



ADDENDUM # 02

DATED: 7/09/2026

RFP #43141

Amphitheater Management, Operations, Programming & Promotion Services

The Purchasing Division must inform you of the following:

1. Is the Unified Government anticipating or requiring any capital (CapEx) investments from the selected operator? If so, are there minimum investment expectations or required improvements?

The RFP does not establish a specific minimum capital investment amount or required operator funded capital improvement as a condition of award.

However, the RFP does request that offerors identify any proposed operator investment or venue enhancement opportunities. Proposers are encouraged to identify any proposed capital investments, facility improvements, equipment upgrades, technology improvements, patron experience enhancements, accessibility improvements, operational improvements, or other investments they believe would benefit the Amphitheater.

2. Can you provide the historical annual operating expenses for the venue for the past three to five years?

The average cost to operate Azura for the past three years has been approximately \$1.4 million per year.

3. What is the Unified Government's desired number of annual event days and

overall utilization goals for the facility?

The Unified Government desires the Amphitheater to be actively and consistently utilized throughout the operating season, with the goal of maximizing high-quality events, community benefit, attendance, revenue opportunities, and overall facility activation.

Historically, prior agreements have included a commercially reasonable efforts standard to provide a minimum of twelve (12) high-quality events per year of operation. The Unified Government views this as a reasonable baseline expectation, however, proposers are encouraged to identify opportunities to increase utilization beyond this level.

4. Can you provide the current stage specification, including stage dimensions, roof loading capacity, rigging capabilities, available power, and other production infrastructure?

See attached Tech Pack document as well as the most recent Structural Evaluation Memo which provides rigging, power, and load limit information.

5. How many buses, trucks, and trailers can be accommodated within the backstage and loading areas?

See attached 2026 Tech Pack document.

6. Are any Unified Government employees assigned full-time or part-time to support the amphitheater or surrounding property?

No Unified Government employees are assigned full-time or part-time to support the Amphitheater's day-to-day operations.

The selected operator will be responsible for staffing, managing, maintaining, and operating the Amphitheater in accordance with the final agreement. The Unified Government may coordinate with the selected operator as needed regarding matters involving the surrounding property, capital improvements, emergencies, or other issues that require Unified Government involvement; however, operational support should not be assumed.

7. Is there an inventory of furniture, fixtures, equipment (FF&E), and other movable assets owned by the Unified Government that will convey with the

operating agreement? If so, could you please provide that inventory?

The Unified Government has not identified any FF&E or movable assets currently located at the facility as Unified Government owned, and the availability of any such items for use by the selected operator cannot be guaranteed.

The selected operator should be prepared to provide, obtain, maintain, and replace all FF&E, tools, supplies, and other movable assets necessary to operate the Amphitheater, unless otherwise agreed to in the final operating agreement.

8. Is the operator required to pay annual rent, a management fee, or any other fixed payment to the Unified Government?

The final financial structure will be determined through the RFP evaluation and contract negotiation process.

Under the current operating agreement, the operator pays a facility fee to both the Unified Government and the City of Bonner Springs based on a set rate for each paid ticket sold during the season. The Unified Government anticipates that the selected operator will be required to provide some form of financial consideration, fee, revenue share, rent, management fee, facility fee, or other payment structure as part of the final agreement.

9. Which revenue streams are retained by the operator, and which are shared with or remitted to the Unified Government (including ticketing fees, parking, concessions, sponsorships, premium seating, facility fees, merchandise commissions, and ancillary revenues)?

The final allocation of revenue streams will be determined through the RFP evaluation and contract negotiation process.

Under the current operating agreement, the Unified Government receives a facility fee based on a set rate for each paid ticket sold during the season. The operator generally retains operating revenues associated with the Amphitheater, subject to the terms of the agreement and any applicable taxes, fees, licenses, or other legally required payments.

10. While we understand there is no operating subsidy, would the Unified

Government consider allowing the operator to retain or participate in tourism, transient guests, admissions, or other tax-related revenues that could support venue operations?

The Unified Government is not committing through this RFP to allow the selected operator to retain, receive, or participate in tourism, transient guest, admissions, sales, alcohol, or other tax-related revenues.

11. What contract term is the Unified Government seeking, and what renewal options are anticipated?

As outlined on page 5 of the RFP, the length of the contract will be from January 1, 2027 through at least December 31, 2027. The exact length of the contract term as well as any options to renew will be negotiated as part of the contract that is awarded.

12. Who is responsible for utilities and infrastructure costs, including electricity, water, sewer, internet, telecommunications, and other ongoing facility expenses?

The selected operator is expected to be responsible for utilities and ongoing facility operating expenses associated with the Amphitheater, subject to the terms of the final negotiated agreement.

Under the current operating agreement, the operator is responsible for utility expenses related to the operation of the Amphitheater, including but not limited to natural gas, electricity, water, and telephone service. The current agreement also places responsibility on the operator for garbage and refuse service, year-round landscape maintenance of the Amphitheater, janitorial duties, post-event cleaning, and maintenance and repair of interior Amphitheater areas, including but not limited to the VIP pavilion, stage, dressing rooms, walkways, concession areas, office areas, restrooms, seating areas, and the general admission area in front of the stage.

13. Would the operator have the ability to utilize adjacent park property for camping during festivals or other special events?

The selected operator should not assume the ability to utilize adjacent park property, or Sunflower Hills Golf Course, for camping during festivals or special events.

At this time, the Unified Government does not anticipate allowing camping on adjacent park property as part of the Amphitheater operation. The surrounding park areas include public park amenities, including shelters that may be reserved and rented by the public, and the Unified Government intends to preserve the availability of those areas for general public use.

14. Would the Unified Government consider allowing the operator to expand into the adjacent park property to accommodate larger-scale festivals or events utilizing both the amphitheater and surrounding park?

The selected operator should not assume the ability to expand into adjacent park property, or Sunflower Hills Golf Course, as part of the regular operation of the Amphitheater.

The surrounding park areas include public amenities, including shelters that may be reserved and rented by the public, and the Unified Government intends to preserve the availability of those areas for general public use.

15. Can the Unified Government provide historical event calendars, attendance figures, and financial operating results for the previous three to five years?

See attached Amphitheater Event Schedule document for events over the past three seasons.

Financial information from prior events may include confidential, proprietary, third-party, or co-promoter information and is not available for distribution.

16. Are there any existing sponsorship agreements, naming rights, pouring rights, vendor agreements, premium seating agreements, or other exclusive contracts that would remain in effect following the transition to a new operator?

No.

17. Are there any booking restrictions, blackout dates, noise limitations, operating curfews, neighborhood agreements, or other operational restrictions the selected operator should be aware of?

Based on the Unified Government's current understanding, there are no known blackout dates, neighborhood agreements, or facility-specific operating curfews being provided as part of this RFP. However, the facility is located within the City of Bonner Springs, and the selected operator should be aware of and comply with applicable Bonner Springs ordinances, including noise-related provisions.

Bonner Springs Code Section 12-217 addresses excessive noise, including amplified sound. The ordinance includes exceptions for events and performances presented by a licensed entertainment venue, events and performances at an appropriately zoned business, and special events and functions cleared by the City Council.

18. Are there any known deferred maintenance items, planned capital improvement projects, or infrastructure deficiencies that the selected operator would be expected to address?

The Unified Government has not identified any specific deferred maintenance item, planned capital improvement project, or infrastructure deficiency through this process that the selected operator will be required to address, unless otherwise stated in the RFP or final negotiated agreement.

The selected operator will be responsible for routine operational maintenance, event readiness, maintaining venue cleanliness and operational standards.

19. What permits, licenses, and public safety services (including police, fire, EMS, traffic management, and related services) will be provided by the Unified Government, and which will be the responsibility of the operator?

The selected operator will be responsible for obtaining, maintaining, and complying with all permits, licenses, and regulatory requirements necessary for the operation, programming, and management of the Amphitheater. This may include, but is not limited to, licenses or permits related to alcohol sales or service, concessions, food service, merchandise sales, temporary structures, signage, amplified sound, traffic control, security, and any other activity requiring approval from the applicable jurisdiction or regulatory authority.

The selected operator will also be responsible for coordinating and securing

all necessary public safety and event-support services, including police, fire, EMS, security, traffic control, emergency access, crowd control, and related services, required for each event. Any costs associated with such permits, licenses, approvals, coordination, staffing, or services shall be the responsibility of the operator.

20. Will the selected operator have exclusive booking, promotion, and programming rights for the amphitheater throughout the contract term?

The selected operator will have exclusive rights for booking, promotion, programming, and operation of the Amphitheater during the contract term, subject to the terms of the final negotiated agreement.

The Unified Government may reserve the right to use the Amphitheater and related grounds for a limited number of Unified Government-sponsored or approved special events each year. Any such use would be coordinated with the selected operator and would not take priority over previously scheduled or reasonably anticipated revenue-generating events booked by the operator.

21. Are there any existing agreements that will survive the transition to a new operator, including promoter holds, artist holds, annual recurring events, sponsorship commitments, or vendor contracts?

No.

22. Beyond the insurance requirements outlined in the RFP, are there any additional insurance, indemnification, bonding, or risk management requirement anticipated for major concerts or multi-day festivals?

No.

23. Would the Unified Government be willing to provide a copy of the current operating agreement (with any confidential financial information redacted as appropriate), along with any existing venue operating policies, procedures, or manuals? This information would help us better understand the current operating framework and prepare a more responsive proposal.

See attached.

Please sign and date this amendment and return it, along with your Bid.

NAME/BUSINESS: _____

ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: (_____) _____ EMAIL.: _____

ATTENTION OF: _____

TITLE: _____

SIGNED: _____

DATE: _____

All questions should be directed to the Purchasing Department at (913)573-5440.