AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, May 4, 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 May 4, 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. Mayor's Commendation "Spirit of Gardner" Award Recognizing Kerry Hamel
2. Proclaim May 3-9, 2020 as "Drinking Water Week" in the City of Gardner
3 Proclaim May 10-16, 2020 as "Police Week" in the City of Gardner
4. Gardner Destination Downtown
5. 2021-2022 Budget Requests

PUBLIC HEARING

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 April 20, 2020.
2. Standing approval of City expenditures prepared April 15, 2020 in the amount of $13,250.00; and April17, 2020 in the amount of $448,506.64; and April 24, 2020 in the amount of $1,695,791.73.
3 Consider authorizing the execution of a construction contract for the Tuscan Farms Sanitary Sewer Lift Station
4. Consider authorizing a task order agreement for construction services for internal improvements in the City of Gardner
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

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving amendments to the Cover and Chapters 1, 3, 4, 5, 9, 10, and 11 of the *City of Gardner Comprehensive Plan*, and adopting the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance authorizing the issuance and delivery of $[29,150,000] principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due
2. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $[29,150,000] principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City

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, May 4, 2020
7:00 p.m.

3. Consider adopting an Ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (taxable under federal law), Series 2020 (Main Street Market Place), in the principal amount of not to exceed $9,500,000 for the purpose of financing the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds
4. Consider adopting a resolution authorizing the adoption and execution of an amended and restated benefit plan

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, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, for more than 40 years the American Water Works Association and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim May 3-9, 2020 as

Drinking Water Week

in the City of Gardner, Kansas, and urge citizens to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 4th day of May, 2020.

CITY OF GARDNER, KANSAS

_____
Steve Shute, Mayor

(SEAL)

Attest:

_____
Sharon Rose, City Clerk

PROCLAMATION

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that all members of the Gardner Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the members of the Gardner Police Department are known for their faithful and loyal devotion and dedication to the preserving of the peace and safety of every man, woman and child living in our fine City; and

WHEREAS, the police officers of Gardner, Kansas are engaged in a difficult and sometimes dangerous profession, which at times can lead to injury or even death; and

WHEREAS, the police officers of Gardner, Kansas unceasingly provide a vital public service to ensure we do sleep peacefully at night; and

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim May 10-16, 2020 as

Police Week

in the City of Gardner, Kansas and urge all citizens to reflect on the ways in which our lives have been touched by the peace officers who stand guard over our neighborhoods and to participate in the tributes to the memory of those officers who have lost their lives in the line of duty.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 4th day of May, 2020.

CITY OF GARDNER, KANSAS

_____
Steve Shute, Mayor

(SEAL)

Attest:

_____
Sharon Rose, City Clerk

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 4**

MEETING DATE: MAY 4, 2020

STAFF CONTACT: LARRY POWELL, BUSINESS & ECO DEV DIRECTOR

Agenda Item: Gardner Destination Downtown Plan

Strategic Priority: Economic Development, Fiscal Stewardship, Quality of Life, Asset and Infrastructure Management

Department: Business & Economic Development

Background/Description of Item:

Business & Economic Director Larry Powell and the City's consultant will present the Gardner Destination Downtown Plan to the Governing Body.

GARDNER KANSAS
Blazing New Trails

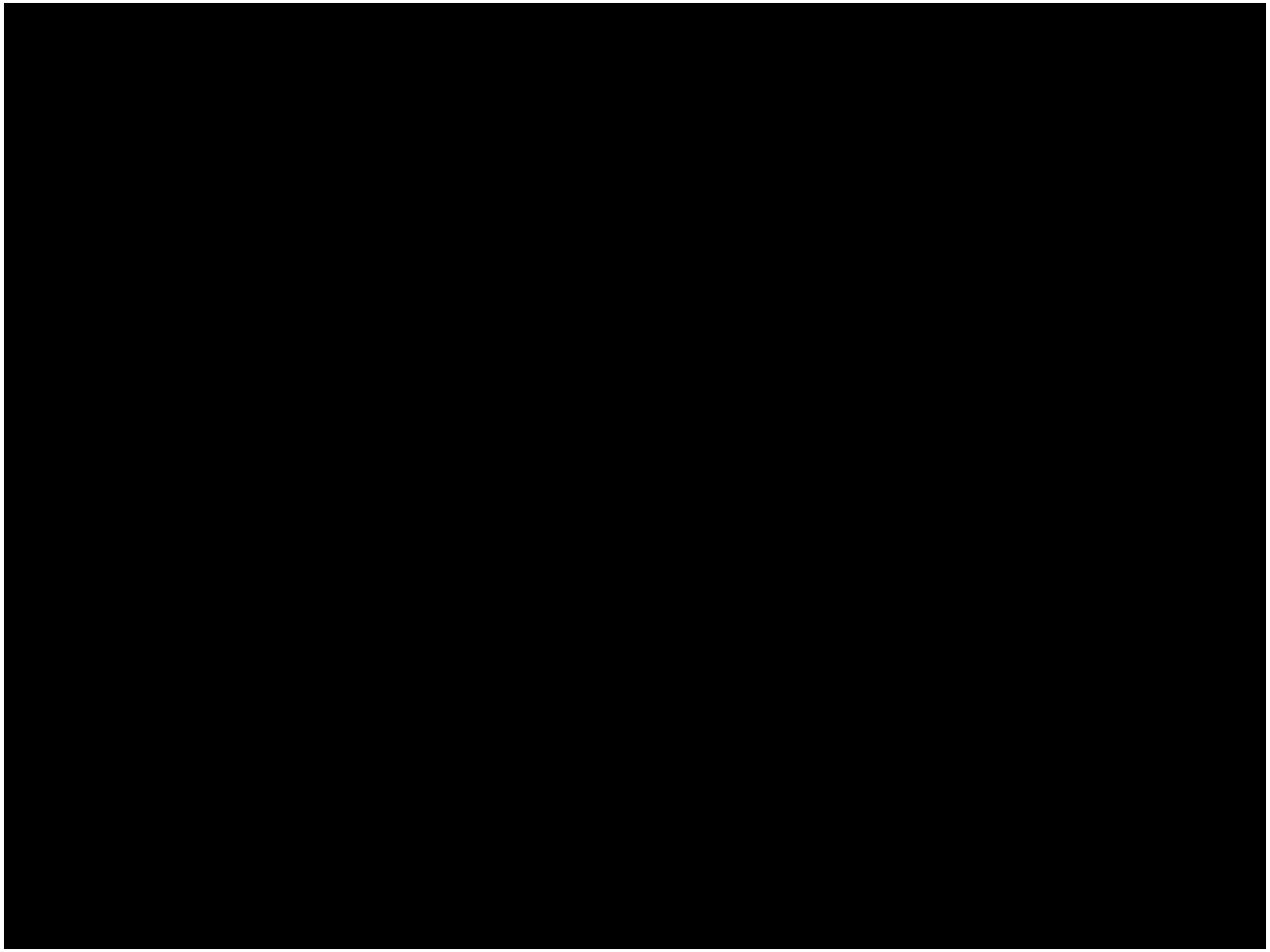
Presentation 1:

Gardner Destination Downtown Plan – Intro

Gardner Main Street Corridor Plan

Figure 2.02 - Subareas along Main Street Corridor

Gardner Corridor Video



Gardner Destination Downtown Plan

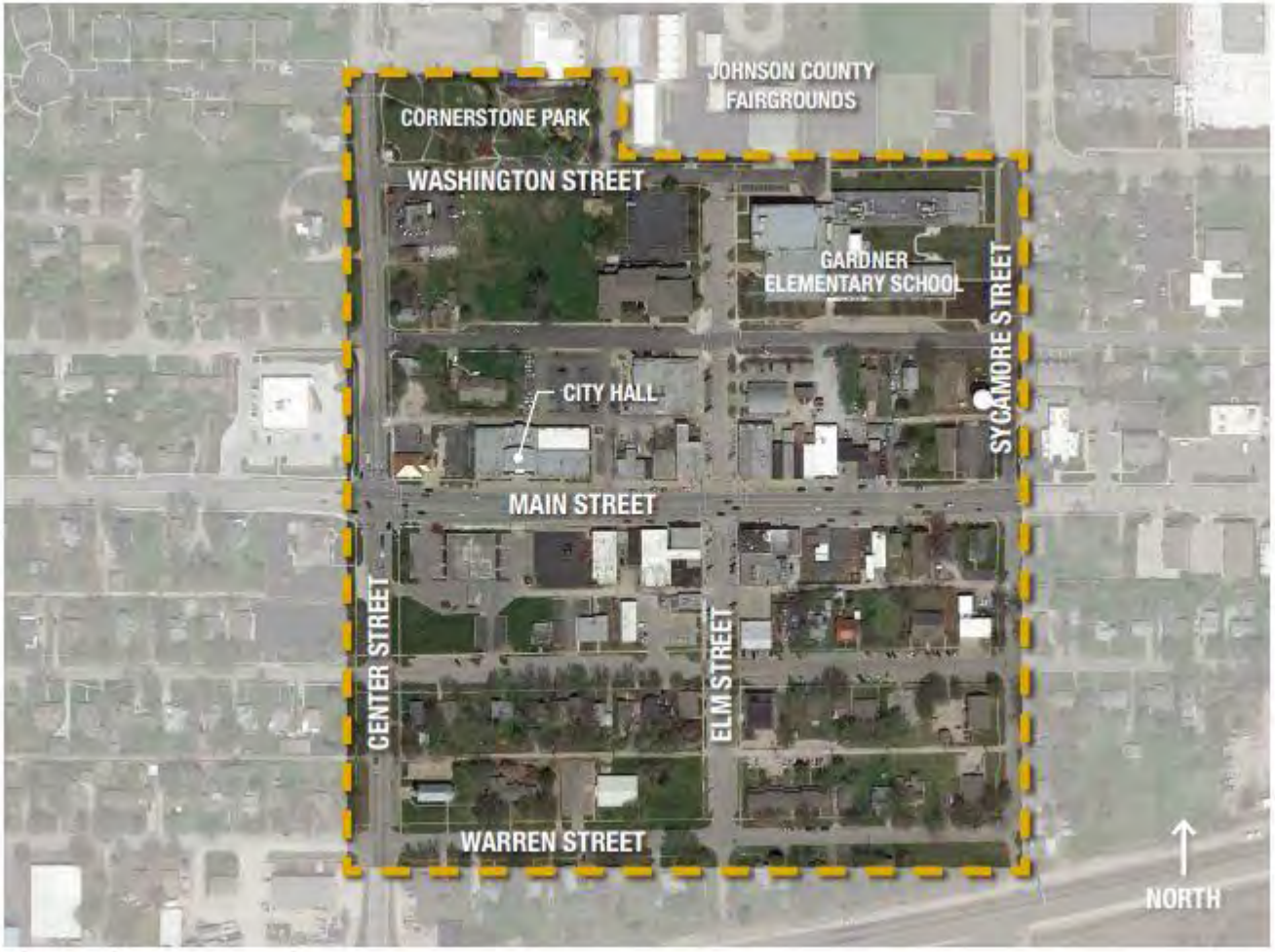
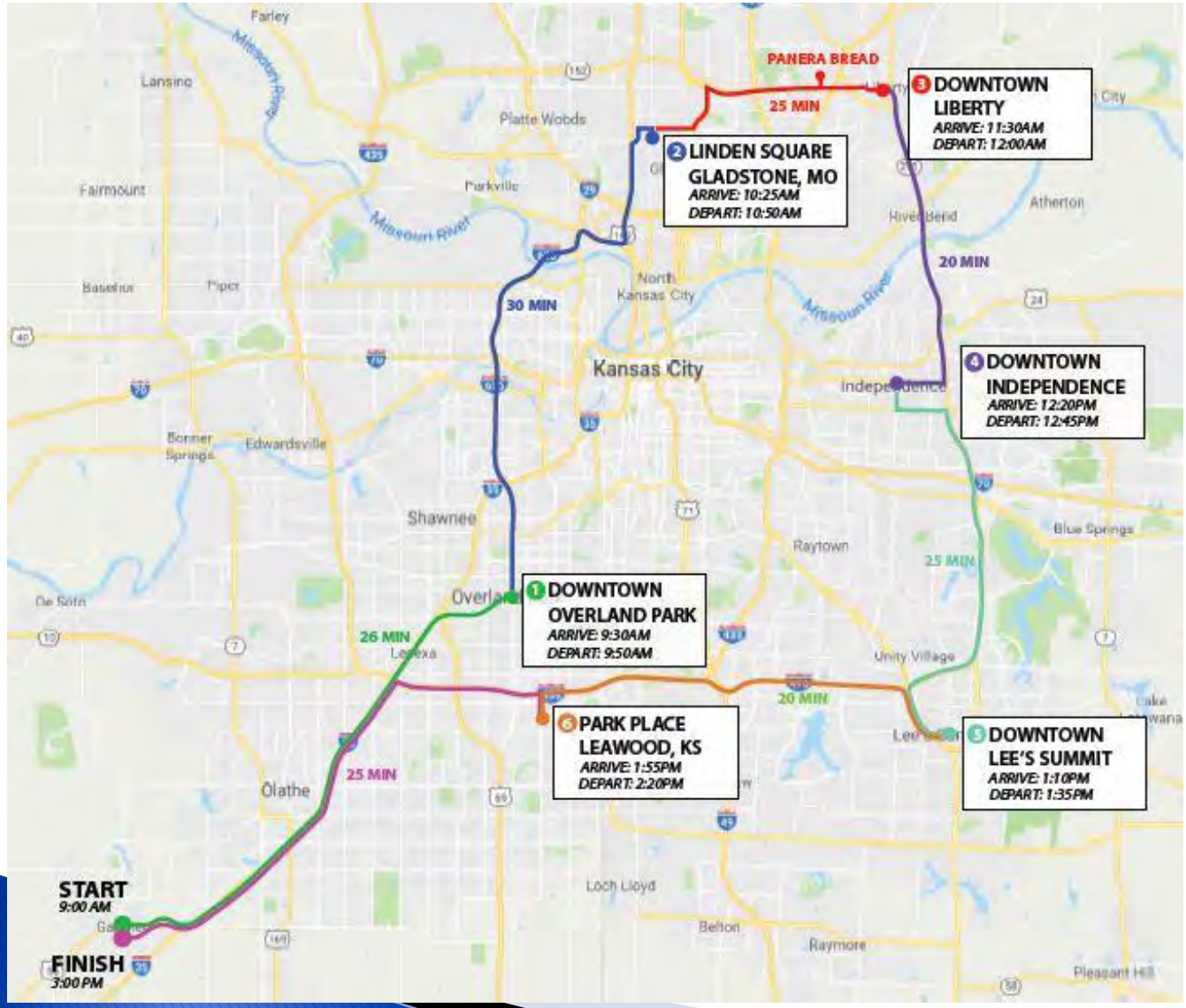
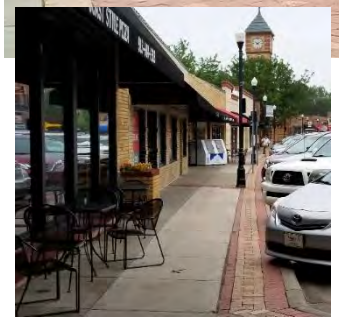


Figure 1.05 - Project Area

Public Engagement – Bus Tour



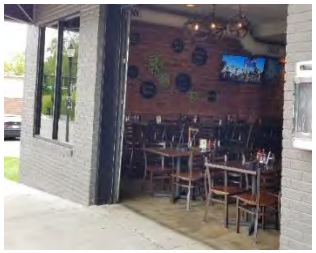


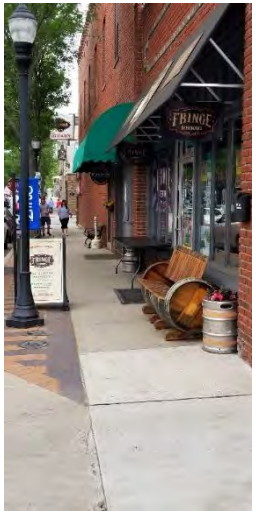
Downtown, Overland Park KS

Linden Square, Gladstone MO

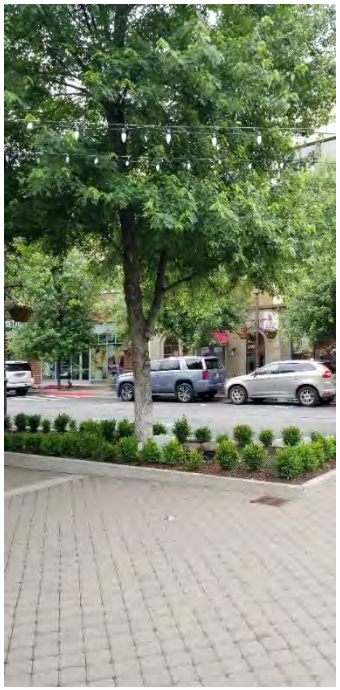
Downtown,
Liberty MO

Uptown Market
Independence, MO





Downtown, Lees Summit, MO



Park Place, Leawood KS

Public Engagement

Public Engagement– Walk ‘N Roll

GARDNER KANSAS
Blazing New Trails

GARDNER DESTINATION DOWNTOWN

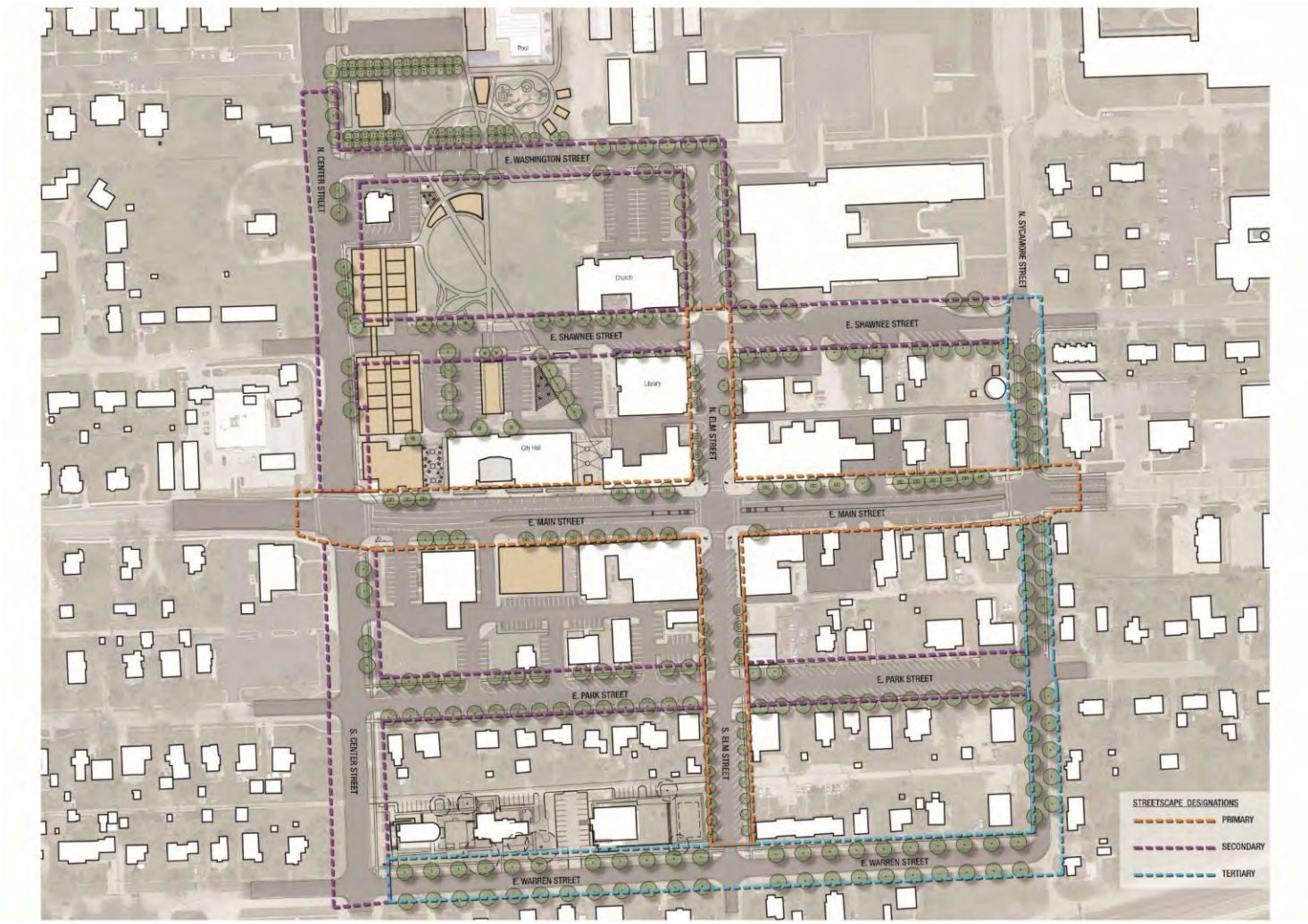
May 4, 2020

CNA Collins Noteis & Associates, LC
Urban planning, community development and government affairs

CONFLUENCE

WILSON & COMPANY

Streetscape Design Strategy



Primary

Secondary

Tertiary

CONFLUENCE
CNA Collins Noteis & Associates, LC
WILSON & COMPANY

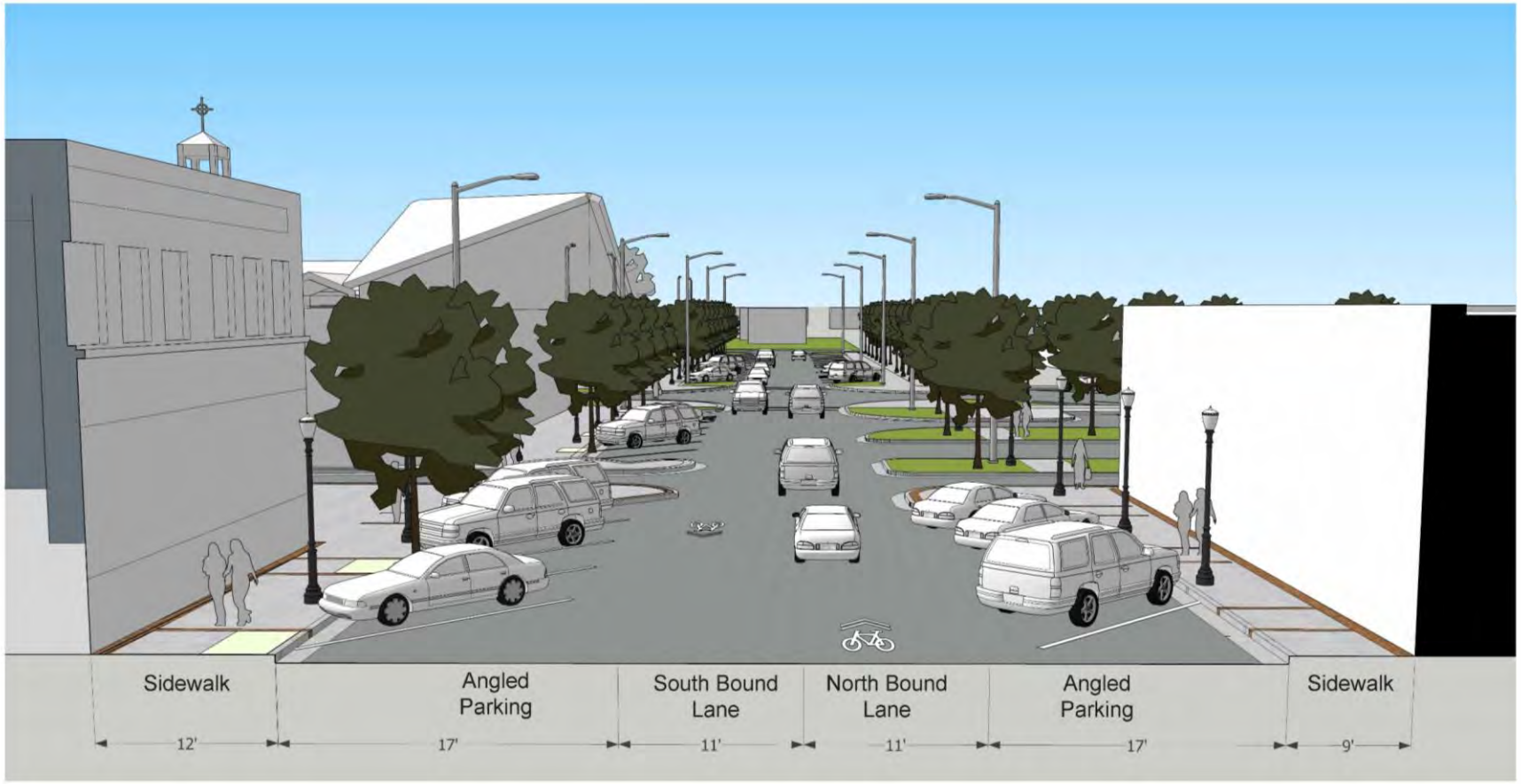
Streetscape Design Strategy

Primary Street – Main Street

CONFLUENCE
CNA Collins Noteis & Associates, LC
WILSON & COMPANY

Streetscape Design Strategy

Primary Street – Elm Street



Streetscape Design Strategy

Secondary Street – Shawnee Street

CONFLUENCE
CNA Collins Noteis & Associates, LLC
WILSON & COMPANY

Streetscape Design Strategy

Tertiary Street – Sycamore Street

Streetscape Design Strategy

Proposed Kit-of-Parts

CONFLUENCE
CNA Collins Noteis & Associates, LC
WILSON & COMPANY

Streetscape Design Strategy

Main + Elm Intersection

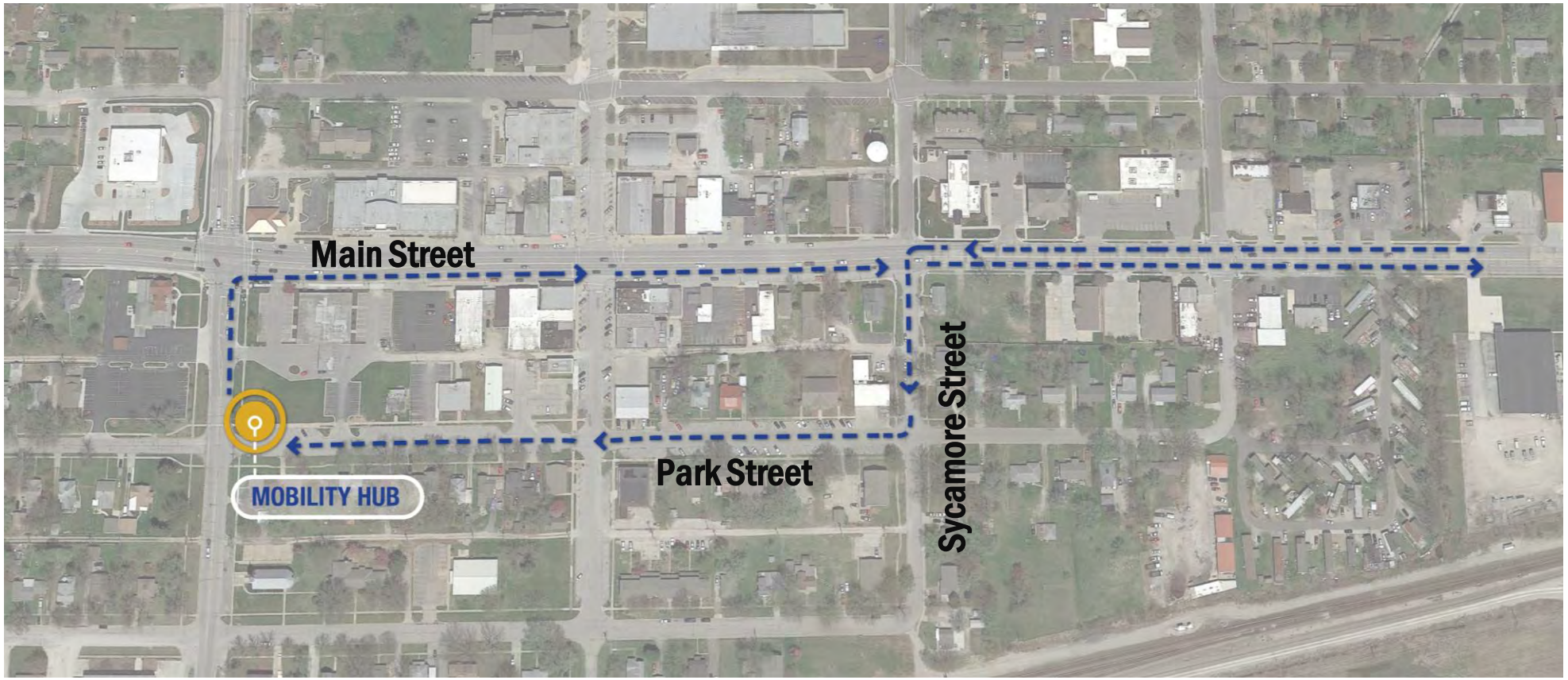
Streetscape Design Strategy

Main + Elm Intersection

CONFLUENCE
CNA Collins Noteis & Associates, LLC
WILSON & COMPANY

Mobility Hub

Proposed Bus Route



Mobility Hub

Mobility Hub

The Downtown Master Plan

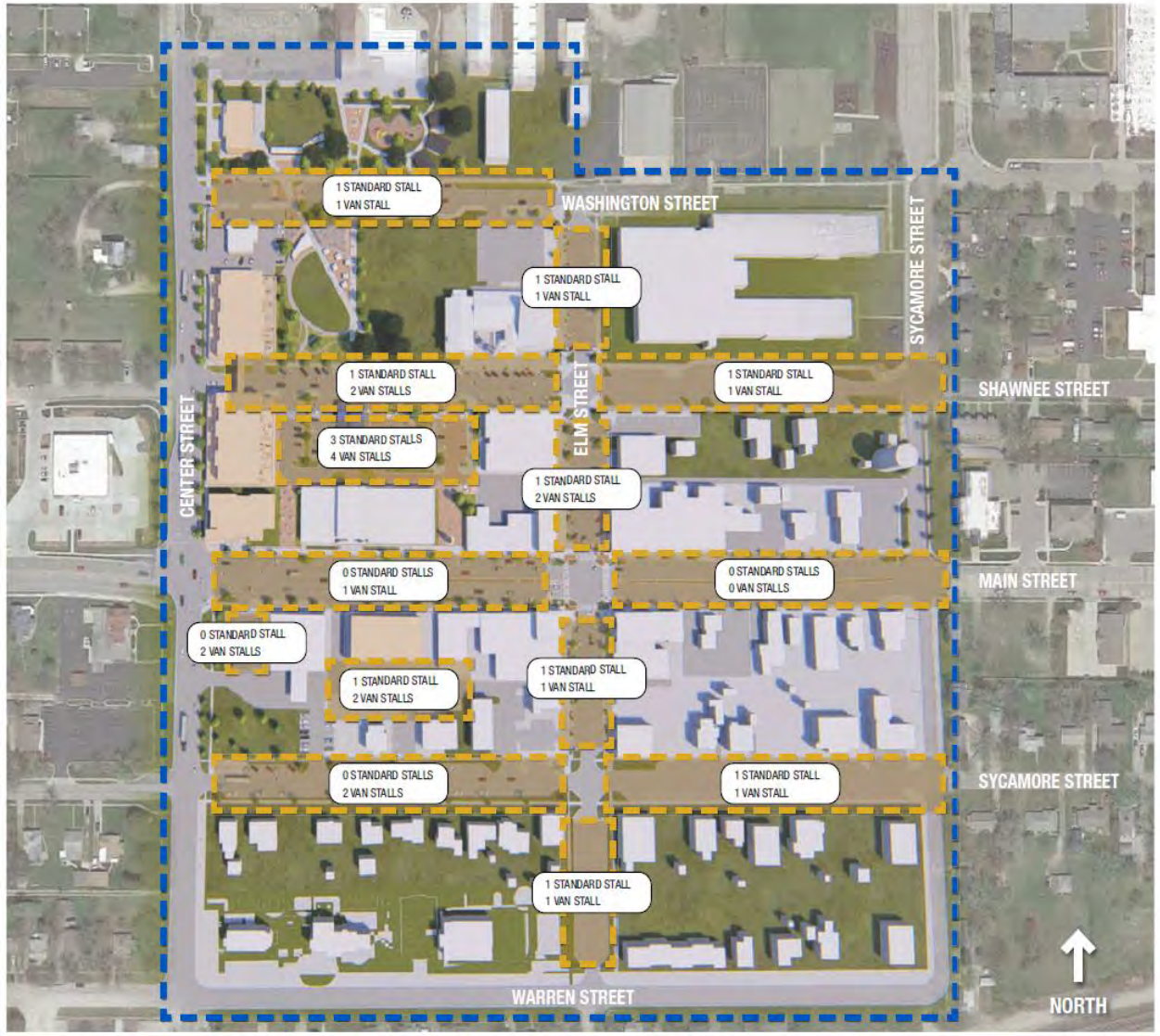
CONFLUENCE
CNA Collins Noteis & Associates, LLC
WILSON & COMPANY

ADA Parking

"Walk & Roll" Findings

Several of the parking related items noted in the Walk & Roll inventory process included:

- Lack of on-street ADA parking spaces.
- Proximity of on-street ADA parking spaces to business entrances.
- Non-compliant cross-slope and quality of ADA stall pavement (Elm St).
- Lack of 36" of clear path from ADA stall surface to sidewalk.



Green Space Design Strategy

Green Space Design Strategy

Green Space Design Strategy

Green Space Design Strategy

Green Space Design Strategy

Green Space Design Strategy

Implementation

1 CORNERSTONE PARK

1A. Multi-Purpose Community Building

Approximately 3,400 SF, The size of the multi-purpose community building can vary to accommodate final program.

1B. Park Improvements

Pathway realignment, revamped inclusive playground, interactive water feature, enhanced landscape, park pavilions.

2 CIVC GREEN

2A. Property Acquisition

Area TBD.

2B. Park Construction

Pathway construction, amphitheater performance structure, overhead trellises, hardscape plazas, botanical gardens, site furnishings.

3 CITY HALL PLAZA

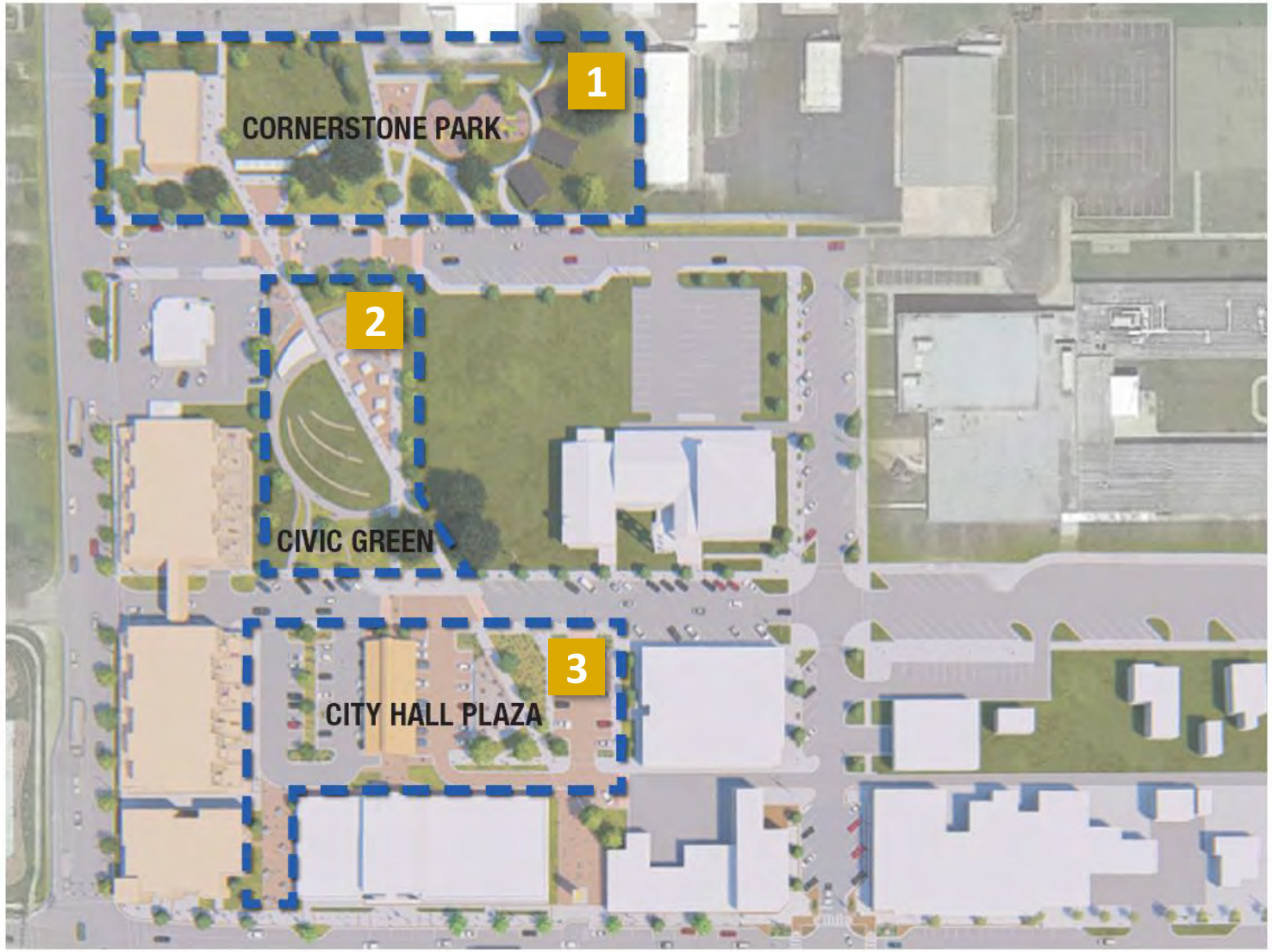
3A. Property Acquisition

Area TBD.

3B. Plaza Construction

Parking lot construction, green infrastructure, hardscape plazas, enhanced landscaping, site furnishings.

3C. Public Market Shed



Implementation

1 MAIN STREET

Street improvements (Center to Sycamore). Where necessary, Main Street is recommended to be reconstructed and raised to alleviate ADA accessibility issues into Main Street businesses and address current sidewalk / ramp conditions that do not meet ADA standards.

**Installation of Primary Street streetscape elements.*

Installation of center median.

Construction of vertical monument east of City Hall.

2 ELM STREET

2A. *Street improvements (Washington to Main). Where necessary, Elm Street is recommended to be reconstructed and raised to alleviate ADA accessibility issues where possible.*

Reconfigure widths of driving lanes, diagonal parking and sidewalks. Application of bike boulevard street markings and signage.

Installation of Primary Street streetscape elements.

2B. *Street Improvements (Main to Warren). Improved sidewalks and installation of Primary Street streetscape elements. Application of bike boulevard street markings and signage.*

3 PARK STREET

3A. *Mobility Hub.*

3B. *Street improvements (Center to Elm). Improved sidewalks and installation of Secondary Street streetscape elements.*

3C. *Street improvements (Elm to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements.*

4 SHAWNEE STREET

4A. *Street improvements (Center to Elm). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of road tables at pedestrian crossings. Additional diagonal parking spaces along north side of street. Application of bike boulevard street markings and signage.*

4B. *Street improvements (Elm to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements. Application of bike boulevard street markings and signage.*

5 WASHINGTON STREET

Street improvements (Center to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of road tables at pedestrian crossings. Additional diagonal parking spaces along south side of street. Application of bike boulevard street markings and signage.

6 CENTER STREET

6A. *Street improvements (Washington to Main). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of off-street bike facility.*

6B. *Street improvements (Main to Warren). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of off-street bike facility.*

7 WARREN STREET

Street improvements (Center to Sycamore). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage.

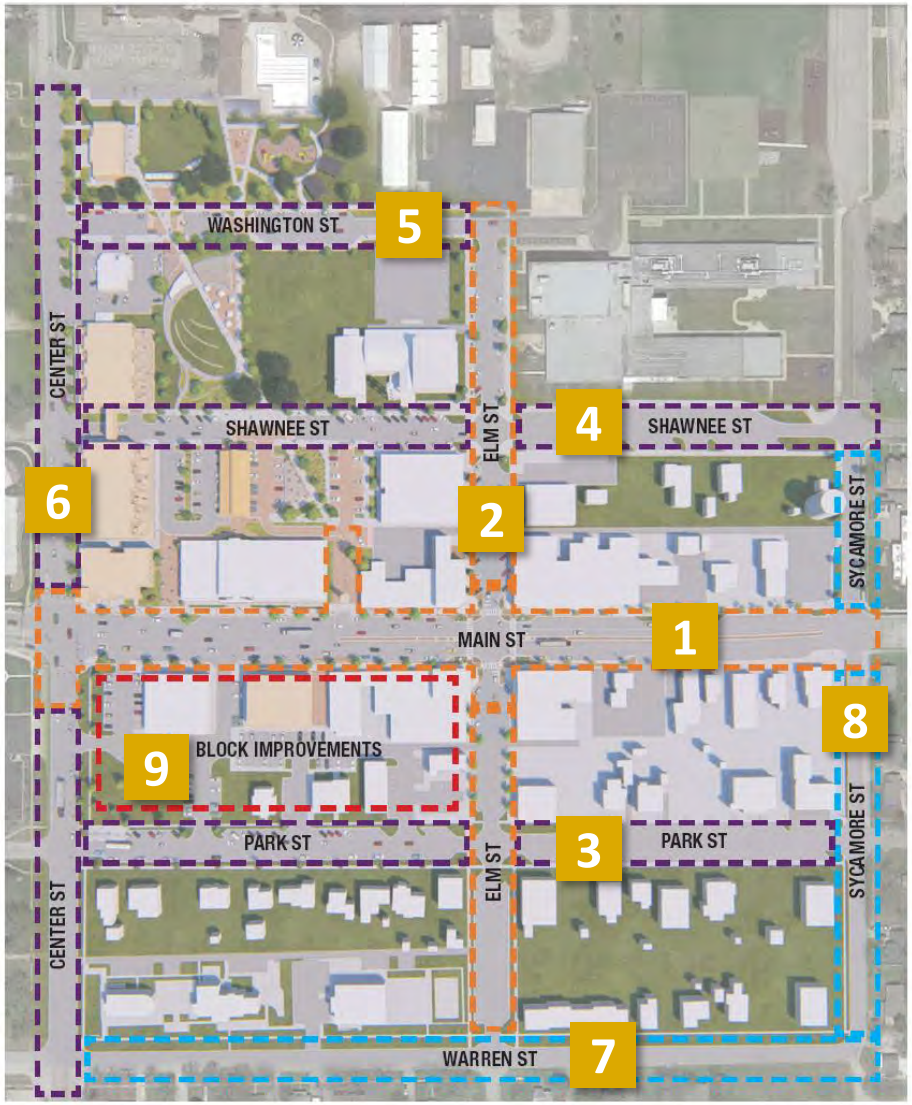
8 SYCAMORE STREET

8A. *Street improvements (Shawnee to Main). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage. On-street parking will remain unchanged.*

8B. *Street improvements (Main to Warren). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage. On-street parking will remain unchanged.*

9 BLOCK IMPROVEMENTS (SOUTH OF MAIN ST.)

9A. *Parking lot consolidation improvements.*



Implementation

POTENTIAL FUNDING SOURCES			
TA	Transportation Alternatives: Transportation Enhancement	Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals.	80% Federal / 20% Local (20% minimum)
ED	Economic Development	Funds transportation improvements to recruit new businesses and encourage growth of existing businesses.	25% minimum local match preferred
AM	Access Management	Promotes safe, efficient traffic flow on the Kansas State Highway system while allowing for reasonable access to adjacent properties. This program includes access planning and construction components.	Access Planning - 33.3% minimum local match prefered. Construction Program - Construction phase of selected projects at 100%, up to a maximum of $2,000,000. Other associated costs are not eligible for reimbursement.
CCLIP	City Connecting Link Improvement Program - Surface Preservation	Intended to address deficiencies in or extend the life of the driving surface.	Minimum local match 0 - 25% depending on the size of the City. Maximum state share for Surface Preservation: $300,000.

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 5**

MEETING DATE: MAY 4, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2021-2022 Budget Requests

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Finance Director Matthew Wolff will present the 2021 and 2022 budget requests for the Gardner Chamber of Commerce and Southwest Johnson County EDC. Greg Martinette, President and CEO of Southwest Johnson County EDC, and Jason Camis, President and CEO of Gardner Chamber of Commerce, will be available at the meeting.

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2020 – 71
April 20, 2020

The City Council of the City of Gardner, Kansas met in regular session on April 20, 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; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Public Works Director Michael Kramer; Finance Director Matthew Wolff; Parks and Recreation Director Jason Bruce; City Attorney Ryan Denk; 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

1. Earth Day 2020

Mayor Shute read into record a proclamation that April 22, 2020 be known as Earth Day in the City of Gardner, Kansas

2. South Wastewater Treatment Plant

Utilities Director Gonzalo Garcia presented a need for a south wastewater treatment facility. The Kill Creek Wastewater Treatment Plant was built in 2002 with a design capacity of 2.5 million gallons per day (MGD), but can peak to 7.5, and operators have gotten as much as 9MGD. Garcia showed a graph illustrating the daily average influent from 2015-2019. The wastewater mast plan was updated in 2017. The consultants identified 17 projects for collection and transfer of future wastewater to Kill Creek. Garcia displayed a table for projects from 2020-2028 totaling $31.54 million. In addition, there is a Kill Creek expansion with a cost of $16.8 million proposed for 2032. The master plan also provided an alternative to locate a new wastewater facility south of I-35, on 191st St or 199th St., with a .75MGD capacity. Garcia shared a cost comparison illustrating three options: sending all the flow to Kill Creek and two options for a south wastewater plant. Sending all the waste to Kill Creek will include expanding the existing facility and adding sewer lines to provide capacity will cost $32.5 million. Alternative 1, putting a plant next to the south lift station, is $30.1 million. Alternative 2, putting a plant on 199th St is $30.8 million. Garcia notes these numbers are reference, but have changed. In 2009, JoCo Wastewater finalized the Bull Creek watershed study, including 4 cities, and over 50,000 acres. The study was to provide guidance for development of the collection system and treatment. Staff met with them in January and were told they didn't have enough capacity for Gardner at this time and they weren't implementing the results of the study because it was too costly. In 2019, the city annexed 261 acres for Prairie Trace/Grata and 800 acres along 199th St. There is a possible 5000 acres over the next several years. State and federal law requires anti-degradation study for any new or expanded discharges from NPDES that result in lower water quality. Staff retained HDR for that study. The proposed a package plant to KDHE, but that was not favorable, and they suggested the city look at ways to send it to Edgerton or back to Kill Creek or to Johnson County. The study offered 5 alternatives: a new South WWTP, pump flows to Kill Creek Water Resource Recovery Plant, pump flows to JCW's New Century WWTP, pump flows to Edgerton's Big Bull Creek WWTP, Non-degrading Alternative. Garcia showed near-term alternatives for serving the Prairie Trace/Grata development, which is either pumping to the East lift station or installing a gravity main along Cedar Niles and pumping to the South lift station. The second option is good for the future, but will take too long to implement in the timeframe allowed for Grata, so they will use the first option. Garcia provided more details about the 5 alternatives, providing that the only feasible alternatives are Alternatives 1-3. KDHE requires 3 alternatives, they started with 5. Garcia broke down the Net Present Value of Capital for the three alternatives, with Alternative 1, new South Wastewater plant as the most

cost-effective. Garcia compared costs from the original master plan (all waste to Kill Creek), the new master plan (South Wastewater plant), and the South Wastewater plant anti-degradation study. This comparison showed that the South Wastewater Plant Anti-degradation is lowest at $27.9 million. This is not 2.5, staff requested from HDR is to get that if they can do the new facility in phases, start with 1.25 then go to 2.5 then to 5 MGD. The cause for the new facility that's due to the capacity, which went from .75 MGD to 1.25, they will use a level of technology to keep nitrogen and phosphorus levels low. Mayor Shute said that's because there's already Bull Creek that's feeding Hillsdale. Garcia confirmed. Garcia continued with an action plan recommendation - based on anti-degradation study and KDHE recommendations - begin preliminary design and construction cost estimate, identify optimum location for new plant, acquire necessary easements for gravity main all in 2020, and then begin gravity main and plant construction in 2021.

Councilmember Gregorcyk noted that no one knows what the east side of i-35 will be, and asked would Alternative 1 handle future needs as that area develops? Director Garcia confirmed. Mayor Shute said that's why they are doing this in modular phases, can enhance system with growth. They don't want unused capacity, the great amount of effluent, the more efficiently it can be processed. Councilmember Melton asked what about partnering with another city on another plant? Mayor Shute discussions have been started, there has been some interest from Spring Hill for an equity partnership on the plant. They would split representation based on investment and they would send a portion of their effluent to this plant. Melton asked how does the rest of the governing body feel about that? Councilmember Winters said if it's done correctly, he sees no issue. Shute said it would allow them to leverage the infrastructure and get more effluent to it and get economies of scale going. They won't say they control the plant and not let the partner have a say. An equity partnership comes with equity representation. Winters asked if they upscaled Kill Creek, how much more can that be upgraded? Director Garcia said it's $30 million dollars just on the infrastructure to send the waste to Kill Creek. Winters asked how large of an expansion? Garcia said that is just for the lines, additional interceptors so $47 million. Shute said they'd have to put that money into lines regardless, either high capacity forcemains and interceptors or gravity lines. Gravity lines are less expensive if the lines are longer because per square foot of marginal distance is a better value. Councilmember Baldwin noted that a gravity line in an open field is better than upgrading forcemains through the city. Shute asked how is the city's bonding capacity for making this work? It was discussed in CIP. Director Garcia said the 17 projects were included in the rate study, those funds have been put in the rate study, resulting in a rate increase in 2025. Shute said they based that on the higher cost of getting the Kill Creek plant into place. Baldwin said the $30 million is to 2028, the extra $16 million isn't in that, it's a wash. Shute said it depends on what happens east side of 35. Opening that development is worth it. Baldwin noted offloading the east lift station would be good too. Shute said they can change pumps and take effluent on the east side and pump it to the south plant once it's online. Gregorcyk noted that56 Highway, both to the south and to the north are downhill. Garcia confirmed. The idea was to split the city in north and south, and they are looking at using 56, but they may have to go to 183rd as the dividing line and send all the sewer from 183rd to the plant, and everything else will go to Kill Creek.

PUBLIC HEARING

PUBLIC COMMENTS

Mark and Jane Flora-Swick, 18373 Mimosa Ct. – Thank you for the generous decision to give relief to Gardner citizens on their electric bill for March. The kindness is greatly appreciated and speaks of support for the individual families of the community. Thank you for the care and concern.

Mila Sevedge, 617 N. Cedar St. – Thank you so much for the kind consideration and generosity in waiving the electricity expenses for March due to the COVID issues. What a beautiful example of community.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on April 6, 2020.**
2. **Standing approval of City expenditures prepared April 3, 2020 in the amount of $807,795.85; and April 9, 2020 in the amount of $292,300.00; and April 10, 2020 in the amount of $540,500.79; and April 10,**

2020 in the amount of $3,347.03.

3 **Consider authorizing the execution of a master services consulting agreement with American Fidelity Administration, LLC., including a statement of work for patient protection and Affordable Care Act (ACA) compliance**

4. **Consider a recommendation to file an application to extend electric service with the Kansas Corporation Commission**

5. **Consider authorizing the execution of an agreement with HSA Bank for the initiation of debit and credit entries for COBRA premiums to and from the City of Gardner's account**

Councilmember Winters made a motion to approve Consent Agenda.

Councilmember Gregorcyk Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving a rezoning of 38.6 acres from the R-1 District to the R-2 District for Breckenwood Creek located .4 miles north of 175th Street, along Kill Creek Road

Business & Economic Development Director Larry Powell shared that this is an infill development occurring along the north side of St. John's Trace and the subdivision to the east connecting to Madison St. It is zoned R1 and going to an R2 district to family residential. The reason for the change is that it's been in the city long-term and is underdeveloped. It's part of a leftover tract from Prairiebrooke. It's a narrow, L-shaped property, has water running through it, and has some bridging to be done on Madison going to the west. It was purchased and the owner is willing to put in small single-family cottage type housing. This requires a rezoning to R2. There are no duplexes planned for this development. The Planning Commission received a specific set of guidelines in order to develop this property. Those guidelines all delineate single-family housing, no duplexes or triplexes or any multi-family housing.

Councilmember Winters said he's happy to see this; it's a good fit for this area. He's excited to see St. John's connected to the rest of the city. Is there a timeline on Madison connecting? When do they plan to do that part of the project? Director Powell said that was a point of great interest. Staff tried to negotiate that into the first phase, but because the cash flow requirements to build the bridge are substantial, they could not do it at this time. It will be done in the 3rd phase. If they meet their timeline, 18-24 months is their estimate. Staff offered what they could in terms of assistance. The owner considered moving it in the first phase, they tried hard, but the cash flow projections for the bridge and road is $650,000, and that's a large amount of money to put into the bridge and road, along with the development for the rest of the project. Winters asked if there was a way the city could push it faster, offer specials? Powell said the city offered incentives on what they could, but that would require the owner to plan everything at the same time. They have to plat in phases. The owner and the city both felt they had done their best, but both understood it wasn't going to happen at this time. Councilmember Melton said he has talked to them and they wanted to do it now, but strictly based on the numbers, they have so much outlay up front with roads and utilities, they can't risk it. They can't get the bridge in and then not be able to finish the development. Shute said they will develop the first phase and how the cash flow comes with the sales. Melton said if they sell well, they'll adjust. Powell said they they can advance their timeline, and staff will work with them. Shute asked what is the price point on these narrow lot units, smaller homes? He assumes they are limited maintenance for an empty nester. Powell said these are cottage homes, meant for starter families or retired people, or anyone in the open market, in the $250,000 range. Shute said they will sell well. Melton agreed. Winters asked if similar to the ones behind Moonlight Plaza, just to the west of Moonlight and Madison? Powell said they would be a similar size, but that housing is a different timeline. These will be more modern, nicely built. Shute said some will have dedicated

driveways, some will have shared driveways. Powell confirmed, stating the unique design capacity is in order to save space and to use compact lot design. About 40% of them will share driveway entrance, then split to the separate homes. The land savings aspect allows for slight larger homes on those lots than they otherwise could. Shute agrees with Winters, they need to offer an accelerator to get Madison built out after a year or when there's been movement of inventory. Councilmember Gregorcyk asked will these homes have basements? Powell said a majority will be slab, but some will have a small walk-out basement. The ones closer to the wetlands will not have basements

Councilmember Melton made a motion to accept the recommendation of the Planning Commission and approve an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2656.

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

2. Consider adopting an ordinance approving a rezoning of 100.4 acres from County and PEC3 District to City of Gardner District C-3 for Prairie Trace located at the southeast corner of W 175th Street and Interstate 35

Business & Economic Development Director Larry Powell noted that the next three items are rezoning items for the same development, Prairie Trace, so some of the information may be duplicated as they are similar in nature. These actions, upon city approval, are going to both the Airport Commission and County Commission for review. This is normal for anything within a mile of the airport. Powell continued with the first item. The Planning Commission recommends the governing body approve the application proposed providing the following conditions are met:

1. Parking, lighting and other improvements shall not conflict with airport/aircraft operations;
2. Required FAA documents, including Form 7460, shall be submitted to and approved by FAA for all aspects of the development;
3. Affidavits of Interest regarding the New Century Airport shall be filed in the chain of title of the subject properties and appropriate language for Airport Affidavits shall be included with the final plats;
4. Final plats must be reviewed and approved by the BOCC prior to filing the final plats.

These are standard for anything within a mile of the airport, not unusual recommendations. They are changing the zoning from county zoning PRB2 (planned residential neighborhood retail business) and PEC3 (planned light industrial park) to city zoning C3, commercial. Moving from planned residential business and light industrial to city zoning commercial.

Powell noted that Travis Schram, developer, is on the phone line if anyone has questions.

City Attorney Ryan Denk noted that this is a rezoning application. If anyone has had any ex parte contact, meaning contacted about this application outside of this process, it's appropriate to disclose that at this time. Shute polled the governing body, no one had ex parte contacts on this zoning.

Councilmember Melton made a motion to accept the recommendation of the Planning Commission and approve an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

DRAFT

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2657.

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

3. Consider adopting an ordinance approving a rezoning of 31.9 acres from County PRB2 and PEC3 District to City of Gardner District R-3 for Prairie Trace located at the southeast corner of W 175th Street and Interstate 35

Business & Economic Development Director Larry Powell said this is the 2nd of 3 items for this property. This is rezoning 31.9 acres from mostly a county PEC3 area and a small corner of PRB2 to city zoning R3 garden apartment district. This is along the northwest area, against the I-35 exit ramp area. This rezoning to city zoning R3 garden apartment would allow multi-level 12-16 unit apartment buildings. Powell asked Travis Schram about the total number of buildings. Schram confirmed it will be 424 units over 18 buildings. The Planning Commission recommends the governing body approve the application proposed providing the same four conditions are met as with Committee Recommendation Item 2.

Mayor Shute noted the proximity to the approach path to NCAC. Will this impede the plants for the western part of the parcel? Schram said no, he has been working with the county staff to identify the primary flight corridor. They will have a buffer determined by Planning. There is a flood plain in that corner as well, so they can open that area and make sure there's no buildings within the primary flight corridor. It's about 125 feet from the property line. Shute said it's a small strip they are considering for protection. Schram confirmed.

City Attorney Ryan Denk noted that this is a rezoning application. If anyone has had any ex parte contact, it's appropriate to disclose that at this time. Shute polled the governing body, no one had ex parte contacts on this zoning.

Councilmember Gregorcyk made a motion to accept the recommendation of the Planning Commission and approve an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2658.

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

4. Consider adopting an ordinance approving a rezoning from County RUR, PRB2, and PEC3 Districts to City of Gardner Districts RP-1 (approximately 88.2 acres) and RP-2 (approximately 48.1 acres) and associated preliminary development plan for Prairie Trace

DRAFT

Business & Economic Development Director Larry Powell said this is the 3rd of three rezoning issues for this property. Approximately 136 acres is to be rezoned to R2 single-family. There are two phases. Two final plats are already being proposed for the Planning Commission meeting this month, which will start the initial phases. One is for The Estates and one is for The Market, those are the names of the two subdivisions. There is a lengthy list of exceptions from the Planning Commission recommendations. Powell asked if anyone has questions about them. There are 17 deviation requests, which have all been reviewed by the Planning Commission listed out, plus the same four from county for the airport, totaling 21. In this case, the ordinance will not be published until approval from Airport and County Commissions. This is a request from county so they feel they have had adequate representation. The city has discussed this with the county planning staff in great detail and met with them several times, along with other county administration. The applicant has met with them several times to answer questions. This is a fully vetted project. Both the city and the applicant feel they are ready to move forward.

Mayor Shute said plat makes it more complicated because they aren't moving just the zoning, but the preliminary plat has to go to the county commission. Powell confirmed and said that's why there's an extra step, they are approving a preliminary plat plan that outlines all the deviations that have been negotiated between the city and the county. This nails down what can and can't be done on this housing area. Shute asked Schram, are these the first two phases? Schram confirmed. These are the first two phases. They are trying to build here what they've built in other cities. They are finding their way through the code to build a product that has been very successful in other municipalities. They are not reinventing the wheel with the variation requests, just doing what they've already been doing. Schram appreciates the staff that has been helping them work through this and the Planning Commission for the recommendation. The first phase will be single family, they are bringing final plat to planning commission next week. Shute said they are fast tracking, excited to get this underway. Schram said it's a big investment and they're ready to get it moving.

Mayor Shute polled the governing body about ex parte communications. Mayor Shute has had some contact on preliminary platting. City Attorney Denk said he needed to disclose if that was from a proponent or an opponent. Shute said it was a proponent. Councilmember Melton has had the same contact. Councilmember Gregorcyk has had conversations, but not to anything specific to discussions tonight.

Councilmember Melton made a motion to accept the recommendation of the Planning Commission and approve an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas, and the associated preliminary development plan.

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2659.

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

OLD BUSINESS

NEW BUSINESS

1. Consider accepting a voluntary annexation with landowner consent

Business & Economic Development Director Larry Powell said this request is unique. The house is inside city limits at Gardner Lake. They purchased the property of land between the house and lake. This type of land sale has been done several times over the several years. The homeowners wanted to extend their house onto that land, but it is

DRAFT

still in the county. The county directed them to the city, but they would have to annex. Once the city approves the annexation, they would make their request to extend their house through the city. This is .159 acre of land. Staff received signed consent from homeowner.

Councilmember Melton made a motion to accept the Voluntary Consent Annexation Agreement and Consent Annexation Request of 15415 Lake Road 3 and adopt an ordinance annexing land to the City of Gardner, Kansas.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2660.

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

2. Consider the implementation of the 2020 Electric Distribution and Line Maintenance purchasing program

Utilities Director Gonz Garcia provided background that when he came in 2015, inventory tracking was done in excel. During financial audits, it was identified a need to have a better system for inventory management. In 2018, they began using Lucity, a computerized maintenance management system. It tracks work orders and inventories. If an employee takes an item and records it being used in the work order, Lucity will deduct that item from the inventory. An inventory clerk does a physical count on a weekly basis to verify that what computer shows is what's on the shelf. Last year, the purchasing policy was revised to include exceptions for the purchase of critical inventory, or items needed on hand in order to maintain or extend the life of the asset or infrastructure. The intent was to have annual purchase authority for bulk or identified items. Attached is a list of items needed in 2020 for Electric Distribution and Line Maintenance. An example on Electric is cable sold by the foot, they suggest buying two reels, which will be $22,000, which is over the director's authority. Then there are transformers that they will need for new apartments starting construction this year. Some items are stock items, like a three-phase transformer. They have one on-hand, but it will go to the new car wash, so they are now short. Adding all the items, about half of the money spent will be for new developments, and the rest will be stock.

Mayor Shute asked for clarification that this is paid through capital fund on electric? Garcia said with commercial developments, staff invoices for the materials and equipment, and are reimbursed.

Councilmember Melton made a motion to approve the implementation of the 2020 Utilities Purchasing Program for Electric Distribution and Line Maintenance.

Councilmember Baldwin Seconded

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

COUNCIL UPDATES

City Administrator Pruetting shared updates on behalf of Public Works. Staff began patching at celebration park. The city is expecting an FAA grant to reimburse for operational costs due to COVID-19. Mayor Shute asked about the appeal on the land purchase at the airport. City Attorney Denk said they've appealed the appraiser's award, so they are entitled to a jury trial. This has been pushed back because of the pandemic.

DRAFT

Director Powell said his staff received several calls from St. John's Trace about detour signs that are still out there, but are not up. The signs are there because of the continuation of work at 175th, it may be necessary to put them back up again. Powell said he's also received calls from citizens wanting to express their appreciation to the council for the electric bill rebates. Councilmember Winters asked about the timeline on the entrance to Walgreens and new Price Chopper. Powell said the road has been removed, they are making stabilization repairs. That's the last piece between the parking lot for the new building and the existing parking lot that was just redone. The extension of Shawnee, a new entrance into that parking lot, will be refurbished at a later date. Expecting the current roadway completion in about 20 days, but there is additional highway work needed.

Director Bruce provided an update to the pool. He has been in meetings with other agencies across the state. Many agencies are waiting on recommendations from KDHE, county, state. Staff has been doing routine maintenance and cleanup, they have not filled or treated with chemicals yet. Staff will have another call with area agencies next week. They are also in communications with other agencies regarding summer sports. They are discussing what that will look like if they start later, and are planning for different scenarios so they are ready.

Director Wolff didn't have any updates. Mayor Shute thanked Amy Foster and her billing staff for their hard work on reissuing and adjusting all of the bills for the electric credit. Wolff thanked the mayor for bringing that to light. He shared that the utility billing staff has been working 10-12 hour days, weekends on this and also still taking calls and payments.

Councilmember Roberts said the mayor did an excellent job on the news story. The story represented the city well, and they didn't do it for the recognition, but the good recognition was nice.

Councilmember Melton said the council president and vice president need to get with staff to have a wastewater meeting with Edgerton. They haven't been doing them quarterly, but it's been over a year. They need to get that scheduled.

City Administrator Pruetting said he's been having two or three calls per week with county officials. They are beginning to pivot towards what steps they will take once they reopen. Staff will begin those discussions. The city is good shape. Things have been going well with remote work and communications. Mayor Shute said the city is stronger because of sound financial management. He thanked Pruetting and directors for keeping the city going.

Mayor Shute has been in discussions with the county's mayors and Commissioner Mike Brown. He has been reviewing data from the county's website. Hospitalizations and caseloads are beginning to decline. The county's stay-at-home order expires April 24 and the State's order is set to expire on May 3. Shute is exploring the idea of beginning to open back up based on the 3-phased approach from the White House starting on May 4. Shute asked for consensus from the council to start pursuing that. It doesn't mean they will, but he wants to prepare for it, take advantage of the next two weeks. It's important for Gardner citizens, the local businesses to have some certainty as to when they can expect Gardner to start opening. Council members provided consensus and agreed. Shute authorized City Administrator Pruetting to start planning. Shute will begin working on testing, getting protocols in place. They need to open again, and May 4th is reasonable. They have two weeks to prepare.

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 8:23 p.m.

_____
City Clerk

DRAFT

EXPENDITURE APPROVAL LIST
AS OF: 04/15/2020 PAYMENT DATE: 04/15/2020

VEND NO / 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
0004965	00	ANNA R RADKE FAMILY TRUST							
04142020		PI0147	007301	00	04/14/2020	130-3130-431.62-04	ACQUISITION OF PROPERTY	13,250.00	
							VENDOR TOTAL *	13,250.00	
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-
							EFT/EPAY TOTAL ***		846.00-
							TOTAL EXPENDITURES ****	13,250.00	846.00-
						GRAND TOTAL	**********		12,404.00

NEGATIVE CHECK REGISTER

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

EXPENDITURE APPROVAL LIST
AS OF: 04/17/2020 PAYMENT DATE: 04/17/2020

VEND NO / 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
0004265	00	ACCESS INFORMATION PROTECTED							
8045825		001572		00	04/17/2020	001-1150-411.31-15	OFF-SITE STORAGE	1,151.09	
							VENDOR TOTAL *	1,151.09	
0000566	00	AMERICAN TOPSOIL, INC.							
135574		001573		00	04/17/2020	521-4230-442.52-12	6 CY PULV	EFT:	96.00
135574		001574		00	04/17/2020	531-4330-443.52-12	6 CY PULV	EFT:	96.00
							VENDOR TOTAL *	.00	192.00
0001986	00	ANIXTER, INC.							
4521474-01		001586		00	04/17/2020	501-4130-441.52-31	ELBOW ARRESTORS	EFT:	85.23
4568980-00		001587		00	04/17/2020	501-4130-441.52-31	TRANSFORMER	EFT:	3,081.72
4570369-00		001588		00	04/17/2020	501-4130-441.52-31	WIRE (CABLE)	EFT:	2,909.85
4526326-00		001589		00	04/17/2020	501-4130-441.52-31	CABLE TERMINATOR	EFT:	509.45
							VENDOR TOTAL *	.00	6,586.25
0000250	00	ASPHALT SALES COMPANY							
143137		001575		00	04/17/2020	531-4330-443.52-12	ASPHALT-PH 1 I&I CASTINGS	EFT:	213.12
143119		001576		00	04/17/2020	531-4330-443.52-12	ASPHALT-SEWER MANHOLES	EFT:	224.94
							VENDOR TOTAL *	.00	438.06
0099999	00	BELL, MARY E							
000062187		UT		00	04/10/2020	501-0000-229.00-00	FINAL BILL REFUND	21.72	
							VENDOR TOTAL *	21.72	
0002847	00	BLACK HILLS ENERGY							
4848285043		0420001577		00	04/17/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,586.96
							VENDOR TOTAL *	.00	2,586.96
0004675	00	BORDER STATES INDUSTRIES INC							
919774476		001578		00	04/17/2020	501-4130-441.52-02	SEARCH LIGHT TOOL	EFT:	655.74
							VENDOR TOTAL *	.00	655.74
0004617	00	CENTRAL PLUMBING							
2-AP-1901		PI0149	007192	00	01/22/2020	551-4540-445.62-10	SEWER EXTENSION	61,804.80	
							VENDOR TOTAL *	61,804.80	
0000001	00	CENTURYLINK							
313696625	0420	001523		00	04/17/2020	001-3116-431.40-03	MONTHLY BILLING	20.11	
313696625	0420	001524		00	04/17/2020	001-3120-431.40-03	MONTHLY BILLING	37.36	
313823146	0420	001525		00	04/17/2020	521-4220-442.40-03	MONTHLY BILLING	52.20	
313014430	0420	001526		00	04/17/2020	521-4220-442.40-03	MONTHLY BILLING	351.40	
							VENDOR TOTAL *	461.07	
0001538	00	CODE PUBLISHING COMPANY							
66568		001909		00	04/17/2020	001-1150-411.31-15	WEB HOSTING FEES	EFT:	480.00
							VENDOR TOTAL *	.00	480.00
0004817	00	CONVERGEONE, INC							
IE9052774		001910		00	04/17/2020	602-1340-413.47-05	04/20 ADOBE RENEWAL	EFT:	3,143.40

VEND NO / 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
0004817	00	CONVERGEONE, INC							
							VENDOR TOTAL *	.00	3,143.40
0002825	00	EHLERS							
83153		001527		00	04/17/2020	001-1305-413.31-15	FISCAL CAPACITY ANALYSIS	EFT:	4,500.00
							VENDOR TOTAL *	.00	4,500.00
0003751	00	EVOQUA WATER TECH, LLC							
904407088		001528		00	04/17/2020	531-4320-443.31-15	CHEMICALS	EFT:	266.96
							VENDOR TOTAL *	.00	266.96
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
04012020		001529		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
04012020		001530		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
04012020		001531		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
04012020		001532		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
04012020		001533		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
04012020		001534		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
04012020		001535		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
04012020		001536		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
04012020		001537		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
04012020		001538		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
04012020		001539		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
04012020		001540		00	04/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	431.00
0002095	00	HDR ENGINEERING, INC							
1200259533		PI0151 007203		00	04/08/2020	001-3130-431.31-10	ENGINEERING	EFT:	2,684.50
							VENDOR TOTAL *	.00	2,684.50
0004271	00	IRON MOUNTAIN INC							
CNCC160		001541		00	04/17/2020	001-1150-411.31-15	MONTHLY BILLING	EFT:	47.02
							VENDOR TOTAL *	.00	47.02
0000487	00	KANSAS DEPT OF REVENUE							
140521		001911		00	04/17/2020	001-1150-411.48-01	CMB LICENSE	25.00	
							VENDOR TOTAL *	25.00	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
15271		001542		00	04/17/2020	601-1230-412.46-01	2ND QTR KMU TRAINING DUES	EFT:	3,375.00
							VENDOR TOTAL *	.00	3,375.00
0000784	00	KEY EQUIPMENT & SUPPLY CO							
259938		001912		00	04/17/2020	001-3120-431.43-02	SWEEPER REPAIR	EFT:	23.52
							VENDOR TOTAL *	.00	23.52
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2020-03		001584		00	04/17/2020	501-0000-351.13-00	DOGWOOD INJECTION	EFT:	178,999.46-
EMP1-GD-2020-03		001584		00	04/17/2020	501-4120-441.41-01	EMP1 + DOGWOOD INJECTION	EFT:	180,579.27
							VENDOR TOTAL *	.00	1,579.81
0003513	00	KMEA- DOGWOOD							

VEND NO / 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
0003513	00	KMEA- DOGWOOD							
KMEA-DG-GR-2005001584				00	04/17/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	292,643.69
							VENDOR TOTAL *	.00	292,643.69
0000805	00	KMGA GAS SUPPLY OPERATING FUND							
KMGA-GA-2020-03001579				00	04/17/2020	501-4110-441.46-02	KMGA ANNUAL DUES	EFT:	35.00
							VENDOR TOTAL *	.00	35.00
0004769	00	KRONOS SAASHR, INC							
11591445		001913		00	04/17/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,652.06
							VENDOR TOTAL *	.00	1,652.06
0004949	00	LEGAL RECORD, THE							
L85484		001543		00	04/17/2020	001-7110-471.47-01	ADVERTISING/LEGAL	15.41	
							VENDOR TOTAL *	15.41	
0002354	00	LOGAN CONTRACTORS SUPPLY, INC							
P18235		001914		00	04/17/2020	001-3120-431.43-02	BUCKET BROOM	910.71	
							VENDOR TOTAL *	910.71	
0001382	00	MISSION COMMUNICATIONS, LLC							
1038900		001544		00	04/17/2020	531-4320-443.31-15	ANNUAL SERVICE	EFT:	1,737.00
							VENDOR TOTAL *	.00	1,737.00
0004957	00	NEXGRID, LLC							
2020094		PI0150	007298	00	03/26/2020	521-4240-442.63-73	SMART WATER METERS	EFT:	10,059.00
							VENDOR TOTAL *	.00	10,059.00
0003577	00	NEXT TO NATURE LANDSCAPE LLC							
56154		001545		00	04/17/2020	001-6120-461.52-01	TURF REPAIR AT CP	EFT:	1,295.00
							VENDOR TOTAL *	.00	1,295.00
0000142	00	OLATHE WINWATER WORKS							
148429 00		001580		00	04/17/2020	521-4230-442.52-12	FIRE HYDRANT REPAIR PARTS	EFT:	644.90
							VENDOR TOTAL *	.00	644.90
0000149	00	PRAXAIR DISTRIBUTION INC							
95903977		001547		00	04/17/2020	001-3116-431.44-02	CYLINDER RENTAL	EFT:	147.67
95921828		001546		00	04/17/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	51.09
							VENDOR TOTAL *	.00	198.76
0000150	00	QUILL CORPORATION							
5979486		001581		00	04/17/2020	521-4220-442.52-20	OFFICE SUPPLIES	28.99	
							VENDOR TOTAL *	28.99	
0099999	00	RANDY BATES							
04162020		001908		00	04/17/2020	001-0000-347.09-00	GRAND SLAM REIMBURSEMENT	400.00	
							VENDOR TOTAL *	400.00	
0000946	00	RIGHT-WAY JANITORIAL INC							

VEND NO / 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
0000946	00	RIGHT-WAY JANITORIAL INC							
2904		PI0148	007299	00	04/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	10,395.80
							VENDOR TOTAL *	.00	10,395.80
0003945	00	SANTA FE STORAGE, LLC							
11369		001548		00	04/17/2020	001-6110-461.44-02	MONTHLY BILLING	EFT:	845.00
							VENDOR TOTAL *	.00	845.00
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							
29239		001582		00	04/17/2020	531-4340-443.62-10	SEWER IMPROVEMENTS	EFT:	760.95
							VENDOR TOTAL *	.00	760.95
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001591		00	04/17/2020	001-1110-411.46-01	GE CHAMBER	EFT:	140.00
03/2020		001600		00	04/17/2020	001-1110-411.54-51	HOBBY-LOBBY #0075	EFT:	40.35-
03/2020		001601		00	04/17/2020	001-1110-411.54-51	HOBBY-LOBBY #0075	EFT:	36.93
03/2020		001602		00	04/17/2020	001-1110-411.54-51	HOBBY-LOBBY #0081	EFT:	93.31
03/2020		001596		00	04/17/2020	001-1120-411.46-02	PMI - MEMBERSHIP	EFT:	139.00
03/2020		001597		00	04/17/2020	001-1120-411.52-20	ADOBE ACROPRO SUBS	EFT:	32.82
03/2020		001598		00	04/17/2020	001-1120-411.46-01	PMI - CERTIFICATION	EFT:	405.00
03/2020		001599		00	04/17/2020	001-1120-411.52-20	PRICE CHOPPER #117	EFT:	10.44
03/2020		001603		00	04/17/2020	001-1120-411.52-20	PRICE CHOPPER #117	EFT:	7.56
03/2020		001604		00	04/17/2020	001-1120-411.52-20	WM SUPERCENTER #242	EFT:	3.98
03/2020		001605		00	04/17/2020	001-1120-411.52-20	AMAZON.COM 1639K3ZL3 AMZN	EFT:	14.70
03/2020		001606		00	04/17/2020	001-1120-411.52-20	AMAZON.COM M58NC12Z3 AMZN	EFT:	28.16
03/2020		001593		00	04/17/2020	001-1130-411.31-15	CANVA 02623-0621755	EFT:	12.95
03/2020		001607		00	04/17/2020	001-1140-411.46-02	AMAZON PRIME JM83K38Z3	EFT:	119.00
03/2020		001609		00	04/17/2020	001-1140-411.46-02	AMAZON PRIME 3W0438HK3	EFT:	12.99
03/2020		001610		00	04/17/2020	001-1140-411.52-20	AMZN MKTP US LK6VE6B43	EFT:	194.97
03/2020		001611		00	04/17/2020	001-1150-411.52-20	AMZN MKTP US LK6VE6B43	EFT:	101.98
03/2020		001613		00	04/17/2020	001-1150-411.52-20	STAPLS7305423013000001	EFT:	50.41
03/2020		001614		00	04/17/2020	001-1150-411.46-01	HILTON GARDEN INN	EFT:	319.29
03/2020		001615		00	04/17/2020	001-1310-413.52-20	AMZN MKTP US 1L3U41KZ3	EFT:	39.49
03/2020		001618		00	04/17/2020	001-1330-413.52-20	DLX FOR SMALLBUSINESS	EFT:	155.66
03/2020		001619		00	04/17/2020	001-1330-413.52-20	STAPLS7306464697000001	EFT:	91.17
03/2020		001630		00	04/17/2020	001-2110-421.46-01	NRA MEMBERSHIP INTERNE	EFT:	45.00
03/2020		001631		00	04/17/2020	001-2110-421.46-01	NRA CREDENTIAL RENEWAL	EFT:	60.00
03/2020		001645		00	04/17/2020	001-2110-421.47-04	USPS PO 1933770514	EFT:	5.50
03/2020		001652		00	04/17/2020	001-2110-421.31-15	FITNESS MACHINE TECHNIC	EFT:	400.00
03/2020		001653		00	04/17/2020	001-2110-421.52-20	WAL-MART #5307	EFT:	14.98
03/2020		001655		00	04/17/2020	001-2110-421.52-20	AMAZON PRIME	EFT:	12.99-
03/2020		001656		00	04/17/2020	001-2110-421.52-20	AMAZON PRIME B70Z932N3	EFT:	12.99
03/2020		001657		00	04/17/2020	001-2110-421.52-20	3ID MANAGEMENT	EFT:	286.00
03/2020		001659		00	04/17/2020	001-2110-421.52-20	SCOTT RICE OFFICE WORK	EFT:	206.71
03/2020		001660		00	04/17/2020	001-2110-421.52-20	TEXASRAGTIME	EFT:	158.00
03/2020		001672		00	04/17/2020	001-2110-421.52-20	AMZN MKTP US PF5FK09L3	EFT:	53.55
03/2020		001673		00	04/17/2020	001-2110-421.46-01	VAN METER & ASSOCIATES	EFT:	300.00
03/2020		001674		00	04/17/2020	001-2110-421.46-01	VAN METER & ASSOCIATES	EFT:	300.00
03/2020		001626		00	04/17/2020	001-2120-421.46-01	CERTIFIED FETI	EFT:	1,295.00
03/2020		001627		00	04/17/2020	001-2120-421.46-01	CERTIFIED FETI	EFT:	395.00

VEND NO / 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
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001628		00	04/17/2020	001-2120-421.43-05	BIKE AMERICA	EFT:	3,079.92
03/2020		001629		00	04/17/2020	001-2120-421.46-01	FBI LEEDA INC	EFT:	350.00
03/2020		001632		00	04/17/2020	001-2120-421.46-01	FBI LEEDA INC	EFT:	350.00-
03/2020		001633		00	04/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	31.61
03/2020		001634		00	04/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	47.36
03/2020		001635		00	04/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	528.12
03/2020		001636		00	04/17/2020	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	204.00
03/2020		001637		00	04/17/2020	001-2120-421.43-05	OREILLY AUTO PARTS 354	EFT:	10.43
03/2020		001638		00	04/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	1,008.50
03/2020		001639		00	04/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	564.63
03/2020		001640		00	04/17/2020	001-2120-421.52-20	SP COMBATBET	EFT:	1,240.00
03/2020		001641		00	04/17/2020	001-2120-421.52-20	TRAILS WEST ACE HDWE	EFT:	26.98
03/2020		001642		00	04/17/2020	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	283.50
03/2020		001643		00	04/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	350.00
03/2020		001644		00	04/17/2020	001-2120-421.53-02	GALLS	EFT:	26.90
03/2020		001646		00	04/17/2020	001-2120-421.46-01	PRAIRIE BAND HOTEL	EFT:	293.70
03/2020		001647		00	04/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	150.00
03/2020		001648		00	04/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	35.00
03/2020		001649		00	04/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	35.00-
03/2020		001650		00	04/17/2020	001-2120-421.53-02	COMMERCIAL VEHICLE SAFETY	EFT:	23.63
03/2020		001654		00	04/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	175.49
03/2020		001661		00	04/17/2020	001-2120-421.52-20	INTERNATIONAL E-Z UP INC	EFT:	187.64
03/2020		001662		00	04/17/2020	001-2120-421.52-20	AMZN MKTP US MF3NG7L93	EFT:	54.99
03/2020		001663		00	04/17/2020	001-2120-421.43-05	AMZN MKTP US BU4XI0S13	EFT:	16.47
03/2020		001664		00	04/17/2020	001-2120-421.46-01	BLUE SHIELD TACTICAL SYST	EFT:	225.00
03/2020		001665		00	04/17/2020	001-2120-421.46-01	BLUE SHIELD TACTICAL SYST	EFT:	225.00-
03/2020		001666		00	04/17/2020	001-2120-421.52-20	AMZN MKTP US EP2OW8GC3	EFT:	339.98
03/2020		001667		00	04/17/2020	001-2120-421.52-20	AMZN MKTP US FS5IK8KK3	EFT:	95.95
03/2020		001668		00	04/17/2020	001-2120-421.46-01	INSIGHT BEHAVIORAL HEALTH	EFT:	300.00-
03/2020		001669		00	04/17/2020	001-2120-421.46-01	INSIGHT BEHAVIORAL HEALTH	EFT:	300.00
03/2020		001670		00	04/17/2020	001-2120-421.46-01	INSIGHT BEHAVIORAL HEALTH	EFT:	300.00
03/2020		001671		00	04/17/2020	001-2120-421.43-05	POLICEBIKESTORE.COM	EFT:	69.94
03/2020		001675		00	04/17/2020	001-2120-421.46-01	ATTENDIFY (SPRING 202)	EFT:	600.00-
03/2020		001676		00	04/17/2020	001-2120-421.46-01	ATTENDIFY (SPRING 202)	EFT:	200.00-
03/2020		001677		00	04/17/2020	001-2120-421.52-20	SAFARILAND LLC	EFT:	560.97
03/2020		001678		00	04/17/2020	001-2120-421.43-05	AMZN MKTP US 8555S5P13	EFT:	45.98
03/2020		001679		00	04/17/2020	001-2120-421.52-20	IN LIGHTNING X PRODUCTS	EFT:	239.97
03/2020		001680		00	04/17/2020	001-2120-421.52-20	IN LIGHTNING X PRODUCTS	EFT:	79.99
03/2020		001651		00	04/17/2020	001-2130-421.46-01	HILTON GARDEN INN	EFT:	335.40
03/2020		001681		00	04/17/2020	001-3110-431.46-02	THE KC STAR DIGITAL SUBS	EFT:	12.99
03/2020		001682		00	04/17/2020	001-3110-431.52-20	MICRO CENTER #191 RETAIL	EFT:	257.91
03/2020		001683		00	04/17/2020	001-3110-431.52-20	AMZN MKTP US NI4QQ7363	EFT:	20.99
03/2020		001684		00	04/17/2020	001-3110-431.52-20	AMZN MKTP US QW3C533K3	EFT:	139.99
03/2020		001685		00	04/17/2020	001-3110-431.52-20	AMZN MKTP US 4V3FB9ZK3	EFT:	11.99
03/2020		001727		00	04/17/2020	001-3110-431.52-20	E EDWARDS WORK WEAR (OLA	EFT:	121.50
03/2020		001687		00	04/17/2020	001-3116-431.46-01	AMERICAN PUBLIC WORKS	EFT:	25.00
03/2020		001689		00	04/17/2020	001-3116-431.43-05	G&J AUTO TRIM	EFT:	270.00
03/2020		001691		00	04/17/2020	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	18.48
03/2020		001695		00	04/17/2020	001-3116-431.52-20	FASTENAL COMPANY 01KSKA3	EFT:	5.92

VEND NO / 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
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001696		00	04/17/2020	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	9.58
03/2020		001706		00	04/17/2020	001-3116-431.52-20	NAPA AUTO PARTS GARDNER	EFT:	27.48
03/2020		001688		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	43.49
03/2020		001690		00	04/17/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	17.51
03/2020		001692		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	43.49
03/2020		001693		00	04/17/2020	001-3120-431.52-04	ORSCHELN FARM AND HOME ST	EFT:	29.99
03/2020		001694		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	35.99
03/2020		001697		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	53.26
03/2020		001698		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	186.69
03/2020		001699		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	37.00-
03/2020		001701		00	04/17/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	26.64
03/2020		001705		00	04/17/2020	001-3120-431.52-02	R & S TOOLS LLC	EFT:	49.60
03/2020		001710		00	04/17/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	33.87
03/2020		001712		00	04/17/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	56.17
03/2020		001713		00	04/17/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	105.28
03/2020		001714		00	04/17/2020	001-3120-431.43-02	BIG O 16001 - GARDNER	EFT:	10.00
03/2020		001715		00	04/17/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	14.39
03/2020		001716		00	04/17/2020	001-3120-431.52-16	TRAILS WEST ACE HDWE	EFT:	25.99
03/2020		001718		00	04/17/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	15.57
03/2020		001719		00	04/17/2020	001-3120-431.43-05	WINTERS AUTOMOTIVE & TRAN	EFT:	627.73
03/2020		001720		00	04/17/2020	001-3120-431.52-02	THE HOME DEPOT 2218	EFT:	84.94
03/2020		001721		00	04/17/2020	001-3120-431.53-02	FASTENAL COMPANY 01KSKA3	EFT:	31.69
03/2020		001722		00	04/17/2020	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	61.98
03/2020		001725		00	04/17/2020	001-3120-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	283.46
03/2020		001726		00	04/17/2020	001-3120-431.46-01	AMERICAN PUBLIC WORKS	EFT:	250.00
03/2020		001728		00	04/17/2020	001-3120-431.43-02	KC BOBCAT	EFT:	703.00
03/2020		001730		00	04/17/2020	001-3120-431.52-08	BLEDSOES EQUIPMENT INC	EFT:	188.07
03/2020		001686		00	04/17/2020	001-3130-431.46-01	HOLIDAY INN	EFT:	103.20
03/2020		001731		00	04/17/2020	001-3130-431.52-20	STAPLES 00118471	EFT:	299.99
03/2020		001838		00	04/17/2020	001-6105-461.52-20	STAPLES DIRECT	EFT:	124.15
03/2020		001844		00	04/17/2020	001-6105-461.46-01	AMAZON PRIME S44O80YJ3	EFT:	12.99
03/2020		001845		00	04/17/2020	001-6110-461.52-20	AMZN MKTP US	EFT:	23.52-
03/2020		001846		00	04/17/2020	001-6110-461.52-20	AMZN MKTP US	EFT:	23.52-
03/2020		001700		00	04/17/2020	001-6120-461.43-05	NAPA AUTO PARTS GARDNER	EFT:	14.55
03/2020		001704		00	04/17/2020	001-6120-461.43-05	G&J AUTO TRIM	EFT:	375.00
03/2020		001717		00	04/17/2020	001-6120-461.44-02	NAPA AUTO PARTS GARDNER	EFT:	16.00
03/2020		001840		00	04/17/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
03/2020		001841		00	04/17/2020	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	69.68
03/2020		001847		00	04/17/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	15.05
03/2020		001848		00	04/17/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	100.40
03/2020		001849		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	9.39
03/2020		001850		00	04/17/2020	001-6120-461.43-02	KC BOBCAT	EFT:	703.78
03/2020		001851		00	04/17/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	22.08
03/2020		001854		00	04/17/2020	001-6120-461.52-01	REEVES WIEDEMAN - OLATHE	EFT:	75.53
03/2020		001855		00	04/17/2020	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	124.94
03/2020		001856		00	04/17/2020	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	.09-
03/2020		001857		00	04/17/2020	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	2.52
03/2020		001859		00	04/17/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	10.49
03/2020		001860		00	04/17/2020	001-6120-461.61-04	ABI	EFT:	787.44

VEND NO / 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
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001861		00	04/17/2020	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	29.99
03/2020		001862		00	04/17/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	78.19
03/2020		001863		00	04/17/2020	001-6120-461.43-02	CROFT TRAILER SUPPLY INC	EFT:	60.85
03/2020		001864		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	26.97
03/2020		001865		00	04/17/2020	001-6120-461.53-02	ORSCHELN FARM AND HOME ST	EFT:	25.98
03/2020		001866		00	04/17/2020	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	11.98
03/2020		001867		00	04/17/2020	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	2.49
03/2020		001868		00	04/17/2020	001-6120-461.52-01	SPRAYER SPECIALITIES INC	EFT:	140.86
03/2020		001869		00	04/17/2020	001-6120-461.43-02	HERITAGE TRACTOR BALDWIN	EFT:	236.83
03/2020		001870		00	04/17/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	13.36
03/2020		001871		00	04/17/2020	001-6120-461.53-02	TRAILS WEST ACE HDWE	EFT:	18.99
03/2020		001872		00	04/17/2020	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	8.13
03/2020		001873		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	36.17
03/2020		001874		00	04/17/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	29.85
03/2020		001875		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	16.58
03/2020		001876		00	04/17/2020	001-6120-461.53-02	TRAILS WEST ACE HDWE	EFT:	14.99
03/2020		001877		00	04/17/2020	001-6120-461.43-02	BIG O 16001 - GARDNER	EFT:	22.84
03/2020		001878		00	04/17/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	79.98
03/2020		001879		00	04/17/2020	001-6120-461.52-20	ORSCHELN FARM AND HOME ST	EFT:	109.31
03/2020		001880		00	04/17/2020	001-6120-461.52-20	WM SUPERCENTER #5307	EFT:	33.13
03/2020		001881		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	94.95
03/2020		001882		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	9.99
03/2020		001886		00	04/17/2020	001-6120-461.52-01	REEVES WIEDEMAN - OLATHE	EFT:	359.45
03/2020		001888		00	04/17/2020	001-6120-461.52-01	WM SUPERCENTER #5307	EFT:	116.78
03/2020		001889		00	04/17/2020	001-6120-461.52-01	WM SUPERCENTER #5307	EFT:	11.00
03/2020		001891		00	04/17/2020	001-6120-461.52-01	AUTOZONE #3781	EFT:	7.65
03/2020		001892		00	04/17/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	9.58
03/2020		001893		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	23.34
03/2020		001894		00	04/17/2020	001-6120-461.43-01	RIVERVIEW STONE LLC	EFT:	863.64
03/2020		001895		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	24.99
03/2020		001896		00	04/17/2020	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	11.98
03/2020		001898		00	04/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	9.99
03/2020		001899		00	04/17/2020	001-6120-461.52-01	TRI STAR SEED CO INC	EFT:	186.00
03/2020		001837		00	04/17/2020	001-6130-461.46-01	KS.GOV PAYMENT	EFT:	205.00
03/2020		001839		00	04/17/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
03/2020		001852		00	04/17/2020	001-6130-461.43-01	TRAILS WEST ACE HDWE	EFT:	27.16
03/2020		001853		00	04/17/2020	001-6130-461.43-01	TRAILS WEST ACE HDWE	EFT:	4.29
03/2020		001858		00	04/17/2020	001-6130-461.43-01	TRAILS WEST ACE HDWE	EFT:	40.90
03/2020		001883		00	04/17/2020	001-6130-461.52-01	OREILLY AUTO PARTS 354	EFT:	45.35
03/2020		001884		00	04/17/2020	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	7.16
03/2020		001885		00	04/17/2020	001-6130-461.43-01	REEVES WIEDEMAN - OLATHE	EFT:	359.44
03/2020		001887		00	04/17/2020	001-6130-461.43-01	REEVES WIEDEMAN - OLATHE	EFT:	14.98
03/2020		001890		00	04/17/2020	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	27.95
03/2020		001897		00	04/17/2020	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	13.99
03/2020		001900		00	04/17/2020	001-7110-471.52-20	STAPLS7306129410000001	EFT:	122.90
03/2020		001901		00	04/17/2020	001-7110-471.52-20	STAPLS7306129410000002	EFT:	35.99
03/2020		001902		00	04/17/2020	001-7110-471.52-20	STAPLES 00119537	EFT:	4.44-
03/2020		001903		00	04/17/2020	001-7110-471.52-20	STAPLES 00119537	EFT:	48.43
03/2020		001904		00	04/17/2020	001-7120-471.46-01	BELL TRANS	EFT:	17.94

VEND NO / 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
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001905		00	04/17/2020	001-7120-471.46-01	ORLEANS HOTEL & CASINO	EFT:	300.53
03/2020		001906		00	04/17/2020	001-7120-471.46-01	KCI AIRPORT	EFT:	37.50
03/2020		001743		00	04/17/2020	501-4110-441.52-20	QUILL CORPORATION	EFT:	27.13
03/2020		001744		00	04/17/2020	501-4110-441.52-20	WM SUPERCENTER #5307	EFT:	12.82
03/2020		001745		00	04/17/2020	501-4110-441.46-01	CAESARS PLACE ADV RSVN	EFT:	225.63-
03/2020		001746		00	04/17/2020	501-4110-441.52-20	PRICE CHOPPER #117	EFT:	2.94
03/2020		001747		00	04/17/2020	501-4110-441.52-20	AMAZON.COM RK1LO96P3	EFT:	21.22
03/2020		001749		00	04/17/2020	501-4110-441.52-20	QUILL CORPORATION	EFT:	15.64
03/2020		001756		00	04/17/2020	501-4110-441.46-02	KS.GOV PAYMENT	EFT:	71.75
03/2020		001757		00	04/17/2020	501-4110-441.46-01	KANSAS RURAL WATER ASN	EFT:	170.00-
03/2020		001758		00	04/17/2020	501-4110-441.46-01	EB 70TH ANNUAL ENVIRO	EFT:	105.00-
03/2020		001760		00	04/17/2020	501-4110-441.52-20	KLARNA PAYMENTS	EFT:	71.75
03/2020		001761		00	04/17/2020	501-4110-441.52-20	WAL-MART #5307	EFT:	27.98
03/2020		001762		00	04/17/2020	501-4110-441.52-20	WAL-MART #5307	EFT:	14.20
03/2020		001742		00	04/17/2020	501-4120-441.52-20	INDUSTRIALSAFETY.COM	EFT:	100.75
03/2020		001748		00	04/17/2020	501-4120-441.52-20	QUILL CORPORATION	EFT:	45.29
03/2020		001750		00	04/17/2020	501-4120-441.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	100.00
03/2020		001751		00	04/17/2020	501-4120-441.52-20	WM SUPERCENTER #5307	EFT:	19.09
03/2020		001752		00	04/17/2020	501-4120-441.52-12	PRICE CHOPPER #117	EFT:	6.50
03/2020		001753		00	04/17/2020	501-4120-441.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	100.00-
03/2020		001754		00	04/17/2020	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	1,087.67
03/2020		001755		00	04/17/2020	501-4120-441.52-20	WM SUPERCENTER #5307	EFT:	7.69
03/2020		001759		00	04/17/2020	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	164.38
03/2020		001763		00	04/17/2020	501-4130-441.46-01	AMER PUBLIC POWER ASSO	EFT:	775.00
03/2020		001764		00	04/17/2020	501-4130-441.46-01	KANSAS TURNPIKE AUTHORIT	EFT:	8.00
03/2020		001765		00	04/17/2020	501-4130-441.52-02	THE HOME DEPOT 2201	EFT:	317.35
03/2020		001766		00	04/17/2020	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	35.34
03/2020		001767		00	04/17/2020	501-4130-441.52-02	TRACTOR-SUPPLY-CO #0348	EFT:	54.73
03/2020		001768		00	04/17/2020	501-4130-441.52-04	THE HOME DEPOT #2218	EFT:	25.16
03/2020		001769		00	04/17/2020	501-4130-441.52-12	WAL-MART #5307	EFT:	37.13
03/2020		001770		00	04/17/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	31.20
03/2020		001771		00	04/17/2020	501-4130-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	218.93
03/2020		001772		00	04/17/2020	501-4130-441.52-12	GRASS PAD WAREHOUSE	EFT:	19.60
03/2020		001773		00	04/17/2020	501-4130-441.52-12	GRASS PAD WAREHOUSE	EFT:	29.39
03/2020		001774		00	04/17/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	28.40
03/2020		001775		00	04/17/2020	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	17.71
03/2020		001776		00	04/17/2020	501-4130-441.52-02	STANION WHOLESALE EL	EFT:	30.64
03/2020		001777		00	04/17/2020	501-4130-441.52-02	THE HOME DEPOT #2218	EFT:	69.20
03/2020		001778		00	04/17/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	16.41
03/2020		001707		00	04/17/2020	521-4220-442.43-05	NAPA AUTO PARTS GARDNER	EFT:	29.70
03/2020		001708		00	04/17/2020	521-4220-442.52-04	NAPA AUTO PARTS GARDNER	EFT:	62.72
03/2020		001709		00	04/17/2020	521-4220-442.52-20	KC BOBCAT	EFT:	85.28
03/2020		001779		00	04/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
03/2020		001780		00	04/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
03/2020		001781		00	04/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.95
03/2020		001782		00	04/17/2020	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	28.99
03/2020		001783		00	04/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	11.16
03/2020		001784		00	04/17/2020	521-4220-442.52-20	PRICE CHOPPER #117	EFT:	14.47
03/2020		001785		00	04/17/2020	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	79.95

VEND NO / 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
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001786		00	04/17/2020	521-4220-442.52-12	TRACTOR-SUPPLY-CO #0348	EFT:	5.99
03/2020		001787		00	04/17/2020	521-4220-442.52-01	SQ SIGN HERE INC.	EFT:	171.90
03/2020		001788		00	04/17/2020	521-4220-442.52-12	REEVES WIEDEMAN - OLATHE	EFT:	1,239.00
03/2020		001789		00	04/17/2020	521-4220-442.52-02	THE HOME DEPOT #2218	EFT:	41.71
03/2020		001790		00	04/17/2020	521-4220-442.52-12	REEVES WIEDEMAN - OLATHE	EFT:	826.00-
03/2020		001791		00	04/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
03/2020		001792		00	04/17/2020	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001793		00	04/17/2020	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001794		00	04/17/2020	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001795		00	04/17/2020	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001796		00	04/17/2020	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001797		00	04/17/2020	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001798		00	04/17/2020	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	555.00-
03/2020		001799		00	04/17/2020	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	31.98
03/2020		001800		00	04/17/2020	521-4220-442.52-12	OREILLY AUTO PARTS 354	EFT:	62.41
03/2020		001702		00	04/17/2020	521-4230-442.52-04	NAPA AUTO PARTS GARDNER	EFT:	13.39
03/2020		001801		00	04/17/2020	521-4230-442.43-05	KC BOBCAT	EFT:	432.11
03/2020		001802		00	04/17/2020	521-4230-442.46-01	FAIRFIELD INN & SUTIES	EFT:	659.19-
03/2020		001803		00	04/17/2020	521-4230-442.46-01	FAIRFIELD INN & SUTIES	EFT:	659.19-
03/2020		001804		00	04/17/2020	521-4230-442.46-01	FAIRFIELD INN & SUTIES	EFT:	659.19-
03/2020		001806		00	04/17/2020	521-4230-442.52-20	PRICE CHOPPER #117	EFT:	17.87
03/2020		001807		00	04/17/2020	521-4230-442.53-02	E EDWARDS WORK WEAR (OLA	EFT:	148.50
03/2020		001808		00	04/17/2020	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	71.98
03/2020		001809		00	04/17/2020	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	31.96
03/2020		001703		00	04/17/2020	531-4320-443.52-04	NAPA AUTO PARTS GARDNER	EFT:	13.40
03/2020		001810		00	04/17/2020	531-4320-443.52-12	NAPA AUTO PARTS GARDNER	EFT:	9.98
03/2020		001811		00	04/17/2020	531-4320-443.52-20	WAL-MART #5307	EFT:	40.74
03/2020		001812		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001813		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001814		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001815		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82
03/2020		001816		00	04/17/2020	531-4320-443.52-20	FASTENAL COMPANY 01KSKA3	EFT:	34.51
03/2020		001817		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001818		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001819		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001820		00	04/17/2020	531-4320-443.46-01	HYATT REGENCY WICHITA	EFT:	191.82-
03/2020		001821		00	04/17/2020	531-4320-443.46-01	KANSAS RURAL WATER ASN	EFT:	195.00-
03/2020		001822		00	04/17/2020	531-4320-443.46-01	KANSAS RURAL WATER ASN	EFT:	205.00-
03/2020		001823		00	04/17/2020	531-4320-443.43-05	OREILLY AUTO PARTS 354	EFT:	8.95
03/2020		001824		00	04/17/2020	531-4320-443.52-20	SP TOTAL RESTROOM	EFT:	33.94
03/2020		001825		00	04/17/2020	531-4320-443.52-20	ULINE SHIP SUPPLIES	EFT:	70.38
03/2020		001826		00	04/17/2020	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	9.16
03/2020		001827		00	04/17/2020	531-4320-443.52-12	GALCO INDUSTRIAL ELECTRO	EFT:	153.27
03/2020		001828		00	04/17/2020	531-4320-443.52-09	OREILLY AUTO PARTS 354	EFT:	72.39
03/2020		001829		00	04/17/2020	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	9.54
03/2020		001830		00	04/17/2020	531-4320-443.43-01	OREILLY AUTO PARTS 354	EFT:	21.54
03/2020		001831		00	04/17/2020	531-4320-443.52-12	KANSAS CITY CALIBRATION L	EFT:	101.05
03/2020		001711		00	04/17/2020	531-4330-443.43-05	NAPA AUTO PARTS GARDNER	EFT:	24.25
03/2020		001805		00	04/17/2020	531-4330-443.46-01	KANSAS RURAL WATER ASN	EFT:	585.00-

VEND NO / 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
0004830	00	SECURITY BANKCARD CENTER							
03/2020		001723		00	04/17/2020	551-4520-445.43-02	THE HOME DEPOT #2218	EFT:	134.62
03/2020		001724		00	04/17/2020	551-4520-445.43-02	THE UPS STORE 5784	EFT:	28.31
03/2020		001729		00	04/17/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	15.36
03/2020		001832		00	04/17/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	7.90
03/2020		001833		00	04/17/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	9.99
03/2020		001834		00	04/17/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	7.99
03/2020		001835		00	04/17/2020	551-4520-445.52-20	NAPA AUTO PARTS GARDNER	EFT:	20.98
03/2020		001836		00	04/17/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	7.76
03/2020		001608		00	04/17/2020	601-1230-412.31-15	BULK APOTHECARY	EFT:	206.35
03/2020		001612		00	04/17/2020	601-1230-412.52-20	BAUDVILLE INC.	EFT:	152.67
03/2020		001592		00	04/17/2020	602-1340-413.47-05	SMK SURVEYMONKEY.COM	EFT:	384.00
03/2020		001594		00	04/17/2020	602-1340-413.47-05	PAGETURNPRO	EFT:	460.00
03/2020		001595		00	04/17/2020	602-1340-413.47-05	EIG CONSTANTCONTACT.COM	EFT:	456.00
03/2020		001620		00	04/17/2020	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	.91
03/2020		001621		00	04/17/2020	602-1340-413.52-06	AMZN MKTP US 3K2YA2IA3	EFT:	18.98
03/2020		001622		00	04/17/2020	602-1340-413.52-06	AMAZON.COM 3D6CA8S03	EFT:	21.65
03/2020		001623		00	04/17/2020	602-1340-413.52-06	AMZN MKTP US GR0T86H13	EFT:	130.39
03/2020		001624		00	04/17/2020	602-1340-413.52-06	AMZN MKTP US ZF5DK8723	EFT:	16.99
03/2020		001625		00	04/17/2020	602-1340-413.47-05	GOVCNCTN	EFT:	2,487.05
03/2020		001658		00	04/17/2020	602-1340-413.52-06	AMAZON.COM K90M517G3 AMZN	EFT:	191.49
03/2020		001842		00	04/17/2020	602-1340-413.47-05	WHENTOWORK INC	EFT:	422.00
03/2020		001843		00	04/17/2020	602-1340-413.47-05	WHENTOWORK INC	EFT:	25.00
03/2020		001732		00	04/17/2020	603-3150-431.52-01	FASTENAL COMPANY 01KSKA3	EFT:	15.47
03/2020		001733		00	04/17/2020	603-3150-431.42-01	PRICE CHOPPER #117	EFT:	132.94
03/2020		001734		00	04/17/2020	603-3150-431.52-01	LIGHT BULBS ETC	EFT:	111.83
03/2020		001735		00	04/17/2020	603-3150-431.52-01	IN CHAFFEE LOCK AND KEY	EFT:	26.50
03/2020		001736		00	04/17/2020	603-3150-431.52-01	WATER FILTER ORDER	EFT:	249.99
03/2020		001737		00	04/17/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	14.00
03/2020		001738		00	04/17/2020	603-3150-431.42-01	ZORO TOOLS INC	EFT:	319.61
03/2020		001739		00	04/17/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	6.74
03/2020		001740		00	04/17/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	11.96
03/2020		001741		00	04/17/2020	603-3150-431.42-01	OREILLY AUTO PARTS 354	EFT:	19.98
03/2020		001616		00	04/17/2020	604-1320-413.46-01	SHUTTLEFINDER.COM	EFT:	64.40-
03/2020		001617		00	04/17/2020	604-1320-413.46-01	CAESARS PLACE ADV RSVN	EFT:	225.63-
							VENDOR TOTAL *	.00	33,564.00
0099999	00	SMITH, DEREK							
000059087		UT		00	04/10/2020	501-0000-229.00-00	FINAL BILL REFUND	14.59	
							VENDOR TOTAL *	14.59	
0001709	00	SPRINT							
403233312-220		001549		00	04/17/2020	001-1120-411.40-03	MONTHLY BILLING	EFT:	38.52
403233312-220		001550		00	04/17/2020	001-1140-411.40-03	MONTHLY BILLING	EFT:	38.52
403233312-220		001561		00	04/17/2020	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.52
403233312-220		001566		00	04/17/2020	001-3110-431.40-03	MONTHLY BILLING	EFT:	10.00
403233312-220		001569		00	04/17/2020	001-3116-431.40-03	MONTHLY BILLING	EFT:	38.52
403233312-220		001568		00	04/17/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	132.58
403233312-220		001567		00	04/17/2020	001-3130-431.40-03	MONTHLY BILLING	EFT:	77.04
403233312-220		001564		00	04/17/2020	001-6105-461.40-03	MONTHLY BILLING	EFT:	241.12

VEND NO / 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
0001709	00	SPRINT							
403233312-220		001565		00	04/17/2020	001-6120-461.40-03	MONTHLY BILLING	EFT:	265.03
403233312-220		001552		00	04/17/2020	001-7110-471.40-03	MONTHLY BILLING	EFT:	53.52
403233312-220		001553		00	04/17/2020	001-7120-471.40-03	MONTHLY BILLING	EFT:	115.56
403233312-220		001554		00	04/17/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	77.04
403233312-220		001556		00	04/17/2020	501-4120-441.40-03	MONTHLY BILLING	EFT:	75.54
403233312-220		001555		00	04/17/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	152.45
403233312-220		001560		00	04/17/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	152.58
403233312-220		001563		00	04/17/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-220		001559		00	04/17/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	65.54
403233312-220		001558		00	04/17/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	119.45
403233312-220		001557		00	04/17/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	125.56
403233312-220		001562		00	04/17/2020	602-1340-413.40-03	MONTHLY BILLING	EFT:	561.52
403233312-220		001551		00	04/17/2020	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.52
403233312-220		001570		00	04/17/2020	604-1320-413.40-03	MONTHLY BILLING	EFT:	183.12
							VENDOR TOTAL *	.00	2,620.25
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-
0004482	00	SUPERION, LLC							
275720		001915		00	04/17/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	115.49
							VENDOR TOTAL *	.00	115.49
0000238	00	USA BLUE BOOK							
202504		001583		00	04/17/2020	531-4320-443.52-12	COMPOUND GAUGE	EFT:	116.14
							VENDOR TOTAL *	.00	116.14
							EFT/EPAY TOTAL ***		382,827.26
							TOTAL EXPENDITURES ****	64,833.38	382,827.26
							GRAND TOTAL **********		447,660.64

NEGATIVE CHECK REGISTER

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

VEND NO / 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
0004197	00	AID ANIMAL HOSPITAL, INC								
405078		001917		00	04/24/2020	001-2120-421.52-20	RE-CHECK ZEUS		187.36	
							VENDOR TOTAL *		187.36	
0002636	00	ALTEC CAPITAL SERVICES, LLC								
01041977		001953		00	04/24/2020	501-4130-441.44-02	TRUCKS 405 & 402 LEASES		EFT:	5,821.88
01041973		001954		00	04/24/2020	501-4130-441.44-02	TRUCK 432 LEASE		EFT:	3,667.41
01041974		001955		00	04/24/2020	501-4130-441.44-02	TRUCK 403 LEASE		EFT:	3,502.11
01041975		001956		00	04/24/2020	501-4130-441.44-02	TRUCK 401 LEASE		EFT:	3,645.52
01041976		001957		00	04/24/2020	501-4130-441.44-02	TRUCK 413 LEASE		EFT:	4,620.94
							VENDOR TOTAL *		.00	21,257.86
0000056	00	AMERICAN EQUIPMENT CO.								
36404		001950		00	04/24/2020	001-6120-461.43-02	BOBCAT REPAIRS		EFT:	281.05
							VENDOR TOTAL *		.00	281.05
0000566	00	AMERICAN TOPSOIL, INC.								
135558		001923		00	04/24/2020	521-4230-442.52-12	PULV		EFT:	96.00
135558		001924		00	04/24/2020	531-4330-443.52-12	PULV		EFT:	96.00
							VENDOR TOTAL *		.00	192.00
0002582	00	AMINO BROTHERS CO, INC								
2-PW1702		PI0157	007236	00	04/21/2020	130-3130-431.62-04	INTERSECTION RECONSTRUCT.		EFT:	299,494.35
							VENDOR TOTAL *		.00	299,494.35
0001986	00	ANIXTER, INC.								
4575283-00		001958		00	04/24/2020	501-4130-441.52-25	LIGHTING MATERIALS		EFT:	2,271.00
							VENDOR TOTAL *		.00	2,271.00
0000045	00	ARLAN CO, INC.								
12292		001918		00	04/24/2020	001-6130-461.52-01	POOL SUPPLIES		EFT:	517.00
							VENDOR TOTAL *		.00	517.00
0004969	00	ARVEST EQUIPMENT FINANCE								
2173276		001949		00	04/24/2020	001-3120-431.61-04	SKID STEER LEASE PMT	CHECK #:	130	10,023.56
							VENDOR TOTAL *		.00	10,023.56
0099999	00	ASHLEY KUHR								
2002817.002		001950		00	04/24/2020	001-0000-347.01-00	T-BALL REFUNDS		120.00	
							VENDOR TOTAL *		120.00	
0004860	00	AT&T MOBILITY								
04082020		001919		00	04/24/2020	001-2110-421.40-03	DEPT. CELL PHONES		1,770.12	
							VENDOR TOTAL *		1,770.12	
0004092	00	BANK OF NEW YORK MELLON								
8900267720	0420	001949		00	04/24/2020	301-9100-491.71-02	2012A PBC	CHECK #:	105	9,587.50
							VENDOR TOTAL *		.00	9,587.50
0099999	00	BEHL, PRACHI								

VEND NO / 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
0099999	00	BEHL, PRACHI							
000060821		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND	8.86	
							VENDOR TOTAL *	8.86	
0099999	00	BETHEL ESTATES OF GARDNER III							
000063461		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND	17.55	
							VENDOR TOTAL *	17.55	
0001773	00	BHC RHODES							
36468		PI0158	007293	00	04/16/2020	001-3130-431.31-10	PROFESSIONAL SERVICES	EFT:	2,250.00
							VENDOR TOTAL *	.00	2,250.00
0099999	00	BLAKEY, BARBARA							
000059293		UT		00	04/17/2020	501-0000-229.00-00	MANUAL CHECK	93.95	
							VENDOR TOTAL *	93.95	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS555847		PI0156	007234	00	04/08/2020	521-4220-442.52-13	WATER SYSTEM SUPPLIES	EFT:	2,486.25
BMS560659		PI0162	007234	00	04/15/2020	521-4220-442.52-13	WATER SYSTEM SUPPLIES	EFT:	2,486.25
							VENDOR TOTAL *	.00	4,972.50
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
7-WA-2002		PI0155	007179	00	04/10/2020	521-4240-442.61-03	WTP EXPANSION PH II	EFT:	1,048,415.53
							VENDOR TOTAL *	.00	1,048,415.53
0004628	00	CALGON CARBON CORPORATION							
90099552		PI0161	006993	00	04/14/2020	521-4220-442.52-13	ACTIVATED CARBON	EFT:	2,430.00
							VENDOR TOTAL *	.00	2,430.00
0000001	00	CENTURYLINK							
313607125	0420	001959		00	04/24/2020	001-6110-461.40-03	WS BALL PHONE	68.61	
313440714	0420	001921		00	04/24/2020	551-4520-445.40-03	MONTHLY BILLING	413.90	
320501840	0420	001920		00	04/24/2020	602-1340-413.40-03	MONTHLY BILLING	60.00	
314117591	0420	001922		00	04/24/2020	602-1340-413.40-03	MONTHLY BILLING	1,575.82	
							VENDOR TOTAL *	2,118.33	
0099999	00	CLARIETT, WILLIE							
000046147		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND	113.59	
							VENDOR TOTAL *	113.59	
0003640	00	CONTINENTAL RESEARCH CORP							
13213		001934		00	04/24/2020	521-4220-442.52-20	CHEMICALS	EFT:	213.08
							VENDOR TOTAL *	.00	213.08
0099999	00	DAVID & SHERRY SMITH							
000020225		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND	62.37	
							VENDOR TOTAL *	62.37	
0099999	00	DAVID, RYAN							
000063423		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND	133.40	

VEND NO / 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
0099999	00	DAVID, RYAN								
							VENDOR TOTAL *		133.40	
0003481	00	DPC INDUSTRIES INC								
817000621-20		PI0160	006991	00	04/07/2020	521-4220-442.52-13	CHLORINE		EFT:	643.00
							VENDOR TOTAL *		.00	643.00
0000527	00	DXP ENTERPRISES, INC								
51292314		PI0154	007302	00	03/26/2020	521-4220-442.31-15	RAW WATER PUMP REPAIR		EFT:	24,851.00
							VENDOR TOTAL *		.00	24,851.00
0099999	00	FABIANA ZANI								
2002819.002		001950		00	04/24/2020	001-0000-347.01-00	BASEBALL REFUND		80.00	
							VENDOR TOTAL *		80.00	
0099999	00	FARBER, STEVEN								
000061963		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		117.56	
							VENDOR TOTAL *		117.56	
0099999	00	FIRTH, ASHLEY								
000061479		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		48.67	
							VENDOR TOTAL *		48.67	
0003767	00	GEO SPECIALTY CHEMICALS, INC.								
738339		PI0152	007245	00	03/26/2020	521-4220-442.52-13	WATER TREATMENT CHEMICALS		EFT:	14,077.44
							VENDOR TOTAL *		.00	14,077.44
0003183	00	GREEN SPECTRUM MARKETING LLC								
6010		001925		00	04/24/2020	001-6110-461.52-15	STADIUM CUPS-SHIPPING		EFT:	225.00
6010		001926		00	04/24/2020	001-6130-461.52-15	STADIUM CUPS-SHIPPING		EFT:	225.00
							VENDOR TOTAL *		.00	450.00
0002095	00	HDR ENGINEERING, INC								
1200260464		001927		00	04/24/2020	531-4340-443.62-10	ANTI-DEGRADATION STUDY		EFT:	1,215.00
							VENDOR TOTAL *		.00	1,215.00
0099999	00	HILDY, KRISTIN								
000037623		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		14.63	
							VENDOR TOTAL *		14.63	
0099999	00	HOAG, NATHAN								
000061789		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		33.33	
							VENDOR TOTAL *		33.33	
0000102	00	ICMA RETIREMENT TRUST - 457								
320669		001942		00	04/24/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101	7,896.84
							VENDOR TOTAL *		.00	7,896.84
0004859	00	JACKSON LEWIS								
7530964		001928		00	04/24/2020	001-1140-411.31-02	PROFESSIONAL SERVICES		EFT:	328.50

VEND NO / 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
0004859	00	JACKSON LEWIS								
							VENDOR TOTAL *		.00	328.50
0000405	00	JOHNSON COUNTY GOVERNMENT								
157267		PI0163	007304	00	04/02/2020	001-2110-421.31-11	PRISONER BOARDING 1ST QTR		6,600.00	
							VENDOR TOTAL *		6,600.00	
0003653	00	JOHNSON COUNTY MOTOR VEHICLES								
2305338		001929		00	04/24/2020	001-2110-421.43-05	CAR TAGS #117,118,119,120		135.00	
							VENDOR TOTAL *		135.00	
0000108	00	K.C. BOBCAT INC								
19134397		PI0153	007288	00	03/30/2020	135-6120-461.61-04	TRACTOR PURCHASE		31,265.00	
							VENDOR TOTAL *		31,265.00	
0004966	00	KANSAS CITY CALIBRATION LAB., INC.								
68712		001930		00	04/24/2020	531-4320-443.31-15	CALIBRATION, DEMINERALIZ.		EFT:	101.05
							VENDOR TOTAL *		.00	101.05
0000300	00	KANSAS DEPT OF REVENUE								
0080-Y67F-376J		001944		00	04/24/2020	001-0000-207.20-00	FEB 20 SALES TAX	CHECK #:	103	.04
0080-8P77-YRR7		001945		00	04/24/2020	501-0000-207.20-00	FEB 20 SALES TAX	CHECK #:	103	49,412.64
0111-K4KB-8T25		001948		00	04/24/2020	501-0000-207.20-00	MAR '20 SALES TAX	CHECK #:	103	44,253.52
0080-8P77-YRR7		001946		00	04/24/2020	501-4110-441.48-02	FEB 20 SALES TAX	CHECK #:	103	216.10
0111-K4KB-8T25		001948		00	04/24/2020	501-4110-441.48-02	MAR '20 SALES TAX	CHECK #:	103	37.89
0111-K4KB-8T25		001948		00	04/24/2020	501-4120-441.48-02	MAR '20 SALES TAX	CHECK #:	103	187.08
0080-8P77-YRR7		001947		00	04/24/2020	501-4130-441.48-02	FEB 20 SALES TAX	CHECK #:	103	37.94
0080-6D8H-7FDX		001948		00	04/24/2020	501-4130-441.48-02	FEB 20 SALES TAX	CHECK #:	103	54.85
0111-K4KB-8T25		001948		00	04/24/2020	501-4130-441.48-02	MAR '20 SALES TAX	CHECK #:	103	99.67
0080-Y67F-376J		001943		00	04/24/2020	551-0000-207.20-00	FEB 20 SALES TAX	CHECK #:	103	282.32
0111-6J83-A557		001948		00	04/24/2020	551-0000-207.20-00	MAR '20 SALES TAX	CHECK #:	103	275.43
							VENDOR TOTAL *		.00	94,857.48
0000679	00	KANSAS MUNICIPAL JUDGES ASSOC								
04202020		001931		00	04/24/2020	001-1330-413.46-02	ANNUAL DUES 2020		25.00	
							VENDOR TOTAL *		25.00	
0002489	00	KPERS								
1539223		001948		00	04/24/2020	721-0000-202.03-05	042320 PAY PERIOD	CHECK #:	112	777.50
1539226		001948		00	04/24/2020	721-0000-202.03-01	042320 PAY PERIOD	CHECK #:	112	110.49
1539240		001948		00	04/24/2020	721-0000-202.03-01	042320 PAY PERIOD	CHECK #:	112	39,662.73
							VENDOR TOTAL *		.00	40,550.72
0003568	00	KPERS RETIREMENT								
1539248		001948		00	04/24/2020	721-0000-202.03-03	042320 PAY PERIOD	CHECK #:	118	1,560.67
							VENDOR TOTAL *		.00	1,560.67
0002490	00	KPF								
1539224		001948		00	04/24/2020	721-0000-202.03-05	042320 PAY PERIOD	CHECK #:	113	96.97
1539247		001948		00	04/24/2020	721-0000-202.03-02	042320 PAY PERIOD	CHECK #:	113	24,056.25

VEND NO / 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
0002490	00	KPF								
							VENDOR TOTAL *		.00	24,153.22
0004604	00	LAMP, RYNEARSON & ASSOCIATES								
0319097.01-0001PI0159			007303	00	04/10/2020	521-4210-442.31-15	HYDRAULIC STUDY		14,670.00	
							VENDOR TOTAL *		14,670.00	
0099999	00	LARA EVANS								
2002816.002		001951		00	04/24/2020	001-0000-347.01-00	BASEBALL REFUND		75.00	
							VENDOR TOTAL *		75.00	
0099999	00	LARRY ROUSSELO								
2002815.002		001950		00	04/24/2020	001-0000-347.01-00	BASEBALL REFUND		70.00	
							VENDOR TOTAL *		70.00	
0004949	00	LEGAL RECORD, THE								
L85539		001932		00	04/24/2020	001-1150-411.47-01	NOTICE OF BOND SALE		54.10	
L85503		001933		00	04/24/2020	001-1150-411.47-01	ORD. SUMMARY		3.93	
							VENDOR TOTAL *		58.03	
0099999	00	MUENCH, BETTY								
000049755		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		61.31	
							VENDOR TOTAL *		61.31	
0099999	00	NORDIN, ANDREW								
000061583		UT		00	04/20/2020	501-0000-229.00-00	FINAL BILL REFUND		17.58	
							VENDOR TOTAL *		17.58	
0002216	00	PATRIOTS BANK								
04012020		001948		00	04/24/2020	001-3120-431.61-04	DUMP TRUCK LEASE PMT	CHECK #:	129	17,514.23
							VENDOR TOTAL *		.00	17,514.23
0001569	00	PAYCOR, INC								
9636795		001948		00	04/24/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	563.35
							VENDOR TOTAL *		.00	563.35
0001017	00	POWERPLAN								
1346673		001935		00	04/24/2020	501-4130-441.52-02	HYDRAULIC CYLINDER-#430		1,343.09	
							VENDOR TOTAL *		1,343.09	
0099999	00	PROULX, WESLEY								
000060569		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		22.31	
							VENDOR TOTAL *		22.31	
0004967	00	RIFFORD IV, GEORGE								
04162020		001936		00	04/24/2020	001-3110-431.52-20	PROPERTY DAMAGE		EFT:	500.00
							VENDOR TOTAL *		.00	500.00
0099999	00	ROBERTS, MATTHEW								
000035767		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND		241.60	

VEND NO / 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
0099999	00	ROBERTS, MATTHEW							
							VENDOR TOTAL *	241.60	
0099999	00	SCOTT, THOMAS							
000063061		UT		00	04/21/2020	501-0000-229.00-00	FINAL BILL REFUND	111.06	
							VENDOR TOTAL *	111.06	
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							
2506323		001937		00	04/24/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	249.00
							VENDOR TOTAL *	.00	249.00
0099999	00	SUSAN WHITMER							
2002818.002		001950		00	04/24/2020	001-0000-347.11-00	SHELTER RENTAL REFUND	40.00	
							VENDOR TOTAL *	40.00	
0004722	00	TURNER CONSTRUCTION COMPANY							
3-PD1801		001938		00	04/24/2020	401-2120-421.61-03	DAY 2 WORK	EFT:	4,440.00
							VENDOR TOTAL *	.00	4,440.00
0001126	00	VALIDITY SCREENING SOLUTIONS							
188872		001940		00	04/24/2020	001-1140-411.31-15	I-9'S	EFT:	126.00
188872		001939		00	04/24/2020	601-1230-412.31-15	POST OFFER BACKGROUND CK	EFT:	154.10
							VENDOR TOTAL *	.00	280.10
							HAND ISSUED TOTAL ***		206,707.57
							EFT/EPAY TOTAL ***		1,428,583.46
							TOTAL EXPENDITURES ****	59,654.70	1,635,291.03
							GRAND TOTAL **********		1,694,945.73

NEGATIVE CHECK REGISTER

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: MAY 4, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a construction contract for the Tuscan Farm Sanitary Sewer Lift Station

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the City Administrator to execute a contract with Superior Excavating, L.L.C. for the Tuscan Farm Sanitary Sewer Lift Station Project for a total of $489,876.00 and authorize the City Administrator to approve construction related Change Orders up to an additional $49,000.00 (10%).

Background/Description of Item:

Tuscan Farms First Plat - Phase 1 is a single-family development located on the west side of Gardner Road, immediately south of the Nike Middle School. The project consists of streets, storm sewers, water lines, streetlights and misc. appurtenant items, as well as gravity sanitary sewer and a sanitary sewer force main that were awarded for construction at the March 2, 2020 regular council meeting.

Council approved a petition from Chad Burkdoll for the formation of a benefit district to construct certain infrastructure improvements to serve the Tuscan Farms residential development and adopted Resolution 2012 authorizing the improvements in accordance with Kansas Statutes.

The construction costs are included in the Ordinance No. 2613. The Ordinance for the benefit district included estimated construction costs of $603,698.25, including contingencies, force main and appurtenances, for the Tuscan Farm Lift station.

An Invitation to Bid notice was published online at www.drexeltech.com in their distribution plan room, in The Legal Record, and on the City's website. Bids for the project were received and publicly opened on March 3, 2020.

Only one bid was received:

Bidder	Total Bid
Superior Excavating, L.L.C.	$489,876.00

The design engineer reviewed the bid documents and references for Superior Excavating, and recommends award of the project. Staff anticipates issuing a Notice to Proceed in May 2020.

Financial Impact:

Funding for this project will come from the special benefit district (Tuscan Farms Phase 1 SBD and primarily the Tuscan Farms Lift Station SBD). The City issued temporary notes in 2019 to provide temporary financing for the project. After the improvements are complete, the City will issue long-term bonds to provide permanent financing. The cost of the improvements will be assessed one-hundred percent (100%) against the improvement districts and zero percent (0%) to be paid by the City at large.

Attachments Included:

- Engineer's Recommendation to Award
- Bid Document
- Plan holders List

Suggested Motion:

Authorize the City Administrator to execute a contract with Superior Excavating, L.L.C. for the Tuscan Farm Sanitary Sewer Lift Station Project for a total of $489,876.00 and authorize the City Administrator to approve construction related Change Orders up to an additional $49,000.00 (10%).

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
941 W. 141st Terrace, Suite A,
Kansas City, MO 64145
816-777-0400

March 30, 2020

Michael Kramer, P.E.
Public Works Director
City of Gardner
120 E. Main Street
Gardner, KS 66030

RE: Recommendation for award – Tuscan Farm Sanitary Sewer Lift Station
City Project WW-1905
Allenbrand-Drews Project #32567
Anderson Engineering Project #19KC10025

Dear Mr. Kramer,

The lone bidder for the above referenced project was received on March 3, 2020. The bid was checked by City staff for accuracy, completeness and other applicable requirements and corrected accordingly. Additional analysis was performed to compare it to the initial engineer's estimate performed for the formation of the benefit district. The bid received was:

Superior Excavating, L.L.C.	$ 489,876.00
Engineer's Estimate for bid opening	$ 173,622.00
Engineer's Estimate for Benefit District Formation	$ 681,600.00

Anderson Engineering contacted a number of the provided references for Superior Excavating, L.L.C. The references indicate they have successfully completed similar type work in the region and would use them for future projects.

The discrepancy between the actual bid was due in part that the estimate was based on equipment costs and not installation costs.

Based on the above information, Anderson Engineering recommends that the City of Gardner award the construction contract for the Tuscan Farm Sanitary Sewer Lift Station project in the amount of their bid of $489,876.00.

Sincerely,

Jim Long, P.E.
Enclosures: Bid Tab

GARDNER KANSAS

Proposer's Affidavit

PROJECT # WW-1905

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: Superior Excavating LLC

Address: 10401 N. Woodlawn

City/State/Zip: Valley Center, KS 67147

Contact Person: Al Linnebur

Phone: 316-260-1829 Email: al@superiorexcavating.net

Federal ID #: 47-1126413

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit

☐ Partnership ☒ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

A. He/she is an officer of the organization.
B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
C. The Proposer complies with all of the requirements of the Bid.
D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each): Addendum No.: 1 Dated: 1/22/20
Addendum No.: 2 Dated: 1/24/20

Addendum No.: _____ Dated: _____

Authorized Signature: Chris Barnhart Date: 03/02/2020
Chris Barnhart (Title) Owner

Subscribed and sworn to before me this 02nd day of March, 2020 by Chris Barnhart

Lisa Kay Baggett (seal, if any)
(Signature of Notary Public)

My commission expires: 04/27/20

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

Bid Form

PROJECT # WW-1905 Tuscan Farm – Sanitary Sewer Lift Station

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Tuscan Farm - Sanitary Sewer Lift Station

No.	Item	Unit	Quantity	Unit Price	Amount
1	Lift Station w/ controls & alarms	L.S.	1	$ 223475	$ 223,475 -
2	Telemetry System	Each.	1	$ 10200	$ 10,200 -
3	Generator	Each	1	$ 54702	$ 54,702 -
4	Automatic Transfer Switch	Each	1	$ 11394	$ 11,394 -
5	8'x8' Structure	L.S.	1	$ 19500	$ 19,500 -
6	12" Reinforced Concrete Pad for Generator	S.F.	80	$ 18.00	$ 1,440 -
7	8" Reinforced Concrete Pad around Lift Station	S.F.	1575	$ 10.25	$ 16,144 -
8	Force Main Flow Meter	L.S.	1	$ 30482	$ 30,482 -
9	7.5'x8.5' Valve Box	Each	1	$ 102531	$ 102,531 -
10	8' Chain Link Black Vinyl Coated Fence	L.F.	154	$ 52.65	$ 8,108 -
11	Black Vinyl Coated Chain Link Gate with Lock	Each	1	$ 1900	$ 1,900 -
12	Force Account				$ 10,000.00

Total Lift Station $ 489,876.00

Total Bid Amount $ 489,876.00

Authorized Signature: Chris Barnhart Date: 03/02/2020

Name and Title: Chris Barnhart / Owner

Subscribed and sworn to before me this 02nd day of March, 2020 by Chris Barnhart

Lisa Kay Baggett (seal, if any)

(Signature of Notary Public)

My commission expires: 04/27/20

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

Bid Bond

PROJECT # WW-1905

KNOW ALL MEN BY THESE PRESENTS, that Superior Excavating, LLC as Principal, hereinafter called the Principal, and Granite Re, Inc. a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the following project:

PROJECT: Tuscan Farm - Sanitary Sewer Lift Station

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her 3rd day of March, 2020.

Superior Excavating, LLC

[SEAL]

[Contractor/Principal]

Chris Barnhart owner

[Title]

ATTEST:

[Secretary]

Granite Re, Inc.

[Surety Company]

[SEAL]

By:

Kenneth D. Whittington [Attorney-in-fact]

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 3rd day of March, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Secretary/Treasurer

GARDNER
KANSAS

ADDENDUM NO. 1

PROJECT # *WW-1905*
Bid Opening: 11:00, February 4, 2020

Date: January 22, 2020

Project Name: Tuscan Farm 1st Plat – Phase 1

THIS ADDENDUM ADDS, CHANGES, OR CLARIFIES THE FOLLOWING:

Addendum to the Bid Documents:

1. Included Bid Documents
2.
3.

This Addendum is herewith made a part of the Contract Documents and shall be submitted with the Bid, with signature indicating acknowledgement and receipt.

Company Name: Superior Excavating

Name: Chris Barnhart

Signature: Chris Barnhart

Date: 03/02/2020

GARDNER KANSAS

Bidder's Qualification Statement

PROJECT # WW-1905

---

1. The name, address, telephone number/fax number/email address of the bidder.

   Name: Superior Excavating

   Address: 10401 N. Woodlawn, Valley Center, KS 67147

   Phone/Fax/Email: 316-260-1829 / 316-201-6433 / al@superiorexcavating.net

2. Years in business 6

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

   See attached sheet

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

   See attached sheets

   i. Name of Client: _____ Date of Project: _____

   Contact Person: _____ Phone: _____

   Description of Project: _____

   ii. Name of Client: _____ Date of Project: _____

   Contact Person: _____ Phone: _____

   Description of Project: _____

iii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	**Names:**	**Years of Experience:**
Project Manager:	Al Linnebur	28 yrs.
Superintendent:	Jerry Bell	36 yrs.
Foreman:		
Other Personnel:		

6. List of Proposed Major Subcontractors:
Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

2013	Komatsu	Crawler Dozer	[illegible]
2013	Komatsu	Wheel Loader	[illegible]
2011	Bobcat	Skid Steer Loader	[illegible]
2010	Komatsu	Track Excavator	[illegible]
2012	John Deere	Skidder Tongue	[illegible]
2017	John Deere	Electric Scissor	[illegible]
2014	Bobcat	Skid Steer	[illegible]
2002	Polaris	[illegible]	[illegible]
2013	Gehl	CTL Extreme Skid	[illegible]
2013	Takeuchi	TL10	[illegible]
2008	Airtec [illegible]	Stone Chips [illegible]	[illegible]
2014	Hooker	Super 7 Model [illegible]	[illegible]
2012	Dave Cat	Grinder	[illegible]
2010	Middleby	[illegible]	[illegible]
2011	Middleby	32" Auger Bit	[illegible]
2012	Middleby [illegible]	32" Auger Bit	[illegible]
2014	Middleby	24" Auger Bit	[illegible]
2013	Kubota	[illegible]	[illegible]
2002	Hobart	Roller With Load	[illegible]
2007	Bobcat	[illegible]	[illegible]
2008	John Deere	[illegible]	[illegible]
2010	Ford	Front Bulldozer	[illegible]
2016	Bobcat	36" Auger	[illegible]
2017	John Deere	[illegible] Loader	[illegible]
2014	John Deere	[illegible]	[illegible]
2007	Takeuchi	[illegible]	[illegible]
2006	John Deere	[illegible]	[illegible]
2016	Case IH	[illegible]	[illegible]
2008	Case IH	[illegible]	[illegible]
2017	Black Hawk	[illegible]	[illegible]
2017	Bobcat	[illegible]	[illegible]
2017	John Deere	[illegible]	[illegible]
2017	John Deere	[illegible]	[illegible]
2008	Gehl	[illegible]	[illegible]
2008	John Deere	[illegible]	[illegible]
2017	Kubota	[illegible]	[illegible]
2014	Bobcat	[illegible]	[illegible]
2012	Bobcat	[illegible]	[illegible]
2018	Case IH	[illegible]	[illegible]
2018	Case IH	[illegible]	[illegible]
2017	Case IH	[illegible]	[illegible]
2009	Bobcat	[illegible]	[illegible]
2002	Dave	[illegible]	[illegible]
2017	Kendall	[illegible]	[illegible]
2007	John Deere	[illegible]	[illegible]
2014	Kubota	[illegible]	[illegible]
2016	Case IH	[illegible]	[illegible]
2012	John Deere	[illegible]	[illegible]
2008	Toro	[illegible]	[illegible]
2005	Ashland	[illegible]	[illegible]
2010	John Deere	[illegible]	[illegible]
2017	Other Makes	[illegible]	[illegible]
2018	Hatter	[illegible]	[illegible]
2010	[illegible]	[illegible]	[illegible]
2006	Case IH	[illegible]	[illegible]
2015	John Deere	[illegible]	[illegible]
2015	Caterpillar	[illegible]	[illegible]
2012	Caterpillar	[illegible]	[illegible]
2003	Mikuni	[illegible]	[illegible]
2003	Mikuni	[illegible]	[illegible]
2003	Mikuni	[illegible]	[illegible]

Superior Excavating Project Summary

Name of Project: Evergreen Terrace Senior Living, KCKS
Name of Client: Fairway Construction Co.
Date of Project: 10/31/2019
Contact Person: Kevin Harvey
Phone: 573-303-3765
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Park Ave. Estates Senior Living- Yukon, OK
Name of Client: Fairway Construction Co.
Date of Project: 8/12/2019
Contact Person: Kevin Harvey
Phone: 573-303-3765
Description of Project: Excavation, Utilities, and Concrete

Name of Project: NW Arkansas Nature and Education Center
Name of Client: Branco Enterprises
Date of Project: 12/5/2018
Contact Person: Brandon Poindexter
Phone: 417-451-5250
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Pauls Valley Elementary School- OK
Name of Client: Machill Construction Co.
Date of Project: 2/7/2019
Contact Person: Michael Barnes
Phone: 580-332-1404
Description of Project: Excavation and Utilities

Name of Project: Loves Travel Stop- El Reno, OK
Name of Client: Buffalo Construction
Date of Project: 2/5/2018
Contact Person: David Kennedy
Phone: 502-327-4686
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Loves Travel Stop- Randlett, OK
Name of Client: Buffalo Construction
Date of Project: 11/12/2017
Contact Person: David Kennedy
Phone: 502-327-4686
Description of Project: Excavation, Utilities, and Concrete

Name of Project: At Home- Garland, TX
Name of Client: Parkway Construction
Date of Project: 3/28/2018
Contact Person: Dean Smith
Phone: 972-221-1979
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Autumn Leaves Senior Care- Lee's Summit, MO
Name of Client: Lake Superior Construction
Date of Project: 5/17/2016
Contact Person: Bjorn Lindqvist
Phone: 940-566-5465
Description of Project: Excavation and Utilities

Name of Project: Wynnewood Middle School- OK
Name of Client: Machill Construction Co.
Date of Project: 11/16/2016
Contact Person: Michael Barnes
Phone: 580-332-1404
Description of Project: Excavation, Utilities, and Concrete

Subcontractor	Address	Phone #	Type/Scope of Work
None			

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: Chris Barnhart Date: 03/02/2020

(Title) Owner

Subscribed and sworn to before me this 02nd day of March, 2020 by Chris Barnhart

Lisa Kay Baggett

(Signature of Notary Public)

(seal, if any)

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

My commission expires: 04/27/20

GARDNER KANSAS

Subcontractor's Qualification Statement

PROJECT # WW 1905 N/A

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

8. The name, address, telephone number/fax number/email address of the Subcontractor.

   Name: _____

   Address: _____

   Phone/Fax/Email: _____

9. Years in business _____

10. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

    _____

    _____

11. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

    i. Name of Client: _____ Date of Project: _____

       Contact Person: _____ Phone: _____

       Description of Project: _____

    ii. Name of Client: _____ Date of Project: _____

N/A

Contact Person: _____ Phone: _____

Description of Project: _____

iii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

12. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	**Names:**	**Years of Experience:**
Project Manager		
Superintendent		
Foreman:		
Other Personnel:		

N/A

13. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: _____ Date: _____

(Title)

Subscribed and sworn to before me this _____ day of _____, 2020 by _____.

_____ (seal, if any)

(Signature of Notary Public)

My commission expires: _____

PROJECT # WW-1905

Certificate of Nondiscrimination – Mandatory Provisions

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

(1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;

(2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;

(3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part,.by the City of Gardner;

(4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and

(5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals $5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 03/02/2020

Superior Excavating
Contractor/Principal

By: Chris Brecht
Signature

CORPORATE SEAL

Owner
(Official Title of Signer)

GARDNER
KANSAS

Noncollusion Affidavit of Prime Bidder

PROJECT # WW-1905

STATE OF Kansas)
COUNTY OF Sedgwick)

Chris Barnhart, being first duly sworn deposes and says that:

(1) He is Owner of Superior Excavating, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Chris Barnhart

Name: Chris Barnhart

Title: Owner

Bidder: Superior Excavating

Subscribed and sworn to before me this 02nd day of March, 2020 by Chris Barnhart

Lisa Kay Baggett (seal, if any)

(Signature of Notary Public)

My commission expires: 04/27/20

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

BID TAB FOR:
Tuscan Farm - Sanitary Sewer Lift Station
WW1905
Bid Opening: March 3, 2020 (11:00am)

			Engineer's Est			Superior Excavating LLC	
	Sanitary Sewer						
Item	Item	Unit	Quantity	Unit Price	Amount	Unit Cost	Amount
1	**Lift Station**	L.S.	1	73500.00	73,500.00	$223,475.00	$223,475.00
2	**Telemetry System**	Each	1	5500.00	5,500.00	$10,200.00	$10,200.00
3	**Generator**	Each	1	30000.00	30,000.00	$54,702.00	$54,702.00
4	**Automatic Transfer Switch**	Each	1	2000.00	2,000.00	$11,394.00	$11,394.00
5	**8'x8" Structure**	L.S.	1	17500.00	17,500.00	$19,500.00	$19,500.00
6	**12" Reinforced Concrete Pad for Generator**	S.F.	80	30.00	2,400.00	$18.00	$1,440.00
7	**8" Reinforced Concrete Pad around Lift Station**	S.F.	1,575	12.00	18,900.00	$10.25	$16,143.75
8	**Force Main Flow Meter**	L.S.	1	2400.00	2,400.00	$30,482.00	$30,482.00
9	**7.5"x8.5" Valve Box**	Each	1	7500.00	7,500.00	$102,531.00	$102,531.00
10	**8" Chain Link Black Vinyl Coated Fence**	L.F.	154	18.00	2,772.00	$52.65	$8,108.10
11	**Black Vinyl Coated Chair Link Gate**	Each	1	1150.00	1,150.00	$1,900.00	$1,900.00
12	**Force Account**				10,000.00		$10,000.00
			Total Sanitary Sewer		**173,622.00**		**$489,875.85**
	See Notes on Award Recommendation letter						

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: MAY 4, 2020
STAFF CONTACT: MICHAEL KRAMER, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing a task order agreement for construction services for internal improvements in the City of Gardner, Kansas

Strategic Priority: Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends authorizing a task order agreement with BHC Rhodes for professional services in the amount of $49,855.20 for construction services for internal improvements in the City of Gardner, Kansas

Background/Description of Item:
Brungardt Honomichl & Co., P.A., (BHC Rhodes) is currently under contract (not to exceed $24,000) for general on-call engineering services including performance of construction services of construction observation/inspection of public and/or private improvements. They are well qualified in Design and Construction Services, including inspections.

The task order includes services for the installation of the sanitary sewer main and lift station at Tuscan Farm, billed at standard hourly rates. The maximum amount is $49,855.20.

Attachments:
- Task Order

Financial Impact:
Funding for this Task Order will come from the special benefit district (Tuscan Farms Phase 1 SBD and the Tuscan Farms Lift Station SBD). The cost of the services will be assessed one-hundred percent (100%) against the improvement districts and zero percent (0%) to be paid by the City at large.

Staff Recommendation:
Authorize the City Administrator to sign the task order with BHC Rhodes for professional services in the amount of $49,855.20 for construction services for internal improvements in the City of Gardner, Kansas

BHC RHODES
Civil Engineering • Surveying • Utilities

Brungardt Honomichl & Company P.A.
7101 College Blvd., Suite 400
Overland Park, KS 66210
913-663-1900

TASK ORDER

Task Order Number: 028720.00.02 (Construction Observation) **Date Issued**: April 20, 2020

Description of Services:

Construction observation services for the installation of the sanitary sewer main and lift station at Tuscan Farms located at 196th Street and Gardner Road in Gardner, Kansas. These additional services are performed per the terms and conditions in the original Agreement for Professional Services dated March 17, 2020. Attached is a breakdown of estimated hours and associated fees and expenses for this task order.

Type of Payment: See Exhibit B of the Original Agreement for Unit Rates

X Hr & Expense with a maximum in the amount of $ 49,885.20

___ Lump Sum / Fixed Fee

___ Unit Price

___ Other _____

Terms:

As stated in the Agreement for Professional Services dated March 17, 2020

Start: May 1, 2020 **Complete**: June 30, 2020

Authorized:

Brungardt Honomichl & Company, P.A.:

4/21/2020

Signature Date

City of Gardner:

Signature Date

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: MAY 4, 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: Utilities Department – Water Division

Staff Recommendation:
Staff recommends accepting easements and authorizing payments totaling $20,877 for the new raw water main as part of the Hillsdale Expansion Project, CIP WA-2002.

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 improvements. 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.

On April 6, 2020, City Council authorized payment for permanent and temporary construction easements involving five landowners.

Settlements have been reached with last two property owners:

Landowner Name	Easement Type	Length, ft.	Settlement	Comments
Theodore E. & Elizabeth C. Beauchamp	Permanent	172.47	$4,877	Documents signed
Larry W. & Janice R. Medlin	Permanent	651.69	$16,000	Documents signed
		TOTAL	**$20,877**	

Financial Impact:
The payments for these easements will be funded from Hillsdale Expansion Project, CIP WA-2002.

Attachments included:

a. Easement Agreements (2)
b. April 6, 2020, City Council Meeting Minutes excerpt

Suggested Motion:
Accept and authorize payment totaling $20,877.00 for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project

Parcel No. 0393100000006000

PERMANENT EASEMENT

THIS AGREEMENT, Made and entered into this 14TH day of April, 2020, by and between **Larry W. Medlin and Janice R. Medlin,** 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 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, electricity, fiber optic, and other appurtenances necessary for the drawing from the point of intake and transport of water 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: Larry Medlin

Printed Name: LARRY MEDLIN

By: Janice R Medlin

Printed Name: Janice R Medlin

Street Address: 27867 W 231st St

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~~ Miami)

BE IT REMEMBERED, that on this 14 day of April, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came **Larry W. Medlin and Janice R. Medlin,** 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.

Kiley Eidson
Notary Public

My Appointment Expires:

6.20.2022

KILEY EIDSON
Notary Public - State of Kansas
My Appt. Exp. 6.20.2022

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 16th day of April, 2020 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:

7/2/2020

NOTARY PUBLIC STATE OF KANSAS
JASON BRUCE
My Appt. Exp. 7/2/2020

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

Utilities Director Gonz Garcia summarized that as part of the Hillsdale Water Treatment Plant expansion project, a new 24" raw water transmission main is needed. 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 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. William Osborn spoke out at a previous meeting. They looked at the alignment and were able to move the transmission line from Mr. Osborn's property to the north and are waiting for final approval from Water 7, because the new line will be between Water 7 and the right-of-way of Miami County. They will approve the final design. Staff and consultants negotiated with 8 property owners. Some have signed the agreements, two are pending with verbal agreements, and one is pending. For Victoria Lovell, it includes a pond consent. During the design, KDHE approved the new location of a retention pond with a condition that the landowners south of the plant agree to it because the pond will be within 100 feet of the property line. They signed the consent, but there was a dollar amount associated with that, included in her settlement.

Mayor Shute said it looked like there are a few more. Director Garcia hopes to bring those next meeting. Shute said they will not have any eminent domain actions. Garcia confirmed, they avoided that approach.

Councilmember Melton made a motion to accept and authorize payment for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project

Councilmember Winters Seconded.

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

Director Garcia clarified to add the pond consent agreement. Mayor Shute amended the motion to include the pond consent agreement. Councilmember Melton made a motion to include the pond consent agreement. Councilmember Winters seconded.

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

COUNCIL UPDATES

Director Powell provided an update that permits have slowed in recent weeks, but there is still activity. Staff are taking applications electronically that they set up. It's working well for developers, but general citizens are having difficulty accessing it for things like fences and decks. Powell said they are fully staffed and recommends residents call in with questions or assistance. The city is still doing business, can email or call during normal business hours. Many departments are functioning the same way. Price Chopper moving forward, but has slowed because of social distancing for construction crews. Staff are still doing inspections at a normal level. They are seeing new house permits coming in. Staff are experiencing a slowdown in inter-office materials going around with people working from home, but staff is working on it. Councilmember Gregorcyk said those residents doing home improvement, can staff put something on social media about the online process? Powell said he is working with the Communications Manager on that. With regard to home improvements, he has heard many stores are selling out of paint. Councilmember Melton asked if someone is replacing some deck boards, but not replacing the whole deck, do they need a permit? Powell said if they are doing maintenance or repair on less than half, then no, but if they are reskining the whole deck, it's best to call the office and make sure it's up to code.

Director Bruce said staff is working remotely. One task is training on the new software program, which is still on schedule for June. Staff is looking at contingency planning for programs, consulting with other agencies, putting plans in place for when they can resume programming. Parks maintenance continue to work on parks. They ask the public to stay off playgrounds. Mayor Shute said he received an email about Gardner Golf Course, forwarded

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: MAY 4, 2020

STAFF CONTACT: LARRY POWELL, BUSINESS & ECO DEV DIRECTOR

Agenda Item: Consider adopting an ordinance approving amendments to the Cover and Chapters 1, 3, 4, 5, 9, 10, and 11 of the *City of Gardner Comprehensive Plan*, and adopting the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan.

Strategic Priority: Economic Development, Fiscal Stewardship, Quality of Life, Asset and Infrastructure Management

Department: Business & Economic Development

Planning Commission Recommendation:
The Planning Commission adopted Resolution No. PC-20-01 to amend the following portions of the *City of Gardner Comprehensive Plan*: Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and adopt and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and recommends the Governing Body approve the amendments to the *City of Gardner Comprehensive Plan*, and adopt and incorporate by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan.

Staff Recommendation:
Staff recommended the Planning Commission hold a public hearing and recommended adopting Planning Commission Resolution No. PC-20-01 amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation of the *City of Gardner Comprehensive Plan,* and adopting and incorporating by reference the *Gardner Destination Downtown* plan, and forward a recommendation of approval to the Governing Body.

Background/Description of Item:
Gardner Main Street Corridor Plan
In October of 2016, City Council approved an agreement with the Mid-America Regional Council to create the *Gardner Main Street Corridor Plan and Market Analysis*. This $150,000 project was made possible through an $112,500 grant from the Mid-America Regional Council's *Planning Sustainable Places Initiative*, a regional program funded by the state-allocated *Surface Transportation Program (Livable Communities Pilot)* to assist communities in exploring transportation network improvements that enhance quality-of-life and support long-term community growth.

A steering committee representing various professions and interests provided direction, assisted by numerous local, county and regional professionals representing economic development, transportation, parks and recreation, utilities, finance, public safety, communications, mapping, transit and administrative expertise. The Kansas Department of Transportation (KDOT) and Mid-

America Regional Council (MARC) also provided project guidance. The consulting team was led by a Kansas City based planning and landscape architecture firm, Confluence, assisted by Collins Noteis & Associates (specializing in planning, economic development and government affairs), Wilson & Company (specializing in transportation engineering), and Economic & Planning Systems (providing expertise in real estate development, public sector financing, and market and economic analysis). The planning process involved three public meetings, a successful online survey, and numerous meetings with local individual stakeholders and property owners including the Fair Board.

In April of 2018, the Governing Body approved Comprehensive Plan amendments to incorporate the *Gardner Main Street Corridor Plan* and *Gardner Main Street Market Analysis*. This plan provides specific policy guidance for the entire Main Street Corridor through the City and extending into adjacent neighborhoods and development areas. Timeline for implementation ranges from immediate (within 1-5 years), medium-term (5-10 years), long-term (10+ years), or ongoing activities. These general timelines are designed to coincide with the ranges for capital projects included in the 5-year Capital Improvements Plan (CIP) and 20 year Capital Improvements Element (CIE), which are reviewed annually.

Gardner Destination Downtown Plan

The *Gardner Destination Downtown* plan is the second level of planning in the Planning Sustainable Places program, and further implements the Corridor Plan. This $90,000 project was made possible through a $72,000 grant through the same program. It focuses on project development and implementation activities for an 8-block study area of Downtown (and including Cornerstone Park) so that implementation projects can move closer to readiness for preliminary engineering.

The Steering Committee and other project partners from the Corridor Plan were re-engaged for this project, including the same consulting team. Public engagement activities began with an all-day tour of civic spaces and market facilities in six locations around the KC metro area, followed by a workshop. The public input survey regarding preferred open space amenities had over 500 responses, representing 2.5% of Gardner's population. The highest ranked amenities with majority support for Downtown were a farmer's market, walking paths, interactive water feature, food trucks, and amphitheater. New project champions were engaged during an open space workshop and "Walk 'N Roll" tour that identified barriers to access and mobility in Downtown. Potentially impacted property owners were consulted at multiple stages of the planning process along with the citizen committees to ensure that the various elements of the plan are welcome and achievable. The plan was also based on an examination of existing green spaces, streetscapes, and parking options.

The plan describes a vision for the following public space enhancements that create a strong visual and physical connection between Main Street and Cornerstone Park:

- Cornerstone Park – multi-purpose building transforming from closed to open air depending on the season, inclusive playground, interactive water feature, additional picnic shelters.
- New City Hall Plazas – public market shed/covered parking area and plaza/promenade spaces with murals, a prominent vertical monument, and green infrastructure.
- New Civic Green connecting Cornerstone Park and City Hall Plaza (including road tables to ease pedestrian access across roadways) – botanical gardens, paths, amphitheater lawn, overhead trellises, performance structure, plaza, outdoor seating area, and other furnishings.

The planned streetscape improvements include recommendations for street reconstruction, sidewalk and ramp improvements, accessible parking spaces and business entrance improvements, a median on Main Street, parking reconfiguration, off-street bike facilities along Center Street, and streetscape elements such as planters, gateway markers, and wayfinding signage. A mobility hub with shelter, electronic message board, bicycle racks, and potentially scooter shares is planned at the intersection of Center and Park streets. It may also function as a formal ride-sharing pick-up and drop-off location for Downtown.

The plan groups improvements for potential projects while recognizing that changes in leadership, potential funding, and partnerships will impact phasing and timing of projects. The plan provides a coherent vision to enable construction designs to be prepared.

The *Gardner Destination Downtown* plan is intended to be adopted as part of the *2014 City of Gardner Comprehensive Plan* after having been found to further many goals of the Comprehensive Plan. The attached Comprehensive Plan amendment achieves the integration of these plans.

On February 25, 2020, the Planning Commission held a public hearing on the draft Comprehensive Plan amendments and the draft *Gardner Destination Downtown* plan. No members of the public spoke at the hearing. The Planning Commission unanimously voted to approve Planning Commission Resolution PC-20-01 to amend the Comprehensive Plan, and to adopt and incorporate by reference the *Gardner Destination Downtown* plan, and to forward a recommendation of approval to the Governing Body.

Financial Impact:
No financial impact with the adoption of the plan amendment at this time.

Other Impacts:
The plan serves as a guide for future public investment.

Attachments included:

- Ordinance No. 2661
- Planning Commission Resolution PC-20-01 (includes Planning Commission adopted amendments, and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan).
- Draft Planning Commission minutes – February 25, 2020 meeting
- Planning Commission agenda materials – February 25, 2020 meeting

Suggested Motion:
Adopt Ordinance No. 2661, an ordinance adopting amendments to the Comprehensive Plan for the City of Gardner, Kansas, amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation; and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan

ORDINANCE NO. 2661

AN ORDINANCE ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN FOR THE CITY OF GARDNER, KANSAS, AMENDING THE COVER PAGE, CHAPTER 1 INTRODUCTION, CHAPTER 3 PUBLIC PARTICIPATION, CHAPTER 4 VISION, GOALS & OBJECTIVES, CHAPTER 5 LAND USE & DEVELOPMENT, CHAPTER 9 IMAGE & IDENTITY, CHAPTER 10 SUSTAINABILITY FRAMEWORK, AND CHAPTER 11 IMPLEMENTATION; AND INCORPORATING BY REFERENCE THE GARDNER DESTINATION DOWNTOWN: A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT PLAN

WHEREAS, the City of Gardner has a duly constituted Planning Commission as provided by K.S.A 12-744; and

WHEREAS, pursuant to K.S.A. 12-747(a), the Gardner Planning Commission is authorized to make or cause to be made a comprehensive plan for the development of the City of Gardner and any unincorporated territory lying outside of the City but within the same County in which the City is located, which in the opinion of the Planning Commission, forms the total community of which the City is a part; and

WHEREAS, pursuant to K.S.A. 12-747(b), the Gardner Planning Commission is authorized to make recommendations to the Governing Body of the City relating to the adoption and amendment of a comprehensive plan by a single resolution or by successive resolutions and is further authorized to adopt or amend parts of the comprehensive plan for the City of Gardner; and

WHEREAS, the City of Gardner adopted a Comprehensive Plan titled "City of Gardner Comprehensive Plan", approved with Ordinance 2457 on September 15, 2014; and amended with Ordinance No. 2517 on June 20, 2016, and Ordinance No. 2553 on September 18, 2017, and Ordinance No. 2554 on September 18, 2017, and Ordinance No. 2574 on April 16, 2018, and Ordinance No. 2582 on June 18, 2018; and

WHEREAS, the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation including the "Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project" plan was prepared for review by the Gardner Planning Commission in accordance with K.S.A. 12-747, and

WHEREAS, proper notice was published in the official City newspaper once at least twenty (20) days prior to the public hearing on the proposed amendment to the City of Gardner Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation including the Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan on February 25, 2020, at which public comments were encouraged; and

WHEREAS, on February 25, 2020, the Planning Commission adopted Resolution No. PC-20-01, titled "A RESOLUTION ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN

FOR THE CITY OF GARDNER, KANSAS, AMENDING THE COVER PAGE, CHAPTER 1 INTRODUCTION, CHAPTER 3 PUBLIC PARTICIPATION, CHAPTER 4 VISION, GOALS & OBJECTIVES, CHAPTER 5 LAND USE & DEVELOPMENT, CHAPTER 9 IMAGE & IDENTITY, CHAPTER 10 SUSTAINABILITY FRAMEWORK, CHAPTER 11 IMPLEMENTATION AND INCORPORATING BY REFERENCE THE GARDNER DESTINATION DOWNTOWN: A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT PLAN", providing recommended amendments to the City of Gardner Comprehensive Plan to the Governing Body of the City in accordance with K.S.A. 12-747; and

WHEREAS, pursuant to K.S.A. 12-747(b), upon receipt of the Planning Commission's recommendation to adopt amendments to the City of Gardner Comprehensive Plan, the Governing Body of the City has considered the Planning Commission's recommendation and does hereby take the following action upon such recommendation;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: The amendments to the City of Gardner Comprehensive Plan for the City of Gardner, Kansas, amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, Chapter 11 Implementation, including the Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan, and the findings identified in Planning Commission Resolution PC-20-01, are approved and adopted.

SECTION TWO: The adopted amendments will be incorporated into the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation, replacing the previously adopted sections in Ordinance 2457.

SECTION THREE: This Ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED and APPROVED this 4th day of May, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

Attest:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

Planning Commission
RESOLUTION NO. PC-20-01

A RESOLUTION ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN FOR THE CITY OF GARDNER, KANSAS, AMENDING THE COVER PAGE, CHAPTER 1 INTRODUCTION, CHAPTER 3 PUBLIC PARTICIPATION, CHAPTER 4 VISION, GOALS & OBJECTIVES, CHAPTER 5 LAND USE & DEVELOPMENT, CHAPTER 9 IMAGE & IDENTITY, CHAPTER 10 SUSTAINABILITY FRAMEWORK, CHAPTER 11 IMPLEMENTATION AND INCORPORATING BY REFERENCE THE GARDNER DESTINATION DOWNTOWN: A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT PLAN

WHEREAS, the City of Gardner has a duly constituted Planning Commission as provided by K.S.A 12-744; and

WHEREAS, pursuant to K.S.A. 12-747(a), the Gardner Planning Commission is authorized to make or cause to be made a comprehensive plan for the development of the City of Gardner and any unincorporated territory lying outside of the City but within the same County in which the City is located, which in the opinion of the Planning Commission, forms the total community of which the City is a part; and

WHEREAS, pursuant to K.S.A. 12-747(b), the Gardner Planning Commission is authorized to make recommendations to the Governing Body of the City relating to the adoption and amendment of a comprehensive plan by a single resolution or by successive resolutions and is further authorized to adopt or amend parts of the comprehensive plan for the City of Gardner; and

WHEREAS, the City of Gardner adopted a Comprehensive Plan titled "City of Gardner Comprehensive Plan", approved with Ordinance 2457 on September 15, 2014; and amended with Ordinance No. 2517 on June 20, 2016, and Ordinance No. 2553 on September 18, 2017, and Ordinance No. 2554 on September 18, 2017, and Ordinance No. 2574 on April 16, 2018, and Ordinance 2582 on June 18, 2018; and

WHEREAS, the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation including the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan was prepared for review by the Gardner Planning Commission in accordance with K.S.A. 12-747, and

WHEREAS, proper notice was published in the official City newspaper once at least twenty (20) days prior to the public hearing on the proposed amendment to the City of Gardner Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover

Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation including the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan on February 25, 2020, at which public comments were encouraged; and

WHEREAS, the Gardner Planning Commission is recommending to the Governing Body the Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and adopting and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, in accordance with K.S.A. 12-747

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Gardner, Kansas, hereby adopts the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas, incorporated herein by reference, amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, Chapter 11 Implementation and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and recommends adoption of same of by the Governing Body in accordance with K.S.A. 12-747.

This Resolution, together with a certified copy of the Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and a written summary of the Planning Commission Public Hearing conducted regarding said Amendments, shall be submitted to the Governing Body pursuant to K.S.A. 12-747.

ADOPTED by the Planning Commission of the City of Gardner, Kansas this 25th day of February, 2020.

Scott Boden, Chairman

Larry J. Powell, Secretary

CITY OF GARDNER COMPREHENSIVE PLAN

PREPARED BY: HOUSEAL LAVIGNE ASSOCIATES || ADOPTED SEPTEMBER 15, 2014

Adopted by Planning Commission Resolution PC-14-02 on July 29, 2014 and
City Council Ordinance No. 2457 on September 15, 2014

Revised:

Planning Commission Resolution PC-16-02 on May 24, 2016 and
City Council Ordinance No. 2517 on June 20, 2016

Planning Commission Resolution PC-17-01 on July 25, 2017 and
City Council Ordinance No. 2553 on September 18, 2017

Planning Commission Resolution PC-17-02 on August 27, 2017 and
City Council Ordinance No. 2554 on September 18, 2017

Planning Commission Resolution PC-18-01 on March 27, 2018 and
City Council Ordinance No. 2574 on April 16, 2018

Planning Commission Resolution PC-18-02 on May 22, 2018 and
City Council Ordinance No. 2582 on June 18, 2018

Planning Commission Resolution PC-20-01 on February 25, 2020 and
City Council Ordinance No. ____ on March 16, 2020

GARDNER
KANSAS
Blazing New Trails

AMENDMENTS TO THE COMPREHENSIVE PLAN FOR THE CITY OF GARDNER, KANSAS, AMENDING THE COVER PAGE, CHAPTER 1 INTRODUCTION, CHAPTER 3 PUBLIC PARTICIPATION, CHAPTER 4 VISION, GOALS & OBJECTIVES, CHAPTER 5 LAND USE & DEVELOPMENT, CHAPTER 9 IMAGE & IDENTITY, CHAPTER 10 SUSTAINABILITY FRAMEWORK, AND CHAPTER 11 IMPLEMENTATION AND ADOPTING BY REFERENCE THE GARDNER DESTINATION DOWNTOWN: A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT.

Amend the cover page to include all adopted amendments to date.

CHAPTER 1. INTRODUCTION

ORGANIZATION OF THE COMPREHENSIVE PLAN

The Gardner Comprehensive Plan is divided into the following chapters:

1. **Introduction** – a description of the purpose of the plan, process, and content.
2. **Community Profile** – a snapshot of the City of Gardner, as it is today, that establishes the basis for recommendations in subsequent chapters.
3. **Public Participation** – a summary of the public outreach activities that took place during the comprehensive planning process, and the outcomes they produced.
4. **Vision, Goals, and Objectives** – an articulation of the shared vision for Gardner and a description of the goals and objectives for achieving the community's vision.
5. **Land Use Plan** – a future land use map for the City of Gardner and subsequent recommendations for the residential, commercial, and industrial areas of the community.
6. **Community Facilities and Services** – recommendations related to the maintenance of existing facilities and the future expansion of community facilities and services.
7. **Transportation and Mobility** – recommendations related to roadways, bicycle and pedestrian mobility, transit, and airports.
8. **Environmental Features and Open Space** – recommendations for enhancing the benefits of parks, open space, and environmental features which help to define the community's quality of life.
9. **Image and Identity** – recommendations related to the character, image, and appearance of the community including streetscape, gateways, development character, and more.
10. **Sustainability Framework** – a foundation of sustainability policies, initiatives, and program development.
11. **Implementation** – specific actions required to carry out the new Comprehensive Plan including recommendations regarding regulations, economic development strategies, priority improvement projects, general administration, and updates to the Plan.
12. **Capital Improvements** – a compilation of the various infrastructure and facility/service needs related to growth and development, with schedules of capital improvements for 5 years, 10 years, and 10+ years. *(Ord. 2553)*

Appendix A: Action Plan – a table referencing all goals, objectives, and recommended actions, including status updates. *(Ord. 2554)*

The following plans have been adopted and incorporated by reference:

I-35 & Gardner Road Interchange Subarea Plan – adopted by Resolution No. PC-16-02 by the Planning Commission on May 24, 2016, and adopted by Ordinance No. 2517 by City Council on June 20, 2016.

Gardner Main Street Corridor Plan, with associated ***Gardner Main Street Corridor Market Analysis*** – adopted by Resolution No. PC-18-01 by the Planning Commission on March 27, 2018, and adopted by Ordinance No. 2574 by City Council on April 16, 2018.

I-35 & 175th Street Interchange Subarea Plan – adopted by Resolution No. PC-18-02 by the Planning Commission on May 22, 2018, and adopted by Ordinance No. 2582 by City Council on June 18, 2018.

Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project – adopted by Resolution No. PC-20-01 by the Planning Commission on February 25, 2020, and adopted by Ordinance No. ____ by City Council on March 16, 2020.

CHAPTER 3. PUBLIC PARTICIPATION

Public participation and input is the cornerstone of the Comprehensive Plan. The Plan is founded upon the thoughts, concerns, and aspirations of the residents and businesses that call Gardner home. In this way, the City of Gardner Comprehensive Plan serves as a true reflection of the City.

This chapter of the Comprehensive Plan provides a summary of the range of public outreach events that occurred throughout the planning process. It also includes an overview of online outreach efforts that included resident and business surveys as well as a web-based mapping tool. The culmination of these results provided the foundation upon which the Gardner Comprehensive Plan was built.

Ongoing public participation and input has been obtained as part of subsequent planning efforts such as the *Gardner Main Street Corridor Plan*, *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan*, and the subarea plans that are adopted by reference as part of the Comprehensive Plan. Detailed information on methods of public engagement and input received is contained within those plans. The ideas obtained through these separate planning efforts deepen understanding of issues identified by the Comprehensive Plan relating to community facilities, land use, transportation and mobility, community character, and economic development. *(Ord. 2574, Ord. ____)*

CHAPTER 4. VISION, GOALS & OBJECTIVES

GOALS & OBJECTIVES

The City of Gardner Comprehensive Plan provides a road map for policies that will guide the City over the next 15-20 years. The Goals and Objectives help organize the Plan and provide the conceptual framework for more detailed recommendations.

Goals are overarching principles that outline an intended outcome; they are broad and long-range. Objectives are specific actions and policies that should be undertaken and/or adopted by the City of Gardner to help achieve its goals.

The Goals and Objectives are categorized as follows:

- Neighborhoods and Housing
- Commercial Areas
- Industrial Areas
- Growth and Annexation
- Transportation and Mobility
- Community Facilities
- Open Space, Recreation, and Environmental Features
- Community Character
- Sustainability

Since adoption in 2014, steps have been taken to address the goals and objectives of the Comprehensive Plan. For example, the adoption of the *Gardner Land Development Code* in 2016 *(Ord. 2518)* satisfies a wide range of objectives (here indicated by the designation "*(LDC)*" after the recommendation). As part of the 2017 amendments *(Ord. 2554)*, the City added Appendix A: Action Plan, which includes a summary table of all Comprehensive Plan recommendations. In 2018, an executive summary of achieved tasks (to be updated annually) was added to Appendix A, and these achievements are reflected in the status column of the Action Table.

Furthermore, subsequently adopted area plans (adopted by reference as part of this Plan) have presented additional recommendations that are related to the goals and objectives of the Comprehensive Plan. These plans provide more specific, detailed recommendations and guidance for land use decisions in those planning areas. Recommendations that are explored in greater depth in the *Gardner Main Street Corridor Plan* are here indicated by the designation "*(MCP)*" after the recommendation. *(Ord. 2574)* Recommendations that are explored in greater depth in the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan* are here indicated by the designation "*(GDD)*" after the recommendation. *(Ord. ____)*

Commercial Areas

Goal: Promote the City's commercial character by supporting local businesses and creating a thriving Downtown area and commercial nodes integrating mixed-use and pedestrian-oriented design and development. *(MCP)* *(GDD)*

Objectives:

- Allow for greater flexibility within the zoning and development controls to promote business growth and retention *(LDC, MCP)*
- Promote Downtown Gardner businesses through marketing and branding strategies and local partnerships including the Chamber of Commerce and similar organizations
- Create a mixed-use, pedestrian-oriented commercial district in Downtown and Main Street through streetscape, infrastructure upgrades, and economic development efforts *(MCP)* *(GDD)*
- Work with the Kansas Department of Transportation to redesign Main Street *(MCP)* *(GDD)*
- Attract hotels and hospitality-related commercial uses to support corporate and office developments
- Promote commercial growth along Main Street and at the I-35 interchanges to provide neighborhood and regional commercial areas with a diverse range of retail and commercial uses and services *(MCP)*
- Create a specific area plan for Downtown that considers future land use and development opportunities, historic preservation, transportation, and streetscape *(MCP)* *(GDD)*

Transportation & Mobility

Goal: Design a transportation network that provides safe and efficient access for all modes of travel between residential areas, businesses, and civic and recreational facilities while ensuring streets, sidewalks, and trails are well-maintained.

Objectives:

- Work with the Kansas Department of Transportation to assess the viability of redesigning and/or rerouting US-56 to a location outside of Downtown *(MCP)*
- Implement a Safe Routes to School Program that allows children to safely travel to local schools by foot or bicycle
- Adopt a Complete Streets policy so future growth and development is safe and accessible for all users *(LDC)*
- Make critical pedestrian connections to community facility destinations, including the integration of trails as outlined in the Parks System Master Plan *(MCP)* *(GDD)*
- Require full sidewalk build-out within a reasonable amount of time (e.g. 2 years) after the beginning of new development
- Develop a strategy to improve existing pedestrian facilities to be compliant with ADA guidelines (GDD)
- Work with the railroad to improve rail crossing delays throughout the City using improved signalization
- Work with Johnson County to improve access to local and regional public transportation
- Coordinate responsiveness with the Gardner Police Department and local fire protection agencies as new growth and development occurs
- Review potential growth areas for new, rerouted, or reclassified roads

Community Facilities

Goal: Ensure high quality and dependable public services and facilities including the Public Works and Parks and Recreation Departments, police and fire protection, Gardner-Edgerton Unified School District, Johnson County Library, and other community-based facilities.

Objectives:

- Develop a new Gardner Police and court services facility to support staff and operations, and service the growing and evolving population throughout the community
- As growth occurs, ensure that police staffing adequately serves the needs of the community
- Work in partnership with local fire protection agencies to ensure that existing and growth areas are adequately serviced including the availability of water for fire suppression
- Establish a community center to provide a central location for meetings and events particularly for youth and senior programs *(MCP)* *(GDD)*
- Foster increased communication and trust building with residents and businesses through a multi-media campaign that includes outreach to faith-based organizations
- Support the Gardner-Edgerton Unified School District in their ongoing efforts to monitor enrollment rates to plan for potential growth and facility expansion
- Consider alternative locations for new infrastructure that would allow for the planting of trees within the parkway to enhance the public streetscape *(MCP)*

OPEN SPACE, RECREATION & ENVIRONMENTAL FEATURES

Goal: Create a balanced park system that provides neighborhood, community, and regional parks that are connected through an extensive trail and greenway network.

Objectives:

- Ensure that all residential areas are adequately served by neighborhood and community parks through easements or subdivision regulations *(LDC)*
- Assess the viability of a new community center based on the recommendation of the 2009 Park System Master Plan, taking into consideration locational needs, access, cost, and local programming and facility needs *(MCP)*
- Use cluster development and conservation design techniques to conserve natural and open space areas for passive recreation and stormwater management *(GDD)*
- Update and continue to implement the 2009 Park System Master Plan, acquiring additional parkland and installing new recreational facilities as needed and feasible *(GDD)*
- Increase public bicycle and pedestrian access to community facilities through connections to the local trail system *(MCP)* *(GDD)*
- Maintain the joint use agreements with the Gardner-Edgerton School District to provide additional recreational facilities for residents

COMMUNITY CHARACTER

Goal: Maintain and enhance the traditional character of Gardner while strengthening the regional image of the community.

Objectives:

- Promote Gardner through a multifaceted branding and marketing strategy
- Partner with the Gardner Historical Society to promote the community's heritage
- Install gateway and wayfinding signage at key locations to help define the City's brand and identity *(MCP)* *(GDD)*
- Implement a streetscape improvement program to provide a sense of place and identity within key commercial areas, specifically along Main Street, the I-35 interchanges, and the west end of Downtown *(MCP)* *(GDD)*
- Promote and require landscaping within commercial areas and require the maintenance and screening of parking lots, service areas, and incompatible uses *(LDC)*
- Enhance the Johnson County Fairgrounds, including exploring alternative sites, to ensure that the fair continues to be an important part of the City's identity and is compatible with surrounding development *(MCP)* *(GDD)*
- Continue to host and support the Johnson County Fair as well as additional events and festivals throughout the year *(MCP)*

SUSTAINABILITY *(page 45)*

Goal: Integrate sustainability measures throughout the City to protect and enhance the natural environment, lower energy demand, and increase healthy living.

Objectives:

- Review building codes and amend as needed to incorporate green building design and construction techniques to better manage energy use, stormwater runoff, and other impacts of development
- Encourage energy conservation by residents and businesses to provide individual cost savings and reduce demand on the City's electrical grid
- Require the use of stormwater best management practices (BMPs) for all new development projects while encouraging similar strategies for existing developments *(GDD)*
- Preserve and enhance the City's natural assets such as greenways, wooded areas, Gardner Lake, and the KCPL Prairie Wetland
- Ensure oil extraction processes follow applicable federal, state, and local regulations to protect the health of the natural environment
- Implement policies and regulations that encourage compact development with connected open spaces to support more efficient infrastructure provision *(LDC)*
- Understand trees as critical infrastructure that helps manage stormwater runoff, mitigate heat island effect, improve air and water quality, conserve energy, and provide shade for a safer and more comfortable pedestrian environment, and coordinate utility easement locations so as not to interfere with street tree placement
- Encourage the joint use of utility corridors for utilities, recreation, stormwater management, and appropriate nonmotorized connections
- Support ongoing National Incident Management System (NIMS) training and other hazard mitigation training for all City employees, and provide education for citizens
- Ensure that there are sufficient storm shelters provided for residents of the City's mobile home parks and areas without basements

(Ord. 2554, Ord. 2574, Ord. ____)

CHAPTER 5. LAND USE & DEVELOPMENT

COMMERCIAL AREAS PLAN

Gardner's commercial areas provide vital goods and services to residents and visitors, include public areas for community events and gathering, and generate significant tax revenue that funds municipal services and infrastructure. They also play a significant role in the image and identity of the City.

Commercial areas in Gardner are generally located along US-56/Main Street, Moonlight Road, and around the I-35/US-56 interchange. This section of the Comprehensive Plan recognizes the varying physical and market characteristics of the different commercial areas and categorizes them into four types:

- Downtown Mixed-Use
- Main Street Corridor
- Community Commercial
- Regional Commercial

It provides policy recommendations to guide reinvestment in existing commercial areas, and ensures future development is reflective of broader community goals. Further policy guidance is found in the *Gardner Main Street Corridor Plan*, and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Proje*ct plan, which is adopted by reference as part of the Comprehensive Plan. Recommendations below which are detailed more fully in the *Gardner Main Street Corridor Plan* are followed by the designation "(MCP)". Recommendations below which are addressed by the adoption of the *Gardner Land Development Code (Ord. 2518)* are designated by "(LDC)". Recommendations that are explored in greater depth in the *Gardner Destination Downtown plan* are here indicated by the designation "*(GDD)*" after the recommendation. (*Ord. 2574, Ord. ____)*

DOWNTOWN MIXED-USE

Downtown serves as the historic core and center of civic activity for Gardner. The area is anchored by City Hall and includes the Johnson County Library, Senior Center, and historic Bray House. While Main Street serves as the primary east-west corridor, the boundaries of Downtown extend north to Washington Street, south to Warren Street, and east and west to Sycamore Street and Center Street, respectively. A vibrant downtown environment should build upon a mix of retail restaurant, office, and residential land uses, pedestrian-friendly streets, and attractive buildings and architecture.

Main Street Character

As the primary thoroughfare through Downtown, Main Street plays a significant role in conveying the image of the City center, and the community as a whole. This area should continue to accommodate mixed-use or commercial development that is built to the front property line and pedestrian friendly in terms of façade design, massing, and streetscape. Between Sycamore and Center Street, the early 1900's traditional architecture establishes a streetwall that helps to define the space and provide the framework for a pedestrian-oriented environment. However, this streetwall is soon broken by surface parking lots and inconsistent front setbacks. Future development and design of Downtown should consider the following actions and policies:

- Work with property owners to procure funding for the rehabilitation of structures and facades in Downtown *(MCP)*
- Maximize the use of underutilized portions of the public realm for landscaping, wayfinding signage, historic markers, benches, and other streetscape amenities *(MCP)* *(GDD)*
- Explore opportunities to reconfigure Main Street to accommodate more substantial streetscape elements including medians, reconfigured parking, and new traffic patterns for a more pedestrian- and business-friendly Downtown *(MCP)* *(GDD)*
- Continue to use alleys to host utility operations, allowing Main Street to remain clear of utility poles and lines
- Support the creation of a business improvement district to help fund public realm maintenance, marketing, events, security, and beautification projects *(GDD)*
- Modify development regulations to ensure that commercial properties provide adequate screening against nearby residential properties *(LDC)*
- Conduct a historic survey of Downtown and the surrounding residential neighborhoods to reestablish a Downtown Enhancement District

Downtown Edge

The periphery of the Downtown includes a variety of uses, including parking lots that support uses on Main Street, secondary commercial activities, government or civic uses, and varying densities of residential development. Development in this area should continue to support the Downtown as a whole by the following actions:

- Support a variety of housing types that meet market demand and provide easy access to Downtown uses for a large number of residents *(MCP)*
- Ensure development regulations address the impacts of Downtown uses on residential areas, including parking, access, building design, utility screening, etc. *(LDC)*
- Utilize vacant lots as an opportunity to increase the residential population close to the Downtown *(MCP)*
- Require development to reflect the character of the Downtown area through attractive building design and architectural materials *(LDC)*
- Provide pedestrian connections to the Main Street area and surrounding neighborhoods to support multi-modal access to Downtown *(MCP)*

Parking Management

Parking is an important component in many commercial areas, allowing access to local shops and restaurants. However, the location and configuration of surface parking lots are often detrimental to the desired character of Downtown. In order to balance the goals of providing sufficient parking capacity and maintaining a traditional Downtown character, the City should implement the following strategies:

- Develop or screen existing surface parking lots that front on Main Street or adjacent uses *(MCP)*
- Use alleys for access to parking areas *(MCP)*
- Work with property owners to relocate parking lots that currently front on Main Street to rear portions of the block so that Main Street frontage can be redeveloped with buildings that reinforce the desired character *(MCP)*
- Periodically conduct parking surveys that assess the capacity and location of Downtown parking relative to

demand at different times of the day and week *(MCP)* *(GDD)*

- Encourage shared parking agreements between Downtown tenants or for special events (i.e. use of bank parking during weekend events or festivals) *(LDC) MCP)* *(GDD)*

(*Ord. 2574, Ord. ____)*

MAIN STREET CORRIDOR

The Main Street corridor includes commercial properties along US-56/Main Street from Moonlight Road to Sycamore Street. This corridor serves as the gateway into Gardner, though the fragmented development pattern and surface parking frontage create a commercial environment that lacks cohesion and character.

Recommendations within this section complement those within the US-56 Corridor Management Plan.

Access Management

Multiple curb cuts and parking lots along the Main Street corridor reduce the efficiency of the roadway network, and result in a high number of conflict points. Access management principles can be used to enhance access to local uses, and support multi-modal mobility. The City should consider the following access management strategies *(LDC, MCP)*:

- Encourage the use of cross-access between adjacent lots that would enhance circulation without reliance on turning movements on Main Street *(MCP)*
- Prioritize access to parking areas from side streets and alleys rather than from Main Street *(MCP)*
- Work with property owners to consolidate or remove excessive curb cuts to individual properties
- Review development regulation related to parking to ensure that required on-site capacity does not create undue strain, especially within the context of other regulations related to landscaping, access, required yards, and buffers against other land uses *(LDC)*
- Allow for and encourage shared parking agreements between uses whose parking demand occurs during different times of the day or week *(LDC)*

Character

As the gateway into Gardner, the character of Main Street plays an important role in Gardner's overall image and identity. Currently, the wide street cross-section and unscreened parking lots are the predominant visual elements of Main Street. Though they are often set back from the street, the design and orientation of buildings on Main Street have a significant impact on the character of Gardner. In order to foster a vibrant commercial corridor, and have Main Street serve as a positive entrance into Gardner, the City should implement the following strategies:

- Actively enforce municipal ordinances to ensure that structures and landscaping are properly maintained and in compliance with development and building codes
- Review and amend sign regulations as appropriate to require signage that is attractive, integrated into building and landscape design, and consistent with the desired character of the Main Street corridor *(LDC)*
- Work with property owners to install parking edge landscaping and trees to decrease the visual impacts of surface parking lots
- Work with KDOT to assess the viability of, and implement a reconfigured Main Street that would maintain traffic flow, enhance vehicular safety, and create additional space for sidewalks, bicycle lanes, and/or landscaping areas *(MCP)* *(GDD)*

Investment & Redevelopment

Redevelopment along Main Street is inhibited by small commercial lots and a close relationship to surrounding residential areas. In order to appropriately manage this relationship and maximize opportunities for investment and redevelopment, the City should implement the following actions:

- Support investment in existing commercial structures and sites through the development of a façade enhancement program, business improvement district, the pursuit of outside funding, or other policy and funding alternatives *(MCP)*
- Identify areas where commercial development on the north side of Main Street can encroach north, to Shawnee Street, by redeveloping compromised or vacant residential structures, and amending zoning regulations to require significant screening where the future commercial development may back up to existing residential lots *(MCP)*

- Work with property owners and developers to identify opportunities to assemble lots to create more substantial redevelopment sites that can better accommodate larger building footprints, on-site parking and circulation, landscaping, and required yards *(MCP)*

(*Ord. 2574, Ord. ____)*

CHAPTER 9. IMAGE & IDENTITY

STREETSCAPE & BUILT FORM

There are several portions of Gardner where the character of the built environment reflects the traditional heritage of the community. This is the result of efforts to preserve important structures and invest in the public realm through streetscape and civic spaces. The design of private development – building placement, materials, architectural massing and detail, landscaping, and signage – can be used to create a sense of enclosure for the public realm, and can create an attractive and inviting environment. Streetscape elements such as lighting, landscaping, street furniture, and sidewalk design can be used to create a unique sense of place. In order to maximize the benefits of investment in private development and public spaces, the City should implement the following actions:

- Continue to implement the Design Standards of the *Gardner Land Development Code* through development review and approval.
- Establish a comprehensive streetscape master plan that identifies priority streetscape corridors, illustrates desired streetscape elements, includes standards for design and installation, and considers opportunities to collaborate with private development to extend the streetscape beyond the public realm. This streetscape master plan should include recommendations and illustrations related to typical streetscape elements that are appropriate for various environments, civic spaces, gateways, and wayfinding. *(MCP) (GDD)*
- Install gateways at prominent entry points to Gardner. The I-35 interchanges and several at-grade streets represent the primary means of entry into Gardner. The City should commission the design and installation of substantial gateway markers and entry points from US 56 and Gardner Road, while more modest gateway elements could announce entry. *(MCP)*
- Use streetscape design as a way to call attention to Gardner's varying commercial environments. Gardner's commercial areas vary in terms of function, level of visibility, and intended character. For example, the US-56/I-35 interchange area is auto-oriented and could include large areas of landscaping and decorative detention. However, the Downtown is pedestrian-oriented and would benefit from safe sidewalk zones, buffers from vehicular traffic, sidewalk café seating and street furniture that encourages strolling and staying. The City should utilize streetscape to call attention to and differentiate these important areas. Contrasting lighting elements, landscaping, signage, and hardscape can create this effect. *(GDD)*
- Place attractive wayfinding signs in commercial areas and along major corridors. Signs should be located in key commercial locations in the City, such as Main Street, as well as along arterial corridors to direct motorists and pedestrians to destinations such as City Hall, the Johnson County Fairgrounds, and Celebration Park. The scale of the signs should be appropriately sized based on location, but all should have a similar design to unify and define the City's brand and identity. *(MCP) (GDD)*

(*Ord. 2574, Ord. ____)*

CHAPTER 10. SUSTAINABILITY FRAMEWORK

The term "sustainability" can have several meanings depending on local context and priorities. Generally, sustainability includes consideration of three important elements in urban development; local ecology, economic well-being, and social equity. In Gardner, the balance among these three elements is influenced by oil drilling, intermodal distribution and logistics, traditional and contemporary neighborhood development, bicycle trails and greenways, access to basic goods and services, and many other factors. As these urban development issues evolve, the City is also subject to changing climate conditions that will continue to test local infrastructure, energy systems, and consumer behavior.

This chapter highlights recommendations throughout the Comprehensive Plan that reflect sustainable practices, and introduces additional strategies aimed at ensuring Gardner's long-term viability and attractiveness. Additional recommendations for sustainable practices and quality of life improvements can be found in the *Gardner Main Street Corridor Plan*, adopted by reference as part of the Comprehensive Plan in 2018 *(Ord. 2574), and in the Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan, adopted by reference as part of the Comprehensive Plan in 2020 (Ord. ____).*

CHAPTER 11. IMPLEMENTATION

SHORT-TERM TASKS (0-3 YEARS)

CREATE AN IMPLEMENTATION ACTION AGENDA

The Comprehensive Plan provides more than 200 policy and program recommendations. In order to address the myriad of strategies presented within the plan, the City should prepare an "Action Agenda," to highlight the projects and activities to be undertaken within the next few years. The action agenda should be developed in conjunction with the City's CIP, and should involve all relevant City departments. To remain current, the action agenda should be updated once a year. The action agenda may consist of:

- A detailed description of the projects and activities to be undertaken;
- The priority of each project or activity;
- An indication of the public and private sector responsibilities for initiating and participating in each activity; and
- Potential funding sources and assistance programs that might be available for implementing each project or activity.

A table describing all the recommendations of the 2014 Comprehensive Plan, as amended, is included as Appendix A. It is intended that this table be updated yearly. *(Ord. 2554)* This action plan in Appendix A does not include the recommendations of the *Gardner Main Street Corridor Plan, Gardner Destination Downtown Plan,* or other plans adopted by reference as part of this plan, which should also be considered when preparing the City's CIP and when updating the Capital Improvements Element (CIE) of Chapter 12. A similar implementation table referencing all recommendations of the *Gardner Main Street Corridor Plan* is contained in Chapter 7 of that document, and in Chapter 5 of the Gardner Destination Downtown Plan *(Ord. 2574, Ord. ____)*

DEVELOP SPECIFIC PLANS FOR PRIORITY DEVELOPMENT AREAS

The Comprehensive Plan provides several recommendations for the creation of more specific and detailed plans throughout Gardner. The City should initiate the process to further study and create plans for the following areas:

- Downtown
- Johnson County Fairgrounds
- I-35 Interchange Areas
- 191st Street Corridor
- Main Street Corridor
- Southeast Quadrant Market-Determined Area

In 2016, the *I-35 & Gardner Road Interchange Subarea Plan* was adopted, providing further insight for the western portion of the Southeast Quadrant Market-Determined Area (including the I-35 and Gardner Road Interchange and the 191st Street Corridor).

In 2018, the *Gardner Main Street Corridor Plan* was adopted as part of a grant-supported initiative to further study and recommend improvements for the Downtown, Johnson County Fairgrounds, Main Street corridor, surrounding neighborhoods, and the area adjacent to the I-35 and 175th Street interchange.

In 2018, the I-35 & 175th Street Interchange Subarea Plan was adopted, providing further insight for the northern portion of the Southeast Quadrant Growth Areas (including the I-35 and 175th Street Interchange).

In 2020, the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan was adopted as part of a grant-supported initiative to support more detailed planning for new open and civic spaces and improved streetscapes within an 8-block area of Downtown between Center Street on the west, Sycamore Street on the east, E Washington Street on the north, and E Warren Street on the south (including Cornerstone Park on E Washington Street).

Although these area plans are separate documents, incorporated by reference into the Comprehensive Plan, these updated plans establish the official Comprehensive Plan policy for the respective study areas. The recommendations in these referenced plans take precedence over other policy found in other portions of the Comprehensive Plan, unless otherwise

noted. However, applicable recommendations of the Comprehensive Plan should be considered in addition to the recommendations of these respective area plans.

(Ord. 2574, Ord. 2582, Ord. ____)

MEDIUM-TERM TASKS (3-5 YEARS)

ADDITIONAL ACTIONS

In addition to the aforementioned actions, the Plan provides recommendations for several medium-term tasks. These include:

- Conduct a sidewalk gap analysis
- Conduct a Gardner Golf Course reuse and study plan
- Implement Safe Routes to School projects
- Adopt Complete Streets policy – such policy was adopted as Appendix B of the *Gardner Land Development Code*, effective August 1, 2016.
- Create a Downtown-specific plan that addresses detailed land use, revitalization, and streetscape improvements – see the *Gardner Main Street Corridor Plan* and *Gardner Destination Downtown* plan adopted by reference as part of this plan.
- Work with the Johnson County Fair Association to identify potential locations for a new facility within the Gardner community (see also the public input and findings in the *Gardner Main Street Corridor Plan*)

(Ord. 2554, Ord. 2574, Ord. ____)

LONG-TERM TASKS (5+ YEARS)

RECONFIGURE MAIN STREET

The redesign and streetscape improvements of Main Street/US-56 to create a pedestrian and business-friendly environment is paramount to the revitalization of Downtown. It will require additional studies and design concepts and the potential transfer of roadway jurisdiction from the Kansas Department of Transportation to the City of Gardner. The *Gardner Main Street Corridor Plan,* adopted by reference as part of this plan, contains additional studies and design concepts for Main Street, and recommends against the transfer of roadway jurisdiction from KDOT to Gardner. *(Ord. 2574)* *The Gardner Destination Downtown* plan, adopted by reference as part of this plan, contains very specific recommendations for not only redesign and streetscape improvements for Main Street, but for E Washington, E Shawnee, E Park, E Warren, Sycamore, and Elm Streets. It also provides concept plans and implementation strategies for new public spaces near City Hall, improvements in Cornerstone Park, and a mobility hub on Park Street. This plan provides sufficient detail to solicit design and construction documents for Downtown improvements, moving the City closer to realizing this task. (Ord. ____)

GARDNER DESTINATION DOWNTOWN

A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT

GARDNER KANSAS

FEBRUARY 2020

ACKNOWLEDGMENTS

MAYOR

Steve Shute

CITY STAFF

Larry Powell - Business and Economic Development Director
Kelly Drake Woodward - Chief Planner
Michelle Leininger - Principal Planner
Bob Case - Planner
James Pruetting - City Administrator
Michael Kramer - Public Works Director
Jason Bruce - Parks and Recreation Director
Matt Wolff - Finance Director
Gonzalo Garcia - Utilities Director

CITY COUNCIL

Todd Winters
Rich Melton
Mark Baldwin
Randy Gregorcyk
Tory Roberts

PLANNING COMMISSION

Scott Boden
Steve McNeer
Adrianna Meder
Eric Ford
Kiva Simmons-Lee
Eric Hansen
Kacy Deaton

TECHNICAL ADVISORY

A.J. Farris - KCATA
Shawn Strate - KCATA
Josh Powers - Johnson County

STEERING / IMPLEMENTATION COMMITTEE

Aaron Batterbee
Adrianna Meder
Allen Vonderschmidt
Barbara Coleman
Beth Hines
Bill Danner
Danedri Herbert
David Rhodes
Donna Pearce
Ed Reschke
Eric Gourley
Debbie Frizzell
Jackie Garden
Laura Gourley
Jason Camis
Joe Gardenhire
Julie Aldrige
Karen Liu
Kim Liu
Cris Lowe
Mary Bush
Mary Nelson
Sheri Barber
Shirley Brown Van-Arsdale
Steve Hines
Sylvia Fernald
Tracy Lane
Linda Yardley

PLANNING TEAM

CONFLUENCE

Terry Berkbuegler
Matt Evett
Marshall Allen
Avery Nichols

CNA Collins Noteis & Associates, LC

Vicki Noteis

WILSON & COMPANY

Jim Townsend
Drew Pearson

MARC

Doug Norsby

FORWARD

This project is supported through a grant from the Mid-America Regional Council's (MARC) Planning Sustainable Places Initiative – a regional program funded by the state-allocated Surface Transportation Program (Livable Communities Pilot) and intended to assist communities to explore transportation network improvements that enhance the quality of life and support long-term community growth.

TABLE OF CONTENTS

CHAPTER 1 - PROJECT UNDERSTANDING 4

1.1 Project Background 5

1.2 Project Purpose 6

1.3 Project Area 7

1.4 Key Issues 8

CHAPTER 2 - EXISTING CONDITIONS 10

2.1 Green Spaces 11

2.2 Downtown Streetscapes 12

CHAPTER 3 - PLANNING PROCESS 14

3.1 Project Timeline 15

3.2 Meeting Groups 15

3.3 Public Engagement / Outreach 16

3.4 Walk & Roll Inventory 18

CHAPTER 4 - CONCEPTS 20

4.1 Public Spaces 21

4.2 Streetscapes 26

4.3 Mobility Hub 30

4.4 ADA Facilities / Parking 31

CHAPTER 5 - IMPLEMENTATION 34

5.1 Implementation Scenarios 35

5.2 Implementation Strategy 39

APPENDIX 42

1 PROJECT UNDERSTANDING

1.1 PROJECT BACKGROUND

The City of Gardner, with assistance from the Mid-America Regional Council (MARC), has begun the process of fine-tuning the actionable items laid out in the 2018 Gardner Main Street Corridor Plan to ensure the future prominence, vibrancy and function of Downtown Gardner. In the Main Street Corridor Plan, a series of recommendations were developed with the intent to be implemented as funding and opportunities became available. These recommendations were categorized into four sections:

- Transportation and Corridor Function
- Economic Development
- Quality of Life
- Green Solutions

The Gardner Destination Downtown Plan focuses on elements under each of those recommendation categories and through a collaborative and multi-faceted design approach, recommends specific projects and interventions that will achieve the goal of transforming Downtown Gardner into the true heart of the City.

PLANNING SUSTAINABLE PLACES

The goals of Planning Sustainable Places projects such as the Gardner Destination Downtown Plan include:

- Explore transportation network improvements
- Enhance the quality of life for the community
- Support long-term community growth
- Broaden public understanding and involvement of community in sustainability through partnerships
- Develop new tools, policies and practices to enhance decision making and neighborhood vibrancy
- Demonstrate new models that help transform the ways neighborhoods and communities develop
- Promote long-term physical and economic resilience

The plan is organized into six chapters including the Appendix.

1. Project Understanding

Provides an overall background of the plan and its relevance.

2. Existing Conditions

Analyzes the physical and social aspects of the study area.

3. Planning Process

Chronicles the public input process that took place.

4. Concepts

Outlines concepts for public spaces and streetscapes.

5. Implementation

Recommends various phasing and implementation strategies.

An Appendix is included at the end of this plan to provide supporting resources and images that were gathered during the entirety of the process.

Figure 1.01 *- Main and Elm Intersection in Downtown Gardner*

Figure 1.02 *- Businesses along Main Street*

1.2 PROJECT PURPOSE

The purpose of the Gardner Destination Downtown Plan is to form a coalition of ideas and support needed to create new dynamic public spaces and an enhanced Downtown streetscape to revitalize the central core of the City. The strategies and action steps of the plan build on the role of the corridor as a major transportation thoroughfare and facilitate its evolution to support multi-modal transportation options and vibrant public spaces that attract redevelopment and revitalization efforts. It is a high-level plan that addresses key issues in a connected way but does not provide detailed design or construction specifics. The recommendations in this plan contain both short-term and long-term phasing strategies for the public spaces and for the streetscape.

A fundamental component of the streetscape design will be the consideration of ADA compliance. Business access, ramping, crosswalk markings and signalization were all analyzed as a part of this study and a list of recommendations can be found later in this plan.

GOALS

***PUBLIC SPACES*: CREATE A HEART IN DOWNTOWN**

- **Define the users and program of the spaces.**
- **Provide a flexible and interactive commons to promote social inclusion and civic identity.**
- **Relate public spaces to the surrounding context and properties.**
- **Define the experience of the spaces.**
- **Honor the community's aspirations and vision.**
- **Respect the site and budget.**

***STREETSCAPES*: REINFORCE GARDNER'S DOWNTOWN IDENTITY**

- **Define the character of the streetscape.**
- **Accommodate a balance of vehicular and non-vehicular activity.**
- **Ensure that the design is authentic to Gardner.**
- **Promote pedestrian and vehicular safety.**
- **Recommend technically viable solutions.**
- **Improve conditions for those with mobility challenges in navigating Downtown.**

Figure 1.03 *- Character images for dynamic public spaces*

1.3 PROJECT AREA

Gardner, located in the southwest corner of Johnson County, is poised to grow in population as the Kansas City metropolitan area continues to expand outward.

The project area for this plan includes a 9-block zone in the Downtown core. Extents include Sycamore Street to the east, Center Street to the west, Warren Street to the South and the extents of Cornerstone Park to the north.

Main Street and Elm Street represent the two most important streets in the Downtown core and the intersection of these two streets, represents the physical and historical center of the City.

Several prominent community assets are located in the study area including, but not limited to, City Hall, Gardner Elementary School, First Presbyterian Church, Cornerstone Park, the Gardner Senior Center and many small businesses. Adjacent assets include the Johnson County Fairgrounds, Wheatridge Middle School and several residential neighborhoods.

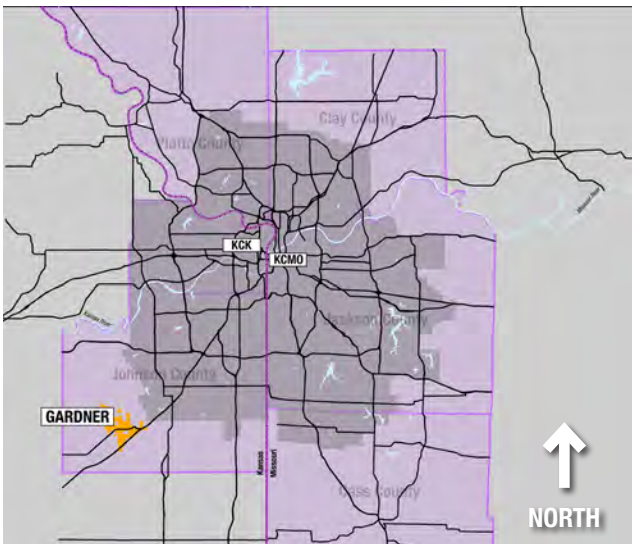


Figure 1.04 *- Regional location of Gardner, Kansas*

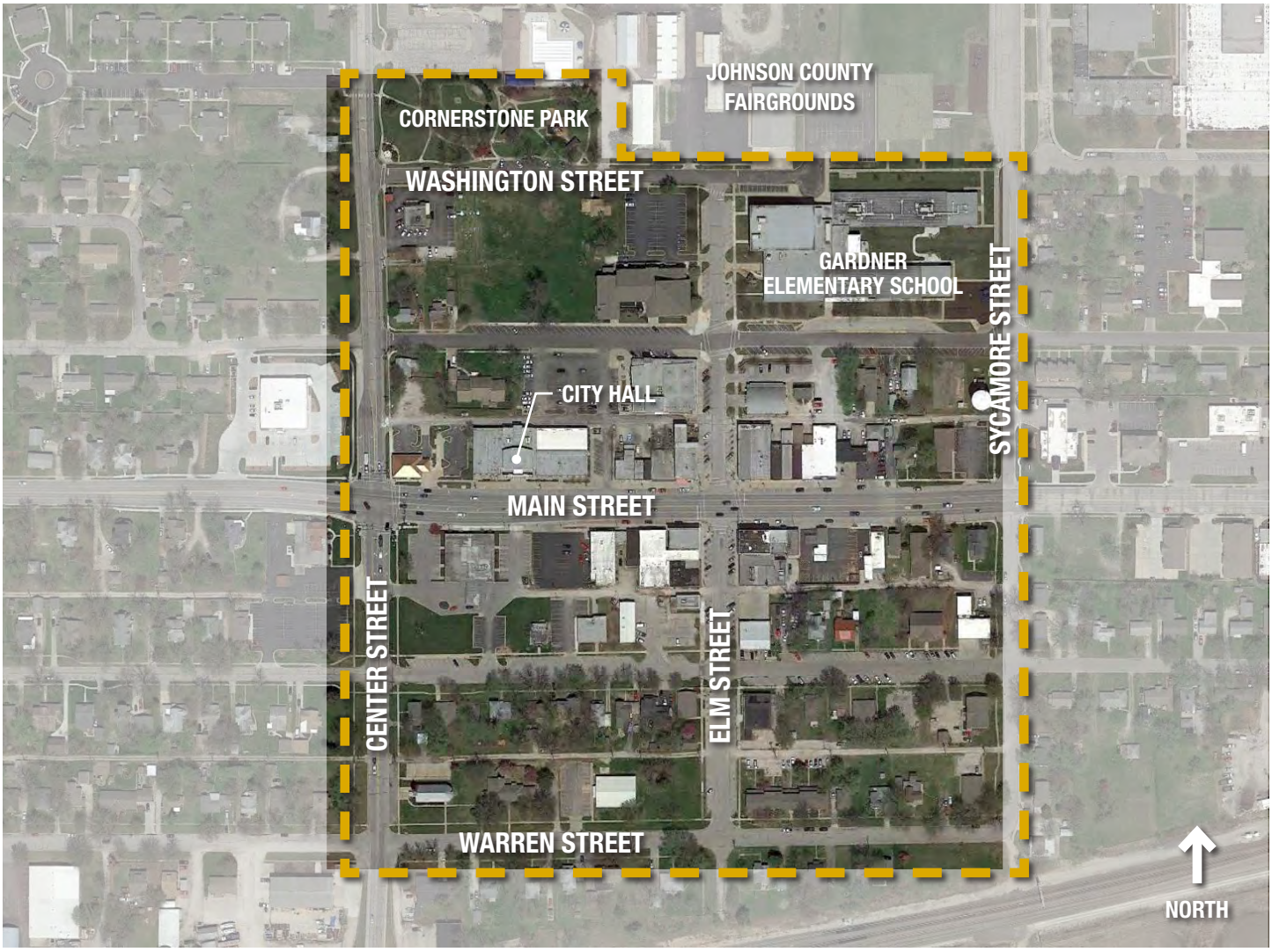


Figure 1.05 *- Project Area*

1.4 KEY ISSUES

The project team performed an inventory and analysis of pedestrian and vehicular circulation and ADA parking issues. Extensive outreach and ongoing involvement with City staff, project champions, property owners and citizens resulted in the identification of several key issues.

PUBLIC SPACES

Fundamental to this plan is the creation of flexible public spaces in Downtown Gardner that serve as civic gathering venues, something that is currently lacking in the City. Creating these spaces will require several key partnerships between landowners and the City.

STREETSCAPE

The streets of Downtown Gardner physically knit the community together and act as a connector between the proposed public spaces. Therefore, a second key aspect of this plan is to establish a design vision for the Downtown streetscapes that works to enhance the public realm and creates a revitalized and contemporary streetscape environment.

ADA FACILITIES / PARKING

Accessibility for everyone in the Downtown core is of the utmost importance to City officials as well as the planning team. A comprehensive study of existing ADA accommodations was conducted, resulting in recommendations for future ADA accommodations that will ensure the proposed improvements can be enjoyed by all users.

Parking was also at the forefront of all design considerations and the planning team made it a goal to not reduce parking numbers in the Downtown core.

The ultimate vision proposes a slight increase in available public and private parking. However, parking is reorganized within the project area to support introduction of new green space and infill development. When the vision of the plan is realized, Downtown Gardner will be a more walkable and pedestrian-friendly district.

MOBILITY HUB

The final key issue is the establishment of a mobility hub in Downtown Gardner. As Gardner continues to grow as a part of the expanding Kansas City metro, providing access to public transportation is important to assure all citizens have the ability to access all parts of the metro without the need for a personal vehicle. The mobility hub is also designed to accommodate more recent transportation options such as ride sharing, bike sharing and scooters / short distance options.

Figure 1.06 *- Example of a Downtown gathering space in Gladstone, MO*

Figure 1.07 *- Example of traditional streetscape design character*

Figure 1.08 *- Example of a Mobility Hub used in Kansas City*

2 EXISTING CONDITIONS

2.1 GREEN SPACES

Open air public spaces can host festivals, concerts, meetings and recreational activities and they are an important venue to have in a community as it adds great vitality and pride to the social fabric. Currently, Gardner does not have such a space that serves as the formal "heart" of the City.

A Cornerstone Park, located at the corner of Washington Street and Center Street, is currently the only public green space within the Downtown core of Gardner. This ~2 acre park contains playground structures, three picnic shelters, an amphitheater, restrooms, and walking trails. Located adjacent to the Gardner Aquatic Center, Cornerstone Park is most heavily used during the warmer months when the Aquatic Center is open. Despite these assets, the park is not used to its full potential and is somewhat disconnected from the central business district along Main Street.

B Located between Washington Street and Shawnee Street, a large underutilized green space, primarily owned by First Presbyterian Church, provides an opportunity for further investment in public spaces. This site is characterized by expansive turf, a few mature trees and powerlines crossing the site east / west. Blazer's, a popular Gardner eating establishment, is also located directly to the west of this property.

C A third opportunity to create a public open space lies directly behind City Hall along E Shawnee Street. As an important civic institution, City Hall in many ways represents the center of Gardner and the space around it should respond to that prominence. Today, the site is primarily a surface parking lot for City Hall and the local Johnson County Library, who owns the majority of the property. Also located on this site is a group home, a small private residence and a commercial building at the Corner of Main and Center Street. An entrance drive from Main Street along the east side of City Hall provides accessible parking for City Hall.

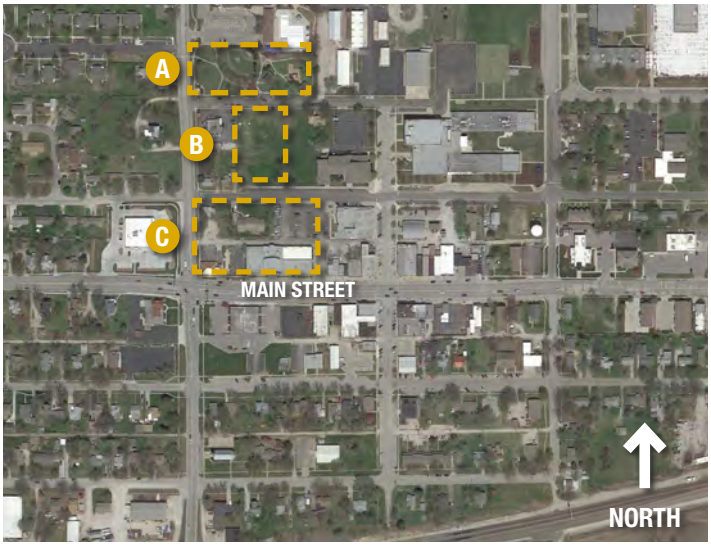


Figure 2.01 *- Proposed public space improvements*

Figure 2.02 *- Existing underutilized Cornerstone Park amphitheater*

Figure 2.03 *- Large underutilized green space between Shawnee and Washington Street*

Figure 2.04 *- Existing surface parking lot behind Gardner City Hall and JOCO Library*

2.2 DOWNTOWN STREETSCAPES

The streetscape of Gardner's Downtown is dominated by vehicular use with ample space for driving and parking cars. Even with substantial sidewalk space along Main and Elm Street, there are very few elements that make the pedestrian feel protected from the busy highway traffic. The Downtown streetscape could provide greater potential for civic engagement and economic vitality.

Main Street, or Highway 56, is the main thoroughfare through Gardner. As the primary east/west route, and connector to larger industrial sites in the west, this road experiences a high degree of everyday traffic and a high quantity of truck traffic. Many of the parallel parking spaces along Main Street are not fully utilized because of the sense that they are unsafe with relatively high speed truck traffic occurring immediately adjacent to that zone.

Elm Street currently retains a more pedestrian-oriented feeling with more intimate sidewalk spaces which are protected from moving traffic by diagonal parking spaces. This design also creates a more successful business climate. Nonetheless, much more can be done with Elm Street to further capitalize on its already established pedestrian quality.

It is important that streetscapes be designed with the pedestrian in mind, as they are the most important user of the space. Even though vehicles will bring people to this space, it is users are on foot traveling around the Downtown core that create an active and bustling district. Therefore, elements such as seating, pedestrian lighting, street plantings, wayfinding signage and other amenities are important elements to consider for a streetscape. It is these amenities that signal who the streetscape is designed for and encourage users to come back time and time again. These spaces and features also provide an opportunity to tell Gardner's stories, furthering the unique qualities of Downtown.

Figure 2.05 *- Major streets in Downtown Gardner*

Figure 2.06 *- Elm Street (looking north)*

Figure 2.07 *- Main Street (looking east)*

3 PLANNING PROCESS

3.1 PROJECT TIMELINE

The project began in May 2019 and extended into the first quarter of 2020. Three main phases helped set attainable goals for public participation and results. Those three phases were Discovery (2.5 months), Ideas (4 months) and Implementation (4months).

The Discovery phase is where the majority of the inventory and analysis process took place. Documenting existing conditions and meeting with government and regulatory officials provided a baseline understanding of future challenges and opportunities for the project.

The Ideas phase brought about concepts for the green spaces and streetscapes with many iterations discussed between the planning team, city leaders and the general public. Overtime those concepts were refined into one final concept.

Finally, the Implementation phase involved the development of this plan and a strategic approach to financial and policy initiatives necessary to make these designs come to fruition.

Figure 3.01 *- Steering Committee Workshop*

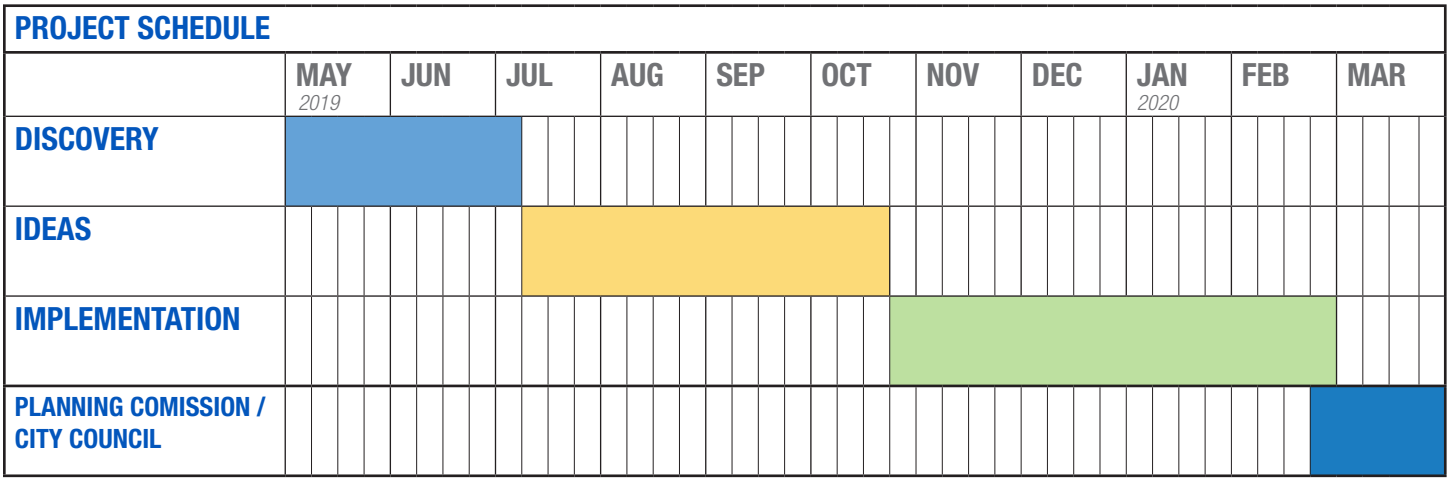


Figure 3.02 *- Project Schedule*

3.2 MEETING GROUPS

STEERING COMMITTEE

The recommendations outlined in this plan were derived from an open and transparent process. The planning team coordinated a series of six meetings with the Steering Committee, largely composed of the same citizen leaders who assisted with the precursor to this plan, the 2018 Main Street Corridor Plan. However, additional citizens were engaged during the implementation exercises for this plan. Each of these meetings provided opportunities for the Steering Committee to better understand the issues being explored as part of the planning process, to ask questions and obtain additional information, and to provide their input and direction for shaping the proposed plan recommendations.

PROJECT PARTNERS + STAKEHOLDERS

The planning team coordinated meetings with MARC and KDOT throughout the project. Additional conversations occurred with the Kansas City Area Transportation Authority (KCATA) regarding bus service in the Downtown Corridor and the planned mobility hub.

The planning team also met with multiple key stakeholders that could be directly impacted by and benefit from the project, or who had additional information about the areas envisioned for investment and the Gardner community. This included property and business owners, church officials, the Johnson County Fair Board, and local civic organizations.

These conversations provided the planning team with great insight as well as a platform for partnership and ongoing dialogue as the City moves forward.

3.3 PUBLIC ENGAGEMENT / OUTREACH

In addition to the Steering Committee meetings, the process involved many opportunities to engage the public.

BENCHMARKING BUS TOUR

The first of these meetings took place on a RideKC Bus as participants toured various public spaces and streetscapes throughout the Kansas City metro. The intent of this engagement was to allow residents to see firsthand how other communities have rallied around the process of developing a public community asset and actually implemented their visions.

The locations visited included:

- Overland Park Farmers Market - Overland Park, KS
- Linden Square - Gladstone, MO
- Downtown Liberty, MO
- Uptown Market - Independence, MO
- Downtown Lee's Summit - Lee's Summit, MO
- Park Place - Leawood, KS

These locations exemplified different types of public spaces but all share one thing in common: they have made a difference by bringing about the opportunity for people to gather together and be proud of their community.

Overland Park demonstrated how a formal farmers market structure, combined with parking, can help activate the Downtown frequently.

Linden Square, a public green space and amphitheater in Downtown Gladstone, conveyed the idea of how different property owners and city officials, as well as private developers, were able to work together to implement a successful performance venue that catalyzed private development.

Downtown Liberty recently invested in a refreshed streetscape environment, and in the context of their historic Downtown, the streetscape brings contemporary touches with an overall layer of historic qualities. The streetscape design has proven to be popular with the public and only enhances their already vibrant Downtown.

Uptown Market in Independence is a market / community building structure that was recently constructed adjacent to the Downtown square of Independence. Having a building that functions for both market activities as well as festival and community events brings frequent activation to Downtown Independence.

Downtown Lee's Summit is a great example of a cohesive Downtown streetscape that blends the texture of the historic buildings and pedestrian oriented design elements. Business signage, wayfinding elements, street plantings and paving details all combine to create a warm and inviting environment.

Park Place in Leawood represented a slightly different model for the bus tour group to experience. Brought about by a private developer, Park Place is filled with higher end stores and restaurants but at its core is a green space meant for activities and passive recreation. This space is successful because of the right amount of nearby mixed-use development and the activity that it provides.

Figure 3.03 *- Bus Tour Group*

There were several other opportunities for the public to offer their ideas to the planning team throughout the project. Those opportunities engaging with folks at a Food Truck Frenzy + Farmer's Market in Downtown Gardner, and individual meetings with stakeholders.

In addition to those events, two online surveys were administered and distributed through various social media outlets as well as the City's website. Providing a way for Gardner residents to give feedback when it is convenient for them garners higher levels of response. In fact, the first survey had 536 responses which equals 2.5% of the entire population of Gardner. The final proposals include the preferred amenities, programmatic elements and space flexibility that the public indicated through the survey. This feedback was of value to the planning team in crafting a vision that satisfied the community at large. The complete survey results can be found in the Appendix.

Finally, over the course of the project, two public meetings were held at the Gardner Community Center. Public Meetings / Open Houses allow for citizens to come and speak directly to the planning team and city officials, better understand the project and share any direct concerns or approvals.

PUBLIC FEEDBACK

Overall, the vision for Downtown Gardner was well received and generated a lot of excitement for what it holds for the future of the City. Concerns and challenges were voiced by the public and heard by the planning team, and over the course of the project, the initial concepts were fine tuned to address those issues. In the end, it is the belief of the planning team, the steering committee, and city officials that the vision laid out in this plan will bring positive investment and create a true heart in the City of Gardner.

Figure 3.04 *- Photos from various engagement meetings / events*

3.4 WALK & ROLL INVENTORY

On July 25th, 2019, the project team conducted a walk & roll inventory in Downtown Gardner to identify access improvement opportunities for pedestrians and mobility-impaired persons. The project team consisted of members of the Steering + Implementation Committee, city staff, teaming partner Wilson & Company, and members of the public who utilize mobility aids. The team was tasked with identifying areas where ease of access could be improved. The team primarily focused on sidewalks, curb ramps, crosswalks, building entrances, and the location of ADA parking in the Downtown study area.

The following areas were identified as needing major improvement:

- Access to front building entrances along Main Street (private property).
- Sidewalk pavement surface.
- Curb ramps surface.
- Crossing distance at crosswalks.
- Crosswalk surface.
- ADA stall distance to priority buildings.

Specific action items identified from the inventory include:

- Addressing building entrance slope and width along Main Street to allow for full ADA access.
- Interim solution: Encourage businesses on Main St. who have existing ADA access in the rear of the store with alley access to clearly indicate where and how access the building entrance (example – doorbell and a sign).
- Replace sidewalk on the south side of Park St. between Center St. and Sycamore St.
- Add sidewalk to the north side of E Washington St. east of Sycamore St.
- Investigate alternatives to the current sidewalk repair program to address thin sidewalk patching that causes debris.
- Encourage private property owners to maintain their section of sidewalk.
- Add additional on-street ADA stalls throughout Downtown, specifically van stalls with a passenger access aisle and an ADA stall in front of City Hall.
- Enhance bump-outs to all corners of Main St. and Elm St. to decrease crossing distance.
- Add a pedestrian refuge/median-cut on Main St. where pedestrians cross along Elm St.
- Asphalt repairs at all pedestrian crossings along Elm St.
- Installation of a sign at Main and Center to warn drivers of pedestrian crossing.

Figure 3.05 *- Examples of accessibility challenges in Downtown Gardner*

4 CONCEPTS

4.1 PUBLIC SPACES - FINAL CONCEPT

Three initial concepts were developed to garner feedback about larger design ideas as well as programmatic elements, vehicular and pedestrian circulation and general aesthetics. The greatest difference in these plans was based on concepts for the property between Washington Street and Shawnee Street. Majority owned by the adjacent First Presbyterian Church, these initial concepts explored different scenarios of how much land would be available for redevelopment. These scenarios can be found in the Appendix.

In the final concept, the vision of a strong visual and physical connection between Main Street and Cornerstone Park remains intact with many of the important features of this concept relating to that overall axis. Located directly adjacent to the City Hall on the east, a pedestrian plaza with a iconic vertical monument anchors the entire spine of public space to Main Street. The vertical monument serves two purposes; it becomes an identifiable feature in the Downtown core that draws attention to the new public spaces, and it has the opportunity to speak to the history of Gardner in either an artful or a documental way. For example, this would be a nice opportunity for a mural on the blank wall at the east entrance to the plaza adjacent to City Hall.

Within City Hall Plaza, parking, gathering spaces and a public market all work together to create a truly dynamic and active space. Because of added hardscape surfaces, stormwater capture is an important aspect for implementation to ensure this project is as sustainable as possible. The public market will now have a permanent structure. Depending on the size of the market in the future, nearby parking stalls can also be used for vendors and merchants.

Extending across Shawnee Street, a large road table is proposed to ease pedestrian access from one space to the other and encourage lower vehicle speeds. The path leads directly into the amphitheater lawn and seating area. This space is designed to be flexible and host events of varying sizes. A small overhead structure acts as the performance space and the adjacent plaza contains a pergola structure for more cover and protection. Immediately behind these structures, a second seating area serves as an option for patrons of Blazer's which is adjacent to this public space.

Road tables once again facilitate pedestrians crossing from Washington Street into Cornerstone Park. A multi-purpose building is proposed for the western end of the park, along Center Street, adjacent to the park lawn. Designed to be unprogrammed and porous, the multi-purpose building received favorable ratings during public meetings. At the terminus of one of two main pedestrian paths, a prominent water feature is intended to be both sculptural and interactive and will appeal to families and visitors. A destination playground and picnic shelters nearby facilitate even more activities in Cornerstone Park.

Residential units are proposed along Main Street in a financially viable quantity. Furthermore, mixed-use developments at the corner of Center Street and Main Street, and along the south side of Main Street, help to fill in gaps of the corridor's business district and also increase the amount of commercial and residential tenants.

Figure 4.01 *- Plan of proposed public space and streetscape improvements in Downtown Gardner. A full page view of this plan graphic can be found on page 56 in the Appendix.*

A Directly behind City Hall, the Gardner Public Market would utilize a permanent overhead structure to increase attendance and ensure its long-term success. Located along the axis of the rear door of City Hall, the structure will anchor a larger plaza space intended to be used for community events of all sizes. While the market and events are not occurring, this area will satisfy the parking needs of City Hall and other nearby businesses. Every opportunity should be made to implement stormwater infrastructure around this plaza space so that it positively contributes to Gardner's environmental sustainability goals.

B West of City Hall, a public promenade alongside new redevelopment offers the opportunity for Downtown employees and visitors to meet up for lunch or other social outings. The new development at the corner of Center and Main could house a restaurant or retail with office or residences on the upper floor. Gardner could commission a mural for the west facade of City Hall, making this space even more dynamic.

C Looking Northeast, the full scale of the recommended public spaces improvements in Gardner can be viewed. New Mixed-Use and residential developments along Center Street frame the western edge of the Public Market, Amphitheater Lawn and Botanical Gardens. Plaza spaces alongside City Hall extend these public spaces to the edge of Main Street and create one unified hub of activity in the center of Gardner.

Figure 4.02 *- Gardner Public Market permanent facility directly behind City Hall*

Figure 4.03 *- Public promenade west of City Hall*

Figure 4.04 *- Aerial view of proposed public spaces with the Public Market structure and new mixed-use and residential developments shown in the foreground*

D The plaza adjacent to City Hall on the east side accomplishes several goals. It extends the public spaces recommended behind City Hall to the edge of Main Street and creates visibility for the entire system of spaces. A proposed ADA accessible parallel parking stall on Main Street, directly in front of this plaza, eases access into City Hall because the handicap accessible ramp is accessed from this corner of the building. This stall should be implemented early in project phasing. The vertical monument is an excellent opportunity to speak to the history of Gardner through informational and artistic components.

E Located between two parking areas, and along the axis that connects all of the public spaces together, is a small pedestrian plaza with stormwater retention gardens and a covered seating / events area. The surrounding parking areas are recommended to be at the same elevation as the small plaza with the intent that events of varying sizes can be hosted here and extend as far as they need to while also accommodating all ranges of accessibility.

F Looking northwest, the pedestrian plaza located alongside City Hall to the east, with an iconic vertical element, is prominent in the foreground of this view. Leading to the North, a strong visual and physical connection is made through the large plaza space, amphitheater lawn and Cornerstone Park. Hardscape materials in the foreground reflect those that make the entire space feel pedestrian focused, although vehicles will still utilize parking lots and access drives.

Figure 4.05 - Public plaza along Main Street with iconic vertical monument

Figure 4.06 - Eye-level view of green infrastructure elements located in City Hall Plaza

Figure 4.07 - Aerial view (looking northwest) showing all three public spaces connected by diagonal walking path

G This view shows a close-up view of the amphitheater lawn and adjacent hardscape plaza space. Large curved seat walls provide seating while also allowing the space to be flexible. It is intended that turf and hardscaped areas function as one space when larger events require that amount of space but that these spaces can also function separately for smaller events or day-to-day passive recreation. The nearby residential units will have prime viewing of these green spaces which will add to their market appeal.

H Looking south down one of the two main pedestrian paths, hardscape areas behind the amphitheater lawn and performance venue provide opportunities for large and small gatherings. Overhead shade structures help protect visitors from direct sunlight. The seating area to the right in this view is directly behind Blazer's restaurant and could serve as a convenient and pleasant outdoor patio for diners.

I Looking north from Shawnee Street, this view depicts the botanical garden in the foreground, which envelopes the amphitheater space and lawn. This garden could be a native exploration garden that retains stormwater runoff and therefore acts as an educational and sustainable amenity. Mounding on the ground plane provides clear sight lines for events, and the botanical garden, with its meandering paths, creates a nice buffer between the street and residential units from the more active lawn space. Removable bollards across Shawnee Street are recommended for larger events making City Hall Plaza and the Civic Green one large public space.

Figure 4.08 *- Amphitheater Lawn (looking north) to be used as flexible open space*

Figure 4.09 *- Hardscape areas designed for small and large gatherings / festivals*

Figure 4.10 *- Aerial view of Botanical Garden, Amphitheater Lawn, Event Space and new residential development, north of Shawnee Street*

J Viewed up close, the improved playground and interactive water feature together will create a place where children and families will want to spend time and hang out, which in turn will activate the entire park space. Walking paths also allow for leisurely exercising and other passive activities.

K A prominent feature of the redesigned Cornerstone Park is the proposed Multi-Purpose Community Building. Designed to be versatile, community events of all sizes can take place here. Garage doors on the facade allow for events to spill over into the park lawn if necessary. This facility would be a great asset to Gardner and provide regular activation to Cornerstone Park.

L Cornerstone Park is an important public space in Gardner but could be improved to maximize its full potential. In this view, the improvements can be seen. The existing playground is recommended to be modernized; park pavilions remain with some minor updates. The biggest change is a proposed multi-purpose community building that overlooks a park lawn. These two elements are intended to be very flexible and be utilized for events of varying sizes throughout the entire year. An interactive water feature, located in the middle of the Park and at the end of the axial connection with City Hall, becomes another iconic and playful element in Gardner. Parking capacity at the adjacent Aquatic Center can be used for events in Cornerstone Park and/or shuttles can be utilized from farther locations depending on event sizes. Coordination will be needed to make the necessary agreements.

Figure 4.11 *- Playground and interactive water feature in Cornerstone Park*

Figure 4.12 *- Cornerstone Park Lawn designed as a flexible multi-use space*

Figure 4.13 *- Birds-eye view of Cornerstone Park (Looking southwest)*

4.2 DOWNTOWN STREETSCAPES - FINAL CONCEPT

STREETSCAPE - DESIGN FRAMEWORK

During the 2018 Gardner Main Street Corridor Plan, it was established that community members preferred a more traditional aesthetic when it came to streetscape elements. It was agreed upon that a traditional theme would fit nicely with the character of Downtown.

For the purposes of this study, we further developed design concepts for the streetscapes and a 'kit of parts' for streetscape elements based off the original feedback given in 2018.

More information on the initial concepts can be found in the Appendix.

In order to develop a design strategy for the streetscapes in Downtown Gardner, the streets were classified into three different categories; Primary, Secondary and Tertiary.

Primary Streets typically have the most traffic, commercial and civic activity associated with them. Main Street was the historic route through Gardner and is still a major east/west arterial in its current status as State Highway 56. Street trees along Main Street relate to the spacing of the parallel parking stalls and are placed every 40'. Elm Street is also classified as a Primary Street because together with Main Street, it forms the 4-corners of the Downtown District. Street trees along Elm Street are spaced every 25'. Additionally, Elm has many small businesses along it and connects important assets such as the Johnson County Fairgrounds, Johnson County Library, and Gardner Elementary School.

Secondary Streets are important connectors within the Downtown District and form the basic street grid pattern. Secondary Streets function to circulate vehicular and pedestrian activity throughout the Downtown District but always in relation to the Primary Streets. Street tree spacing varies on secondary streets as they relate to the configuration of the on-street parking (parallel vs. angled).

Tertiary Streets typically have less activity and traffic and in the context of Gardner, are primarily made of residential land uses. Street tree spacing along Tertiary Streets is recommended to be 50'.

See Figure 4.14 to see the streetscape classifications.

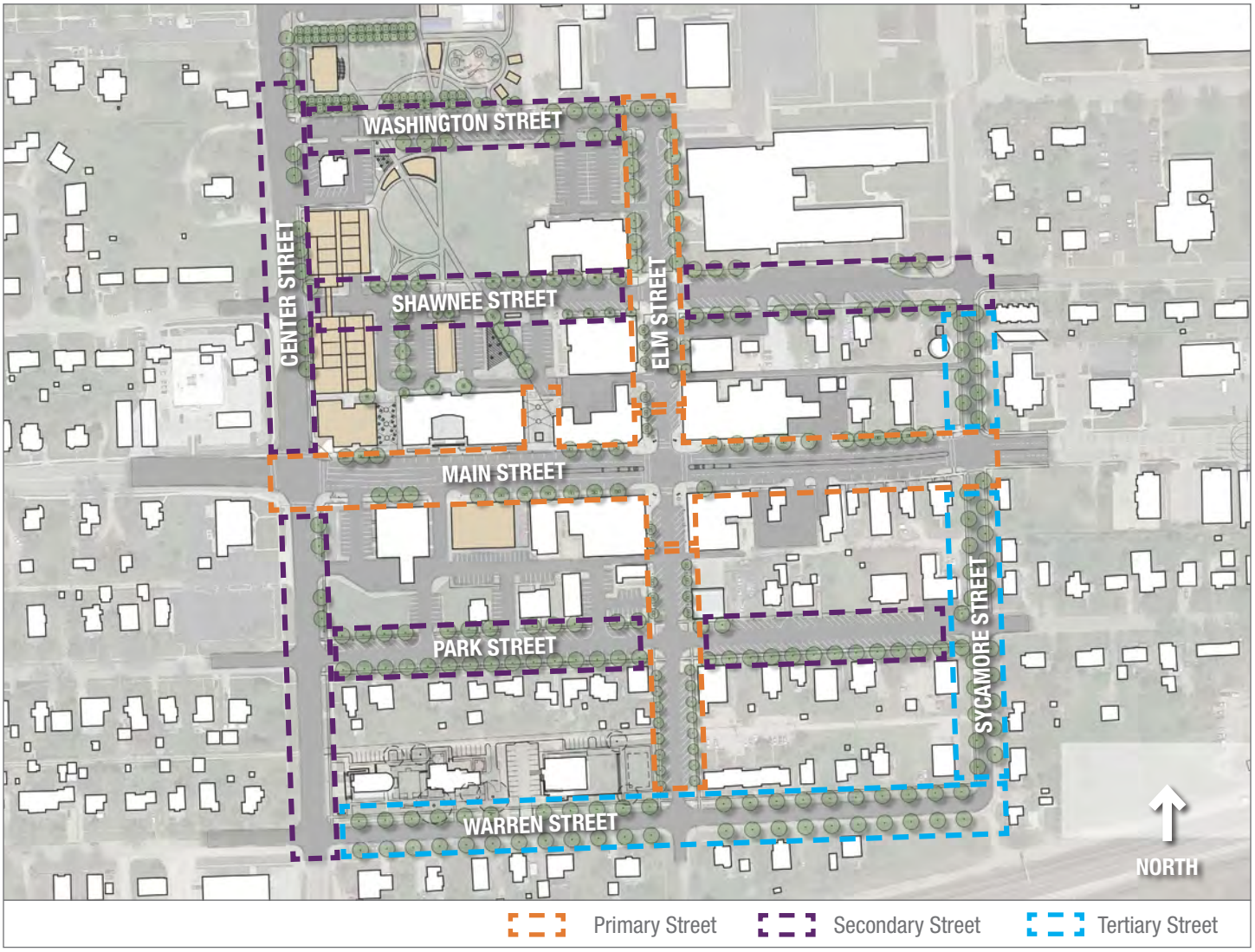


Figure 4.14 - Streetscape categories in Downtown Gardner

STREETSCAPE - SECTIONS

This hierarchy of streets is important when considering streetscape improvements. Not all streets can receive the same level of investment, nor should they. Streetscape improvements include paving materials, bench seating, landscaping, etc. Because of their higher use and prominence, Primary Streets will receive the highest level of investment, followed by Secondary Streets and Tertiary Streets.

For this study, the streetscape categories indicate the following streetscape elements:

Primary Streets

Street Trees
Decorative Pedestrian Lighting
Site Furnishings (bench seating, trash receptacle, bike rack, etc.)
Decorative Pavement
Wayfinding Signage
Light Pole Banners
Festival Lighting
Gateway Markers

Secondary Streets

Street Trees
Minimal Site Furnishings (bench seating, trash receptacle, etc.)
Minimal Enhanced Landscape

Tertiary Streets

Street Trees
Minimal Enhanced Landscape

Figure 4.15 illustrates conceptual streetscape elements for Downtown Gardner. Not all elements listed above are depicted such as decorative pavement and festival lighting. The design of these elements can vary greatly and will need to be a considered before implementation.

Figure 4.15 *- Conceptual Downtown streetscape elements*

STREETSCAPE - SECTIONS

Figures 4.16 - 4.19 illustrate the typical roadway section for each of the street categories: Primary, Secondary and Tertiary. Sections are depicted for both Main and Elm Streets because they have a very different feel from one another even though they are both categorized as Primary Streets.

The recommended conditions for Main Street (Figure 4.16) are a direct result from the work done in the 2018 Main Street Corridor Plan. Curb locations and four travel lanes remain to accommodate high levels of car and truck traffic, but lanes are reduced from 12' to 11' to encourage slower speeds and allow for a center median. The median, with brick pavers and limestone blocks, serves to slow traffic and enhance the overall streetscape of the Downtown core. 10' parallel parking lanes are maintained but now include the 1.5' gutter, which previously was not the case. The ample sidewalks remain unchanged in size but are recommended to have an amenity zone within its footprint. The amenity zone should contain street trees, furnishings, wayfinding signage and pedestrian lighting. Decorative pavers throughout Main Street will enhance the character of the street and make an enjoyable pedestrian experience.

Elm Street is smaller scale and more pedestrian focused than Main Street (Figure 4.17). Travel lanes on Elm are reduced to 11' and diagonal parking is increased by 2' on each side. This realignment allows an increase in sidewalk width on both sides of the street. Paving patterns and materials carry over from Main Street with street trees and pedestrian lighting in the amenity zone providing comfort to pedestrians. Because of spatial limitations, not as many streetscape elements can be accommodated but where possible, amenities should be included.

Shawnee Street is a Secondary Street and Figure 4.18 illustrates the general character. Lane widths of 14' work within the existing curb line and diagonal parking is located on the North side of the road. As shown in the distance, a road table allows easy pedestrian access across Shawnee Street and encourages motorists to slow down. Streetscape elements include street trees, minimal site furnishings and minimal enhanced landscape features within the amenity zone.

Figure 4.19 shows a section of Sycamore Street, which represents a Tertiary Street. Most existing conditions would remain for this category. Street trees should be added at regular intervals and minimal enhanced landscape elements, such as small beds of grasses or perennials near intersections, should be added where possible. On-street parking will remain unchanged.

Street trees are recommended to be deciduous and columnar in form with hardy perennial foundational plantings where applicable. Plants should reflect a mixture of colors for seasonal interest. Plants should have reduced heights near intersections to keep sight lines intact. Final plant spacings and selection will be defined during the design process.

Collectively, the categories of streetscape design establish a hierarchy of design in Downtown Gardner and convey to visitors and residents that Main and Elm represent the heart of the City while also enhancing all streets to be a safe and comfortable pedestrian experience.

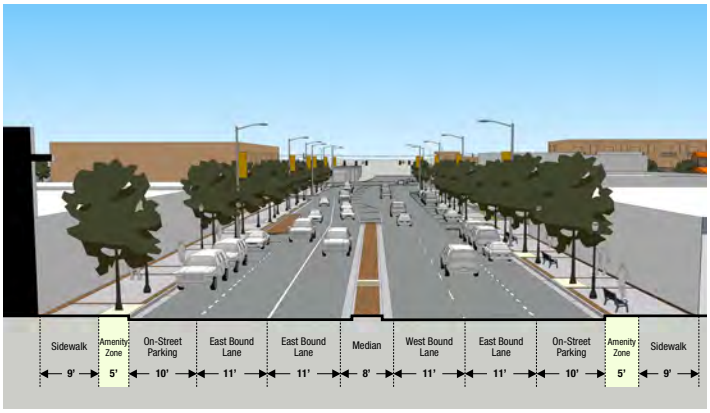


Figure 4.16 - Section, looking west, on Main Street

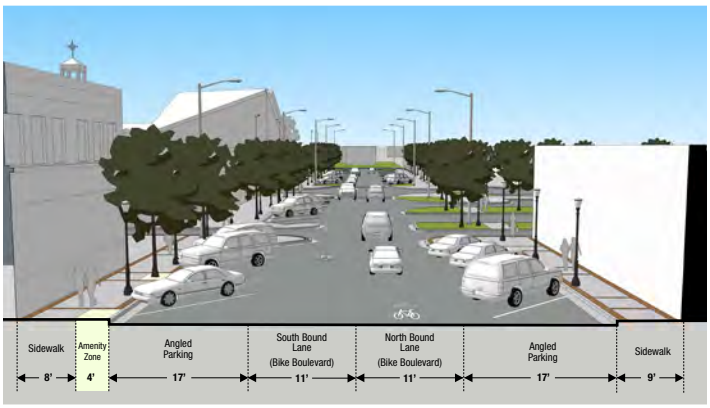


Figure 4.17 - Section, looking north, on Elm Street

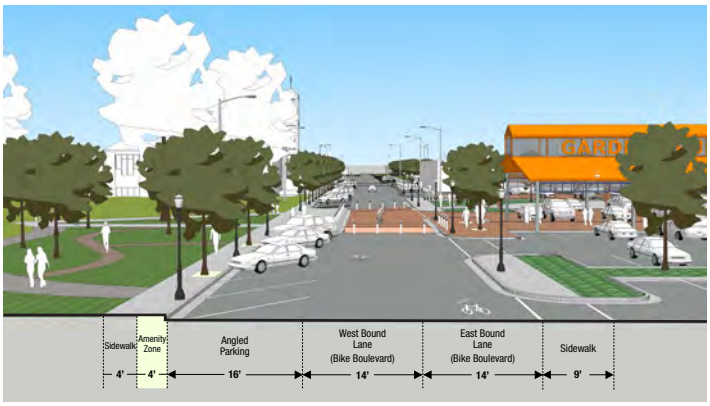


Figure 4.18 - Section, looking east, on Shawnee Street

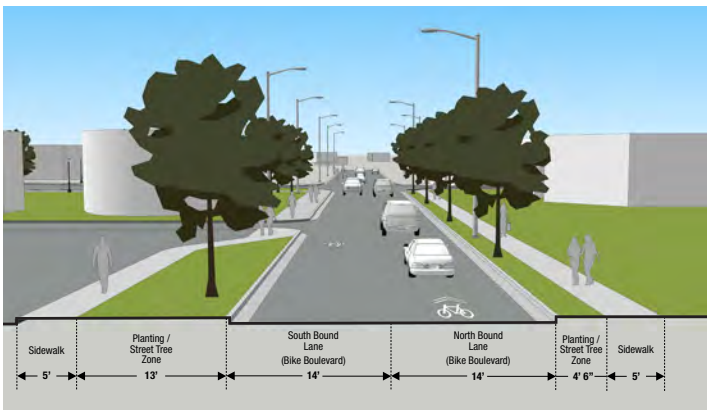


Figure 4.19 - Section, looking north, on Sycamore Street

STREETSCAPE - FINAL CONCEPT

A Creating refuge moments for pedestrians along the streetscape was an important consideration in this design. An amenity zone along the curb line provides space for streetscape elements such as pedestrian lighting, seating, wayfinding signage and other site furnishings. Additionally, bump-outs at the intersections offer more space for landscape beds, gateway markers and bench seating while also acting as a traffic calming element.

B Looking east on Main Street, the proposed ADA van accessible stall can be seen in the foreground, adjacent to the pedestrian plaza and vertical monument. Paving details can be seen in this view with brick banding creating a nice rhythm on the ground plane and giving the streetscape a warm touch.

C The cornerstone of Gardner's streetscape is the Main Street and Elm Street intersection. As the historic center of Gardner, this intersection represents the heart of the City. The recommended streetscape improvements are clearly visible in this aerial view. Brick paver details create a warm and inviting environment for pedestrians, while the amenity zone and the curbed bump-out areas soften the entire streetscape with planting beds.

Figure 4.21 *- Eye-level view of Main Street streetscape with enhanced features*

Figure 4.22 *- Streetscape improvements along Main Street; proposed ADA parking stall*

Figure 4.20 *- Birds-eye view of Main and Elm intersection showing streetscape redesign*

4.3 MOBILITY HUB

A major impetus for this study was to develop a concept for a mobility hub in Downtown Gardner. Communities continue to realize the importance of easy access to public transportation, and it is the intent of developing a mobility hub in the Downtown core that public transportation will be even more accessible and dependable for more members of the community.

Following extensive coordination with the KCATA, the mobility hub is planned on Park Street at the corner of Center Street. RideKC buses will travel west along Main Street (Highway 56) and turn South on Sycamore Street. From there, the buses will turn right (west) on Park Street.

After stopping at the mobility hub, the buses will turn north on Center Street and finally back east on Main Street towards Interstate 35 and Kansas City. This route will offer streamlined service and will not greatly impact day-to-day vehicular traffic.

The mobility hub itself is proposed to include a covered shelter for bus patrons to be protected from the elements. The shelter includes an electronic messaging board to alert riders of the bus schedule and provides the opportunity for advertising and wayfinding elements as well. Adjacent to the bus shelter, racks for bicycles (personal bicycles and bike share) as well as scooter shares will make this mobility hub work for several different modes of transportation and users of all ages. If desired, this location can also function as a formal ride sharing pick-up and drop off location for all of Downtown Gardner.

BIKE BOULEVARDS

Based on the final recommendations of the Gardner Main Street Corridor Plan, bike boulevards should be added to Washington, Shawnee, Elm, Sycamore and Warren Street. Bike boulevards are preferred bicycle routes that parallel major arterial roads to ensure safer travel conditions for cyclists. This type of facility requires minimal street markings and signage. The implementation of the boulevards to the applicable streets is included in the anticipated streetscape improvements and the costs are reflected in the final streetscape costs, found in the Implementation chapter of this report.

Figure 4.24 *- Mobility hub at Center and Park*

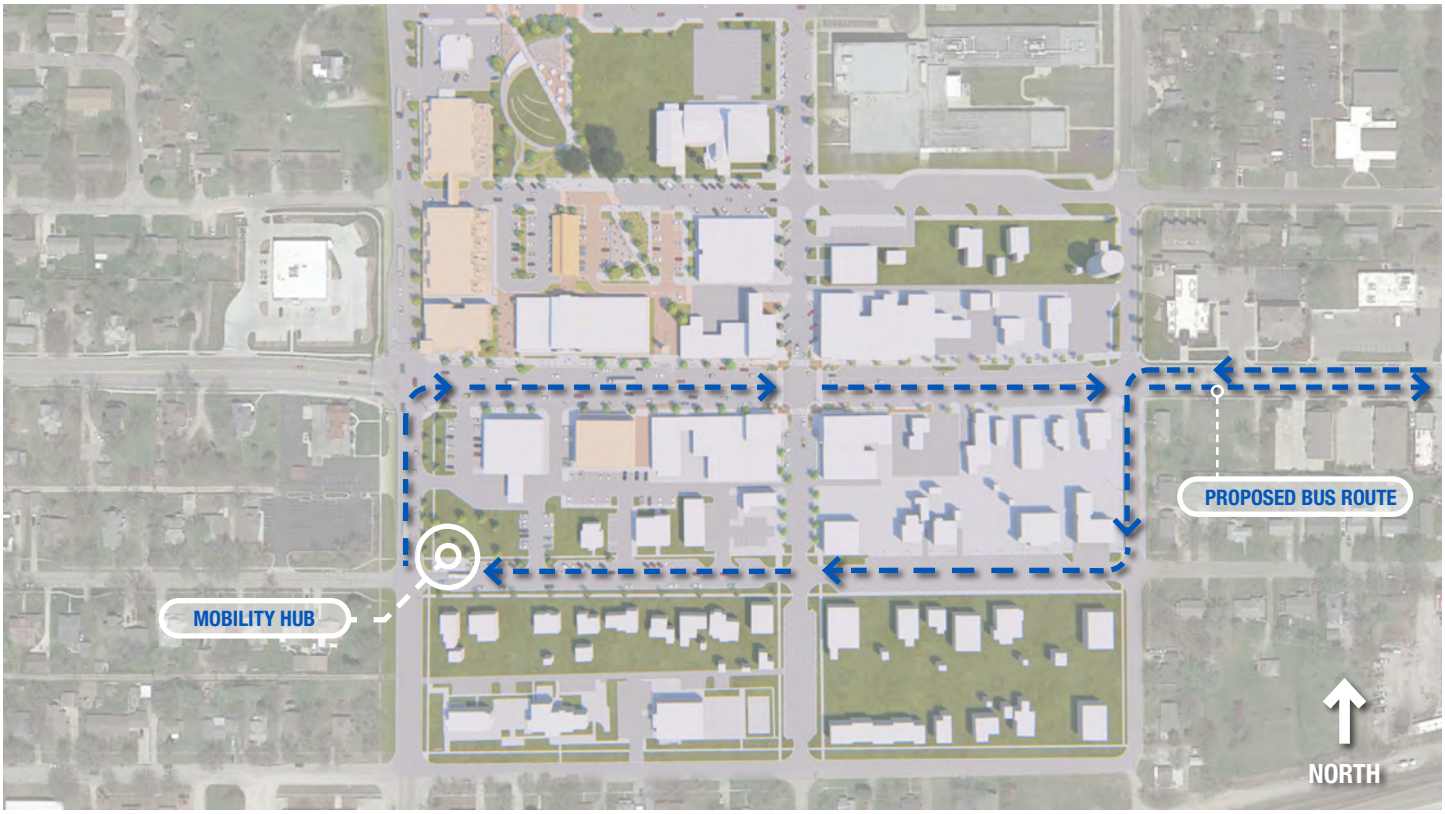


Figure 4.23 *- Proposed Mobility Hub location and bus route*

4.4 ADA FACILITIES / PARKING

The location and availability of parking is an important factor in the success of Downtown Gardner as a walkable and sustainable place. The location of parking has been identified as a concern through various public involvement efforts. The proposed solution strives to maintain existing parking and, possibly increase parking, but this is dependent on final redevelopment solutions in the future. The location and number of accessible stalls was of particular concern and analysis. Regulations established in the Americans with Disabilities Act (ADA) require that those with disabilities have equitable access to their destinations. In particular, Section X02.6.1 of the ADA regulations require a minimum number, location, and slope of accessible spaces. The Walk & Roll inventory conducted through this planning effort further examined the location and access to existing ADA stalls in the Downtown study area.

Several of the parking related items noted in the Walk & Roll inventory process included:

- Lack of on-street ADA parking spaces.
- Proximity of on-street ADA parking spaces to business entrances.
- Non-compliant cross-slope and quality of ADA stall pavement (Elm St).
- Lack of 36" of clear path from ADA stall surface to sidewalk.

Note that these findings were further validated and found to be important factors in ADA regulations.

Parking in Downtown Gardner can be public (such as the stalls behind City Hall) or private (Blazers Restaurant parking lot). Both private and public ADA parking must be considered in order for the Downtown area to provide equitable parking and access. While Gardner has an existing planning process for the review of new developments to include plans for ADA stalls, guidance for the placement of on-street ADA parking on existing streets is less clear.

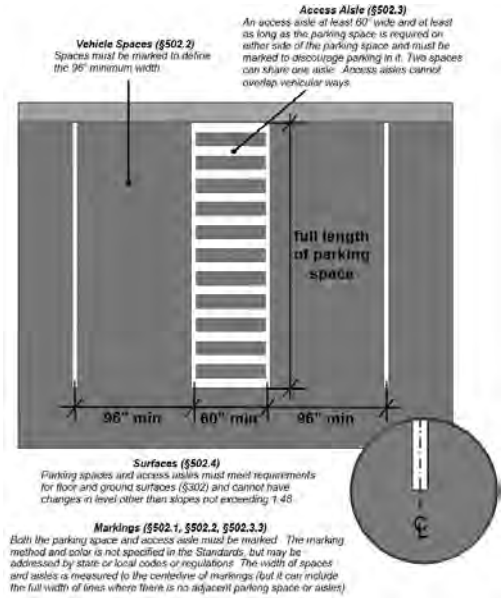


Figure 4.25 - Regional location of Gardner, Kansas

On-street parking is a valued public parking resource for those traveling into the Downtown area by car as it often provides priority access to a storefront. A review of existing regulations as pertaining to on-street parking revealed the following as important considerations when determining the type and placement of ADA stalls:

- 1 van stall needed for every 6 standard accessible spaces.
- 100 or more parking spaces require 1 van / 3 standard stalls.
- Slope should not exceed 1:48 in any direction.
- On-Street ADA van stalls are possible – 5' of clearance on the passenger side and 5' aisle needed.

Additionally, where on-street parking is provided, a required minimum number of accessible on-street parking spaces is defined by the project or project area and in accordance with ADAAG Section 208.2 (see table). Note that stalls need to be dispersed throughout the project area and provide equal access. The project area defines the number of stalls and if equal or greater access is provided, minimums can be calculated within the project area extending into adjacent parking lots or other streets.

PARKING FACILITY TOTAL	MINIMUM NUMBER OF ACCESSIBLE SPACES		
	STANDARD	VAN*	TOTAL (STANDARD + VAN)
1-25	0	1	1
26-50	1	1	2
51-75	2	1	3
76-100	3	1	4
101-150	4	1	5
151-200	5	1	6
201-300	5	2	7
301-400	6	2	8
401-500	7	2	9
551-600	9	2	11**
601-650	10	2	12**
651-700	10	3	13**
701-750	11	3	14**
751-800	12	3	15**
801-850	13	3	16**
851-900	14	3	17**
901-950	15	3	18**
951-1000	15	4	19**
1001-1100	16	4	20**
1101-1200	17	4	21***
1201-1300	18	4	22***
1301-1400	19	4	23***
1401-1500	20	4	24***
1501-1600	20	5	25***
1601-1700	21	5	26***
1701-1800	22	5	27***
1801-1900	23	5	28***
1901-2000	24	5	29***
2001 and over	25	5	30***

** at least 1 of every 6 accessible spaces or fraction of 6*
*** 501 - 1000: 2% of total*
**** 1001 and over: 20 + 1 for each 100 or fraction thereof over 1000*

Figure 4.26 - Minimum number of accessible parking spaces

A planning overlay was developed to illustrate the quantity and type of ADA stalls needed to provide equal access for those who utilize parking in the Downtown Gardner. Figure 4.27 displays the total number of standard and van stalls recommended for each block.

Numbers represent the final count of stalls needed per segment. Note that project areas can be combined to alter the minimum number of parking spaces, but only if equal access is provided. "Project Area" was defined as any segment of on-street parking between intersections and any additional parking lot in the proposed plan.

Figure 4.28 shows an ADA approved design to provide standard or van stalls in an on-street scenario. This would provide easier access to the front of City Hall – currently the only ADA accessible entrance. KDOT wouldn't view this proposed ADA stall differently than the parking that is currently along Main Street.

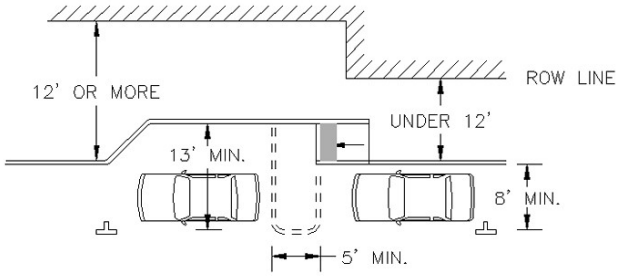


Figure 4.28 - On-Street ADA approved Van accessible stall

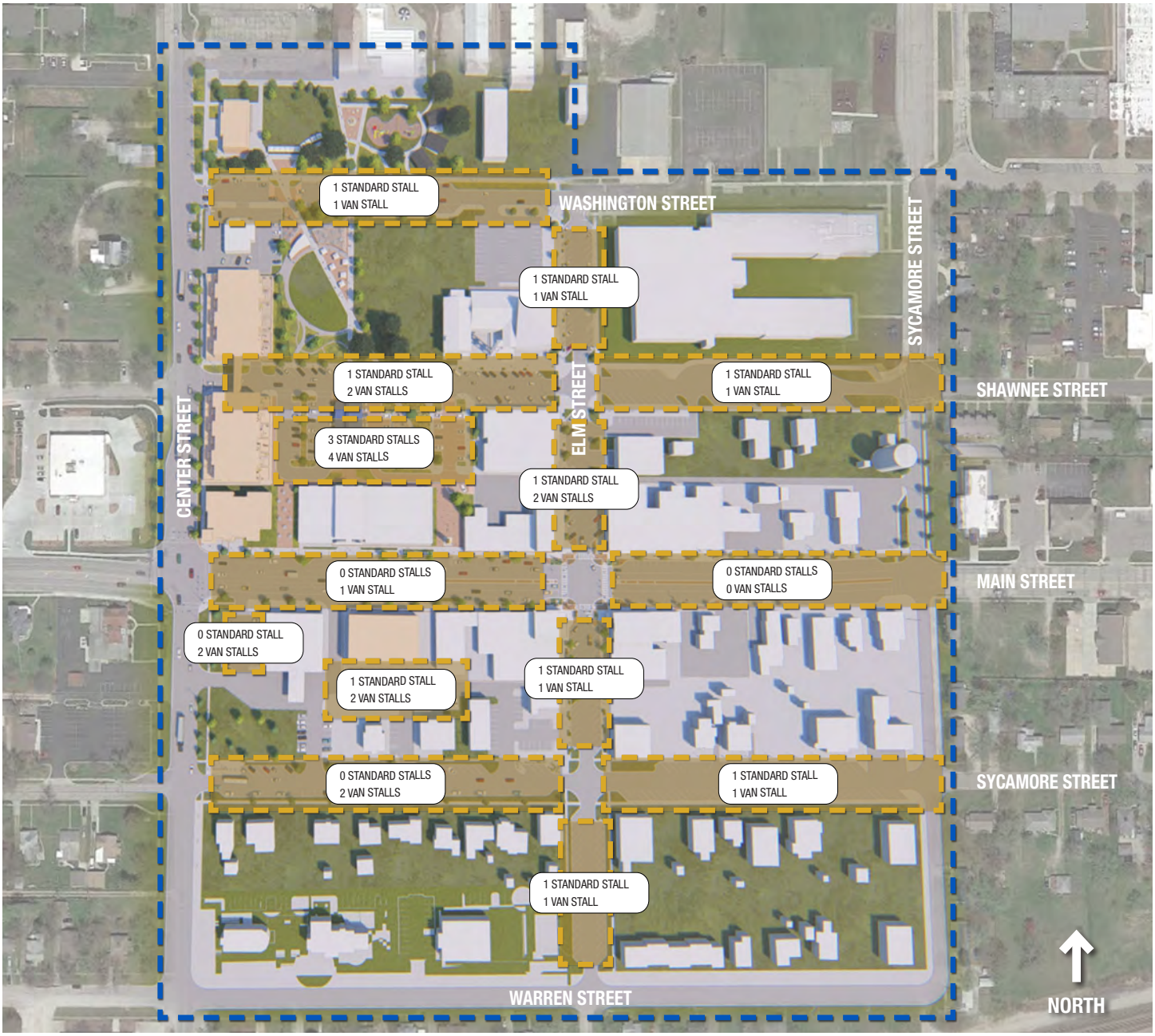


Figure 4.27 - Required standard and van ADA accessible stalls for streets and parking lots in Downtown Gardner

5 IMPLEMENTATION

5.1 IMPLEMENTATION OPTIONS

The following section outlines the projects that comprise the Gardner Destination Downtown vision and details the primary components of each project and the cost associated with those improvements. Also shown are potential funding sources and participating entities responsible for implementing the improvements. A more detailed matrix for the public spaces and streetscape improvements can be found on the following pages.

PUBLIC SPACES

1 CORNERSTONE PARK

1A. Multi-Purpose Community Building

Approximately 3,400 SF, The size of the multi-purpose community building can vary to accommodate final program.

1B. Park Improvements

Pathway realignment, revamped inclusive playground, interactive water feature, enhanced landscape, park pavilions.

2 CIVC GREEN

2A. Property Acquisition

Area TBD.

2B. Park Construction

Pathway construction, amphitheater performance structure, overhead trellises, hardscape plazas, botanical gardens, site furnishings.

3 CITY HALL PLAZA

3A. Property Acquisition

Area TBD.

3B. Plaza Construction

Parking lot construction, green infrastructure, hardscape plazas, enhanced landscaping, site furnishings.

3C. Public Market Shed

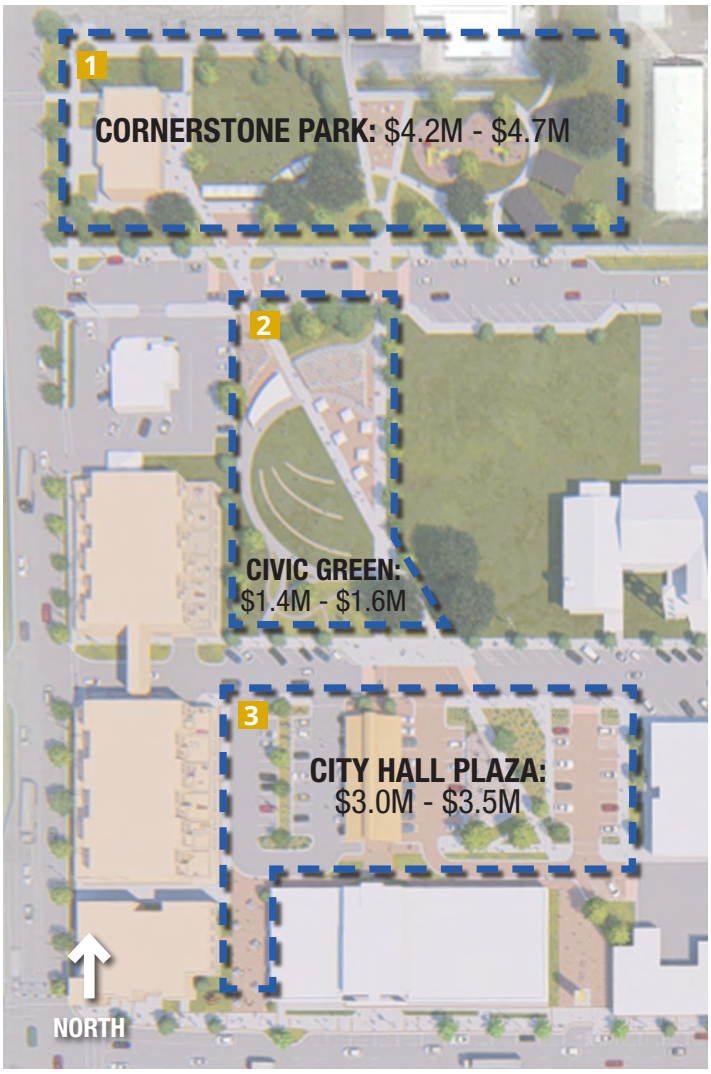


Figure 5.01 *- Public Spaces estimated costs*

Figure 5.02 *- Proposed City Hall Plaza, looking south*

PUBLIC SPACES				
PROJECT		EST COST*	POTENTIAL FUNDING SOURCES**	PARTICIPANTS
CORNERSTONE PARK				
1A	Multi-Purpose Community Building	$1.7 - $2.0 M		City or Private
1B	Park Improvements	$2.5 - $2.7 M	ED, AARP	City
CIVIC GREEN				
2A	Property Acquisition	TBD		Public / Private Partnership
2B	Park Construction	$1.4 - $1.6 M	ED	City or Public / Private Partnership
CITY HALL PLAZA				
3A	Property Acquisition	TBD		City or Public / Private Partnership
3B	Plaza Construction	$2.2 - $2.6 M	ED	City / JoCo Library
3C	Public Market Shed	$850K - $1.1 M	ED	City

Figure 5.03 *- Public Spaces Implementation Matrix*

**Estimated costs are based on 2019 values and should be updated routinely to account for inflation and other economic factors.*

*** For definitions of potential funding sources, see Figure 5.04, below.*

IMPLEMENTATION KEY			
TA	Transportation Alternatives: Transportation Enhancement	Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals.	80% Federal / 20% Local (20% minimum)
ED	Economic Development	Funds transportation improvements to recruit new businesses and encourage growth of existing businesses.	25% minimum local match preferred
AM	Access Management	Promotes safe, efficient traffic flow on the Kansas State Highway system while allowing for reasonable access to adjacent properties. This program includes access planning and construction components.	Access Planning - 33.3% minimum local match prefered. Construction Program - Construction phase of selected projects at 100%, up to a maximum of $2,000,000. Other associated costs are not eligible for reimbursement.
CCLIP	City Connecting Link Improvement Program - Surface Preservation	Intended to address deficiencies in or extend the life of the driving surface.	Minimum local match 0 - 25% depending on the size of the City. Maximum state share for Surface Preservation: $300,000.

Figure 5.04 *- Implementation matrix key terms*

1 MAIN STREET

Street improvements (Center to Sycamore). Where necessary, Main Street is recommended to be reconstructed and raised to alleviate ADA accessibility issues into Main Street businesses and address current sidewalk / ramp conditions that do not meet ADA standards.

**Installation of Primary Street streetscape elements.*

Installation of center median.

Construction of vertical monument east of City Hall.

2 ELM STREET

2A. *Street improvements (Washington to Main). Where necessary, Elm Street is recommended to be reconstructed and raised to alleviate ADA accessibility issues where possible.*

Reconfigure widths of driving lanes, diagonal parking and sidewalks. Application of bike boulevard street markings and signage.

Installation of Primary Street streetscape elements.

2B. *Street Improvements (Main to Warren). Improved sidewalks and installation of Primary Street streetscape elements. Application of bike boulevard street markings and signage.*

3 PARK STREET

3A. *Mobility Hub.*

3B. *Street improvements (Center to Elm). Improved sidewalks and installation of Secondary Street streetscape elements.*

3C. *Street improvements (Elm to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements.*

4 SHAWNEE STREET

4A. *Street improvements (Center to Elm). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of road tables at pedestrian crossings. Additional diagonal parking spaces along north side of street. Application of bike boulevard street markings and signage.*

4B. *Street improvements (Elm to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements. Application of bike boulevard street markings and signage.*

5 WASHINGTON STREET

Street improvements (Center to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of road tables at pedestrian crossings. Additional diagonal parking spaces along south side of street. Application of bike boulevard street markings and signage.

**Refer to Page 27 to see complete list of streetscape elements.*

6 CENTER STREET

6A. *Street improvements (Washington to Main). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of off-street bike facility.*

6B. *Street improvements (Main to Warren). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of off-street bike facility.*

7 WARREN STREET

Street improvements (Center to Sycamore). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage.

8 SYCAMORE STREET

8A. *Street improvements (Shawnee to Main). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage. On-street parking will remain unchanged.*

8B. *Street improvements (Main to Warren). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage. On-street parking will remain unchanged.*

9 BLOCK IMPROVEMENTS (SOUTH OF MAIN ST.)

9A. *Parking lot consolidation improvements.*

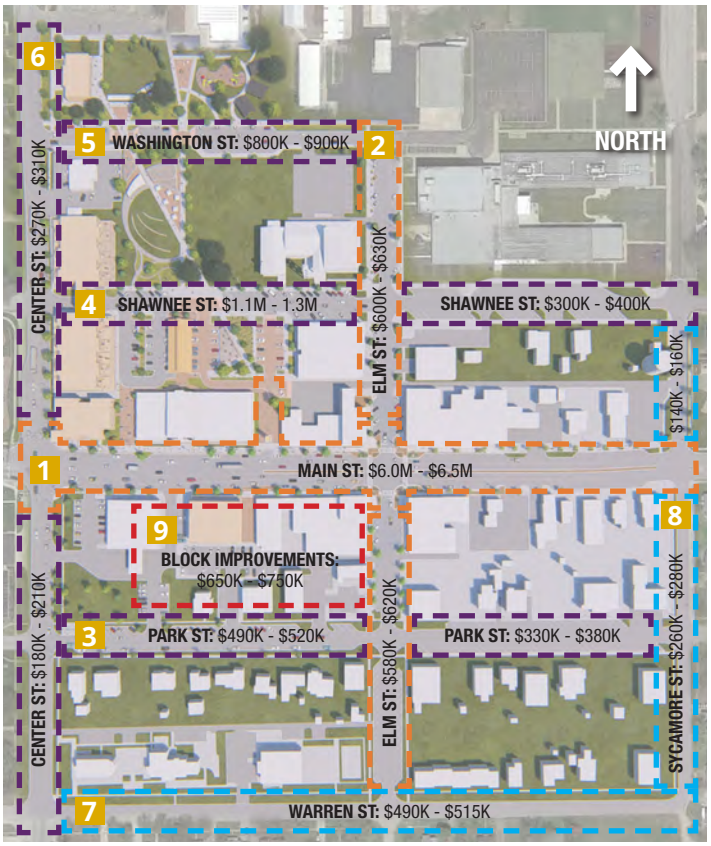


Figure 5.05 *- Streetscapes estimated costs*

STREETSCAPES				
PROJECT		EST COST*	POTENTIAL FUNDING SOURCES	PARTICIPANTS
PRIMARY STREET				
1	Main Street Improvements *(Center to Sycamore)*	$6.0 - $6.5M	AM, CCLIP	City / KDOT
2A	Elm Street Improvements *(Washington to Main)*	$600 - $630K	TA	City
2B	Elm Street Improvements *(Main to Warren)*	$580 - $620K	TA	City
SECONDARY STREET				
3A	Park Street Mobility Hub	$110 - $170K		City / KCATA
3B	Park Street Improvements *(Center to Elm)*	$330 - $360K		City
3C	Park Street Improvements *(Elm to Sycamore)*	$330 - $380K		City
4A	Shawnee Street Improvements *(Center to Elm)*	$1.1 - $1.3M	TA	City
4B	Shawnee Street Improvements *(Elm to Sycamore)*	$300 - $400K	TA	City
5	Washington Street Improvements *(Center to Elm)*	$800 - $900K	TA	City
6A	Center Street Improvements *(Main to Washington)*	$270 - $310K	TA	City
6B	Center Street Improvements *(Main to Warren)*	$180 - $210K		City
TERTIARY STREET				
7	Warren Street Improvements *(Center to Sycamore)*	$490 - $515K	TA	City
8A	Sycamore Street Improvements *(Main to Shawnee)*	$140 - $160K	TA	City
8B	Sycamore Street Improvements *(Main to Warren)*	$260 - $280K	TA	City
9A	Block Improvements *(Parking lot improvements)*	$650 - $750K		Public / Private Partnership

Figure 5.06 *- Streetscapes implementation matrix*

**Estimated costs are based on 2019 values and should be updated routinely to account for inflation and other economic factors.*

*** For definitions of potential funding sources, see Figure 5.04, on Page 38.*

5.2 IMPLEMENTATION STRATEGY

The Gardner Destination Downtown vision encompasses much of the Downtown core and has many exciting components that will transform the community. However, because of municipal financial realities, limited funding opportunities, property acquisitions, and the need for public / private partnerships, the overall vision will likely not occur simultaneously. Although the completed improvements are designed and will function as a holistic and interrelated environment, it is unlikely that the entire project could be funded and built all at once. Several factors will drive future decisions about how the plan can be implemented in phases over a period of time with varied funding sources. This plan will serve as the blueprint for construction even if staff or elected officials change over time. Implementation will require strategies for four key factors:

- Consistency of Leadership
- Funding
- Partnerships
- Phasing

CONSISTENCY OF LEADERSHIP

The key components of the final recommended plan are designed so that parts of the project can be completed no matter what order may be the most beneficial for the City when available funding or partnership opportunities arrive. A designated staff member or department has to be responsible for keeping track of everything and the City must be ready to act decisively when opportunities arise.

The City of Gardner and the appropriate staff or department need to direct the implementation of the plan and/or its elements, including the coordination of various funding sources and the partnership relations with the surrounding property owners, many of whom are other governmental entities or not for profit organizations with different decision-making processes.

FUNDING

Besides standard funding options through the City's Capital Improvements Plan or established Community Improvement Districts, some creative funding strategies might be possible. For instance, if a local health care facility promotes quality of life and preventive health programs, they may be interested in the public park space or in adding fitness equipment throughout the spaces, etc. Since the Johnson County Fair Board needs to make facility improvements, perhaps the County would consider a one-time investment to help fund the Elm Street improvements along with a new gateway to the Fairgrounds, or any county-oriented space for satellite services that might provide an advantage for their operations. AARP grants or Safe Walk to School grants could be explored for the ADA accessibility improvements, streets, sidewalks, etc.

PARTNERSHIPS

There are multiple stakeholders and various property owners besides the City that have all participated in this community planning process. There have been numerous individual meetings with surrounding property owners to identify and work through their varying concerns and to develop positive ongoing communications regarding the plan, its progress and the implementation issues. Partners have included the Johnson County Fair Board, the Johnson County Library, the Gardner School District, First Presbyterian Church, the owners of Blazer's restaurant, KCATA, the Central Bank of the Midwest and potential developers.

Partnership Agreements with these key property owners should be developed by the City regarding public use of or acquisition of property. Options might include:

- Long term leases
- Use of public easements
- Acquisition of property
- Memorandum of Understanding
- Agreements on days/weeks/ months set aside for regular or special uses and activities needed by the partner.
- Maintenance Agreements
- Notification of closed streets, temporary parking measures, signage, etc. for special events

Being alert for special partnership opportunities with other Gardner Institutions, organizations and the private sector that can benefit multiple entities will be important for Gardner to capitalize on to bring the full plan into fruition.

PHASING

In order to provide city leaders with direction on community priorities for implementation, the Steering and Implementation Committee participated in a scenario building workshop. These four scenarios offered alternative realities that could affect the City's decision on how and when to proceed with certain projects. The results of this workshop can be found at the end of this section.

It is unlikely that the phasing of the project will happen in a linear manner, so the City should be prepared to act on whatever opportunities arise first. The components of the plan break the project into feasible sections that can help with identification of the amenities that are attractive to certain funding options and can be constructed separately, if necessary. The plan can be used as marketing to solicit outside funding. The City can also identify the components that will require public funds and develop a strategy for funding those components through the existing budgeting process, the Capital Improvements Plan or other means.

Figure 5.07 *- Implementation scenario building workshop*

IMPLEMENTATION SCENARIO WORKSHOP SUMMARY

SCENARIO 1 The City receives a grant that, along with available city investment, will fund a portion of the streetscape and intersection improvements within the Downtown plan project area.

- *Make big moves first - focus on Main and Elm intersection so that people can see beneficial change and become engaged.*
- *ADA accessible stall in front of City Hall is important - could be western extents of initial investment area (accessibility is hardest in front of City Hall).*
- *Extend the street / streetscape improvement project out from Main and Elm intersection a 1/2 block in each direction to incorporate ADA improvements.*
- *Iconic vertical element would be great to include in initial investment.*
- *2nd phase idea - continue north on Elm and do all of Washington Street.*

SCENARIO 2 The Parks and Recreation Master Plan is concluded, and the City determines that making improvements to Cornerstone Park should the first visible outcome of the plan. Unfortunately, the available funding that has been identified will only cover the cost to either build "Cornerstone Hall" OR the other proposed park improvements.

- *Proposed building would be exciting and a great new feature for Cornerstone Park and Parks Department. We could have numerous events from birthdays, senior events, etc.*
- *What adds the most value to the park - events (once or twice a week) vs everyday community use.*
- *Adding a new building provides event space, however, if we don't have funds for the park where would people congregate outside during events? Makes sense to update the park amenities first and add the building second.*
- *The community impact would be amazing with a truly inclusive playground and fountain area for families and kids.*
- *Playground needs to be a destination feature to draw the community Downtown and have a great synergy with the Aquatics Center.*
- *The Elementary School has a special needs program and would use and appreciate an inclusive destination playground.*
- *Everyday community impact of site improvements (playground, open space and fountain) far outweigh the weekend events in the proposed building.*
- *All Cornerstone improvements (park and building) must be done right with appropriate funds to accomplish that goal.*

SCENARIO 3 The City concludes the space study for City Hall. The study prioritizes improvements, including changes to exterior accessibility and parking that are consistent with the vision for new public spaces adjacent to City Hall. Additionally, the Gardner Library has embraced the idea of improvements to their parking lot as consistent with the plan and has agreed to partner in implementation. However, a plan for relocating the group home to a new facility has not yet been defined.

- *Work harder to relocate group home... don't wait.*
- *ADA parking at City Hall is great.*
- *Area that is public control, need to act on this as soon as possible (1st domino).*
- *Focus on ground level improvements between group home and library - market can be in the future.*
- *Seek external sponsors and partners whos missions fit the goals of this plan.*

SCENARIO 4 A developer has approached the City with a vision to implement a new mixed-use development starting at the northeast corner of Main Street and Center Street and continuing north to Blazer's property. They have a plan to relocate the group home to a new facility as part of this development. Moving forward with their new development is contingent upon the City making significant investments in the proposed public space and amenities.

- *This would be a good catalyst to get support for the public improvements around it.*
- *Work with developer to relocate the group home to a better location / facility.*
- *Like the mixed-use idea - would it also be possible for retail shops to have access onto the park as well as the streets?*
- *Explore CID, TIF, other special district possibilities to help pay for improvements.*
- *Is it possible to use a Downtown Impact District tool to capture revenue for a period of time where any improvement Downtown (not just here) would pay a percent into a fund that helps pay for the park improvements?*
- *Build the market structure first because the City owns most of the property already.*
- *Get something done in Cornerstone Park area right away (at least part of it).*
- *Maybe we should consider charging for parking for certain events that generates a large attendance (help to raise revenue).*

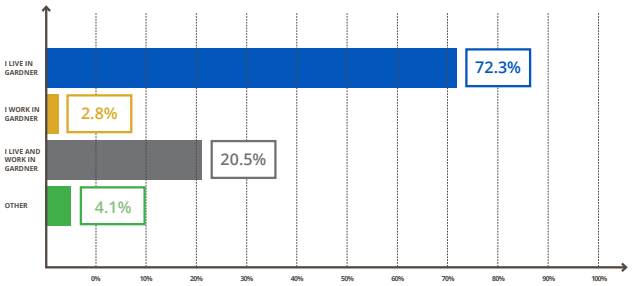
APPENDIX

ONLINE SURVEY RESULTS

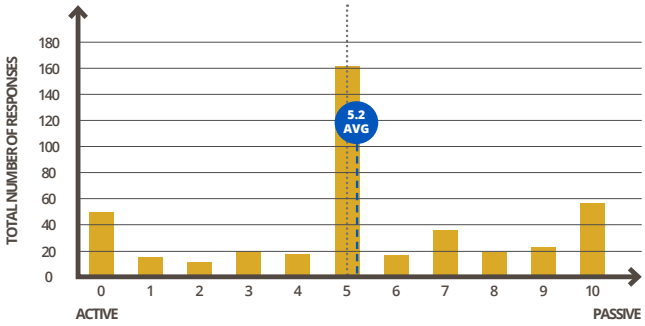
GARDNER DESTINATION DOWNTOWN ONLINE SURVEY RESULTS

536 TOTAL RESPONSES **2.5%** OF GARDNER'S POPULATION

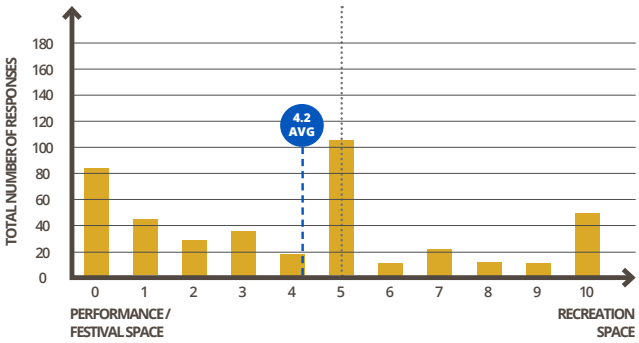
1 WHICH OF THE FOLLOWING DESCRIBES YOU?



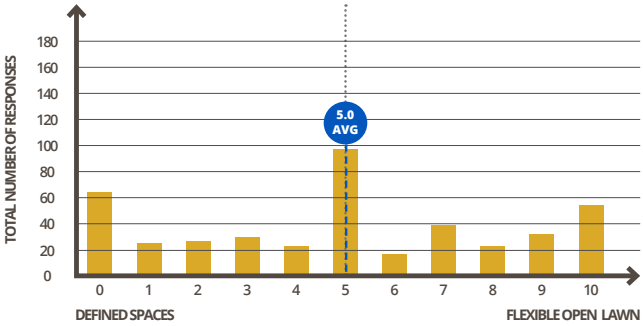
2 WOULD YOU PREFER PUBLIC OPEN SPACES IN DOWNTOWN GARDNER TO BE...



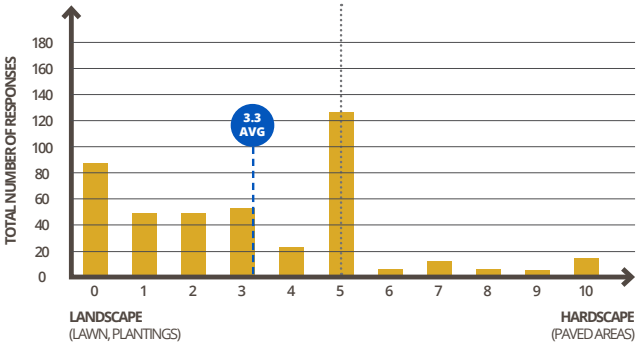
3 FOR **ACTIVE SPACES,** WHICH TYPE OF ACTIVITY WOULD YOU PREFER...



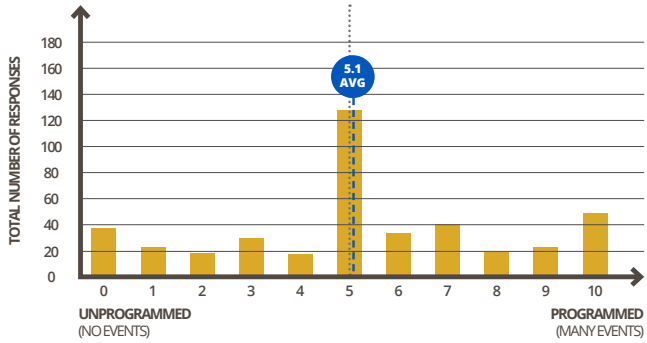
4 FOR **PASSIVE SPACES**, WOULD YOU PREFER...



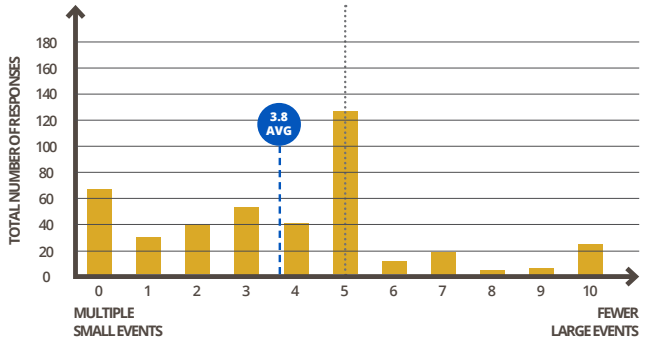
5 THE DESIGN OF PUBLIC OPEN SPACES SHOULD PRIORITIZE...



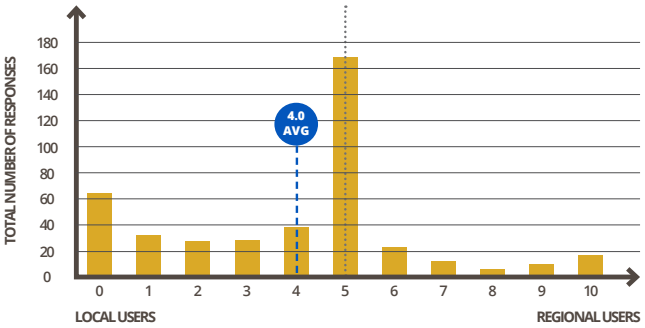
6 SHOULD PUBLIC OPEN SPACES IN DOWNTOWN GARDNER BE...



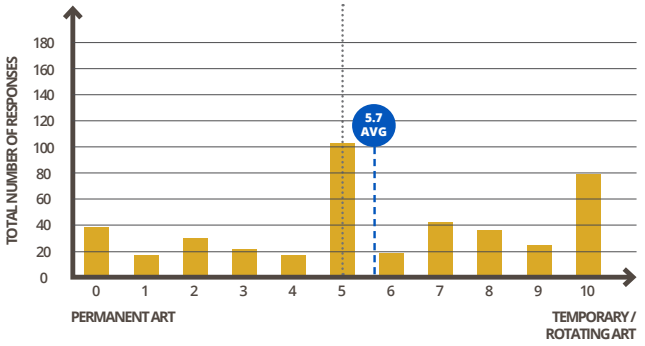
7 WHAT SIZE EVENT OR GATHERING SHOULD BE PRIORITIZED IN DOWNTOWN GARDNER...



8 SHOULD PUBLIC OPEN SPACES IN DOWNTOWN GARDNER ATTRACT...



9 IF ART IS INCORPORATED INTO DOWNTOWN GARDNER'S PUBLIC OPEN SPACES, WHAT TYPE OF ART SHOULD IT BE...



INITIAL CONCEPTS

A INCREMENTAL CHANGE

In this concept, the least amount of land was available for development between Washington Street and Shawnee Street. A linear garden and walkway along the west side of the existing open space serves as a connector between Cornerstone Park and the area behind City Hall. Cornerstone Park sees an extensive redesign while keeping the successful features such as the playground, shelters and mature trees. The area behind City Hall transforms into a flexible open green space that can serve as a venue for festival or musical performances. Also nearby is a permanent farmers market facility and plaza area.

B SPINE

The goal of the spine concept was to facilitate a visual and physical connection between Main Street and Cornerstone Park through a series of civic gathering spaces. The parking and entrance road immediately to the east of City Hall is removed and a pedestrian plaza featuring an iconic vertical element would bring the overall design to the forefront of the Main Street Corridor. Heading north, a Public Market is directly behind City Hall, and when not being used, the parking located here would fulfill the needs of city employees and residents alike. To the north of Shawnee Street, the spine leads into a larger open green space and amphitheater venue. Buffered by a botanical garden and plaza seating areas, this space is meant for festivals and concerts and varying sizes. Similar to the first concept, the Spine also proposed improvements to Cornerstone Park that seek to enhance this already established asset in the community. New residential townhome units along Center Street and mixed-use buildings at the corner of Center and Main and along the south side of Main Street also look to bring new residential and commercial development to Downtown Gardner.

C PROMENADE

The Promenade achieves many of the same goals as the Spine but in a slightly different way. Leading directly out the north door of City Hall, a path extends to Cornerstone Park and ties all three spaces together. Along that path are a farmer's market, amphitheater and event lawn, nature playground, and finally a revitalized Cornerstone Park. Residential and mixed-use developments, very similar to the Spine, remain along Center and Main Street.

Figure I - Initial concept 'Incremental Change'

Figure II - Initial concept 'Spine'

Figure III - Initial concept 'Promenade'

Figure IV *- Initial concept 'Incremental Change' vote totals*

Figure V *- Initial concept 'Spine' vote totals*

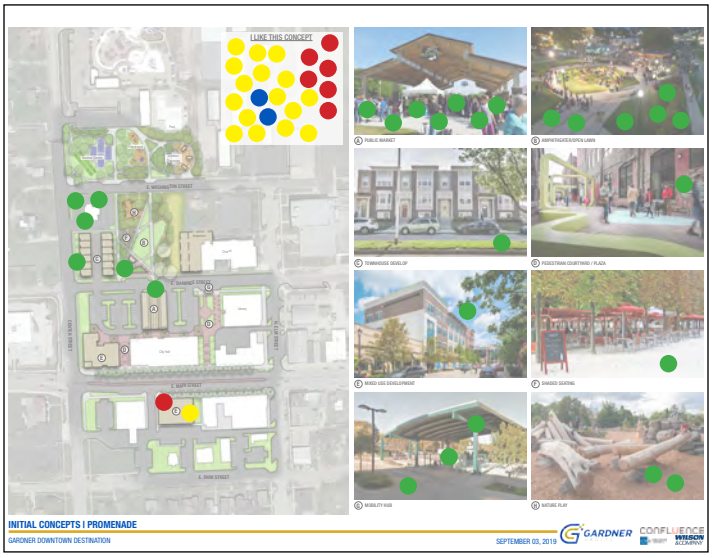


Figure VI*- Initial concept 'Promenade' vote totals*

PUBLIC SPACES - ENGAGEMENT RESULTS

These three initial concepts were shared at a public meeting and attendees were asked to review and form an opinion on what they were observing. They were given a series of dots of varying colors and those dots represented the following:

- 1st Choice
- 2nd Choice
- 3rd Choice
- Elements You Like

The vote totals to the left reflect a combination of both the public feedback and Steering Committee input. Overall the public favored Concept 1, Incremental Change, while the Steering Committee agreed upon Concept 3, the Promenade.

The element that received the most positive feedback was the idea of a permanent farmers market structure. Currently, the Gardner Farmers Market meets on a gravel lot owned by the Johnson County Fair which is not very prominent within the context of the Downtown area. Having a permanent structure would help establish a more vibrant merchant and customer base. The public and steering committee agreed that the area immediately behind City Hall would be an ideal location for the market to establish itself.

Additionally, the idea of proposing residential development along Center Street received positive feedback as it would add population to the center of the City and provide a buffer between the public green space and its associated activity with the nearby residential neighborhoods on the west side of Center Street.

Other elements that were well received included the multi-use community building, public amphitheater space, mixed-use development and play features.

Often during a public process such as this, not all sides agree on one concept as was the case for this project. It was the mission of the planning team to hear and process all the feedback given and produce a vision that satisfies as many opinions as possible.

STREETSCAPE - INITIAL CONCEPTS

During the 2018 Gardner Main Street Corridor study, it was established that community members preferred a more traditional aesthetic when it came to streetscape elements. It was agreed upon that a traditional study would fit nicely with the character of Downtown.

For the purposes of this study, we further developed design concepts for the streetscapes and a 'kit of parts' for streetscape elements based off the original feedback given in 2018.

The first step in developing those concepts further, we asked Steering Committee members to pick a theme they thought best represented Gardner. The themes were 'Prairie Trails' and 'Wings and Fins', both of which represent a physical, natural or historical component that makes Gardner unique.

Overwhelmingly, the Steering Committee selected 'Prairie Trails' as the preferred theme. The general consensus was that Gardner's location on the fringe of the Flint Hills and along the historic westward expansion trails was a story that needed to be told.

Figure VIII *- Traditional streetscape character image*

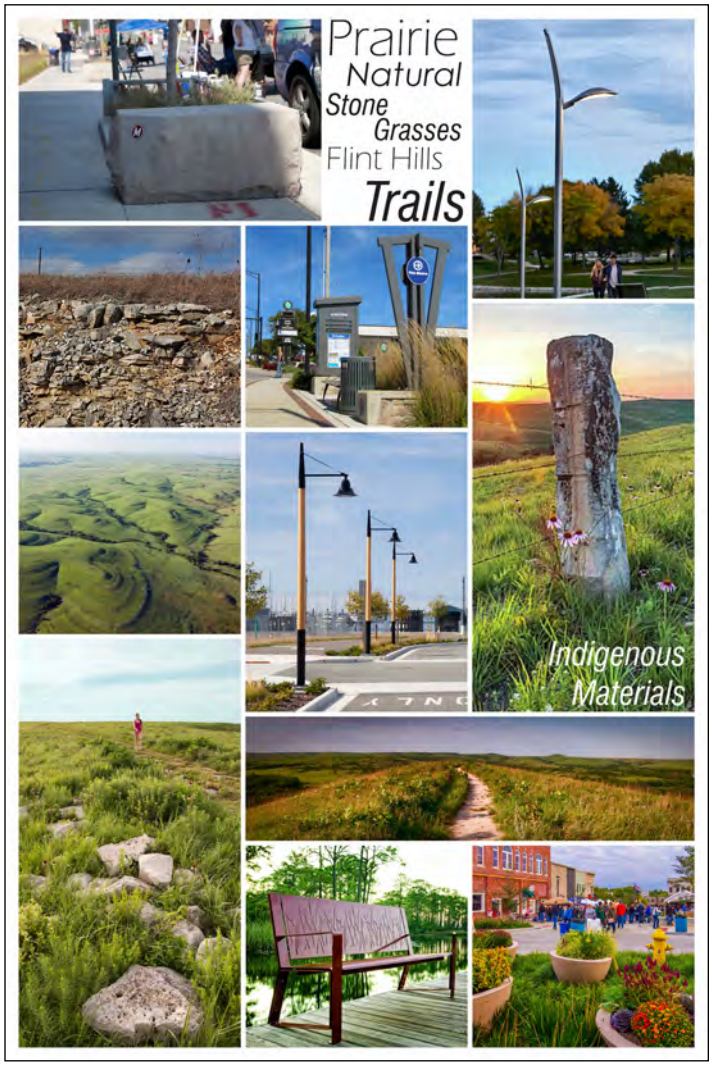


Figure VII *- 'Prairie Trails' character images*

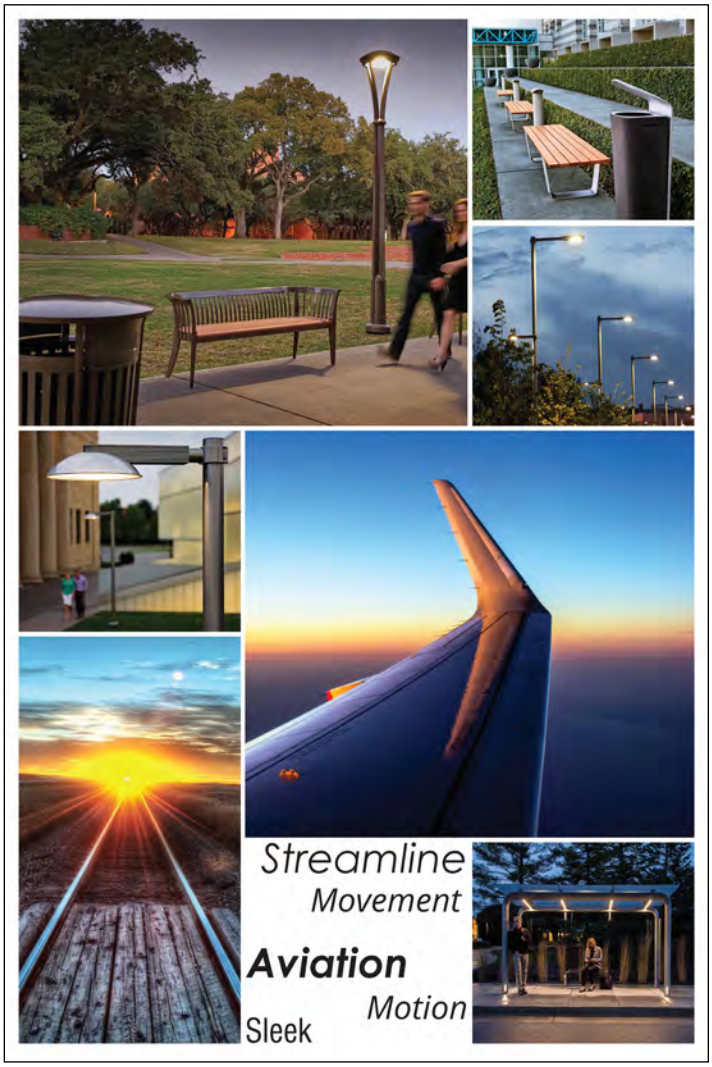


Figure IX *- 'Wings and Fins' character images*

TOWN SQUARE

The Town Square concept uses many of the same materials that are found in the Downtown Gardner such as brick and limestone to create a comfortable and familiar feel for pedestrians and vehicles alike. Curb bump outs allow for landscape beds, gateway markers and seating opportunities. Within the proposed median, small limestone blocks provide additional visual interest and speak to the natural elements of Kansas. This concept was selected as the preferred approach.

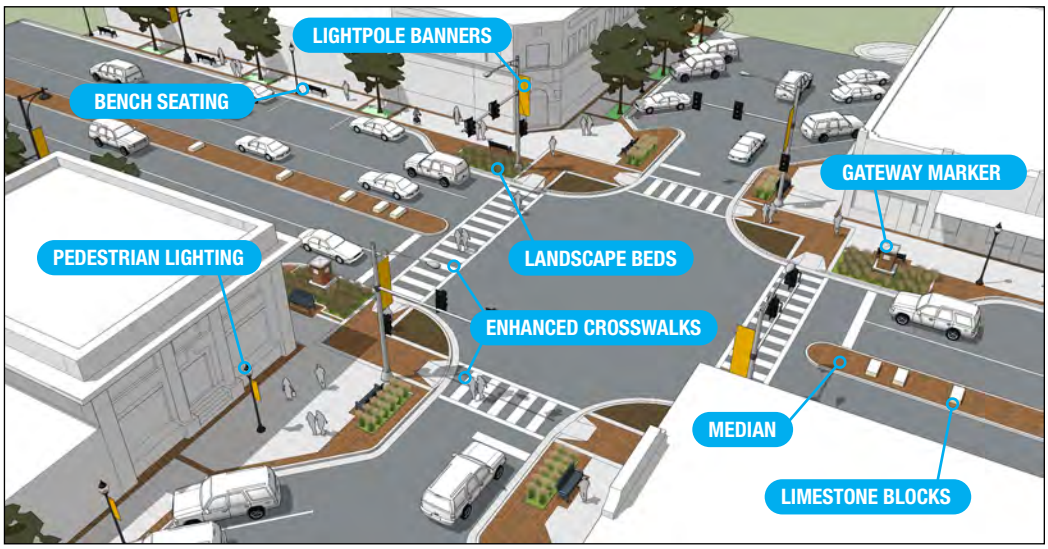


Figure X *- 'Town Square' streetscape design concept*

SOFTENED CORNERS

A more contemporary approach, the Softened Corners concept, speaks to Gardner's more recent history of aerodynamics and modern transportation networks. A softer color palette and rounded hardscape features give this concept a much more fluid character. This language is also embodied in the seating elements, landscape beds and pedestrian lighting.

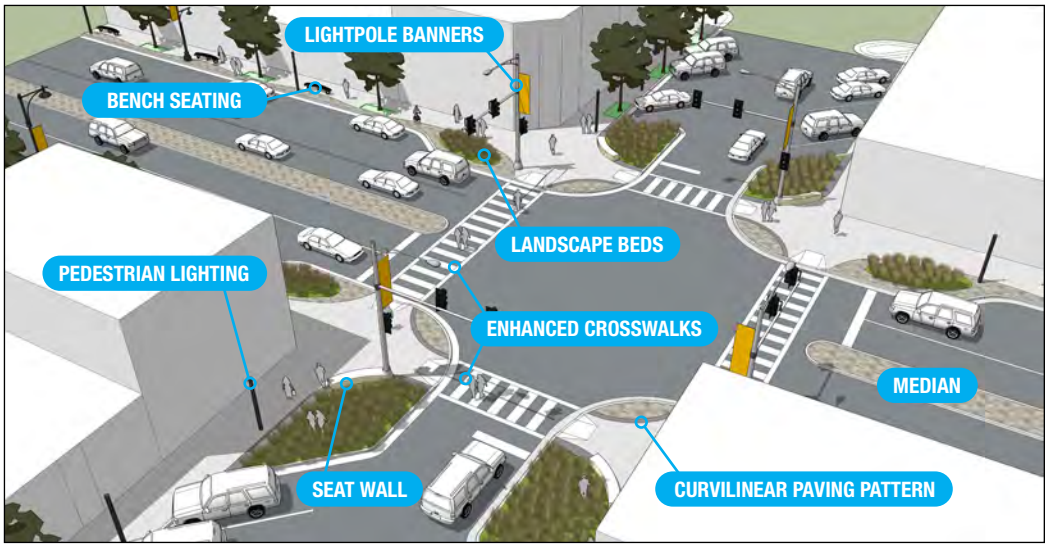


Figure XI *- 'Softened Corners' streetscape design concept*

RADIATING SPACES

The Radiating Spaces concept seeks to unify the entire Main and Elm Intersection with a dynamic system of paving patterns and landscape features. This concept plays off the idea that this intersection is the historic and contemporary center of Gardner and the rest of the City radiates out from this location. Seat walls of varying sizes, as well as benches, provide ample places for gathering outside Downtown businesses.

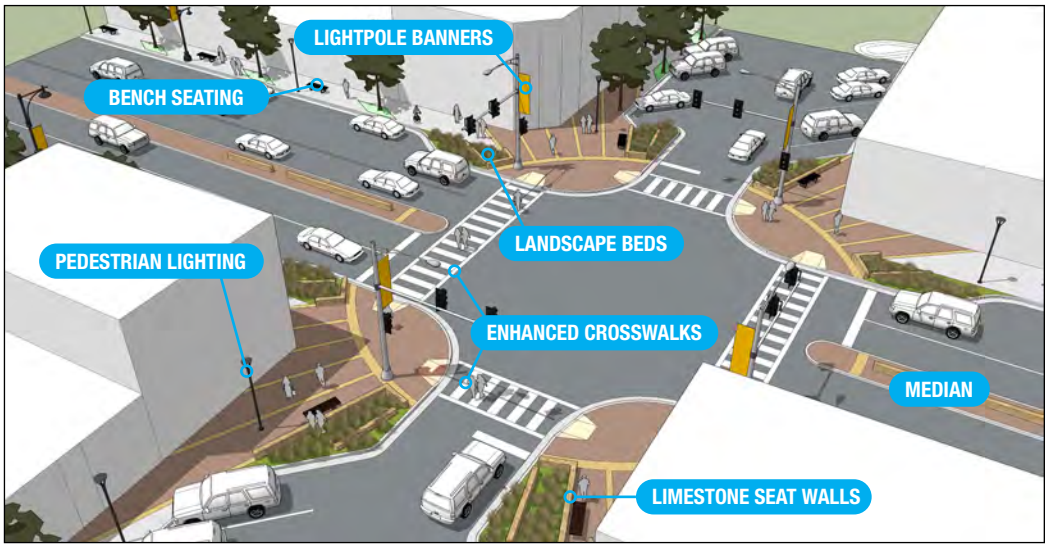


Figure XII *- 'Radiating Spaces' streetscape design concept*

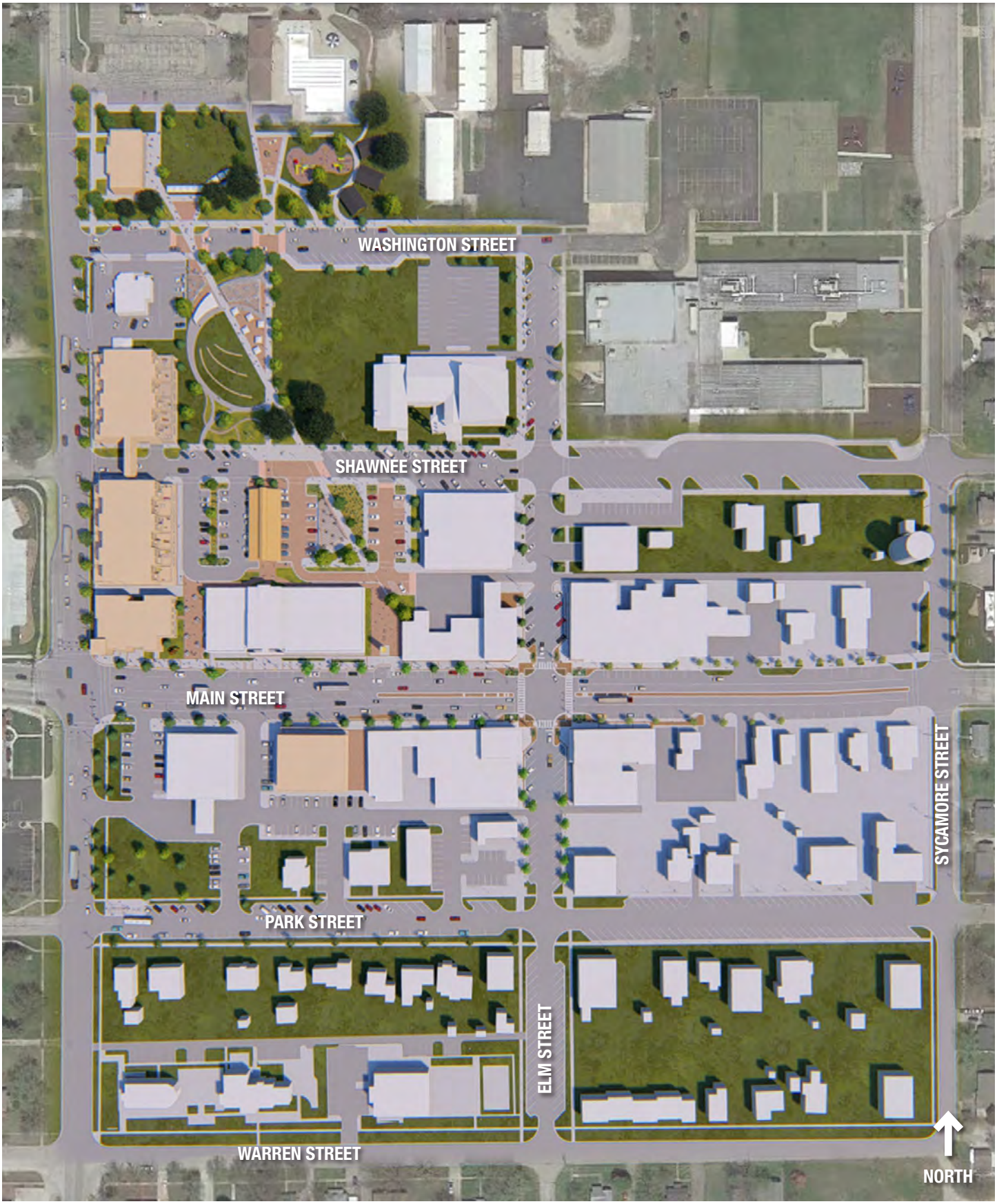


Figure XIII *- Plan of proposed public space and streetscape improvements in Downtown Gardner*

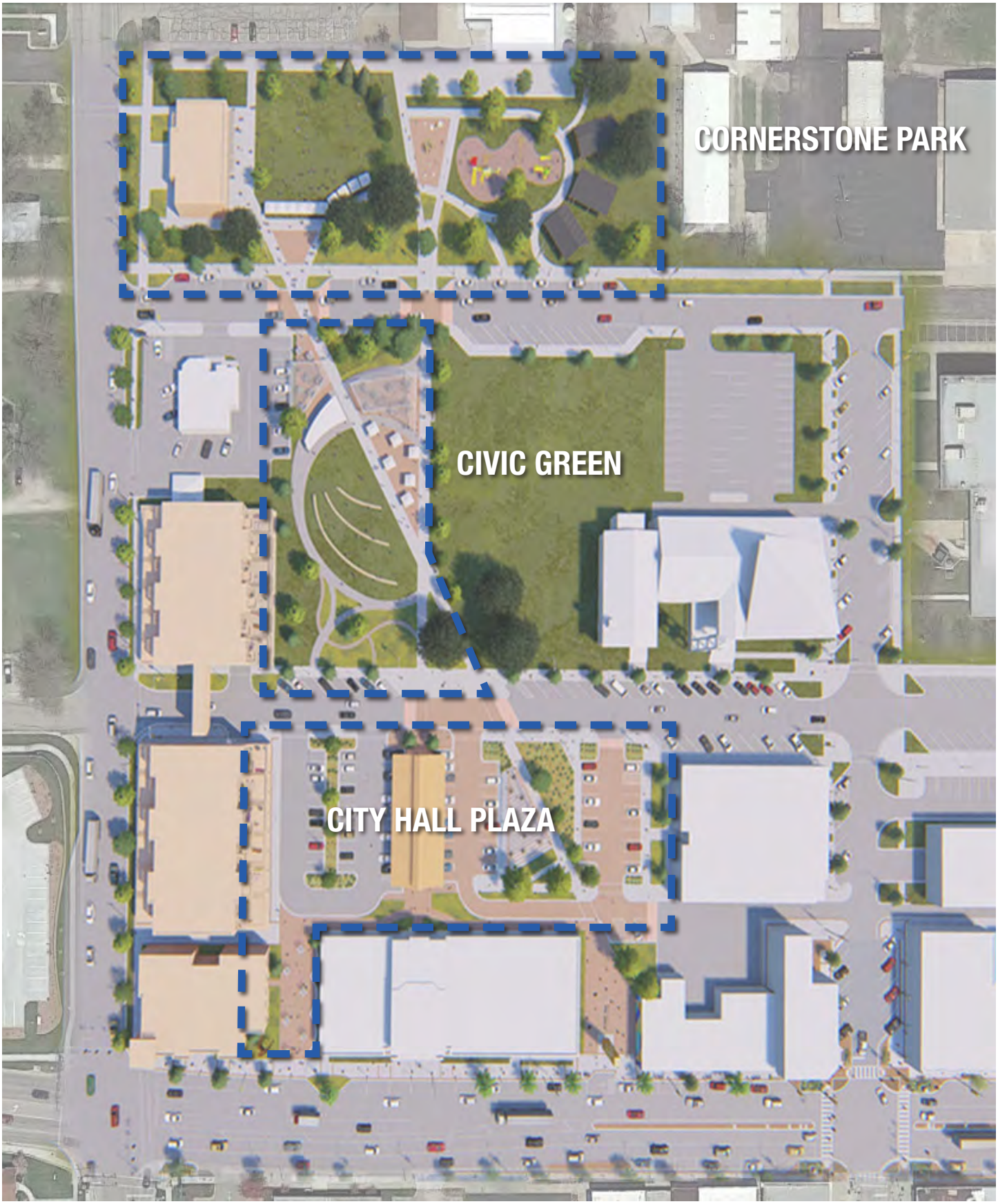


Figure XIV *- Plan view of proposed public spaces in Downtown Gardner*

Figure XV *- Parking Inventory. Streets and lots not called out on this plan, indicate no changes in quantity of parking stalls.*

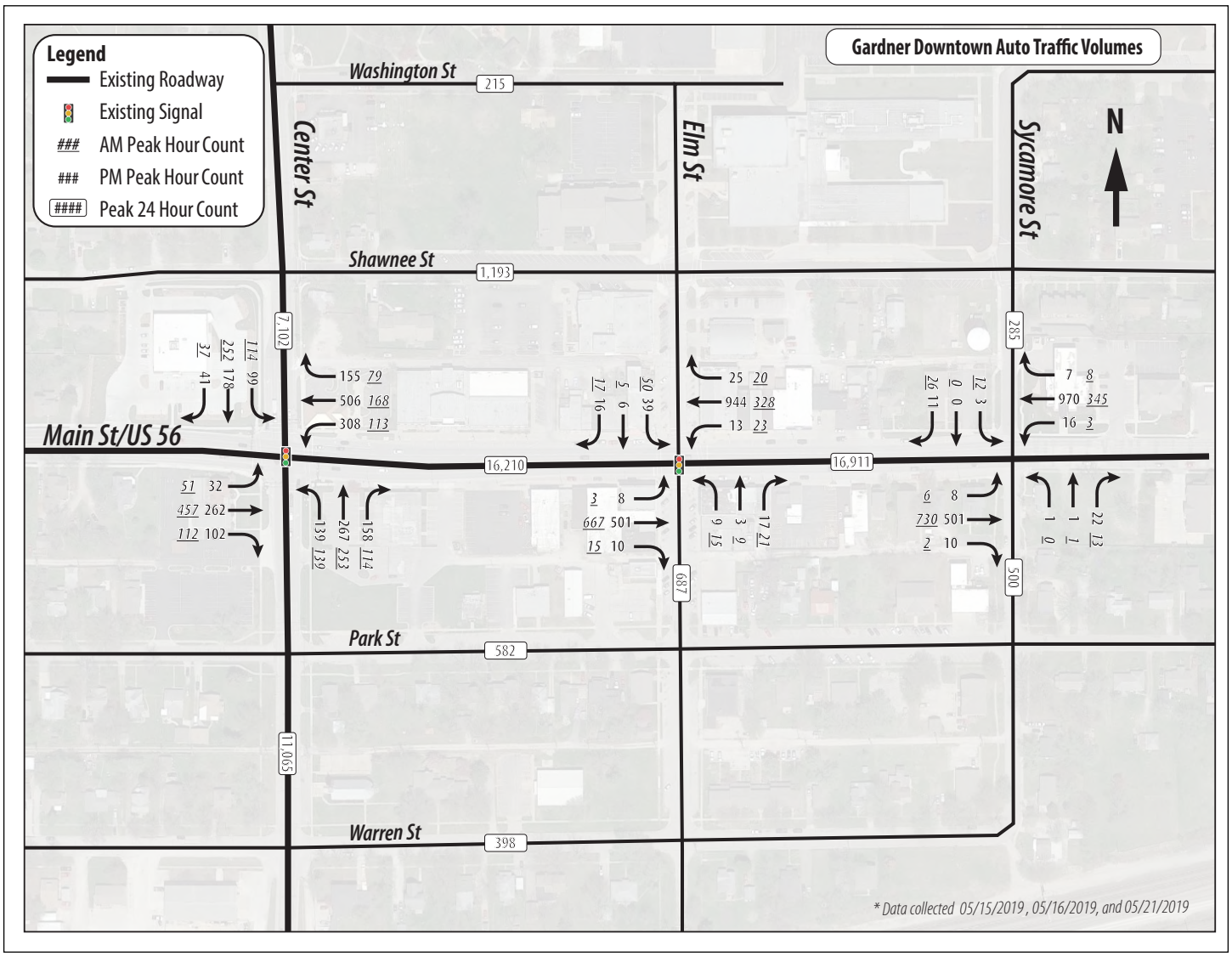


Figure XVI *- Traffic analysis for Downtown streets*

EXCERPT OF PLANNING COMMISSION MEETING MINUTES
CITY OF GARDNER, KANSAS
Tuesday, February 25, 2020

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:00 p.m. on Tuesday, February 25, 2020, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Deaton
Commissioner Ford
Commissioner Hansen
Commissioner McNeer
Commissioner Meder
Commissioner Simmons-Lee

Staff members present:
Larry Powell, Director, Business & Economic Development
Kelly Drake Woodward, Chief Planner
Michelle Leininger, Principal Planner
Robert Case, Planner
Kristie Hatley, Planning Technician
Ryan Denk, City Attorney

There were twelve members of the public in attendance.

REGULAR AGENDA

4. **COMPREHENSIVE PLAN AMENDMENT**
CPA-20-01: Hold a public hearing and consider adopting the *Gardner Destination Downtown Plan* and incorporating by reference the Plan into the *Gardner Comprehensive Plan*.

Mr. Terry Burkbuegler, Confluence, gave a presentation containing highlights from the full presentation given at the January meeting. He stated the initial goals of the project coming out of the original Main Street Corridor Plan was a desire to create a heart of downtown. Within that they wanted to:

DRAFT

- Define the users and the program for the downtown green spaces
- Provide flexible and interactive commons to promote social inclusion and civic identity
- Relate public spaces to the surrounding context of properties
- Define the experience of those spaces for a quality experience for the visitors
- Honor the community's aspirations and vision
- Respect the site and budget

Another key component of the project was the streetscape with the driving goal being to use it to reinforce Gardner's downtown identity. The key points were to:

- Define the character of the streetscape
- Accommodate a balance between vehicular and non-vehicular activity
- Ensure design that is authentic to Gardner
- Recommend technically viable solutions for safety
- Improve conditions for those with mobility challenges in navigating downtown

The key success factors or outcomes of this project relate to the four areas of public spaces, streetscape, ADA facilities, and parking and mobility hubs. He described the different options on how to approach streetscape from a design standpoint. He also briefly spoke about the master plan for the entire study area and emphasized that parking was not being eliminated but instead redistributed. The one thing he could not guarantee was the order in which these elements would be implemented since they are market driven. With this document, the City would be equipped to react when the market dictated.

Ms. Woodward approached the Commission and asked them to take action to amend the Comprehensive Plan to incorporate this plan by reference. The *Gardner Destination Downtown Plan* addresses some of the current Comprehensive Plan objectives such as Commercial Areas with streetscapes, Transportation and Mobility with ADA improvements, Community Facilities and Open Space for community events, Community Character with signage and fairgrounds compatibility, and Sustainability with stormwater planning.

PUBLIC HEARING

No one from the public chose to speak.

Motion to close the public hearing made by McNeer and seconded by Ford.

Motion passed 7-0.

COMMISSION DISCUSSION

No discussed ensued.

Motion made to adopt Planning Commission Resolution No. PC-20-01 to amend the following portions of the *City of Gardner Comprehensive Plan*:

Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and adopt and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and recommend the Governing Body approve the amendments to the *City of Gardner Comprehensive Plan*, and adopt and incorporate by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan.

Motion made by Meder and seconded by Ford.

Motion passed 7-0.

PLANNING COMMISSION STAFF REPORT **REGULAR ITEM NO. 4**
MEETING DATE: FEBRUARY 25, 2020
PREPARED BY: KELLY DRAKE WOODWARD, AICP, CHIEF PLANNER

PROJECT NUMBER / TITLE: CPA-20-01 Amend the *City of Gardner Comprehensive Plan* and adopt the *Gardner Destination Downtown Plan*.

BACKGROUND

In April of 2018, the Governing Body approved Comprehensive Plan amendments to incorporate the *Gardner Main Street Corridor Plan* and *Gardner Main Street Market Analysis*. This plan provides specific policy guidance for the entire Main Street Corridor through the City and extending into adjacent neighborhoods and development areas. It focuses on the big picture and crafting a vision that integrates transportation, land use and the environment while engaging the community in a collaborative dialogue. This Sustainable Places Plan was largely funded through the Planning Sustainable Places program with the Mid-America Regional Council.

The *Gardner Destination Downtown Plan* is the second level of planning in the Planning Sustainable Places program, and was also largely funded through that program. It focuses on project development and implementation activities for an 8-block study area of Downtown (and including Cornerstone Park) so that implementation projects can move closer to readiness for preliminary engineering. This plan also includes meaningful public engagement. The premise behind both projects is to build on the role of the corridor as a major vehicular transportation thoroughfare and facilitate its evolution to support multi-modal transportation options and vibrant public spaces that are attractive for redevelopment and revitalization efforts.

Titled *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project,* the plan provides the following information:

1. *Project understanding* – background, purpose, description of project area, and summary of key issues including the need for new, flexible public spaces; streetscape improvements to knit the community together; improved ADA accommodations; and the location of a mobility hub in Downtown Gardner.
2. *Existing conditions analysis* – an examination of existing green spaces and opportunities for improvement; and the condition of Downtown streetscapes that are currently oriented more to vehicles than pedestrians.
3. *Planning process* – description of planning activities, leadership structure, project partners and stakeholders, and public engagement opportunities (such as the Benchmarking Bus Tour, attendance at community events, online surveys, Walk & Roll Inventory, and public meetings).
4. *Plan concepts* – visualizations and descriptions of recommended improvements for public spaces, streetscapes, a mobility hub, and ADA facilities/parking. A concept plan for residential and mixed-use infill is included along Center Street.
5. *Implementation options and scenarios* – includes planned improvements for *Cornerstone Park* (multi-purpose building, inclusive playground, interactive water feature, additional pavilions) and new *City Hall Plaza* (public market shed and plaza with green infrastructure), connected by a new *Civic Green* (botanical gardens, paths, overhead trellises, a performance structure, plaza, and other furnishings). The planned streetscape improvements are categorized based on classification as a primary, secondary, or tertiary

street, and include recommendations for street reconstruction, sidewalk and ramp improvements, a median on Main Street, road tables on Shawnee and Washington Streets, parking reconfiguration, off-street bike facilities along Center Street, and streetscape elements.

PROCESS REQUIREMENTS

Kansas statutes (K.S.A 12-747) grant planning commissions the authority to create and adopt a comprehensive plan by resolution. Before adopting an amendment to the comprehensive plan, the planning commission shall hold a public hearing, notice of which shall be published in the official city newspaper 20 days prior to the date of the hearing. Upon adoption of the plan amendments by resolution, a certified copy of the plan amendments and a written summary of the hearing shall be submitted to the governing body. No comprehensive plan amendment shall be effective unless approved by the governing body. The governing body may approve the recommended comprehensive plan by ordinance.

A notice of the public hearing was published in the Gardner News on Tuesday, February 4, 2020. If the Planning Commission adopts the attached resolution and forwards a recommendation to the Governing Body to approve the amendments and adopt the plan and market analysis, the next steps will be to provide notice to the County and any townships affected, up to 20 days prior to the action by the Governing Body.

ATTACHMENTS

I. Draft plan
II. Draft annotated Comprehensive Plan amendment
III. Planning Commission Resolution

RECOMMENDATION

Staff recommends the Planning Commission hold a public hearing and adopt Planning Commission Resolution No. PC-20-01 amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation of the *City of Gardner Comprehensive Plan,* and adopting and incorporating by reference the *Gardner Destination Downtown* plan, and forward a recommendation of approval to the Governing Body.

Recommended Motion:

Motion to adopt Planning Commission Resolution No. PC-20-01 to amend the following portions of the *City of Gardner Comprehensive Plan*: Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and adopt and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and recommend the Governing Body approve the amendments to the *City of Gardner Comprehensive Plan*, and adopt and incorporate by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan.

GARDNER DESTINATION DOWNTOWN

A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT

GARDNER KANSAS

DRAFT

FEBRUARY 2020

DRAFT

ACKNOWLEDGMENTS

MAYOR

Steve Shute

CITY STAFF

Larry Powell - Business and Economic Development Director
Kelly Drake Woodward - Chief Planner
Michelle Leininger - Principal Planner
Bob Case - Planner
James Pruetting - City Administrator
Michael Kramer - Public Works Director
Jason Bruce - Parks and Recreation Director
Matt Wolff - Finance Director
Gonzalo Garcia - Utilities Director

CITY COUNCIL

Todd Winters
Rich Melton
Mark Baldwin
Randy Gregorcyk
Tory Roberts

PLANNING COMMISSION

Scott Boden
Steve McNeer
Adrianna Meder
Eric Ford
Kiva Simmons-Lee
Eric Hansen
Kacy Deaton

TECHNICAL ADVISORY

A.J. Farris - KCATA
Shawn Strate - KCATA
Josh Powers - Johnson County

STEERING / IMPLEMENTATION COMMITTEE

Aaron Batterbee
Adrianna Meder
Allen Vonderschmidt
Barbara Coleman
Beth Hines
Bill Danner
Danedri Herbert
David Rhodes
Donna Pearce
Ed Reschke
Eric Gourley
Debbie Frizzell
Jackie Garden
Laura Gourley
Jason Camis
Joe Gardenhire
Julie Aldrige
Karen Liu
Kim Liu
Cris Lowe
Mary Bush
Mary Nelson
Sheri Barber
Shirley Brown Van-Arsdale
Steve Hines
Sylvia Fernald
Tracy Lane
Linda Yardley

PLANNING TEAM

CONFLUENCE

Terry Berkbuegler
Matt Evett
Marshall Allen
Avery Nichols

CNA Collins Noteis & Associates, LC

Vicki Noteis

WILSON & COMPANY

Jim Townsend
Drew Pearson

MARC

Doug Norsby

DRAFT

FORWARD

This project is supported through a grant from the Mid-America Regional Council's (MARC) Planning Sustainable Places Initiative – a regional program funded by the state-allocated Surface Transportation Program (Livable Communities Pilot) and intended to assist communities to explore transportation network improvements that enhance the quality of life and support long-term community growth.

DRAFT

GARDNER, KANSAS

TABLE OF CONTENTS

CHAPTER 1 - PROJECT UNDERSTANDING 4

1.1 Project Background 5

1.2 Project Purpose 6

1.3 Project Area 7

1.4 Key Issues 8

CHAPTER 2 - EXISTING CONDITIONS 10

2.1 Green Spaces 11

2.2 Downtown Streetscapes 12

CHAPTER 3 - PLANNING PROCESS 14

3.1 Project Timeline 15

3.2 Meeting Groups 15

3.3 Public Engagement / Outreach 16

3.4 Walk & Roll Inventory 18

CHAPTER 4 - CONCEPTS 20

4.1 Public Spaces 21

4.2 Streetscapes 26

4.3 Mobility Hub 30

4.4 ADA Facilities / Parking 31

CHAPTER 5 - IMPLEMENTATION 34

5.1 Implementation Scenarios 35

5.2 Implementation Options 37

APPENDIX 42

DRAFT

1 PROJECT UNDERSTANDING

DRAFT

1.1 PROJECT BACKGROUND

The City of Gardner, with assistance from the Mid-America Regional Council (MARC), has begun the process of fine-tuning the actionable items laid out in the 2018 Gardner Main Street Corridor Plan to ensure the future prominence, vibrancy and function of Downtown Gardner. In the Main Street Corridor Plan, a series of recommendations were developed with the intent to be implemented as funding and opportunities became available. These recommendations were categorized into four sections:

- Transportation and Corridor Function
- Economic Development
- Quality of Life
- Green Solutions

The Gardner Destination Downtown Plan focuses on elements under each of those recommendation categories and through a collaborative and multi-faceted design approach, recommends specific projects and interventions that will achieve the goal of transforming Downtown Gardner into the true heart of the City.

PLANNING SUSTAINABLE PLACES

The goals of Planning Sustainable Places projects such as the Gardner Destination Downtown Plan include:

- Explore transportation network improvements
- Enhance the quality of life for the community
- Support long-term community growth
- Broaden public understanding and involvement of community in sustainability through partnerships
- Develop new tools, policies and practices to enhance decision making and neighborhood vibrancy
- Demonstrate new models that help transform the ways neighborhoods and communities develop
- Promote long-term physical and economic resilience

The plan is organized into six chapters including the Appendix.

1. Project Understanding

Provides an overall background of the plan and its relevance.

2. Existing Conditions

Analyzes the physical and social aspects of the study area.

3. Planning Process

Chronicles the public input process that took place.

4. Concepts

Outlines concepts for public spaces and streetscapes.

5. Implementation

Recommends various phasing and implementation strategies.

An Appendix is included at the end of this plan to provide supporting resources and images that were gathered during the entirety of the process.

Figure 1.01 *- Main and Elm Intersection in Downtown Gardner*

Figure 1.02 *- Businesses along Main Street*

DRAFT

1.2 PROJECT PURPOSE

The purpose of the Gardner Destination Downtown Plan is to form a coalition of ideas and support needed to create new dynamic public spaces and an enhanced Downtown streetscape to revitalize the central core of the City. The strategies and action steps of the plan build on the role of the corridor as a major transportation thoroughfare and facilitate its evolution to support multi-modal transportation options and vibrant public spaces that attract redevelopment and revitalization efforts. It is a high-level plan that addresses key issues in a connected way but does not provide detailed design or construction specifics. The recommendations in this plan contain both short-term and long-term phasing strategies for the public spaces and for the streetscape.

A fundamental component of the streetscape design will be the consideration of ADA compliance. Business access, ramping, crosswalk markings and signalization were all analyzed as a part of this study and a list of recommendations can be found later in this plan.

GOALS

***PUBLIC SPACES*: CREATE A HEART IN DOWNTOWN**

- **Define the users and program of the spaces.**
- **Provide a flexible and interactive commons to promote social inclusion and civic identity.**
- **Relate public spaces to the surrounding context and properties.**
- **Define the experience of the spaces.**
- **Honor the community's aspirations and vision.**
- **Respect the site and budget.**

***STREETSCAPES*: REINFORCE GARDNER'S DOWNTOWN IDENTITY**

- **Define the character of the streetscape.**
- **Accommodate a balance of vehicular and non-vehicular activity.**
- **Ensure that the design is authentic to Gardner.**
- **Promote pedestrian and vehicular safety.**
- **Recommend technically viable solutions.**
- **Improve conditions for those with mobility challenges in navigating Downtown.**

Figure 1.03 *- Character images for dynamic public spaces*

1.3 PROJECT AREA

Gardner, located in the southwest corner of Johnson County, is poised to grow in population as the Kansas City metropolitan area continues to expand outward.

The project area for this plan includes a 9-block zone in the Downtown core. Extents include Sycamore Street to the east, Center Street to the west, Warren Street to the South and the extents of Cornerstone Park to the north.

Main Street and Elm Street represent the two most important streets in the Downtown core and the intersection of these two streets, represents the physical and historical center of the City.

Several prominent community assets are located in the study area including, but not limited to, City Hall, Gardner Elementary School, First Presbyterian Church, Cornerstone Park, the Gardner Senior Center and many small businesses. Adjacent assets include the Johnson County Fairgrounds, Wheatridge Middle School and several residential neighborhoods.

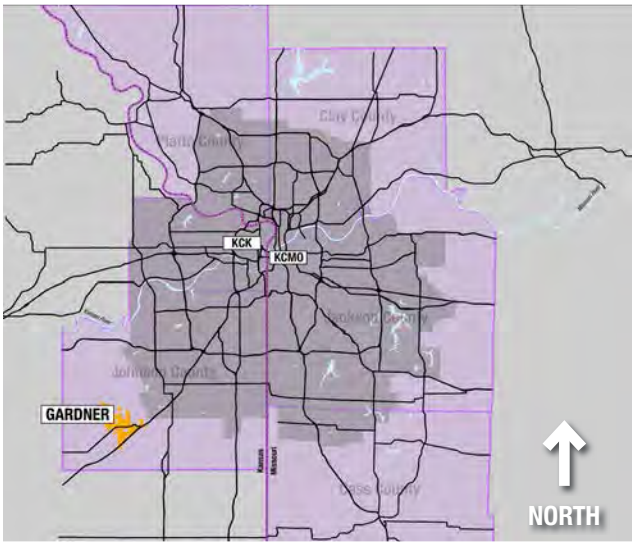


Figure 1.04 *- Regional location of Gardner, Kansas*

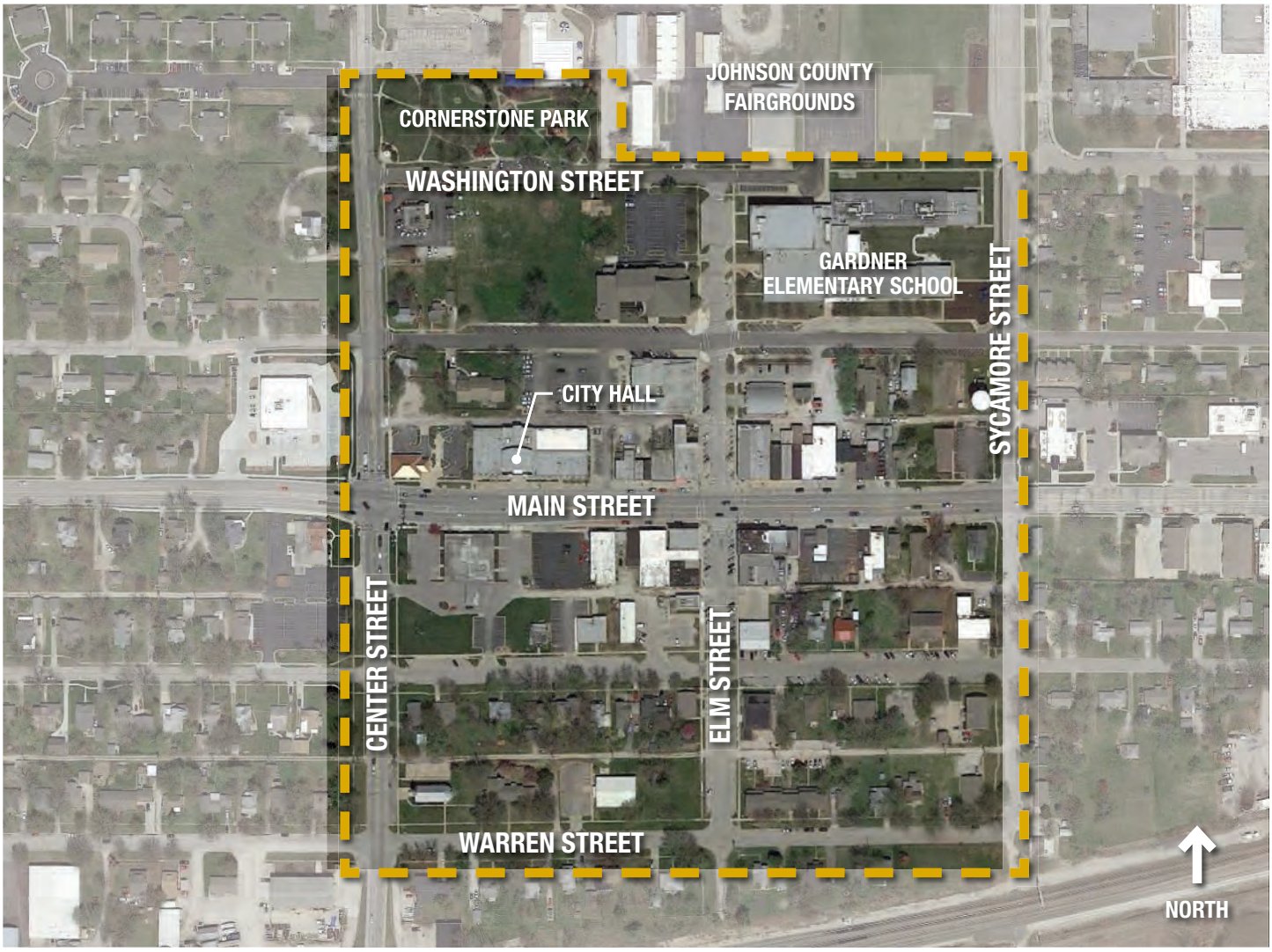


Figure 1.05 *- Project Area*

DRAFT

1.4 KEY ISSUES

The project team performed an inventory and analysis of pedestrian and vehicular circulation and ADA parking issues. Extensive outreach and ongoing involvement with City staff, project champions, property owners and citizens resulted in the identification of several key issues.

PUBLIC SPACES

Fundamental to this plan is the creation of flexible public spaces in Downtown Gardner that serve as civic gathering venues, something that is currently lacking in the City. Creating these spaces will require several key partnerships between landowners and the City.

STREETSCAPE

The streets of Downtown Gardner physically knit the community together and act as a connector between the proposed public spaces. Therefore, a second key aspect of this plan is to establish a design vision for the Downtown streetscapes that works to enhance the public realm and creates a revitalized and contemporary streetscape environment.

ADA FACILITIES / PARKING

Accessibility for everyone in the Downtown core is of the utmost importance to City officials as well as the planning team. A comprehensive study of existing ADA accommodations was conducted, resulting in recommendations for future ADA accommodations that will ensure the proposed improvements can be enjoyed by all users.

Parking was also at the forefront of all design considerations and the planning team made it a goal to not reduce parking numbers in the Downtown core.

The ultimate vision proposes a slight increase in available public and private parking. However, parking is reorganized within the project area to support introduction of new green space and infill development. When the vision of the plan is realized, Downtown Gardner will be a more walkable and pedestrian-friendly district.

MOBILITY HUB

The final key issue is the establishment of a mobility hub in Downtown Gardner. As Gardner continues to grow as a part of the expanding Kansas City metro, providing access to public transportation is important to assure all citizens have the ability to access all parts of the metro without the need for a personal vehicle. The mobility hub is also designed to accommodate more recent transportation options such as ride sharing, bike sharing and scooters / short distance options.

Figure 1.06 *- Example of a Downtown gathering space in Gladstone, MO*

Figure 1.07 *- Example of traditional streetscape design character*

Figure 1.08 *- Example of a Mobility Hub used in Kansas City*

DRAFT

2 EXISTING CONDITIONS

DRAFT

2.1 GREEN SPACES

Open air public spaces can host festivals, concerts, meetings and recreational activities and they are an important venue to have in a community as it adds great vitality and pride to the social fabric. Currently, Gardner does not have such a space that serves as the formal "heart" of the City.

A Cornerstone Park, located at the corner of Washington Street and Center Street, is currently the only public green space within the Downtown core of Gardner. This ~2 acre park contains playground structures, three picnic shelters, an amphitheater, restrooms, and walking trails. Located adjacent to the Gardner Aquatic Center, Cornerstone Park is most heavily used during the warmer months when the Aquatic Center is open. Despite these assets, the park is not used to its full potential and is somewhat disconnected from the central business district along Main Street.

B Located between Washington Street and Shawnee Street, a large underutilized green space, primarily owned by First Presbyterian Church, provides an opportunity for further investment in public spaces. This site is characterized by expansive turf, a few mature trees and powerlines crossing the site east / west. Blazer's, a popular Gardner eating establishment, is also located directly to the west of this property.

C A third opportunity to create a public open space lies directly behind City Hall along E Shawnee Street. As an important civic institution, City Hall in many ways represents the center of Gardner and the space around it should respond to that prominence. Today, the site is primarily a surface parking lot for City Hall and the local Johnson County Library, who owns the majority of the property. Also located on this site is a group home, a small private residence and a commercial building at the Corner of Main and Center Street. An entrance drive from Main Street along the east side of City Hall provides accessible parking for City Hall.

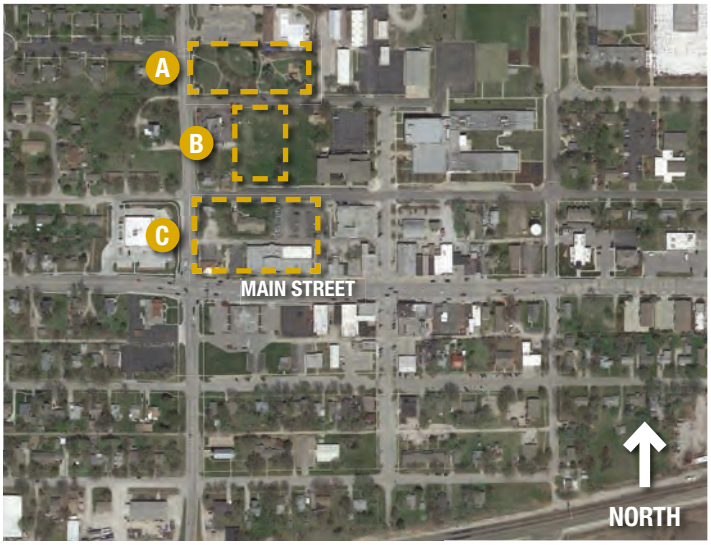


Figure 2.01 *- Proposed public space improvements*

Figure 2.02 *- Existing underutilized Cornerstone Park amphitheater*

Figure 2.03 *- Large underutilized green space between Shawnee and Washington Street*

Figure 2.04 *- Existing surface parking lot behind Gardner City Hall and JOCO Library*

DRAFT

2.2 DOWNTOWN STREETSCAPES

The streetscape of Gardner's Downtown is dominated by vehicular use with ample space for driving and parking cars. Even with substantial sidewalk space along Main and Elm Street, there are very few elements that make the pedestrian feel protected from the busy highway traffic. The Downtown streetscape could provide greater potential for civic engagement and economic vitality.

Main Street, or Highway 56, is the main thoroughfare through Gardner. As the primary east/west route, and connector to larger industrial sites in the west, this road experiences a high degree of everyday traffic and a high quantity of truck traffic. Many of the parallel parking spaces along Main Street are not fully utilized because of the sense that they are unsafe with relatively high speed truck traffic occurring immediately adjacent to that zone.

Elm Street currently retains a more pedestrian-oriented feeling with more intimate sidewalk spaces which are protected from moving traffic by diagonal parking spaces. This design also creates a more successful business climate. Nonetheless, much more can be done with Elm Street to further capitalize on its already established pedestrian quality.

It is important that streetscapes be designed with the pedestrian in mind, as they are the most important user of the space. Even though vehicles will bring people to this space, it is users are on foot traveling around the Downtown core that create an active and bustling district. Therefore, elements such as seating, pedestrian lighting, street plantings, wayfinding signage and other amenities are important elements to consider for a streetscape. It is these amenities that signal who the streetscape is designed for and encourage users to come back time and time again. These spaces and features also provide an opportunity to tell Gardner's stories, furthering the unique qualities of Downtown.

Figure 2.05 *- Major streets in Downtown Gardner*

Figure 2.06 *- Elm Street (looking north)*

Figure 2.07 *- Main Street (looking east)*

DRAFT

3 PLANNING PROCESS

DRAFT

3.1 PROJECT TIMELINE

The project began in May 2019 and extended into the first quarter of 2020. Three main phases helped set attainable goals for public participation and results. Those three phases were Discovery (2.5 months), Ideas (4 months) and Implementation (4months).

The Discovery phase is where the majority of the inventory and analysis process took place. Documenting existing conditions and meeting with government and regulatory officials provided a baseline understanding of future challenges and opportunities for the project.

The Ideas phase brought about concepts for the green spaces and streetscapes with many iterations discussed between the planning team, city leaders and the general public. Overtime those concepts were refined into one final concept.

Finally, the Implementation phase involved the development of this plan and a strategic approach to financial and policy initiatives necessary to make these designs come to fruition.

Figure 3.01 *- Steering Committee Workshop*

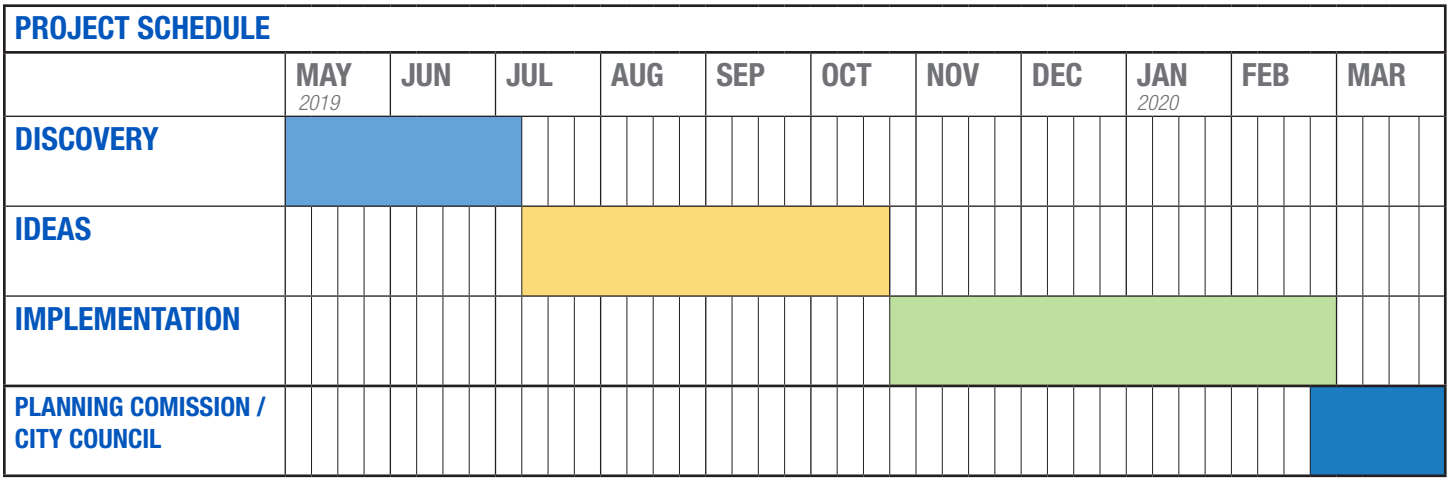


Figure 3.02 *- Project Schedule*

3.2 MEETING GROUPS

STEERING COMMITTEE

The recommendations outlined in this plan were derived from an open and transparent process. The planning team coordinated a series of six meetings with the Steering Committee, largely composed of the same citizen leaders who assisted with the precursor to this plan, the 2018 Main Street Corridor Plan. However, additional citizens were engaged during the implementation exercises for this plan. Each of these meetings provided opportunities for the Steering Committee to better understand the issues being explored as part of the planning process, to ask questions and obtain additional information, and to provide their input and direction for shaping the proposed plan recommendations.

PROJECT PARTNERS + STAKEHOLDERS

The planning team coordinated meetings with MARC and KDOT throughout the project. Additional conversations occurred with the Kansas City Area Transportation Authority (KCATA) regarding bus service in the Downtown Corridor and the planned mobility hub.

The planning team also met with multiple key stakeholders that could be directly impacted by and benefit from the project, or who had additional information about the areas envisioned for investment and the Gardner community. This included property and business owners, church officials, the Johnson County Fair Board, and local civic organizations.

These conversations provided the planning team with great insight as well as a platform for partnership and ongoing dialogue as the City moves forward.

DRAFT

3.3 PUBLIC ENGAGEMENT / OUTREACH

In addition to the Steering Committee meetings, the process involved many opportunities to engage the public.

BENCHMARKING BUS TOUR

The first of these meetings took place on a RideKC Bus as participants toured various public spaces and streetscapes throughout the Kansas City metro. The intent of this engagement was to allow residents to see firsthand how other communities have rallied around the process of developing a public community asset and actually implemented their visions.

The locations visited included:

- Overland Park Farmers Market - Overland Park, KS
- Linden Square - Gladstone, MO
- Downtown Liberty, MO
- Uptown Market - Independence, MO
- Downtown Lee's Summit - Lee's Summit, MO
- Park Place - Leawood, KS

These locations exemplified different types of public spaces but all share one thing in common: they have made a difference by bringing about the opportunity for people to gather together and be proud of their community.

Overland Park demonstrated how a formal farmers market structure, combined with parking, can help activate the Downtown frequently.

Linden Square, a public green space and amphitheater in Downtown Gladstone, conveyed the idea of how different property owners and city officials, as well as private developers, were able to work together to implement a successful performance venue that catalyzed private development.

Downtown Liberty recently invested in a refreshed streetscape environment, and in the context of their historic Downtown, the streetscape brings contemporary touches with an overall layer of historic qualities. The streetscape design has proven to be popular with the public and only enhances their already vibrant Downtown.

Uptown Market in Independence is a market / community building structure that was recently constructed adjacent to the Downtown square of Independence. Having a building that functions for both market activities as well as festival and community events brings frequent activation to Downtown Independence.

Downtown Lee's Summit is a great example of a cohesive Downtown streetscape that blends the texture of the historic buildings and pedestrian oriented design elements. Business signage, wayfinding elements, street plantings and paving details all combine to create a warm and inviting environment.

Park Place in Leawood represented a slightly different model for the bus tour group to experience. Brought about by a private developer, Park Place is filled with higher end stores and restaurants but at its core is a green space meant for activities and passive recreation. This space is successful because of the right amount of nearby mixed-use development and the activity that it provides.

Figure 3.03 *- Bus Tour Group*

There were several other opportunities for the public to offer their ideas to the planning team throughout the project. Those opportunities engaging with folks at a Food Truck Frenzy + Farmer's Market in Downtown Gardner, and individual meetings with stakeholders.

In addition to those events, two online surveys were administered and distributed through various social media outlets as well as the City's website. Providing a way for Gardner residents to give feedback when it is convenient for them garners higher levels of response. In fact, the first survey had 536 responses which equals 2.5% of the entire population of Gardner. The final proposals include the preferred amenities, programmatic elements and space flexibility that the public indicated through the survey. This feedback was of value to the planning team in crafting a vision that satisfied the community at large. The complete survey results can be found in the Appendix.

Finally, over the course of the project, two public meetings were held at the Gardner Community Center. Public Meetings / Open Houses allow for citizens to come and speak directly to the planning team and city officials, better understand the project and share any direct concerns or approvals.

PUBLIC FEEDBACK

Overall, the vision for Downtown Gardner was well received and generated a lot of excitement for what it holds for the future of the City. Concerns and challenges were voiced by the public and heard by the planning team, and over the course of the project, the initial concepts were fine tuned to address those issues. In the end, it is the belief of the planning team, the steering committee, and city officials that the vision laid out in this plan will bring positive investment and create a true heart in the City of Gardner.

Figure 3.04 *- Photos from various engagement meetings / events*

DRAFT

3.4 WALK & ROLL INVENTORY

On July 25th, 2019, the project team conducted a walk & roll inventory in Downtown Gardner to identify access improvement opportunities for pedestrians and mobility-impaired persons. The project team consisted of members of the Steering + Implementation Committee, city staff, teaming partner Wilson & Company, and members of the public who utilize mobility aids. The team was tasked with identifying areas where ease of access could be improved. The team primarily focused on sidewalks, curb ramps, crosswalks, building entrances, and the location of ADA parking in the Downtown study area.

The following areas were identified as needing major improvement:

- Access to front building entrances along Main Street (private property).
- Sidewalk pavement surface.
- Curb ramps surface.
- Crossing distance at crosswalks.
- Crosswalk surface.
- ADA stall distance to priority buildings.

Specific action items identified from the inventory include:

- Addressing building entrance slope and width along Main Street to allow for full ADA access.
- Interim solution: Encourage businesses on Main St. who have existing ADA access in the rear of the store with alley access to clearly indicate where and how access the building entrance (example – doorbell and a sign).
- Replace sidewalk on the south side of Park St. between Center St. and Sycamore St.
- Add sidewalk to the north side of E Washington St. east of Sycamore St.
- Investigate alternatives to the current sidewalk repair program to address thin sidewalk patching that causes debris.
- Encourage private property owners to maintain their section of sidewalk.
- Add additional on-street ADA stalls throughout Downtown, specifically van stalls with a passenger access aisle and an ADA stall in front of City Hall.
- Enhance bump-outs to all corners of Main St. and Elm St. to decrease crossing distance.
- Add a pedestrian refuge/median-cut on Main St. where pedestrians cross along Elm St.
- Asphalt repairs at all pedestrian crossings along Elm St.
- Installation of a sign at Main and Center to warn drivers of pedestrian crossing.

Figure 3.05 *- Examples of accessibility challenges in Downtown Gardner*

DRAFT

4 CONCEPTS

DRAFT

4.1 PUBLIC SPACES - FINAL CONCEPT

Three initial concepts were developed to garner feedback about larger design ideas as well as programmatic elements, vehicular and pedestrian circulation and general aesthetics. The greatest difference in these plans was based on concepts for the property between Washington Street and Shawnee Street. Majority owned by the adjacent First Presbyterian Church, these initial concepts explored different scenarios of how much land would be available for redevelopment. These scenarios can be found in the Appendix.

In the final concept, the vision of a strong visual and physical connection between Main Street and Cornerstone Park remains intact with many of the important features of this concept relating to that overall axis. Located directly adjacent to the City Hall on the east, a pedestrian plaza with a iconic vertical monument anchors the entire spine of public space to Main Street. The vertical monument serves two purposes; it becomes an identifiable feature in the Downtown core that draws attention to the new public spaces, and it has the opportunity to speak to the history of Gardner in either an artful or a documental way. For example, this would be a nice opportunity for a mural on the blank wall at the east entrance to the plaza adjacent to City Hall.

Within City Hall Plaza, parking, gathering spaces and a public market all work together to create a truly dynamic and active space. Because of added hardscape surfaces, stormwater capture is an important aspect for implementation to ensure this project is as sustainable as possible. The public market will now have a permanent structure. Depending on the size of the market in the future, nearby parking stalls can also be used for vendors and merchants.

Extending across Shawnee Street, a large road table is proposed to ease pedestrian access from one space to the other and encourage lower vehicle speeds. The path leads directly into the amphitheater lawn and seating area. This space is designed to be flexible and host events of varying sizes. A small overhead structure acts as the performance space and the adjacent plaza contains a pergola structure for more cover and protection. Immediately behind these structures, a second seating area serves as an option for patrons of Blazer's which is adjacent to this public space.

Road tables once again facilitate pedestrians crossing from Washington Street into Cornerstone Park. A multi-purpose building is proposed for the western end of the park, along Center Street, adjacent to the park lawn. Designed to be unprogrammed and porous, the multi-purpose building received favorable ratings during public meetings. At the terminus of one of two main pedestrian paths, a prominent water feature is intended to be both sculptural and interactive and will appeal to families and visitors. A destination playground and picnic shelters nearby facilitate even more activities in Cornerstone Park.

Residential units are proposed along Main Street in a financially viable quantity. Furthermore, mixed-use developments at the corner of Center Street and Main Street, and along the south side of Main Street, help to fill in gaps of the corridor's business district and also increase the amount of commercial and residential tenants.

Figure 4.01 *- Plan of proposed public space and streetscape improvements in Downtown Gardner. A full page view of this plan graphic can be found on page 56 in the Appendix.*

DRAFT

A Directly behind City Hall, the Gardner Public Market would utilize a permanent overhead structure to increase attendance and ensure its long-term success. Located along the axis of the rear door of City Hall, the structure will anchor a larger plaza space intended to be used for community events of all sizes. While the market and events are not occurring, this area will satisfy the parking needs of City Hall and other nearby businesses. Every opportunity should be made to implement stormwater infrastructure around this plaza space so that it positively contributes to Gardner's environmental sustainability goals.

B West of City Hall, a public promenade alongside new redevelopment offers the opportunity for Downtown employees and visitors to meet up for lunch or other social outings. The new development at the corner of Center and Main could house a restaurant or retail with office or residences on the upper floor. Gardner could commission a mural for the west facade of City Hall, making this space even more dynamic.

C Looking Northeast, the full scale of the recommended public spaces improvements in Gardner can be viewed. New Mixed-Use and residential developments along Center Street frame the western edge of the Public Market, Amphitheater Lawn and Botanical Gardens. Plaza spaces alongside City Hall extend these public spaces to the edge of Main Street and create one unified hub of activity in the center of Gardner.

Figure 4.02 *- Gardner Public Market permanent facility directly behind City Hall*

Figure 4.03 *- Public promenade west of City Hall*

Figure 4.04 *- Aerial view of proposed public spaces with the Public Market structure and new mixed-use and residential developments shown in the foreground*

D The plaza adjacent to City Hall on the east side accomplishes several goals. It extends the public spaces recommended behind City Hall to the edge of Main Street and creates visibility for the entire system of spaces. A proposed ADA accessible parallel parking stall on Main Street, directly in front of this plaza, eases access into City Hall because the handicap accessible ramp is accessed from this corner of the building. This stall should be implemented early in project phasing. The vertical monument is an excellent opportunity to speak to the history of Gardner through informational and artistic components.

E Located between two parking areas, and along the axis that connects all of the public spaces together, is a small pedestrian plaza with stormwater retention gardens and a covered seating / events area. The surrounding parking areas are recommended to be at the same elevation as the small plaza with the intent that events of varying sizes can be hosted here and extend as far as they need to while also accommodating all ranges of accessibility.

F Looking northwest, the pedestrian plaza located alongside City Hall to the east, with an iconic vertical element, is prominent in the foreground of this view. Leading to the North, a strong visual and physical connection is made through the large plaza space, amphitheater lawn and Cornerstone Park. Hardscape materials in the foreground reflect those that make the entire space feel pedestrian focused, although vehicles will still utilize parking lots and access drives.

Figure 4.05 - Public plaza along Main Street with iconic vertical monument

Figure 4.06 - Eye-level view of green infrastructure elements located in City Hall Plaza

Figure 4.07 - Aerial view (looking northwest) showing all three public spaces connected by diagonal walking path

DRAFT

G This view shows a close-up view of the amphitheater lawn and adjacent hardscape plaza space. Large curved seat walls provide seating while also allowing the space to be flexible. It is intended that turf and hardscaped areas function as one space when larger events require that amount of space but that these spaces can also function separately for smaller events or day-to-day passive recreation. The nearby residential units will have prime viewing of these green spaces which will add to their market appeal.

H Looking south down one of the two main pedestrian paths, hardscape areas behind the amphitheater lawn and performance venue provide opportunities for large and small gatherings. Overhead shade structures help protect visitors from direct sunlight. The seating area to the right in this view is directly behind Blazer's restaurant and could serve as a convenient and pleasant outdoor patio for diners.

I Looking north from Shawnee Street, this view depicts the botanical garden in the foreground, which envelopes the amphitheater space and lawn. This garden could be a native exploration garden that retains stormwater runoff and therefore acts as an educational and sustainable amenity. Mounding on the ground plane provides clear sight lines for events, and the botanical garden, with its meandering paths, creates a nice buffer between the street and residential units from the more active lawn space. Removable bollards across Shawnee Street are recommended for larger events making City Hall Plaza and the Civic Green one large public space.

Figure 4.08 - Amphitheater Lawn (looking north) to be used as flexible open space

Figure 4.09 - Hardscape areas designed for small and large gatherings / festivals

Figure 4.10 - Aerial view of Botanical Garden, Amphitheater Lawn, Event Space and new residential development, north of Shawnee Street

J Viewed up close, the improved playground and interactive water feature together will create a place where children and families will want to spend time and hang out, which in turn will activate the entire park space. Walking paths also allow for leisurely exercising and other passive activities.

K A prominent feature of the redesigned Cornerstone Park is the proposed Multi-Purpose Community Building. Designed to be versatile, community events of all sizes can take place here. Garage doors on the facade allow for events to spill over into the park lawn if necessary. This facility would be a great asset to Gardner and provide regular activation to Cornerstone Park.

L Cornerstone Park is an important public space in Gardner but could be improved to maximize its full potential. In this view, the improvements can be seen. The existing playground is recommended to be modernized; park pavilions remain with some minor updates. The biggest change is a proposed multi-purpose community building that overlooks a park lawn. These two elements are intended to be very flexible and be utilized for events of varying sizes throughout the entire year. An interactive water feature, located in the middle of the Park and at the end of the axial connection with City Hall, becomes another iconic and playful element in Gardner. Parking capacity at the adjacent Aquatic Center can be used for events in Cornerstone Park and/or shuttles can be utilized from farther locations depending on event sizes. Coordination will be needed to make the necessary agreements.

Figure 4.11 - Playground and interactive water feature in Cornerstone Park

Figure 4.12 - Cornerstone Park Lawn designed as a flexible multi-use space

Figure 4.13 - Birds-eye view of Cornerstone Park (Looking southwest)

DRAFT

4.2 DOWNTOWN STREETSCAPES - FINAL CONCEPT

STREETSCAPE - DESIGN FRAMEWORK

During the 2018 Gardner Main Street Corridor Plan, it was established that community members preferred a more traditional aesthetic when it came to streetscape elements. It was agreed upon that a traditional theme would fit nicely with the character of Downtown.

For the purposes of this study, we further developed design concepts for the streetscapes and a 'kit of parts' for streetscape elements based off the original feedback given in 2018.

More information on the initial concepts can be found in the Appendix.

In order to develop a design strategy for the streetscapes in Downtown Gardner, the streets were classified into three different categories; Primary, Secondary and Tertiary.

Primary Streets typically have the most traffic, commercial and civic activity associated with them. Main Street was the historic route through Gardner and is still a major east/west arterial in its current status as State Highway 56. Street trees along Main Street relate to the spacing of the parallel parking stalls and are placed every 40'. Elm Street is also classified as a Primary Street because together with Main Street, it forms the 4-corners of the Downtown District. Street trees along Elm Street are spaced every 25'. Additionally, Elm has many small businesses along it and connects important assets such as the Johnson County Fairgrounds, Johnson County Library, and Gardner Elementary School.

Secondary Streets are important connectors within the Downtown District and form the basic street grid pattern. Secondary Streets function to circulate vehicular and pedestrian activity throughout the Downtown District but always in relation to the Primary Streets. Street tree spacing varies on secondary streets as they relate to the configuration of the on-street parking (parallel vs. angled).

Tertiary Streets typically have less activity and traffic and in the context of Gardner, are primarily made of residential land uses. Street tree spacing along Tertiary Streets is recommended to be 50'.

See Figure 4.14 to see the streetscape classifications.

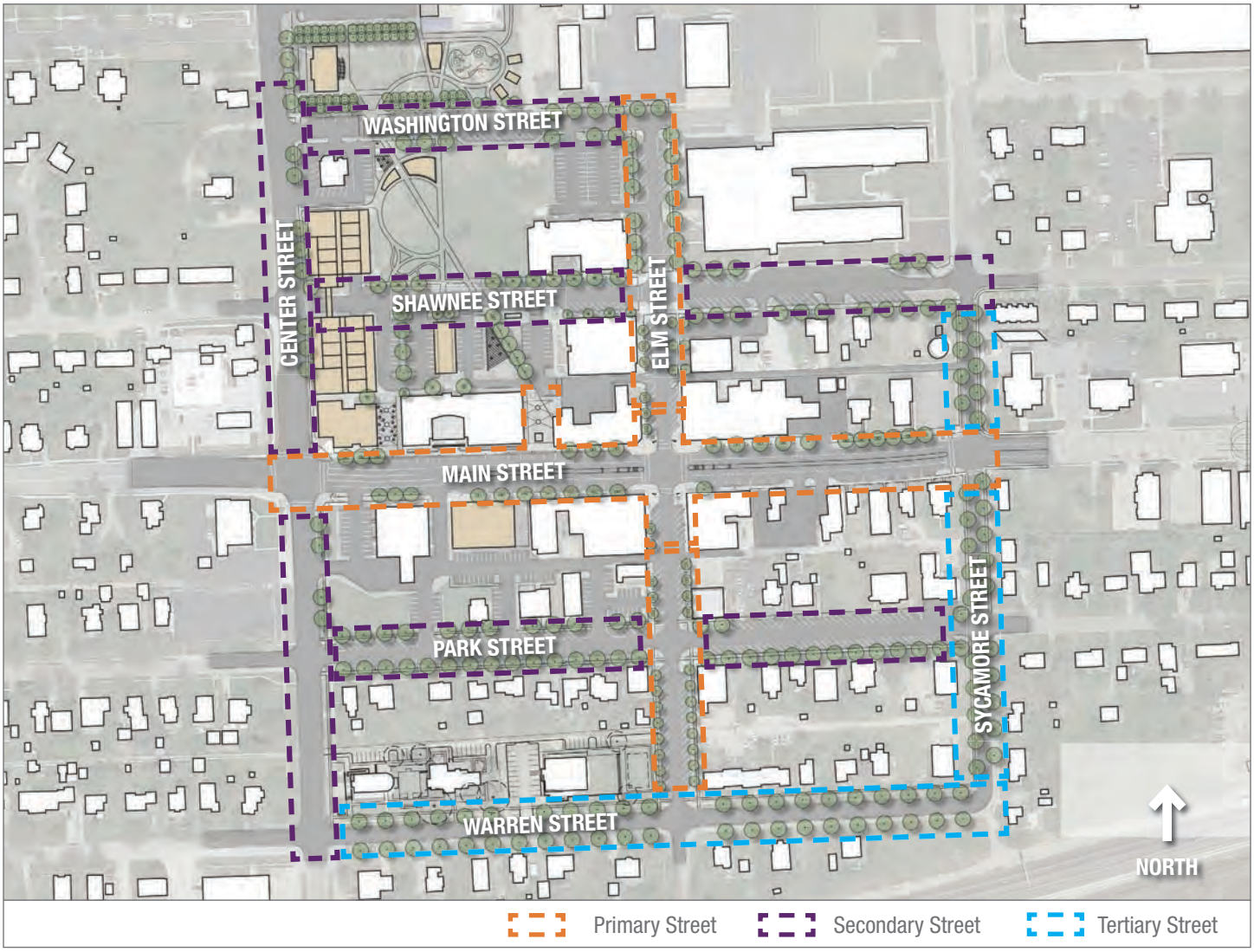


Figure 4.14 - Streetscape categories in Downtown Gardner

DRAFT

STREETSCAPE - SECTIONS

This hierarchy of streets is important when considering streetscape improvements. Not all streets can receive the same level of investment, nor should they. Streetscape improvements include paving materials, bench seating, landscaping, etc. Because of their higher use and prominence, Primary Streets will receive the highest level of investment, followed by Secondary Streets and Tertiary Streets.

For this study, the streetscape categories indicate the following streetscape elements:

Primary Streets

Street Trees
Decorative Pedestrian Lighting
Site Furnishings (bench seating, trash receptacle, bike rack, etc.)
Decorative Pavement
Wayfinding Signage
Light Pole Banners
Festival Lighting
Gateway Markers

Secondary Streets

Street Trees
Minimal Site Furnishings (bench seating, trash receptacle, etc.)
Minimal Enhanced Landscape

Tertiary Streets

Street Trees
Minimal Enhanced Landscape

Figure 4.15 illustrates conceptual streetscape elements for Downtown Gardner. Not all elements listed above are depicted such as decorative pavement and festival lighting. The design of these elements can vary greatly and will need to be a considered before implementation.

Figure 4.15 *- Conceptual Downtown streetscape elements*

DRAFT

STREETSCAPE - SECTIONS

Figures 4.16 - 4.19 illustrate the typical roadway section for each of the street categories: Primary, Secondary and Tertiary. Sections are depicted for both Main and Elm Streets because they have a very different feel from one another even though they are both categorized as Primary Streets.

The recommended conditions for Main Street (Figure 4.16) are a direct result from the work done in the 2018 Main Street Corridor Plan. Curb locations and four travel lanes remain to accommodate high levels of car and truck traffic, but lanes are reduced from 12' to 11' to encourage slower speeds and allow for a center median. The median, with brick pavers and limestone blocks, serves to slow traffic and enhance the overall streetscape of the Downtown core. 10' parallel parking lanes are maintained but now include the 1.5' gutter, which previously was not the case. The ample sidewalks remain unchanged in size but are recommended to have an amenity zone within its footprint. The amenity zone should contain street trees, furnishings, wayfinding signage and pedestrian lighting. Decorative pavers throughout Main Street will enhance the character of the street and make an enjoyable pedestrian experience.

Elm Street is smaller scale and more pedestrian focused than Main Street (Figure 4.17). Travel lanes on Elm are reduced to 11' and diagonal parking is increased by 2' on each side. This realignment allows an increase in sidewalk width on both sides of the street. Paving patterns and materials carry over from Main Street with street trees and pedestrian lighting in the amenity zone providing comfort to pedestrians. Because of spatial limitations, not as many streetscape elements can be accommodated but where possible, amenities should be included.

Shawnee Street is a Secondary Street and Figure 4.18 illustrates the general character. Lane widths of 14' work within the existing curb line and diagonal parking is located on the North side of the road. As shown in the distance, a road table allows easy pedestrian access across Shawnee Street and encourages motorists to slow down. Streetscape elements include street trees, minimal site furnishings and minimal enhanced landscape features within the amenity zone.

Figure 4.19 shows a section of Sycamore Street, which represents a Tertiary Street. Most existing conditions would remain for this category. Street trees should be added at regular intervals and minimal enhanced landscape elements, such as small beds of grasses or perennials near intersections, should be added where possible. On-street parking will remain unchanged.

Street trees are recommended to be deciduous and columnar in form with hardy perennial foundational plantings where applicable. Plants should reflect a mixture of colors for seasonal interest. Plants should have reduced heights near intersections to keep sight lines intact. Final plant spacings and selection will be defined during the design process.

Collectively, the categories of streetscape design establish a hierarchy of design in Downtown Gardner and convey to visitors and residents that Main and Elm represent the heart of the City while also enhancing all streets to be a safe and comfortable pedestrian experience.

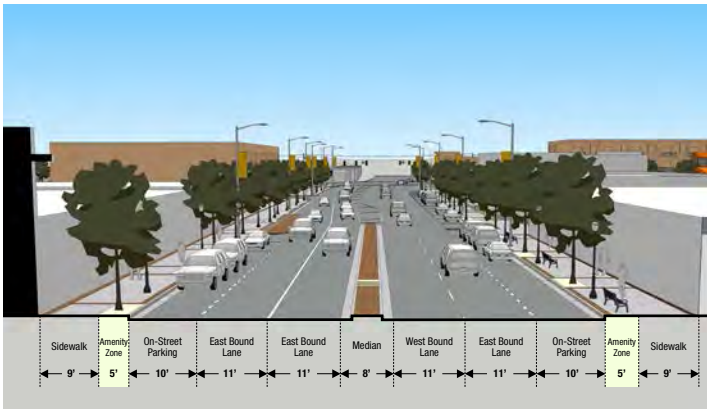


Figure 4.16 - Section, looking west, on Main Street

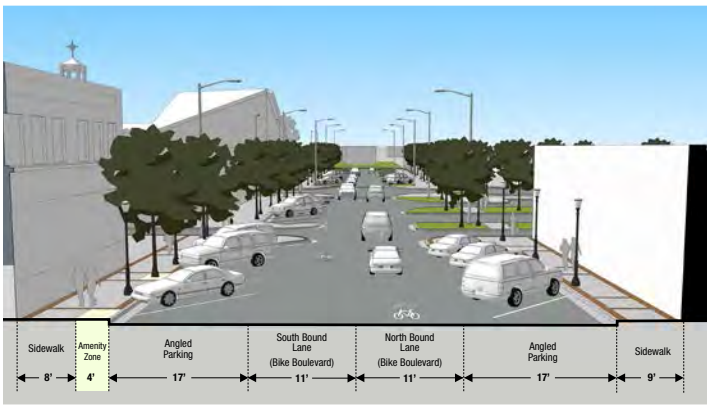


Figure 4.17 - Section, looking north, on Elm Street

Figure 4.18 - Section, looking east, on Shawnee Street

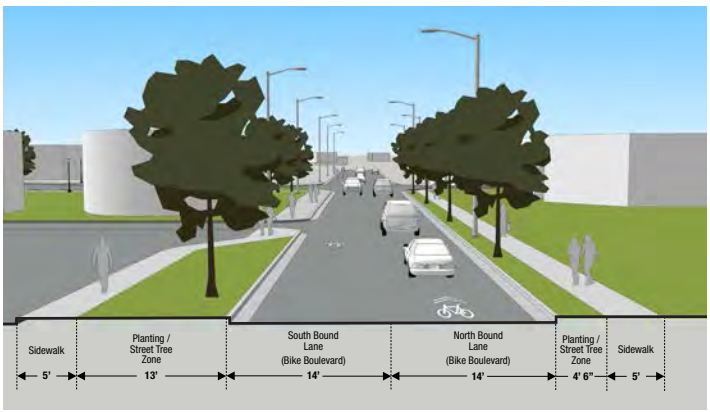


Figure 4.19 - Section, looking north, on Sycamore Street

DRAFT

STREETSCAPE - FINAL CONCEPT

A Creating refuge moments for pedestrians along the streetscape was an important consideration in this design. An amenity zone along the curb line provides space for streetscape elements such as pedestrian lighting, seating, wayfinding signage and other site furnishings. Additionally, bump-outs at the intersections offer more space for landscape beds, gateway markers and bench seating while also acting as a traffic calming element.

B Looking east on Main Street, the proposed ADA van accessible stall can be seen in the foreground, adjacent to the pedestrian plaza and vertical monument. Paving details can be seen in this view with brick banding creating a nice rhythm on the ground plane and giving the streetscape a warm touch.

C The cornerstone of Gardner's streetscape is the Main Street and Elm Street intersection. As the historic center of Gardner, this intersection represents the heart of the City. The recommended streetscape improvements are clearly visible in this aerial view. Brick paver details create a warm and inviting environment for pedestrians, while the amenity zone and the curbed bump-out areas soften the entire streetscape with planting beds.

Figure 4.21 - Eye-level view of Main Street streetscape with enhanced features

Figure 4.22 - Streetscape improvements along Main Street; proposed ADA parking stall

Figure 4.20 - Birds-eye view of Main and Elm intersection showing streetscape redesign

DRAFT

4.3 MOBILITY HUB

A major impetus for this study was to develop a concept for a mobility hub in Downtown Gardner. Communities continue to realize the importance of easy access to public transportation, and it is the intent of developing a mobility hub in the Downtown core that public transportation will be even more accessible and dependable for more members of the community.

Following extensive coordination with the KCATA, the mobility hub is planned on Park Street at the corner of Center Street. RideKC buses will travel west along Main Street (Highway 56) and turn South on Sycamore Street. From there, the buses will turn right (west) on Park Street.

After stopping at the mobility hub, the buses will turn north on Center Street and finally back east on Main Street towards Interstate 35 and Kansas City. This route will offer streamlined service and will not greatly impact day-to-day vehicular traffic.

The mobility hub itself is proposed to include a covered shelter for bus patrons to be protected from the elements. The shelter includes an electronic messaging board to alert riders of the bus schedule and provides the opportunity for advertising and wayfinding elements as well. Adjacent to the bus shelter, racks for bicycles (personal bicycles and bike share) as well as scooter shares will make this mobility hub work for several different modes of transportation and users of all ages. If desired, this location can also function as a formal ride sharing pick-up and drop off location for all of Downtown Gardner.

BIKE BOULEVARDS

Based on the final recommendations of the Gardner Main Street Corridor Plan, bike boulevards should be added to Washington, Shawnee, Elm, Sycamore and Warren Street. Bike boulevards are preferred bicycle routes that parallel major arterial roads to ensure safer travel conditions for cyclists. This type of facility requires minimal street markings and signage. The implementation of the boulevards to the applicable streets is included in the anticipated streetscape improvements and the costs are reflected in the final streetscape costs, found in the Implementation chapter of this report.

Figure 4.24 - Mobility hub at Center and Park

Figure 4.23 - Proposed Mobility Hub location and bus route

4.4 ADA FACILITIES / PARKING

The location and availability of parking is an important factor in the success of Downtown Gardner as a walkable and sustainable place. The location of parking has been identified as a concern through various public involvement efforts. The proposed solution strives to maintain existing parking and, possibly increase parking, but this is dependent on final redevelopment solutions in the future. The location and number of accessible stalls was of particular concern and analysis. Regulations established in the Americans with Disabilities Act (ADA) require that those with disabilities have equitable access to their destinations. In particular, Section X02.6.1 of the ADA regulations require a minimum number, location, and slope of accessible spaces. The Walk & Roll inventory conducted through this planning effort further examined the location and access to existing ADA stalls in the Downtown study area.

Several of the parking related items noted in the Walk & Roll inventory process included:

- Lack of on-street ADA parking spaces.
- Proximity of on-street ADA parking spaces to business entrances.
- Non-compliant cross-slope and quality of ADA stall pavement (Elm St).
- Lack of 36" of clear path from ADA stall surface to sidewalk.

Note that these findings were further validated and found to be important factors in ADA regulations.

Parking in Downtown Gardner can be public (such as the stalls behind City Hall) or private (Blazers Restaurant parking lot). Both private and public ADA parking must be considered in order for the Downtown area to provide equitable parking and access. While Gardner has an existing planning process for the review of new developments to include plans for ADA stalls, guidance for the placement of on-street ADA parking on existing streets is less clear.

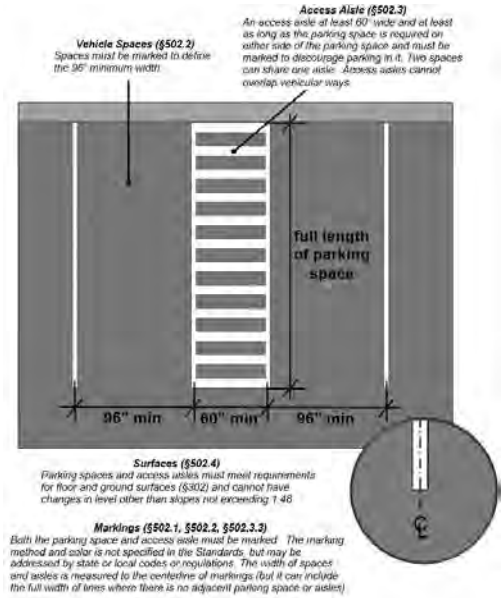


Figure 4.25 *- Regional location of Gardner, Kansas*

On-street parking is a valued public parking resource for those traveling into the Downtown area by car as it often provides priority access to a storefront. A review of existing regulations as pertaining to on-street parking revealed the following as important considerations when determining the type and placement of ADA stalls:

- 1 van stall needed for every 6 standard accessible spaces.
- 100 or more parking spaces require 1 van / 3 standard stalls.
- Slope should not exceed 1:48 in any direction.
- On-Street ADA van stalls are possible – 5' of clearance on the passenger side and 5' aisle needed.

Additionally, where on-street parking is provided, a required minimum number of accessible on-street parking spaces is defined by the project or project area and in accordance with ADAAG Section 208.2 (see table). Note that stalls need to be dispersed throughout the project area and provide equal access. The project area defines the number of stalls and if equal or greater access is provided, minimums can be calculated within the project area extending into adjacent parking lots or other streets.

PARKING FACILITY TOTAL	MINIMUM NUMBER OF ACCESSIBLE SPACES		
	STANDARD	VAN*	TOTAL (STANDARD + VAN)
1-25	0	1	1
26-50	1	1	2
51-75	2	1	3
76-100	3	1	4
101-150	4	1	5
151-200	5	1	6
201-300	5	2	7
301-400	6	2	8
401-500	7	2	9
551-600	9	2	11**
601-650	10	2	12**
651-700	10	3	13**
701-750	11	3	14**
751-800	12	3	15**
801-850	13	3	16**
851-900	14	3	17**
901-950	15	3	18**
951-1000	15	4	19**
1001-1100	16	4	20**
1101-1200	17	4	21***
1201-1300	18	4	22***
1301-1400	19	4	23***
1401-1500	20	4	24***
1501-1600	20	5	25***
1601-1700	21	5	26***
1701-1800	22	5	27***
1801-1900	23	5	28***
1901-2000	24	5	29***
2001 and over	25	5	30***

** at least 1 of every 6 accessible spaces or fraction of 6*
*** 501 - 1000: 2% of total*
**** 1001 and over: 20 + 1 for each 100 or fraction thereof over 1000*

Figure 4.26 *- Minimum number of accessible parking spaces*

DRAFT

A planning overlay was developed to illustrate the quantity and type of ADA stalls needed to provide equal access for those who utilize parking in the Downtown Gardner. Figure 4.27 displays the total number of standard and van stalls recommended for each block.

Numbers represent the final count of stalls needed per segment. Note that project areas can be combined to alter the minimum number of parking spaces, but only if equal access is provided. "Project Area" was defined as any segment of on-street parking between intersections and any additional parking lot in the proposed plan.

Figure 4.28 shows an ADA approved design to provide standard or van stalls in an on-street scenario. This would provide easier access to the front of City Hall – currently the only ADA accessible entrance. KDOT wouldn't view this proposed ADA stall differently than the parking that is currently along Main Street.

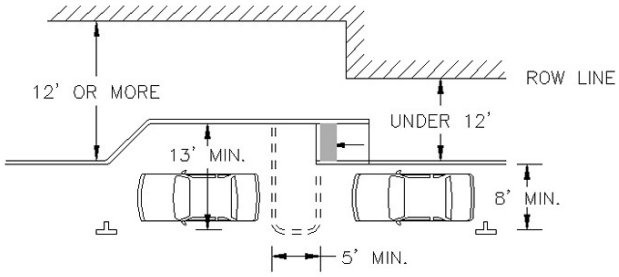


Figure 4.28 - On-Street ADA approved Van accessible stall

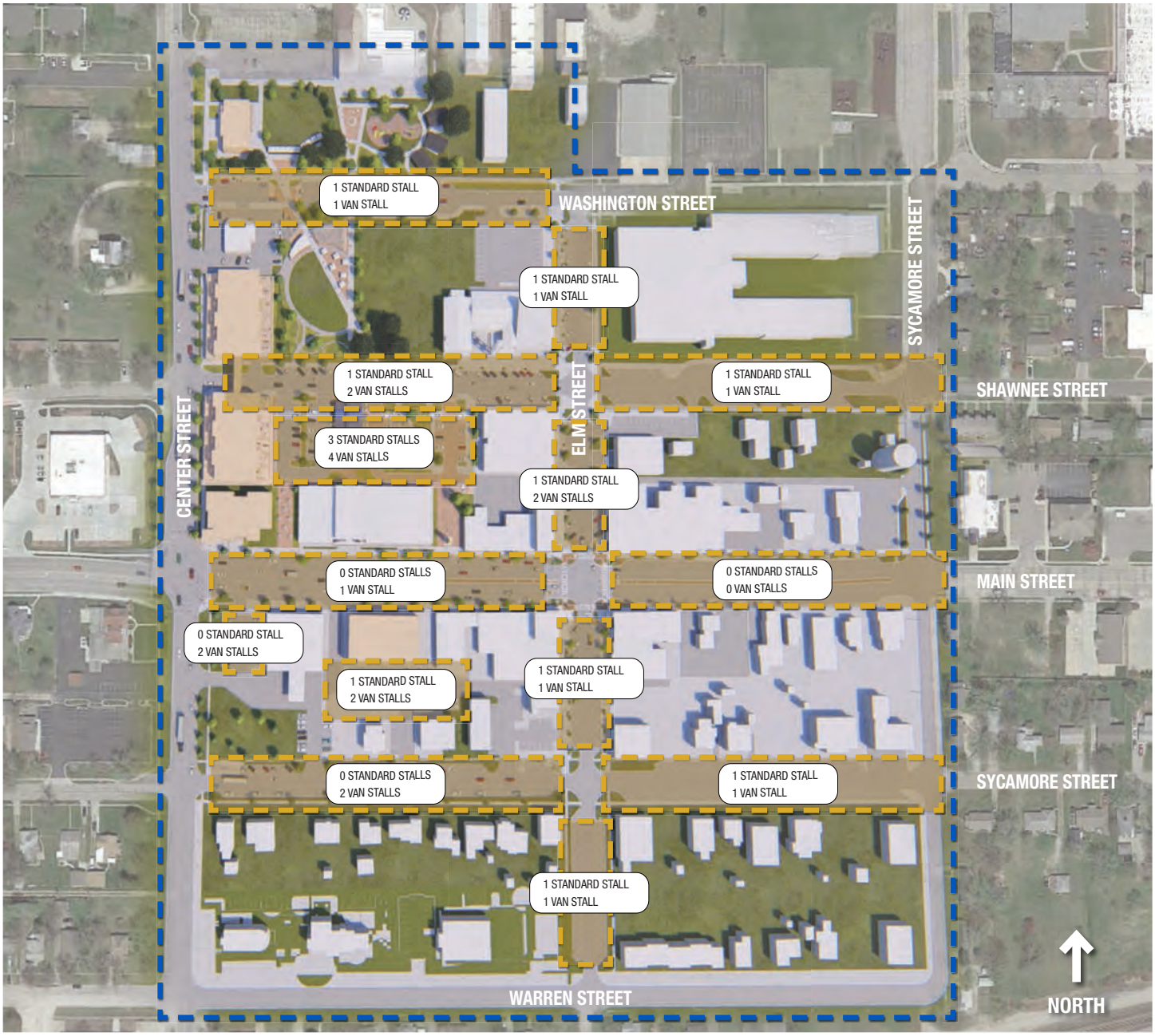


Figure 4.27 - Required standard and van ADA accessible stalls for streets and parking lots in Downtown Gardner

DRAFT

5 IMPLEMENTATION

DRAFT

5.1 IMPLEMENTATION OPTIONS

The following section outlines the projects that comprise the Gardner Destination Downtown vision and details the primary components of each project and the cost associated with those improvements. Also shown are potential funding sources and participating entities responsible for implementing the improvements. A more detailed matrix for the public spaces and streetscape improvements can be found on the following pages.

PUBLIC SPACES

1 CORNERSTONE PARK

1A. Multi-Purpose Community Building

Approximately 3,400 SF, The size of the multi-purpose community building can vary to accommodate final program.

1B. Park Improvements

Pathway realignment, revamped inclusive playground, interactive water feature, enhanced landscape, park pavilions.

2 CIVC GREEN

2A. Property Acquisition

Area TBD.

2B. Park Construction

Pathway construction, amphitheater performance structure, overhead trellises, hardscape plazas, botanical gardens, site furnishings.

3 CITY HALL PLAZA

3A. Property Acquisition

Area TBD.

3B. Plaza Construction

Parking lot construction, green infrastructure, hardscape plazas, enhanced landscaping, site furnishings.

3C. Public Market Shed

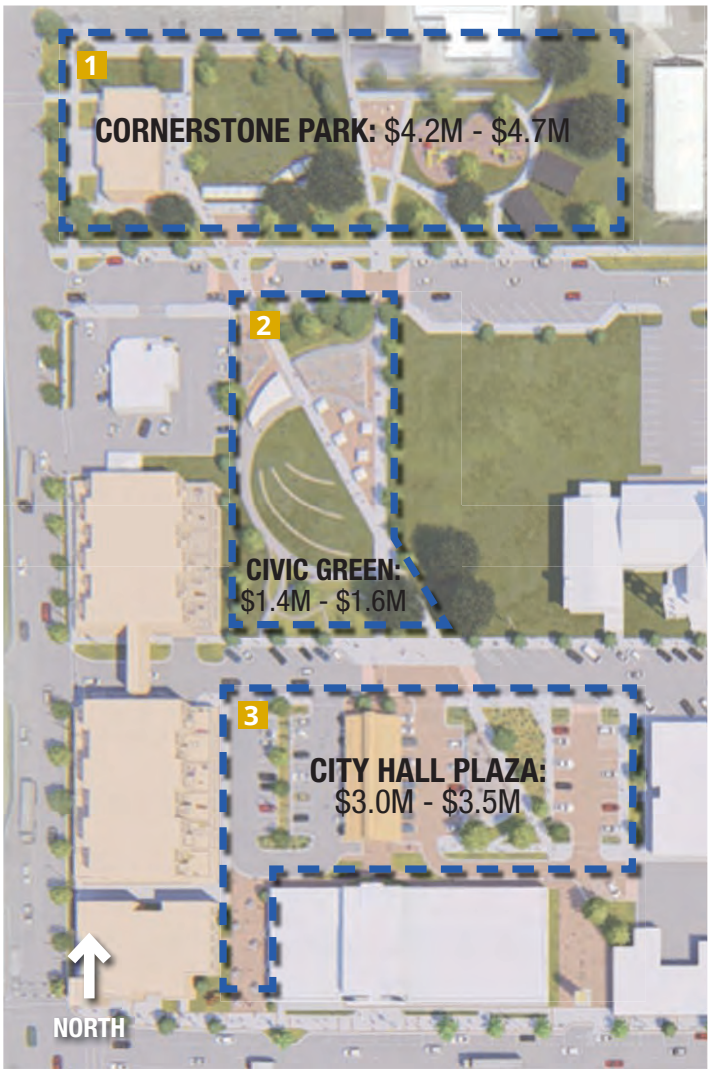


Figure 5.01 *- Public Spaces estimated costs*

Figure 5.02 *- Proposed City Hall Plaza, looking south*

DRAFT

PUBLIC SPACES				
PROJECT		EST COST*	POTENTIAL FUNDING SOURCES**	PARTICIPANTS
CORNERSTONE PARK				
1A	Multi-Purpose Community Building	$1.7 - $2.0 M		City or Private
1B	Park Improvements	$2.5 - $2.7 M	ED, AARP	City
CIVIC GREEN				
2A	Property Acquisition	TBD		Public / Private Partnership
2B	Park Construction	$1.4 - $1.6 M	ED	City or Public / Private Partnership
CITY HALL PLAZA				
3A	Property Acquisition	TBD		City or Public / Private Partnership
3B	Plaza Construction	$2.2 - $2.6 M	ED	City / JoCo Library
3C	Public Market Shed	$850K - $1.1 M	ED	City

Figure 5.03 *- Public Spaces Implementation Matrix*

**Estimated costs are based on 2019 values and should be updated routinely to account for inflation and other economic factors.*

*** For definitions of potential funding sources, see Figure 5.04, below.*

IMPLEMENTATION KEY			
TA	Transportation Alternatives: Transportation Enhancement	Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals.	80% Federal / 20% Local (20% minimum)
ED	Economic Development	Funds transportation improvements to recruit new businesses and encourage growth of existing businesses.	25% minimum local match preferred
AM	Access Management	Promotes safe, efficient traffic flow on the Kansas State Highway system while allowing for reasonable access to adjacent properties. This program includes access planning and construction components.	Access Planning - 33.3% minimum local match prefered. Construction Program - Construction phase of selected projects at 100%, up to a maximum of $2,000,000. Other associated costs are not eligible for reimbursement.
CCLIP	City Connecting Link Improvement Program - Surface Preservation	Intended to address deficiencies in or extend the life of the driving surface.	Minimum local match 0 - 25% depending on the size of the City. Maximum state share for Surface Preservation: $300,000.

Figure 5.04 *- Implementation matrix key terms*

1 MAIN STREET

Street improvements (Center to Sycamore). Where necessary, Main Street is recommended to be reconstructed and raised to alleviate ADA accessibility issues into Main Street businesses and address current sidewalk / ramp conditions that do not meet ADA standards.

**Installation of Primary Street streetscape elements.*

Installation of center median.

Construction of vertical monument east of City Hall.

2 ELM STREET

2A. *Street improvements (Washington to Main). Where necessary, Elm Street is recommended to be reconstructed and raised to alleviate ADA accessibility issues where possible.*

Reconfigure widths of driving lanes, diagonal parking and sidewalks. Application of bike boulevard street markings and signage.

Installation of Primary Street streetscape elements.

2B. *Street Improvements (Main to Warren). Improved sidewalks and installation of Primary Street streetscape elements. Application of bike boulevard street markings and signage.*

3 PARK STREET

3A. *Mobility Hub.*

3B. *Street improvements (Center to Elm). Improved sidewalks and installation of Secondary Street streetscape elements.*

3C. *Street improvements (Elm to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements.*

4 SHAWNEE STREET

4A. *Street improvements (Center to Elm). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of road tables at pedestrian crossings. Additional diagonal parking spaces along north side of street. Application of bike boulevard street markings and signage.*

4B. *Street improvements (Elm to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements. Application of bike boulevard street markings and signage.*

5 WASHINGTON STREET

Street improvements (Center to Sycamore). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of road tables at pedestrian crossings. Additional diagonal parking spaces along south side of street. Application of bike boulevard street markings and signage.

6 CENTER STREET

6A. *Street improvements (Washington to Main). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of off-street bike facility.*

6B. *Street improvements (Main to Warren). Improved sidewalks and installation of Secondary Street streetscape elements. Installation of off-street bike facility.*

7 WARREN STREET

Street improvements (Center to Sycamore). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage.

8 SYCAMORE STREET

8A. *Street improvements (Shawnee to Main). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage. On-street parking will remain unchanged.*

8B. *Street improvements (Main to Warren). Improved sidewalks and installation of Tertiary Street streetscape elements. Application of bike boulevard street markings and signage. On-street parking will remain unchanged.*

9 BLOCK IMPROVEMENTS (SOUTH OF MAIN ST.)

9A. *Parking lot consolidation improvements.*

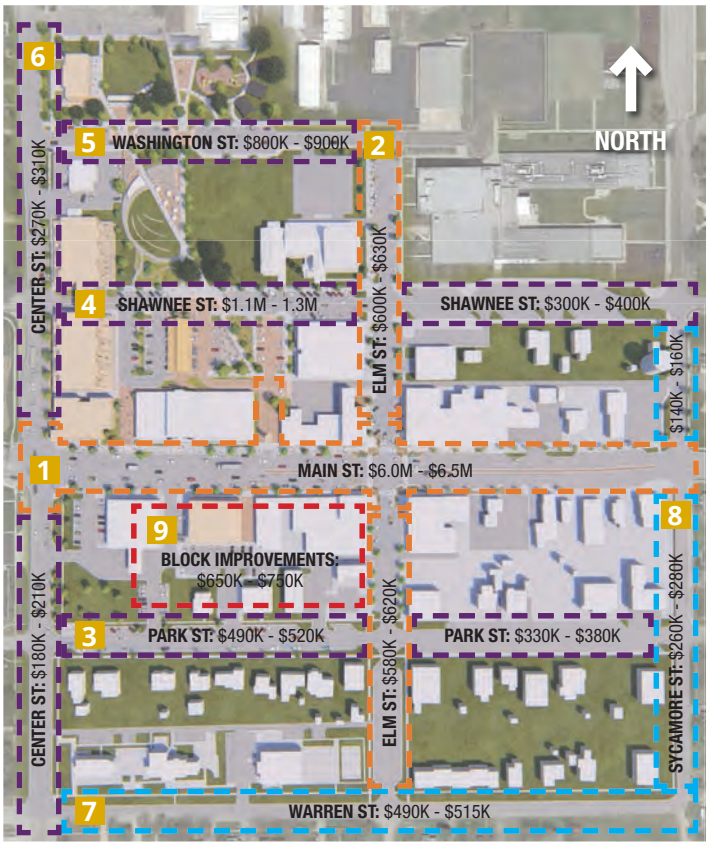


Figure 5.05 *- Streetscapes estimated costs*

**Refer to Page 27 to see complete list of streetscape elements.*

DRAFT

STREETSCAPES				
PROJECT		EST COST*	POTENTIAL FUNDING SOURCES	PARTICIPANTS
PRIMARY STREET				
1	Main Street Improvements *(Center to Sycamore)*	$6.0 - $6.5M	AM, CCLIP	City / KDOT
2A	Elm Street Improvements *(Washington to Main)*	$600 - $630K	TA	City
2B	Elm Street Improvements *(Main to Warren)*	$580 - $620K	TA	City
SECONDARY STREET				
3A	Park Street Mobility Hub	$110 - $170K		City / KCATA
3B	Park Street Improvements *(Center to Elm)*	$330 - $360K		City
3C	Park Street Improvements *(Elm to Sycamore)*	$330 - $380K		City
4A	Shawnee Street Improvements *(Center to Elm)*	$1.1 - $1.3M	TA	City
4B	Shawnee Street Improvements *(Elm to Sycamore)*	$300 - $400K	TA	City
5	Washington Street Improvements *(Center to Elm)*	$800 - $900K	TA	City
6A	Center Street Improvements *(Main to Washington)*	$270 - $310K	TA	City
6B	Center Street Improvements *(Main to Warren)*	$180 - $210K		City
TERTIARY STREET				
7	Warren Street Improvements *(Center to Sycamore)*	$490 - $515K	TA	City
8A	Sycamore Street Improvements *(Main to Shawnee)*	$140 - $160K	TA	City
8B	Sycamore Street Improvements *(Main to Warren)*	$260 - $280K	TA	City
9A	Block Improvements *(Parking lot improvements)*	$650 - $750K		Public / Private Partnership

Figure 5.06 *- Streetscapes implementation matrix*

**Estimated costs are based on 2019 values and should be updated routinely to account for inflation and other economic factors.*

*** For definitions of potential funding sources, see Figure 5.04, on Page 38.*

5.2 IMPLEMENTATION STRATEGY

The Gardner Destination Downtown vision encompasses much of the Downtown core and has many exciting components that will transform the community. However, because of municipal financial realities, limited funding opportunities, property acquisitions, and the need for public / private partnerships, the overall vision will likely not occur simultaneously. Although the completed improvements are designed and will function as a holistic and interrelated environment, it is unlikely that the entire project could be funded and built all at once. Several factors will drive future decisions about how the plan can be implemented in phases over a period of time with varied funding sources. This plan will serve as the blueprint for construction even if staff or elected officials change over time. Implementation will require strategies for four key factors:

- Consistency of Leadership
- Funding
- Partnerships
- Phasing

CONSISTENCY OF LEADERSHIP

The key components of the final recommended plan are designed so that parts of the project can be completed no matter what order may be the most beneficial for the City when available funding or partnership opportunities arrive. A designated staff member or department has to be responsible for keeping track of everything and the City must be ready to act decisively when opportunities arise.

The City of Gardner and the appropriate staff or department need to direct the implementation of the plan and/or its elements, including the coordination of various funding sources and the partnership relations with the surrounding property owners, many of whom are other governmental entities or not for profit organizations with different decision-making processes.

FUNDING

Besides standard funding options through the City's Capital Improvements Plan or established Community Improvement Districts, some creative funding strategies might be possible. For instance, if a local health care facility promotes quality of life and preventive health programs, they may be interested in the public park space or in adding fitness equipment throughout the spaces, etc. Since the Johnson County Fair Board needs to make facility improvements, perhaps the County would consider a one-time investment to help fund the Elm Street improvements along with a new gateway to the Fairgrounds, or any county-oriented space for satellite services that might provide an advantage for their operations. AARP grants or Safe Walk to School grants could be explored for the ADA accessibility improvements, streets, sidewalks, etc.

PARTNERSHIPS

There are multiple stakeholders and various property owners besides the City that have all participated in this community planning process. There have been numerous individual meetings with surrounding property owners to identify and work through their varying concerns and to develop positive ongoing communications regarding the plan, its progress and the implementation issues. Partners have included the Johnson County Fair Board, the Johnson County Library, the Gardner School District, First Presbyterian Church, the owners of Blazer's restaurant, KCATA, the Central Bank of the Midwest and potential developers.

Partnership Agreements with these key property owners should be developed by the City regarding public use of or acquisition of property. Options might include:

- Long term leases
- Use of public easements
- Acquisition of property
- Memorandum of Understanding
- Agreements on days/weeks/ months set aside for regular or special uses and activities needed by the partner.
- Maintenance Agreements
- Notification of closed streets, temporary parking measures, signage, etc. for special events

Being alert for special partnership opportunities with other Gardner Institutions, organizations and the private sector that can benefit multiple entities will be important for Gardner to capitalize on to bring the full plan into fruition.

PHASING

In order to provide city leaders with direction on community priorities for implementation, the Steering and Implementation Committee participated in a scenario building workshop. These four scenarios offered alternative realities that could affect the City's decision on how and when to proceed with certain projects. The results of this workshop can be found at the end of this section.

It is unlikely that the phasing of the project will happen in a linear manner, so the City should be prepared to act on whatever opportunities arise first. The components of the plan break the project into feasible sections that can help with identification of the amenities that are attractive to certain funding options and can be constructed separately, if necessary. The plan can be used as marketing to solicit outside funding. The City can also identify the components that will require public funds and develop a strategy for funding those components through the existing budgeting process, the Capital Improvements Plan or other means.

Figure 5.07 *- Implementation scenario building workshop*

DRAFT

IMPLEMENTATION SCENARIO WORKSHOP SUMMARY

SCENARIO 1

The City receives a grant that, along with available city investment, will fund a portion of the streetscape and intersection improvements within the Downtown plan project area.

- *Make big moves first - focus on Main and Elm intersection so that people can see beneficial change and become engaged.*
- *ADA accessible stall in front of City Hall is important - could be western extents of initial investment area (accessibility is hardest in front of City Hall).*
- *Extend the street / streetscape improvement project out from Main and Elm intersection a 1/2 block in each direction to incorporate ADA improvements.*
- *Iconic vertical element would be great to include in initial investment.*
- *2nd phase idea - continue north on Elm and do all of Washington Street.*

SCENARIO 2

The Parks and Recreation Master Plan is concluded, and the City determines that making improvements to Cornerstone Park should the first visible outcome of the plan. Unfortunately, the available funding that has been identified will only cover the cost to either build "Cornerstone Hall" OR the other proposed park improvements.

- *Proposed building would be exciting and a great new feature for Cornerstone Park and Parks Department. We could have numerous events from birthdays, senior events, etc.*
- *What adds the most value to the park - events (once or twice a week) vs everyday community use.*
- *Adding a new building provides event space, however, if we don't have funds for the park where would people congregate outside during events? Makes sense to update the park amenities first and add the building second.*
- *The community impact would be amazing with a truly inclusive playground and fountain area for families and kids.*
- *Playground needs to be a destination feature to draw the community Downtown and have a great synergy with the Aquatics Center.*
- *The Elementary School has a special needs program and would use and appreciate an inclusive destination playground.*
- *Everyday community impact of site improvements (playground, open space and fountain) far outweigh the weekend events in the proposed building.*
- *All Cornerstone improvements (park and building) must be done right with appropriate funds to accomplish that goal.*

SCENARIO 3

The City concludes the space study for City Hall. The study prioritizes improvements, including changes to exterior accessibility and parking that are consistent with the vision for new public spaces adjacent to City Hall. Additionally, the Gardner Library has embraced the idea of improvements to their parking lot as consistent with the plan and has agreed to partner in implementation. However, a plan for relocating the group home to a new facility has not yet been defined.

- *Work harder to relocate group home... don't wait.*
- *ADA parking at City Hall is great.*
- *Area that is public control, need to act on this as soon as possible (1st domino).*
- *Focus on ground level improvements between group home and library - market can be in the future.*
- *Seek external sponsors and partners whos missions fit the goals of this plan.*

SCENARIO 4

A developer has approached the City with a vision to implement a new mixed-use development starting at the northeast corner of Main Street and Center Street and continuing north to Blazer's property. They have a plan to relocate the group home to a new facility as part of this development. Moving forward with their new development is contingent upon the City making significant investments in the proposed public space and amenities.

- *This would be a good catalyst to get support for the public improvements around it.*
- *Work with developer to relocate the group home to a better location / facility.*
- *Like the mixed-use idea - would it also be possible for retail shops to have access onto the park as well as the streets?*
- *Explore CID, TIF, other special district possibilities to help pay for improvements.*
- *Is it possible to use a Downtown Impact District tool to capture revenue for a period of time where any improvement Downtown (not just here) would pay a percent into a fund that helps pay for the park improvements?*
- *Build the market structure first because the City owns most of the property already.*
- *Get something done in Cornerstone Park area right away (at least part of it).*
- *Maybe we should consider charging for parking for certain events that generates a large attendance (help to raise revenue).*

DRAFT

APPENDIX

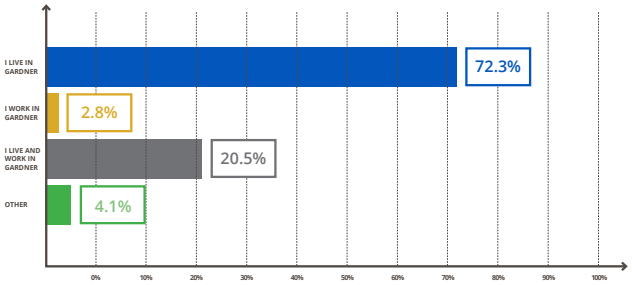
DRAFT

ONLINE SURVEY RESULTS

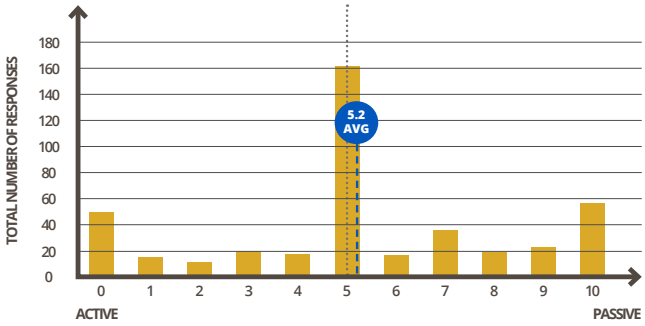
GARDNER DESTINATION DOWNTOWN ONLINE SURVEY RESULTS

536 TOTAL RESPONSES **2.5%** OF GARDNER'S POPULATION

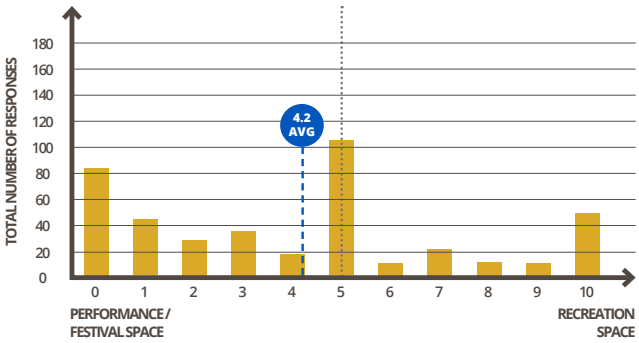
1 WHICH OF THE FOLLOWING DESCRIBES YOU?



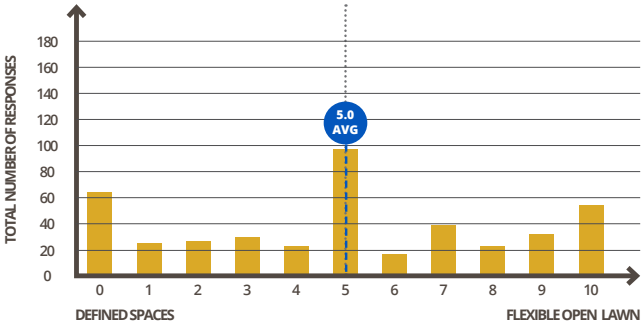
2 WOULD YOU PREFER PUBLIC OPEN SPACES IN DOWNTOWN GARDNER TO BE...



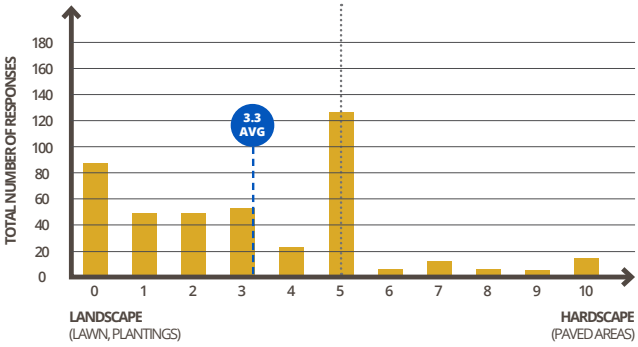
3 FOR **ACTIVE SPACES,** WHICH TYPE OF ACTIVITY WOULD YOU PREFER...



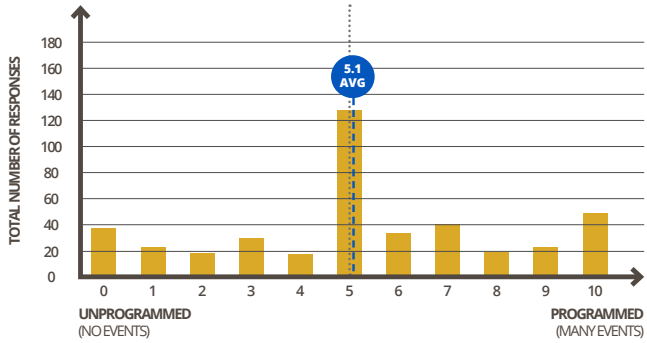
4 FOR **PASSIVE SPACES**, WOULD YOU PREFER...



5 THE DESIGN OF PUBLIC OPEN SPACES SHOULD PRIORITIZE...

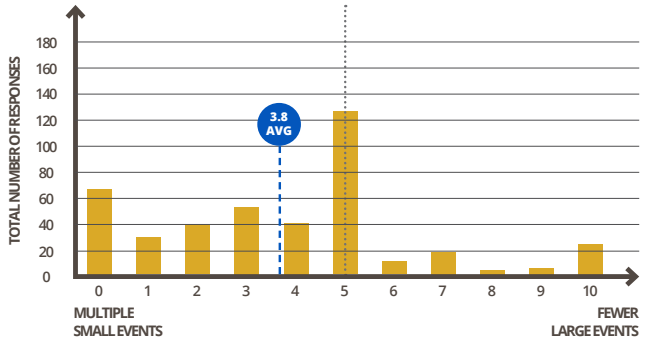


6 SHOULD PUBLIC OPEN SPACES IN DOWNTOWN GARDNER BE...

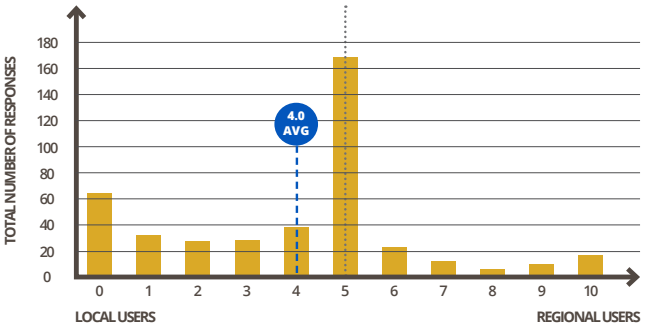


DRAFT

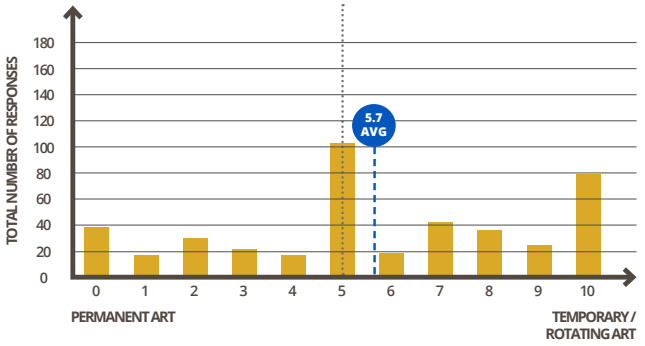
7 WHAT SIZE EVENT OR GATHERING SHOULD BE PRIORITIZED IN DOWNTOWN GARDNER...



8 SHOULD PUBLIC OPEN SPACES IN DOWNTOWN GARDNER ATTRACT...



9 IF ART IS INCORPORATED INTO DOWNTOWN GARDNER'S PUBLIC OPEN SPACES, WHAT TYPE OF ART SHOULD IT BE...



INITIAL CONCEPTS

A INCREMENTAL CHANGE

In this concept, the least amount of land was available for development between Washington Street and Shawnee Street. A linear garden and walkway along the west side of the existing open space serves as a connector between Cornerstone Park and the area behind City Hall. Cornerstone Park sees an extensive redesign while keeping the successful features such as the playground, shelters and mature trees. The area behind City Hall transforms into a flexible open green space that can serve as a venue for festival or musical performances. Also nearby is a permanent farmers market facility and plaza area.

B SPINE

The goal of the spine concept was to facilitate a visual and physical connection between Main Street and Cornerstone Park through a series of civic gathering spaces. The parking and entrance road immediately to the east of City Hall is removed and a pedestrian plaza featuring an iconic vertical element would bring the overall design to the forefront of the Main Street Corridor. Heading north, a Public Market is directly behind City Hall, and when not being used, the parking located here would fulfill the needs of city employees and residents alike. To the north of Shawnee Street, the spine leads into a larger open green space and amphitheater venue. Buffered by a botanical garden and plaza seating areas, this space is meant for festivals and concerts and varying sizes. Similar to the first concept, the Spine also proposed improvements to Cornerstone Park that seek to enhance this already established asset in the community. New residential townhome units along Center Street and mixed-use buildings at the corner of Center and Main and along the south side of Main Street also look to bring new residential and commercial development to Downtown Gardner.

C PROMENADE

The Promenade achieves many of the same goals as the Spine but in a slightly different way. Leading directly out the north door of City Hall, a path extends to Cornerstone Park and ties all three spaces together. Along that path are a farmer's market, amphitheater and event lawn, nature playground, and finally a revitalized Cornerstone Park. Residential and mixed-use developments, very similar to the Spine, remain along Center and Main Street.

Figure I - Initial concept 'Incremental Change'

Figure II - Initial concept 'Spine'

Figure III - Initial concept 'Promenade'

DRAFT

Figure IV *- Initial concept 'Incremental Change' vote totals*

Figure V *- Initial concept 'Spine' vote totals*

Figure VI*- Initial concept 'Promenade' vote totals*

PUBLIC SPACES - ENGAGEMENT RESULTS

These three initial concepts were shared at a public meeting and attendees were asked to review and form an opinion on what they were observing. They were given a series of dots of varying colors and those dots represented the following:

- 1st Choice
- 2nd Choice
- 3rd Choice
- Elements You Like

The vote totals to the left reflect a combination of both the public feedback and Steering Committee input. Overall the public favored Concept 1, Incremental Change, while the Steering Committee agreed upon Concept 3, the Promenade.

The element that received the most positive feedback was the idea of a permanent farmers market structure. Currently, the Gardner Farmers Market meets on a gravel lot owned by the Johnson County Fair which is not very prominent within the context of the Downtown area. Having a permanent structure would help establish a more vibrant merchant and customer base. The public and steering committee agreed that the area immediately behind City Hall would be an ideal location for the market to establish itself.

Additionally, the idea of proposing residential development along Center Street received positive feedback as it would add population to the center of the City and provide a buffer between the public green space and its associated activity with the nearby residential neighborhoods on the west side of Center Street.

Other elements that were well received included the multi-use community building, public amphitheater space, mixed-use development and play features.

Often during a public process such as this, not all sides agree on one concept as was the case for this project. It was the mission of the planning team to hear and process all the feedback given and produce a vision that satisfies as many opinions as possible.

STREETSCAPE - INITIAL CONCEPTS

During the 2018 Gardner Main Street Corridor study, it was established that community members preferred a more traditional aesthetic when it came to streetscape elements. It was agreed upon that a traditional study would fit nicely with the character of Downtown.

For the purposes of this study, we further developed design concepts for the streetscapes and a 'kit of parts' for streetscape elements based off the original feedback given in 2018.

The first step in developing those concepts further, we asked Steering Committee members to pick a theme they thought best represented Gardner. The themes were 'Prairie Trails' and 'Wings and Fins', both of which represent a physical, natural or historical component that makes Gardner unique.

Overwhelmingly, the Steering Committee selected 'Prairie Trails' as the preferred theme. The general consensus was that Gardner's location on the fringe of the Flint Hills and along the historic westward expansion trails was a story that needed to be told.

Figure VIII *- Traditional streetscape character image*

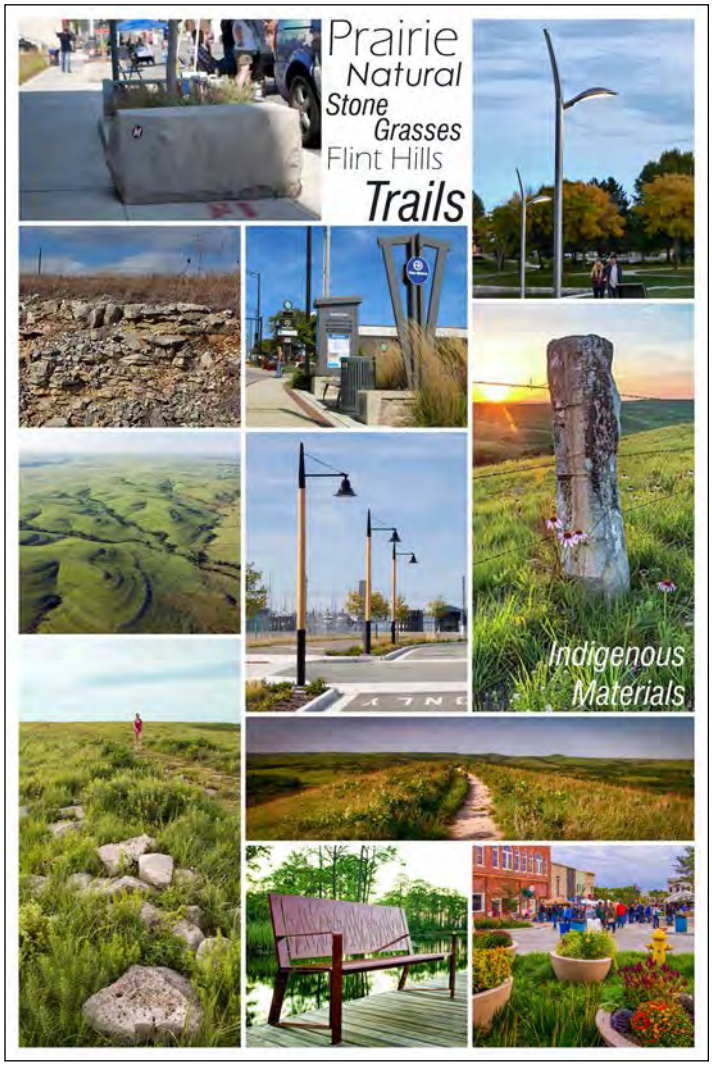


Figure VII *- 'Prairie Trails' character images*

Figure IX *- 'Wings and Fins' character images*

DRAFT

TOWN SQUARE

The Town Square concept uses many of the same materials that are found in the Downtown Gardner such as brick and limestone to create a comfortable and familiar feel for pedestrians and vehicles alike. Curb bump outs allow for landscape beds, gateway markers and seating opportunities. Within the proposed median, small limestone blocks provide additional visual interest and speak to the natural elements of Kansas. This concept was selected as the preferred approach.

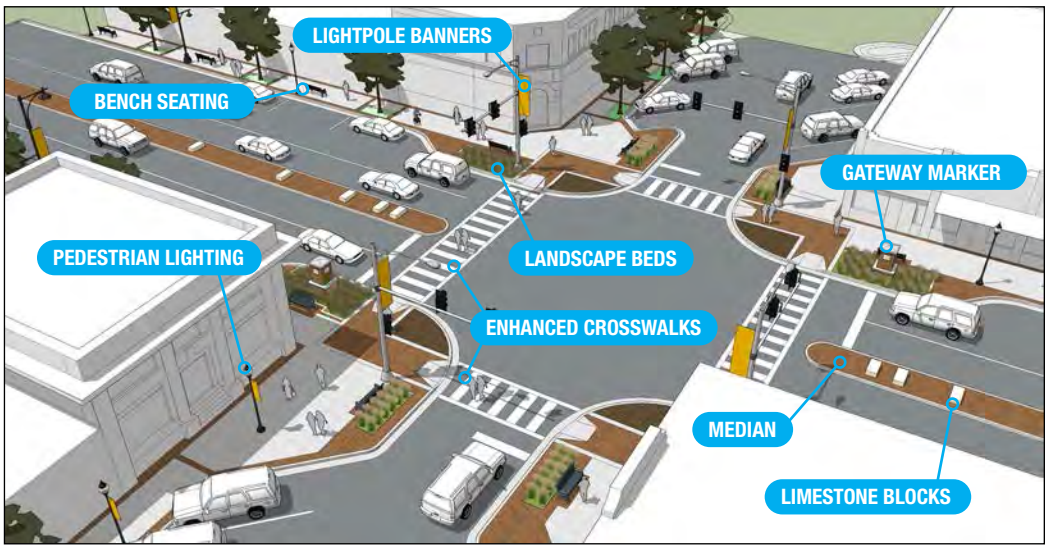


Figure X *- 'Town Square' streetscape design concept*

SOFTENED CORNERS

A more contemporary approach, the Softened Corners concept, speaks to Gardner's more recent history of aerodynamics and modern transportation networks. A softer color palette and rounded hardscape features give this concept a much more fluid character. This language is also embodied in the seating elements, landscape beds and pedestrian lighting.

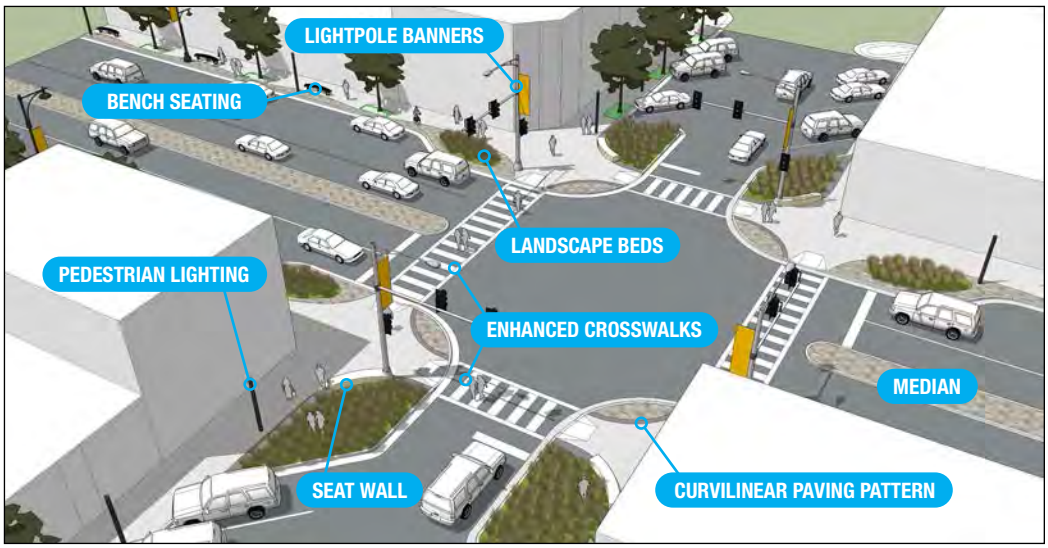


Figure XI *- 'Softened Corners' streetscape design concept*

RADIATING SPACES

The Radiating Spaces concept seeks to unify the entire Main and Elm Intersection with a dynamic system of paving patterns and landscape features. This concept plays off the idea that this intersection is the historic and contemporary center of Gardner and the rest of the City radiates out from this location. Seat walls of varying sizes, as well as benches, provide ample places for gathering outside Downtown businesses.

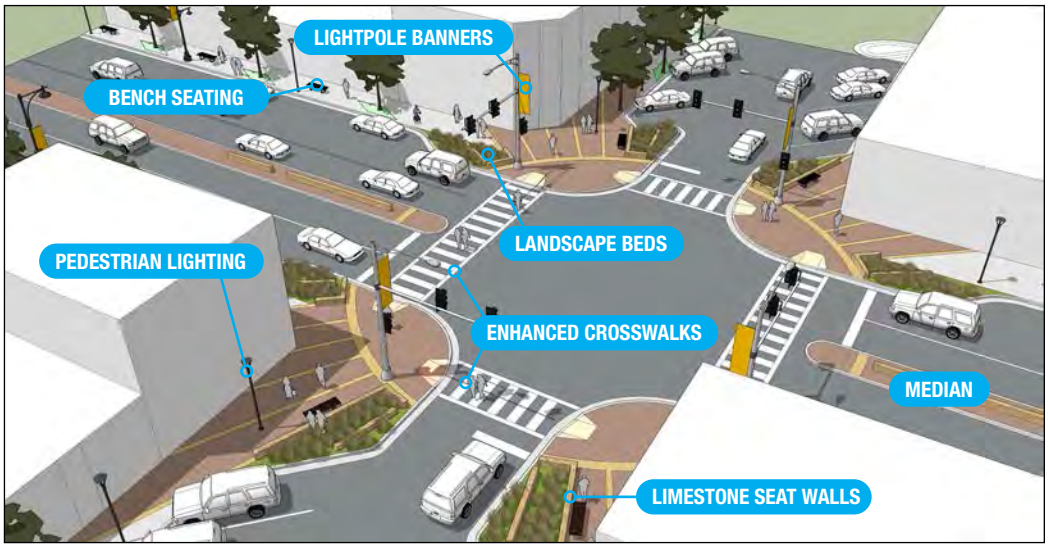


Figure XII *- 'Radiating Spaces' streetscape design concept*

Figure XIII *- Plan of proposed public space and streetscape improvements in Downtown Gardner*

DRAFT

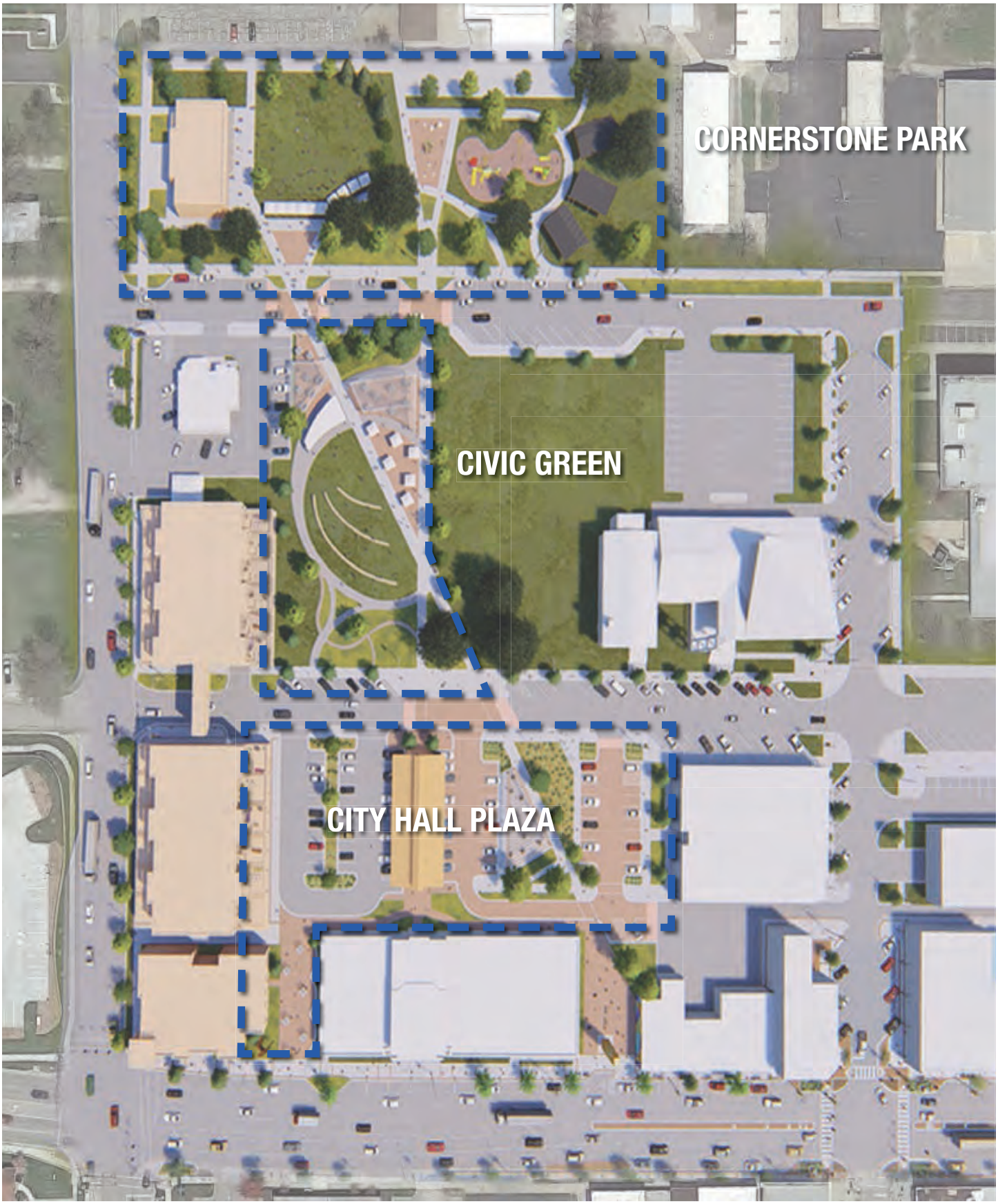


Figure XIV *- Plan view of proposed public spaces in Downtown Gardner*

DRAFT

Figure XV *- Parking Inventory. Streets and lots not called out on this plan, indicate no changes in quantity of parking stalls.*

DRAFT

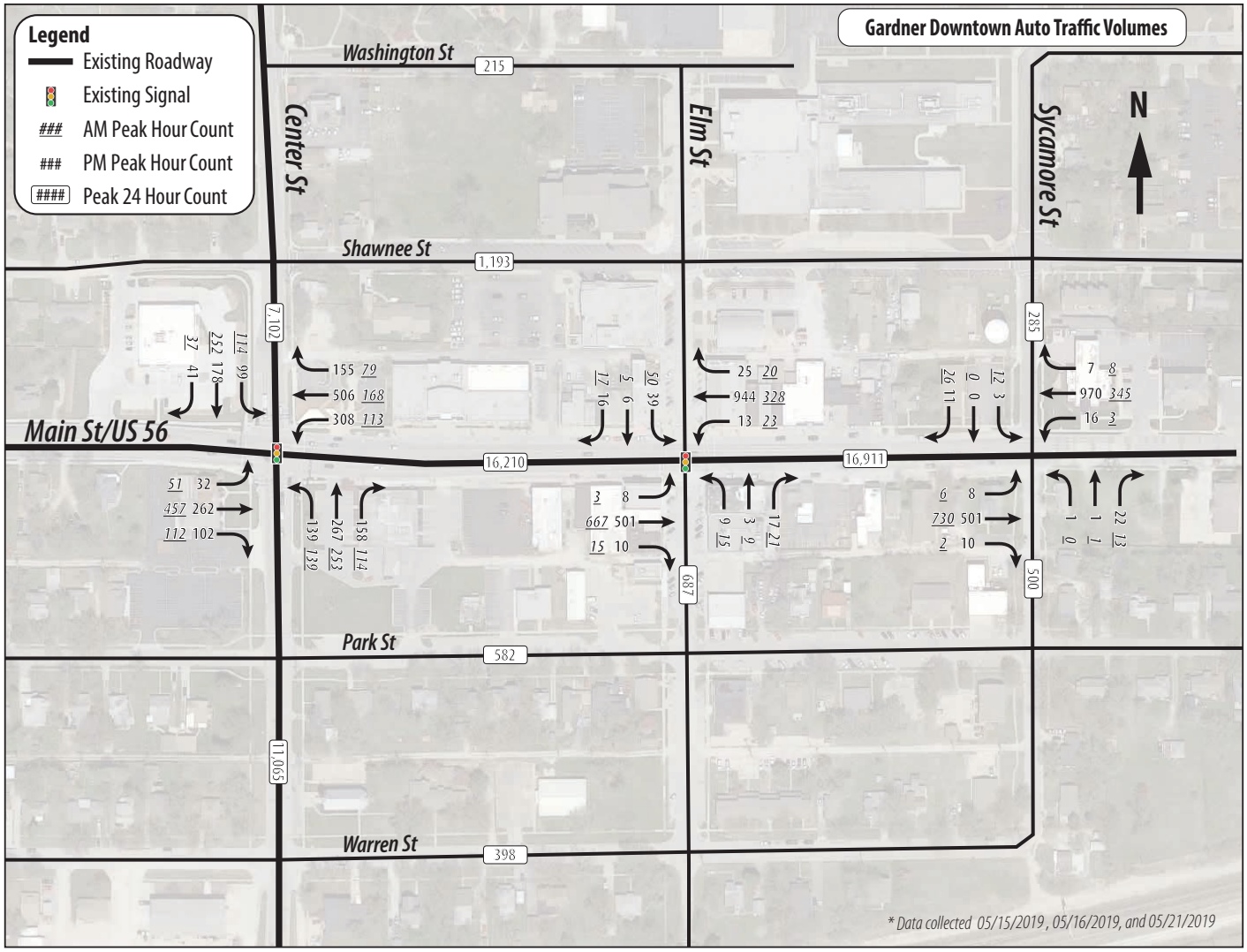


Figure XVI - Traffic analysis for Downtown streets

CITY OF GARDNER COMPREHENSIVE PLAN

PREPARED BY: HOUSEAL LAVIGNE ASSOCIATES || ADOPTED SEPTEMBER 15, 2014

Adopted by Planning Commission Resolution PC-14-02 on July 29, 2014 and
City Council Ordinance No. 2457 on September 15, 2014

Revised:

Planning Commission Resolution PC-16-02 on May 24, 2016 and
City Council Ordinance No. 2517 on June 20, 2016

Planning Commission Resolution PC-17-01 on July 25, 2017 and
City Council Ordinance No. 2553 on September 18, 2017

Planning Commission Resolution PC-17-02 on August 27, 2017 and
City Council Ordinance No. 2554 on September 18, 2017

Planning Commission Resolution PC-18-01 on March 27, 2018 and
City Council Ordinance No. 2574 on April 16, 2018

Planning Commission Resolution PC-18-02 on May 22, 2018 and
City Council Ordinance No. 2582 on June 18, 2018

Planning Commission Resolution PC-20-01 on February 25, 2020 and
City Council Ordinance No. ____ on March 16, 2020

GARDNER
KANSAS
Blazing New Trails

AMENDMENTS TO THE COMPREHENSIVE PLAN FOR THE CITY OF GARDNER, KANSAS, AMENDING THE COVER PAGE, CHAPTER 1 INTRODUCTION, CHAPTER 3 PUBLIC PARTICIPATION, CHAPTER 4 VISION, GOALS & OBJECTIVES, CHAPTER 5 LAND USE & DEVELOPMENT, CHAPTER 9 IMAGE & IDENTITY, CHAPTER 10 SUSTAINABILITY FRAMEWORK, AND CHAPTER 11 IMPLEMENTATION AND ADOPTING BY REFERENCE THE GARDNER DESTINATION DOWNTOWN: A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT.

Amend the cover page to include all adopted amendments to date.

CHAPTER 1. INTRODUCTION

ORGANIZATION OF THE COMPREHENSIVE PLAN

The Gardner Comprehensive Plan is divided into the following chapters:

1. **Introduction** – a description of the purpose of the plan, process, and content.
2. **Community Profile** – a snapshot of the City of Gardner, as it is today, that establishes the basis for recommendations in subsequent chapters.
3. **Public Participation** – a summary of the public outreach activities that took place during the comprehensive planning process, and the outcomes they produced.
4. **Vision, Goals, and Objectives** – an articulation of the shared vision for Gardner and a description of the goals and objectives for achieving the community's vision.
5. **Land Use Plan** – a future land use map for the City of Gardner and subsequent recommendations for the residential, commercial, and industrial areas of the community.
6. **Community Facilities and Services** – recommendations related to the maintenance of existing facilities and the future expansion of community facilities and services.
7. **Transportation and Mobility** – recommendations related to roadways, bicycle and pedestrian mobility, transit, and airports.
8. **Environmental Features and Open Space** – recommendations for enhancing the benefits of parks, open space, and environmental features which help to define the community's quality of life.
9. **Image and Identity** – recommendations related to the character, image, and appearance of the community including streetscape, gateways, development character, and more.
10. **Sustainability Framework** – a foundation of sustainability policies, initiatives, and program development.
11. **Implementation** – specific actions required to carry out the new Comprehensive Plan including recommendations regarding regulations, economic development strategies, priority improvement projects, general administration, and updates to the Plan.
12. **Capital Improvements** – a compilation of the various infrastructure and facility/service needs related to growth and development, with schedules of capital improvements for 5 years, 10 years, and 10+ years. *(Ord. 2553)*

Appendix A: Action Plan – a table referencing all goals, objectives, and recommended actions, including status updates. *(Ord. 2554)*

The following plans have been adopted and incorporated by reference:

I-35 & Gardner Road Interchange Subarea Plan – adopted by Resolution No. PC-16-02 by the Planning Commission on May 24, 2016, and adopted by Ordinance No. 2517 by City Council on June 20, 2016.

Gardner Main Street Corridor Plan, with associated ***Gardner Main Street Corridor Market Analysis*** – adopted by Resolution No. PC-18-01 by the Planning Commission on March 27, 2018, and adopted by Ordinance No. 2574 by City Council on April 16, 2018.

I-35 & 175th Street Interchange Subarea Plan – adopted by Resolution No. PC-18-02 by the Planning Commission on May 22, 2018, and adopted by Ordinance No. 2582 by City Council on June 18, 2018.

Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project – adopted by Resolution No. PC-20-01 by the Planning Commission on February 25, 2020, and adopted by Ordinance No. ____ by City Council on March 16, 2020.

CHAPTER 3. PUBLIC PARTICIPATION

Public participation and input is the cornerstone of the Comprehensive Plan. The Plan is founded upon the thoughts, concerns, and aspirations of the residents and businesses that call Gardner home. In this way, the City of Gardner Comprehensive Plan serves as a true reflection of the City.

This chapter of the Comprehensive Plan provides a summary of the range of public outreach events that occurred throughout the planning process. It also includes an overview of online outreach efforts that included resident and business surveys as well as a web-based mapping tool. The culmination of these results provided the foundation upon which the Gardner Comprehensive Plan was built.

Ongoing public participation and input has been obtained as part of subsequent planning efforts such as the *Gardner Main Street Corridor Plan*, *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan*, and the subarea plans that are adopted by reference as part of the Comprehensive Plan. Detailed information on methods of public engagement and input received is contained within those plans. The ideas obtained through these separate planning efforts deepen understanding of issues identified by the Comprehensive Plan relating to community facilities, land use, transportation and mobility, community character, and economic development. *(Ord. 2574, Ord. ____)*

CHAPTER 4. VISION, GOALS & OBJECTIVES

GOALS & OBJECTIVES

The City of Gardner Comprehensive Plan provides a road map for policies that will guide the City over the next 15-20 years. The Goals and Objectives help organize the Plan and provide the conceptual framework for more detailed recommendations.

Goals are overarching principles that outline an intended outcome; they are broad and long-range. Objectives are specific actions and policies that should be undertaken and/or adopted by the City of Gardner to help achieve its goals.

The Goals and Objectives are categorized as follows:

- Neighborhoods and Housing
- Commercial Areas
- Industrial Areas
- Growth and Annexation
- Transportation and Mobility
- Community Facilities
- Open Space, Recreation, and Environmental Features
- Community Character
- Sustainability

Since adoption in 2014, steps have been taken to address the goals and objectives of the Comprehensive Plan. For example, the adoption of the *Gardner Land Development Code* in 2016 *(Ord. 2518)* satisfies a wide range of objectives (here indicated by the designation "*(LDC)*" after the recommendation). As part of the 2017 amendments *(Ord. 2554)*, the City added Appendix A: Action Plan, which includes a summary table of all Comprehensive Plan recommendations. In 2018, an executive summary of achieved tasks (to be updated annually) was added to Appendix A, and these achievements are reflected in the status column of the Action Table.

Furthermore, subsequently adopted area plans (adopted by reference as part of this Plan) have presented additional recommendations that are related to the goals and objectives of the Comprehensive Plan. These plans provide more specific, detailed recommendations and guidance for land use decisions in those planning areas. Recommendations that are explored in greater depth in the *Gardner Main Street Corridor Plan* are here indicated by the designation "*(MCP)*" after the recommendation. *(Ord. 2574)* Recommendations that are explored in greater depth in the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan* are here indicated by the designation "*(GDD)*" after the recommendation. *(Ord. ____)*

Commercial Areas

Goal: Promote the City's commercial character by supporting local businesses and creating a thriving Downtown area and commercial nodes integrating mixed-use and pedestrian-oriented design and development. *(MCP)* *(GDD)*

Objectives:

- Allow for greater flexibility within the zoning and development controls to promote business growth and retention *(LDC, MCP)*
- Promote Downtown Gardner businesses through marketing and branding strategies and local partnerships including the Chamber of Commerce and similar organizations
- Create a mixed-use, pedestrian-oriented commercial district in Downtown and Main Street through streetscape, infrastructure upgrades, and economic development efforts *(MCP)* *(GDD)*
- Work with the Kansas Department of Transportation to redesign Main Street *(MCP)* *(GDD)*
- Attract hotels and hospitality-related commercial uses to support corporate and office developments
- Promote commercial growth along Main Street and at the I-35 interchanges to provide neighborhood and regional commercial areas with a diverse range of retail and commercial uses and services *(MCP)*
- Create a specific area plan for Downtown that considers future land use and development opportunities, historic preservation, transportation, and streetscape *(MCP)* *(GDD)*

Transportation & Mobility

Goal: Design a transportation network that provides safe and efficient access for all modes of travel between residential areas, businesses, and civic and recreational facilities while ensuring streets, sidewalks, and trails are well-maintained.

Objectives:

- Work with the Kansas Department of Transportation to assess the viability of redesigning and/or rerouting US-56 to a location outside of Downtown *(MCP)*
- Implement a Safe Routes to School Program that allows children to safely travel to local schools by foot or bicycle
- Adopt a Complete Streets policy so future growth and development is safe and accessible for all users *(LDC)*
- Make critical pedestrian connections to community facility destinations, including the integration of trails as outlined in the Parks System Master Plan *(MCP)* *(GDD)*
- Require full sidewalk build-out within a reasonable amount of time (e.g. 2 years) after the beginning of new development
- Develop a strategy to improve existing pedestrian facilities to be compliant with ADA guidelines (GDD)
- Work with the railroad to improve rail crossing delays throughout the City using improved signalization
- Work with Johnson County to improve access to local and regional public transportation
- Coordinate responsiveness with the Gardner Police Department and local fire protection agencies as new growth and development occurs
- Review potential growth areas for new, rerouted, or reclassified roads

Community Facilities

Goal: Ensure high quality and dependable public services and facilities including the Public Works and Parks and Recreation Departments, police and fire protection, Gardner-Edgerton Unified School District, Johnson County Library, and other community-based facilities.

Objectives:

- Develop a new Gardner Police and court services facility to support staff and operations, and service the growing and evolving population throughout the community
- As growth occurs, ensure that police staffing adequately serves the needs of the community
- Work in partnership with local fire protection agencies to ensure that existing and growth areas are adequately serviced including the availability of water for fire suppression
- Establish a community center to provide a central location for meetings and events particularly for youth and senior programs *(MCP)* *(GDD)*
- Foster increased communication and trust building with residents and businesses through a multi-media campaign that includes outreach to faith-based organizations
- Support the Gardner-Edgerton Unified School District in their ongoing efforts to monitor enrollment rates to plan for potential growth and facility expansion
- Consider alternative locations for new infrastructure that would allow for the planting of trees within the parkway to enhance the public streetscape *(MCP)*

OPEN SPACE, RECREATION & ENVIRONMENTAL FEATURES

Goal: Create a balanced park system that provides neighborhood, community, and regional parks that are connected through an extensive trail and greenway network.

Objectives:

- Ensure that all residential areas are adequately served by neighborhood and community parks through easements or subdivision regulations *(LDC)*
- Assess the viability of a new community center based on the recommendation of the 2009 Park System Master Plan, taking into consideration locational needs, access, cost, and local programming and facility needs *(MCP)*
- Use cluster development and conservation design techniques to conserve natural and open space areas for passive recreation and stormwater management *(GDD)*
- Update and continue to implement the 2009 Park System Master Plan, acquiring additional parkland and installing new recreational facilities as needed and feasible *(GDD)*
- Increase public bicycle and pedestrian access to community facilities through connections to the local trail system *(MCP)* *(GDD)*
- Maintain the joint use agreements with the Gardner-Edgerton School District to provide additional recreational facilities for residents

COMMUNITY CHARACTER

Goal: Maintain and enhance the traditional character of Gardner while strengthening the regional image of the community.

Objectives:

- Promote Gardner through a multifaceted branding and marketing strategy
- Partner with the Gardner Historical Society to promote the community's heritage
- Install gateway and wayfinding signage at key locations to help define the City's brand and identity *(MCP)* *(GDD)*
- Implement a streetscape improvement program to provide a sense of place and identity within key commercial areas, specifically along Main Street, the I-35 interchanges, and the west end of Downtown *(MCP)* *(GDD)*
- Promote and require landscaping within commercial areas and require the maintenance and screening of parking lots, service areas, and incompatible uses *(LDC)*
- Enhance the Johnson County Fairgrounds, including exploring alternative sites, to ensure that the fair continues to be an important part of the City's identity and is compatible with surrounding development *(MCP)* *(GDD)*
- Continue to host and support the Johnson County Fair as well as additional events and festivals throughout the year *(MCP)*

SUSTAINABILITY *(page 45)*

Goal: Integrate sustainability measures throughout the City to protect and enhance the natural environment, lower energy demand, and increase healthy living.

Objectives:

- Review building codes and amend as needed to incorporate green building design and construction techniques to better manage energy use, stormwater runoff, and other impacts of development
- Encourage energy conservation by residents and businesses to provide individual cost savings and reduce demand on the City's electrical grid
- Require the use of stormwater best management practices (BMPs) for all new development projects while encouraging similar strategies for existing developments *(GDD)*
- Preserve and enhance the City's natural assets such as greenways, wooded areas, Gardner Lake, and the KCPL Prairie Wetland
- Ensure oil extraction processes follow applicable federal, state, and local regulations to protect the health of the natural environment
- Implement policies and regulations that encourage compact development with connected open spaces to support more efficient infrastructure provision *(LDC)*
- Understand trees as critical infrastructure that helps manage stormwater runoff, mitigate heat island effect, improve air and water quality, conserve energy, and provide shade for a safer and more comfortable pedestrian environment, and coordinate utility easement locations so as not to interfere with street tree placement
- Encourage the joint use of utility corridors for utilities, recreation, stormwater management, and appropriate nonmotorized connections
- Support ongoing National Incident Management System (NIMS) training and other hazard mitigation training for all City employees, and provide education for citizens
- Ensure that there are sufficient storm shelters provided for residents of the City's mobile home parks and areas without basements

(Ord. 2554, Ord. 2574, Ord. ____)

CHAPTER 5. LAND USE & DEVELOPMENT

COMMERCIAL AREAS PLAN

Gardner's commercial areas provide vital goods and services to residents and visitors, include public areas for community events and gathering, and generate significant tax revenue that funds municipal services and infrastructure. They also play a significant role in the image and identity of the City.

Commercial areas in Gardner are generally located along US-56/Main Street, Moonlight Road, and around the I-35/US-56 interchange. This section of the Comprehensive Plan recognizes the varying physical and market characteristics of the different commercial areas and categorizes them into four types:

- Downtown Mixed-Use
- Main Street Corridor
- Community Commercial
- Regional Commercial

It provides policy recommendations to guide reinvestment in existing commercial areas, and ensures future development is reflective of broader community goals. Further policy guidance is found in the *Gardner Main Street Corridor Plan*, and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Proje*ct plan, which is adopted by reference as part of the Comprehensive Plan. Recommendations below which are detailed more fully in the *Gardner Main Street Corridor Plan* are followed by the designation "(MCP)". Recommendations below which are addressed by the adoption of the *Gardner Land Development Code (Ord. 2518)* are designated by "(LDC)". Recommendations that are explored in greater depth in the *Gardner Destination Downtown plan* are here indicated by the designation "*(GDD)*" after the recommendation. (*Ord. 2574, Ord. ____)*

DOWNTOWN MIXED-USE

Downtown serves as the historic core and center of civic activity for Gardner. The area is anchored by City Hall and includes the Johnson County Library, Senior Center, and historic Bray House. While Main Street serves as the primary east-west corridor, the boundaries of Downtown extend north to Washington Street, south to Warren Street, and east and west to Sycamore Street and Center Street, respectively. A vibrant downtown environment should build upon a mix of retail restaurant, office, and residential land uses, pedestrian-friendly streets, and attractive buildings and architecture.

Main Street Character

As the primary thoroughfare through Downtown, Main Street plays a significant role in conveying the image of the City center, and the community as a whole. This area should continue to accommodate mixed-use or commercial development that is built to the front property line and pedestrian friendly in terms of façade design, massing, and streetscape. Between Sycamore and Center Street, the early 1900's traditional architecture establishes a streetwall that helps to define the space and provide the framework for a pedestrian-oriented environment. However, this streetwall is soon broken by surface parking lots and inconsistent front setbacks. Future development and design of Downtown should consider the following actions and policies:

- Work with property owners to procure funding for the rehabilitation of structures and facades in Downtown *(MCP)*
- Maximize the use of underutilized portions of the public realm for landscaping, wayfinding signage, historic markers, benches, and other streetscape amenities *(MCP)* *(GDD)*
- Explore opportunities to reconfigure Main Street to accommodate more substantial streetscape elements including medians, reconfigured parking, and new traffic patterns for a more pedestrian- and business-friendly Downtown *(MCP)* *(GDD)*
- Continue to use alleys to host utility operations, allowing Main Street to remain clear of utility poles and lines
- Support the creation of a business improvement district to help fund public realm maintenance, marketing, events, security, and beautification projects *(GDD)*
- Modify development regulations to ensure that commercial properties provide adequate screening against nearby residential properties *(LDC)*
- Conduct a historic survey of Downtown and the surrounding residential neighborhoods to reestablish a Downtown Enhancement District

Downtown Edge

The periphery of the Downtown includes a variety of uses, including parking lots that support uses on Main Street, secondary commercial activities, government or civic uses, and varying densities of residential development. Development in this area should continue to support the Downtown as a whole by the following actions:

- Support a variety of housing types that meet market demand and provide easy access to Downtown uses for a large number of residents *(MCP)*
- Ensure development regulations address the impacts of Downtown uses on residential areas, including parking, access, building design, utility screening, etc. *(LDC)*
- Utilize vacant lots as an opportunity to increase the residential population close to the Downtown *(MCP)*
- Require development to reflect the character of the Downtown area through attractive building design and architectural materials *(LDC)*
- Provide pedestrian connections to the Main Street area and surrounding neighborhoods to support multi-modal access to Downtown *(MCP)*

Parking Management

Parking is an important component in many commercial areas, allowing access to local shops and restaurants. However, the location and configuration of surface parking lots are often detrimental to the desired character of Downtown. In order to balance the goals of providing sufficient parking capacity and maintaining a traditional Downtown character, the City should implement the following strategies:

- Develop or screen existing surface parking lots that front on Main Street or adjacent uses *(MCP)*
- Use alleys for access to parking areas *(MCP)*
- Work with property owners to relocate parking lots that currently front on Main Street to rear portions of the block so that Main Street frontage can be redeveloped with buildings that reinforce the desired character *(MCP)*
- Periodically conduct parking surveys that assess the capacity and location of Downtown parking relative to

demand at different times of the day and week *(MCP)* *(GDD)*

- Encourage shared parking agreements between Downtown tenants or for special events (i.e. use of bank parking during weekend events or festivals) *(LDC) MCP)* *(GDD)*

(*Ord. 2574, Ord. ____)*

MAIN STREET CORRIDOR

The Main Street corridor includes commercial properties along US-56/Main Street from Moonlight Road to Sycamore Street. This corridor serves as the gateway into Gardner, though the fragmented development pattern and surface parking frontage create a commercial environment that lacks cohesion and character.

Recommendations within this section complement those within the US-56 Corridor Management Plan.

Access Management

Multiple curb cuts and parking lots along the Main Street corridor reduce the efficiency of the roadway network, and result in a high number of conflict points. Access management principles can be used to enhance access to local uses, and support multi-modal mobility. The City should consider the following access management strategies *(LDC, MCP)*:

- Encourage the use of cross-access between adjacent lots that would enhance circulation without reliance on turning movements on Main Street *(MCP)*
- Prioritize access to parking areas from side streets and alleys rather than from Main Street *(MCP)*
- Work with property owners to consolidate or remove excessive curb cuts to individual properties
- Review development regulation related to parking to ensure that required on-site capacity does not create undue strain, especially within the context of other regulations related to landscaping, access, required yards, and buffers against other land uses *(LDC)*
- Allow for and encourage shared parking agreements between uses whose parking demand occurs during different times of the day or week *(LDC)*

Character

As the gateway into Gardner, the character of Main Street plays an important role in Gardner's overall image and identity. Currently, the wide street cross-section and unscreened parking lots are the predominant visual elements of Main Street. Though they are often set back from the street, the design and orientation of buildings on Main Street have a significant impact on the character of Gardner. In order to foster a vibrant commercial corridor, and have Main Street serve as a positive entrance into Gardner, the City should implement the following strategies:

- Actively enforce municipal ordinances to ensure that structures and landscaping are properly maintained and in compliance with development and building codes
- Review and amend sign regulations as appropriate to require signage that is attractive, integrated into building and landscape design, and consistent with the desired character of the Main Street corridor *(LDC)*
- Work with property owners to install parking edge landscaping and trees to decrease the visual impacts of surface parking lots
- Work with KDOT to assess the viability of, and implement a reconfigured Main Street that would maintain traffic flow, enhance vehicular safety, and create additional space for sidewalks, bicycle lanes, and/or landscaping areas *(MCP)* *(GDD)*

Investment & Redevelopment

Redevelopment along Main Street is inhibited by small commercial lots and a close relationship to surrounding residential areas. In order to appropriately manage this relationship and maximize opportunities for investment and redevelopment, the City should implement the following actions:

- Support investment in existing commercial structures and sites through the development of a façade enhancement program, business improvement district, the pursuit of outside funding, or other policy and funding alternatives *(MCP)*
- Identify areas where commercial development on the north side of Main Street can encroach north, to Shawnee Street, by redeveloping compromised or vacant residential structures, and amending zoning regulations to require significant screening where the future commercial development may back up to existing residential lots *(MCP)*

- Work with property owners and developers to identify opportunities to assemble lots to create more substantial redevelopment sites that can better accommodate larger building footprints, on-site parking and circulation, landscaping, and required yards *(MCP)*

(*Ord. 2574, Ord. ____)*

CHAPTER 9. IMAGE & IDENTITY

STREETSCAPE & BUILT FORM

There are several portions of Gardner where the character of the built environment reflects the traditional heritage of the community. This is the result of efforts to preserve important structures and invest in the public realm through streetscape and civic spaces. The design of private development – building placement, materials, architectural massing and detail, landscaping, and signage – can be used to create a sense of enclosure for the public realm, and can create an attractive and inviting environment. Streetscape elements such as lighting, landscaping, street furniture, and sidewalk design can be used to create a unique sense of place. In order to maximize the benefits of investment in private development and public spaces, the City should implement the following actions:

- Continue to implement the Design Standards of the *Gardner Land Development Code* through development review and approval.
- Establish a comprehensive streetscape master plan that identifies priority streetscape corridors, illustrates desired streetscape elements, includes standards for design and installation, and considers opportunities to collaborate with private development to extend the streetscape beyond the public realm. This streetscape master plan should include recommendations and illustrations related to typical streetscape elements that are appropriate for various environments, civic spaces, gateways, and wayfinding. *(MCP) (GDD)*
- Install gateways at prominent entry points to Gardner. The I-35 interchanges and several at-grade streets represent the primary means of entry into Gardner. The City should commission the design and installation of substantial gateway markers and entry points from US 56 and Gardner Road, while more modest gateway elements could announce entry. *(MCP)*
- Use streetscape design as a way to call attention to Gardner's varying commercial environments. Gardner's commercial areas vary in terms of function, level of visibility, and intended character. For example, the US-56/I-35 interchange area is auto-oriented and could include large areas of landscaping and decorative detention. However, the Downtown is pedestrian-oriented and would benefit from safe sidewalk zones, buffers from vehicular traffic, sidewalk café seating and street furniture that encourages strolling and staying. The City should utilize streetscape to call attention to and differentiate these important areas. Contrasting lighting elements, landscaping, signage, and hardscape can create this effect. *(GDD)*
- Place attractive wayfinding signs in commercial areas and along major corridors. Signs should be located in key commercial locations in the City, such as Main Street, as well as along arterial corridors to direct motorists and pedestrians to destinations such as City Hall, the Johnson County Fairgrounds, and Celebration Park. The scale of the signs should be appropriately sized based on location, but all should have a similar design to unify and define the City's brand and identity. *(MCP) (GDD)*

(*Ord. 2574, Ord. ____)*

CHAPTER 10. SUSTAINABILITY FRAMEWORK

The term "sustainability" can have several meanings depending on local context and priorities. Generally, sustainability includes consideration of three important elements in urban development; local ecology, economic well-being, and social equity. In Gardner, the balance among these three elements is influenced by oil drilling, intermodal distribution and logistics, traditional and contemporary neighborhood development, bicycle trails and greenways, access to basic goods and services, and many other factors. As these urban development issues evolve, the City is also subject to changing climate conditions that will continue to test local infrastructure, energy systems, and consumer behavior.

This chapter highlights recommendations throughout the Comprehensive Plan that reflect sustainable practices, and introduces additional strategies aimed at ensuring Gardner's long-term viability and attractiveness. Additional recommendations for sustainable practices and quality of life improvements can be found in the *Gardner Main Street Corridor Plan*, adopted by reference as part of the Comprehensive Plan in 2018 *(Ord. 2574), and in the Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project plan, adopted by reference as part of the Comprehensive Plan in 2020 (Ord. ____).*

CHAPTER 11. IMPLEMENTATION

SHORT-TERM TASKS (0-3 YEARS)

CREATE AN IMPLEMENTATION ACTION AGENDA

The Comprehensive Plan provides more than 200 policy and program recommendations. In order to address the myriad of strategies presented within the plan, the City should prepare an "Action Agenda," to highlight the projects and activities to be undertaken within the next few years. The action agenda should be developed in conjunction with the City's CIP, and should involve all relevant City departments. To remain current, the action agenda should be updated once a year. The action agenda may consist of:

- A detailed description of the projects and activities to be undertaken;
- The priority of each project or activity;
- An indication of the public and private sector responsibilities for initiating and participating in each activity; and
- Potential funding sources and assistance programs that might be available for implementing each project or activity.

A table describing all the recommendations of the 2014 Comprehensive Plan, as amended, is included as Appendix A. It is intended that this table be updated yearly. *(Ord. 2554)* This action plan in Appendix A does not include the recommendations of the *Gardner Main Street Corridor Plan, Gardner Destination Downtown Plan,* or other plans adopted by reference as part of this plan, which should also be considered when preparing the City's CIP and when updating the Capital Improvements Element (CIE) of Chapter 12. A similar implementation table referencing all recommendations of the *Gardner Main Street Corridor Plan* is contained in Chapter 7 of that document, and in Chapter 5 of the Gardner Destination Downtown Plan *(Ord. 2574, Ord. ____)*

DEVELOP SPECIFIC PLANS FOR PRIORITY DEVELOPMENT AREAS

The Comprehensive Plan provides several recommendations for the creation of more specific and detailed plans throughout Gardner. The City should initiate the process to further study and create plans for the following areas:

- Downtown
- Johnson County Fairgrounds
- I-35 Interchange Areas
- 191st Street Corridor
- Main Street Corridor
- Southeast Quadrant Market-Determined Area

In 2016, the *I-35 & Gardner Road Interchange Subarea Plan* was adopted, providing further insight for the western portion of the Southeast Quadrant Market-Determined Area (including the I-35 and Gardner Road Interchange and the 191st Street Corridor).

In 2018, the *Gardner Main Street Corridor Plan* was adopted as part of a grant-supported initiative to further study and recommend improvements for the Downtown, Johnson County Fairgrounds, Main Street corridor, surrounding neighborhoods, and the area adjacent to the I-35 and 175th Street interchange.

In 2018, the I-35 & 175th Street Interchange Subarea Plan was adopted, providing further insight for the northern portion of the Southeast Quadrant Growth Areas (including the I-35 and 175th Street Interchange).

In 2020, the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan was adopted as part of a grant-supported initiative to support more detailed planning for new open and civic spaces and improved streetscapes within an 8-block area of Downtown between Center Street on the west, Sycamore Street on the east, E Washington Street on the north, and E Warren Street on the south (including Cornerstone Park on E Washington Street).

Although these area plans are separate documents, incorporated by reference into the Comprehensive Plan, these updated plans establish the official Comprehensive Plan policy for the respective study areas. The recommendations in these referenced plans take precedence over other policy found in other portions of the Comprehensive Plan, unless otherwise

noted. However, applicable recommendations of the Comprehensive Plan should be considered in addition to the recommendations of these respective area plans.

(Ord. 2574, Ord. 2582, Ord. ____)

MEDIUM-TERM TASKS (3-5 YEARS)

ADDITIONAL ACTIONS

In addition to the aforementioned actions, the Plan provides recommendations for several medium-term tasks. These include:

- Conduct a sidewalk gap analysis
- Conduct a Gardner Golf Course reuse and study plan
- Implement Safe Routes to School projects
- Adopt Complete Streets policy – such policy was adopted as Appendix B of the *Gardner Land Development Code*, effective August 1, 2016.
- Create a Downtown-specific plan that addresses detailed land use, revitalization, and streetscape improvements – see the *Gardner Main Street Corridor Plan* and *Gardner Destination Downtown* plan adopted by reference as part of this plan.
- Work with the Johnson County Fair Association to identify potential locations for a new facility within the Gardner community (see also the public input and findings in the *Gardner Main Street Corridor Plan*)

(Ord. 2554, Ord. 2574, Ord. ____)

LONG-TERM TASKS (5+ YEARS)

RECONFIGURE MAIN STREET

The redesign and streetscape improvements of Main Street/US-56 to create a pedestrian and business-friendly environment is paramount to the revitalization of Downtown. It will require additional studies and design concepts and the potential transfer of roadway jurisdiction from the Kansas Department of Transportation to the City of Gardner. The *Gardner Main Street Corridor Plan,* adopted by reference as part of this plan, contains additional studies and design concepts for Main Street, and recommends against the transfer of roadway jurisdiction from KDOT to Gardner. *(Ord. 2574)* *The Gardner Destination Downtown* plan, adopted by reference as part of this plan, contains very specific recommendations for not only redesign and streetscape improvements for Main Street, but for E Washington, E Shawnee, E Park, E Warren, Sycamore, and Elm Streets. It also provides concept plans and implementation strategies for new public spaces near City Hall, improvements in Cornerstone Park, and a mobility hub on Park Street. This plan provides sufficient detail to solicit design and construction documents for Downtown improvements, moving the City closer to realizing this task. (Ord. ____)

Planning Commission
RESOLUTION NO. PC-20-01

A RESOLUTION ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN FOR THE CITY OF GARDNER, KANSAS, AMENDING THE COVER PAGE, CHAPTER 1 INTRODUCTION, CHAPTER 3 PUBLIC PARTICIPATION, CHAPTER 4 VISION, GOALS & OBJECTIVES, CHAPTER 5 LAND USE & DEVELOPMENT, CHAPTER 9 IMAGE & IDENTITY, CHAPTER 10 SUSTAINABILITY FRAMEWORK, CHAPTER 11 IMPLEMENTATION AND INCORPORATING BY REFERENCE THE GARDNER DESTINATION DOWNTOWN: A PLACEMAKING AND MOBILITY ENHANCEMENT PROJECT PLAN

WHEREAS, the City of Gardner has a duly constituted Planning Commission as provided by K.S.A 12-744; and

WHEREAS, pursuant to K.S.A. 12-747(a), the Gardner Planning Commission is authorized to make or cause to be made a comprehensive plan for the development of the City of Gardner and any unincorporated territory lying outside of the City but within the same County in which the City is located, which in the opinion of the Planning Commission, forms the total community of which the City is a part; and

WHEREAS, pursuant to K.S.A. 12-747(b), the Gardner Planning Commission is authorized to make recommendations to the Governing Body of the City relating to the adoption and amendment of a comprehensive plan by a single resolution or by successive resolutions and is further authorized to adopt or amend parts of the comprehensive plan for the City of Gardner; and

WHEREAS, the City of Gardner adopted a Comprehensive Plan titled “City of Gardner Comprehensive Plan”, approved with Ordinance 2457 on September 15, 2014; and amended with Ordinance No. 2517 on June 20, 2016, and Ordinance No. 2553 on September 18, 2017, and Ordinance No. 2554 on September 18, 2017, and Ordinance No. 2574 on April 16, 2018, and Ordinance 2582 on June 18, 2018; and

WHEREAS, the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation including the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan was prepared for review by the Gardner Planning Commission in accordance with K.S.A. 12-747, and

WHEREAS, proper notice was published in the official City newspaper once at least twenty (20) days prior to the public hearing on the proposed amendment to the City of Gardner Comprehensive Plan; and

WHEREAS, the Planning Commission held a public hearing on the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover

Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation including the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan on February 25, 2020, at which public comments were encouraged; and

WHEREAS, the Gardner Planning Commission is recommending to the Governing Body the Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and adopting and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, in accordance with K.S.A. 12-747

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Gardner, Kansas, hereby adopts the proposed Amendments to the Comprehensive Plan for the City of Gardner, Kansas, incorporated herein by reference, amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, Chapter 11 Implementation and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and recommends adoption of same of by the Governing Body in accordance with K.S.A. 12-747.

This Resolution, together with a certified copy of the Amendments to the Comprehensive Plan for the City of Gardner, Kansas amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and a written summary of the Planning Commission Public Hearing conducted regarding said Amendments, shall be submitted to the Governing Body pursuant to K.S.A. 12-747.

ADOPTED by the Planning Commission of the City of Gardner, Kansas this 25th day of February, 2020.

_____	_____
Scott Boden, Chairman	Larry J. Powell, Secretary

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: MAY 4, 2020
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance authorizing the issuance and delivery of $[29,150,000] principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance authorizing the issuance and delivery of approximately $29,150,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Background/Description of Item:
At the April 6, 2020 meeting, the Governing Body approved Resolution No. 2051 authorizing the offer for sale of approximately $29,150,000 in Series 2020A General Obligation Bonds.

The estimated principal amount of the 2020A bonds to fund the water treatment plant expansion project is $25,230,000. The bonds will have a 20-year term.

The estimated principal amount of the 2020A bonds to fund the smart meters project is $3,920,000. The bonds will have a 10-year term.

Under Kansas law, general obligation bonds are required to be authorized by an ordinance of the City. The attached ordinance authorizes the issuance of the bonds, describes the security for the bonds (general obligations of the City backed by the City's full faith and credit), includes a covenant by the City to comply with applicable federal tax requirements to maintain the tax-exempt status of the bonds, and authorizes the further details of the bonds to be included in a resolution of the City. *(Approval of the referenced resolution is the next council action after approving this ordinance.)*

Some information that will be included in the final version of this ordinance (and the following resolution), including the final principal amount, is not available until after bids are received and the determination of the best bid is made. The information that will be obtained from the best bid is bracketed or left blank. At the meeting, staff will notify the Governing Body of the amounts to include in the ordinance and resolution before the Governing Body considers approval of either.

At the meeting, staff will present the credit rating the City received from Standard & Poor's Ratings Services and the bids from the sale. Financial Advisor Bruce Kimmel of Ehlers and Bond Counsel Tyler Ellsworth of Kutak Rock will be available to answer any questions.

Financial Impact:
Annual debt service for the water treatment plant expansion will come from the Water Fund. Annual debt service for the smart meters will be split between the Electric Fund (75%) and the Water Fund (25%).

Attachments Included:

- Ordinance No. 2662

Suggested Motion:
Adopt Ordinance No. 2662, an ordinance authorizing the issuance and delivery of $[29,150,000] principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

ORDINANCE NO. 2662

AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF $[29,150,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2020A, OF THE CITY OF GARDNER, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.

WHEREAS, the City of Gardner, Kansas (the "City"), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the "State");

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, Charter Ordinance No. 12 of the City, all as amended or supplemented, and other provisions of the laws of the State applicable thereto, by proceedings had, the Governing Body of the City has caused the following improvements (the "Improvements") to be made in the City:

(a) Improvements to the City's Hillsdale Water Treatment Plant authorized by Ordinance No. 2619; and

(b) Smart meters and related improvements to the City's electric and water utility systems authorized by Ordinance No. 2637;

WHEREAS, the Governing Body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements;

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses is at least $[29,150,000];

WHEREAS, the Governing Body of the City has advertised the sale of its general obligation bonds in accordance with the law and at a meeting held in the City on this date, has or will award the sale of such bonds to the lowest bidder; and

WHEREAS, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of $[29,150,000] to pay the costs of the Improvements, including the costs of issuance of the Bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms.

"**Bond and Interest Fund**" means the Bond and Interest Fund of the City for its general obligation bonds.

"**Bonds**" means the City's General Obligation Bonds, Series 2020A, authorized by this Ordinance in the aggregate principal amount of $[29,150,000], and dated May 28, 2020.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk or, in the City Clerk's absence, the appointed acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer or, in the City Treasurer's absence, the appointed acting City Treasurer of the City.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"**Improvements**" means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the appointed acting Mayor of the City.

"**Ordinance**" means this Ordinance of the City authorizing the issuance of the Bonds.

"**Resolution**" means the Resolution of the City containing the terms and details of the Bonds.

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

Section 2. Authorization of and Security for the Bonds. There shall be issued and are authorized and directed to be issued the Bonds of the City, in the principal amount of $[29,150,000], for the purpose of providing funds to pay the cost of the Improvements, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

Section 4. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

Section 5. Tax Covenants. The City covenants and agrees that: (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (3) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; (4) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" as described in the Code.

Section 6. Further Authority. The Mayor, Finance Director, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

PASSED by the Governing Body of the City on May 4, 2020.

APPROVED by the Mayor on May 4, 2020.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

_____
City Clerk

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: MAY 4, 2020
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $[29,150,000] principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution prescribing the form and details of and authorizing the delivery of approximately $29,150,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Background/Description of Item:
Following the passing of the ordinance authorizing the issuance and delivery of the bonds, this resolution is the second step to complete the transactions for the sale of the bonds.

The resolution provides the details of the bond issue including such items as the principal and interest payment dates and amounts, the rate of interest, identification of the paying agent and bond registrar (the State Treasurer of Kansas), optional redemption rights, bond registration and transfer provisions and similar information relating to the mechanics of how the bond issue works. The resolution also provides for the creation of certain funds and accounts relating to bond proceeds and money used to pay the debt service on the bonds and includes provisions relating to the administration of such funds and accounts. The resolution further describes the rights and limitations of rights of the owners of the bonds and provides an agreement by the City to disclose certain information to the marketplace about the events relating to the bonds and the City's financial and operating data as long as the bonds remain outstanding.

As noted previously, some information that will be included in the final version of the resolution, including the principal amount, is not available until after bids are received and the determination of the best bid is made. The information that will be obtained from the best bid is bracketed or left blank in the resolution included in the agenda packet and will be completed after the bond sale. At the meeting, staff will notify the Governing Body of the amounts to include in the resolution before the Governing Body considers approval.

The attached resolution authorizes all preparations to facilitate sale and issuance of the bonds.

Bond Counsel Ellsworth and Municipal Advisor Kimmel will be available at the meeting to answer any questions.

Financial Impact:
Annual debt service for the water treatment plant expansion will come from the Water Fund. Annual debt service for the smart meters will be split between the Electric Fund (75%) and the Water Fund (25%).

Attachments Included:

- Resolution No. 2053

Suggested Motion:

Adopt Resolution No. 2053, a resolution prescribing the form and details of and authorizing the delivery of $[29,150,000] principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

RESOLUTION NO. 2053

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF $[29,150,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2020A, OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Gardner, Kansas (the "City"), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions of, and to make certain covenants with respect to, the issuance of the Bonds;

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

ARTICLE I
DEFINITIONS

Section 1.01. Definitions of Words and Terms.

"**Act**" shall mean the Constitution and Statutes of the State including, but not limited to, Article 12, Section 5, of the Kansas Constitution, and Charter Ordinance No. 12 of the City, all as amended or supplemented.

"**Authorized Costs**" means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

"**Authorized Denominations**" means $5,000 and any integral multiple thereof.

"**Authorized Investments**" means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

"**Beneficial Owner**" means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

"**Bond and Interest Fund**" means the Bond and Interest Fund of the City for its general obligation bonds.

"**Bond Counsel**" means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

"**Bond Insurer**" means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on *Exhibit B* to this Resolution.

"**Bond Register**" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"**Bond Registrar**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Bonds**" or "**Series 2020A Bonds**" means the City's General Obligation Bonds, Series 2020A, in the aggregate principal amount of $[29,150,000], and dated May 28, 2020.

"**Business Day**" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

"**Cede & Co.**" shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk of the City or, in the City Clerk's absence, the appointed acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer of the City or, in the City Treasurer's absence, the appointed acting City Treasurer of the City.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"**Costs of Issuance**" shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

"**Defaulted Interest**" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"**Final Official Statement**" means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

"**Improvement Fund**" means the fund by that name created in Section 5.01.

"**Improvements**" means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

"**Interest Payment Dates**" means April 1 and October 1 of each year, commencing April 1, 2021.

"**Letter of Instructions**" means the Arbitrage Letter of Instructions (dated as of the date of issuance of the Bonds) attached to the City's Closing Certificate to be delivered at the time of issuance and delivery of the Bonds relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

"**Maturity**" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided therein, whether at the Stated Maturity or call for redemption or otherwise.

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the appointed or acting Mayor of the City.

"**Municipal Bond Insurance Policy**" shall mean, if applicable, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds.

"**Ordinance**" means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

"**Original Purchaser**" means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

"**Outstanding**" means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

(a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

"**Owner**" when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

"**Participants**" shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"**Paying Agent**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Person**" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

"**Preliminary Official Statement**" means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

"**Principal and Interest Account**" means the account by that name created in Section 5.01.

"**Purchase Price**" means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

"**Rebate Fund**" means the fund by that name created in Section 5.01.

"**Record Dates**" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

"**Redemption Date**" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Resolution.

"**Redemption Price**" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"**Replacement Bonds**" shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

"**Resolution**" means this Resolution relating to the Bonds.

"**SEC Rule**" means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

"**Securities Depository**" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"**Special Record Date**" means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

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

"**State Treasurer**" means the elected Treasurer of the State or, in the Treasurer's absence, the appointed acting Treasurer of the State.

"**Stated Maturity**" when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

"**Substitute Improvements**" means the substitute or additional improvements authorized pursuant to Section 6.04 of this Resolution.

"**Term Bonds**" means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

"**United States Government Obligations**" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II
DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements, including payment of the Costs of Issuance of the Bonds.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated May 28, 2020, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds. The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended; (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile

signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any

such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 2.07. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 2.09. Delivery of the Bonds. The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III
REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing October 1, 2030, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2029, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Section 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

(a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than $5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall

instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds and to the Bond Insurer, if any, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

ARTICLE IV
FORM OF THE BONDS

Section 4.01. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

ARTICLE V
ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

(a) Improvement Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2020A;

(b) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Bonds, Series 2020A; and

(c) Rebate Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2020A.

Section 5.02. Administration of Funds and Accounts. The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

ARTICLE VI
APPLICATION OF BOND PROCEEDS

Section 6.01. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

(a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*; and

(b) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund.

Section 6.02. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including the Costs of Issuance.

Section 6.03. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements shall be transferred immediately to the Principal and Interest Account.

Section 6.04. Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement; and (d) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VII
PAYMENT OF THE BONDS

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 7.03. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VIII
DEPOSITS AND INVESTMENT OF FUNDS

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 8.03. Deposits Into and Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited pursuant to the Letter of Instructions. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and no Owner of any Bonds shall have any right in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated herein by reference).

(b) Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions. Pursuant to the Letter of Instructions, the City shall remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Resolution, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, Section 12.02, and the Letter of Instructions shall survive the defeasance or payment in full of the Bonds.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01. Remedies. The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time

Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 9.03. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X
AMENDMENTS

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;

(b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;

(c) To conform this Resolution or the Bonds to the Code or future applicable federal law concerning tax-exempt obligations; or

(d) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

(a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;

(b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or

(c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE XI
DEFEASANCE

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XII
TAX COVENANTS

Section 12.01. General Covenants.

(a) The City covenants and agrees that:

(i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that:

(i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds;

(ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 12.02. Rebate Covenants. The City covenants and agrees that it will pay or provide for the payment of from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Letter of Instructions. Notwithstanding anything to the contrary contained in this Resolution, the Letter of Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. This covenant shall survive payment in full or defeasance of the Bonds.

Section 12.03. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

ARTICLE XIII
DISCLOSURE

Section 13.01. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is "deemed final" by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 13.02. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure

Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.01. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

Section 14.02. Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 14.03. Further Authority. The Mayor, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 14.04. Governing Law. This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 14.05. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

(Remainder of Page Intentionally Left Blank)

ADOPTED by the Governing Body of the City on May 4, 2020.

Signed by the Mayor on May 4, 2020.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

_____
City Clerk

EXHIBIT A
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, ("DTC"), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED NUMBER R-__ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF GARDNER

GENERAL OBLIGATION BOND
SERIES 2020A

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
_____%	October 1, ____	May 28, 2020	365591 __ _

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the "Owner"), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing April 1, 2021 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond

on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "Record Dates"). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated "General Obligation Bonds, Series 2020A," in an aggregate principal amount of $[29,150,000] (the "Bonds") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the "Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, Article 12, Section 5, of the Constitution of the State of Kansas, Charter Ordinance No. 12 of the City, all as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing on October 1, 2030, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2029, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[Sinking Fund Redemption. Each of the Bonds maturing on October 1 in the years ____, and ____ (the "Term Bonds") shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner, or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

_____
City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of May 28, 2020.

WITNESS my hand and official seal.

By _____
City Clerk

(Seal)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

CERTIFICATE OF STATE TREASURER
OFFICE OF THE TREASURER, STATE OF KANSAS

I, JAKE LATURNER, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

By _____
Treasurer of the State of Kansas

(Seal)

BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____

(Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution)

By _____
Name _____
Title _____

EXHIBIT B
ADDITIONAL TERMS OF THE BONDS

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below.

["**Bond Insurer**" means _____.]

["**Municipal Bond Insurance Policy**" means _____.]

"**Ordinance**" means Ordinance No. ____ of the City authorizing the issuance of the Bonds.

"**Original Purchaser**" means [Original Purchaser, Original Purchaser location], the original purchaser of the Bonds.

"**Purchase Price**" for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery[, plus a premium of $_____][, less a discount of $_____].

["**Term Bonds**" shall mean the ____ Term Bonds and the ____ Term Bonds.

"**____ Term Bonds**" shall mean the Bonds maturing in the year ____.

"**____ Term Bonds**" shall mean the Bonds maturing in the year ____.]

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Interest Rate	Stated Maturity October 1	Principal Amount	Interest Rate
2021	$	%	2031	$	%
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		

[TERM BONDS

Stated Maturity October 1	Principal Amount	Interest Rate
	$	

Each of the 20__ Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Principal Amount	Due October 1
$	*

*Final Maturity.

Each of the 20__ Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Principal Amount	Due October 1
$	*

*Final Maturity.]

Premium. The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is $0.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: MAY 4, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an Ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (taxable under federal law), Series 2020 (Main Street Market Place), in the principal amount of not to exceed $9,500,000 for the purpose of financing the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds.

Strategic Priority: Promote Economic Development, Fiscal Stewardship, Quality of Life

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance authorizing the City to issue IRBs in the principal amount not to exceed $9,500,000 for the purpose of financing the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of bonds.

Background/Description of Item:
At the February 18, 2019 meeting, Council adopted Resolution No. 2010 stating the City's intent to issue future IRBs in the principal amount of approximately $19,390,000 for the Main Street Market Place project, commonly referred to as the "Price Chopper" project to finance a portion of the costs of acquiring, constructing and equipping an approximately 60,000 sq. ft. grocery store, the redevelopment of an existing grocery store, and the development of two pad sites.

The developer of the project has indicated that construction of the new grocery store is nearly complete, but redevelopment of the existing grocery store will be deferred. The developer has requested that one series of IRBs in an amount not to exceed $9,500,000 be issued now to finance a portion of the cost of the new grocery store. When redevelopment of the existing grocery store moves forward, Council will be asked to consider a resolution of intent to issue a second series of IRBs to finance this portion of the project.

Council will note this language from Section 2 Authorization of and Security for the Bonds of the attached ordinance, "[…] The Bonds shall not be general obligations of the City, nor constitute a pledge of the full faith and credit of the City and shall not be payable in any manner by taxation."

Council's act of passing this ordinance authorizes both the issuance of the IRBs and the execution of the associated documents necessary to complete the issuance of the IRBs, as identified in the 6th "Whereas" recital including a briefly stated purpose for each document. These documents are attached for Council's review, but do not require separate action.

The City's bond counsel, Tyler Ellsworth of Kutak Rock, will be available to answer any questions.

Financial Impact:
The bonds shall not be a general obligation of the issuer/City.

Attachments:

- Ordinance No. 2663 (requiring Council action)

For review only (no separate Council action required)

- Trust Indenture
- Base Lease Agreement
- Lease
- Bond Purchase Agreement

Suggested Motion:
Adopt Ordinance No. 2663, an ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (taxable under federal law), Series 2020 (Main Street Market Place), in the principal amount of not to exceed $9,500,000 for the purpose of financing a portion of the costs of the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of bonds.

ORDINANCE NO. 2663

AN ORDINANCE OF THE CITY OF GARDNER, KANSAS, AUTHORIZING THE CITY TO ISSUE INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES 2020 (MAIN STREET MARKET PLACE), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $9,500,000, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY, AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Gardner, Kansas (the "City"), is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of such facilities;

WHEREAS, the Governing Body of the City adopted Resolution No. 2010 on February 18, 2019 (the "Resolution of Intent"), indicating its intent to issue the principal amount of not to exceed $19,390,000 of industrial revenue bonds pursuant to the Act, in order to finance a portion of the costs of acquiring, constructing and equipping an approximately 60,000 square foot grocery store, the redevelopment of an existing grocery store, and the development of two pad sites, including buildings, improvements and equipment (collectively, the "Master Project"), generally located at the northwest corner of E. Main Street and N. Moonlight Road in the City, in order to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas (the "State") and the health of the citizens thereof;

WHEREAS, the developer of the Master Project, Super Market Developers, Inc., a Missouri corporation (the "Company"), has proceeded with the acquisition, construction, and equipping of the new grocery store (referred to herein as the "Project") but has indicated that redevelopment of the existing grocery store will be deferred;

WHEREAS, the Company has requested that the City issue one series of industrial revenue bonds to finance a portion of the construction of the Project now and, when redevelopment of the existing grocery store moves forward, consider a resolution of intent to issue a second series of industrial revenue bonds to finance the balance of the Master Project;

WHEREAS, the Governing Body of the City now finds and determines that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State that the City issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place) (the "Bonds"), in the principal amount not to exceed $9,500,000, to be issued for the purpose of financing the acquisition, construction and equipping the Project as more fully described in the Indenture, the Base Lease and the Lease hereinafter authorized; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds to execute and deliver: (i) a Trust Indenture dated as of May 1, 2020 (the "Indenture"), with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Bonds; (ii) a Base Lease Agreement dated as of May 1, 2020 (the "Base Lease"), pursuant to which the City will lease the Project from the Company; (iii) a Lease dated as of May 1, 2020 (the "Lease"), pursuant to which the City shall lease back the Project to the Company, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds as the same become due; and (iv) a Bond Purchase Agreement dated as of the date of issuance of the Bonds (the "Bond Purchase Agreement") providing for the sale of the Bonds by the City to the Company (collectively, (i) through (iv) are referred to as the "Bond Documents");

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

SECTION 1. Authority to Cause the Project to be Acquired, Constructed and Equipped. The City is hereby authorized to cause the Project to be acquired, constructed and equipped all in the manner and as more particularly described in the Indenture, the Base Lease and the Lease hereinafter authorized.

SECTION 2. Authorization of and Security for the Bonds. The City is hereby authorized and directed to issue the Bonds in the aggregate principal amount of not to exceed $9,500,000 for the purpose of providing funds to pay the costs of acquiring, constructing and equipping the Project. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Bonds shall be special limited obligations of the City payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The Bonds shall not be general obligations of the City, nor constitute a pledge of the faith and credit of the City and shall not be payable in any manner by taxation.

SECTION 3. Execution of Bonds and Bond Documents. The Mayor or acting Mayor of the City is hereby authorized and directed to execute the Bonds and deliver them to the Trustee for authentication on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or acting Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of and as the act and deed of the City in substantially the forms on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor or acting Mayor may approve, which approval shall be evidenced by his or her execution thereof, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk is hereby authorized and directed to attest the execution of the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the City's official seal.

SECTION 4. Pledge of the Project and Net Earnings. The City hereby pledges the City's interest in the Project and the net earnings generated under the Lease to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to be paid within the meaning of the Indenture.

SECTION 5. Further Authority. The officials, officers, agents, and employees of the City and Kutak Rock LLP, the City's Bond Counsel, are hereby authorized and directed to take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

SECTION 6. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body of the City, approval by the Mayor, and publication in the official newspaper of the City.

PASSED by the Governing Body on May 4, 2020.

APPROVED by the Mayor on May 4, 2020.

CITY OF GARDNER, KANSAS

By: _____
Mayor

{Seal}

ATTEST:

_____
City Clerk

CITY OF GARDNER, KANSAS

AS ISSUER

AND

UMB BANK, N.A.
KANSAS CITY, MISSOURI

AS TRUSTEE

TRUST INDENTURE

DATED AS OF MAY 1, 2020

NOT TO EXCEED $9,500,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2020
(MAIN STREET MARKET PLACE)

Table of Contents

Page

Parties 1
Recitals 1
Granting Clauses 2

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms 3
Section 102. Rules of Interpretation 3

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds.....3
Section 202. Limited Nature of Obligations 4
Section 203. Denomination, Numbering and Dating of Bonds 4
Section 204. Method and Place of Payment of Bonds 5
Section 205. Execution and Authentication of Bonds 5
Section 206. Registration, Transfer and Exchange of Bonds 6
Section 207. Persons Deemed Owners of Bonds 7
Section 208. Authorization of Series 2020 Bonds 7
Section 209. Authorization of Additional Bonds 9
Section 210. Temporary Bonds 11
Section 211. Mutilated, Lost, Stolen or Destroyed Bonds 11
Section 212. Cancellation and Destruction of Bonds Upon Payment 11

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally 12
Section 302. Redemption of Series 2020 Bonds 12
Section 303. Selection of Bonds to be Redeemed 13
Section 304. Trustee's Duty to Redeem Bonds 13
Section 305. Notice of Redemption 13
Section 306. Effect of Call for Redemption 14

ARTICLE IV
FORM OF BONDS

Section 401. Forms Generally.....14

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund 15
Section 502. Deposits into the Project Fund 15
Section 503. Disbursements from the Project Fund 15
Section 504. Disposition Upon Completion of the Bond Improvements 16
Section 505. Disposition Upon Acceleration 16

ARTICLE VI
REVENUES AND FUNDS

Section 601. Creation of the Principal and Interest Payment Account 16
Section 602. Deposits into the Principal and Interest Payment Account 16
Section 603. Application of Moneys in the Principal and Interest Payment Account 17
Section 604. Payments Due on Saturdays, Sundays and Holidays 17
Section 605. Nonpresentment of Bonds.....18

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust 18
Section 702. Investment of Moneys in Funds 18
Section 703. Record Keeping 19

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal of, Premium, if any, and Interest on the Bonds 19
Section 802. Authority to Execute Indenture and Issue Bonds 19
Section 803. Performance of Covenants.....19
Section 804. Instruments of Further Assurance.....20
Section 805. Maintenance, Taxes and Insurance.....20
Section 806. Inspection of Project Books.....20
Section 807. Enforcement of Rights Under the Lease 20
Section 808. Possession and Use of Project.....20

ARTICLE IX
REMEDIES ON DEFAULT

Section 901. Acceleration of Maturity in Event of Default 20
Section 902. Exercise of Remedies by the Trustee.....21
Section 903. Limitation on Exercise of Remedies by Bondowners.....21
Section 904. Right of Bondowners to Direct Proceedings 22
Section 905. Remedies Cumulative.....22

Section 906. Waivers of Events of Default 22
Section 907. Application of Moneys in Event of Default 23

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts 24
Section 1002. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent 26
Section 1003. Notice to Bondowners if Default Occurs 26
Section 1004. Intervention by the Trustee 26
Section 1005. Successor Trustee Upon Merger, Consolidation or Sale 26
Section 1006. Resignation of Trustee 26
Section 1007. Removal of Trustee 27
Section 1008. Qualifications of Successor Trustee 27
Section 1009. Vesting of Trusts in Successor Trustee 27
Section 1010. Right of Trustee to Pay Taxes and Other Charges 27
Section 1011. Trust Estate May Be Vested in Co-trustee 28
Section 1012. Annual Accounting 28
Section 1013. Recordings and Filings 28
Section 1014. Performance of Duties under the Base Lease and the Lease 29

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners 29
Section 1102. Supplemental Indentures Requiring Consent of Bondowners 29
Section 1103. Company's Consent to Supplemental Indentures 29

ARTICLE XII
BASE LEASE AND LEASE AMENDMENTS

Section 1201. Base Lease and Lease Amendments 30

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of the Indenture 30
Section 1302. Bonds Deemed to be Paid 30

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners 31
Section 1402. Limitation of Rights Under the Indenture 32
Section 1403. Notices 32

Section 1404. Suspension of Mail Service 32
Section 1405 Severability 32
Section 1406. Execution in Counterparts.....32
Section 1407. Electronic Storage.....33
Section 1408. Governing Law 33

Signatures and Acknowledgments 34

Appendix A - Form of Bonds
Appendix B - Glossary of Words and Terms
Schedule I - Description of Property

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of May 1, 2020 (the "Indenture"), between the City of Gardner, Kansas (the "Issuer"), and UMB Bank, N.A. (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to such authorization, the Issuer's Governing Body has passed an ordinance authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place), in the principal amount not to exceed $9,500,000 (the "Series 2020 Bonds"), for the purpose of financing the cost of acquiring, constructing and equipping a commercial facility which will operate as a grocery store and include real estate, building, improvements and equipment generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City (the "Improvements"), and authorizing the Issuer to lease the Project (as hereinafter more fully described) to Super Market Developers, Inc., a Missouri corporation (the "Company"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2020 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Base Lease Agreement of even date herewith (the "Base Lease") to lease from the Company certain real property (the "Land") on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project") and (iii) to enter into a Lease of even date herewith (the "Lease"), between the Issuer and the Company, pursuant to which Issuer shall lease back the Project to the Company, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2020 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2020 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate created in this Indenture made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued under this Indenture, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2020 Bonds, subject to these terms, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts created in this Indenture, the purchase and acceptance of the Series 2020 Bonds by the Original Purchaser, and of other good and valuable consideration, the receipt of which is acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions in this Indenture and in the Bonds contained, does pledge and assign unto the Trustee and its successors and assigns, the property described in paragraphs (a), (b) and (c) below (said property being referred to as the "Trust Estate"), to wit:

(a) The Issuer's leasehold interest in the real property situated in Johnson County, Kansas, described in *Schedule I* attached and constituting the "Land" (as defined herein), with all Improvements (as defined in this Indenture) now or hereafter located thereon, to the extent and subject to the limitations provided in the Lease.

(b) All right, title and interest of the Issuer in, to and under the Base Lease and Lease (except the Unassigned Issuer's Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Lease; provided that the pledge and assignment made shall not impair or diminish the obligations of the Issuer under the provisions of the Lease.

(c) All moneys and securities from time to time held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone in its behalf, or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges pledged and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and assigns;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions set forth in this Indenture, for the equal and proportionate benefit, protection and security of all Bonds issued and Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment of (as provided in Article XIII of this Indenture), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions of this

Indenture, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured under this Indenture are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, the capitalized words and terms used in this Indenture and in the Lease shall have the meanings assigned in the Glossary attached hereto as *Appendix B*, unless some other meaning is plainly intended.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions of this Indenture.

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Gardner, Kansas Industrial Revenue Bonds (Taxable

Under Federal Law), Series 2020 (Main Street Market Place)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of bonds that may be issued hereunder is expressly limited to an amount not to exceed $9,500,000 principal amount of the Series 2020 Bonds and any Additional Bonds permitted under the terms of this Indenture.

Section 202. Limited Nature of Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof), and proceeds from sale of the Issuer's leasehold interest in the Project and insurance and condemnation awards, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Bondowners, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest, nor any judgment on or with respect to the Bonds, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation of the State, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation in this Indenture or imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts therefrom as provided above. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance of the Bonds.

Section 203. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall be fully registered bonds in the Authorized Denominations, not exceeding the principal amount of the Bonds maturing on the Principal Payment Date. The Bonds shall be substantially in the form set forth in Article IV of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) The Bonds of each series of Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be the Dated Date of such series of Bonds; provided, however, that if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any Bond certificates issued in lieu of Bonds surrendered for transfer or exchange, the effective date

of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 204. Method and Place of Payment of Bonds. Payment of the principal of each Bond shall be made by the Trustee on the Principal Payment Date to the person appearing on the registration books of the Issuer maintained by the Trustee as the Registered Owner by check or draft mailed to such Bondowner at the address appearing on such registration books. Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the stated maturity or earlier required redemption of the Bonds at the corporate trust office of the Paying Agent or at such other office designated by the Paying Agent. The interest payable on the Bonds on the Interest Payment Date shall be paid by check or draft mailed to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by the Trustee, or at such other address as is furnished in writing by such Owner to the Paying Agent at the close of business on the Record Date for such interest. Notwithstanding the foregoing, the principal, redemption price of, and the interest on the Bonds is payable by electronic transfer in immediately available federal funds pursuant to written instructions from any Bondowner provided by the Owner to the Paying Agent not less than 5 days prior to the Record Date for such interest, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Bondowner's account at such bank and shall also acknowledge a wire transfer fee payable by such Bondowner. In addition, as provided in the Lease, the Bonds may be paid or deemed to be paid by presentation of the Bonds to the Trustee for cancellation, or in such other manner as provided by the Trustee.

Section 205. Execution and Authentication of Bonds.

(a) Bond certificates shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed to or imprinted on the certificates. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be an officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by the persons whom at the actual time of the execution of such Bond certificate shall be the proper officers to sign although on the date of issuance of such Bond such persons may not have been such officers.

(b) The Bonds shall have an endorsed Certificate of Authentication substantially in the form set forth in Article IV of this Indenture, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the

Certificate of Authentication on all of the Bond certificates that may be delivered under this Indenture at any one time.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Series 2020 Bonds may only be transferred (1) to the Issuer or the Company, (2) with the written consent of the Issuer pursuant to a registration statement which has been declared effective under the 1933 Act, or (3) with the written consent of the Issuer to institutional "accredited investors" as defined in Rule 501(a) under the 1933 Act, or QIBs. By its acceptance of a Series 2020 Bond, each transferee of a Series 2020 Bond (except for the Issuer and the Company) will be deemed to (1) have represented that the Series 2020 Bonds are being acquired for investment and not with a view to distribution and (a) it is an institutional accredited investor or a fiduciary or agent (other than a United States bank or savings and loan association) that is acting on behalf of an institutional accredited investor, or (b) it is a QIB acting on behalf of itself or another QIB (and, if it is a QIB, acknowledges that it is aware that the seller may rely on an exemption from the provisions of Section 5 of the 1933 Act pursuant to Rule 144A), and (2) have agreed that any resale of the Series 2020 Bond will be made only in a transaction exempt from registration under the 1933 Act and only to an institutional accredited investor or to a QIB in a transaction made pursuant to Rule 144A under the 1933 Act, to the Issuer or the Company or pursuant to an effective registration statement filed under the 1933 Act or pursuant to another available exemption from registration under the 1933 Act. Each Series 2020 Bond will bear a legend containing substantially the information set forth in this paragraph.

(b) The Trustee, the Issuer and the Original Purchaser shall have the right, prior to any offer, sale or transfer of the Series 2020 Bonds other than to the Issuer or the Company, to require the delivery of an opinion of counsel, certifications or other information satisfactory to each of them with respect to the lawfulness of such offer, sale or transfer.

(c) Bonds may be transferred only upon the books maintained by Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Bondowner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond Certificate(s), registered in the name of the transferee, of any Authorized Denominations in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Bondowner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Bondowner.

(d) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall immediately be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse

it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Bondowner before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion of the Bonds has been selected for redemption.

(e) All of the duties of the Trustee set forth in this Section 206 may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

Section 207. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of, premium, if any, and, interest on any such Bond shall be made only to or upon the order of such Registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of Series 2020 Bonds.

(a) There shall be initially issued and secured pursuant to this Indenture a series of Bonds in the principal amount not to exceed $9,500,000 for the purpose of providing funds to pay Project Costs, which series of Bonds shall be designated the "City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place)." The Series 2020 Bonds shall be dated the Dated Date, shall become due on the Principal Payment Date and in the principal amount (subject to prior redemption as provided in Article III of this Indenture) and shall bear interest from their Dated Date or the Interest Payment Date to which interest has been paid, which interest shall accrue on the Outstanding principal amount of the Series 2020 Bonds as shown on *Schedule A* to the Bond at the Interest Rate and shall mature on the Maturity Date. The Series 2020 Bonds shall be issued as a single bond in the Authorized Denomination.

The Trustee shall, and is hereby irrevocably authorized by the Issuer, to endorse *Schedule A* to the Series 2020 Bond to evidence the funding of proceeds from the sale of the Series 2020 Bonds and the payment of principal of and interest on the Series 2020 Bonds, and each such notation and the principal amount shown on *Schedule A* shall be conclusive of the outstanding principal amount owing with respect to such Series 2020 Bonds, in the absence of manifest error; provided, however, that the Issuer's obligations shall not be affected by any failure to endorse *Schedule A* correctly or at all.

(b) Interest on the Bonds shall be payable to the Owners on the Interest Payment Date in accordance with the provisions of Article II of this Indenture.

(c) The Trustee is designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series 2020 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2020 Bonds.

(d) Upon the original issuance and delivery of the Series 2020 Bonds, the effective date of registration shall be their Dated Date.

(e) The Series 2020 Bonds shall be substantially in the form and manner set forth in Article IV of this Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the ordinance enacted by the Issuer's Governing Body authorizing the issuance of the Series 2020 Bonds and the execution of this Indenture, the Base Lease and the Lease.

(ii) An original executed counterpart of this Indenture.

(iii) An original executed counterpart of the Base Lease.

(iv) An original executed counterpart of the Lease.

(v) An opinion of Bond Counsel to the effect that the Series 2020 Bonds constitute valid and legally binding obligations of the Issuer and that the interest on the Series 2020 Bonds is exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein.

(vi) An opinion of counsel to the Company and the Original Purchaser to the effect that the Base Lease, the Lease and the Bond Purchase Agreement constitute valid and legally binding obligations of the Company and the Original Purchaser, as applicable, together with such other opinion as the Trustee shall require.

(vii) An original executed counterpart of the Bond Purchase Agreement.

(viii) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2020 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2020 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2020 Bonds to or upon the order of the Original Purchaser, but only upon payment to the Trustee of the Purchase Price of the Series 2020 Bonds. The Original Proceeds, including accrued interest and premium, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article V of this Indenture.

Section 209. Authorization of Additional Bonds.

(a) With the consent of the Owners of all Outstanding Bonds, Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2020

Bonds and any other Additional Bond Outstanding at any time and from time to time, upon compliance with the conditions provided in this Section, for any of the following purposes:

(i) To provide funds to pay all or any part of the costs of repairing, replacing or restoring Improvements in the event of damage, destruction or condemnation to or thereof.

(ii) To provide funds to pay all or any part of the costs of acquisition, construction or equipping of such additional Land or Improvements as the Company may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act.

(iii) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium and interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Issuer's Governing Body, in its sole discretion, shall enact an ordinance (i) authorizing the issuance of such Additional Bonds, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded, (ii) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of providing for the issuance of and securing such Additional Bonds and, if required, (iii) authorizing the Issuer to enter into a supplemental lease with the Company to provide for rental payments at least sufficient to pay the principal of, premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the acquisition, purchase, construction or installation of additional Improvements, for the inclusion of any such addition, expansion or modification as a part of the Project, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2020 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of Article III of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2020 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

(d) Such Additional Bonds shall be substantially in the form and executed in the manner set forth in this Article and Article IV of this Indenture and certificates representing such Bonds shall be deposited with the Trustee for authentication, but prior to or simultaneously with

the authentication and delivery of such Bond certificates by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the ordinance enacted by the Issuer's Governing Body authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture and the appropriate amendments or supplements to the Lease.

(ii) An original executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds.

(iii) An original executed counterpart of the amendment or supplement to the Base Lease and/or Lease, if required.

(iv) In the case of Additional Bonds being issued to refund Outstanding Bonds, such additional documents as shall be reasonably required by the Trustee to establish that provision has been made for the payment of all of the Bonds to be refunded in accordance with the provisions of Article XIII of this Indenture.

(v) The written consent of the Owners of all of the Bonds.

(vi) Such other instructions, certificates, opinions, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the Purchase Price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in Article V of this Indenture and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds, (excluding accrued interest and premium, if any, which shall be deposited in the Principal and Interest Payment Account) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided in Section 1302 of this Indenture and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

(f) Except as provided in this Section, the Issuer will not otherwise issue any obligations ratably secured and on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the Company.

Section 210. Temporary Bonds.

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds, in the form of fully registered Bonds in the Authorized Denominations, substantially of the tenor set forth above and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its corporate trust office or at such other office as the Trustee shall designate of any temporary Bond shall cancel the same and authenticate and deliver in exchange for, without charge to the Owner, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated under the terms of this Indenture.

Section 211. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender of the certificate. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection with the issuance.

Section 212. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender of the certificates to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so delivered or destroyed, and shall file executed counterparts of such certificate with the Issuer and the Company.

ARTICLE III
REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2020 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds; provided, however, no provision shall be made with respect to the redemption of any Additional Bonds which would result in, or constitute the creation of, a preference or priority of such Additional Bonds over the Series 2020 Bonds.

Section 302. Redemption of Series 2020 Bonds. The Bonds shall be subject to redemption as follows:

(a) Extraordinary Optional Redemption. In the event of a Change of Circumstances, the Series 2020 Bonds shall be subject to redemption and payment prior to the stated maturity, at the option of the Issuer, upon instructions from the Company, on any date at the par value of the principal amount, plus accrued interest to the redemption date, without premium, provided all of the Series 2020 Bonds are so redeemed and paid according to their terms.

(b) Optional Redemption. The Series 2020 Bonds shall be subject to redemption and payment prior to maturity, in whole or in part, at any time, at the option of the Issuer, which option shall only be exercised upon instructions from the Company, at the redemption price of the par value of the principal amount, without premium.

(c) Extraordinary Mandatory Redemption. The Series 2020 Bonds are subject to extraordinary mandatory redemption in whole by the Issuer in the event the Base Lease and the Lease are terminated for any reason.

At its option, the Company may deliver to the Trustee for cancellation, the Series 2020 Bonds in any aggregate principal amount desired and receive a credit in respect to the payment of the applicable portion of the principal amount thereof pursuant to this Section. Such credit shall only apply to the extent the applicable principal portion of such Series 2020 Bonds has not been previously canceled by the Trustee or previously applied as a credit against any redemption or payment obligation hereunder. Each Series 2020 Bond so delivered shall be credited at 100% of the Outstanding principal amount on the obligation of the Issuer on the next redemption or payment date, and any excess of such amount shall be credited on future redemption or payment obligations for such Series 2020 Bonds. The cancellation of Series 2020 Bonds pursuant to this Section shall not result in Series 2020 Bonds Outstanding being in any amount less than an Authorized Denomination.

If the Company intends to exercise the option granted by the preceding paragraph, the Company will furnish the Trustee and the Issuer with a certificate signed by its Authorized Company Representative indicating what portion of the principal amount of the Series 2020 Bonds will be cancelled and applied as a credit against redemption or payment obligations. Notwithstanding any provision herein to the contrary, it is the intent of the parties that ownership

of the Bonds by the Company does not, in and of itself, extinguish the obligation for payment of the principal of and interest on the Bonds.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in amounts resulting in Bonds Outstanding for a series being in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity, such Bonds shall be redeemed in the manner selected by the Trustee. Bonds of less than a full maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) No portion of a Bond may be redeemed that would result in a Bond which is smaller than the then permitted minimum Authorized Denomination. For this purpose, the Trustee shall consider each Bond in a denomination larger than the minimum Authorized Denomination permitted by the Bonds at the time to be separate Bonds each in the minimum Authorized Denomination. Provisions of this Indenture that apply to Bonds called for redemption also apply to portions of Bonds called for redemption. If it is determined that one or more, but not all, of the face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or such Owner's attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the redemption date) of the portion of the Bonds called for redemption, and (2) for exchange, without charge to the Owner of the Bond, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 304. Trustee's Duty to Redeem Bonds. The Trustee shall call Bonds for mandatory redemption immediately upon receipt of written advice from the Issuer that the event giving rise to mandatory redemption has occurred, and stating the redemption date. Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Bondowners (unless waived) as provided in this Indenture. The Trustee shall call Bonds for redemption and payment as provided in this Indenture and shall give notice of redemption as provided in Section 305 of this Indenture upon receipt by the Trustee at least 45 days prior to the proposed redemption date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Company. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided in this Indenture, no instructions from the Company shall be necessary.

Section 305. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first-class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption (unless waived) to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure

to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the date of redemption, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of the Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the redemption date. A copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed, if CUSIP numbers were assigned to the Bonds; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 306. Effect of Call for Redemption. On or prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, plus accrued interest to the redemption date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in Section 305 of this Indenture, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV
FORM OF BONDS

Section 401. Forms Generally. The Series 2020 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legend or text as may be necessary or

appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Gardner, Kansas Project Fund (Main Street Market Place)."

Section 502. Deposits into the Project Fund. The following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

(a) The proceeds from the sale of the Series 2020 Bonds, excluding such amounts, if any, as are required to be paid into the Principal and Interest Payment Account pursuant to Section 602 of this Indenture, but including the initial funding of the Purchase Price for the Series 2020 Bonds and all subsequent advances made pursuant to the Bond Purchase Agreement.

(b) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to Section 702 of this Indenture.

(c) The proceeds from the sale of any Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds) (excluding such amounts thereof required to be paid into the Principal and Interest Payment Account pursuant to Section 602 of this Indenture).

(d) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Lease.

(e) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Lease.

(f) Except as otherwise provided herein or in the Lease, any other money received by or to be paid to the Trustee from any other source for the purchase or construction, furnishing and equipping of the Project, when accompanied by directions by the Company that such moneys are to be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs in accordance with the provisions of Article V of the Lease, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a certificate of

payment of all costs filed as provided in Section 504 of this Indenture, the Trustee shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Company.

(c) In the event of casualty or condemnation, any Net Proceeds deposited in the Project Fund shall be disbursed by the Trustee in accordance with the provisions of Article XVIII of the Lease, and the Trustee covenants and agrees to disburse such moneys in accordance with such provisions.

Section 504. Disposition Upon Completion of the Bond Improvements. The completion of the Bond Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Company of the Certificate of Completion required by Section 5.6 of the Lease. As soon thereafter as practicable, but in no event later than the Completion Date, any balance remaining in the Project Fund shall without further authorization be deposited in the Principal and Interest Payment Account and applied by the Trustee solely to the payment of principal of the Bonds through the payment or redemption thereof on any Redemption Date specified in Section 302 hereof or as otherwise permissible in the opinion of Bond Counsel.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to Section 901 of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in Article IX, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Principal and Interest Payment Account by the Trustee.

ARTICLE VI
REVENUES AND FUNDS

Section 601. Creation of the Principal and Interest Payment Account. There is directed to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Gardner, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (Main Street Market Place)" (herein called the "Principal and Interest Payment Account"). The Trustee may create separate subaccounts in the Principal and Interest Payment Account for each series of Bonds issued pursuant to this Indenture.

Section 602. Deposits into the Principal and Interest Payment Account. The Trustee shall deposit into the Principal and Interest Payment Account, as and when received, the following:

(a) All accrued interest, if any, on the Series 2020 Bonds and premium, if any, paid by the Original Purchaser of the Bonds.

(b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, an additional amount from the proceeds of such Additional Bonds, such additional amount not to exceed the sum which, when added to the accrued interest and premium, if any, received from the sale of such Additional Bonds, will be sufficient to pay the interest accruing on such Additional Bonds during the estimated period of construction of the Project Additions financed through the issuance of such Additional Bonds.

(c) All Basic Rent payable by the Company to the Issuer specified in Section 3.1 of the Lease.

(d) Any amount in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 504 hereof upon completion of the Bond Improvements and any amount remaining in the Project Fund to be transferred to the Principal and Interest Payment Account pursuant to Section 505 of this Indenture upon acceleration of the maturity of the Bonds.

(e) All interest and other income derived from investments of Principal and Interest Payment Account moneys as provided in Section 702 of this Indenture.

(f) All other moneys received by the Trustee under and pursuant to any of the provisions of the Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Principal and Interest Payment Account.

Section 603. Application of Moneys in the Principal and Interest Payment Account.

(a) Except as provided in subsection (d) of this Section, moneys in the Principal and Interest Payment Account shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption prior to maturity.

(b) The Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Principal and Interest Payment Account to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal, premium, if any, and interest.

(c) The Trustee, upon written direction of the Issuer and the Company, shall use any excess moneys in the Principal and Interest Payment Account (other than investment earnings credited to such account) to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by Article III of this Indenture so long as the Company is not in Default with respect to payments of Basic Rent under the Lease and to the extent said moneys are in excess of amounts required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Company may also direct such excess moneys in the Principal and Interest Payment Account or such part of other moneys of the Company, as the Company may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Principal and Interest Payment Account after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with Article XIII of this Indenture, shall be paid to the Company by the Trustee.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal, premium, if any,

or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 605. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal becomes due, either at its stated maturity or at the date called for redemption, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Bondowner for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Bondowner, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Company the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Company, subject to the defense of any applicable statute of limitation, and the Owner of the Bond shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any additional interest.

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture, the Base Lease and the Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except interest earned on investments made pursuant to Section 702 of this Indenture and such other interest as may be agreed upon.

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Principal and Interest Payment Account shall be separately invested and reinvested by the Trustee at the written direction of the Company in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held, and except as otherwise specifically provided in this Indenture, the interest accruing on and any profit realized from such Investment Securities shall be credited to and accumulated in such fund or account, and any loss resulting from such Investment Securities shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any fund or account is insufficient for the purposes of such fund or account. In determining the balance in any fund or account, investments in such fund or account shall be valued at the lower of their original cost or their fair market value as of the most recent Payment

Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or short-term investment department. The Trustee shall have no liability for any loss experienced on any investment made pursuant to this Section.

Section 703. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of Article VI for at least five years after the payment of all of the Outstanding Bonds.

ARTICLE VIII
GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal of, Premium, if any, and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project as described in this Indenture, promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided in this Indenture and in the Bonds according to the true intent and meaning, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Bondowners to protect the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. If the Issuer is unable to procure a new tenant who will enter into such a lease, the Issuer may take such good faith action as shall be in the best interests of the Bondowners which may include the sale of the Project, and if the Project is sold, after deducting all costs of the sale, any moneys derived from such sale shall be used for the purpose of paying the principal of and interest and redemption premium, if any, on the Bonds. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The Issuer covenants that it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent set forth in this Indenture; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 803. Performance of Covenants. The Issuer covenants that it will use best efforts to endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part contained in this Indenture and in the Bonds.

Section 804. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as provided in this Indenture, the Base Lease and in the Lease, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of Articles VI, VII and X of the Lease, the Company has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, or cause to be paid, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of the Company.

Section 806. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by the Company, and such accountants or other agencies as the Trustee or the Company may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Issuer covenants and agrees that it shall authorize the Trustee to enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Base Lease and the Lease to the extent necessary to preserve the Project in good order and repair, and to protect the rights of the Trustee and the Bondowners under this Indenture with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease. The Trustee, as assignee of the Base Lease and the Lease, in its name or in the name of the Issuer shall enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Base Lease and the Lease for and on behalf of the Bondowners, whether or not the Issuer is in default under this Indenture.

Section 808. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX
REMEDIES ON DEFAULT

Section 901. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Bondowners owning not less than 100% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately

due and payable, and such principal and interest shall then become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Bondowners owning at least 100% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Bondowners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 902. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by Bondowners owning not less than 100% of the aggregate principal amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production of in any trial or other proceedings relating to, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Bondowners, and any recovery of judgment shall be for the equal benefit of the Owners of all Outstanding Bonds.

(c) In any litigation with the Company, after an Event of Default, the Trustee may, after obtaining the written approval of Bondowners owning at least 51% of the aggregate principal amount of Bonds Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Bondowners, even if such settlement involves reletting the Project for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 903. Limitation on Exercise of Remedies by Bondowners. No Bondowner shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of

a receiver or any other remedy under this Indenture, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Bondowners owning at least 51% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this Section to institute such action, suit or proceeding in its own name; and such knowledge and request are declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy under this Indenture, it being understood and intended that no one or more Bondowners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right under this Indenture except in the manner provided in this Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided here and for the equal benefit of all Bonds then Outstanding.

Section 904. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Bondowners owning at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceeding so directed would expose the Trustee to personal liability.

Section 905. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise of any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondowners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 906. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Bondowners owning at least 51% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in Section 901(b) of this Indenture. In case of any such waiver or

rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings have been taken.

Section 907. Application of Moneys in Event of Default. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be applied as follows:

FIRST: Pro rata to the payment of all fees and expenses (including but not limited to attorneys' fees) and disbursements associated with the collection of such moneys incurred by or on behalf of the Issuer or the Trustee.

SECOND: Pro rata to the payment of all advances by the Issuer or the Trustee.

THIRD: A. If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: Pro rata to the persons entitled thereto of all installments of interest then due and payable on the Bonds, with interest at the stated rate of interest on the Bonds.

Second: Pro rata to the persons entitled thereto of the unpaid principal of any of the Bonds (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture) with interest at the stated rate of interest on the Bonds.

B. If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied pro rata to the payment of the principal and interest then due and unpaid on all the Bonds to the persons entitled thereto with interest at the stated rate of interest on the Bonds.

C. If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled (under the provisions of this Article), then the moneys shall be applied in accordance with part "A" of this subsection.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is made and upon such date interest on the amount of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be

required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all of the Bonds and interest thereon have been paid under the provisions of this Section, and all fees, expenses, advances and charges of the Trustee and the Issuer have been paid, any balance remaining in the Principal and Interest Payment Account shall be paid to the Company.

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts in the manner in which a corporate trustee ordinarily would perform said trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee's duties and responsibilities shall include only those expressly set forth in this Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Indenture, the Base Lease and the Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

Upon the occurrence of an Event of Default the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available by reason of the ownership of the Project and moneys available under this Indenture, the Base Lease and the Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Bondowners relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to act upon and rely upon the opinion or advice of counsel, who may be counsel to the Trustee, the Issuer or the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(c) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture, the Base Lease or the Lease believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is a Bondowner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Mayor of the Issuer or the Authorized Company Representative as sufficient evidence of the facts therein contained, and the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representative shall have the right, upon reasonable advance notice, to inspect any and all of the Project and all books, papers and records of the Issuer and Company directly pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

(h) The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts and powers hereunder or otherwise with respect to the Project.

(i) The Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(j) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Lease, except the failure by the Company to cause to be made any of the payments required to be made under the Lease or in accordance with Article VI hereof, or the failure by the Issuer to cause compliance by the Company with the provisions of Article VI of the Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Bondowners owning 100% in aggregate principal amount of all Bonds then Outstanding.

(k) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Land or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Land, the Improvements, the Trust Estate, or any portion thereof, if, in the opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

Section 1002. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, reasonable agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Lease.

Section 1003. Notice to Bondowners if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Bondowners, as shown by the bond registration books required to be maintained by the Trustee and kept at the corporate trust office of the Trustee, unless such Event of Default has been cured or waived as of the date the Trustee becomes aware of the same.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondowners, the Trustee may intervene on behalf of the Bondowners and shall do so if requested in writing by Bondowners owning at least 51% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder without the execution or filing of any instrument or any further act

on the part of any of the parties hereto; provided, however, the Trustee shall promptly provide notice of the same to the Company and the Issuer.

Section 1006. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Company to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the prior consent of the Company, shall immediately, in writing, designate a successor Trustee; provided, however, that the Trustee's resignation shall not become effective unless and until a successor Trustee is approved and qualified. In the event the Issuer and the Company do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 1007. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer and the Company; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first-class mail. The Issuer and the Company, concurrently with giving notice to the Trustee, shall give notice by first-class mail of the proposed removal of the Trustee to all Bondowners. Unless Bondowners owning 100% of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date.

Section 1008. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to Issuer and Company.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and thereupon the duties and obligations of the predecessor shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, and upon the payment of fees and expenses owed to the predecessor, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, and the Company has failed after

30 days written notice to make such payment, the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Bondowners owning 100% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Base Lease or the Lease, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Annual Accounting. The Trustee shall render an annual accounting to the Issuer, the Company and to any Bondowner requesting the same in writing and remitting the

Trustee's reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Recordings and Filings. The parties hereto acknowledge that, if requested by the Bondowner of any series of Bonds, a Memorandum of Lease with respect to the Base Lease, a Memorandum of Lease with respect to the Lease and an Assignment of Lease with respect to the Issuer's assignment of certain rights under the Base Lease and the Lease to the Trustee will be filed with the register of deeds of Johnson County, Kansas. The Trustee agrees to file or cause to be filed any amendments to such documents or other security instruments reasonably requested by the Owners of the Bonds or the Issuer to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder; provided, however, the preparation and recording of any such documents or instruments shall be at the expense of the Company. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded by the Issuer to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements. Following the termination of the Base Lease and the Lease, upon request by the Company, the Trustee and the Issuer agree to promptly execute and record (or cause to be executed and recorded) such instruments as are necessary to release the Project from the Base Lease, the Lease and any other items of record filed under this Indenture.

Section 1014. Performance of Duties under the Base Lease and the Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Base Lease and the Lease.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Bondowners. The Issuer and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change not prejudicial to the Bondowners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;

(c) To more precisely identify the Project or to substitute or add additional property thereto;

(d) To subject to this Indenture additional revenues, properties or collateral; and

(e) To issue Additional Bonds as provided in Section 209 hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners. The Trustee and the Issuer may amend any provision of this Indenture or the Bonds with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Lease executed by the Company in connection with the issuance of Additional Bonds under Section 209 hereof shall be deemed to constitute consent of the Company to the execution of a Supplemental Indenture pursuant to Section 209 hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to Section 209 hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII
BASE LEASE AND LEASE AMENDMENTS

Section 1201. Base Lease and Lease Amendments. The provisions of the Base Lease and the Lease may be amended to the extent and upon the terms and conditions provided therein.

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of, premium, if any, and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in Section 1302 hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agents to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Principal and Interest Payment Account required to be paid to the Company under Section 603(d) hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of this Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding

or such payment provided for in accordance with Section 1302 hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and the applicable premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or cause to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until proper notice of such redemption shall have been given in accordance with Article III of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including premium thereon, if any) and interest thereon shall be applied to and used solely for the payment of the particular Bonds (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Bondowners owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledge establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Bondowners, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Company and the Bondowners as herein provided.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, or overnight delivery that provides written evidence of delivery to the Notice Representative.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; notices given by overnight delivery shall be deemed duly given as of the date on the day after they are sent. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee. Notwithstanding the foregoing provisions of this Section, notices, certificates or communications to the Trustee shall be deemed duly and fully given only upon receipt by the Trustee. The Issuer, the Trustee and the Company may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1405. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1406. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1407. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, and except as expressly authorized under Article II hereof, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

Section 1408. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied as of the date first above written.

CITY OF GARDNER, KANSAS

By_____
Mayor

(Seal)

ATTEST:

By_____
City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on May ____, 2020, by Steve Shute, Mayor, and Sharon Rose, City Clerk, respectively, of the City of Gardner, Kansas, a municipal corporation and political subdivision of the State of Kansas.

_____
Notary Public

My Appointment Expires: _____

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied, all as of the date first above written.

UMB BANK, N.A., as Trustee
Kansas City, Missouri

By: _____
Jason E. McConnell, Vice President

(Seal)

ATTEST:

By: _____
Name: _____
Title: _____

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on May __, 2020, by Jason E. McConnell, as Vice President, and _____, as _____, on behalf of UMB Bank, N.A., a national banking association.

_____
Notary Public

My Appointment Expires: _____

APPENDIX A

FORM OF BONDS

FACE OF THE BOND

THE OWNER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH BOND (1) TO THE ISSUER OR THE COMPANY, (2) WITH THE WRITTEN CONSENT OF THE ISSUER PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT"), OR (3) WITH THE WRITTEN CONSENT OF THE ISSUER TO INSTITUTIONAL "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A) UNDER THE 1933 ACT, OR QUALIFIED INSTITUTIONAL BUYERS ("QIB"). BY ITS ACCEPTANCE OF A SERIES 2020 BOND, EACH PURCHASER OF A SERIES 2020 BOND (EXCEPT FOR ISSUER AND COMPANY) WILL BE DEEMED TO (1) HAVE REPRESENTED THAT THE SERIES 2020 BONDS ARE BEING ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION AND (A) IT IS AN INSTITUTIONAL ACCREDITED INVESTOR OR A FIDUCIARY OR AGENT (OTHER THAN A UNITED STATES BANK OR SAVINGS AND LOAN ASSOCIATION) THAT IS ACTING ON BEHALF OF AN INSTITUTIONAL ACCREDITED INVESTOR, OR (B) IT IS A QIB ACTING ON BEHALF OF ITSELF OR ANOTHER QIB (AND, IF IT IS A QIB, ACKNOWLEDGES THAT IT IS AWARE THAT THE SELLER MAY RELY ON AN EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE 1933 ACT PURSUANT TO RULE 144A), AND (2) HAVE AGREED THAT ANY RESALE OF THE SERIES 2020 BOND WILL BE MADE ONLY IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE 1933 ACT AND ONLY TO AN INSTITUTIONAL ACCREDITED INVESTOR OR TO A QIB IN A TRANSACTION MADE PURSUANT TO RULE 144A UNDER THE 1933 ACT, TO THE ISSUER OR THE COMPANY OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE 1933 ACT OR PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT. THE TRUSTEE, THE ISSUER AND THE ORIGINAL PURCHASER SHALL HAVE THE RIGHT, PRIOR TO ANY OFFER, SALE OR TRANSFER OF THE SERIES 2020 BONDS OTHER THAN TO THE ISSUER OR THE COMPANY, TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM WITH RESPECT TO THE LAWFULNESS OF SUCH OFFER, SALE OR TRANSFER.

No. ____ Not to exceed $9,500,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF GARDNER, KANSAS

INDUSTRIAL REVENUE BOND
(TAXABLE UNDER FEDERAL LAW), SERIES 2020
(MAIN STREET MARKET PLACE)

Interest Rate:	Maturity Date:	Dated Date:
5.00%	May 1, 2021	May 20, 2020

Registered Owner: Super Market Developers, Inc., a Missouri corporation
Tax ID#

Principal Amount: Up to Nine Million Five Hundred Thousand and 00/100 Dollars

(as evidenced on Schedule A to this Series 2020 Bond)

The City of Gardner, Kansas, a body politic and corporate incorporated as a city of the second class of the State of Kansas (the "Issuer"), for value received, promises to pay on the Maturity Date shown unless called for redemption prior to said Maturity Date, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the aggregate amount of proceeds from the sale of the Series 2020 Bonds funded in accordance with Section 208 of the within described Indenture which amount shall not exceed $9,500,000 (the "Principal Amount"), and to pay interest on the outstanding Principal Amount as evidenced on Schedule A hereto at the Interest Rate per annum (computed on the basis of a 30/360-day basis) described above from the effective date of registration or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on May 1, 2021 (the "Interest Payment Date"), until said Principal Amount has been paid.

The Principal Amount or redemption price of this Bond shall be paid by check, draft or electronic transfer (provided instructions are provided as described herein) to the Registered Owner at the Maturity Date or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office of UMB Bank, N.A., in the City of Kansas City, Missouri (the "Paying Agent" and "Trustee"). The interest payable on this Bond on the Interest Payment Date shall be paid by check or draft mailed to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by the Trustee, or at such other address as is furnished in writing by such Registered Owner to the Paying Agent at the close of business on the Record Date for such interest. Notwithstanding the foregoing, the principal, redemption price of, and the interest on the Bonds is payable by electronic transfer in immediately available federal funds pursuant to written instructions from any Registered Owner provided by the Registered Owner to the Paying Agent not less than 5 days prior to the Record Date for such interest, which instructions shall include the name of the receiving bank (which shall be in the continental United States), its address, ABA routing number and the name, number and contact name related to such Registered Owner's account at such bank and shall also acknowledge a wire transfer fee payable by such Registered Owner.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place)," in the principal amount not to exceed $9,500,000 (the "Series 2020 Bonds"), issued for the purpose of financing the cost of acquiring, constructing and equipping a commercial facility which will operate as a grocery store and include real estate, building, improvements and equipment to be located at the northwest corner of E. Main Street and N. Moonlight Road in the City (the "Improvements"), and certain real estate (the "Land") on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project"), to be leased by Super Market Developers, Inc., a Missouri corporation (the "Company"), to the Issuer pursuant to a Base Lease Agreement dated as of May 1, 2020 (the "Base Lease"), and leased back to the Company by the Issuer under the terms of a Lease dated as of May 1, 2020, between the Issuer and the Company (the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the Governing Body of the Issuer.

The Series 2020 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of May 1, 2020 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2020 Bonds (the Series 2020 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

REDEMPTION OF BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Series 2020 Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Company, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The Series 2020 Bonds are also subject to redemption and payment prior to maturity, in whole or in part, at any time, at the option of the Issuer, which option shall be exercised upon instructions from the Company, at the redemption price of the par value of the principal amount, without premium.

Extraordinary Mandatory Redemption. The Series 2020 Bonds are subject to extraordinary mandatory redemption in whole by the Issuer in the event the Base Lease and the Lease are terminated for any reason.

When any Bonds are called for redemption pursuant to the optional redemption previously described, unless waived by the Owner of this Bond, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of this Bond at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds.

All Bonds called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Series 2020 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Issuer's interest in the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal

corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Company directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Gardner, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (Main Street Market Place)."

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Company has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

(Seal)

By: _____
Mayor

ATTEST:

_____
City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Gardner, Kansas, Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is _____.

UMB BANK, N.A.
Kansas City, Missouri
Trustee

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

_____
Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _____

_____
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____
(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

SCHEDULE A
TO
CITY OF GARDNER, KANSAS
INDUSTRIAL REVENUE BOND
(TAXABLE UNDER FEDERAL LAW)
SERIES 2020
(MAIN STREET MARKET PLACE)

Date	Principal Installment Funded	Total Principal Amount Funded	Noted By	Principal Amount Paid	Interest Amount Paid	Outstanding Principal Amount	Noted By
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

APPENDIX B

GLOSSARY OF WORDS AND TERMS

"Act" means K.S.A. 12-1740 *et seq.*, as amended.

"Additional Bonds" means any Bonds issued in addition to the Series 2020 Bonds pursuant to Section 209 of this Indenture.

"Authorized Company Representative" means such person as is designated to act on behalf of the Company as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Authorized Denominations" means (a) with respect to the Series 2020 Bonds, the principal amount Outstanding as shown on *Schedule A* to the Series 2020 Bonds provided the minimum Authorized Denomination shall be $100,000 and (b) with respect to any Additional Bonds, the denominations provided for in the indenture or supplemental indenture authorizing the issuance of such Additional Bonds.

"Base Lease" means the Base Lease Agreement delivered concurrently with this Indenture between the Company and the Issuer.

"Bond" or "Bonds" means the Series 2020 Bonds and any Additional Bonds.

"Bond Counsel" means the firm of Kutak Rock LLP or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer and the Company.

"Bond Improvements" means the Improvements purchased, constructed or installed from Original Proceeds of the Series 2020 Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of May 1, 2020, between the Issuer and the Original Purchaser, as may be amended from time to time.

"Bondowner" means the Owner of any Bond and, with respect to the Series 2020 Bonds, means the Owner of 100% of the aggregate principal amount of the Outstanding Series 2020 Bonds.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

"Change of Circumstances" means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Land or the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to such portion of the Land is found to be deficient or nonexistent to the extent that the Project is untenantable or the efficient utilization of the Project by the Company is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Base Lease or the Lease shall become void or unenforceable, or impossible of performance without reasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon the Issuer or the Company.

"Company" means Super Market Developers, Inc., a Missouri corporation, and its successors and assigns.

"Completion Date" means the date on which the Company files with the Trustee the Certificate of Completion required by Section 5.6 of the Lease or December 31, 2020, whichever comes first.

"Construction Period" means the period from the beginning of acquisition or construction of Improvements to their Completion Date.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel and legal fees of counsel for the Company and publication expenses.

"Dated Date" means the date of issuance of the applicable series of Bonds.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Event of Default" means one of the following events:

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the stated maturity or accelerated maturity date thereof, or at the redemption date thereof;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Company by the Trustee, or to the Trustee, the Issuer and the Company by Bondowners owning 100% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Company within such period and, diligently pursued until such default is corrected; or

(d) An "Event of Default" as defined in the Lease.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" means all buildings, building improvements, furnishings, machinery and equipment purchased in whole or in part from the proceeds of the Series 2020 Bonds or any Additional Bonds.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of this Indenture.

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2020 Bonds, the Interest Payment Date is May 1, 2021.

"Interest Rate" means, (a) with respect to the Series 2020 Bonds, 5.00% per annum calculated on a 30/360 day basis and (b) with respect to any Additional Bonds, the rate provided for in the indenture or supplemental indenture authorizing the issuance of such Additional Bonds.

"Investment Contract" means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

"Investment Securities" means any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

(i) Government Securities;

(ii) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for

Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(iii) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by such securities as are described above in clauses (i) or (ii), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(iv) any Investment Contract or repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognizing as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i) or (ii) above;

(v) any investment in shares or units of a money market fund or trust determined by Trustee to be suitable for and customarily used for investment of trust funds by trust departments of commercial banks;

(vi) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (i), (ii) or (iii) above.

"Issuer" means the City of Gardner, Kansas, a body politic and corporate incorporated as a city of the second class, duly organized and existing under the laws of the State, and its successors and assigns.

"Land" means the real property (or interests therein) described in *Schedule I*.

"Lease" means the Lease delivered concurrently with this Indenture between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions thereof and of Article XII of this Indenture.

"Maturity Date" means the date on which the principal of any Bond becomes due and payable as therein and herein provided, whether at the stated maturity thereof or at a call for redemption or otherwise.

"Notice Representative" means:

(1) With respect to the Company, its General Counsel at its Notice Address (as defined in the Lease).

(2) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Lease).

(3) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Lease).

(4) With respect to the Original Purchaser, in care of the Company's General Counsel at the Company's Notice Address (as defined in the Lease).

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Series 2020 Bonds to the Company and all investment earnings credited to the Project Fund prior to the Completion Date.

"Original Purchaser" means Super Market Developers, Inc., a Missouri corporation.

"Outstanding" means, as of a particular date all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

(a) Bonds canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment of redemption in accordance with the provisions of Section 1302 of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or "Registered Owner" means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

"Paying Agent" means the Trustee and its successor and assigns.

"Payment Date" means the Principal Payment Date or the Interest Payment Date on any Bond.

"Permitted Encumbrances" means any mortgages, liens or other encumbrances specifically described in *Schedule I,* concurrent with the issuance of the Series 2020 Bonds and recorded in the Office of the Recorder of Deeds for Johnson County, Kansas, including easements and rights-of-way of record at the time of conveyance of the leasehold interest in the Land to the Issuer, and any other exceptions not affecting marketability or the usefulness of the Project to the Company.

"Principal and Interest Payment Account" means the "City of Gardner, Kansas Principal and Interest Payment Account for Industrial Revenue Bonds (Main Street Market Place)" created pursuant to Section 601 of this Indenture.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the stated maturity or earlier required redemption. With respect to the Series 2020 Bonds, the Principal Payment Date is May 1, 2021.

"Project" means the Land and the Improvements, together with any Project Additions.

"Project Additions" means any additional Improvements or any modifications, extensions or enlargements of the Improvements acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to this Indenture. It also includes any alterations or additions made to the Project to the extent provided in Articles XI and XII of the Lease.

"Project Costs" means those costs incurred in connection with the acquisition, construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of the Land and such of the Bond Improvements as are acquired, constructed or in progress at the date of such issuance of the Series 2020 Bonds;

(b) fees and expenses of architects, appraisers, surveyors, engineers and other professional consultants for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, construction, preparation of plans, drawings and specifications and supervision of construction and installation, as well as for the performance of all other duties of architects, appraisers, surveyors, engineers and other professional consultants in relation to the acquisition, construction or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses of constructing, acquiring or installing Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Company for acquisition or performance of work on Improvements prior to the issuances of Additional Bonds;

(e) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with Article VI of the Lease, respectively;

(f) interest accruing on Additional Bonds prior to the Completion Date, if and to the extent any Original Proceeds of Additional Bonds deposited to the credit of the Principal and Interest Payment Account pursuant to Section 602 of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the account authorized and established with the Trustee pursuant to the Indenture and designated the "City of Gardner, Kansas Project Fund (Main Street Market Place)."

"Purchase Price" means (a) with respect to the Series 2020 Bonds, any amount of money up to $9,500,000, which may be funded in increments as provided in Section 4.2 of the Lease; provided, however, that the initial funding of the Series 2020 Bonds must occur on the date of original delivery of the Series 2020 Bonds to the Original Purchaser and may not be less than the lesser of $100,000 or 5.00% of the maximum principal amount of the Series 2020 Bonds, and (b) with respect to any Additional Bonds, the amount set forth in the indenture or supplement to this Indenture authorizing the issuance of such Additional Bonds.

"QIB" means a qualified institutional buyer as defined in Rule 144A promulgated by the Securities Exchange Commission under the Securities Act of 1933.

"Record Date" means the 15th day of the month in each year preceding each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to Article III of the Lease.

"Series 2020 Bonds" means the City of Gardner, Kansas Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place), in the principal amount not to exceed $9,500,000.

"State" means the State of Kansas.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to Article XI of this Indenture.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., Kansas City, Missouri, a banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

"Unassigned Issuer's Rights" means the rights of the Issuer pursuant to the Base Lease and the Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Lease, all in accordance with the terms of the Lease.

"1933 Act" means the Securities Act of 1933, as amended.

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property leased to the City of Gardner, Kansas (the "Issuer") in connection with the issuance by the City of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place) (the "Series 2020 Bonds"):

(a) The following described real estate in Johnson County, Kansas:

Lot 1, Main Street Market Place subdivision, in the City of Gardner, Johnson County, Kansas

Said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2020 Bonds (the "Indenture" and the "Lease"), subject to the Permitted Encumbrances.

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2020 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in the Indenture and the Lease.

BASE LEASE AGREEMENT

Dated as of May 1, 2020

by and between

SUPER MARKET DEVELOPERS, INC.

as Lessor

and

CITY OF GARDNER, KANSAS

as Lessee

Relating to:

NOT TO EXCEED $9,500,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2020
(MAIN STREET MARKET PLACE)

ARTICLE I
DEFINITIONS

Section 1.01. Definitions 2

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations by the Company 2
Section 2.02. Representations by Issuer 3

ARTICLE III
GRANTING CLAUSE

Section 3.01. Lease of the Project 3

ARTICLE IV
QUIET ENJOYMENT; RENTAL PROVISIONS

Section 4.01. Quiet Enjoyment 3
Section 4.02. Consideration and Rentals 4
Section 4.03. Sublease by Issuer 4
Section 4.04. Payment of Taxes 4

ARTICLE V
SPECIAL COVENANTS

Section 5.01. Granting of Easements 4
Section 5.02. Indemnification 4

ARTICLE VI
ASSIGNMENT, SUBLEASING AND MORTGAGING

Section 6.01. No Assignment, Subleasing and Mortgaging of the Project by the Issuer 4
Section 6.02. Assignment and Subleasing of the Project by the Company 5

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.01. Events of Default 5
Section 7.02. Remedies on Default 5
Section 7.03. Rights and Remedies Cumulative 5
Section 7.04. Waiver of Breach 5
Section 7.05. Performance by Issuer 6

ARTICLE VIII
EARLY TERMINATION OF BASE LEASE

Section 8.01. Early Termination of Base Lease 6

ARTICLE IX
MISCELLANEOUS

Section 9.01. Notices 6
Section 9.02. Binding Effect 6
Section 9.03. Severability 6
Section 9.04. Amendments, Changes and Modifications 6
Section 9.05. Execution in Counterparts 6
Section 9.06. Applicable Law 7
Section 9.07. Captions 7
Section 9.08. Electronic Storage 7

Schedule I Description of Project

BASE LEASE AGREEMENT

THIS BASE LEASE AGREEMENT dated as of May 1, 2020 (the "Base Lease"), by and between **SUPER MARKET DEVELOPERS, INC.,** a Missouri corporation (the "Company"), as lessor, and the **CITY OF GARDNER, KANSAS**, a political subdivision duly organized and existing under the laws of the State of Kansas (the "Issuer"), as lessee.

WITNESSETH:

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of, and interest on such bonds; and

WHEREAS, pursuant to the Act, the Governing Body of the Issuer has heretofore passed Ordinance No. _____ on May 4, 2020, authorizing the Issuer to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place), in the principal amount not to exceed $9,500,000 (the "Series 2020 Bonds"), for the purpose of financing a portion of the cost of acquiring, constructing and equipping a commercial facility which will operate as a grocery store and include real estate, building, improvements and equipment generally located at the northwest corner of E. Main Street and N. Moonlight Road in the City (the "Improvements"); and

WHEREAS, Super Market Developers, Inc., a Missouri corporation (the "Company"), is the owner of certain real property, as more particularly described on *Schedule I* attached hereto (the "Land"), on which the Improvements are or will be located (the Improvements and the Land, collectively, the "Project"); and

WHEREAS, in order to satisfy the requirements of the Act, the Issuer proposes to acquire a leasehold interest in the Project pursuant to this Base Lease, and proposes to lease the Project back to the Company pursuant to the Lease dated as of May 1, 2020 (the "Lease"), between the Issuer, as sublessor and the Company, as sublessee, for rentals which will be sufficient to provide for the payment of the principal, redemption premium, if any, and interest on the Series 2020 Bonds; and

WHEREAS, pursuant to the foregoing, the Company desires to lease the Project to the Issuer and the Issuer desires to lease the Project from the Company, for the rentals and upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The capitalized terms used in this Base Lease and not otherwise defined herein shall have the meanings assigned to them in the Trust Indenture dated as of May 1, 2020 (the "Indenture"), between the Issuer and UMB Bank, N.A., as trustee (the "Trustee"), relating to the Series 2020 Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Company. The Company represents and warrants that:

(a) The Company is a corporation, duly incorporated and validly existing under the laws of the state of Missouri and in good standing under the laws of the State of Kansas. The Company has, and will at all times have, all requisite power to own its property and conduct its business as now conducted and as presently contemplated, to execute and deliver this Base Lease and to perform its duties and obligations hereunder.

(b) Neither the execution and delivery by the Company of this Base Lease nor the compliance with the terms and conditions of this Base Lease,

(i) will, to the knowledge of the Company, violate any material provision of applicable law, any order of any court or other agency of government applicable to the Company;

(ii) will violate any material provision of any of the organizational or other governing documents of the Company, any indenture, agreement or other instrument to which the Company is now a party or by which it or any of its properties or assets is bound;

(iii) will be in conflict with, result in a material breach of or constitute a material default (with due notice or the passage of time or both) under any material provision of any such indenture, agreement or other instrument;

(iv) will, to the knowledge of the Company, be in conflict with or result in a material breach of or constitute a material default under any material provision of any license, judgment, decree, applicable law, statute, order, rule or regulation of any governmental agency or body having jurisdiction over the Company or any of its activities or properties; or

(v) will result in the creation or imposition of any charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company, except for Permitted Encumbrances.

(c) The Company has fee simple title to the Land, and its interest therein is subject to no liens or encumbrances other than Permitted Encumbrances.

Section 2.02. Representations by Issuer. The Issuer represents that:

(a) The Issuer is a political subdivision duly organized and existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers. The Issuer agrees that it will do or use its best efforts to cause to be done all things necessary to preserve and keep in full force and effect the Issuer's existence.

(b) The Issuer is authorized to take, and prior to the delivery of the Series 2020 bonds at the closing of such bond issue will have taken, all necessary action to issue the Series 2020 Bonds to provide funds for the financing of the Improvements and the acquisition of a leasehold interest in the Project as described on *Schedule I* attached hereto, and proposes by the Lease to sublease the Project to the Company.

(c) No member of the governing body or any officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

ARTICLE III

GRANTING CLAUSE

Section 3.01. Lease of the Project. The Company hereby rents, leases and lets the Project to the Issuer, and the Issuer rents, leases and hires the Project from the Company, subject to Permitted Encumbrances and for rentals and upon and subject to the terms and conditions herein set forth, for a term commencing on the date of delivery of this Base Lease and ending on May 1, 2021; provided, however, this Base Lease shall remain in full force and effect so long as any obligation of the Company under the Lease shall be outstanding and so long as the Lease shall remain in effect as more fully provided in the Lease (the "Lease Term"), unless sooner terminated in a manner provided for herein, provided that the Company shall not exercise any right so reserved in any manner that will interfere with any rights of the Issuer hereunder.

ARTICLE IV

QUIET ENJOYMENT; RENTAL PROVISIONS

Section 4.01. Quiet Enjoyment. The Company hereby covenants and agrees that it will not take any action, other than pursuant to the Lease and Article V, Article VI and Article VIII of this Base Lease, to prevent the Issuer from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request of the Issuer, and at the expense of the Company, cooperate with the Issuer in order that the Issuer may have quiet and peaceable possession and enjoyment of the Project and will defend the Issuer's enjoyment thereof against all parties.

Section 4.02. Consideration and Rentals. The Issuer shall deposit the proceeds from the sale of the Series 2020 Bonds with the Trustee in accordance with the Indenture. Such deposit shall constitute full and complete payment of all rentals due hereunder and following such deposit the Issuer shall not have any obligation to make any payments to any person in connection with this Base Lease.

Section 4.03. Sublease by Issuer. It is understood and agreed by the Issuer and the Company that the Issuer will sublease the Project to the Company pursuant to the Lease. The Issuer shall at no time agree to any amendment or modification of the provisions of the Lease without the prior written consent of the Company and the Trustee.

Section 4.04. Payment of Taxes. The Company covenants and agrees that it will, from time to time, promptly pay and discharge or cause to be paid and discharged, prior to delinquency, all taxes, assessments and other governmental charges lawfully imposed upon the Project or any part thereof or upon the income and profits thereof.

ARTICLE V

SPECIAL COVENANTS

Section 5.01. Granting of Easements. The Company may, to the extent permitted under the Lease, at any time or times (a) grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any property included in the Project, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine.

Section 5.02. Indemnification. The Company hereby agrees to indemnify the Issuer to the extent required under the Lease and the Bond Purchase Agreement.

ARTICLE VI

ASSIGNMENT, SUBLEASING AND MORTGAGING

Section 6.01. No Assignment, Subleasing and Mortgaging of the Project by the Issuer. The Issuer agrees that, except for the Lease and the assignment of its interest in the Lease to the Trustee pursuant to the Indenture and an assignment of leases, it will not sell, assign, convey, mortgage, encumber, further sublease or otherwise dispose of its interest in this Base Lease or any part of its interest in the Project except as expressly permitted by this Base Lease and the Lease during the Lease Term. If the laws of the State of Kansas at the time shall so permit, nothing contained in this Section shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of the complete interest of the Issuer in the Project to, any municipal or public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of leasing the Project; provided that, upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Base Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by such entity resulting from such consolidation or surviving such merger or to which the Issuer's complete interest in the Project shall be transferred.

Section 6.02. Assignment and Subleasing of the Project by the Company. Except as otherwise provided in Sections 9.1 and 9.2 of the Lease, the Company may not sublease, assign or mortgage its interest or any part hereof in this Base Lease without the prior written consent of the governing body of the Issuer. In the event of any such assignment, the Company shall remain fully liable for the performance of its duties and obligations hereunder, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Company of any of its duties and obligations hereunder.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01. Events of Default. An "Event of Default" shall mean, wherever used in this Base Lease, any failure by the Issuer or the Company to observe and perform any applicable covenant, condition or agreement in this Base Lease on its part to be observed or performed and the lapse of a period of sixty days after written notice (or, if such a cure is not possible within sixty days, such longer period as may be needed provided that the curing party is continuously and diligently pursuing such cure), specifying such failure and requesting that it be remedied, given to the Issuer and the Trustee by the Company if there is an Event of Default by the Issuer, or given to the Company and the Trustee by the Issuer, if there is an Event of Default by the Company, unless the Issuer or the Company (as applicable) shall agree in writing to an extension of such time prior to its expiration.

Section 7.02. Remedies on Default. Whenever an Event of Default specified in Section 7.01 hereof shall have happened and be continuing, the Company shall have the option to provide for the termination of this Base Lease in the manner provided in Article VIII hereof. The Issuer may terminate this Base Lease and exercise such other remedies as provided in Article XX of the Lease.

Section 7.03. Rights and Remedies Cumulative. The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Base Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

Section 7.04. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments hereunder without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults which were in existence at the time such payment or payments were accepted by it.

Section 7.05. Performance by Issuer. The Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed, and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

ARTICLE VIII

EARLY TERMINATION OF BASE LEASE

Section 8.01. Early Termination of Base Lease. In the event the Company shall cause all of the Series 2020 Bonds to be paid in the manner set forth in Article XIII of the Indenture, the Company shall be entitled to terminate this Base Lease provided the Company has also complied with all requirements of Sections 17.1 and 17.2 of the Lease. Upon such termination, the Issuer shall deliver to the Company any instruments which may be reasonably required by the Company to evidence such termination and the relinquishment of all of the Issuer's rights and interest in the Project and in this Base Lease.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when given in the manner and to the notice addresses provided in Article XXIII of the Lease. Copies of each notice, certificate or other communication given hereunder by any party hereto shall be given to all parties hereto. By notice given hereunder, any party may designate further or different addresses to which subsequent notices, certificates or other communications are to be sent. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer or the Company shall also be given to the Trustee.

Section 9.02. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns. The Trustee shall be a third-party beneficiary of this Base Lease.

Section 9.03. Severability. In the event any provision of this Base Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amendments, Changes and Modifications. Subsequent to the issuance of the Series 2020 Bonds and prior to their payment in full, this Base Lease may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto and the Trustee.

Section 9.05. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Hand signatures transmitted in portable document format (PDF) or similar format are also permitted as binding signatures to this Base Lease.

Section 9.06. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.07. Captions. The captions or headings in this Base Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Base Lease.

Section 9.08. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, and except as expressly authorized under Article II of the Indenture, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Base Lease Agreement to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF GARDNER, KANSAS

By_____
Mayor

(SEAL)

ATTEST:

By_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on May __, 2020, by Steve Shute, Mayor, and Sharon Rose, City Clerk.

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Company has caused this Base Lease Agreement to be signed by an authorized officer, as of the date first above written.

SUPER MARKET DEVELOPERS, INC.

By: _____
David E. Smith
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on May __, 2020, by David E. Smith, President and Chief Executive Officer of Super Market Developers, Inc., a Missouri corporation.

_____
Notary Public

My Commission Expires: _____

SCHEDULE I

DESCRIPTION OF PROJECT

The following property leased to the City of Gardner, Kansas (the "Issuer") in connection with the issuance by the City of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Super Market Developers, Inc.) (the "Series 2020 Bonds"):

(a) The following described real estate in Johnson County, Kansas:

Lot 1, Main Street Market Place subdivision, in the City of Gardner, Johnson County, Kansas

Said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2020 Bonds (the "Indenture" and the "Lease"), subject to the Permitted Encumbrances.

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2020 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I* together constituting the "Project" as referred to in the Indenture and the Lease.

CITY OF GARDNER, KANSAS

AS ISSUER

AND

SUPER MARKET DEVELOPERS, INC.

AS TENANT

LEASE

DATED AS OF MAY 1, 2020

RELATING TO
NOT TO EXCEED $9,500,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2020
(MAIN STREET MARKET PLACE)

LEASE

TABLE OF CONTENTS

Page

ARTICLE I

Section 1.1 Definitions 1
Section 1.2 Representations and Covenants by the Company 2
Section 1.3 Representations and Covenants by the Issuer 3

ARTICLE II

Section 2.1 Granting of Leasehold 3

ARTICLE III

Section 3.1 Basic Rent 3
Section 3.2 Presentation of Bonds in Satisfaction of Rent 4
Section 3.3 Additional Rent 4
Section 3.4 Rent Payable Without Abatement or Setoff 4
Section 3.5 Prepayment of Basic Rent 4
Section 3.6 Deposit of Rent by Trustee 4

ARTICLE IV

Section 4.1 Disposition of Original Proceeds; Project Fund 4
Section 4.2 Funding of Project Fund 5

ARTICLE V

Section 5.1 Acquisition of Land and Improvements 5
Section 5.2 Environmental Matters 5
Section 5.3 Project Contracts 6
Section 5.4 Payment of Project Costs for Improvements 6
Section 5.5 Payment of Project Costs for Machinery and Equipment 7
Section 5.6 Completion of Project 7
Section 5.7 Deficiency of Project Fund 8
Section 5.8 Right of Entry by Issuer 8
Section 5.9 Machinery, Furnishings, and Equipment Purchased by the Company 8

ARTICLE VI

Section 6.1 Liability Insurance 8
Section 6.2 Property Insurance 8
Section 6.3 General Insurance Provisions 9

Section 6.4 Evidence of Title 9

ARTICLE VII

Section 7.1 Impositions 10
Section 7.2 Receipted Statements 10
Section 7.3 Issuer May Not Sell 10
Section 7.4 Contest of Impositions 10
Section 7.5 Ad Valorem Taxes 10
Section 7.6 Kansas Retailers Sales Tax 10

ARTICLE VIII

Section 8.1 Use of Project 10

ARTICLE IX

Section 9.1 Sublease by the Company 11
Section 9.2 Assignment by the Company 11
Section 9.3 Release of the Company 11
Section 9.4 Mergers and Consolidations 11
Section 9.5 Covenant Against Other Assignments 12

ARTICLE X

Section 10.1 Repairs and Maintenance 12
Section 10.2 Removal, Disposition and Substitution of Machinery or Equipment 12

ARTICLE XI

Section 11.1 Alteration of Project 13

ARTICLE XII

Section 12.1 Additional Improvements 13

ARTICLE XIII

Section 13.1 Securing of Permits and Authorizations 14
Section 13.2 Mechanic's Liens 14
Section 13.3 Contest of Liens 14
Section 13.4 Utilities 15

ARTICLE XIV

Section 14.1 Indemnity 15

ARTICLE XV

Section 15.1 Access to Project 15

ARTICLE XVI

Section 16.1 Option to Extend Term 15

ARTICLE XVII

Section 17.1 Option to Purchase Project 16
Section 17.2 Termination of Base Lease and Lease; Purchase Price 16
Section 17.3 Closing of Purchase 17
Section 17.4 Effect of Failure to Complete Purchase 17
Section 17.5 Application of Condemnation Awards if Company Purchases Project 17

ARTICLE XVIII

Section 18.1 Damage and Destruction 17
Section 18.2 Condemnation 18
Section 18.3 Effect of Company's Defaults 19

ARTICLE XIX

Section 19.1 Change of Circumstances 19

ARTICLE XX

Section 20.1 Remedies on Default 19
Section 20.2 Survival of Obligations 21
Section 20.3 No Remedy Exclusive 21

ARTICLE XXI

Section 21.1 Performance of Company's Obligations by Issuer 21

ARTICLE XXII

Section 22.1 Surrender of Control 21

ARTICLE XXIII

Section 23.1 Notices 22

ARTICLE XXIV

Section 24.1 Net Lease 22
Section 24.2 Funds Held by Trustee After Payment of Bonds 22

ARTICLE XXV

Section 25.1 Rights and Remedies 22
Section 25.2 Waiver of Breach 23
Section 25.3 Issuer Shall Not Unreasonably Withhold Consents and Approvals 23

ARTICLE XXVI

Section 26.1 Quiet Enjoyment and Possession 23

ARTICLE XXVII

Section 27.1 Investment Tax Credit; Depreciation 23

ARTICLE XXVIII

Section 28.1 Amendments 23
Section 28.2 Granting of Easements 23
Section 28.3 Security Interests 24
Section 28.4 Construction and Enforcement 24
Section 28.5 Invalidity of Provisions of Lease 24
Section 28.6 Covenants Binding on Successors and Assigns 25
Section 28.7 Section Headings 25
Section 28.8 Execution of Counterparts 25
Section 28.9 Limitation of Rights Under the Lease 25
Section 28.10 Integration 25
Section 28.11 Electronic Storage 25

Signatures and Acknowledgments 26
Appendix A - Form of Certificate For Payment of Project Costs
Appendix B - Form of Certificate of Completion
Appendix C – Form of Release of Leases
Appendix D - Glossary of Words and Terms
Schedule I - Description of Property

LEASE

THIS LEASE, made and entered into as of May 1, 2020, between the City of Gardner, Kansas (the "Issuer"), and Super Market Developers, Inc., a Missouri corporation (the "Company"), as tenant.

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Lease by and through its Governing Body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and in order to provide for the economic development and welfare of the City of Gardner, Kansas, and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) acquire a leasehold interest in and construct and equip the Project (as defined in the Indenture);

(b) lease the Project to the Company for the rentals and upon the terms and conditions hereinafter set forth;

(c) issue, for the purpose of paying Project Costs (as defined in the Indenture), the Series 2020 Bonds under and pursuant to and subject to the provisions of the Act and the Indenture (herein defined), said Indenture being incorporated herein by reference and authorized by an ordinance of the Governing Body of Issuer (the "Ordinance"); and

(d) grant the Company an option to purchase the Issuer's leasehold interest in the Project; and

WHEREAS, the Company, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Issuer and the Company do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in *Appendix B* to the Indenture. In addition to the words, terms and phrases defined in *Appendix B* to the Indenture and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as *Appendix D*, unless the context or use indicates another or different meaning or intent.

Section 1.2. Representations and Covenants by the Company. The Company makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) The Company is a corporation, duly formed and existing under the laws of the State of Missouri, and is duly authorized and qualified to do business in the State of Kansas, with lawful power and authority to enter into this Lease, acting by and through its duly authorized members.

(b) The Company shall (i) maintain and preserve its existence as a corporation and its authority to do business in the State and to operate the Project; (ii) shall not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and the Owners of all of the Outstanding Bonds and (B) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds.

(c) To the Company's knowledge, neither the execution and/or delivery of this Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes in any material respect any provision of its articles of incorporation or its bylaws, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Company is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Company is subject.

(d) This Lease constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(e) The Company agrees to operate and will operate the Project, or cause the Project to be operated, as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of its leasehold interest in the Project to the end of the Term.

(f) The Company has fee simple title to the Land described on *Schedule I* to this Lease.

(g) The estimated total cost of the Project to be financed by the Series 2020 Bonds, plus interest on the Series 2020 Bonds during acquisition, construction, furnishing and equipping of the Improvements, and expenses anticipated to be incurred in connection with the issuance of the Series 2020 Bonds, will not be less than the aggregate face amount of the Series 2020 Bonds funded pursuant to the Bond Purchase Agreement.

Section 1.3. Representations and Covenants by the Issuer. The Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) It is a municipal corporation incorporated as a city of the second class, duly organized under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Lease and the Indenture and to carry out its obligations hereunder or thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease, any Permitted Encumbrances, any Impositions and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance (other than Permitted Encumbrances) to be placed against, the Project, except this Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Series 2020 Bonds.

(e) It has obtained the consent to and/or approval of the issuance of the Series 2020 Bonds by each municipal corporation and political subdivision the consent or approval of which is required by the provisions of the Act.

(f) This Lease constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

ARTICLE II

Section 2.1. Granting of Leasehold. The Issuer by these presents hereby rents, leases and lets unto the Company its leasehold interest in the Project and the Company hereby rents, leases and hires from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Issuer's leasehold interest in the Project for the Basic Term.

ARTICLE III

Section 3.1. Basic Rent. The Issuer reserves and the Company covenants and agrees to pay to the Trustee hereinafter provided and in the Indenture designated, for the account of the Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account referred to herein and in the Indenture established, on each Basic Rent Payment Date, Basic Rent in immediately available funds.

Section 3.2. Presentation of Bonds in Satisfaction of Rent. In the event the Company acquires any Outstanding Bonds, the Company may present the same to the Trustee for cancellation, and upon such cancellation, the Company's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall the Company's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and payable in accordance with the provisions of the Indenture.

Section 3.3. Additional Rent. Within 30 days after receipt of written notice thereof, the Company shall pay any Additional Rent required to be paid pursuant to this Lease.

Section 3.4. Rent Payable Without Abatement or Setoff. The Company covenants and agrees with and for the express benefit of the Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by the Company as the same become due, and that the Company shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is transferred, defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Company, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and the Company hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the Company therefrom. Nothing in this Lease shall be construed as a waiver by the Company of any rights or claims the Company may have against the Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform in full all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

Section 3.5. Prepayment of Basic Rent. The Company may at any time prepay all or any part of the Basic Rent without penalty or premium.

Section 3.6. Deposit of Rent by Trustee. As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund. The Original Proceeds shall be paid over to the Trustee for the account of the Issuer. The Trustee shall pay from such

Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest received upon such sale. The remainder of such proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

Section 4.2. Funding of Project Fund.

(a) Prior to the Completion Date for the Project, the Project Fund will be funded by the Bondowner in installments as requests for disbursements substantially in the form attached to this Lease as *Appendix A* are submitted to and accepted by the Trustee. Without the consent of the Trustee, the Company shall not submit more than two requests for disbursement per month. In accordance with the Bond Purchase Agreement, the Bondowner shall disburse installments to the Trustee, for deposits in the Project Fund as the Company submits the above referenced requests for disbursements. In addition, as provided in the Indenture, the Project Costs may be paid or deemed to be paid in such manner as provided by the Trustee.

(b) The Bondowner's obligation to fund the Project Fund ceases upon the occurrence of the earlier of (i) the Completion Date; (ii) the advancement of maximum principal amount of the Series 2020 Bonds; or (iii) the date on which this Lease is terminated.

ARTICLE V

Section 5.1. Acquisition of Land and Improvements. The Company shall prior to or concurrently with the issuance of the Bonds lease to the Issuer the Land described in *Schedule I* and such of the Improvements as are then completed, installed or in progress pursuant to the Base Lease. The Company shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it or others in connection with the construction, installation or development of the Improvements other than Permitted Encumbrances.

Section 5.2. Environmental Matters. An Environmental Assessment on the Land has been obtained by the Company which revealed no evidence on the Project of Hazardous Substances or other materials defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or similar term defined by CERCLA or any other Environmental Law, the removal of which is required by the provisions of any applicable Environmental Law, or the maintenance of which is not in compliance with any such law.

The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company does not expeditiously proceed with any compliance action with respect to the Project lawfully required by any local, state or federal authority under applicable Environmental Law, Issuer, immediately after notice to the Company, may elect (but may not be required) to undertake such compliance. Any moneys expended by the Issuer in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the

Company to the extent of any liability incurred by the Issuer with respect to any breaches of the provisions of this Section.

The Company shall and does hereby indemnify the Issuer, the Trustee and the Bondowners and agrees to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and reasonable costs incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of this Lease, including claims relating to personal injury or damage to property.

The Company agrees to give immediate written notice to the Issuer and the Trustee of any violation of any Environmental Law of which violation the Company has actual knowledge.

Section 5.3. Project Contracts. Prior to the delivery of this Lease, the Company may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Company after delivery of this Lease are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to said Project Contracts or otherwise. The Company hereby conveys, transfers and assigns to the Issuer all of the Company's rights in, but not its obligations under the Project Contracts and the Issuer hereby designates the Company as Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Company shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Company covenants to cause the Improvements to be acquired, constructed and/or completed in accordance with the Project Contracts. Any and all amounts received by the Issuer, the Trustee or the Company from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

Section 5.4. Payment of Project Costs for Improvements. The Issuer hereby agrees to pay for the acquisition, construction and equipping of the Improvements, but solely from the Project Fund, and hereby authorizes and directs the Trustee to fund all amounts submitted by the Company on the certificate of payment of Project Costs in accordance with this Lease, but solely from the Project Fund, from time to time, while the Company is in compliance with the requirements of Section 6.1 hereof, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form set forth by *Appendix A* hereto which is incorporated herein by reference and receipt of lien waivers for all amounts relating to construction of the Project.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of such certificates. The Trustee may rely fully on such certificate and shall not be required to make any investigation in connection therewith; however, the Trustee may, in its sole discretion (but shall not be obligated to do so) determine that it shall independently review, inquire or investigate as to the completeness and accuracy of the statements in such

requisition certificate, in which event the requisition certificate shall not be payable until the completeness and accuracy thereof has been approved by the Trustee.

Section 5.5. Payment of Project Costs for Machinery and Equipment. The Issuer hereby agrees to pay for the purchase and acquisition of machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference and accompanied by the following specific information:

(a) Name of seller;

(b) Name of the manufacturer;

(c) A copy of the seller's invoice, purchase order or other like document evidencing the purchase by the Company of such machinery and/or equipment;

(d) Common descriptive name of machinery or equipment;

(e) Manufacturer's or seller's technical description of machinery or equipment;

(f) Capacity or similar designation;

(g) Serial number, if any; and

(h) Model number, if any.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of said certificates. The Trustee may rely fully on any such certificate and shall not be required to make any independent investigation in connection therewith; however, the Trustee may, in its sole discretion (but shall not be obligated to do so) determine that it shall independently review, inquire or investigate as to the completeness and accuracy of the statements in such requisition certificate, in which event the requisition certificate shall not be payable until the completeness and accuracy thereof has been approved by the Trustee. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section shall be a part of the Project.

Section 5.6. Completion of Project. The Company covenants and agrees to proceed diligently to complete the Improvements on or before the Completion Date. Upon completion of the Improvements, the Company shall cause the Authorized Company Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee or on the Completion Date, whichever shall first occur, such remaining funds shall be transferred by the Trustee to the Principal and Interest Payment Account on the earlier of receipt of the Certificate of Completion or the Completion Date and shall be applied in accordance with the provisions of the Indenture.

Section 5.7. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Company covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and the Company shall save Issuer and Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.8. Right of Entry by Issuer. The duly authorized agents of Issuer shall have the right at any reasonable time and upon reasonable notice to the Company prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation, construction or equipping thereof.

Section 5.9. Machinery, Furnishings and Equipment Purchased by the Company. If no part of the purchase price of an item of machinery, furnishings, equipment or other personal property is paid from funds deposited in the Project Fund pursuant to the terms of this Lease, then such item of machinery, furnishings, equipment or personal property shall not be deemed a part of the Project.

ARTICLE VI

Section 6.1. Liability Insurance. As a condition precedent to payment of Costs of Issuance or disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance shall be in full force and effect:

(a) Comprehensive general liability insurance covering the Company's operations in or upon the Project (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Company shall be named as insured and the Issuer and the Trustee shall be named as additional insureds, as their interests in the Project shall appear, in an amount not less than $1,000,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the Issuer, the Company and the Trustee, such insurance to be maintained throughout the life of this Lease. The policy should include blanket contractual liability coverage, independent contractors coverage and broad form property damage coverage.

(b) Worker's compensation with statutory benefits including employers liability in such amount as is satisfactory to Bondowners, or, if such limits are established by law, in such amounts.

Section 6.2. Property Insurance. The Company shall and covenants and agrees that it will, throughout the Basic Term at its sole cost and expense, keep the Improvements continuously insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage property insurance endorsements then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select; provided, however, that during the period of the Basic Term prior to the completion of the Improvements, and in lieu of obtaining a property insurance policy during such period, the

Company shall keep the Improvements continuously insured in such amount and against such loss or damage under a policy of builder's risk insurance.

Section 6.3. General Insurance Provisions.

(a) Prior to the expiration dates of the expiring policies, or within 10 days of renewal, certificates of the policies provided for in this Article shall be delivered by the Company to the Trustee. All policies of such insurance and all renewals thereof shall name the Company as insured and the Issuer and the Trustee as additional insureds and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 10 days' written notice to the Issuer, the Company and the Trustee and shall be payable to the Issuer, the Company and the Trustee as their respective interests appear. The Issuer and the Company each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment to be made to the Trustee, as long as such payment is required by this Lease to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by the Company.

(b) Each policy of insurance hereinabove referred to shall be issued by an insurance company qualified under the laws of the State to assume the risks covered therein.

(c) Certificates of insurance evidencing the insurance coverage herein required shall be filed with the Trustee continuously during the term of this Lease, or immediately upon the change or transfer of such insurance coverage.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Company.

(f) Anything in this Lease to the contrary notwithstanding, the Company shall be liable to the Issuer and Trustee pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Company, its agents, licensees, contractors, invitees or employees.

Section 6.4. Evidence of Title. As a condition precedent to the disbursement of funds, the Company shall purchase a policy of title insurance, insuring the Issuer's leasehold interest in the Land, subject to Permitted Encumbrances, in an amount equal to the value of the Land and Improvements becoming a part of the Project. The Issuer and the Company agree that any and all proceeds therefrom during the Basic Term (a) if received before the completion of the Improvements shall be paid into and become a part of the Project Fund, (b) if received thereafter but before the Series 2020 Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Principal and Interest Payment Account, and (c) if received after the Series 2020 Bonds and interest thereon have been paid in full, shall belong and be paid to the Company.

ARTICLE VII

Section 7.1. Impositions. The Company shall, during the Term of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Company shall be required to pay only such installments thereof as become due and payable during the Term of this Lease as and when the same become due and payable.

Section 7.2. Receipted Statements. Unless the Company exercises its right to contest any Impositions in accordance with Section 7.4 hereof, the Company shall, within 30 days after the last day for payment, without penalty or interest, of an Imposition which the Company is required to bear, pay and discharge (or cause to be paid or discharged) the same pursuant to the terms hereof, and deliver to the Issuer a photostatic or other suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Issuer May Not Sell. The Issuer covenants that except pursuant to Article XX hereof after an Event of Default has occurred and is continuing, without the Company's prior written consent, unless required by law, it will not sell or otherwise part with or encumber its leasehold interest in the Project at any time during the Term of this Lease.

Section 7.4. Contest of Impositions. The Company shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent if, and provided, the Company (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash or other form of security reasonably acceptable to the Issuer, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, and (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Company shall hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest due to the Issuer's leasehold interest in the Project.

Section 7.5. Ad Valorem Taxes. The Company acknowledges that nothing in this Lease is to be construed as an agreement by the Issuer to grant an exemption from general ad valorem and property taxes for the property financed with the proceeds of the Series 2020 Bonds.

Section 7.6. Kansas Retailers Sales Tax. The parties have entered into this Lease in contemplation that under the existing provisions of K.S.A. 79-3606(d) and other applicable law, sales of tangible personal property or services purchased in connection with acquisition, purchase, construction, improvement, equipping, furnishing, or remodeling of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer has previously obtained from the State and furnished to the contractors and suppliers an

exemption certificate for the acquisition, purchase, construction, improving, equipping, furnishing, or remodeling of the Project. The Company agrees that such exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. Upon request by the Issuer, if sufficient information is not available from the Trustee, the Company shall provide a statement to the Issuer reflecting the purchases of tangible personal property or services becoming part of the Project which received an exemption under this Section.

ARTICLE VIII

Section 8.1. Use of Project. Subject to the provisions of this Lease, the Company shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Article.

ARTICLE IX

Section 9.1. Sublease by the Company. The Company will not assign, mortgage, pledge, sell or in any other manner transfer, convey, sublease or dispose of this Lease or any interest therein or part thereof, whether voluntary, involuntary or by operation of law, without the prior written consent thereto of the Issuer. In the event of any such subleasing, the Company shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between Issuer or the Trustee and any such subtenant shall relieve the Company of any of its duties and obligations hereunder. Notwithstanding the foregoing, the Company may sublease its interest in the Project under the Lease to Associated Wholesale Grocers, Inc., a Kansas corporation, and Associated Wholesale Grocers, Inc. may further sublease its interest in the Project to Cosentino Group, Inc., a Missouri corporation, upon providing written notice to the Issuer in the event of each such sublease, which notice shall be provided not less than ten days prior to the commencement of the term of such respective sublease. All subleases shall be subject and subordinate in all respects to the provisions of this Lease.

Section 9.2. Assignment by the Company. The Company may assign or mortgage its interest or any part hereof in this Lease with the prior written consent of the Issuer. In the event of any such assignment, the Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Company of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Company. If, in connection with an assignment by the Company of its interest in this Lease, (1) the Issuer and the Owners of 100% in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment and (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Company under this Lease; then the Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations. Notwithstanding the provisions of Sections 9.2 and 9.3 above, if the Company shall assign or transfer, by operation of law or otherwise, its interests in this Lease in connection with a transaction involving the merger or consolidation of the Company with or into, or a sale, lease or other disposition of all or substantially all of the property of the Company as an entirety to another person, association, corporation or other entity, and (1) the Issuer shall file with the Trustee its prior written consent to such assignment or transfer, (2) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Company under this Lease, and (3) the Company shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by the certificate of an independent certified public accountant of recognized standing or other evidence reasonably satisfactory to the Trustee and the Issuer establishing that the net worth of such proposed assignee, transferee or surviving corporation or other entity immediately following such assignment or transfer will be at least equal to the net worth of the Company as shown by the most recent financial statement of the Company furnished to the Trustee pursuant to this Lease; then and in such event the Company shall be fully released from all obligations accruing hereunder after the date of such assignment or transfer.

Section 9.5. Covenant Against Other Assignments. The Company will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except for Permitted Encumbrances and assignments or transfers of interest which are otherwise in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

Section 10.1. Repairs and Maintenance. The Company covenants and agrees that it will, during the Term of this Lease, at its own expense, keep and maintain (or cause to be kept or maintained) the Project and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order.

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment. The Company shall have the right, provided the Company is not in default in the payment of Basic Rent and Additional Rent, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and is no longer used by the Company or, in the opinion of the Company, is no longer useful to the Company in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise), subject, however, to the following conditions:

(a) Prior to any such removal, the Company shall prepare a certificate signed by the Authorized Company Representative (i) containing a complete description, including the make, model and serial numbers, if any, of any machinery and equipment constituting a part of the Project which it proposes to remove, (ii) stating the reasons for such removal, (iii) stating what disposition, if any, of the machinery or equipment is to be made by Company after such removal and the names of the party or parties to whom such disposition is to be made and any consideration to be received by the Company therefor, if any, and (iv) setting forth the original cost of such machinery or equipment.

(b) Prior to any such removal, the Company shall furnish the certificate to the Trustee and pay any consideration received for such machinery or equipment as set forth in said certificate to the Trustee and the Trustee shall deposit such amount in the Principal and Interest Payment Account. Any money deposited in the Principal and Interest Payment Account pursuant to this Section shall be used to redeem Outstanding Bonds at their earliest optional redemption date.

(c) The Company may remove any machinery or equipment constituting a part of the Project without complying with the provisions of subparagraph (b) above; provided, however, that the Company shall promptly replace any such machinery or equipment so removed with machinery or equipment of the same or a different kind but which perform the same function as the machinery or equipment so removed, and the machinery or equipment so acquired by the Company to replace such machinery or equipment thereafter shall be deemed a part of the Project. The Company shall maintain accurate records of such replacements and upon request shall prepare a certificate of the Authorized Company Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery or equipment which the Company has acquired to replace the machinery or equipment so removed by the Company, stating the cost thereof and the respective acquisition dates.

All machinery or equipment constituting a part of the Project and removed by the Company pursuant to this Section shall become the absolute property of the Company and may be sold or otherwise disposed of by the Company subject to the certification requirements of this Section. In all cases, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's rights under this Article to remove machinery or equipment constituting a part of the Project is intended only to permit the Company to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Company's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Company.

ARTICLE XI

Section 11.1. Alteration of Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such changes and alterations in and to any part of the Project as the Company from time to time may deem necessary or advisable without consent of the Issuer or the Trustee; provided, however, the Company shall not make any major change or alteration which will materially adversely affect the intended use or structural strength of any part of the Improvements. All changes and alterations made by the Company pursuant to the authority

of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Company, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Company and may be removed by the Company at any time; provided further, however, that all such additional machinery, furnishings, equipment and/or personal property which remain in the Project after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XII

Section 12.1. Additional Improvements. The Company shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Company from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Company pursuant to the authority of this Article shall, during the Term, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time during the Term hereof. The Company covenants and agrees (a) to make any repairs and restorations required to repair any damage to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Company pursuant to this Article which remain in place after the termination of this Lease for any cause other than the purchase of the Project pursuant to Article XVII hereof shall, upon and in the event of such termination, shall continue to be subject to the Base Lease; provided, however, the Company shall have the right, prior to or within 60 days after the termination of this Lease, to remove from or about the Project the buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures which the Company owns under the provisions of this Lease and are not a part of the Project.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations. The Company shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2. Mechanic's Liens. The Company shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien is filed against the Project, or any part thereof, the Company shall discharge the same of record within 30 days after the date of filing, unless such time is otherwise extended in accordance with Section 13.3 hereof. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that mechanic's or similar liens for any such labor, services or materials shall not attach to or affect the estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens. The Company, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, cash or other security reasonably acceptable to the Issuer, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be contracted for by the Company in the Company's own name and the Company shall, at its sole cost and expense, procure (or cause to be procured) any and all permits, licenses or authorizations necessary in connection therewith.

ARTICLE XIV

Section 14.1. Indemnity. The Company shall and hereby covenants and agrees to indemnify, protect, defend and save the Issuer and the Trustee harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Term hereof, including any mechanic's, materialmen's or similar liens against the Project, and upon timely written notice from the Issuer or the Trustee, the Company shall defend the Issuer and the Trustee in any action or proceeding brought thereon; provided, however, that nothing contained in this Section shall be construed as requiring the Company to indemnify the Issuer or the Trustee for any claim resulting from any willful or malicious act or omission of the Issuer or the Trustee, or their respective agents and employees. The Company also covenants and agrees, at its expense, to pay and to indemnify the Issuer and the Trustee from and against all costs, expenses and charges, including reasonable counsel fees (to the extent permitted by law), incurred in obtaining possession of the Project after default of the Company, or in enforcing any covenant or agreement of the Company contained in this Lease or the Indenture.

ARTICLE XV

Section 15.1. Access to Project. The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice to the Company, for the purpose of (a) examining and inspecting the same, (b) performing such work as may be made necessary by reasons of the Company's default under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, and with reasonable notice to the Company for the purpose of exhibiting the Project to prospective purchasers or lessees. The Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Term. The Company shall have the option to extend the Basic Term of this Lease for the Additional Term provided that (a) the Company shall give the Issuer written notice of its intention to exercise each such option at least 30 days prior to the expiration of the Basic Term and (b) the Company is not in default hereunder in the payment of Basic Rent or Additional Rent at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Company exercises such option, the terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon the Issuer and the Company during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of $1,000.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project. Subject to the provisions of this Article, the Company shall have the option to purchase the Issuer's leasehold interest in the Project at any time during the Term hereof and for 10 days thereafter. The Company shall exercise its option by giving the Issuer written notice of the Company's election to exercise its option and specifying the date, time and place of closing, which date (the "Closing Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Company may not, however, exercise such option if the Company is in Default hereunder on the Closing Date unless all Defaults are cured upon payment of the purchase price specified in Section 17.2.

Section 17.2. Termination of Base Lease and Lease; Purchase Price. If said notice of election to purchase is given, the Issuer and the Company shall terminate the Base Lease and this Lease and the Issuer shall release all of its interest in the Project to the Company on the Closing Date free and clear of all liens and encumbrances except:

(a) Permitted Encumbrances;

(b) those to which title was subject on the date of this Lease, or to which title became subject with the Company's written consent, or which resulted from any failure of the Company to perform any of its covenants or obligations under this Lease;

(c) outstanding taxes and assessments, general and special, if any, which have been assessed but not yet paid; and

(d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project.

The City Administrator of the Issuer may, and is hereby authorized to, execute all documents necessary to effect the release of the Issuer's interest in the Project, including without limitation the Release of Leases in substantially the form attached hereto as *Appendix C*; provided, however, that the City Administrator may, in his or her discretion, seek direction from the Governing Body of the Issuer prior to taking such action.

The purchase price to be paid by the Company at closing shall equal:

(a) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (i) the principal of all of the Outstanding Bonds, (ii) all interest due thereon to date of maturity or redemption, whichever first occurs, and (iii) all costs, expenses, and premiums incident to the redemption and payment of said Bonds in full and the termination of the Base Lease and Lease and preparation and delivery of the documents described in Section 17.3, plus

(b) $1,000.

Nothing in this Article shall release or discharge the Company from its duty or obligation under this Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Lease, become due and payable prior to the Closing Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Company prior to the Closing Date.

Section 17.3. Closing of Purchase. On the Closing Date the Issuer shall deliver to the Company the Release of Leases in substantially the form attached hereto as Appendix C, properly executed and releasing the Issuer's interest in the Project to the Company free and clear of all liens and encumbrances except as set forth in the preceding section above provided as follows: (a) the amount specified in clause (i) of Section 17.2 shall be paid to the Trustee for deposit in the Principal and Interest Payment Account to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of said Section 17.2 shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instrument or instruments of conveyance, release or assignment to the Company until after all duties and obligations of the Company under this Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Company of the Issuer's appropriate instrument or instruments of conveyance, release or assignment and payment of the purchase price by the Company, this Lease shall *ipso facto* terminate, subject to the provisions of Section 20.2 hereof.

Section 17.4. Effect of Failure to Complete Purchase. If, for any reason, the purchase of the Issuer's leasehold interest in the Project by the Company pursuant to valid notice of election to purchase is not effected on the Closing Date, this Lease shall be and remain in full

force and effect according to its terms the same as though no notice of election to purchase had been given, except that if such purchase is not effected on the Closing Date because the Issuer is unable to release its leasehold interest in the Project, the Company shall have the right to cancel this Lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full. The Company shall also have the right to exercise any legal or equitable remedies, in its own name or in the name of the Issuer, to obtain a release of the Issuer's interest in the Project.

Section 17.5. Application of Condemnation Awards if Company Purchases Project. The right of the Company to exercise its option to purchase the Issuer's leasehold interest in the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, the Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Company shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Company shall (at the Company's expense) forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Company.

(c) If the Company shall determine that rebuilding, repairing, restoring or replacing the Improvements are not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Company under this Lease nor of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceeds shall be paid to the Trustee for the account of the Company and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition, construction or equipping shall be paid to the Company.

(c) If the Company shall determine, in its sole discretion, that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall be paid into the Principal and Interest Payment Account. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Company agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Company.

Section 18.3. Effect of Company's Defaults. Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Company or any third party if an Event of Default has occurred and is continuing, or the Issuer or Trustee has given notice to the Company of any Default which, with the passage of time, will become an Event of Default. In the event the Company shall cure any Defaults specified herein the Trustee shall make payments from the Net Proceeds to the Company in accordance with the provisions of this Article. However, if this Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes control of the Project without terminating this Lease, the Trustee shall pay all the Net Proceeds held by it into the

Principal and Interest Payment Account and all rights of the Company in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances. If a Change of Circumstances occurs, then the Company shall have the option to purchase the Project pursuant to Article XVII or the option to terminate this Lease by giving the Issuer notice of such termination within 90 days after the Company has actual knowledge of the event giving rise to such option. Such termination shall become effective when all of the Bonds Outstanding are paid or payment is provided for pursuant to the Indenture.

ARTICLE XX

Section 20.1. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

(a) By written notice to the Company upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Company to be immediately due and payable as liquidated damages from the Company, whereupon the same shall become immediately due and payable by the Company;

(b) Give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 10 days after such notice is given and, if all defaults have not then been cured on the date so specified, the Company's leasehold interest of the Project shall cease, and this Lease shall thereupon be terminated, and the Issuer may re-enter and control the Project for the remaining term of the Base Lease; or

(c) Give the Company written notice of intention to terminate the Base Lease and this Lease on a date specified therein, which date shall not be earlier than 10 days after such notice is given and, if all defaults have not then been cured on the date so specified, the Base Lease and this Lease shall thereupon be terminated, or

(d) Without terminating the Base Lease or this Lease, conduct inspections or an Environmental Assessment of the Project, and re-enter the Project or take control thereof pursuant to legal proceedings or any notice provided for by law and this Lease. The Issuer or the Trustee acting on behalf of the Issuer may refuse to re-enter or take control of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Company under any Environmental Law resulting from conditions on the Project.

Having elected to re-enter or take control of the Project without terminating the Base Lease or this Lease, the Issuer and the Trustee acting on behalf of Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of control of the Project shall be construed as an election to terminate the Base Lease or this Lease, and no such re-entry or taking of control shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under the Base Lease or this Lease, all of which shall survive such re-entry or taking of control. The Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any of reletting the Project.

Having elected to re-enter or take control of the Project pursuant to subsection (c) hereunder, the Issuer or Trustee acting on behalf of the Issuer may (subject, however, to any restrictions against termination of the Base Lease or this Lease in the Indenture and to any notice and cure provisions provided for herein), by notice to the Company given at any time thereafter while the Company is in default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under the Base Lease or this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder and thereafter proceed to sell its interest in the Project.

If, in accordance with any of the foregoing provisions of this Article, the Issuer shall have the right to elect to re-enter and take control of the Project, the Issuer may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of covenant.

Net proceeds of any reletting of the Project shall be deposited in the Principal and Interest Payment Account. "Net Proceeds" for this purpose shall mean the receipts obtained from reletting after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting.

Section 20.2. Survival of Obligations. The Company covenants and agrees with Issuer and the Bondowners that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provisions made for the payment thereof in accordance with the Indenture, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease. Notwithstanding any provision of this Lease or the Indenture, the Company's obligations under Section 14.1 hereof shall survive any termination, release or assignment of the Base Lease, this Lease or the Indenture and payment or provisions for payment of the Bonds.

Section 20.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and

every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of Company's Obligations by Issuer. If the Company shall fail to keep or perform any of its obligations as provided in this Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Company's part for 90 days after notice of such failure is given the Company by the Issuer or the Trustee and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Company shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Company within ten (10) days of demand, the Issuer shall have the same rights and remedies provided for in Article XX in the case of default by the Company in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Control. Upon accrual of the Issuer's right of re-entry as the result of the Company's default hereunder or upon the cancellation or termination of this Lease by lapse of time or otherwise (other than as a result of the Company's purchase of the Project), the Company shall peacefully surrender control of the Project to the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Company shall have the right, prior to or within 60 days after the termination of this Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures which the Company owns under the provisions of this Lease and which are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company. All buildings, improvements, machinery, equipment, personal property, furnishings and trade fixtures owned by the Company and which are not so removed from on or about the Project prior to or within 60 days after such termination of this Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative sent via United States mail, postage prepaid, certified or registered mail, return receipt requested, or overnight delivery that provides written evidence of delivery to the Notice Address. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date of first attempted delivery at the Notice Address; notices given by overnight delivery shall be deemed duly given as of the date on the day after they are sent. Notwithstanding the foregoing provisions of this Section 23.1,

notices, certificates or communications to the Trustee shall be deemed duly and fully given only upon receipt by the Trustee. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company to the other shall also be given to the Trustee.

ARTICLE XXIV

Section 24.1. Net Lease. The parties hereto agree (a) that this Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay (or cause to be paid), and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Company under the terms of this Lease, be the absolute property of and be paid over forthwith to the Company.

ARTICLE XXV

Section 25.1. Rights and Remedies. The rights and remedies reserved by the Issuer and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach. No waiver of a breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. Issuer Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably withhold, condition, delay or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. Quiet Enjoyment and Possession. The Company shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation. The Company shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Company's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Company.

ARTICLE XXVIII

Section 28.1. Amendments. This Lease may be amended, changed or modified by an agreement in writing executed by the Issuer and the Company and consented to in writing by the Trustee and by the Owners of all of the Outstanding Bonds.

Section 28.2. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the Company may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of beneficial easements with respect to any property included in the Project, free from any rights of the Issuer or the Bondowners, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Company Representative requesting such instrument, and (iii) a certificate executed by the Company stating (aa) that such grant or release is not detrimental to the proper conduct of the business of the Company, and (bb) that such grant or release will not materially impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Bondowners. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the right of the Bondowners and shall not be affected by any termination of this Lease or default on the part of the Company hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, in the event of the termination of this Lease because of Default of the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests. If requested in writing by the Owners of 100% of the Outstanding Bonds and at the expense of the Company, the Issuer and the Company agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) reasonably necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. After receipt of such Bondowner request, the Issuer shall file or cause to be filed all such original instruments and the Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in certain of its rights under this Lease to the Trustee. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Company, and the Company hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Company will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

Section 28.9. Limitation of Rights Under this Lease. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Lease is intended or shall be construed to give any person, other than the parties hereto and the Trustee and Bondowners, any right, remedy or claim under or with respect to this Lease, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Trustee and the Bondowners as herein provided.

Section 28.10. Integration. This Lease contains the final and complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein.

Section 28.11 Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Notwithstanding the foregoing, and except as expressly authorized under Article II of the Indenture, no reproduction of any Bond certificate, in whole or in part, by electronic means or otherwise, shall be deemed to be or shall be relied upon as authentic, valid or original.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Issuer has caused this Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF GARDNER, KANSAS

By_____
Mayor

(SEAL)

ATTEST:

By_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on May __, 2020, by Steve Shute, Mayor, and Sharon Rose, City Clerk.

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the Company has caused this Lease to be signed by an authorized officer, as of the date first above written.

SUPER MARKET DEVELOPERS, INC.

By: _____
David E. Smith
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on May __, 2020, by David E. Smith, President and Chief Executive Officer of Super Market Developers, Inc., a Missouri corporation.

_____
Notary Public

My Commission Expires: _____

APPENDIX A

FORM OF CERTIFICATE FOR PAYMENT OF PROJECT COSTS

CITY OF GARDNER, KANSAS
Project Fund
(Main Street Market Place)
Payment Order No. ___

UMB Bank, N.A.
1010 Grand Avenue, 4th Floor
Kansas City, MO 64106
Attention: Trust Department

You are hereby authorized and directed by the undersigned, the Authorized Company Representative, acting on behalf of Super Market Developers, Inc., as tenant (the "Company") to disburse funds held by you as Trustee in the above-mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Company or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules has been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Company contained in the Lease dated as of May 1, 2020, by and between the City of Gardner, Kansas, as the Issuer, and the Company are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as said term is defined in the Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of Section 6.1 of the Lease are in full force and effect.

DATED _____ ____, 20____.

SUPER MARKET DEVELOPERS, INC.

By:_____
Authorized Company Representative

EXHIBIT A - Payment Order No. ____

PAYMENT SCHEDULE
FOR BUILDINGS AND IMPROVEMENTS

I hereby certify that the amounts specified below have been paid by the Company to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. Applicable pay applications, purchase orders or invoices and copies of checks or other evidence of payment are enclosed herewith.

PAYMENT SCHEDULE

Payee Name	Payee Address	Purpose or Nature of Payment	Amount

I hereby request that you disburse as a reimbursement to the Company, funds in the total amount set out above. Such reimbursement should be directed to the Company via wire instructions set out below.

WIRE INSTRUCTIONS
[to be provided]

EXHIBIT B - Payment Order No. _____

PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT

I hereby certify that the amounts specified below have been paid by the Company to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. Applicable pay applications, purchase orders or invoices and copies of checks or other evidence of payment are enclosed herewith.

PAYMENT SCHEDULE

Payee Name	Description of Equipment	Amount
	(include name and address of manufacturer, descriptive name, technical description, capacity, serial number or model number as appropriate)	

I hereby request that you disburse as a reimbursement to the Company, funds in the total amount set out above. Such reimbursement should be directed to the Company via wire instructions set out below.

WIRE INSTRUCTIONS
[to be provided]

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Company Representative for Super Market Developers, Inc., as tenant (the "Company"), under a certain Lease dated as of May 1, 2020, between the City of Gardner, Kansas (the "Issuer"), and the Company, and as beneficiary of the Issuer's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place) issued pursuant to a certain Trust Indenture dated as of May 1, 2020 (the "Indenture"), hereby certifies:

1. The Improvements (as defined in the Indenture) have been completed in accordance with the plans and specifications prepared at Company's direction.

2. The Improvements have been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Land as defined in the Indenture); all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's materialmen's or other statutory lien against the Land have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.

4. All Improvements are located or installed upon the Land.

5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Principal and Interest Payment Account being held by the Trustee under the Indenture as required by Section 504 of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

_____
Authorized Company Representative

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed and sworn to or affirmed before me, a notary public, this _____ __, 20__.

_____
Notary Public

My Commission Expires: _____

APPENDIX C

FORM OF RELEASE OF LEASES

When Recorded Return To:
Tyler Ellsworth
Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108

(Space above reserved for the Register of Deeds' recording information)

Title of Document:	RELEASE OF LEASES
Date of Document:	_____, 20__
Grantor(s):	CITY OF GARDNER, KANSAS
Grantee(s):	SUPER MARKET DEVELOPERS, INC.
Grantee's Address:	5000 KANSAS AVENUE KANSAS CITY, KANSAS 66106
Legal Description:	See **Exhibit A** Attached Hereto

RELEASE OF LEASES

The undersigned, on behalf of the City of Gardner, Kansas, a municipal corporation organized under the laws of the State of Kansas (the "Issuer"), hereby states that in connection with the Base Lease dated as of May 1, 2020, between the Issuer and Super Market Developers, Inc., a Missouri corporation (the "Company"), whose mailing address is 5000 Kansas Avenue, Kansas City, Kansas 66106, Kansas 66067, Attn: General Counsel (the "Base Lease"), and the Lease dated as of May 1, 2020, between the Issuer and the Company (the "Lease"), each as referenced, respectively, in that certain Memorandum of Base Lease dated as of May 1, 2020, between the Issuer and the Company and recorded in the office of the Register of Deeds of Johnson County, Kansas on _____, 2020, as Document No. ____ in Book ___ at Page ___, and that certain Memorandum of Lease dated as of _____, 2020, by and between the Company and the Issuer and recorded in the office of the Register of Deeds of Johnson County, Kansas on _____, 2020, as Document No. ____ in Book ___ at Page ___, both of which relate to the property described in *Exhibit A* attached hereto, as of this date all right, title and interest and all obligation or liability under such Base Lease and Lease is released, terminated and discharged.

Dated _____, 20__.

CITY OF GARDNER, KANSAS

By _____
James Pruetting
City Administrator

[SEAL]

ATTEST:

By _____
Sharon Rose, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on _____, 20__, by James Pruetting, as City Administrator of the City of Gardner, Kansas, and Sharon Rose, as City Clerk of said City, a municipal corporation organized and existing under the laws of the State of Kansas.

_____
Notary Public
Name _____

My Appointment Expires:

_____

[SEAL]

EXHIBIT A

DESCRIPTION OF PROPERTY

The following described real estate in Franklin County, Kansas:

Lot 1, Main Street Market Place subdivision, in the City of Gardner, Johnson County, Kansas

APPENDIX D

GLOSSARY OF WORDS AND TERMS

"Abandonment" means the voluntary relinquishment of all right, title, claim and possession, with the intention of terminating the leasehold interest in the Project, but without vesting it in any other person or entity and with the intention of not reclaiming future possession or resuming leasehold possession and enjoyment. The mere nonuse of the Project, lapse of time without claiming or using the Project or the temporary absence of the Company including, but not limited to, nonuse due to condemnation, damage or destruction of the Project, unaccompanied by any other evidence showing intention to abandon shall not, in and of itself, constitute abandonment.

"Additional Rent" means all fees, charges, costs and expenses of the Trustee (including reasonable attorney's fees) payable under the Indenture, all Impositions, all Default Administration Costs (as defined in the Indenture), all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Company has agreed to pay or assume under the provisions of this Lease and any and all expenses (including reasonable attorney's fees) incurred by Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating one year thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Base Lease" means the Base Lease Agreement delivered concurrently with this Lease between the Company and the Issuer.

"Basic Rent" means the amount which, when added to Basic Rent Credits, will be sufficient to pay, on the Payment Date, all principal of and interest on all Outstanding Bonds (as defined in the Indenture) which is due and payable on such Payment Date.

"Basic Rent Credits" means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Payment Date.

"Basic Rent Payment Date" means May 1, 2021.

"Basic Term" means that term commencing as of the date of this Lease and ending on May 1, 2021, subject to prior termination as specified in this Lease, but ending, in any event, when

all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

"Certificate of Completion" means a written certificate signed by the Authorized Company Representative stating that (1) the Improvements have been completed in accordance with the plans and specifications prepared or approved by Issuer or Company, as the case may be; (2) the Improvements have been completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the project are located or installed upon the Land; and (5) if required by ordinances duly adopted by Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Lease.

"Event of Bankruptcy" means an event whereby the Company shall: (i) admit in writing its inability to pay its debts as they become due; (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; (iii) make an assignment for the benefit of creditors; (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Company has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Company to make any payment of Basic Rent within 10 days of the time and in the amounts required hereunder; or

(b) Failure of the Company to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and the same is not remedied within 30 days after the Issuer or the Trustee has given the Company written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Company has commenced such correction within said 30-day period, and (ii) the Company diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Company.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Company's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Company's title to the Project.

"Indenture" means the Trust Indenture delivered concurrently with this Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI of the Indenture.

"Lease" means this Lease between the Issuer and the Company, as from time to time supplemented and amended in accordance with the provisions hereof and of the Indenture.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment or all expenses (including the Company's attorneys' fees and any extraordinary expenses of the Trustee occasioned by such casualty or condemnation) incurred in the collection of such proceeds.

The term "Notice Address" shall mean:

(1) With respect to the Company:

Super Market Developers, Inc.
5000 Kansas Avenue
Kansas City, Kansas 66106
Attn: General Counsel

With a copy to:

Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, MO 64112
Attn: Rich Wood

(2) With respect to the Issuer:

City of Gardner, Kansas
120 East Main Street
Gardner, KS 66030
Attn: City Attorney

(3) With respect to the Trustee:

UMB, N.A., as Trustee
1010 Grand Avenue, 4th Floor
Kansas City, MO 64106
Attention: Trust Department

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Company or the Issuer.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"Term" means, collectively, the Basic Term and any Additional Term of the Lease.

SCHEDULE I

DESCRIPTION OF PROPERTY

The following property leased by the City of Gardner, Kansas (the "Issuer") in connection with the issuance by the City of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place) (the "Series 2020 Bonds"):

(a) The following described real estate in Johnson County, Kansas:

Lot 1, Main Street Market Place subdivision, in the City of Gardner, Johnson County, Kansas

Said real property constituting the "Land" as referred to in the Indenture and the Lease entered into by the Issuer concurrently with the issuance of the Series 2020 Bonds (the "Indenture" and the "Lease"), subject to the Permitted Encumbrances.

(b) All buildings, building additions, improvements, machinery, furnishings and equipment now constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2020 Bonds, and which constitute Improvements as defined in the Indenture, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in the Indenture and the Lease.

EFFECTIVE DATE: MAY 20, 2020

BOND PURCHASE AGREEMENT

BETWEEN

THE CITY OF GARDNER, KANSAS,

AND

SUPER MARKET DEVELOPERS, INC.

DATED AS OF MAY 1, 2020

NOT TO EXCEED $9,500,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2020
(MAIN STREET MARKET PLACE)

BOND PURCHASE AGREEMENT

On the basis of the representations and upon the terms and conditions of this Bond Purchase Agreement dated as of May 1, 2020 (the "Agreement") and effective as of the date set forth on the cover page hereof (the "Effective Date"), Super Market Developers, Inc., a Missouri corporation (the "Company"), offers to purchase up to $9,500,000 principal amount of the Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place) (the "Series 2020 Bonds"), to be issued by the City of Gardner, Kansas (the "Issuer"), pursuant to an Ordinance passed by the Governing Body of the Issuer on May 4, 2020, and in accordance with a Trust Indenture dated as of May 1, 2020, between the Issuer and UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Indenture"). The Project, as defined in the Indenture, will be leased by the Company to the Issuer under a Base Lease Agreement dated as of May 1, 2020 (the "Base Lease"), and leased back to the Company under a Lease dated as of May 1, 2020, between the Issuer and the Company (the "Lease"). Except for the Unassigned Issuer's Rights, as defined in the Indenture, the Issuer's rights under the Base Lease and the Lease will be assigned to the Trustee. All capitalized terms not defined in this Agreement shall have the definitions given them in the Indenture.

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby represents and warrants to the Company, as of the Effective Date, that:

(A) The Issuer is a duly organized and existing municipal corporation of the State of Kansas.

(B) To the best of the Issuer's knowledge and belief: when delivered to and paid for by the Company in accordance with the provisions of this Agreement, the Series 2020 Bonds will have been duly authorized, executed, authenticated, issued and delivered; and, the Series 2020 Bonds will constitute valid and binding special limited obligations of the Issuer payable solely and only from the revenues specified in the Indenture and in conformity with, and entitled to the benefit and security of, the Indenture, the Base Lease and the Lease; and, this Agreement, the Series 2020 Bonds, the Indenture, the Base Lease and the Lease and all action taken by the Issuer in connection therewith shall be in conformity with K.S.A. 12-1740 *et seq.*, as amended.

(C) To the best of the Issuer's knowledge, the execution and delivery of this Agreement, the Series 2020 Bonds, the Base Lease, the Lease and the Indenture and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under any statute, indenture, mortgage, declaration or deed of trust, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to the knowledge of the Issuer, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

(D) To the best of the Issuer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Issuer, challenging or seeking to enjoin the transactions contemplated by this Agreement, the Indenture, the Base Lease or the Lease, or contesting the

validity or enforceability of the Series 2020 Bonds, the Base Lease, the Lease, the Indenture, this Agreement or any agreement or instrument to which the Issuer is a party, used or contemplated to be used in consummation of the transactions contemplated by this Agreement.

(E) Any certificate signed by any authorized officer or official of the Issuer and delivered to the Company shall be deemed a representation by the Issuer to the Company as to the truth of the statements therein made.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Issuer, as of the Effective Date, as follows:

(A) The Company is a corporation duly incorporated and validly existing under the laws of the State of Missouri and in good standing under the laws of the State of Kansas, and has the power to own and lease its properties and do business in the State of Kansas.

(B) To the best of the Company's knowledge, this Agreement is, and upon the final delivery of the Series 2020 Bonds, this Agreement, the Base Lease and the Lease will be, in accordance with their respective terms, legal, valid and binding obligations of the Company. The Company's execution and delivery of the Base Lease, the Lease and this Agreement will not conflict with, or constitute on the part of the Company a violation or breach of, or default under its articles of incorporation, bylaws, or any instrument to which it is a party or by which it is bound or, to the best of its knowledge, any statute or rule or regulation of any court or governmental body having jurisdiction over it or any of its activities or properties or the transactions contemplated by such agreement. All consents, approvals and authorizations which are required for the consummation of the transactions by the Company contemplated by the Base Lease, the Lease and this Agreement have been obtained.

(C) The Company is purchasing the Series 2020 Bonds for investment solely for its own accounts and not with a view to, or for resale in connection with, the distribution thereof. The Company understands that the Series 2020 Bonds have not been registered under the securities laws of any state or under the provisions of Section 5 of the Securities Act of 1933, as amended (the "Act"), and that there are limitations on the transfer of the Series 2020 Bonds, with the consequence that the Company may therefore need to bear the risks of its investment for an indefinite time. The Company also understands that no trading market now exists for the Series 2020 Bonds.

(D) The Company acknowledges and agrees that the Series 2020 Bonds may only be transferred (1) to the Issuer or the Company, (2) with the written consent of the Issuer pursuant to a registration statement which has been declared effective under the Act, or (3) with the written consent of the Issuer to institutional "accredited investors" as defined in Rule 501(a) under the Act, or QIBs. By its acceptance of a Series 2020 Bond, each transferee of a Series 2020 Bond (except for the Issuer and the Company) will be deemed to (1) have represented that the Series 2020 Bonds are being acquired for investment and not with a view to distribution and (a) it is an institutional accredited investor or a fiduciary or agent (other than a United States bank or savings and loan

association) that is acting on behalf of an institutional accredited investor, or (b) it is a QIB acting on behalf of itself or another QIB (and, if it is a QIB, acknowledges that it is aware that the seller may rely on an exemption from the provisions of Section 5 of the Act pursuant to Rule 144A), and (2) have agreed that any resale of the Series 2020 Bonds will be made only in a transaction exempt from registration under the Act and only to an institutional accredited investor or to a QIB in a transaction made pursuant to Rule 144A under the Act, to the Issuer or the Company or pursuant to an effective registration statement filed under the Act or pursuant to another available exemption from registration under the Act. The Trustee, the Issuer and the Company shall have the right, prior to any offer, sale or transfer of the Series 2020 Bonds other than to the Issuer or the Company, to require the delivery of an opinion of counsel, certifications or other information satisfactory to each of them with respect to the lawfulness of such offer, sale or transfer.

(E) The Company has undertaken to verify the accuracy, completeness and truth of any and all statements made or omitted to be made concerning any of the material facts relating to this transaction and warrants and acknowledges that the Company is not relying on any party or person to undertake the furnishing or verification of information relating to this transaction. The Company has been provided, or has in its possession or control, all documents, financial information, risk analysis and such other information as the Company deems necessary in order to make an informed investment decision with respect to the investment in the Series 2020 Bonds and the risks which will be incurred which may interfere with or prevent the timely payment of the principal or the interest represented by the Series 2020 Bonds. The Company is aware that there are certain economic variables and risks that could affect adversely the security of the investment in the Series 2020 Bonds, and the Company is able to bear the economic risks of such investment.

(F) The Company, as purchaser, hereby acknowledges that the Series 2020 Bonds and the Basic Rent (as such term is defined in the Lease) are not general obligations of the Issuer or of the State of Kansas or any political subdivision thereof and that the Basic Rent pledged to the payment of the Series 2020 Bonds constitute obligations of the Company, as the tenant under the Lease. The Company acknowledges that the payment of any amount owing under the Indenture is limited to the sources of payment and security described in the Indenture and that the Issuer makes no representation or warranty regarding the adequacy of any such sources of payment or security.

(G) The Company has such knowledge and experience in business and financial matters, including: (i) the evaluation of investment risks associated with commercial real estate developments such as the Project, (ii) the evaluation of risks associated with the capabilities of entities such as the Company to develop, operate and maintain the Project, and (iii) the analysis, purchase and ownership of industrial revenue bonds and other investment vehicles similar in character to the Series 2020 Bonds, so as to enable it to understand and evaluate the risks of such investments and form an investment decision with respect thereto, the Company has no need for liquidity in such investment and the Company is (or any account for which it is purchasing is) able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

(H) The Company acknowledges that the interest on the Series 2020 Bonds is not exempt from federal income taxation.

(I) The Company has full power and authority to execute this Agreement and to perform its obligations hereunder.

(J) By all necessary action, the Company has duly authorized and approved the execution and delivery of this Agreement.

(K) To the Company's knowledge there is no action, suit, proceeding, inquiry or investigation, before or by any court, public board or body pending or threatened against or affecting the Company or any of its property wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated herein; would in any way adversely affect the validity or enforceability of the Series 2020 Bonds, the Base Lease, the Lease, this Agreement or any instrument to which the Company is a party; or might result in any material adverse change in the financial condition or business of the Company.

SECTION 3. PURCHASE, SALE AND DELIVERY OF THE SERIES 2020 BONDS

(A) On the basis of the representations, warranties and agreements herein contained, and subject to the satisfaction of the terms and conditions herein set forth, at the closing time stated below (the "Closing Time"), the Issuer agrees to sell to the Company, and the Company agrees to purchase from the Issuer the Series 2020 Bonds at a purchase price equal to the aggregate principal amount of the Series 2020 Bonds funded in accordance with this Agreement up to a maximum principal amount of $9,500,000. The Series 2020 Bonds shall mature, shall bear interest at the rate, shall be subject to redemption and shall have the terms established by the Indenture. Payment for the Series 2020 Bonds shall be made by wire transferred Federal Reserve funds, payable to the order of the Issuer, or in such other manner as provided by the Trustee. Upon receipt of the initial funding of the purchase price of the Series 2020 Bonds in an amount not less than the lesser of $100,000, or 5.00% of the maximum principal amount of the Series 2020 Bonds, the Series 2020 Bonds, executed by the Issuer, and authenticated by the Trustee, will be delivered to the Company at the Closing Time, at the offices of Kutak Rock LLP ("Bond Counsel"), Kansas City, Missouri, or at such place or address as may be agreed to by the Company and the Issuer. The Closing Time shall be 9:00 a.m. on the Effective Date or such other time as may be agreed to by the Company and the Issuer.

(B) Subject to the conditions of this Section 3(B) and the further terms and conditions of this Agreement, the Company shall fund the purchase of the Series 2020 Bonds in increments as provided in Section 208(a) of the Indenture and in Section 4.2 of the Lease, up to the maximum principal amount of the Series 2020 Bonds, as provided in the Indenture. The funding of the initial payment for the Series 2020 Bonds and all subsequent advances shall be made in immediately available funds to the order of the Trustee, for the account of the Issuer, or in such other manner as provided by the Trustee. After the initial funding of the purchase price at closing, each subsequent advance shall be subject to the following conditions:

(i) *Written Request*. Advances shall be made only in accordance with the provisions of Section 4.2 and Article V of the Lease upon the Company's written request or on the request of any person or entity designated in writing by the Company to act on the Company's behalf. Each written request shall identify the payees and the amounts to be paid to each and shall be accompanied by invoices, lien waivers, percentage completion certificates, and any other documentation deemed necessary by the Company to support the amounts requested to be paid.

(ii) *Funding Period.* The Company shall have no obligation to advance funds pursuant to this Agreement after the earlier of the Completion Date, the date the Lease terminates or the date in which the maximum principal amount of the Series 2020 Bonds have been funded under this Agreement.

(C) In addition to the foregoing, and on the basis of the same representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the Company agrees to pay from Company funds not related to the Bond proceeds all other reasonable Costs of Issuance at the Closing Time or agrees to make provision for payment of such costs according to their terms.

SECTION 4. CONDITIONS OF THE COMPANY'S OBLIGATIONS

The obligations of the Company to purchase and pay for the Series 2020 Bonds will be subject to the accuracy of the representations and warranties on the part of the Issuer herein, to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the Indenture, the Base Lease and the Lease shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Company and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Company; and

(B) At the Closing Time, the Company shall receive in form and substance satisfactory to it:

(i) the opinion of Bond Counsel approving the issuance and delivery of the Series 2020 Bonds;

(ii) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Company, of an authorized official of the Issuer dated the date of closing to the effect that, to the best of such official's knowledge and belief:

(a) each of the representations and warranties of the Issuer set forth in **Section 1** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Issuer set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) no litigation is pending, or to such official's knowledge threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2020 Bonds or contesting the issuance or the validity of the Series 2020 Bonds, the Ordinance, the Indenture, the Base Lease, the Lease, or this Agreement and that none of the proceedings or authority for the issuance of the Series 2020 Bonds has been repealed, revoked or rescinded;

(iii) certified conformed copies or manually executed counterparts of the Ordinance, the Indenture, the Base Lease and the Lease; and

(iv) such additional certificates, opinions, or documents as the Company may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Company contained in this Agreement are not satisfied or if the obligations of the Company shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Company nor the Issuer shall have any further obligations hereunder.

SECTION 5. DEFAULT OF THE COMPANY

If the Company defaults in its obligations to purchase the Series 2020 Bonds hereunder and other arrangements satisfactory to the Issuer for the purchase of the Series 2020 Bonds are not made within forty-eight (48) hours after written notice specifying such default is sent by the Issuer, this Agreement may be terminated by the Issuer without liability on its part.

SECTION 6. CONDITIONS OF THE ISSUER'S OBLIGATIONS

The obligations of the Issuer to sell and deliver the Series 2020 Bonds will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(A) The Ordinance, the Indenture, the Base Lease and the Lease shall have been duly authorized and executed by the respective parties thereto in the form hereto before approved by the Company and shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Company. The Company shall have provided and there shall be in full force and effect all consents or other appropriate authorizations of the Company, as in the opinion of Bond Counsel, are necessary and appropriate in connection with the execution by the Company of the Base Lease, the Lease and other Company documents contemplated in connection with the issuance of the Series 2020 Bonds;

(B) At the Closing Time, the Issuer shall receive in form and substance satisfactory to Bond Counsel and to it:

(i) the opinion of Bond Counsel approving the issuance and delivery of the Series 2020 Bonds;

(ii) the opinion of counsel for the Company (acting as counsel to the Company, as the tenant under the Lease, and to the Company, as purchaser under this Agreement), that the Base Lease, the Lease and this Agreement constitute valid and legal binding obligations of the Company;

(iii) a certificate or certificates, satisfactory in form and substance to Bond Counsel, of an authorized representative of the Company dated the date of closing to the effect that:

(a) each of the representations and warranties of the Company set forth in **Section 2** hereof is true, accurate and complete in all material respects as of the Closing Time, and each of the agreements of the Company set forth in this Agreement to be complied with at or prior to the Closing Time has been complied with as of such time; and

(b) insofar as the signers of such certificate or certificates are aware, after reasonable investigation, since the date of this Agreement, there has been no material adverse change in the property or financial position of the Company or results of operation of the Company; and

(c) no litigation is pending, or to the knowledge of the Company threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2020 Bonds or in any way contesting or affecting any authority for issuance or the validity of the Series 2020 Bonds, the Base Lease, the Lease or this Agreement or the creation, existence, or powers of the Company to lease the Project;

(iv) certified conformed copies or manually executed counterparts of the Ordinance, the Indenture, the Base Lease and the Lease; and

(v) such additional certificates, opinions, or documents as the Issuer and Bond Counsel or the Company may reasonably request to evidence the due satisfaction at or prior to such time of all conditions then to be satisfied in connection with the transactions contemplated hereby.

If the conditions to the obligations of the Issuer contained in this Agreement are not satisfied or if the obligations of the Issuer terminate for any reason permitted by this Agreement, this Agreement shall terminate and neither the Company nor the Issuer shall have any further obligations hereunder.

SECTION 7. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All representations and warranties of the Company herein shall remain operative and in full force and shall survive delivery of the Series 2020 Bonds.

SECTION 8. INDEMNITY

The Company will indemnify and hold harmless the Issuer, each of its officials and employees and each person who controls the Issuer within the meaning of Section 15 of the Act (any such person being herein in this paragraph sometimes called an "Indemnified Party"), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon an allegation or determination that the Series 2020 Bonds or the obligations of the Issuer under the Indenture have been offered or sold in violation of provisions of the Act, the Securities Exchange Act of 1934, as amended, or the securities laws of any state or territory, or that the Indenture should have been qualified under the Trust Indenture Act of 1939, as amended. This indemnity agreement will not limit any other liability the Company may otherwise have to any such Indemnified Party.

In the event and to the extent that any of the Indemnified Parties is entitled to indemnification from the Company under the terms of the preceding paragraph in respect of any of the losses, claims, damages, liabilities or expenses referred to therein, but such indemnification is unavailable to such Indemnified Party in respect of any such losses, claims, damages, liabilities or expenses, due to such indemnification being held impermissible or unenforceable under applicable law or otherwise, then the Company, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Company in connection with the offering conduct which resulted in such claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The Company and Issuer, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentences of this paragraph. The amount paid or payable by any of the Indemnified Parties as a result of the losses, claims, damages or liabilities referred to above in this paragraph shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with defending such action or claim. The covenants and agreements in this paragraph and the preceding paragraph shall survive the delivery of the Series 2020 Bonds.

SECTION 9. PARTIES IN INTEREST

This Agreement has been and is made solely for the benefit of the Issuer and its officers, agents and employees, the Company, and their respective successors, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Agreement.

SECTION 10. NOTICES

All communications hereunder shall be in writing, and if sent to the Issuer or the Company shall be mailed or delivered and confirmed to the address shown below:

To the Company:
Super Market Developers, Inc.
5000 Kansas Avenue
Kansas City, Kansas 66106
Attn: General Counsel

With a copy to:
Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, MO 64112
Attn: Rich Wood

To the Issuer:
City of Gardner, Kansas
120 E. Main Street
Gardner, KS 66030
Attn: City Attorney

SECTION 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Kansas and may not be assigned by the Issuer or the Company.

SECTION 12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall be one and the same instrument, and any parties hereto may execute this agreement by signing any such counterpart.

[*Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Issuer and the Company have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

CITY OF GARDNER, KANSAS
as Issuer

By: _____
Mayor

IN WITNESS WHEREOF, the Issuer and the Company have caused their authorized representatives to execute and deliver this Agreement as of the date appearing on the first page hereof.

SUPER MARKET DEVELOPERS, INC.
a Missouri corporation

By: _____
David E. Smith
President and Chief Executive Officer

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 4

MEETING DATE: MAY 4, 2020

STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER

Agenda Item: Consider adopting a resolution authorizing the adoption and execution of an amended and restated benefit plan of the City of Gardner, Kansas

Strategic Priority: Fiscal Stewardship

Department: Administration – Human Resources

Staff Recommendation:

Staff recommends adopting a resolution authorizing the adoption and execution of an amended and restated benefit plan of the City of Gardner, Kansas.

Background/Description of Item:

At the January 21, 2020 City Council meeting, the City Council approved entering into a three-year agreement with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services. Since the approval of this agreement, City staff has worked closely with CBIZ both to determine the best insurance options for the City of Gardner and to prepare to leave Midwest Public Risk (MPR).

At the March 16, 2020 City Council meeting, items authorizing the adoption of health insurance plans from Humana and adopting a resolution authorizing the City of Gardner to withdraw participation from MPR were presented and approved.

As part of the transition away from MPR, the City will also need to obtain the services of provider for Flexible Spending Account (FSA) services as part of the City's benefits administration. City staff, in conjunction with CBIZ, determined that Flex Made Easy provided the best options and price for this service, as, unlike many other FSAs, their service is not tied to a particular health insurance provider and can be continued regardless of any insurance provider changes in the future.

Flex Made Easy requires that the Governing Body pass a resolution authorizing staff to execute and implement the administration of these FSA services, referred to within the resolution and plan documents as a "welfare benefit plan". Please note this is the name of the plan only and is not to be confused with any state or federal social programs.

Financial Impact:

None

Attachments included:

- Resolution 2054
- Flex Made Easy plan documents
- Flex Made Easy summary description

Suggested Motion:

Adopt Resolution 2054, a resolution authorizing the adoption and execution of an amended and restated welfare benefit plan of the City of Gardner, Kansas.

RESOLUTION NO. 2054

A RESOLUTION AUTHORIZING THE ADOPTION AND EXECUTION OF AN AMENDED AND RESTATED WELFARE BENEFIT PLAN OF THE CITY OF GARDNER, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. The form of amended and restated Welfare Benefit Plan, hereafter referred to as the "Plan", effective July 01, 2020, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

Section 2. The Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefit under the Plan.

Section 3. The proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

Section 4. The City Administrator; the Human Resources Manager; 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 implementation of the plan

Section 5. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City of Gardner, Kansas, on May 4, 2020.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

City of Gardner

City of Gardner
120 East Main Street
Gardner, KS 66030

City of Gardner FSA Plan

Plan Document

Amended and Restated July 01, 2020

TABLE OF CONTENTS

I. ARTICLE - PLAN DEFINITIONS

II. ARTICLE - PARTICIPATION

01. ELIGIBILITY
02. EFFECTIVE DATE OF PARTICIPATION
03. APPLICATION TO PARTICIPATE
04. TERMINATION OF PARTICIPATION
05. TERMINATION OF EMPLOYMENT
06. REINSTATEMENT OF A FORMER PARTICIPANT
07. DEATH

III. ARTICLE - CONTRIBUTIONS TO THE PLAN

01. SALARY REDIRECTION
02. APPLICATION OF CONTRIBUTIONS
03. PERIODIC CONTRIBUTIONS
04. EMPLOYER CONTRIBUTIONS

IV. ARTICLE - BENEFITS

01. BENEFIT OPTIONS
02. HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT
03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT
04. HEALTH INSURANCE BENEFIT
05. DENTAL INSURANCE BENEFIT
06. VISION INSURANCE BENEFIT
07. NONDISCRIMINATION REQUIREMENTS
08. NON-TAX DEPENDENT COVERAGE

V. ARTICLE - PARTICIPANT ELECTIONS

01. INITIAL ELECTIONS
02. SUBSEQUENT ANNUAL ELECTIONS
03. FAILURE TO ELECT
04. CHANGE IN STATUS

VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

01. ESTABLISHMENT OF BENEFIT
02. DEFINITIONS
03. FORFEITURES
04. LIMITATION ON ALLOCATIONS
05. NONDISCRIMINATION REQUIREMENTS
06. COORDINATION WITH CAFETERIA PLAN
07. HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS
08. DEBIT AND CREDIT CARDS

VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

01. ESTABLISHMENT OF ACCOUNT
02. DEFINITIONS
03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS
04. INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS
05. DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS
06. ALLOWABLE DEPENDENT CARE REIMBURSEMENT
07. ANNUAL STATEMENT OF BENEFITS
08. FORFEITURES
09. LIMITATION ON PAYMENTS
10. NONDISCRIMINATION REQUIREMENTS

11. COORDINATION WITH CAFETERIA PLAN
12. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

VIII. ARTICLE - ADMINISTRATION

01. PLAN ADMINISTRATION
02. EXAMINATION OF RECORDS
03. PAYMENT OF EXPENSES
04. INSURANCE CONTROL CLAUSE
05. INDEMNIFICATION OF ADMINISTRATOR

IX. ARTICLE - AMENDMENT OR TERMINATION OF PLAN

01. AMENDMENT
02. TERMINATION

X. ARTICLE - MISCELLANEOUS

01. PLAN INTERPRETATION
02. GENDER AND NUMBER
03. WRITTEN DOCUMENT
04. EXCLUSIVE BENEFIT
05. PARTICIPANT’S RIGHTS
06. ACTION BY THE EMPLOYER
07. EMPLOYER’S PROTECTIVE CLAUSES
08. NO GUARANTEE OF TAX CONSEQUENCES
09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS
10. FUNDING
11. GOVERNING LAW
12. SEVERABILITY
13. CAPTIONS
14. CONTINUATION OF COVERAGE (COBRA)
15. FAMILY AND MEDICAL LEAVE ACT (FMLA)
16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
17. COMPLIANCE WITH HIPAA PRIVACY STANDARDS
18. COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

City of Gardner

City of Gardner FSA Plan

INTRODUCTION

The company amends and restates this Plan as of July 01, 2020 with an original effective date of July 01, 1991. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the City of Gardner FSA Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

I. ARTICLE - PLAN DEFINITIONS

01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".

03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.

06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order shall be considered a Dependent under this Plan.

    "Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

    For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his or her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

    The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means July 01, 1991.

08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".

09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

    An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that

individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

An "Eligible Employee" shall exclude the following:

- Non-Resident Aliens
- Leased Employees

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.

11. **"Employer"** means City of Gardner and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.

12. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.

13. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.

14. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.

15. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

16. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.

17. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.

18. **"Plan Year"** means the 12-month period beginning July 01 and ending June 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

19. **"Premium Expenses"** or **"Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".

20. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

21. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.

22. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".

23. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

24. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.

II. ARTICLE - PARTICIPATION

01. **ELIGIBILITY**

An individual is eligible to participate in this Plan if the individual:

a. is an Eligible Employee as defined in the Article titled: "Definitions"
b. is working an average of 20 hours or more per week; and
c. is eligible for the group medical plan

02. **EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

03. **APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

04. **TERMINATION OF PARTICIPATION**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

a. **Termination of employment.** The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment";

b. **Death.** The Participant's death, subject to the provisions of the Section titled: "Death"; or

c. **Termination of the plan.** The termination of this Plan, subject to the provisions of the Section titled: "Termination".

05. **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

a. **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

b. **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the end of the month, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.

c. **Health FSA, COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which contributions to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section titled: "Continuation of Coverage" of the Plan.

06. **REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days

later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Health Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Health Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

07. **DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

III. ARTICLE - CONTRIBUTIONS TO THE PLAN

01. **SALARY REDIRECTION**

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

02. **APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

03. **PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

04. **EMPLOYER CONTRIBUTIONS**

The Employer may provide non-elective contributions in the form of Employer Funding into the Health Flexible Spending Account and Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Health Flexible Spending Account and Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

IV. ARTICLE - BENEFITS

01. **BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- Health Flexible Spending Account
- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- Group Medical Plan
- Group Dental Plan
- Group Vision Plan

02. **HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

04. **HEALTH INSURANCE BENEFIT**

a. **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

b. **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

05. **DENTAL INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

b. **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

06. **VISION INSURANCE BENEFIT**

a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

b. **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.

c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

07. **NONDISCRIMINATION REQUIREMENTS**

a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory

in favor of the group in whose favor discrimination may not occur under Code Section 125.

b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

08. NON-TAX DEPENDENT COVERAGE

a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant’s coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant’s portion of the premium cost of coverage under the Employer’s Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant’s gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.

b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

V. ARTICLE - PARTICIPANT ELECTIONS

01. **INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

02. **SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;

c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

03. **FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

04. **CHANGE IN STATUS**

a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

   In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

2. Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

3. Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

4. Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

5. Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

   1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

   2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.

d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under

the Plan if a benefit package option under the Plan provides similar coverage.

e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

   A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.

j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

k. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace, or seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period, and (ii) the Participant, and any related individuals whose coverage is also to be revoked, intend to enroll in a Qualified Health Plan through a Marketplace that is effective no later than the day immediately following the effective date of the revocation.

l. **Health Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

01. **ESTABLISHMENT OF BENEFIT**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of allowable Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Participant's Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below have the following meanings:

a. **"Health Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by the Participant, his or her Spouse and his or her Dependents may be reimbursed.

b. **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

1. one of the 5 highest paid officers;

2. a shareholder who owns (or is considered to own, applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

3. among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

c. **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his or her tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent.

d. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

e. The definitions of the Article titled: "Plan Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

03. **FORFEITURES**

A Participant in the Health Care Flexible Spending Account may roll over up to $500.00 of unused funds at the end of one Plan Year to the next Plan Year. These funds can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirections otherwise permitted for said next Plan Year. Unused amounts are those remaining after all eligible expenses for the Plan Year have been reimbursed. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Unused amounts in excess of $500.00 will be forfeited.

04. **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Health Flexible Spending Account by a Participant in any Plan Year is $2,750.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code.

Carryover: A Participant in the Health Care Flexible Spending Account may roll over up to $500.00 of unused funds at the end of one Plan Year to the next Plan Year. These funds can be used during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirections otherwise permitted for said next Plan Year. Unused amounts are those remaining after all eligible expenses for the Plan Year have been

reimbursed. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Unused amounts in excess of $500.00 will be forfeited.

05. **NONDISCRIMINATION REQUIREMENTS**

a. **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

b. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section and/or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

06. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Plan are eligible to receive Benefits under this Health Flexible Spending Account. Enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

07. **HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

a. **Expenses must be incurred during Plan Year.** All eligible Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed, subject to the Section titled: "Termination of Employment", even though the submission of such a claim occurs after his or her participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

b. **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his or her Spouse or Dependents.

c. **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time after incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

d. **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after the end of the month.

08. **DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

a. **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

b. **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued or remain in effect for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

c. **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Section titled: "Limitation on Allocations".

d. **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.

e. **Card use.** The cards shall only be used for Medical Expense purchases as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, including, but not limited to, the following:

   1. Co-payments for doctor and other medical care;

   2. Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

   3. Purchase of medical items such as eyeglasses, syringes, crutches, etc.

f. **Substantiation.** Such purchases by the cards shall be subject to confirmation by the Administrator, usually by requiring the Participant to submit a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation by the Administrator.

g. **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

   1. Repayment of the improper amount by the Participant;

   2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal and state law;

   3. Claims substitution or offset of future claims until the amount is repaid; and

   4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

01. **ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

02. **DEFINITIONS**

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;

2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

03. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

04. **INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

05. **DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

06. **ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

07. **ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

08. **FORFEITURES**

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

09. **LIMITATION ON PAYMENTS**

a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) and $5,000.00 ($2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

10. **NONDISCRIMINATION REQUIREMENTS**

a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).

b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.

c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

11. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

12. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

a. The Dependent or Dependents for whom the services were performed;

b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;

c. The relationship, if any, of the person performing the services to the Participant;

d. If the services are being performed by a child of the Participant, the age of the child;

e. A statement as to where the services were performed;

f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

g. If the services were being performed in a day care center, a statement:

    1. that the day care center complies with all applicable laws and regulations of the state of residence,

    2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

    3. of the amount of fee paid to the provider.

h. If the Participant is married, a statement containing the following:

    1. the Spouse's salary or wages, if he or she is employed, or

    2. if the Participant's Spouse is not employed, that

        i. he or she is incapacitated, or

        ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.

i. **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

VIII. ARTICLE - ADMINISTRATION

01. **PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

h. To establish and communicate procedures to determine whether a medical child support order is qualified; and

i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

02. **EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

03. **PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

04. **INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

05. **INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

IX. ARTICLE - AMENDMENT OR TERMINATION OF PLAN

01. **AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

02. **TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

X. ARTICLE - MISCELLANEOUS

01. **PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

02. **GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

03. **WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

04. **EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

05. **PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

06. **ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

07. **EMPLOYER'S PROTECTIVE CLAUSES**

a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

08. **NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

09. **INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

10. **FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. **GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Kansas.

12. **SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. **CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

14. **CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

15. **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

17. **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

    a. **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

    b. **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.

    c. **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

    d. **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health

Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:

   i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

   ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

   iii. mitigation of any harm caused by the breach, to the extent practicable; and

   iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

e. **Certification.** The Employer must and hereby does provide certification to the Plan that it agrees to adopt all required provisions as mandated under HIPAA for all non-exempt group health plans, including the following:

1. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

4. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

5. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

7. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

9. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

18. **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

a. **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

b. **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

c. **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "Compliance with HIPAA Privacy Standards".

City of Gardner

City of Gardner
120 East Main Street
Gardner, KS 66030

City of Gardner FSA Plan

Summary Plan Description

Amended and Restated July 01, 2020

TABLE OF CONTENTS

I. ARTICLE - ELIGIBILITY

01. HOW CAN I PARTICIPATE IN THE PLAN?
02. WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR OUR PLAN?
03. WHEN CAN I ENTER THE PLAN?
04. HOW DO I ENROLL IN THE PLAN?

II. ARTICLE - OPERATION

01. HOW DOES THIS PLAN OPERATE?

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

01. HOW MUCH OF MY PAY MAY THE EMPLOYER REDIRECT?
02. WHAT HAPPENS TO CONTRIBUTIONS MADE TO THE PLAN?
03. WHEN MUST I DECIDE WHICH ACCOUNTS I WANT TO USE?
04. WHEN IS THE ELECTION PERIOD FOR OUR PLAN?
05. MAY I CHANGE MY ELECTIONS DURING THE PLAN YEAR?
06. MAY I MAKE NEW ELECTIONS IN FUTURE PLAN YEARS?

IV. ARTICLE - BENEFITS

01. WHAT BENEFITS ARE OFFERED UNDER THE PLAN?
02. HEALTH FLEXIBLE SPENDING ACCOUNT
03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT
04. PREMIUM EXPENSE ACCOUNT

V. ARTICLE - BENEFIT PAYMENTS

01. WHEN WILL I RECEIVE PAYMENTS FROM MY ACCOUNTS?
02. WHAT HAPPENS IF I DON'T SPEND ALL PLAN CONTRIBUTIONS DURING THE PLAN YEAR?
03. FAMILY AND MEDICAL LEAVE ACT (FMLA)
04. WHAT HAPPENS IF MY EMPLOYMENT TERMINATES?
05. WILL MY SOCIAL SECURITY BENEFITS BE AFFECTED?

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

01. DO LIMITATIONS APPLY TO HIGHLY COMPENSATED EMPLOYEES?

VII. ARTICLE - PLAN ACCOUNTING

01. PERIODIC STATEMENTS

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

01. GENERAL PLAN INFORMATION
02. EMPLOYER INFORMATION
03. PLAN ADMINISTRATOR INFORMATION
04. AGENT FOR SERVICE OF LEGAL PROCESS
05. TYPE OF ADMINISTRATION
06. CLAIMS SUBMISSION

IX. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA

01. WHAT IS COBRA CONTINUATION COVERAGE?
02. WHO CAN BECOME A QUALIFIED BENEFICIARY?
03. WHAT IS A QUALIFYING EVENT?
04. WHAT FACTORS SHOULD BE CONSIDERED WHEN DETERMINING TO ELECT COBRA CONTINUATION COVERAGE?
05. WHAT IS THE PROCEDURE FOR OBTAINING COBRA CONTINUATION COVERAGE?
06. WHAT IS THE ELECTION PERIOD AND HOW LONG MUST IT LAST?

07. IS A COVERED EMPLOYEE OR QUALIFIED BENEFICIARY RESPONSIBLE FOR INFORMING THE PLAN ADMINISTRATOR OF THE OCCURRENCE OF A QUALIFYING EVENT?

08. IS A WAIVER BEFORE THE END OF THE ELECTION PERIOD EFFECTIVE TO END A QUALIFIED BENEFICIARY'S ELECTION RIGHTS?

09. IS COBRA COVERAGE AVAILABLE IF A QUALIFIED BENEFICIARY HAS OTHER GROUP HEALTH PLAN COVERAGE OR MEDICARE?

10. WHEN MAY A QUALIFIED BENEFICIARY'S COBRA CONTINUATION COVERAGE BE TERMINATED?

11. WHAT ARE THE MAXIMUM COVERAGE PERIODS FOR COBRA CONTINUATION COVERAGE?

12. UNDER WHAT CIRCUMSTANCES CAN THE MAXIMUM COVERAGE PERIOD BE EXPANDED?

13. HOW DOES A QUALIFIED BENEFICIARY BECOME ENTITLED TO A DISABILITY EXTENSION?

14. DOES THE PLAN REQUIRE PAYMENT FOR COBRA CONTINUATION COVERAGE?

15. MUST THE PLAN ALLOW PAYMENT FOR COBRA CONTINUATION COVERAGE TO BE MADE IN MONTHLY INSTALLMENTS?

16. WHAT IS TIMELY PAYMENT FOR COBRA CONTINUATION COVERAGE?

17. ARE THERE OTHER COVERAGE OPTIONS BESIDES COBRA CONTINUATION COVERAGE?

18. MUST A QUALIFIED BENEFICIARY BE GIVEN THE RIGHT TO ENROLL IN A CONVERSION HEALTH PLAN AT THE END OF THE MAXIMUM COVERAGE PERIOD FOR COBRA CONTINUATION COVERAGE?

19. HOW IS MY PARTICIPATION IN THE HEALTH FLEXIBLE SPENDING ACCOUNT AFFECTED?

City of Gardner

City of Gardner FSA Plan

INTRODUCTION

The Company's Flexible Benefit Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Flexible Benefit Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About our Plan."

I. ARTICLE - ELIGIBILITY

01. **How can I participate in the Plan?**

    Before you can become a Participant in the Plan, there are certain conditions that you must satisfy. First, you must be an active employee working 20 or more hours per week and meet the eligibility requirements.

    After that, you must enroll in the Plan on the "entry date" that has been established for all employees. The "entry date" is defined in Question 3 below. However, in certain limited situations, you may enroll in the Plan at other times as well. See the Article titled: "Contributions".

02. **What are the eligibility requirements for our Plan?**

    You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and the other eligibility requirements established by your employer as defined in section 1.

03. **When can I enter the plan?**

    An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

04. **How do I enroll in the Plan?**

    Before you can join the Plan, you must complete an enrollment form. The enrollment form will allow you to select which benefits you want to participate in under the Plan. This form will also authorize the Company to redirect some of your earnings in order to pay for the benefits you select.

    However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan. These benefits are listed in the Article titled: "Benefits".

II. ARTICLE - OPERATION

01. **How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your earnings contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your earnings that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses that you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under this Plan, you cannot claim a Federal income tax credit or deduction on your return. Participation in this plan is completely voluntary.

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

01. **How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year on a per payroll basis.

02. **What happens to contributions made to the Plan?**

Prior to the Plan start date each year, you must decide on the amount of pre-tax dollars you want to contribute to the Plan. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, those dollars will be used to pay those expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

For information regarding the administration of contributions in specific accounts under this Plan, please refer to the Article titled: "Benefits".

03. **When must I decide which accounts I want to use?**

You are required by Federal regulations to decide during the enrollment or election period (defined below) prior to the Plan Year start. You must decide which accounts you want and how much you want to contribute to each account.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance, unless you elect during the election period (defined below) not to participate in the Plan.

04. **When is the election period for our Plan?**

You will make your initial election on or before your entry date. (Please review the Article titled: "Eligibility" to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Company and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Company will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

05. **May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections.

You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you certain other rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the

law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if the Company adds a new coverage option or eliminates an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

06. **May I make new elections in future Plan Years?**

Yes. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, the Company will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV. ARTICLE - BENEFITS

01. **What benefits are offered under the Plan?**

You may choose to receive your entire compensation or use a portion to pay for benefits under this plan.

02. **Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code and that are not covered by our insured medical plan, and to save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account for the Plan Year is $2,750.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. In addition, you may carry over any amount left in your account up to $500.00. This amount can be used the following Plan year to pay for eligible expenses.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. The Company will also provide you with a debit card to use to pay for qualified medical expenses. The Administrator will provide you with further details about the debit card. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. As required by law, reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A “child” is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status for purposes of coverage changes.

03. **Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

The most that you can contribute to your Dependent Care Flexible Spending Account for the Plan Year is $5,000.00.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

a. A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;

b. An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

c. An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) $5,000.00 (if you are married filing a joint return or you are head of a household) or $2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed annual earned income (a spouse who is a full time student or incapable of caring for himself/herself has a deemed monthly earned income of $250 for one dependent or $500 for two or more dependents).

Also, in order to be able to exclude from your income the reimbursements made to you from this account, you must provide on your tax form for the year the name, address, and in most cases, the taxpayer identification number of the service provider, as well as the amount of such expense. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Consult with your tax adviser for further information.

04. **Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various group insurance programs the Company offers you. These premium expenses include:

- Health care premiums under our insured group medical plan
- Dental insurance premiums
- Vision insurance premiums

Under this Plan, the Company will allocate the pre-tax premium withholding to the accounts established under the Plan pursuant to the Participants' elections. Certain limits on the amount of coverage that can be paid through pre-tax premiums may apply.

The Company may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. The Company will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V. ARTICLE - BENEFIT PAYMENTS

01. **When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Health Flexible Spending Account or Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

02. **What happens if I don't spend all Plan contributions during the Plan Year?**

If you have unused contributions in your account at the end of the current Plan Year, those monies will be forfeited to the Employer. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited.

At the end of the Plan Year, and after all eligible reimbursements have been made, any unused funds up to $500.00 in your Health Flexible Spending Account will roll over into the new Plan Year. Any unused funds left in the account over $500.00 will be forfeited to the Employer. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

03. **Family and Medical Leave Act (FMLA)**

If you take a leave under the Family and Medical Leave Act, you may continue, revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage for these benefits terminates, due to your revocation of the benefit to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect $1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference – for example, from $100 per month to $150 per month, etc. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect $1,200 for the year and are out on leave for 3 months, your amount will be reduced to $900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

04. **What happens if my employment terminates?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

a. You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

b. You will still be able to request reimbursement for qualifying dependent care expenses up to 90 days after the end of the month from the balance remaining in your Dependent Care Account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after termination.

c. For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending

Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit, within 90 days after the end of the month, claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

05. **Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as the Company contributions to Social Security on your behalf.

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

01. **Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII. ARTICLE - PLAN ACCOUNTING

01. **Periodic Statements**

Periodically during the Plan Year, the Administrator will provide you with a statement of your account that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

01. **General Plan Information**

City of Gardner FSA Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The company amends and restates this Plan as of July 01, 2020 with an original effective date of July 01, 1991.

Your Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on July 01 and ends on June 30.

02. **Employer Information**

Your Employer's name, address, and tax identification number are:

City of Gardner
Alan Abramovitz
120 East Main Street
Gardner, KS 66030
913-856-0943
aabramovitz@gardnerkansas.gov
FEIN: 48-6033380

03. **Plan Administrator Information**

The name and address of your Plan's Administrator are:

City of Gardner
120 East Main Street
Gardner, KS 66030
913-856-0943
aabramovitz@gardnerkansas.gov

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

04. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the Plan. The Plan's Agent of Service is:

City of Gardner
120 East Main Street
Gardner, KS 66030
913-856-0943
aabramovitz@gardnerkansas.gov

05. **Type of Administration**

The type of Administration is Employer Administration.

06. **Claims Submission**

Claims for expenses should be submitted to:

Flex Made Easy
4551 W 107th St. Suite 310
Overland Park, KS 66207

IX. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") beyond the time when coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

01. **What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

02. **Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

a. Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

b. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

03. **What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provides that the Plan participant will lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

a. The death of a covered Employee.

b. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

c. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

d. A covered Employee's enrollment in any part of the Medicare program.

e. A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

04. **What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. You should be aware that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

05. **What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

06. **What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

07. **Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

a. the end of employment or reduction of hours of employment,

b. death of the employee,

c. commencement of a proceeding in bankruptcy with respect to the Employer, or

d. entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES: Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Gardner

120 East Main Street
Gardner, KS 66030

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

08. **Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

09. **Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. **When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

a. The last day of the applicable maximum coverage period.

b. The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.

c. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.

d. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.

e. The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

f. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

   1. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

   2. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

   The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

   In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. **What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

a. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

b. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:

   1. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or

   2. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

c. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

d. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. **Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of

the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. **How does a Qualified Beneficiary become entitled to a disability extension?**

    A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. **Does the Plan require payment for COBRA continuation coverage?**

    For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. **Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

    Yes. The Plan is also permitted to allow for payment at other intervals.

16. **What is Timely Payment for COBRA continuation coverage?**

    Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

    Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

    If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of $50 or 10% of the required amount.

17. **Are there other coverage options besides COBRA Continuation Coverage?**

    Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

18. **Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

    If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

19. **How is my participation in the Health Flexible Spending Account affected?**

    You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money

than you have taken out in claims. For example, if you elected to contribute an annual amount of $750 and, at the time you terminate employment, you have contributed $400 but only claimed $200, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the $750. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Attachment A

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Purpose

This notice is intended to inform you of the privacy practices followed by your employer's Healthcare Flexible Spending Account Plan. It also explains the Federal privacy rights afforded to you and the members of your family as Plan Participants covered under a group health plan.

As a Plan sponsor your employer often needs access to health information in order to perform Plan Administrator functions. We want to assure the Plan Participants covered under our group health plan that we comply with Federal privacy laws and respect your right to privacy. We require all members of our workforce and third parties that are provided access to health information to comply with the privacy practices outlined below.

Uses and Disclosures of Health Information

Healthcare Operations. We use and disclose health information about you in order to perform Plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand utilization and to make plan design changes that are intended to control health care costs.

Payment. We may also use or disclose identifiable health information about you without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a healthcare provider that provided treatment to you will provide us with your health information. We use that information to determine whether those services are eligible for payment under our group health plan.

Treatment. Although the law allows use and disclosure of your health information for purposes of treatment, as a Plan sponsor we generally do not need to disclose your information for treatment purposes. Your physician or healthcare provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and healthcare operations.

As permitted or required by law. We may also use or disclose your health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, in order to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share health information during a corporate restructuring such as an merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, in order to prevent serious harm to you or others.

Pursuant to your Authorization. When required by law, we will ask for your written authorization before using or disclosing your identifiable health information. If you choose to sign an authorization to disclose information, you can later revoke that authorization to cease any future uses or disclosures.

Right to Inspect and Copy. In most cases, you have a right to inspect and copy the health information we maintain about you. If you request copies, we will charge you $0.05 (5 cents) for each page. Your request to inspect or review your health information must be submitted in writing to the person listed below.

Right to an Accounting of Disclosures. You have a right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment, healthcare operations, or pursuant to your written authorization.

Right to Amend. If you believe that information within our records is incorrect or missing, you have a right to request that we correct the incorrect or missing information.

Right to Request Restrictions. You may request in writing that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request, but are not legally obligated to agree to those restrictions.

Right to Request Confidential Communications. You have a right to receive confidential communications containing your health information. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

Right to Receive a Paper Copy of this Notice. If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

Legal Information

The Company is required by law to protect the privacy of your information, provide this notice about information practices, and follow the information practices that are described in this notice.

We may change our policies at any time. Before we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our current notice at any time. For more information about our

privacy practices, contact the person listed below:

City of Gardner
Alan Abramovitz
120 East Main Street
Gardner, KS 66030
913-856-0943
aabramovitz@gardnerkansas.gov

If you have any questions or complaints, please contact the Plan Administrator listed under the Article titled: "General Information About Our Plan".

Filing a Complaint

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services; Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit *www.hhs.gov/ocr* for further information.

City of Gardner, KS

Council Actions

May 4, 2020

The City Council took the following actions at the May 4, 2020, meeting:

1. Recognized Kerry Hamel with “Spirit of Gardner” award.
2. Proclaimed May 3-9, 2020 as “Drinking Water Week” in the City of Gardner, Kansas.
3. Proclaimed May 10-16, 2020 as “Police Week” in the City of Gardner, Kansas.
4. Presented the Gardner Destination Downtown Plan.
5. Presented 2021-2022 Budget Requests.
6. Approved the minutes as written for the regular meeting held April 20, 2020. (Passed unanimously)
7. Approved City expenditures prepared April 15, 2020 in the amount of $13,250.00; and April17, 2020 in the amount of $448,506.64; and April 24, 2020 in the amount of $1,695,791.73. (Passed unanimously)
8. Authorized the execution of a construction contract for the Tuscan Farms Sanitary Sewer Lift Station. (Passed unanimously)
9. Authorized a task order agreement for construction services for internal improvements in the City of Gardner. (Passed unanimously)
10. Accepted and authorized payment for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project. (Passed unanimously)
11. Adopted Ordinance 2661, an ordinance adopting amendments to the Comprehensive Plan for the City of Gardner, Kansas, amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation; and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan. (Passed unanimously)
12. Adopted Ordinance 2662, an ordinance authorizing the issuance and delivery of $27,450,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.. (Passed unanimously)
13. Adopted Resolution 2053, a resolution prescribing the form and details of and authorizing the delivery of $27,450,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.. (Passed unanimously)
14. Adopted Ordinance 2663, an ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (taxable under federal law), Series 2020 (Main Street Market Place), in the principal amount of not to exceed $9,500,000 for the purpose of financing a portion of the costs of the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of bonds. (Passed unanimously)
15. Adopted Resolution 2054, a resolution authorizing the adoption and execution of an amended and restated welfare benefit plan of the City of Gardner, Kansas. (Passed unanimously)