AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, October 5, 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 October 5 2020 to cityclerk@gardnerkansas.gov. The meeting will be open to the public *

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclaim the month of October 2020 as Fire Prevention Month in the City of Gardner, Kansas
2. Proclaim the month of October 2020 as Community Planning Month in the City of Gardner, Kansas
3. Proclaim the week of October 4-10, 2020 as Public Power Week in the City of Gardner, Kansas
4. Proclaim the month of October 2020 as Breast Cancer Awareness Month in the City of Gardner, Kansas

PUBLIC HEARINGS

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 September 21, 2020
2. Standing approval of City expenditures prepared September 18, 2020 in the amount of $956,871.14; and September 25, 2020 in the amount of $1,042,117.50
3. Consider accepting the sanitary sewer easement dedications by separate instruments for Hilltop Ridge Subdivision
4. Consider authorizing the execution of the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider a resolution providing the Authority to Award the Contract and Commitment of City funds for the I-35 and Gardner Road interchange project
2. Consider adopting a resolution approving the execution and delivery of an Amended and Restated Development Agreement for a development project within the City; and waiving notice or the exercise of a purchase option in connection with the City's Industrial Revenue Bonds (Taxable Under Federal Law, Series 2020 (Main Street Market Place)
3. Consider adopting a Resolution amending the City of Gardner's Personnel Policies 2018 Edition, Section 5
4. Consider adopting a resolution amending the City of Gardner's Social Media Policy

COUNCIL UPDATES – 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, the City of Gardner is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, U.S. fire departments responded to 481,500 home fires in 2019, according to the National Fire Protection Association (NFPA); and there were 2,980 home fire fatalities reported, representing 80% of all U.S. fire deaths; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 172,900 annually per year; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Johnson County Fire District #1 first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2020 Fire Prevention Week theme, "Serve Up Fire Safety in the Kitchen!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

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

Fire Prevention Month

in the City of Gardner, and ask the citizens of this community to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Month and support the many public safety activities and efforts of Johnson County Fire District #1 fire and emergency services.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 5th day of October 2020.

CITY OF GARDNER, KANSAS

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Steve Shute, Mayor

(SEAL)

Attest:

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Sharon Rose, City Clerk

PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Gardner and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Gardner and extend our heartfelt thanks for the continued commitment to public service by these professionals

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

Community Planning Month

in the City of Gardner in conjunction with the celebration of National Community Planning Month.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 5th day of October, 2020

CITY OF GARDNER, KANSAS

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Steve Shute, Mayor

(SEAL)

Attest:

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Sharon Rose, City Clerk

PROCLAMATION

WHEREAS, we the citizens of Gardner, Kansas place high value on local choice over community services and therefore have chosen to operate a community owned, locally controlled electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, the City of Gardner electric utility provides our homes, businesses, schools, social services and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service; and

WHEREAS, the City of Gardner electric utility is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the City of Gardner electric utility is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim the week of October 4-10, 2020 be designated

Public Power Week

to recognize the City of Gardner electric utility for its contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power. City of Gardner electric utility will continue to work to bring low-cost, safe, reliable electricity to community homes and businesses. Our community joins with more than 2,000 other public power systems in the United States in this celebration of public power.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 5th day of October, 2020.

CITY OF GARDNER, KANSAS

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Steve Shute, Mayor

(SEAL)

Attest:

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Sharon Rose, City Clerk

PROCLAMATION

WHEREAS, while considerable progress has been made in the fight against breast cancer, it remains the most commonly diagnosed cancer and the second leading cause of death among women in the United States; and

WHEREAS, each year it is estimated that more than 260,000 women and more than 2,500 men in the United States will be diagnosed with breast cancer and more than 41,000 will die as a result of the disease; and

WHEREAS, National Breast Cancer Awareness Month is a platform for educating women about the importance of early detection of breast cancer through mammography and other methods; and

WHEREAS, through research and advocacy, significant advances have been made in the fight against breast cancer, including significant decreases in mortality; and

WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease;

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

Breast Cancer Awareness Month

in the City of Gardner, and ask the citizens of this community to unite to prevent breast cancer deaths through increased education and regular screening.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 5th day of October 2020.

CITY OF GARDNER, KANSAS

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Steve Shute, Mayor

(SEAL)

Attest:

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Sharon Rose, City Clerk

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2020 – 148
September 21, 2020

The City Council of the City of Gardner, Kansas met in regular session on September 21, 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; Police Captain Lee Krout; Utilities Director Gonzalo Garcia; Public Works Director Michael Kramer; Finance Director Matthew Wolff; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; City Engineer Tim McEldowney; 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, Mayor Shute called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Presentation of the Waverly Road Project, 175th to Madison

City Engineer Tim McEldowney provided background regarding the project. The city selected Affinis to design the project. Their original scope included intersection improvements at Waverly & Madison, specifically, the need for a traffic signal, pedestrian signal, and/or a roundabout. After their preliminary analysis, they indicated the roundabout may be the best solution. Staff met with council in December 2019 to discuss, and the resulting direction was to move forward with the roundabout. On July 20, 2020, Affinis made a presentation (located here) to the council recommending the roundabout, and the resulting direction was to move forward with the final design, but also that staff should meet with the school district and fire district to address concerns they may have. On August 3rd, the governing body indicated there was still some concern about the roundabout and wanted staff to meet with the fire district and school. On August 19th, staff and Affinis met with the districts and shared the presentation previously given at the council meeting and discussed their concerns. Affinis consultant, Kristin Leathers-Gratton is here to review the previous presentation and provide additional information related to pedestrian movements in the roundabout.

Kristin Leathers-Gratton, Affinis, shared the updated presentation (located here), including the primary project of Waverly, from 175th to Madison. Alternate1 is the south piece of Waverly, from 175th to 56; and alternate 2 would extend from Madison north to Fountain St. Affinis took traffic counts during school session to perform a traffic study to see what improvements are needed. Traffic signals must meet certain criteria before they can be recommended for an intersection. This did not meet those warrants. Installing signals where they are not warranted cost money to maintain, increased delays at the intersection, rear-end accidents. They rated the intersection on a level of service, a grade scale based on delay of vehicle by seconds. An A level is less than 10 seconds delay, an F level is more than 50 seconds delay. They performed that analysis on the intersection today, and also what the counts would be in the future with new the new subdivision. At the existing configuration, Waverly functions at a Level A, while Madison, especially the left turn movements are near the bottom of the level scale. The new development expected to be built out in 3-5 years shows the leg by the elementary school and high school is exceeding 50 seconds in the morning and 40 seconds in the afternoon. The proposed improvements to Waverly includes a three lane section on Waverly, creating a center turn lane which alleviates some delay, but the left turn movements on Madison still have significant delay at current conditions and going forward. Service progressively declines as traffic continues to grow and the area develops. The consultants, knowing a traffic signal isn't warranted, chose a roundabout as another solution. The level of service significantly improves, not just in delay of vehicles, but it improves the performance of the connectivity of pedestrians through the intersection as well. One benefit is that traffic can keep moving through and there is a reduced distance pedestrians have to cross before they get to a refuge island. The crosswalks are offset from the center island of the roundabout where traffic is flowing. That allows the drivers to have a better line of sight on those pedestrians as they're in the refuge island or entering the crossing. It allows pedestrians a better line of sight of where cars are in the traffic circle so they can see as they are coming onto the lane they are crossing.

Engineers rely heavily on federal standards and guidelines, recommended practices. Roundabouts have been a proven safety countermeasure as recommended by the Federal Highway Administration (FHWA). They've been in place for several years, have continued to improve in performance, and the guidelines are well tested. The FHWA recognizes that roundabouts improve safety for all users, including pedestrians and cyclists. Roundabout significantly reduce the types of crashes that can result in injury or loss of life. In a traditional intersection, running a stop sign or light results in a t-bone accident, which is more cause for injury as opposed to a rear-end fender bender because someone didn't slow down enough. There are fewer conflict points and roundabouts promote slower speeds. A roundabout is a traffic calming device meant to slow vehicles. By slowing vehicles, they improve pedestrian safety because vehicles have a better line of sight. Leathers-Gratton showed a diagram of conflict points in a roundabout, 8 conflict points, versus a traditional intersection, 32 vehicle conflict points and 24 pedestrian conflict points. The refuge island is a feature that has come a long way. It provides pedestrians a place to cross while looking for traffic on one side to get to the island then look the other direction to cross the rest of the intersection. If it's a traditional three-lane intersection, they will cross 36 ft of pavement while trying to watch traffic in both directions on Waverly because there is no stop. Leathers-Gratton showed an image of line of sight. When traveling 15-20 MPH, drivers can see pedestrians on the sidewalk; it's a better peripheral of the area. At 35-40 MPH, the focus becomes where the driver is going and they lose that peripheral. Slower speeds improve line of sight and acknowledgement of pedestrians in the intersection or getting ready to enter the intersection. The average speed of this roundabout will be 20 MPH, as a traffic calming measure the speeds will be lower all day long and not just when the school zone signs are flashing. Leathers-Gratton showed a slide illustrating how to walk through a roundabout, noting that the crosswalk is strategically set back from the intersection so drivers are watching the crosswalk and not yet focusing on how to get into the circle. A pedestrian enters and looks to the side of oncoming traffic until they get to the refuge, then look the other direction across the lane. Leathers-Gratton showed an instructional video on pedestrians at roundabouts. Leathers-Gratton noted there had been questions regarding first responders getting through the roundabout. Emergency service is critical. They need to get to emergencies as quickly as possible and as safely as possible. Drivers are supposed to clear the roundabout before they stop, which is also the same as normal intersections. Affinis engineers have a software that allows them to run the turning movement of vehicles, including fire trucks, and use the specifications that the first department provided. They ran the truck through the roundabout to make sure it would not encroach on the center island, and it was successful. The center island is designed to be mountable. The curb is a low back curb that can be driven over if needed. Leathers-Gratton showed a chart illustrating the collision reductions with roundabouts. Fatality collisions are at a 90% reduction. When there is a stop condition, like on Madison, the longer drivers wait, they become frustrated and try to cross in a gap and get into traffic and that's where the injury accidents happen. Roundabouts reduce pedestrian collisions by 40%. She continued, showing an example of a roundabout at Clear Creek Pkwy and Monticello in Shawnee that has four schools in the corridor. Leathers-Gratton introduced Scott Crain with Affinis, who lives in this area and his children went to school there. He experienced it as a parent. There are four schools that come through this intersection: a middle school, two elementary schools, and a high school. Crain noted that all the schools have boundary configurations such that pedestrians headed to each of the schools have opportunity and need to utilize crossings at this location. He lived three blocks from this roundabout until January of this year. He had two children using this roundabout as pedestrians accessing these schools. The pedestrians are assisted by a single crossing guard. He believes roundabouts are safer for pedestrians that traditional intersections, for all the reasons heard in the presentation. Crain noted there are concerns about queuing, which does occur on the exampled roundabout. It creates a 'take your turn' mentality and it works well; it produces traffic flows that continue to support the remaining capacity between this location and the schools. He suggested that it may create a safer situation for pedestrians because it slows people down at that location. Crain noted they offered the school district the opportunity to discuss additional ways to reduce the queuing lengths that might approach the roundabout. Councilmember Melton asked how is this roundabout with semi-trucks? That will be an issue. Leathers-Gratton said that is what the truck apron is for, if they need it. In those instances when a big truck is moving, they will encroach on the apron if they need to. Councilmember Gregorcyk asked what kind of pedestrian volume does the intersection in Shawnee have during peak school hours? Mr. Crain said it's what you'd expect with fully developed residential neighborhoods all around. There are also many walkers throughout the day. Melton noted the intersection in Shawnee is not quite an apples to apples comparison based on a map he looked up. The distance between the

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schools and where the roundabout is isn't the same as here where the schools are right on top of each other. Councilmember Baldwin noted it would still have the same amount of traffic. Melton said not at the roundabout, because there are places up and down the street to cross. Baldwin said with four schools versus two, with one being mostly drivers, there will be a higher volume at this one. Leathers-Gratton said this is to illustrate there are school aged pedestrians that cross this intersection regularly, which was one of the school district's concerns. This conveys the point that it functions safely for pedestrian traffic as well as vehicular traffic. Leathers-Gratton showed a video about the Blue Valley School District roundabout. She noted the school district requested that rapid repeating flashing beacons installed at the crosswalks to bring additional awareness to pedestrian movement, and noted that's an option for this roundabout as well. Leathers-Gratton played a video illustrating several large trucks and trailers moving throughout roundabouts. She then noted they ran their software with fire truck specifications and school buses, and the roundabout can accommodate them without having to encroach on the center island. They chose the roundabout because of vehicle safety and movement, reducing congestion at the intersection, and it's a safe option for pedestrians.

Mayor Shute recommended opening the public hearing for comments, and then having the presenter address concerns after the hearing.

PUBLIC HEARING

1. **Hold a public hearing for the purpose of receiving comments on the design and reconstruction of the intersection at Waverly Road and W. Madison Street**

Councilmember Melton made a motion to open a public hearing for the purpose of receiving public comments on the design and reconstruction of the intersection at Waverly Road and W. Madison Street.

Councilmember Baldwin Seconded.

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

Bruce Kracl, Director of Operations for USD 231, spoke to reiterate the concerns outlined in the letter sent in early September. They are still present and include the fact that there will be moving traffic from four different sides of the roundabout. They have concerns with elementary aged students having to cross potentially two arms of the roundabout. The walking distance isn't significantly greater, but it is greater, with a refuge island. Students may have to stop more frequently than they would with a standard intersection. The crossing guard company would need to add a 2nd crossing guard to ensure safety. When there's no school, or activities after hours, there's no crossing guard present. They analyzed the various roundabouts presented, and the issue was where the boundary was, and in the case of the roundabout at Monticello, it's the elementary school boundary. They appreciate that children have to cross one arm, but it's not comparative in that they may not have to cross two arms. Regarding the number of students, based on information the school has, they have about 35 elementary students passing through that intersection to get to Madison Elementary. They don't have a count for the high school. Those numbers may range from 20-50 at the elementary level based on information from the principal.

Al Sanchez, 31150 W. 170th Terr., lives on Waverly, across from the elementary school and diagonal from high school. He's watched traffic move through there for several years, and driven through there almost every day. There are two factors for a roundabout, the traffic lane and the traffic density. Heh doesn't know that the traffic density may warrants a roundabout. Traffic signals aren't warranted. Regarding traffic lane, the important thing is behavior of the driver. Driver behaviors. Drivers need to see eye-to-eye, same as pedestrians. Pedestrians have to be seen and see traffic. He has 20+ years as a retired law enforcement officer. The problem is the behavior of the driver and eye-to-eye contact, especially at stop signs. There is a lot of confusion. He's driven the roundabout by Moonlight. When going through it, a driver has to see the other driver, consider the other driver, and look at the pedestrians and see if the pedestrians see the driver. With small children, that's an issue. It's also about traffic management of people driving their children every morning. Traffic is backed up every morning and he doesn't know what a roundabout will do to help that because they still have to enter the grade school, in and out, so traffic management is a better source. Pedestrians and cyclists will be outside of school hours. There are a lot. The

concept of yielded entry, driver behavior, has there been a study by the police department at the existing roundabout? Has there been a study to watch pedestrians and is it a high speed/high accident area? Is it a high cost? He heard about safety, but not cost, is it a good use of citizen money? He is opposed to roundabout and he lives there. The council is elected to make decisions, but have public hearings to get residents' input for consideration.

Melissa Hershey, 301 N. Pear, came as a concerned citizen. When the information came out about the roundabout, she did her own research and didn't find a lot about how it affects pedestrians, she's glad the presentation addressed that. Her concern is about the crossing guard since the walkways are moved back. How will one crossing guard handle it? If two are included, it would make her feel better. Will there be a guarantee of two crossing guards?

Chris Benjamin, 829 Fountain St, which is just north of Madison Elementary. His children have been going to the elementary and high school since 2010. He's walked them on that intersection, and can see the intersection from the back of his house. He sees 5-year-old kids running late for school and not paying attention and they are by themselves. About 10 years ago, they lost a child, Kade Meyer, because he crossed the street not at a crosswalk. It's difficult to get kids to do the right thing every time, so putting in a roundabout where they have to go completely around and take another couple minutes of their day, how many kids will just go up the street and just run across? Crossing guards are usually retired, or this is their second job, and they don't move fast, and now they will navigate four points, how will they control the traffic? The residents speaking tonight live there, understand and see what takes place every day, not just during school, but out walking with their families. He echoes the other residents that it's not a great idea.

David Bender, 17140 S. Walter, has been walking his kids to school the last few years. When his daughter was in kindergarten, he tried to train her and give her some independence. The crossing guard failed that day, and he watch his child run across Waverly in the rain in between traffic. Since then, he's walked them all the way to the school. His concern is the roundabout is a yield. Currently it has two stops. Young children know what stop means. Everyone looks to yield signs as an unwritten policy to keep on going. They are supposed to yield for pedestrians, but the new drivers going to the high school won't do that. They are still learning to drive. A high school kid showing off took out the sign into the ditch during school. This morning, a car chase went through there at 65 mph. He believes a signal would be more efficient because it makes them stop even if they are turning. If they hit a 5 year old at 20 mph, it's going to cause injury, but at zero mph, it gives the 5 year old a chance. He encouraged the governing body to think about the kids more than the traffic. The traffic will incase, there are developments coming, there will be more to discuss in coming years, but right now it's important to think of the kids.

Clayton Westgate, 31118 169 Terr., lives just west of Madison Elementary. The main function of this is to try to improve the traffic flow, but the traffic mainly backs up when people are taking their kids to and from school, because Madison Elementary is so close to the intersection. Parents are waiting for the kids before school is out, so traffic backs up all the way to the intersection and curves around to Waverly. The roundabout won't make any difference. People will be stuck and not able to around them. People that aren't picking up kids that are just trying to get up and down Waverly will have to navigate around the traffic. He doesn't have an answer, but the roundabout will make things worse and compound the issue with school traffic. The two schools so close to the intersection are an issue in the slowing the traffic, but the roundabout won't speed it up.

Darral Van Goethem, 135 W. Colleen Dr., doesn't live near there, but his youngest goes to school there currently. He drives up Waverly and can take a right into the school. It doesn't make sense to put a roundabout there. He's a proponent of roundabouts, loves them, but the purpose of a roundabout is to keep traffic moving in a harmonious way. They don't want traffic continuously moving in the spot where the elementary school is. He wants people to be alert and paying attention. Like what was said earlier, his 7 year old is more than likely to jump out in front of anything if she sees something interesting across the street. She doesn't cross there, he takes her to school every day, and she busses daily to her mother who teaches at Pioneer Ridge. He has concerns from a neighborhood perspective. They don't want traffic continuously moving in front of schools where there is a high impact area where kids are crossing.

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Dennis Meyers, Deputy Fire Chief, Johnson County Fire District #1, said they are not in favor of roundabouts because it delays their calls. They usually deal with two lane roundabouts that allow room for vehicles to move over like a regular street. If they come down Waverly and encounter a vehicle in the triangle, and the vehicle stops, now the truck is stopped until the truck tries to push the vehicle to the intersection. They aren't arguing about trucks going around that circle, because they can, but there's nowhere for the traffic to go if they are in the roundabout. At a regular intersection, the people see the truck and pull over to the right, the truck moves into oncoming traffic and go around them, and then get back into their lane. The department works off the numbers, minutes to get to a residence. People die within minutes. Any delay is not good. This is a traffic-calming device to slow everyone down to get to the intersection, but that's not good for emergency response. They are opposed to the roundabout in that location. It's a small area to put that in. There's not enough room to make it two lanes. It will cause delay. The future plan is to have a fire station at 167th & Waverly, so Waverly will be their thoroughfare to get into the city. He appreciates that the consultants looked at the design and shortened the islands. If there's going to be a roundabout, the fire department prefers a two-lane roundabout.

Jessica Westgate, 31118 169 Terr., emailed the governing body on Friday with research that she did and questions she had. She appreciated hearing back from some of them. She didn't realize it was a one lane roundabout, and believes it's not a good idea. She still has outstanding questions after seeing the presentation. The presenter said a traffic light there is unexpected. Westgate doesn't have a good solution. The only congestion, as a parent of an elementary student, is during drop off/pick up times. The rest of the day, there is no issue. The presentation focused on safety, but there aren't a lot of wrecks happening at that intersection. Is speed a factor? Yes, further north on Waverly, but not in front of the elementary school. What kind of damage will snowplows do when they go through a one lane roundabout? The presenter noted the 'take your turn' yield mentality. Everyone can agree the zipper merge doesn't work and that is the same principle. The parents in the school line don't do it very well there, because they have to merge into one line to get through the parking lot, and it doesn't happen in the parking lot. Westgate is opposed to it. She asked that the governing body keep Kade Meyer in mind. It didn't happen at the intersection, but very close by. Young kids are unpredictable and crossing guards can't be every 10 feet. She asked them to represent the constituents when making this decision.

Jaylene Hickey, 17311 Walter, said she didn't realize all the pros to the roundabout, but there are other points. She crosses Waverly several times a week; it was in the morning hours when school was in and there was a lot of traffic, not once did cars ever stop for pedestrians. When crossing guard is there, she has to yell across the intersection to stop the children. She won't be heard across the roundabout so they would need 2. Hickey noted that if a car is stopped on the exit lane to wait for pedestrian, the driver behind may not see because they are looking the opposite way to see if there are cars. She appreciates the reduction in t-bone accidents, but foresees more accidents happening, possibly into the children crossing the road. She suggests 4-way stop sign with an island in the middle. All four sides would be coming to a stop.

Councilmember Gregorcyk noted he had two constituents email him, and he will provide their comments to the City Clerk. Both James Browning and Brett Cooper are against the roundabout. Mayor Shute said the emails received will be provided to clerk to include in the record. Shute noted the City Clerk received an email from Nicole Beaton, who was in favor of the roundabout. ***Additional emailed comments are located at the end of the meeting minutes.***

Councilmember Melton made a motion to close the public hearing.

Councilmember Winters Seconded.

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

Mayor Shute invited the traffic engineer back to address concerns heard tonight, specifically noting the backing up of traffic through the roundabout and asked how the roundabout would fix that issue. Leathers-Gratton said there is still potential that it could happen. She noted that Mr. Crain offered working with schools to provide suggestions to improve internal circulation in the school parking. His work with Blue Valley school district was to improve internal circulation so cars didn't queue onto the public right of way. She noted this would be an issue regardless

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if it's a roundabout or a 4-way stop. It's a problem now that would remain, but if they worked with the school and how they flow on campus, it could minimize the issue.

Councilmember Melton noted he's traveled through the intersection many times. He believes the left hand turns are the real problem. He recommends fixing the intersection to be no left turns in either direction. To get in the Madison line, they will go around the block and get in the line that turns right into Madison Elementary. There are no left turns coming off Waverly either direction. Councilmember Winters asked if they are dropping off, they have to come out and turn right, and down to 167th? Melton said they would stack the cars Madison facing west. High school comes out and can't turn left. They go east on Madison. When a parent picks up at Madison, they will go right and traffic continues to flow on to Waverly. No one can turn left heading Madison west from Waverly and not waiting for someone to turn left in front of everyone. Everyone is going the same directions and making right turns Mayor Shute said if there's a parent with a kid in Doublegate, going east on Madison, instead of turning left into Madison, they will have to drive around the block to go west on Madison to turn right into the school. Melton referenced the roundabout on Grand. He would leave TRMS and turn right, hit the roundabout and u-turn back over to Moonlight. They could have a roundabout on Madison further off the intersection where there are no crossings for drivers to turn and stage. Councilmember Roberts said that seems confusing. She asked why not a 4-way stop? Leathers-Gratton said it was an option, but the concern in trying to balance pedestrians and vehicles is the delay over the next 20 years. There would be a delay on Waverly, so it would have people stacked on Waverly and on Madison. Melton noted that's an issue right now. It doesn't alleviate congestion caused by drivers turning left. Roberts noted there's a 4 way-stop at 175th and Waverly, and it isn't a problem. Melton noted it's different because of cars stacked on Madison. Councilmember Baldwin said the issue is coming down Waverly from the north, trying to go east on Madison. Roberts said if there is a 4-way stop, everyone would get their turn and not have to wait for an opening. Baldwin said they would have to jut out, when leaving on Madison going west, they will have to jut out on your left turn on to Waverly. Shute noted they do not have an action on this tonight. Gregorcyk noted the overwhelming response from the school district, the fire department, several constituents that they don't support it. What's the timeline to put a four way in and how does it affect our CIP and dollars downstream? Baldwin said signs could be installed tomorrow. How do they solve the traffic flow issue while balancing the pedestrian safety without a roundabout, because a 4-way stop doesn't solve the problem with vehicles and pedestrians. Baldwin noted that Melton had an interesting concept, the north end exit from the high school having a roundabout, across from the corn field. Shute said there is no pedestrian crossing there. People could loop around and queue up to the east of Waverly and solves some problems. Roberts asked how does the roundabout proposed or a turnaround roundabout factor into the budget? Shute thought the roundabout was in the CIP. Finance Director Wolff didn't know that specifically, but the project budget is $3 million. The base project was $2.2 million, the roundabout was about $500,000, alternate 1/south is $872,000, and alternate 2/north is $221,000. If they did the roundabout and both alternates, they are over budget by $800,000. The special highway fund cannot absorb that. Pruetting noted that's if they do the alternates. One of the reasons for doing the alternates is because they were under budget on the original project. Public Works Director Kramer noted the budget issue and said they are getting CARS funding for this project that could account for almost half of the project budget. The opportunity to improve safety of the intersection is now. Matching funds will be lost later. He noted in Lawrence, there is a roundabout very near a grade school, as a single lane roundabout, and the school sits on the corner of it. He spoke with engineers for Lawrence, the district noted the roundabout functions very well, better than a signal. All legs are staffed by one crossing guard, but they recommend two. The police dept has talked to crossing guards and Shawnee police regarding the Monticello roundabout and may be able to share input. What Kramer heard tonight is that people want stop signs or signals to stop vehicles. That doesn't stop vehicles. There are no physical barriers to make them stop or slow down. That's when there are accidents. With a signal, vehicles still have a right turn that must yield to pedestrians. Please don't teach children to expect cars to stop at stop signs. They are supposed to, and people should teach young drivers to stop. Educate youngsters to make sure drivers are stopping, don't step in front of the vehicle, look both ways.

Councilmember Winters doesn't care for roundabouts. He doesn't feel they are safer than stop sign. Having school and fire department against it, why would the city go against that? He doesn't think this is the right place for it, and would like alternatives. Melton noted he will draw up his idea and send it out. Shute noted a roundabout

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on the north exit of the high school is covered in the budget. Director Wolff noted while the project was over budget, they can look at CIP and the Public Works department can reprioritize those projects, other projects may come in under budget. Pruetting said they should have the traffic engineer look at internal movements on school property. An alternate could be no left turns from Madison Elementary on to Waverly. There are other things that can be done to improve traffic flow. Gregorcyk noted that the firm provided a lot of data during peak periods. Did school district provide any data? They could mitigate the necessity for a roundabout, as the constituents aren't interested. Pruetting asked for studies but the school district doesn't possess them. Mr. Kracl said that the city reached out to them and he looked, but doesn't have any traffic studies that go back to when either school was built. At current, they don't have a traffic study they can share. Shute asked if the school district would work with the city on internal flow in schools. Kracl said yes, they would collaborate. Melton asked what do they do with the roundabout? Shute believes there's consensus to remove the roundabout and come up with new idea. Baldwin noted if they entertain Melton's concept, it's a separate project. They won't get CARS matching funds. Internal queuing can be fixed, but currently they have a problem. As houses go up to the west, traffic will increase. People hear "roundabouts" and don't like them. The more he researched, he found he likes the idea. Noting the car chase, they won't fly through the roundabout. Baldwin has three children under 10 and lives just west of the entrance to the high school. The majority of the problem is Waverly turning east on Madison. He explained his summary of how the crossing guard would work. It's safer for the children. Hearing everyone's concerns, that seemed to be the issue, and the more he thought about it, the roundabout is the safer alternative. Distracted drivers would put down their phones to navigate the roundabout. Georgia has them everywhere, and have no problems. Several other states have them and love them. Those who put them in, studies from 10 years ago with school districts, they have been unanimous that they are good. Baldwin asked does it make sense cost-wise versus two stop signs? Stop signs don't solve the problem. Signals are off the table, so this is the option, unless they follow Melton's idea. The roundabout is the solution for this particular situation. Gregorcyk asked about a pedestrian bridge over the intersection. He noted it would stop all concerns of car versus child accidents. Baldwin noted it would have to be very big to get over large trucks. Gregorcyk has seen them used in towns slightly bigger than ours over highways and thoroughfares. Shute noted they are very expensive. Baldwin noted they could go one direction catty-corner. Mr. Crain appreciates them looking for solutions. Affinis presented their argument, and if they don't choose to go that way, Affinis will respect that. One other idea would be to stagger school start times. Melton said they are about 20 minutes staggered. Mr. Kracl confirmed. City Engineer McEldowney noted the suggestion about u-turn roundabout further east on Madison stating that's not the intent of a roundabout. It would require study. There are reservations that drivers making the u-turn and trying to merge into traffic would create a new situation. Regarding the 4-way stop, that is analyzed by MUTCD (Manual on Uniform Traffic Control Devices). If the signs go up and are not needed, there are issues, like traffic on Waverly not stopping because Waverly has the bulk of the traffic. Like Kramer mentioned, people expect cars to stop and they don't stop because they are frustrated. Bridges are usually put up over highways, and people tend to choose not to use it and cross the road instead because it's too much trouble to go up and over.

Baldwin asked what is the direction they are providing? Shute said there is consensus to not have a roundabout. Baldwin said if they aren't fixing the intersection, will they spend the money on the alternate south? Pruetting said before they move forward with an alternate, they need to determine what they are doing at the intersection. It sounds as if they will leave it like it is. Shute noted they could do a 4-way stop. Baldwin said it's not warranted and could be more dangerous. Pruetting asked Kramer if the scope of the project extended to the exit from Madison Elementary. Kramer said it goes as far north as Fountain if needed. Pruetting asked what it would do to take the three lane road up to Madison and not beyond. They are putting in a turn lane on Waverly. Leathers-Gratton said they would have to do a transition. It would be widening on the north leg, and at Madison, transition back to match existing pavement width. Baldwin said they'd lose the left turn going north from Waverly and Madison. Leathers-Gratton said it would still have a left turn lane there but shortened. Pruetting asked where would the turn lane start. Leathers-Gratton said it would start somewhere between Fountain and Madison. The existing pavement is 24 ft, or two lanes, so they would have to widen it out to allow for the left turn at Madison and it's a formula they use. Pruetting said they need to make a determination on the left turn out of Madison. Shute said they need to have a discussion with the school, because that would change the segment. Baldwin said it won't change the left

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turn out of Madison Elementary on to Waverly. The majority turn right. Those turning left will not be able to because cars will be backed up to that point for the people queued turning on to Madison St to get into the car line. Improvements internally are good, but this is still a problem. Pruetting asked Affinis if they take the roundabout out, can they bring a recommendation on road design? Leathers-Gratton confirmed. Pruetting said it would be helpful taking into consideration of how traffic flows through the schools. Shute said if there's extra money, they can resurface south of 175th. Baldwin noted it will be a re-build. Wolff said if they take out the roundabout and just do the base project plus the southern portion and possibly northern portion, they are slightly over the project budget and can absorb that. Pruetting noted they may need to change alignment of Waverly to align with 56 Hwy. Shute said that's a discussion they have with KDOT. Baldwin asked if there is a level of service they are comfortable with? Gregorcyk agreed with Pruetting to send it back to the engineers and have them bring options back. Baldwin asked if there's a level of service they should bring back. Instead of an F like now, do they need to have a B to be viable? They need something to work with. Gregorcyk said a C is lowest he would accept, but they need the firm to work with the school district to fix the situation. Shute noted they have consensus. He thanked the engineers and Affinis for the presentation and appreciates their work on this.

PUBLIC COMMENTS

Darral Van Goethem, 135 W. Colleen Dr., doesn't usually agree with Melton, but thinks his idea is the way to go. There's no traffic on Madison. There are other ways. They could have no right turn on Waverly from high school. Melton said they are currently doing that.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on September 8, 2020**
2. **Standing approval of City expenditures prepared September 2, 2020 in the amount of $130,084.43; and September 11, 2020 in the amount of $2,109,670.56**
3. **Consider an amendment to the South Wastewater Treatment Plant preliminary design contract with George Butler & Associates for an addendum to the Anti-Degradation report**
4. **Consider approving the renewal of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2020**

Councilmember Gregorcyk made a motion to approve the Consent Agenda.

Councilmember Melton Seconded.

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

COUNCIL UPDATES

Mayor Shute introduced the new Community Development director, Dave Knopick. Knopick noted that there is a Planning Commission meeting tomorrow at 7pm. Shute said Knopick has many years of planning experience and is an asset to our organization.

Parks Director Bruce said they hosted Gardner Glow last Friday on the greenway. They had around 250 participants over three waves. Bruce thanked to GPD and Fire district. They also had several volunteers help out. It was great to see the lights on the trail and families out there. Staff did a great job and put in a lot of work in on that. Mayor Shute asked about the Smoke on the Trail BBQ event. Bruce said it went very well; they had 48 teams. Safety precautions were in place. Shute noted that fall sports have begun. Bruce said there will be more details to come regarding a drive-thru Boo Bash.

Utilities Director Garcia noted as of today, crews have installed 700 electric smart meters. They started after Labor Day. They expect the electric meters to be in place by the end of November, then they'll start on the water meters. Melton asked what happens if crews come to change out the meter, but children are on virtual school,

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how are they handling that? Garcia doesn't have that information, but notes it takes about a minute to make the switch. Shute asked if they are contacting the homeowner before doing that. Garcia confirmed they do notify. Shute asked about the Hillsdale plant expansion. Garcia said it's moving forward. Most of the structures are in place, and they are waiting for equipment to arrive to begin the installation. They should be producing water by March or April.

City Clerk Rose said she reviewed the notes when they selected interview teams for the committees. They missed setting a team for the EDAC. Shute said they would have to set one tonight. Gregorcyk is already in. Shute asked if Winters would join. Winters agreed. Shute said it's set, and there may be a couple of candidates identified.

Finance Director Wolff said the finance team has begun working on the fall debt issuance. That will be on an upcoming agenda. It's been a unique year regarding revenues, so staff is targeting the 2nd meeting in October to provide an update on the city's finances. Shute said there are mixed messages from the state about significant shortfalls regarding aspects of the budget. It won't be city number that will be of concern, but outside that will be the issue. He's heard state programs or projects being pushed back. Melton noted shortfalls in the fuel tax with people working from home. Shute said the highway funds were significantly impacted. Wolff said he will provide an update on major revenues.

City Administrator Pruetting said at the end of the last meeting, there was consensus to look at personnel policies as an option to hold members of boards and commissions accountable. Most of the personnel policies are directed at internal behavior. Senior Mgmt. Analyst Nasta found a social media policy that Human Resources Manager Abramovitz said is disseminate to new employees. It was drafted in 2010 and revised in 2014 to include appointed members of board and commissions. A copy was sent to the governing body. It addresses the types of behaviors that they were concerned with and also includes council members in that. Pruetting is seeking consensus to revise and bring back to council for amendment. Shute asked for and received consensus. Shute noted there may be question as to members of the governing body adhering to the same standard. Pruetting noted it addresses first amendment concerns, but outlines what the expectations are regarding information that goes out on personal social media. It's a guideline and holds individuals accountable for what they do when they represent the city or put themselves in a position where people associate that behavior with a member of city government.

Pruetting continued, noting a discussion with Spring Hill City Administrator Jim Hendershot. There is mutual interest in drafting an annexation agreement with them. He will bring that back to council for review. Regarding boundaries, there's a clear line of delineation.

Councilmember Melton asked what is the update on UTVs on city streets? CA Pruetting will check with GPD. He noted there are requirements to make a vehicle street legal that are not discretionary. Melton said most UTVs meet that, and would need to be able to meet that to get the permit. Melton said other municipalities like Spring Hill and Paola do it. Pruetting noted they've looked at golf carts in the past, and it's problematic.

Councilmember Gregorcyk golfed at Gardner Golf Course this weekend, and noted that it looks great. Great Life and their team have done a great job. Keep up the good work.

Mayor Shute said everyone is dealing with interesting times currently. The pandemic has been going for more than 6 months. Lives have been turned upside down. He expressed his thanks to everyone around the dais, and specifically the staff who have been doing yeoman's work amidst chaos. Everyone has had to deal with a lot of uncertainty. He expressed his gratitude on behalf of the governing body for staff diligence and effort during this.

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 8:59 p.m.

_____
City Clerk

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Sharon Rose

From: Nicole Beaton <ncbeaton@gmail.com>
Sent: Monday, September 21, 2020 4:44 PM
To: City Clerk
Subject: Public Hearing on Roundabout

Good afternoon -- I'm writing to express my support for the recommendation of a roundabout at the intersection of Waverly and Madison here in Gardner. It seems the right thing to do, to improve safety while relieving congestion in that area.

While I can't see the proposed design, I hope the plan includes plenty of crossing zones and enough space in the lanes for larger vehicles/trucks that might need to travel through the intersection. Should the city elect to pursue the recommended roundabout, I also hope there will be some driver education extended to the community. New drivers are taught how to navigate roundabouts, but it's possible that older citizens will need some help making the transition safely.

Thank you,
Nicole Beaton
18401 Ash Street
Gardner KS 66030

Sharon Rose

To: Randy Gregorcyk
Subject: RE: Roundabout emails & messages

From James Browning:
Randy, I am writing you because I can't attend the hearing for the roundabout due to work.

I am completely against a roundabout at this location. The intersection is not big enough to support this. I work as a police officer in Lawrence, which has numerous roundabouts of all sizes. The issue is with traffic entering a small roundabout, and cars having to yield for cars already in the roundabout. With a small roundabout this causes cars following the same direction as the car already in the roundabout to enter, this the delays the car that had initially yielded to be stuck since the car following the car already in the roundabout is now inside. Hope that makes sense.

In addition if you add crosswalks the traffic has to stop for kids crossing. therefore defeating the purpose of a roundabout.

Traffic stops on Madison when the Elementary School has pick up. Maybe focus the attention to solving this.

If a traffic control device is required let's do a traffic light.

I live just North of Madison Elementary and I see traffic congestion due to the school all the time.

Thanks for taking the time to read this. If you have any questions about what I was trying to say about traffic in the roundabout please contact me.

From Brett Cooper:

A roundabout is currently not an ideal solution for that particular intersection with how the road is currently designed.

If a round about is to be considered and implemented - it needs to be reconsidered for a proper 4-way traffic light system. Additionally, Wavery road needs to be shifted east, expanded to four lanes, 2x2 north/south from 167th to 175th to account for added traffic in general.

FWIW: A roundabout is bad for pedestrian traffic, as there's minimal traffic control - a roundabout is meant to maximise traffic flow.

Otherwise, you end up with this compressed mess (see image). During peak traffic at this particular round about in olathe, E/W traffic ends up waiting for a minute or two as N/S traffic is heavy.

Sharon Rose

From: Heath A Freeman (gmail)
Sent: Thursday, September 17, 2020 9:18 AM
To: Rich Melton; Randy Gregorcyk; Tory Roberts; Mark Baldwin; Steve Shute; Todd Winters
Subject: Roundabout

Good morning,

I don't believe I will have the opportunity to attend Monday's meeting, yet wanted to share my thoughts on the discussion regarding the roundabout at Waverly and Madison. In short, I don't believe this is a project that the City should move forward with, for the following reasons:

1. I don't believe that the number of accidents at this intersection dictate the necessity of a roundabout to decrease incidents.

2. This is an unbudgeted expense, and one I believe to be unnecessary when compared to other outstanding, unfunded, projects on the CIP.

3. I understand that congestion at this intersection is an issue, having handled drop-off duties at Madison for six years, but worry that the constant stream of pedestrian traffic and crossing guards within the roundabout will not allow us to see the flow of traffic expected. There will continue to be constant stop and gos within that intersection due to pedestrians.

4. I also worry how the more consistent flow of traffic will impact the North exit for those leaving Madison after drop off, creating a bigger log jam within the lot AND entering the lot.

Frankly, I think there are better uses of our time and money.

With that said, I would ask that the Council consider the following for that intersection:

1. No Left Turn onto Waverly during Bus Hours.

2. Four way stop.

Thanks, as always, for your time.

Heath Freeman

913-908-2627

Fire District #1 - Johnson County, Kansas

490 New Century Parkway
New Century, KS 66031
Phone: 913-764-7635

Rob Kirk, Fire Chief

Mayor and Council Members

I am writing to all of you concerning the Roundabout at Waverly and West Madison. Fire District #1 is not in support of this project for the following reasons:

1. During the Affinis presentation with us and others, they failed to answer questions that are critical to our response.
    a. Q. With the curb in the center of the lanes coming up to the roundabout how is our emergency vehicles going to get through because people stop when they hear sirens? Answer. Turn off your lights & sirens it will only take a minute or two longer. Tell that to someone have an emergency.
    b. This will be our main route to several calls when we get the fire station built on 167th Street.

2. All the examples they showed were of four lane roundabouts or not in such a tight area.

3. We have had NO injury accidents at that intersection that we can find in our records.

4. Roundabouts work in large areas with two lanes of traffic flow.

Yours in Service

Chief Kirk

Sharon Rose

From: Lynn Warren <LynnW@jaru.com>
Sent: Friday, September 18, 2020 4:09 PM
To: Steve Shute; twinters@gardnerkansas.go; Rich Melton; mbaldwin@gardnerkansas.go; rgregory@gardnerkansas.gov; Tory Roberts
Subject: Roundabout Proposal

Dear Gardner Governing Body,

I vote no on the Roundabout Proposal on Madison & Waverly, I do not see any benefit to traffic flow by installing a roundabout in this location and believe it would actually cause more backups.
In my opinion, there is not enough space to install this roundabout and would actually be a hazard to pedestrians.
This is a poor use of taxpayer money and should be used to improve Waverly between 175th and Highway 56, this stretch of road is loaded with pot holes and getting onto Highway 56 is difficult to navigate due to sharp narrow turns and low visibility.

Thank you.

Lynn Warren

Sharon Rose

From: Nicole Westgate <nicole.westgate@gmail.com>
Sent: Friday, September 18, 2020 3:26 PM
To: Steve Shute; Todd Winters; Rich Melton; Mark Baldwin; Randy Gregorcyk; Tory Roberts
Subject: Proposed roundabout at Madison & Waverly

Good afternoon,

I am writing to you regarding the upcoming proposal for a roundabout at Madison & Waverly. My name is Jessica Westgate and I live very close to this intersection. My address is 31118 w 169 Terrace, Gardner KS 66030. I have two children, one who is enrolled at Madison Elementary and the other will be going there next year.

In my opinion, the best solution for this intersection is a traffic signal controlled 4 way intersection. A roundabout is not a good solution for this intersection for several reasons. I will outline my reasoning and concerns below.

1. This area at drop off and pickup times for Madison Elementary are often at a standstill from all directions. Making a roundabout will only congest it further and obstruct views for drivers and pedestrians.

2. Roundabouts cause confusion, not only for adult drivers, but for young drivers as well. There are many young drivers in the area because it is so close to the high school. Although signs and markings are normally prevalent, many drivers make the same mistakes each time they enter a roundabout.

3. While doing research regarding roundabouts, many articles mentioned the common mistakes made by drivers using roundabouts as disregarding yields, braking while in the circle, and mid-circle lane changes.

4. When traffic is congested, it will cause long lines at the entry points.

5. Higher maintenance costs make modern roundabouts an expensive solution for traffic control.

6. This roundabout will eat up a lot of public space. Temporary widening and outside diameter space requirements increase the running cost of construction as well.

7. Roundabouts are not at all friendly for handicapped people, especially for visually impaired pedestrians. Additional pedestrian signals need to be installed to safe-guard them.

8. Bicyclists and pedestrians suffer the most because of blind spots on a roundabout. Traffic rules allow inside lane turn-outs. If a vehicle in the inside lane- closest to the island- can turn right across the outside lane in order to exit. This can be unexpected to a bicyclist or pedestrian approaching behind the turning vehicle, and the bicycle or pedestrian can, at the same time, be in the motorist's blind spot at an unexpected angle.

9. Roundabouts are not navigable easily by emergency vehicles like fire trucks, ambulances and tow trucks. As a resident within a block of this intersection, I do not want this traffic engineering to interfere with or delay my access to emergency personnel, if needed.

10. In the future, the traffic may likely be even heavier due to the construction of Waverly Pointe.

11. Instead of having a single crossing guard with a traffic light, with a roundabout, there is a potential to have to increase that number to as many as 4 crossing guards at one intersection.

Here are questions I have, that I hope the city council will be asking on behalf of their constituents.

- What is the cost comparison of a traditional 4 way intersection vs. the proposed roundabout?
- What are the expected maintenance costs for a traffic light controlled intersection vs. a roundabout?
- What is the expected construction time for a traffic light controlled intersection vs the proposed roundabout?
- Has the city contacted the principal of Madison Elementary or Gardner Edgerton School District to get input from them?
- Has the city contacted the crossing guard company to ask them for their experience with roundabouts? What are the positives and negatives?
- Did the engineers who are making the proposal observe high traffic times at this intersection? Can they guarantee that this intersection will not be congested at high traffic times with the roundabout?
- What is the likelihood that Waverly will be expanded into a three lane road in the future? What is the likelihood that this intersection will turn into a 4 way stop with turning lanes in the future? As the population grows on this end of town, traffic is going to increase, this is inevitable.
- Will this roundabout be signalised? This is a high pedestrian area with the widened sidewalk along Madison, it is used all day.

Lastly, I want to remind you, the children of this town are the future of Gardner. There was already a tragic child fatality at this intersection in 2010, please make your decisions in the best interest of this town for the children, in memory of Kade Meyer.

Please contact me if you have any questions or concerns.

Thank you for your time,
Jessica Westgate
913-832-8932

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
0001366	00	APAC-KANSAS, INC, SHEARS DIV							
80008172020		PI0413	007368	00	08/17/2020	117-3120-431.62-05	2020 PAVEMENT CHIP SEAL	135,270.17	
80008172020		PI0415	007441	00	08/17/2020	117-3120-431.62-05	CHIP SEAL	7,861.45	
							VENDOR TOTAL *	143,131.62	
0004860	00	AT&T MOBILITY							
09082020		004404		00	09/18/2020	001-2110-421.40-03	DEPT. CELL PHONES	1,980.01	
							VENDOR TOTAL *	1,980.01	
0005018	00	BENINGO, BARBARA SUE							
09112020		004405		00	09/18/2020	560-3120-431.54-99	BMP 2020 PROGRAM	98.18	
							VENDOR TOTAL *	98.18	
0001773	00	BHC RHODES							
37499		PI0416	007393	00	09/03/2020	403-4330-443.62-10	TASK ORDER 2	EFT:	3,440.00
							VENDOR TOTAL *	.00	3,440.00
0099999	00	BRADY, SIERRA							
000064939		UT		00	09/16/2020	501-0000-229.00-00	FINAL BILL REFUND	19.87	
							VENDOR TOTAL *	19.87	
0000001	00	CENTURYLINK							
313696625	0820	004406		00	09/18/2020	001-3116-431.40-03	MONTHLY BILLING	20.48	
313696625	0820	004407		00	09/18/2020	001-3120-431.40-03	MONTHLY BILLING	38.03	
313014430	0920	004679		00	09/18/2020	521-4220-442.40-03	MONTHLY BILLING	339.22	
313823146	0920	004679		00	09/18/2020	521-4220-442.40-03	MONTHLY BILLING	53.02	
313440714	0820	004408		00	09/18/2020	551-4520-445.40-03	MONTHLY BILLING	213.36	
							VENDOR TOTAL *	664.11	
0003451	00	CHRIS CAKES INC							
11345		004409		00	09/18/2020	001-6110-461.54-51	SOTT BREAKFAST	385.80	
							VENDOR TOTAL *	385.80	
0099999	00	COHORST ENTERPRISES							
000043195		UT		00	09/02/2020	501-0000-229.00-00	FINAL BILL REFUND	394.21	
							VENDOR TOTAL *	394.21	
0001470	00	DALE'S TOW SERVICE							
231415		004410		00	09/18/2020	001-2110-421.31-15	TOW	152.50	
							VENDOR TOTAL *	152.50	
0003716	00	DATAPROSE							
DP2003143		004411		00	09/18/2020	604-1320-413.31-15	MONTHLY BILLING	EFT:	6,425.51
							VENDOR TOTAL *	.00	6,425.51
0001557	00	DATCO, INC							
198893		004412		00	09/18/2020	001-2120-421.53-02	POLO SHIRTS - SRD'S	152.50	
							VENDOR TOTAL *	152.50	
0002336	00	DAVIS, PHIL							

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
0002336	00	DAVIS, PHIL							
09152020		004413		00	09/18/2020	001-6110-461.54-51	DJ SERVICES	275.00	
							VENDOR TOTAL *	275.00	
0099999	00	DELTA SWEEPING CO.							
000064823		UT		00	09/02/2020	501-0000-229.00-00	FINAL BILL REFUND	277.12	
							VENDOR TOTAL *	277.12	
0099999	00	EBEL, KEITH							
000060541		UT		00	09/02/2020	501-0000-229.00-00	FINAL BILL REFUND	100.00	
							VENDOR TOTAL *	100.00	
0000855	00	EWING IRRIGATION PRODUCTS, INC							
12474853		004414		00	09/18/2020	001-6120-461.52-01	TURF SERVICE PROGRAM	78.91	
							VENDOR TOTAL *	78.91	
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.							
232516		004415		00	09/18/2020	001-2130-421.31-17	VET SERVICES CASE 200182D	249.00	
							VENDOR TOTAL *	249.00	
0099999	00	GREER, AMANDA							
000062805		UT		00	09/16/2020	501-0000-229.00-00	MANUAL CHECK	245.86	
							VENDOR TOTAL *	245.86	
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500150439		004427		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500152826		004428		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500153341		004429		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500154131		004430		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500154138		004431		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	143.00
1500154139		004432		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500154140		004433		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500157171		004434		00	09/18/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
							VENDOR TOTAL *	.00	643.50
0005013	00	HSA BANK							
COG09022020		004683		00	09/02/2020	001-1140-411.31-15	OUTSOURCED SERVICES	CHECK #: 131	121.50
W257250		004683		00	09/04/2020	001-1140-411.31-15	OUTSOURCED SERVICES	CHECK #: 131	99.75
							VENDOR TOTAL *	.00	221.25
0099999	00	HUGHES, ROBERTA							
000062783		UT		00	09/02/2020	501-0000-229.00-00	FINAL BILL REFUND	33.99	
							VENDOR TOTAL *	33.99	
0000714	00	INDEPENDENT SALT CO							
0153677-IN		004402		00	09/18/2020	001-3120-431.52-16	DE-ICING SALT	2,916.44	
0153659-IN		PI0405	007129	00	05/31/2020	001-3120-431.52-16	DE-ICING SALT	10,432.41	
0153677-IN		PI0406	007129	00	05/31/2020	001-3120-431.52-16	DE-ICING SALT	19,413.78	
							VENDOR TOTAL *	32,762.63	
0000274	00	INDUSTRIAL SALES COMPANY, 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
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1075769-000		004435		00	09/18/2020	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	56.81
							VENDOR TOTAL *	.00	56.81
0004115	00	KAMINSKY, SULLENBERGER & ASSOCIATES							
2020-31		PI0414	007429	00	08/15/2020	001-2120-421.46-01	FTO TRAINING CLASS	8,650.00	
							VENDOR TOTAL *	8,650.00	
0003416	00	KANEQUIP INC-TOPEKA							
16W132290		004436		00	09/18/2020	001-3120-431.43-02	SKID STEER REPAIR	EFT:	553.65
							VENDOR TOTAL *	.00	553.65
0002806	00	KANSAS GOLF AND TURF, INC							
02-230620		004437		00	09/18/2020	001-6120-461.43-02	MOWER REPAIR	EFT:	131.00
							VENDOR TOTAL *	.00	131.00
0000332	00	KANSAS STATE TREASURER							
54708		004679		00	09/18/2020	001-0000-207.10-17	MUNICIPAL COURT REVENUE	105.00	
54708		004679		00	09/18/2020	001-0000-207.10-13	MUNICIPAL COURT REVENUE	781.00	
54708		004679		00	09/18/2020	001-0000-207.10-14	MUNICIPAL COURT REVENUE	242.00	
54708		004679		00	09/18/2020	001-0000-207.10-11	MUNICIPAL COURT REVENUE	190.50	
54708		004679		00	09/18/2020	001-0000-207.10-12	MUNICIPAL COURT REVENUE	3,885.00	
54708		004679		00	09/18/2020	001-0000-207.10-15	MUNICIPAL COURT REVENUE	850.00	
54708		004679		00	09/18/2020	001-0000-207.10-16	MUNICIPAL COURT REVENUE	340.00	
							VENDOR TOTAL *	6,393.50	
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2020-08		004679		00	09/18/2020	501-0000-351.13-00	MONTHLY BILLING	EFT:	230,175.83-
EMP1-GD-2020-08		004679		00	09/18/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	354,476.74
							VENDOR TOTAL *	.00	124,300.91
0003513	00	KMEA- DOGWOOD							
KMEA-DG-GR-2010		004679		00	09/18/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	275,379.48
							VENDOR TOTAL *	.00	275,379.48
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
834354		PI0404	007431	00	04/23/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	11,000.00
							VENDOR TOTAL *	.00	11,000.00
0004464	00	MID-STATE RENTAL							
108880-2		004679		00	09/18/2020	001-6120-461.44-02	TRAILER RENTAL	EFT:	102.52
108896-2		004679		00	09/18/2020	001-6120-461.43-02	TRAILER PARTS	EFT:	217.58
							VENDOR TOTAL *	.00	320.10
0000132	00	NATIONAL SIGN CO., INC.							
IN-194412		004679		00	09/18/2020	001-3120-431.52-10	SIGN	EFT:	269.25
							VENDOR TOTAL *	.00	269.25
0000256	00	OTTAWA COOP							
48397 0720-2		004679		00	09/18/2020	001-3120-431.52-09	DIESEL FUEL	EFT:	320.49

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
0000256	00	OTTAWA COOP							
							VENDOR TOTAL *	.00	320.49
0099999	00	PEYTON, VINCENT & PATRICIA							
000026881		UT		00	09/16/2020	501-0000-229.00-00	MANUAL CHECK	831.10	
							VENDOR TOTAL *	831.10	
0000149	00	PRAXAIR DISTRIBUTION INC							
98712107		004679		00	09/18/2020	001-3116-431.44-02	CYLINDER RENTAL	EFT:	156.03
							VENDOR TOTAL *	.00	156.03
0005002	00	RELLEC APPAREL							
3647		004680		00	09/18/2020	001-6110-461.54-51	GG SHIRTS	EFT:	1,242.75
							VENDOR TOTAL *	.00	1,242.75
0000946	00	RIGHT-WAY JANITORIAL INC							
2920		PI0408	007439	00	09/04/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	9,415.34
							VENDOR TOTAL *	.00	9,415.34
0099999	00	ROBERTS, TODD							
000062729		UT		00	09/02/2020	501-0000-229.00-00	FINAL BILL REFUND	10.35	
							VENDOR TOTAL *	10.35	
0004830	00	SECURITY BANKCARD CENTER							
08/2020		004439		00	09/17/2020	001-1120-411.52-20	AMZN MKTP US MM85F13R0	EFT:	3,749.95
08/2020		004440		00	09/17/2020	001-1120-411.52-20	MICRO CENTER #191 RETAIL	EFT:	4,859.98
08/2020		004467		00	09/17/2020	001-1120-411.52-20	MICRO CENTER #191 RETAIL	EFT:	3,899.96
08/2020		004441		00	09/17/2020	001-1130-411.31-15	CANVA 02776-0491606	EFT:	12.95
08/2020		004443		00	09/17/2020	001-1140-411.46-01	SOCIETYFORHUMANRESOURCE	EFT:	219.00
08/2020		004444		00	09/17/2020	001-1140-411.46-01	PAYPAL EPNKC	EFT:	25.00
08/2020		004445		00	09/17/2020	001-1140-411.52-20	AVAS FLOWERS	EFT:	80.97
08/2020		004446		00	09/17/2020	001-1140-411.52-20	STAPLS7311409701000001	EFT:	191.57
08/2020		004447		00	09/17/2020	001-1140-411.46-05	IHR IHIRE.COM	EFT:	265.00
08/2020		004448		00	09/17/2020	001-1140-411.46-05	LINKEDIN-580 9022834	EFT:	528.71
08/2020		004449		00	09/17/2020	001-1140-411.46-05	PLANETIZEN-8772607526	EFT:	149.95
08/2020		004450		00	09/17/2020	001-1140-411.46-05	AMERICAN PLANNING A	EFT:	295.00
08/2020		004451		00	09/17/2020	001-1140-411.46-05	NSPE JOB BOARD	EFT:	495.00
08/2020		004452		00	09/17/2020	001-1140-411.46-05	AVIDWEB TECHNOLOGIES I	EFT:	149.00
08/2020		004453		00	09/17/2020	001-1140-411.46-05	LINKEDIN 5838877034 LNKD.	EFT:	527.76
08/2020		004454		00	09/17/2020	001-1305-413.46-01	GOVERNMENT FINANCE OFFIC	EFT:	100.00
08/2020		004455		00	09/17/2020	001-1305-413.46-02	GOVERNMENT FINANCE OFFIC	EFT:	150.00
08/2020		004462		00	09/17/2020	001-1330-413.52-20	STAPLS7311771349000001	EFT:	188.70
08/2020		004463		00	09/17/2020	001-1330-413.52-20	STAPLS7311771349001001	EFT:	20.36
08/2020		004472		00	09/17/2020	001-2110-421.52-20	AMER ASSOC NOTARIES	EFT:	69.90
08/2020		004473		00	09/17/2020	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	99.00
08/2020		004474		00	09/17/2020	001-2110-421.52-20	WAL-MART #5307	EFT:	57.12
08/2020		004476		00	09/17/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	51.12
08/2020		004483		00	09/17/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	11.96
08/2020		004487		00	09/17/2020	001-2110-421.46-02	TRI-COUNTY NEWSPAPER	EFT:	36.25
08/2020		004491		00	09/17/2020	001-2110-421.47-04	THE UPS STORE 5784	EFT:	12.75

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							
08/2020		004492		00	09/17/2020	001-2110-421.52-20	AMZN MKTP US MF2LD0620	EFT:	33.99
08/2020		004495		00	09/17/2020	001-2110-421.53-02	GALLS	EFT:	82.98
08/2020		004496		00	09/17/2020	001-2110-421.53-02	GALLS	EFT:	82.99
08/2020		004504		00	09/17/2020	001-2110-421.52-20	WAL-MART #5307	EFT:	19.94
08/2020		004471		00	09/17/2020	001-2120-421.52-20	AID ANIMAL HOSPITAL INC.	EFT:	504.47
08/2020		004475		00	09/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	1,573.24
08/2020		004477		00	09/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	126.16
08/2020		004478		00	09/17/2020	001-2120-421.43-05	GARDNER AUTO BODY	EFT:	240.00
08/2020		004479		00	09/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	279.61
08/2020		004480		00	09/17/2020	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	878.80
08/2020		004481		00	09/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	1,575.71
08/2020		004482		00	09/17/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	48.36
08/2020		004484		00	09/17/2020	001-2120-421.53-02	GT DISTRIBUTORS INC	EFT:	46.80
08/2020		004486		00	09/17/2020	001-2120-421.52-20	IN VERTEX CORPORATION D.	EFT:	30.75
08/2020		004488		00	09/17/2020	001-2120-421.43-05	DJI.COM	EFT:	345.00
08/2020		004489		00	09/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	35.00
08/2020		004490		00	09/17/2020	001-2120-421.43-05	DRONE NERDS	EFT:	525.00
08/2020		004493		00	09/17/2020	001-2120-421.46-01	PAYPAL IAPE	EFT:	395.00
08/2020		004494		00	09/17/2020	001-2120-421.52-20	AMZN MKTP US MM6VL7SR1	EFT:	149.99
08/2020		004497		00	09/17/2020	001-2120-421.53-02	GALLS	EFT:	64.94
08/2020		004498		00	09/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	100.00
08/2020		004499		00	09/17/2020	001-2120-421.46-01	HOMEFRONT	EFT:	395.00
08/2020		004500		00	09/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	25.00
08/2020		004501		00	09/17/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	35.00
08/2020		004502		00	09/17/2020	001-2120-421.53-02	GALLS	EFT:	56.13
08/2020		004503		00	09/17/2020	001-2120-421.53-02	GALLS	EFT:	60.60
08/2020		004505		00	09/17/2020	001-3110-431.46-02	THE KC STAR DIGITAL SUBS	EFT:	12.99
08/2020		004506		00	09/17/2020	001-3110-431.52-20	AMZN MKTP US MU4552AT1	EFT:	31.60
08/2020		004507		00	09/17/2020	001-3110-431.52-20	AMAZON.COM MM0EA6S40	EFT:	172.68
08/2020		004515		00	09/17/2020	001-3116-431.52-20	TRAILS WEST ACE HDWE	EFT:	24.34
08/2020		004508		00	09/17/2020	001-3120-431.53-02	AMZN MKTP US MV1547YU2	EFT:	25.99
08/2020		004514		00	09/17/2020	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	66.34
08/2020		004516		00	09/17/2020	001-3120-431.43-02	HERITAGE TRACTOR OLATHE	EFT:	77.44
08/2020		004521		00	09/17/2020	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	138.64
08/2020		004522		00	09/17/2020	001-3120-431.43-02	KC BOBCAT	EFT:	108.12
08/2020		004523		00	09/17/2020	001-3120-431.43-02	HERITAGE TRACTOR OLATHE	EFT:	153.22
08/2020		004524		00	09/17/2020	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	22.27
08/2020		004526		00	09/17/2020	001-3120-431.43-02	COLEMAN EQUIPMENT BONNER	EFT:	704.27
08/2020		004533		00	09/17/2020	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	42.97
08/2020		004534		00	09/17/2020	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	281.71
08/2020		004538		00	09/17/2020	001-3120-431.52-20	TRAILS WEST ACE HDWE	EFT:	49.99
08/2020		004541		00	09/17/2020	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	9.18
08/2020		004542		00	09/17/2020	001-3120-431.52-08	CMI	EFT:	24.84
08/2020		004544		00	09/17/2020	001-3120-431.52-08	CMI	EFT:	48.61
08/2020		004545		00	09/17/2020	001-3120-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	343.76
08/2020		004546		00	09/17/2020	001-3120-431.52-08	ORSCHELN FARM AND HOME ST	EFT:	59.89
08/2020		004547		00	09/17/2020	001-3120-431.43-02	SPRAYER SPECIALITIES INC	EFT:	23.25
08/2020		004549		00	09/17/2020	001-3120-431.52-08	ORSCHELN FARM AND HOME ST	EFT:	20.00
08/2020		004509		00	09/17/2020	001-3130-431.47-04	USPS PO 1933770514	EFT:	7.50

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
0004830	00	SECURITY BANKCARD CENTER							
08/2020		004512		00	09/17/2020	001-3130-431.52-20	STAPLS7312793969000001	EFT:	9.56
08/2020		004632		00	09/17/2020	001-6105-461.52-20	STAPLES DIRECT	EFT:	19.36
08/2020		004633		00	09/17/2020	001-6105-461.52-20	AMZN MKTP US MM2C14VW2	EFT:	37.07
08/2020		004639		00	09/17/2020	001-6105-461.46-02	AMAZON PRIME MM6ZH1B31	EFT:	12.99
08/2020		004627		00	09/17/2020	001-6110-461.47-53	AMZN MKTP US MM4EE0SG0	EFT:	23.99
08/2020		004628		00	09/17/2020	001-6110-461.47-53	AMZN MKTP US MU1XS9OI2	EFT:	59.92
08/2020		004629		00	09/17/2020	001-6110-461.47-53	AMZN MKTP US MU2HZ10H1	EFT:	198.17
08/2020		004630		00	09/17/2020	001-6110-461.47-53	AMZN MKTP US MU4QZ1031	EFT:	57.26
08/2020		004631		00	09/17/2020	001-6110-461.47-53	AMZN MKTP US MU5X60OY2	EFT:	59.92
08/2020		004637		00	09/17/2020	001-6110-461.52-15	WM SUPERCENTER #5307	EFT:	27.79
08/2020		004640		00	09/17/2020	001-6110-461.52-15	PEPSIBEVERAGECO	EFT:	487.40
08/2020		004642		00	09/17/2020	001-6110-461.54-51	AMZN MKTP US MM8AK51X1	EFT:	49.98
08/2020		004643		00	09/17/2020	001-6110-461.54-51	WAL-MART #5307	EFT:	19.88
08/2020		004644		00	09/17/2020	001-6110-461.54-51	AMAZON.COM MM5Q69EB0	EFT:	194.62
08/2020		004645		00	09/17/2020	001-6110-461.54-51	AMAZON.COM MM5DW3VZ0	EFT:	97.77
08/2020		004646		00	09/17/2020	001-6110-461.54-51	AMZN MKTP US MM3G87KD2	EFT:	18.99
08/2020		004647		00	09/17/2020	001-6110-461.54-51	AMZN MKTP US MM43Y5712	EFT:	119.99
08/2020		004648		00	09/17/2020	001-6110-461.54-51	THE HOME DEPOT #2218	EFT:	27.39
08/2020		004649		00	09/17/2020	001-6110-461.54-51	AMZN MKTP US MU1QE0ZN1	EFT:	16.99
08/2020		004650		00	09/17/2020	001-6110-461.54-51	WAL-MART #5307	EFT:	8.57-
08/2020		004651		00	09/17/2020	001-6110-461.54-51	WAL-MART #5307	EFT:	7.83
08/2020		004652		00	09/17/2020	001-6110-461.54-51	PAYPAL KENLOENTERP	EFT:	67.84
08/2020		004653		00	09/17/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	8.57
08/2020		004654		00	09/17/2020	001-6110-461.54-51	AMAZON.COM MM6RM56F0	EFT:	20.99
08/2020		004655		00	09/17/2020	001-6110-461.54-51	AMZN MKTP US MU42V8AW1	EFT:	19.99
08/2020		004635		00	09/17/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
08/2020		004636		00	09/17/2020	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	115.17
08/2020		004638		00	09/17/2020	001-6120-461.52-20	AMZN MKTP US MM06Q5FO0 AM	EFT:	38.97
08/2020		004641		00	09/17/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	341.25
08/2020		004656		00	09/17/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	27.36
08/2020		004657		00	09/17/2020	001-6120-461.43-02	COLEMAN EQUIPMENT BONNER	EFT:	166.25
08/2020		004658		00	09/17/2020	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	36.99
08/2020		004659		00	09/17/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	27.21
08/2020		004660		00	09/17/2020	001-6120-461.31-15	OLATHE TRANSFERSTATION	EFT:	70.00
08/2020		004662		00	09/17/2020	001-6120-461.43-02	HARRISON MACHINE SHOP AND	EFT:	150.00
08/2020		004663		00	09/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	65.98
08/2020		004664		00	09/17/2020	001-6120-461.43-02	KC BOBCAT	EFT:	156.90
08/2020		004665		00	09/17/2020	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	33.96
08/2020		004666		00	09/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	19.98
08/2020		004667		00	09/17/2020	001-6120-461.52-01	SITEONE LANDSCAPE SUPPLY	EFT:	105.24
08/2020		004668		00	09/17/2020	001-6120-461.52-01	SITEONE LANDSCAPE SUPPLY	EFT:	456.50
08/2020		004669		00	09/17/2020	001-6120-461.52-01	AUTOZONE #3781	EFT:	27.99
08/2020		004670		00	09/17/2020	001-6120-461.52-01	SITEONE LANDSCAPE SUPPLY	EFT:	1,042.10
08/2020		004671		00	09/17/2020	001-6120-461.52-01	WM SUPERCENTER #5307	EFT:	39.76
08/2020		004672		00	09/17/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	21.17
08/2020		004673		00	09/17/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	22.97
08/2020		004674		00	09/17/2020	001-6120-461.52-01	CHAFFEE LOK-PRO	EFT:	1,345.50
08/2020		004675		00	09/17/2020	001-6120-461.53-02	FASTENAL COMPANY 01KSKA3	EFT:	7.01
08/2020		004676		00	09/17/2020	001-6120-461.52-01	EWING IRRIGATION PRD 48	EFT:	354.26

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							
08/2020		004677		00	09/17/2020	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	46.76
08/2020		004634		00	09/17/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
08/2020		004661		00	09/17/2020	001-6130-461.52-01	ROTO-ROOTER 10506	EFT:	1,500.00
08/2020		004536		00	09/17/2020	001-7110-471.47-04	USPS PO 1933770514	EFT:	3.85
08/2020		004678		00	09/17/2020	001-7110-471.52-20	MENARDS 3343	EFT:	8.30
08/2020		004537		00	09/17/2020	117-3120-431.43-06	LOGAN CONTRACTOR SUPPLY I	EFT:	1,200.00
08/2020		004540		00	09/17/2020	117-3120-431.43-11	LOGAN CONTRACTOR SUPPLY I	EFT:	1,200.00
08/2020		004543		00	09/17/2020	117-3120-431.43-06	CARTER WATERS	EFT:	437.20
08/2020		004548		00	09/17/2020	117-3120-431.43-06	LOGAN CONTRACTOR SUPPLY I	EFT:	989.89
08/2020		004565		00	09/17/2020	501-4110-441.52-20	WAL-MART #5307	EFT:	81.32
08/2020		004566		00	09/17/2020	501-4110-441.52-20	WM SUPERCENTER #5307	EFT:	6.44
08/2020		004567		00	09/17/2020	501-4110-441.52-20	WM SUPERCENTER #5307	EFT:	39.83
08/2020		004556		00	09/17/2020	501-4120-441.52-02	AMAZON.COM MF1AW3DL1 AMZN	EFT:	191.58
08/2020		004557		00	09/17/2020	501-4120-441.52-12	PROCESS HOSE	EFT:	66.32
08/2020		004558		00	09/17/2020	501-4120-441.52-02	TRAILS WEST ACE HDWE	EFT:	87.57
08/2020		004559		00	09/17/2020	501-4120-441.47-04	UPS 889326454	EFT:	315.51
08/2020		004560		00	09/17/2020	501-4120-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	43.78
08/2020		004561		00	09/17/2020	501-4120-441.52-12	SP RUBBER SHEET WARE	EFT:	75.00
08/2020		004562		00	09/17/2020	501-4120-441.52-04	DISCOUNT TIRE KSK 01	EFT:	276.68
08/2020		004563		00	09/17/2020	501-4120-441.52-12	AMZN MKTP US MM1YW5I61	EFT:	39.94
08/2020		004564		00	09/17/2020	501-4120-441.52-12	TRAILS WEST ACE HDWE	EFT:	5.46
08/2020		004574		00	09/17/2020	501-4120-441.52-12	THE VICTOR L PHILLIPS CO	EFT:	106.02
08/2020		004554		00	09/17/2020	501-4130-441.52-20	STAPLS7311874073000001	EFT:	94.58
08/2020		004568		00	09/17/2020	501-4130-441.52-04	OLATHE FREIGHTLINER SALE	EFT:	136.00
08/2020		004569		00	09/17/2020	501-4130-441.52-04	SHOPPAS	EFT:	141.40
08/2020		004570		00	09/17/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	22.98
08/2020		004571		00	09/17/2020	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	9.40
08/2020		004572		00	09/17/2020	501-4130-441.52-12	MENARDS 3343	EFT:	16.41
08/2020		004573		00	09/17/2020	501-4130-441.52-20	THE HOME DEPOT #2218	EFT:	20.76
08/2020		004575		00	09/17/2020	501-4130-441.52-12	SGS - WELLSVILLE-416	EFT:	136.62
08/2020		004576		00	09/17/2020	501-4130-441.52-12	SGS - WELLSVILLE-416	EFT:	425.42
08/2020		004577		00	09/17/2020	501-4130-441.52-02	NORTHERN TOOL EQUIP	EFT:	62.29
08/2020		004578		00	09/17/2020	501-4130-441.52-04	HARBOR FREIGHT TOOLS 619	EFT:	22.95
08/2020		004579		00	09/17/2020	501-4130-441.52-12	STANION WHOLESALE -OL	EFT:	128.98
08/2020		004580		00	09/17/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	101.66
08/2020		004581		00	09/17/2020	501-4130-441.52-12	ORSCHELN FARM AND HOME ST	EFT:	1.29
08/2020		004513		00	09/17/2020	521-4220-442.52-04	OREILLY AUTO PARTS 354	EFT:	112.35
08/2020		004582		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
08/2020		004583		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
08/2020		004584		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.95
08/2020		004585		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
08/2020		004586		00	09/17/2020	521-4220-442.52-20	PRICE CHOPPER #117	EFT:	19.75
08/2020		004587		00	09/17/2020	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	57.90
08/2020		004588		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	74.45
08/2020		004589		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	12.29
08/2020		004590		00	09/17/2020	521-4220-442.47-04	USPS PO 1933770514	EFT:	5.64
08/2020		004591		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	30.46
08/2020		004592		00	09/17/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	16.69
08/2020		004593		00	09/17/2020	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	150.00

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							
08/2020		004594		00	09/17/2020	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	59.96
08/2020		004595		00	09/17/2020	521-4220-442.52-01	CMI	EFT:	45.00
08/2020		004517		00	09/17/2020	521-4230-442.52-09	OREILLY AUTO PARTS 354	EFT:	25.18
08/2020		004519		00	09/17/2020	521-4230-442.52-09	OREILLY AUTO PARTS 354	EFT:	12.47
08/2020		004553		00	09/17/2020	521-4230-442.52-20	STAPLS7311369930000001	EFT:	94.01
08/2020		004596		00	09/17/2020	521-4230-442.53-02	TRAILS WEST ACE HDWE	EFT:	39.98
08/2020		004597		00	09/17/2020	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	325.98
08/2020		004598		00	09/17/2020	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	55.53
08/2020		004599		00	09/17/2020	521-4230-442.53-02	ORSCHELN FARM AND HOME ST	EFT:	139.99
08/2020		004600		00	09/17/2020	521-4230-442.52-02	ORSCHELN FARM AND HOME ST	EFT:	5.97
08/2020		004601		00	09/17/2020	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	42.33
08/2020		004602		00	09/17/2020	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	5.99
08/2020		004527		00	09/17/2020	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	51.18
08/2020		004529		00	09/17/2020	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	11.14
08/2020		004530		00	09/17/2020	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	16.61-
08/2020		004531		00	09/17/2020	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	93.07
08/2020		004532		00	09/17/2020	531-4320-443.43-05	INLAND TRUCK PARTS	EFT:	128.48
08/2020		004535		00	09/17/2020	531-4320-443.43-05	OREILLY AUTO PARTS 354	EFT:	3.63
08/2020		004608		00	09/17/2020	531-4320-443.52-09	WAL-MART #5307	EFT:	19.02-
08/2020		004609		00	09/17/2020	531-4320-443.52-09	WAL-MART #5307	EFT:	18.74
08/2020		004610		00	09/17/2020	531-4320-443.52-12	FASTENAL COMPANY 01KSKA3	EFT:	36.40
08/2020		004611		00	09/17/2020	531-4320-443.52-09	WM SUPERCENTER #5307	EFT:	19.02
08/2020		004612		00	09/17/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	7.92
08/2020		004613		00	09/17/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	9.98
08/2020		004614		00	09/17/2020	531-4320-443.52-13	WM SUPERCENTER #5307	EFT:	45.00
08/2020		004615		00	09/17/2020	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	13.18
08/2020		004616		00	09/17/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	5.80
08/2020		004617		00	09/17/2020	531-4320-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	24.99
08/2020		004618		00	09/17/2020	531-4320-443.52-01	EWING IRRIGATION PRD 48	EFT:	178.37
08/2020		004619		00	09/17/2020	531-4320-443.52-04	CROFT TRAILER SUPPLY INC	EFT:	164.82
08/2020		004620		00	09/17/2020	531-4320-443.52-02	NORTHERN TOOL EQUIP	EFT:	64.45
08/2020		004621		00	09/17/2020	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	26.75
08/2020		004622		00	09/17/2020	531-4320-443.52-01	EXCEL AUTOMATION LLC	EFT:	792.09
08/2020		004623		00	09/17/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	93.46
08/2020		004624		00	09/17/2020	531-4320-443.52-01	AMZN MKTP US MF0H30YJ1	EFT:	102.50
08/2020		004518		00	09/17/2020	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	25.18
08/2020		004520		00	09/17/2020	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	52.43
08/2020		004528		00	09/17/2020	531-4330-443.52-04	OLATHE FORD LINCOLN MERCU	EFT:	11.14
08/2020		004555		00	09/17/2020	531-4330-443.52-20	THE UPS STORE 5784	EFT:	13.04
08/2020		004603		00	09/17/2020	531-4330-443.52-02	TRAILS WEST ACE HDWE	EFT:	89.75
08/2020		004604		00	09/17/2020	531-4330-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	67.97
08/2020		004605		00	09/17/2020	531-4330-443.52-02	TRAILS WEST ACE HDWE	EFT:	48.98
08/2020		004606		00	09/17/2020	531-4330-443.52-20	WM SUPERCENTER #5307	EFT:	36.66
08/2020		004607		00	09/17/2020	531-4330-443.53-02	E EDWARDS WORK WEAR (OLA	EFT:	148.46
08/2020		004510		00	09/17/2020	551-4520-445.31-15	KDHE ENVIRONMENTAL REM	EFT:	30.00
08/2020		004511		00	09/17/2020	551-4520-445.52-20	STAPLS7312793969000001	EFT:	33.23
08/2020		004539		00	09/17/2020	551-4520-445.52-20	THE HOME DEPOT #2218	EFT:	26.41
08/2020		004625		00	09/17/2020	551-4520-445.43-03	GRAINGER	EFT:	16.80
08/2020		004626		00	09/17/2020	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	29.93

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0004830	00	SECURITY BANKCARD CENTER							
08/2020		004442		00	09/17/2020	601-1230-412.31-15	HUMANA	EFT:	60.00
08/2020		004485		00	09/17/2020	601-1230-412.31-15	SAINT LUKES HEALTH	EFT:	84.00
08/2020		004464		00	09/17/2020	602-1340-413.52-06	AMZN MKTP US MF5HB5EK1	EFT:	26.55
08/2020		004465		00	09/17/2020	602-1340-413.52-06	SSLS.COM	EFT:	15.08
08/2020		004466		00	09/17/2020	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	1.05
08/2020		004468		00	09/17/2020	602-1340-413.52-06	AMAZON.COM MM3Y10MX0	EFT:	56.99
08/2020		004469		00	09/17/2020	602-1340-413.52-06	AMZN MKTP US MM0P877Z2	EFT:	27.99
08/2020		004470		00	09/17/2020	602-1340-413.52-06	AMZN MKTP US MM4PN97M2	EFT:	45.98
08/2020		004550		00	09/17/2020	603-3150-431.52-01	RAMAIR INC.	EFT:	201.48
08/2020		004551		00	09/17/2020	603-3150-431.52-01	RAMAIR INC.	EFT:	207.60
08/2020		004552		00	09/17/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	31.92
08/2020		004456		00	09/17/2020	604-1320-413.52-20	STAPLS7310468688000001	EFT:	165.53
08/2020		004457		00	09/17/2020	604-1320-413.52-20	STAPLS7310468688000002	EFT:	22.94
08/2020		004458		00	09/17/2020	604-1320-413.52-20	STAPLS7312093197000001	EFT:	52.06
08/2020		004459		00	09/17/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	6.99
08/2020		004460		00	09/17/2020	604-1320-413.52-20	WAL-MART #5307	EFT:	4.88
08/2020		004461		00	09/17/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	16.52
08/2020		004525		00	09/17/2020	604-1320-413.43-05	BIG O 16001 - GARDNER	EFT:	293.98
							VENDOR TOTAL *	.00	46,127.05
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC							
102649445-001		004680		00	09/18/2020	001-6120-461.52-01	IRRIGATION REPAIR	456.50	
							VENDOR TOTAL *	456.50	
0001709	00	SPRINT							
403233312-225		004680		00	09/18/2020	001-1120-411.40-03	MONTHLY BILLING	EFT:	38.83
403233312-225		004680		00	09/18/2020	001-1140-411.40-03	MONTHLY BILLING	EFT:	55.98
403233312-225		004680		00	09/18/2020	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.83
403233312-225		004680		00	09/18/2020	001-3110-431.40-03	MONTHLY BILLING	EFT:	10.00
403233312-225		004680		00	09/18/2020	001-3116-431.40-03	MONTHLY BILLING	EFT:	38.83
403233312-225		004680		00	09/18/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	155.32
403233312-225		004680		00	09/18/2020	001-3130-431.40-03	MONTHLY BILLING	EFT:	77.66
403233312-225		004680		00	09/18/2020	001-6105-461.40-03	MONTHLY BILLING	EFT:	242.98
403233312-225		004680		00	09/18/2020	001-6120-461.40-03	MONTHLY BILLING	EFT:	267.13
403233312-225		004680		00	09/18/2020	001-7110-471.40-03	MONTHLY BILLING	EFT:	56.03
403233312-225		004680		00	09/18/2020	001-7120-471.40-03	MONTHLY BILLING	EFT:	94.81
403233312-225		004680		00	09/18/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	55.98
403233312-225		004680		00	09/18/2020	501-4120-441.40-03	MONTHLY BILLING	EFT:	75.98
403233312-225		004680		00	09/18/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	153.49
403233312-225		004680		00	09/18/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	153.64
403233312-225		004680		00	09/18/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-225		004680		00	09/18/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	27.15
403233312-225		004680		00	09/18/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.13
403233312-225		004680		00	09/18/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	126.49
403233312-225		004680		00	09/18/2020	602-1340-413.40-03	MONTHLY BILLING	EFT:	561.83
403233312-225		004680		00	09/18/2020	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.83
403233312-225		004680		00	09/18/2020	604-1320-413.40-03	MONTHLY BILLING	EFT:	531.05
							VENDOR TOTAL *	.00	2,940.97
0099999	00	STACY DUNN							

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0099999	00	STACY DUNN							
23326227		004403		00	09/18/2020	001-0000-347.01-00	BST	40.00	
							VENDOR TOTAL *	40.00	
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-
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
25714		004681		00	09/18/2020	117-3120-431.43-06	PATCHING	EFT:	282.13
25741		004681		00	09/18/2020	117-3120-431.43-06	PATCHING	EFT:	755.73
25897		004681		00	09/18/2020	117-3120-431.43-06	PATCHING	EFT:	333.70
							VENDOR TOTAL *	.00	1,371.56
0004984	00	SUPERIOR EXCAVATING, LLC							
3-WW-1902		PI0410	007355	00	08/29/2020	403-3130-431.62-04	STREET AND STORM	EFT:	75,860.72
3-WW-1902		PI0411	007356	00	08/29/2020	403-4130-441.62-15	ELECTRIC	EFT:	26,359.43
3-WW-1902		PI0412	007357	00	08/29/2020	403-4230-442.62-16	WATER	EFT:	106,196.54
3-WW-1902		PI0409	007354	00	08/29/2020	403-4330-443.62-10	SANITARY SEWER	EFT:	57,485.24
							VENDOR TOTAL *	.00	265,901.93
0000176	00	TIME WARNER CABLE							
25056001090520		004681		00	09/18/2020	602-1340-413.47-05	MONTHLY BILLING	48.41	
							VENDOR TOTAL *	48.41	
0000105	00	TYLER TECHNOLOGIES, INC							
025-308890		004681		00	09/18/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	3,400.00
							VENDOR TOTAL *	.00	3,400.00
0003836	00	UNIVERSAL SIGN & DISPLAY LLC							
11195		004681		00	09/18/2020	001-6110-461.54-51	SIGNAGE & BANNERS	1,245.00	
							VENDOR TOTAL *	1,245.00	
0000366	00	WARDROBE CLEANERS INC.							
08222020		004681		00	09/18/2020	001-2120-421.42-02	DRY CLEANING	420.50	
							VENDOR TOTAL *	420.50	
0003221	00	WEX BANK							
67418712		004685		00	09/18/2020	501-4120-441.52-09	FUEL	EFT:	200.57
67418712		004686		00	09/18/2020	501-4130-441.52-09	FUEL	EFT:	1,591.98
67418712		004687		00	09/18/2020	521-4220-442.52-09	FUEL	EFT:	260.70
67418712		004690		00	09/18/2020	521-4230-442.52-09	FUEL	EFT:	941.06
67418712		004688		00	09/18/2020	531-4320-443.52-09	FUEL	EFT:	602.19
67418712		004689		00	09/18/2020	531-4330-443.52-09	FUEL	EFT:	284.22
							VENDOR TOTAL *	.00	3,880.72
0099999	00	WHITAKER, SARINA							
000027131		UT		00	09/15/2020	501-0000-229.00-00	FINAL BILL REFUND	37.67	
							VENDOR TOTAL *	37.67	
0004600	00	WILSON & COMPANY, 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
0004600	00	WILSON & COMPANY, INC							
92234		PI0407 007282	00	08	08/27/2020	130-3130-431.62-04	RELOCATION OF WATERLINE	EFT:	238.50
							VENDOR TOTAL *	.00	238.50
							HAND ISSUED TOTAL ***		221.25
							EFT/EPAY TOTAL ***		756,669.55
							TOTAL EXPENDITURES ****	199,134.34	756,890.80
							GRAND TOTAL **********		956,025.14

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
0003884	00	ACTIVE NETWORK, LLC.							
AN697195_081020004697				00	09/25/2020	001-6110-461.31-15	ACTIVE REGISTRATION	EFT:	85.00
AN697525_081020004697				00	09/25/2020	001-6110-461.31-15	ACTIVE FEES	EFT:	.10
AN704040_083120004697				00	09/25/2020	001-6110-461.31-15	ACTIVE REGISTRATION	EFT:	85.00
AN704349_083120004697				00	09/25/2020	001-6110-461.31-15	ACTIVE FEES	EFT:	.10
AN706876_090820004697				00	09/25/2020	001-6110-461.31-15	ACTIVE REGISTRATION	EFT:	120.00
AN707173_090820004697				00	09/25/2020	001-6110-461.31-15	ACTIVE FEES	EFT:	.20
							VENDOR TOTAL *	.00	290.40
0004834	00	ADVENTHEALTH							
574397		004697		00	09/25/2020	601-1230-412.31-15	POST OFFER PHYSICALS	EFT:	372.00
575079		004697		00	09/25/2020	601-1230-412.31-15	VACCINE	EFT:	80.00
							VENDOR TOTAL *	.00	452.00
0002636	00	ALTEC CAPITAL SERVICES, LLC							
01121559		004697		00	09/25/2020	501-4130-441.44-02	LEASE #413	EFT:	4,620.94
01121560		004697		00	09/25/2020	501-4130-441.44-02	LEASE #402 & 405	EFT:	5,821.88
01121561		004697		00	09/25/2020	501-4130-441.44-02	LEASE #432	EFT:	3,440.80
01121562		004697		00	09/25/2020	501-4130-441.44-02	LEASE #403	EFT:	6,918.82
							VENDOR TOTAL *	.00	20,802.44
0000029	00	ALTEC INDUSTRIES, INC.							
50631516		004697		00	09/25/2020	501-4130-441.43-05	DIGGER SHIFT REPAIR	EFT:	716.02
							VENDOR TOTAL *	.00	716.02
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
47504		004697		00	09/25/2020	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	101.75
							VENDOR TOTAL *	.00	101.75
0099999	00	ANGELA BROCK							
094835		004701		00	09/25/2020	001-0000-207.10-20	RESTITUTION	1,000.00	
							VENDOR TOTAL *	1,000.00	
0001986	00	ANIXTER, INC.							
4705432-00		004697		00	09/25/2020	403-4130-441.62-15	FIBERGLASS CABINETS	EFT:	4,789.53
4667719-01		004697		00	09/25/2020	501-4130-441.52-31	ELBOWS & TAP WEDGES	EFT:	533.42
4675965-00		004697		00	09/25/2020	501-4130-441.52-31	WIRE	EFT:	2,909.85
4688185-00		004697		00	09/25/2020	501-4130-441.52-02	CUTTING TOOL	EFT:	1,543.60
4700135-00		004697		00	09/25/2020	501-4130-441.52-31	BOLTS & CONNECTORS	EFT:	207.24
4702508-00		004697		00	09/25/2020	501-4130-441.52-25	LED PHOTOCELL LIGHTS	EFT:	1,024.69
4695767-00		PI0431	007443	00	08/28/2020	501-4130-441.52-25	LED LIGHTS	EFT:	5,465.98
4606957-00		PI0433	007444	00	09/03/2020	501-4130-441.52-31	TRANSFORMER	EFT:	9,714.81
							VENDOR TOTAL *	.00	26,189.12
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-09162020		004697		00	09/25/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	150.07
7589-09162020		004697		00	09/25/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	10.06
7589-09162020		004697		00	09/25/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	10.06
							VENDOR TOTAL *	.00	170.19
0000250	00	ASPHALT SALES COMPANY							

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
0000250	00	ASPHALT SALES COMPANY							
144443		004702		00	09/25/2020	117-3120-431.43-06	ASPHALT REPAIR	EFT:	446.50
							VENDOR TOTAL *	.00	446.50
0005014	00	ATTIC STORAGE OF GARDNER							
12920		004703		00	09/25/2020	001-6110-461.44-02	MONTHLY BILLING	EFT:	845.00
							VENDOR TOTAL *	.00	845.00
0001405	00	BEST LAWN CARE							
GEC073120		PI0417	007334	00	07/31/2020	501-4110-441.31-15	MOWING	EFT:	1,600.00
GEC083120		PI0418	007334	00	08/31/2020	501-4110-441.31-15	MOWING	EFT:	1,225.00
							VENDOR TOTAL *	.00	2,825.00
0002847	00	BLACK HILLS ENERGY							
09032020		004697		00	09/25/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,586.96
							VENDOR TOTAL *	.00	2,586.96
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS671613		004697		00	09/25/2020	521-4220-442.52-13	CHEMICALS	EFT:	280.00
BMS672586		004697		00	09/25/2020	521-4220-442.52-13	CHEMICALS	EFT:	882.00
BMS676147		004697		00	09/25/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
BMS671613		PI0423	006996	00	09/02/2020	521-4220-442.52-13	CHEMICALS	EFT:	490.00
BMS672586		PI0424	007247	00	09/02/2020	521-4220-442.52-13	CHEMICALS	EFT:	58.80
							VENDOR TOTAL *	.00	4,197.05
0004539	00	BRUCE, FORREST							
09122020		004692		00	09/25/2020	001-6110-461.54-51	SOTT REP & EVENT SUPPLIES	EFT:	66.44
							VENDOR TOTAL *	.00	66.44
0001834	00	C & C GROUP							
35822		004704		00	09/25/2020	603-3150-431.31-15	TECHNICIAN LABOR	EFT:	215.00
							VENDOR TOTAL *	.00	215.00
0004628	00	CALGON CARBON CORPORATION							
90107659		004705		00	09/25/2020	521-4220-442.52-13	CHEMICALS	EFT:	3,240.00
							VENDOR TOTAL *	.00	3,240.00
0000001	00	CENTURYLINK							
313696625	0920	004697		00	09/25/2020	001-3116-431.40-03	MONTHLY BILLING	20.48	
313696625	0920	004697		00	09/25/2020	001-3120-431.40-03	MONTHLY BILLING	38.03	
314105759	0920	004706		00	09/25/2020	521-4220-442.40-03	MONTHLY BILLING	53.04	
313239127	0920	004707		00	09/25/2020	531-4320-443.40-03	MONTHLY BILLING	272.82	
313440714	0920	004697		00	09/25/2020	551-4520-445.40-03	MONTHLY BILLING	213.36	
320501840	0920	004697		00	09/25/2020	602-1340-413.40-03	MONTHLY BILLING	89.06	
314117591	0920	004697		00	09/25/2020	602-1340-413.40-03	MONTHLY BILLING	1,592.04	
							VENDOR TOTAL *	2,278.83	
0000429	00	CINTAS FIRE PROTECTION							
8404793411		004697		00	09/25/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	88.77
8404793411		004697		00	09/25/2020	501-4130-441.31-15	MONTHLY BILLING	EFT:	212.15

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
0000429	00	CINTAS FIRE PROTECTION							
8404793411		004697		00	09/25/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	135.88
8404793411		004697		00	09/25/2020	531-4320-443.31-15	MONTHLY BILLING	EFT:	72.50
8404793411		004697		00	09/25/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	135.89
							VENDOR TOTAL *	.00	645.19
0001643	00	CITY OF EDGERTON							
AUG-20		004697		00	09/25/2020	531-4320-443.31-15	MONTHLY BILLING	16,754.64	
							VENDOR TOTAL *	16,754.64	
0000288	00	CROFT TRAILER SUPPLY, INC.							
433284		004708		00	09/25/2020	501-4130-441.52-04	BATTERY FOR TRAILER	EFT:	25.88
							VENDOR TOTAL *	.00	25.88
0004959	00	DIGITAL ERTH CONSULTING LLC							
08		004697		00	09/25/2020	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	2,400.00
							VENDOR TOTAL *	.00	2,400.00
0002738	00	DITCH WITCH PLATNIUM CARD							
08282020		004697		00	09/25/2020	501-4130-441.43-02	BORE MACHINE REPAIR	4.36	
							VENDOR TOTAL *	4.36	
0003481	00	DPC INDUSTRIES INC							
817001934-20		004697		00	09/25/2020	521-4220-442.52-13	CHEMICALS	EFT:	1,140.00
817001933-20		PI0426	007320	00	09/01/2020	521-4220-442.52-13	CHLORINE	EFT:	643.00
							VENDOR TOTAL *	.00	1,783.00
0004714	00	EAGLE STRIP & PAINT, INC.							
2200		004697		00	09/25/2020	001-3116-431.43-05	PAINT VEHICLE #521	EFT:	2,950.00
							VENDOR TOTAL *	.00	2,950.00
0000855	00	EWING IRRIGATION PRODUCTS, INC							
12521181		004697		00	09/25/2020	001-6120-461.52-01	TURF SERVICE PROGRAM	180.20	
							VENDOR TOTAL *	180.20	
0002956	00	FASTENAL CO.							
KSKA3140942		004697		00	09/25/2020	521-4230-442.53-02	HARDHATS	EFT:	66.00
KSKA3140908		004697		00	09/25/2020	531-4330-443.53-02	TYVEK SUIT	EFT:	207.90
KSKA3140908		004697		00	09/25/2020	531-4330-443.53-02	TYVEK SUIT-RETURNED	EFT:	99.79-
KSKA3140942		004697		00	09/25/2020	531-4330-443.53-02	HARDHATS	EFT:	66.00
KSKA3140980		004697		00	09/25/2020	531-4330-443.53-02	HARDHAT	EFT:	50.52
							VENDOR TOTAL *	.00	290.63
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00

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
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
09012020		004697		00	09/25/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	431.00
0000092	00	GEORGE BUTLER ASSOC., INC.							
59601		PI0425	007316	00	09/04/2020	531-4340-443.62-10	SANITARY SEWER IMPROVEMEN	56,896.81	
							VENDOR TOTAL *	56,896.81	
0003536	00	GERKEN RENT-ALL							
343037-6		004709		00	09/25/2020	001-6110-461.54-51	GG HELIUM	60.40	
							VENDOR TOTAL *	60.40	
0000181	00	GRAINGER							
9634913397		004697		00	09/25/2020	521-4220-442.52-12	MEGOMMETER	EFT:	686.00
9640587771		004697		00	09/25/2020	521-4220-442.52-12	CASE	EFT:	125.35
9644396302		004710		00	09/25/2020	531-4320-443.52-12	PVC TUBING	EFT:	58.53
							VENDOR TOTAL *	.00	869.88
0004586	00	HADLEY, LARRY							
09122020		004693		00	09/25/2020	001-6110-461.54-51	SOTT REP	55.20	
							VENDOR TOTAL *	55.20	
0000097	00	HAMPEL OIL, INC.							
91338789		PI0430	007434	00	08/31/2020	551-4520-445.52-09	AIRPORT FUEL	EFT:	21,987.30
							VENDOR TOTAL *	.00	21,987.30
0003739	00	HAWKINS, INC.							
4783428		004711		00	09/25/2020	531-4320-443.52-13	ZETAG	EFT:	1,904.09
							VENDOR TOTAL *	.00	1,904.09
0002095	00	HDR ENGINEERING, INC							
1200293327		PI0432	007322	00	09/11/2020	001-3130-431.31-10	ON CALL TRAFFIC	EFT:	1,667.24
							VENDOR TOTAL *	.00	1,667.24
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500147962		004712		00	09/25/2020	001-3120-431.47-38	SPOILS	EFT:	143.00
							VENDOR TOTAL *	.00	143.00
0000695	00	IBT INC.							
7713352		004712		00	09/25/2020	531-4320-443.52-12	BALL BEARINGS	EFT:	147.18
							VENDOR TOTAL *	.00	147.18
0001536	00	ICE-MASTERS, LLC							
230577		004698		00	09/25/2020	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
							VENDOR TOTAL *	.00	83.00
0000102	00	ICMA RETIREMENT TRUST - 457							

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
0000102	00	ICMA RETIREMENT TRUST - 457							
407062		004729		00	09/24/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,051.86
							VENDOR TOTAL *	.00	8,051.86
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1076695-000		004698		00	09/25/2020	521-4230-442.52-12	PRESSURE TESTING HARDWARE	EFT:	73.15
							VENDOR TOTAL *	.00	73.15
0004991	00	INTERTEK-PSI							
00710221		PI0429	007437	00	06/29/2020	001-2110-421.31-15	ASBESTOS MONITORING	EFT:	16,050.00
							VENDOR TOTAL *	.00	16,050.00
0004588	00	KANSAS CITY BARBEQUE SOCIETY							
09122020		004698		00	09/25/2020	001-6110-461.54-51	KCBS FINAL CHARGES	EFT:	776.00
							VENDOR TOTAL *	.00	776.00
0000300	00	KANSAS DEPT OF REVENUE							
0267-7R5N-7CAY		004727		00	09/23/2020	001-0000-207.20-00	AUG 2020 SALES TAX	CHECK #: 103	374.38-
0267-AP78-FT58		004720		00	09/23/2020	501-0000-207.20-00	AUG 2020 SALES TAX	CHECK #: 103	76,507.03
0267-AP78-FT58		004717		00	09/23/2020	501-4110-441.48-02	AUG 2020 SALES TAX	CHECK #: 103	133.45
0267-2D47-A56N		004721		00	09/23/2020	501-4110-441.48-02	AUG 2020 SALES TAX	CHECK #: 103	8.36
0267-AP78-FT58		004718		00	09/23/2020	501-4120-441.48-02	AUG 2020 SALES TAX	CHECK #: 103	164.01
0267-AP78-FT58		004719		00	09/23/2020	501-4130-441.48-02	AUG 2020 SALES TAX	CHECK #: 103	101.46
0267-2D47-A56N		004722		00	09/23/2020	501-4130-441.48-02	AUG 2020 SALES TAX	CHECK #: 103	30.67
0267-2D47-A56N		004723		00	09/23/2020	501-4140-441.48-02	AUG 2020 SALES TAX	CHECK #: 103	14,148.29
0267-7R5N-7CAY		004716		00	09/23/2020	551-0000-207.20-00	AUG 2020 SALES TAX	CHECK #: 103	560.18
							VENDOR TOTAL *	.00	91,279.07
0000487	00	KANSAS DEPT OF REVENUE							
140522		004698		00	09/25/2020	001-1150-411.48-01	CMB STATE STAMP	25.00	
							VENDOR TOTAL *	25.00	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
80248		004698		00	09/25/2020	501-4130-441.40-06	LOCATES	EFT:	25.20
							VENDOR TOTAL *	.00	25.20
0005017	00	KASHMIR, LLC							
08122020		PI0421	007438	00	08/12/2020	130-3130-431.62-04	EASEMENT TRACT 5	17,000.00	
							VENDOR TOTAL *	17,000.00	
0002489	00	KPERS							
1561039		004724		00	09/25/2020	721-0000-202.03-05	092420 PAY PERIOD	CHECK #: 112	696.50
1561046		004725		00	09/25/2020	721-0000-202.03-01	092420 PAY PERIOD	CHECK #: 112	110.49
1561067		004726		00	09/25/2020	721-0000-202.03-01	092420 PAY PERIOD	CHECK #: 112	40,212.20
							VENDOR TOTAL *	.00	41,019.19
0003568	00	KPERS RETIREMENT							
1561070		004726		00	09/25/2020	721-0000-202.03-03	092420 PAY PERIOD	CHECK #: 118	766.68
							VENDOR TOTAL *	.00	766.68
0002490	00	KPF							

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							
1561037		004726		00	09/25/2020	721-0000-202.03-05	092420 PAY PERIOD	CHECK #: 113	96.97
1561103		004726		00	09/25/2020	721-0000-202.03-02	092420 PAY PERIOD	CHECK #: 113	30,017.52
							VENDOR TOTAL *	.00	30,114.49
0004769	00	KRONOS SAASHR, INC							
11654114		004698		00	09/25/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,776.22
							VENDOR TOTAL *	.00	1,776.22
0003656	00	KRUGER INC							
20000045RI05700		004712		00	09/25/2020	531-4320-443.52-12	PARTS	682.39	
							VENDOR TOTAL *	682.39	
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES							
20-1921		004698		00	09/25/2020	001-1140-411.46-02	SURVEY	EFT:	35.00
							VENDOR TOTAL *	.00	35.00
0004949	00	LEGAL RECORD, THE							
L87529		004698		00	09/25/2020	001-1150-411.47-01	PUBLICATIONS	EFT:	5.90
L87530		004698		00	09/25/2020	001-1150-411.47-01	PUBLICATIONS	EFT:	5.90
L87531		004698		00	09/25/2020	001-1150-411.47-01	PUBLICATIONS	EFT:	5.90
L87532		004698		00	09/25/2020	001-1150-411.47-01	PUBLICATIONS	EFT:	5.90
L87499		004698		00	09/25/2020	001-1150-411.47-01	PUBLICATIONS	EFT:	11.80
L87486		004698		00	09/25/2020	001-7110-471.47-01	ADVERTISING/PLANNING	EFT:	19.35
							VENDOR TOTAL *	.00	54.75
0004504	00	LINEAGE							
456180		004698		00	09/25/2020	602-1340-413.44-02	METER TAPES	EFT:	48.60
							VENDOR TOTAL *	.00	48.60
0003881	00	MID AMERICA LOCKSMITHS LLC							
30107		004698		00	09/25/2020	501-4120-441.43-01	DOOR REPAIR	125.00	
							VENDOR TOTAL *	125.00	
0000132	00	NATIONAL SIGN CO., INC.							
IN-194623		004698		00	09/25/2020	001-3120-431.52-10	CROSSING SIGN	EFT:	1,063.20
							VENDOR TOTAL *	.00	1,063.20
0004957	00	NEXGRID, LLC							
2020270		PI0419	007428	00	08/31/2020	501-4140-441.63-73	SMART METERS	EFT:	297,201.13
2020276		PI0434	007445	00	09/08/2020	501-4140-441.63-73	ELECTRIC SMART METERS	EFT:	260,703.06
2020270		PI0420	007428	00	08/31/2020	521-4240-442.63-73	SMART METERS	EFT:	41,500.00
							VENDOR TOTAL *	.00	599,404.19
0000142	00	OLATHE WINWATER WORKS							
153367 00		004698		00	09/25/2020	521-4230-442.52-12	PARTS	EFT:	539.00
153467 00		004698		00	09/25/2020	531-4330-443.52-02	MANHOLE HOOK	EFT:	45.00
							VENDOR TOTAL *	.00	584.00
0000256	00	OTTAWA COOP							

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
0000256	00	OTTAWA COOP							
48397 0820		004698		00	09/25/2020	001-3120-431.52-09	FUEL	EFT:	154.42
48397 0820		004698		00	09/25/2020	521-4220-442.52-09	FUEL	EFT:	164.11
48397 0820		004698		00	09/25/2020	521-4230-442.52-09	FUEL	EFT:	144.14
							VENDOR TOTAL *	.00	462.67
0001569	00	PAYCOR, INC							
INV01365027		004726		00	09/23/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	625.59
							VENDOR TOTAL *	.00	625.59
0000145	00	PEPSI-COLA							
34555004		004712		00	09/25/2020	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	224.16
							VENDOR TOTAL *	.00	224.16
0003873	00	PITLUCK LAW LLC							
72008-01		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	900.00
095109-01		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	90.00
70829		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	120.00
090132		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	150.00
090933		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	240.00
74576		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	120.00
66574		004698		00	09/25/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	120.00
							VENDOR TOTAL *	.00	1,740.00
0003935	00	PRICE-BOND KYLE							
09162020		004695		00	09/25/2020	521-4230-442.53-02	RX SAFETY GLASSES	50.80	
							VENDOR TOTAL *	50.80	
0005002	00	RELLEC APPAREL							
3693		004698		00	09/25/2020	001-6110-461.54-51	GG SHIRTS	EFT:	65.20
							VENDOR TOTAL *	.00	65.20
0004869	00	RITZ SAFETY, LLC							
36486		004698		00	09/25/2020	501-4130-441.53-02	SHIRTS	EFT:	267.61
37405		004698		00	09/25/2020	521-4220-442.53-02	SHIRTS	EFT:	161.87
37407		004698		00	09/25/2020	521-4230-442.53-02	SHIRTS	EFT:	140.94
37407		004698		00	09/25/2020	531-4330-443.53-02	SHIRTS	EFT:	140.95
							VENDOR TOTAL *	.00	711.37
0005021	00	ROBERTS, JESSICA							
09172020		004699		00	09/22/2020	001-7120-471.53-02	SAFETY BOOTS-REIMB	149.95	
							VENDOR TOTAL *	149.95	
0004587	00	ROGERS, MARGARET							
09122020		004694		00	09/25/2020	001-6110-461.54-51	SOTT REP	EFT:	21.28
							VENDOR TOTAL *	.00	21.28
0099999	00	SARAH NASH							
09182020		004696		00	09/25/2020	001-6110-461.31-15	PARK SHELTER REFUND	40.00	
							VENDOR TOTAL *	40.00	
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							

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
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							
29838		004698		00	09/25/2020	531-4340-443.62-10	SEWER INTERCEPTOR	EFT:	1,914.15
							VENDOR TOTAL *	.00	1,914.15
0003963	00	SELECTRON TECHNOLOGIES, INC.							
4182		PI0427	007442	00	09/15/2020	602-1340-413.47-05	RELAY UTILITIES PACK	EFT:	18,175.00
							VENDOR TOTAL *	.00	18,175.00
0000160	00	SHAWNEE COPY CENTER INC.							
123258		004712		00	09/25/2020	001-1120-411.47-02	BUSINESS CARDS	EFT:	75.00
123102		004698		00	09/25/2020	001-7120-471.47-02	PRINTING-INSPECTIONS	EFT:	90.31
							VENDOR TOTAL *	.00	165.31
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
09122020		PI0428	007446	00	09/12/2020	105-1120-411.31-15	2020 4TH QTR DUES	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
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-
0002903	00	STRICK & CO, INC							
44870		004714		00	09/25/2020	501-4140-441.62-14	SURVEYING	EFT:	400.00
							VENDOR TOTAL *	.00	400.00
0004785	00	SUMNERONE, INC							
2636125		004712		00	09/25/2020	501-4110-441.43-02	MONTHLY BILLING	EFT:	45.12
2636969		004698		00	09/25/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	215.56
2636970		004698		00	09/25/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	120.26
							VENDOR TOTAL *	.00	380.94
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
25837		004698		00	09/25/2020	521-4230-442.52-12	PATCHING	EFT:	278.92
194311		004698		00	09/25/2020	601-1230-412.31-15	POST OFFER BACKGROUND CK	EFT:	1,173.49
							VENDOR TOTAL *	.00	1,452.41
0002969	00	TREKK DESIGN GROUP LLC							
20-000848		PI0422	006842	00	09/01/2020	531-4310-443.31-15	I/I REDUCTION PROGRAM	3,961.50	
							VENDOR TOTAL *	3,961.50	
0001298	00	UPS STORE #5784							
4257		004712		00	09/25/2020	501-4130-441.47-04	SHIPPING CHARGES	278.63	
4450		004712		00	09/25/2020	501-4130-441.47-04	SHIPPING CHARGES	13.40	
							VENDOR TOTAL *	292.03	
0002484	00	US FOOD SERVICE							
3591932		004712		00	09/25/2020	001-6110-461.52-15	CONCESSION FOOD	EFT:	458.22
							VENDOR TOTAL *	.00	458.22
0001126	00	VALIDITY SCREENING SOLUTIONS							

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
0001126	00	VALIDITY SCREENING SOLUTIONS							
194311		004713		00	09/25/2020	601-1230-412.31-15	POST OFFER BACKGROUND CK	EFT:	1,173.49
							VENDOR TOTAL *	.00	1,173.49
0000289	00	VIKING INDUSTRIAL SUPPLY							
14281		004712		00	09/25/2020	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	208.00
14282		004712		00	09/25/2020	001-6120-461.52-01	SHOP SUPPLIES	EFT:	160.00
14287		004712		00	09/25/2020	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	549.16
							VENDOR TOTAL *	.00	917.16
0099999	00	VINCENT PARADES							
09172020		004697		00	09/25/2020	001-0000-229.00-00	SOTT WINNER	65.00	
							VENDOR TOTAL *	65.00	
0005019	00	WESTERN MARKETING							
W296625-IN		004698		00	09/25/2020	001-3116-431.52-09	OIL	EFT:	23.03
W296625-IN		004698		00	09/25/2020	001-3120-431.52-09	OIL	EFT:	394.29
W296625-IN		004698		00	09/25/2020	001-3120-431.52-09	OIL	EFT:	92.13
W296625-IN		004698		00	09/25/2020	001-3130-431.52-09	OIL	EFT:	69.09
W296625-IN		004698		00	09/25/2020	001-6120-461.52-09	OIL	EFT:	161.38
W296625-IN		004698		00	09/25/2020	001-7120-471.52-09	OIL	EFT:	46.06
W296625-IN		004698		00	09/25/2020	521-4220-442.52-09	OIL	EFT:	56.31
W296625-IN		004698		00	09/25/2020	521-4220-442.52-09	OIL	EFT:	92.28
W296625-IN		004698		00	09/25/2020	521-4230-442.52-09	OIL	EFT:	112.61
W296625-IN		004698		00	09/25/2020	521-4230-442.52-09	OIL	EFT:	46.06
W296625-IN		004698		00	09/25/2020	531-4320-443.52-09	OIL	EFT:	112.61
W296625-IN		004698		00	09/25/2020	531-4320-443.52-09	OIL	EFT:	92.13
W296625-IN		004698		00	09/25/2020	531-4330-443.52-09	OIL	EFT:	56.38
W296625-IN		004698		00	09/25/2020	531-4330-443.52-09	OIL	EFT:	46.06
W296625-IN		004698		00	09/25/2020	603-3150-431.52-09	OIL	EFT:	23.03
W296625-IN		004698		00	09/25/2020	604-1320-413.52-09	OIL	EFT:	92.13
							VENDOR TOTAL *	.00	1,515.58
							HAND ISSUED TOTAL ***		171,856.88
							EFT/EPAY TOTAL ***		769,792.51
							TOTAL EXPENDITURES ****	99,622.11	941,649.39
							GRAND TOTAL **********		1,041,271.50

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

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: OCTOBER 5, 2020

STAFF CONTACT: DAVE KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting the sanitary sewer easement dedications by separate instruments for Hilltop Ridge Subdivision

Strategic Priority: Economic Development and Infrastructure Management

Department: Community Development

Staff Recommendation:
Staff recommends the acceptance of the sanitary sewer easement dedications by separate instruments for Hilltop Ridge Subdivision.

Background/Description:
Infrastructure easements are needed for the utilities serving the development not yet platted. As a result, the attached easement dedication instruments are presented to be considered for acceptance.

No condemnation of property is necessary for these easements.

Financial Impact:
- None

Attachments Included:
- Sanitary Sewer Easement No. 1
- Sanitary Sewer Easement No. 2

Suggested Motion:
Accept the dedication of the Sanitary Sewer Easements by separate instruments for Hilltop Ridge Subdivsion

OFFER TO PURCHASE REAL PROPERTY

DATE 07 / 06 / 2020
CITY OF GARDNER, COUNTY OF JOHNSON
JOHNSON COUNTY PARCEL ID: CF221415-2015

LOCATION: A strip of land in the Southwest quarter of Section 15, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas.

To: Thomas E. & Kara S. Barlett
32520 W. 167th Street
Gardner, KS 66030

Dear Mr. and Mrs. Barlett:

The City of Gardner intends to extend the public sanitary sewer system north of 167th Street and West of Kill Creek Road in Gardner, Kansas to service new residential development in the area ("Project"). Sunrise Investments, LLC ("Developer") is facilitating this sewer extension project. To accomplish the anticipated improvement, it will be necessary to acquire certain real property as indicated on the engineering plans and more particularly described in the instruments which will be presented to you for signatures if you are receptive to the offer.

Sunrise Investments, LLC offers you the sum of **EIGHT THOUSAND FIFTY-THREE AND 46/100 DOLLARS ($8,053.46)** for your real property, or the portion thereof to be acquired.

Real Property to be acquired includes:

Permanent Sanitary Sewer Easement	**30,363 sq. feet**
Temporary Construction Easement	**32,821 sq. feet**

Value of the Permanent Easements to be acquired:

Permanent Drainage Easement	30,363 sq. feet	$	6,621.87

Value of the Temporary Construction Easement to be acquired:

Temporary Construction Easement	32,821 sq. feet	$	1,431.59
		$	8,053.46

Additional Compensation Items:

Incorporate into the Project a future sewer service connection line to the existing residence. This service line tee connection will be extended approximately 100 L.F.

from the sewer main and capped for a future connection to the residence by others. The end of the line will be marked with a tee post and identified on as built drawings. The location of the service line tee is depicted on the attached Exhibit A to this Offer.

By signing below you are certifying that you are the lawful owner of the property referenced in this Offer to Purchase Real Property and able to execute this document and easement documents required as the property owner.

If the above offer meets with your satisfaction, please sign a copy of this Offer where indicated below and return same to me.

By: _____
Dennis Pugh, Developer

ACCEPTED AND APPROVED

This _____ day of _____, 2020

Signed: Tom Barlett Kara S. Barlett

Printed Name: Tom Barlett Kara S. Barlett

Address: 32520 W 167th
Gardner, KS 66030

_____

City Project No. _____
Project Name _____
Tr. #____ Parcel No. _____

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2020, by and between Thomas E. Barlett and Kara S. Barlett, husband and wife, hereinafter called Grantors, 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:

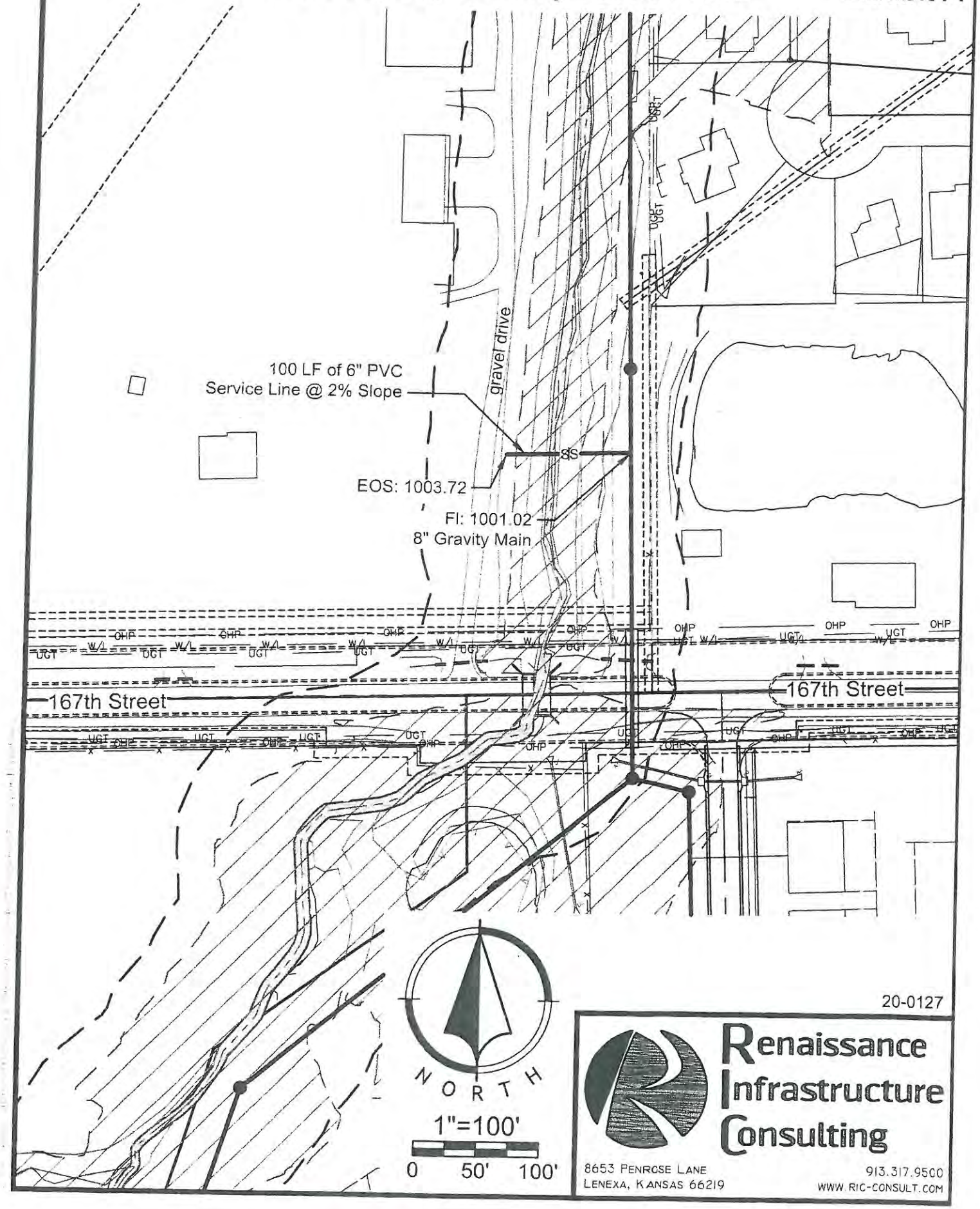
SECTION ONE
GRANT OF PERMANENT EASEMENT

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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

Barlett Property Sanitary Service Stub

Exhibit A



20-0127

Renaissance Infrastructure Consulting

8653 Penrose Lane
Lenexa, Kansas 66219

913.317.9500
www.ric-consult.com

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 24th day of August, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Thomas E. Barlett and Kara S. Barlett, husband and wife, who are personally known to me to be the same persons who executed the within document of their own free will and accord and have the authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Morgan Waggoner
Notary Public

9-7-2022
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
MORGAN WAGGONER
My Appt. Expires 9-7-22

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 31st day of August, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JAMES 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.

Morgan Waggoner
Notary Public

9-7-22
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
MORGAN WAGGONER
My Appt. Expires 9-7-22

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTORS:

Thomas E. Barlett

Thomas E. Barlett

Kara S. Barlett

Kara S. Barlett

Street Address: 32520 W 167th St

City, State & Zip: Gardner KS 66030

GRANTEE:
CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
James Pruetting, City Administrator

ATTEST:

_____
Sharon Rose, City Clerk

(SEAL)

CITY OF GARDNER
SEAL
KANSAS

EXHIBIT A
SANITARY SEWER EASEMENT EXHIBIT

A strip of land variable in width, across part of the Southwest quarter of Section 15, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, the centerline of said strip of land described as follows:

Commencing at the Southwest Corner of said Southwest quarter; thence North 88°16'55" East, along the South line of said Southwest quarter, a distance of 785.29 feet; thence North 01°43'05" West, leaving said South line, a distance of 40.00 feet, to a point on the North right-of-way line of 167th Street, as it now exists said point also being the Point of Beginning of an easement 30.00 foot in width, with 15.00 feet lying on each side of said centerline, thence North 01°41'24" West, along a line being 15.00 feet west of and parallel with the extended West line of SYMPHONY FARMS II, a subdivision to the City of Gardner of said Johnson County, a distance of 555.97 feet; thence continuing along said easement 22.00 foot in width, with 11.00 feet lying on each side of said centerline, North 63°52'03" West, a distance of 96.11 feet; thence continuing along said easement 25.00 foot in width, with 12.50 feet lying on each side of said centerline, North 01°41'24" West, a distance of 462.76 feet to a point on the northwesterly line of a tract of land as described in Book 200410, Page 009139, as recorded at the Recorder of Deeds, Johnson County, Kansas, the Northeast corner thereof bears North 41°13'05" East, a distance of 146.71 feet ,said point also being the Point of Termination.

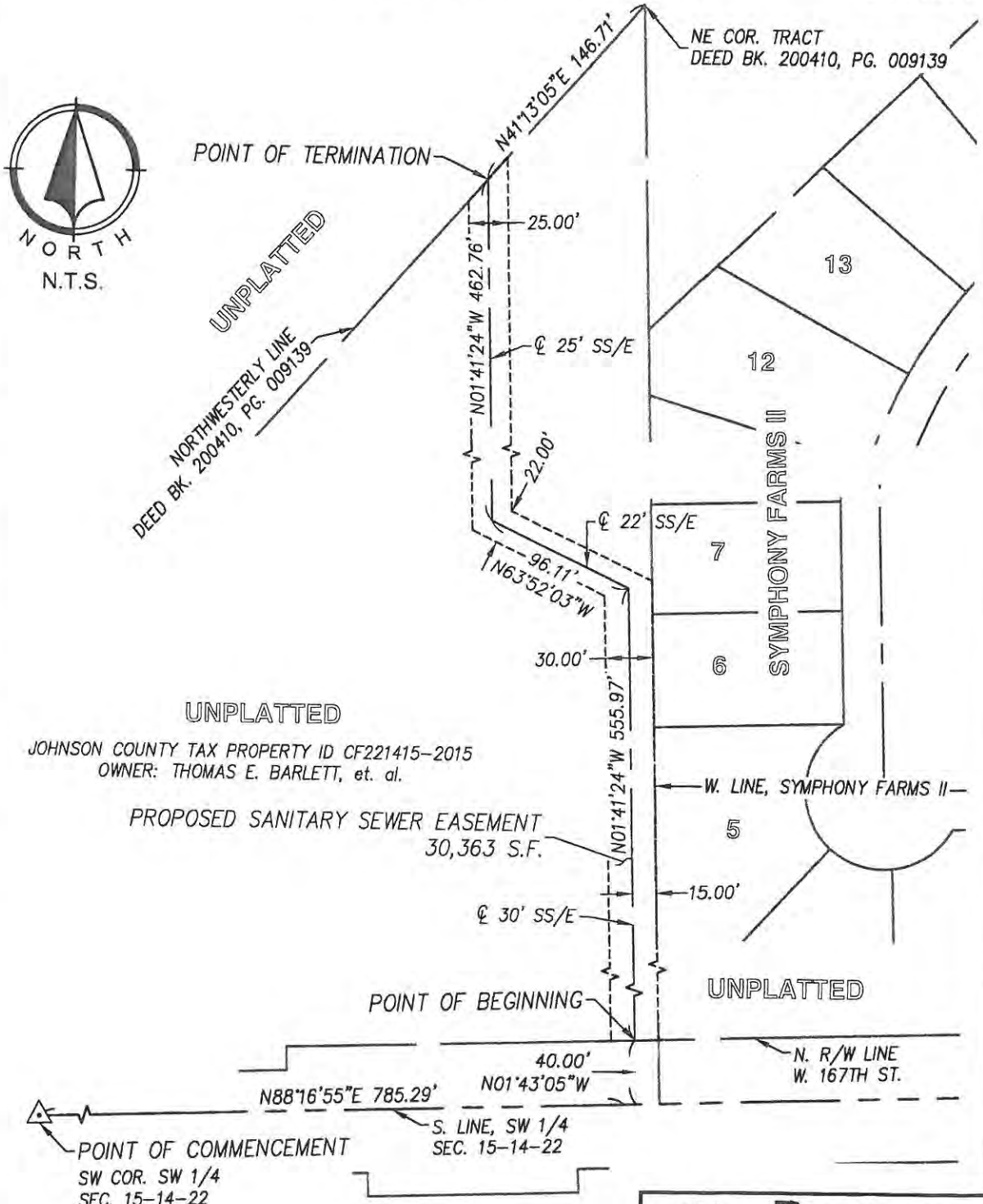
The outer boundary lines described above contain 30,363 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at lines which contain the Points of Beginning and Termination and at angle points, as not to leave any areas of void or overlapping.

CHRIS R. SPRAGUE
LICENSED
1632
6-19-2020
KANSAS
PROFESSIONAL SURVEYOR

Sanitary Sewer Easement Exhibit

Exhibit A



Renaissance Infrastructure Consulting

132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.ric-consult.com

Sheet 2 of 2

Jun 15, 2020-10:56am User: csprague
Z:\RIC Design\2020\20-0127\Dwg\Exhibits\20-0127 EESSWR01.dwg

City Project No. _____
Project Name _____
Tr. #____ Parcel No. _____

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____ 2020 by and between Thomas E. Barlett and Kara S. Barlett, husband and wife, hereinafter called Grantors, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar ($1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantors do hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 202__, whichever is the earliest date. Grantors agree that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantors covenant that they are the owners of the premises and have the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantors and Grantee.

TO THESE COVENANTS, the Grantors do hereby consent and agree.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 24th day of August, 2020, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Thomas E. Barlett and Kara S. Barlett, husband and wife, who are personally known to me to be the same persons who executed the within document of their own free will and accord and have the authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Morgan Waggoner
Notary Public

9-7-2022
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
MORGAN WAGGONER
My Appt. Expires 9-7-22

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 31st day of August, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JAMES 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.

Morgan Waggoner
Notary Public

9-7-22
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
MORGAN WAGGONER
My Appt. Expires 9-7-22

SECTION TWO
RESTRICTED USE BY GRANTORS

Grantors shall not interfere with the exercise by grantee of the rights granted herein. Grantors shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument.

SECTION THREE
WARRANTY OF TITLE

Grantors covenant that they are the owner of the premises and have 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:

Thomas E. Barlett

Thomas E. Barlett

Kara S. Barlett

Kara S. Barlett

Street Address: 32520 W 167th St

City, State & Zip: Gardner KS 66030

GRANTEE:
CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
James Pruetting, City Administrator

ATTEST:

_____
Sharon Rose, City Clerk

(SEAL)

CITY OF GARDNER
SEAL
KANSAS

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

A strip of land variable in width, across part of the Southwest quarter of Section 15, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, the centerline of said strip of land described as follows:

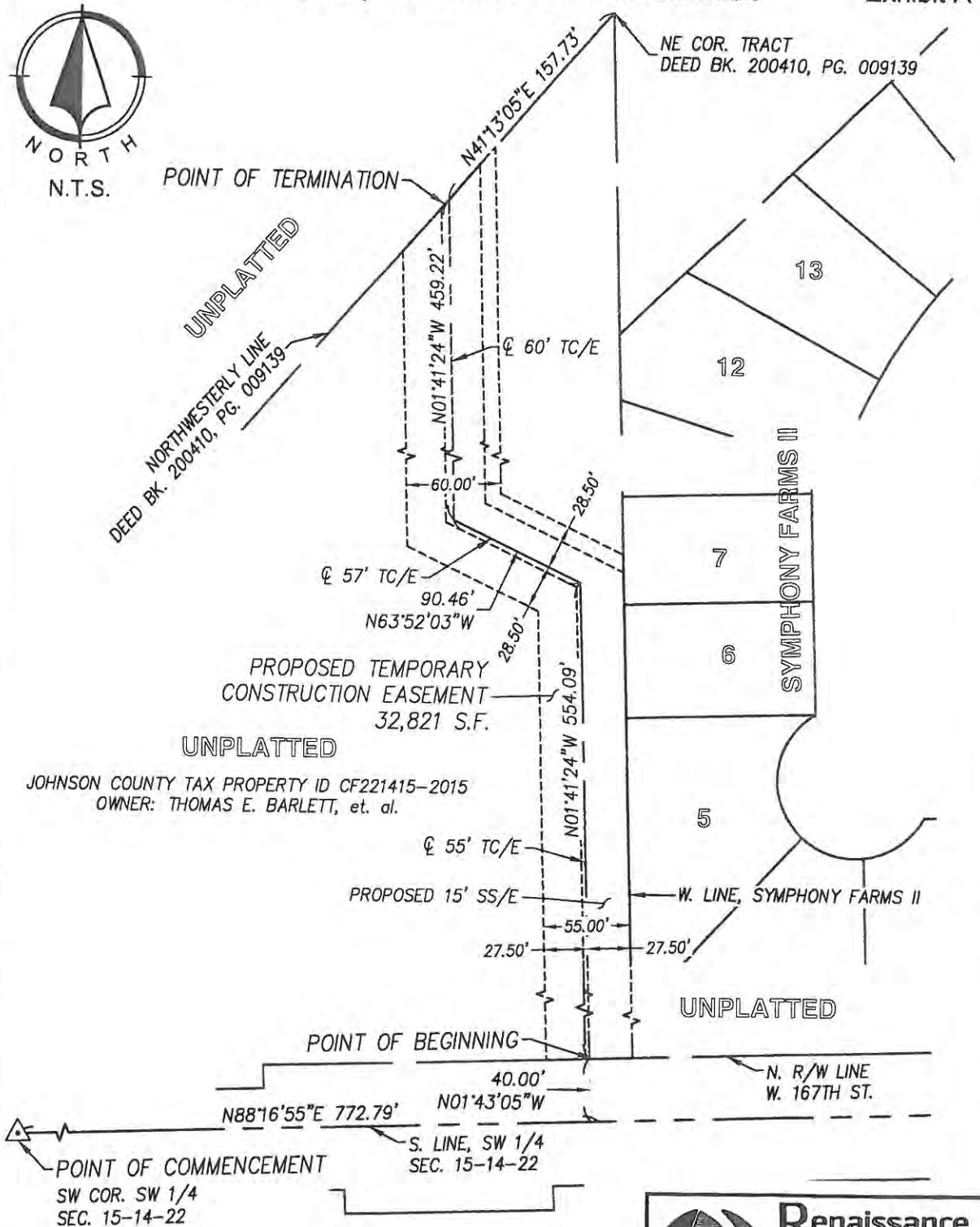
Commencing at the Southwest Corner of said Southwest quarter; thence North 88°16'55" East, along the South line of said Southwest quarter, a distance of 772.79 feet; thence North 01°43'05" West, leaving said South line, a distance of 40.00 feet, to a point on the North right-of-way line of 167th Street, as it now exists said point also being the Point of Beginning of an easement 55.00 foot in width, with 27.50 feet lying on each side of the centerline, thence North 01°41'24" West, along a line being 27.50 feet west of and parallel with the extended West line of SYMPHONY FARMS II, a subdivision to the City of Gardner of said Johnson County, a distance of 554.09 feet; thence continuing along said easement 57.00 feet in width, 28.50 feet lying on each side of the centerline, North 63°52'03" West, a distance of 90.46 feet; thence continuing along said easement 60.00 feet in width, 30.00 feet lying on each side of the centerline, North 01°41'24" West, a distance of 459.22 feet to a point on the northwesterly line of a tract of land as described in Book 200410, Page 009139, as recorded at the Recorder of Deeds, Johnson County, Kansas, the Northeast corner thereof bears North 41°13'05" East, a distance of 157.73 feet, said point also being the Point of Termination, less that part lying in permanent Sanitary Sewer Easement, containing a net of 32,821 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at lines which contain the Points of Beginning and Termination and at angle points, as not to leave any areas of void or overlapping.

CHRIS R. SPRAGUE
LICENSED
1632
6-19-2020
KANSAS
PROFESSIONAL SURVEYOR

Temporary Construction Easement Exhibit

Exhibit A



Renaissance Infrastructure Consulting

132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.ric-consult.com

Sheet 2 of 2

Jun 15, 2020-10:58am User: csprague
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OFFER TO PURCHASE REAL PROPERTY

DATE 07 / 06 / 2020
CITY OF GARDNER, COUNTY OF JOHNSON
JOHNSON COUNTY PARCEL ID: CF221415-2013

LOCATION: A strip of land in the Southwest quarter of Section 15, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas.

To: Timbers, LLC
11400 Rogers Rd.
Lenexa, KS 66215

Dear Sir or Madam:

The City of Gardner intends to extend the public sanitary sewer system north of 167th Street and West of Kill Creek Road in Gardner, Kansas to service new residential development in the area ("Project"). Sunrise Investments Corporation ("Developer") is facilitating this sewer extension project. To accomplish the anticipated improvement, it will be necessary to acquire certain real property as indicated on the engineering plans and more particularly described in the instruments which will be presented to you for signatures if you are receptive to the offer.

Developer offers you the sum of **TEN THOUSAND AND 00/100 DOLLARS ($10,000.00)** for your real property, or the portion thereof to be acquired.

Real Property to be acquired includes:

Permanent Sanitary Sewer Easement	**9,898 sq. feet**
Temporary Construction Easement	**16,217 sq. feet**

Value of the Permanent Easements to be acquired:

Permanent Drainage Easement	9,898 sq. feet	$	6,040.70

Value of the Temporary Construction Easement to be acquired:

Temporary Construction Easement	16,217 sq. feet	$	3,959.30
		$	10,000.00

By signing below you are certifying that you are the lawful owner of the property referenced in this Offer to Purchase Real Property and able to execute this document

and easement documents required as the property owner.

If the above offer meets with your satisfaction, please sign a copy of this Offer where indicated below and return same to me.

Sunrise Investments Corporation

By: _____
Brian, Miller, Owner

ACCEPTED AND APPROVED

This 23 **day of** September**, 2020**

Timbers, LLC

Signed: _____

Printed Name: JAMES J HUMBERT

Address: 34590 W 167TH
GARDNER KS 66030

City Project No. _____
Project Name _____
Tr. #____ Parcel No. _____

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, Made and entered into this 23 day of September, 2020, by and between The Timbers, LLC, a Kansas Limited Liability Company, 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 increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, 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 construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenance constructed pursuant to this instrument.

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:
The Timbers, LLC, a Kansas Limited Liability Company

By: _____

Printed Name: JAMES J HUMBERT

Title: MEMBER.

Street Address: 34590 W 167TH

City, State & Zip: GARDNER KS 66030

GRANTEE:
CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
James Pruetting, City Administrator

CITY OF GARDNER
SEAL
KANSAS

ATTEST:

_____
Sharon Rose, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 23RD day of SEPTEMBER 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES J HUMBERT (Name), MEMBER (Title) of The Timbers, LLC, a Kansas Limited Liability Company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Kristie Hatley
Notary Public
9/07/2020
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
KRISTIE HATLEY
My Appt. Expires 9/07/2020

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 25th day of Sept., 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JAMES 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.

Morgan Waggoner
Notary Public
9-7-22
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
MORGAN WAGGONER
My Appt. Expires 9-7-22

EXHIBIT A
SANITARY SEWER EASEMENT EXHIBIT

A tract of land 25 feet in width, across part of the Southwest quarter of Section 15, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, lying 12.50 feet on each side of the centerline as follows:

Commencing at the Southwest Corner of said Southwest quarter; thence North 88°16'55" East, along the South line of said Southwest quarter, a distance of 700.81 feet; thence North 01°43'05" West, leaving said South line, a distance of 1103.63 feet, to a point on the northwesterly line of a tract of land as described in Book 200410, Page 009139, as recorded at the Recorder of Deeds, Johnson County, Kansas, from which the Northeast corner bears N 41°13'05" E, a distance of 146.71 feet, said point also being the Point of Beginning; thence North 01°41'24" West, a distance of 86.44 feet; thence North 43°44'51" East, a distance of 309.47 feet said point being the Point of Termination.

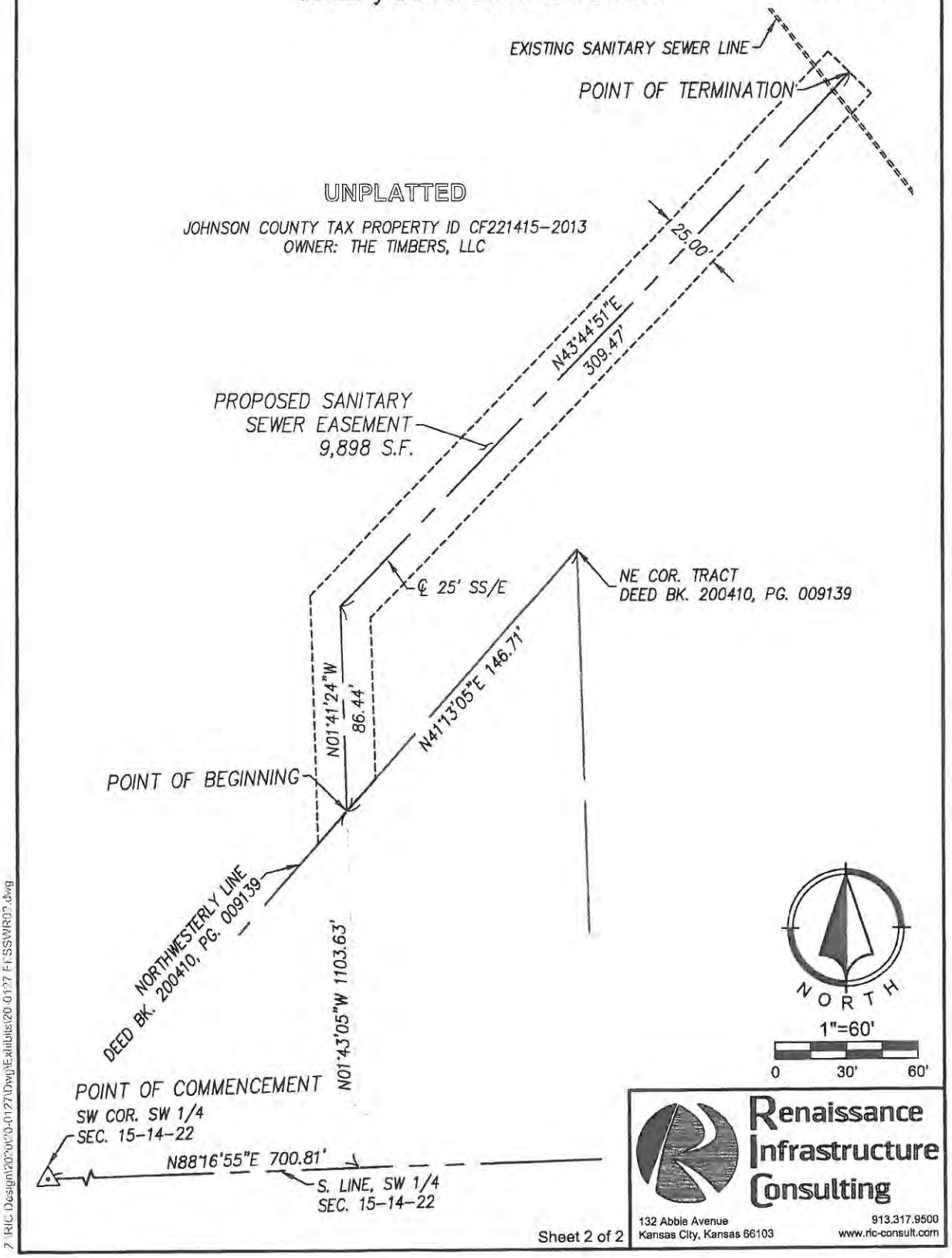
The outer boundary lines described above contain 9,898 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at lines which contain the Points of Beginning and at angle points, as not to leave any areas of void or overlapping.

CHRIS R. SPRAGUE
LICENSED
1632
6-19-2020
KANSAS
PROFESSIONAL SURVEYOR

Sanitary Sewer Easement Exhibit

Exhibit A



Sheet 2 of 2

Renaissance Infrastructure Consulting
132 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Jun 15, 2020-10:57am User: csprague
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City Project No. _____
Project Name _____
Tr. #____ Parcel No. _____

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2020, by and between The Timbers, LLC, a Kansas Limited Liability Company, hereinafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar ($1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement described above. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.

This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 202___, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easements herein conveyed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:
The Timbers, LLC, a Kansas Limited Liability Company

By: _____

Printed Name: JAMES HUMBERT

Title: MEMBER

Street Address: 34540 W 167TH

City, State & Zip: GARDNER KS 66030

GRANTEE:
CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
James Pruetting, City Administrator

CITY OF GARDNER
SEAL
KANSAS

ATTEST:

_____
Sharon Rose, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 23 day of September 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came JAMES J. HUMBERT (Name), MEMBER (Title) of The Timbers, LLC, a Kansas Limited Liability Company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Kristie Hatley
Notary Public
9/07/2020
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
KRISTIE HATLEY
My Appt. Expires 9/07/2020

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 25th day of Sept., 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JAMES 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.

Morgan Waggoner
Notary Public
9-7-22
My Appointment Expires:

NOTARY PUBLIC - State of Kansas
MORGAN WAGGONER
My Appt. Expires 9-7-22

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

A strip of land 60 feet in width, across part of the Southwest quarter of Section 15, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, lying 30.00 feet on each side of the centerline as follows:

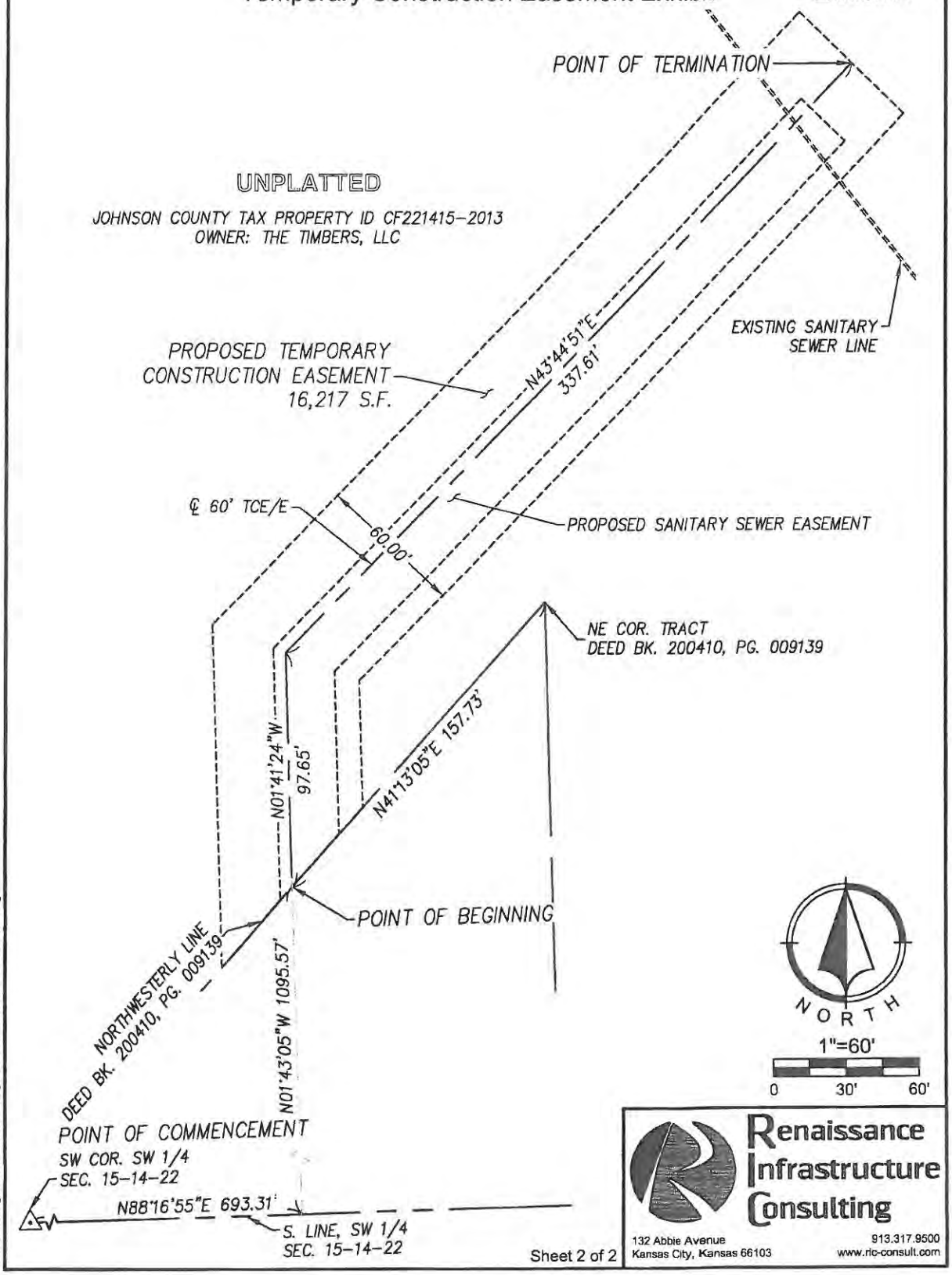
Commencing at the Southwest Corner of said Southwest quarter; thence North 88°16'55" East, along the South line of said Southwest quarter, a distance of 693.31 feet; thence North 01°43'05" West, leaving said South line, a distance of 1095.57 feet, to a point on the northwesterly line of a tract of land as described in Book 200410, Page 009139, as recorded at the Recorder of Deeds, Johnson County, Kansas, the Northeast corner thereof bears N 41°13'05" E, a distance of 157.73 feet, said point also being the Point of Beginning; thence North 01°41'24" West, a distance of 97.65 feet; thence North 43°44'51" East, a distance of 337.61 feet, said point being the Point of Termination, less that part lying in permanent Sanitary Sewer Easement, containing a net of 16,217 square feet, more or less.

The outer boundary lines described above shall either be truncated or extended to terminate at lines which contain the Points of Beginning and at angle points, as not to leave any areas of void or overlapping.

CHRIS R. SPRAGUE
LICENSED
1632
4-19-2020
KANSAS
PROFESSIONAL SURVEYOR

Temporary Construction Easement Exhibit

Exhibit A



Sheet 2 of 2

Renaissance Infrastructure Consulting

132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.ric-consult.com

Jun 15, 2020-2:29pm User: csprague
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COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: OCTOBER 5, 2020
STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider authorizing the execution of the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement

Strategic Priority: Fiscal Stewardship
Quality of Life

Department: Administration

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement to continue eligibility to receive reimbursements for Covid-related expenses.

Background/Description of Item:

The Johnson County Government received approximately $116 million in Coronavirus Relief Funds and developed a three-phase plan for the use and distribution of those funds. In Phase 1, local governments were assigned a per capita allocation that accounted for 40-50% of the $116M. The allocation is not a distribution of funds, but an assigned cap for each jurisdiction not to exceed. Gardner's allocation is set at $656,361.70. To date, Gardner has received reimbursements of approximately $50k for eligible expenses under this cap.

The Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement is required for additional reimbursements to the city. Phases 2 and 3 of the county's plan will be managed by the county and both phases have a separate fund allocation for expenses incurred under those phases.

Financial Impact:
The city is eligible for reimbursement of Covid-related expenditures of up to $656,361.70 under Phase 1 of Johnson County's three-phase Covid Relief Fund plan.

Attachments Included:
- Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement.

Suggested Motion:
Authorize the City Administrator to execute the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement to receive reimbursement for eligible costs up to a per capita allocation cap of $656,361.70.

Johnson County Coronavirus Relief Fund
Subrecipient Grant Agreement

(i) Subrecipient agency name (must match the name associated with its unique entity identifier) City of Gardner, Kansas	**(ii) Unique entity identifier *(i.e., DUNS)*** 027582832	**(iii) Federal Award Identification Number (FAIN)** TBD
(iv) Federal Award Date MARCH 1, 2020 - DECEMBER 30, 2020	**(v) Subrecipient agency Period of Performance Start and End Date** MARCH 1, 2020 - DECEMBER 30, 2020	
(vi) Amount of Federal Funds *Obligated* to the subrecipient agency *by this action*: $656,361.70	**(vii) Total Amount of Federal Funds *Obligated* to the subrecipient agency** $656,361.70	**(viii) Total Amount of the Federal Award *Committed* to the subrecipient agency** $33,343.79
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) CORONAVIRUS RELIEF – Johnson County, Kansas Local Taxing Jurisdiction Support		
(x) Federal awarding agency: DEPARTMENT OF THE TREASURY	**Pass-through entity:** JOHNSON COUNTY	**Awarding official name and contact information:** Thomas G. Franzen, Director of Treasury & Financial Management Office of Treasury & Financial Management Thomas.Franzen@jocogov.org
(xi) CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement) 21.019 - CORONAVIRUS RELIEF FUND		**(xii) Identification of whether the award is R&D** NO
(xiii) Indirect cost rate for the Federal Award NOT ELIGIBLE	**Award payment method (reimbursement or lump sum payment)** Reimbursement	**Is the agency a subrecipient for the purposes of this agreement?** Yes

JOHNSON COUNTY		**RECIPIENT**	
Name, Title:	Thomas G. Franzen, Director	Name, Title:	_____
Signature:		Signature:	_____
Date:	09/05/2020	Date:	_____

1. **Purpose of Agreement.** This Agreement is made by and between Johnson County, a municipal corporation ("the County") a Subrecipient Grant Agreement, ("Agreement") to set forth the terms and conditions under which the County will provide City of Gardner, Kansas ("Recipient") with **$656,361.70** as a grant to be used to reimburse necessary expenditures incurred due to the COVID-19 emergency during the period of March 1, 2020 through December 30, 2020.

2. **Scope of Eligible Expenditures.** Grant funds may only be used to pay or reimburse eligible expenditures as described in **Attachment A** ("Federal Terms and Conditions"), consistent with details in **Attachment C** ("Scope of Work"). No grant funds may be used to pay or reimburse costs reimbursed under any other federal or state program, damages covered by insurance, reimbursement to donors for donated items or services, legal settlements, or severance pay.

3. **Recipient Responsibilities.** The grant funds provided herein are an allocation of the coronavirus relief fund, as created in section 5001 of H.R. 748, of the CARES Act. Recipient agrees to administer the grant proceeds consistent with this Agreement, in accordance with the applicable provisions of the CARES Act, any future applicable guidance issued by the U.S. Department of the Treasury and any other applicable federal provisions, as currently described at **Attachment A**. Recipient shall provide the County with certification **Attachment B** that grant funds were used for eligible expenditures.

4. **Access to and Maintenance of Records.** Recipient shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County, consistent with Uniform Guidance as described in the Federal Terms and Conditions and for a period of six (6) years to ensure proper accounting for all grant funds and compliance with this Agreement. Recipient acknowledges that records may be subject to disclosure under the Public Records Act.

Recipient shall agree that the County or any duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Recipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

5. **Audit.** If Recipient expends $750,000 or more in federal awards from any and/or all sources in any fiscal year including under this Agreement, Recipient shall procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, Recipient shall: (i) submit to the County the reporting package specified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, Subpart F - Audit Requirements, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; (ii) submit to the County follow-up and developed corrective action plans for all audit findings. If Recipient is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year including this Agreement, Recipient shall notify the County they did not meet the single audit requirement. Recipient shall send all single audit documentation to Becky.Jones@jocogov.org.

6. **Termination.** Upon seven (7) days-notice, the County may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the County.

7. **Repayment of Funds.** If Recipient has unspent grant proceeds on hand as of December 30, 2020, Recipient shall return all unspent grant proceeds to the County within ten (10) calendar days. If any funds provided to recipient were used in a manner that is not consistent or allowable as outlined in this agreement or in **Attachment A** "Federal Terms and Conditions," recipient shall return funds to County in the amount determined to be ineligible.

8. **Conflict of Interest.** Recipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the program, are barred from any interest, direct or indirect, in any grant or proceeds of the program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

9. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The venue of any suit or arbitration arising under this Agreement shall be in Johnson County, Kansas and if a lawsuit, in Johnson County Superior Court.

10. Indemnification; Recoupment. Recipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Recipient, its directors, officers, employees, or agents, relating in any way to the Recipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Recipient further agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Recipient's failure, for any reason, to comply with the terms of this Agreement.

ATTACHMENTS

A – Federal Terms and Conditions
B – Certification
C – Program Scope

Johnson County Coronavirus Relief Fund
Subrecipient Grant Agreement

ATTACHMENT A – Federal Terms and Conditions

PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall be physically amended to makes such insertion or corrections.

CORONAVIRUS RELIEF FUND, SECTION 5001 CARES ACT

The funds provided to Recipient are available under section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

The Recipient certifies that the funds under this Agreement shall only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. [For governmental entities only] Were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if:
    a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
    b. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Funds may NOT be used by governmental entities to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use for governmental entities. The funds may only be used for **operating** expenditures.

1. ELIGIBLE EXPENSES. There are six primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

a. Medical expenses such as:
    a. COVID-19 related expenses of public hospitals, clinic, and similar facilities.
    b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    c. Costs of providing COVID-19 testing, including serological testing.
    d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    e. Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

b. Public health expenses such as:
    a. Expenses for communication and enforcement by State, territorial, local and Tribal governments of public health order related to COVID-19.
    b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
    d. Expenses for technological assistance to local authorities or other entities on mitigation of COVID-19 related threats to public health and safety.
    e. Expenses for public safety measures undertaken in response to COVID-19.
    f. Expenses for quarantining individuals.

c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

d. Expenses of actions to facilitate compliance with COVID-19 related public health measures such as:
    a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    c. Expense to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    d. Expenses of providing paid sick and paid family medical leave to public employees to enable compliance with COVID-19 public health precautions.
    e. COVID-19 related expenses of maintaining state prisons and county jails, including as it relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

e. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.[Note, this is the eligible expenditure subcategory applicable to this grant].
    b. Expenditures related to a state, territorial, local or Tribal government payroll support system for those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
    c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

f. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

2. INELIGIBLE EXPENSES.

Non-allowable expenditures include, but are not limited to:

a. Expenses for the state share of Medicaid.

b. Damages covered by insurance.
c. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
d. Expenses that have been or will be reimbursed under any federal program.
e. Reimbursement to donor for donated items or services.
f. Workforce bonuses other than hazard pay or overtime.
g. Severance pay.
h. Legal settlements.
i. Expenditures prohibited under the Health and Human Services requirements outlined in the next section.

PUBLICATIONS. Any publications (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by Recipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

> "This project was supported by a grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury."

UNIFORM GUIDANCE. The recipient understands that use of funds pursuant to this agreement must adhere to official federal guidance issued, or issued in the future, on what constitutes an eligible expenditure and to all requirements applicable to CRF funds including applicable requirements of 2 C.F.R. §200 (specifically including 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements).

Subaward Language and Federal Clauses
Federal Award Identification (reference 2 CFR 200.330-332)

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, found in the Code of Federal Regulations (CFR) at 2 CFR 200, §200.330 requires that an agency **must decide to make a determination whether the scope of work falls under a Subrecipient or Contractor relationship**.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) *Subrecipients.* A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

(1) Determines who is eligible to receive what Federal assistance;
(2) Has its performance measured in relation to whether objectives of a Federal program were met;
(3) Has responsibility for programmatic decision making;

(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) *Contractors.* A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

(1) Provides the goods and services within normal business operations;
(2) Provides similar goods or services to many different purchasers;
(3) Normally operates in a competitive environment;
(4) Provides goods or services that are ancillary to the operation of the Federal program; and
(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The subawardee must be in compliance with the below and must note the required information in their subaward agreements:

(1) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
(2) Appropriate terms and conditions concerning closeout of the subaward.
(3) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
(4) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
(5) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(a) The subrecipient's prior experience with the same or similar subawards;
(b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(c) Whether the subrecipient has new personnel or new or substantially changed systems; and
(d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(6) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(7) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(a) Reviewing financial and performance reports required by the pass-through entity.
(b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(8) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(a) Providing subrecipients with training and technical assistance on program-related matters; and
(b) Performing on-site reviews of the subrecipient's program operations;
(c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(9) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(10) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(11) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

HEALTH AND HUMAN SERVICES

As applicable (specifically including to any expenditure funded with coronavirus relief funds or public health funds), the Contractor or Recipient (herein each referred to as "Contractor") shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014, the HHS Grants Policy Statement, and the Contract Provisions below.

APPENDIX II TO 45 CFR 75—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the HHS agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

(PL 116-94, December 20, 2019, 133 Stat 2534 – Division A, Title V)

1. EXECUTIVE PAY

The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

(Sec. 202)

2. GUN CONTROL ADVOCACY

The Contractor agrees that none of the funds paid through this contract may be used, in whole or in part, to advocate or promote gun control.

(Sec. 210)

3. LOBBYING

(a) The Contractor agrees that none of the funds paid through this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(Sec. 503)

4. ABORTIONS

(a) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for any abortion.

(b) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term ''health benefits coverage'' means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

(Sec. 506)

5. LIMITATIONS ON ABORTION FUNDING PROHIBITIONS

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) The Contractor agrees it will not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

(Sec. 507)

6. EMBRYO RESEARCH

(a) The Contractor agrees that none of the funds paid through this contract may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of December 20, 2019, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

(Sec. 508)

7. PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

(a) The Contractor agrees that none of the funds paid through this contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(Sec. 509)

8. DISTRIBUTION OF INTENTIONALLY FALSE INFORMATION

The Contractor agrees that none of the funds paid through this contract may be used to disseminate information that is deliberately false or misleading.

(Sec. 515(b))

9. PORNOGRAPHY

(a) The Contractor agrees that none of the funds paid through this contract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(Sec. 520)

10. ACORN OR ITS AFFILIATES OR SUBSIDARIES
The Contractor agrees that none of the funds paid through this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

(Sec. 521)

11. NEEDLE EXCHANGE
The Contractor agrees that none of the funds paid through this contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

(Sec. 527)

GOVERNMENT-WIDE GENERAL PROVISIONS

(PL 116-93, December 20, 2019, 133 Stat 2317 – Division C, Title VII)

12. PROPAGANDA
The Contractor agrees that none of the funds paid through this contract shall be used directly or indirectly, including by subcontractors, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

(Sec. 718)

13. PRIVACY ACT
The Contractor agrees that none of the funds paid through this contract may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

(Sec. 732)

14. CONFIDENTIALITY AGREEMENTS
(a) The Contractor agrees that it will not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(Sec. 742)

15. NONDISCLOSURE AGREEMENTS
These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger

to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
(Sec. 743)

16. UNPAID FEDERAL TAX LIABILTY
The Contractor agrees that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the Contractor and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 744)

17. CRIMINAL FELONY LIMITATION
The Contractor agrees that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months,-unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 745)

OTHER APPROPRIATION PROVISIONS

18. CHIMPANZEES
The Contractor agrees that none of the funds paid through this contract shall be used on any project that entails the capture or procurement of chimpanzees obtained from the wild.

(42 U.S.C. 289d note)

Other Statutory Provisions

19. TRAFFICKING IN PERSONS
This contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

(a) The Contractor, Contractor's employees, and any subcontractors or subcontractors' employees may not:

(1) Engage in severe forms of trafficking in persons during the period of time that the contract that this contract is in effect;
(2) Procure a commercial sex act during the period of time that this contract is in effect; or
(3) Use forced labor in the performance of this contract or subcontracts.

(b) Violations of the prohibitions in paragraph (a) include –

(1) Those committed by the Contractor; or

(2) Those committed by the Contractor's employee or a subcontractor through conduct that is either -

i. Associated with performance of this contract; or

ii. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

(c) The Contractor must inform Johnson County immediately of any information it receives from any source alleging a violation of paragraph (a).

(d) Definitions. For purposes of this contract:

(1) "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104))

20. WHISTLEBLOWER PROTECTIONS

The Contractor is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this contract.

21. HUMAN SUBJECTS PROTECTIONS

If any activities under this contract will involve human subjects in any research activities, the Contractor must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

22. FRAUD, ABUSE AND WASTE

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

Johnson County Coronavirus Relief Fund
Subrecipient Grant Agreement
ATTACHMENT B – Certification

I, [_____], am the [_____] of the CITY OF GARDNER of Johnson County, Kansas and I certify that:

1. I have authority and approval from the governing body on behalf of CITY OF GARDNER to accept proceeds from the County per the Agreement for COVID-19 Relief Funds by and between the County and CITY OF GARDNER from the County's allocation of the Coronavirus Relief Fund as created by section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding invoice voucher for report period [March 1, 2020 through December 30, 2020].
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between the County and CITY OF GARDNER may become necessary and agree to execute necessary amendments.
3. I understand the County will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Fund under this contract were used only to cover those costs that:
    a. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
    b. Were not accounted for in the budget most recently approved as of March 27, 2020 for CITY OF GARDNER [THIS CERTIFICATION REQUIRED ONLY OF LOCAL GOVERNMENT];
    c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury as described in Attachment A to the Agreement and certify costs meet the required guidance. Any funds expended by CITY OF GARDNER or its subcontractor or subrecipients in a manner that does not adhere to official federal guidance shall be returned to the County.
6. I understand the CITY OF GARDNER receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used for expenditures for which the CITY OF GARDNER has received any other emergency COVID-19 supplemental funding whether state, federal or private in nature, for that same expense.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

_____	_____
Printed Name	Signature
_____	_____
Title	Date

Johnson County Coronavirus Relief Fund
Subrecipient Grant Agreement

ATTACHMENT C - PROGRAM SCOPE OF WORK

1. Introduction

On April 22, 2020, Johnson County received an allocation of $116,311,033.60 for expenses related to the Coronavirus public health emergency. This funding is being provided to support Johnson County's COVID-19 relief and response strategies, including assistance to local governments, other local taxing jurisdictions, hospitals, K-12 schools, higher education institutions, small businesses, long-term care facilities, and not-for-profit organizations within the County that have been adversely affected by incurred COVID-19 expenditures, closures, cancellations, and loss of work during the COVID-19 public health emergency.

2. Program Objectives/Outcomes

Johnson County has established a three phased allocation plan to address the COVID-19 pandemic in our community. A high-level structure of the three phases is as follows:

Phase 1 of the plan, 40% - 50% of the allocation, focuses on the needs of local governments and other taxing jurisdictions within Johnson County. This includes reimbursement for expenses such as personal protective equipment (PPE), modifications to facilities to accommodate the need to social distance and other protective measures, additional cleaning and disinfection of facilities and equipment, telework needs to allow public employees to work remotely, as well as payroll costs for public health and safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 pandemic.

Phase 2 of the plan, 30% - 50% of the allocation, focuses on community re-investment. Consistent with the Board of County Commissioner's previously identified priorities, community survey responses, and effects of the COVID-19 pandemic, six funding priorities will be addressed in this phase. These priorities include: 1) Mental Health, 2) Aging, 3) Housing, 4) Workforce Development 5) Small Business Support, and 6) Digital Access.

Phase 3 of the plan, 10% - 30% of the allocation, focuses on contingency funds, additional re-investments in local government and the community, and allowance for any unused funds.

3. Eligible Expenditures

The grant funds must be used for activities in response to COVID-19. The funds should only be used for costs that comply with all federal requirements set for the Treasury's Coronavirus Relief Fund (detailed in Attachment A "Federal Terms and Conditions"). Expenditures must be incurred in the period from March 1, 2020, through December 30, 2020, and must be recorded and documented using the generally accepted accounting principles and the provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Expenditures may fall in the following categories:

- Acute financial impact directly from the outbreak of COVID-19
- Emergency circumstances and needs directly resulting from the outbreak of COVID-19 reimbursing the costs of business interruption caused by required closures

The following list provides some examples of eligible expenditures:

- Loss of income and/or loss of opportunity
- Facility changes to adhere to public health guidance such as physical distancing
- Additional staff to monitor compliance with public health guidelines
- Increased sanitation and cleaning
- Equipment and software to move programming online to limit necessity for in-person interaction
- Marketing to publicize reopening and associated public health measures
- Materials to facilitate safe opening (e.g., PPE, sanitation supplies, plexiglass barriers, markers, signage)
- Technical assistance to facilitate safe re-opening

4. Grant Documentation & Reporting

EXHIBIT #	Form/Report	Short Description	Interval
1	Pre-award: risk assessment questionnaire (complete)	Short survey to understand organization's administrative capacity	With the intake form preceding agreement signing
2	An expenditure report detailing all expenditures up to the grant amount	A standard report generated from the organization' s official accounting system or sufficient documentation to demonstrate grant expenditures, payee, and date of transaction	Within 30 days of final payment utilizing grant funds
3	Documentation to substantiate all expenditures up to the grant amount	Invoices, receipts, contracts, quotes, payroll and timekeeping records, general ledger reports, etc.	Within 30 days of final payment utilizing grant funds

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: OCTOBER 5, 2020
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider a resolution providing the Authority to Award the Contract and Commitment of City funds for the I-35 and Gardner Road interchange project.

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

Department: Public Works

Staff Recommendation:
Staff recommends adopting a resolution providing the Authority to Award the Contract and Commitment of City funds for the I-35 and Gardner Road interchange project.

Background/Description of Item:
In 2018, the City executed agreements with the Kansas Department of Transportation (KDOT) that provided up to $1,415,000, with a 20% match of MARC Federal Funding to construct the first phase of improvements to the I-35 and Gardner Road interchange, and subsequently, a KDOT agreement to provide an additional $2,510,000 with no required match towards the construction of this project. The primary features of the project include the following:

- Relocation of 191st Street west of Gardner Road to 188th Street and Locust Street from 188th to 191st (does not reconstruct existing 191st west);
- Traffic signal at Gardner Road and 188th Street;
- Locust Street Between 188th and 191st Street
- Temporary traffic signal at Gardner Road and the NB and SB I-35 ramps;
- Left turn lane for SB Gardner Road at the NB I-35 on-ramp.

It is expected that the construction contract award will occur in October, with construction beginning later this year. The construction phasing and schedule was developed in coordination with KDOT officials. The contract includes a special provision outlining the work schedule and calendar completion days. It includes a construction milestone date for work to be completed west of Gardner Road, opening Locust Street to unrestricted traffic from 191st Street to Gardner Road by July 2, 2021. Other phases of the work on Gardner Road may continue through December 3, 2021, with a final completion date of January 14, 2022.

The KDOT construction project bids were opened at the September 16, 2020 KDOT bid letting. The bids were favorable and ranged from $4.7M to $6.3M (see attached as read bids). KDOT is recommending award to the low bidder, Pyramid Contractors Inc. and Pyramid Properties Inc Olathe, KS, in an amount of $4,665,477. Matching funds due for the construction project are $741,000.

Financial Impact:
KDOT Federal and State Funding will provide $1,415,000 and $2,510,000 for a total of $3,925,000 towards construction of the project. The city match for the construction of $741,000 will be paid with debt proceeds, with payments from the Special Highway Fund.

Attachments Included:

- Recommendation to award
- Resolution No. 2060 Authority to Award Contract
- Invoice for City Matching Funds
- As Read Project Bids
- Plan Title Sheet and Exhibit

Suggested Motion:
Adopt Resolution No. 2060, a resolution providing the Authority to Award the Contract and Commitment of City Funds for the I-35 and Gardner Road Interchange Project

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

9/18/2020

Project Number: 046 N-0657-01
STP-N065(701)

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

Dear Mr. Kramer:

We are listing below the bidder and the low bid received at Topeka, Kansas on 09/16/2020 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
PYRAMID CONTRACTORS INC AND PYRAMID PROPERTIES INC OLATHE, KS	Gardner: I-35 and Gardner Road Interchange	$4,665,477

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 10/09/2020. Upon receipt of the signed resolution and approval by the Secretary of Tranportation the contract will be awarded.

A combination of bid items less a maximum of $2,510,000 State funds and a maximum of $1,415,000 Federal Funds will require City matching funds in the amount of $741,000. The City remittance should be made on or before 11/05/2020.

Sincerely,

Lisa M. Roth

Digitally signed by Lisa M. Roth
DN: CN=Lisa M. Roth, OU=Bureau of Local Projects, O=Kansas Department of Transportation, L=Topeka, S=Kansas, C=US
Date: 2020.09.18 09:21:41-05'00'

for Michael J. Stringer, P.E., Chief
Bureau of Local Projects

mjs/tls/lmr
Enclosures
c Mayor/City Manager
Ms. Rhonda Seitz, Chief of Fiscal Services
Mr. Leroy Koehn, P.E., District One Engineer

Resolution No. 2060
AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS

9/18/2020

2 Copies to City
Project Number: 046 N-0657-01
STP-N065(701)

WHEREAS bids were received at Topeka, Kansas on 09/16/2020 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
PYRAMID CONTRACTORS INC AND PYRAMID PROPERTIES INC OLATHE, KS	**Gardner: I-35 and Gardner Road Interchange**	**$4,665,477**

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items less a maximum of $2,510,000 State funds and a maximum of $1,415,000 Federal Funds will require City matching funds in the amount of $741,000.

BE IT FURTHER RESOLVED that City funds in the amount of $741,000 which are required for the matching of Maximum State Funds & Maximum Federal Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 11/05/2020 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____,20_____, at _____, Kansas.

Recommended for Approval:

_____ _____, Mayor
City Engineer/Road Supervisor

Attest:

_____, Member

(Seal)

_____, Member

_____
City Clerk

Revised 07/18
DOT FORM 1309

INVOICE

Keep for your Records

Due on or before 11/05/2020

PRELIMINARY STATEMENT OF COSTS
046 N-0657-01
STP-N065(701)
Gardner: I-35 and Gardner Road Interchange

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 7th Floor
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	$4,660,811
Water (for grading)	$4,666
Sub-Total Actual Bid Amount	**$4,665,477**
LPA CE Contract	$0
Sub-Total Construction and CE	**$4,665,477**
Federal-aid Non-Participating Const. Costs	$372,700
Federal-aid Non-Participating CE	$0
Participating PE Costs	$0
Participating Railroad Costs	$0
Participating ROW Costs	$0
Participating Utility Costs	$0
Federal Participating Project Costs	**$4,292,777**
Total Project Costs	**$4,665,477**

Federal/City Funding Summary	
Total Project Costs	**$4,665,477**
100% City Funds Due to Non-Participating	$372,700
Federal Participating Project Costs	$4,292,777
CE Paid by KDOT	N/A
Fund 1- Available Funding	$2,510,000
100% State Funds	$2,510,000
0% City Funds	$0
Cost Remaining for 80/20 Funding	$1,782,777
Fund 2- Available Funding	$1,768,750
80% Federal Funds	$1,415,000
20% City Funds	$353,750
100% City Funds Due to Max Funding	$14,027

CE Breakdown	
Total LPA CE	$0
Federal Non-Participating CE	$0
Federal Participating CE	$0

Fund 1- Maximum State Funds 100/0	**$2,510,000**
Fund 2- Maximum Federal Funds 80/20	**$1,415,000**

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const,	Construction

Totals

	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	$372,700			$372,700
Federal Non-Participating CE				$0
CE Paid by KDOT				$0
Fund 1- 100% State Funds			$2,510,000	$2,510,000
Fund 2- 80% Federal Funds		$1,415,000		$1,415,000
Fund 1- 0% City Funds				$0
Fund 2- 20% City Funds	$353,750			$353,750
City Funds Due to Max	$14,027			$14,027
Total	**$740,477**	$1,415,000	$2,510,000	$4,665,477

Amount to Bill City (Rounded Up)	**$741,000**

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 09/16/2020

Contract Number: 520092121

Project Number: 046 N 0657-01

Federal Number: STP-N065(701)

Description: GRADING AND SURFACING

County: JOHNSON

State Ties: --

Total Records: 6

Helpful Definitions

Contractor Name	Bid Amount
PYRAMID CONTRACTORS INC AND PYRAMID PROPERTIES INC	$4,660,811.00
MILES EXCAVATING, INC.	$5,087,283.00
EMERY SAPP & SONS INC AND SUBSIDIARIES	$5,130,629.00
J M FAHEY CONSTRUCTION COMPANY	$5,199,925.00
RADMACHER BROTHERS EXCAVATING CO INC & AFFILIATED COMPANIES	$6,190,219.00
HAMM INC	$6,341,000.00

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0657-01	2020	1	234

STATE OF KANSAS

DEPARTMENT OF TRANSPORTATION

KDOT PROJ. NO. 46 N-0657-01
FEDERAL AID PROJ. NO. STP-N065(701)

PLAN AND PROFILE OF PROPOSED

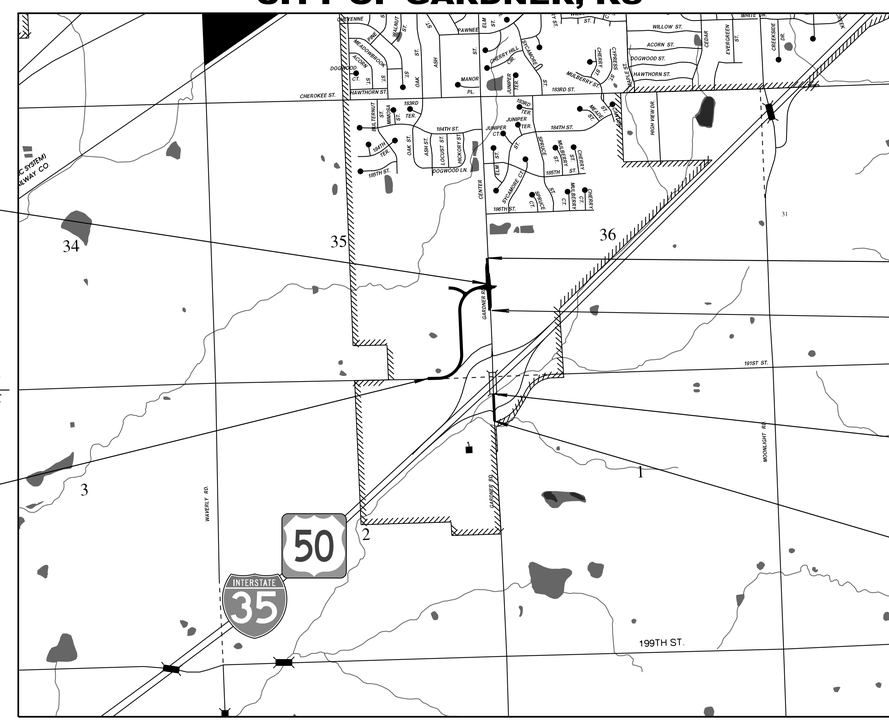
LOCUST STREET
191ST STREET TO GARDNER ROAD

JOHNSON COUNTY
CITY OF GARDNER, KS

GRADING AND SURFACING (CONCRETE)
SURFACING (ASPHALT)
STORM SEWER
SIDEWALK IMPROVEMENTS
SEEDING
LIGHTING
TRAFFIC SIGNALIZATION
SIGNING AND PAVEMENT MARKING
WATER AND SEWER

INDEX OF SHEETS

1	Title Sheet
2	Signature Seal Sheet
3 - 7	Typical Sections
8 - 13	Demolition Sheets
14 - 21	Plan and Profile Sheets
22 - 31	Right of Way Plan
32	Driveway Profiles
33 - 35	Storm Sewer Profiles
36 - 40	Joint Layout Plan
41 - 46	Intersection Layouts
47 - 64	Standard Details
65	Guardrail Layout
66 - 73	Guardrail Details
74 - 79	End Section Details
80	Drainage Data Sheet
81	Drainage Structure Summary
82 - 83	Storm Sewer and Inlet Schedule
84	Rip Rap Detail
85	Summary of Pipe Culverts
86 - 87	Summary of Quantities
88 - 95	Temporary Erosion and Pollution Control
96	Permanent Seeding
97 - 99	Permanent Erosion Control
100 - 118	Signing & Pavement Marking
119 - 125	Lighting Details
126 - 143	Signal Details
144 - 188	Traffic Control
189	Drainage Map
190 - 201	Locust Street Cross Sections
202 - 205	188th Street Cross Sections
206 - 218	Gardner Road Cross Sections
219 - 220	Carwash Entrance Cross Sections
221 - 234	Waterline & Sanitary Sewer Sheets



PROJECT THIRD END
Sta. 139+40.70
Proj. No. 46 N-0657-01

PROJECT FIRST BEGIN
Sta. 26+50.00
Proj. No. 46 N-0657-01

PROJECT FIRST END
Sta. 40+08.42
Proj. No. 46 N-0657-01

PROJECT SECOND BEGIN
Sta. 51+57.27
Proj. No. 46 N-0657-01

PROJECT SECOND END
Sta. 56+30.00
Proj. No. 46 N-0657-01

PROJECT THIRD BEGIN
Sta. 113+50.00
Proj. No. 46 N-0657-01

NOTE:

Gardner Road shall be open to thru traffic during construction.

DESIGN DESIGNATION

GARDNER RD.		LOCUST ST.	
AADT (2017)	15,905	AADT (2017)	1,675
AADT (2037)	49,335	AADT (2037)	23,235
V	40 m.p.h.	V	35 m.p.h.
Clear Zone	14-16'	Clear Zone	14-16'

CONVENTIONAL SIGNS

COUNTY LINE
CITY LIMITS
STATE OR NATIONAL LINE
TOWNSHIP, SECTION or GRANT LINE
PROPERTY LINE
HIGHWAY FENCE
EXISTING FENCE
GUARDRAIL
CONSTRUCTION LIMITS
RIGHT OF WAY LINE
TRAVELED WAY
RAILROADS
CENTER LINE OF PROJECT (50 / 1)
TERRACE
CULVERTS
DROP INLET & STORM SEWER
ACCESS CONTROL
POWER POLE
TELEPHONE POLE
MARSH
HEDGE
TREES
PROFILE ELEVATION (1172.18)
STREAM or CREEK

GARDNER RD.

NET LENGTH OF PROJECT	1,831.15 FT.	0.346	MILES
NET LENGTH OF BRIDGES	0 FT.	0	MILES
NET LENGTH OF ROAD	1,831.15 FT.	0.346	MILES

LOCUST ST.

NET LENGTH OF PROJECT	2,590.70 FT.	0.491	MILES
NET LENGTH OF BRIDGES	0 FT.	0	MILES
NET LENGTH OF ROAD	2,590.70 FT.	0.491	MILES

BURNS McDONNELL

Not To Scale

RECOM. FOR APPROVAL-DATE

TIM McELDOWNEY - CITY ENGINEER
LOCAL PUBLIC OFFICIAL

Approved Aug 13,2020

State Transportation Engineer

By:

Chief, Bureau of Local Projects

KANSAS DEPARTMENT OF TRANSPORTATION

	BY	DATE
SURVEYED	MCCLURE	
PLOTTED	ADAM REICHERT (B&MCD)	
DETAILED	ADAM REICHERT (B&MCD)	
DESIGNED	JONATHAN TRONSON (B&MCD)	
SQUAD	LOCAL PROJECTS (LEGGE)	

KDOT Graphics Certified 12-18-2019

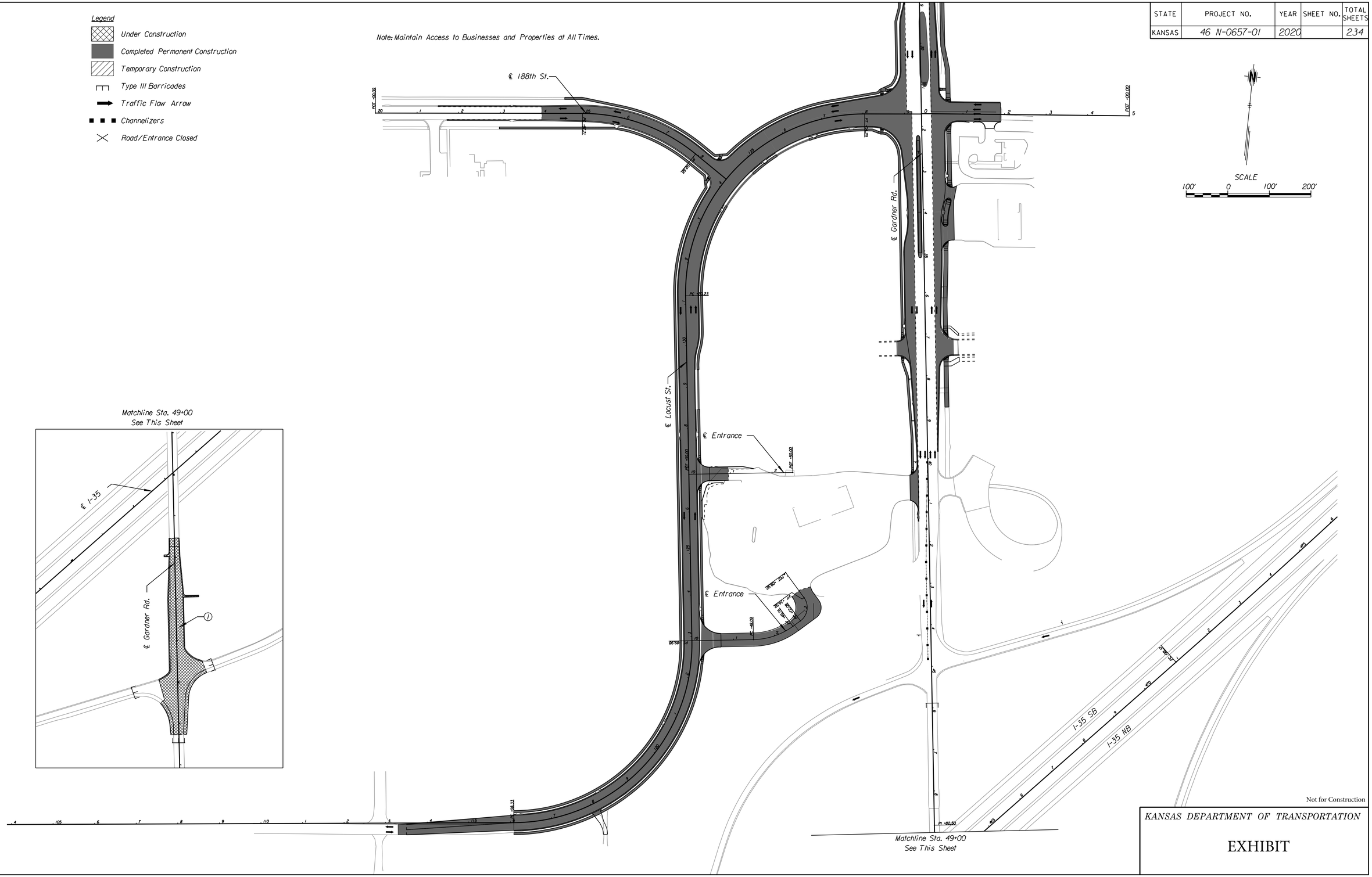
KDOT Graphics Certified

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0657-01	2020		234

Legend

- Under Construction
- Completed Permanent Construction
- Temporary Construction
- Type III Barricades
- Traffic Flow Arrow
- Channelizers
- Road/Entrance Closed

Note: Maintain Access to Businesses and Properties at All Times.



Not for Construction

KANSAS DEPARTMENT OF TRANSPORTATION

EXHIBIT

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: OCTOBER 5, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution approving the execution and delivery of an Amended and Restated Development Agreement for a development project within the City; and waiving notice or the exercise of a purchase option in connection with the City's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place)

Strategic Priority: Promote Economic Development, Fiscal Stewardship, Quality of Life

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution approving the execution and delivery of an Amended and Restated Development Agreement for a project within the City; and waiving notice of the exercise of a purchase option in connection with the City's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place).

Background/Description of Item:
At the February 18, 2019 meeting, Council adopted Resolution No. 2011 authorizing the execution and delivery of a development agreement with Super Market Developers 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 a grocery store, the redevelopment of an existing grocery store, and the development of two pad sites.

The proposed resolution would authorize the execution and delivery of an Amended and Restated Development Agreement (A&R Development Agreement) for the project. The A&R Development Agreement sets forth certain rights and obligations between the parties concerning the construction of turn lanes and intersection improvements to provide access to the project. The developer was originally planning to construct turn lanes and intersection improvements along Main Street. These costs were eligible for TIF reimbursement. The City later received KDOT funding for the reconstruction of Main Street from Sycamore to Old Highway US-56 and it was in the best interest of both parties to delay the turn lane and intersection improvements so that it coincided with the Main Street Reconstruction Project. Under the A&R Development Agreement, the Developer will deposit $400,000 towards turn lane improvements. Staff has reviewed the estimated improvement costs and found the proposed developer contribution to be sufficient. The $400,000 deposit, plus Pay-Go interest, will be eligible for TIF reimbursement.

If a traffic signal becomes warranted in the future, the City will be responsible for constructing and paying for such improvements. The estimated cost of the future traffic signal improvements is $250,000. Under the A&R Development Agreement, both parties acknowledge and agree that the costs of such improvements paid by the City will be eligible for TIF reimbursement, plus Pay-Go Interest, from the date of such expenditure, and such reimbursement shall be amortized over the then-remaining Project Plan Term. By way of example only, if the City pays $250,000 for the traffic signal improvements when there are ten (10) years left in the Project

Plan Term, the City's cost shall be reimbursed at the rate of $25,000 per year, plus interest, for the balance of the Project Plan Term. Alternately, and by way of example only, if the City pays $250,000 for the Traffic Signal Improvements when there are five (5) years left in the Project Plan Term, the City's cost shall be reimbursed at the rate of $50,000 per year, plus interest, for the balance of the Project Plan Term. As a described in the A&R Development Agreement, the City Council will consider amending the TIF Project Plan Term from 10 years to 11 years. Adding one year to the TIF Project Plan Term will increase the amount of TIF property tax revenues available to reimburse eligible costs to account for the cost of the traffic signal improvements. It is anticipated that Council will be asked to consider this extension to the term at the October 19 and December 7 meetings.

The proposed resolution also waives the 30-day notice for the exercise of the Developer's purchase option contained in the Lease dated as of May 1, 2020. The Developer has completed the new grocery store improvements financed with the Series 2020 IRBs and has requested that the City redeem the IRBs, and has provided notice of its intent to exercise its purchase option of the City's leasehold interest in the portion of the Project financed by the IRBs.

The City's bond counsel, Tyler Ellsworth of Kutak Rock, will provide an overview of the proposed resolution and the Amended and Restated Development Agreement.

Financial Impact:
The developer will contribute $400,000 towards the turn lane and intersection improvements on Main Street. When the traffic signal becomes warranted, the City will construct the improvements (estimated cost of $250,000). Both the developers deposit and the City's cost of constructing the traffic signal improvements are eligible costs for TIF reimbursement.

Attachments:

- Resolution No. 2061 (requiring Council action)

For review only (no separate Council action required)

- Amended and Restated Development Agreement (SMD) –Main Street Market Place

Suggested Motion:
Adopt Resolution No. 2061, a resolution of the City of Gardner, Kansas, approving the execution and delivery of an amended and restated development agreement for a development project within the City; and waiving notice of the exercise of a purchase option in connection with the City's Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place)

RESOLUTION NO. 2061

A RESOLUTION OF THE CITY OF GARDNER, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR A DEVELOPMENT PROJECT WITHIN THE CITY; AND WAIVING NOTICE OF THE EXERCISE OF A PURCHASE OPTION IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES 2020 (MAIN STREET MARKET PLACE).

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

WHEREAS, pursuant to Resolution No. 2011, adopted by the Governing Body of the City on February 18, 2019, the City previously entered into a Development Agreement for Project Area One in Main Street Market Place TIF District and CID, dated as of February 18, 2019 (the "Original Agreement"), by and between the City and Super Market Developers, Inc. (the "Developer"), for the acquisition, construction, and equipping of a grocery store and two pad sites, the redevelopment of an existing grocery store, and the performance of certain related improvements (collectively, the "Project") within the City;

WHEREAS, the City and the Developer have determined it necessary and desirable to enter into an Amended and Restated Development Agreement (the "A&R Development Agreement") to amend and restate the Original Agreement and set forth certain rights and obligations between the parties concerning the construction of turn lanes to provide access to the Project;

WHEREAS, pursuant to K.S.A. 12-1740 *et seq.* and Ordinance No. 2663, passed by the Governing Body of the City on May 4, 2020, the City has previously issued its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2020 (Main Street Market Place), dated as of May 22, 2020, in the principal amount of not to exceed $9,500,000 (the "IRBs");

WHEREAS, in connection with the issuance of the IRBs, the Developer leased a portion of the Project to the City, and the City leased a portion of the Project back to the Developer;

WHEREAS, the Developer has completed the improvements financed with the IRBs, has requested that the City redeem the IRBs, and has provided notice of its intent to exercise its purchase option of the City's leasehold interest in the portion of the Project financed by the IRBs; and

WHEREAS, and the City finds it necessary and desirable to waive the 30-day notice for the exercise of the Developer's purchase option contained in the Lease dated as of May 1, 2020 (the "Lease"), by and between the City and the Developer and delivered in connection with the issuance of the IRBs;

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

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

Section 2. The City hereby waives the requirement contained in Section 17.1 of the Lease that the closing date for the Developer's purchase of the City's leasehold interest be not less than 30 days after receipt of notice thereof from the Developer.

Section 3. The Mayor, City Clerk, and other officers and representatives of the City are hereby authorized and directed to execute, seal, attest, and deliver the A&R Development Agreement and such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

Section 4. 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 October 5, 2020.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT FOR PROJECT AREA ONE IN THE MAIN STREET MARKET PLACE TIF DISTRICT AND CID

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of October __, 2020, by and between the **CITY OF GARDNER, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("City"), and **SUPER MARKET DEVELOPERS, INC.**, a Missouri corporation (the "Developer"), the developer of a portion of the TIF District and CID, each as defined herein. This Agreement amends and restates in its entirety that certain Development Agreement for Project Area One in the Main Street Market Place TIF District and CID, dated as of February 18, 2019, by and between the City and the Developer.

RECITALS

A. Pursuant to K.S.A. 12-1770 *et seq.,* as amended (the "TIF Act"), the City has the authority to establish a redevelopment district and various redevelopment projects within such district, and to provide for tax increment financing to pay for some or all of the redevelopment project costs.

B. The Governing Body of the City adopted Resolution No. 1994 on September 4, 2018, setting October 15, 2018, for a public hearing to consider the establishment of a tax increment redevelopment district known as the "Main Street Market Place TIF District Redevelopment District" in the area described on **Exhibit A** (the "TIF District"), for the proposed redevelopment district plan (the "District Plan") as set forth on Exhibit A to Resolution No. 1994 and attached as **Exhibit B** to this Agreement.

C. The TIF District was found by the Governing Body of the City to be "blighted" within the meaning of K.S.A. 12-1770a and was established by Ordinance No. 2588 passed by the Governing Body of the City on October 15, 2018, which Ordinance also set forth the District Plan.

D. The Developer submitted an application to the City requesting the utilization of tax increment financing to pay for certain costs associated with the development of a portion of the TIF District.

E. The City's Planning Commission reviewed a proposed redevelopment project plan known as the "Redevelopment TIF Project Plan, Main Street Market Place Redevelopment District, Project Area One" as described on **Exhibit C** (the "Project Plan"), for the redevelopment of the portion of the TIF District proposed to be developed by the Developer and described on **Exhibit D** ("Project Area One"), and has made findings that such plan is consistent with the comprehensive plan for development of the City at its meeting held on October 23, 2018.

F. The Governing Body of the City adopted Resolution No. 1999 on November 5, 2018, which called for a public hearing to consider the approval of the Project Plan on December 17, 2018.

G. Following the public hearing on the Project Plan, the Governing Body of the City passed Ordinance No. 2602 on February 18, 2019, approving the Project Plan.

H. The City and the Developer acknowledge that it is desirable and necessary for the redevelopment of Project Area One to construct certain improvements within the boundaries of the TIF District and certain infrastructure located outside the boundaries of the TIF District but contiguous to the TIF District and related to the Project Plan (as more fully described on **Exhibit F)** which improvements may be reimbursed with Incremental Real Property Taxes (as herein defined) and desire to enter into this Agreement to implement the Project Plan.

I. Pursuant to K.S.A. 12-6a26 *et seq* (the "CID Act"), the City has the authority to establish a community improvement district and to implement a community improvement district sales tax within such district to finance costs of projects authorized under the CID Act.

J. The Developer, together with Moonlight Plaza, L.L.C., a Kansas limited liability company, and DJC Properties L.L.C., a Kansas limited liability company (together, the "Co-Developers"), submitted a petition (as amended, the "Petition") requesting the creation of a community improvement district under the CID Act for an area described in such Petition (the "CID") (as further described in the Petition attached hereto as **Exhibit G**).

K. Under the terms of the Petition, the Developer and Co-Developers requested the implementation of a CID Sales Tax (as defined herein) within the CID to finance the project described on **Exhibit F** (the "CID Project").

L. The Governing Body of the City adopted Resolution No. 2007 on January 7, 2019, providing for notice of a public hearing concerning the advisability of creating the CID and declaring the intent of the City to levy the CID Sales Tax.

M. Following the public hearing on the creation of the CID, the Governing Body of the City passed Ordinance No. 2601 on February 18, 2019, creating the CID and levying the CID Sales Tax.

N. Pursuant to K.S.A. 12-1740 *et seq.* (the "IRB Act"), the City has the authority to issue industrial revenue bonds for commercial projects which promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and the state of Kansas.

O. The Developer has submitted an application to the City requesting the issuance of industrial revenue bonds to finance the cost of the facilities described on **Exhibit H** (the "IRB Project") for the purpose of obtaining an exemption from Kansas and local sales tax on materials for the IRB Project that are financed with such bonds.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. Capitalized words used in this Agreement shall have the meanings set forth in the recitals to this Agreement or shall have the following meanings:

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

"**Bond Counsel**" means Kutak Rock LLP, Kansas City, Missouri, or such other firm of attorneys selected by the City with expertise in tax increment financing districts in the State.

"**CID**" means the Main Street Market Place Community Improvement District proposed to be established by the City pursuant to the CID Act and containing within its boundaries the real property legally described in **Exhibit G** attached hereto.

"**CID Act**" means K.S.A. 12-6a26 *et seq*., as amended and supplemented from time to time.

"**CID Bonds**" means any special obligation community improvement district revenue bonds, in one or more series, issued by the City and secured in whole or in part by the CID Sales Tax.

"**CID Eligible Expenses**" means actual expenses related to the CID Project, including City Expenses related thereto and the City Administrative Fee, to the extent such expenses are each a "cost" of a "project" as defined in the CID Act and provided such expenses (except for the City Administrative Fee and City Expenses) are set forth on **Exhibit F**, but excluding any interest expense.

"**CID Project**" means the project described on **Exhibit F and Exhibit G** attached hereto, all to the extent such improvements are financed with the CID Sales Tax and proposed or constructed within the CID.

"**CID Reimbursable Project Costs Cap**" means, with respect to reimbursement from CID Sales Tax, an amount not exceeding $12,500,000, excluding City Expenses, the City Administrative Fee, and costs of issuance for CID Bonds, but subject to reduction if CID Bonds are issued as provided in **Section 3.03(f)**.

"**CID Sales Tax**" means the 1.0% special community improvement district sales tax proposed to be levied within the CID and collected pursuant to K.S.A. 12-6a31, as amended.

"**CID Sales Tax Fund**" means the Main Street Market Place Community Improvement District Sales Tax Fund created pursuant to **Section 303(a)** hereof.

"**CID Term**" shall have the meaning set forth in **Section 303(c)** of this Agreement.

"**City**" means the City of Gardner, Kansas.

"**City Administrative Fee**" means an amount equal to 3.0% of the CID Sales Tax collected within the CID for administration of this Agreement. The City Administrative Fee does not include, and the City shall not charge, any fee payable from Incremental Real Property Taxes for administration of this Agreement.

"**City Expenses**" means the reasonable outside expenses actually incurred by the City (with commercially reasonable supporting documentation) in connection with the Project Plan, the TIF District, the CID, the IRBs, and the implementation of this Agreement, including, but not limited to, financial, legal, accounting or engineering consultants and appraisal fees, if any.

"**Co-Developer Agreements**" shall have the meaning set forth in **Section 203** of this Agreement.

"**Co-Developers**" means the Co-Developers described in the recitals to this Agreement.

"**Department of Revenue**" means the Department of Revenue of the State.

"**Developer**" means Super Market Developers, Inc., a Missouri corporation, and its lawful successors and assigns.

"**District Plan**" means the District Plan described in the recitals to this Agreement.

"**Event of Default**" means an event of default as defined in **Section 802** of this Agreement.

"**Feasibility Study**" means an analysis comparing the projected revenue from the Incremental Real Property Taxes and any available funds to pay the cost of the TIF Project which concludes that the revenues will meet or exceed the amount necessary to pay such costs and is performed by an independent consultant, selected by the City, who is experienced in preparing such studies and complies with the requirements of the TIF Act.

"Incremental Real Property Taxes" means the amount of real property taxes collected from real property located within Project Area One and Project Area Two that is in excess of the amount of real property taxes which is collected from the base year assessed valuation, *i.e.*, 2018, for Project Area One and Project Area Two, and received by the City on or after the adoption of the Project Plan, all in accordance with the TIF Act and the applicable laws of the State; provided, however, that any taxes paid under protest shall not be included in Incremental Real Property Taxes until such protest is withdrawn or resolved. During the Project Plan term as described in **Section 302(c)**, the City may consider, but shall not be required to agree to, using the amount of real property taxes collected from real property located within Project Area Three that is in excess of the amount of real property taxes which is collected from the base year assessed valuation for Project Area Three for the purpose of reimbursing TIF Eligible Expenses.

"**IRB Act**" means K.S.A. 12-1740 *et seq*., as amended and supplemented from time to time.

"**IRB Project**" means the facilities described on **Exhibit H** attached hereto.

"**IRBs**" means taxable industrial revenue bonds of the City issued pursuant to the IRB Act.

"**Pay-Go Interest**" means interest at the rate of the Prime Rate plus one percent (1%), compounded semiannually, to be reimbursed from Incremental Real Property Taxes pursuant to **Section 401(f)** of this Agreement.

"**Permitted Delays**" means any delay by a party performing its respective obligations hereunder, as a result of a condition or event outside the reasonable control and through no fault of the party so delayed, excluding conditions or events relating to the economic resources of such party or of other parties, it being the intent of this Agreement to construe the terms "Permitted Delays" to mean events such as natural disasters, fires, market conditions, failure of suppliers or subcontractors to perform in accordance with contractual obligations and similar acts beyond the control of the parties and does not include failure of a party to obtain necessary financing, a business decision to delay or withdraw resources to a project or similar acts related to monetary circumstances.

"**Petition**" means the Petition, together with any amended petitions, requesting the creation of a community improvement district in accordance with the CID Act that is submitted by the Developer to the City Clerk.

"Prime Rate" means the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least **75%** of the nation's **30** largest banks, or any successor thereto. If *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by U.S. Bank, National Association, Kansas City, Missouri.

"**Project**" means, collectively, (i) those portions of the TIF Project, CID Project and IRB Project within Project Area One and (ii) the Project Area Three Improvements.

"**Project Area One**" means the area owned by the Developer legally described on **Exhibit D** to this Agreement and shown via a sketch on **Exhibit E** to this Agreement, and as it may be amended, with the approval of the City.

"**Project Area Three**" means the area shown via a sketch on **Exhibit E** to this Agreement, as it may be amended from time to time with the approval of the City.

"**Project Area Three Improvements**" means the following scope of work to be completed by or at the direction of the Developer within Project Area Three:

- Adding storm sewer inlets to provide local drainage in the parking lot South of the existing Project Area Three retail building;

- Installing storm sewer piping network to connect to the proposed stormwater detention system in Project Area One;

- Milling and overlaying pavement where necessary to provide positive drainage system and repair pavement where necessary;

- Installing new LED parking lot lighting and poles;

- Removing existing building cloth canopies and replacing with two metal architectural canopies consistent in size, shape, color, and material with architectural canopies being installed on the new grocery store in Project Area One; and

- Providing engineering plans and specifications for all improvements on Project Area Three and obtaining all necessary permits.

"**Project Area Two**" means the area shown via a sketch on **Exhibit E** to this Agreement, as it may be amended from time to time with the approval of the City.

"**Project Plan**" means the Redevelopment TIF Project Plan, Main Street Market Place Redevelopment District, Project Area One, described on **Exhibit C** to this Agreement as may be modified with the written consent of the Developer and in accordance with the procedures of the TIF Act, and as may be amended or modified, with the approval of the City.

"**Project Plan Term**" shall have the meaning set forth in **Section 302(c)** of this Agreement.

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

"**TIF Act**" means K.S.A. 12-1770 *et seq.*, as amended.

"**TIF District**" means the tax increment redevelopment district described in the recitals to this Agreement.

"**TIF District Fund**" means Main Street Market Place TIF District Fund maintained by the City in accordance with K.S.A. 12-1775(b)(2) that derives its revenues from the tax increment generated in the TIF District and that is used to finance capital improvement projects in the TIF District.

"**TIF Eligible Expenses**" means: (i) actual expenses related to the TIF Project, including City Expenses related thereto, to the extent such expenses are "redevelopment project costs" as defined in the TIF Act and provided such expenses (except for City Expenses) are set forth on **Exhibit F**, together with Pay-Go Interest; and (ii) actual expenses related to the Traffic Signal Improvements, when and if incurred by the City pursuant to this Agreement, together with Pay-Go Interest.

"**TIF Project**" means the acquisition of the land and the construction by Developer (or its assigns) of the improvements and supporting infrastructure described on **Exhibit F** which improvements are expected to generate the Incremental Real Property Taxes described in the Feasibility Study; provided, that the TIF Project shall be modified, if necessary, to conform with any final development plan or plans approved by the City.

"**TIF Reimbursable Project Costs Cap**" means, with respect to reimbursement from Incremental Real Property Taxes, an amount not exceeding $3,200,000, plus City Expenses and Pay-Go Interest.

"**Traffic Signal Improvements**" means the new traffic signal and related improvements at the intersection of US-56 Highway/Main Street and the access drive between the existing QuikTrip and the existing Walgreens, which improvements are estimated to cost approximately $250,000.

"**Turn Lane Deposit**" means the amount of $400,000 deposited by the Developer with the City to fund a portion of the cost of the Turn Lane Improvements.

"**Turn Lane Improvements**" means the improvements at the intersection of US-56 Highway/Main Street and the access drive between the existing QuikTrip and the existing Walgreens, which improvements consist of demolition as well as construction of curb and gutter, storm sewer improvements, paving, sidewalks, and pavement markings, together with all related appurtenances necessary to provide a right turn lane from westbound Main Street to the access drive and a left turn lane from eastbound Main Street to the access drive.

Section 102. Rules of Construction. The following rules of construction shall apply in construing the provisions of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

A. The terms defined in this Article and throughout the Agreement include the plural as well as the singular.

B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

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

D. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

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

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

ARTICLE II
REDEVELOPMENT STRUCTURE

Section 201. Scope of Agreement. This Agreement applies to the redevelopment of Project Area One utilizing Incremental Real Property Taxes, CID Sales Tax, IRBs and funds of the Developer.

Section 202. Overview of Redevelopment; Traffic Signal Improvements. Subject to the terms of this Agreement, the parties agree that the Developer shall cause the Project to be completed pursuant to the Project Plan and this Agreement, and the Developer shall bear the costs of the development of the Project. Upon satisfaction of the conditions set forth in this Agreement, and subject to the terms herein contained, the City will reimburse the Developer for TIF Eligible Expenses for the TIF Project and CID Eligible Expenses for the CID Project. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that the Developer and its successors-in-interest shall not be responsible for any costs in connection with the Traffic Signal Improvements. The rights and obligations of the City with respect to the costs and installation of the Traffic Signal Improvements are as set forth in **Section 302(f)** hereof.

Section 203. Co-Developers and Separate Development Agreements. The parties acknowledge and agree that this Agreement may be entered and performed concurrently with separate agreements between the City and one or both of the Co-Developers with respect to certain improvements to be completed in Project Area Two and Project Area Three of the TIF District (such agreements, the "Co-Developer Agreements"). No breach or default under this Agreement shall necessarily constitute a breach or default under any Co-Developer Agreement, and no breach or default under any Co-Developer Agreement shall necessarily constitute a breach or default under this Agreement. Notwithstanding anything to the contrary herein, the Developer shall cooperate with the City and with each of the Co-Developers to construct improvements in Project Area One, Project Area Two, and Project Area Three with consistent design details, materials, and levels of finish as depicted on the attached **Exhibit J**.

ARTICLE III
FINANCING

Section 301. Project Costs, City Expenses and City Administrative Fee. The Developer shall be responsible for funding the Project, which costs shall not be an obligation of the City. City Expenses shall be due and payable within 30 days after the City provides the Developer with an invoice therefor. City Expenses shall be paid from Incremental Real Property Taxes pursuant to **Section 302** of this Agreement or CID Sales Tax pursuant to **Section 303** of this Agreement; provided that if the Incremental Real Property Taxes and/or CID Sales Tax then on deposit are insufficient to pay City Expenses due, the Developer shall advance funds to pay the City Expenses. The City Administrative Fee shall be paid from CID Sales Tax pursuant to **Section 303** of this Agreement. To the extent the Developer has advanced funds to pay the City Expenses, such amounts may be reimbursed from the Incremental Real Property Taxes in accordance with **Section 302** of this Agreement and CID Sales Tax in accordance with

Section 303 of this Agreement and such reimbursements shall not be counted against the TIF Reimbursable Project Costs Cap or the CID Reimbursable Project Costs Cap.

Section 302. TIF Financing.

(a) TIF District Fund. Pursuant to the TIF Act, the City shall establish the TIF District Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the TIF Act. Incremental Real Property Taxes received by the City shall be deposited in the TIF District Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of TIF Eligible Expenses. Except as otherwise set forth herein, all Incremental Real Property Taxes shall be available for and dedicated to pay TIF Eligible Expenses for the TIF Project for the duration of the Project Plan Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the City and the Developer for TIF Eligible Expenses paid by each such party and/or to reimburse City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay or reimburse the City for any City Expenses not paid by the Developer;

Second, to reimburse the City and the Developer, on a pro rata basis, for Pay-Go Interest accrued on TIF Eligible Expenses; and

Third, to reimburse the City and the Developer, on a pro rata basis, for TIF Eligible Expenses apart from Pay-Go Interest.

(c) Project Plan Term. The Project Plan term shall expire on the earlier of: (i) the date on which the City has been reimbursed for its TIF Eligible Expenses <u>and</u> the Developer has been reimbursed in the amount of the TIF Reimbursable Project Costs Cap; or (ii) July 1st of the calendar year in which ten (10) years have elapsed after a certificate of occupancy is issued for the grocery store within Project Area One (the "Project Plan Term"), unless the City takes the appropriate actions required by law to terminate the Project Plan or amend the Project Plan Term. Except as provided herein or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate or amend the Project Plan or reduce the Project Plan Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for TIF Eligible Expenses. Notwithstanding anything to the contrary in this Agreement, the phrase "ten (10) years" in item (i) above shall be replaced with "eleven (11) years" if the Governing Body of the City has approved an amendment to the Project Plan to so increase the Project Plan Term on or prior to March 1, 2021.

(d) "Pay As You Go" TIF Financing. Any Incremental Real Property Taxes available to the Developer for payment of TIF Eligible Expenses shall be by reimbursement to the Developer for TIF Eligible Expenses paid by the Developer, and no tax increment bonds shall be issued to advance funds for payment of such expenses.

(e) Turn Lane Improvements; Turn Lane Deposit. Notwithstanding anything to the contrary in this Agreement, the City shall be responsible for the construction of the Turn Lane Improvements. The Developer shall contribute the Turn Lane Deposit to fund a portion of the Turn Lane Improvements, and the City shall fund any costs of the Turn Lane Improvements in excess of the amount of the Turn Lane Deposit. The City acknowledges receipt of the Turn Lane Deposit from the Developer concurrently with the delivery by the City of its executed counterpart to this Agreement. The City shall apply the Turn Lane Deposit to the costs of the Turn Lane Improvements as and when such costs are incurred. In the event the Turn Lane Improvements are completed at a cost which is less than the Turn Lane Deposit, then the City shall return the unspent portion of the Turn Lane Deposit to the Developer. The City and the Developer acknowledge and agree that: (i) the Turn Lane Improvements consist of infrastructure improvements located outside of, but contiguous to, the TIF District; (ii) the Turn Lane Improvements are necessary for the implementation of the Project Plan; (iii) the Turn Lane Deposit shall be a TIF Eligible Expense under this Agreement; and (iv) the Developer shall be entitled to Pay-Go Interest calculated on the amount of the Turn Lane Deposit which interest shall accrue from and after March 1, 2021.

(f) Traffic Signal Improvements. Notwithstanding anything to the contrary in this Agreement, the City's rights and obligations with respect to the Traffic Signal Improvements are subject to the approval of an amendment to the Project Plan by the Governing Body of the City as referenced in Section 302(c) hereof. In the event such approval is provided, and if the Traffic Signal Improvements are warranted or required during the Project Plan Term, the City shall be responsible for constructing and paying for such improvements. The parties acknowledge and agree that the costs of such improvements paid by the City shall constitute a TIF Eligible Expense under this Agreement. The City shall be entitled to reimbursement of this cost, plus Pay-Go Interest, from the date of such expenditure, and such reimbursement shall be amortized over the then-remaining Project Plan Term. By way of example only, if the City pays $250,000 for the Traffic Signal Improvements when there are ten (10) years left in the Project Plan Term, the City's cost shall be reimbursed at the rate of $25,000 per year, plus interest, for the balance of the Project Plan Term. Alternately, and by way of example only, if the City pays $250,000 for the Traffic Signal Improvements when there are five (5) years left in the Project Plan Term, the City's cost shall be reimbursed at the rate of $50,000 per year, plus interest, for the balance of the Project Plan Term.

Section 303. CID Financing.

(a) CID Sales Tax Fund. Pursuant to the CID Act and subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of City, the City shall establish the CID Sales Tax Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the CID Act. Revenues collected from the CID Sales Tax received by the City from the Department of Revenue shall be deposited in the CID Sales Tax Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of CID Eligible Expenses. Except as otherwise set forth herein or as required by the CID Act, all CID Sales Tax shall be available for and dedicated to pay CID Eligible Expenses for the CID Project for the duration of the CID Term or until the City's

obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the Developer for CID Eligible Expenses paid by the Developer and/or the City Administrative Fee and City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay or reimburse the City for the City Administrative Fee and any City Expenses not paid by the Developer;

Second, to reimburse the Developer for CID Eligible Expenses.

(c) CID Term. The CID term shall expire on the earlier of: (i) the date on which the Developer has been reimbursed in the amount of the CID Reimbursable Project Costs Cap; or (ii) twenty-two (22) years from the date the Department of Revenue begins the collection of the CID Sales Tax following adoption of the ordinance of the City establishing the CID and authorizing the CID Sales Tax (the "CID Term"), unless the City takes the appropriate actions required by law to terminate the CID or amend the CID Term. Except as provided herein or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate the CID or amend the CID Sales Tax or reduce the CID Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for CID Eligible Expenses.

(d) CID Financing. Any CID Sales Tax available to the Developer for payment of CID Eligible Expenses shall be by reimbursement to the Developer for CID Eligible Expenses paid by the Developer and no CID Bonds shall be issued to advance funds for payment of such expenses; provided, however, that the City may consider the issuance CID Bonds subject to the conditions described in **Section 304** hereof.

(e) CID Sales Tax Information Confidential. The Developer acknowledges and agrees that information obtained by the City relating to the CID Sales Tax shall be kept confidential by the City in accordance with K.S.A. 75-5113, 79-3234 and 79-3657; provided, however, that the parties shall disclose such information as is necessary to comply with disclosure obligations relating to any CID Bonds. The Developer, on its own behalf and on behalf of its successors and assigns, consents to such disclosure.

(f) Adjustment of CID Reimbursable Project Costs Cap. The parties acknowledge that the amount of the CID Reimbursable Project Costs Cap was determined, in part, based on the time value of money and the understanding that it may take up to twenty-two years for the Developer to be fully reimbursed. In the event CID Bonds are issued, expediting a portion of the payback, the CID Reimbursable Project Costs Cap shall be reduced to account for this time-value of money factor based on a net present value analysis conducted at the time of the issuance of the CID Bonds and reasonably agreed upon by the parties (the "**CID Cap Reduction**").

Section 304. CID Bond Financing. Subject to the following terms and conditions, the City shall consider issuing CID Bonds to implement the CID Project:

(a) Completion of the new grocery store and Project Area Three Improvements no later than December 31, 2020;

(b) Private placement of the CID Bonds rather than a public offering;

(c) Engagement of a placement agent and a bond trustee, each acceptable to the City;

(d) Completion of a bond revenue study by a firm acceptable to the City and the placement agent which study projects CID Sales Tax revenues attributable to the CID with the cost of the study paid by Developer;

(e) Developer has provided evidence to the City and placement agent demonstrating that the development and operation of the CID improvements will generate, through CID Sales Tax, amounts sufficient to pay debt service on the CID Bonds amortized to the term of the revenues pledged, with a coverage factor and reserves for the CID Bonds that the placement agent determines is necessary and that is agreed to by the City;

(f) All statutory protest periods for proceedings authorizing, implementing, or modifying the CID and the CID Bonds have run without receipt of any protest petitions;

(g) The terms of the CID Bonds, including but not limited to restricting sales and transfers to accredited investors or qualified institutional buyers, shall be acceptable to the City and Bond Counsel;

(h) The minimum denomination for any series of the CID Bonds issued by the City shall be $100,000 unless an exception is approved by the Governing Body of the City;

(i) The bonds shall be structured as supersinkers so that CID Sales Tax revenues received in excess of debt service will be used to pay down principal;

(j) The CID Bonds must include security in an amount determined in the reasonable discretion of the City to minimize any risk of default to the extent such security is allowed by State and federal tax laws;

(k) The Attorney General of the State approves the transcript of proceedings relating to the CID Bonds;

(l) Bond Counsel provides to the City an opinion to the effect that the CID Bonds have been validly issued under State law and, if applicable, that interest on the CID Bonds, or any series of CID Bonds, is exempt from State and federal income taxation, subject to the standard exceptions;

(m) the Developer is not then in default under this Agreement;

(n) If issuance of the CID Bonds causes the City to exceed the annual $10,000,000 limit for "bank qualified" tax-exempt obligations as defined in Section 265 of the Internal Revenue Code of 1986, as amended, the Developer shall compensate the City for the difference between the interest rate paid by the City on its tax-exempt obligations issued in the calendar year the bonds are issued (but excluding the CID Bonds) and the interest rate the City would have paid on such obligations had they been designated as "bank qualified," with such compensation calculated on a present value basis and in an amount not to exceed $90,000 in any

case. The City will reasonably cooperate with the Developer to attempt to avoid exceeding the "bank qualified" limit, if possible, which may include, with limitation, reasonable advance planning and, at the Developer's election, changing the planned year of issuance of the CID Bonds to a year where the City does not anticipate exceeding the "bank qualified" limit. Notwithstanding the first sentence of this subsection, in the event the City represents to the Developer that the CID Bonds can be issued in a given year without risk of exceeding the "bank qualified" limit and the City later exceeds the limit, the Developer shall not be required to pay any compensation to the City hereunder; and

(o) The CID Cap Reduction shall have been agreed upon by the parties.

Section 305. IRB Financing. Subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of City, it is the expectation of the parties to this Agreement that the Developer will utilize IRBs to be issued by the City to finance the IRB Project for the sole purpose of obtaining a sales tax exemption on the IRB Project to the extent it is financed with the proceeds of the IRBs. All expenses related to the issuance of such IRBs, including, but not limited to, the City's application fee, the City's one percent (1%) origination fee, and the fees and expenses of the City's Bond Counsel, will be the responsibility of the Developer.

ARTICLE IV
ELIGIBLE EXPENSE REIMBURSEMENT PROCEDURES

Section 401. Reimbursement of Eligible Expenses.

(a) Disbursement Times. Except as provided herein, the City agrees to (i) disburse Incremental Real Property Taxes in accordance with **Section 302** of this Agreement within 45 days of receipt of such taxes by the City; provided, the City is not obligated to disburse Incremental Real Property Taxes if less than $10,000 has been received and is on deposit in the TIF District Fund from Incremental Real Property Taxes generated from Project Area One and Project Area Two (unless such disbursement is the final disbursement of Incremental Real Property Taxes hereunder, in which event all Incremental Real Property Taxes will be disbursed in accordance with the terms hereof regardless of the amount), and (ii) disburse CID Sales Tax in accordance with **Section 303** of this Agreement within 45 days after the end of each calendar quarter; provided, the City is not obligated to disburse CID Sales Tax if less than $10,000 has been received and is on deposit in the CID Sales Tax Fund (unless such disbursement is the final disbursement of CID Sales Tax, in which event all CID Sales Tax will be disbursed in accordance with the terms hereof regardless of the amount).

(b) Submission of Certification of Expenditures. The Developer shall submit to the City's Finance Director a Certification of Expenditures (in substantially the form attached to this Agreement as **Exhibit I**) signed by the Developer, with supporting documentation identifying the TIF Eligible Expenses or CID Eligible Expenses for which the Developer seeks reimbursement. The supporting documentation shall be copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfer or other payment of cash by the Developer for such expenses, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the TIF Project or the CID Project for which reimbursement is sought, and such

other documentation as the City shall reasonably request. Notwithstanding anything herein to the contrary, all TIF Eligible Expenses shall be submitted by the Developer under a single Certification of Expenditures, rather than in multiple Certifications of Expenditures, to facilitate administration by the City of the variable rate for Pay-Go Interest.

(c) Details of Certification; City Right to Perform Due Diligence. Each Certification of Expenditure shall contain a certification by the Developer that each TIF Eligible Expense or CID Eligible Expense submitted for reimbursement is an eligible expense, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement, to examine the Developer's and other records relating to all eligible expenses to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(d) Certification of Expenditures. The City shall either accept and certify or reject each Certification of Expenditures within 45 days after the submission thereof. If the City determines that any cost identified as a TIF Eligible Expense or CID Eligible Expense is not eligible for reimbursement, the City shall so notify the Developer in writing within said 45-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs of the TIF Project or CID Project as TIF Eligible Expenses or CID Eligible Expenses, as applicable, with a supplemental Certification of Expenditures. The City may also request such additional information from the Developer as may be required to process the requested certification and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Certification of Expenditures that the City determines to be eligible.

(e) Conditions Precedent. As a condition precedent to disbursement of Incremental Real Property Taxes or CID Sales Tax to the Developer, the Developer must: (i) not be in default under this Agreement (subject, however, to any applicable cure period); (ii) be current on the payment of ad valorem property taxes within the City; (iii) have submitted a Certification of Expenditure for a TIF Eligible Expense or a CID Eligible Expense, along with reasonable documents of such expenditure; and (iv) the expense identified in the Certification of Expenditure must be one that has occurred and the Developer is seeking reimbursement for. If funds are available for disbursement in the TIF District Fund or the CID Sales Tax Fund but the conditions set forth in this paragraph have not, in the reasonable judgment of the officer or agent of the City charged with disbursing such funds, been met, the City shall provide written notice of such failure to the appropriate party (a "Condition Failure Notice") within 30 days of receipt of such taxes and shall retain the funds that would have otherwise been disbursed to such party. If the condition(s) are met to the reasonable satisfaction of such officer or agent of the City within 30 days from the date of the Conditional Failure Notice, the disbursement that was withheld shall be promptly made. If the condition(s) are not met to the reasonable satisfaction of such officer or agent of the City within the 30-day period, the retained funds shall be available for disbursement

to the Co-Developers (if applicable, and provided such parties are in compliance with such conditions) in accordance with the priority set forth in **Sections 302 and 303** of this Agreement; provided such disbursement shall not be made until 10 days following such 30-day period. In the event a party disagrees in good faith with the determination of such officer or agent of the City, such party may appeal the determination to the Governing Body of the City by providing written notice to the City Clerk within 10 days of the end of the 30-day period, and the retained funds shall not be disbursed until the Governing Body directs the disbursement. Such notice of appeal shall reasonably describe the basis for such appeal. The City agrees to conduct a public hearing on such appeal within 60 days of receipt of such notice and to provide the party requesting such appeal with not less than 10 days' written notice of the hearing date, time and location. The determination of the Governing Body of the City with respect to the disbursement shall be final. Any determination by the officer or agent of the City or by the Governing Body of the City under this **Section 401** that funds should not be disbursed shall apply as to that particular disbursement only and shall not impair or in any manner affect future disbursements.

(f) Pay-Go Interest. Pay-Go Interest shall accrue on each TIF Eligible Expense from the date the City approves and certifies the corresponding Certification of Expenditures until such expense is paid or until the Project Plan Term expires. The Prime Rate then in effect on the first day of each calendar year shall be used to calculate the Pay-Go Interest applied to the outstanding principal amount of certified TIF Eligible Expenses on such date.

Section 402. Effect of Reimbursement If Termination. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the City shall have no obligation to reimburse the Developer for any TIF Eligible Expenses or CID Eligible Expenses following the termination of this Agreement regardless of when the expense was submitted to the City.

Section 403. Effect of Reimbursement If Sale of Property. Notwithstanding anything herein to the contrary, reimbursement for any land acquisition costs approved and certified by the City as a TIF Eligible Expense or a CID Eligible Expense shall be reduced by any proceeds received by the Developer from the sale or conveyance of all or a portion of Project Area One during the Project Plan Term or CID Term.

ARTICLE V
DEVELOPMENT OF THE PROJECT; TIMING AND APPROVALS

Section 501. Development of Project. The Developer agrees to pursue the Project in accordance with the requirements of this Agreement, the adopted Project Plan, and all City zoning and building requirements applicable to the Project. Notwithstanding any other provision of this Agreement to the contrary, but subject to Permitted Delays, if construction of the grocery store portion of the Project has not commenced by October 1, 2019, as evidenced by the issuance of building permits by the City for such improvements <u>or</u> if construction of the new grocery store and Project Area Three Improvements portions of the Project are not substantially completed by December 31, 2020, <u>or</u> if construction of the renovations to the existing grocery store within Project Area Two is not substantially completed by March 31, 2022, each as evidenced by the issuance of a certificate of occupancy by the City, then the City may elect to terminate this Agreement if, on or before 30 days after the City's written notice to Developer of such default,

Developer has not cured such default. The provisions of **Section 802(b)** of this Agreement relating to the ability to cure default shall not apply to the City's option to terminate pursuant to this Section; provided, however, that with respect to the March 31, 2022 deadline, the City's option to terminate this Agreement (or otherwise call the Developer in default) shall not be exercised (i) prior to providing the Developer an opportunity to show cause for the delay and/or (ii) if the delay is the result of a Permitted Delay.

Section 502. Plan Approval; Development Approval. The Developer shall submit to the City all engineering plans for public infrastructure and construction plans as required by the construction codes adopted by the City for the Project. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall use its standard procedures for review and approval of such submissions so as to not unduly hinder or delay the Project.

Section 503. Insurance and Indemnification.

(a) Indemnification. The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand to the extent resulting from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City written notice of any claim, suit or demand which may be subject to this provision at the earliest feasible date.

(b) Insurance. Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the term of this Agreement (to the extent the Developer has not sold Project Area One, or any portion thereof, to third parties), insure and keep insured any vertical structures built in Project Area One against direct loss or damage occasioned by fire, flood and extended coverage perils through insurers with a Best's rating of no less than "A-" and/or that is reasonably acceptable to the City and without co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures. Notwithstanding the foregoing, the requirement that Developer maintain a policy of insurance may be satisfied by Developer causing its tenant(s) to maintain such insurance.

Section 504. Local, State and Federal Laws. The Developer agrees to abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 505. Nondiscrimination During Construction. The Developer, for itself and its successors and assigns, agrees that in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

Section 506. City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits which may

be required by the City and any other governmental agency having jurisdiction as to such construction development or work. The City shall follow its standard procedures for providing assistance to the Developer in securing these permits.

ARTICLE VI
REAL ESTATE TAXES

Section 601. Agreement to Pay Taxes and Assessments; Right to Protest. The Developer agrees that it shall (to the extent the Developer has not sold such property, or any portion thereof, to third parties) pay, or cause to be paid, taxes and assessments for Project Area One promptly on or before the due date of such tax bills. The Developer shall have the right to pay said taxes under protest in accordance with applicable law and agrees to provide prompt written notice to the City if it elects to pay said taxes under protest or of any appeal of real estate taxes or valuation of any property within Project Area One by the County Appraiser. If, as the result of a tax protest by Developer, Cosentino Group, Inc. or any of their respective affiliates commenced after the completion of the new grocery store within Project Area One, the assessed value of the new grocery store real property and improvements in Project Area One is reduced below $2,125,000, then the duration of the Project Plan Term and the Reimbursable Project Costs Cap applicable to Incremental Real Property Taxes shall be correspondingly reduced. By way of example only, if the Project Plan Term is ten (10) years and the Reimbursable Project Costs Cap applicable to Incremental Real Property Taxes is $3,200,000, and if the aggregate assessed value of real property in Project Area One is reduced to $1,912,500 as the result of a tax protest, then the Project Plan Term shall be reduced to nine (9) years and the TIF Reimbursable Project Costs Cap shall be reduced to $2,880,000.

ARTICLE VII
USE, ASSIGNMENT, SALE AND LEASE

Section 701. Use Restrictions; Operation and Maintenance. The allowable uses on the property and within Project Area One will be subject to the lawful zoning power of the City and will not be subject to use restrictions solely by virtue of this Agreement; provided, however, that the Developer shall (to the extent the Developer has not sold such property, or any portion thereof, to third parties) maintain Project Area One and any other property owned by the Developer within the TIF District in good condition and repair, ordinary wear and tear excepted, and in a manner consistent with comparable first-class shopping centers in the greater Kansas City metropolitan area. Such maintenance shall include, without limitation:

(a) maintaining parking and entrance surfaces in a level, smooth and evenly-covered condition;

(b) removing papers, ice and snow, mud and sand, debris, filth and refuse and sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines;

(d) operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) maintaining all perimeter and exterior building walls, including but not limited to all retaining walls in a good condition and state of repair; and

(f) maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

The Developer agrees to cause a Declaration of Easements, Covenants and Restrictions to be recorded against all property within the TIF District, which includes maintenance obligations similar to those listed above in order to require that other property owners within the TIF District, and subsequent owners of property within Project Area One, adequately maintain their property. The Developer further agrees to use commercially reasonable efforts to enforce compliance with all such maintenance obligations under such Declaration.

Section 702. Restriction on Transfer. There shall be no restriction in the sale, transfer or leasing of the property within the TIF District or the CID.

Section 703. Transfer of Obligations. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, subject to the approval of the Governing Body following receipt of an opinion by the City's Bond Counsel that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the applicable conditions and restrictions to which the Developer is subject. The City shall notify the Developer within 45 days of receipt by the City of a written request to approve a proposed assignment under this Section of its approval or disapproval. All written requests for approval of a proposed assignment shall include a description of the qualifications and financial resources of the proposed assignee and the form of a proposed assignment and assumption agreement. If the City elects to disapprove a requested assignment, it will include in its notice to the Developer the basis for the disapproval. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees to record the assignment in the office of the register of deeds of Johnson County, Kansas, in a timely manner following the execution of such agreement. Notwithstanding anything herein to the contrary, Developer may, upon prior written notice to the City (and without the need for the City's approval), assign this Agreement, in whole or in part, to (a) an entity that is more than 50% owned or controlled by the Developer, (b) a Co-Developer, or (c) Cosentino Group, Inc., a Missouri corporation, or an affiliate thereof; provided such entity assumes in writing all applicable obligations of the Developer under this Agreement.

Section 704. Assumption of Obligations. The parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case

specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of Project Area One or the CID shall be bound by any obligation of Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within Project Area One or the CID shall be entitled to any rights whatsoever or claim upon the Incremental Real Property Taxes or the CID Sales Tax, except as specifically authorized in writing by the Developer and as provided in this Agreement.

Section 705. Change of Ownership. The Developer shall promptly provide written notice to the City of any change in the owners/members owning/comprising more than 50% of such entity.

ARTICLE VIII
BREACH, DEFAULTS AND REMEDIES

Section 801. Breach. If the Developer or City does not comply with provisions of this Agreement, including provisions of the Project Plan or the Petition, within the time limits and in the manner for the completion of the Project as herein or therein stated, except for Permitted Delays, shall constitute a breach of this Agreement and the breaching party shall be granted an opportunity to cure as provided in **Section 802** prior to such breach being deemed an "Event of Default" as defined in **Section 802.**

Section 802. Event of Default—General. The following events shall constitute an "Event of Default" under this Agreement:

(a) Subject to the extensions of time set forth in **Section 808**, failure or delay by either party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in subsection (b) below, constitutes an Event of Default under this Agreement. A party claiming a breach (claimant) shall give written notice of breach to the other party, specifying the breach complained of.

(b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the other party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or, if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. In the event the breaching party refuses or is unable to cure, correct or remedy such breach within the time limits stated in this subsection, then such failure shall be deemed an Event of Default and the nonbreaching party shall be entitled to the remedies set forth in **Section 803**.

(c) If the Developer has assigned, in whole or in part, rights, duties and obligations under this Agreement to another entity in accordance with **Section 703** hereof, a failure of an assignee to perform any of the duties and obligations assigned to the assignee by the Developer in accordance with **Section 703** shall not constitute an "Event of Default" with respect to the

Developer and will not give rise to any remedies against the Developer under this Agreement, including, but not limited to, any remedies which would adversely affect the Developer's rights to reimbursement, whether or not such remedies are specifically directed towards the Developer.

Section 803. Remedies on Event of Default.

(a) Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take one or more of the following remedial steps:

(i) compel specific performance (except for performance of the construction of the Project);

(ii) withhold or apply funds from the TIF District Fund and the CID Sales Tax Fund to such extent as is necessary to protect the City from loss and/or to ensure that such portions of the Project that the City deems are in the best interest of the City are successfully implemented in a timely fashion;

(iii) refuse to approve any further reimbursements for TIF Eligible Expenses or CID Eligible Expenses and make any disbursements until such Event of Default is cured by Developer;

(iv) pursue any remedy at law and in equity; and/or

(v) terminate this Agreement.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement (except for specific performance of the construction of the Project), to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the City resulting from such Developer default.

(c) Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer shall have the right, but not the obligation to:

(i) terminate this Agreement; and/or

(ii) pursue any remedy at law or in equity,

(d) The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the Developer resulting from such City default.

Section 804. Intentionally Omitted.

Section 805. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made to:

General Counsel
Super Market Developers, Inc.
5000 Kansas Avenue
Kansas City, Kansas 66106

as its agent to receive service of process or other legal summons for purposes of any such action or proceeding.

Section 806. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 807. Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 808. Permitted Delays. Notwithstanding anything in this Agreement to the contrary, any Permitted Delays by a party performing its respective obligations hereunder shall not render such party in default or breach hereof (or give rise to any other party's exercise of rights or remedies hereunder, including, without limitation, the City's termination of this Agreement) and shall result in automatic good faith extensions of any starting or completion dates affected thereby, provided such delayed party continues to exercise good faith and due diligence in attempting to resolve the cause of any such delay and to continue to perform hereunder.

ARTICLE IX
GENERAL PROVISIONS

Section 901. Time of Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 902. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the parties to this Agreement or their successors in interest.

Section 903. Immunity of Officers, Employees and Members. No personal recourse shall be had for the payment of the cost of the Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future owner, officer, manager, member, employee or agent of a party to the Agreement, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future owner, officer, manager, member, employee or agent of a party to this Agreement shall be personally liable to the City, the Developer or any successor in interest, for any default or breach by the City, Developer or any successor in interest.

Section 904. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction for purposes strictly related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall carry proper identification, and shall not in any manner impair, hinder or interfere with the construction activity; provided, however, nothing herein is intended to limit or restrict rights the City has to inspect or otherwise have access to the Project in the performance of its governmental role.

Section 905. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 906. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 907. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement or the Project Plan to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 908. Governing Law; Venue; Attorney Fees. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and

exclusive venue for litigation shall be the District Court in Johnson County, Kansas or the U.S. District Court for the District of Kansas in Kansas City, Kansas. In the event such litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted, to the extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles.

Section 909. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the City:

City of Gardner, Kansas
120 E. Main Street
Gardner, KS 66030
Attn: City Administrator

With copy to:

Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108
Attn: Tyler Ellsworth

To the Developer:

Super Market Developers, Inc.
5000 Kansas Avenue
Kansas City, KS 66106
Attn: General Counsel

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, national recognized overnight courier (*e.g.*, FedEx), or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 910. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 911. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 912. Recordation of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in mutually acceptable form for recording in the real property records of Johnson County, Kansas.

Section 913. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

Section 914. Survivorship. Notwithstanding the termination of this Agreement, **Section 503(a), Section 903** and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 915. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF GARDNER
a Kansas municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this _____ ___, 20__, before me, a Notary Public in and for said County and State, came Steve Shute, Mayor of the City of Gardner, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL]

_____
Notary Public in and for said County and State

My Commission Expires: _____

SUPER MARKET DEVELOPERS, INC.
a Missouri corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ ___, 20__, before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Super Market Developers, Inc., a Missouri corporation, and that said instrument was signed on behalf of said company, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[SEAL]

_____
Notary Public in and for said County and State

My Commission Expires: _____

EXHIBITS

Exhibit A	TIF District Area (legal description)
Exhibit B	TIF District Plan
Exhibit C	TIF Project Plan for Project Area One
Exhibit D	TIF Project Area One (legal description)
Exhibit E	TIF Project Area One (map)
Exhibit F	TIF Project (with TIF Eligible Expenses noted) and CID Project (with CID Eligible Expenses noted)
Exhibit G	CID Petition, as amended
Exhibit H	IRB Project
Exhibit I	Certification of Expenditures
Exhibit J	Building Elevations

EXHIBIT A

TIF DISTRICT AREA (LEGAL DESCRIPTION)

All of Lot 47, WHITE ACRES, and a part of Lot 1, GAULTCEST REPLAT, and a part of Lot 1, MOONLIGHT PLAZA FIRST PLAT, and all of Lot 1 MOONLIGHT PLAZA CENTER, and all of Lot 1, COUNTRY MART, all being additions to the City of Gardner along with a part of the Southeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, and being described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 24; thence S 02°07'55" E along the East line of said Southeast Quarter, 1755.65 feet to the centerline of Lincoln Lane extended; thence S 88°27'57" W along said centerline, 235.00 feet to the Northeast corner of said COUNTRY MART, said point being the Point of Beginning;

thence continuing S 88°27'57" W along said centerline extended, 1258.40 feet to a point on the East line of said WHITE ACRES;

thence S 02°05'19" E, along the East line of said WHITE ACRES, 601.53 feet to the Northeast corner of said Lot 47, WHITE ACRES;

thence S 88°04'45" W, along the North line of said Lot 47, 120.00 feet to the Northwest corner thereof;

thence S 01°53'27" E, along the West line of said Lot 47, 103.77 feet to the Southwest corner thereof;

thence N 88°04'45" E, along the South line of said Lot 47, 120.00 feet to the Southeast corner thereof;

thence S 01°53'27" E, along the East line of said WHITE ACRES and the West line of said Lot 1, GAULTCEST REPLAT, 154.00 feet to the Southwest corner of said Lot 1;

thence N 88°24'06" E, along the South line of said Lot 1, GAULTCEST REPLAT, 193.30 feet to a point on the West line of said Lot 1, QUIKTRIP STORE NO. 249;

thence N 02°06'59" W, along the West line of said Lot 1, QUIKTRIP STORE NO. 249, 298.13 feet to the Northwest corner thereof;

thence N 87°51'18" E, along the North line, 300.09 feet to the Northeast corner of said Lot 1, QUIKTRIP STORE NO. 249, said point also being on the West line of said MOONLIGHT PLAZA CENTER;

thence S 02°07'55" E, along said West line, 268.37 feet to the Southwest corner thereof;

thence N 80°31’36” E, along the South line of said MOONLIGHT PLAZA CENTER, 45.37 feet;

thence N 02°07’55” W, along an Easterly line, of said MOONLIGHT PLAZA CENTER, 254.96 feet;

thence N 88°27’57” E, along the Southerly line, 401.00 feet to the Southeast corner of said Lot 1, MOONLIGHT PLAZA CENTER, said point also being the Southwest corner of said Lot 1, COUNTRY MART;

thence departing said Southerly line, S 02°07’55” E through a portion said Lot 1, MOONLIGHT PLAZA FIRST PLAT, 165.44 feet to a point on the US Highway 56 Northerly Right of Way line as described in Deed Book 2564 at Page 398 of the records of said Johnson County;

thence N 75°26’05” E, along said Northerly Right of Way line and Southerly line of said Lot 1, Country Mart, 322.80 feet to the Southwest corner of said COUNTY MART;

thence N 02°07’55” W, along the Easterly line of said COUNTRY MART, 294.00 feet to a corner;

thence N 87°52’05” E along said Easterly line, 5.20 feet to a corner;

thence N 02°07’55” W along said Easterly line, 363.50 feet to the POINT OF BEGINNING.

Said parcel contains 829,705 square feet, or 19.047 acres, more or less, inclusive of existing road and highway right of way.

EXHIBIT B

TIF DISTRICT PLAN

MAIN STREET MARKET PLACE REDEVELOPMENT DISTRICT, PROJECT AREA 1 DISTRICT PLAN

In order to promote, stimulate and develop the general and economic welfare of the City of Gardner, Kansas (the "City"), the Governing Body of the City on October 15, 2018, passed Ordinance No. 2588 (the "Ordinance") establishing a redevelopment district (the "District") pursuant to K.S.A. 12-1770 *et seq*., as amended (the "Act").

This plan is the Redevelopment Project Plan for the Main Street Market Place Redevelopment TIF Project Area 1 (the "Project Plan"), located within the District. This Project Plan sets forth the information required by K.S.A. 12-1772, as amended, as follows:

1. **Description of the Buildings and Facilities proposed to be Constructed or Improved**. The Project Plan includes the design, development and construction of: (a) a new grocery store of approximately 60,000 square feet; (b) a pad site to accommodate approximately 3,500 square feet of retail/restaurant use; (c) site improvements; and (d) public improvements, including utility relocations, an access drive, new turn lanes along Main Street, and a new traffic signal. (The herein referenced buildings and improvements are referred to collectively as the "Redevelopment Project"). The Redevelopment Project will be constructed and improved in accordance with the requirements of the City Planning Commission, the City's Governing Body and City ordinances.

2. **Summary of the Feasibility Study**. As required by the Act, a feasibility study (the "Feasibility Study") was prepared by Ehlers, Inc. based on projections and estimates. Based on the Feasibility Study, the City anticipates the tax increment from Project Area 1 will generate approximately $5,726,000 in tax increment revenue (over a maximum 20-year period), all or a portion of which will be available to pay Redevelopment Project costs pursuant to the District Plan (as defined herein), the Act, and the terms of a development agreement between the City and the developer of the Redevelopment Project. All Redevelopment Project costs in excess of available tax increment revenues will be paid by the developer or from other available funds. The Redevelopment Project's benefits and tax increment revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, as amended, are expected to exceed or be sufficient to pay for the Redevelopment Project costs. The City is under no obligation to provide financial assistance if the tax increment generated from Project Area 1 does not meet the projections. The entire Feasibility Study is on file with the City Clerk.

There are no outstanding special obligation tax increment bonds for the District and, therefore, the Redevelopment Project costs are not expected to have any effect on outstanding special obligation tax increment bonds payable from revenues described in subsection (a)(1)(D) of K.S.A. 12-1774, as amended.

3. **Redevelopment District Plan and Location of the District**. The Ordinance established the District and approved the district plan described therein (the "District Plan").

The District is generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City.

4. **Legal Description and Map of Project Area 1**. A legal description of Project Area 1 is attached as ***Exhibit A*** and a map of the District, with Project Area 1 labeled as "Project 1" and depicted in blue thereon, is attached as ***Exhibit B***.

5. **Relocation Assistance Plan**. In the event the City acquires any real property within Project Area 1 in carrying out the provisions of the Act, and that, as a result, any persons, families and businesses move from real property located in Project Area 1 or move personal property from real property located in Project Area 1, the developer of Project Area 1 shall make at least a $500 payment to such persons, families and businesses. No persons or families residing in the District shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents within their ability to pay. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary and otherwise standard dwelling. No retailer shall be relocated from the District. Notwithstanding the foregoing, the City does not anticipate relocation of any persons, families or businesses in connection with the Redevelopment Project.

6. **Other Relevant Information**.

a. Any reimbursement for Redevelopment Project costs will be made only from tax increment actually received by the City from the District in accordance with the Act. The City will have no responsibility for any other Redevelopment Project costs.

b. Prior to any reimbursement to private entities for Redevelopment Project costs, such entities shall enter into one or more development agreements with the City identifying the procedure and circumstances under which the City will pay or reimburse Redevelopment Project costs and other requirements of the City pertaining to the development of Project Area 1 and the District.

c. It is expected that the City will reimburse the developer on a pay-as-you-go basis for that portion and amount of the Redevelopment Project costs agreed upon by the City; provided, however, that the City may consider, in its discretion, the issuance of special obligation tax increment bonds.

EXHIBIT C

TIF PROJECT PLAN FOR PROJECT AREA ONE

[to be inserted]

EXHIBIT D

TIF PROJECT AREA ONE (LEGAL DESCRIPTION)

All of Lot 47, WHITE ACRES, and a part of Lot 1, GAULTCEST REPLAT, and a part of Lot 1, MOONLIGHT PLAZA FIRST PLAT, and a part of Lot 1 MOONLIGHT PLAZA CENTER, all being additions to the City of Gardner along with a part of the Southeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, and being described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 24; thence S 02°07'55" E along the East line of said Southeast Quarter, 1755.65 feet to the centerline of Lincoln Lane extended; thence S 88°27'57" W along said centerline, 956.45 feet to the Point of Beginning;

thence continuing S 88°27'57" W along said centerline extended, 536.95 feet to a point on the East line of said WHITE ACRES;

thence S 02°05'19" E, along the East line of said WHITE ACRES, 601.53 feet to the Northeast corner of said Lot 47, WHITE ACRES;

thence S 88°04'45" W, along the North line of said Lot 47, 120.00 feet to the Northwest corner thereof;

thence S 01°53'27" E, along the West line of said Lot 47, 103.77 feet to the Southwest corner thereof;

thence N 88°04'45" E, along the South line of said Lot 47, 120.00 feet to the Southeast corner thereof;

thence S 01°53'27" E, along the East line of said WHITE ACRES and the West line of said Lot 1, GAULTCEST REPLAT, 154.00 feet to the Southwest corner of said Lot 1;

thence N 88°24'06" E, along the South line of said Lot 1, GAULTCEST REPLAT, 193.30 feet to a point on the West line of said Lot 1, QUIKTRIP STORE NO. 249;

thence N 02°06'59" W, along the West line of said Lot 1, QUIKTRIP STORE NO. 249, 298.13 feet to the Northwest corner thereof;

thence N 87°51'18" E, along the North line, 300.09 feet to the Northeast corner of said Lot 1, QUIKTRIP STORE NO. 249, said point also being on the West line of said MOONLIGHT PLAZA CENTER;

thence S 02°07'55" E, along said West line, 268.37 feet to the Southwest corner thereof;

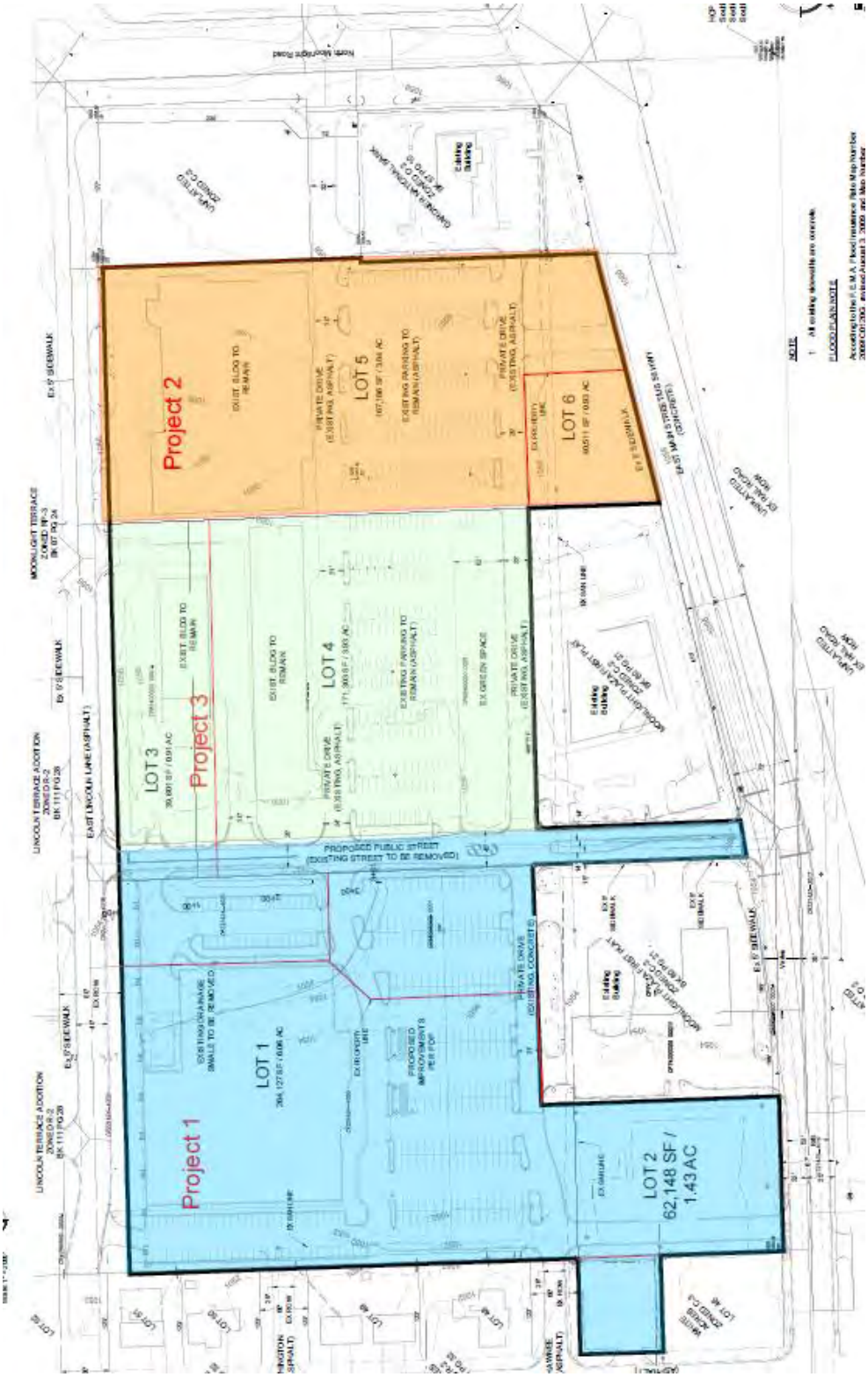
thence N 80°31’36” E, along the South line of said MOONLIGHT PLAZA CENTER, 45.37 feet;

thence N 02°07’55” W, along an Easterly line, of said Lot 1, MOONLIGHT PLAZA CENTER, extended, said line being 45.00 feet east of and parallel with the west line of said MOONLIGHT PLAZA CENTER, 819.86 feet to the Point of Beginning;

EXCEPT the North 40.00 feet thereof dedicated for Lincoln Lane right of way.
Said parcel contains 361,073 square feet, or 8.289 acres, more or less, exclusive of existing Lincoln Lane right of way.

EXHIBIT E

TIF PROJECT AREA ONE (MAP)



4839-4306-0940.1

EXHIBIT F
TIF PROJECT (WITH ELIGIBLE EXPENSES NOTED)
AND CID PROJECT (WITH ELIGIBLE EXPENSES NOTED)

Category	Total Cost	TIF Eligible	CID Eligible
PROJECT 1			
Land Acquisition	**$2,500,000.00**	**$2,500,000.00**	**$2,500,000.00**
Site Improvements			
General Site Costs	$492,800.00	$492,800.00	$492,800.00
Parking Lot	$1,045,440.00	$1,045,440.00	$1,045,440.00
Lights	$80,000.00	$80,000.00	$80,000.00
Detention	$500,000.00	$500,000.00	$500,000.00
Sign	$30,000.00	$30,000.00	$30,000.00
	$2,148,240.00	**$2,148,240.00**	**$2,148,240.00**
Building Improvements			
New Grocery Store	$6,534,000.00		$6,534,000.00
Equipment (Grocery Store)	$4,875,000.00		$4,875,000.00
Pad Site (Lot 2)	$1,400,000.00		$1,400,000.00
	$12,809,000.00		**$12,809,000.00**
Public Improvements			
Public Utilities	$350,000.00	$350,000.00	$350,000.00
Access Drive	$595,000.00	$595,000.00	$595,000.00
Traffic Signal / Turn Lanes	$500,000.00	$500,000.00	$500,000.00
Engineering & Design	$300,000.00	$300,000.00	$300,000.00
	$1,745,000.00	**$1,745,000.00**	**$1,745,000.00**
Soft Costs			
Engineer	$135,000.00	$135,000.00	$135,000.00
Architect	$250,000.00		$250,000.00
Survey	$10,000.00	$10,000.00	$10,000.00
Soils	$15,000.00	$15,000.00	$15,000.00
Environmental	$5,000.00	$5,000.00	$5,000.00
Development Fee	$65,000.00		
Interest	$300,000.00		$300,000.00
Misc.	$200,000.00		$200,000.00
Legal & Consultants	$50,000.00		
Lot 2 Soft Costs	$450,000.00		$450,000.00
	$1,480,000.00	**$165,000.00**	**$1,365,000.00**
Project 1 Total:	**$20,682,240.00**	**$6,558,240.00**	**$20,567,240.00**
PROJECT 2			
Building Improvements & Soft Costs			
Re-Model Existing Grocery Store	$3,900,000.00		$3,900,000.00
Pad Site (Lot 6)	$1,600,000.00		$1,600,000.00
Soft Costs	$1,200,000.00		$1,200,000.00
Project 2 Total:	**$6,700,000.00**		**$6,700,000.00**
PROJECT 3			
Parking Lot and Lights	$165,000.00		$165,000.00
Storm Drainage	$150,000.00	$150,000.00	$150,000.00
Building Façade	$850,000.00		$850,000.00
Soft Costs	$300,000.00	$100,000.00	$300,000.00
Contingency	$146,500.00		$146,500.00
Project 3 Total:	**$1,611,500.00**	**$250,000.00**	**$1,611,500.00**
TOTAL PROJECTS 1, 2 AND 3:	**$28,993,740.00**	**$6,808,240.00**	**$28,878,740.00**

* Total TIF reimbursement shall not exceed the TIF Reimbursable Project Costs Cap and total CID reimbursement shall not exceed the CID Reimbursable Project Costs Cap. Developer may shift amounts among qualified line items but may not shift amounts to lines or columns where no amount is shown.

EXHIBIT G

CID PETITION

[to be inserted]

EXHIBIT H

IRB PROJECT

In Project Area One, the acquisition, construction and equipping of an approximately 60,000 square foot grocery store and one (1) pad site; provided, however, that proceeds of IRBs shall not be used for vertical construction on the pad site.

In Project Area Two, the redevelopment of the existing grocery store into new commercial uses and one (1) pad site; provided, however, that proceeds of IRBs shall not be used for vertical construction on the pad site.

EXHIBIT I

CERTIFICATION OF EXPENDITURES

Date: _____
Certificate # _____

Governing Body of the
City of Gardner, Kansas

In accordance with the Development Agreement for Project Area One in the Main Street Market Place TIF District and CID dated as of _____, 201_ (the "Agreement"), between the city of Gardner, Kansas (the "City"), and Super Market Developers, Inc. (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. To the best of my knowledge, all amounts are TIF Eligible Expenses (as defined in the Agreement) ☐ / CID Eligible Expenses ☐ (as defined in the Agreement) [check applicable box] that are reimbursable to the Developer pursuant to the Agreement and the Act (as defined in the Agreement).

2. All amounts have been advanced by the Developer for eligible expenses requested in the Certification and represent the fair value of work, materials or expenses.

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

The Developer further certifies that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certification is $_____ which amount is itemized on **Exhibit 1** attached hereto and which **Exhibit 1** includes ____ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate.

SUPER MARKET DEVELOPERS, INC.
a Missouri corporation

By: _____
Name: _____
Title: _____

Date: _____
Certificate # _____

$_____ Amount of eligible expenses requested by this Certification # _____

$_____ Amount of eligible expenses for this Certification # _____ Disapproved

$_____ Amount of eligible expenses for this Certification # _____ Approved

CITY OF GARDNER, KANSAS

By: _____
Name: _____
Title: City Administrator

EXHIBIT 1 TO
CERTIFICATION OF EXPENDITURES
(PROJECT AREA ONE IN THE
MAIN STREET MARKET PLACE TIF DISTRICT AND CID)
PAGE ____ OF _____

Date: _____
Certificate # _____

Description of Expense (attach additional supporting documentation)	**Amount of Expense**
	$_
	$_
	$_
	$_
Total Expenses	$_

_____
Initials of Developer

EXHIBIT J

BUILDING ELEVATIONS

[to be inserted]

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: OCTOBER 5, 2020

STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER

Agenda Item: Consider adopting a Resolution amending the City of Gardner's Personnel Policies 2018 Edition, Section 5.

Strategic Priority: Fiscal Stewardship

Department: Administration-Human Resources

Staff Recommendation:
Staff recommends adopting a resolution amending the City of Gardner's Personnel Policies 2018 Edition, Section 5-106.4.

Background/Description of Item:
Salaries are determined at the time of hire, promotion, or transfer based on the individual's knowledge, skills, abilities and experience and the prevailing market data. Salaries are to be consistent with internal and external equity. The current Lateral Transfer Policy does not allow for that flexibility.

> **Section 5-106.4 LATERAL TRANSFER**
> Employees transferring into a position at the same range shall receive no salary adjustment associated with the transfer.

Staff recommend removing the language above, and replacing it with the following:

> The Human Resources Manager and City Administrator, in consultation with the Department Director, will determine if there is any change in an employee's salary in order to be consistent with internal and external equity when an employee transfers into a position in the same salary range.

Financial Impact:
None

Attachments included:
- Resolution Providing for the Adoption of a Revision to the Personnel Policies and Procedures, 2018 Edition.

Suggested Motion:
Adopt Resolution No. 2062, a resolution providing for the adoption of a revision to the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas

RESOLUTION NO. 2062

A RESOLUTION PROVIDING FOR THE ADOPTION OF A REVISION TO THE PERSONNEL POLICIES AND PROCEDURES, 2018 EDITION, FOR THE CITY OF GARDNER, KANSAS.

WHEREAS, the City of Gardner now deems it advisable to update uniform personnel policies and procedures for employees of the City of Gardner; and

WHEREAS, it is the intent of the City Council of the City of Gardner to revise Section 5-106.4

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

SECTION ONE: Section 5-106.4 is revised as provided for in the attached Personnel Policies.

SECTION TWO: These updated Personnel Policies and Procedures, 2018 Edition, supersede any rules, regulations or policies in conflict herewith, and

SECTION THREE: The Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City of Gardner on October 5, 2020

ADOPTED BY THE Governing Body of the City of Gardner, Kansas, this 5th day of October, 2020

SIGNED by the Mayor on this 5th day of October, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

Attest:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

Section 5: Compensation and Benefits

5-106.4 LATERAL TRANSFER

~~Employees transferring into a position at the same range shall receive no salary adjustment associated with the transfer~~

The Human Resources Manager and City Administrator, in consultation with the Department Director, will determine if there is any change in an employee's salary in order to be consistent with internal and external equity when an employee transfers into a position in the same salary range.

COUNCIL ACTION FORM NEW BUSINESS ITEM NO. 4

MEETING DATE: OCTOBER 5, 2020

STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER

Agenda Item: Consider adopting a resolution amending the City of Gardner's Social Media Policy

Strategic Priority: Infrastructure and Asset Management

Department: Administration-Human Resources

Staff Recommendation:
Staff recommends adopting a resolution amending the City of Gardner's Social Media Policy.

Background/Description of Item:
Social media has become one of the main channels of communication for many and is an excellent communication tool for public organizations. By leveraging social media as a primary communication tool, the City is engaging its customers on their terms and supporting the goals of service, community, and performance. The City of Gardner's Social Media Policy was last revised in February 2014.

Social Media's risks are similar in nature to those of other types of communication, but are enhanced because of the potential for both multiple contributors and wide circulation of the material. Therefore, to ensure communication to the public is consistent with the goals and objectives of the City, it is important to have a City Social Media Policy that applies to staff, appointed members of Boards, Commissions, and Committees, and the Governing Body.

Social Media Policy

The language in the policy has been updated to reflect the current structure of the organization. Additional changes include providing more authority to the City Administrator and Public Information Officer to oversee social media and ensuring that this Policy applies to Boards, Commissions, and Committees, and the Governing Body.

See attached Policy for revisions.

Financial Impact:
None

Attachments included:
- Resolution Providing for the Adoption of a Revision to the Social Media Policy

Suggested Motion:
Adopt Resolution No. 2063, a resolution providing for the adoption of a revision to the Social Media Policy for the City of Gardner, Kansas.

RESOLUTION NO. 2063

A RESOLUTION PROVIDING FOR THE ADOPTION OF A REVISION TO THE SOCIAL MEDIA POLICY FOR THE CITY OF GARDNER, KANSAS.

WHEREAS, the City of Gardner now deems it advisable to update the Social Media Policy for employees, Governing Body and appointed members of Boards of the City of Gardner; and

WHEREAS, it is the intent of the City Council of the City of Gardner to revise Social Media Policy

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

SECTION ONE: Social Media Policy is revised as provided for in the attached Social Media Policy

SECTION TWO: This updated Social Media Policy supersedes any rules, regulations or policies in conflict herewith, and

SECTION THREE: The Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City of Gardner on October 5, 2020

ADOPTED BY THE Governing Body of the City of Gardner, Kansas, this 5th day of October, 2020

SIGNED by the Mayor on this 5th day of October, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

Attest:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

Social Media Policy

Revised October 2020

Section 1 Purpose
Section 2 Definitions
Section 3 Policies and Procedures
Section 4 Guidelines for Employee Participation in Social Networking
Section 5 Guidance for Elected Official Participation in Social Networking

1.0 PURPOSE

The Social Media Policy comprises the philosophy, recommendations and strategies necessary for providing professional city communications in social media. This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and Governing Body members ~~City officials~~ and City board and commission appointees with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

2.0 DEFINITIONS

Social Media – Various forms of discussion and information-sharing, including but not limited to blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: picture sharing, wall postings, fan pages, email, instant messaging and music sharing.

Social Networking – The practice of expanding business and/or social contacts by making connections through web-based applications.

3.0 POLICIES AND PROCEDURES

A. All official City of Gardner presences on social media sites or services are considered an extension of the City's information networks and are governed by the City of Gardner's Social Media Policy and Personnel Policies. Official site(s) are administered by the ~~Administrative Services Manager~~, City Administrator, Public Information Officer or an official department designee and used for the limited purpose of informing the public about City business, services and events.

B. All City of Gardner social media site(s) must comply with applicable federal, state and City laws/ordinances, regulations and policies. This includes adherence with established laws

and policies regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws, Kansas Open Records Act (KORA), Kansas Open Meetings Act (KOMA), and information technology, web standards, brand standards and media policies established by the City of Gardner.

C. ~~Individual departments are encouraged to utilize social media~~. Prior to creation, department social media sites must be approved by the ~~Administrative Services Manager~~ City Administrator, Public Information Officer and Department ~~Head~~ Director. The ~~Administrative Services Manager~~ City Administrator and Public Information Officer (PUBLIC INFORMATION OFFICER) will work with departments to reach their goals by assisting with the development of social media sites and helping the department define a strategy for engagement using social media.

The ~~Administrative Services Manager~~ City Administrator and Public Information Officer will also discuss how departments will keep information current on social media sites in order to keep information timely and relevant. The City of Gardner understands that Social Media is an outlet and does not particularly adhere to normal business hours. However, it is essential that an expectation of service be designated that provides a framework for response times. If a response is warranted, during normal business hours (Monday-Friday), a response should be provided as quickly as the information can be captured. If a posting occurs outside of normal business hours, a response should be generated by the next business day. Information should not be released via social media unless it has been verified as factual. It is recommended that language be placed on the social media sites denoting appropriate response times.

~~Each department will have an official designee who is responsible for the management of its social media presence.~~ The ~~Administrative Services Manager~~ City Administrator and PUBLIC INFORMATION OFFICER will have administrative access to the sites, including username and password information, and will monitor content to ensure adherence with the Social Media Policy for appropriate use and to ensure that the message and branding are consistent with the goals of the City of Gardner. The City retains the authority to remove information and repeated violation of these standards may result in the removal of department sites from social media outlets.

D. Each social media site used by the City of Gardner will include an introductory statement that clearly specifies the purpose of the site and directs users to the City's website. In addition, wherever possible, links to information should direct users back to the City's official Web site for more information, forms, documents or online services necessary to conduct business with the City of Gardner.

E. Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City of Gardner and in accordance with all City of Gardner Personnel Policies and this Social Media Policy. Employees shall not disclose information about confidential City business on either the City's social media sites or their personal social media sites. ~~See section 4.0 – Guidelines for Employee Participation in Social Networking.~~ If applicable, disciplinary actions consistent with the City of Gardner Personnel Policies may be taken for misuse of postings.

Employees, appointed officials or elected officials utilizing outside agency social media sites shall follow the guidelines of this policy when posting as an identified member of a City board, commission or council, or when posting information related to City services,

events and programs. The guidelines set forth in Section G of 3.0 shall apply to outside agency postings.

F. Employees, appointed officials or elected officials may not post as "City of Gardner," on "City of Gardner" sites (or other sites that appear to be or allude to being official city pages) due to considerations and possible violations of the Kansas Open Meetings Act and are discouraged from discussing campaigns, issues and other political matters on

City accounts. In addition, the City will not sanction or support the creation of a social media site for City boards, commissions or councils due to possible violations of the Kansas Open Meetings Act.

G. City of Gardner social networking content and comments containing any of the following forms of content shall not be allowed for posting:

   a. Comments not topically related to the particular site or blog article being commented upon;
   b. Profane language or content;
   c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
   d. Sexual content or links to sexual content;
   e. Solicitations of commerce;
   f. Conduct or encouragement of illegal activity;
   g. Information that may tend to compromise the safety or security of the public or public systems;
   h. Content that violates a legal ownership interest of any party
   i. Employees, appointed officials or elected officials shall not initiate or participate in discussions related to policy creation or formation on social media sites; or
   j. Content that reflects negatively on the City of Gardner.

   The City reserves the right to remove content that is deemed in violation of this policy, applicable law, or the City of Gardner Personnel Policies. Any participants on the City's official social media site(s) who are in continual violation of the posting/commenting guidelines may be permanently removed from the City's site(s).

H. The City of Gardner reserves the right to temporarily or permanently suspend access to official City social media site(s) at any time.

I. If the City of Gardner begins operating under the special circumstances of a crisis, staff will immediately stop posting on their respective department sites. All sites will be redirected to the City's main social media sites to ensure followers receive consistent information from the City of Gardner. All communication in a crisis situation will be posted by the ~~Administrative Services Manager~~, City Administrator, Public Information Officer ~~(PIO~~) or an official designated by the City Administrator. ~~department designee~~. When the City decides to return to normal communications operations, individual departments may again post information related to City services, programs and events.

4.0 GUIDELINES FOR EMPLOYEE PARTICIPATION IN SOCIAL NETWORKING

The City of Gardner understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens. The City does not seek to control, through this policy or otherwise, the purely personal online content posted by City employees when that content is posted during non-working time, is posted using personal equipment, is not posted in an official capacity as an employee, appointed official or elected official of the City of Gardner, or is not otherwise disruptive to the City's vision, mission and values. The following guidelines apply to any online post that occurs:

- during working hours;
- is posted using City equipment; or
- identifies the City of Gardner, links to information about the City or identifies the individual's position with the City. In addition to being subject to the guidelines listed below, all such online activity is subject to the City's Computer, Email and Internet Use Policy and other policies found in the City of Gardner's Personnel Policies.

A. City policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting City business. Use of your City email address and/or communicating in your official capacity will constitute conducting City business.

B. City employees shall notify their supervisor and the City's Public Information Officer if they intend to create a social networking site or service to conduct City business.

C. Departments have the option of allowing employees to participate in existing social networking sites as part of their job duties that are related to their professional organizations. Department Directors ~~Heads~~ may allow or disallow employee participation in any social networking activities for work-related purposes in their departments, after consultation with the Public Information Officer and the Human Resources Manager.

D. Follow all privacy protection laws, i.e., HIPPA, and protect sensitive and confidential City information.

E. Follow all copyright laws, public record laws, retention laws, fair use and financial disclosure laws and other laws that might apply to the City or your functional area.

F. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.

G. Employees are personally responsible for the content they publish through social media sites. Identify yourself and make it clear that you are speaking for yourself and not on behalf of the City of Gardner. If you publish content on a Web site outside of the City of Gardner and it has something to do with the work you do or subjects associated with the City, use a disclaimer such as: "The postings on this site are my own and don't necessarily represent the City's position or opinions."

H. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would

not be acceptable in the City workplace, including things such as harassment and bullying.

I. If you identify yourself as a City employee, ensure that your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders. Infractions of these policies may result in disciplinary action up to and including termination of employment. (See City of Gardner Personnel Policies)

5.0 GUIDANCE FOR APPOINTED AND ELECTED OFFICIAL PARTICIPATION IN SOCIAL NETWORKING

The City recognizes that appointed and elected officials may wish to use social media and social networking to connect with constituents and to promote political agendas. When using social media, as with any other electronic communication, elected officials should be mindful of the risks associated with Kansas Open Meetings Act (KOMA) and recognize the potential for personal posts to be considered the official position of the City.

A. Account Names – Personal social media account names should not be tied to the City. This will help clarify that the individual is not speaking officially on behalf of the City.

B. Transparency –Appointed or elected officials who use personal social media sites should complete the profiles on those sites and reveal they are appointed or elected officials for the City. In addition, consider including a disclaimer such as: “The postings on this site are my own and don’t necessarily represent the City’s position or opinions.”

C. Honesty –Appointed or elected officials are personally responsible for the content they publish through social media sites. Please be mindful of all privacy and confidentiality laws when posting and that efforts to be honest don’t result in sharing non-public information related to employees, personnel data, claims or lawsuits or other non-public or confidential information.

D. Mistakes, Liability and Claims Against the City – If an appointed or elected official makes a factual mistake, it should be corrected as soon as the official is aware of the error. Corrections should be upfront and as timely as possible. As is consistent with social media etiquette, notify the reader of the correction by including something that designates the correction such as “Fixed Link,” “Updated Post,” or “Fact Correction” before the corrected information. To help prevent errors, appointed or elected officials should not post official information about the City. Potential errors could create City issues ranging from minor to significant, and some may create unforeseen liability issues. When appropriate, link back to the City website to provide official information on a subject.

   If an elected official makes an error related to official City business, he or she should contact the Public Information Officer to divulge the error and consult on the best manner in which to communicate the correct information. Depending on the type of error, the City may choose to correct the information in a range of official City communication vehicles such as the City Newsletter, website, during a board, commission or council meeting and, potentially, with the local media to ensure the corrected information is broadcast as widely as possible.

   Appointed or elected officials should also recognize that using personal technology to communicate on official City business could become inconvenient if a request for data is

made on a particular topic and that appointed or elected official has commented through his or her own equipment. Appointed or elected officials should consider maintaining separate file on their personal technology for City-related communications so they can easily produce any requested public information as required by the Kansas Open Records Act (KORA).

E. Add Value – There may be times when appointed or elected officials use social media to promote a position on a City issue. When this occurs, appointed or elected officials are encouraged to add value to the conversation by staying focused on the issue.

F. Mind the Law, Existing City Policies and Guidelines – Appointed or elected officials who use personal social media accounts are not immune from the law, or from the need to follow existing City policies related to electronic communications among board, commission or council members and the use of city-owned technology. Any information posted or responded to by appointed or elected officials should be done so in a manner that does not violate the letter or the spirit of KOMA.

   Appointed or elected officials should not upload, post, transmit or make available content known to be false, misleading or fraudulent, or to post photos that infringe on trademark, copyright or patent rights of others.

   Appointed or elected officials should not post non-public and confidential information such as information related to employees, personnel data, claims or lawsuits or other non-public or confidential information.

   Appointed or elected officials should not use city-owned equipment to post to personal sites content that violates existing city policies, that exhibits hate, bias, discrimination, and pornography, libelous or otherwise defamatory content.

G. Stop Discussing Issues if asked to do so by the City – There may be instances in which an appointed or elected official should not comment on a particular City issue. This could occur if the discussion might violate laws, regulations or confidentiality, or if a claim or lawsuit has been filed against the City. The City Administrator or the Public Information Officer may contact an elected or appointed official with the request to stop commenting on a particular issue.

H. Campaigning – Appointed or elected officials shall not use official City social media sites for campaigning purposes.

   Contact By Media – Appointed or elected officials who are contacted by the media on a topic of official City business should feel free to refer to the Public Information Officer for assistance.

GARDNER
KANSAS
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SOCIAL MEDIA POLICY ACKNOWLEDGEMENT FORM

I, the undersigned, hereby acknowledge that I have read the current version of the City of Gardner Social Media Policy – *Revised October, 2020*

I further understand that the Social Media Policy provides guidance and outlines restrictions for use of City equipment for social media purposes, and I agree to comply with the policy as presented.

_____
Name (please print)

_____
Signature Date

Original to be placed in the employee's personnel file.

City of Gardner, KS

Council Actions

October 5, 2020

The City Council took the following actions at the October 5, 2020, meeting:

1. Proclaimed the month of October 2020 as Fire Prevention Month in the City of Gardner, Kansas
2. Proclaimed the month of October 2020 as Community Planning Month in the City of Gardner, Kansas
3. Proclaimed the week of October 4-10, 2020 as Public Power Week in the City of Gardner, Kansas
4. Proclaimed the month of October 2020 as Breast Cancer Awareness Month in the City of Gardner, KS
5. Approved the minutes as written for the regular meeting held October 5, 2020. (Passed unanimously)
6. Approved City expenditures prepared September 18, 2020 in the amount of $956,871.14; and September 25, 2020 in the amount of $1,042,117.50. (Passed unanimously)
7. Accepted the sanitary sewer easement dedications by separate instruments for Hilltop Ridge Subdivision. (Passed unanimously)
8. Authorized the execution of the Johnson County Coronavirus Relief Fund Subrecipient Grant Agreement. (Passed unanimously)
9. Adopted Resolution No. 2060, a resolution providing the Authority to Award the Contract and Commitment of City Funds for the I-35 and Gardner Road Interchange Project. (Passed unanimously)
10. Adopted Resolution No. 2061, a resolution of the City of Gardner, Kansas, approving the execution and delivery of an amended and restated development agreement for a development project within the City; and waiving notice of the exercise of a purchase option in connection with the City's Industrial Revenue Bonds (Taxable Under Federal Law, Series 2020 (Main Street Market Place). (Passed unanimously)
11. Adopted Resolution No. 2062, a resolution providing for the adoption of a revision to the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas. (Passed unanimously)
12. Adopted Resolution No. 2063, a resolution providing for the adoption of a revision to the Social Media Policy for the City of Gardner, Kansas. (Passed unanimously)