



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, April 6, 2020
7:00 p.m.

****If you wish to provide written public comment regarding any items below by email, please provide them by noon on April 6, 2020 to cityclerk@gardnerkansas.gov. The meeting will be open to the public ****

*Watch this meeting live on the City's YouTube channel at <https://www.youtube.com/user/CityofGardnerKS> *

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclaim the month of April 2020 as Autism Awareness and Acceptance Month in the City of Gardner, Kansas
2. South Wastewater Treatment Plant
3. 2020-2024 Capital Improvement Program

PUBLIC HEARING

1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Gardner Spring Derby at the Johnson County Fairgrounds

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on March 16, 2020.
2. Standing approval of the minutes as written for the special meeting on March 30, 2020.
3. Standing approval of City expenditures prepared March 12, 2020 in the amount of \$921,065.87; and March 18, 2020 in the amount of \$111,296.56; and March 20, 2020 in the amount of \$1,317,926.28; and March 23, 2020 in the amount of \$17,904.00; and March 27, 2020 in the amount of \$435,875.56.
4. Consider authorizing the purchase of a replacement K9 Bite Suit
5. Consider approving the issuance of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2020
6. Consider authorizing the payments of the amounts for acquisition by condemnation of real property interest in fee simple, permanent utility easement, and temporary construction easement
7. Consider a recommendation to approve the sale of capacity to Dogwood Energy Facility
8. Consider authorizing the purchase of a new track-loader for the Water Resource Recovery Facility
9. Consider authorizing the Vacation and Release of a Sanitary Sewer Easement in Willow Brooke Estates VI

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.



AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, April 6, 2020
7:00 p.m.

NEW BUSINESS

1. Consider a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Gardner Spring Derby at the Johnson County Fairgrounds
2. Consider adopting a resolution authorizing the public sale of approximately \$29,150,000 of principal amount of General Obligation Bonds
3. Consider adopting an ordinance approving the description and survey of lands necessary for constructing, reconstructing and maintaining of public utility improvements, designated in Resolution No. 1990
4. Consider a resolution establishing a policy relating to property tax abatements for new and existing businesses
5. Consider accepting and authorizing payment for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project

COUNCIL UPDATE – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

PROCLAMATION

WHEREAS, Autism Spectrum Disorder (ASD) is a complex neurological and developmental disorder; signs typically appear during early childhood and affect an individual's ability to communicate, process sensory input and interact with others; and,

WHEREAS, Autism is the third most common developmental disability, affecting 3.5 million individuals nationwide; and,

WHEREAS, As more health professionals become proficient in diagnosing autism, more children are being diagnosed on the Autism spectrum, resulting in rates as high as 1 in 54 children nationally, and,

WHEREAS, Accurate, early diagnosis, and the resulting appropriate education and intervention are vital to the future growth and development of the individual; and,

WHEREAS, Parents, Self Advocates, and Providers have dedicated years of service in their ongoing efforts to advocate for the rights, humane treatment, and appropriate education of all persons with Autism; and,

WHEREAS, These groups remain committed to awareness and to educating families, professionals, and the general public to better understand this lifelong disability; and,

WHEREAS, Autism Society, now celebrating 55 years of service to the autism community, is spearheading an awareness effort in order to educate parents, professionals, and the general public about creating a better world for autism.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim April, 2020 as

Autism Awareness and Acceptance Month

in Gardner, Kansas, and urge all employees and residents to participate in our municipality's National Autism Awareness Month activities, in order to become better educated about autism and create a better community for individuals with autism.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 6th day of April 2020.

CITY OF GARDNER, KANSAS

Steve Shute, Mayor

Attest:

Sharon Rose, City Clerk

(SEAL)

COUNCIL DISCUSSION FORM

PRESENTATION ITEM NO. 2

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: South Wastewater Treatment Plant

Strategic Priority: Quality of Life; Infrastructure & Asset Management

Department: Utilities - Wastewater

Background/Description of Item:

Utilities Director Gonz Garcia will present the South Wastewater Treatment Plant plan to the Governing Body.

SOUTH WASTEWATER
TREATMENT PLANT
PRESENTATION

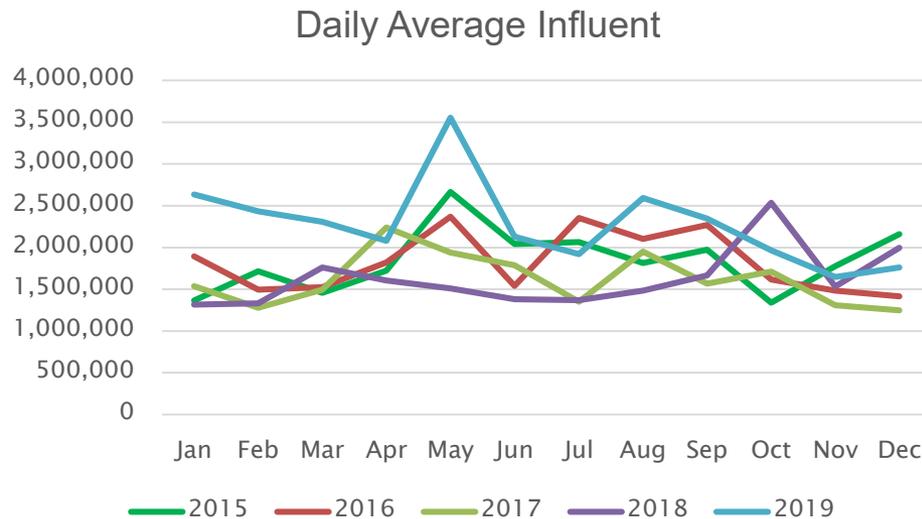
April 6, 2020

History

Kill Creek Water Resource Recovery Facility (KCWRRF)

- Constructed in 2002
- Design capacity of 2.5 MGD
- Peak capacity of 7.5 MGD

The daily average influent for the past five years is shown below:



History

Wastewater Master Plan

- Updated in 2017
- HDR
- 17 projects for collection and transfer of future wastewater to Kill Creek for treatment

Projects	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTAL
Wastewater	1.39	0	1.68	10.14	7.12	3.99	4.1	2.05	1.07	\$31.54

- Kill Creek Expansion \$16.8M (2032)

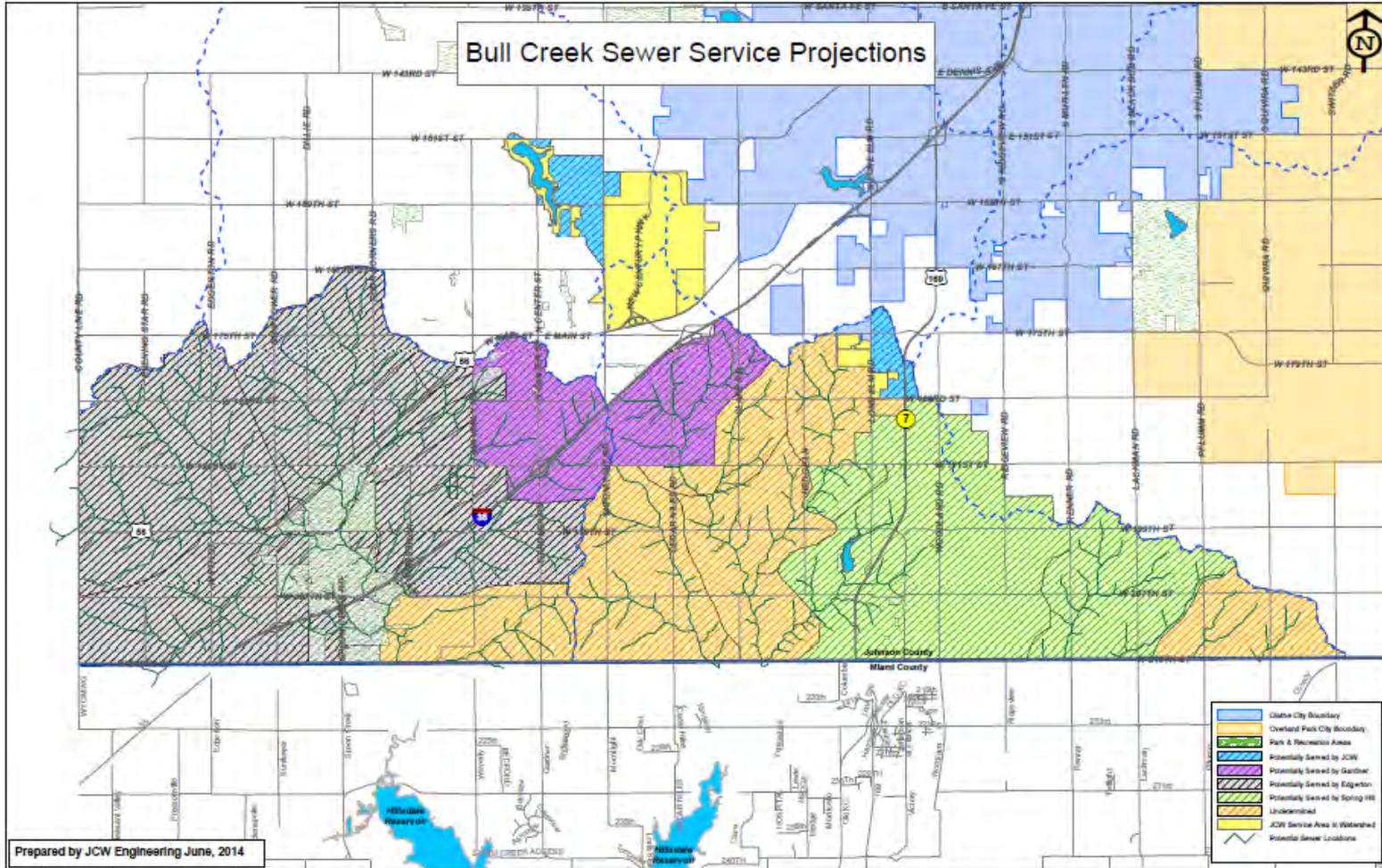


History

In 2009, JCW did the Bull Creek Watershed Study that included Edgerton, Gardner, New Century, and Spring Hill covering over 50,000 acres.

The report provided guidance for development of the collection system and treatment for the 2010-2030 time frame and for ultimate development.

Bull Creek Sewer Service Projections



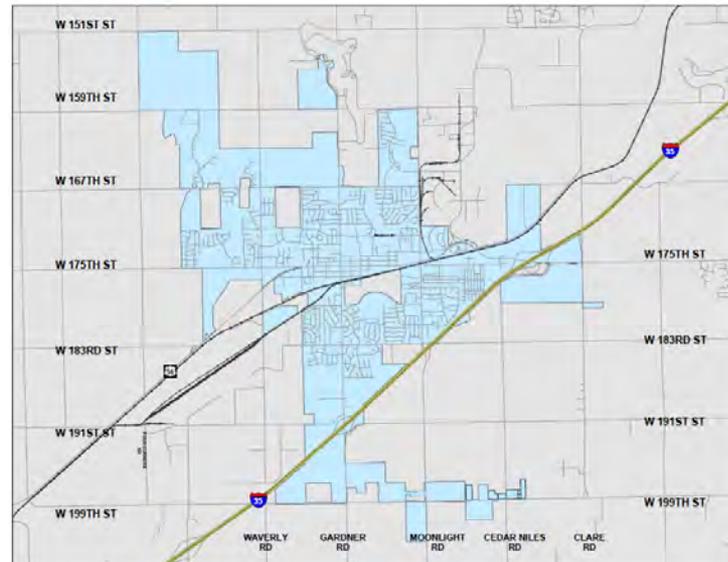
Prepared by JCW Engineering June, 2014

Annexations

In 2019, the City annexed:

- 261 acres for the Prairie Trace Project (GRATA)
- 800 acres along 199th Street.

Plus an additional 5,000 acres could be annexed within 2-5 years.



South WWTP

The Master Plan also provided an alternative to locate a new WW Treatment Facility south of I-35, on 191st or 199th Street.



Alternative 1 Location



Alternative 2 Location

South WWTP

Cost Comparison

Project	All Flow to Kill Creek WWTP	South Wastewater Treatment Plant Alternative 1	South Wastewater Treatment Plant Alternative 2
South WWTP		\$ 11,250,000	\$ 11,250,000
Kill Creek Wastewater Treatment Plant - Capacity	\$ 16,820,000	\$ 8,437,500	\$ 8,437,500
Improvements to the East Lift Station	\$ 435,000		
East Lift Station Parallel Forcemain	\$ 1,724,000		
South Lift Station Improvements	\$ 250,000	\$ 250,000	\$ 250,000
South Lift Station Forcemain Improvements to New WWTP		\$ 450,000	\$ 850,000
New Lift Station		\$ 860,000	
New Interceptor to South WWTP			\$ 1,150,000
City Wide Parallel Improvements (Ultimate within the City Limits)	\$ 11,192,500	\$ 6,800,300	\$ 6,800,300
	\$ 30,421,500	\$ 28,047,800	\$ 28,737,800

Action Plan

1. Based on Anti-Degradation Study and KDHE recommendations, begin preliminary design and construction cost estimate - 2020
2. Identify optimum location for new WWTP - 2020
3. Acquire necessary easement for gravity main – 2020
4. Begin gravity main and WWTP construction - 2021

Closing



COUNCIL DISCUSSION FORM

PRESENTATION ITEM NO. 3

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2020-2024 Capital Improvement Program

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Finance Director Matthew Wolff will present the 2020-2024 Capital Improvement Program to the Governing Body.

Attachments:

- 1) 2020-2024 CIP Summary Report
- 2) 2020-2024 CIP Project Sheets
- 3) 2020-2024 CIP Summary Report for Unfunded Projects
- 4) 2020-2024 CIP Project Sheets for Unfunded Projects

City of Gardner, Kansas
Capital Improvement Program
 2020 thru 2024

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2020	2021	2022	2023	2024	Total
Parks and Recreation								
2020 Trail Resurfacing	PR2003	1	395,000					395,000
Parks and Recreation Total			395,000					395,000
Public Works								
Acquire Land - Gardner Property	AP2001	n/a				402,500		402,500
Terminal Building and FBO Hangar Replacement	AP2301	3				1,000,000		1,000,000
I-35 and Gardner Rd. Interchange	PW1701	2	5,795,000					5,795,000
Moonlight and Madison Signals	PW1901	3	487,000					487,000
Waverly Road Reconstruction from 175th to Madison	PW2001	3	3,240,000					3,240,000
Moonlight Road Rehab (I-35 to Buffalo Trail)	PW2101	4	25,000	384,000				409,000
Main Street Reconstruction (Sycamore to Moonlight)	PW2103	n/a	150,000	3,541,000				3,691,000
Center Street Rehab (Main to 167th)	PW2201	3		10,000	461,000			471,000
Gardner Rd. Bridge over I-35	PW2203	n/a		600,000	9,400,000			10,000,000
Center Street Sidewalk Improvements	PW2301	n/a		34,000	543,000			577,000
183rd Rehab from Center to West	PW2402	4					310,000	310,000
167th Street Center to Moonlight	PW2404	3				40,000	270,000	310,000
183rd Reconst from Center to Moonlight	PW2501	5					250,000	250,000
Public Works Total			9,697,000	4,569,000	10,404,000	1,442,500	830,000	26,942,500
Utilities								
Generator Breakers Unit 1 & 2	EL2001	2	100,000					100,000
Replace Lube Oil Cooling System CT 1	EL2003	3	100,000					100,000
Remote Apparatus at Distribution Points Ph. 2	EL2004	1	100,000					100,000
Circuit 31 Overhead Rebuild	EL2101	5					150,000	150,000
New Substation Metering Station	EL2102	3		500,000				500,000
Overhaul Diesel Engine Unit 1	EL2103	2		50,000				50,000
Cedar Niles to Clare Rd. Overhead Power Line	EL2104	2		200,000				200,000
Upgrade Combustion Turbine Controls 1 & 2	EL2202	2			450,000			450,000
Praire Trace 3-Phase Underground Powerline	EL2203	3			300,000			300,000
34-45 Automated Padmount Switchgear Cabinet	EL2301	4				75,000		75,000
Replace Media Filter	WA2201	2			170,000			170,000
Water Transmission Line Preliminary Design	WA2202	1			1,100,000			1,100,000
New Intake Structure - Hillsdale Lake	WA2203	1			200,000	3,300,000		3,500,000
Quail Meadows Water Main Extension	WA2301	3					500,000	500,000
Replace BDP Belt Press at Kill Creek Facility	WW1901	1	500,000					500,000
WWTP Clarifier #1& 2 Improvements	WW1904	2	400,000					400,000
Replace UV System	WW2001	1	550,000					550,000
Nike L.S. and Forcemain Improvements	WW2002	3	365,000					365,000
Remove Sunset Lift Station	WW2004	3	177,500					177,500
Sunflower Street Sewer Improvement	WW2101	2		172,000				172,000
South Parallel Relief Lines Ph. 1 & 2	WW2202	3					2,800,000	2,800,000
WWTP Advanced Nutrient Removal	WW2301	1			450,000	5,400,000		5,850,000
Line Maintenance Building	WW2302	3				875,000		875,000
WWTP Parallel Relief Lines Ph. 1 & 2	WW2303	2				1,487,000	1,216,000	2,703,000

Department	Project #	Priority	2020	2021	2022	2023	2024	Total
East Lift Station Improvements Ph. 1	WW2304	3				435,000		435,000
Nike: New Interceptor	WW2306	2					809,000	809,000
East Parallel Relief Lines	WW2401	3					350,000	350,000
New South Lift Station and Forcemain	WW2402	2					2,560,000	2,560,000
North Parallel Relief Lines Ph. 1 & 2	WW2403	3					1,980,000	1,980,000
East Parallel Forcemain Ph. 1	WW2501	3					207,000	207,000
Utilities Total			2,292,500	922,000	2,670,000	11,572,000	10,572,000	28,028,500
GRAND TOTAL			12,384,500	5,491,000	13,074,000	13,014,500	11,402,000	55,366,000

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Parks and Recreation
 Contact Park and Recreation Director
 Type Improvement
 Useful Life 20 years
 Category Park Improvements
 Priority 1 Critical
 Status Active

Project # PR2003
 Project Name 2020 Trail Resurfacing

Cash or Debt: Cash

Description

2020 South Center Street Bicycle/Pedestrian Pathway trail replacement @ 6,450 l.f.

Justification

Most of the asphalt trails in Gardner were originally constructed without having soil testing and installed without an aggregate base. These factors combined with extreme weather conditions has created significant damage to the South Center trail. This trail was built in 2003 and is one of the most visible and traveled trail within the City of Gardner.

A new City standard implemented in 2018 would require any replaced/new trail would be concrete for durability and a longer lifespan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction	395,000					395,000
Total	395,000					395,000

Funding Sources	2020	2021	2022	2023	2024	Total
Infrastructure Special Sales	395,000					395,000
Tax Fund						
Total	395,000					395,000

Budget Impact/Other

Construction estimated at \$50/lf at 10' wide

This trail would be maintained by the Parks and Recreation Department.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Public Works
 Contact Public Works Director
 Type Land Acquisition
 Useful Life Unlimited
 Category Airport
 Priority n/a
 Status Active

Project # AP2001
 Project Name Acquire Land - Gardner Property

Cash or Debt: Cash

Total Project Cost: \$402,500

Description
 Acquire land in Runway 35 approach. Funded with 90% FAA NPE funding.

Justification
 Acquiring the tract will give the Airport control of land within the existing Runway Protection Zone. Allowing for the future improvement of runway 17-35.
 Project is required, and per FAA is the next project eligible for non-primary entitlement funding (NPE).

Expenditures	2020	2021	2022	2023	2024	Total
Land Acquisition				402,500		402,500
Total				402,500		402,500

Funding Sources	2020	2021	2022	2023	2024	Total
Airport Fund				40,250		40,250
Federal Aviation Administration				362,250		362,250
Total				402,500		402,500

Budget Impact/Other
 Requires potential debt financing prior to all FAA NPE funding.
 Funding for future principal and interest payments will come from the Airport Fund.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact Public Works Director

Project #	AP2301
Project Name	Terminal Building and FBO Hangar Replacement

Cash or Debt: Debt

Type Improvement

Useful Life 30 years

Category Airport

Priority 3 Important

Status Active

Total Project Cost: \$1,000,000

Description
Demolition and replacement of existing flight school and terminal buildings, per the business and economic development plan and terminal design.

Justification
Recommended in the 2009 Airport Master Plan. Current facility is not serviceable, and extensive areas are not useable.
Business and Economic Plan will assist in determining the facility to be designed and constructed. Scope of the project, and construction cost is currently unknown.

Expenditures	2020	2021	2022	2023	2024	Total
Construction				1,000,000		1,000,000
Total				1,000,000		1,000,000

Funding Sources	2020	2021	2022	2023	2024	Total
Airport Fund				500,000		500,000
KDOT				500,000		500,000
Total				1,000,000		1,000,000

Budget Impact/Other
Potential revenue increase with additional tenants with improved space. May attract new business.
Potential decrease in utility and maintenance costs.
Funding for future principal and interest payments will come from the Airport Fund and Kansas Airport Improvement Funding (KAIP). KAIP has provided a grant for the Business and Economic Plan, and the Terminal Design.
Project is estimated with 50% KAIP matching funds.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW1701
Project Name	I-35 and Gardner Rd. Interchange

Type Improvement

Useful Life 20 years

Category Street Reconstruction

Priority 2 Very Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$7,071,000

Description

An analysis of alternate improvements to the I-35 and Gardner Road interchange resulted in the selection of a diverging diamond (DDI) as the preferred solution. This project is the first phase of improvements towards replacing the entire interchange. 191st Street west of Gardner Road will be realigned to tie into Gardner Road at the existing 188th Street intersection. Design of the improvements are being performed by Burns & McDonnell. Construction is proposed to begin in 2020.

Justification

191st Street intersects Gardner Road too close to the on/off ramps for I-35 and creates a hazardous condition. This will only worsen as traffic increases along this corridor and trucks continue to access 191st (north of the interstate). The 191st Street corridor (west of Gardner Road) is already developing in Edgerton. Property within Gardner is ready for development and failure to improve this intersection will delay growth in the city.

Prior	Expenditures	2020	2021	2022	2023	2024	Total
1,276,000	Construction	5,100,000					5,100,000
	Inspection	120,000					120,000
Total	Construction Engineering	575,000					575,000
	Total	5,795,000					5,795,000

Prior	Funding Sources	2020	2021	2022	2023	2024	Total
1,276,000	KDOT	2,510,000					2,510,000
	MARC	1,415,000					1,415,000
Total	Special Highway Fund	1,870,000					1,870,000
	Total	5,795,000					5,795,000

Budget Impact/Other

Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW1901
Project Name	Moonlight and Madison Signals

Type Improvement

Useful Life 20 years

Category Street Construction

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$514,000

Description

Install signals at the Moonlight and Madison Intersection. Construction is proposed for 2020.

Justification

With the opening of the Casey's store at the southwest corner, the intersection has seen an increase in traffic volumes. The traffic report for Casey's identified left turning movements were an 'F'. Increased traffic and additional development will likely create a condition where signal warrants are met by 2018.

Prior	Expenditures	2020	2021	2022	2023	2024	Total
27,000	Construction	442,000					442,000
	Utility Relocation	10,000					10,000
Total	Construction Engineering	35,000					35,000
	Total	487,000					487,000

Prior	Funding Sources	2020	2021	2022	2023	2024	Total
27,000	CARS	238,500					238,500
Total	Special Highway Fund	248,500					248,500
	Total	487,000					487,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2001
 Project Name Waverly Road Reconstruction from 175th to Madison

Type Improvement

Useful Life 15 years

Category Street Reconstruction

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$3,460,000

Description

Waverly Road from 175th to Madison is a rural 2-lane section with no sidewalks and open ditches. It is currently one of the main routes for accessing both the high school and a large commercial tract just south of the school. The project will widen Waverly to 3 lanes and provide a trail, sidewalk, and lighting. Affinis Corp. is currently performing the design. Construction is proposed to begin in 2020.

Justification

The two lane rural section is not sized to handle the additional traffic from the development of the commercial tract located at the northeast corner of the 175th and Waverly intersection. In addition to the narrow road section, open ditches and no sidewalks create both flooding and safety issues for students walking to school.

Prior	Expenditures	2020	2021	2022	2023	2024	Total
220,000	Land Acquisition	40,000					40,000
	Construction	3,000,000					3,000,000
Total	Utility Relocation	50,000					50,000
	Construction Engineering	150,000					150,000
	Total	3,240,000					3,240,000

Prior	Funding Sources	2020	2021	2022	2023	2024	Total
220,000	CARS	1,575,000					1,575,000
Total	Special Highway Fund	1,665,000					1,665,000
	Total	3,240,000					3,240,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2101
 Project Name Moonlight Road Rehab (I-35 to Buffalo Trail)

Type Maintenance

Useful Life 15 years

Category Street and Concrete Rehabilitat

Priority 4 Less Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$409,000

Description

Improvements are needed for this rural roadway section before an interchange can be built at Moonlight. The road will remain a 2-lane section unless development dictates otherwise. This project is expected to have CARS funding for 50% of the construction costs. Depending on development, certain improvements will be needed (mill/overlay, widen ditches, etc.) south of Grand.

Justification

Some of the improvements have been made with previous projects including the Grand and Moonlight intersection with USD231 Benefit District. There has been discussion of a new interchange at Moonlight. With very limited city and state funding available, combined with the process to get approval and construct, it will be many years (10 - 20) before the interchange is built. The existing road needs major maintenance to prevent a much more extensive reconstruction in the future.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design	25,000					25,000
Land Acquisition		10,000				10,000
Construction/Maintenance		369,000				369,000
Construction Engineering		5,000				5,000
Total	25,000	384,000				409,000

Funding Sources	2020	2021	2022	2023	2024	Total
CARS		187,000				187,000
Special Highway Fund	25,000	197,000				222,000
Total	25,000	384,000				409,000

Budget Impact/Other

There will be additional labor and maintenance associated with the new infrastructure; however, costs for mowing the right-of-way and maintaining the drainage ditches will be reduced.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2103
 Project Name Main Street Reconstruction (Sycamore to Moonlight)

Type Maintenance

Useful Life 20 years

Category Street Construction

Cash or Debt: Debt

Priority n/a

Status Active

Total Project Cost: \$3,691,000

Description
 Reconstruction of the existing 4-lane roadway on Main St (US-56) from Sycamore to Moonlight. The City has applied to KDOT to partially fund the construction.

Justification
 The existing concrete roadway has deteriorated significantly over the past winter with most joints failing.

Expenditures	2020	2021	2022	2023	2024	Total
Engineering	150,000	72,200				222,200
Construction		3,302,100				3,302,100
Construction Engineering		166,700				166,700
Total	150,000	3,541,000				3,691,000

Funding Sources	2020	2021	2022	2023	2024	Total
KDOT		2,000,000				2,000,000
Special Highway Fund	150,000	1,541,000				1,691,000
Total	150,000	3,541,000				3,691,000

Budget Impact/Other
 Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW2201
Project Name	Center Street Rehab (Main to 167th)

Type Maintenance

Useful Life 15 years

Category Street and Concrete Rehabilitat

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$471,000

Description
The road varies from a 2-lane section to a 4-lane section between US 56 (Main) and 167th Street. This road is one of the city's main north/south arterials and rehabilitation is needed. With the length and varying width of the road, this is a fairly involved project. There are also improvements to the 167th and Waverly Intersection for \$60K (not signalization but improvements identified in the 2009 Transportation Master Plan) included in this project. These include a 4-way stop, additional signage, modified striping and some shoulder improvements.

Justification
Partial road reconstruction is needed to protect one of the city's two main north/south arterials. However, it is critical for asset/infrastructure management, economic development, quality of life and fiscal stewardship (all 4 of the City Council's goals).
Failure to reconstruct sections of the road (some base patching, curb replacement, mill/overlay and striping) will create the need for complete reconstruction.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design		10,000				10,000
Construction/Maintenance			456,000			456,000
Construction Engineering			5,000			5,000
Total		10,000	461,000			471,000

Funding Sources	2020	2021	2022	2023	2024	Total
CARS			230,500			230,500
Special Highway Fund		10,000	230,500			240,500
Total		10,000	461,000			471,000

Budget Impact/Other
None/Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2203
Project Name Gardner Rd. Bridge over I-35

Type Improvement

Useful Life 20 years

Category Street Reconstruction

Cash or Debt: Debt

Priority n/a

Status Active

Total Project Cost: \$10,000,000

Description

This project is the second phase of improvements to the I-35 and Gardner Road interchange. KDOT hired HDR to perform the preliminary design of the proposed diverging diamond interchange and final design of a new bridge over I-35. Construction is proposed to begin in 2020.

Justification

The existing bridge over I-35 is considered functionally obsolete. It is extremely narrow and has no provision for pedestrians or bicycles.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design		600,000				600,000
Construction/Maintenance			8,600,000			8,600,000
Construction Engineering			800,000			800,000
Total		600,000	9,400,000			10,000,000

Funding Sources	2020	2021	2022	2023	2024	Total
KDOT			6,000,000			6,000,000
Special Highway Fund		600,000	3,400,000			4,000,000
Total		600,000	9,400,000			10,000,000

Budget Impact/Other

Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW2301
Project Name	Center Street Sidewalk Improvements

Type Improvement

Useful Life 20 years

Category Pedestrian/Bicycle Improvement

Priority n/a

Status Active

Cash or Debt: Cash

Total Project Cost: \$577,000

Description

The project will include the construction of a new sidewalk on the west side of Center Street from Shawnee to McKinley and widening of the existing sidewalk on the Center Street bridge over BNSF railroad. The bridge sidewalk was recommended in the recent Main Street Planning for Sustainable Places Study.

Justification

There is an existing sidewalk gap on the west side of Center Street and pedestrians are forced to walk in the grass. The project will provide a continuous sidewalk. The area serves many students and also several disabled individuals. There is an existing pedestrian crossing at Shawnee Street, which is uncontrolled, that will be removed with this project. The improvements will provide direct access to the downtown area and access to a signalized pedestrian crossing at the Center and Main intersection.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design		34,000				34,000
Land Acquisition			10,000			10,000
Construction/Maintenance			506,000			506,000
Utility Relocation			10,000			10,000
Construction Engineering			17,000			17,000
Total		34,000	543,000			577,000

Funding Sources	2020	2021	2022	2023	2024	Total
MARC			252,000			252,000
Special Highway Fund		34,000	291,000			325,000
Total		34,000	543,000			577,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Public Works

Contact City Engineer

Type Maintenance

Useful Life 15 years

Category Street and Concrete Rehabilitat

Priority 4 Less Important

Status Active

Total Project Cost: \$310,000

Project # PW2402
 Project Name 183rd Rehab from Center to West

Cash or Debt: Cash

Description

Currently 183rd from Center to Moonlight is a rural 2-lane road section. Development both north and south of 183rd will dictate that this arterial road section be improved.

Justification

183rd is a two lane arterial with open ditches. As traffic increases due to development, the road will need to be upgraded to arterial road standards.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design					10,000	10,000
Contingency					50,000	50,000
Construction					250,000	250,000
Total					310,000	310,000

Funding Sources	2020	2021	2022	2023	2024	Total
CARS					125,000	125,000
Special Highway Fund					185,000	185,000
Total					310,000	310,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2404
 Project Name 167th Street Center to Moonlight

Type Unassigned

Useful Life 20 years

Category Street Construction

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$310,000

Description
 167th Street Pavement Management.

Justification
 A pavement management review indicates the roadway is in need of base repairs and resurfacing.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design				30,000		30,000
Land Acquisition				10,000		10,000
Construction					262,000	262,000
Construction Engineering					8,000	8,000
Total				40,000	270,000	310,000

Funding Sources	2020	2021	2022	2023	2024	Total
CARS					135,000	135,000
Special Highway Fund				40,000	135,000	175,000
Total				40,000	270,000	310,000

Budget Impact/Other
 None/Minimal.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Public Works
 Contact City Engineer
 Type Improvement
 Useful Life 15 years
 Category Street Reconstruction
 Priority 5 Future Consideration
 Status Active

Project # PW2501
 Project Name 183rd Reconst from Center to Moonlight

Cash or Debt: Debt

Total Project Cost: \$3,000,000

Description
 183rd is a 2-lane rural section between Moonlight and Center. Needs to be upgraded to full arterial section. At minimum, 3 lanes with curbing and enclosed storm sewer. Possible 4 lane with additional dedicated turn lanes at subdivisions.

Justification
 As development increases and possible interchange at 183rd/I-35, major upgrades are needed for this 2-lane rural section.

Expenditures	2020	2021	2022	2023	2024	Total	Future	
Planning/Design					250,000	250,000	2,750,000	
Total						250,000	250,000	Total

Funding Sources	2020	2021	2022	2023	2024	Total	Future	
Unfunded					250,000	250,000	2,750,000	
Total						250,000	250,000	Total

Budget Impact/Other
 None/Minimal. This project is unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	EL2001
Project Name	Generator Breakers Unit 1 & 2

Type Improvement

Useful Life 30 years

Category Electric Generation

Priority 2 Very Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$100,000

Description
Replace or reburish generator breakers Unit 1 & 2

Justification
Generator breakers are in need of replacement or refurbishment. They have reached life expectancy 30 years.

Expenditures	2020	2021	2022	2023	2024	Total
Installation	90,000					90,000
Engineering	10,000					10,000
Total	100,000					100,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund	100,000					100,000
Total	100,000					100,000

Budget Impact/Other
None/Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	EL2003
Project Name	Replace Lube Oil Cooling System CT 1

Type Maintenance

Useful Life 30 years

Category Electric Generation

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$100,000

Description
CT 1 Lube Oil Cooling replacement.

Justification
The cooling system for CT1 is not performing to allow full turbine output and needs to be cleaned or replaced.

Expenditures	2020	2021	2022	2023	2024	Total
Construction/Maintenance	100,000					100,000
Total	100,000					100,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund	100,000					100,000
Total	100,000					100,000

Budget Impact/Other
Minimal.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 30 years
 Category Electric Distribution
 Priority 1 Critical
 Status Active

Project # EL2004
 Project Name Remote Apparatus at Distribution Points Ph. 2

Cash or Debt: Cash

Total Project Cost: \$100,000

Description
 Install remote control apparatus at (6) critical distribution switching locations for back feeding purposes.

Justification
 Service reliability and speed of system restoration will be improved by furnishing and installing line sectionalizing switches, operable from the SCADA system by remote control.

Expenditures	2020	2021	2022	2023	2024	Total
Materials	100,000					100,000
Total	100,000					100,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund	100,000					100,000
Total	100,000					100,000

Budget Impact/Other
 None/Minimal.

Budget Items	2020	2021	2022	2023	2024	Total
Supplies/Materials	100,000					100,000
Total	100,000					100,000

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 40 years
 Category Electric Distribution
 Priority 5 Future Consideration
 Status Active

Project # EL2101
 Project Name Circuit 31 Overhead Rebuild

Cash or Debt: Cash

Total Project Cost: \$150,000

Description
 Rebuild 1 mile of aging overhead 3 phase power line which is on the north side of the railroad tracks from Sub 2 at S. Moonlight to 153 S. Oak St. This power line will be installed where the existing power line is. The existing power line is constructed with 8ft. crossarms and the neutral wire is below the phases. The new power line will be constructed with 10ft. crossarms to prevent phases from coming in contact with each other and the neutral wires above the phases for lightning protection.

Justification
 The Electric Distribution Division had issues in the past of the phases slapping together from storms on this overhead line. When that happens it blinks the circuit which causes residents lights to flicker on and off. With the new installation we will be able to space the phases farther apart to prevent the phases from coming in contact with each other. This rebuild will also install the neutral on top for lightning protection.
 This circuit serves all of our businesses and residents on the south side of Main St. from S. Center St. to S. Moonlight. This circuit provides the means to "back feed" one feeder circuit from the other in the event that one of the circuits is damaged. This connection follows best management practices to provide system redundancy and improved system reliability.

Expenditures	2020	2021	2022	2023	2024	Total
Materials					150,000	150,000
Total					150,000	150,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund					150,000	150,000
Total					150,000	150,000

Budget Impact/Other
 None/Minimal.

Budget Items	2020	2021	2022	2023	2024	Total
Supplies/Materials					150,000	150,000
Total					150,000	150,000

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	EL2102
Project Name	New Substation Metering Station

Type Improvement

Useful Life 30 years

Category Electric Generation

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$500,000

Description
Install current transformer and potential transformer for new metering station. Both devices are used to measure current and voltage to calculate energy kWh and demand kW.

Justification
Presently the City cannot measure directly the energy being sold from KMEA/SPP. The metering station will provide means to contrast energy being supplied and billed.

Expenditures	2020	2021	2022	2023	2024	Total
Installation		450,000				450,000
Engineering		50,000				50,000
Total		500,000				500,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund		500,000				500,000
Total		500,000				500,000

Budget Impact/Other
Included in the electric rate study.

Budget Items	2020	2021	2022	2023	2024	Total
Contract Services		500,000				500,000
Total		500,000				500,000

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Maintenance
 Useful Life 20 years
 Category Electric Generation
 Priority 2 Very Important
 Status Active

Project #	EL2103
Project Name	Overhaul Diesel Engine Unit 1

Cash or Debt: Cash

Total Project Cost: \$50,000

Description
Overhaul existing diesel engine.

Justification
The current diesel engine starter on CT1 is taking longer to bring the turbine up to firing speed, and the engine should be replaced or overhauled.

Expenditures	2020	2021	2022	2023	2024	Total
Construction/Maintenance		50,000				50,000
Total		50,000				50,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund		50,000				50,000
Total		50,000				50,000

Budget Impact/Other
Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project # EL2104
 Project Name Cedar Niles to Clare Rd. Overhead Power Line

Type Improvement

Useful Life 40 years

Category Electric Distribution

Priority 2 Very Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$200,000

Description
 Install 1.5 mile of 3 phase overhead power line on the south side of I-35 Hwy along the interstate from Cedar Niles Rd. to Clare Rd. and then South on west side of Clare Rd. for 0.5 miles for future new development in this area.

Justification
 To serve future new businesses and homes in this area as part of the Mid-Term Growth Area Strategy.

Expenditures	2020	2021	2022	2023	2024	Total
Materials		200,000				200,000
Total		200,000				200,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund		200,000				200,000
Total		200,000				200,000

Budget Impact/Other
 None/Minimal.

Budget Items	2020	2021	2022	2023	2024	Total
Supplies/Materials		200,000				200,000
Total		200,000				200,000

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	EL2202
Project Name	Upgrade Combustion Turbine Controls 1 & 2

Type Maintenance

Useful Life 10 years

Category Electric Generation

Priority 2 Very Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$450,000

Description

Replace existing PAL Turbine control system with new discrete control system.

Justification

Current controls are obsolete and prone to failures.

Expenditures	2020	2021	2022	2023	2024	Total
Technology Upgrades			450,000			450,000
Total			450,000			450,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund			450,000			450,000
Total			450,000			450,000

Budget Impact/Other

Minimal.

Capital Improvement Program

2020 *thru* 2024

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 40 years
 Category Electric Distribution
 Priority 3 Important
 Status Active

City of Gardner, Kansas

Project # EL2203
 Project Name Praire Trace 3-Phase Underground Powerline

Cash or Debt: Cash

Total Project Cost: \$300,000

Description

Install 1.5 miles of 3-phase underground electric line for future homes and businesses.

Justification

To serve future homes and business in this area.

Expenditures	2020	2021	2022	2023	2024	Total
Materials			300,000			300,000
Total			300,000			300,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund			300,000			300,000
Total			300,000			300,000

Budget Impact/Other

None/Minimal.

Budget Items	2020	2021	2022	2023	2024	Total
Supplies/Materials			300,000			300,000
Total			300,000			300,000

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 30 years
 Category Electric Distribution
 Priority 4 Less Important
 Status Active

Project # EL2301
 Project Name 34-45 Automated Padmount Switchgear Cabinet

Cash or Debt: Cash

Total Project Cost: \$75,000

Description

The current three phase electric cabinet we have now is on the east side of Price Chopper along Lincoln Ln. This cabinet has two separate circuits that feed into this cabinet, one circuit is on the required feed through that are mounted at the top of the cabinet and the other circuit is on portable feed through that are temporarily mounted at the bottom side of cabinet. This cabinet is designed for only one circuit.

Justification

Service reliability and speed of system restoration will be improved by furnishing and installing this automated padmount switchgear cabinet. This padmount switchgear cabinet will be used for back feeding circuits and load shedding purposes. Lineman will no longer have to drive to the sight and manually transfer phases from one feed thru onto the other with a hot stick when circuit switching is required. The new automated padmount switch gear cabinet will be operated remotely from our SCADA system.

Expenditures	2020	2021	2022	2023	2024	Total
Materials				75,000		75,000
Total				75,000		75,000

Funding Sources	2020	2021	2022	2023	2024	Total
Electric Fund				75,000		75,000
Total				75,000		75,000

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Water/Wastewater Manager
 Type Maintenance
 Useful Life 15 years
 Category Water
 Priority 2 Very Important
 Status Active

Project # WA2201
 Project Name Replace Media Filter

Cash or Debt: Cash

Total Project Cost: \$170,000

Description
 Replace the Media Filter at Hillsdale Water Treatment Facility.

Justification
 The current filter media was installed in 2006. The manufacturer's recommendation is to replace the media after 15 years of service. In 2021 the media will have been in service for 15 years. The media filter will be closely monitored in case the replacement needs to be done earlier.

Expenditures	2020	2021	2022	2023	2024	Total
Maintenance			170,000			170,000
Total			170,000			170,000

Funding Sources	2020	2021	2022	2023	2024	Total
Water Fund			170,000			170,000
Total			170,000			170,000

Budget Impact/Other
 None/Minimal.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 30 years
 Category Water
 Priority 1 Critical
 Status Active

Project # WA2202
 Project Name Water Transmission Line Preliminary Design

Cash or Debt: Cash

Total Project Cost: \$1,100,000

Description

Preliminary design for new water transmission line including land acquisition.

Justification

The city currently has one water transmission line to transport water from Hillsdale WTP. Due to the new expansion a new transmission line is needed to transport the additional capacity flows and ultimate capacity of 12 MGD.

It will also provide redundancy in case of failure of the existing line.

Expenditures	2020	2021	2022	2023	2024	Total
Land Acquisition			200,000			200,000
Engineering			900,000			900,000
Total			1,100,000			1,100,000

Funding Sources	2020	2021	2022	2023	2024	Total
Water Fund			1,100,000			1,100,000
Total			1,100,000			1,100,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 30 years
 Category Water
 Priority 1 Critical
 Status Active

Project # WA2203
 Project Name New Intake Structure - Hillsdale Lake

Cash or Debt: Debt

Total Project Cost: \$3,500,000

Description
 New Intake Structure to include engineering and construction.

Justification
 The existing intake struke has a design capacity of 6.0 MGD. A new intake is needed to supply up to 12 MGD for the Hillsdale WTP ultimate expansion.
 The old intake structure could be used as a spare intake when the new intake is out for maintenance.

Expenditures	2020	2021	2022	2023	2024	Total
Engineering			200,000			200,000
Construction				3,300,000		3,300,000
Total			200,000	3,300,000		3,500,000

Funding Sources	2020	2021	2022	2023	2024	Total
Water Fund			200,000	3,300,000		3,500,000
Total			200,000	3,300,000		3,500,000

Budget Impact/Other
 Future principal and interest payments will come from the Water Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 20 years
 Category Water
 Priority 3 Important
 Status Active

Project # WA2301
 Project Name Quail Meadows Water Main Extension

Cash or Debt: Debt

Total Project Cost: \$500,000

Description

This project is to design and install a waterline to Quail Meadows to provide necessary looping in the system to help improve water quality and minimize the impacts of water outages due to breaks.

Justification

The Quail Meadows subdivision is currently a single point of supply. Due to expansion of the subdivision, a secondary source should be installed to prevent water outage in case of a main break that runs along 167th Street.

Expenditures	2020	2021	2022	2023	2024	Total
Construction Engineering					500,000	500,000
Total					500,000	500,000

Funding Sources	2020	2021	2022	2023	2024	Total
Water Fund					500,000	500,000
Total					500,000	500,000

Budget Impact/Other

Minimal impact. Future principal and interest payments will come from the Water Fund.

Capital Improvement Program

2020 *thru* 2024

Department Utilities
 Contact Water/Wastewater Manager

City of Gardner, Kansas

Project # WW1901
 Project Name Replace BDP Belt Press at Kill Creek Facility

Type Improvement
 Useful Life 30 years
 Category Wastewater
 Priority 1 Critical
 Status Active

Cash or Debt: Debt

Total Project Cost: \$500,000

Description

The current belt press is 30 years old and was bought as a reconditioned unit.

Justification

We are seeing our processed sludge out of the unit at 14-16 % dry weight. New rotary fan units are getting the processed sludge weights to 22-24%. This difference in weight reduction will create some cost savings.

Expenditures	2020	2021	2022	2023	2024	Total
Materials	450,000					450,000
Installation	50,000					50,000
Total	500,000					500,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund	500,000					500,000
Total	500,000					500,000

Budget Impact/Other

The new fans will be able to process more sludge, which will result in annual cost savings of \$40,000. The estimated savings are due to reduced costs for labor, water and electric usage. Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Maintenance
 Useful Life 20 years
 Category Wastewater
 Priority 2 Very Important
 Status Active

Project # WW1904
 Project Name WWTP Clarifier #1& 2 Improvements

Cash or Debt: Debt

Total Project Cost: \$400,000

Description

Clarifiers are used to help settle the biological solids in the treatment process. The clarifiers are large circular basins located outside (exposed to the elements) and they experience continuous flow. Components need to be rebuilt and system is susceptible to algae growth. Clarifier improvements include covers and scrubber replacement.

Justification

As identified in the 2015 Wastewater Utility Assessment (Section 5.1.5), the center drives have been rebuilt once and damage has occurred to a scraper arm. The launder brush arms and brushes are worn and do not effectively remove algae. Manual cleaning is a safety issue.

The assessment recommends Launder Covers (\$140,000) and replacement of scrubber and scrubber arms (\$60,000) to help mitigate algae growth.

Expenditures	2020	2021	2022	2023	2024	Total
Maintenance	400,000					400,000
Total	400,000					400,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund	400,000					400,000
Total	400,000					400,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 20 years
 Category Wastewater
 Priority 1 Critical
 Status Active

Project # WW2001
 Project Name Replace UV System

Cash or Debt: Debt

Total Project Cost: \$550,000

Description

UV disinfection is a physical process that neutralizes microorganisms as they pass by ultraviolet lamps submerged in the effluent. The plant currently has two 4.5MGD closed chamber units oriented perpendicular to the incoming flow.

Justification

Current system (2001/2002 timeframe) experiences frequent breaks during high flows causing water to leak into the lower level of the building - also averaging \$4k in bulb replacement each year along with continual ohm resistor replacement.

The 2015 Wastewater Utility Assessment (5.1.8) recommended replacement of the UV system. This replacement should consider closed-chamber unit containing lamps that are parallel to the flow. The replacement will be done during the plant expansion.

Expenditures	2020	2021	2022	2023	2024	Total
Equip/Vehicles/Furnishings	550,000					550,000
Total	550,000					550,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund	550,000					550,000
Total	550,000					550,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	WW2002
Project Name	Nike L.S. and Forcemain Improvements

Type Improvement

Useful Life 20 years

Category Wastewater

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$365,000

Description
Construct new lift station and forcemain at Nike LS.

Justification
To serve proposed growth area between S Gardner Road, S Moonlight, 191st Street and W 199th Street as recommended by 2017 Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction Engineering	365,000					365,000
Total	365,000					365,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund	365,000					365,000
Total	365,000					365,000

Budget Impact/Other
Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life Unlimited
 Category Wastewater
 Priority 3 Important
 Status Active

Project # WW2004
 Project Name Remove Sunset Lift Station

Cash or Debt: Cash

Total Project Cost: \$177,500

Description
 Design and construct a gravity sewer line to remove the Sunset lift station from the system.

Justification
 The Sunset Lift station was built in a location that can be served with gravity sewer and is currently overloaded requiring an upgrade to the lift station. This could lead to potential backups due to the lack of capacity. The project was identified the 2009 Wastewater Master Plan. Project costs were revised by staff.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design	15,000					15,000
Land Acquisition	25,000					25,000
Contingency	20,500					20,500
Engineering	12,000					12,000
Construction	105,000					105,000
Total	177,500					177,500

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund	177,500					177,500
Total	177,500					177,500

Budget Impact/Other
 Maintenance cost savings on the lift station would offset the cost of the gravity lines within 25 years. The cost of maintenance per lift station is approximately \$20,000/station for this type of station.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 20 years
 Category Wastewater
 Priority 2 Very Important
 Status Active

Project # WW2101
 Project Name Sunflower Street Sewer Improvement

Cash or Debt: Cash

Total Project Cost: \$172,000

Description
 Upsize sewerline to accommodate future flow.

Justification
 Due to new development (Tall Grass) the line needs to be upsized to handle future flows.

Expenditures	2020	2021	2022	2023	2024	Total
Engineering		30,000				30,000
Construction		142,000				142,000
Total		172,000				172,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund		172,000				172,000
Total		172,000				172,000

Budget Impact/Other
 None/Minimal.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities

Contact Utility Director

Project #	WW2202
Project Name	South Parallel Relief Lines Ph. 1 & 2

Type Improvement

Useful Life 30 years

Category Wastewater

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$2,800,000

Description

Construct new sanitary sewer relief lines at South LS.

Justification

Existing lines do not have capacity to convey the predicted peak sanitary sewer flows as recommended in 2017 Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction					2,800,000	2,800,000
Total					2,800,000	2,800,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund					2,800,000	2,800,000
Total					2,800,000	2,800,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 20 years
 Category Wastewater
 Priority 1 Critical
 Status Active

Project # WW2301
 Project Name WWTP Advanced Nutrient Removal

Cash or Debt: Debt

Total Project Cost: \$5,850,000

Description
 Install Advanced Nutrient Removal System at WWTP.

Justification
 Installation of an anaerobic selector basin to achieve the nutrient removal required by future operating permits.

Expenditures	2020	2021	2022	2023	2024	Total
Engineering			450,000			450,000
Construction				5,400,000		5,400,000
Total			450,000	5,400,000		5,850,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund			450,000	5,400,000		5,850,000
Total			450,000	5,400,000		5,850,000

Budget Impact/Other
 Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 30 years
 Category Wastewater
 Priority 3 Important
 Status Active

Project # WW2302
 Project Name Line Maintenance Building

Cash or Debt: Debt

Total Project Cost: \$875,000

Description
 Relocate Line Maintenance staff to new facility.

Justification
 Line Maintenance staff has grown from 5 to 9 persons over the past 3 years and current office space is limited. A new building near the Energy Center will be built to house all staff, materials and equipment.

Expenditures	2020	2021	2022	2023	2024	Total
Construction Engineering				875,000		875,000
Total				875,000		875,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund				437,500		437,500
Water Fund				437,500		437,500
Total				875,000		875,000

Budget Impact/Other
 Future principal and interest payments will come from the Water and Wastewater Funds.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project # WW2303
 Project Name WWTP Parallel Relief Lines Ph. 1 & 2

Type Improvement

Useful Life 30 years

Category Wastewater

Priority 2 Very Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$2,703,000

Description

Upgrade force main leading to Kill Creek WRRF.

Justification

Existing lines do not have capacity to convey the predicted peak sanitary sewer flows as recommended in the 2017 Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction				1,487,000	1,216,000	2,703,000
Total				1,487,000	1,216,000	2,703,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund				1,487,000	1,216,000	2,703,000
Total				1,487,000	1,216,000	2,703,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project # WW2304
 Project Name East Lift Station Improvements Ph. 1

Type Improvement

Useful Life 30 years

Category Wastewater

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$435,000

Description

Ultimate flow for the East Lift Station is approximately 4000 gallons/minute. Currently the facility can only pump 120 gallons/minute to the North Lift Station and 180 gallons/minute to the South Lift Station. There is additional area still undeveloped in the basin that could generate 2000 gallons/minute or more, and is included in the 4000 gallons/minute. This means that the force main must be upgraded to handle the capacity of the East Lift Station. Projected capacity need is 1250 gpm.

Justification

Currently the flows from the East Lift Station are split between the North Lift Station and the South Lift Station. The South Lift Station is not designed to receive these flows, and development in the South Lift Station basin is limited by the amount of flow received from the E. lift station, along with other factors. In addition, a second storage tank is required at the East Lift Station unless the capacity is upgraded. Upgrading the capacity for the East Lift Station should be cheaper than building the storage tank. The project was identified by staff and confirmed by the 2009 Wastewater Master Plan.

Much of the flow from the East Lift Station is sent to the South Lift Station, and will overload the South Lift Station as the south basin develops. Upgrading the capacity of the East Lift Station will keep from overloading both the South Lift Station and the new Bull Creek Lift Station in their current configurations. The addition of holding tanks at both locations can also be postponed if this force main and the attendant gravity mains are upsized.

Expenditures	2020	2021	2022	2023	2024	Total
Construction				435,000		435,000
Total				435,000		435,000
Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund				435,000		435,000
Total				435,000		435,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 20 years
 Category Unassigned
 Priority 2 Very Important
 Status Active

Project # WW2306
 Project Name Nike: New Interceptor

Cash or Debt: Debt

Total Project Cost: \$809,000

Description
 Construct a new interceptor for the Nike Lift Station.

Justification
 A new interceptor is needed to handle the additional demand from Tuscan Farms Phase II and future development south of I-35 and Gardner Road. This project was identified in the 2017 Wastewater Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction					809,000	809,000
Total					809,000	809,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund					809,000	809,000
Total					809,000	809,000

Budget Impact/Other
 Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	WW2401
Project Name	East Parallel Relief Lines

Type Improvement

Useful Life 30 years

Category Wastewater

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$350,000

Description

Construction of sanitary sewer relief lines.

Justification

Existing lines do not have capacity to convey the predicted peak sanitary sewer flows as recommended in 2017 Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction					350,000	350,000
Total					350,000	350,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund					350,000	350,000
Total					350,000	350,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 20 years
 Category Wastewater
 Priority 2 Very Important
 Status Active

Project # WW2402
 Project Name New South Lift Station and Forcemain

Cash or Debt: Debt

Total Project Cost: \$2,560,000

Description

Install new pumps at the South Lift Station, with other attendant equipment additions. This will increase capacity at the South Lift Station to accommodate expanding our service area to 199th Street, 1/2 mile either side of Center Street.

Justification

A request for service has been received by staff in the area south of Nike School. As this is prime development ground, more requests are anticipated in the future. With the development of the full South basin and with this added drainage area, the South Lift Station will need a major upgrade. The current projection is for a total peak flow of over 10,000 gpm. Project identified by the 2009 Wastewater Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total
Construction					2,560,000	2,560,000
Total					2,560,000	2,560,000

Funding Sources	2020	2021	2022	2023	2024	Total
Wastewater Fund					2,560,000	2,560,000
Total					2,560,000	2,560,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

City of Gardner, Kansas

Department Utilities
 Contact Utility Director
 Type Improvement
 Useful Life 30 years
 Category Wastewater
 Priority 3 Important
 Status Active

Project # WW2403
 Project Name North Parallel Relief Lines Ph. 1 & 2

Cash or Debt: Debt

Total Project Cost: \$3,600,000

Description

Construct sanitary sewer relief lines on North Lift Station.

Justification

Existing lines do not have capacity to convey the predicted peak sanitary sewer flows as recommended in the 2017 Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total	Future	
Construction					1,980,000	1,980,000	1,620,000	
Total	<hr/>					1,980,000	1,980,000	Total

Funding Sources	2020	2021	2022	2023	2024	Total	Future	
Wastewater Fund					1,980,000	1,980,000	1,620,000	
Total	<hr/>					1,980,000	1,980,000	Total

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2020 *thru* 2024

Department Utilities

City of Gardner, Kansas

Contact Utility Director

Project #	WW2501
Project Name	East Parallel Forcemain Ph. 1

Type Improvement

Useful Life 30 years

Category Wastewater

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$1,724,000

Description

Upgrade force main from lift station to the gravity interceptor.

Justification

Upgrade force main from lift station to gravity interceptor due to the expected increase in lift station capacity from development south of I-35 as recommended in 2017 Master Plan.

Expenditures	2020	2021	2022	2023	2024	Total	Future	
Planning/Design					207,000	207,000	1,517,000	
Total	<hr/>					207,000	207,000	Total

Funding Sources	2020	2021	2022	2023	2024	Total	Future	
Wastewater Fund					207,000	207,000	1,517,000	
Total	<hr/>					207,000	207,000	Total

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

City of Gardner, Kansas
Capital Improvement Program
 2020 thru 2024

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2020	2021	2022	2023	2024	Total
Parks and Recreation								
Reconstruct Celebration Parking Lot	PR1901	1		1,150,000				1,150,000
Westside Park Improvements	PR2004	2		525,000	137,000			662,000
Parks and Recreation Total				1,675,000	137,000			1,812,000
Public Works								
Gardner Lake Spillway	PW2004	3	26,300	709,768				736,068
US-56 and I-35 SB Ramp Improvement and Signal	PW2204	2			500,000			500,000
Gardner Rd (City Limit to I-35)	PW2302	3			550,000	3,675,000		4,225,000
Main Street Reconstruction (Moonlight to Bridge)	PW2303	n/a			192,200	3,594,994		3,787,194
Moonlight Rehab (Main to University)	PW2401	4					900,000	900,000
US-56 and I-35 NB Ramp Improvement and Signal	PW2403	2					650,000	650,000
Public Works Total			26,300	709,768	1,242,200	7,269,994	1,550,000	10,798,262
GRAND TOTAL			26,300	2,384,768	1,379,200	7,269,994	1,550,000	12,610,262

Capital Improvement Program

2020 *thru* 2024

Department Parks and Recreation

City of Gardner, Kansas

Contact Park and Recreation Director

Project #	PR1901
Project Name	Reconstruct Celebration Parking Lot

Cash or Debt: Debt

Type Maintenance

Useful Life 20 years

Category Park Improvements

Priority 1 Critical

Status Unfunded

Total Project Cost: \$1,150,000

Description

Replace the parking lot surface at Celebration Park. This will require the removal of the current surface, the placement of a base material (which doesn't currently exist) before putting down the new parking surface.

Justification

Celebration Park is the City of Gardner's signature park and is host to regional sports activities, community special events, and thousands of daily users each year. From the July 4th celebration that draws over 7,000 people annually, to the 25+ competitive tournaments featuring the 11/12AAA State tournament, this is the most visible park in the City of Gardner.

During the construction of Celebration Park, there was no base used underneath the asphalted parking lot. As a result, and over time, the parking lot is degrading and eroding away at a rapid pace creating unsightly and unsafe areas. The surface in and of itself is not the source of strength, and it is critical to keep water away from the subgrade soil, which is why base underneath is necessary. If the subgrade becomes saturated, it will lose strength and stability, making the overlying pavement structure susceptible to breakup under imposed loads.

Expenditures	2020	2021	2022	2023	2024	Total
Construction/Maintenance		1,150,000				1,150,000
Total		1,150,000				1,150,000

Funding Sources	2020	2021	2022	2023	2024	Total
Unfunded		1,150,000				1,150,000
Total		1,150,000				1,150,000

Budget Impact/Other

This project is currently unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Parks and Recreation
Contact Park and Recreation Director
Type Improvement
Useful Life 30 years
Category Park Improvements
Priority 2 Very Important
Status Unfunded

City of Gardner, Kansas

Project # PR2004
Project Name Westside Park Improvements

Cash or Debt: Debt

Total Project Cost: \$662,000

Description

Westside Park is a community park that is the site of one of the two sports complexes within the City's park system, receiving thousands of visitors each year for baseball and softball league games and tournaments, as well as daily patrons. The location and amenities of the park also allows for it to serve the neighboring residential areas as a neighborhood park. The parks inventory currently includes four baseball/softball fields, parking lots, concession/restroom facility, picnic shelter, sand volleyball courts, and a swing set. The aging playground was removed in 2019 due to obsolete replacement parts and unsafe equipment.

Listed below are a number of features and areas that are in need of replacement or repairs in order to provide acceptable service to the citizens and visitors of the community.

Replacement of the Concession/Restroom facility \$250,000 (2021)

Asphalt the common areas to manage drainage issues \$150,000 (2021)

Playground equipment replacement \$95,000 (2021)

Shelter Replacement \$68,000 (2022)

Basketball court replacement \$54,000 (2022)

Overflow parking paving \$150,000 (2023)

Justification

Westside Park plays host to a large number of league and tournament games, often being at capacity. Over 1,800 baseball and softball league and tournament games are played during an average season. Practices are also scheduled at the park on non game dates. Improving the facility will make it more accessible to all and serve the public to the level of expectation. An improved facility will also encourage additional tournament growth; making a positive impact on the local economy.

The Parks System Master Plan, developed by citizens of the community, identifies a number of necessary improvements that should be completed to the existing park.

It should be noted that much of the facility is not accessible to current code. This includes the gravel parking lot, concession/restroom facility, picnic shelter and common areas. Rehabilitated areas would be brought up to current code during construction.

The concession/restroom facility has significant structural concerns and is undersized for both concession operations and in the number of restroom stalls that are open to the public. The existing sewer cannot handle the usage and causes multiple closures throughout the season. Portable toilets are currently being used on site to assist with the demand.

Currently the complex drains across some of the playing fields. This makes preparing for league and tournament games very difficult and expensive after it rains. Grading and adding asphalt into these common areas would reduce cancellations of league and tournament games throughout the season.

The parks shelter is small for a community park and has structural concerns. There is wood rot and the concrete slab is in need of repair. Constructing a larger one would serve the park users better and would encourage additional reservations.

The park often had a large number of children playing on the old playground when it was in service while relatives were playing games. The unit was one of the oldest in the entire parks system and also served the adjacent neighborhood. A replacement playground would enhance the parks amenities and would be frequented daily as well during baseball/softball season.

The overflow parking lot is currently a gravel lot. It is heavily used during games and often fills up when league and tournament games are being played.

The existing basketball court is undersized with the goals placed on old telephone poles. The location is also next to the entrance of the complex.

Capital Improvement Program

2020 *thru* 2024

Department Parks and Recreation

City of Gardner, Kansas

Contact Park and Recreation Director

Replacing the court with one similar to the one located at Veterans Park would encourage use and serve the park users and neighborhood.

Expenditures	2020	2021	2022	2023	2024	Total
Construction/Maintenance		495,000	122,000			617,000
Engineering		30,000	15,000			45,000
Total		525,000	137,000			662,000

Funding Sources	2020	2021	2022	2023	2024	Total
Unfunded		525,000	137,000			662,000
Total		525,000	137,000			662,000

Budget Impact/Other

This project is currently unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2004
 Project Name Gardner Lake Spillway

Type Improvement

Useful Life 20 years

Category Street Construction

Priority 3 Important

Status Unfunded

Cash or Debt: Debt

Total Project Cost: \$765,468

Description

Removing the current spillway and replacing it with a new concrete spillway of similar geometry is recommended by Olsson and city staff. This alternative is the most economical solution that does not affect the normal pool elevation and flood elevations. The project does not include any modifications to the pedestrian hazard concerning the water overtopping the spillway (no bridges, low flow channels, etc. as these would affect the normal pool and/or flood elevations).

Justification

The Public Works department, working with consulting engineers, completed the required dam safety inspection and submitted to the Division of Water Resources. DWR has determined that the inspection and report satisfy the requirements in K.S.A. 82a-301 through 305a. DWR encouraged the city to implement the following recommendations found in the report, including construction of the service spillway and additional rip rap protection added to the upstream slope of the embankment.

Prior	Expenditures	2020	2021	2022	2023	2024	Total
29,400	Engineering	26,300					26,300
	Construction		709,768				709,768
Total	Total	26,300	709,768				736,068

Prior	Funding Sources	2020	2021	2022	2023	2024	Total
29,400	SMAC		294,121				294,121
	Unfunded	26,300	415,647				441,947
Total	Total	26,300	709,768				736,068

Budget Impact/Other

The project generally located at Gardner Lake Spillway meets the terms and objectives of the JOCO Stormwater Management Program. Funding application is pending.

The local match portion of this project is unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW2204
Project Name	US-56 and I-35 SB Ramp Improvement and Signal

Type Improvement

Useful Life 20 years

Category Street Reconstruction

Priority 2 Very Important

Status Unfunded

Cash or Debt: Debt

Total Project Cost: \$500,000

Description	
Design and construct improvements to the existing interchange to accommodate new development and increasing traffic in the area. Improvements will include new ramp alignments, signals, and turn lanes as warranted.	
I-35 SB Ramp Left Turn Lane and Signal	

Justification	
Traffic studies for developments in the area show that improvements are needed for the existing interchange to function properly in the near term.	

Expenditures	2020	2021	2022	2023	2024	Total
Other			100,000			100,000
Construction			400,000			400,000
Total			500,000			500,000

Funding Sources	2020	2021	2022	2023	2024	Total
Unfunded			500,000			500,000
Total			500,000			500,000

Budget Impact/Other	
This project is currently unfunded.	
Allows for continued development utilizing US-56 and I-35 corridors.	

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW2302
Project Name	Gardner Rd (City Limit to I-35)

Type Unassigned

Useful Life 20 years

Category Street Construction

Priority 3 Important

Status Unfunded

Cash or Debt: Debt

Total Project Cost: \$4,225,000

Description
Gardner Road - Reconstruction to Urban 4 Lane Roadway

Justification
Roadway will be required to meet future demands upon the completion of the new bridge and interchange improvements at I-35.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design			350,000			350,000
Land Acquisition			100,000			100,000
Construction				3,400,000		3,400,000
Utility Relocation			100,000			100,000
Construction Engineering				275,000		275,000
Total			550,000	3,675,000		4,225,000

Funding Sources	2020	2021	2022	2023	2024	Total
CARS				1,837,500		1,837,500
Unfunded			550,000	1,837,500		2,387,500
Total			550,000	3,675,000		4,225,000

Budget Impact/Other
The local match for this project is currently unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2303
 Project Name Main Street Reconstruction (Moonlight to Bridge)

Type Maintenance

Useful Life 20 years

Category Street Reconstruction

Priority n/a

Status Unfunded

Cash or Debt: Debt

Total Project Cost: \$3,787,194

Description

Reconstruction of the existing 4-lane roadway on Main St (US-56) from Moonlight to the New Century Bridge. The City has applied to KDOT to partially fund the construction.

Justification

The existing concrete roadway has deteriorated significantly over the past winter with most joints failing.

Expenditures	2020	2021	2022	2023	2024	Total
Other				684,394		684,394
Engineering			192,200			192,200
Construction				2,745,900		2,745,900
Construction Engineering				164,700		164,700
Total			192,200	3,594,994		3,787,194

Funding Sources	2020	2021	2022	2023	2024	Total
KDOT				2,000,000		2,000,000
Unfunded			192,200	1,594,994		1,787,194
Total			192,200	3,594,994		3,787,194

Budget Impact/Other

KDOT CCLIP Funding applications pending. The local match for this project is unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project #	PW2401
Project Name	Moonlight Rehab (Main to University)

Type Maintenance

Useful Life 15 years

Category Street and Concrete Rehabilitat

Priority 4 Less Important

Status Unfunded

Cash or Debt: Cash

Total Project Cost: \$900,000

Description

This is a major north/south multi-lane arterial that needs to be kept in good condition. Rehabilitation in 2024 will be 14 years since originally constructed - pushing the limit of when it should be done to 'keep the good roads good'.

Justification

As stated under description, the road was reconstructed in 2010+/- . To keep the good roads good, it is critical that preservation work occur before the roadway degrades to a point where reconstruction is needed. As this is a multi-lane north/south arterial, preservation is needed. Consists of a full width mill/overlay with restriping.

Expenditures	2020	2021	2022	2023	2024	Total
Planning/Design					10,000	10,000
Contingency					40,000	40,000
Construction					850,000	850,000
Total					900,000	900,000

Funding Sources	2020	2021	2022	2023	2024	Total
CARS					425,000	425,000
Unfunded					475,000	475,000
Total					900,000	900,000

Budget Impact/Other

None/Minimal. The local match for this project is unfunded.

Capital Improvement Program

2020 *thru* 2024

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW2403
 Project Name US-56 and I-35 NB Ramp Improvement and Signal

Type Improvement

Useful Life 20 years

Category Street Reconstruction

Priority 2 Very Important

Status Unfunded

Cash or Debt: Debt

Total Project Cost: \$650,000

Description

Design and construct improvements to the existing interchange to accommodate the Prairie Trace Development and increasing traffic in the area. Improvements will include new ramp alignments, signals, and turn lanes as warranted.

I-35 NB Ramp Improvement and Signal

Justification

Traffic studies for the Prairie Trace development recommends that improvements are needed for the existing interchange to function properly in the near future..

Expenditures	2020	2021	2022	2023	2024	Total
Other					100,000	100,000
Construction					550,000	550,000
Total					650,000	650,000

Funding Sources	2020	2021	2022	2023	2024	Total
Unfunded					650,000	650,000
Total					650,000	650,000

Budget Impact/Other

This project is currently unfunded.
 Allows for continued development utilizing US-56 and I-35 corridors.

COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 1

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider holding a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Gardner Spring Derby at the Johnson County Fairgrounds

Strategic Priority: Quality of Life

Department: Administration

Background/Description of Item:

Tumbleweed Bar and Grill, at the request of the Johnson County Fair Board, has applied for a "General Retailer" Special Event Permit and is requesting a Waiver of the Distance Limitation for an area to sell cereal malt beverages (CMB) during the Gardner Spring Derby event to be held Saturday, May 9, 2020.

The location is to be in the derby arena area (see attached map). CMBs will be served within the gates of the beer garden and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at both entrances. The hours of operation for the beer garden will be from 2:00 pm to 11:59 pm.

Since the location of the proposed beer garden is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a permit for a special event by the City Council.

This waiver and permit, if approved, will be for Saturday, May 9, 2020 only with the following restrictions:

- The location as shown on the map as provided.
- Hours of operation for the beer garden: 2:00 pm to 11:59 pm.

Attachments:

- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:

Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Gardner Spring Derby to be held on Saturday, May 9, 2020 at the Johnson County Fairgrounds, 136 E. Washington St.



RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS

Page No. 2020 – 46

March 16, 2020

The City Council of the City of Gardner, Kansas met in regular session on March 16, 2020, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Rich Melton, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Business & Economic Development Director Larry Powell; Parks and Recreation Director Jason Bruce; Police Chief James Belcher; Finance Director Matthew Wolff; Attorney Charles Dunlay; and City Clerk Sharon Rose. Others present included those listed on the attached sign-in sheet and others who did not sign in.

CALL TO ORDER

There being a quorum of Councilmembers present, the meeting was called to order by Mayor Shute at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENTS

Mayor Shute made a statement regarding the novel coronavirus, Covid-19. City and staff leadership will be discussing options and approaches to address issues during this pandemic period. In light of the pandemic and its impact on the most vulnerable portions of the city, low-income and fixed income households, they will discuss the all-electric utility rates. They will review different approaches to lessen the blow monetarily. This discussion will take place toward the end of the meeting.

Cary Prothe, 32385 W. 166th St. – He sent the board an email following work session. He requested they address suggestions he had offered. It sounds like they are planning to do that. He provided the City Clerk with copies of his emails to be entered into record (attached). He appreciates review of those options.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on March 2, 2020**
- 2. Standing approval of City expenditures prepared February 24, 2020 in the amount of \$126.50; and February 28, 2020 in the amount of \$826,275.80; and March 6, 2020 in the amount of \$332,905.56.**
- 3. Consider the reappointment of Scott Boden to the Planning Commission**
- 4. Consider authorizing the execution of a contract with Little Joe's Asphalt, Inc. for the 2020 Pavement Management Program (Asphalt)**
- 5. Consider authorizing the execution of a contract with Apac-Kansas, Inc. for the 2020 Pavement Management Program (Chip Seal)**
- 6. Consider authorizing a Change Order with Amino Brothers Co., Inc. to construct storm sewer improvements for the Waverly Plaza Special Benefit District**
- 7. Consider authorizing the execution of a contract for the Prairie Trace Sanitary Sewer Improvements Project**

Councilmember Gregorcyk asked to remove Item 4 from the Consent Agenda.

Councilmember Melton made a motion to approve items 1-3 and items 5-7 on the Consent Agenda.

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Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of Consent Agenda Item 4

Discussion of item 4. Councilmember Gregorcyk asked if the current apron of curbing will be addressed, or will it be done by previous contractor? In some areas there is a 3-6 inch apron between where the asphalt ends and the concrete curbing begins. Mayor Shute said the new contractor will not take action to correct the previous contractor's mistake. Gregorcyk asked when the mistake will be addressed? City Administrator Pruetting said he will discuss with Public Works Director Kramer.

Councilmember Gregorcyk made a motion to approve Consent Agenda item 4.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on final plat FP-20-01 for Frontier Commerce Park, 1st Plat

Councilmember Melton made a motion to approve the Planning & Zoning Consent Agenda.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider approving the City's contribution to health insurance premiums for the 2019-2020 plan year.

Human Resources Manager Alan Abramovitz said at the January 21 meeting, council approved partnering with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services. Staff has worked closely with CBIZ to choose best health insurance option for city. On March 9, CBIZ presented bids. After reviewing options, staff determined that Humana offered the best plan, from a cost perspective and comparability with current plans offered by MPR. Compatibility is important to minimize disruptions in service to staff. The plans from Humana represent a blended rate decrease of approximately 7.6% as compared to current MPR rates. When the number of staff members currently participating in each plan is accounted for, this represents an annual estimated savings of \$127,009 across all plans. Abramovitz noted that MPR projections show a 5-7% cost increase for plans in the 2020-2021 plan year. If the city chooses to continue using Humana in the future, they offer cost control measures such as an employee engagement program which incentivizes wellness and provides discounts to overall premiums based on staff participation, and a Total Health Contract which provides a rate cap in years two and three of the plan based on claims. Staff recommends the City's continued contribution to employees' health insurance premiums of 100% to the high deductible health plan (HDHP) *CF 1500 Single* and an amount equal to 82% of the *HDHP CF 1500* for *Tier II and Family*, equating to \$536.32 for *Single*, \$1,020.30 for *Tier II*, and \$1,209.42 for *Family*; and continue to fund employees' Health Savings Accounts (H.S.A.'s) "up front" at \$1,500 for *Single* and \$3,000 for *Tier*

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II and *Family*; and continue the City's contributions to the *OAP* (PPO) plan and *INO 1* and *INO 2* (similar to HMO) plans to an amount equivalent to 80% of the premiums:

- For *OAP* the City would contribute \$502.68 for *Single*; \$1,166.18 for *Tier II*; and \$1,382.32 for *Family*;
- For *INO 1* the City would contribute \$544.28 for *Single*; \$1,262.72 for *Tier II*; and \$1,496.76 for *Family*; and
- For *INO 2* the City would contribute \$535.92 for *Single*; \$1,243.32 for *Tier II* and \$1,473.76 for *Family*

continue the contribution to employees' vision insurance premiums at 100% / 80% equating to \$6.50 for *Single*, \$9.78 for *Tier II*, and \$13.92 for *Family* coverage; and continue the contribution of 50% of dental insurance premiums at \$18.58 for *Single* and \$46.26 for *Family*.

Abramovitz said the approved 2020 budget included a budget of \$1,741,300 for health, dental, and vision insurance across all funds. Utilizing Humana as the new health insurance provider, and working directly with Delta Dental of Kansas and MetLife (VSP+Retail) would have an estimated total cost of \$1,684,400 for the City. The new health insurance plan will start on July 1, 2020 and end June 30, 2021, crossing multiple budget years. The estimated budget savings in 2020 is \$59,300. The City anticipates an additional \$90,800 in savings in the first half of 2021 (when compared to MPR's estimated renewal rate). The annualized savings when compared to the 2020 budget and anticipated MPR renewal rate is \$150,100.

Councilmember Gregorcyk congratulated staff on the savings and providing quality health care to employees. What is the percentage of staff enrolled? Abramovitz said 120 employees out of 150.

Councilmember Melton is excited about the savings. Abramovitz said he had a great committee and CBIZ did an excellent job.

Councilmember Winters asked if this is this annual? Abramovitz confirmed.

Councilmember Melton made a motion to approve the City's contributions to health, vision, and dental insurance premiums for the 2020-2021 plan year (all dollar amounts as noted in "staff recommendation"):

- 100% for CF1500 Single (HDHP) and 82% of CF 1500 (HDHP) Tier II and Family
- 80% contribution to all other health insurance plans;

and fund employees' H.S.A.s "up front" at \$1,500 for Single and \$3,000 for Tier II and Family;

and contribute to employees' vision insurance premiums at 100% for Single and 80% for Tier II and Family;

and contribute 50% of dental insurance premiums

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

2. Consider a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas health dental and vision programs

Human Resources Manager Alan Abramovitz said this item is tied to the previous item; council authorized the adoption of health insurance plans from Humana. The City is currently part of Midwest Public Risk (MPR), but in order to withdraw participation, the city must adopt a resolution. The City will remain in their Risk program; and will only withdraw from health/dental/vision. The city will need to give required notice to leave MPR. Per MPR bylaws: "Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw..." The city's contract year with MPR will end on June 30, 2020, so a decision to withdraw participation must be made tonight in order to fulfill the obligation of providing 90 days' written notice.

Councilmember Melton made a motion to adopt a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas health, dental and vision programs

Councilmember Baldwin Seconded

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2049.

Gregorcyk:	Yes
Melton:	Yes
Roberts:	Yes
Winters:	Yes
Baldwin	Yes

3. Consider authorizing the execution of a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services

Human Resources Manager Alan Abramovitz said this item is tied to the new insurance plan approved earlier. They need to have a company that enrolls employees into the program. This is the same company the school district uses, and they provided a good reference. The city needs to obtain the services of a broker to provide ancillary insurance options to staff. CBIZ offered two options for these services. After a demonstration and comparison of each, staff selected Benefits Direct, named in the contract as National Insurance Marketing Brokers, LLC. The ancillary coverage options to be offered include cancer, accident, short-term disability, critical illness, permanent life, voluntary life, identity theft, hospital indemnity, and pre-paid legal. These are voluntary benefits the employees can enroll in if they choose. Benefits Direct offers benefits administration services for all of these ancillary products as well as for medical, dental, vision, voluntary group term life, group short-term disability, flexible spending, and health savings accounts. This includes a technology platform to better manage and understand individual benefits. The City currently utilizes American Fidelity for these benefits. Staff who wish to keep their benefits with American Fidelity will be able to do so; however, they will now be directly billed by American Fidelity rather than having these benefits paid for via payroll deduction. For year one (1) of this three (3) year contract, the fees are waived. In years two (2) and three (3) of the contract, a fee of \$2.50 per employee, per month will be assessed. This equates to \$30 per employee, per year. As the number of employees is subject to minor fluctuations, there will be minor fluctuations in the total cost of this contract. Assuming an average of 150 employees, the cost to the City would be \$4,500 per year for years two (2) and three (3) (as stated previously, fees are waived for year one (1) of the contract). This equates to an estimated total cost of \$9,000 over the three (3) year span of the contract. The City does not pay employee premiums for these ancillary coverage options.

Mayor Shute said the range of services appears more robust than previous offerings. Abramovitz confirmed there are more offerings than American Fidelity. They are voluntary with no pressure to employees to purchase. Mayor Shute said it will be considered as payroll deduction and there's benefit to that. Councilmember Gregorcyk said regarding the benefit from payroll deduction perspective, those paying out of pocket, are they taxed or treated different than if it was a payroll deduction? Abramovitz said some of the insurances are pre-tax and some are not.

Councilmember Melton made a motion to authorize the City Administrator to execute a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services at no cost for year one (1), and a rate of \$2.50 per employee, per month for years two (2) and three (3).

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

4. Consider adopting a resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas

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Human Resources Manager Alan Abramovitz said this is a result of COVID-19. According to Article 6-107.3 of the City's Personnel Policies, 2018 edition, employees may utilize their accrued sick leave for various detailed reasons. It also states that employees have the option of using accrued vacation leave when sick leave has been exhausted. They may also request a leave of absence without pay if all paid leave has been exhausted. In an effort to support employees through various impacts of COVID-19, staff brought forward this addendum to Article 6-107.3. The addendum shall be in effect commencing with the passage and adoption of council and shall expire only when the state of emergency declared on March 13, 2020 by the Johnson County Board of Commissioners has been lifted. In light of recent mandates regarding school closures and quarantines enacted in order to mitigate the spread of COVID-19, the City wants to ensure that staff has flexibility to use sick leave for additional purposes listed below:

- To care for a dependent child aged 18 or below if the child's school is not in session due to COVID-19. This shall not include time during which school was previously scheduled to be out of session, such as Spring Break.
- If an employee or a family member living in the same household is quarantined due to COVID-19

If an employee is unable to work due to the reasons outlined in Article 6-107.3a and their accrued sick leave balance will not cover their absence, they will be required to use their accrued vacation hours and Personal Day during their absence. Employees will be advanced up to 40 hours per week of sick leave, for a total not to exceed 80 hours once all other leave balances (sick, vacation, and Personal Day) have been exhausted. Such advances are to be approved by the Human Resources Manager on a weekly basis. The idea is to let them borrow from their future sick leave if needed.

Councilmember Melton said this is a good idea. Mayor Shute said they have to take care of city staff. Councilmember Gregorcyk said this is good and clarified it was for all staff.

Attorney Dunlay clarified key points.

Councilmember Gregorcyk made a motion to adopt a resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2050.

Baldwin	Yes
Gregorcyk:	Yes
Melton:	Yes
Roberts:	Yes
Winters:	Yes

5. Consider option for all electric utility customers

City Administrator Jim Pruetting noted that staff pulled the ordinance at the last minute. He continued that at the last meeting, Councilmember Winters discussed a few options that staff didn't have information for, like phasing in the rate increase. Staff gathered information for this. Mayor Shute brought forward the idea of repealing the ordinance and starting over to give staff time to give relief to customers most affected, and review the rate study again. Just before the meeting, staff discovered that if the rates were repealed, the city doesn't have authority to raise the rates on the customers that got a rate cut. They could repeal the ordinance if, going back three months, they didn't raise the rates and institute a new rate after the ordinance passed, and address the rates for all-electric and commercial. They believe they will lose \$75,000 by not going back and raising the rates on that class. They could go forward to give people time to prepare, better education and notification, and institute the rate change

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next January. There are options. Staff has information on what it would be to phase in or offer a payment holiday that would give residents a break between the winter rates and summer rates. Business Services Manager Amy Foster has information to pass to council. If they reach consensus, staff can bring the action on a special meeting or at the next council meeting.

Mayor Shute offered background on this. Everything has changed in the past 7 days. There is significant economic impact because of COVID-19. The impact of the all-electric rate is being felt by the most vulnerable people in lower and fixed incomes that can least afford an economic disruption.

City Administrator Pruetting spoke about the misconception that the absence of notification was called an error. He wanted the residents to understand that when staff got the information from the rate study, it was based on rate classes. They didn't get individual impacts in the study. Looking at the rate class for all-electric, the subsidy they received as a class was \$275,000. Divide that by 1302 homes for the year, and it is less than \$200. There was no notice of the range that was involved. Some high users got a several hundred dollar increase. No one knew that was going to occur. That information wasn't provided and they didn't recognize the potential for \$200-\$300 monthly bill increases. No one knew, and that's why there were no notifications. Councilmember Melton asked, if they do another rate study, can they factor that in? Pruetting confirmed.

Ms. Foster provided numbers for the impact of some of the options. A complete roll back of rate, over a 5 year period for all-electric customers, is about \$660, 000. That will then go to other ratepayers that is absorbed. If they do a four-year implementation for that rate class: 2020 is a loss of \$663,000, 2021 is a loss of \$505,000, 2022 is a loss of \$341,000, and 2023 is \$173,000. A quarter a piece would be absorbed into other rate classes. A two-year implementation is \$663,000 for this year and \$330,000 next year that would be absorbed. Ms. Foster reached out to the billing software company about repealing the rates back to January, and they noted they have mostly shut down and are working remotely, so response times are slower to get costs from them on rolling back the rate. It involves a cancel/rebill. They would rebill all of those customers at a different rate. The understanding was that repealing would undo everything, and cancel/rebill every single customer based on rates that were in place in December. Since then, staff was notified that they can't do that because it would have impact on some bills where they owe more money. If they roll back the all-electric piece, they will manually touch each customer to cancel/rebill. Last week, they asked that penalties be removed for January and February. If they repeal, that would be affected. Varying anything changes their bills, now that percentage on top of that changes. To go back and recalculate is almost impossible, and they would ask that it be repealed as well and give that money back to anyone who paid a penalty.

Mayor Shute said they'd discussed a bill holiday for all electric customers. It takes away a month's worth of bills for all-electric customers. Ms. Foster said they can remove charges for March, so those January and February bills that have extended would have a chance to catch up with payment plans. If they still need long-term payment plans that council agreed to, a complete rollback for that class of customer, they would lose the same revenues, but all in one month. Depending on usage, if they chose March, the rate would be zero dollars. They would still get a bill that shows their consumption, but would be zero dollars. This would get them to the summer rate period.

Councilmember Melton asked if staff can provide different options in the Friday minute memo. Ms. Foster agreed. Councilmember Gregorcyk clarified they are not taking action tonight? Mayor Shute said they were planning to, but it was not ready for this meeting. Shute is intrigued by the holiday option as it does not require any changes to the ordinance, will give customers that are heavily impacted by the rate increase some relief, and it's easiest on administrative adjustments. Councilmember Roberts asked if it would be a one-time holiday, or every March? Shute said one-time holiday.

Ms. Foster noted that if they repeal the rates, there was a 2% decrease that happened, and discounted rate in the summer, if they pull all the way back and don't pass a new ordinance, they would un-do those items and impact every customer. They had gone to small, medium, large commercial customers, and that would be un-done as well. Mayor Shute said with the holiday option, they would not change rates. Come winter, rates stay current, but it would give time to make adjustments. Councilmember Winters asked if this would be for residential or

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commercial. Ms. Foster said it would be for all of the all-electric customers. Councilmember Gregorcyk confirmed all of the all-electric? Mayor Shute said yes, residential and commercial. Councilmember Gregorcyk appreciated Pruetting's clarification that a notice wasn't overlooked, because no one knew it. Mayor Shute said the city did not make a mistake, the UAC did not make a mistake. The mistake was on the rate study providers who did not give proper information to make a decision. That will be corrected on further studies. Councilmember Baldwin said there is a report they can see what the rates were and that they change. It shows 2019 and 2020 and see the changes. It's not fair to say Burns & Mac made a mistake. Mayor Shute said the subsidized rate wasn't mentioned. Baldwin said they have to know what they are changing when they get the information. Mayor Shute asked if Baldwin knew that the subsidized rate was going away and it would increase bills by up to 70%? Baldwin couldn't say how much it would go up for each individual person. Shute said that's what he was referring to. Burns and Mac study didn't mention the 70% increase. Baldwin said that's not what they were paid to do. The city asked for a rate study per classifications to be revenue-neutral, did not ask what each person's bill would be on January 1 based on previous usage. Mayor Shute said they should have because having rates increase by 70% is inexcusable. Ms. Foster said that class showed for all-electric residential to be a little over 1% over the course of a year. Staff saw those number and rate changes, but the overall impact to the class of customer and annual revenue source was just over 1%, so it seemed insignificant to allowed them to combine it into the residential class over the entire year. Baldwin looked at ½ a million transactions and a majority of the changes were \$200 or less. There were some higher, but they don't know what the individual usage was. There are always going to be a few customers who use a lot more than the rest and they will take a hit early. They can't pay for a rate study that hasn't been implemented yet and throw it out. Mayor Shute said they are not, they are not changing the ordinance. Baldwin said they are kicking the can if they do any of the options already mentioned. They will lose money based off the rate study if they don't implement it and do a holiday. If they are doing this because of an economic downturn, it's going to get worse. They are already providing the assistance from Utility Billing to spread it out, and they are almost through the winter rate. If they rebill, it's going to cost more money, and then start the process all over again. Mayor Shute said yes, but it would give 7 months' time to get usage down, find alternatives to all-electric. Baldwin said they will affect the entire population for a very small percentage and it's almost over. They will impact every customer if they don't implement the study. Mayor Shute said they are not rolling back the rates. Baldwin said there will likely be a change on this same classification on the next rate study and delaying that will make it worse. Shute said they aren't delaying. Baldwin said they are if they give a holiday and have to recoup funds. How will they get that money back without a future impact to the rates? Shute asked what the impact would be if they did a holiday. Ms. Foster said it would be approximately \$320,000-\$350,000 for all all-electric customers. It would be \$230,000 for just residential, based on last year's usage. Mayor Shute asked if that would break the electric fund. Baldwin said the goal is always to keep it revenue neutral, and if they create expenses they have to adjust revenue. Mayor Shute said he wanted to do that with the ordinance repeal to stay revenue neutral, but they can't do it. The option is to go revenue negative and give residents a chance to prepare or don't do anything and they will struggle. Baldwin said they are almost through the point of struggling and provided options to spread out the payments. They provided options to mitigate this. They acknowledge it wasn't good, but need to continue it. It's an impact to certain people, but they provided a solution. Shute asked about commercial customers? Baldwin said they got notice. Shute noted that some of them saw an increase of 20%. Baldwin asked if he wanted all the other customers to subsidize them. Baldwin said this will affect rates for years. In two years, they will see this come back as a problem if they cause an effect that raises expenses. Shute noted that the country is in an economic crisis currently. Beginning tomorrow, all bars and restaurants that don't have carry-out or delivery will be closed. Many bartenders and servers will be out of a job. How many of them are on all-electric? Baldwin said whatever that number is, they are almost off the winter rate now and making adjustments now, but the city gives them the same amount in 6 months and they haven't had a job for months, and then raise the rates again.

Councilmember Gregorcyk offered a recommendation to leverage the pilot to offset the difference. Mayor Shute said it's a wash. The pilot comes from the same fund. Gregorcyk asked how much is in the electric savings account. Finance Director Wolff said the electric fund and electric reserve total \$15 million. Gregorcyk suggested

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tapping into the savings account to offset the electric, keep everything whole, keep the rate classifications, offset the pilot so the pilot is being distributed at 3% instead of 5%, and use that to support the offset, versus a one-month \$350,000. Gregorcyk said do this one time, keep the classifications and spread out over an 8-month period. Director Wolff clarified that the pilot is payment of taxes from the electric fund to the general fund, so shorting that shorts the general fund. Gregorcyk asked where the money is coming from. Shute said the electric fund. Wolff said the money is coming from the electric fund, but still shorting the general fund revenue. Gregorcyk said they are shorting the fund period. Baldwin said there's money being lost somewhere. Shute said because it's revenue negative. Baldwin said if the electric fund eats then it stays in that place and the pilot won't change and the general fund isn't effective. Gregorcyk said they need to help the customers no matter where the fault lies. Shute said the only thing changed since last week is the economic landscape. Baldwin said they are almost through the hard billing months, and have options to mitigate it, if they go back and spend money, it causes an effect regardless of where it comes from and how it's dealt with in years going forward. There's no telling what the future holds, so the assistance they provided on how to mitigate this is what they need to do, otherwise it will reopen the issue several months later. Shute asked why it would be worse if they aren't changing rates. Baldwin said summer will come and go, but winter comes and the bills are going to be high like they are now. Shute said they will work with customers to lower usage, lower demand, work with subdivisions to run gas lines, assess citizens with a benefit district. It gives them time.

Councilmember Melton asked that Ms. Foster give options in a memo so they can look at them all and move on from this tonight. Councilmember Winters asked if there were other options to find middle ground. His concern is for the people that did install all-electric because of the discount, which benefited the city, and then they took it away and most apartments don't have gas. Those people were affected Are there options like once they reach a higher level, there's a discount, and then once they reach another higher level beyond that the discount stops? How big were the apartment users' increase? Ms. Foster said most apartments ranged between 5-14% based on this year's consumption. Winters said over those three months, giving them a payment plan spreading out a couple hundred dollars over 12 months, that's more doable. Winters is concerned with those single family residential, many who built or purchased knowing that. They need to address it for the short term. He would like options for that. Mayor Shute said they can't favor one group. Ms. Foster said that would require an ordinance to change a rate. They did away with step rates. Staff would bring back an ordinances that recreates another all-electric class that they did away with and add a step break. She can offer them again the items agreed to last week. She has 5 energy assessment companies lined out. Anything involved in how they will with the rate charges, it would require an ordinance. Shute said they need to drive down the demand curve. That's the cause of this issue, high usage. The all-electric commercial customers that were under no demand charge are now feeling a demand charge. Ms. Foster said the all-electric commercial customers do have a demand meter. Staff worked with two largest ones this week and sent meter staff out for multiple reads to figure out when their peak demand is and working with them. Smart meters are coming for residential. Those meters will read every 15 minutes, and some customers were impressed with what they would be able to do when they see their usage. They will have control over their consumption, and identify problems. This doesn't help with what they've already received. Mayor Shute said it's good to have education on usage and trying to dis-incentivize high usage.

Cary Prothe, 32385 W. 166th St. – He understood there was a subsidy for all electric homes in winter. Under the old rate, they paid more in summer. Adjustments may need to be made. One suggestion was raising the base level to 1200 and cap the upper level of the lower rate at 3000. Another suggestion, the winter rate is 7 months, That's a big window. October is included, which is September usage and furnaces aren't on. The reason it was put in place 20 years ago was for that wintertime usage, but maybe it can be 5 months. The bill holiday is an option, but at the end of the year, it won't make an impact. Next year they will be where they are now. If all electric rate goes away completely, they were offered that when they built, they have gotten bids on putting in a gas furnace and it's not cheap. If the all-electric rate goes away or stays the way it is now, he suggests a 3-5 year phase in, instead of all at once.

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Maria Jeng, 721 E. 167 Terr. – She lives in a subdivision that is not all-electric. She contacted the gas company. Her house is lined for gas, but it's never been used. They would have to hire specific gas plumbers to make sure the lines are still able to be used and it would have to be inspected by the city to make sure it was up to code. It would cost additional money to replace the furnace, heat strips and heat pump with the HVAC and converting. She has already made upgrades to the big-ticket items for efficiency. She contacted Evergy and they do offer an all-electric step. They have summer and winter rates. Their consumption rate before the discount is 1000, and the city was 800. Maybe compensate so homeowners can meet that level. Also, she was the random resident number 1. The presentation showed that hers was a 41% increase for the months of January and February. The numbers presented and calculated from 2019 was supposed to be a 14% increase. That's a significant difference. She asked for a compromise.

Councilmember Winters noted that looking at Nottingham apartments, if they gave a bill holiday, those residents would get more than what they paid additionally. Their March bill last year was \$118, if they gave them March off this year, the difference so far has been about \$60, so they would be getting double back.

Councilmember Baldwin said all of these things that have been brought up should be incorporated in the next rate study. Changing everything now will have a detrimental impact, and it will be an issue again. It's an issue now and they have solutions to mitigate. They can't fix it 100%. Mayor Shute said it's a mitigation, not a solution.

Councilmember Roberts said she wasn't on council when this was passed. She knows there is a shortfall if they do something to help, but she would like to see the options. The repeal is not good, she isn't sure if the holiday is the answer, but they have to do something to make this situation better. She knows there will be shortfall, but needs to see the options.

Councilmember Gregorcyk asked if they looked at a per kilowatt price of .05, as example, and gave a credit for the next several months. Ms. Foster said they will run into the same thing as the rate study did. It's seasonal, depending what the summer looks like that could be a big amount or it could be smaller depending on consumption. It's giving them a different rate, and pulling them back into their own rate class. Councilmember Gregorcyk doesn't want to lose momentum on rate study or rate classes. He thought the nickel per kW of reduction would keep them whole and limit. Mayor Shute asked if he was discussing changing power cost adjustment? Councilmember Baldwin said that would affect everyone. Mayor Shute confirmed they can't do that. It would be a special for a certain class of customers, a new rate class.

Councilmember Gregorcyk wants to solve the problem. The city affected those citizens and they have to make it right. There is going to be a revenue loss, and they need to determine what the palatable loss is on the revenue side while taking care of the customers, because they don't have options if they are all-electric. Mayor Shute said they have to be fiscally responsible. That doesn't mean affecting one group to help another. The electric fund has a robust balance, but they can't use that as a slush fund. Must be done in a measured way, with the right numbers. Councilmember Gregorcyk asked if Friday is too soon for staff to put the numbers together. Ms. Foster said it's a lot to put together. Gregorcyk said he's looking for the best solution for the customer and the city with nominal revenue loss. Is Friday too soon? Director Wolff said they would set it as a tentative date, and if not, they'll send a memo next week.

Councilmember Baldwin asked if there is a revenue number that they are comfortable losing. Mayor Shute said they can't make an intelligent decision until they know impact. Councilmember Baldwin asked what they are trying to achieve. Councilmember Melton said it will depend on when he looks at the data. Councilmember Roberts thought the bill holiday was good at first, until Councilmember Winters noted that some would get back more than their overage – at first thought the holiday was good, until Councilmember Winters brought up that some would get back more than their overage. It should be more equitable, a partial holiday maybe. Mayor Shute said there are different types of all-electric households and businesses. Some are lower usage and have minimal impact. Medium users have a greater impact. High usages had the greatest impact. Ms. Foster said they are the ones who would see the biggest savings on a holiday. She brought up holiday because the word rebate came up to give everyone a certain amount to help them through the impact, but when they have a high user and low user,

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that absorption isn't enough. It's not fair when done by kilowatt-hour. How can they address it based on a flat rate for all and give something back to absorb. Based on consumption levels it would be giving them back kilowatt-hours and cost. Regarding electric reserve fund: there was 3% inflation rates of expenses, so the fund in the rate study through the years operates in a negative. They are spending more than bringing in. Touching that fund impacts the rate study, it was worked into rate study. Mayor Shute clarified the 3% increase in expenditures year over year and a 1% increase in revenue year over year. Shute said the growth they are seeing may allow a great than 1% increase. Councilmember Baldwin said the \$15 million fund, \$3 million is not usable. Out of the remaining \$12 million, \$4 million goes to smart meters. Now it's down to \$8 million. The rate study two years ago took that into consideration with future projects. Mayor Shute said that's why he looked at a one-time adjustment and not a rate change.

Mayor Shute asked about March bills, are they being tabulated? Ms. Foster confirmed. If they give back March, they would have to cancel those bills. The last billing for March will process and mail on March 27. Shute asked if they need a special meeting before the next council meeting? Ms. Foster said April bills would start processing before April 6. Pruetting asked Ms. Foster if that provides enough time to implement any change before the April bills? She said it depends on what is decided. Councilmember Baldwin said if there's a change of any sort, they should either have a special meeting or a work session. Shute asked for consensus for a special meeting or work session on March 30. There was consensus among the council.

COUNCIL UPDATES

Attorney Dunlay shared that everything is going to be closed until April 6 in Johnson County. School districts have been closed. People can't gather in groups of more than 50. Mayor Shute said guidance is coming in for gatherings at 10 or less. Dunlay said they would prefer 10, but right now, it's 50. More than 50 and it would be outside of compliance. If they have a special meeting and more than 50 attend, they have to stop the meeting. They can't keep anyone out. Dunlay said they cannot meet without allowing open meetings. Many municipalities are canceling meetings. Councilmember Melton said two councilmembers could call in and allow for two more in the meeting. Baldwin said they could ask if someone wanted to watch outside. Pruetting said the 50-person mandate didn't apply to governmental or judicial gatherings. Dunlay said they are not bound, but strongly suggested. Johnson County District Court has shut down jury trials until May. Federal Court is closing non-emergency actions. Mayor Shute said the city has closed municipal court. Ms. Foster is managing that as well. Shute appreciates Ms. Foster's work

Director Wolff offered his thanks to Ms. Foster. She's been working a lot of hours and is extremely professional, maintaining high customer services. She and her staff have been fantastic the last few months working with customers through these issues. Mayor Shute said they owe her a debt of gratitude.

Mayor Shute asked Chief Belcher about his emergency operations contingencies. Belcher said they have made internal change to help combat some contact. Operations are running well right now. Shute asked if there are contingencies in place in case there's civil unrest. Belcher confirmed.

Director Bruce said he's been in contact with other area agencies regarding their plans moving forward. Gardner has not canceled any events yet, but they have closed the Senior Building access through the end of the month. It is only available for Meals on Wheels volunteers. They canceled soccer and baseball practices through this week, and will reassess daily. Staff are watching for recommendations from the county. Mayor Shute said not gathering in groups of 50 or more means they will have to reevaluate the soccer season.

Director Powell said staff sent out notice yesterday and reminder notice today about a planned meeting with builders to discuss the 2018 change in IBC and IRC that the city plans to adopt. Staff plans to bring that code change forward in May. Councilmember Melton asked if staff can send it to Kansas City Home Builders Association and have them send it to their folks. Even if they aren't building in Gardner, they'll see that Gardner is asking questions and trying to get feedback and it may drive interest for them to come to Gardner. Powell agreed.

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City Administrator Pruetting appreciated the consideration on the sick leave policy. He tried to give updates over the weekend as he received them, but things happened fast last night and today that he wasn't able to give updates. Things were changing by the minute. MARC has coordinated a task force for area cities. He worked with staff today on continuity of operations or critical functions and how each department would keep up with essential items. Council may notice changes in scheduling, some staff may work from home in some manner. He doesn't know how many yet. They may work in split shifts to decrease the number of people in City Hall. He is being proactive, and the changes come in quickly, he may not get notification to council before changes are made, but he will get notice out. IT Manager Greg Etcheson set up a VPN so staff can set up a remote desktop. It had limited functionality before, now everyone has access to it. He will keep everyone notified. Mayor Shute said things are constantly evolving and that will be the case for a while. Pruetting said some jurisdictions have already made the commitment that if it is mandated to shut down City Hall, their employees will still be paid. He did not bring it up along with the sick leave policy is because it may come with funding from the federal level. It was premature to discuss it, but it could come up in the near future.

Councilmember Melton said a lot of people may not have internet access. Groundhouse has free Wi-Fi, but he wanted to share that Crown Realty also has free Wi-Fi. People can pull up to parking spots and use it from the car if needed. It could be an issue for some since the library is shut down.

Mayor Shute advised everyone to stay safe. It's frustratingly uncertain right now. There's fear and panic, but we should care about one another. Now is not the time to isolate from everything, unite to do the right thing by the people around you.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Gregorcyk and seconded by Councilmember Melton the meeting adjourned at 8:49 p.m.

City Clerk

Electric Rates

From: Cary Prothe ([REDACTED])

sshute@gardnerkansas.gov; twinters@gardnerkansas.gov; rmelton@gardnerkansas.gov;
mbaldwin@gardnerkansas.gov; rgregorcyk@gardnerkansas.gov; troberts@gardnerkansas.gov;
gary.williams@gardnerkansas.gov; kristina.harrison@gardnerkansas.gov; bryce.augustine@gardnerkansas.gov;
barbara.coleman@gardnerkansas.gov

Sent: Tuesday, March 3, 2020, 08:50 PM CST

I am writing to give my opinion to the recent large increase in electric rates to all electric homes and to ask for your reconsideration to these increases.

If I have done my math correctly someone who only uses a total of 1600 units of electricity have seen an increase of 30% in their electric bill. If someone uses a total of 2400 units the increase is 50%. In my case my usage is a little higher and my January electric bill increased 60% and my February bill increased 70% over what they would have been last year. All of these percentage increases are extremely high for the same amount of usage.

I have heard someone say that we were getting a great deal with the old winter rates and that it was not fair to others. I do not consider this to be an us against them (all electric vs natural gas) situation. We all paid the same rates during the summer. Then when we all start to heat our homes, the dwellings that used natural gas were using a cheap energy source and those that used all electric were also using a cheap energy source. Either way all who live in Gardner had an affordable energy source whether it was with natural gas or electricity. What you have done by approving the rate increase is now making the use of electricity as the source of heating our homes become very expensive while those that are heating with natural gas have a much less expensive source of heat.

I personally hate using a heat pump to heat my home. I feel like I am always cold no matter where I have the thermostat set. I much more enjoy the warm air that comes with natural gas heat. However, when we built our home a few years ago, the city provided an incentive to have an all electric home so along with our builder we decided to go with the all electric home. We made a financial decision partly based on the lower rates that would be applied in order to heat our home. Now a few years later, you have decided to remove the incentive. I can't magically change my mind on how we heat our home. You offered me an incentive to make a decision and I agreed to it and now you are taking it away. That is not a fair or right decision.

I know that you must have reviewed numbers until you could not stand to look at numbers anymore in making this decision. However, I can not fathom how appointed and elected representatives of the City of Gardner could justify increasing the electric rates of their own citizens by 30% to 70% or more. I am hoping that you now realize the real significant impact this is having on families budgets and will reconsider this increase.

1. The percentage increase in electric bills is extremely high.
2. Under the old rates, natural gas and electricity were both affordable ways to heat our homes.
3. You provided an incentive that we relied on to make a financial decision and now you are taking that away.

Thank you for taking time to read this and for taking time to respond.

Cary Prothe

Electric Rates

From: Cary Prothe ([REDACTED])

sshute@gardnerkansas.gov; twinters@gardnerkansas.gov; rmelton@gardnerkansas.gov;
mbaldwin@gardnerkansas.gov; rgregorcyk@gardnerkansas.gov; troberts@gardnerkansas.gov;
gary.williams@gardnerkansas.gov; barbara.coleman@gardnerkansas.gov; kristina.harrison@gardnerkansas.gov;
bryce.augustine@gardnerkansas.gov

Thursday, March 5, 2020, 01:15 PM CST

Thank you to those who have had a chance to read my e-mail from Tuesday evening and have had a chance to respond. I just want to clarify a couple of items from some of the responses.

I really do not remember if I ever read or heard about rate increases that were voted on a year ago. If I had heard about a rate increase I would have assumed it would be a standard low percentage increase like we all face with all of our bills. I don't know that the city could have done anything different in making sure that I had heard about a rate increase. I am not a fan of facebook and I don't follow city issues unless I hear about them from someone else. I basically believe you are the elected and appointed leaders of our city and I just want to let you do your job. However, I am writing because I believe something has gone terribly wrong.

As I mentioned in my first e-mail, my January electric bill increased 60% and my February electric bill increased 70% over what it would have been last year for the same usage. This is not an inflated number because of any possible more usage this year verses last year. This is based on my actual usage for this year compared to what that same usage would have cost me last year. Again, something has gone terribly wrong if this was what the utility commission and city council intended.

We can all look at and listen to the same thing but we can all see and hear different things. So I want to make very clear what I am personally hearing from the city in regards to my all electric home.

City: We would like for you to build an all electric home.

Cary: Natural gas is a much less expensive way for me to heat my home.

City: You would really help us because we need to sell a certain amount of electricity in the winter time and we have a lower rate for the portion of your electric bills that you use for heating so we can compete against natural gas.

Cary: Sounds like you have an option that I can live with because of the lower rates even though I would prefer natural gas. I will build an all electric home.

Couple of years later

City: Thanks for helping us out. Now we are going to raise your rates.

I feel like these rates need to be reviewed. It is my understanding there is a very large reserve account that you have considered using in the past. I am sure all of you can come to a better conclusion than increasing rates by such large percentages.

Thanks.

Cary Prothe

Electric rate meeting

Cary Prothe (████████████████████)

sshute@gardnerkansas.gov; twinters@gardnerkansas.gov; rmelton@gardnerkansas.gov;
mbaldwin@gardnerkansas.gov; rgregorczyk@gardnerkansas.gov; troberts@gardnerkansas.gov

Thursday, March 12, 2020, 09:40 AM CDT

Thank you very much for holding a work session last Monday evening to talk about the electric rate increases. I know that took time away from your personal life and it is appreciated. I did not realize that the public was not able to speak at the meeting and I had some ideas that I was going to suggest that I thought you could discuss at that time so I am sending those to you now.

First, I did not appreciate being rebuked for not appearing at utility board meetings or not being more informed about the rate increases. By the boards own admission there was a lack of good communication about the impact of the increases. My issue has never been about whether or not I knew about the increase or whether or not I knew what the impact would be. My issue has always been that this change should never had been made in the first place. I vote and then I stay out of your way to let you do your job. You should not need me to judge and criticize your every move. However, I have a very realistic expectation that my elected leaders are not going to discontinue a program that has been going on for 20 years and that the city wanted me to participate in and that I relied upon when building my house. I also have a very realistic expectation that my elected leaders are not going to raise my electric bill by 25% for the year.

I do understand that adjustments may need to be made to the plan every so often and if I am going to express my displeasure I should also have some suggestions. The first is based on the 7 months of winter discount usage. That really is a pretty large window for a winter use discount. The meter readings for April and October would generally have a very limited amount of heating usage and could be adjusted to the full rate which would leave only 5 months of winter usage instead of 7. To take it one step further you could even eliminate 2 more months and then only leave winter use for readings in January, February, and March which would be for usage during the months of December, January, and February. This would at least keep intact the cities intended discount for the cold winter months when electrical usage for heating is the highest and would allow the city to keep the incentive that the city had offered to residents.

A second option to make adjustments to the plan is to raise the base level of usage for all electric. The first 800 units of usage were billed at a higher rate and then only everything over that was at the discounted rate. So one option is to raise the base level from 800 to 1200 or even 1500. This would probably hurt those with the lowest usage the most so let me also suggest an option that would hurt me the most and that is to leave the base at 800 and instead have an upper limit of say 3000 units and then everything over that would go back to the higher rate. This would also encourage some energy conservation.

Either one of the ideas above would have increased the bills of the all electric residential customers but at a much more acceptable percentage and it would have maintained the integrity of the cities overall incentive program that it put in place and upon which residents relied upon.

I also consider myself to be a reasonable person and realize that the odds of the city council voting to put the old rate structure back in place is very slim. By the councils own admission they did not realize the significant impact this would have on many residents. Delaying the implementation for a year did nothing to help us prepare for the change. Also the use of the equal payment plan can sound like a great solution on the surface and it does help to spread out the highs and lows. However, no matter how the payments are made, at the end of the year I will have paid 25% more. I also heard someone say that we just need to "bite the bullet". When I hear that I think of a one time big impact. That is not what this is. This is a year after year impact. In fact after 5 years it will have cost me almost an extra \$3,000. Do you think I would have agreed to put in all electric if I would have known that?

So at the very least, given how much of a significant impact this has on residents, you should phase this in over a period of at least 3 to 5 years. A smaller raise every year is the only way to get acclimated to the rate increase. You could use the same ideas above to accomplish this. You could eliminate a couple of months each year until all winter months are eliminated or you could make adjustments to the base or upper limits each year until all units are at the higher rate.

I have given you some suggestions on how to raise the all electric rates while maintaining a discount as promised and I have also given some suggestions on how to phase in the change if you decide not to put the discount back in place. I am asking you to please consider these options.

Thanks.

Cary Prothe

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The City Council of the City of Gardner, Kansas met in special session on March 30, 2020, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Rich Melton, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Utilities Director Gonzalo Garcia; Finance Director Matthew Wolff; City Attorney Ryan Denk; City Clerk Sharon Rose; and Business Services Manager Amy Foster. Others present included those listed on the attached sign-in sheet and others who did not sign in.

CALL TO ORDER

There being a quorum of Councilmembers present, the meeting was called to order by Mayor Shute at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

NEW BUSINESS

1. Consider rate/billing options for electric utility customers

Business Services Manager Amy Foster shared background from the last meeting regarding the rate structures that went into effect on January 1, 2020. The presentation contains options previously discussed and also new options. Ms. Foster presented the following options:

- Option 1: Provide a one-month holiday to “all-electric” residential customers. This option involves not charging “all-electric” residential customers for their March consumption. “All electric” customers would receive an adjustment to their account for the March billing cycle. The financial impact would be approximately \$235,141. This option would require that all 1,302 electric residential customer accounts be analyzed and recalculated for each month. March bills were lessened due to conservation methods and mild weather. Staff would work with customers to reduce consumption before the next winter rates take effect.
- Option 2: Provide a one-month partial holiday to “all-electric” residential customers. This option involves not charging “all-electric” residential customers for their March consumption over 800 kWh. The financial impact would be approximately \$131,661. This option would require that all 1,302 electric residential customer accounts be analyzed and recalculated for each month. Staff would work with customers to reduce consumption before the next winter rates take effect.
- Option 3: Provide a credit to “all-electric” residential customers if they paid more under the new rates when compared to the old rates for the months of January, February and March. This option will cost approximately \$97,987. This option would require that all 1,302 electric residential customer accounts be analyzed and recalculated for each month. Bill their consumption under previous rate for the first three months, but the rate stays the same.
- Option 4: Repealing ordinance 2597 in its entirety and provide a credit to “all-electric” residential customers (same as the option 3 credit). This action will cause rates to return to previous levels. This option would cost \$97,987 and require that all 1302 “all-electric” residential customer accounts be recalculated for January, February and March. Returning to the old rates would decrease the rates for “all-electric” customers and increase the rates for all other residential customers.
- Option 5: Amend ordinance 2597 to phase in the new electric rates for “all-electric” residential customers. A two-year phase in would result in approximately \$448,189 in lost revenue. The four-year phase in would result in approximately \$775,078 in lost revenue.
- Option 6: Amend ordinance 2597 to create a rate of \$0.05 per kWh for consumption over 800kWh for “all-electric” residential customers and credit “all-electric” residential customers for the amount paid over the new proposed rate for January, February and March. This option would result in approximately \$270,388 in lost revenue annually.
- Option 7: Provide a one-month holiday to electric residential customers versus just the “all electric” residential customer. Residential electric customers would receive an adjustment to their account for the March billing

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cycle. This option involves not charging electric residential customers for their March charges. This is easiest to implement. The city decided before the governor's order to waive late fees and shut-off charges and not shut off utilities. Customers have been grateful for that, knowing they won't have their utilities shut off while they are home indefinitely. Staff pushed billing for March earlier so they could see the numbers. The financial impact would be a one-time decrease of approximately \$733,573, to cancel out all of the electric charges to residential customers that are on the city's electric system, including service charges, power cost adjustment and consumption charges. Of that, the "all electric" residential would be \$207,367 and the non "all electric" customers would be \$526,206.

- Option 8: Provide a one-month partial holiday to electric commercial customers, who have also been impacted. This option involves not charging electric commercial customers for the first 5,000 kilowatt hours of March consumption. It does not include service charges, power cost adjustment, or demand charges. The financial impact would be a one-time decrease of \$56,828 based on what was actually billed.

Council approved options to mitigate impact of new rate structure at the work session: removed late fees, approval to budget billing program without meeting qualification standards, payment plans; currently staff is asking customers to wait until they can come to city hall in person. Staff will work with them after usage goes down. Once city hall is open to the public again, staff will send out notices that the city will not disconnect them right away, but give them a period of time to come in and make adjustments and plans to avoid disconnect. Staff received responses from 5 agencies regarding energy assessments from 5 agencies, but no one has signed up yet. She hasn't pushed that as an option yet due to time constraints, but it's a great advantage for any customer.

Mayor Shute read into record three public comments that were sent in prior to the meeting:

- Judith Rogers, 832 S. Juniper Terr – "I believe citizens who can document that they are receiving unemployment benefits at this time, then they should be able to waive payment of their utility bills for several months, especially considering the large reserve we have now. Please forward this memo to the Mayor, City Council members and the City Administrator."
- Michael Kreller, 18413 Sycamore Ct. – "I am begging that our City Council Members not raise the City of Gardner current electrical rates for single family households in the City of Gardner. I realize that we are a growing community, but increasing costs for water, private haul trash pickup (Gardner Disposal), and increasing taxes are making it more and more difficult for those of us who are retired and on fixed incomes to maintain our homes and lives in Gardner. Please consider us when you make decisions regarding increasing any city service rates."
- Christopher Wagner, 1199 E. Santa Fe, Lot 100 – "Ok so i got yall letter in mail kinda of late after the fact. My bills dramatically doubled or i live in Conestoga i am all-electric i am a single dad 1 child i make too much to get assistance i unplugged every non. Essential in my home changed most of my lights to led but going from 150 to 200 to 336 338 that crazy so the ppl that your letter stated in home engery management at no cost how they supost to help me? Ive looked into solar but since i am in a mobile home i dont qualify really sinks i am struggling even worse"

Kacy Deaton, 533 N. Winwood – She thanked Amy Foster for all the options, and can't imagine all the work she has done the last few months gathering all the information. Ms. Deaton emailed council this week, but wanted to be heard at the meeting. A large surprise bill for any household is unwelcome. She got one just after Christmas, and had to remove electronics. Her family had to take into consideration their own conservation. She budgets for her bill, she doesn't budget for everyone's electric bill. Taking money from all the citizens to give to a few doesn't sit well. She supports the payment plans, and knew that was offered before the pandemic, but to change rates and have the city lose so much money when everyone is struggling, she doesn't want council to take tax dollars from everyone to give to a few.

Councilmember Baldwin asked what are they trying to solve? Those were a lot of options to affect a lot of people in a lot of different ways. Mayor Shute said they are fulfilling the mission of the electric utility, which is to serve the

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citizens of the community. The late options, 7 and 8, were with that in mind. Baldwin asked is it to help as many as possible or those who are hurting the most? Shute said both, everyone is struggling.

Councilmember Winters said as they got options and emails, he was thinking along options 7 and 8. Now they have been given this information with numbers. His issue with some other options is that they single out a certain group to help, and could take money from the other citizens. Options 7 and 8 are unusual, he doesn't know if it's ever been done, but it's a unique time in the area and the country. The city owns its own utility and has an excess of reserves. This is a chance for the city to make a large gesture. There are a lot of people without income right now, worried about paying bills, and the council can make an immediate difference. It applies to everyone across the board. This would be well received in the community, but also state wide or nationally. It's a great way to help the residents. It's a lot of money, but it's a one-time thing. He supports option 7, but also option 8 because they need to look out for business customers as well.

Councilmember Roberts agreed with Councilmember Winters, and likes the last two options. It's a unique solution for a unique situation. It will hit budget and reserves, but it will go a long way. People are struggling. They will have to figure out how to budget later on. Mayor Shute asked Finance Director Matt Wolff what's the direct budgetary impact on this other than the \$800,000? Director Wolff said they ended 2019 with \$12.3 million dollar fund balance, and another \$3.1 million in the electric CIP reserve fund, which won't be touched, but they have a robust fund balance of 80% fund balance in just the electric fund. It's not going to impact the immediate budget. They will try to hold rates steady as possible. Costs will go up over time, and eventually be in a deficit. Theoretically, they will need to raise rates to counteract the future deficit, but this could mean moving planned rate structures up a year. Mayor Shute said that's assuming the projections based on 3% increase in expenses on an annualized basis. Wolff confirmed and said if the city continues to grow with more electric customers, they may not have to increase earlier, with that being 4-5 years out. Shute said this is a one-time hit. They are not giving money back to people, they are forgoing revenue.

Councilmember Baldwin noted that the CAF wasn't out before public comment. When it's a special meeting, staff should publish the CAF early for residents, especially if they are asking for comment ahead of the meeting. Ms. Foster held it up for billing so she could have accurate numbers. Baldwin was not criticizing staff, just noting this going forward. He said the website is still misleading, referencing that everyone gets a 2%, not indicating that there's ever a time when all-electric would not get 2%. Baldwin continued, stating he is not in favor of 1-4 or 6 because they aren't equitable. They are picking a group to get special treatment. Options 7 and 8 are similar, but giving a whole holiday to residential and only a half holiday to commercial. Option 5 is irresponsible. That's not following the plan or guidance from the consultants. If they roll it back and phase it in, it voids the entire rate study and implementation. Why spend money on a rate study then? Regarding options 7 and 8, how many are still behind for January and February and are all-electric customers? Ms. Foster said out of the 1300, they have about 200 payment plans in place that are considered longer-term than one month. Baldwin said for options 7 and 8, if they do a full or partial is arbitrary, and staff picked March. Why not January? Why not an average of last year? They could have said 10% of any number, or everyone gets \$100. The rates needed to change, the consultant told the city what to do, they delayed implementation by a year so rollout would be good, communication could have been better. They offered mitigation options to help those that got hit with big bills. Council voted on this in January 2019. If they delayed 6 months, had perfect communication, would they be talking about this now? Are they going to talk about this again in July and August when water rates go up and still in pandemic? What is Gardner Samaritan program doing? They are talking about gifting money to the population, it sounds like charity and not government. Shute noted that Councilmember Baldwin has said for many years the city has overcharged customers and that's led to the large fund balance. Baldwin's suggestion has always been to do something directly related to electric or give the money back. Shute said he's going in the second option. There are people in the community who are hurting right now with job loss, bills, mortgages, rents, and that's why options 7 and 8 make sense, both together, not 7 OR 8. This is an equitable way to use some reserve to give back to those in the community, and they aren't giving it back, forgoing revenue for one month. March was chosen so staff don't have to go back and adjust 8,000 bills. Better to do it now, forgo March revenue than go back and re-bill February. Gardner Samaritan project doesn't have

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a large fund to assist people with cash payments. The city has the money that, as Baldwin has said, been overcharged of the customer base. This is a way to help existing customers through until federal checks come in. Councilmember Baldwin said they overcharged and need to repay, but that's why the rate study takes it into account, and eventually they run into a deficit. This is a whim. They are giving it back. A credit on the account is the same as giving people money. If they give everyone a full holiday, they will have to pay that money back. It will increase rates later and could be worse for the all-electric customers based on Utilities Director Garcia's previous presentation. Shute said that's why staff will work with them on usage. Baldwin said there are some things that can't be fixed in a home. Some residents will still have difficulty reducing their usage significantly. How is this about a usage improvement if it's not going to do much good for many residents?

Councilmember Gregorcyk asked for clarification on a spreadsheet. Referring to the stimulus package for commercial, it's at \$254,398, what is 100% of that, double, so \$508,000. This is for option 8, half-holiday, what is full burden versus option 8? Ms. Foster clarified that the \$254,398 is for full commercial holiday at 100%. Mayor Shute said that the structure for commercial was to give greatest benefit to the smallest businesses. Gregorcyk reiterated that the impact is \$254k for commercial, and a large majority of that is small business owners that keep the country going. Shute corrected and said the large majority is the large businesses that are paying that. Gregorcyk said the large is at \$90k, medium is at \$87k, and small is \$59k. Councilmember Baldwin said if they pretend there's no money in the reserve, which is not a reserve as it was factored into the rate study, if the account is zero, now what? Shute said it's hypothetical. Baldwin said so is a one-month holiday. Gregorcyk said they wouldn't be having this conversation. Baldwin asked what they will do about water in July, where there is no reserve. Councilmember Winters said they will communicate better to plan for the rate increase. Ms. Foster said water rates have gone into effect, have given notice and tips on water conservation, and they tied in wastewater as well. Baldwin said they did a good campaign, but it's after the winter average and water usage goes up in summer. Will these options be discussed then? Shute said they are only discussing electric today. Baldwin said they could give a big electric credit to offset the water since it has a reserve. Shute said it's a one-time one month holiday. Baldwin said options 7 and 8 at 100% will be \$1M dollars. It's not responsible. Shute said they want to run the electric utility like a business. That's the goal. In 2014, they ended the EUB and brought it within the city. Is KCPL working with customers right now in this time? Baldwin said Every works with customers on budget billing and even pay plans. The city has already done that. Shute said they are investor-owned, and beholden to shareholders. Shareholders get a direct benefit through dividends, etc. The shareholders of the city utility are the citizens of the community. Baldwin said the dividend of this utility is the general fund because it gets 5% from it. The utility is run revenue neutral so the utility is a service that should be making zero dollars, so there are no dividends to the customers other than good service, and the city has very good service, but the dividends would be the 5% that goes to general fund through the pilot. Shute said that's a franchise fee that would be allocated by an investor owned utility. Shute interpreted that Councilmember Baldwin is rescinding what he said before about paying this back to the residents. Baldwin said that's what the rate study does and why the reserve is run into a deficit in the future. Shute asked Director Wolff, from projections regarding revenues versus expenses for the current two-year period versus what was projected in the 2017 rate study, what is staff seeing? Director Wolff said retail sales were down but fund balance was still growing, partly due to delayed projects. Baldwin said it could be some rate classes were still subsidizing others. 6700 customers were subsidizing 1300 customers last year, and commercial versus residential, so it's possible for revenue to still grow when usage is down. If they don't allocate it properly, as soon as they can, it will continue that divergence and they'll have to correct it later. Shute asked if the cost of electric is same, higher or lower than during the rate study? Wolff doesn't have that answer, but its a policy decision. There is a healthy fund balance right now. Do they use it early, or spend it down over time through future deficits? If they use it now, the next rate increase may occur sooner. Shute said that's assuming projections are correct. Baldwin said that's why they paid for the study. Shute asked why they are using 1% revenue increase year over year versus 3% expenditure increase. Baldwin said they are conservative. Shute said the conservative stance has taken the electric fund from \$3 million to \$15 million. Baldwin said every rate study can readjust that. It's not just numbers, it's what happens with the governing body. This is a bad precedent. When they have to change the rates in the future, they will ask what the numbers would be if the body hadn't done this. Shute said another rate study is coming up in a

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few years. Baldwin said they've done nothing with the current study. Shute said they implemented it. Baldwin said it took three years, there will be an effect to delaying it. They have a plan that they are not putting into place – because they didn't implement it immediately and now they are changing it. Shute said pandemics are unanticipated. Baldwin said electric rates are electric rates governed by the city. Shute said half the may not be able to pay them in two months. Baldwin asked if they will cut all fees? Where will it stop?

Councilmember Gregorcyk said these are not tax dollars, this is a payment for service. The city didn't communicate the rate change to the all-electric customers, and that's the premise for this. Gregorcyk supports option 7, with the amendment that council members are removed from the holiday. It's fair and supports all customers during this time, not just all-electric homes, and it's good timing with the impact of Covid-19. Councilmember Melton clarified that Gregorcyk wants them to vote to give everyone a holiday except councilmembers? Gregorcyk confirmed. Councilmember Roberts asked about option 8. Gregorcyk did not support 8. Mayor Shute asked why they would treat commercial users differently. Gregorcyk said they got notice and were able to make adjustments. Shute said the small businesses that are shut down won't get a benefit. Ms. Foster said these customers have all billed out, which was the hold-up. They needed the full month of March, so instead of telling them next month is free and they can use all the they want, staff has projected something already billed, and can cancel/rebill to show adjustments. The adjustment would be for amounts already used, so for businesses that are closed temporarily, this will make their bill less in the future when they reopen. Shute clarified that those businesses were in operation before Covid-19.

Councilmember Melton asked why the council would be excluded. Councilmember Gregorcyk didn't think they should be legislating something that affects their pockets. Shute said they are ratepayers, as well. Gregorcyk said it was a suggestion and can be thrown out.

Councilmember Winters supports 7 and 8 as they are written. Mayor Shute said that gives commercial the first 5000 kWh and affects small businesses. Councilmember Baldwin asked if all commercial customers are caught up on January and February. Ms. Foster believes so. One is holding out to find out what is being done to assist them. They are a non-profit and was told the city will set up a payment plan with them. Baldwin said if they want to help commercial as much as residential, offer them the payment plans to spread the bills out throughout the year. Shute said they will see significant usage in the summer. Ms. Foster said all-electric commercial customers were paying a discounted rate through summer, half a cent more than they were paying in winter, so what they paid year-round wasn't covering what it took to provide. Their increase was what they needed to pay and it was about 66%, so their bills doubled and will continue that way for the year. Shute said payment plans won't benefit them. Baldwin supports leaving the rates alone as they are.

Councilmember Winters made a motion to authorize the City Administrator to execute Options 7 and 8 as written, for rate relief for March billing, residential and commercial customers for the City of Gardner, Kansas.

Councilmember Melton Seconded.

Councilmember Gregorcyk asked what is the total cost for options 7 and 8 as written? Director Wolff said it's around \$790,000 – the \$733,000 plus \$56,000.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (Baldwin – No; Winters – Yes; Roberts – Yes; Melton – Yes; Gregorcyk – Yes)

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Gregorcyk and seconded by Councilmember Baldwin the meeting adjourned at 8:13 p.m.

City Clerk

VEND NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EFTY OR HAND-ISSUED AMOUNT
0004834	00	ADVENTHEALTH	00	03/12/2020	601-1230-412.31-15	RANDOMS & PHYSICALS	EFT:	341.00
568531	000837		00	03/12/2020	601-1230-412.31-15	POST OFFER PHYSICALS	EFT:	1,221.00
568947	000838		00	03/12/2020				
0004197	00	AID ANIMAL HOSPITAL, INC	00	03/12/2020	001-2120-421.52-20	VENDOR TOTAL *	.00	1,562.00
403457	000873		00	03/12/2020	001-2120-421.52-20	ANTIBIOTIC-ZEUS	138.40	
403565	000873		00	03/12/2020	001-2120-421.52-20	OFFICE VISIT-ZEUS	72.00	
0004340	00	ALL CITY MANAGEMENT SERVICES INC	00	03/12/2020	001-2110-421.31-15	VENDOR TOTAL *	210.40	
67170	000873		00	03/12/2020	001-2110-421.31-15	CROSSING GUARD SERVICES	EFT:	2,711.52
0000029	00	ALTEC INDUSTRIES, INC.	00	03/12/2020		VENDOR TOTAL *	.00	2,711.52
50546608	000839		00	03/12/2020	501-4130-441.43-05	JIB REPAIR	EFT:	207.06
11353482	000840		00	03/12/2020	501-4130-441.53-02	HARD HAT	EFT:	36.02
0002582	00	AMINO BROTHERS CO, INC	00	03/11/2020	130-3130-431.62-04	VENDOR TOTAL *	.00	243.08
1-PW1702	PI0100	007236	00	03/11/2020		INTERSECTION RECONSTR.	EFT:	397,362.35
0001986	00	ANIXTER, INC.	00	02/26/2020	501-4130-441.52-31	VENDOR TOTAL *	.00	397,362.35
4436870-00	PI0096	007269	00	03/12/2020	501-4130-441.52-31	FUSE CABINET - ELEC. DIST	EFT:	9,086.43
4437101-02	000841		00	03/12/2020	501-4130-441.52-31	FUSES	EFT:	1,220.76
4523395-02	000842		00	03/12/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	706.11
0000045	00	ARLAN CO, INC.	00	01/10/2020	001-6130-461.52-01	VENDOR TOTAL *	.00	11,013.30
12144	PI0092	007241	00	01/10/2020		DIVING BOARDS	EFT:	11,016.00
0000342	00	BIGUS LAW OFFICE	00	03/12/2020	001-1330-413.31-02	VENDOR TOTAL *	.00	11,016.00
75834 01	000843		00	03/12/2020	001-1330-413.31-02	COURT APPT ATTY FEE	EFT:	139.80
0002847	00	BLACK HILLS ENERGY	00	03/12/2020	501-4120-441.31-15	VENDOR TOTAL *	.00	139.80
4848285043	032000844		00	03/12/2020		MONTHLY BILLING	EFT:	2,586.96
0002420	00	BRENNTAG MID-SOUTH, INC	00	03/04/2020	521-4220-442.52-13	VENDOR TOTAL *	.00	2,586.96
BMS525616	PI0097	007234	00	03/04/2020		WATER SYSTEM CHEMICALS	EFT:	2,486.25
0000920	00	CENTRAL SECTION, IMSA	00	03/12/2020	001-3120-431.46-01	VENDOR TOTAL *	.00	2,486.25
10266	000874		00	03/12/2020	001-3120-431.46-01	IMSA CLASSES	1,250.00	
0000001	00	CENTURYLINK	00			VENDOR TOTAL *	1,250.00	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0000001	00	CENTURYLINK						
313696625	0320	000848	00	03/12/2020	001-3116-431.40-03	MONTHLY BILLING	20.19	
313896625	0320	000849	00	03/12/2020	001-3120-431.40-03	MONTHLY BILLING	37.50	
313880665	0320	000847	00	03/12/2020	001-6110-461.40-03	CELEBRATION PARK PHONES	62.97	
313014430	0320	000845	00	03/12/2020	521-4220-442.40-03	MONTHLY BILLING	352.48	
313823146	0320	000846	00	03/12/2020	521-4220-442.40-03	MONTHLY BILLING	52.37	
0002321	00	CES				VENDOR TOTAL *	525.51	
LOCE34		000850	00	03/12/2020	501-4120-441.43-02	LATE FEES	EFT:	2.78
0000429	00	CINTAS FIRE PROTECTION				VENDOR TOTAL *	.00	
8404541872		000852	00	03/12/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	2.78
8404541872		000851	00	03/12/2020	501-4130-441.31-15	MONTHLY BILLING	EFT:	121.87
8404541872		000853	00	03/12/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	221.80
8404541872		000855	00	03/12/2020	531-4320-443.31-15	MONTHLY BILLING	EFT:	32.90
8404541872		000854	00	03/12/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	60.68
						VENDOR TOTAL *	EFT:	32.90
0001842	00	CITY OF OLATHE				VENDOR TOTAL *	.00	
1283150		000856	00	03/12/2020	001-6120-461.47-38	CONSTRUCTION DEBRIS	EFT:	470.15
1283151		000857	00	03/12/2020	001-6120-461.47-38	CONSTRUCTION DEBRIS	EFT:	55.00
0000069	00	COLEMAN EQUIPMENT, INC.				VENDOR TOTAL *	.00	
409905		000858	00	03/12/2020	501-4130-441.52-09	HYDRAULIC FLUID-EQ# 406	EFT:	110.00
0004795	00	CRAFCO, INC.				VENDOR TOTAL *	.00	
9402209143		000859	00	03/12/2020	001-3120-431.52-08	OIL, BROOM, HANDLE	EFT:	658.09
0004812	00	CRAFT, AMY				VENDOR TOTAL *	.00	
02282020		000836	00	03/12/2020	001-6105-461.46-01	MILEAGE REIMBURSEMENT	EFT:	157.00
0003716	00	DATAPROSE				VENDOR TOTAL *	34.79	
DP2000487		000860	00	03/12/2020	604-1320-413.31-15	MONTHLY BILLING	34.79	
0004959	00	DIGITAL EARTH CONSULTING LLC				VENDOR TOTAL *	EFT:	6,420.62
02		000861	00	03/12/2020	531-4320-443.31-15	SEWAGE SLUDGE DISPOSAL	.00	
0001528	00	ESRI, INC.				VENDOR TOTAL *	EFT:	6,420.62
93791764		000862	00	03/12/2020	602-1340-413.52-06	ANNUAL BILLING	.00	
0002956	00	FASTENAL CO.				VENDOR TOTAL *	EFT:	2,880.00
						VENDOR TOTAL *	.00	
						VENDOR TOTAL *	EFT:	700.00
						VENDOR TOTAL *	.00	
						VENDOR TOTAL *	EFT:	700.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT,
INVOICE	NO	VOUCHER P.O.	NO	DATE	NO	DESCRIPTION	AMOUNT	EPAY OR
NO		NO						HAND- ISSUED
								AMOUNT
0002956	00	FASTENAL CO.	00	03/12/2020	501-4130-441.52-31	ZIP TIES-INSTALLATION JOB	EFT:	102.69
KSKA351517		000863					.00	102.69
0001917	00	FLAME-OUT				VENDOR TOTAL *		
52101		000864	00	03/12/2020	531-4320-443.31-15	FIRE EXTINGUISHER INSPECT	EFT:	617.50
52105		000867	00	03/12/2020	531-4320-443.31-15	FIRE EXTINGUISHER INSPECT	EFT:	87.00
52102		000865	00	03/12/2020	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	168.00
52103		000866	00	03/12/2020	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	246.00
0000086	00	GALLS, LLC				VENDOR TOTAL *	.00	1,118.50
015189872		000873	00	03/12/2020	001-2110-421.53-02	IKE JACKET - J. HAYES	EFT:	208.99
015180604		000873	00	03/12/2020	001-2120-421.53-02	PATROL BOOTS - ATCHISON	EFT:	125.00
015203413		000873	00	03/12/2020	001-2120-421.53-02	NAME PANEL - PEMBLETON	EFT:	23.54
0001101	00	GARDNER DISPOSAL SERVICE, INC.				VENDOR TOTAL *	.00	357.53
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	40.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	40.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	40.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	64.50
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	64.50
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	10.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
03012020		000881	00	03/12/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
0002095	00	HDR ENGINEERING, INC				VENDOR TOTAL *	.00	431.00
1200248274		PI0095 007268	00	02/14/2020	531-4340-443.62-10	ANTI-DEGRADATION STUDY	EFT:	5,722.50
0000297	00	HERITAGE-CRYSTAL CLEAN				VENDOR TOTAL *	.00	5,722.50
16160695		000869	00	03/12/2020	001-3116-431.44-02	PARTS CLEANER	EFT:	287.50
0003636	00	HILL, GENAPHER				VENDOR TOTAL *	.00	287.50
262		000869	00	03/12/2020	001-1330-413.31-15	COURT SERVICES	250.00	
0000481	00	HOLLIDAY SAND AND GRAVEL				VENDOR TOTAL *	250.00	
1500081097		000869	00	03/12/2020	001-6120-461.47-38	CONSTRUCTION DEBRIS	71.50	
0001536	00	ICE-MASTERS, LLC				VENDOR TOTAL *	71.50	
141437		000870	00	03/12/2020	001-3120-431.44-02	ICE MACHINE	EFT:	30.00

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BANK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	PAY PERIOD	CHECK #	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002490 1530431	00	KPF	000879	00 03/12/2020	721-0000-202.03-02	031220	PAY PERIOD	113		27,953.45
0001542 15935	00	L & M DISTRIBUTING	000871	00 03/12/2020	531-4320-443.52-13	SEWER DEO. / DRUM	VENDOR TOTAL *	.00		27,953.45
0004851 1199	00	L & T TREE SERVICE	000871	00 03/12/2020	001-6120-461.31-15	TREE TRIMMING	VENDOR TOTAL *	.00		930.00
0004937 3-PW1903 3-PW1903 3-PW1903	00	LAN-TEL COMMUNICATIONS SERVICES	PI0098 PI0099 PI0101	00 03/07/2020 00 03/07/2020 00 03/07/2020	117-3120-431.62-05 117-3120-431.62-05 117-3120-431.62-05	SALES TAX-CONCRETE BOND-CONCRETE PAVEMENT MGMT CONCRETE	VENDOR TOTAL *	2,300.00		930.00
0004789 677	00	LAW OFFICE OF DAVID J. GRUMMON	000871	00 03/12/2020	001-1330-413.31-02	COURT APPT ATTY FEE	VENDOR TOTAL *	.00		153,171.90
0004658 7589	00	LE UPFITTER LLC	000873	00 03/12/2020	001-2120-421.53-02	PATROL BOOTS - CONRAD	VENDOR TOTAL *	.00		121.80
0000120 20-957	00	LEAGUE OF KANSAS MUNICIPALITIES	000871	00 03/12/2020	001-1140-411.52-20	EMPLOYEE AWARD	VENDOR TOTAL *	.00		125.00
0099999 000054017	00	LONG, JULIA UT		00 03/09/2020	501-0000-229.00-00	MANUAL CHECK	VENDOR TOTAL *	18.10		125.00
0099999 000032309	00	LYNN, ROBERT UT		00 03/09/2020	501-0000-229.00-00	MANUAL CHECK	VENDOR TOTAL *	127.47		223.43
0000498 14432	00	MID-AMERICA PUMP	PI0094	00 02/19/2020	521-4240-442.61-04	PARTS-REBUILD-PUMP #3	VENDOR TOTAL *	127.47		13,540.08
0003872 91769 91111 73084 74637 & 72321	00	MOZINGO LAW FIRM, LLC	000871 000871 000871 000871	00 03/12/2020 00 03/12/2020 00 03/12/2020 00 03/12/2020	001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02	COURT APPT ATTY FEE COURT APPT ATTY FEE COURT APPT ATTY FEE COURT APPT ATTY FEE	VENDOR TOTAL *	.00		13,540.08
0000144	00	O'REILLY AUTOMOTIVE, INC.				VENDOR TOTAL *		.00		654.00

VEND NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
00001144	00	O'REILLY AUTOMOTIVE, INC.						
0354-146490	000872	00 03/12/2020			501-4120-441.52-12	FUEL-BACKUP GENERATOR		11.10
0354-143465	000871	00 03/12/2020			501-4130-441.52-04	FUEL CELL FILTERS		39.74
0354-143465	000871	00 03/12/2020			501-4130-441.52-02	SCREWDRIVERS-SHOP USE		35.00
0354-144340	000871	00 03/12/2020			501-4130-441.52-09	ANTIFREEZE - SHOP STOCK		30.63
0354-144342	000872	00 03/12/2020			501-4130-441.52-12	HEATER HOSE-SHOP STOCK		14.84
0354-144373	000872	00 03/12/2020			501-4130-441.52-04	FUEL FILTER-EQ# 410		13.29
0002662	00	OLATHE MEDICAL CENTER, INC				VENDOR TOTAL *	.00	144.60
09132019	PI0091	007266 00 09/13/2019			130-3130-431.62-04	EASEMENT TRACK 6	7,350.00	
0000142	00	OLATHE WINWATER WORKS				VENDOR TOTAL *	7,350.00	
147537 00	000872	00 03/12/2020			521-4230-442.52-31	BRASS SADDLE		678.48
147551 00	000872	00 03/12/2020			521-4230-442.52-31	PLUGS		445.00
147573 00	000872	00 03/12/2020			521-4230-442.52-12	NOZZLES		536.04
147778 00	000872	00 03/12/2020			521-4230-442.52-32	PIPES - INSERTS - WIRE		301.50
0000393	00	OLSSON, INC.				VENDOR TOTAL *	.00	1,961.02
350454	PI0093	007264 00 02/29/2020			130-3130-431.62-19	TRAFFIC SIGNAL DESIGN	7,590.17	
0000256	00	OTTAWA COOP				VENDOR TOTAL *	.00	7,590.17
48397 0220	000872	00 03/12/2020			001-3120-431.52-09	OFF ROAD DIESEL	472.84	
0002371	00	PARKER OIL CO , INC				VENDOR TOTAL *	472.84	
45124-IN	000872	00 03/12/2020			001-3116-431.52-09	BULK OIL		16.20
45124-IN	000872	00 03/12/2020			001-3120-431.52-09	BULK OIL		253.84
45124-IN	000872	00 03/12/2020			001-3120-431.52-09	BULK OIL		64.82
45124-IN	000872	00 03/12/2020			001-3130-431.52-09	BULK OIL		48.61
45124-IN	000872	00 03/12/2020			001-6120-461.52-09	BULK OIL		113.55
45124-IN	000872	00 03/12/2020			001-7120-471.52-09	BULK OIL		32.41
45124-IN	000872	00 03/12/2020			521-4220-442.52-09	BULK OIL		36.25
45124-IN	000872	00 03/12/2020			521-4220-442.52-09	BULK OIL		64.93
45124-IN	000872	00 03/12/2020			521-4230-442.52-09	BULK OIL		72.50
45124-IN	000872	00 03/12/2020			521-4230-442.52-09	BULK OIL		32.41
45124-IN	000872	00 03/12/2020			531-4320-443.52-09	BULK OIL		72.50
45124-IN	000872	00 03/12/2020			531-4330-443.52-09	BULK OIL		64.82
45124-IN	000872	00 03/12/2020			531-4330-443.52-09	BULK OIL		36.30
45124-IN	000872	00 03/12/2020			531-4330-443.52-09	BULK OIL		32.41
45124-IN	000872	00 03/12/2020			604-1320-413.52-09	BULK OIL		16.20
45124-IN	000872	00 03/12/2020			604-1320-413.52-09	BULK OIL		64.82
0001569	00	PAYCOR, INC				VENDOR TOTAL *	.00	1,022.57
9570402	000880	00 03/12/2020			001-1310-413.31-15	PAYROLL SERVICES	519.37	
0004932	00	QUADIENT LEASING USA, INC.				VENDOR TOTAL *	.00	519.37

VEND NO	SEQ#	VENDOR NAME	BANK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004932	00	QUADRIENT LEASING USA, INC.	00 03/12/2020	602-1340-413.44-02	POSTAGE METER LEASE	EFT: 372.06	372.06
N8177216		000872				.00	372.06
0004829	00	RICHMAN LAW OFFICE	00 03/12/2020	001-1330-413.31-02	COURT APPT ATTY FEE	EFT: 498.00	498.00
248		000872				.00	498.00
0004793	00	RIVERVIEW STONE, LLC	00 03/12/2020	001-6120-461.52-01	SIGN REPLACEMENTS	EFT: 863.64	863.64
89511		000872				.00	863.64
0004960	00	ROADBUILDERS MACHINERY & SUPPLY	00 03/12/2020	531-4320-443.44-02	EQUIPMENT DEMO	EFT: 30.00	30.00
R40711		000873				.00	30.00
0003304	00	SAFETY REMEDY INC	00 03/12/2020	001-6120-461.53-02	SAFETY SUPPLIES	EFT: 739.69	739.69
308934		000872				.00	739.69
0000160	00	SHAWNEE COPY CENTER INC.	00 03/12/2020	001-2110-421.47-02	DEPARTMENT ENVELOPES	EFT: 180.00	180.00
121217		000873				.00	180.00
0004159	00	SHRED-IT USA LLC	00 03/12/2020	001-2110-421.31-15	SHREDDING SERVICES	46.40	46.40
8129326726		000873				46.40	46.40
0099999	00	SLOAN, JESSE & KAYLA POLLMAN	00 03/09/2020	501-0000-229.00-00	MANUAL CHECK	132.64	132.64
000054921		UT				132.64	132.64
0001566	00	STAPLES BUSINESS ADVANTAGE	00 03/12/2020	001-2110-421.52-20	OFFICE SUPPLIES	EFT: 92.37	92.37
8057648102		000873				.00	92.37
0004418	00	STEEL IMAGES, INC.	00 01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT: 846.00-	846.00-
01282020		000169				.00	846.00-
0004785	00	SUMNERONE, INC	00 03/12/2020	602-1340-413.43-02	MONTHLY BILLING	EFT: 282.10	282.10
2473882		000872				.00	282.10
0004703	00	TIGERSTROM-KELLEY, JAMIE	00 03/12/2020	001-1120-411.46-01	MILEAGE REIMBURSEMENT	93.61	93.61
03102020		000882				93.61	93.61
0000407	00	TOMPKINS INDUSTRIES, INC.	00 03/12/2020	501-4130-441.52-04	HOSE ASSEMBLY	EFT: 125.56	125.56
404481566		000872				.00	125.56

VEND NO	INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000407		00	TOMPKINS INDUSTRIES, INC.							
0003962	5151	00	TRANSLATIONPERFECT.COM	000872	00	03/12/2020	001-1330-413.31-15	VENDOR TOTAL * INTERPRETATION SERVICES	.00 EFT:	125.56 61.50
0000006	P52397	00	VERMEER INC.	000872	00	03/12/2020	501-4130-441.52-04	VENDOR TOTAL * ENGINE HEATER	.00 EFT:	61.50 110.00
0000366	03072020	00	WARDROBE CLEANERS INC.	000873	00	03/12/2020	001-2120-421.42-02	VENDOR TOTAL * DRY CLEANING	.00 511.00	110.00
								VENDOR TOTAL * HAND ISSUED TOTAL *** EFT/EPAY TOTAL ***	511.00 511.00	77,663.59 830,008.02
								GRAND TOTAL	13,394.26	907,671.61 921,065.87

PREPARED 3/12/20, 8:44:52
PROGRAM GM342U
CITY OF GARDNER

NEGATIVE CHECK REGISTER

VENDOR NUMBER VENDOR NAME

AMOUNT

4418 STEEL IMAGES, INC.

846.00-

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER NO	NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001446	00	KMEA EMP #1 OPERATING ACCT								
EMPI-GD-2020-02000886			00	03/18/2020			501-0000-351.13-00	DOGWOOD INJECTION	EFT:	122,416.55-
EMPI-GD-2020-02000885			00	03/18/2020			501-4120-441.41-01	EMPI & DOGWOOD INJECTION	EFT:	234,490.52
0004953	00	MFA OIL COMPANY						VENDOR TOTAL *	.00	112,073.97
02292020			00	03/18/2020			603-3150-431.52-09	DIESEL FUEL	EFT:	68.59
0004418	00	STEEL IMAGES, INC.						VENDOR TOTAL *	.00	68.59
01282020			00	01/31/2020			001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
								VENDOR TOTAL ***	.00	846.00-
								EFT/EPAY TOTAL ***	.00	111,296.56
								TOTAL EXPENDITURES *****	.00	111,296.56
								GRAND TOTAL *****	.00	111,296.56

PREPARED 3/18/20, 9:33:54
PROGRAM GM342U
CITY OF GARDNER

NEGATIVE CHECK REGISTER

VENDOR NUMBER VENDOR NAME

AMOUNT

4418 STEEL IMAGES, INC.

846.00-

SEQ#	VENDOR NAME	BK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0004265	ACCESS INFORMATION PROTECTED	00	03/19/2020	001-1150-411.31-15	OFF-SITE STORAGE	1,099.99	
7969159	000893						
0004116	AEROTEK, INC	00	03/19/2020		VENDOR TOTAL *	1,099.99	
OP09357970	000894			001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	1,100.00
OP09371830	001209			001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	880.00
0099999	AJHA QUACHAI JAMES	00	03/19/2020	001-0000-228.30-00	CASH BOND REFUND	.00	1,980.00
71814	000890					175.00	
0099999	ALICIA WILLIAMS	00	03/20/2020		VENDOR TOTAL *	175.00	
2002589.002	001205			001-0000-347.01-00	SPRING SOCCER REFUND	75.00	
0002636	ALTEC CAPITAL SERVICES, LLC	00	03/19/2020		VENDOR TOTAL *	75.00	
1026780	000908			501-4130-441.44-02	EQUIPMENT LEASE	EFT:	3,667.41
1026781	000908			501-4130-441.44-02	EQUIPMENT LEASE	EFT:	3,502.11
1026782	000908			501-4130-441.44-02	EQUIPMENT LEASE	EFT:	3,645.52
1026783	000908			501-4130-441.44-02	EQUIPMENT LEASE	EFT:	4,620.94
1026784	000908			501-4130-441.44-02	EQUIPMENT LEASE	EFT:	5,821.88
0000566	AMERICAN TOPSOIL, INC.	00	03/20/2020		VENDOR TOTAL *	.00	21,257.86
135510	001210			521-4230-442.52-12	SOIL	EFT:	64.00
135510	001211			531-4330-443.52-12	SOIL	EFT:	64.00
0001986	ANIXTER, INC.	00	03/19/2020		VENDOR TOTAL *	.00	128.00
4536659-00	PI0106 007273			501-4130-441.52-25	LED STREET LIGHT FIXTURES	EFT:	5,465.98
4477091-00	000895			501-4130-441.52-31	CABLE	EFT:	2,894.52
4504207-01	000896			501-4130-441.52-31	LINE HARDWARE	EFT:	53.37
4530130-01	000897			501-4130-441.52-31	CONNECTORS	EFT:	410.53
4544188-00	000908			501-4130-441.52-31	HARDWARE & CONNECTORS	EFT:	560.66
4523395-01	000908			501-4130-441.52-31	INSULATORS	EFT:	102.67
4536770-00	000908			501-4130-441.52-25	STREET LIGHT REPAIR SYST.	EFT:	2,955.83
0000058	ANSWER KANSAS CITY, LTD. INC.	00	03/20/2020		VENDOR TOTAL *	.00	12,443.56
7589-03162020	001238			501-4110-441.40-03	MONTHLY BILLING	EFT:	150.42
7589-03162020	001239			521-4230-442.31-15	MONTHLY BILLING	EFT:	10.43
7589-03162020	001240			531-4330-443.31-15	MONTHLY BILLING	EFT:	10.43
0002431	APWA- MEMBERSHIP	00	03/20/2020		VENDOR TOTAL *	.00	171.28
638502 2020	001214			001-3116-431.46-02	APWA MEMBERSHIP	190.00	
638502 2020	001212			001-3120-431.46-02	APWA MEMBERSHIP	570.00	
638502 2020	001213			001-3130-431.46-02	APWA MEMBERSHIP	760.00	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002431	00	APWA- MEMBERSHIP						
0099999	00	ASHLEY DUNCANSON		00 03/20/2020	001-0000-347.01-00	VENDOR TOTAL *	1,520.00	
2002733.002		001208	00			SPRING SOCCER REFUND	60.00	
0004860	00	AT&T MOBILITY		00 03/19/2020	001-2110-421.40-03	VENDOR TOTAL *	60.00	
03082020		000908	00			DEPT. CELL PHONES	1,913.67	
0002420	00	BRENNTAG MID-SOUTH, INC				VENDOR TOTAL *	1,913.67	
BMS531222		PI0107 007234	00	03/11/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
BMS537328		PI0109 007234	00	03/18/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
0099999	00	BRIONNA S HOWARD		00 03/19/2020	001-0000-228.30-00	VENDOR TOTAL *	.00	4,972.50
75174		000889	00			CASH BOND REFUND	50.00	
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS				VENDOR TOTAL *	50.00	
6-WA2002		PI0105 007179	00	03/10/2020	521-4240-442.61-03	HILLSDALE WTP EXPAN PH II	EFT:	898,908.56
0000065	00	CARTER-WATERS LLC		00 03/19/2020	501-4130-441.52-01	VENDOR TOTAL *	.00	898,908.56
13815749-00		000898	00			FLOOR DRAIN GRATES	EFT:	432.88
0000001	00	CENTURYLINK				VENDOR TOTAL *	.00	432.88
313607125	0320	001216	00	03/20/2020	001-6110-461.40-03	WESTSIDE BALL PHONE	68.83	
313440714	0320	000900	00	03/19/2020	551-4520-445.40-03	MONTHLY BILLING	253.11	
320501840	0320	000899	00	03/19/2020	602-1340-413.40-03	MONTHLY BILLING	86.78	
314117591	0320	001215	00	03/20/2020	602-1340-413.40-03	MONTHLY BILLING	1,580.17	
0001643	00	CITY OF EDGERTON		00 03/19/2020	531-4320-443.31-15	VENDOR TOTAL *	1,988.89	
FEB-20		000901	00			MONTHLY BILLING	15,219.12	
0001523	00	CITY OF OTTAWA				VENDOR TOTAL *	15,219.12	
202002272161		000902	00	03/19/2020	521-4230-442.52-31	WATER METER & REDUCERS	2,512.00	
0004644	00	CORE & MAIN LP		00 03/20/2020	521-4230-442.52-12	VENDOR TOTAL *	2,512.00	
L997107		001217	00			HYDRANT VALVE	1,140.00	
0004795	00	CRACO, INC.		00 03/19/2020	001-3120-431.52-08	VENDOR TOTAL *	1,140.00	
9402212693		000903	00			CRACKFILL MATERIAL	EFT:	3,915.00
0099999	00	DALE DITCH				VENDOR TOTAL *	.00	3,915.00

VEND NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	DALE DITCH	001201	00	03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	60.00	
2002715	.002						VENDOR TOTAL *	60.00	
0001557	00	DATCO, INC	001218	00	03/20/2020	001-3110-431.52-20	RETIREMENT GIFT-EMBROIDER	50.00	
198588							VENDOR TOTAL *	50.00	
0000517	00	DELL MARKETING L.P.	000904	00	03/19/2020	602-1340-413.47-05	SUBSCRIPTION RENEWALS	3,815.54	
10380769787							VENDOR TOTAL *	3,815.54	
0002738	00	DITCH WITCH PLATINIUM CARD	000905	00	03/19/2020	501-4130-441.52-04	MACHINE PARTS	292.94	
02282020			000906	00	03/19/2020	501-4130-441.43-02	MACHINE PARTS	607.96	
02282020							VENDOR TOTAL *	900.90	
0099999	00	EN VEST LLC	UT	00	03/16/2020	501-0000-229.00-00	MANUAL CHECK	52.73	
000061717							VENDOR TOTAL *	52.73	
0004946	00	EVERGY	0320000908	00	03/19/2020	521-4220-442.40-05	MONTHLY BILLING	6,096.30	
9279570154			0320000908	00	03/19/2020	521-4220-442.40-05	MONTHLY BILLING	14,284.98	
2424383255							VENDOR TOTAL *	20,381.28	
0000086	00	GALLS, LLC	000908	00	03/19/2020	001-2120-421.53-02	COLLAR BRASS - PEMBLETON	EFT:	44.48
015236144							VENDOR TOTAL *	.00	44.48
0000013	00	HACH COMPANY	000908	00	03/19/2020	521-4220-442.52-12	LAB ANALYZER	EFT:	2,485.36
11871356							VENDOR TOTAL *	.00	2,485.36
0002095	00	HDR ENGINEERING, INC	PI0103 007203	00	02/27/2020	001-3130-431.31-10	ENGINEERING	EFT:	1,709.50
1200250533							VENDOR TOTAL *	.00	1,709.50
0000463	00	HOLIDAY CONTRACTING, INC.	000908	00	03/19/2020	001-3120-431.31-15	CONCRETE GUTTER REPAIR	EFT:	3,755.50
03032020							VENDOR TOTAL *	.00	3,755.50
0099999	00	HUGHS, CRYSTAL	UT	00	03/13/2020	501-0000-229.00-00	FINAL BILL REFUND	54.51	
000043711							VENDOR TOTAL *	54.51	
0000714	00	INDEPENDENT SALT CO	PI0102 007129	00	02/29/2020	001-3120-431.52-16	DE-ICING SALT	3,418.98	
0151670-IN							VENDOR TOTAL *	3,418.98	
0004859	00	JACKSON LEWIS							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004859	00	JACKSON LEWIS	00	03/19/2020	001-1140-411.31-02	LEGAL COUNCIL	EFT:	365.00
7507986	000908					VENDOR TOTAL *	.00	365.00
0099999	00	JAMIE BERR	00	03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	32.00	
2002735.002	001207					VENDOR TOTAL *	32.00	
0099999	00	JAMIE LAYNE	00	03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	60.00	
2002738.002	001206					VENDOR TOTAL *	60.00	
0000995	00	JCI INDUSTRIES INC.	00	03/19/2020	521-4220-442.52-12	PUMP HEAD	EFT:	455.24
8192264	000908					VENDOR TOTAL *	.00	455.24
0099999	00	JEAN YOUNT	00	03/19/2020	001-0000-207.10-20	RESTITUTION	500.00	
093422	000892					VENDOR TOTAL *	500.00	
0002760	00	KA-COMM, INC	00	02/24/2020	001-2120-421.52-20	PORTABLE RADIOS	EFT:	35,375.30
172836	PI0104	007270				REPAIR MIRROR LIGHTS	EFT:	438.33
173071	000908					BUILD PORTABLE ANTENNA	EFT:	141.35
173070	000908					VENDOR TOTAL *	.00	35,954.98
0000112	00	KANSAS ONE-CALL SYSTEM, INC.	00	03/19/2020	501-4130-441.40-06	LOCATES	EFT:	10.80
20245	000908					VENDOR TOTAL *	.00	10.80
0099999	00	KATHERINE FITZGERALD	00	03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	75.00	
2002049.002	001204					VENDOR TOTAL *	75.00	
0099999	00	KEVIN PLOWMAN	00	03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	75.00	
2002676.002	001202					VENDOR TOTAL *	75.00	
0003513	00	KMEA- DOGWOOD	00	03/20/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	202,460.41
KMEA-DG-GR-2004001219	0001219					VENDOR TOTAL *	.00	202,460.41
0000805	00	KMGA GAS SUPPLY OPERATING FUND	00	03/20/2020	501-4120-441.41-50	FEB-20 CHARGES	EFT:	52.45
KMGA-GA-2020-02001220	0001220					VENDOR TOTAL *	.00	52.45
0000076	00	KONICA MINOLTA BUSINESS SOLUTIONS	00	03/19/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	230.00
264663622	000908					VENDOR TOTAL *	.00	230.00
0004769	00	KRONOS SAASHR, INC				VENDOR TOTAL *	.00	

VEND NO	SEQ#	VENDOR NAME	BANK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004769	00	KRONOS SAASHR, INC	00 03/19/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,652.06
11578137	000908				VENDOR TOTAL *	.00	1,652.06
0004658	00	LE UPFITTER LLC	00 03/19/2020	001-2120-421.53-02	PATROL BOOTS - WAGGONER	EFT:	125.00
	000908				VENDOR TOTAL *	.00	125.00
0004949	00	LEGAL RECORD, THE	00 03/19/2020	001-1150-411.47-01	ORD SUMMARY	5.90	
L85095	000908		00 03/19/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
L85094	000908		00 03/19/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
L85093	000908		00 03/19/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
0099999	00	MARK STEWART	00 03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	13.76	
2002140.002	001203				VENDOR TOTAL *	12.00	
0003996	00	MARVIN'S TOW SERVICE INC-GARDNER	00 03/19/2020	117-3120-431.62-05	TOW FEE	12.00	
65024	000908				VENDOR TOTAL *	EFT:	115.00
0003579	00	MID-STATES MATERIALS LLC	00 03/19/2020	001-3120-431.52-08	ROCK	.00	
90030	000908				VENDOR TOTAL *	302.10	
0099999	00	NEBITA GAINER	00 03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	302.10	
2002717.002	001200				VENDOR TOTAL *	60.00	
0000142	00	OLATHE WINWATER WORKS	00 03/20/2020	521-4230-442.52-31	METER ADAPTERS	60.00	
147833	00	001221			VENDOR TOTAL *	EFT:	808.71
0000256	00	OTTAWA COOP	00 03/19/2020	521-4220-442.52-09	DIESEL FUEL	.00	
48397 0220	000908		00 03/19/2020	521-4230-442.52-09	DIESEL FUEL	317.55	
48397 0220	000908		00 03/19/2020	521-4230-442.52-09	DIESEL FUEL	133.85	
0099999	00	PERIN KEITH R GARRETT	00 03/19/2020	001-0000-228.30-00	CASH BOND REFUND	451.40	
093394	000888				VENDOR TOTAL *	5.00	
0004385	00	POMP'S TIRE SERVICE, INC.	00 03/19/2020	001-3120-431.43-02	FLAT REPAIRS	5.00	
11800037120	000908				VENDOR TOTAL *	EFT:	420.00
0000149	00	PRAXAIR DISTRIBUTION INC	00 03/19/2020	001-3116-431.44-02	CYLINDER RENTAL	.00	
95282369	000908		00 03/19/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	420.00
95294117	000908		00 03/19/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	156.03
						EFT:	53.68

VEND NO	SEQ#	VENDOR NAME	BANK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000149	00	PRAXAIR DISTRIBUTION INC			VENDOR TOTAL *	.00	209.71
0000150	00	QUILL CORPORATION	00 03/19/2020	531-4320-443.52-20	OFFICE SUPPLIES	179.58	
0004869	00	RITZ SAFETY, LLC	00 03/20/2020	501-4110-441.53-02	ELEC. ADMIN. SHIRTS	EFT:	34.06
34076	001241		00 03/20/2020	501-4120-441.53-02	ELEC. GEN. STAFF CLOTHING	EFT:	1,974.44
34076	001242		00 03/20/2020	521-4230-442.53-02	FR RATED HOODIES	EFT:	2,222.70
34055	001222		00 03/20/2020	521-4230-442.53-02	FR RATED HOODIES	EFT:	2,446.05
34054	001225		00 03/20/2020	531-4330-443.53-02	FR RATED HOODIES	EFT:	2,222.70
34054	001223		00 03/20/2020	531-4330-443.53-02	FR RATED HOODIES	EFT:	2,446.05
34054	001224		00 03/20/2020	531-4330-443.53-02	FR RATED HOODIES	EFT:	2,446.05
0004120	00	RIVERGROUP DESIGN			VENDOR TOTAL *	.00	7,346.00
GRD067	001226		00 03/20/2020	001-1120-411.54-51	SPRING 2020 NEWSLETTER	400.00	
0099999	00	ROSE POWELL	00 03/20/2020	001-0000-347.01-00	VENDOR TOTAL *	400.00	
2002726.002	001198		00 03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	75.00	
0099999	00	RRES, LLC	00 03/13/2020	501-0000-229.00-00	VENDOR TOTAL *	75.00	
000063711	UT				FINAL BILL REFUND	84.36	
0099999	00	RUSHELLE GUNLOCK	00 03/20/2020	001-0000-347.01-00	VENDOR TOTAL *	84.36	
2002722.002	001197		00 03/20/2020	001-0000-347.01-00	SPRING SOCCER REFUND	58.00	
0003945	00	SANTA FE STORAGE, LLC	00 03/19/2020	001-6110-461.44-02	VENDOR TOTAL *	58.00	845.00
11076	000908				MONTHLY BILLING	EFT:	845.00
0004830	00	SECURITY BANKCARD CENTER	00 03/19/2020	001-1110-411.52-20	VENDOR TOTAL *	.00	26.20
02/2020	000910		00 03/19/2020	001-1110-411.54-51	OFFICE SIGN COMPANY - CON	EFT:	26.20
02/2020	000918		00 03/19/2020	001-1120-411.46-02	HOBBY-LOBBY #0075	EFT:	54.32
02/2020	000911		00 03/19/2020	001-1120-411.54-51	PAYPAL 3CMA	EFT:	400.00
02/2020	000913		00 03/19/2020	001-1120-411.54-51	OTC BRANDS INC	EFT:	14.45
02/2020	000914		00 03/19/2020	001-1120-411.52-20	ADOBE ACROPRO SUBS	EFT:	16.41
02/2020	000917		00 03/19/2020	001-1120-411.52-20	PRIDE CLEANERS #24	EFT:	53.76
02/2020	000912		00 03/19/2020	001-1130-411.31-15	CANVA 02594-0713947	EFT:	12.95
02/2020	000915		00 03/19/2020	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	5.98
02/2020	000916		00 03/19/2020	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	16.87
02/2020	000919		00 03/19/2020	001-1140-411.46-02	AMAZON PRIME EG4NJ8XJ3	EFT:	12.99
02/2020	000920		00 03/19/2020	001-1140-411.46-01	PAYPAL CENTRALREGI	EFT:	325.00
02/2020	000921		00 03/19/2020	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	149.97
02/2020	000922		00 03/19/2020	001-1140-411.52-20	STAPLS7304732770000001	EFT:	109.88

VEND NO	INVOICE NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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02/2020	000925	00	03/19/2020	001-1140-411	46-05	PROGOVJOBS	EFT:	125.00	
02/2020	000926	00	03/19/2020	001-1140-411	46-05	YOURMEMBER-CAREERS	EFT:	200.00	
02/2020	000927	00	03/19/2020	001-1140-411	52-20	AVAS FLOWERS	EFT:	74.98	
02/2020	000928	00	03/19/2020	001-1140-411	46-05	KANSAS MUNICIPAL UTILITIE	EFT:	25.00	
02/2020	000931	00	03/19/2020	001-1305-413	46-02	WSU MARKETPLACE	EFT:	75.00	
02/2020	000932	00	03/19/2020	001-1305-413	46-01	GOVERNMENT FINANCE OFFIC	EFT:	85.00	
02/2020	000933	00	03/19/2020	001-1310-413	46-02	WSU MARKETPLACE	EFT:	75.00	
02/2020	000945	00	03/19/2020	001-1330-413	31-15	STATE DRIVER VEH RECORD	EFT:	12.00	
02/2020	000946	00	03/19/2020	001-1330-413	52-20	STAPLS7304492791000001	EFT:	413.21	
02/2020	000958	00	03/19/2020	001-2110-421	46-01	PAYPAL KS AS CD EN	EFT:	255.00	
02/2020	000959	00	03/19/2020	001-2110-421	46-01	PRICE CHOPPER #117	EFT:	7.48	
02/2020	000960	00	03/19/2020	001-2110-421	46-01	4IMPRINT	EFT:	460.79	
02/2020	000961	00	03/19/2020	001-2110-421	46-02	FBI LEEDA INC	EFT:	50.00	
02/2020	000962	00	03/19/2020	001-2110-421	52-20	PRICE CHOPPER #117	EFT:	20.47	
02/2020	000963	00	03/19/2020	001-2110-421	47-04	THE UPS STORE 5784	EFT:	15.69	
02/2020	000966	00	03/19/2020	001-2110-421	52-20	TRAILS WEST ACE HDWE	EFT:	41.73	
02/2020	000977	00	03/19/2020	001-2110-421	52-20	CLAYTON PAPER	EFT:	395.01	
02/2020	000979	00	03/19/2020	001-2110-421	52-20	WM SUPERCENTER #5307	EFT:	4.75	
02/2020	000981	00	03/19/2020	001-2110-421	52-20	AMAZON PRIME Z05CT0JP3	EFT:	119.00	
02/2020	000983	00	03/19/2020	001-2110-421	52-20	PRICE CHOPPER #117	EFT:	15.98	
02/2020	000984	00	03/19/2020	001-2110-421	52-20	SMARTSIGN	EFT:	41.18	
02/2020	000964	00	03/19/2020	001-2120-421	52-20	IN ARROWHEAD SCIENTIFIC	EFT:	135.00	
02/2020	000965	00	03/19/2020	001-2120-421	52-20	IN ARROWHEAD SCIENTIFIC	EFT:	488.40	
02/2020	000967	00	03/19/2020	001-2120-421	43-05	BRET'S AUTOWORKS 0000522	EFT:	669.68	
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02/2020	000970	00	03/19/2020	001-2120-421	43-05	TRAILS WEST ACE HDWE	EFT:	12.99	
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02/2020	000973	00	03/19/2020	001-2120-421	46-01	KU CONTINUING EDUC WEB	EFT:	150.00	
02/2020	000974	00	03/19/2020	001-2120-421	46-01	BIG O 16001 - GARDNER	EFT:	171.99	
02/2020	000975	00	03/19/2020	001-2120-421	52-20	SP COMBATBET	EFT:	50.00	
02/2020	000976	00	03/19/2020	001-2120-421	46-01	KANSAS NARCOTICS OFFICERS	EFT:	200.00	
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02/2020	000982	00	03/19/2020	001-2120-421	53-02	AFI LLC	EFT:	256.00	
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02/2020	000988	00	03/19/2020	001-2120-421	46-01	JONES & BARTLETT LEARNING	EFT:	83.02	
02/2020	000989	00	03/19/2020	001-2120-421	53-02	GALLS	EFT:	33.58	
02/2020	000978	00	03/19/2020	001-2130-421	46-01	HILTON GARDEN INN	EFT:	33.00	
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02/2020	000991	00	03/19/2020	001-3110-431	46-02	THE KC STAR DIGITAL SUBS	EFT:	1.99	
02/2020	000992	00	03/19/2020	001-3110-431	46-01	MISSOURI/KANSAS CHPT ACP	EFT:	315.00	
02/2020	000993	00	03/19/2020	001-3110-431	46-01	60641 - CROWN CENTER - OF	EFT:	10.00	
02/2020	000994	00	03/19/2020	001-3110-431	46-01	60641 - CROWN CENTER - OF	EFT:	10.00	
02/2020	000995	00	03/19/2020	001-3116-431	52-20	KC BOBCAT	EFT:	15.43	
02/2020	001002	00	03/19/2020	001-3116-431	52-20	O'REILLY AUTO PARTS 354	EFT:	64.10	

VEND NO	INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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02/2020			001005		00	03/19/2020	001-3116-431-52-02	R & S TOOLS LLC	EFT:	169.99
02/2020			001009		00	03/19/2020	001-3116-431-52-20	NAPA AUTO PARTS GARDNER	EFT:	26.91
02/2020			001010		00	03/19/2020	001-3116-431-53-02	E EDWARDS WORK WEAR (OLA	EFT:	161.96
02/2020			001013		00	03/19/2020	001-3116-431-52-20	NAPA AUTO PARTS GARDNER	EFT:	17.44
02/2020			001015		00	03/19/2020	001-3116-431-52-20	FASTENAL COMPANY 01KSKA3	EFT:	12.99
02/2020			001019		00	03/19/2020	001-3116-431-52-20	O'REILLY AUTO PARTS 354	EFT:	5.98
02/2020			001027		00	03/19/2020	001-3116-431-52-20	TRAILS WEST ACE HDWE	EFT:	26.99
02/2020			000996		00	03/19/2020	001-3120-431-52-20	AMZN MKTP US WG0024IQ3	EFT:	26.99
02/2020			000998		00	03/19/2020	001-3120-431-43-02	KC BOBCAT	EFT:	19.79
02/2020			001006		00	03/19/2020	001-3120-431-43-02	NAPA AUTO PARTS GARDNER	EFT:	29.38
02/2020			001008		00	03/19/2020	001-3120-431-52-04	NAPA AUTO PARTS GARDNER	EFT:	8.08
02/2020			001012		00	03/19/2020	001-3120-431-52-16	SMITTY'S LAWN & GARDEN EQU	EFT:	585.00
02/2020			001014		00	03/19/2020	001-3120-431-43-02	LOGAN CONTRACTOR SUPPLY I	EFT:	31.08
02/2020			001016		00	03/19/2020	001-3120-431-43-02	NAPA AUTO PARTS GARDNER	EFT:	45.89
02/2020			001017		00	03/19/2020	001-3120-431-43-02	CROFT TRAILER SUPPLY INC	EFT:	41.06
02/2020			001018		00	03/19/2020	001-3120-431-52-04	O'REILLY AUTO PARTS 354	EFT:	473.11
02/2020			001020		00	03/19/2020	001-3120-431-52-16	AMERICAN EQUIPMENT CO	EFT:	130.89
02/2020			001021		00	03/19/2020	001-3120-431-52-02	GRAINGER	EFT:	29.45
02/2020			001028		00	03/19/2020	001-3120-431-52-20	GRAINGER	EFT:	48.92
02/2020			001029		00	03/19/2020	001-3120-431-52-20	GRAINGER	EFT:	570.00
02/2020			001032		00	03/19/2020	001-3120-431-52-08	CRAFCO-LEE S SUMMIT	EFT:	35.00
02/2020			001033		00	03/19/2020	001-3120-431-52-20	OLATHE WINWATER WORKS	EFT:	35.00
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02/2020			001035		00	03/19/2020	001-3120-431-43-02	TRAILS WEST ACE HDWE	EFT:	85.35
02/2020			001036		00	03/19/2020	001-3120-431-52-20	TRAILS WEST ACE HDWE	EFT:	79.22
02/2020			001039		00	03/19/2020	001-3120-431-52-20	CHINA TASTE	EFT:	5.00
02/2020			001040		00	03/19/2020	001-3120-431-52-20	TUMBLEWEED BAR & GRILL	EFT:	31.91
02/2020			000995		00	03/19/2020	001-3130-431-46-01	KSU CASHIERS OFFICE IV	EFT:	54.51
02/2020			000997		00	03/19/2020	001-3130-431-47-04	THE UPS STORE 5784	EFT:	17.88
02/2020			001150		00	03/19/2020	001-6105-461-52-20	STAPLES DIRECT	EFT:	57.21
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02/2020			001152		00	03/19/2020	001-6105-461-52-20	STAPLES DIRECT	EFT:	246.24
02/2020			001153		00	03/19/2020	001-6105-461-52-20	STAPLES DIRECT	EFT:	1.25
02/2020			001154		00	03/19/2020	001-6105-461-46-01	CAPITAL PLAZA HOTEL TO	EFT:	12.99
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02/2020			001159		00	03/19/2020	001-6105-461-46-01	KTA - TRANSA TEMP - RET	EFT:	43.89
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02/2020			001143		00	03/19/2020	001-6110-461-47-54	WAL-MART #5307	EFT:	
02/2020			001144		00	03/19/2020	001-6110-461-54-51	AMZN MKTP US FC01C3D23	EFT:	

VEND NO	INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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02/2020	001146	00	03/19/2020	001-6110-461.52-20	AMAZON.COM Y469C6IS3			EFT:	13.65	
02/2020	001147	00	03/19/2020	001-6110-461.47-54	SO GROUNDHOUSE COFFEE			EFT:	100.00	
02/2020	001148	00	03/19/2020	001-6110-461.54-51	WM SUPERCENTER #5307			EFT:	49.82	
02/2020	001149	00	03/19/2020	001-6110-461.54-51	WAL-MART #5307			EFT:	11.88	
02/2020	001160	00	03/19/2020	001-6110-461.47-54	SAFE SITTER INC			EFT:	140.00	
02/2020	001162	00	03/19/2020	001-6110-461.47-54	SAFE SITTER INC			EFT:	47.00	
02/2020	001163	00	03/19/2020	001-6110-461.47-54	INSTAFUN K INSTAFUNK			EFT:	275.00	
02/2020	001164	00	03/19/2020	001-6110-461.47-54	WAL-MART #5307			EFT:	504.05	
02/2020	001165	00	03/19/2020	001-6110-461.47-54	PRICE CHOPPER #117			EFT:	158.78	
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02/2020	001167	00	03/19/2020	001-6110-461.47-53	LB DINC			EFT:	101.90	
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02/2020	001026	00	03/19/2020	001-6120-461.43-05	O'REILLY AUTO PARTS 354			EFT:	37.24	
02/2020	001026	00	03/19/2020	001-6120-461.43-05	NAPA AUTO PARTS GARDNER			EFT:	43.59	
02/2020	001156	00	03/19/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC			EFT:	113.13	
02/2020	001170	00	03/19/2020	001-6120-461.44-02	PURE WATER DELIVERY			EFT:	77.13	
02/2020	001171	00	03/19/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE			EFT:	12.19	
02/2020	001172	00	03/19/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE			EFT:	45.98	
02/2020	001173	00	03/19/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3			EFT:	36.80	
02/2020	001174	00	03/19/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3			EFT:	27.58	
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02/2020	001178	00	03/19/2020	001-6120-461.43-02	ORSCHLAIN FARM AND HOME ST			EFT:	99.99	
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02/2020	001190	00	03/19/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3			EFT:	10.04	
02/2020	001191	00	03/19/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3			EFT:	19.28	
02/2020	001192	00	03/19/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE			EFT:	56.72	
02/2020	001193	00	03/19/2020	001-6120-461.46-01	KANSAS RURAL WATER ASN			EFT:	225.00	
02/2020	001194	00	03/19/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE			EFT:	12.99	
02/2020	001195	00	03/19/2020	001-6120-461.43-02	ORSCHLAIN FARM AND HOME ST			EFT:	149.98	
02/2020	001155	00	03/19/2020	001-6120-461.52-01	ORSCHLAIN FARM AND HOME ST			EFT:	11.98	
02/2020	001053	00	03/19/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC			EFT:	53.83	
02/2020	001056	00	03/19/2020	501-4110-441.52-20	WAL-MART #5307			EFT:	6.54	
02/2020	001057	00	03/19/2020	501-4110-441.46-01	CARSAARS PLACE ADV RSVN			EFT:	225.63	
02/2020		00	03/19/2020	501-4110-441.52-20	STAPLS7304680139000002			EFT:	19.99	

VEND NO	INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	DESCRIPTION	ITEM	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	00	SECURITY BANKCARD CENTER		00	03/19/2020	501-4120-441-52-12	ULINE SHIP SUPPLIES		EFT:	542.47
02/2020			001061		00	03/19/2020	501-4120-441-52-12	THE HOME DEPOT 2218		EFT:	304.34
02/2020			001062		00	03/19/2020	501-4120-441-53-02	NGROS WSTRN STF#2 INC		EFT:	821.96
02/2020			001063		00	03/19/2020	501-4120-441-52-20	OFFICEMAX/OFFICEDEPT#6874		EFT:	342.78
02/2020			001064		00	03/19/2020	501-4120-441-53-02	GALLS		EFT:	132.89
02/2020			001065		00	03/19/2020	501-4120-441-53-02	GALLS		EFT:	31.22
02/2020			001066		00	03/19/2020	501-4120-441-53-02	GALLS		EFT:	107.89
02/2020			001054		00	03/19/2020	501-4130-441-52-20	STAPLS7304462708000001		EFT:	238.41
02/2020			001058		00	03/19/2020	501-4130-441-52-20	STAPLS7304820179000001		EFT:	121.37
02/2020			001068		00	03/19/2020	501-4130-441-53-02	AMAZON.COM 444WP1TU3		EFT:	45.95
02/2020			001059		00	03/19/2020	501-4130-441-52-12	THE HOME DEPOT #2218		EFT:	8.74
02/2020			001070		00	03/19/2020	501-4130-441-52-12	WAL-MART #5307		EFT:	10.91
02/2020			001071		00	03/19/2020	501-4130-441-52-12	THE HOME DEPOT #2218		EFT:	18.35
02/2020			001072		00	03/19/2020	501-4130-441-52-12	WM SUPERCENTER #5307		EFT:	42.09
02/2020			001073		00	03/19/2020	501-4130-441-52-12	COLEMAN EQUIPMENT BONNER		EFT:	3.04
02/2020			001074		00	03/19/2020	501-4130-441-52-04	FOLEY EQUIPMENT		EFT:	18.35
02/2020			001075		00	03/19/2020	501-4130-441-52-12	AMAZON.COM UJ5658CM3 AMZN		EFT:	387.00
02/2020			001076		00	03/19/2020	501-4130-441-52-12	TRAILS WEST ACE HDWE		EFT:	24.13
02/2020			001077		00	03/19/2020	501-4130-441-52-12	SWAN ENGINEERING AND S		EFT:	44.20
02/2020			001078		00	03/19/2020	501-4130-441-52-12	WAL-MART #5307		EFT:	3.24
02/2020			001079		00	03/19/2020	501-4130-441-52-02	THE HOME DEPOT 2218		EFT:	82.23
02/2020			001080		00	03/19/2020	501-4130-441-52-12	THE HOME DEPOT #2218		EFT:	5.93
02/2020			001081		00	03/19/2020	501-4130-441-52-04	ELLIOTT EQUIPMENT COMPANY		EFT:	361.27
02/2020			001082		00	03/19/2020	501-4130-441-52-04	SPRAYER SPECIALITIES, INC		EFT:	60.01
02/2020			001083		00	03/19/2020	501-4130-441-52-02	AMZN MKTP US 1X0R200R3		EFT:	96.95
02/2020			001084		00	03/19/2020	501-4130-441-52-02	HARBOR FREIGHT TOOLS 619		EFT:	9.84
02/2020			001085		00	03/19/2020	501-4130-441-52-02	THE HOME DEPOT 2218		EFT:	546.28
02/2020			001115		00	03/19/2020	501-4130-441-52-12	TRAILS WEST ACE HDWE		EFT:	14.97
02/2020			001067		00	03/19/2020	521-4220-442-46-01	EB 70TH ANNUAL ENVIRO		EFT:	180.00
02/2020			001086		00	03/19/2020	521-4220-442-52-20	WM SUPERCENTER #5307		EFT:	14.52
02/2020			001087		00	03/19/2020	521-4220-442-47-04	THE UPS STORE 5784		EFT:	10.98
02/2020			001088		00	03/19/2020	521-4220-442-47-04	THE UPS STORE 5784		EFT:	10.95
02/2020			001089		00	03/19/2020	521-4220-442-47-04	THE UPS STORE 5784		EFT:	29.58
02/2020			001090		00	03/19/2020	521-4220-442-52-20	ORSCHLN FARM AND HOME ST		EFT:	29.58
02/2020			001091		00	03/19/2020	521-4220-442-52-20	ORSCHLN FARM AND HOME ST		EFT:	13.99
02/2020			001092		00	03/19/2020	521-4220-442-47-04	TRAILS WEST ACE HDWE		EFT:	10.98
02/2020			001093		00	03/19/2020	521-4220-442-47-04	THE UPS STORE 5784		EFT:	13.99
02/2020			001094		00	03/19/2020	521-4220-442-52-20	WM SUPERCENTER #5307		EFT:	10.98
02/2020			001095		00	03/19/2020	521-4220-442-46-01	KANSAS RURAL WATER ASN		EFT:	13.98
02/2020			001096		00	03/19/2020	521-4220-442-52-12	ORSCHLN FARM AND HOME ST		EFT:	555.00
02/2020			001097		00	03/19/2020	521-4220-442-47-04	THE UPS STORE 5784		EFT:	9.85
02/2020			001098		00	03/19/2020	521-4220-442-52-20	WM SUPERCENTER #5307		EFT:	11.59
02/2020			001099		00	03/19/2020	521-4220-442-46-02	KANSAS RURAL WATER ASN		EFT:	73.32
02/2020			001000		00	03/19/2020	521-4230-442-52-04	KC BOBCAT		EFT:	150.00
02/2020			001004		00	03/19/2020	521-4230-442-52-04	TVH PARTS CO SUPERIOR SIG		EFT:	19.79
02/2020			001007		00	03/19/2020	521-4230-442-43-05	NAPA AUTO PARTS GARDNER		EFT:	107.98
02/2020			001025		00	03/19/2020	521-4230-442-43-05	NAPA AUTO PARTS GARDNER		EFT:	38.43
02/2020			001050		00	03/19/2020	521-4230-442-52-20	STAPLS7304961724000001		EFT:	29.47
02/2020			001100		00	03/19/2020	521-4230-442-52-20	TRAILS WEST ACE HDWE		EFT:	60.29
02/2020			001101		00	03/19/2020	521-4230-442-46-02	MUNICIPALLLC-SERVICE FEE		EFT:	68.97
02/2020					00	03/19/2020				EFT:	3.00

INVOICE NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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02/2020	001102	00 03/19/2020	00	03/19/2020	521-4230-442.46-02	JOHNSON CITY MV OLATHE	EFT:	37.75
02/2020	001103	00 03/19/2020	00	03/19/2020	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	51.98
02/2020	001104	00 03/19/2020	00	03/19/2020	521-4230-442.43-05	THE CAR POOL	EFT:	10.00
02/2020	001105	00 03/19/2020	00	03/19/2020	521-4230-442.52-02	ORSCHELN FARM AND HOME ST	EFT:	299.99
02/2020	001106	00 03/19/2020	00	03/19/2020	521-4230-442.52-02	ORSCHELN FARM AND HOME ST	EFT:	14.98
02/2020	001107	00 03/19/2020	00	03/19/2020	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	24.97
02/2020	001109	00 03/19/2020	00	03/19/2020	521-4230-442.52-04	TRACTOR-SUPPLY-CO #0348	EFT:	6.95
02/2020	001023	00 03/19/2020	00	03/19/2020	531-4320-443.43-05	NAPA AUTO PARTS GARDNER	EFT:	29.47
02/2020	001116	00 03/19/2020	00	03/19/2020	531-4320-443.52-02	TRAILS WEST ACE HDWE	EFT:	16.98
02/2020	001117	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	7.99
02/2020	001118	00 03/19/2020	00	03/19/2020	531-4320-443.52-02	THE HOME DEPOT #2218	EFT:	64.97
02/2020	001119	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	SHERWIN WILLIAMS 707568	EFT:	15.17
02/2020	001120	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	19.58
02/2020	001121	00 03/19/2020	00	03/19/2020	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	8.99
02/2020	001122	00 03/19/2020	00	03/19/2020	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	37.98
02/2020	001123	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	87.67
02/2020	001124	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	15.97
02/2020	001125	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	27.26
02/2020	001126	00 03/19/2020	00	03/19/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	19.79
02/2020	001127	00 03/19/2020	00	03/19/2020	531-4320-443.52-12	O'REILLY AUTO PARTS 354	EFT:	60.63
02/2020	001001	00 03/19/2020	00	03/19/2020	531-4330-443.52-04	KC BOBCAT	EFT:	92.28
02/2020	001055	00 03/19/2020	00	03/19/2020	531-4330-443.43-05	KC BOBCAT	EFT:	60.30
02/2020	001059	00 03/19/2020	00	03/19/2020	531-4330-443.52-20	STAPLS7304680139000001	EFT:	62.98
02/2020	001058	00 03/19/2020	00	03/19/2020	531-4330-443.52-20	STAPLS7304961724000001	EFT:	18.99
02/2020	001110	00 03/19/2020	00	03/19/2020	531-4330-443.52-12	CMI	EFT:	82.72
02/2020	001111	00 03/19/2020	00	03/19/2020	531-4330-443.52-02	TRAILS WEST ACE HDWE	EFT:	29.98
02/2020	001112	00 03/19/2020	00	03/19/2020	531-4330-443.52-02	FASTENAL COMPANY 01KSKA3	EFT:	10.14
02/2020	001113	00 03/19/2020	00	03/19/2020	531-4330-443.52-09	TRAILS WEST ACE HDWE	EFT:	159.98
02/2020	001114	00 03/19/2020	00	03/19/2020	531-4330-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	2,200.00
02/2020	001030	00 03/19/2020	00	03/19/2020	551-4520-445.43-02	ORSCHELN FARM AND HOME ST	EFT:	50.00
02/2020	001031	00 03/19/2020	00	03/19/2020	551-4520-445.43-02	GARSITE PROGRESS LLC	EFT:	12.99
02/2020	001037	00 03/19/2020	00	03/19/2020	551-4520-445.43-05	GARDNER DISPOSAL SERVICE	EFT:	454.79
02/2020	001038	00 03/19/2020	00	03/19/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	125.70
02/2020	001041	00 03/19/2020	00	03/19/2020	551-4520-445.52-20	THE HOME DEPOT 2218	EFT:	30.52
02/2020	001042	00 03/19/2020	00	03/19/2020	551-4520-445.43-02	TRAILS WEST ACE HDWE	EFT:	9.58
02/2020	001128	00 03/19/2020	00	03/19/2020	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	54.33
02/2020	001129	00 03/19/2020	00	03/19/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	149.97
02/2020	001130	00 03/19/2020	00	03/19/2020	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	100.53
02/2020	001131	00 03/19/2020	00	03/19/2020	551-4520-445.43-04	SHERWIN WILLIAMS 707568	EFT:	57.85
02/2020	001132	00 03/19/2020	00	03/19/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	48.33
02/2020	000923	00 03/19/2020	00	03/19/2020	601-1230-412.52-20	BAUDVILLE INC.	EFT:	87.34
02/2020	000929	00 03/19/2020	00	03/19/2020	601-1230-412.46-01	WAL-MART #5307	EFT:	39.43
02/2020	000930	00 03/19/2020	00	03/19/2020	601-1230-412.52-20	STAPLS7304803303000001	EFT:	307.50
02/2020	000934	00 03/19/2020	00	03/19/2020	601-1230-412.31-15	DILLONS #0019	EFT:	134.49
02/2020	000935	00 03/19/2020	00	03/19/2020	601-1230-412.31-15	SQ CELEBRITY'S SID	EFT:	27.70
02/2020	000947	00 03/19/2020	00	03/19/2020	602-1340-413.47-05	AMAZON WEB SERVICES		
02/2020	000948	00 03/19/2020	00	03/19/2020	602-1340-413.52-06	STAPLS7304475905000001		
02/2020	000949	00 03/19/2020	00	03/19/2020	602-1340-413.52-06	AMZN MKTP US HL62933363		

INVOICE NO	SEQ#	VENDOR NAME	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER	00	03/19/2020	602-1340-413	DNH DOMAIN HOSTING SRVCS	EFT:	258.04
02/2020		000950	00	03/19/2020	602-1340-413	AMAZON.COM T22AW6QD3 AMZN	EFT:	692.89
02/2020		000951	00	03/19/2020	602-1340-413	AMAZON.COM RH5NH9DV3 AMZN	EFT:	836.10
02/2020		000952	00	03/19/2020	602-1340-413	AMZN MKTP US XU4245713	EFT:	81.82
02/2020		000953	00	03/19/2020	602-1340-413	AMAZON.COM AMZN.COM/BILL	EFT:	560.42
02/2020		000954	00	03/19/2020	602-1340-413	AMAZON.COM AMZN.COM/BILL	EFT:	55.98
02/2020		000955	00	03/19/2020	602-1340-413	AMAZON.COM AMZN.COM/BILL	EFT:	62.27
02/2020		000956	00	03/19/2020	602-1340-413	AMAZON.COM K07K235Y3 AMZN	EFT:	117.76
02/2020		000957	00	03/19/2020	603-3150-431	FRSAFETY.COM	EFT:	93.38
02/2020		01043	00	03/19/2020	603-3150-431	RAMAIR, INC.	EFT:	982.43
02/2020		01044	00	03/19/2020	603-3150-431	IN CHAFFEE LOCK AND KEY	EFT:	90.72
02/2020		01045	00	03/19/2020	603-3150-431	USPS PO 1933770514	EFT:	27.00
02/2020		01046	00	03/19/2020	603-3150-431	FRSAFETY.COM	EFT:	13.65
02/2020		01047	00	03/19/2020	603-3150-431	PRICE CHOPPER #117	EFT:	296.74
02/2020		01048	00	03/19/2020	603-3150-431	FRSAFETY.COM	EFT:	78.35
02/2020		01049	00	03/19/2020	603-3150-431	IN CHAFFEE LOCK AND KEY	EFT:	281.75
02/2020		01050	00	03/19/2020	603-3150-431	TRAILS WEST ACE HDWE	EFT:	57.75
02/2020		01051	00	03/19/2020	604-1320-413	SOUTHWES 5262171612844	EFT:	64.99
02/2020		00936	00	03/19/2020	604-1320-413	CAESARS PLACE ADV RSVN	EFT:	611.96
02/2020		00937	00	03/19/2020	604-1320-413	SHUTTLEFINDER.COM	EFT:	225.63
02/2020		00938	00	03/19/2020	604-1320-413	STAPLS7304348824000001	EFT:	64.40
02/2020		00939	00	03/19/2020	604-1320-413	TRAILS WEST ACE HDWE	EFT:	80.99
02/2020		00940	00	03/19/2020	604-1320-413	CAROLINASHOE.COM	EFT:	16.52
02/2020		00941	00	03/19/2020	604-1320-413	USPS PO 1933770514	EFT:	144.99
02/2020		00942	00	03/19/2020	604-1320-413	USPS PO 1933770514	EFT:	48.70
02/2020		00943	00	03/19/2020	702-6110-461	THE HOME DEPOT #2218	EFT:	48.70
02/2020		00944	00	03/19/2020			EFT:	67.82
02/2020		001139	00	03/19/2020			EFT:	34,501.32
0001162	00	SENSUS USA INC	00	03/20/2020	602-1340-413	REPAIRS	EFT:	784.51
ZZ20200494		001227				VENDOR TOTAL *		
0002383	00	SPRAYER SPECIALTIES, INC	00	03/20/2020	531-4330-443	PARTS	EFT:	784.51
1081744-IN		001228				VENDOR TOTAL *		
0001709	00	SPRINT	00	03/19/2020	001-1120-411	MONTHLY BILLING	EFT:	156.30
403233312-219		000908	00	03/19/2020	001-1140-411	MONTHLY BILLING	EFT:	38.30
403233312-219		000908	00	03/19/2020	001-1305-413	MONTHLY BILLING	EFT:	38.30
403233312-219		000908	00	03/19/2020	001-3110-431	MONTHLY BILLING	EFT:	48.30
403233312-219		000908	00	03/19/2020	001-3116-431	MONTHLY BILLING	EFT:	10.00
403233312-219		000908	00	03/19/2020	001-3120-413	MONTHLY BILLING	EFT:	38.30
403233312-219		000908	00	03/19/2020	001-3130-431	MONTHLY BILLING	EFT:	131.83
403233312-219		000908	00	03/19/2020	001-6105-461	MONTHLY BILLING	EFT:	76.60
403233312-219		000908	00	03/19/2020	001-6120-461	MONTHLY BILLING	EFT:	239.80
403233312-219		000908	00	03/19/2020	001-7110-471	MONTHLY BILLING	EFT:	263.54
403233312-219		000908	00	03/19/2020			EFT:	53.30

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000006	00	VERMEER INC.	001253	00	03/20/2020	521-4230-442.44-02	CREDIT-VAC TRAILER RENTAL	EFT:	800.00-
R02055									
0003221	00	WEX BANK					VENDOR TOTAL *	.00	800.00
64435558		001244		00	03/20/2020	001-2110-421.52-09	MONTHLY BILLING	EFT:	193.66
64435558		001245		00	03/20/2020	001-2120-421.52-09	MONTHLY BILLING	EFT:	4,235.18
64435558		001246		00	03/20/2020	001-2130-421.52-09	MONTHLY BILLING	EFT:	57.12
64435558		001250		00	03/20/2020	001-3116-431.52-09	MONTHLY BILLING	EFT:	55.05
64332853		001231		00	03/20/2020	001-3120-431.52-09	MONTHLY BILLING	EFT:	70.27
64435558		001251		00	03/20/2020	001-3120-431.52-09	MONTHLY BILLING	EFT:	839.33
64435558		001248		00	03/20/2020	001-3130-431.52-09	MONTHLY BILLING	EFT:	190.70
64435558		001252		00	03/20/2020	001-6120-461.52-09	MONTHLY BILLING	EFT:	329.32
64332853		001247		00	03/20/2020	001-7120-471.52-09	MONTHLY BILLING	EFT:	184.86
64332853		001230		00	03/20/2020	501-4120-441.52-09	MONTHLY BILLING	EFT:	233.26
64332853		001232		00	03/20/2020	501-4130-441.52-09	MONTHLY BILLING	EFT:	1,342.64
64332853		001233		00	03/20/2020	521-4220-442.52-09	MONTHLY BILLING	EFT:	1,343.14
64332853		001236		00	03/20/2020	521-4230-442.52-09	MONTHLY BILLING	EFT:	779.35
64332853		001234		00	03/20/2020	531-4320-443.52-09	MONTHLY BILLING	EFT:	594.01
64332853		001235		00	03/20/2020	531-4330-443.52-09	MONTHLY BILLING	EFT:	359.88
64435558		001249		00	03/20/2020	603-3150-431.52-09	MONTHLY BILLING	EFT:	49.57
64435558		001243		00	03/20/2020	604-1320-413.52-09	MONTHLY BILLING	EFT:	519.89
							VENDOR TOTAL *	.00	10,377.23
							EFT/EPAY TOTAL ***		1,260,373.16
							TOTAL EXPENDITURES *****	57,553.12	1,260,373.16
							GRAND TOTAL *****		1,317,926.28

PREPARED 3/20/20, 9:24:06
PROGRAM GM342U
CITY OF GARDNER

NEGATIVE CHECK REGISTER

VENDOR NUMBER VENDOR NAME

AMOUNT

4418 STEEL IMAGES, INC.

846.00-

PREPARED 3/23/20, 8:06:28
PROGRAM GW342U
CITY OF GARDNER

NEGATIVE CHECK REGISTER

VENDOR NUMBER VENDOR NAME AMOUNT

4418 STEEL IMAGES, INC.

846.00-

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER NO	P.O. NO	ENK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004116	00	AEROTEK, INC	001312		00 03/27/2020	001-6105-461.31-15	PROFESSIONAL SERVICES	EFT: 1,100.00	1,100.00
0004340	00	ALL CITY MANAGEMENT SERVICES INC	001258		00 03/27/2020	001-2110-421.31-15	VENDOR TOTAL * CROSSING GUARD CONTRACT	.00 EFT: 2,711.52	1,100.00 2,711.52
0000029	00	ALTEC INDUSTRIES, INC.	001323		00 03/27/2020	501-4130-441.43-05	VENDOR TOTAL * PUMP REPAIR TR# 401	.00 EFT: 483.77	2,711.52 483.77
0001986	00	ANIXTER, INC.	PI0111	007277	00 02/14/2020	501-4130-441.52-31	VENDOR TOTAL * ELECTRIC CABLE	.00 EFT: 5,460.07	483.77 5,460.07
4514183-00			001313		00 03/27/2020	501-4130-441.52-31	CREDIT-TRANSFORMER BAG	EFT: 1,438.70	4,944.44
4381355-00			001313		00 03/27/2020	501-4130-441.52-31	PARKING STAND	EFT: 1,009.91	29.87
4515016-00			001324		00 03/27/2020	501-4130-441.52-31	SUPPLIES	EFT: 1,948.66	39.14
4549240-01			001326		00 03/27/2020	501-4130-441.52-31	PADLOCKS	EFT: 108.27	28.84
4544188-01					00 03/27/2020	501-4130-441.52-31		EFT: 284.81	39.14
4544188-02					00 03/27/2020	501-4130-441.52-31		EFT: 284.81	49.44
0003515	00	AUGUSTINE EXTERMINATORS INC	001259		00 03/27/2020	603-3150-431.31-15	VENDOR TOTAL * MONTHLY BILLING	.00 EFT: 49.44	6,353.20 49.44
2241354			001260		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 29.87	29.87
2241362			001261		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 39.14	29.87
2241367			001262		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 28.84	39.14
2241361			001263		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 39.14	28.84
2241368			001264		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 39.14	39.14
2241364			001265		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 49.44	39.14
2241365			001266		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 49.44	49.44
2241363			001267		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 28.84	49.44
2241358			001268		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 28.84	28.84
2241357			001269		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 25.75	28.84
2241360			001270		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 39.14	25.75
2241359			001271		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 58.71	39.14
2241230			001272		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 49.44	58.71
2241356			001273		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 96.00	49.44
2241355			001274		00 03/27/2020	603-3150-431.31-15	MONTHLY BILLING	EFT: 28.84	96.00
0004675	00	BORDER STATES INDUSTRIES INC	001327		00 03/27/2020	501-4130-441.52-31	VENDOR TOTAL * WIRE	.00 EFT: 670.74	670.74
919658909								EFT: 151.08	151.08
0002420	00	BRENTAG MID-SOUTH, INC	PI0115	006996	00 03/18/2020	521-4220-442.52-13	VENDOR TOTAL * CHEMICALS	.00 EFT: 770.00	151.08 770.00
BMS538513			PI0118	007247	00 03/18/2020	521-4220-442.52-13	CHEMICALS-WATER TREATMENT	EFT: 940.80	940.80
BMS538512								EFT: 1,710.80	1,710.80
0000001	00	CENTURYLINK					VENDOR TOTAL *	.00	1,710.80

VEND NO	SEQ#	VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000001	00	CENTURYLINK				
314105759	0320	001276	521-4220-442.40-03	MONTHLY BILLING	52.22	
313239127	0320	001275	531-4320-443.40-03	MONTHLY BILLING	269.18	
0000429	00	CINTAS FIRE PROTECTION		VENDOR TOTAL *	321.40	82.10
5016164987	001277	00 03/27/2020	521-4220-442.31-15	MONTHLY BILLING	EFT:	
0002621	00	CLAYCO ELECTRIC CO, INC		VENDOR TOTAL *	.00	82.10
46913	001315	00 03/27/2020	521-4220-442.43-02	T/S CONTROL SWITCHES	EFT:	
0099999	00	COATNEY, ERIC		VENDOR TOTAL *	.00	472.50
000062607	UT	00 03/24/2020	501-0000-229.00-00	FINAL BILL REFUND	100.00	472.50
0004963	00	DEZURIK, INC		VENDOR TOTAL *	100.00	
RPI/66004323	001316	00 03/27/2020	521-4220-442.52-12	PNEUMATIC CYLINDER ASSY	EFT:	647.97
0003481	00	DPC INDUSTRIES INC		VENDOR TOTAL *	.00	647.97
817000439-20	PI0117	00 03/11/2020	521-4220-442.52-13	CHEMICALS-WATER TREATMENT	EFT:	1,140.00
817000488-20	PI0124	00 03/17/2020	521-4220-442.52-13	CHEMICALS	EFT:	643.00
0000527	00	DXP ENTERPRISES, INC		VENDOR TOTAL *	.00	1,783.00
51244001	001278	00 03/27/2020	521-4220-442.52-12	2" TAPE	EFT:	186.52
0004961	00	EVERGY METRO INC		VENDOR TOTAL *	.00	186.52
MS-003897	PI0122	00 03/06/2020	501-4130-441.61-04	EVERGY CUSTOMER BUYOUT	EFT:	68,249.00
0000086	00	GALLS, LLC		VENDOR TOTAL *	.00	68,249.00
015319884	001321	00 03/27/2020	001-2120-421.53-02	SHIRTS-CVSA-TRITT	EFT:	99.98
0000181	00	GRAINGER		VENDOR TOTAL *	.00	99.98
9466911683	001279	00 03/27/2020	521-4220-442.52-12	HANDLE BRACKET SHAFT	EFT:	7.96
9465036706	001280	00 03/27/2020	521-4220-442.52-12	HARDWARE	EFT:	75.62
9466660959	001317	00 03/27/2020	521-4220-442.52-12	BACKFLOW PREVENTER REPAIR	EFT:	404.40
0000013	00	HACH COMPANY		VENDOR TOTAL *	.00	487.98
11880292	001318	00 03/27/2020	521-4220-442.52-12	CHEMICALS	EFT:	1,508.42
11735157	001319	00 03/27/2020	521-4220-442.52-12	CHEMICALS	EFT:	791.76
11885171	001320	00 03/27/2020	521-4220-442.52-12	CONTROLLER FOR SENSORS	EFT:	2,304.36
0002095	00	HDR ENGINEERING, INC		VENDOR TOTAL *	.00	4,604.54

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002095	00	HDR ENGINEERING, INC							
1200255814		PI0114 006899	00	03/20/2020	001-3130-431.31-10	TRANSPORTATION MSTR PLAN		EFT:	2,950.31
1200253448		PI0116 007203	00	03/11/2020	001-3130-431.31-10	ENGINEERING		EFT:	1,447.25
1200255814-1		PI0121 007280	00	03/20/2020	001-3130-431.31-15	DEVELOPMENT OF LDC		EFT:	14,641.83
1200254464		PI0125 007283	00	03/13/2020	531-4340-443.62-10	ANTI-DEGRADATION STUDY		EFT:	6,600.00
0003730	00	HUBER TECHNOLOGY, INC.					VENDOR TOTAL *	.00	25,639.39
CD10019491		001281	00	03/27/2020	531-4320-443.52-12	BF40-74 W/ MOTOR		EFT:	2,855.70
0000102	00	ICMA RETIREMENT TRUST - 457					VENDOR TOTAL *	.00	2,855.70
3052226		001311	00	03/27/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101	8,083.62
0099999	00	JENNIFER GROGAN					VENDOR TOTAL *	.00	8,083.62
2002768.002		001255	00	03/27/2020	001-0000-347.01-00	SPRING SOCCER REFUND		60.00	
0000405	00	JOHNSON COUNTY GOVERNMENT					VENDOR TOTAL *	60.00	
156437		P10120 007275	00	03/16/2020	001-2110-421.31-15	NICHE RMS MAINT. FEE 2020	CHECK #:	6,030.00	
0002919	00	JOHNSON COUNTY MOTOR VEHICLE					VENDOR TOTAL *	6,030.00	
032EQZ 2020		001282	00	03/27/2020	501-4110-441.31-15	TAURUS - REG. RENEWAL		14.25	
450BFC 2020		001328	00	03/27/2020	501-4130-441.31-15	TR# 400-REG. RENEWAL		14.25	
0000108	00	K.C. BOBCAT INC					VENDOR TOTAL *	28.50	
19134174		001283	00	03/27/2020	521-4230-442.43-02	WINDSHIELD-SKID LOADER		216.05	
19134174		001284	00	03/27/2020	531-4330-443.43-02	WINDSHIELD-SKID LOADER		216.06	
0002489	00	KPERS					VENDOR TOTAL *	432.11	
1532434		001305	00	03/27/2020	721-0000-202.03-01	032620 PAY PERIOD	CHECK #:	112	40,097.02
1532426		001306	00	03/27/2020	721-0000-202.03-01	032620 PAY PERIOD	CHECK #:	112	110.49
1532420		001307	00	03/27/2020	721-0000-202.03-05	032620 PAY PERIOD	CHECK #:	112	777.50
0003568	00	KPERS RETIREMENT					VENDOR TOTAL *	.00	40,985.01
1532440		001308	00	03/27/2020	721-0000-202.03-03	032620 PAY PERIOD	CHECK #:	118	1,560.67
0002490	00	KPF					VENDOR TOTAL *	.00	1,560.67
1532446		001309	00	03/27/2020	721-0000-202.03-02	032620 PAY PERIOD	CHECK #:	113	25,518.07
1532421		001310	00	03/27/2020	721-0000-202.03-05	032620 PAY PERIOD	CHECK #:	113	96.97
0004949	00	LEGAL RECORD, THE					VENDOR TOTAL *	.00	25,615.04
L85255		001286	00	03/27/2020	001-1150-411.47-01	RESOLUTION		61.65	

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004062	00	MYERS BROTHERS OF KANSAS CITY, INC	001293		00	03/27/2020	001-3116-431.52-02	OIL PUMP & HANDLE	203.41	
251376										
0099999	00	NYCOLE CLARK	001257		00	03/27/2020	001-0000-347.01-00	VENDOR TOTAL *	203.41	
2002790	.002									
0000142	00	OLATHE WINWATER WORKS	001294		00	03/27/2020	521-4230-442.52-32	CORPS & COPPER PIPE		EFT: 2,827.60
148179	00		001295		00	03/27/2020	521-4230-442.52-31	BRASS SADDLES		EFT: 502.00
147780	00		001296		00	03/27/2020	521-4230-442.52-31	HARDWARE		EFT: 4,445.55
147826	00									
0000393	00	OLSSON, INC.	PI0119	007264	00	03/17/2020	130-3130-431.62-19	PUBLIC IMPROVEMENT		EFT: 7,775.15
352231										
0001569	00	PAYCOR, INC	001304		00	03/27/2020	001-1310-413.31-15	PAYROLL SERVICES		EFT: 5,262.17
9592884										
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.	PI0126	007286	00	03/23/2020	105-1120-411.31-15	2020 INVESTMENT DUES		EFT: 608.93
03232020										
0000169	00	STANDARD INSURANCE CO.	001359		00	03/27/2020	001-1120-411.21-02	MONTHLY BILLING		EFT: 22,500.00
639496-3/2020			001359		00	03/27/2020	001-1140-411.21-02	MONTHLY BILLING	18.60	
639496-3/2020			001360		00	03/27/2020	001-1150-411.21-02	MONTHLY BILLING	11.63	
639496-3/2020			001361		00	03/27/2020	001-1305-413.21-02	MONTHLY BILLING	4.65	
639496-3/2020			001363		00	03/27/2020	001-1310-413.21-02	MONTHLY BILLING	9.30	
639496-3/2020			001364		00	03/27/2020	001-1330-413.21-02	MONTHLY BILLING	21.63	
639496-3/2020			001366		00	03/27/2020	001-2110-421.21-02	MONTHLY BILLING	13.95	
639496-3/2020			001368		00	03/27/2020	001-2120-421.21-02	MONTHLY BILLING	32.55	
639496-3/2020			001369		00	03/27/2020	001-2130-421.21-02	MONTHLY BILLING	134.85	
639496-3/2020			001370		00	03/27/2020	001-3110-431.21-02	MONTHLY BILLING	4.65	
639496-3/2020			001371		00	03/27/2020	001-3116-431.21-02	MONTHLY BILLING	4.65	
639496-3/2020			001372		00	03/27/2020	001-3120-431.21-02	MONTHLY BILLING	4.65	
639496-3/2020			001373		00	03/27/2020	001-3130-431.21-02	MONTHLY BILLING	37.20	
639496-3/2020			001374		00	03/27/2020	001-6105-461.21-02	MONTHLY BILLING	13.95	
639496-3/2020			001382		00	03/27/2020	001-6120-461.21-02	MONTHLY BILLING	32.55	
639496-3/2020			001383		00	03/27/2020	001-7110-471.21-02	MONTHLY BILLING	27.90	
639496-3/2020			001384		00	03/27/2020	001-7120-471.21-02	MONTHLY BILLING	20.93	
639496-3/2020			001385		00	03/27/2020	501-4110-441.21-02	MONTHLY BILLING	12.33	
639496-3/2020			001376		00	03/27/2020	501-4120-441.21-02	MONTHLY BILLING	18.60	
639496-3/2020			001377		00	03/27/2020	501-4130-441.21-02	MONTHLY BILLING	18.60	
639496-3/2020			001378		00	03/27/2020	521-4220-442.21-02	MONTHLY BILLING	41.85	
639496-3/2020			001379		00	03/27/2020	521-4230-442.21-02	MONTHLY BILLING	27.90	
639496-3/2020			001380		00	03/27/2020	531-4320-443.21-02	MONTHLY BILLING	41.85	
639496-3/2020			001381		00	03/27/2020		MONTHLY BILLING	27.90	

CHECK #:

INVOICE NO	SEQ#	VENDOR NAME	VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000169	00	STANDARD INSURANCE CO.							
639496-3/2020	001362	00 03/27/2020				601-1230-413.21-02	MONTHLY BILLING	4.65	
639496-3/2020	001367	00 03/27/2020				602-1340-413.21-02	MONTHLY BILLING	13.95	
639496-3/2020	001375	00 03/27/2020				603-3150-431.21-02	MONTHLY BILLING	4.65	
639496-3/2020	001365	00 03/27/2020				604-1320-413.21-02	MONTHLY BILLING	41.85	
639496-3/2020	001386	00 03/27/2020				721-0000-202.03-06	MONTHLY BILLING	77.76	
							VENDOR TOTAL *	730.18	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8057745697	001297	00 03/27/2020				001-1310-413.52-20	CREDIT	EFT:	1.19-
8057831914	001298	00 03/27/2020				001-1310-413.52-20	OFFICE SUPPLIES	EFT:	109.46
							VENDOR TOTAL *	.00	108.27
0004418	00	STEEL IMAGES, INC.							
01282020	000169	00 01/31/2020				001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0004785	00	SUMNERONE, INC							
2488181	001299	00 03/27/2020				602-1340-413.43-02	MONTHLY BILLING	EFT:	278.19
2488180	001300	00 03/27/2020				602-1340-413.43-02	MONTHLY BILLING	EFT:	467.85
							VENDOR TOTAL *	.00	746.04
0004482	00	SUPERION, LLC							
264249	001301	00 03/27/2020				501-4140-441.63-73	NEXGRID & METER EXCHANGE	EFT:	960.00
							VENDOR TOTAL *	.00	960.00
0002055	00	TG TECHNICAL SERVICES							
18878	001302	00 03/27/2020				531-4320-443.43-02	CALIBRATION-GAS MONITOR	EFT:	178.50
							VENDOR TOTAL *	.00	178.50
0002969	00	TREKK DESIGN GROUP LLC							
20-000203	PI0113	006842 00 03/20/2020				531-4310-443.31-15	INFLOW & INFILTRATION	18,234.68	
							VENDOR TOTAL *	18,234.68	
0099999	00	WADE MCNANEY							
2002764.002	001256	00 03/27/2020				001-0000-347.01-00	SPRING SOCCER REFUND	90.00	
							VENDOR TOTAL *	90.00	
0004600	00	WILSON & COMPANY, INC							
87921	PI0112	007282 00 02/06/2020				130-3130-431.62-04	RELOCATION - WATERLINE	EFT:	6,711.75
							VENDOR TOTAL *	.00	6,711.75
							HAND ISSUED TOTAL ***		76,853.27
							EFT/EPAY TOTAL ***		327,587.49
							TOTAL EXPENDITURES *****		404,440.76
							*****		435,875.56
							GRAND TOTAL	31,434.80	

PREPARED 3/27/20, 8:11:30
PROGRAM GM342U
CITY OF GARDNER

NEGATIVE CHECK REGISTER

VENDOR NUMBER VENDOR NAME

AMOUNT

4418 STEEL IMAGES, INC.

846.00-

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: JAMES BELCHER, CHIEF OF POLICE

Agenda Item: Consider authorizing the purchase of a replacement K9 Bite Suit

Strategic Priority: Quality of Life; Asset Management

Department: Police

Staff Recommendation:

Staff recommends authorizing the purchase of a replacement K9 bite suit for training purposes, using funds from the seizure fund.

Background/Description of Item:

This bite suit was purchased when the K-9 was obtained making it several years old. The repeated use of the suit over that time has caused the integrity of the suit to break down. As a result, the animal's bite now causes injuries to the officers that serve as decoys. As time passes, the suit continues to get worse and needs to be replaced.

Staff obtained a quote from Harddog's Requisites, where staff obtained a suit in the past. The quote is for the Suit Series II. The purchase price of \$ 2,095.00 and \$85.00 for shipping makes the total cost of a new suit at \$ 2,180.00.

Allowing the police department to purchase a new suit will allow staff to protect the officers that are serving as a decoy from injury and should last through the rest of K9 Zeus's service time. This decoy training is essential for the continued success of the K9 program.

Financial Impact:

This item was not budgeted. Staff suggests the use of funds from the seizure fund. By using these funds, there will be no impact on the budget. The seizure fund currently has \$12,490 available for use.

Attachments included:

- Quote sheet from Harddog's Requisites

Suggested Motion:

Authorize the purchase of a replacement K9 bite suit for training purposes, using funds from the seizure fund, for a cost of \$ 2,180.00.



P.O. Box 682847
 Franklin, TN 37068 USA
 Phone 615.859.4813
 Fax 615.851.6158
 www.harddogs.com

QUOTE

THIS IS NOT AN INVOICE

Order ID	Date
06983	07-Mar-20

Page 1 of 1

Bill To

Officer James Anderson
 Gardner Police Department
 440 E. Main St
 GARDNER, KS 66030
 USA

Ship To

Officer James Anderson
 Gardner Police Department
 440 E. Main St
 Gardner, KS 66030
 USA

Phone: 1-913-235-8548

Order ID	Customer ID	Customer Name	Order Date	Cust. PO#	Ship Method
06983	17418	James Anderson	3/7/2020		UPS Ground

Trans Date	Line	Product ID	Product Name	Quantity	List Price	Extended Price (USD)
3/7/2020	001	330-HV-B	Suit Series II, XL Athletic (Rev A)	1	\$2,095.00	\$2,095.00

Made in U.S.A. Currency shown in U.S. Dollars

Subtotal	\$2,095.00
Custom	\$0.00
Shipping/Insurance	\$85.00
Sales Tax	\$0.00
Order Total	\$2,180.00

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider approving the issuance of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2020

Strategic Priority: Business & Economic Development

Department: Administration

Staff Recommendation:

Staff recommends approving the issuance of a Cereal Malt Beverage (CMB) license for the remainder of 2020 due to a relocation of a business from the address listed on the previously approved application.

Background/Description of Item:

The following business has applied for a "Limited Retailer" license to sell cereal malt beverages (CMB) in 2020. The applicant has passed the requisite background checks.

Applicants requesting a "Limited Retailer" license to sell cereal malt beverages only in original and unopened containers not for consumption on the premises:

- Cosentino Group, Inc. d/b/a Cosentino's Price Chopper, 660 E. Main Street

Suggested Motion:

Approve the issuance of a Cereal Malt Beverage (CMB) license for the listed entity for the remainder of calendar year 2020.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 6

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the payments of the amounts for acquisition by condemnation of real property interest in fee simple, permanent utility easement, and temporary construction easement

Strategic Priority: Infrastructure and Asset Management
Economic Development

Department: Public Works

Staff Recommendation:

Staff and the City Attorney recommend that the City Council approve and authorize payment of fees and award amounts for acquisition by condemnation of property interest totaling \$292,300.00.

Background/Description of Item:

City Council adopted Resolution 2033 at the October 7, 2019 meeting and Ordinance 2630 at the October 21, 2019 meeting condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project located within the City of Gardner, Johnson County, Kansas, and directing the City Attorney to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance.

On March 13, 2020, an eminent domain hearing was conducted by court-appointed appraisers to determine fair market value for the right-of-way taking relative to Tract 2 of the Locust right-of-way acquisition, which property is owned by Gardner 188, LLC. The appraisers issued their report on March 20, valuing the taking at \$280,000. The report was filed with the District Court of Johnson County on March 20, 2020. Pursuant to K.S.A. 26-507, if the City desires to continue with the acquisition of the right-of-way interests, within 30 days from the time the appraisers' report is filed, the City is required to pay to the Clerk of the District Court the amount of the appraisers' award and the appraisers' fees. Pursuant to this same statute, upon payment of these amounts, title to the condemned property interests immediately vests in the City and the City is entitled to immediate possession. Either party is entitled to appeal the valuation to District Court for determination by a jury, which valuation could be greater or less than the appraisers' award, however, the City's right to take possession of the property interests which are necessary for the construction of the Locust right-of-way improvements is contingent upon payment of the below identified amounts.

The amounts for payment for the eminent domain proceedings includes the following:

- \$12,300 for court appointed appraisal services.
- \$280,000 for the property acquisition including fee simple, permanent utility easement, and temporary construction easement.

Attachments included:

- Report of Appraisers
- Statement of Appraisers
- Resolution 2033
- Ordinance 2630

Financial Impact:

The funds will be paid from the city-funded portion of the 191st Street Realignment Project. The City anticipates issuing General Obligation Bonds to finance the city-funded portion of the project. Future debt service payments will come from the Special Highway Fund.

Suggested Motion:

Authorize payment of fees and award amounts for acquisition by condemnation of property interest in fee simple, permanent utility easement, and temporary construction easement totaling \$292,300.00.

Action Involves Title to Real Property

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

The City of Gardner, Kansas,

Plaintiff,

vs.

Case No. 19-CV-06746

Division No.: 11

The Anna Ruth Radke Living Trust dated
January 24, 1992, et al;

Defendants.

STATEMENT OF APPRAISERS FEES AND EXPENSES

NOW ON this 20th day of March, 2020, the Court-appointed appraisers submit the following statement for their fees and expenses for the acting as the Court's appraisers herein:

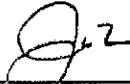
John Moser:		
<u>15.5</u> hours @ \$ <u>300</u> per hour is	<u>\$4650</u>	
_____ miles @ \$0. _____ per mile is	<u>-0-</u>	
out-of pocket expenses total of	<u>-0-</u>	
Total:	\$	<u>\$4650.00</u>

Larry Witt:		
<u>15.5</u> hours @ \$ <u>300</u> per hour is	<u>\$4650</u>	
_____ miles @ \$0. _____ per mile is	<u>-0-</u>	
out-of pocket expenses total of	<u>-0-</u>	
Total:	\$	<u>\$4650.00</u>

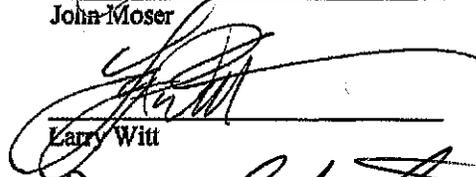
Jim Shetlar:		
<u>10</u> hours @ \$ <u>300</u> per hour is	<u>\$3000.00</u>	
_____ miles @ \$0. _____ per mile is	<u>-0-</u>	
out-of pocket expenses total of	<u>-0-</u>	
Total:	\$	<u>\$3000.00</u>

The foregoing Report of our fees and expenses is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 20th day of March, 2020.

APPRAISERS:



John Moser



Larry Witt



Jim Shetlar

Action Involves Title to Real Property

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT**

The City of Gardner, Kansas,

Plaintiff,

vs.

Case No. 19-CV-06746

Division No.: 11

**The Anna Ruth Radke Living Trust dated
January 24, 1992, et al;**

Defendants.

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, as more fully described in the Plaintiff's Eminent Domain Petition, and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On February 14th, 2020, we caused Notice of our hearing and viewing to be mailed to the Plaintiff and all Defendant parties named in the Petition whose addresses were known to us after diligent inquiry, and on February 18th, 2020, caused such Notice to be published in The Legal Record, a newspaper of general circulation in Johnson County, Kansas. On March 13th, 2020 at 9:30 a.m. in the community room of the Gardner Justice Center located at 16540 Moonlight Road, Gardner, Kansas, the date, time and place stated in such Notice, we began our appraisal and assessment of damages by commencing a public hearing and hearing oral testimony and receiving written and other evidence concerning our appraisal and assessment of damages from the Plaintiff and such of the Defendants as were present and desired to be heard.

For purposes of this Report and this action, the following terms shall mean:

a) The term "**Permanent Utility and Drainage Easement**" shall mean:

"Subject to existing easements of record, a perpetual easement without expiration over, across, upon and under the surface of the described lands for the laying-out, location, installation, construction, reconstruction, repair, maintenance and use of public and private utility mains, lines, wires, poles, conduit, pipe and appurtenant equipment and facilities for the transmission and distribution of water; electricity; gas; communications; and for the laying-out, location, installation, construction, reconstruction, repair, maintenance and use watershed drainage creeks and channels, open and closed pipes and culverts, earthen slide-slopes and berms, rock and rip-rap or other natural and man-made structures as may be necessary to provide for the control,

channeling, direction, redirection and disbursement of storm-water; for the removal of things placed or growing thereon and cutting, clearing, and trimming of trees and bushes; and ingress and egress over and across the abutting public rights of way and abutting property lines for such purposes.”

b) The term “**Permanent Utility Easement**” shall mean:

“Subject to existing easements of record, a perpetual easement without expiration over, across, upon and under the surface of the described lands for the laying-out, location, installation, construction, reconstruction, repair, maintenance and use of public and private utility mains, lines, wires, poles, conduit, pipe and appurtenant equipment and facilities for the transmission and distribution of water; electricity; gas; communications; and ingress and egress over and across the abutting public rights of way and abutting property lines for such purposes.”

c) The term “**Permanent Drainage Easement**” shall mean:

“Subject to existing easements of record, a perpetual easement without expiration over, across, upon and under the surface of the described lands for the laying-out, location, installation, construction, reconstruction, repair, maintenance and use watershed drainage creeks and channels, open and closed pipes and culverts, earthen slide-slopes and berms, rock and rip-rap or other natural and man-made structures as may be necessary to provide for the control, channeling, direction, redirection and disbursement of storm-water; for the removal of things placed or growing thereon and cutting, clearing, and trimming of trees and bushes; and ingress and egress over and across the abutting public rights of way and abutting property lines for such purposes.”

d) The term “**Temporary Construction Easement**” shall mean:

“Subject to existing easements of record, an easement commencing on date Plaintiff acquires title and the right of possession herein pursuant to KSA 26-507 and expiring on December 31, 2021, allowing Plaintiff, its agents, employees, contractors and assigns to enter upon and make use of the above-described area as may be required to undertake and carry out the laying-out, location, construction, reconstruction, installation, supervision, inspection, repair, maintenance and use of roads, streets, curbs, gutters, collection inlets, open and closed pipes and culverts, retaining walls, sidewalks, side-slopes, driveways, public and private utility mains, lines, wires, poles, conduit, pipe and appurtenant equipment and facilities for the transmission and distribution of water, electricity, gas and communications, including but not limited to grading, filling, and repairing the grounds within the described lands, and ingress and egress over and across the abutting public rights of way, other easements, and abutting property lines for such purposes.

Plaintiff shall cause its contractor to provide reasonable ingress and egress to the property remaining at all times during the terms of this Easement. At the conclusion of construction, all areas disturbed by construction shall be regraded to match the grade and elevation of the contiguous remaining property, and all established lawns shall be re-sodded and other areas re-seeded with native grass or other perennial ground cover, with no obligation for future watering or maintenance.”

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court, we have appraised the lands and/or interests and/or rights therein sought by the Plaintiff and described in the Eminent Domain Petition and have

determined just compensation and damages to the interested parties resulting from the takings are as follows:

Project Tract No. 2

Fee Simple Owner: Gardner 188, LLC
c/o F. Chase Simmons, Registered Agent
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

Copy to: John Peterson
Brendan McPherson
Samuel Barfoot
Polsinelli, PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112

Leinholders, tenants, parties in possession and other interested parties:

Missouri Bank & Trust Company of Kansas City, by Assignment recorded as Document 20121030-0012213 at Johnson County Register of Deeds' Book 201210, Page 012213 of a Mortgage originally granted to Gold Bank and recorded as Document 20050520-00008835 at Johnson County Register of Deeds' Book 200505, Page 008835

Address: Attn: Commercial Lending Department, 1044 Main Street, Kansas City, Missouri 64105

Copy to: James Grant Burcham, Registered Agent, 1044 Main Street, Kansas City, Missouri 64105

Quik-Trip Corporation, by agreement originally dated September 28, 2018, as amended.

Address: Attn: Legal Department, 4705 S. 129th E Avenue, Tulsa, OK 74134

Copy to: Jeremy Crosby, Real Estate Manager, 5725 Foxridge Drive, Mission, KS, 66202-2401.

Thomas G. Franzen, in his capacity as the Finance Director & County Treasurer of Johnson County, Kansas (Attn: Treasury & Financial Management)

Address: 111 S. Cherry St., Olathe, KS. 66061

Copy to: Robert Ford, Assistant County Counselor, Legal Dept., 111 S. Cherry Street, Suite 3200, Olathe, KS. 66061

REAL PROPERTY INTERESTS TO BE ACQUIRED:

The Fee Simple Interest in:

Project Sub-Tract No. 2

All that part of Lot 4, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence S 2° 32' 06" E, along the East line of said Lot 4, a distance of 329.84 feet, to the Point of Beginning; thence S 2° 32' 06" E, along said East line, a distance of 20.42 feet, to a point of curvature thence Southwesterly along said Easterly and Southerly line of said Lot 4, being a curve to the right, having a radius of 370.00 feet, a central angle of 70° 02' 01", and an arc distance of 452.26 feet, to a point on a curve; thence Northeasterly along a curve to the left, having an initial tangent bearing of N 64° 27' 25" E, a radius of 400.00 feet, a central angle of 66° 59' 31", and

an arc distance of 467.99 feet, to the Point of Beginning, containing 1,917 square feet, more or less, and as is depicted in Exhibit 2, which is attached hereto and incorporated herein by reference.

and

Project Sub-Tract No. 2B

All that part of Lot 2, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence S 2° 32' 06" E, along the East line of said Lot 2, a distance of 51.07 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 59° 23' 26" W, a radius of 400.00 feet, a central angle of 19° 19' 21", and an arc distance of 134.90 feet, to a point on the North line of said Lot 2; thence N 88° 35' 39" E, along said North line, a distance of 123.16 feet, to the Point of Beginning, containing 2,636 square feet, more or less, and as is depicted in Exhibit 2B, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2C

All that part of Lot 1, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence S 2° 32' 07" E, along the East line of said Lot 1, a distance of 210.80 feet; thence S 56° 09' 15" W, along said East line, a distance of 26.22 feet, thence S 88° 35' 38" W, along the South line of said Lot 1, a distance of 55.21 feet; thence N 78° 40' 13" E, a distance of 23.27 feet; thence N 38° 35' 19" E, a distance of 7.82 feet, to a point; thence continuing N 38° 35' 19" E, a distance of 58.44 feet; thence N 2° 32' 07" W, a distance of 170.09 feet, to a point on the North line of said Lot 1; thence N 88° 35' 38" E, along said North line, a distance of 11.04 feet, to the Point of Beginning, containing 3,652 square feet, more or less, and as is depicted in Exhibit 2C, which is attached hereto and incorporated herein by reference;

And

Project Sub-Tract No. 2E

All that part of Lot 5, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southwest corner of said Lot 5; thence N 2° 32' 06" W, along the West line of said Lot 5, a distance of 332.60 feet, to a point on a curve; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 27° 03' 25" E, a radius of 460.00 feet, a central angle of 2° 25' 56", and an arc distance of 19.53 feet, to a point of curvature; thence continuing along a curve to the right, having a radius of 460.00 feet, a central angle of 2° 27' 31", and an arc distance of 19.74; thence N 8° 37' 38" W, a distance of 25.94; thence N 52° 04' 58" W, a distance of 10.61 feet; thence continuing N 52° 04' 58" W, a distance of 13.14 feet, to a point on the West line of said Lot 5; thence N 2° 32' 06" W, a distance of 77.93 feet, to a point on the curve; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 55° 14' 37" E, a radius of 460.00 feet, a central angle of 1° 34' 57", and an arc distance of 12.70 feet; thence continuing along a curve to the right, having a radius of 460.00 feet, a central angle of 1° 34' 42", and an arc distance of 12.67 feet; thence S 52° 04' 58" E, a distance of 35.83 feet; thence N 85° 50' 01" E, a distance of 26.81 feet, to a point on a curve; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 43° 45' 00" E, a radius of 472.00 feet, a central angle of 8° 33' 17" and an arc distance of 70.47 feet to a point of curvature; thence continuing along a

curve to the right, having a radius of 472 feet, a central angle of $2^{\circ} 06' 15''$ and an arc distance of 17.33, to a point on the North line of said Lot 5; thence $N 88^{\circ} 35' 39'' E$, along said North line, a distance of 101.74 feet, to the Northeast corner of said Lot 5; thence $S 2^{\circ} 14' 26'' E$, a distance of 38.31 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of $S 63^{\circ} 46' 05'' W$, a radius of 388.00 feet, a central angle of $66^{\circ} 18' 11''$, and an arc distance of 449.00 feet; thence $S 2^{\circ} 32' 06'' E$, a distance of 105.44 feet to a point on the South line of said Lot 5; thence $S 87^{\circ} 27' 54'' W$, a distance of 12.00 feet, to the Point of Beginning, containing 32,458 square feet, more or less, and as is depicted in Exhibit 2E, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2F

All that part of Lot 6, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of said Lot 6; thence $N 88^{\circ} 35' 39'' E$, along the North line of said Lot 6, a distance of 87.30 feet, to a point on a curve, said point also being a point known hereinafter as Point A; thence Southwesterly along a curve to the left, having an initial tangent bearing of $S 77^{\circ} 16' 23'' W$, a radius of 388.00 feet, a central angle of $13^{\circ} 30' 19''$, and an arc distance of 91.46 feet, to a point on the West line of said Lot 6; thence $N 2^{\circ} 32' 07'' W$, along said West line, a distance of 28.31 feet, to the Point of Beginning;

And Also;

Commencing at aforesaid mentioned Point A; thence $N 88^{\circ} 35' 39'' E$, along the North line of said Lot 6, a distance of 115.72 feet to the Point of Beginning; thence continuing $N 88^{\circ} 35' 39'' E$, along said North line, a distance of 22.45 feet, to the Northernmost Northeast corner of said Lot 6; thence $S 41^{\circ} 48' 43'' E$, along said North line, a distance of 40.28 feet, to the Easternmost Northeast corner of said Lot 6; thence $S 2^{\circ} 32' 06'' E$, along the East line of said Lot 6, a distance of 107.24 feet; thence departing said East line $N 8^{\circ} 32' 14'' W$, a distance of 91.98 feet; thence $N 31^{\circ} 41' 12'' W$, a distance of 44.06 feet; thence $N 64^{\circ} 41' 03'' W$, a distance of 19.06 feet, to the Point of Beginning; which together contain 2,233 square feet, more or less more or less, and as is depicted in Exhibit 2F, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2G

All that part of Lot 8, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of said Lot 8; thence $N 87^{\circ} 27' 54'' E$, along the North line of said Lot 8, a distance of 12.00 feet; thence $S 8^{\circ} 07' 05'' W$, a distance of 64.91 feet, to a point on the West line of said Lot 8; thence $N 2^{\circ} 32' 06'' W$, along said West line, a distance of 63.79 feet, to the Point of Beginning, containing 383 square feet, more or less, and as is depicted in Exhibit 2G, which is attached hereto and incorporated herein by reference.

AND

A Permanent Utility Easement over, across, upon and under the surface of:

Project Sub-Tract No. 2

All that part of Lot 4, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence S 2° 32' 06" E, along the East line of said Lot 4, a distance of 329.84 feet, to a point of curvature, said point also being the Point of Beginning; thence Southwesterly along a curve to the right, having a radius of 400.00 feet, a central angle of 66° 59' 31", and an arc distance of 467.99 feet; thence N 24° 01' 17" W, a distance of 10.00 feet, to a point on curve; thence Northeasterly along a curve to the left, having an initial tangent bearing of N 64° 25' 05" E, a radius of 390.00 feet, a central angle of 66° 57' 11", and an arc distance of 455.73 feet; thence N 87° 28' 29" E, a distance of 10.00 feet, to the Point of Beginning, except that part lying within the existing utility easement as established in the final plat of SHEAN'S CROSSING 2ND PLAT, containing 1,867 square feet, more or less, and as is depicted in Exhibit 2, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2B

All that part of Lot 2, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 2; thence S 2° 32' 06" E, along the East line of said Lot 2, a distance of 51.07 feet, to the Point of Beginning; thence continuing S 2° 32' 06" E, along said East line, a distance of 12.01 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 58° 25' 33" W, a radius of 390.00 feet, a central angle of 20° 07' 30", and an arc distance of 136.99 feet; thence N 88° 35' 39" E, a distance of 37.44 feet, to a point on a curve; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 73° 18' 52" E, a radius of 400.00 feet, a central angle of 13° 55' 26", and an arc distance of 97.21 feet, to the Point of Beginning, containing 1,161 square feet, more or less, and as is depicted in Exhibit 2B, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2C

All that part of Lot 1, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence S 2° 32' 07" E, along the East line of said Lot 1, a distance of 210.80 feet; thence S 56° 09' 15" W, along said East line, a distance of 26.22 feet, thence S 88° 35' 38" W, along the South line of said Lot 1, a distance of 55.21 feet; thence N 78° 40' 13" E, a distance of 23.27 feet; thence N 38° 35' 19" E, a distance of 7.82 feet, to the Point of Beginning; thence S 88° 35' 38" W, a distance of 28.81 feet; thence N 78° 40' 13" E, a distance of 18.75 feet; thence N 38° 35' 19" E, a distance of 45.23 feet; thence S 2° 32' 07" E, a distance of 15.20 feet; thence S 38° 35' 19" W, a distance of 29.61 feet, to the Point of Beginning, containing 421 square feet, more or less, and as is depicted in Exhibit 2C, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2E

All that part of Lot 5, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Lot 5; thence N 87° 27' 54" E, a distance of 12.00 feet, to the Point of Beginning; thence N 2° 32' 06" W, a distance of 105.44 feet, to a point of curvature; thence Northeasterly along a curve to the right, having a radius of 388.00 feet, a central angle of 66° 18' 11", and an arc distance of 449.00 feet, to a point on the East line of said Lot 5; thence S 2° 32' 07" E, along said East line, a distance of 10.95 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 63° 06' 04" W, a radius of 378.00 feet, a central angle of 65° 38' 10", and an arc distance of 433.02 feet; thence S 2° 32' 06" E, a distance of 105.44 feet, to a point on the South line of said Lot 5; thence S 87° 27' 54" W, along said South line a distance of 10.00 feet, to the Point of Beginning;

And Also:

Commencing at the Southwest corner of said Lot 5; thence N 2° 32' 06" W, along the West line of said Lot 5, a distance of 332.60 feet, to a point on a curve; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 27° 03' 25" E, a radius of 460.00 feet, a central angle of 2° 25' 56", and an arc distance of 19.53 feet, to a point of curvature also being the Point of Beginning; thence continuing along a curve to the right, having a radius of 460.00 feet, a central angle of 2° 27' 31", and an arc distance of 19.74 feet; thence N 8° 37' 38" W, a distance of 25.94 feet; thence N 52° 04' 58" W, a distance of 10.61 feet; thence S 2° 32' 06" W, a distance of 49.18 feet, to the Point of Beginning;

And Also:

Commencing at the Southwest corner of said Lot 5; thence N 2° 32' 06" W, along the West line of said Lot 5, a distance of 332.60 feet, to a point on a curve; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 27° 03' 25" E, a radius of 460.00 feet, a central angle of 2° 25' 56", and an arc distance of 19.53 feet, to a point of curvature; thence continuing along a curve to the right, having a radius of 460.00 feet, a central angle of 2° 27' 31", and an arc distance of 19.74 feet; thence N 8° 37' 38" W, a distance of 25.94 feet; thence N 52° 04' 58" W, a distance of 10.61 feet; thence continuing N 52° 04' 58" W, a distance of 13.14 feet, to a point on the west line of said Lot 5; thence N 2° 32' 06" W, a distance of 77.93 feet, to a point on the curve; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 55° 14' 37" E, a radius of 460.00 feet, a central angle of 1° 34' 57", and an arc distance of 12.70 feet, to the Point of Beginning; thence continuing along a curve to the right, having a radius of 460.00 feet, a central angle of 1° 34' 42", and an arc distance of 12.67 feet; thence S 52° 04' 58" E, a distance of 35.83 feet; thence N 85° 50' 01" E, a distance of 26.81 feet, to a point on a curve; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 43° 45' 00" E, a radius of 472.00 feet, a central angle of 8° 33' 17", and an arc distance of 70.47 feet; thence S 88° 35' 39" W, a distance of 16.58 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 50° 42' 57" W, a radius of 482.00 feet, a central angle of 6° 30' 23", and an arc distance of 54.73 feet; thence S 85° 50' 01" W, a distance of 19.14 feet; thence N 52° 04' 58" W, a distance of 31.98 feet, to a point of curvature; thence Northwesterly along a curve to the left, having a radius of 470.00 feet, a central angle of 2° 33' 16", and an arc distance of 20.95 feet; thence S 2° 32' 06" E, a distance of 12.76 feet, to the Point of Beginning, which together contain 7,186 square feet, more or less, and as is depicted in Exhibit 2E, which is attached hereto and incorporated herein by reference.

Project Sub-Tract No. 2F

All that part of Lot 6, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 6; thence S 2° 32' 07" E, along the West line of said Lot 6, a distance of 28.31 feet, to a point on a curve, said point also being the Point of Beginning; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 63° 46' 05" E, a radius of 388.00 feet, a central angle of 7° 31' 40", and an arc distance of 50.98 feet; thence N 88° 35' 39" E, a distance of 40.20 feet, to a point on a curve, said point also known herein after as Point B; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 77° 07' 26" W, a radius of 378.00 feet, a central angle of 14° 01' 22", and an arc distance of 92.51 feet, to a point on the West line of said Lot 6; thence N 2° 32' 07" W, along said West line, a distance of 10.95 feet, to the Point of Beginning;

And Also;

Commencing at aforesaid mentioned Point B; thence N 88° 35' 39" E, a distance of 9.80 feet; thence continuing N 88° 35' 39" E, a distance of 102.56 feet, to the Point of Beginning; thence continuing N 88° 35' 39" E, a distance of 20.19 feet; thence S 41° 48' 43" E, a distance of 0.22 feet; thence S 31° 41' 12" E, a distance of 41.43 feet; thence S 2° 32' 06" E, a distance of 92.69 feet; thence N 8° 32' 14" W, a distance of 89.41 feet; thence N 31° 41' 12" W, a distance of 39.05 feet; thence N 64° 41' 03" W, a distance of 13.72 feet, to the Point of Beginning, which together contain 1,604 square feet, more or less, and as is depicted in Exhibit 2F, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2G

All that part of Lot 8, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 8; thence N 87° 27' 54" E, along the North line of said Lot 8, a distance of 12.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 10.00 feet; thence S 2° 32' 06" E, a distance of 0.93 feet; thence S 8° 07' 05" W, a distance of 64.91 feet; thence S 2° 32' 06" E, a distance of 233.29 feet to a point on the South line of said Lot 8; thence S 87° 27' 54" W, along said South line, a distance of 10.00 feet, to the Southwest corner of said Lot 8; thence N 2° 32' 06" W, along the West line of said Lot 8, a distance of 234.22 feet; thence N 8° 07' 05" E, a distance of 64.91 feet, to the Point of Beginning, containing 2,991 square feet, more or less, and as is depicted in Exhibit 2G, which is attached hereto and incorporated herein by reference;

AND

A Temporary Construction Easement over, across, upon and under the surface of:

Project Sub-Tract No. 2

All that part of Lot 4, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence S 2° 32' 06" E, along the East line of said Lot 4, a distance of 329.84 feet; thence S 87° 28' 29" W, a distance of 10.00 feet, to a point of curvature, said point also being the Point of Beginning; thence Southwesterly along a curve to the right, having an initial tangent bearing of S 2° 32' 06" E, a radius of 390.00 feet, a central angle of 66° 57' 11", and an arc distance of 455.73 feet, to a point on a curve; thence Southwesterly along a curve to the right, having an initial tangent bearing of S 67° 32' 27" W, a radius of 360.00 feet, a central angle of 20° 45' 16", and an arc distance of 130.40 feet; thence S 88° 17' 41" W, a distance of 119.30 feet, to a point on the Westerly

line of said Lot 4; thence N 2° 16' 04" W, along said Westerly line, a distance of 20.00 feet; thence N 88° 17' 41" E, a distance of 119.50 feet, to a point of curvature; thence Northeasterly along a curve to the left, having a radius of 340.00 feet, a central angle of 20° 39' 46", and an arc distance of 122.62 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 64° 20' 01" E, a radius of 370.00 feet, a central angle of 66° 52' 07", and an arc distance of 431.82 feet; thence S 87° 27' 54" W, a distance of 10.00 feet; thence N 2° 32' 06" W, a distance of 330.63 feet to a point on the North line of said Lot 4; thence N 88° 35' 39" E, along said North line, a distance of 30.01; thence S 2° 32' 06" E, a distance of 330.04 feet, to the Point of Beginning, containing 23,704 square feet, more or less, and as is depicted in Exhibit 2, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2A

The East 25.00 feet of Lot 3, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, containing 6,875 square feet, more or less, and as is depicted in Exhibit 2A, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2B

All that part of Lot 2, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 2; thence S 2° 32' 06" E, along the East line of said Lot 2, a distance of 51.07 feet; thence continuing S 2° 32' 06" E, along said East line, a distance of 12.01 feet, to the Point of Beginning; thence continuing S 2° 32' 06" E, along said East line, a distance of 36.95 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 55° 07' 33" W, a radius of 360.00 feet, a central angle of 10° 38' 19", and an arc distance of 66.84 feet; thence N 24° 14' 07" E, a distance of 15.00 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 65° 45' 53" W, a radius of 375.00 feet, a central angle of 16° 29' 17", and an arc distance of 107.91 feet; thence S 88° 35' 39" W, a distance of 77.24 feet; thence N 1° 23' 13" W, a distance of 10.00 feet; thence N 88° 35' 39" E, a distance of 104.35 feet, to a point on a curve; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 78° 33' 03" E, a radius of 390.00 feet, a central angle of 20° 07' 30", and an arc distance of 136.99 feet, to the Point of Beginning;

And Also

Beginning at the Southeast corner of said Lot 2; thence S 88° 35' 39" W, along said South line, a distance of 25.00 feet; thence N 2° 32' 06" W, a distance of 224.91 feet, to a point of curvature; thence Northeasterly along a curve to the right, having a radius of 485.00 feet, a central angle of 18° 28' 35", and an arc distance of 156.40 feet, to a point on the East line of said Lot 2; thence S 2° 32' 06" E, along said East line, a distance of 379.11 feet, to the Point of Beginning, which together contain 12,321 square feet, more or less, and as is depicted in Exhibit 2B, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2C

All that part of Lot 1, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence S 2° 32' 07" E, along the East line of said Lot 1, a distance of 210.80 feet; thence S 56° 09' 15" W, along said East line, a distance of 26.22 feet, thence S 88° 35' 38" W, along the South line of said Lot 1, a distance of 55.21 feet; thence N 78° 40' 13" E, a distance of 23.27 feet; thence N 38° 35' 19" E, a distance of 7.82 feet; thence S 88° 35' 38" W, a distance of 28.81 feet, to the Point of Beginning; thence continuing S 88° 35' 38" W, a distance of 274.51 feet; thence S 1° 24' 22" E, a distance of 10.00 feet; thence S 88° 35' 38" W, a distance of 281.43 feet, to a point on the West line of said Lot 1; thence N 1° 24' 22" W, along said West line, a distance of 15.00 feet; thence N 88° 35' 38" E, a distance of 575.89 feet; thence S 38° 35' 19" W, a distance of 2.31 feet; thence S 78° 40' 13" W, a distance of 18.75 feet, to the Point of Beginning; containing 5,658 square feet, more or less, and as is depicted in Exhibit 2C, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2D

All that part of Lot 2, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; S 88° 35' 38" W, along the South line, of said Lot 2, a distance of 242.50 feet; thence N 1° 23' 13" W, a distance of 15.00 feet; thence N 88° 35' 38" E, a distance of 242.50 feet, to a point on the East line of said Lot 2; thence S 1° 24' 22" E, along said East line, a distance of 15.00 feet, to the Point of Beginning, containing 3,638 square feet more or less, and as is depicted in Exhibit 2D, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2E

All that part of Lot 5, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Lot 5; thence N 87° 27' 54" E, a distance of 12.00 feet; thence Continuing N 87° 27' 54" E, a distance of 10.00 feet to the Point of Beginning; thence N 2° 32' 06" W, a distance of 105.44 feet, to a point of curvature; thence Northeasterly along a curve to the right, having a radius of 378.00 feet, a central angle of 65° 38' 10", and an arc distance of 433.02 feet, to a point on the East line of said Lot 5; thence S 2° 32' 07" E, along said East line, a distance of 33.23 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 60° 50' 37" W, a radius of 348.00 feet, a central angle of 63° 22' 43", and an arc distance of 384.94 feet; thence S 2° 32' 06" E, a distance of 105.44 feet, to a point on the South line of said Lot 5; thence S 87° 27' 54" W, along said South line a distance of 30.00 feet, to the Point of Beginning, containing 15,433 square feet, more or less, and as is depicted in Exhibit 2E, which is attached hereto and incorporated herein by reference.

and

Project Sub-Tract No. 2F

All that part of Lot 6, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 6; thence S 2° 32' 07" E, along the West line of said Lot 6, a distance of 28.31 feet; thence continuing S 2° 32' 07" E, along said West line, a distance of 10.95 feet, to a point on a curve, said point also being the Point of Beginning; thence Northeasterly along a curve to the right; having an initial tangent bearing of N 63° 06' 04" E, a radius of 378.00 feet, a central angle of 14° 01' 22", and an arc distance of 92.51 feet; thence N 88° 35' 39" E, a distance of 9.80 feet to a point now known as Point C; thence S 63° 21' 45" W, a distance of 94.38 feet; thence S 25° 56' 35" E, a distance of 15.00 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 64° 03' 25" W, a radius of 348.00 feet, a central angle of 3° 12' 48", and an arc distance of 19.52 feet, to a point on the West line of said Lot 6; thence N 2° 32' 07" W, a distance of 33.23 feet, to the Point of Beginning;

And Also;

Commencing at aforesaid mentioned Point C, thence N 88° 35' 39" E, a distance of 102.56 feet; thence S 64° 41' 03" E, a distance of 13.72 feet; thence S 31° 41' 12" E, a distance of 39.05 feet; thence S 8° 32' 14" E, a distance of 89.41 feet; thence S 2° 32' 06" E, a distance of 196.24 feet to the Point of Beginning; thence continuing S 2° 32' 06" E, a distance of 119.41 feet; thence S 87° 27' 54" W, a distance of 11.00 feet; thence N 2° 32' 06" W, a distance of 119.41 feet; thence N 88° 35' 04" E, a distance of 11.00 feet to the Point of Beginning, which together contain 2,678 square feet, more or less, and as is depicted in Exhibit 2F, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2G

All that part of Lot 8, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 8; thence N 87° 27' 54" E, along the North line of said Lot 8, a distance of 12.00 feet; thence continuing N 87° 27' 54" E, along said North line, a distance of 10.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 18.00 feet; thence S 2° 32' 06" E, a distance of 219.79 feet; thence N 87° 27' 54" E, a distance of 165.00 feet; thence S 2° 32' 06" E, a distance of 78.22 feet, to a point on the South line of said Lot 8; thence S 87° 27' 54" W, along said South line, a distance of 195.00 feet; thence N 2° 32' 06" W, a distance of 233.29 feet; thence N 8° 07' 05" E, a distance of 64.91 feet; thence N 2° 32' 06" W, a distance of 0.93 feet, to the Point of Beginning; containing 21,453 square feet, more or less, and as is depicted in Exhibit 2G, which is attached hereto and incorporated herein by reference;

and

Project Sub-Tract No. 2H

All that part of Lot 7, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 7; thence S 87° 27' 54" W, along the North line of said Lot 7, a distance of 10.00 feet; thence S 2° 32' 07" E, a distance of 30.00 feet to the Point of Beginning; thence S 2° 32' 07" E, a distance of 258.01 feet; thence S 87° 27' 54" W, a distance of 11.00 feet; thence N 2° 32' 07" W, a distance of 258.01 feet; thence N 87° 27' 54" E, a distance of 11.00 feet, to the Point of Beginning, containing 2,835 square feet more or less, and as is depicted in Exhibit 2H, which is attached hereto and incorporated herein by reference.

The Fair Market Value of the above-described real property and improvements thereon, immediately before the taking of the above described Easements was:

\$ 4,960,000

The Value of the above-described real property and improvements thereon, immediately after and subject to the above described Easements is:

\$ 4,680,000

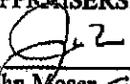
The difference between the Fair Market Value of the above-described real property and improvements thereon, immediately before the taking of the above described Easements, and the Value of the above-described real property and improvements thereon, immediately after and subject to the above described Easements is

\$ 280,000

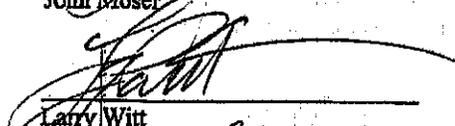
which is the amount of our just compensation award.

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 20th day of MARCH, 2020.

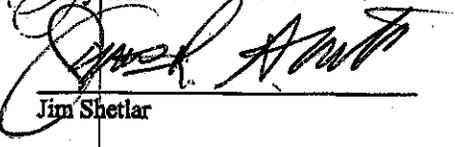
COURT-APPOINTED
APPRAISERS:



John Moser

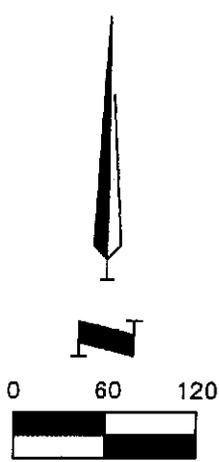


Larry Witt



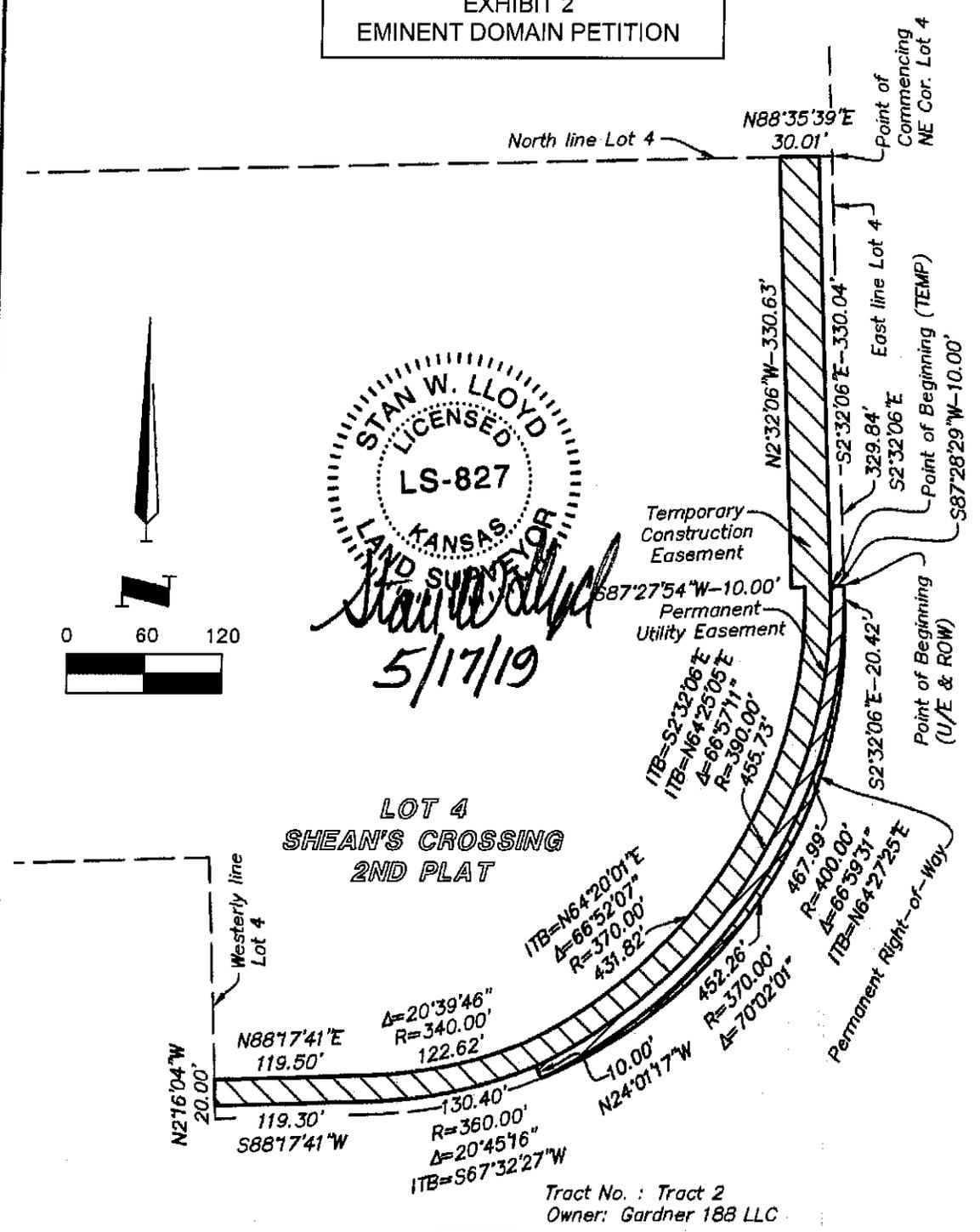
Jim Shetlar

EXHIBIT 2
EMINENT DOMAIN PETITION



STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR
Stan Lloyd
5/17/19

LOT 4
SHEAN'S CROSSING
2ND PLAT



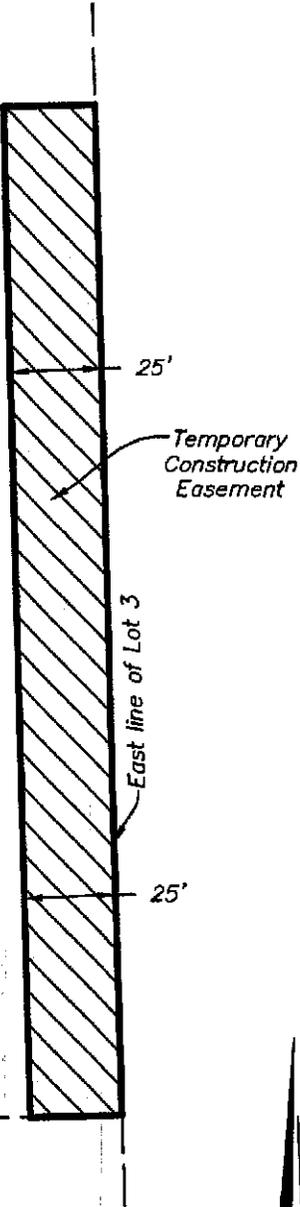
Tract No. : Tract 2
Owner: Gardner 188 LLC

MCCLURE ENGINEERING COMPANY
11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868
PROJECT NO.180079-010 DATE:5/16/2019 BY:klg

-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

EXHIBIT 2A
EMINENT DOMAIN PETITION

LOT 3
SHEAN'S CROSSING
2ND PLAT



STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR
Stan W. Lloyd
5/17/19

Tract No. : Tract 2A
Owner: Gardner 188 LLC

-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

MCCLURE ENGINEERING COMPANY
11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868


MCCLURE
ENGINEERING CO.
Building strong communities.

PROJECT NO. 180079-010	DATE: 5/16/2019	BY: klg
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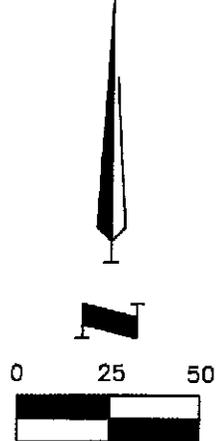


EXHIBIT 2B
EMINENT DOMAIN PETITION

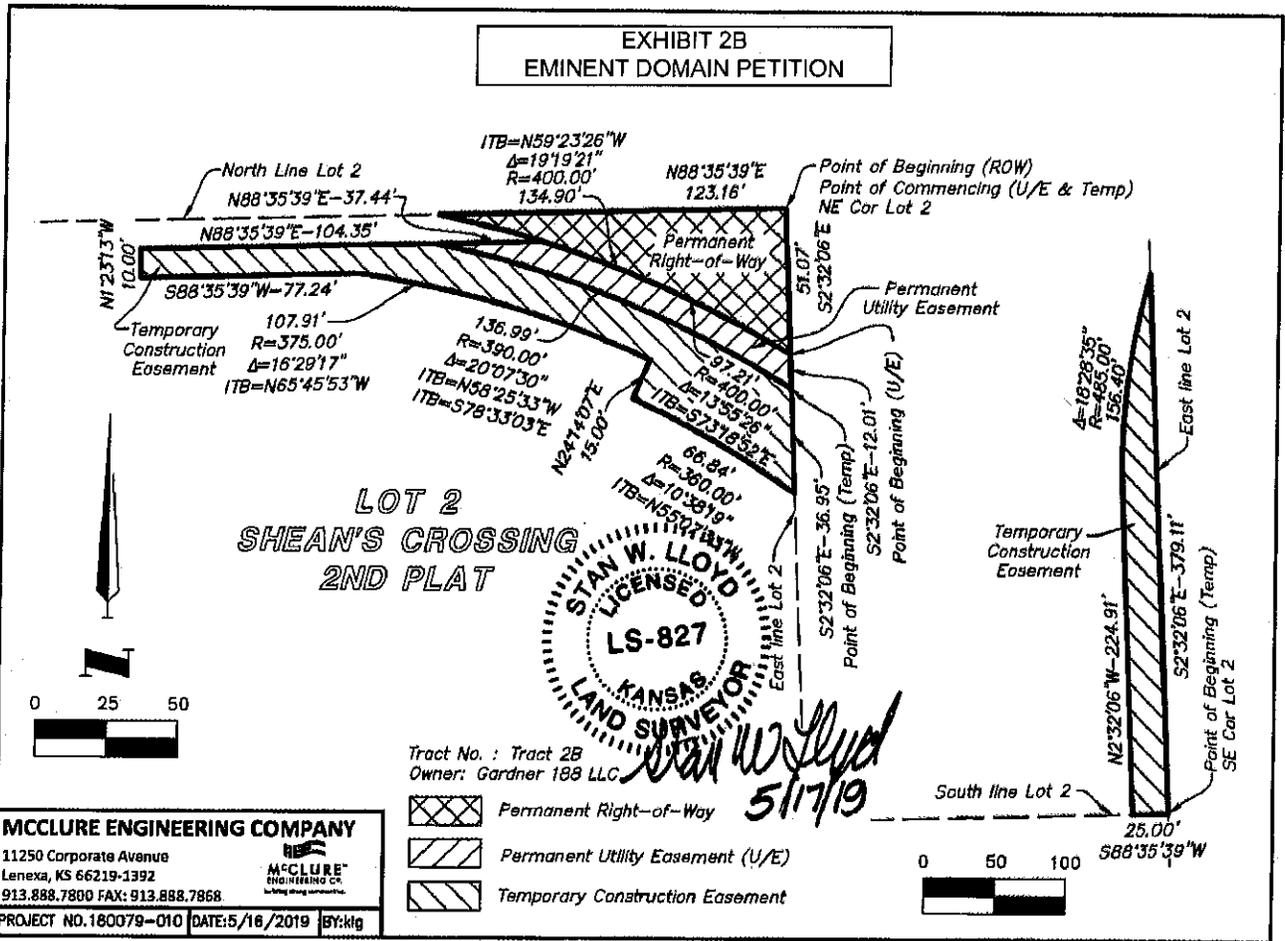
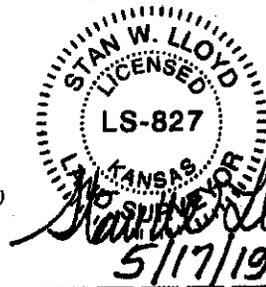


EXHIBIT 2C
EMINENT DOMAIN PETITION



Tract No. : Tract 2C
Owner: Gardner 188 LLC

-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

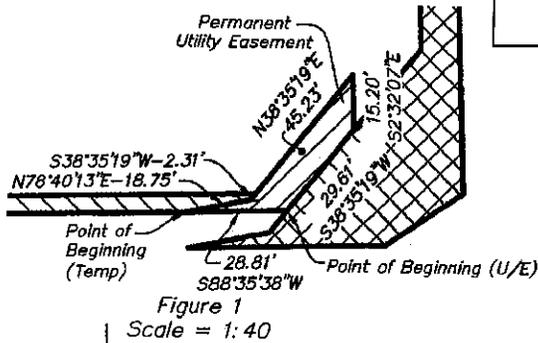
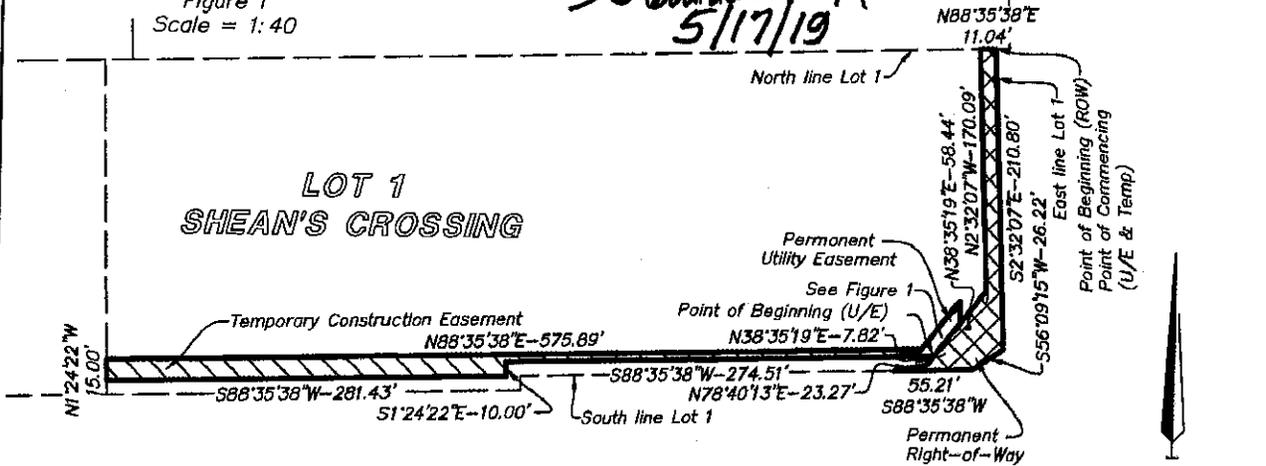


Figure 1
Scale = 1:40

LOT 1
SHEAN'S CROSSING



MCCLURE ENGINEERING COMPANY

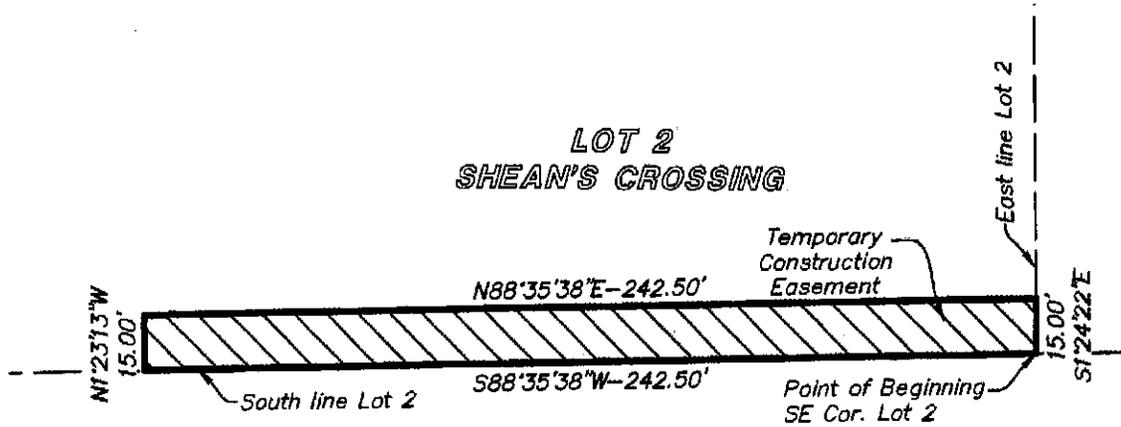
11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868



PROJECT NO. 180079-000 | DATE: 5/16/2019 | BY: klg

EXHIBIT 2D
EMINENT DOMAIN PETITION

LOT 2
SHEAN'S CROSSING



Tract No. : Tract 2D
Owner: Gardner 188 LLC

-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR

Stan W. Lloyd
5/17/19



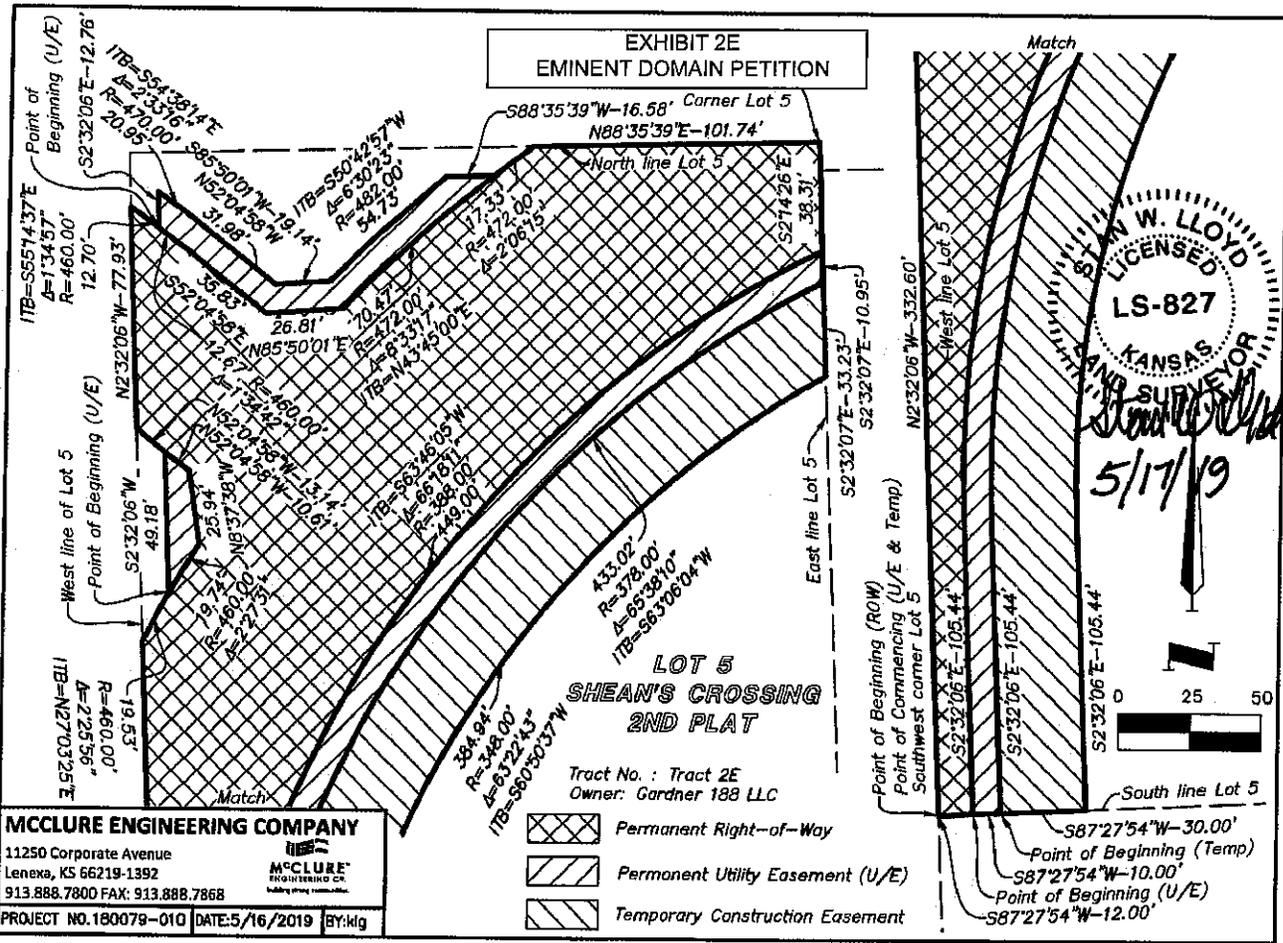
MCCLURE ENGINEERING COMPANY

11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868



PROJECT NO. 180079-010 | DATE: 5/16/2019 | BY: klg

EXHIBIT 2E
EMINENT DOMAIN PETITION



LOT 5
SHEAN'S CROSSING
2ND PLAT

Tract No. : Tract 2E
Owner: Gardner 188 LLC

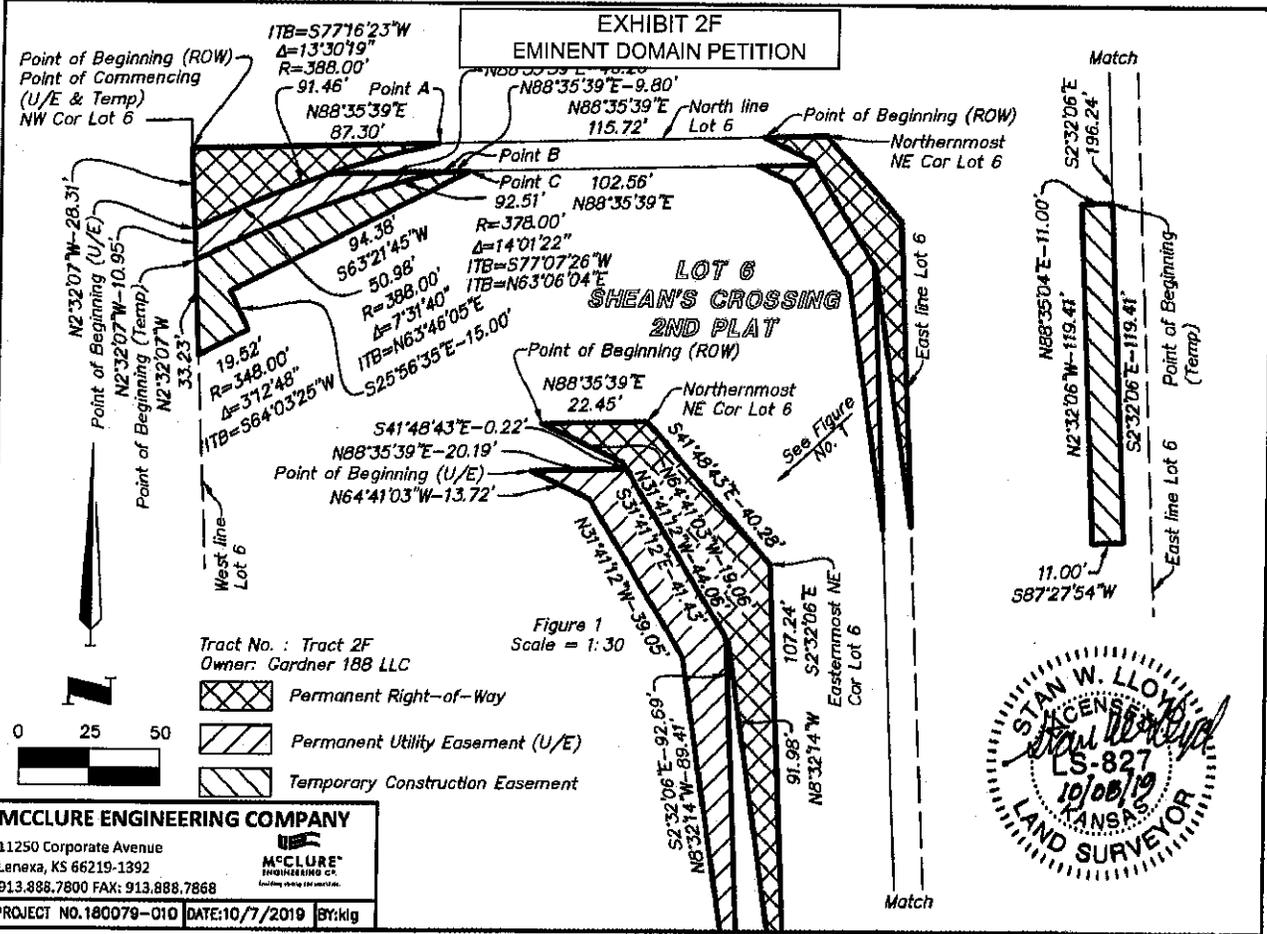
-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

MCCLURE ENGINEERING COMPANY
 11250 Corporate Avenue
 Lenexa, KS 66219-1392
 913.888.7800 FAX: 913.888.7868

MCCLURE ENGINEERING CO.
 Building strong communities.

PROJECT NO. 180079-010 DATE: 5/16/2019 BY: klg

**EXHIBIT 2F
EMINENT DOMAIN PETITION**

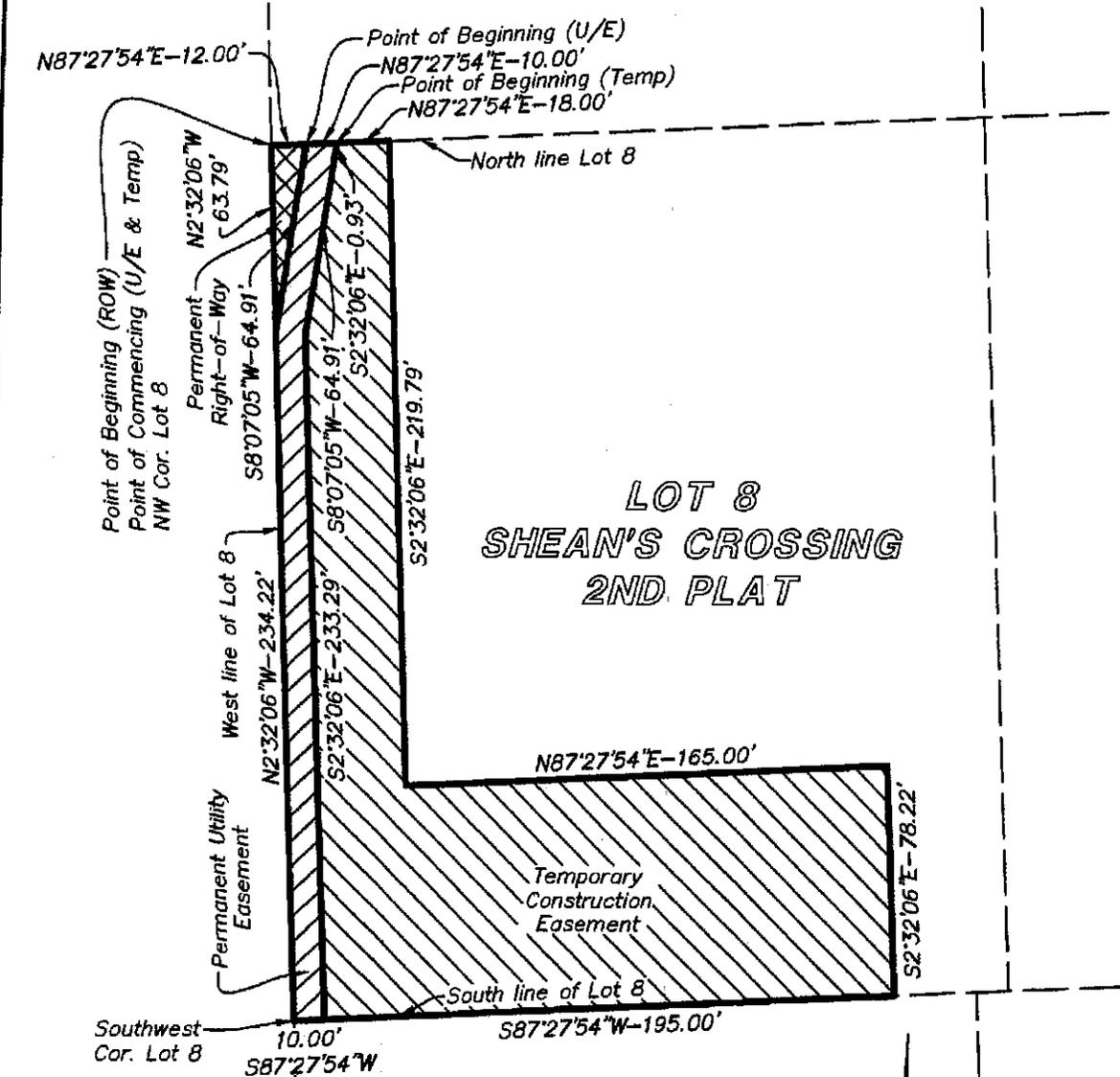


MCCLURE ENGINEERING COMPANY
 11250 Corporate Avenue
 Lenexa, KS 66219-1392
 913.888.7800 FAX: 913.888.7868

MCCLURE ENGINEERING CO.
Established 1964

PROJECT NO. 180079-010 DATE: 10/7/2019 BY: klg

EXHIBIT 2G
EMINENT DOMAIN PETITION



LOT 8
SHEAN'S CROSSING
2ND PLAT

Tract No. : Tract 2G
Owner: Gardner 188 LLC

-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

MCCLURE ENGINEERING COMPANY
 11250 Corporate Avenue
 Lenexa, KS 66219-1392
 913.888.7800 FAX: 913.888.7868

MCCLURE ENGINEERING CO.
 building strong connections.

PROJECT NO. 180079-010 | DATE: 5/16/2019 | BY: klg

STAN W. LLOYD
 LICENSED
 LS-827
 KANSAS
 Surveyor

Stan W. Lloyd
 5/17/19

0 30 60

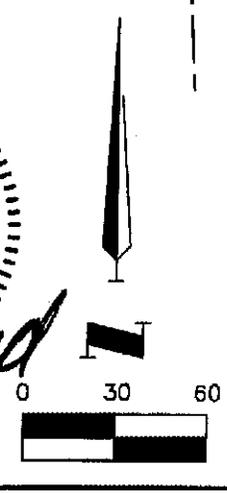
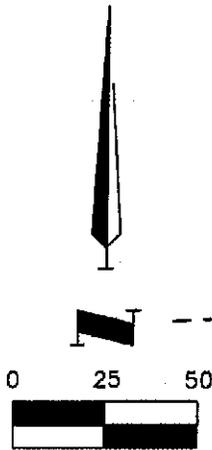
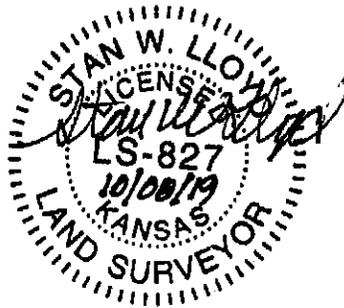
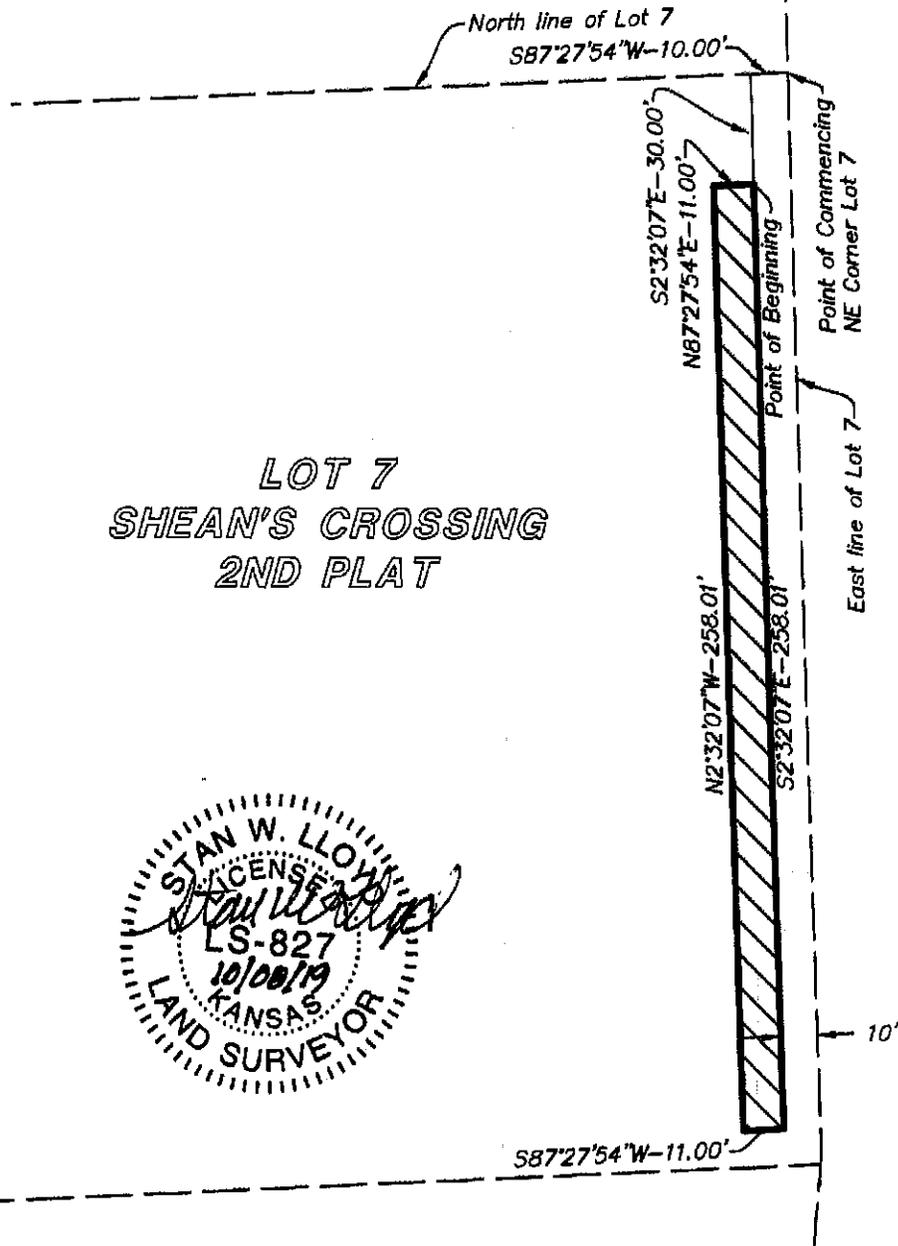


EXHIBIT 2H
EMINENT DOMAIN PETITION

LOT 7
SHEAN'S CROSSING
2ND PLAT



Tract No. : Tract 2H
Owner: Gardner 188 LLC

-  Permanent Right-of-Way
-  Permanent Utility Easement (U/E)
-  Temporary Construction Easement

MCCLURE ENGINEERING COMPANY

11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868



PROJECT NO. 180079-010 | DATE: 10/7/2019 | BY: klg

RESOLUTION NO. 2033

A RESOLUTION declaring the necessity and authorizing a survey and descriptions of lands or interests therein necessary to be condemned for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project located within the City of Gardner, Johnson County, Kansas.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS

SECTION 1. It is hereby found and determined necessary that certain lands or interests therein be condemned, or otherwise acquired, for public use providing for land necessary for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project located within the City of Gardner, Johnson County, Kansas, as generally depicted in Exhibit A., which is attached hereto and incorporated herein by reference, provided however that the property interests which will ultimately be acquired shall be established by the survey as described in Section 2.

SECTION 2. The City Council hereby directs and authorizes its City Attorney to cause a survey and description of such parcels to be undertaken and filed with the City Clerk; to thereafter prepare and submit to the Council an ordinance authorizing the exercise of eminent domain with respect to such parcels; and upon approval of the same by the Council to initiate eminent domain proceedings in the District Court of Johnson County, and to undertake all other necessary actions to complete acquisition of such parcels.

SECTION 3. This resolution shall be effective from and after its passage, approval and publication in the official city newspaper.

**ADOPTED BY THE BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS
THIS 7th DAY OF OCTOBER, 2019.**

(SEAL)

/s/
Steve Shute, Mayor

ATTEST:

/s/
Sharon Rose
City Clerk

EXHIBIT A

Project Tract No. 1

Fee Simple Owner: **The Anna Ruth Radke Living Trust dated January 24, 1992**
 c/o Mark Hannah, Attorney at Law
 130 N. Cherry, Suite 100
 PO Box 564
 Olathe, Kansas 66061

Legal Description of the Real Property to be acquired for Permanent Utility Easement

All that part of Northeast 1/4 of said Section 2, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4; thence S 88° 17' 35" W, along the North line of said Northeast 1/4, a distance of 1119.31 feet; thence S 1° 42' 25" E, a distance of 43.29 feet, to a point on the South line of 191st Street, as now established, said point is also known as the Point of Beginning; thence S 11° 46' 35" W, a distance of 45.00 feet; thence S 78° 13' 25" E, a distance of 41.13 feet; thence N 54° 44' 19" E, a distance of 84.00 feet, to a point on said South line of said 191st street; thence S 88° 18' 35" W, along said South line, a distance of 70.72 feet; thence N 78° 13' 25" W, along said South line, a distance of 29.60 feet, to the Point of Beginning, containing 3,234 square feet, more or less.

Legal Description of the Real Property to be acquired for Temporary Construction Easement:

All that part of Northeast 1/4 of said Section 2, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4; thence S 88° 17' 35" W, along the North line of said Northeast 1/4, a distance of 1119.31 feet; thence S 1° 42' 25" E, a distance of 43.29 feet, to a point on the South line of 191st Street, as now established, said point is also known as the Point of Beginning; thence S 11° 46' 35" W, a distance of 45.00 feet; thence S 78° 13' 25" E, a distance of 41.13 feet; thence N 54° 44' 19" E, a distance of 84.00 feet, to a point on said South line of said 191st street; thence N 88° 18' 35" E, along said South line, a distance of 88.68 feet; thence N 75° 27' 35" E, a distance of 90.90 feet; thence N 88° 17' 35" E, a distance of 112.55 feet; thence S 75° 27' 35" W, a distance of 203.46 feet; thence S 88° 18' 35" W, a distance of 91.49 feet; thence S 45° 40' 52" W, a distance of 115.50 feet; thence N 65° 35' 46" W, a distance of 55.68 feet; thence N 12° 18' 35" E, a distance of 91.53 feet, to a point on said South line; thence S 78° 13' 25" E, along said South line, a distance of 13.70 feet, to the Point of Beginning, containing 12,147 square feet, more or less.

Project Tract No. 2

Fee Simple Owner: Gardner 188, LLC
c/o F. Chase Simmons, Registered Agent
6201 College Boulevard, Suite 500
Overland Park, KS 66211

Legal Description of Real Property to be acquired in Fee Simple (for Road Right of Way):

Project Sub-Tract No. 2

All that part of Lot 4, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence S 2° 32' 06" E, along the East line of said Lot 4, a distance of 329.84 feet, to the Point of Beginning; thence S 2° 32' 06" E, along said East line, a distance of 20.42 feet, to a point of curvature thence Southwesterly along said Easterly and Southerly line of said Lot 4, being a curve to the right, having a radius of 370.00 feet, a central angle of 70° 02' 01", and an arc distance of 452.26 feet, to a point on a curve; thence Northeasterly along a curve to the left, having an initial tangent bearing of N 64° 27' 25" E, a radius of 400.00 feet, a central angle of 66° 59' 31", and an arc distance of 467.99 feet, to the Point of Beginning, containing 1,917 square feet, more or less; and

Project Sub-Tract No. 2B

All that part of Lot 2, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence S 2° 32' 06" E, along the East line of said Lot 2, a distance of 51.07 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 59° 23' 26" W, a radius of 400.00 feet, a central angle of 19° 19' 21", and an arc distance of 134.90 feet, to a point on the North line of said Lot 2; thence N 88° 35' 39" E, along said North line, a distance of 123.16 feet, to the Point of Beginning, containing 2,636 square feet, more or less; and

Project Sub-Tract No. 2C

All that part of Lot 1, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence S 2° 32' 07" E, along the East line of said Lot 1, a distance of 210.80 feet; thence S 56° 09' 15" W, along said East line, a distance of 26.22 feet, thence S 88° 35' 38" W, along the South line of said Lot 1, a distance of 55.21 feet; thence N 78° 40' 13" E, a distance of 23.27 feet; thence N 38° 35' 19" E, a distance of 7.82 feet, to a point; thence continuing N 38° 35' 19" E, a distance of 58.44 feet; thence N 2° 32' 07" W, a distance of 170.09 feet, to a point on the North line of said Lot 1; thence N 88° 35' 38" E, along said North line, a distance of 11.04 feet, to the Point of Beginning, containing 3,652 square feet, more or less.

Project Sub-Tract No. 2F

All that part of Lot 6, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of said Lot 6; thence N 88° 35' 39" E, along the North line of said Lot 6, a distance of 87.30 feet, to a point on a curve, said point also being a point known hereinafter as Point A; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 77° 16' 23" W, a radius of 388.00 feet, a central angle of 13° 30' 19", and an arc distance of 91.46 feet, to a point on the West line of said Lot 6; thence N 2° 32' 07" W, along said West line, a distance of 28.31 feet, to the Point of Beginning;

And Also;

Commencing at aforesaid mentioned Point A; thence N 88° 35' 39" E, along the North line of said Lot 6, a distance of 115.72 feet to the Point of Beginning; thence continuing N 88° 35' 39" E, along said North line, a distance of 22.45 feet, to the Northernmost Northeast corner of said Lot 6; thence S 41° 48' 43" E, along said North line, a distance of 40.28 feet, to the Easternmost Northeast corner of said Lot 6; thence S 2° 32' 06" E, along the East line of said Lot 6, a distance of 107.24 feet; thence departing said East line N 8° 32' 14" W, a distance of 91.98 feet; thence N 31° 41' 12" W, a distance of 44.06 feet; thence N 64° 41' 03" W, a distance of 19.06 feet, to the Point of Beginning; which together contain 2,233 square feet, more or less.

Legal Description of the Real Property to be acquired for Permanent Utility Easement

Project Sub-Tract No. 2

All that part of Lot 4, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence S 2° 32' 06" E, along the East line of said Lot 4, a distance of 329.84 feet, to a point of curvature, said point also being the Point of Beginning; thence Southwesterly along a curve to the right, having a radius of 400.00 feet, a central angle of 66° 59' 31", and an arc distance of 467.99 feet; thence N 24° 01' 17" W, a distance of 10.00 feet, to a point on curve; thence Northeasterly along a curve to the left, having an initial tangent bearing of N 64° 25' 05" E, a radius of 390.00 feet, a central angle of 66° 57' 11", and an arc distance of 455.73 feet; thence N 87° 28' 29" E, a distance of 10.00 feet, to the Point of Beginning, except that part lying within the existing utility easement as established in the final plat of SHEAN'S CROSSING 2ND PLAT, containing 1,867 square feet, more or less; and

Project Sub-Tract No. 2B

All that part of Lot 2, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 2; thence S 2° 32' 06" E, along the East line of said Lot 2, a distance of 51.07 feet, to the Point of Beginning; thence continuing S 2° 32' 06" E, along said East line, a distance of 12.01 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 58° 25' 33" W, a radius of 390.00 feet, a central angle of 20° 07' 30", and an arc distance of 136.99 feet; thence N 88° 35' 39" E, a distance of 37.44 feet, to a point on a curve; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 73° 18' 52" E, a radius of 400.00 feet, a central angle of 13° 55' 26", and an arc distance of 97.21 feet, to the Point of Beginning, containing 1,161 square feet, more or less; and

Project Sub-Tract No. 2C

All that part of Lot 1, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence S 2° 32' 07" E, along the East line of said Lot 1, a distance of 210.80 feet; thence S 56° 09' 15" W, along said East line, a distance of 26.22 feet, thence S 88° 35' 38" W, along the South line of said Lot 1, a distance of 55.21 feet; thence N 78° 40' 13" E, a distance of 23.27 feet; thence N 38° 35' 19" E, a distance of 7.82 feet, to the Point of Beginning; thence S 88° 35' 38" W, a distance of 28.81 feet; thence N 78° 40' 13" E, a distance of 18.75 feet; thence N 38° 35' 19" E, a distance of 45.23 feet; thence S 2° 32' 07" E, a distance of 15.20 feet; thence S 38° 35' 19" W, a distance of 29.61 feet, to the Point of Beginning, containing 421 square feet, more or less; and

Project Sub-Tract No. 2F

All that part of Lot 6, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 6; thence S 2° 32' 07" E, along the West line of said Lot 6, a distance of 28.31 feet, to a point on a curve, said point also being the Point of Beginning; thence Northeasterly along a curve to the right, having an initial tangent bearing of N 63° 46' 05" E, a radius of 388.00 feet, a central angle of 7° 31' 40", and an arc distance of 50.98 feet; thence N 88° 35' 39" E, a distance of 40.20 feet, to a point on a curve, said point also known herein after as Point B; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 77° 07' 26" W, a radius of 378.00 feet, a central angle of 14° 01' 22", and an arc distance of 92.51 feet, to a point on the West line of said Lot 6; thence N 2° 32' 07" W, along said West line, a distance of 10.95 feet, to the Point of Beginning;

And Also;

Commencing at aforesaid mentioned Point B; thence N 88° 35' 39" E, a distance of 9.80 feet; thence continuing N 88° 35' 39" E, a distance of 102.56 feet, to the Point of Beginning; thence continuing N 88° 35' 39" E, a distance of 20.19 feet; thence S 41° 48' 43" E, a distance of 0.22 feet; thence S 31° 41' 12" E, a distance of 41.43 feet; thence S 2° 32' 06" E, a distance of 92.69 feet; thence N 8° 32' 14" W, a distance of 89.41 feet; thence N 31° 41' 12" W, a distance of 39.05 feet; thence N 64° 41' 03" W, a distance of 13.72 feet, to the Point of Beginning, which together contain 1,604 square feet, more or less.

Project Sub-Tract No. 2G

All that part of Lot 8, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 8; thence N 87° 27' 54" E, along the North line of said Lot 8, a distance of 12.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 10.00 feet; thence S 2° 32' 06" E, a distance of 0.93 feet; thence S 8° 07' 05" W, a distance of 64.91 feet; thence S 2° 32' 06" E, a distance of 233.29 feet to a point on the South line of said Lot 8; thence S 87° 27' 54" W, along said South line, a distance of 10.00 feet, to the Southwest corner of said Lot 8; thence N 2° 32' 06" W, along the West line of said Lot 8, a distance of 234.22 feet; thence N 8° 07' 05" E, a distance of 64.91 feet, to the Point of Beginning, containing 2,991 square feet, more or less.

Legal Description of the Real Property to be acquired for Temporary Construction Easement:

Project Sub-Tract No. 2

All that part of Lot 4, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence S 2° 32' 06" E, along the East line of said Lot 4, a distance of 329.84 feet; thence S 87° 28' 29" W, a distance of 10.00 feet, to a point of curvature, said point also being the Point of Beginning; thence Southwesterly along a curve to the right, having an initial tangent bearing of S 2° 32' 06" E, a radius of 390.00 feet, a central angle of 66° 57' 11", and an arc distance of 455.73 feet, to a point on a curve; thence Southwesterly along a curve to the right, having an initial tangent bearing of S 67° 32' 27" W, a radius of 360.00 feet, a central angle of 20° 45' 16", and an arc distance of 130.40 feet; thence S 88° 17' 41" W, a distance of 119.30 feet, to a point on the Westerly line of said Lot 4; thence N 2° 16' 04" W, along said Westerly line, a distance of 20.00 feet; thence N 88° 17' 41" E, a distance of 119.50 feet, to a point of curvature; thence Northeasterly along a curve to the left, having a radius of 340.00 feet, a central angle of 20° 39' 46", and an arc distance of 122.62 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 64° 20' 01" E, a radius of 370.00 feet, a central angle of 66° 52' 07", and an arc distance of 431.82 feet; thence S 87° 27' 54" W, a distance of 10.00 feet; thence N 2° 32' 06" W, a distance of 330.63 feet to a point on the North line of said Lot 4; thence N 88° 35' 39" E, along said North line, a distance of 30.01; thence S 2° 32' 06" E, a distance of 330.04 feet, to the Point of Beginning, containing 23,704 square feet, more or less; and

Project Sub-Tract No. 2A

The East 25.00 feet of Lot 3, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, containing 6,875 square feet, more or less; and

Project Sub-Tract No. 2B

All that part of Lot 2, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 2; thence S 2° 32' 06" E, along the East line of said Lot 2, a distance of 51.07 feet; thence continuing S 2° 32' 06" E, along said East line, a distance of 12.01 feet, to the Point of Beginning; thence continuing S 2° 32' 06" E, along said East line, a distance of 36.95 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 55° 07' 33" W, a radius of 360.00 feet, a central angle of 10° 38' 19", and an arc distance of 66.84 feet; thence N 24° 14' 07" E, a distance of 15.00 feet, to a point on a curve; thence Northwesterly along a curve to the left, having an initial tangent bearing of N 65° 45' 53" W, a radius of 375.00 feet, a central angle of 16° 29' 17", and an arc distance of 107.91 feet; thence S 88° 35' 39" W, a distance of 77.24 feet; thence N 1° 23' 13" W, a distance of 10.00 feet; thence N 88° 35' 39" E, a distance of 104.35 feet, to a point on a curve; thence Southeasterly along a curve to the right, having an initial tangent bearing of S 78° 33' 03" E, a radius of 390.00 feet, a central angle of 20° 07' 30", and an arc distance of 136.99 feet, to the Point of Beginning;

And Also

Beginning at the Southeast corner of said Lot 2; thence S 88° 35' 39" W, along said South line, a distance of 25.00 feet; thence N 2° 32' 06" W, a distance of 224.91 feet, to a point of curvature;

thence Northeasterly along a curve to the right, having a radius of 485.00 feet, a central angle of 18° 28' 35", and an arc distance of 156.40 feet, to a point on the East line of said Lot 2; thence S 2° 32' 06" E, along said East line, a distance of 379.11 feet, to the Point of Beginning, which together contain 12,321 square feet, more or less.

Project Sub-Tract No. 2C

All that part of Lot 1, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence S 2° 32' 07" E, along the East line of said Lot 1, a distance of 210.80 feet; thence S 56° 09' 15" W, along said East line, a distance of 26.22 feet, thence S 88° 35' 38" W, along the South line of said Lot 1, a distance of 55.21 feet; thence N 78° 40' 13" E, a distance of 23.27 feet; thence N 38° 35' 19" E, a distance of 7.82 feet; thence S 88° 35' 38" W, a distance of 28.81 feet, to the Point of Beginning; thence continuing S 88° 35' 38" W, a distance of 274.51 feet; thence S 1° 24' 22" E, a distance of 10.00 feet; thence S 88° 35' 38" W, a distance of 281.43 feet, to a point on the West line of said Lot 1; thence N 1° 24' 22" W, along said West line, a distance of 15.00 feet; thence N 88° 35' 38" E, a distance of 575.89 feet; thence S 38° 35' 19" W, a distance of 2.31 feet; thence S 78° 40' 13" W, a distance of 18.75 feet, to the Point of Beginning; containing 5,658 square feet, more or less; and

Project Sub-Tract No. 2D

All that part of Lot 2, SHEAN'S CROSSING, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; S 88° 35' 38" W, along the South line, of said Lot 2, a distance of 242.50 feet; thence N 1° 23' 13" W, a distance of 15.00 feet; thence N 88° 35' 38" E, a distance of 242.50 feet, to a point on the East line of said Lot 2; thence S 1° 24' 22" E, along said East line, a distance of 15.00 feet, to the Point of Beginning, containing 3,638 square feet, more or less; and

Project Sub-Tract No. 2F

All that part of Lot 6, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 6; thence S 2° 32' 07" E, along the West line of said Lot 6, a distance of 28.31 feet; thence continuing S 2° 32' 07" E, along said West line, a distance of 10.95 feet, to a point on a curve, said point also being the Point of Beginning; thence Northeasterly along a curve to the right; having an initial tangent bearing of N 63° 06' 04" E, a radius of 378.00 feet, a central angle of 14° 01' 22", and an arc distance of 92.51 feet; thence N 88° 35' 39" E, a distance of 9.80 feet to a point now known as Point C; thence S 63° 21' 45" W, a distance of 94.38 feet; thence S 25° 56' 35" E, a distance of 15.00 feet, to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 64° 03' 25" W, a radius of 348.00 feet, a central angle of 3° 12' 48", and an arc distance of 19.52 feet, to a point on the West line of said Lot 6; thence N 2° 32' 07" W, a distance of 33.23 feet, to the Point of Beginning;

And Also;

Commencing at aforesaid mentioned Point C, thence N 88° 35' 39" E, a distance of 102.56 feet; thence S 64° 41' 03" E, a distance of 13.72 feet; thence S 31° 41' 12" E, a distance of 39.05 feet; thence S 8° 32' 14" E, a distance of 89.41 feet; thence S 2° 32' 06" E, a distance of 196.24 feet to the Point of Beginning; thence continuing S 2° 32' 06" E, a distance of 119.41 feet; thence S 87° 27' 54" W, a distance of 11.00 feet; thence N 2° 32' 06" W, a distance of 119.41 feet; thence N 88° 35' 04" E, a distance of 11.00 feet to the Point of Beginning, which together contain 2,678 square feet, more or less.

Project Sub-Tract No. 2G

All that part of Lot 8, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 8; thence N 87° 27' 54" E, along the North line of said Lot 8, a distance of 12.00 feet; thence continuing N 87° 27' 54" E, along said North line, a distance of 10.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 18.00 feet; thence S 2° 32' 06" E, a distance of 219.79 feet; thence N 87° 27' 54" E, a distance of 165.00 feet; thence S 2° 32' 06" E, a distance of 78.22 feet, to a point on the South line of said Lot 8; thence S 87° 27' 54" W, along said South line, a distance of 195.00 feet; thence N 2° 32' 06" W, a distance of 233.29 feet; thence N 8° 07' 05" E, a distance of 64.91 feet; thence N 2° 32' 06" W, a distance of 0.93 feet, to the Point of Beginning; containing 21,453 square feet, more or less; and

Project Sub-Tract No. 2H

All that part of Lot 7, SHEAN'S CROSSING 2ND PLAT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Lot 7; thence S 87° 27' 54" W, along the North line of said Lot 7, a distance of 10.00 feet; thence S 2° 32' 07" E, a distance of 30.00 feet to the Point of Beginning; thence S 2° 32' 07" E, a distance of 258.01 feet; thence S 87° 27' 54" W, a distance of 11.00 feet; thence N 2° 32' 07" W, a distance of 258.01 feet; thence N 87° 27' 54" E, a distance of 11.00 feet, to the Point of Beginning, containing 2,835 square feet, more or less.

Project Tract No. 3

Fee Simple Owner: RS Associates, LLC
c/o Rakesh Gupta, Registered Agent
13316 W. 138th Street
Overland Park, Kansas

Legal Description of the Real Property to be acquired for Permanent Utility Easement

All that part of Lot 1, SHEAN'S SETTLEMENT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Lot 1; thence N 2° 32' 06" W along the West line of said Lot 1, a distance of 42.07 feet; thence departing said West line N 87° 27' 54" E, a distance of 20.00 feet to a point on the East line of a 20 foot water line

easement established by said plat, said point also being the Point of Beginning; thence N 2° 32' 06" W along said East line, a distance of 2.96 feet; thence departing said East line N 0° 14' 08" W, a distance of 41.59 feet to a point on the Southeasterly line of a 20 foot water line easement established by Book 5436 at Page 402 as recorded in the Register of Deeds Office, Johnson County, Kansas; thence N 43° 16' 53" E along said Southeasterly line, a distance of 29.05 feet; thence departing said Southeasterly line S 0° 14' 08" E a distance of 43.47 feet, to a point on the Northwesterly line of a 15 foot utility easement established by said plat; thence S 41° 41' 09" W along said Northwesterly line a distance of 29.76 feet, to the Point of Beginning, containing 881 square feet, more or less.

Legal Description of the Real Property to be acquired for Temporary Construction Easement:

All that part of Lot 1, SHEAN'S SETTLEMENT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence N 87° 27' 54" E, along the North line of said Lot 1, a distance of 10.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 195.00 feet; thence S 2° 32' 06" E, a distance of 66.84 feet; thence S 87° 27' 54" W, a distance of 105.53 feet; thence N 2° 32' 06" W, a distance of 20.06 feet; thence S 87° 27' 54" W, a distance of 47.79 feet; thence S 2° 32' 06" E, a distance of 225.02 feet; thence S 82° 47' 22" E, a distance of 232.09 feet to a point on the South line of Lot 1, said point is also being a point on a curve; thence Southwesterly along said South line of said Lot 1 being a curve to the left, having an initial tangent bearing of S 58° 00' 08" W, a radius of 850.00 feet, a central angle of 2° 48' 40" and an arc length of 41.70 feet to a point of non-tangency; thence S 34° 48' 32" E along said South line, a distance of 10.00 feet to a point on a curve; thence Southwesterly along said South line of said Lot 1 being a curve to the left, having an initial tangent bearing of S 55° 11' 28" W, a radius of 840.00 feet, a central angle of 13° 03' 20", and an arc length of 198.00 feet; thence S 41° 41' 09" W, along the said South line, a distance of 124.03 feet; thence N 2° 32' 06" W, a distance of 554.23 feet, to the Point of Beginning, containing 57,534 square feet, more or less.

Project Tract No. 5

Fee Simple Owner: Kashmir, LLC
c/o Mazhar I Dad
2414 SW 11th Terrace
Lee's Summit, Missouri 64081

Legal Description of the Real Property to be acquired in Fee Simple for Road Right of Way
The West 11.50 feet of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision of land located in Gardner, Johnson County, Kansas, containing 1,894 square feet, more or less.

Legal Description of the Real Property to be acquired for Temporary Construction Easement

The East 13.50 feet of the West 25.00 feet of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision of land located in Gardner, Johnson County, Kansas, containing 2,215 square feet, more or less.

COUNCIL ACTION FORM**CONSENT AGENDA ITEM NO. 7****MEETING DATE: APRIL 6, 2020****STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR****Agenda Item:** Consider a recommendation to approve the sale of capacity to Dogwood Energy Facility**Strategic Priority:** Fiscal Stewardship**Department:** Utilities - Electric**Board/Committee Recommendation:**

On March 5, 2020, the Utility Advisory Commission approved a recommendation to the City Council to sell 9.7 MW of firm capacity to Dogwood Energy from October 2020 through November 2020 and from March 2021 through May 2021.

Staff Recommendation:

Staff recommends approving the sale of 9.7 MW of firm capacity to Dogwood Energy.

Background/Description of Item:

In 2018, the City of Gardner bought 20 MW of ownership in Dogwood Energy Facility through KMEA. Dogwood Energy is selling an additional 50 MW share of ownership to the Missouri Joint Municipal Electric Utility Commission. Due to this transaction, Dogwood Energy (through their Energy Manager, Westar) will be short 30 MW from October 2020 through November 2020 and from March 2021 through May 2021.

Dogwood Energy requested from KMEA that if any of the member cities that have interest in Dogwood, they could sell 24 MW of capacity back to Dogwood for the said period. The following cities have agreed to sell capacity to Dogwood:

City	Capacity
Garden City	14.5 MW
Gardner	9.7 MW
Lindsborg	1.0 MW
Russell	2.4 MW
Ottawa	2.4 MW
TOTAL	30.0 MW

Gardner will receive a capacity payment as set forth in the table below:

Period	Capacity Price (\$/kw/month)	Contract Quantity (MW)	Capacity Payment (\$)
Oct 2020 – Nov 2020	0.50	9.7	9,700
Mar 2021 – May 2021	0.50	9.7	14,500
		TOTAL	24,250

The city will receive a total of \$24,250 from Dogwood for October 2020-November 2020 and March 2021-May 2021.

Financial Impact:

None

Attachments:

- March 5, 2020, UAC Staff Report
- March 5, 2020, UAC Draft Meeting Minutes Excerpt
- Capacity Transaction for 9.7 MW sale to Dogwood from Gardner

Suggested Motion:

Approve a capacity transaction for the sale of 9.7 MW to Dogwood Energy Facility for the periods of October 2020-November 2020 and March 2021-May 2021

UTILITY ADVISORY COMMISSION STAFF REPORT

NEW BUSINESS ITEM #1

MEETING DATE: MARCH 5, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to City Council to approve the sale of capacity to Dogwood Energy Facility

Background:

Dogwood Energy has expressed interest in purchasing 10 MW worth of capacity from the City of Gardner for the Fall of 2020 and Spring of 2021. The City has excess capacity during that timeframe and is not in jeopardy of falling below the 112% capacity reserve margin during that timeframe. The City made similar arrangements with Dogwood Energy starting in 2019 and expiring in May 2020.

Gardner will receive a monthly capacity payment as set forth in the table below:

Period	Capacity Price (\$/kw/month)	Contract Quantity (MW)	Capacity Payment (\$/month)
Oct 2020 – Nov 2020	0.50	10	5,000
Mar 2021 – May 2021	0.50	10	5,000

KMEA will provide a credit on the City's power supply statements reflecting the effects of the Contract Price on the City's monthly charges as set forth above. The total value of this agreement would be \$25,000 (over the 5 months detailed above).

Staff Recommendation:

Approve a recommendation to the City Council to approve a capacity transaction for the sale of 10 MW worth of capacity to the Dogwood Energy Facility.

down the different expenses, the All-Electric were not paying enough for the usage, so the recommendation was to do away with that structure because they were not contributing enough to the actual expense. On Monday at the work session, they will review how during the summer months customers will have a break in such an increase.

Commissioner Coleman asked if there was there a push by the City to go all-electric. Director Garcia said that it was presented but there were no comments or objections. So, they will revisit it at the special meeting (work session) on March 9.

Vicky Pace spoke about how she was fine with paying extra for electric in November and December because that's her big holiday to put out her holiday lights but she said it's now March and her bill is going up a lot- in the amount of \$609. She said the Utility Billing staff kept referring her back to when she had excess usage in November/December, not January/February, because she's puts everything up on January 2nd. Director Garcia stated that the rate she had before was 4.3 cents (per kW) between November and April and that rate went away so now it's close to 10 cents (per kW) and it had a 6 cent increase. Mrs. Pace said she can't afford to pay double. Director Garcia said they understand and that they're trying to find a solution to this problem. Vice-Chairman Harrison said that they're not the only ones with these concerns and that Council will look at this again on Monday. After Mr. Pace asked if his rate has more than doubled, Vice Chairman Harrison reiterated that the All-Electric rate has increased by 6 cents per kW.

Jeanie Blue, a resident, came up to speak about how her electric bill went from \$175 in January 2020 to \$251 in February 2020. She stated she is all-electric. She felt that there wasn't any kind of notification to expect that kind of increase. She felt that there wasn't anything in the billing so that they could expect it. She said she has neighbors whose bills have gone up \$200 per month due to this increase. She said that many people who look to move to our community look to see what the cost is to heat and cool a home, and she said that it would incentivize or not incentivize someone looking to move into the community so she thinks it's important to look at the issue. She said it sounds like it will be discussed Monday but she thinks it is something that the community and the leaders should look at it to make it a little better for those who are all-electric because they don't have the opportunity to convert to gas or natural gas because the infrastructure is not there. And, especially in the new neighborhoods her understanding is that it isn't gas utilities, it is all-electric or nothing.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the February 6, 2020, meeting of the Utility Advisory Commission.**

Motion by Commissioner Augustine, seconded by Vice-Chairman Harrison, to approve the Consent Agenda.

Motion carried 4-0 Aye

OLD BUSINESS

NEW BUSINESS

- 1. Consider a recommendation to City Council to approve the sale of capacity to Dogwood Energy Facility.**

Director Gonz Garcia presented the staff report.

Director Garcia discussed how in 2018 the City bought participation in Dogwood Energy so we have ownership of 20 MW of energy from Dogwood Energy, a combined cycle power plant. We have been getting energy from them since April 2018. They asked KMEA if we could sell our capacity back to Dogwood, which would be 9.7 MW. We would receive about \$5,000 a month for this sale, which will total approximately \$25,000 over five months. It would be for the months of October 2020-Nov 2020 and for March 2021-May 2021. In 2019, we also sold them capacity and we received some additional revenues. Director Garcia recommended this sale currently for the 9.7 MW.

Chairman Gary Williams asked how much excess capacity the City has. Director Garcia stated Gardner has 54 MW of capacity total. Our peak demand is about 40 MW in the summer. In the off peak season our peak demand will be closer to 30 MW, so then we have 24 MW we don't use. Commissioner Coleman asked if any of this revenue we receive for the sale of energy could go back to the consumers or residents and Chairman Williams stated that it helps our consumers benefit in the long run and that sending the money back out to the consumer wouldn't solve the problem of the rate increase. Director Garcia stated that we have around 9,000 electric customers.

Motion by Vice-Chairman Harrison, seconded by Commissioner Coleman to forward a recommendation to the City Council to approve a capacity transaction for the sale of 9.7 MW worth of capacity to the Dogwood Energy Facility.

Motion carried 4-0 Aye

DISCUSSION ITEMS

1. Electric Division Project Updates

Director Garcia presented the Electric updates. He discussed how in 2019, the UAC and City Council approved the purchase of six automated distribution switches. The switches are to help connect the different circuits and if one circuit goes down, we can close the switch remotely and restore power to the section of town affected. It was identified that six switches needed to be purchased to create a redundancy to restore power much sooner. Staff is in the process of installing the six switches now. The switches will be connected to the smart grid communication network and we will be able to connect the switches to the SCADA system. This will make it so the lineman don't have to manually operate the switches, which will provide additional protection to our linemen.

2. Wastewater Division Project Updates

Director Garcia presented the Wastewater updates. He stated that in early 2020, the Private Inflow & Infiltration Program was approved, so Trekk has begun adhering door hangers regarding free home inspections to find and correct Inflow & Infiltration issues. As of the March 5th meeting, 27 evaluations had been done so far and two people refused to have them enter the home. There were 52 appointments that have been completed, with only one defect so far. There are about 125 homes that are in the area that Trekk is focusing on currently.

3. Water Division Project Updates

Director Garcia presented the Water updates. He discussed that the construction on the Hillsdale Water Treatment Plant is progressing and additional facilities are under construction which include: The Chlorine Building, the Pre-Treatment Building, the Filter Building, as well as continued work with the effluent lagoons and the Transfer Station Building. CAS Constructors is doing the construction work.

CAPACITY TRANSACTION
CONFIRMATION LETTER

This confirmation letter (“Confirmation”) shall confirm the Transaction agreed to on _____, 2020 (the “Execution Date”) between the City of Gardner, Kansas (“City”) and the Kansas Municipal Energy Agency (“KMEA”) regarding the sale and purchase of the Product under the terms and conditions as follows:

Buyer: KMEA

Seller: City of Gardner, Kansas

Product

Description: Unit Firm Capacity. Contract Quantity is intended to be exclusively available to Buyer, equal in priority with other Firm Capacity sales from the Facility.

Unit: Dogwood Energy Facility, Pleasant Hill, Missouri (“Facility”)

Contract

Quantity: 9.7 MW

Governing

Agreement: This Confirmation will be governed in accordance with the terms of the EEI Master Power Purchase and Sale Agreement (“Governing Agreement”), effective May 22, 2014 between KMEA and Westar Energy, Inc. (“Westar”), and such terms are incorporated herein and are expressly applicable to KMEA and the City. Any inconsistency between this Confirmation and the Governing Agreement shall be resolved in favor of this Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the Governing Agreement.

Delivery

Period: October 1, 2020 through November 30, 2020 and March 1, 2021 through May 31, 2021

Delivery

Hours: All hours during the Delivery Period

Delivery

Point: The Pnode for the Facility busbar identified as “MPSPHILLUNDOGWOOD”, as established by Southwest Power Pool, Inc. or its successor (“SPP”).

Contract Price:

For each month during the Delivery Period, Buyer shall pay Seller the Monthly Capacity Payment Amount.

The Monthly Capacity Payment Amount shall be calculated as the applicable Capacity Price multiplied by the Contract Quantity, as set forth in the table below:

Period	Capacity Price (\$/kw/mo)	Contract Quantity (MW)	Capacity Payment (\$/mo)	Capacity Payment (\$/period)
Oct 2020–Nov 2020	0.50	9.7	4,850	9,700
Mar 2021–May 2021	0.50	9.7	4,850	14,550
Total				24,250

Statements:

KMEA shall provide a credit on the City’s power supply statements reflecting the effects of the Contract Price on City’s monthly charges as set forth above.

City Representations and Warranties:

The City represents and warrants that it has sufficient contractual rights to the Contract Quantity and associated Energy and Ancillary Services of the Facility to satisfy its obligations herein. The City has duly authorized the execution of this Confirmation.

(Signature page follows)

**KANSAS MUNICIPAL ENERGY
AGENCY**

Name: Paul Mahlberg

Title: General Manager

CITY OF GARDNER, KANSAS

Name: _____

Title: Mayor

(SEAL)

ATTEST:

Name: _____

Title: City Clerk

COUNCIL ACTION FORM**CONSENT AGENDA ITEM NO. 8****MEETING DATE:** APRIL 6, 2020**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR**Agenda Item:** Consider authorizing the purchase of a new track-loader for the Water Resource Recovery Facility**Strategic Priority:** Increase Infrastructure and Asset Management**Department:** Utilities – Wastewater**Staff Recommendation:**

Staff recommends authorizing the City Administrator to purchase a new track-loader from Foley Equipment Co for the Water Resource Recovery Facility \$48,935.00

Background/Description of Item:

The Utilities Department budgeted \$50,000.00 to replace its bobcat loader in 2019. The existing bobcat loader is a 2001 S175 model that has severe motor issues. Along with these issues, it also has insufficient load capacity to unload pallets and other equipment at the plant. Staff utilizes the bobcat loader at the plant and lift stations for snow removal, property maintenance, loading and unloading equipment, materials, chemicals, and used motor oil for heating the maintenance shop.

The proposed unit is a Cat 239D Track-Loader. This unit will increase staff production and efficiency by handling current load capacities the department has, therefore not taxing staff with the risk of potential injury by loading and unloading products by hand.

Staff requested quotes, and received three. They are summarized below:

Company	Amount
K.C.Bobcat	\$45,113.00
Foley Equipment/Cat	\$42,835.00
Kubota	\$52,114.96

In addition, staff requested pricing on a brush mower attachment for the track-loader. Staff received a quote for a Vernig brush mower attachment for \$6,100.

Financial Impact:

This purchase was included in the 2019-2020 Wastewater Fund budget.

Attachments included:

- K.C. Bobcat quote
- Kubota quote
- Foley Equipment

Suggested Motion:

Authorize the City Administrator to purchase a new Cat track-loader and Vernig brush mower attachment from Foley Equipment Co. for \$48,935.00



BLUE SPRINGS, MO 64015 , 2209 W. 40 Highway, 816.229.4006 - 800.697.4228, FAX 816.229.7631

OLATHE, KS 66061, 1220 S. Hamilton Circle, 913.829.4600 - 800.598.4228, FAX 913.829.1552

K.C. Bobcat

TRACY, MO 64079, 100 Tracy Dr, 816.431.3001 - 800.984.3001, FAX 816.431.3002

WWW.KCBOBCAT.COM

SPRINGFIELD, MO 65803, 2520 N Eastgate, Ave, 417.865.3535 - 877.808.1062, FAX 417.865.6186

DATE	06/10/2019	TOTAL PAGES	2	<small>INCLUDING COVER</small>
TO	JAMES COLE GARDNER CITY OF			
EMAIL	SMILLHOLLAND@GARDNERKANSAS.GOV			
FROM	Calvin Loveall KCB - Olathe 1220 S HAMILTON CIR OLATHE KS 66061-5371	PHONE NUMBER	913-829-4600	
		FAX NUMBER	913-829-1552	
SUBJECT	QUOTE 19006991			

K.C. Bobcat,Olathe,KS
 1220 S HAMILTON CIRCLE
 OLATHE KS 66061-5371
 Phone: (913) 829-4600
 Fax: (913) 829-1552

Quotation Number: 29597D030286

Date: 2019-10-24 09:26:34

Ship to	Bobcat Specialist
City of Gardner 120 East Main St Gardner, KS 66030 Phone: (913) 856-0922	Eddie Keating Phone: 9138294600 Fax: 9138291552 Cellular: 9139278862 E Mail: ekeating@kcbobcat.com

Description	Part No	Qty	Price Ea.	Total
T595 T4 Bobcat Compact Track Loader 74.0 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support	M0249	1	\$38,678.00	\$38,678.00
	Lift Path: Vertical Lights, Front & Rear Operator Cab <ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first			
P29 Performance Package Power Bob-Tach 7-Pin Attachment Control Kit 2-Speed	M0249-P06-P29	1	\$3,491.00	\$3,491.00
	Hydraulic Bucket Positioning Automatic Ride Control Reversing Fan			
C37 Comfort Package Enclosed Cab with AC/Heat Sound Reduction Cab Accessories Package	M0249-P07-C37	1	\$4,311.00	\$4,311.00
	Deluxe Instrument Panel with Keyless Start Radio Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0249-R01-C04	1	\$533.00	\$533.00
16" C-Pattern Rubber Track	M0249-R09-C02	1	\$1,049.00	\$1,049.00
Telematics US	M0249-R51-C02	1	\$0.00	\$0.00
74" Heavy Duty Bucket	7272680	1	\$835.00	\$835.00
--- Bolt-On Cutting Edge, 74"	6718007	1	\$216.00	\$216.00
Total of Items Quoted				\$49,113.00
Trade-in S175				(\$4,000.00)
Quote Total - US dollars				\$45,113.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order:



GM - 062117, CE - 042815, AG - 021815
 NJPA Arkansas 4600041718
 NJPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi (CE Only) 820036654

SVL75-2HWC WEB QUOTE #1394758

Date: 6/26/2019 8:25:44 AM

- Customer Information -

Juan Delgado, City of Gardner, Kansas

jdelgado@gardnerkansas.gov

913-856-0967

Quote Provided By
 Coleman Equipment, Inc.
 Ed Goldsmith
 24000 W. 43rd.
 Bonner Springs, KS 66012
 email: ed@colemanequip.com
 phone: 9134495019

- Standard Features -

- Custom Options -



Kubota

S Series

SVL75-2HWC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
 Standard Front Quick Coupler,
 Float Standard
 Hydraulic Quick Coupler
 Option, High Flow Hydraulics
 Loader Boom Lock
 Open ROPS & Air Conditioned
 ROPS/FOPS Cab Models
 High Back, Adjustable, Vinyl,
 Suspension Seat
 2" Retractable Seat Belt and 2-
 Piece Seat Bar
 12V Electric Outlet
 17.4 gpm Auxiliary Hydraulics
 standard, 29.3 gpm Option
 Direct To Tank Return Line
 Rigid Mounted Undercarriage, 4
 Lower Track Rollers
 Rubber Tracks, 12.6" Standard,
 15" Optional
 Two Speed Travel System
 Automatic Wet Disk Parking
 Brake
 Kubota 4 Hydraulic Pump Load
 Sensing System
 2 Gear, 2 Variable
 Displacement Pumps
 Hydraulic Joystick Controls
 ISO Operating Pattern
 Hand And Foot Throttle
 Controls
 Electronic Travel Torque
 Management
 Automatic Glow Plugs
 Key Switch Stop/Start System
 Self Bleed Fuel System
 2 Front and 2 Rear Working
 Lights
 Hour Meter, Engine
 Temperature and Fuel
 Gauges and Warning Lights
 Horn and Backup Alarm
 Lockable Fuel Cap
 Bolt On Grab Handles to enter
 machine

BASIC UNITS

SVL75-2, 15.0" Rubber Tracks,
 A/C ROPS/FOPS Cab
 Hydraulic Quick Coupler

ENGINE

V3307 Kubota CR-TE4, Tier 4
 Diesel Engine
 4 Cylinder, 4 Cycle, Turbo Charged
 74.3 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 82.0"
 Width (without attachment) 65.9"
 Width with wide track option
 (without attachment) 68.3"
 Length (without attachment) 109.0"
 Length of Track on Ground 56.5"

OPERATIONAL

DIMENSIONS

Operating Weight*, SVL75H, 12.6"
 Rubber Tracks, Open
 ROPS/FOPS Cab, Mechanical
 Quick Coupler 9,039 lbs.
 Rated Operating Capacity (@ 35%
 of Tipping Load) 2,300 lbs.
 Rated Operating Capacity (ROC)
 @ 35% of Tipping Load complies
 with ISO 14397-1 and SAE J 818
 for crawler loaders
 Rated Operating Capacity (ROC)
 @ 50% of Tipping Load 3,285 lbs.
 Tipping Load 6,570 lbs.
 Auxiliary Hydraulics Flow 17.4
 gpm
 Travel Speed (Low / High) 4.7 / 7.1
 mph
 Reach @ Maximum Height 41.7"
 Height to Hinge Pin 119.1"
 Ground Pressure 5.6 psi.
 Traction Force 9,678 lbf.

* Includes operator's weight, 175
 lbs.

SVL75-2HWC Base Price: \$65,660.00

(1) 74" HEAVY DUTY LOW PROFILE STANDARD
 FLOOR BUCKET (15.4 CU-FT) W/TEETH \$1,588.00
 AP-HD74LT-74" HEAVY DUTY LOW PROFILE STANDARD
 FLOOR BUCKET (15.4 CU-FT) W/TEETH

(1) HOSE STAY \$98.00
 S6689-HOSE STAY

Configured Price: \$67,346.00

Sourcewell Discount: (\$16,163.04)

SUBTOTAL: \$51,182.96

Dealer Assembly: \$17.00

Freight Cost: \$665.00

PDI: \$250.00

Total Unit Price: \$52,114.96

Quantity Ordered: 1

Final Sales Price: \$52,114.96

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting
 dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



SALES AGREEMENT

DATE Dec 18, 2019

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

PURCHASER	CITY OF GARDNER PUBLIC WORKSDEPARTMENT		
STREET ADDRESS	120 E MAIN		
CITY/STATE	GARDNER, KS	COUNTY	JOHNSON
POSTAL CODE	66030	PHONE NO.	913-856-7325
CUSTOMER CONTACT:	EQUIPMENT	SCOTT MILLHOLLAND	
	PRODUCT SUPPORT	SCOTT MILLHOLLAND	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		

F.O.B. AT: Kansas City, MO

CUSTOMER NUMBER	013342	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: 239D3STD2C	YEAR: 2019			
STOCK NUMBER: SGN0954	SERIAL NUMBER: 0HC900691				
239D3 COMPACT TRACK LOADER	512-4239	QUICK COUPLER, HYDRAULIC	512-3748	MWSSLRB72S - SGO00168	RBV72-25-F
2019 MODEL		SEAT, AIR SUSPENSION, CLOTH, HEAT	536-9738	Counterweight Kit D-Series	388-7875
CAB PACKAGE, PRO PLUS	577-2265	DOOR, CAB, GLASS	545-6277	Ride Control All D-Series	490-5119
HYDRAULICS, PERFORMANCE, H2	512-3935	RADIO, AM/FM, BLUETOOTH	345-6180		
STANDARD FLOW - 18 GPM 67 LPM		FILM, TWO SPEED	568-4700		
DUAL SELF LEVEL		TRACK, RUBBER, 400MML5.7 INBAR	420-9886		
RETURN TO DIG/WRKTL POSITIONER		REAR LIGHTS	356-6082		
CONTROL, ISO, PROP, WT	512-3998	SEAT BELT, 2"	542-6994		
RIDE CONTROL, NONE	421-0016	PRODUCT LINK, CELLULAR PL240	441-4818		
BATTERY, HD, DISCONNECT, 850 CCA	421-0047	CERTIFICATION ARR, P65	563-1163		
LIGHTS, HALOGEN	495-1672	INSTRUCTIONS, ANSI, USA	512-4445		
RUBBER BELT, DUAL/SINGLE IDLER	420-9760	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
ROPS, ENCLOSED WITH A/C C3	512-4189	HEATER, ENGINE BLOCK, 120V	172-4445		
DISPLAY, ADVANCED, LCD, CAMERA	422-5565	PACK, DOMESTIC TRUCK	0P-0210		
FAN, COOLING, DEMAND	441-5939	BKSSLGP68S - RGN01165	2795369		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: <u>S175 - BOBCAT (RT)</u>	YEAR: <u>2001</u>	SN: <u>517625160</u>			\$66,107.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: <u>Dealer</u>			LESS GROSS TRADE ALLOWANCE (\$4,500.00)
MODEL: _____	YEAR: _____	SN: _____			SOURCEWELL DISCOUNT 21% OF LIST (\$13,883.00)
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			CUSTOMER LOYALTY DISCOUNT (\$5,700.00)
MODEL: _____	YEAR: _____	SN: _____			NET BALANCE DUE \$42,024.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			PDI/FREIGHT \$811.00
MODEL: _____	YEAR: _____	SN: _____			VERNIC MOWER ATTACHMENT \$6,100.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			PLUS ANY APPLICABLE TAXES \$48,935.00

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

ACH Information:
 Bank = Wells Fargo NA
 ABA number 121000248
 Account number 4121956387
 Email remittance advice to ACHPMTS@foleyeq.com

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____</p>	

CSA: _____

NOTES: Pricing based on Sourcewell/Caterpillar national pricing agreement # 032119-CAT.

By checking this box, the assignment denoted in Item No. 9 on the back of the contract applies. By checking this box, the assignment denoted in Item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY	Foley Equipment Company	APPROVED AND ACCEPTED ON	PURCHASER
	John Pamperin		
	REPRESENTATIVE	CITY OF GARDNER PUBLIC WORKSDEPARTMENT	PURCHASER
	SALES MANAGER	BY _____	SIGNATURE _____

TERMS AND CONDITIONS

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.
3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.
4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment
5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.
6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.
7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.
8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.
9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.
10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials _____

COUNCIL ACTION FORM
MEETING DATE: APRIL 6, 2020

CONSENT AGENDA ITEM NO. 9

STAFF CONTACT: MICHAEL KRAMER, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the Vacation and Release of a Sanitary Sewer Easement in Willow Brooke Estates VI

Strategic Priority: Economic Development
Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the Mayor to execute the Vacation and Release of a portion of the sanitary sewer easement located in Willow Brooke Estates VI.

Background/Description of Item:

The City Planning Commission recommended that City Council accept the dedication of right-of-way and easements on October 24, 2017, and the dedication of said easements was accepted by the Governing Body of the City on November 20, 2017. The final plat was filed with the Johnson County Register of Deeds on July 19, 2018. The City does not have any City infrastructure located within the portion of the sanitary sewer easement that the Owner has requested that the City vacate and release, nor does the City anticipate having a future use for said easements. This housekeeping issue allows the property owner to construct Building 8 as shown on the attached exhibit, in conformance with the previously approved Final Development Plan for Bethel Estates of Gardner – Phase 4.

Attachments included:

- Vacation and Release of Easement
- Willow Brooke Estates VI Plat
- Exhibit and Final Development Plan

Suggested Motion:

Authorize the Mayor to execute the Vacation and Release of a portion of the sanitary sewer easement located in Willow Brooke Estates VI.

VACATION AND RELEASE OF EASEMENT

THIS VACATION AND RELEASE OF EASEMENT ("Vacate") is made this 6th day of April, 2020, by the City of Gardner, Kansas, a municipal corporation (the "City").

WHEREAS, Sanitary Sewer Easements were dedicated and accepted by the City on the plat for Willow Brooke Estates VI, a subdivision of land within Johnson County, Kansas, which subdivision and the attendant dedication of said utility easements was approved by the City Planning Commission on October 24, 2017 and the dedication of said easements were accepted by the Governing Body of the City on November 20, 2017, with the final plat being filed with the Johnson County Register of Deeds on July 19, 2018 at Book 201807 and Page 006134;

WHEREAS, the City does not have any City infrastructure located within the portion of the sanitary sewer easement that Owner has requested that the City vacate and release, nor does the City anticipate having a future use for said easements;

NOW, THEREFORE, the sanitary sewer easements as more specifically legally described below, and all rights granted thereunder, are hereby vacated and released in all respects by the City of Gardner, Kansas, and that said sanitary sewer easements are hereby null, void and no longer of any further force or effect, and that the easement rights previously secured by the City shall revert back to the property owner(s).

Legal Description: See Exhibit A

IN WITNESS WHEREOF, we have hereunto set our hands as of the 6th day of April, 2020.

CITY OF GARDNER, KANSAS

Steve Shute, Mayor

ATTEST:

Sharon Rose, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of November, 2019, before me, a notary public in and for said County and State, came Steve Shute and Sharon Rose, Mayor and City Clerk, respectively, of the City of Gardner, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

BUILDING 5

FFE 1051.9

BUILDING 6

FFE 1053.9

LINE 3

LINE 1

BUILDING 8

FFE 1054.5

SEE PRIVATE PLANS FOR SERVICE CONNECTION

ACCESS/UTILITY ESMT

PROPOSED SANITARY SEWER

STA. 3+51.97, LINE 1
CONSTRUCT 4' DIA. STD. MH 1-4

16' SANITARY ESMT

7.5' OF EX. S/E TO BE VACATED

SEE PRIVATE PLANS FOR SERVICE CONNECTION

PROPOSED SIDEWALK

PROPOSED SIDEWALK

S78°27'48"E

3+00

3+52

STA. 3+44.47
8"X6" WYE
E 1045.0
9 LF OF 6" PVC

STA. 2+40.24
8"X6" TEE
E 1046.7
24 LF 6" PVC

PROPOSED WATERLINE

ATE OR ON

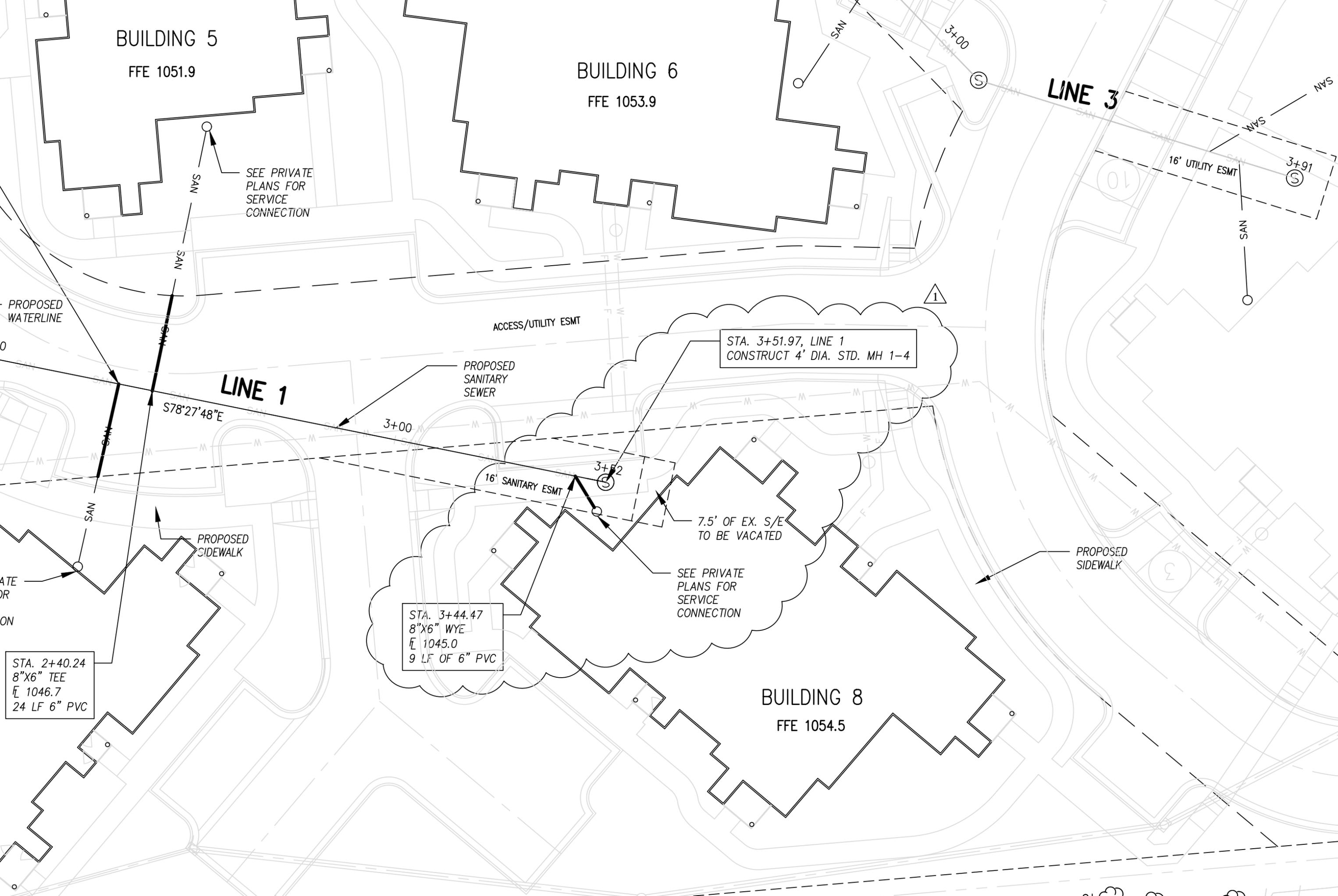
16' UTILITY ESMT

3+91

1

2

10



Final Development Plan

BETHEL ESTATES OF GARDNER - PHASE 4

Approved plans by Staff -
Plans address PC Stipulation
11.20.2017

City of Gardner
Johnson County, Kansas

Section 23, Township 14 South, Range 22 East

Sheet Index

Title Sheet	1
General Layout	2
Grading Plan	3
Utilities Plan	4
Landscape Plan	5
Open Space Plan	6

Boundary Description

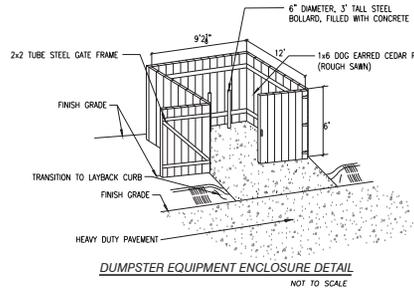
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 22 EAST, OF THE 6TH P.M., IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 23 MINUTES 33 SECONDS WEST A DISTANCE OF 690.97 FEET TO THE NORTHWEST CORNER OF JAMESTOWN SUBDIVISION TO THE CITY OF GARDNER AND THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 19 MINUTES 10 SECONDS EAST ON THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 659.92 FEET TO THE NORTHEAST CORNER OF WILLOW BROOKE ESTATES IV TO THE CITY OF GARDNER; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET AN ARC LENGTH OF 209.75 FEET AND A CHORD WHICH BEARS NORTH 74 DEGREES 00 MINUTES 59 SECONDS WEST A DISTANCE OF 209.75 FEET; THENCE NORTH 59 DEGREES 53 MINUTES 59 SECONDS WEST A DISTANCE OF 682.36 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET AN ARC LENGTH OF 204.41 FEET AND A CHORD WHICH BEARS NORTH 75 DEGREES 43 MINUTES 33 SECONDS WEST A DISTANCE OF 201.82 FEET TO THE EAST LINE OF MADISON FARMS SUBDIVISION TO THE CITY OF GARDNER; THENCE NORTH 02 DEGREES 13 MINUTES 13 SECONDS WEST ON SAID EAST LINE A DISTANCE OF 181.57 FEET TO THE SOUTH LINE OF PRAIRIE CROSSING SUBDIVISION TO THE CITY OF GARDNER; THENCE NORTH 88 DEGREES 19 MINUTES 44 SECONDS EAST ON SAID SOUTH LINE A DISTANCE OF 974.06 FEET TO THE POINT OF BEGINNING.

Utilities

Power:	City of Gardner (Bruce Baldwin) (913)856-7256	Telephone:	Century Link (Andy Tuttle) (913)856-2232
Gas:	Kansas Gas Service (Joe Savage) (785)242-6263		
Water:	City of Gardner (Gonzalo Garcia) (913)856-0990		
Sewer:	City of Gardner (Gonzalo Garcia) (913)856-0990		
Cable TV:	Time Warner/Spectrum (Steve Baxter) (913)643-1928		

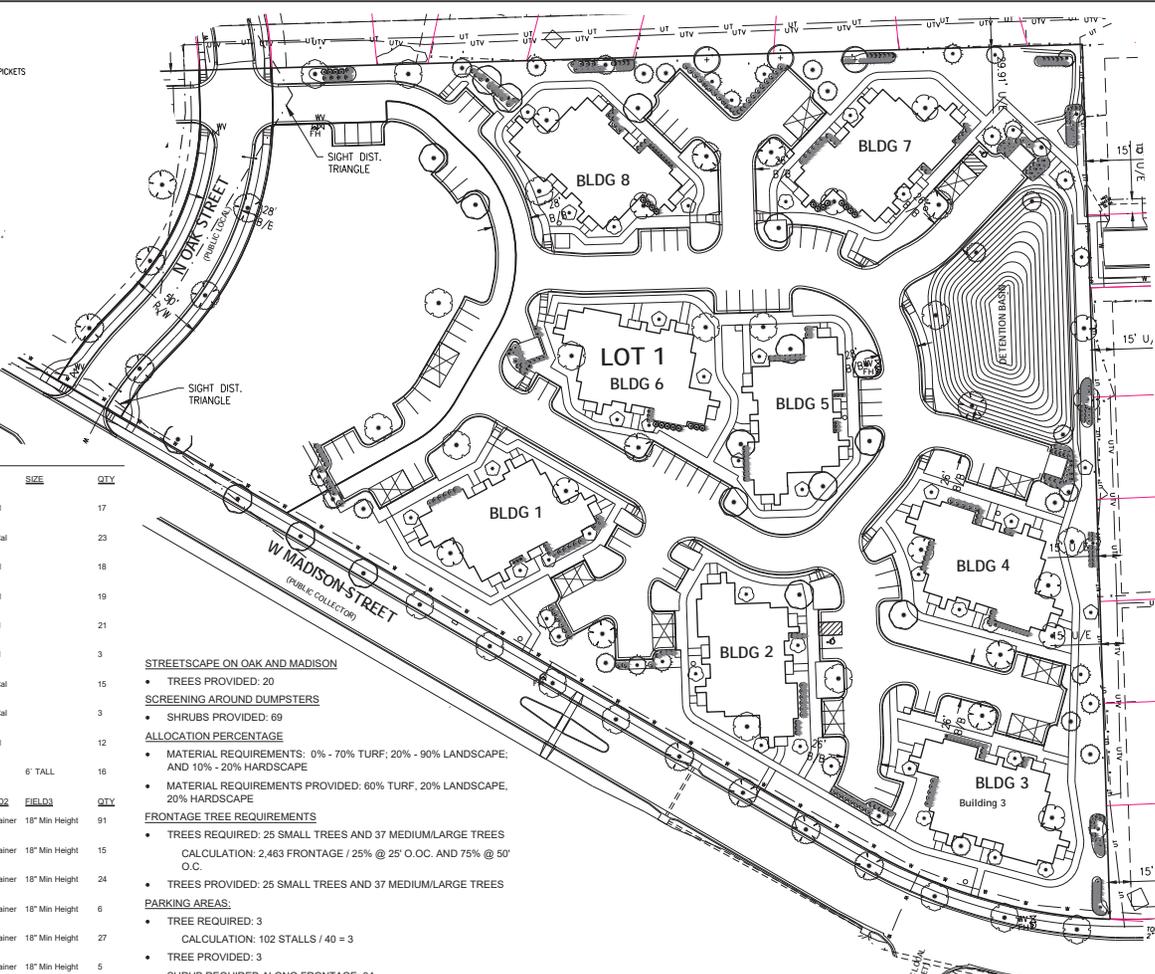




PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT.	CAL.	SIZE	QTY
	Acer platanoides 'Warrenred' TM / Pacific Sunset Maple	B & B	2"Cal		17
	Cercis canadensis / Eastern Redbud	B & B	1.5"Cal		23
	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Tree	B & B	2"Cal		18
	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	B & B	2"Cal		19
	Juniperus virginiana 'Canaertii' / Canaert's Juniper	B & B	2"Cal		21
	Magnolia x 'Daybreak' / Daybreak Magnolia	B & B	2"Cal		3
	Malus x 'Prairifire' / Prairifire Crab Apple	B & B	1.5"Cal		15
	Pyrus calleryana 'Chanticleer' / Chanticleer Pear	B & B	1.5"Cal		3
	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	B & B	2"Cal		12
	Taxodium distichum 'Shawnee Brave' TM / Bald Cypress	B & B	6" TALL		16
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	FIELD3	QTY
	Buxus microphylla koreana 'Wintergreen' / Korean Boxwood	2 gal	Container	18" Min Height	91
	Calamagrostis x scoulliflora 'Karl Foerster' / Feather Reed Grass	2 gal	Container	18" Min Height	15
	Cornus sericea 'Artis Fire' / Artis Fire Dogwood	2 gal	Container	18" Min Height	24
	Hemecallis x 'Ruby Stella' / Ruby Stella Daylily	2 gal	Container	18" Min Height	6
	Ilex glabra 'Shamrock' / Inkberry	2 gal	Container	18" Min Height	27
	Juniperus horizontalis 'Limelight' / Limelight Juniper	2 gal	Container	18" Min Height	5
	Juniperus x pfitzeriana 'Sea Green' / Sea Green Juniper	2 gal	Container	18" Min Height	45
	Lagerstroemia indica x laurei 'Tonto' / Tonto Crapemyrtle	2 gal	Container	18" Min Height	9
	Lagerstroemia x infinita Brite Pink / InfinitaTM Brite Pink Crapemyrtle	2 gal	Container	18" Min Height	15
	Lagerstroemia 'PILLAG-V' / Enduring SummerTM Red Crapemyrtle	2 gal	Container	18" Min Height	16
	Nandina domestica 'Fire Power' / Firepower Nandina	2 gal	Container	18" Min Height	40
	Nepeta x faasseni 'Walkers Low' / Walkers Low Catmint	2 gal	Container	18" Min Height	9
	Picea abies 'Nidiformis' / Nest Spruce	2 gal	Container	18" Min Height	46
	Rosa x 'Noar' / Flower Carpet Red Groundcover Rose	2 gal	Container	18" Min Height	3
	Schizanthium scoparium 'Blue Heaven' / Blue Heaven Little Bluestem	2 gal	Container	18" Min Height	51
	Weigela florida 'Bramwell' / Fine Wine Weigela	2 gal	Container	18" Min Height	6
	Weigela florida 'Variegata' / Variegated Weigela	2 gal	Container	18" Min Height	13

- STREETSCAPE ON OAK AND MADISON**
- TREES PROVIDED: 20
- SCREENING AROUND DUMPSTERS**
- SHRUBS PROVIDED: 69
- ALLOCATION PERCENTAGE**
- MATERIAL REQUIREMENTS: 0% - 70% TURF; 20% - 90% LANDSCAPE; AND 10% - 20% HARDSCAPE
 - MATERIAL REQUIREMENTS PROVIDED: 60% TURF, 20% LANDSCAPE, 20% HARDSCAPE
- FRONTAGE TREE REQUIREMENTS**
- TREES REQUIRED: 25 SMALL TREES AND 37 MEDIUM/LARGE TREES
CALCULATION: 2,463 FRONTAGE / 25% @ 25' O.C. AND 75% @ 50' O.C.
 - TREES PROVIDED: 25 SMALL TREES AND 37 MEDIUM/LARGE TREES
- PARKING AREAS:**
- TREE REQUIRED: 3
CALCULATION: 102 STALLS / 40 = 3
 - TREE PROVIDED: 3
 - SHRUB REQUIRED ALONG FRONTAGE: 34
CALCULATION: 170 LF OF FRONTAGE / 5 = 34
 - SHRUB PROVIDED: 40
 - PERIMETER TREES REQUIRED: 19
CALCULATION: 102 x 9 = 918 / 50 = 19
 - PERIMETER TREES PROVIDED: 19
- OTHER OPEN AREAS REQUIREMENTS**
- TREE REQUIRED: 23
CALCULATION: 228,690 SF / 10,000 = 10
 - TREES PROVIDED: 23
 - SHRUBS REQUIRED: 46
CALCULATION: 228,690 SF / 5,000 = 46
 - SHRUBS PROVIDED: 192
- ADJACENT TO R-1 ZONING REQUIREMENTS**
- TREES REQUIRED: 23
CALCULATION: 1140 LINEAR FEET / 50 = 23
 - TREES PROVIDED: 23
 - SHRUBS REQUIRED: 114
CALCULATION: 1140 LINEAR FEET / 10 = 114
 - SHRUBS PROVIDED: 120



Landscape Notes:

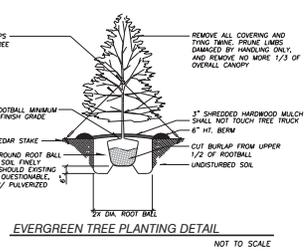
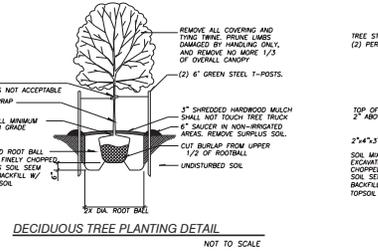
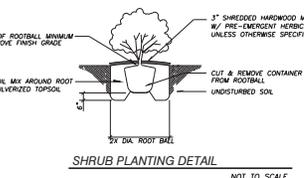
- ALL TREES AND SHRUBS TO BE MULCHED WITH A MINIMUM OF 4" DEPTH SHREDED BARK, WOOD CHIPS OR OTHER ALL-ORGANIC MULCH. ALL GROUND COVER BEDS TO BE MULCHED WITH A MINIMUM OF 3" DEPTH SHREDED BARK OR OTHER ALL-ORGANIC MULCH.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION SYSTEM WHICH PROVIDES FULL COVERAGE TO BLANK MATERIAL SHRUBS, TREES AND ANNUAL BEDS & ALL LAWN AREAS THAT ARE TO BE SOODED WITHIN PROXIMITY LINES ONLY. THE SYSTEM SHALL INCLUDE A COMBINATION OF SPRAY HEADS AND ROTORS.
- LANDSCAPE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES OCCURRING DURING THE CONSTRUCTION OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AND IS RESPONSIBLE FOR REPAIR/REPLACEMENT AT CONTRACTOR'S OWN EXPENSE.
- LANDSCAPE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF SPRINKLER LAYOUT INCLUDING PIPE SIZES, EQUIPMENT CUT SHEETS AND SPRINKLER COVERAGE DIAGRAM FOR APPROVAL FROM CITY & ARCHITECT PRIOR TO INSTALLATION.
- LANDSCAPE CONTRACTOR SHALL SUBMIT (3) THREE COPIES OF COMPLETE AS-BUILT DRAWINGS OF THE IRRIGATION SYSTEM TO ARCHITECT.
- AVERAGE DEPTH OF TOP SOIL OVER ENTIRE GREEN AREA OF SITE SHALL BE 4" MIN. IN DEPTH.
- INSTALL VALLEY VIEW PLASTIC EDGING BETWEEN TURF AREAS AND PLANTING BEDS.
- TEMPORARY DRAINAGE SHALL BE PROVIDED PRIOR TO STOPPING OF EROSION AND SEEDMENT CONTROL MEASURES REQUIRED WILL BE PROVIDED AND MAINTAINED.
- ALL LANDSCAPE SHALL MEET THE "AMERICAN STANDARD FOR NURSERY STOCK", PUBLISHED BY THE AMERICAN NURSERYMAN'S ASSOCIATION, AND BE SELECTED FOR ITS NATIVE CHARACTERISTIC OR SURVIVAL IN THE CLIMATE FOR THE KANSAS CITY REGION, AND BE PLANTED AND MAINTAINED PER ASNA SPECIFICATIONS.
- NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT WRITTEN APPROVAL OF THE OWNER.
- AREAS NOT HARD SURFACED OR COVERED WITH MULCH ARE TO BE PLANTED WITH SOIL (INCLUDING THE DETENTION BASIN)
- ALL OTHER PERMEABLE SURFACES SHALL INCLUDE GROUND COVER TO PREVENT DUST AND SOIL EROSION WITH TURF, NATIVE GRASSES, OR SHRUBS.

Landscape Requirements:

- FRONTAGE: FOR THE TERRACE YARD FRONTAGE DESIGN (CODE 17.07.050)**
- ONE SMALL TREE FOR EVERY 25' FEET OF FRONTAGE, OR ONE MEDIUM OR LARGE TREE FOR EVERY 50' OF FRONTAGE.
 - ALLOCATION OF SPACE SHALL BE: 0% - 70% TURF; 20% - 90% LANDSCAPE; AND 10% - 20% HARDSCAPE.
- FOUNDATION PLANTING: NONE REQUIRED**
- PARKING AREAS:**
- ONE MEDIUM OR LARGE TREE EVERY 40 PARKING SPACES
 - SHRUB FOR EVERY 5 LINEAR FEET OF PERIMETER BUFFER ALONG FRONTAGE/STREET SIDE.
 - LARGE OR MEDIUM TREE FOR EVERY 50 LINEAR FEET OF PERIMETER BUFFER.
- BUFFER ADJACENT TO R-1 ZONING**
- THREE PER 50 LINEAR FEET
 - SHRUB PER 10 LINEAR FEET
 - BUFFER AREA MUST MEET A MINIMUM OF 8-FEET WIDE
- OTHER OPEN AREAS GENERALLY**
- ONE TREE PER 10,000 S.F.
 - SHRUB PER 5,000 S.F.
- MINIMUM PLANT SIZES**
- LARGE OR MEDIUM TREE - 2" CALIPER
 - SMALL TREE - 1.5" CALIPER
 - EVERGREEN - 5' MINIMUM HEIGHT
 - SHRUB 18" MINIMUM HEIGHT

Designed By:

JIM SCHUESSLER, FASLA, LEED AP, ENV SP
LANDSCAPE ARCHITECT
CFS ENGINEERS
1421 E. 12th STREET
KANSAS CITY, MO 64131

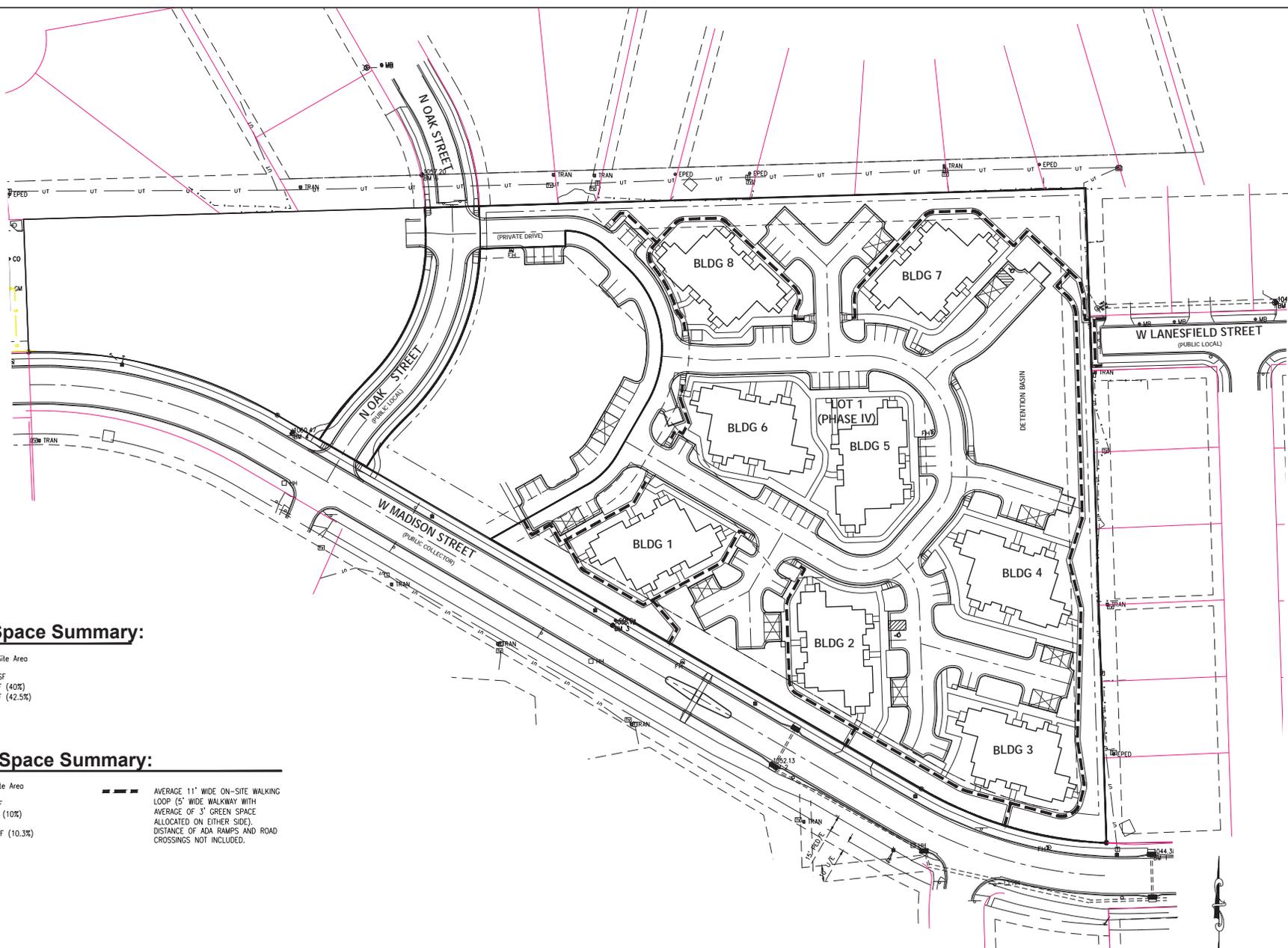


CFS ENGINEERS
cfs.com

Bethel Estates of Gardner
Phase 4
Gardner, KS
Landscape Plan

Final Development Plan

Sheet reference number:
5
Sheet 5 of 6



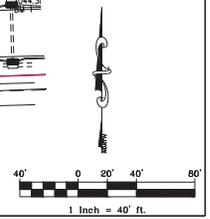
Total Open Space Summary:

REQUIRED: 40% of Site Area
 LOT 1: 228690 SF
 OS REQ: 91476 SF (40%)
 OS PROVIDED: 97259 SF (42.5%)

Active Open Space Summary:

REQUIRED: 10% of Site Area
 LOT 1: 228690 SF
 AOS REQ: 22869 SF (10%)
 AOS PROVIDED: 2144 LF x 11' Width = 23584 SF (10.3%)

--- AVERAGE 11' WIDE ON-SITE WALKING LOOP (5' WIDE WALKWAY WITH AVERAGE OF 3' GREEN SPACE ALLOCATED ON EITHER SIDE). DISTANCE OF ADA RAMPS AND ROAD CROSSINGS NOT INCLUDED.



NO.	DESCRIPTION	DATE

Designed by	DATE	Revised by	DATE
Drawn by	DATE	Submitted by	DATE
Checked by	DATE	Per. name	DATE
Scale	1/8" = 1'-0"	Project No.	2024-001
Sheet Title	Open Space Plan		

Bethel Estates of Gardner
 Phase 4
 Gardner, KS
 Final Development Plan

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Gardner Spring Derby at the Johnson County Fairgrounds

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:

Staff recommends Council approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of cereal malt beverages (CMB) within 200 feet of a school, church or library during the Gardner Spring Derby to be held on Saturday, May 9, 2020 at the Johnson County Fairgrounds, 136 E. Washington St.

Background/Description of Item:

Tumbleweed Bar and Grill, at the request of the Johnson County Fair Board, has applied for a General Retailer Special Event temporary permit and is requesting a Waiver of the Distance Limitation for an area to sell cereal malt beverages (CMB) during the Gardner Spring Derby event to be held Saturday, May 9, 2020. Gardner Municipal Code (5.20.040) allows for the consumption of CMBs (6%) with an off-premise CMB license being required. The Governing Body will need to approve a permit for a special event pursuant to Chapter 5.20.040 of the City Code.

The location is to be in the derby arena area (see attached map). CMBs will be served within the gates of the beer garden and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at both entrances. The hours of operation for the beer garden will be from 2:00 pm to 11:59 pm. Since the location of the proposed beer garden is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a permit for a special event by the City Council.

Gardner Police Department has reviewed the application and found nothing that would prohibit the issuance of the license.

This waiver and permit will be for Saturday, May 9, 2020 only with the following restrictions:

- The location as shown on the map as provided.
- Hours of operation for the beer garden: 2:00 pm to 11:59 pm.

Attachments:

- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:

Approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Gardner Spring Derby to be held on Saturday, May 9, 2020 at the Johnson County Fairgrounds, 136 E. Washington St.



COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution authorizing the public sale of approximately \$29,150,000 of principal amount of General Obligation Bonds of the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution authorizing the public sale of approximately \$29,150,000 principal amount of General Obligation Bonds for the expansion of the water treatment plant and the smart meters project.

Background/Description of Item:

The City has scheduled to sell approximately \$29,150,000 principal amount of General Obligation Bonds on May 4, 2020, at 11:00 a.m.

The attached bond sale documents prepared by Municipal Advisor Kimmel include the estimated costs of issuance and debt service schedules for water treatment plant expansion and the smart meters project. Council will note that the term of the bonds/repayment period for water treatment plant expansion is 20 years and the term for the smart meters project is 10 years.

Water Treatment Plant Expansion

At the August 5, 2019 meeting, Council approved Ordinance No. 2619 authorizing the issuance of General Obligation Bonds in an amount not to pay the cost of an expansion to the Hillsdale Water Treatment Plant, all pursuant to Charter Ordinance No. 12 of the City of Gardner, Kansas.

Smart Meters

At the December 3, 2019 meeting, Council approved Ordinance No. 2637 authorizing the issuance of General Obligation Bonds to pay the cost of certain improvements to the City's Electric System and Water System, all pursuant to Charter Ordinance No. 12 of the City of Gardner, Kansas.

The attached resolution authorizes all preparations to facilitate sale of the bonds.

Bond Counsel Ellsworth will be available at the meeting to answer any questions.

Financial Impact:

- Water Treatment Plan Expansion - Future debt service payments will come from the Water Fund.
- Smart Meters – Approximately 25% of the debt service payments will come from the Water Fund and approximately 75% will come from the Electric Fund.

Attachments Included:

- Resolution No. 2051 authorizing the sale of the General Obligation Bonds

- Series 2020A GO Bonds (Municipal Advisor Kimmel's bond sale document)

Suggested Motion:

Adopt Resolution No. 2051, a resolution authorizing the public sale of approximately \$29,150,000 of principal amount of General Obligation Bonds of the City of Gardner, Kansas.

RESOLUTION NO. 2051

A RESOLUTION AUTHORIZING THE PUBLIC SALE OF APPROXIMATELY \$29,150,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF GARDNER, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. The General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas (the “City”), in the principal amount of approximately \$29,150,000 (the “Bonds”) shall be offered at competitive public sale May 4, 2020, at 11:00 a.m., Central Time, or at such other date and time approved by the City Finance Director, provided such date is a City Council meeting date.

Section 2. The Finance Director, in conjunction with Ehlers & Associates, Inc., the City’s Municipal Advisor, is authorized and directed to receive bids for the purchase of the Bonds on behalf of the City at the specified time and place and to deliver a report on all bids so received to the Governing Body at its meeting to be held at 7:00 p.m. on the sale date at which meeting the Governing Body shall review the bids and act on the acceptance of the best bid. Such bids may be received electronically through an experienced municipal bond electronic bid provider and through other means determined by the Finance Director, in consultation with the City’s Bond Counsel, Kutak Rock LLP, and Municipal Advisor, to be in the best interest of the City. The issuance of the Bonds is conditioned on receipt of an opinion of the City’s Bond Counsel, Kutak Rock LLP (“Bond Counsel”), to the effect that the Bonds have been validly issued and that the interest on the Bonds is exempt from federal income taxation subject to the standard exceptions.

Section 3. The Mayor and City Clerk are authorized to cause to be prepared and executed a preliminary official statement and notice of sale for use in connection with the public sale of the Bonds.

Section 4. The Finance Director is authorized and directed to give, or cause to be given, notice of the bond sale by publishing a summary of the notice of bond sale not less than six days before the date of the bond sale in the official City newspaper and the *Kansas Register* and by making copies of the notice of bond sale and preliminary official statement available to prospective purchasers of the Bonds.

Section 5. For the purpose of enabling the purchaser of the Bonds (the “Original Purchaser”) to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the appropriate officers of the City are authorized, if requested, to provide the Original Purchaser a letter or certification to the effect that the City deems the information contained in the preliminary official statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirements of such Rule.

Section 6. The City agrees to provide to the Original Purchaser within seven business days of the date of the sale of the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Original Purchaser, whichever is earlier, sufficient copies of the final official statement to enable the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 7. The City agrees to enter into a written agreement or contract on or before the date of delivery of the Bonds to provide ongoing disclosure about the City for the benefit of the holders of the Bonds as required by Rule 15c2-12(b)(5)(i) of the Securities and Exchange Commission (the “Rule”). The City may further designate Kutak Rock LLP, upon the request of the City, as an agent of the City for the purpose of obtaining and disseminating information in connection with the Rule.

Section 8. The City Administrator; the Finance Director; the City Clerk; the City’s Bond Counsel; the Municipal Advisor; and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

Section 9. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the Governing Body of the City of Gardner, Kansas, on April 6, 2020.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

April 6, 2020

Pre-Sale Report for

City of Gardner, Kansas

\$29,150,000 General Obligation Bonds, Series 2020A



Prepared by:

Bruce Kimmel, CIPMA
Senior Municipal Advisor

Nick Anhut, CIPMA
Senior Municipal Advisor

Chris Mickelson, CIPMA
Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	\$29,150,000 General Obligation Bonds, Series 2020A
Purposes:	<p>The proposed Series 2020A issue includes financing for three purposes:</p> <ul style="list-style-type: none"> (1) Construction of a new Water Treatment Plant; (2) Purchase of Water Smart Meters; (3) Purchase of Electric Smart Meters. <p>Debt service for the Water Treatment Plant and Water Smart Meters will be paid from water utility revenues. Debt service for the Electric Smart Meters will be paid from electric utility revenues.</p>
Authority:	<p>The Bonds will be issued pursuant to Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 12 of the City adopted on September 8, 1992.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a term of 20.3 years for the Water Treatment Plant portion, and 10.3 years for the Water Smart Meter and Electric Smart Meter portions. Principal on the Bonds will be due on October 1 in the years 2021 through 2040. Interest is payable every six months beginning April 1, 2021.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on October 1, 2029 or any date thereafter.</p>
Bank Qualification:	Because the City is issuing more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.
Rating:	The City’s most recent bond issues were rated AA- / Stable by Standard & Poor’s. The City will request a new rating for the Bonds.
Basis for Recommendation:	The proposed general obligation issue is the most cost-efficient means of funding the specified purposes and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City’s historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

<p>Method of Sale/Placement:</p>	<p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.</p>
<p>Premium Pricing:</p>	<p>In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this Bond issue, the City expects to use any net premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We anticipate, however, that the City’s Series 2010A Bonds will merit refunding as the October 1, 2020 optional redemption date approaches, and tentatively propose to include that refunding as part of the City’s expected Series 2020B Bond issuance this fall.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
<p>Continuing Disclosure:</p>	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds. It files the required annual information itself and engages Kutak Rock to file material event notices, as applicable.</p>
<p>Arbitrage Monitoring:</p>	<p>Because the Bonds are tax-exempt securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the</p>

	<p>issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities, along with any applicable exemptions from the rules, will be detailed in the Closing Certificate prepared by your Bond Attorney and provided at closing. The City has retained Kutak Rock to assist in complying with these rules.</p>
<p>Investment of Bond Proceeds:</p>	<p>To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.</p>
<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Kutak Rock LLP</p> <p>Paying Agent: State of Kansas - Office of the State Treasurer</p> <p>Rating Agency: Standard & Poor's Global Ratings (S&P)</p>

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	April 6, 2020
Due Diligence Call to review Official Statement:	Week of April 20, 2020
Distribute Official Statement:	Week of April 20, 2020
Conference with Rating Agency:	Week of April 20, 2020
City Council Meeting to Award Sale of the Bonds:	May 4, 2020
Estimated Closing Date:	May 28, 2020

Attachments

- Estimated Sources and Uses of Funds
- Estimated Proposed Debt Service Schedule

Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Nick Anhut	(651) 697-8507
	Chris Mickelson	(651) 697-8556
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

City of Gardner, Kansas

\$29,150,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market Nonn-BQ AA- Rates plus 25bps

Total Issue Sources And Uses

Dated 05/28/2020 | Delivered 05/28/2020

	Water Treatment Plant	Water Smart Meters	Electric Smart Meters	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$25,230,000.00	\$980,000.00	\$2,940,000.00	\$29,150,000.00
Total Sources	\$25,230,000.00	\$980,000.00	\$2,940,000.00	\$29,150,000.00
Uses Of Funds				
Total Underwriter's Discount (0.800%)	201,840.00	7,840.00	23,520.00	233,200.00
Costs of Issuance	114,681.83	4,454.54	13,363.63	132,500.00
Deposit to Project Construction Fund	24,911,000.00	968,000.00	2,904,000.00	28,783,000.00
Rounding Amount	2,478.17	(294.54)	(883.63)	1,300.00
Total Uses	\$25,230,000.00	\$980,000.00	\$2,940,000.00	\$29,150,000.00

City of Gardner, Kansas

\$29,150,000 General Obligation Bonds, Series 2020A

Issue Summary

Assumes Current Market Nonn-BQ AA- Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/28/2020	-	-	-	-	-
04/01/2021	-	-	557,980.82	557,980.82	-
10/01/2021	1,185,000.00	1.550%	331,473.75	1,516,473.75	2,074,454.57
04/01/2022	-	-	322,290.00	322,290.00	-
10/01/2022	1,435,000.00	1.600%	322,290.00	1,757,290.00	2,079,580.00
04/01/2023	-	-	310,810.00	310,810.00	-
10/01/2023	1,455,000.00	1.650%	310,810.00	1,765,810.00	2,076,620.00
04/01/2024	-	-	298,806.25	298,806.25	-
10/01/2024	1,475,000.00	1.750%	298,806.25	1,773,806.25	2,072,612.50
04/01/2025	-	-	285,900.00	285,900.00	-
10/01/2025	1,500,000.00	1.800%	285,900.00	1,785,900.00	2,071,800.00
04/01/2026	-	-	272,400.00	272,400.00	-
10/01/2026	1,530,000.00	1.900%	272,400.00	1,802,400.00	2,074,800.00
04/01/2027	-	-	257,865.00	257,865.00	-
10/01/2027	1,560,000.00	2.000%	257,865.00	1,817,865.00	2,075,730.00
04/01/2028	-	-	242,265.00	242,265.00	-
10/01/2028	1,595,000.00	2.050%	242,265.00	1,837,265.00	2,079,530.00
04/01/2029	-	-	225,916.25	225,916.25	-
10/01/2029	1,625,000.00	2.100%	225,916.25	1,850,916.25	2,076,832.50
04/01/2030	-	-	208,853.75	208,853.75	-
10/01/2030	1,655,000.00	2.300%	208,853.75	1,863,853.75	2,072,707.50
04/01/2031	-	-	189,821.25	189,821.25	-
10/01/2031	1,255,000.00	2.450%	189,821.25	1,444,821.25	1,634,642.50
04/01/2032	-	-	174,447.50	174,447.50	-
10/01/2032	1,285,000.00	2.500%	174,447.50	1,459,447.50	1,633,895.00
04/01/2033	-	-	158,385.00	158,385.00	-
10/01/2033	1,320,000.00	2.550%	158,385.00	1,478,385.00	1,636,770.00
04/01/2034	-	-	141,555.00	141,555.00	-
10/01/2034	1,355,000.00	2.600%	141,555.00	1,496,555.00	1,638,110.00
04/01/2035	-	-	123,940.00	123,940.00	-
10/01/2035	1,390,000.00	2.650%	123,940.00	1,513,940.00	1,637,880.00
04/01/2036	-	-	105,522.50	105,522.50	-
10/01/2036	1,425,000.00	2.700%	105,522.50	1,530,522.50	1,636,045.00
04/01/2037	-	-	86,285.00	86,285.00	-
10/01/2037	1,465,000.00	2.750%	86,285.00	1,551,285.00	1,637,570.00
04/01/2038	-	-	66,141.25	66,141.25	-
10/01/2038	1,505,000.00	2.800%	66,141.25	1,571,141.25	1,637,282.50
04/01/2039	-	-	45,071.25	45,071.25	-
10/01/2039	1,545,000.00	2.850%	45,071.25	1,590,071.25	1,635,142.50
04/01/2040	-	-	23,055.00	23,055.00	-
10/01/2040	1,590,000.00	2.900%	23,055.00	1,613,055.00	1,636,110.00
Total	\$29,150,000.00	-	\$7,968,114.57	\$37,118,114.57	-

Yield Statistics

Bond Year Dollars	\$317,969.58
Average Life	10.908 Years
Average Coupon	2.5059361%
Net Interest Cost (NIC)	2.5792764%
True Interest Cost (TIC)	2.5706802%
Bond Yield for Arbitrage Purposes	2.4839068%
All Inclusive Cost (AIC)	2.6204271%

IRS Form 8038

Net Interest Cost	2.5059361%
Weighted Average Maturity	10.908 Years

Series 2020A GO Bds - Pre | Issue Summary | 3/30/2020 | 8:44 AM



City of Gardner, Kansas

\$25,230,000 General Obligation Bonds, Series 2020A

Water Treatment Plant

Assumes Current Market Nonn-BQ AA- Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/28/2020	-	-	-	-	-
04/01/2021	-	-	495,842.67	495,842.67	-
10/01/2021	845,000.00	1.550%	294,560.00	1,139,560.00	1,635,402.67
04/01/2022	-	-	288,011.25	288,011.25	-
10/01/2022	1,060,000.00	1.600%	288,011.25	1,348,011.25	1,636,022.50
04/01/2023	-	-	279,531.25	279,531.25	-
10/01/2023	1,075,000.00	1.650%	279,531.25	1,354,531.25	1,634,062.50
04/01/2024	-	-	270,662.50	270,662.50	-
10/01/2024	1,095,000.00	1.750%	270,662.50	1,365,662.50	1,636,325.00
04/01/2025	-	-	261,081.25	261,081.25	-
10/01/2025	1,115,000.00	1.800%	261,081.25	1,376,081.25	1,637,162.50
04/01/2026	-	-	251,046.25	251,046.25	-
10/01/2026	1,135,000.00	1.900%	251,046.25	1,386,046.25	1,637,092.50
04/01/2027	-	-	240,263.75	240,263.75	-
10/01/2027	1,155,000.00	2.000%	240,263.75	1,395,263.75	1,635,527.50
04/01/2028	-	-	228,713.75	228,713.75	-
10/01/2028	1,180,000.00	2.050%	228,713.75	1,408,713.75	1,637,427.50
04/01/2029	-	-	216,618.75	216,618.75	-
10/01/2029	1,205,000.00	2.100%	216,618.75	1,421,618.75	1,638,237.50
04/01/2030	-	-	203,966.25	203,966.25	-
10/01/2030	1,230,000.00	2.300%	203,966.25	1,433,966.25	1,637,932.50
04/01/2031	-	-	189,821.25	189,821.25	-
10/01/2031	1,255,000.00	2.450%	189,821.25	1,444,821.25	1,634,642.50
04/01/2032	-	-	174,447.50	174,447.50	-
10/01/2032	1,285,000.00	2.500%	174,447.50	1,459,447.50	1,633,895.00
04/01/2033	-	-	158,385.00	158,385.00	-
10/01/2033	1,320,000.00	2.550%	158,385.00	1,478,385.00	1,636,770.00
04/01/2034	-	-	141,555.00	141,555.00	-
10/01/2034	1,355,000.00	2.600%	141,555.00	1,496,555.00	1,638,110.00
04/01/2035	-	-	123,940.00	123,940.00	-
10/01/2035	1,390,000.00	2.650%	123,940.00	1,513,940.00	1,637,880.00
04/01/2036	-	-	105,522.50	105,522.50	-
10/01/2036	1,425,000.00	2.700%	105,522.50	1,530,522.50	1,636,045.00
04/01/2037	-	-	86,285.00	86,285.00	-
10/01/2037	1,465,000.00	2.750%	86,285.00	1,551,285.00	1,637,570.00
04/01/2038	-	-	66,141.25	66,141.25	-
10/01/2038	1,505,000.00	2.800%	66,141.25	1,571,141.25	1,637,282.50
04/01/2039	-	-	45,071.25	45,071.25	-
10/01/2039	1,545,000.00	2.850%	45,071.25	1,590,071.25	1,635,142.50
04/01/2040	-	-	23,055.00	23,055.00	-
10/01/2040	1,590,000.00	2.900%	23,055.00	1,613,055.00	1,636,110.00
Total	\$25,230,000.00	-	\$7,498,640.17	\$32,728,640.17	-

Yield Statistics

Bond Year Dollars	\$294,400.25
Average Life	11.669 Years
Average Coupon	2.5470903%
Net Interest Cost (NIC)	2.6156500%
True Interest Cost (TIC)	2.6089074%
Bond Yield for Arbitrage Purposes	2.4839068%
All Inclusive Cost (AIC)	2.6558683%

IRS Form 8038

Net Interest Cost	2.5470903%
Weighted Average Maturity	11.669 Years

Series 2020A GO Bds - Pre | Water Treatment Plant | 3/30/2020 | 8:44 AM



City of Gardner, Kansas

\$980,000 General Obligation Bonds, Series 2020A

Water Smart Meters

Assumes Current Market Nonn-BQ AA- Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/28/2020	-	-	-	-	-
04/01/2021	-	-	15,528.75	15,528.75	-
10/01/2021	85,000.00	1.550%	9,225.00	94,225.00	109,753.75
04/01/2022	-	-	8,566.25	8,566.25	-
10/01/2022	95,000.00	1.600%	8,566.25	103,566.25	112,132.50
04/01/2023	-	-	7,806.25	7,806.25	-
10/01/2023	95,000.00	1.650%	7,806.25	102,806.25	110,612.50
04/01/2024	-	-	7,022.50	7,022.50	-
10/01/2024	95,000.00	1.750%	7,022.50	102,022.50	109,045.00
04/01/2025	-	-	6,191.25	6,191.25	-
10/01/2025	95,000.00	1.800%	6,191.25	101,191.25	107,382.50
04/01/2026	-	-	5,336.25	5,336.25	-
10/01/2026	100,000.00	1.900%	5,336.25	105,336.25	110,672.50
04/01/2027	-	-	4,386.25	4,386.25	-
10/01/2027	100,000.00	2.000%	4,386.25	104,386.25	108,772.50
04/01/2028	-	-	3,386.25	3,386.25	-
10/01/2028	105,000.00	2.050%	3,386.25	108,386.25	111,772.50
04/01/2029	-	-	2,310.00	2,310.00	-
10/01/2029	105,000.00	2.100%	2,310.00	107,310.00	109,620.00
04/01/2030	-	-	1,207.50	1,207.50	-
10/01/2030	105,000.00	2.300%	1,207.50	106,207.50	107,415.00
Total	\$980,000.00	-	\$117,178.75	\$1,097,178.75	-

Yield Statistics

Bond Year Dollars	\$5,884.83
Average Life	6.005 Years
Average Coupon	1.9911991%
Net Interest Cost (NIC)	2.1244230%
True Interest Cost (TIC)	2.1294753%
Bond Yield for Arbitrage Purposes	2.4839068%
All Inclusive Cost (AIC)	2.2120894%

IRS Form 8038

Net Interest Cost	1.9911991%
Weighted Average Maturity	6.005 Years

City of Gardner, Kansas

\$2,940,000 General Obligation Bonds, Series 2020A

Electric Smart Meters

Assumes Current Market Nonn-BQ AA- Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+l	Fiscal Total
05/28/2020	-	-	-	-	-
04/01/2021	-	-	46,609.40	46,609.40	-
10/01/2021	255,000.00	1.550%	27,688.75	282,688.75	329,298.15
04/01/2022	-	-	25,712.50	25,712.50	-
10/01/2022	280,000.00	1.600%	25,712.50	305,712.50	331,425.00
04/01/2023	-	-	23,472.50	23,472.50	-
10/01/2023	285,000.00	1.650%	23,472.50	308,472.50	331,945.00
04/01/2024	-	-	21,121.25	21,121.25	-
10/01/2024	285,000.00	1.750%	21,121.25	306,121.25	327,242.50
04/01/2025	-	-	18,627.50	18,627.50	-
10/01/2025	290,000.00	1.800%	18,627.50	308,627.50	327,255.00
04/01/2026	-	-	16,017.50	16,017.50	-
10/01/2026	295,000.00	1.900%	16,017.50	311,017.50	327,035.00
04/01/2027	-	-	13,215.00	13,215.00	-
10/01/2027	305,000.00	2.000%	13,215.00	318,215.00	331,430.00
04/01/2028	-	-	10,165.00	10,165.00	-
10/01/2028	310,000.00	2.050%	10,165.00	320,165.00	330,330.00
04/01/2029	-	-	6,987.50	6,987.50	-
10/01/2029	315,000.00	2.100%	6,987.50	321,987.50	328,975.00
04/01/2030	-	-	3,680.00	3,680.00	-
10/01/2030	320,000.00	2.300%	3,680.00	323,680.00	327,360.00
Total	\$2,940,000.00	-	\$352,295.65	\$3,292,295.65	-

Yield Statistics

Bond Year Dollars	\$17,684.50
Average Life	6.015 Years
Average Coupon	1.9921154%
Net Interest Cost (NIC)	2.1251132%
True Interest Cost (TIC)	2.1301537%
Bond Yield for Arbitrage Purposes	2.4839068%
All Inclusive Cost (AIC)	2.2126364%

IRS Form 8038

Net Interest Cost	1.9921154%
Weighted Average Maturity	6.015 Years

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider an ordinance approving the description and survey of lands necessary for constructing, reconstructing and maintaining of public utility improvements, designated in Resolution 1990

Strategic Priority: Promotes Economic Development
Fiscal Stewardship
Increase Infrastructure and Asset Management

Department: Utilities - Electric

Staff Recommendation:

Staff recommends adopting an ordinance approving the description and survey of lands necessary for constructing, reconstructing and maintaining of public utility improvements, designated in Resolution 1990.

Background/Description of Item:

On April 6, 2017, the Utility Advisory Commission approved a recommendation to the City Council for the Circuit 41 Back Feed Project that was later approved by the City Council on May 1, 2017

Staff's initial meeting with property owners Randy Willbanks and Sue Engbrotten to discuss granting the easement necessary to complete the project was met with rejection. Staff met with the landowners again on August 4, 2017 to discuss the easement acquisition but were unable to obtain any commitment from them. On September 22, 2017, Randy Willbanks and Sue Engbrotten again indicated their unwillingness to work with the City regarding the electric easement.

In early November 2017, the City approached Northpoint to see if they (Northpoint) would grant an easement across their property in Edgerton. Northpoint responded that the location of the proposed electrical easement was also the location of the pedestrian/trail easement that was dedicated to Edgerton, thus the easement request could not be accommodated.

During the January 4, 2018 UAC meeting, an update was given on the backfeed project and the commission discussed condemning the easement in order to complete the project.

On January 21, 2018, Mayor Shute and City Administrator Harrison-Lee met with Randy Willbanks and Sue Engbrotten to discuss the easement issue. The owners said they would grant the easement after their parcel was rezoned by the City. Two months elapsed and staff had not received a rezoning petition from Randy Willbanks or Sue Engbrotten.

On April 2, 2018, the City Council voted to authorize the City Administrator to initiate the easement condemnation process for the Circuit 41 Back Feed Project.

On July 2, 2018, City Council adopted resolution 1990, declaring it necessary to acquire by condemnation easement interests in private properties for the use of the City of Gardner, Kansas, for certain improvements to public infrastructure related to the Circuit 41 Back Feed Project, CIP EL1702. Due to new developments currently under consideration by the City, this backfeed is critically needed to better serve the area south of 183rd Street.

Financial Impact:

Funding for the project is available from the Electric Fund 2020 Budget, CIP EL1702.

Attachments:

- Ordinance No. 2655
- Resolution 1990

Suggested Motion:

Adopt Ordinance No. 2655, an ordinance approving the description and survey of lands necessary for constructing, reconstructing and maintaining of public utility improvements, designated in Resolution 1990

ORDINANCE NO. 2655

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR CONSTRUCTING, RECONSTRUCTING AND MAINTAINING OF PUBLIC UTILITY IMPROVEMENTS, DESIGNATED IN RESOLUTION 1990.

WHEREAS, the City of Gardner, Kansas owns and operates a municipal electric utility for the public benefit of supplying its residents and other customers electric power and light;

WHEREAS, it is necessary to acquire easements on, over, through and under private properties for the construction of certain public improvements in support of the City's electric utility, which properties are situated both within and outside of the corporate city limits;

WHEREAS, the City is authorized to exercise eminent domain for the purpose of acquiring such easements pursuant to Article 12, Section 5 of the Kansas Constitution, K.S.A. 26-201, et seq., and K.S.A. 12-845 for the purposes herein stated;

WHEREAS, the Governing Body of the City adopted Resolution No. 1990 declaring it necessary to acquire by condemnation the aforementioned easements and directing that a survey and description of the lands or interests to be acquired be prepared by the City Engineer and filed with the City Clerk;

WHEREAS, surveys describing a temporary construction easement and a permanent easement have been completed and filed as directed by Resolution No. 1990.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: The description and survey of lands necessary to acquire a temporary construction easement for the purpose to enter upon, excavate, fill, grade, locate, construct, and install or authorize such activities for the location, and construction of utility lines, conduits, poles, wires, ducts, cables, facilities and appurtenances, etc., together with the right of access to said easement and over said easement for said purposes as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 1990, adopted by the Governing Body of the City of Gardner, Kansas, is hereby approved.

SECTION TWO: The description and survey of lands necessary to acquire a permanent and perpetual easement for the purpose to enter upon, excavate, fill, grade, locate, construct, install and maintain, or authorize such activities for the location, construction or maintenance, and use of utility lines, conduits, poles, wires, ducts, cables, facilities and appurtenances, etc., including the right to clean, repair, replace, and care for said facilities, together with the right of access to said easement and over said easement for said purposes as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 1990, adopted by the Governing Body of the City of Gardner, Kansas, is hereby approved.

SECTION THREE: The action of the Governing Body of the City of Gardner, Kansas in acquiring the temporary construction easement and the permanent utility easement as herein described has been declared necessary by the Governing Body.

SECTION FOUR: The acquisition of the temporary construction easement and the permanent utility easement as herein described for the construction, reconstruction and

maintenance of certain public improvements in support of the City's electric utility is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

SECTION FIVE: That there is hereby declared to be public necessity to acquire by eminent domain proceedings for the purpose of construction, reconstruction and maintenance of certain public improvements in support of the City's electric utility the lands hereinafter described:

PINNACLE CONSTRUCTION CO., INC. – TRACT NO. 1

FEE SIMPLE OWNER: Pinnacle Construction Co., Inc.

PARTIES IN POSSESSION: Pinnacle Construction Co., Inc.

SITUS ADDRESS: No common address.

JOHNSON COUNTY PARCEL ID NUMBER: CF221435-3001

KANSAS UNIFORM PARCEL ID NUMBER: 0461373501002011010

LIENHOLDERS:

Thomas G. Franzen, in his capacity as the Finance Director & County Treasurer of Johnson County, Kansas (Attn: Treasury & Financial Management)

AND

Hawthorn Bank

EASEMENT HOLDERS:

Kansas City Power & Light, easement holder.

AND

Southwestern Bell Telephone Co., easement holder.

OTHER INTERESTED PARTIES:

Gas and Oil Operations, holder of oil and gas lease.

AND

The unknown heirs, executors, administrators, devisees, trustees, creditors and assigns of such parties as may be deceased, the unknown spouses of such parties and the unknown guardians and trustees of such parties as are minors or in anywise under legal disability, the unknown officers, successors, trustees, creditors and assigns of such parties as are existing, dissolved or dormant corporations, the unknown executors, administrators, devisees, trustees, creditors, successors and assigns of such defendants as are or were partners or in partnership, and all known persons who claim any interest in and to the aforementioned real estate.

Temporary Construction Easement Description:

All that part of the Northeast Quarter of Section 35, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence South 0 degrees 34 minutes 54 seconds West, a distance of 20.00 feet; thence South 89 degrees 29 minutes 30 seconds East, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 15.00 feet to the point of beginning; thence continuing South 89 degrees 29 minutes 30 seconds East, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 497.00 feet to a point on the West line of Fairfield, a subdivision of land in the City of Gardner, Kansas; thence South 0 degrees 30 minutes 30 seconds West, along the West line of said Fairfield, a distance of 20.00 feet to the Northwest corner of Lot 17 of said Fairfield; thence North 89 degrees 29 minutes 30 seconds West, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 476.62 feet; thence South 0 degrees 34 minutes 54 seconds East, parallel with the West line of the Northeast Quarter of said Section 35, a distance of 2512.15 feet; thence North 87 degrees 19 minutes 02 seconds East, a distance of 1075.47 feet; thence South 0 degrees 42 minutes 41 seconds East, a distance of 20.01 feet; thence South 87 degrees 19 minutes 02 seconds West, a distance of 1095.52 feet; thence North 0 degrees 34 minutes 54 seconds West, a distance of 2553.29 feet, to the point of beginning, containing 1.89 acres, more or less.

Permanent Easement Description:

All that part of the Northeast Quarter of Section 35, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence South 0 degrees 34 minutes 54 seconds West, a distance of 40.01 feet to the point of beginning; thence South 89 degrees 29 minutes 30 seconds East, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 511.62 feet to the Northwest corner of Lot 17 of Fairfield, a subdivision of land in the City of Gardner, Johnson County, Kansas; thence South 0 degrees 30 minutes 30 seconds West, along the West line of said Lot 17, a distance of 15.00 feet; thence North 89 degrees 29 minutes 30 seconds West, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 496.34 feet; thence South 0 degrees 34 minutes 54 seconds East, parallel with the West line of the Northeast Quarter of said Section 35, a distance of 2518.28 feet; thence North 87 degrees 19 minutes 02 seconds East, a distance of 1095.52 feet; thence South 0 degrees 42 minutes 41 seconds East, a distance of 15.01 feet to a point on the North line of an existing easement to Kansas City Power & Light, recorded in Book 1766, Page 649; thence South 87 degrees 19 minutes 02 seconds West, along the North line of said Kansas City Power & Light Easement, a distance of 1110.57 feet to the West line of the Northeast Quarter of said Section 35; thence North 0 degrees 34 minutes 54 seconds West, a distance of 2549.13 feet to the point of beginning, containing 1.43 acres, more or less.

SECTION SIX: The City Attorney for the City of Gardner, Kansas is hereby directed, authorized and instructed to make proper application to a Judge of the District Court of Johnson County, Kansas, for the acquisition of the aforementioned temporary construction and permanent utility easements for the purpose of construction, reconstruction and maintenance of certain public improvements in support of the City's electric utility, praying for condemnation thereof and the appointment of three disinterested residents of the County to assess and to

determine the damages and compensation resulting from such compensation and for such other proceedings as may be required by law.

SECTION SEVEN: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this _____ day of _____, 2020.

SIGNED by the Mayor this _____ day of _____, 2020.

Steve Shute, Mayor

(SEAL)

ATTEST:

Sharon Rose, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

RESOLUTION NO.1990

A RESOLUTION DECLARING IT NECESSARY TO ACQUIRE BY CONDEMNATION EASEMENT INTERESTS IN PRIVATE PROPERTIES FOR THE USE OF THE CITY OF GARDNER, KANSAS, FOR CERTAIN IMPROVEMENTS TO PUBLIC INFRASTRUCTURE.

WHEREAS, the City of Gardner, Kansas owns and operates a municipal electric utility for the public benefit of supplying its residents and other customers electric power and light;

WHEREAS, it is necessary to acquire easements on, over, through and under private properties for the construction of certain public improvements in support of the City's electric utility, which properties are situated both within and outside of the corporate city limits;

WHEREAS, the City is authorized to exercise eminent domain for the purpose of acquiring such easements pursuant to Article 12, Section 5 of the Kansas Constitution, K.S.A. 26-201, et seq., and K.S.A. 12-845 for the purposes herein stated;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Gardner, Kansas:

SECTION ONE: It is hereby declared necessary to acquire by condemnation private property or interests therein for the use of the City of Gardner, Kansas, for the following described improvements:

Acquire private property for public purposes described as follows:

Temporary Construction Easement

A temporary construction easement over, under and through the real estate described and depicted on Exhibit 1 attached hereto for the purpose to enter upon, excavate, fill, grade, locate, construct, and install or authorize such activities for the location, and construction of utility lines, conduits, poles, wires, ducts, cables, facilities and appurtenances, etc., together with the right of access to said easement and over said easement for said purposes.

Permanent Easement

A perpetual easement over, under and through the real estate described and depicted on Exhibit 2 attached hereto for the purpose to enter upon, excavate, fill, grade, locate, construct, install and maintain, or authorize such activities for the location, construction or maintenance, and use of utility lines, conduits, poles, wires, ducts, cables, facilities and appurtenances, etc., including the right to clean, repair, replace, and care for said facilities, together with the right of access to said easement and over said easement for said purposes.

SECTION TWO: It is hereby authorized and directed that a survey and description of the lands or interests to be acquired by condemnation be made by the City Engineer and filed with the City Clerk of the City of Gardner, Kansas, which survey must be made by a licensed land surveyor or a professional engineer who is competent to conduct a land survey.

SECTION THREE: After filing of said survey, an ordinance shall be prepared and submitted to the Governing Body for consideration that provides for the acquisition of private property by appropriate proceedings in eminent domain.

SECTION FOUR: This Resolution shall be published once in the official City newspaper.

SECTION FIVE: This Resolution shall take effect and be in force from and after its publication in the official City newspaper.

ADOPTED by the City Council this 2nd day of July, 2018.

SIGNED by the Mayor this 2nd day of July, 2018.

CITY OF GARDNER, KANSAS

(SEAL)

_____/s/_____
Steve Shute, Mayor

Attest:

_____/s/_____
Amy Nasta, City Clerk

Approved as to form:

_____/s/_____
Ryan Denk, City Attorney

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 4

MEETING DATE: APRIL 6, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider a resolution establishing a policy relating to property tax abatements for new and existing businesses.

Strategic Priority: Economic Development

Department: Administration

Staff Recommendation:

Staff recommends adopting the proposed tax abatement policy.

Background/Description of Item:

The City's existing Economic Development Incentive Policy, adopted April 2015, and amended February 2016, references property tax abatements but does not contain the specific uniform policies and procedures required under K.S.A. 79-251(a) for constitutional tax abatements.

The proposed tax abatement policy supplements the existing Economic Development Incentive Policy by adopting official policies and procedures for the granting of such exemptions. The proposed tax abatement policy outlines conditions and criteria for granting the exemption, the required preparation of an analysis of the costs and benefits of each exemption, and the procedure for monitoring the compliance of a business receiving an exemption.

Attachments:

- Resolution No. 2052

Suggested Motion:

Adopt Resolution No. 2052, a resolution establishing a policy relating to property tax abatements for new and existing businesses.

RESOLUTION NO. 2052

A RESOLUTION ESTABLISHING A POLICY RELATING TO PROPERTY TAX ABATEMENTS FOR NEW AND EXISTING BUSINESSES.

WHEREAS, the City of Gardner, Kansas (the “City”, recognizes that it is essential to stimulate economic growth and development of existing and new industry and businesses in order to provide services, employment and tax revenues for the benefit of the City; and

WHEREAS, it is further recognized that the stimulation of balanced economic development is a joint responsibility of the private and public sectors, working closely together creating a positive business environment and to induce industry to locate and expand in the City; and

WHEREAS, the economic development program goals of the City include economic diversification, broadening of the property tax base, stimulation of private investment, enhancement and support of new development, quality of materials and design, maintenance of environmental quality, creation and quality of employment opportunities; and

WHEREAS, to meet these economic development goals, the City recognizes the occasional necessity to grant property tax abatements and tax incentives for real and personal property pursuant to the provisions of Section 13 of Article 11 of the Kansas Constitution and K.S.A. 12-1740 *et seq.* and 79-201a; and

WHEREAS, the City’s existing Economic Development Incentive Policy, adopted April 20, 2015, and amended February 15, 2016 (collectively, the “EcoDev Policy”, references property tax abatements but does not contain the specific uniform policies and procedures required under K.S.A. 79-251(a); and

WHEREAS, the Governing Body of the City finds it necessary and desirable to adopt uniform policies and procedures as required under K.S.A. 79-251(a) and to supplement the EcoDev Policy with the policies and procedures so adopted;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: POLICY STATEMENT. It shall be the policy of the City of Gardner, Kansas to consider 50% real property tax abatement if the project qualifies for tax abatement under Kansas law and meets the criteria listed in Section Two below. Depending upon how the abatement is structured over the term, an abatement may exceed an overall average of 50%. It shall also be the policy of the City that economic development projects pay their fair share of property tax, special improvement district assessments, and cost of utility services. Economic development projects shall have a positive financial impact on the City. The City reserves the right to approve the cost-benefit analysis model used to determine the financial impact. The City shall consider the following conditions as precedents to granting property tax incentives pursuant to Section 13 of Article 11 of the Kansas Constitution and K.S.A. 12-1740 *et seq.* and 79-201a.

- A. Existence of Economic Benefit: The project must provide a clear demonstration of economic benefit to the City, which benefit can be established by, but is not limited to, such things as additional employment, increased private capital investment, expanded tax base, and spurring other economic development activities.
- B. Type of Business: The project shall be of a nature that has been identified by the Governing Body as desirable to stimulate the local economy and improve the quality of life for its citizens. The project should be one in which a substantial part of its total products and/or services are either exported from the Gardner area or it would add jobs and replace purchases now being made by Gardner citizens in areas outside of the City if the items are for local consumption. Additional considerations may include whether the project has the effect of supporting or spurring retail development, and whether a project would help the City achieve successful completion of an existing commercial or industrial park or the development of a new commercial or industrial enterprise. The City will also consider providing incentives to encourage the expansion of existing Gardner businesses.
- C. Financial Capacity: An applicant must demonstrate the financial capacity to complete the project, as well as provide evidence of adequate financial stability to reasonably assure ongoing compliance with the performance criteria associated with any abatement granted for the project. The City's financial advisor shall make recommendations to City staff and Governing Body as to an applicant's financial stability.
- D. Targeted area: An abatement adjustment of up to 15%, for a total of 65%, may be considered for projects that locate in targeted areas. The targeted areas are generally described as: (1) approximately 445 acres located along US 56 Highway west of Waverly Road as outlined in red on the map attached as *Exhibit A*; and (2) the north side of I-35 and Gardner Road interchange. The Governing Body may exceed the 15% adjustment for any project it determines to be of extraordinary benefit to the City.
- E. Warehouse Distribution and Logistics Projects: The primary locations in which the Governing Body will consider providing property tax abatements for qualifying warehouse distribution and logistics-type development projects will be: (1) approximately 239 acres located north of US 56 Highway and east and west of Clare road as outlined in red on the map attached as *Exhibit B*; and (2) Midwest Commerce Center. An abatement adjustment may be considered for projects locating in these areas.
- F. Sales Tax Exemption on Property Financed with Bond Proceeds: The City will consider on a case by case basis issuance of industrial revenue bonds for the sole purpose of enabling a project to obtain exemption from sales tax on tangible personal property or services used or consumed in construction of the Project (with no real property tax abatement).
- G. Maintain Existing Tax Base: To facilitate new development, the City and the Southwest Johnson County Economic Development Corporation shall assist new and expanding industries that invest in new buildings, building expansion, or acquire new machinery and equipment. However, the amount of property taxes or special assessments on the existing land and facilities shall under no circumstances

be reduced for new development projects. Granting of the application shall not result in the City, Johnson County (the "County"), or Unified School District No. 231 (the "School District"), or any other taxing jurisdiction affected by the abatement receiving less tax revenue from the abated property than was received prior to the abatement.

- H. Definition of New Business: The business is new to the City or has not had facilities and operations in the City for a period of not more than one year.
- I. Definition of Existing Business: The business shall have had facilities and operations in the City for a period of not less than one year prior to submitting an application for issuance of industrial revenue bonds in accordance with this policy.

SECTION TWO: ABATEMENT CRITERIA AND ADJUSTMENTS. It is the intention of the City that all projects receiving abatement meet the criteria that are detailed below. Failure to meet the standards set below may result in a decrease in the total abatement percentage available to a project. Adjustments made to increase the total abatement amount are intended as an extra incentive to exceed certain criteria.

- A. Employment – Wages: The amount and diversity of additional employment opportunities to be provided shall be a primary consideration. The project must pay "above average" wages for all full time jobs in that industry classification based upon the most recent Johnson County average wage rate conducted by the Johnson County Economic Research Institute, Inc. In addition, the number of employees may also be taken into consideration. Depending upon the project's conformance to this criterion, an increase or decrease in the abatement of up to 10% may be considered.
- B. Location: The Governing Body will give favorable consideration for a business that will be located in the targeted areas defined in Paragraphs D and E in Section One. An abatement adjustment may be considered for projects that meet this criterion.
- C. Design Criteria: The City will, at its sole discretion, require higher design standards for the design of buildings and materials used for projects receiving property tax abatement. The compatibility of the location of the business with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services will be a consideration. The project must be environmentally acceptable to the location intended as well as the surrounding area. Preference will be given to businesses that do their own pretreatment or do not require extensive environmental controls. The proposed use must be clean, nonpolluting, and consistent with all policies, ordinances, and codes.

SECTION THREE: TERM OF ABATEMENT. The abatement period for a project approved under this Resolution shall be determined by the amount of new capital investment in the City. Capital investment shall include expenditures for land, building or personal property subject to ad valorem taxation. The normal term of abatement for each project is determined according to the following schedule, unless a different term is established by the Governing Body pursuant to Section Eight herein:

New Business

<u>Capital Investment</u>	<u>Normal Term</u>
\$2.0 million but less than \$5.0 million.....	5 years
\$5.0 million but less than \$8.0 million.....	7 years
\$8.0 million or greater.....	10 years

Existing Business

<u>Capital Investment</u>	<u>Normal Term</u>
\$2.0 million but less than \$2.5 million.....	5 years
\$2.5 million but less than \$4.0 million.....	7 years
\$4.0 million or greater.....	10 years

The abatement term for projects considered under authority of Section 13 of Article 11 of the Kansas Constitution shall begin in the calendar year after the calendar year in which the business commences its operations or the calendar year in which expansion of an existing business is 100% completed, as the case requires. The abatement term for projects considered under authority of K.S.A. 12-1740 through 12-1749 and 79-201a shall begin in the calendar year after the calendar year in which the bonds are issued.

SECTION FOUR: PROCEDURE. The City shall consider granting a tax exemption pursuant to this Resolution after receipt of a completed application from the applicant in a form prescribed by the City together with the application fee. The application shall be submitted in sufficient time for staff to follow required or established procedures for publication of notice, to review the project site plans and building elevations, to prepare and/or review a cost-benefit analysis, and to contact representatives of the School District.

Based on each application and such additional information as may be requested by the City, the City shall prepare or cause to be prepared a cost-benefit analysis of the proposed exemption on the City and State of Kansas, including the effect of the exemption on state revenues, which analysis shall be used by the Governing Body in considering the request for abatement. In making its decision, the Governing Body may also consider any fiscal and/or economic impact analyses performed by the School District.

The City shall contact representatives of the School District to discuss an application that includes a request for tax abatements. The contact shall be made with the School District representatives prior to the Governing Body's discussion of the application and abatement request. The Governing Body shall consider the School District's feedback and input in reviewing such requests.

The Governing Body shall conduct a public hearing prior to formal action on each resolution of intent. The public hearing shall be scheduled at least seven days after publication of notice. Notice of the hearing shall also be sent to the governing bodies of the County and the School District in the manner required by law.

SECTION FIVE: PERFORMANCE AGREEMENT. Any tax exemption granted pursuant to this Resolution shall be accompanied by a performance agreement between the applicant and/or lessee and the City which is subject to annual review and determination by the City that the

conditions qualifying the business for the exemption continue to exist. The City shall review information provided by the Company, lessee, County, and/or state to determine compliance with the agreement. If the City finds that the business or project is not in compliance, then the tax exemption may be modified pursuant to the performance agreement or eliminated, as the Governing Body deems appropriate. The County Assessor and the Board of Tax Appeals shall be notified of such action.

SECTION SIX: APPLICATION AND ORIGINATION FEES AND ADDITIONAL COSTS.
The Governing Body shall establish the following fees:

	New Business	Existing Business
Non-refundable application fee	\$2,000	\$1,000

Origination Fee: For projects requesting tax abatement, the City shall receive an origination fee of 1% of the par amount of bonds being issued or the amount of constitutional tax abatement being requested. Such fee will be used exclusively for local economic development activities but shall not be used to pay any administrative costs of the City. The fee shall be due and payable at the time the bonds are issued, or for constitutional tax abatements, at the time the ordinance is passed exempting the property from taxation.

Waiver of Fees: These fees may be reduced or waived by the Governing Body if the application is for a project that will be located in the targeted areas defined in Paragraphs D and E in Section One, or for any other project the Governing Body deems to have extraordinary benefit to the City.

Additional Costs: The applicant shall pay all actual administrative costs associated with the property tax abatement. These costs include the preparation of the cost-benefit analysis, all legal publication notices, and application fees to the Board of Tax Appeals, the City's bond counsel fees, and all other miscellaneous costs.

SECTION SEVEN: APPRAISED VALUATION OBJECTIVE. The Governing Body desires to increase the City's non-residential tax base to preserve and enhance the City's fiscal capacity to provide public infrastructure and services necessary to support economic development.

SECTION EIGHT: AUTHORITY OF THE GOVERNING BODY. The Governing Body reserves the right to deviate from any policy or procedure set forth in this Policy other than procedural requirements of State law when it considers such action to be in the best interest of the City of Gardner.

SECTION NINE: SUPPLEMENT TO AND AMENDMENT OF ECODEV POLICY. The Director of Business and Economic Development and the City Clerk are hereby authorized to take such action as may be necessary to supplement and amend the City's EcoDev Policy to include the provisions contained in this Resolution. In the event of any conflict or inconsistency between the existing EcoDev Policy and the provisions of this Resolution, the provisions of this Resolution shall control. The EcoDev Policy as previously adopted by motions of the Governing Body on April 20, 2015 and February 15, 2016 is hereby amended to conform to the provisions of this Resolution.

SECTION TEN: EFFECTIVE DATE. This Resolution shall take effect upon its adoption by the Governing Body of the City.

ADOPTED by the Governing Body of the City of Gardner, Kansas this 6th day of April, 2020.

SIGNED by the Mayor this 6th day of April, 2020.

CITY OF GARDNER, KANSAS

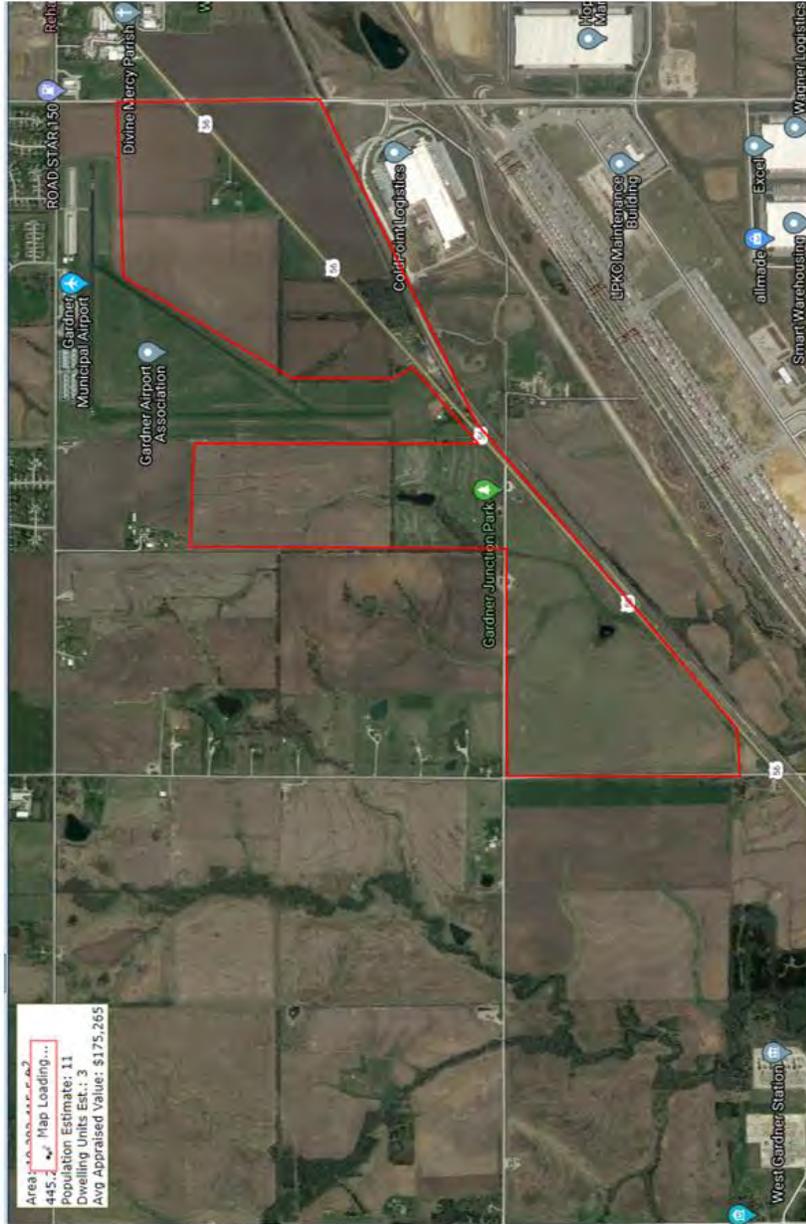
(SEAL)

Steve Shute, Mayor

Attest:

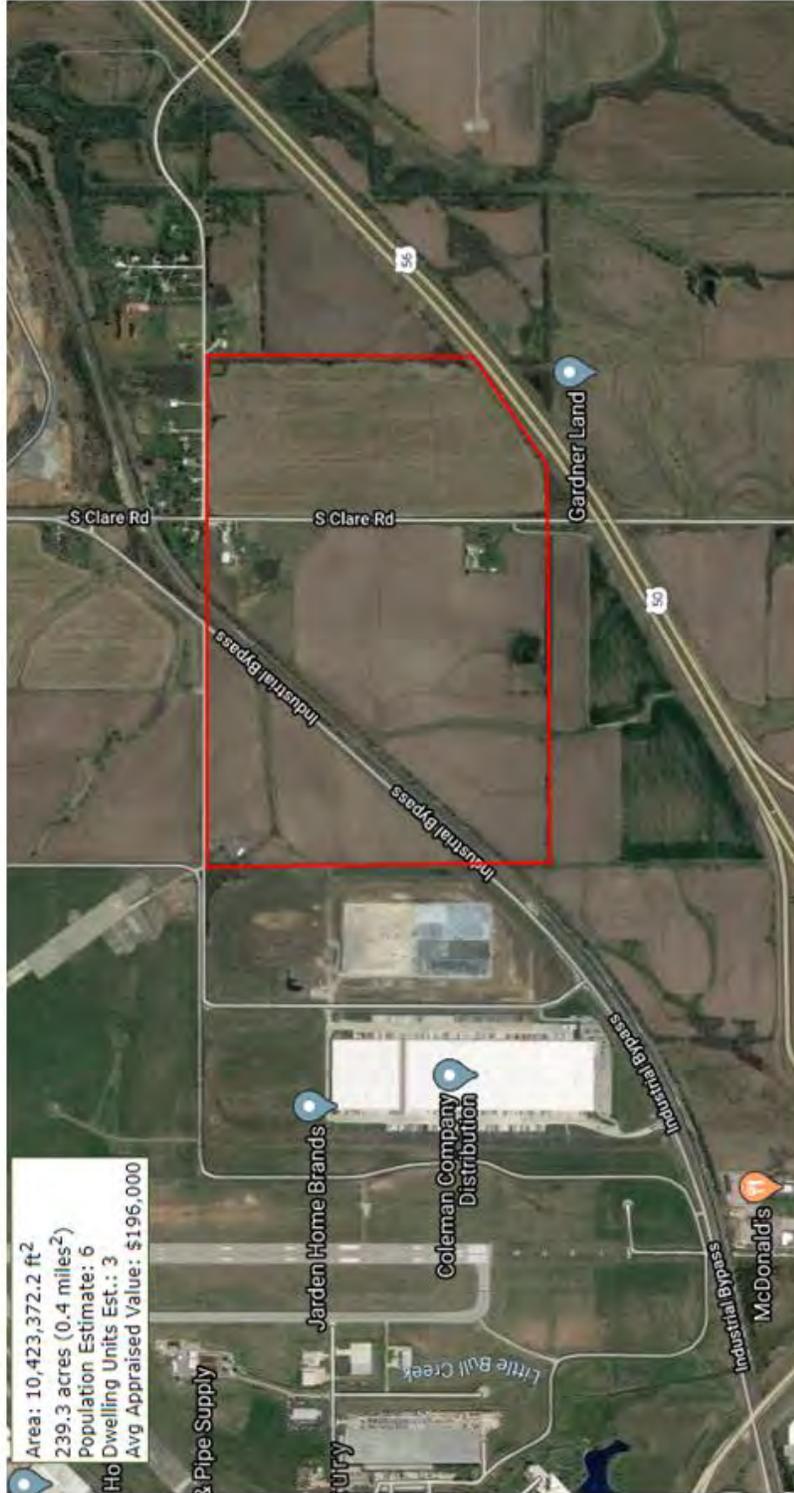
Sharon Rose, City Clerk

EXHIBIT A



Approximately 445 acres on west side of City

EXHIBIT B



East side of Gardner approximately 239 acres.

COUNCIL ACTION FORM**NEW BUSINESS ITEM NO. 5****MEETING DATE: APRIL 6, 2020****STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

Agenda Item: Consider accepting and authorizing payment for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project

Strategic Priority: Infrastructure and Asset Management

Department: Utility Department – Water Division

Staff Recommendation:

Staff and consultants recommend accepting easements and authorizing payments totaling \$50,050.00 for the new raw water main as part of the Hillsdale Expansion Project, CIP WA-2102.

Background/Description of Item:

As part of the Hillsdale Water Treatment Plant expansion project, a new 24” raw water transmission main must be constructed to provide the water treatment plant with enough effluent water to treat at the proposed improvement levels. While reviewing the existing raw water transmission main and designing the improvements during the Phase I portion of the contract, it was determined that additional permanent and temporary easements would be required to construct the new 24” raw waterline.

Since October 2019, Burns & McDonnell-CAS Constructors have been in negotiations with property owners for easements required for the construction of the raw water transmission line. Settlements have been agreed upon by the following property owners:

Landowner Name	Easement Type	Length, ft.	Settlement	Comments
Victoria Anne Loveall / Victoria A. Hill	Permanent / Temporary / Pond Consent	1936.17	\$33,650.00	Documents signed
Gregory S. & Angie M. Richardson	Temporary	330.96	\$3,500.00	Documents signed
Dennis S. & Joan E. Rodgers	Temporary	1112.41	\$2,200.00	Documents signed
Michael Paul & Carla Rose Brock	Temporary	486.14	\$2,500.00	Pending documents
Jeffrey L. & Kathy Fehrle Waller	Permanent	293.27	\$8,200.00	Documents signed
Theodore E. & Elizabeth C. Beauchamp	Permanent	172.47		Settlement pending
Larry W. & Janice R. Medlin	Permanent	651.69		Settlement pending

TOTAL \$50,050.00

Financial Impact:

The payments for these easements will be made from Hillsdale Expansion Project, CIP WA-2102.

Attachments included:

- a. Easement Agreements (5)
- b. Pond Consent Agreement

Suggested Motion:

Accept and authorize payment for permanent and temporary construction easements and pond consent agreement for the new raw water main as part of the Hillsdale Expansion Project

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 2020 by and between **Victoria Anne Loveall**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire _____, 20____, or as otherwise agreed upon between the parties.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

By: Victoria Anne Loveall

Printed Name: VICTORIA A Loveall
VICTORIA ANNE LOVEALL

By: _____

Printed Name: _____

Street Address: 22817 S Moonlight Rd

City, State & Zip: Spring Hill, KS 66083

GRANTEE:

**CITY OF GARDNER, KANSAS,
A Municipal Corporation**

By: _____
Jim Pruetting, City Administrator

ATTEST:

(SEAL)

Sharon Rose, City Clerk

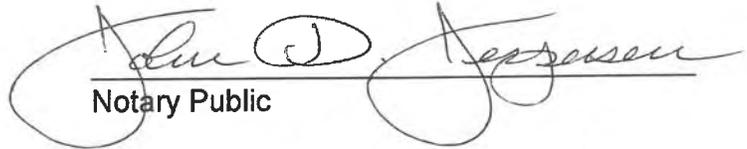


ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **Victoria Anne Loveall**, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Corporation.

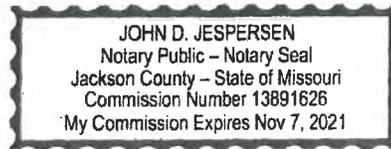
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Notary Public

My Appointment Expires:

11 / 07 / 2021



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Jim Pruetting**, City Administrator of the City of Gardner, Kansas, and **Sharon Rose**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:



AGREEMENT:

I am the Property Owner of record for 22817 Moonlight Road Spring Hill, KS 66083 (address) and I hereby agree to allow the City of Gardner, Kansas and its Contractor(s) to construct a residuals-handling lagoon within 100-feet of my north property line.

PROPERTY OWNER

Date: 01-17-2020

Printed Name: Victoria A Loveall

Signature: Victoria A Loveall

PROPERTY OWNER

Date: _____

Printed Name: _____

Signature: _____



January 16, 2019

Victoria A. Loveall
22817 Moonlight Road
Spring Hill, KS 66083

RE: City of Gardner, KS - Hillsdale Water Treatment Plant Project

Dear Ms. Loveall,

The City of Gardner, Kansas (“the City”) has experienced water shortages and instituted water use restrictions during peak demand periods. To improve and expand water resources in the area, the City is undertaking an expansion of the Hillsdale Water Treatment Plant (“Project”). As part of this expansion, the City will construct a new residuals-handling lagoon to store and dewater solids removed from the water in the treatment process.

The City submitted and received provisional approval from the Bureau of Water (BOW) at the Kansas Department of Health and Environment (KDHE) for the construction of the lagoon. KDHE regulates based on the Kansas Minimum Standards of Design (MSD) and the Kansas Administrative Regulations. The MSD requires that an aerobic lagoon be located a minimum of 500-feet from the nearest habitable structure and 100-feet minimum from the property line, as measured from the normal operating level, to minimize the potential for nuisance conditions associated with lagoons. However, the type of waste to be directed to the residuals are inert solids and water, not putrescible wastes that the design standards were written for.

Due to site constraints and the required volume of residuals storage, there is not available space on the site outside of the required property offsets. The City’s current proposed plan has the lagoon 58-feet from the property line and the toe of the slope no less than 20 feet from the property line, with existing land features, such as existing ground slope within 10 feet of the property line, re-graded to allow for placement of a drainage feature, as requested. This area is currently occupied with a septic polishing pond and a small holding pond. The septic polishing pond will be removed and replaced with a larger non-discharging septic holding tank. The holding pond will be removed, and flow directed to this pond will be sent directly to the proposed lagoon.

Once the proposed lagoon is in operation, it is anticipated the residuals in the lagoon will be cleaned out on a biannual basis. The City of Gardner is required to notify KDHE of lagoon cleaning and testing activities. As a courtesy, the City will also attempt to notify you prior to cleaning activities.

(Continued)



At present, the existing grade on your property, adjacent to the proposed lagoon, ranges from an elevation of 999 feet to 1,004 feet. The proposed height of the lagoon is at an elevation of 1,013 feet with a normal maximum water elevation of 1,011 feet. The maximum water elevation will be maintained through active drainage controls and overflow of the lagoon is not anticipated.

To convey stormwater runoff from the City's property to the creek west of the proposed lagoon, a drainage swale will be graded between the toe of the slope and the property line. The lagoon slopes and the drainage swale will be planted with grass to prevent soil erosion. As overflow of the lagoon is not anticipated, this drainage feature will convey direct collected stormwater away from your property line. All lagoon features, including the drainage swale, will be maintained by the City of Gardner. Please note that at the City will not disturb your property during the construction or operation of the lagoon.

In response to your additional questions, we submit the following:

You mentioned the City of Gardner's promise to your father that that plant would not expand in the future. While the City is unable to locate any records of this agreement, we wish to operate in accord with that understanding. By gaining your permission to relocate the lagoon to the south east corner of the property, we'll be able to optimize the space on which the WTP currently operates for many years to come.

We understand your concerns with exterior illumination and will continue to minimize the use of non- necessary lighting at night. However, as the water treatment plant is an industrial site, exterior lighting must comply with the Life Safety Code of the National Fire Protection Association, also known as NFPA 101, as well as State of Kansas regulations. These measures are necessary to safeguard plant employees.

All lighting required for the new facilities at the treatment plant will be of a similar nature to the existing facilities. This generally includes downlights at door exits for egress and task lighting at outdoor features. The task lighting is on a switch and will only be lit when operators are performing maintenance. Please note, the treatment plant is not staffed 24/7 and maintenance performed after hours is done only in urgent, time sensitive situations.

There is no exterior lighting required for ongoing operation of the lagoon. This includes, but is not limited to, lighting on fences, gates or poles. Furthermore, no additional, unnecessary lighting has been installed or is planned to be installed for construction purposes.

In your letter, you note the potential for issues with mosquitoes and vermin. This has not been an issue at the Hillsdale WTP. Beyond the property setback, which requires your permission for the lagoon to be located within 100' of your property, the City of Gardner meets or exceeds Kansas Department of Health and Environment (KDHE) operational requirements.

(Continued)



If permission to build the lagoon is granted, the City will maintain the lagoon and adjacent drainage swale for the life of the facility. As there will be no new drainage or lagoon features on your land, and as the lagoon is not expected to overflow, the City does not anticipate the need to enter your property for the purpose of maintenance or corrective action.

Regarding your concerns with erosion: the natural features of your land are such that heavy rain fall is directed along the existing stream on the northern portion of your property. Though this erosion is not the result of plant or lagoon operations, we would be happy to assist you with erosion control. Our project team, having reviewed this portion of your property with you, sees two areas which could be repaired or reinforced. The first area would be just south of the City's fence line, where it appears the stream on your property overflows during high water flow. The second location is the culvert crossing, where the City can place rock to stabilize the stream bank.

If, in the future, you suspect plant operations are causing erosion or other impacts to your property, a representative of the City of Gardner will gladly meet with you to assess the situation and determine the best course of action.

We also appreciate your request that landscape and architectural design features be taken into consideration. The Miami County Planning and Zoning Department mandates certain design, construction and maintenance standards. However, as the WTP is an industrial site, the opportunities for non-functional landscape or architectural features are limited. As such, we encourage you to submit a request for compensation that would allow you to plant and maintain trees that would function as a visual barrier on your property. Please note: any trees you plant would be your property, and as stated earlier, the City would not enter your property for maintenance activities.

Since the proposed lagoon location will be within 100-feet of the property line, KDHE requires the City obtain your permission to construct and operate this lagoon. As agreed, a payment of \$26,000 will be made to you by the City of Gardner in exchange for your permission.

(Continued)



If this meets with your approval, please sign the agreement below. If you have any specific questions or concerns, please contact Chris Deffenbaugh at (816) 823-6215 or contact him by email at cdeffenbaugh@burnsmcd.com

Sincerely,

A handwritten signature in blue ink that reads 'Jeff LeMire'.

Jeffrey LeMire
Senior Staff Engineer
Water & Wastewater
City of Gardner, Kansas

A handwritten signature in black ink that reads 'Chris Deffenbaugh'.

Chris Deffenbaugh
Senior Public Involvement Specialist
Burns & McDonnell

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 2020 by and between **Victoria A. Hill**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire _____, 20____, or as otherwise agreed upon between the parties.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

By:

Victoria A. Hill-Loveall

Printed Name:

Victoria A Hill-Loveall

By: _____

Printed Name: _____

Street Address:

22817 S. Moonlight

City, State & Zip:

Spring Hill, KS 66083

GRANTEE:

**CITY OF GARDNER, KANSAS,
A Municipal Corporation**

By: _____
Jim Pruetting, City Administrator

ATTEST:

(SEAL)

Sharon Rose, City Clerk



ACKNOWLEDGMENT

STATE OF KS)
) ss:
COUNTY OF Johnson

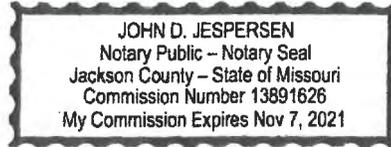
BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **Victoria A. Hill**, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.


Notary Public

My Appointment Expires:

11/07/2021



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Jim Pruetting**, City Administrator of the City of Gardner, Kansas, and **Sharon Rose**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 3rd day of March, 2020, by and between **Gregory S. Richardson and Angie M. Richardson**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire _____, 20____, or as otherwise agreed upon between the parties.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

By: Angie Richardson

Printed Name: Angie Richardson

By: Greg Richardson

Printed Name: GREG RICHARDSON

Street Address: 27418 W 235th

City, State & Zip: Spring Hill KS 66083

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
Jim Pruetting, City Administrator

ATTEST:

(SEAL)

Sharon Rose, City Clerk

ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Miami) ss:

BE IT REMEMBERED, that on this 3rd day of March, 2020 before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **Gregory S. Richardson and Angie M. Richardson**, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Jessie Shay
Notary Public
NOTARY PUBLIC JESSIE SHAY
STATE OF KANSAS My Appt. Exp. 9/22/20

My Appointment Expires:
9/22/20

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Jim Pruetting**, City Administrator of the City of Gardner, Kansas, and **Sharon Rose**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 26th day of February, 2020 by and between **Dennis S. Rodgers and Joan E. Rodgers**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above described real estate.

This Temporary Construction Easement shall commence upon the date listed above and shall expire April 15, 2022, or as otherwise agreed upon between the parties.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

By: *Dennis S. Rodgers*

Printed Name: *Dennis S. Rodgers*

By: *Jean E. Rodgers*

Printed Name: *Jean E. Rodgers*

Street Address: *27696 W. 235th St.*

City, State & Zip: *Spring Hill, KS 66083*

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
Jim Pruetting, City Administrator

ATTEST:

(SEAL)

Sharon Rose, City Clerk

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 26 day of February, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **Dennis S. Rodgers and Joan E. Rodgers**, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Alice M. Sheldon
Notary Public

My Appointment Expires:

11-14-21



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Jim Pruetting**, City Administrator of the City of Gardner, Kansas, and **Sharon Rose**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

PERMANENT UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this 5th day of March, 2020, by and between **Jeffrey L. Waller**, acting pursuant to the powers to convey realty granted under said trust, its successors, administrators, and assigns, hereinafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Miami, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for public utility lines, including but not limited to water, telephone, gas, electricity, cable, storm sewer, sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Miami, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

**SECTION TWO
RESTRICTED USE BY GRANTOR**

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not allow or construct or permit to be constructed any structure, trees, overhanging tree branches or landscaping, or obstructions on or over the above described easement area or interfere with the construction, maintenance, or operation of utility lines and appurtenance constructed pursuant to this instrument. Grantee and any public utility company, or their agents, shall have the right to trim back any overhanging tree branches and landscaping to the main trunk located on Grantor's property.

**SECTION THREE
WARRANTY OF TITLE**

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

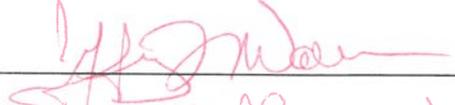
SECTION FOUR

EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

By: 

Printed Name: Jeffrey L. Walter

By: _____

Printed Name: _____

Street Address: 23311 Moonlight Rd

City, State & Zip: Spring Hill, ks 66083

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
Jim Pruetting, City Administrator

ATTEST:

Sharon Rose, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 5th day of March, 2020 before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **Jeffrey L. Waller**, to me personally known to be the identical persons who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Notary Public

My Appointment Expires:

7/2/2020



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Jim Pruetting**, City Administrator of the City of Gardner, Kansas, and **Sharon Rose**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

City of Gardner, KS

Council Actions

April 6, 2020

The City Council took the following actions at the April 6, 2020, meeting:

1. Proclaimed the month of April 2020 as Autism Awareness and Acceptance Month in the city of Gardner, Kansas.
2. Held a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Gardner Spring Derby at the Johnson County Fairgrounds
3. Approved the minutes as written for the regular meeting held March 16, 2020. (Passed unanimously)
4. Approved the minutes as written for the special meeting held March 30, 2020. (Passed unanimously)
5. Approved City expenditures prepared March 12, 2020 in the amount of \$921,065.87; and March 18, 2020 in the amount of \$111,296.56; and March 20, 2020 in the amount of \$1,317,926.28; and March 23, 2020 in the amount of \$17,904.00; and March 27, 2020 in the amount of \$435,875.56. (Passed unanimously)
6. Authorized the purchase of a replacement K9 bite suit. (Passed unanimously)
7. Approved the issuance of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2020. (Passed unanimously)
8. Authorized the payments of the amounts for acquisition by condemnation of real property interest in fee simple, permanent utility easement, and temporary construction easement (Passed unanimously)
9. Approved the sale of capacity to Dogwood Energy Facility. (Passed unanimously)
10. Authorized the purchase of a new track-loader for the Water Resource Recovery Facility (Passed unanimously)
11. Authorized the Vacation and Release of a Sanitary Sewer Easement in Willow Brooke Estates VI. (Passed unanimously)
12. Approved a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Gardner Spring Derby at the Johnson County Fairgrounds. (Passed unanimously)
13. Adopted Resolution No. 2051, a resolution authorizing the public sale of approximately \$29,150,000 of principal amount of General Obligation Bonds of the City of Gardner, Kansas. (Passed unanimously)
14. Adopted Ordinance No. 2655, an ordinance approving the description and survey of lands necessary for constructing, reconstructing and maintaining of public utility improvements, designated in Resolution No. 1990. (Passed unanimously)
15. Adopted Resolution No. 2052, a resolution establishing a policy relating to property tax abatements for new and existing businesses. (Passed unanimously)
16. Accepted and authorize payment for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project. (Passed unanimously)