of our findings, including recommended repairs and improvements, will be provided, along with cost estimates by a licensed professional engineer. A final presentation reflecting this information will be presented to the City Council.

The communities we work with become part of who we are at Waters Edge, and we cherish the connections. Even after the final report is given, and eventually the doors open to your improved aquatic center, we are still just a phone call away for anything you might need. Our team is dedicated to providing high-quality services to the City throughout this process.

Assisting Waters Edge will be SFS Architecture. This firm is an expert in the industry. Their experience with municipalities will ensure that your vision for the Bonner Springs Aquatic Park continues.

I, Kyle McCawley, P.E., will serve as the project manager and lead engineer. I have spent over 20 years as a project manager in the aquatic industry. I am excited about this opportunity to lead our team to ensure the City of Bonner Springs' needs are met. I am truly energized by the idea of enhancing the Bonner Springs Aquatic Park for the next generation of guests.

We are excited about helping you and look forward to working with you.
Sincerely,

Kyle A McCawley

Kyle McCawley, P.E.
Waters Edge Aquatic Design
kmccawley@wedesignpools.com

waters edge
AQUATIC DESIGN

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TABLE OF CONTENTS

TEAM QUALIFICATIONS AND EXPERIENCE

waters edge
AQUATIC DESIGN

1153 Southwest Blvd., Ste. 202
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info@wedesignpools.com
www.wedesignpools.com

BACKGROUND

Waters Edge Aquatic Design is an award-winning engineering and design firm founded in the year 2000 by engineers passionate about serving communities through water recreation. Today, co-founder and principal owner Jeff Bartley, P.E. leads a diverse team of engineers, designers, planners, and consultants. The team uniquely includes former city aquatic directors, lifeguards, and swim coaches. It is through this dynamic team that Waters Edge understands the aquatic industry intricacies and its local impact. This makes Waters Edge qualified in offering a wide range of services and customizable offerings, which include planning, studies, design, construction administration, and post occupancy support.

THE MISSION at Waters Edge is to enhance quality of life by conceptualizing and realizing aquatic designs as a cornerstone of health and recreation.

THE GOAL at Waters Edge is to guide the aquatic solutions that best fit a community and make it a reality.

SERVICES

Plan

- Feasibility Studies and Master Plans
- Capital Improvement Planning
- Public Engagement
- Evaluations and Assessments
- Needs Analysis
- Concepts and Magnitude of Costs

Design

- Schematic Design
- Probable Costs
- Design Development
- Construction Documents
- Permitting
- Contracting Procurement

Build

- Site Visits and Progress Reports
- Quality and Progress Review
- Shop Drawing Review
- Substantial Completion/Warranty Review

Swim

- Training and Support
- Operational Planning
- Business Planning
- Maintenance Forecasting
- Operational Trouble shooting

AQUATIC PROJECTS
910

AQUATIC AWARDS
40

AQUATICS INTERNATIONAL

DREAM DESIGN AWARDS

Aquatics International is a publication dedicated exclusively for the aquatics industry. Every year they celebrate what they identify as industry leading aquatic designs. We have been honored to receive Dream Design awards over various years for multiple projects as shown below.

Sabetha Aquatic Center - Sabetha, Kansas

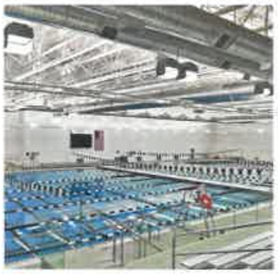
Parrot Cove
Indoor Waterpark
Garden City, Kansas

Long Branch Lagoon
Waterpark
Dodge City, Kansas

Shawnee Splash
Waterpark
Shawnee, Oklahoma

Black Bob Bay
Waterpark
Olathe, Kansas

Schifferdecker
Aquatic Center
Joplin, Missouri



R-VII School District
Aquatic Center
Lee's Summit, Missouri

Cascade Falls
Aquatic Center
Ankeny, Iowa

Shawnee County
Aquatic Center
Topeka, Kansas

Gladstone Community
Center
Gladstone, Missouri

Waukee
YMCA
Waukee, Iowa

Shoal Creek Valley
Aquatic Center
Kansas City, Missouri

Pella
Aquatic Center
Pella, Iowa

Furman
Aquatic Center
Ames, Iowa

Rock River Rapids
Waterpark
Derby, Kansas

Oleson Park
Sprayground
Fort Dodge, Iowa

SFS Architecture Driven by Connections

At SFS, we enrich communities through meaningful collaborations and purposeful design. Design is what we do; it's what we love. And what we love most is design that is dynamic and sustainable, enduring and enriching – design that builds relationships between people, their communities and the larger environment. For 50 years, our client-focused process has resulted in architecture that connects beauty with function and our clients' vision with reality. Each project begins and ends with discovery: of an organization's unique needs; of a community's character and aspirations; of the details that spark the "big idea" behind each design.

Successful projects begin with strong relationships. We engage our clients in a collaborative dialogue throughout the process. We exchange ideas, share expertise and – above all – we listen. Through open, candid communication, we gain consensus and create truly successful design.

Our studio is comprised of 40 staff members, including 16 full-time licensed architects, NCIDQ qualified interior designers and support staff, many of whom are LEED and/or WELL accredited professionals, collaborating with one another, our clients and our consultants to deliver outstanding service and value

sfsarchitecture

SFS Architecture Inc.
2100 Central Street, Suite 31
Kansas City, MO 64108
816.474.1397
www.sfsarch.com

Contact
Brian Garvey, AIA, DBIA, LEED AP
bgarvey@sfsarch.com
816.541.2277 (direct)

Years company has completed similar projects
50

Number of parks and recreation projects conducted over the last 10 years
150+

Total Staff
40

KYLE MCCAWLEY, P.E.

AQUATICS ENGINEER

With over 20 years of experience, Kyle excels at making the complexities of aquatic design and engineering easy to understand for clients. As a project manager, he sets clear goals and objectives early on to maintain a vision, ensuring efficient outcomes that satisfy clients. Passionate about enhancing community quality of life, Kyle tailors each project to meet the unique needs of every community, delivering exceptional results.

Kyle welcomes others to share in his knowledge by presenting at industry conferences on topics, such as maintenance plans, water safety, and pool renovations. As a former lifeguard and certified swimming coach, he understands aquatic spaces from both user and designer perspectives, creating functional and enjoyable environments.

Education

BS | Mechanical Engineering | Kansas State University, Manhattan, Kansas

Registrations

Professional Engineer (PE)
Lic. AR, IA, IL, KS, MO, NE, OK

National Council of Examiners for Engineering and Surveying (N.C.E.E.S.)

Civic Involvement

Model Aquatic Health Code, Technical Support Committee

Public Works Advisory Committee, City of Leawood, KS

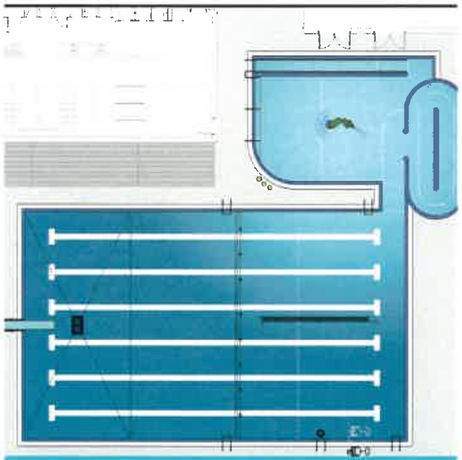
Conference Presenter (ARPA, MPRA, WWA)

waters edge
AQUATIC DESIGN

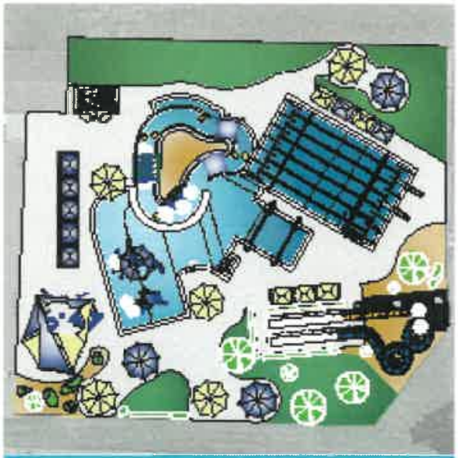
Projects of Note

Ames, IA - New Aquatic Center, Indoor pool
Centerton, AR - Community Center, Indoor pool
Chesterfield, MO - Feasibility Study, Outdoor aquatics
Clarksville, AR - Clarksville Aquatic Center, Outdoor/indoor pools*
Conway, AR - Aquatic Feasibility Study, Outdoor/indoor pools*
Derby, KS - Indoor Pool Study, Indoor aquatics
Des Moines, IA - Feasibility Study, Outdoor pool
Grand Island, NE - Study and Master Plan, Outdoor waterpark
Kearney, MO - Facility Planning, Outdoor/indoor aquatics
McCook, NE - McCook YMCA, Indoor pools
Newton, KS - Newton Swimming Pool, Outdoor aquatic center*
 2021 Dream Design Award
Nevada, MO - Assessment and Planning, Outdoor pool
North Platte, NE - Cody Pool Study, Outdoor pool
Olathe, KS - Study and Planning, Outdoor and Indoor pool
Ozark, AR - Ozark Community Center, indoor pool*
Valley Center, KS - Aquatic and Fitness Center, Indoor pool

*Project completed while with another firm



McCook YMCA Indoor
McCook, NE



Nevada, MO - Assessment and Planning, Concept

BRIAN HILL, AFO-I, CPRP

PROJECT MANAGER

Brian has nearly 20 years of experience in the public sector of the aquatics industry; providing him with extensive experience in managing facilities, staffing, special events, and understanding the day-to-day maintenance that is necessary to keep a facility running effectively. Specializing in pool chemistry and physical operations and maintenance, Brian brings a unique element to Waters Edge Aquatic Design's team. He thrives in understanding the functionality of a facility, and what it takes to keep the pool itself running, while also understanding and incorporating community needs. Brian's experience equips him with what is needed for guaranteed success both operationally, and structurally, for any project he works on.

2015 & 2022 Outstanding Aquatic Professional Award
Kansas Recreation and Park Assoc.

Education

BA | General Studies | Fort Hays State University, Hays, KS

Professional Qualifications

Aquatics Facility Operator Instructor (AFO-I)

Certified Parks and Recreation Professional (CPRP)

Trainer for First Aid and CPR (Professional Rescuer)*

American Red Cross Water Safety Instructor, Lifeguarding, and Pool Operator Certification

Civic Involvement

Kansas City Metro Aquatics Council Board Member

Founder of Kansas Aquatics Watersafety and Swimming, Nonprofit drowning prevention

Wichita Swim Meet Event Coordinator

Board member of Wichita Parks Foundation

Former Kan. Rec. & Park Assoc. Aquatics Branch Board Member

waters edge
AQUATIC DESIGN

Projects of Note

Andover, KS - YMCA Tornado Repairs, Outdoor/indoor aquatics
Burlingame, KS - Assessment, Outdoor aquatics
Derby, KS - Indoor Pool Study, Indoor aquatics
Des Moines, IA - Feasibility Study, Outdoor aquatics
Garden Plain, KS - New Swimming Pool, Outdoor aquatics
Goddard, KS - Blast Off Bay Waterpark, Indoor operational consulting
Kansas City, MO - Aquatics Master Plan, Outdoor/indoor aquatics
Miami, OK - Pool Master Plan, Outdoor aquatics
Mount Vernon, IA - Aquatics Feasibility Study, Outdoor/indoor aquatics
Newkirk, OK- 7Clans Casino, Operations assessment
North Platte, NE - Cody Pool Study, Outdoor pool
Purcell, OK - Spray Ground Improvements, Outdoor aquatics
Roeland Park, KS - Operational Consulting, Outdoor aquatics
Valley Center, KS - New Recreation Complex, Indoor aquatics
Valley Center, KS - Spray Ground/Pool Improvements, Outdoor aquatics
Wichita, KS - City Aquatic System, Outdoor renovations & conversions

Andover, KS - YMCA Amenities Additions

Harvest Park Pool
Wichita, KS

BRIAN GARVEY, AIA, LEED AP BD+C

Brian Garvey is an Associate at SFS. His diverse experience throughout the industry spans all aspects of design and construction. Brian's portfolio of work includes a broad range of project types, with a special emphasis on programming, facility master planning, feasibility studies and design of community recreation facilities. He is accustomed to working with public entities and has successfully managed and executed projects that have demanding goals for consensus, budget, schedule, quality and sustainability. Brian's dedication to detail, along with his organization, commitment, and a passion for high-quality design has been recognized and appreciated by clients. His ability to communicate his planning and design work graphically through a broad knowledge of 2D and 3D digital media is just another of his many strengths.

Brian has an excellent understanding of the architectural design phase and has honed the ability to work comfortably and efficiently within each discipline of the project team. As a LEED Accredited Professional, Brian is committed to utilizing sustainable design principles on all of his projects.

Firm
SFS Architecture

Experience
11 Years

Education
Bachelor of Architecture,
University of Kansas

Registrations
Licensed Architect: MO
LEED Accredited Professional BD+C
NCARB Certified

Affiliations
American Institute of Architects,
Associate Member

Historic Kansas City Foundation
Young Preservationists Forum

Community Involvement
Nelson Atkins Museum of Art,
Friends of Art

Northland Trails and Greenway

PROJECT EXPERIENCE - SELECT LISTING

- Pleasant Hill Aquatic Center, Pleasant Hill, MO
- Mission Family Aquatic Center, Mission, KS
- Maring Aquatic Center, Chanute, KS
- Seneca Aquatic Cenbter, Seneca, KS
- Chautauqua Aquatic Center, Beloit, KS
- Fort Scott Aquatic Center, Fort Scott, KS
- Fairway Pool Renovation/Addition, Fairway, KS
- Osage Prairie YMCA Natatorium Addition, Nevada, MO
- Olathe Community Center and Natatorium at Stagecoach Park, Olathe, KS
- Excelsior Springs Community Center and Natatorium, Excelsior Springs, MO
- Blue Springs Community Center and Natatorium Master Plan, Blue Springs, MO
- Raymore Community Center Feasibility Study, Raymore, MO
- Northland Regional Community Center Feasibility Study, Kansas City, MO
- Northeast Community Center Study and Phase 1 Sports Complex, Kansas City, MO
- Blue Springs Fieldhouse Renovation, Blue Springs, MO
- Stagecoach Park Improvements, Olathe, KS
- Legacy Park Amphitheatre, Lee's Summit, MO
- Linden Square at Gladstone Village Center, Gladstone, MO
- Mahaffie Stagecoach Stop and Farm New Livestock Barn and Visitor Center Improvements, Olathe, KS

PROJECT APPROACH

Existing Facility Assessment Methodology

Your facility analysis begins with understanding your goals, history, and facility story. It's important that we listen to your operating staff describe their challenges and frustrations.

During the facility analysis, we will review the original design drawings and specifications, and tour the facilities to observe the actual operating conditions. The intention of the facility analysis is to understand where the facilities are in regards to functionality, and what the known and actual conditions of the facilities are. Having a good understanding about existing conditions allows us to determine what type and kind of recommendations are best suited for your specific project. We use this analysis to recommend improvements, both in the immediate and long-term future.

We will evaluate the areas and systems as identified in the RFP.

To give you a better understanding of what to expect, some of the key items we evaluate are:

- Pool condition
- Deck & structures
- Features & amenities
- Water quality
- Water loss potential
- ADA & VGB compliance
- Diving clearances
- Comparison with State and City standards, as applicable
- Chemical systems
- Filter systems
- Recirculation systems
- Building condition
- Building systems
- Electrical systems

Opinion of Probable Cost

As we assess your facility, an estimated cost will be determined on what it would take financially to address problem issues. This cost estimating will also include budgets for repairing, maintaining, or replacing facility components, as requested in the RFP. The reports will be presented in a manner so that the decision-makers can decide the best course of action for the future of the Bonner Springs Aquatic Park.

Final Report & Recommendations

A final report will be prepared to recap the findings of the study and offer recommendations for determining the operational future of the aquatic facility. Our recommendations will be based on the analysis of all areas identified in the scope. In addition to the final report, the team will present findings to the City Council.

RELEVANT PROJECT EXPERIENCE

CONDITIONS ASSESSMENT

NEVADA, MISSOURI

Conditions Assessment Presentation Slide Sample: Phase I

Water Treatment and Filtration

- 3 sand filters
- Replace filtration sand/media
- Replace internal piping of filters
- Replace corroded valves
- Replace corroded metallic components

waters edge
AQUATIC DESIGN

Due to aging issues, a significant water leak of over 400,000 gallons per month, the City of Nevada swimming pool was closed down in 2022. Waters Edge was hired to perform a conditions assessment of the pool to help provide professional insights to decision makers on the needed repairs and estimated costs. After the conditions assessment was presented in December 2022, Waters Edge was retained to consult the City of Nevada through a planning process, which included public engagement, an online survey, project website and concept plans for pool improvements.

2D Concept Plan: Phase II

Services Provided

Phase I

- *Facility assessment*
- *Improvement costs*

Completion
December 2022

Phase II

- *Public engagement support*
- *Pool concepts 2D*
- *Capital and operational costs*
- *Magnitude of cost*

Completion
August 2023

Client Reference

Richard Brockman
Parks & Rec Director
(417) 448-5540
rbrockman@nevadamo.gov

waters edge
AQUATIC DESIGN

OUTDOOR POOL PLANNING

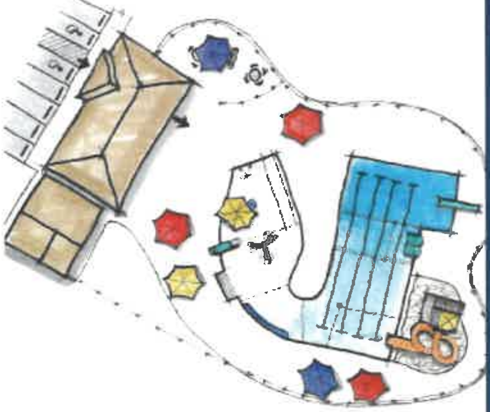
KINGMAN, KANSAS

Concept Features

- *3 season indoor pool*
  - *1-meter diving*
  - *Climbing wall*
  - *25 yards lap pool*
  - *In-water volleyball*
  - *In-water basketball*
- *Outdoor pool*
  - *Open body slide*
  - *Plunge area*
  - *Toddler slide*
  - *Underwater bench*
  - *Zero-depth entry*
  - *Sprays*
- *Indoor party area*

Client Reference

Greg Graffman
City Manager
620-532-3111
graffman@cityofkingman.com



waters edge
AQUATIC DESIGN

The City of Kingman currently offers a traditional z-shaped swimming pool that lacks modern amenities and has reached the end of its useful life. Additionally, it is in a floodway of the Ninnescah River and renovating the swimming pool is not possible. Waters Edge Aquatic Design worked with the City on planning for a new aquatic facility, exploring both outdoor and and outdoor/indoor concept.

The Waters Edge team worked alongside City staff and community leaders to host several community meetings, including a poolside event that allowed community members to learn about possible options while also being able to see the conditions of the existing pool in person. A fundraising event was held to educate possible donors and interested community members about the options and locations, and materials were provided to community leaders to promote a fundraising campaign.

Our team at Waters Edge Aquatic Design created a project website that allowed community members to learn about the project, see concepts, scroll through sample images of features and amenities, and submit feedback through an online survey. Within the website was a FAQ section that provided answers to multiple questions that possible donors may be interested in. The centralized website for information made it easier for fundraiser to provide consistent messaging to donors

SHAWNEE SPLASH WATERPARK

SHAWNEE, OKLAHOMA

2016 *Aquatics International* Dream Design Award

Waters Edge Aquatic Design engineers provided the City of Shawnee with a feasibility study of the existing 1930s WPA pool. Multiple options were studied, ranging from simple renovations to complete replacement. The final design saved portions of the bathhouse and diving well, which allotted more of the City's budget to afford more modern aquatic play features

Since the existing diving basin was too shallow for 1-meter and 3-meter diving, Waters Edge designers deepened the pool by raising the walls and the deck. The end result is a very unique elevated diving well with a cascading water fall along the face of the pool.

The facility also complements the surrounding park by providing a spray ground and concession area that can be utilized during events in the park, with a unique barrier fence approach. The project also restored the appearance of the bathhouse closer to its original 1930s appearance, which was important in keeping with part of the historical significance to the park.

Quick Facts

Water Surface Area
8,890 sf

Construction Cost
$3.7 Million

Completion
2015

Features

- *Zero-depth entry*
- *1 and 3-meter diving*
- *Log roll*
- *2 Climbing walls*
- *Current channel*
- *Interactive play structure with dumping bucket*
- *Water bench with shade*
- *Underwater bench*
- *Body and family slides*
- *Spray ground*

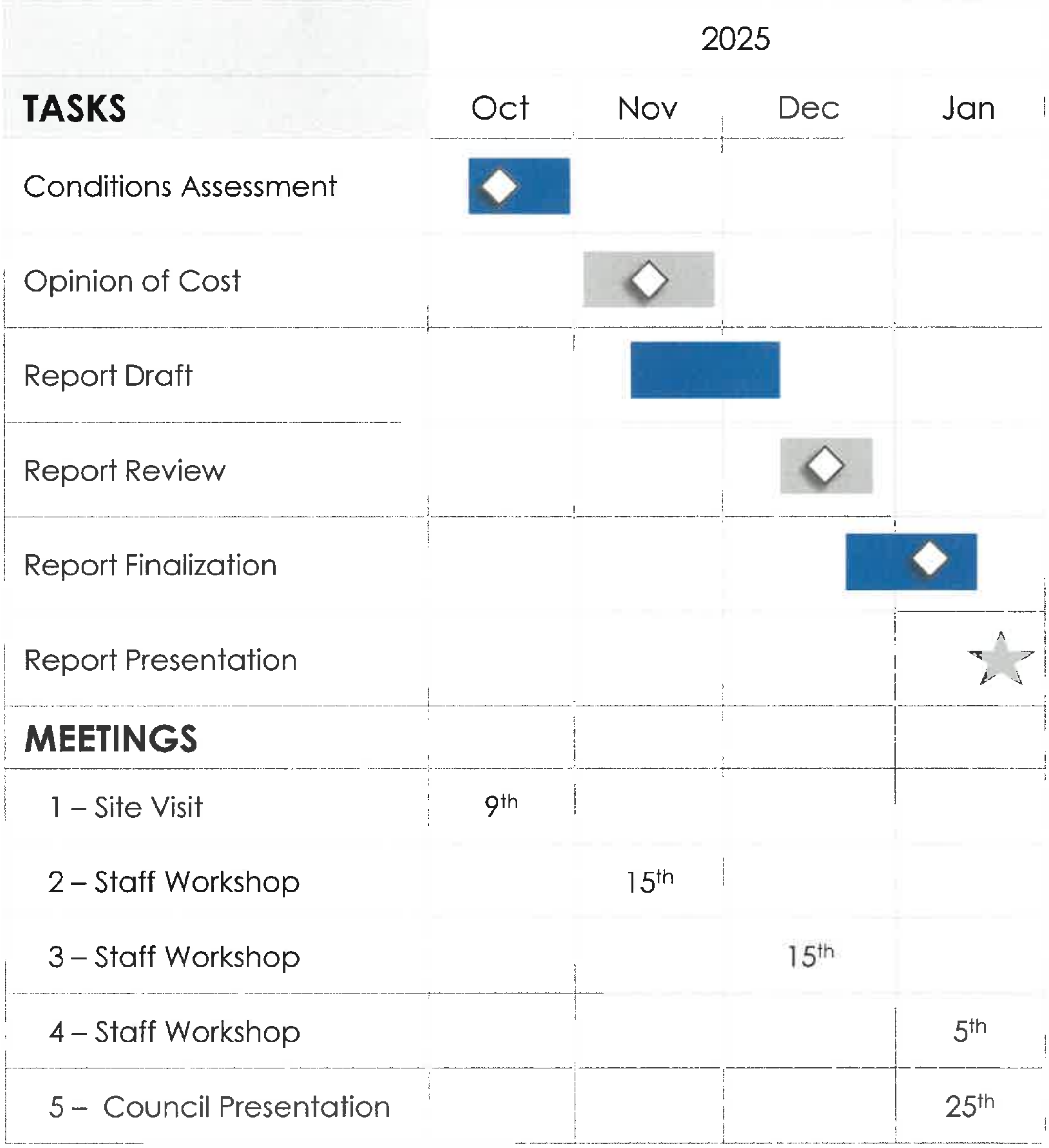
Client Reference

Aquatic Supervisor
(405) 878-1528
shawneesplash@shawneeok.org

waters edge
AQUATIC DESIGN

PROPOSED PROJECT SCHEDULE AND REQUESTED FEE

Bonner Springs Aquatic Park Condition Assessment



	2025			
TASKS	Oct	Nov	Dec	Jan
Conditions Assessment	■◇■			
Opinion of Cost		■◇■		
Report Draft		■	■	
Report Review			■◇■	
Report Finalization			■	■◇■
Report Presentation				★
MEETINGS				
1 – Site Visit	9th			
2 – Staff Workshop		15th		
3 – Staff Workshop			15th	
4 – Staff Workshop				5th
5 – Council Presentation				25th

Requested Fee:

For our services and scope of work listed above and in the submitted proposal, we request a lump sum fee of $27,500 (not to exceed), including our direct expenses such as travel, printing, copying, and related items.

REFERENCES

Outdoor Pool Improvements - Columbus, Nebraska Joe Krepel Aquatics Coordinator - Columbus Parks & Recreation (402) 563-3222 joe.krepel@columbusne.us
Kirksville Aquatic Center - Kirksville, Missouri Rodney Sadler Deputy City Manager (620) 785-3938 rsadler@kirksvillecity.com
Outdoor Aquatic Center Feasibility Study - Marion, Iowa Seth Staashelm Parks and Recreation Director (319) 447-3589 sstaashelm@cityofmarion.org
Riverside Family Aquatic Center - Moline, Illinois Eric Griffith Parks and Recreation Director (309) 524-2421 egriffith@moline.il.us
Taylor Park Splashpad - Muscatine, Iowa Richard Klimes Parks and Recreation Director (563) 263-0241 rklimes@muscatineiowa.gov

waters edge

AQUATIC DESIGN

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Matt Beets

Subject: Approve Change Order and Final Payment of the 2025 Concrete Project

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Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve Change Order No.1 (final) with Celtic Concrete in the amount of $33,540, revising the total contract amount for the 2025 Concrete Project to $135,455 and approve final payment.

Background:

On August 25, 2025, the City Council awarded the 2025 Concrete Project to Celtic Concrete for the amount of $101,915. The project included curb and gutter replacement, sidewalk reconstruction, and driveway approach work throughout the city as outlined in the 2025 Concrete Repair Program.

The project was designed to improve pedestrian safety, correct tripping hazards, and replace deteriorated concrete at several priority sites identified through annual inspections.

Discussion:

During construction, Public Works staff identified several additional locations in need of repair that aligned with the original project intent. These additions were incorporated into the contract using existing unit pricing, which remained favorable compared to other contractors previously performing related work.

Key additions included:

- <u>Kansas Avenue Sidewalk Repairs</u>: Approximately 400 square feet of deteriorated and unsafe sidewalk were replaced. Portions had been disturbed during prior stormwater work, and Celtic Concrete's unit cost was lower than the original stormwater contractor's rate.

- <u>Kump Avenue Sidewalk Replacement</u>: Approximately 700 square feet of settled and uneven sidewalk near the bridge were replaced to eliminate tripping hazards and restore ADA compliance.

- <u>Miscellaneous Curb and Sidewalk Repairs</u>: Several smaller sites throughout the community were added to address immediate safety concerns discovered during the project.

Sufficient funds were available in the 2025 Street Maintenance Program to accommodate these additions without impacting other planned improvements. This represents the final and only change order for this project.

Financial Impact: The total amount of Change Order No. 1 is $33,540, bringing the revised total contract amount to $135,455. Funding is available in the 2025 Street Maintenance Fund under the Concrete and Sidewalk Repair Program.

CELTIC CONCRETE

October 1, 2025

INVOICE #1234

Bill to		Ship to
Customer	City of Bonner Springs, Kansas	
Address	200 E Third Street, PO Box 38	
Phone	(913) 441-1961	

Qty.	Units	Description	Unit price	Discount	Line total
5000	S.F.	Fire Station Apron	$10.00		$50,000.00
1854	S.F.	Cedar Sidewalk	$10.00		$18,540.00
497	L.F.	Cedar Curbs	$45.00		$22,365.00
1028	S.F.	Cedar Apron	$10.00		$10,280.00
84	S.F.	2nd Street Sidewalk	$10.00		$840.00
96	L.F.	2nd Street Curbs	$45.00		$4,320.00
850	S.F.	2nd Street Apron	$10.00		$8,500.00
720	S.F.	Nettleton Sidewalk	$10.00		$7,200.00
260	S.F.	Allcutt Sidewalk	$10.00		$2,600.00
673	S.F.	Kump Sidewalk	$10.00		$6,730.00
408	S.F.	Kansas Sidewalk	$10.00		$4,080.00
				Subtotal	$135,455.00
				Sales Tax	0.00
				Total	**$135,455.00**

Celtic Concrete
4111 Frisbie Road, Shawnee, Kansas, 66226
p.(913)406-7691 | celticconcrete99@gmail.comhappiest@example.com

Memorandum

Date: October 13, 2025
To: Mayor and City Council
From: Amber Vogan

Subject: Interlocal Agreement with the Unified Government for Resident Access to Waste Services and Events

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Recommendation: The City Manager recommends approval.

Action: Make a motion to authorize the City Manager to execute an interlocal agreement with the Unified Government for waste services and events.

Background: The previous trash service arrangement with the Unified Government (UG) included a monthly administrative fee of $2.78 per residential account. This fee was paid to the UG for residents to utilize County waste services and participate in events such as Dumpster Days, Household Hazardous Waste events, and the Recycling and Yard Waste Center. In late 2022, the City notified the UG that we would discontinue these services effective January 2023, and stop charging this fee to residents. However, our residents have continued to utilize these services. Recently, our City was notified that the UG can no longer offer these services and events to residents outside KCK because we are not paying the user fees.

Discussion: Like our City, the UG utilizes an enterprise fund with user fees, paid through trash service billing, to cover the cost of these services. With Bonner Springs no longer paying the UG for trash service or extra waste services, an interlocal agreement is required to continue to allow our residents to participate in these beneficial services and events. The UG will track our residents' participation in their services and events, then bill the City annually for usage on a per-visit basis for 2025 and 2026 in the amounts of $2.97 and $3.54, respectively. The agreement will automatically renew unless terminated by either party. The rates will be adjusted as necessary to cover the cost of service.

Financial Impact: The UG provided the City with a report of our residents' historic usage of these services. Based on this usage, we anticipate the cost to the City will be less than $500 annually. This will be paid from the Solid Waste Enterprise Fund and covered with user rates which will be adjusted as necessary during our review and adoption of utility rate fees.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, KANSAS, AND THE CITY OF BONNER SPRINGS, KANSAS

This Interlocal Agreement ("Agreement") is entered into this ______ day of ____________________________, 2025, by and between the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as "Unified Government" or "UG") and the City of Bonner Springs, Kansas (hereinafter referred to as "Bonner Springs"), for the purpose of allowing Bonner Springs residents to access specific waste services and events offered by the Unified Governments Solid Waste Division.

1. Purpose. The purpose of this Agreement is to outline the terms and conditions under which residents of Bonner Springs may participate in select services and waste-related events provided by the Unified Government, including tracking, billing, and compensation.

2. Services and Events Covered. This Agreement applies to the following events and services provided by the Unified Government (collectively, "HHW Services"):

- Household Hazardous Waste Events
- Dumpster Days
- Recycling and Yard Waste Center

3. Tracking and Verification. The Unified Government shall maintain a log or electronic system to track participation by Bonner Springs residents. Verification may include ID checks, utility bills, or other reasonable forms of residency confirmation as agreed upon by both parties.

4. Fee per Visit. Bonner Springs agrees to compensate the Unified Government for each time a Bonner Springs resident uses the disposal services. Such compensation shall be calculated on a per visit/per resident basis for each eligible event or service listed in Section 2. The amount of compensation paid for each use will be equal to the monthly amount billed to Kansas City, Kansas, residents for services.

The per visit fee for the calendar year of 2025 shall be $2.97. The per visit fee for the calendar year 2026 shall be $3.54.

5. Annual Billing. The Unified Government will invoice the City of Bonner Springs annually, by December 31 of each year, based on the total number of Bonner Springs resident visits during the prior calendar year. Payment shall be due within 60 days of invoice receipt.

6. Annual Rate Adjustment. The per-visit fee may be subject to an annual adjustment based on a cost-of-service study conducted by the Unified Government, or other relevant cost factors, but shall not be less than the rate charged to Kansas City, Kansas residents.

7. Term and Termination. This Agreement shall be effective upon execution by both parties and shall remain in effect for one (1) year, automatically renewing annually unless terminated by either party with 90 days written notice.

8. Amendments. This Agreement may be amended only in writing, with the mutual consent of both parties.

9. Entire Agreement. This document constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements or understandings, whether written or oral.

Unified Government of Wyandotte County/Kansas City, Kansas

By: ____________________________

Name:

Title:

Date:

City of Bonner Springs, Kansas

By: ____________________________

Name:

Title:

Date:

City Manager's Update

Date: October 10, 2025

To: Mayor and City Council

GENERAL:

- **New Business Updates:**
  - **DMV Satellite Office** – The UG will "go live" Thursday, October 16th with a grand opening and ribbon cutting ceremony later in the month or in early November. Once the date for the grand opening and ribbon cutting is confirmed, the UG will send out a press release which we will share.
  - **QuikTrip** – plans to open their second location at 300 S. 129th Street (corner of Speaker Road & K-7) by the end of the year with the exact date to be announced later.
  - **Range 23** – Continues to remodel the interior of their new space at 127 Oak Street, and will continue to operate their Taproom in the meantime. Their brewery space will open in 2026 with a date to be determined.

- **New Art Sculpture:** We purchased a sculpture for Center Park on Nettleton! It is a solar-lit ladybug (pictured with the artist to the right) at a cost of $500. The solar lights charge during the day and come on at night. The Tourism Committee really liked this sculpture and we were excited to add it to our permanent installations.

LIBRARY:

Visit the library's website [HERE](#) for details on upcoming events.

Mobile Mammogram Event:
Saturday, October 18, 9:00-3:00

The Wyandotte County Health Department in partnership with Diagnostic Imaging is bringing the mobile mammogram unit back to the library. Call 913-344-9989 for an appointment. (flyer attached)

13th Annual Boo Bash
Saturday, October 25, 12:00-2:00

Enjoy games, tour the Spook House, great spooky tunes, storytime, and more!

FIRE DEPARTMENT:

- Three members attended the 80-hour Hazardous Materials Technician Class: Firefighters West, Leon, and Quick
- Two members enrolled in the Central Jackson County Fire Protection District Paramedic Program: Firefighters Miller and Megee
- The new engine is in Olathe, and we anticipate it being to us by late October with it fully in service by early November.
- The new ambulance is currently being built with anticipated delivery by mid-November.
- The new front apron/ramp has been poured. Thank you to Matt Beets from Public Works for taking on the contractor role for us on that project.
- Hiring process for the Deputy Fire Chief is underway. We received 18 total applications with five chosen to move to the second phase and two for the third phase of the process. This process included three internal applicants.
- The Open House was a huge success, thank you to all the crews for all their hard work to get us ready and showing up to host the community, and especially to Firefighter Megee for all his hard work in coordinating the event.
- Total number of alarms (calls) YTD as of 10-6-2025: 1,407
    - EMS: 889
    - Fire: 40
    - Other: 478
- Auto-Aid / Mutual-Aid responses YTD:
    - KCKFD:
        - To: 142
        - From: 44
    - Edwardsville:
        - To: 86
        - From: 112
    - Fairmount FD*:
        - To: 12
        - From: 9
    - Leavenworth County District 2*:
        - To: 7
        - From: 0

    *****_To and From LVCO D2 and Fairmount were calls on I-70_

PUBLIC WORKS:

- Streets & Parks Division:
    - Completed full-depth patching on 134th Street (approximately 40 tons of asphalt used).
    - Mowed city properties and maintained ROW.
    - Completed patching on:
        - Allcutt (utility repair).
        - Spring Street (utility repair).
    - Tractor-mowed Loops Fields.
    - Performed dirt work, seeding, and installed seed mat on Kansas Avenue at the culvert pipe replacement site.
- Water & Wastewater Utility Maintenance:
    - Finalized hydrant replacement and elevation work along Locust Street.
    - Hauled AB-3 for facility support.
    - Disconnects at 120 Oak St. (fire line and two services).
    - Three employees participated in certification testing.

- Water & Wastewater Plant Operations
    - Current water quality:
        - Hardness: 153 mg/L
        - Manganese: 0.023 mg/L
        - No quality complaints reported.
    - Wastewater Plant:
        - UV System fully operational.
        - Awaiting KDHE approval to trial RE-76 chemical to reduce phosphorus.
        - Submitted EPA Compliance Plan by the October 5 deadline.
- Capital Improvement Projects
    - 138th Street Reconstruction Project as of October 7, 2025:
        - Water System: 100%
        - North & South Retaining Walls: 100%
        - Phase I Overburden Excavation: 95%
        - ATMOS Gas Line Installation: 100%
        - Storm Sewer Installation: 60%
        - Curb & Gutter: 10%
        - Revised Completion Date: Due to delays in gas utility coordination, the project completion is now expected in early Spring 2026. All infrastructure and earthwork will be completed prior to winter shutdown, with surface asphalt, markings, and turf restoration scheduled for early 2026.
    - 2025 Concrete Replacement Project: Complete
        - Fire Station apron
        - Library sidewalks
        - Centennial Park and Farmers Market lot
        - Additional sidewalks on Kump Avenue (Spring Creek Bridge) to address trip hazards.
    - 2025 Street Resurfacing Program:
        - Pre-construction is complete.
        - Work is scheduled to begin the week of October 20th.
    - Vehicle Storage Building:
        - Concrete slab work is scheduled to begin the week of October 13th.
    - Storm Drainage System – Kansas Ave. & 132nd Street
        - A contractor has completed the stormwater pipe replacement at this location.
        - City crews are providing all site restoration tasks.

COMPLETED PLANNING PROJECTS - 2025

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
JANUARY PLANNING COMMISSION - FEBRUARY GOVERNING BODY																	
ECP-01-25	January 3, 2025	The 120 on Oak	120 Oak St	Earth Change Permit	SR	APPROVED							Cohorst Enterprises Inc.	CC	NA	1	
BZA-08-24	November 20, 2024	Matt Riddell	705 W. Morse	Variance - setback	BZA	APPROVED	January 21, 2025	APPROVED					Matt Riddell	GR		1	0.1504 +/-
BSZO-04-24	October 16, 2024	Entertainment District Zoning	City Wide	UDO Amendment	PC/CC	APPROVED			January 21, 2025	APPROVED	January 13, 2025	APPROVED	Staff	NA	NA	NA	NA
SUP-04-24	November 19, 2024	Daniel Earhart	23920 W. 43rd St	Special Use Permit	PC/CC	APPROVED			January 21, 2025	APPROVED	February 10, 2025	APPROVED	Daniel Earhart	LI	NA	1	6.03+/-
~~BSRZ-05-24~~	~~November 19, 2024~~	~~Vance Tran~~	~~13040 Cannan Drive~~	~~Rezoning~~	~~PC/CC~~	Withdrawn by applicant			~~January 21, 2025~~	~~APPROVED~~	~~February 10, 2025~~	~~PENDING~~	~~Vance Tran~~	~~GC~~	~~HC~~	~~1~~	~~.8669 +/-~~
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
FDP-01-25	February 13, 2025	Eldon Hix	11939 Kaw Drive	Floodplain Development Permit	SR	APPROVED							Eldon Hix	HI	NA	1	5 +/-
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
RP-01-25	January 10, 2025	Replat - Willard's Way	1715-1725 S. 138th Street	Replat	PC/CC	APPROVED			February 25, 2025	APPROVED	March 10, 2025	APPROVED	Wensheng Wang	GR	NA	3	.563 +/-
~~BZA-01-25~~	~~January 14, 2025~~	~~Variance Request~~	~~526 Lake Forest Drive~~	~~Setback Variance~~	~~BZA~~	Withdrawn by applicant	~~February 18, 2025~~	~~PENDING~~					~~Bill Giles on behalf of Owners~~	~~GR~~	~~NA~~	~~1~~	~~.306+/-~~
SUP-01-25	January 15, 2025	APAC Bonner Quarry	1800 S. 122nd Street	SUP Renewal	PC/CC	APPROVED -1yr			February 25, 2025	APPROVED	March 10, 2025	APPROVED	APAC	HI	NA	1	750 +/-
MARCH PLANNING COMMISSION - APRIL GOVERNING BODY																	
NO MEETING HELD IN MARCH - LACK OF AGENDA ITEMS																	
APRIL PLANNING COMMISSION - MAY GOVERNING BODY																	
SUP-02-25	February 26, 2025	Country Stampede - Matt Tholen	633 N. 130th St	Special Use Permit	PC/CC	APPROVED			April 15, 2025	APPROVED	May 12, 2025	APPROVED	Country Stampede	RR	NA		
SUP-01-25	January 15, 2025	APAC Bonner Quarry	1800 S. 122nd Street	SUP Renewal	PC/CC	APPROVED			April 15, 2025	APPROVED	May 12, 2025	APPROVED	APAC	HI	NA	1	750 +/-
MAY PLANNING COMMISSION - JUNE GOVERNING BODY																	
BSRZ-01-25	April 1, 2025	Archer Meadows	13905 Archer Road	Rezoning	PC/CC	APPROVED			May 20, 2025	APPROVED	June 9, 2025	APPROVED	Greg Woolard	LA	LR	1	20+/-
FP-01-25	April 1, 2025	Archer Meadows	13905 Archer Road	Final Plat	PC/CC	APPROVED			May 20, 2025	APPROVED	June 9, 2025	APPROVED	Greg Woolard	LR	LR	2	10+/- ea.
MP-01-25	May 1, 2025	Minor Plat	400 N. 134th Street	Minor Plat	SR	APPROVED							Atlas land Consulting on behalf of Property Owners	RR	NA	2	22+/-
ST-01-25	April 9, 2025	Riverbend Garage - Contractor Garages	23920 W. 43rd St	Site/Landscape Plan Review	SR	APPROVED							Daniel Earhart	LI	NA	1	4.8+/-
JUNE PLANNING COMMISSION - JULY GOVERNING BODY																	
BZA-01-25	February 28, 2025	Ron Domerse	1755 S. 136th St	Special Exception	BZA	APPROVED	June 17, 2025	APPROVED					Ron Domerse	GR	NA	2	.88+/-
RP-02-25	February 28, 2025	Ron Domerse	1755 S. 136th St	Replat	PC/CC	APPROVED			May 20, 2025	APPROVED	June 9, 2025	APPROVED	Ron Domerse	GR	NA	7	5.76+/-
JULY PLANNING COMMISSION - AUGUST GOVERNING BODY																	
EV-01-25		Sandstone Townhomes	Multiple	Easement Vacation	CC	APPROVED					August 11, 2025	APPROVED	Sandstone Townhomes	MR	N/A		
AUGUST PLANNING COMMISSION - SEPTEMBER GOVERNING BODY																	
BSCP-01-25	May 14, 2025	Comp Plan Updates	City Wide	Comp Plan Change	PC/CC	APPROVED			August 19, 2025	APPROVED	September 22, 2025	APPROVED	City Staff				

ONGOING/PENDING PLANNING PROJECTS

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 - 2023-2024																	
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+/-*
BSCP-02-24	June 7, 2024	Epic Resorts - Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	PENDING			July 16, 2024	APPROVED	September 9, 2024	PENDING	EMAP KC, LLC Destination KCK	INDUSTRIAL	MX - Mixed Use	1	79 +/-
BSRZ-04-24	October 29, 2024	Epic Resorts - Destination KCK	720 N. 118th St	Rezoning	PC/CC	PENDING			January 21, 2025	PENDING	January 13, 2025	PENDING	EMAP KC, LLC	LI	ENT	1	79.8 +/-
LS-01-24	February 14, 2024	Loun Property	13230 Riverview Ave	Minor Plat	SR	PENDING							Phillip Loun	RR	NA	1	9.86+/-
2025 PENDING PLANNING PROJECTS																	
OCTOBER PLANNING COMMISSION - NOVEMBER GOVERNING BODY																	
SUP-02-25	August 18, 2025	Whippoorwill Substation	Compass 70 Logistic Center	Special Use Permit	PC/CC	PENDING			October 21, 2025	PENDING	November 10, 2025	PENDING	Evergy	LI	NA	1	
BSZO-01-25	August 20, 2025	UDO Amendments	City Wide	UDO Amendments	PC/CC	PENDING			October 21, 2025	PENDING	November 10, 2025	PENDING	City Staff	NA	NA	NA	NA
BSZO-02-25	PENDING	Floodplain Regulations Update	City Wide	Municipal Code	FEMA/KDA/CC	PENDING FEMA APPROVAL					PENDING	PENDING	City Staff	NA	NA	NA	NA
FP-02-25	September 11, 2025	Spencer's Way	13901 Archer Rd	Final Plat	PC/CC	PENDING			October 21, 2025	PENDING	November 10, 2025	PENDING	Sharon Spencer	LR	NA	2	76.06 +/-
ST-02-25	September 12, 2025	Ice Vending Machine	608 S. 130th St	Site/Landscape Review	SR	PENDING							PENDING	GC	NA	NA	NA
NOVEMBER PLANNING COMMISSION - DECEMBER GOVERNING BODY																	
RP-03-25	September 29, 2025	319 Lake Forest Dr - Replat	319 Lake Forest Dr.	Replat	PC/CC	PENDING			November 18, 2025	PENDING	December 15, 2025	PENDING	Stilley (Homewoner)	GR	NA	1	

Mark Lee - Community Development Director

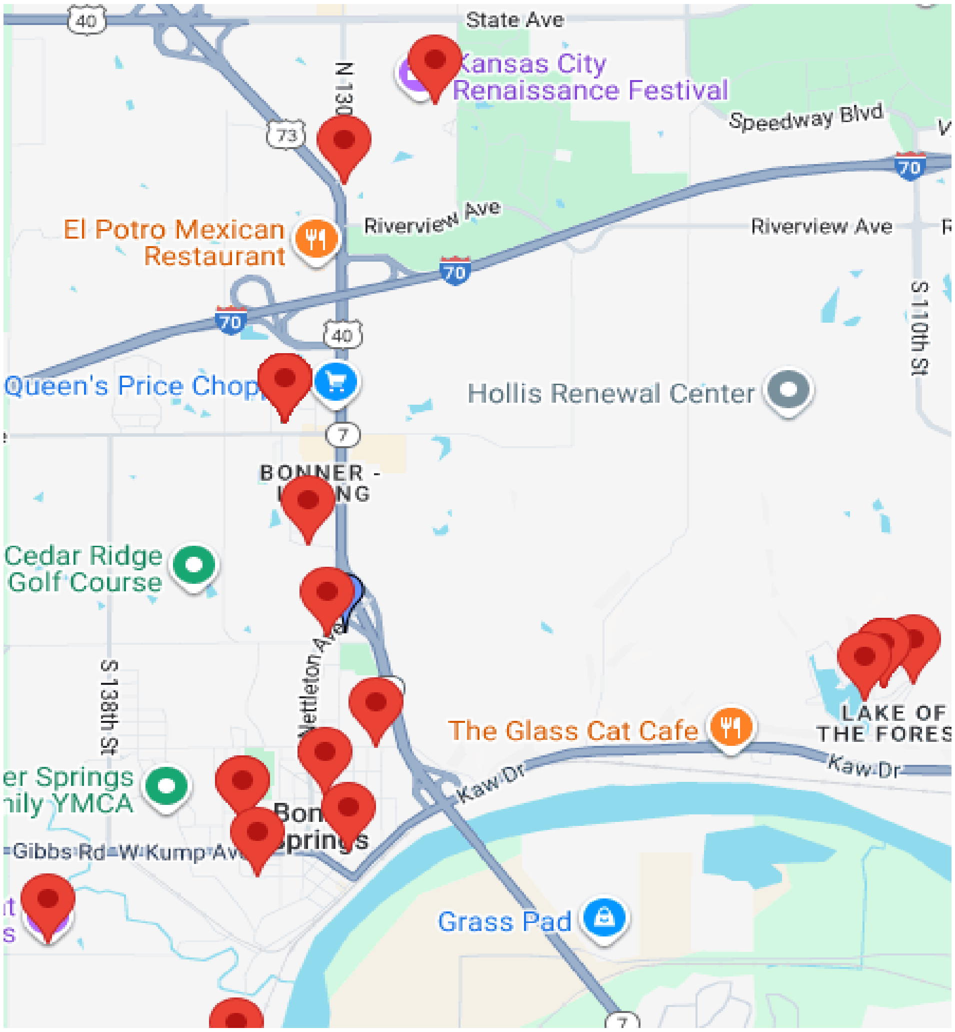
SR = Staff Review **PC = Planning Commission** **CC = City Council** **BZA = Board of Zoning Appeals**

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 9/1/2025 THRU 9/30/2025

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION	0
COMMERCIAL REMODEL	1
COMMERCIAL ROOF	0
DECK	1
DRIVEWAY	0
DEMOLITION	0
ELECTRICAL	1
FENCE	1
FIREWORKS	1
GENERAL INSPECTION	0
MECHANICAL	5
OPEN FLAME	0
PLUMBING	9
POOL, ABOVE GROUND	0
POOL, IN GROUND	0
RESIDENTIAL ACCESSORY STRUCTURE	0
RESIDENTIAL MANUFACTURED MOVE-IN	0
RESIDENTIAL NEW/ADDITION	2
RESIDENTIAL REMODEL	5
RESIDENTIAL ROOF	2
RIGHT OF WAY	1
SIGN	0
TENT	2
UTILITIES OFF	0
TOTAL NEW PERMITS	**31**
TOTAL ACTIVE PERMITS	**119**


State Ave
40
Kansas City Renaissance Festival
Speedway Blvd
N 130
73
70
Riverview Ave
Riverview Ave
El Potro Mexican Restaurant
70
70
40
S 110th St
Queen's Price Chop
Hollis Renewal Center
7
BONNER - SPRINGS
Cedar Ridge Golf Course
Nettleton Ave
S 138th St
The Glass Cat Cafe
LAKE OF THE FORES
Kaw Dr
Kaw Dr
er Springs
nily YMCA
Bonner Springs
Gibbs Rd W Kump Av
Grass Pad
7

CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

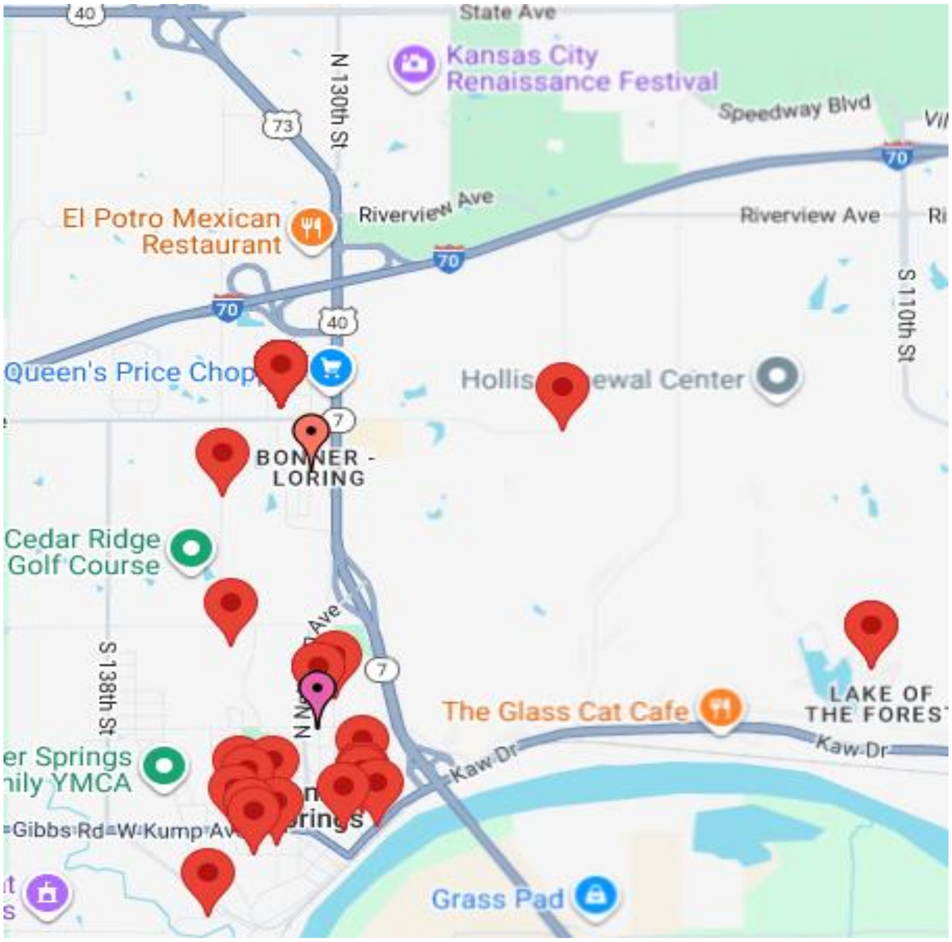
INCIDENT CODE: *-All **USER: mstites**

DATES: 9/1/2025 THRU 9/30/2025

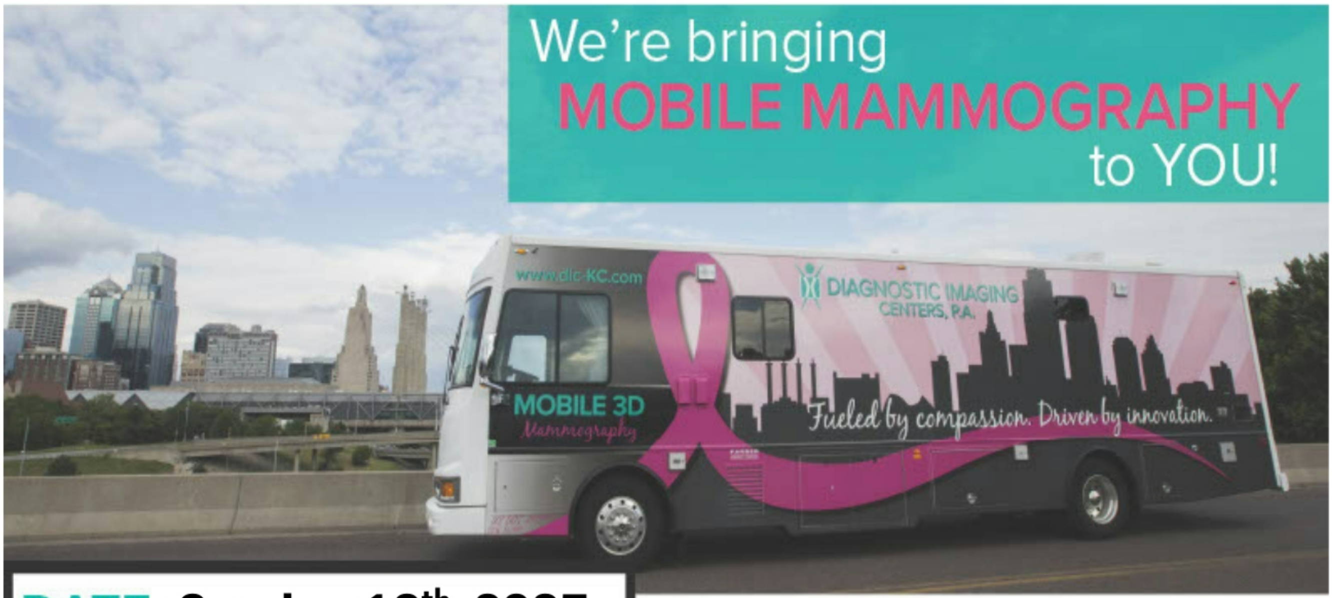
****

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH	1	32	12
GENERAL	3	192	29
INOPERABLE/UNLICENSED/ON-GRASS	4	414	120
OUTSIDE STORAGE	3	330	108
PERMIT CHECK	15	581	0
PROPERTY MAINTENANCE	5	214	117
SIGNS	15	686	0
SNOW & ICE	0	11	0
TALL GRASS/WEEDS	6	491	11
COURT	7		
TOTALS	**59**	**2951**	**401**

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



We're bringing MOBILE MAMMOGRAPHY to YOU!



DATE: **October 18th, 2025**

TIME: **9:00 am - 3:00 pm**

LOCATION:
Bonner Library
201 N Nettleton
Bonner Springs KS, 66012

Call to schedule your appointment today:
913-344-9989

Please bring your insurance card.

- When scheduling your mammogram, tell the scheduler that the appointment is on the mobile coach for the date listed above.
- Women 35-39 years of age are eligible for a screening baseline mammogram. They should check with their insurance provider prior to the screening for plan eligibility and coverage.
- Women 40 years or older do not need an order.
- Your most recent screening mammogram should be 12 months or more prior to the current mammogram for insurance coverage reasons. Please check with your insurance provider for coverage if you are earlier than 12 months.
- Please complete the Breast Imaging Form and the Medical Records Release Form, then provide them at the time of your appointment. **You will also need a photo id, your insurance card, and the name of your primary care physician.**
- On the day of your mammogram, please refrain from wearing deodorant, lotion, or perfume from the waist up. Also wear a two-piece outfit so you don't have to fully disrobe.

Walk-ins welcome!

DIAGNOSTIC IMAGING
CENTERS, P.A.

UNIFIED GOVERNMENT · Wyandotte County · Kansas City, Kansas

Public Health
Prevent. Promote. Protect.

BONNER SPRINGS CITY LIBRARY

Bonner Springs Mayor's Report

Date: October 13, 2025
To: City Council

General

- Had some fun along with Councilmembers Rodger Shannon & Dani Gurley as we hosted a Mock City Council on 9/22. The main attendees were 2nd graders from BSE, along with staff and some parents/grandparents. Hopefully they walked away with a bit more knowledge on their city government.
- Attended the Hard Hat Tour of Happy Hearts Working new facility on 9/24. The associates are excited about the new facility coming together, including the 4 that will be able to experience independent living.
- Attended the School Board meeting on 10/6 to support Megan Gilliland with her presentation of the NPR plan to the school board.
- Along with Amber Vogan, met with Rep. Sharice Davids and staff to discuss shutdown impacts, on 10/10.

Boards

- Attended the MARC board meeting on 9/23, via ZOOM.
- Attended the Johnson & Wyandotte Council of Mayors on 10/8. Desoto hosted the event and we had a very informative discussion on new language that is being inserted in new federal grants. Lawyer representatives & the Sheriffs from both counties attended, along with Ron Miller who is the US Marshall for the Kansas District.

Events

- Attended the POW/MIA Memorial Service at Wyandotte County Lake on 9/19.
- Attended the Ribbon Cutting on 10/3 for CST Sweets and was asked to say a few words. The event was well attended, and if Friday & Saturday (10/3 & 10/4) are any indication, they should be here for quite some time.
- Attended the Fire House Open House 10/4. Was able to witness them in action as they received an emergency call which required deploying the EMS & Pumper crew.
- Attended the NAACP Freedom Luncheon held in the Sunflower Room on 10/4. A wonderful event and a fantastic Keynote Speaker.
- Attended the LKM meetings on 10/9 thru 10/11, representing Bonner Springs.
- Provided a quick welcome & thank you to staff members at the opening of the Staff Professional Day on 10/13.