AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, August 16, 2021, 7:00 p.m.

*If you wish to provide written public comment regarding any items below by email, please provide them by noon on August 16, 2021 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

PUBLIC HEARINGS

1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the distribution of cereal malt beverage, wine, and spirits samples within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park

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 August 2, 2021
2. Standing approval of City expenditures prepared July 30, 2021 in the amount of $431,228.63; August 6, 2021 in the amount of $316,714.12
3. Consider accepting a quit claim deed from Prairiebrooke Development Company, L.P. and authorize the purchase of Tract "A"
4. Consider authorizing an agreement with Automated Merchant Systems, Inc. (AMS) for credit card processing services for the Utility Billing Division's integrated voice response system (IVR)
5. Consider accepting the dedication of right-of-way and easements for the Waverly, US-56 to Fountain Project
6. Consider authorizing the execution of an agreement with Go Full Cloud for Office 365 licensing
7. Consider reappointments to the Airport Advisory Board
8. Consider the execution of a Right-of-Way Maintenance Agreement for the Prairie Trace Estates development project
9. Consider the acceptance of permanent easement dedication documents for the Prairie Trace Sanitary Sewer Improvements project
10. Consider an amendment to the current engineering services contract with George Butler and Associates (GBA) for the design of the West Prairie Trace Sanitary Sewer Improvements
11. Consider appointing a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors
12. Consider accepting a Water and Development Agreement between Conestoga Expansion, LLC and the City of Gardner

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving a rezoning for the proposed Treadway Apartments, and consider accepting the associated Site Plan
2. Consider adopting an ordinance approving a rezoning for the proposed Cypress Creek subdivision, and consider accepting the associated Preliminary Development Plan

OLD BUSINESS

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

AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, August 16, 2021, 7:00 p.m.

NEW BUSINESS

1. Consider a request for a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park
2. Consider authorizing the execution of a contract with Allied Power Group for repair and improvement work on the Gas Turbine cooling system
3. Consider adopting an ordinance establishing the date and time limitations for the discharge of fireworks within the City of Gardner

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.

COUNCIL ACTION FORM — PUBLIC HEARING ITEM NO. 1

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider holding a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the distribution of cereal malt beverage, wine, and spirits samples within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park

Strategic Priority: Quality of Life

Department: Parks and Recreation

Background/Description of Item:
The City of Gardner is hosting the Grand Slam Craft Beer, Wine and Spirits Fest at Celebration Park on October 1, 2021.

Staff is requesting an area to distribute samples of alcohol and cereal malt beverages (CMB) during the event. The Gardner Municipal Code (5.20.040) allows for the consumption of alcohol and CMBs at Celebration Park with an off-premises license being required.

The distribution of CMBs, wine, and spirits samples will be located at Celebration Park within the fenced baseball complex and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at the entrances. The hours of operation will be from 7:00 pm to 110:00 pm.

Since the location of the proposed usage area is within 200 feet of a school, a public hearing is required to be held.

The waiver will be for October 1, 2021 only with the following restrictions:

- The location as shown on the map as provided.
- Hours of operation: 7:00 pm to 10:00 pm

Suggested Motion:
Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the distribution of cereal malt beverage, wine, and spirits samples within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park

Johnson Co AIMS Map
LEGEND
AIMS Imagery: Current Imagery (2016)
159th St
Waverly Rd
© 2017 Johnson Co. AIMS - aims.jocogov.org
AIMS

RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2021 – 102
August 2, 2021

The City Council of the City of Gardner, Kansas met in regular session on August 2, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk (via phone), and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Superintendent Adraina Holopirek; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the 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 7:06 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. 2021 Gardner Fireworks Survey Results

Deputy City Administrator Amy Nasta presented the results from the 2021 fireworks survey. At the July 6, 2021, Gardner City Council meeting, the Governing Body requested that staff conduct a citizen survey regarding fireworks. The survey was hosted on SurveyMonkey from Friday, July 9, 2021, through Friday, July 23, 2021. Staff notified residents of the survey via the city website, social media, Constant Contact, and TextCaster. While there are varied methods for hosting a survey, SurveyMonkey was selected to provide an efficient, cost-effective method for gathering citizen responses. 3,358 responses were received, just over 2,000 more responses than any previous city survey hosted on SurveyMonkey. This also includes three paper copies supplied as part of a request for accommodation. While the sample size of paper copies is small, the responses varied in a manner similar to those in the electronic responses. The answer to the first survey question, “are you a Gardner resident?” gated the balance of the questions. Only those responding affirmatively were able to complete the survey. 3,256 respondents, or 97.05%, indicated they were Gardner residents. Respondents were asked to detail any fireworks-related concerns they may have experienced, and could select as many items as they wished. About 52% of respondents indicated they had no fireworks-related concerns, while concerns with debris and about fireworks being discharged outside of allowed dates or times were each identified as concerns by 32-36% of respondents. Six percent of respondents identified property damage as a concern. This question allowed respondents to utilize a textbox to specify any other concerns they experienced. About 9% of respondents provided a verbatim response to the question regarding concerns. These responses were then categorized and shown in the presentation. The size of each category name is representative of the amount of times a particular concern was included in the response, with concerns regarding dates and times, locations, the type of fireworks being utilized, and noise being the most prevalent. Other responses included positive comments, concerns about neighbors, safety concerns, comments regarding enforcement, and concerns about high impact groups. When asked if the discharge of fireworks should be allowed in Gardner, 79% of respondents indicated fireworks should be allowed, while 21% indicated fireworks should not be allowed. The next three survey questions discussed the degree of restriction that respondents believe dates, times, and locations for fireworks discharge should be subject to as compared to the 2021 regulations. Response categories were comprised of a five-point scale, ranging from “significantly more restrictive” to “Significantly less restrictive”, with a neutral option of “stay about the same”. For dates of discharge, approximately 48% of respondents felt that the dates should remain the same, while approximately 36% believed the dates should be more restrictive, and 16% believed they should be less restrictive. For times of discharge, approximately 55% of respondents felt that the times should remain the same, while approximately 33% believed the times should be more restrictive, and 12% believed they should be less restrictive. Respondents were asked to rate how they felt about the current seven day period for fireworks sales. Approximately 63% of respondents felt the time frame was “just right”. 23% believed the period included too many days, and approximately 14% believed too few days were included. For locations of discharge, approximately 59% of respondents felt that the locations should remain the same, while approximately 29% believed the times should be more restrictive, and 12% believed they should be less restrictive. Respondents

were asked to specify the number of days they believed fireworks should be sold. Approximately 64% of respondents believe fireworks should be sold for seven days or more. An additional 26% believe sales should last somewhere between 1-5 days. Five percent of respondents believe fireworks should not be sold at all. About 2% of respondents feel the days of sale should be related to the days allowed for discharge. Respondents were asked to rate the number of days the discharge of fireworks was allowed. Approximately 53% believed the current amount of three days was just right, 31% of respondents felt there were too many days allowed for discharge, while 16% believed there were too few days included. Respondents were asked if the discharge of fireworks should be allowed on the day after Independence Day. The responses were split, with 49% saying discharge should be allowed after Independence Day, and 51% indicating it should not be allowed. Then the respondents were asked to rank four sets of dates and an "other" category, which allowed them to enter their own set of dates. July 2-July 4 obtained the highest ranking, followed by a close ranking between July 3 and 4 and July 3-5. July 4 only received a significantly lower ranking, while the "other" category received the lowest ranking of all. Respondents were asked to rate the current fireworks end time of 11:00 PM. 62% of respondents felt the end time was just right, 28% of respondents felt the end time was too late, while 10% believed it was too early. Finally, respondents were asked if the discharge of fireworks should be allowed later on Independence Day itself than on other days. The responses were split, with 51% saying discharge should be allowed later on Independence Day, and 49% indicating it should not. Staff will provide a copy of the results of the survey on the City's website for the public to view later this week.

Mayor Shute asked if individual responses be included on the website. Nasta can include comparison categories, but can't sort them by individual. Shute asked about the free form comments. Nasta will include free form comments that are non-numerical.

Councilmember Baldwin said the data reinforced that fireworks are popular, and beat the last survey by 2000. They may consider switching to the 2nd through the 4th, and allow the 4th to midnight. Councilmember Gregorcyk supports the 2nd-4th, and limiting the days of sale. Baldwin said the data doesn't support that. Shute said the majority thinks 7 days is sufficient. Gregorcyk asked for consideration. Shute asked for consensus. Councilmember Deaton asked if they want to send it to the citizen committee. She noted most people like how it is. Baldwin said it doesn't need to go back to the committee when the majority spoke on the same. The data supports the 2nd-4th, then later on the 4th. Councilmember Roberts asked if they could consider New Year's Eve in. Nasta said some verbatim responses were for NYE. Baldwin asked for support to change to the 2nd-4th. Shute confirmed consensus. Baldwin asked about midnight on the 4th? Deaton said communication is an issue. Having the same hours each day is easier to communicate. Winters and Gregorcyk agreed. Gregorcyk said the survey is a small sample size. Baldwin asked about setting it at midnight on 2nd-4th? Roberts said that's late, supports 11pm. Winters and Gregorcyk support 11pm. Shute suggested keeping it at 11pm. Baldwin asked for support for NYE. Roberts supports, Gregorcyk said no. Shute asked what NYE times would be. Deaton said times would go past midnight. Roberts said its one day. Deaton asked how late they would be allowed. Winters and Gregorcyk don't support allowing them on the New Year holiday. Baldwin suggested from 11:30pm to 12:30am, not a whole day. Shute doesn't support, but asked if there is consensus. Roberts, Deaton and Baldwin said yes. Nasta can bring it back as ordinance for voting. Deaton liked the one hour from 11:30p-12:30a. Roberts said people shoot them off anyway. It would free PD for more important calls on NYE. Chief Belcher said one local jurisdiction allows on NYD only. He recommends no on NYE or NYD. Administrator Pruetting will bring something forward for discussion. Gregorcyk asked about using the permitting process to regulate the size or gauge of fireworks. Pruetting said the state law allows for class C fireworks, but internally they can make a rule they can't sell then in the city. Director Knopick said compliance would be an issue with additional inspections. Currently they only inspect stands when they first go up. They would need additional inspections to check the inventory, including storage containers. Shute said they can lose license for violating state restrictions, but can drive to Missouri. Gregorcyk suggested using the permit process and doing spot checks, and reducing the number of fireworks stands. Knopick said number of stands has held steady at 8-10. Gregorcyk recommends 6-8. City Attorney Denk said the ordinance provides specific detail about nature and grade of fireworks. Pruetting said he's referring to limiting the class C mortars. Baldwin said those are what the tents sell and they are expensive. Shute said there's concern in the community about that size of explosive and the noise. Deaton said that size is legal in Kansas, and people can buy them anywhere. The police would not be able to enforce, and it would hurt the city's tent sales. Baldwin said the only way to control what is bought is to get it through

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vendor. They won't want to lose their license. Differentiating which class C fireworks are allow and which ones aren't will deter vendors. Deaton is not in favor of changing the class; they should follow state law. Winters and Roberts agreed. Gregorcyk said municipalities can have stricter requirements. Permitting process can limit them. The portion of the community that are triggered should be considered. Shute asked for consensus to move forward with the permit change. Roberts, Winters, Baldwin, and Deaton said no; there was no consensus. Shute said staff will bring an ordinance for consideration at a later meeting.

PUBLIC HEARINGS

PUBLIC COMMENTS

No members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on July 19, 2021**
2. **Standing approval of City expenditures prepared July 16, 2021 in the amount of $919,367.05; July 16, 2021 in the amount of $7,899.42; and July 23, 2021 in the amount of $1,095,961.20.**
3. **Consider authorizing the purchase of a laptop and accessories**
4. **Consider authorizing the execution of a contract with Ford Hall Company for Kill Creek WRRF Clarifier Improvements**
5. **Consider a funding request from the Southwest Johnson County Economic Development Corporation for a portion of a marketing campaign**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. **Consider adopting an ordinance authorizing the issuance and delivery of $4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due**

Finance Director Matt Wolff said the next four business items are related to the 2021 debt sales. Bruce Kimmel, Ehlers, and Tyler Ellsworth, Kutak Rock, are presenting. Mr. Kimmel said the results were very good. He summarized the bond sales and what they will finance. They received 10 bids on 2021A bond. Piper Sandler was the winning bid, with a true interest cost of 0.90 %. In terms of refunding portions of the financing, they achieved a net savings of $337,000. Mr. Kimmel said Director Wolff and Fiscal Services Manager Nancy Torneden have done a great job communicating with S&P over the years. When setting up the rating call for these transactions, S&P didn't need a call. That shows the respect that S&P has for Gardner's financial services staff and the quality of information that has been provided over the years. Kimmel continued, summarizing the B bonds. They received 4 bids; there are less ids on taxable bonds than tax-exempt. The winning bid came from Commerce Bank. These bonds go out for 20 years. The true interest cost is 1.95%; the pre-sale estimate was 2.5%. Special assessments will be paying this debt service.

Councilmember Baldwin said it's great they have AA- rating; they saved 1.36 mills. Mayor Shute said this is coming from bond and interest fund. Councilmember Gregorcyk asked why Commerce was attracted to the bond. Mr.

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Kimmel speculated an investor was looking for safety of an AA- rating but didn't need the tax advantages. They were willing to accept a yield of less than 2%. Gregorcyk said the lowest bid or best price versus value wins out.

Councilmember Baldwin made a motion to adopt an ordinance authorizing the issuance and delivery of $4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2712.

Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes
Winters:	Yes

2. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Councilmember Deaton made a motion to adopt a resolution prescribing the form and details of and authorizing the delivery of $4,710,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2021A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2089.

Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes

3. Consider adopting an ordinance authorizing the issuance and delivery of $2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on the bonds as they become due

Councilmember Deaton made a motion to adopt an ordinance authorizing the issuance and delivery of $2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2713.

Baldwin:	Yes
Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes

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4. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $2,185,000 principal amount of General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Councilmember Deaton made a motion to adopt a resolution prescribing the form and details of and authorizing the delivery of $2,185,000 principal amount of taxable General Obligation Bonds, Series 2021B (taxable under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2090.

Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes

5. Consider adopting a resolution approving the 2022-2026 County Assistance Road System Program

Public Works Director Kellen Headlee said each year the city prepares a 5-year plan for the County Assistance Road System (CARS) program. The funding is used for up to 50% of construction on arterial road system projects. This year's 5-year plan, 2022-2026, the focus is on the 2022 submission, because that's the submission that will be reviewed for funding this year by the BOCC. Staff recommended 167th, Center to Moonlight, because it is the most pressing need in both condition and use factors.

Shute asked if the scope of improvement will include shoulders. Headlee said no; this project is resurfacing to preserve pavement. Shute asked if the CIE addresses that. Headlee is not aware of full depth replacement. Gregorcyk asked why shoulders were not considered, and is this roadway part of the half-cent sales tax. Headlee said when an arterial road is completely replaced it would get shoulders. This was a country road first, then an unimproved paved road. The use and pavement condition don't require bringing it to a fully improved arterial at this time. Pruetting said the expense of that improvement would be in the millions. This is a mill and overlay improvement, not complete redesign. Gregorcyk asked when it meets the requirement. It's heavily traveled. Headlee said they are updating traffic counts and getting a condition update on the road network later this year; that will inform future planning on the arterial network. Those two are primary drivers for repairs or upgrades. Baldwin said mill and overlay is appropriate now. Once this is done, the new overlay will attract more development to the north side. As traffic counts rise, they will need a turn lane, then it would be a rebuild and shoulders would be improved.

Shute asked what would be done about 199th Street. It needs improvements. The county was planning improvements before the city took jurisdiction. Headlee said CARS looks at a 5-year running rate of a per capita share of the CARS program, and Gardner is about 125% of its share. The typical 5-year run is about $500,000. The section of 199th St. needs over $3 Million to add shoulders and resurfacing. It can be included in CARS program, but looked at as entirety of arterial system. It's not on the 5-year plan right now, but the plan changes as conditions update. Shute said that road was previously budgeted by the county to be widened before the city took over. Pruetting said will be part of the discussion; there is a meeting on August 18. They will focus on truck traffic.

Councilmember Deaton made a motion to adopt a resolution approving a five-year program for road improvements for 2022-2026 within the City of Gardner, Kansas

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2091.

Winters:	Yes

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Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes

COUNCIL UPDATES

Recreation Superintendent Holopirek said Gardner Grind is August 21; over 200 people signed up so far. Grand Slam Wine, Beer and Spirits Fest tickets went on sale today.

Director Wolff said his staff will work on budget draft and prepare for public hearing. Mayor Shute personally appreciates the hard work that Wolff and his staff do. The comments from Mr. Kimmel were well earned; he extended gratitude from the governing body.

City Administrator Pruetting said they received the first payment of ARPA funds. Mayor Shute said there will be discussions on disbursement of funds. Pruetting said they haven't received final guidance yet. Director Wolff said they will have a presentation or worksession after they have final guidance.

Mayor Shute said they had an EDC meeting with Lt. Governor who has championed mid-range cities like Gardner to get more tools for economic development incentives. There have been more eco dev bills passed in the last year than in the previous 10 years, and he hoped that will trickle down to the city.

EXECUTIVE SESSION

1. **Consider entering into executive session to discuss matters of attorney-client privilege related to proposed development projects**

Councilmember Baldwin made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b)(2), to discuss matters of attorney-client privilege related to proposed development projects beginning at 8:13 pm; returning to regular session at 8:43 pm.

Councilmember Deaton Seconded.

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

Councilmember Gregorcyk made a motion to resume regular session at 8:43 p.m.

Councilmember Winters seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (1 Absent)

Councilmember Roberts made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b)(2), to discuss matters of attorney-client privilege related to proposed development projects beginning at 8:44 pm; returning to regular session at 8:59 pm.

Councilmember Winters Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (1 Absent)

Councilmember Baldwin made a motion to resume regular session at 8:59 p.m.

Councilmember Deaton seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Baldwin and seconded by Councilmember Deaton the meeting adjourned at 9:00 p.m.

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City Clerk

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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
0004834	00	ADVENTHEALTH							
584526		004007		00	07/30/2021	601-1230-412.31-15	POST OFFER & RANDOM PHYS.	EFT:	779.00
							VENDOR TOTAL *	.00	779.00
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-07162021		004020		00	07/30/2021	501-4110-441.40-03	ANSWERING SERVICES	EFT:	192.85
7589-07162021		004020		00	07/30/2021	521-4230-442.31-15	ANSWERING SERVICES	EFT:	32.86
7589-07162021		004020		00	07/30/2021	531-4330-443.31-15	ANSWERING SERVICES	EFT:	32.86
							VENDOR TOTAL *	.00	258.57
0004994	00	BENEFITS DIRECT							
A009128 RECON		004058		00	07/30/2021	001-1120-411.21-01	MEDICAL MONTHLY BILLING	EFT:	41.70
A009128 RECON		004057		00	07/30/2021	001-1140-411.31-15	MEDICAL MONTHLY BILLING	EFT:	382.50
A009128 RECON		004059		00	07/30/2021	001-1140-411.21-01	MEDICAL MONTHLY BILLING	EFT:	16.28
A009128 RECON		004060		00	07/30/2021	001-1150-411.21-01	MEDICAL MONTHLY BILLING	EFT:	6.50
A009128 RECON		004062		00	07/30/2021	001-1305-413.21-01	MEDICAL MONTHLY BILLING	EFT:	16.28
A009128 RECON		004063		00	07/30/2021	001-1310-413.21-01	MEDICAL MONTHLY BILLING	EFT:	62.10
A009128 RECON		004065		00	07/30/2021	001-1330-413.21-01	MEDICAL MONTHLY BILLING	EFT:	27.80
A009128 RECON		004067		00	07/30/2021	001-2110-421.21-01	MEDICAL MONTHLY BILLING	EFT:	77.54
A009128 RECON		004068		00	07/30/2021	001-2120-421.21-01	MEDICAL MONTHLY BILLING	EFT:	266.68
A009128 RECON		004069		00	07/30/2021	001-2130-421.21-01	MEDICAL MONTHLY BILLING	EFT:	6.50
A009128 RECON		004070		00	07/30/2021	001-3110-431.21-01	MEDICAL MONTHLY BILLING	EFT:	13.90
A009128 RECON		004071		00	07/30/2021	001-3116-431.21-01	MEDICAL MONTHLY BILLING	EFT:	9.78
A009128 RECON		004072		00	07/30/2021	001-3120-431.21-01	MEDICAL MONTHLY BILLING	EFT:	66.02
A009128 RECON		004073		00	07/30/2021	001-3130-431.21-01	MEDICAL MONTHLY BILLING	EFT:	57.08
A009128 RECON		004082		00	07/30/2021	001-6105-461.21-01	MEDICAL MONTHLY BILLING	EFT:	60.30
A009128 RECON		004083		00	07/30/2021	001-6120-461.21-01	MEDICAL MONTHLY BILLING	EFT:	64.48
A009128 RECON		004084		00	07/30/2021	001-7110-471.21-01	MEDICAL MONTHLY BILLING	EFT:	44.08
A009128 RECON		004085		00	07/30/2021	001-7120-471.21-01	MEDICAL MONTHLY BILLING	EFT:	43.24
A009128 RECON		004075		00	07/30/2021	501-4110-441.21-01	MEDICAL MONTHLY BILLING	EFT:	40.80
A009128 RECON		004076		00	07/30/2021	501-4120-441.21-01	MEDICAL MONTHLY BILLING	EFT:	47.30
A009128 RECON		004077		00	07/30/2021	501-4130-441.21-01	MEDICAL MONTHLY BILLING	EFT:	109.46
A009128 RECON		004078		00	07/30/2021	521-4210-442.21-01	MEDICAL MONTHLY BILLING	EFT:	13.90
A009128 RECON		004079		00	07/30/2021	521-4220-442.21-01	MEDICAL MONTHLY BILLING	EFT:	61.20
A009128 RECON		004080		00	07/30/2021	521-4230-442.21-01	MEDICAL MONTHLY BILLING	EFT:	62.68
A009128 RECON		004081		00	07/30/2021	531-4320-443.21-01	MEDICAL MONTHLY BILLING	EFT:	47.30
A009128 RECON		004061		00	07/30/2021	601-1230-412.21-01	MEDICAL MONTHLY BILLING	EFT:	13.90
A009128 RECON		004066		00	07/30/2021	602-1340-413.21-01	MEDICAL MONTHLY BILLING	EFT:	41.70
A009128 RECON		004074		00	07/30/2021	603-3150-431.21-01	MEDICAL MONTHLY BILLING	EFT:	6.50
A009128 RECON		004064		00	07/30/2021	604-1320-413.21-01	MEDICAL MONTHLY BILLING	EFT:	36.68
A009128 RECON		004054		00	07/30/2021	721-0000-202.03-07	MEDICAL MONTHLY BILLING	EFT:	10,579.26
A009128 RECON		004055		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	12,592.54-
A009128 RECON		004056		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	269.10
							VENDOR TOTAL *	.00	
0000462	00	CITY OF OVERLAND PARK							
KCMMB GARDNER		004021		00	07/30/2021	001-3130-431.46-02	KCMMB MEMBERSHIP	2,776.63	
							VENDOR TOTAL *	2,776.63	
0001538	00	CODE PUBLISHING 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
0001538	00	CODE PUBLISHING COMPANY							
70315		004007		00	07/30/2021	001-1150-411.31-15	CODE PUBLISHING	EFT:	1,401.00
							VENDOR TOTAL *	.00	1,401.00
0004408	00	DORMAKABA USA, INC							
613301		004007		00	07/30/2021	603-3150-431.31-15	THRESHOLD ADJ JUSTICE CTR	EFT:	205.00
							VENDOR TOTAL *	.00	205.00
0004946	00	EVERGY							
7011930732		0721004020		00	07/30/2021	531-4320-443.40-05	MONTHLY BILLING	352.99	
6466308678		0721004020		00	07/30/2021	531-4320-443.40-05	MONTHLY BILLING	18.14	
							VENDOR TOTAL *	371.13	
0002956	00	FASTENAL CO.							
KSKA3144209		004020		00	07/30/2021	501-4120-441.52-12	SUPPLIES	EFT:	11.91
KSKA3144210		004020		00	07/30/2021	501-4120-441.52-12	SUPPLIES	EFT:	37.15
							VENDOR TOTAL *	.00	49.06
0004996	00	FLEX MADE EASY							
07282021		004020		00	07/30/2021	721-0000-202.03-11	CONTRIBUTIONS	EFT:	935.32
							VENDOR TOTAL *	.00	935.32
0001849	00	GAY, WILLIAM D AND PATRICIA A,CK GRP-B							
504 E MAIN ST		004010		00	07/30/2021	130-3130-431.62-04	TEMPORARY EASEMENT	1,296.00	
503 E MAIN ST		004011		00	07/30/2021	130-3130-431.62-04	TEMPORARY EASEMENT	241.00	
505 E MAIN ST		004011		00	07/30/2021	130-3130-431.62-04	TEMPORARY EASEMENT	155.00	
517 E MAIN ST		004011		00	07/30/2021	130-3130-431.62-04	TEMPORARY EASEMENT	308.00	
512 E MAIN ST		004011		00	07/30/2021	130-3130-431.62-04	TEMPORARY EASEMENT	863.00	
							VENDOR TOTAL *	2,863.00	
0099999	00	GRED LEROW							
30787153		004009		00	07/30/2021	001-0000-347.11-00	SHELTER REFUND	40.00	
							VENDOR TOTAL *	40.00	
0099999	00	GREG LEROW							
30787121		004009		00	07/30/2021	001-0000-347.11-00	SHELTER REFUND	40.00	
							VENDOR TOTAL *	40.00	
0001840	00	GT DISTRIBUTORS INC							
INV0853732		004007		00	07/30/2021	001-2110-421.53-02	ANGLED FORE GRIPS	EFT:	92.16
INV0853472		004007		00	07/30/2021	001-2110-421.53-02	ANGLED FORE GRIPS	EFT:	46.08
							VENDOR TOTAL *	.00	138.24
0000463	00	HOLIDAY CONTRACTING, INC.							
1500260482		004007		00	07/30/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
							VENDOR TOTAL *	.00	143.00
0005013	00	HSA BANK							
W321201		004019		00	07/27/2021	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	129.50
							VENDOR TOTAL *	.00	129.50
0005000	00	HUMANA INSURANCE 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
0005000	00	HUMANA INSURANCE COMPANY							
702625423		RECON004027		00	07/30/2021	001-1120-411.21-01	MEDICAL MONTHLY BILLING	EFT:	3,914.78
702625423		RECON004028		00	07/30/2021	001-1140-411.21-01	MEDICAL MONTHLY BILLING	EFT:	1,556.32
702625423		RECON004029		00	07/30/2021	001-1150-411.21-01	MEDICAL MONTHLY BILLING	EFT:	536.22
702625423		RECON004031		00	07/30/2021	001-1305-413.21-01	MEDICAL MONTHLY BILLING	EFT:	1,556.32
702625423		RECON004032		00	07/30/2021	001-1310-413.21-01	MEDICAL MONTHLY BILLING	EFT:	5,183.80
702625423		RECON004034		00	07/30/2021	001-1330-413.21-01	MEDICAL MONTHLY BILLING	EFT:	2,229.26
702625423		RECON004036		00	07/30/2021	001-2110-421.21-01	MEDICAL MONTHLY BILLING	EFT:	7,450.22
702625423		RECON004037		00	07/30/2021	001-2120-421.21-01	MEDICAL MONTHLY BILLING	EFT:	21,169.01
702625423		RECON004038		00	07/30/2021	001-2130-421.21-01	MEDICAL MONTHLY BILLING	EFT:	536.22
702625423		RECON004039		00	07/30/2021	001-3116-431.21-01	MEDICAL MONTHLY BILLING	EFT:	1,020.10
702625423		RECON004040		00	07/30/2021	001-3120-431.21-01	MEDICAL MONTHLY BILLING	EFT:	6,225.38
702625423		RECON004041		00	07/30/2021	001-3130-431.21-01	MEDICAL MONTHLY BILLING	EFT:	4,661.44
702625423		RECON004049		00	07/30/2021	001-6105-461.21-01	MEDICAL MONTHLY BILLING	EFT:	4,910.36
702625423		RECON004050		00	07/30/2021	001-6120-461.21-01	MEDICAL MONTHLY BILLING	EFT:	5,342.38
702625423		RECON004051		00	07/30/2021	001-7110-471.21-01	MEDICAL MONTHLY BILLING	EFT:	3,490.76
702625423		RECON004052		00	07/30/2021	001-7120-471.21-01	MEDICAL MONTHLY BILLING	EFT:	2,911.32
702625423		RECON004042		00	07/30/2021	501-4110-441.21-01	MEDICAL MONTHLY BILLING	EFT:	3,301.70
702625423		RECON004043		00	07/30/2021	501-4120-441.21-01	MEDICAL MONTHLY BILLING	EFT:	4,754.94
702625423		RECON004044		00	07/30/2021	501-4130-441.21-01	MEDICAL MONTHLY BILLING	EFT:	9,591.58
702625423		RECON004045		00	07/30/2021	521-4210-442.21-01	MEDICAL MONTHLY BILLING	EFT:	1,209.16
702625423		RECON004046		00	07/30/2021	521-4220-442.21-01	MEDICAL MONTHLY BILLING	EFT:	5,818.70
702625423		RECON004047		00	07/30/2021	521-4230-442.21-01	MEDICAL MONTHLY BILLING	EFT:	5,446.58
702625423		RECON004048		00	07/30/2021	531-4320-443.21-01	MEDICAL MONTHLY BILLING	EFT:	4,322.24
702625423		RECON004026		00	07/30/2021	601-1230-412.31-15	MEDICAL MONTHLY BILLING	EFT:	139.05
702625423		RECON004030		00	07/30/2021	601-1230-412.21-01	MEDICAL MONTHLY BILLING	EFT:	536.22
702625423		RECON004053		00	07/30/2021	601-1230-412.31-15	MEDICAL MONTHLY BILLING	EFT:	804.82
702625423		RECON004035		00	07/30/2021	602-1340-413.21-01	MEDICAL MONTHLY BILLING	EFT:	3,627.48
702625423		RECON004033		00	07/30/2021	604-1320-413.21-01	MEDICAL MONTHLY BILLING	EFT:	4,798.16
702625423		RECON004024		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	138,421.35-
702625423		RECON004025		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	21,376.83
							VENDOR TOTAL *	.00	
0000102	00	ICMA RETIREMENT TRUST - 457							
578753		004016		00	07/28/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 102	7,596.57
							VENDOR TOTAL *	.00	7,596.57
0004336	00	INSTAFUN KC PHOTOBOOTH LLC							
GARDNER GRIND		004007		00	07/30/2021	001-6110-461.54-51	PHOTO BOOTH RENTAL	EFT:	450.00
							VENDOR TOTAL *	.00	450.00
0099999	00	JAMES & LUCY WILSON LIVING TRUST							
REBATE		004017		00	07/30/2021	001-1130-411.58-00	ANNEXATION PROP REBATE	2,015.75	
							VENDOR TOTAL *	2,015.75	
0000995	00	JCI INDUSTRIES INC.							
8211367		004020		00	07/30/2021	521-4220-442.52-12	COLLAR CONNECTOR	EFT:	88.52
							VENDOR TOTAL *	.00	88.52
0002760	00	KA-COMM, 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
0002760	00	KA-COMM, INC							
180225		004007		00	07/30/2021	001-2120-421.43-05	POLICE RADIO REPAIR	EFT:	69.18
180216		004007		00	07/30/2021	001-2120-421.43-05	REPAIR SPEAKER MIC	EFT:	55.77
							VENDOR TOTAL *	.00	124.95
0000300	00	KANSAS DEPT OF REVENUE							
1200-AK25-23B5		004016		00	07/20/2021	001-0000-207.20-00	JUNE '21 SALES TAX	CHECK #: 103	4,363.44
1200-7NT7-82YG		004016		00	07/20/2021	501-0000-207.20-00	JUNE '21 SALES & USE TAX	CHECK #: 103	58,922.51
1200-7NT7-82YG		004015		00	07/20/2021	501-4110-441.48-02	JUNE '21 SALES & USE TAX	CHECK #: 103	240.00
1200-7NT7-82YG		004016		00	07/20/2021	501-4120-441.48-02	JUNE '21 SALES & USE TAX	CHECK #: 103	257.83
1200-7NT7-82YG		004016		00	07/20/2021	501-4130-441.48-02	JUNE '21 SALES & USE TAX	CHECK #: 103	100.29
1200-7NT7-82YG		004016		00	07/20/2021	501-4140-441.63-73	JUNE '21 SALES & USE TAX	CHECK #: 103	337.38
1200-AK25-23B5		004016		00	07/20/2021	551-0000-207.20-00	JUNE '21 SALES TAX	CHECK #: 103	648.60
1200-7NT7-82YG		004016		00	07/20/2021	603-3150-431.48-02	JUNE '21 SALES & USE TAX	CHECK #: 103	129.36
1200-7NT7-82YG		004016		00	07/20/2021	604-1320-413.48-02	JUNE '21 SALES & USE TAX	CHECK #: 103	239.21
							VENDOR TOTAL *	.00	65,238.62
0002671	00	KANSAS GAS SERVICE							
105901600	0721	004007		00	07/30/2021	551-4520-445.40-04	MONTHLY BILLING	56.90	
							VENDOR TOTAL *	56.90	
0004396	00	KANSAS PRO SOUND, LLC							
07232021		004007		00	07/30/2021	001-6110-461.54-51	ENLARGE SCREEN/VIDEO BOAR	EFT:	1,500.00
							VENDOR TOTAL *	.00	1,500.00
0000332	00	KANSAS STATE TREASURER							
59904		004019		00	07/29/2021	301-9100-491.71-01	2012A KC SAN SWR	CHECK #: 100	190,000.00
59904		004019		00	07/29/2021	301-9100-491.71-02	2012A KC SAN SWR	CHECK #: 100	32,365.63
							VENDOR TOTAL *	.00	222,365.63
0005090	00	KAT WHOLESALE OUTDOOR							
SI-215300		004004		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-215355		004005		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-215448		004005		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-215449		004005		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-215475		004005		00	07/30/2021	001-6120-461.52-01	DECORATIVE GRAVEL	EFT:	250.00
SI-215478		004005		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-215480		004005		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	577.50
SI-215996		004005		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-215998		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	557.50
SI-216029		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216035		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216117		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216151		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216213		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216241		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216839		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216936		004006		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	90.00
SI-216526		004012		00	07/30/2021	001-6120-461.52-01	MULCH	EFT:	700.00
							VENDOR TOTAL *	.00	3,345.00
0002489	00	KPERS							

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
0002489	00	KPERS							
1604803		004018		00	07/29/2021	721-0000-202.03-05	072921 PAY PERIOD	CHECK #: 112	720.26
1604805		004019		00	07/29/2021	721-0000-202.03-01	072921 PAY PERIOD	CHECK #: 112	41,683.49
							VENDOR TOTAL *	.00	42,403.75
0003568	00	KPERS RETIREMENT							
1604808		004019		00	07/29/2021	721-0000-202.03-03	072921 PAY PERIOD	CHECK #: 118	2,496.94
							VENDOR TOTAL *	.00	2,496.94
0002490	00	KPF							
1604802		004016		00	07/29/2021	721-0000-202.03-05	072921 PAY PERIOD	CHECK #: 113	101.57
1604806		004019		00	07/29/2021	721-0000-202.03-02	072921 PAY PERIOD	CHECK #: 113	27,736.89
							VENDOR TOTAL *	.00	27,838.46
0099999	00	KRIS HENRY							
HENRY, KRIS		004010		00	07/30/2021	001-3120-431.45-02	REPLACE SPRINKLER HEAD	25.00	
							VENDOR TOTAL *	25.00	
0001368	00	LLOYD HAROLD							
1471		004022		00	07/30/2021	531-4320-443.52-12	PRESSURE TRANSMITTER	EFT:	670.00
							VENDOR TOTAL *	.00	670.00
0002979	00	LOCHNER, H W INC							
17520-2		PI0420	007681	00	07/28/2021	001-3130-431.31-10	PROFESSIONAL SERVICES	EFT:	1,990.74
							VENDOR TOTAL *	.00	1,990.74
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
890647		PI0424	007722	00	07/22/2021	001-1120-411.31-02	LEGAL SERVICES	EFT:	6,833.50
							VENDOR TOTAL *	.00	6,833.50
0000294	00	MISC. TAX SECTION, KS DEPT OF REVEN							
APR/MAY/JUNE 21		004007		00	07/30/2021	521-4210-442.49-01	2Q 2021 CLEAN WATER FEE	9,796.06	
							VENDOR TOTAL *	9,796.06	
0004780	00	MUNICIPAL H2O							
10904		PI0423	007294	00	07/13/2021	521-4210-442.31-15	AWIA CERTIFICATION	9,800.00	
							VENDOR TOTAL *	9,800.00	
0000142	00	OLATHE WINWATER WORKS							
162601 00		004021		00	07/30/2021	521-4230-442.52-12	PIPE	EFT:	555.00
							VENDOR TOTAL *	.00	555.00
0004985	00	ORRICK & ERSKINE, LLP							
6-18 THRU 7-25		PI0421	007687	00	07/25/2021	130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	1,849.68
							VENDOR TOTAL *	.00	1,849.68
0000256	00	OTTAWA COOP							
46397 0621		004007		00	07/30/2021	001-3120-431.52-09	DIESEL FUEL	EFT:	702.28
							VENDOR TOTAL *	.00	702.28
0001569	00	PAYCOR, 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
0001569	00	PAYCOR, INC							
INV02425421		004014		00	07/14/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	899.51
INV02462815		004019		00	07/28/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	854.20
							VENDOR TOTAL *	.00	1,753.71
0000149	00	PRAXAIR DISTRIBUTION INC							
64870543		004007		00	07/30/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	49.40
							VENDOR TOTAL *	.00	49.40
0003110	00	REJIS COMMISSION							
465312		004007		00	07/30/2021	001-2110-421.31-15	LEWEB SUBSCRIPTION	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0005125	00	RICHARDSON, GARY							
405 E MAIN ST		004010		00	07/30/2021	130-3130-431.62-04	TEMPORARY EASEMENT	599.00	
							VENDOR TOTAL *	599.00	
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
30420		004007		00	07/30/2021	117-3120-431.43-06	PATCHING	EFT:	375.01
30346		004007		00	07/30/2021	117-3120-431.43-06	PATCHING	EFT:	336.66
30317		004007		00	07/30/2021	117-3120-431.43-06	PATCHING	EFT:	552.06
30292		004007		00	07/30/2021	117-3120-431.43-06	PATCHING	EFT:	270.40
							VENDOR TOTAL *	.00	1,534.13
0000176	00	TIME WARNER CABLE							
0241458072121		004021		00	07/30/2021	602-1340-413.47-05	MONTHLY BILLING	950.00	
							VENDOR TOTAL *	950.00	
0002969	00	TREKK DESIGN GROUP LLC							
21-000635		PI0422	006842	00	07/27/2021	531-4310-443.31-15	I&I REDUCTION PROGRAM	1,881.75	
							VENDOR TOTAL *	1,881.75	
0000105	00	TYLER TECHNOLOGIES, INC							
025-342373		004007		00	07/30/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
025-341796		004008		00	07/30/2021	602-1340-413.47-05	VIRTUAL COURT SUBSCRIPTIO	EFT:	4,670.00
							VENDOR TOTAL *	.00	4,870.00
0002484	00	US FOOD SERVICE							
3539866		004008		00	07/30/2021	001-6110-461.47-53	TBALL PICNIC	EFT:	407.35
3539866		004008		00	07/30/2021	001-6110-461.52-15	CONCESSION SUPPLIES	EFT:	593.99
3515834		004008		00	07/30/2021	001-6130-461.52-15	CONCESSION SUPPLIES	EFT:	24.32
							VENDOR TOTAL *	.00	1,025.66
0000289	00	VIKING INDUSTRIAL SUPPLY							
14458		004009		00	07/30/2021	001-6120-461.52-01	SHOP SUPPLIES	EFT:	300.60
14457		004009		00	07/30/2021	001-6130-461.52-01	AQUATIC CTR SUPPLIES	EFT:	271.30
							VENDOR TOTAL *	.00	571.90
0099999	00	ZOEY THORPE							
30759191		004009		00	07/30/2021	001-0000-347.11-00	SHELTER REFUND	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
0099999	00	ZOEY THORPE							
							VENDOR TOTAL *	30.00	
							HAND ISSUED TOTAL ***		369,823.18
							EFT/EPAY TOTAL ***		30,160.23
							TOTAL EXPENDITURES ****	31,245.22	399,983.41
						GRAND TOTAL	**********		431,228.63

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED							
8902843		004088		00	08/06/2021	001-1150-411.31-15	OFFSITE STORAGE	1,296.02	
							VENDOR TOTAL *	1,296.02	
0005127	00	ACULAS HEALTH LLC							
10123		004124		00	08/06/2021	601-1230-412.31-15	PCP	150.00	
							VENDOR TOTAL *	150.00	
0000350	00	AFFINIS CORP.							
8430		PI0432	007539	00	08/02/2021	130-3130-431.62-04	ADDENDUM 1	EFT:	2,048.63
							VENDOR TOTAL *	.00	2,048.63
0099999	00	ALEXANDER, AMANDA &							
000064727		UT		00	08/04/2021	501-0000-229.00-00	FINAL BILL REFUND	27.43	
							VENDOR TOTAL *	27.43	
0003954	00	AMERICAN PAYMENT CENTERS, LLC							
51827		004124		00	08/06/2021	604-1320-413.44-02	DROP BOX RENTAL	EFT:	312.00
							VENDOR TOTAL *	.00	312.00
0000566	00	AMERICAN TOPSOIL, INC.							
136999		004124		00	08/06/2021	521-4230-442.52-12	PULV	EFT:	198.00
137000		004124		00	08/06/2021	531-4330-443.52-12	PULV	EFT:	198.00
							VENDOR TOTAL *	.00	396.00
0001986	00	ANIXTER, INC.							
5007499-00		004087		00	08/06/2021	501-4130-441.52-31	HELIX ASSEMBLY	EFT:	643.45
5004724-00		004089		00	08/06/2021	501-4130-441.52-31	PARTS	EFT:	756.47
4983520-05		004090		00	08/06/2021	501-4130-441.52-31	PARTS	EFT:	489.35
5008352-00		004091		00	08/06/2021	501-4130-441.52-31	PARTS	EFT:	495.89
4974332-00		004092		00	08/06/2021	501-4130-441.52-31	PARTS	EFT:	2,067.54
5004016-00		PI0431	007719	00	07/16/2021	501-4130-441.52-31	FIBERGLASS CABINET	EFT:	5,178.44
							VENDOR TOTAL *	.00	9,631.14
0000045	00	ARLAN CO, INC.							
13373		PI0428	007724	00	07/12/2021	001-6130-461.43-01	TUBE SLIDE PARTS	EFT:	12,028.00
							VENDOR TOTAL *	.00	12,028.00
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT							
3949637		004124		00	08/06/2021	601-1230-412.45-02	D&O ENDORSEMENT EXT.	EFT:	761.00
							VENDOR TOTAL *	.00	761.00
0003307	00	ASC PUMPING EQUIPMENT- KANSAS							
IN00175042		004093		00	08/06/2021	001-6120-461.31-15	FOUNTAIN PUMP REPAIRS	EFT:	441.74
							VENDOR TOTAL *	.00	441.74
0004994	00	BENEFITS DIRECT							
A009128 RECON		004058		00	07/30/2021	001-1120-411.21-01	MEDICAL MONTHLY BILLING	EFT:	41.70
A009541		004124		00	08/06/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	41.70
A009128 RECON		004057		00	07/30/2021	001-1140-411.31-15	MEDICAL MONTHLY BILLING	EFT:	382.50

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
0004994	00	BENEFITS DIRECT							
A009128 RECON		004059		00	07/30/2021	001-1140-411.21-01	MEDICAL MONTHLY BILLING	EFT:	16.28
A009541		004124		00	08/06/2021	001-1140-411.31-15	MONTHLY BILLING	EFT:	380.00
A009541		004124		00	08/06/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	30.18
A009128 RECON		004060		00	07/30/2021	001-1150-411.21-01	MEDICAL MONTHLY BILLING	EFT:	6.50
A009541		004124		00	08/06/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.50
A009128 RECON		004062		00	07/30/2021	001-1305-413.21-01	MEDICAL MONTHLY BILLING	EFT:	16.28
A009541		004124		00	08/06/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.28
A009128 RECON		004063		00	07/30/2021	001-1310-413.21-01	MEDICAL MONTHLY BILLING	EFT:	62.10
A009541		004124		00	08/06/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.10
A009128 RECON		004065		00	07/30/2021	001-1330-413.21-01	MEDICAL MONTHLY BILLING	EFT:	27.80
A009541		004124		00	08/06/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	27.80
A009128 RECON		004067		00	07/30/2021	001-2110-421.21-01	MEDICAL MONTHLY BILLING	EFT:	77.54
A009541		004124		00	08/06/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	77.54
A009128 RECON		004068		00	07/30/2021	001-2120-421.21-01	MEDICAL MONTHLY BILLING	EFT:	266.68
A009541		004124		00	08/06/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	252.78
A009128 RECON		004069		00	07/30/2021	001-2130-421.21-01	MEDICAL MONTHLY BILLING	EFT:	6.50
A009541		004124		00	08/06/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.50
A009128 RECON		004070		00	07/30/2021	001-3110-431.21-01	MEDICAL MONTHLY BILLING	EFT:	13.90
A009541		004124		00	08/06/2021	001-3110-431.21-01	MONTHLY BILLING	EFT:	13.90
A009128 RECON		004071		00	07/30/2021	001-3116-431.21-01	MEDICAL MONTHLY BILLING	EFT:	9.78
A009541		004124		00	08/06/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	9.78
A009128 RECON		004072		00	07/30/2021	001-3120-431.21-01	MEDICAL MONTHLY BILLING	EFT:	66.02
A009541		004124		00	08/06/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	66.02
A009128 RECON		004073		00	07/30/2021	001-3130-431.21-01	MEDICAL MONTHLY BILLING	EFT:	57.08
A009541		004124		00	08/06/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	57.08
A009128 RECON		004082		00	07/30/2021	001-6105-461.21-01	MEDICAL MONTHLY BILLING	EFT:	60.30
A009541		004124		00	08/06/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	60.30
A009128 RECON		004083		00	07/30/2021	001-6120-461.21-01	MEDICAL MONTHLY BILLING	EFT:	64.48
A009541		004124		00	08/06/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	64.48
A009128 RECON		004084		00	07/30/2021	001-7110-471.21-01	MEDICAL MONTHLY BILLING	EFT:	44.08
A009541		004124		00	08/06/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	44.08
A009128 RECON		004085		00	07/30/2021	001-7120-471.21-01	MEDICAL MONTHLY BILLING	EFT:	43.24
A009541		004124		00	08/06/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	33.46
A009128 RECON		004075		00	07/30/2021	501-4110-441.21-01	MEDICAL MONTHLY BILLING	EFT:	40.80
A009541		004124		00	08/06/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	40.80
A009128 RECON		004076		00	07/30/2021	501-4120-441.21-01	MEDICAL MONTHLY BILLING	EFT:	47.30
A009541		004124		00	08/06/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	47.30
A009128 RECON		004077		00	07/30/2021	501-4130-441.21-01	MEDICAL MONTHLY BILLING	EFT:	109.46
A009541		004124		00	08/06/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	109.46
A009128 RECON		004078		00	07/30/2021	521-4210-442.21-01	MEDICAL MONTHLY BILLING	EFT:	13.90
A009541		004124		00	08/06/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	13.90
A009128 RECON		004079		00	07/30/2021	521-4220-442.21-01	MEDICAL MONTHLY BILLING	EFT:	61.20
A009541		004124		00	08/06/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	61.20
A009128 RECON		004080		00	07/30/2021	521-4230-442.21-01	MEDICAL MONTHLY BILLING	EFT:	62.68
A009541		004124		00	08/06/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	62.68
A009128 RECON		004081		00	07/30/2021	531-4320-443.21-01	MEDICAL MONTHLY BILLING	EFT:	47.30
A009541		004124		00	08/06/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	47.30
A009128 RECON		004061		00	07/30/2021	601-1230-412.21-01	MEDICAL MONTHLY BILLING	EFT:	13.90
A009128 RECON		004066		00	07/30/2021	602-1340-413.21-01	MEDICAL MONTHLY BILLING	EFT:	41.70

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
0004994	00	BENEFITS DIRECT							
A009541		004124		00	08/06/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	41.70
A009128 RECON		004074		00	07/30/2021	603-3150-431.21-01	MEDICAL MONTHLY BILLING	EFT:	6.50
A009541		004124		00	08/06/2021	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50
A009128 RECON		004064		00	07/30/2021	604-1320-413.21-01	MEDICAL MONTHLY BILLING	EFT:	36.68
A009541		004124		00	08/06/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	36.68
A009128 RECON		004054		00	07/30/2021	721-0000-202.03-07	MEDICAL MONTHLY BILLING	EFT:	10,579.26
A009128 RECON		004055		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	12,592.54-
A009128 RECON		004056		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	269.10
A009541		004124		00	08/06/2021	721-0000-202.03-07	MONTHLY BILLING	EFT:	10,055.24
A009541		004124		00	08/06/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	276.18
							VENDOR TOTAL *	.00	12,049.42
0000064	00	BIG O TIRES							
016001-146838		004094		00	08/06/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	38.00
							VENDOR TOTAL *	.00	38.00
0004675	00	BORDER STATES INDUSTRIES INC							
922480198		004124		00	08/06/2021	501-4130-441.52-31	GUY WIRE	EFT:	253.74
							VENDOR TOTAL *	.00	253.74
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS929082		PI0430	007584	00	07/27/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	29,442.58
							VENDOR TOTAL *	.00	29,442.58
0001201	00	COMMERCIAL AQUATIC SERVICES, INC							
40761-1		004095		00	08/06/2021	001-6130-461.52-13	POOL CHEMICALS	EFT:	233.00
40878-1		004096		00	08/06/2021	001-6130-461.52-01	EQUIPMENT MAINTENANCE	EFT:	103.17
40892-1		004097		00	08/06/2021	001-6130-461.52-01	EQUIPMENT MAINTENANCE	EFT:	47.16
40912-1		004098		00	08/06/2021	001-6130-461.52-13	POOL CHEMICALS	EFT:	276.17
40827-1		004099		00	08/06/2021	001-6130-461.52-13	POOL CHEMICALS	EFT:	2,682.78
40982-1		004124		00	08/06/2021	001-6130-461.52-13	POOL CHEMICALS	EFT:	2,732.45
							VENDOR TOTAL *	.00	6,074.73
0005126	00	DC GARDNER REALTY, LLC							
06112021		PI0429	007726	00	06/11/2021	130-3130-431.62-04	LAND ACQUISITION	30,000.00	
							VENDOR TOTAL *	30,000.00	
0004998	00	DELTA DENTAL OF KANSAS							
1005114202108		004124		00	08/06/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	101.76
1005114202108		004124		00	08/06/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202108		004124		00	08/06/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202108		004124		00	08/06/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	71.32
1005114202108		004124		00	08/06/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	223.96
1005114202108		004124		00	08/06/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	101.76
1005114202108		004124		00	08/06/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	325.72
1005114202108		004124		00	08/06/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	863.09
1005114202108		004124		00	08/06/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	20.44
1005114202108		004124		00	08/06/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	295.28
1005114202108		004124		00	08/06/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	163.08

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
0004998	00	DELTA DENTAL OF KANSAS							
1005114202108		004124		00	08/06/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	163.08
1005114202108		004124		00	08/06/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	193.52
1005114202108		004124		00	08/06/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	173.08
1005114202108		004124		00	08/06/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	173.08
1005114202108		004124		00	08/06/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	122.20
1005114202108		004124		00	08/06/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	193.52
1005114202108		004124		00	08/06/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	397.04
1005114202108		004124		00	08/06/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	50.88
1005114202108		004124		00	08/06/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	213.96
1005114202108		004124		00	08/06/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	153.08
1005114202108		004124		00	08/06/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	142.64
1005114202108		004124		00	08/06/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	152.64
1005114202108		004124		00	08/06/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	142.64
1005114202108		004124		00	08/06/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,756.22
							VENDOR TOTAL *	.00	9,234.87
0004946	00	EVERGY							
4469208877		0721004124		00	08/06/2021	521-4220-442.40-05	MONTHLY BILLING	48.32	
6466308678		0721004124		00	08/06/2021	531-4320-443.40-05	MONTHLY BILLING	29.29	
							VENDOR TOTAL *	77.61	
0000855	00	EWING IRRIGATION PRODUCTS, INC							
7489280		004100		00	08/06/2021	001-6120-461.52-01	FIELD CHALK	449.65	
							VENDOR TOTAL *	449.65	
0002956	00	FASTENAL CO.							
KSKA3144202		004124		00	08/06/2021	521-4230-442.52-20	EAR PLUGS	EFT:	14.06
KSKA3144202		004124		00	08/06/2021	531-4330-443.52-20	EAR PLUGS	EFT:	14.06
							VENDOR TOTAL *	.00	28.12
0004402	00	FLICKINGER, MICHAEL							
07232021		004124		00	08/06/2021	001-7120-471.46-01	PER DIEM	55.00	
							VENDOR TOTAL *	55.00	
0000086	00	GALLS, LLC							
018916049		004101		00	08/06/2021	001-2120-421.53-02	BOOTS-MILLER	EFT:	125.00
018936499		004124		00	08/06/2021	001-2120-421.53-02	BODY ARMOR - ASHER	EFT:	805.12
018963005		004124		00	08/06/2021	001-2120-421.53-02	CLOTHING - STIMATZE	EFT:	298.74
							VENDOR TOTAL *	.00	1,228.86
0000028	00	GARDNER NEWS							
06210065		004124		00	08/06/2021	001-1130-411.31-15	ADVERTISEMENT	EFT:	448.00
							VENDOR TOTAL *	.00	448.00
0003183	00	GREEN SPECTRUM MARKETING LLC							
6720		004124		00	08/06/2021	601-1230-412.46-01	SAFETY & WELLNESS FAIR	EFT:	1,477.40
							VENDOR TOTAL *	.00	1,477.40
0004720	00	HAMM, 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
0004720	00	HAMM, INC.							
393971		004102		00	08/06/2021	001-6120-461.52-01	DIRT	326.46	
393630		004103		00	08/06/2021	001-6120-461.52-01	DIRT	325.52	
394166		004104		00	08/06/2021	001-6120-461.52-01	DIRT	498.92	
							VENDOR TOTAL *	1,150.90	
0004993	00	HARTFORD, THE							
362718364665		004124		00	08/06/2021	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
362718364665		004124		00	08/06/2021	001-1140-411.21-02	MONTHLY BILLING	EFT:	7.62
362718364665		004124		00	08/06/2021	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362718364665		004124		00	08/06/2021	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362718364665		004124		00	08/06/2021	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
362718364665		004124		00	08/06/2021	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
362718364665		004124		00	08/06/2021	001-2110-421.21-02	MONTHLY BILLING	EFT:	30.56
362718364665		004124		00	08/06/2021	001-2120-421.21-02	MONTHLY BILLING	EFT:	129.98
362718364665		004124		00	08/06/2021	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362718364665		004124		00	08/06/2021	001-3110-431.21-02	MONTHLY BILLING	EFT:	9.16
362718364665		004124		00	08/06/2021	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362718364665		004124		00	08/06/2021	001-3120-431.21-02	MONTHLY BILLING	EFT:	36.64
362718364665		004124		00	08/06/2021	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362718364665		004124		00	08/06/2021	001-6105-461.21-02	MONTHLY BILLING	EFT:	30.56
362718364665		004124		00	08/06/2021	001-6120-461.21-02	MONTHLY BILLING	EFT:	29.06
362718364665		004124		00	08/06/2021	001-7110-471.21-02	MONTHLY BILLING	EFT:	18.32
362718364665		004124		00	08/06/2021	001-7120-471.21-02	MONTHLY BILLING	EFT:	16.78
362718364665		004124		00	08/06/2021	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
362718364665		004124		00	08/06/2021	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362718364665		004124		00	08/06/2021	501-4130-441.21-02	MONTHLY BILLING	EFT:	45.43
362718364665		004124		00	08/06/2021	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362718364665		004124		00	08/06/2021	521-4220-442.21-02	MONTHLY BILLING	EFT:	25.98
362718364665		004124		00	08/06/2021	521-4230-442.21-02	MONTHLY BILLING	EFT:	32.14
362718364665		004124		00	08/06/2021	531-4320-443.21-02	MONTHLY BILLING	EFT:	27.48
362718364665		004124		00	08/06/2021	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362718364665		004124		00	08/06/2021	602-1340-413.21-02	MONTHLY BILLING	EFT:	13.74
362718364665		004124		00	08/06/2021	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362718364665		004124		00	08/06/2021	604-1320-413.21-02	MONTHLY BILLING	EFT:	30.56
							VENDOR TOTAL *	.00	630.83
0000759	00	HICKMAN HEATING & AIR CONDITIONING							
07302021		004124		00	08/06/2021	521-4220-442.43-02	AC DAMPER	EFT:	1,030.00
							VENDOR TOTAL *	.00	1,030.00
0000463	00	HOLIDAY CONTRACTING, INC.							
1500260482		004007		00	07/30/2021	117-3120-431.43-06	SPOILS	CHECK #: 18107	143.00-
							VENDOR TOTAL *	.00	143.00-
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500261646		004105		00	08/06/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
1500260482		004007		00	08/04/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
1500264378		004124		00	08/06/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
1500266816		004124		00	08/06/2021	117-3120-431.43-06	SPOILS	EFT:	143.00

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
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500267516		004124		00	08/06/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
							VENDOR TOTAL *	.00	715.00
0005000	00	HUMANA INSURANCE COMPANY							
702625423		RECON004027		00	07/30/2021	001-1120-411.21-01	MEDICAL MONTHLY BILLING	EFT:	3,914.78
702625518		004124		00	08/06/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,914.78
702625423		RECON004028		00	07/30/2021	001-1140-411.21-01	MEDICAL MONTHLY BILLING	EFT:	1,556.32
702625518		004124		00	08/06/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	2,092.54
702625423		RECON004029		00	07/30/2021	001-1150-411.21-01	MEDICAL MONTHLY BILLING	EFT:	536.22
702625518		004124		00	08/06/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	536.22
702625423		RECON004031		00	07/30/2021	001-1305-413.21-01	MEDICAL MONTHLY BILLING	EFT:	1,556.32
702625518		004124		00	08/06/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,556.32
702625423		RECON004032		00	07/30/2021	001-1310-413.21-01	MEDICAL MONTHLY BILLING	EFT:	5,183.80
702625518		004124		00	08/06/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,183.80
702625423		RECON004034		00	07/30/2021	001-1330-413.21-01	MEDICAL MONTHLY BILLING	EFT:	2,229.26
702625518		004124		00	08/06/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,229.26
702625423		RECON004036		00	07/30/2021	001-2110-421.21-01	MEDICAL MONTHLY BILLING	EFT:	7,450.22
702625518		004124		00	08/06/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,450.22
702625423		RECON004037		00	07/30/2021	001-2120-421.21-01	MEDICAL MONTHLY BILLING	EFT:	21,169.01
702625518		004124		00	08/06/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	21,168.99
702625423		RECON004038		00	07/30/2021	001-2130-421.21-01	MEDICAL MONTHLY BILLING	EFT:	536.22
702625518		004124		00	08/06/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	536.22
702625423		RECON004039		00	07/30/2021	001-3116-431.21-01	MEDICAL MONTHLY BILLING	EFT:	1,020.10
702625518		004124		00	08/06/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,020.10
702625423		RECON004040		00	07/30/2021	001-3120-431.21-01	MEDICAL MONTHLY BILLING	EFT:	6,225.38
702625518		004124		00	08/06/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	5,689.06
702625423		RECON004041		00	07/30/2021	001-3130-431.21-01	MEDICAL MONTHLY BILLING	EFT:	4,661.44
702625518		004124		00	08/06/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	4,661.44
702625423		RECON004049		00	07/30/2021	001-6105-461.21-01	MEDICAL MONTHLY BILLING	EFT:	4,910.36
702625518		004124		00	08/06/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	4,910.36
702625423		RECON004050		00	07/30/2021	001-6120-461.21-01	MEDICAL MONTHLY BILLING	EFT:	5,342.38
702625518		004124		00	08/06/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,342.38
702625423		RECON004051		00	07/30/2021	001-7110-471.21-01	MEDICAL MONTHLY BILLING	EFT:	3,490.76
702625518		004124		00	08/06/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	3,490.76
702625423		RECON004052		00	07/30/2021	001-7120-471.21-01	MEDICAL MONTHLY BILLING	EFT:	2,911.32
702625518		004124		00	08/06/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	5,243.20
702625423		RECON004042		00	07/30/2021	501-4110-441.21-01	MEDICAL MONTHLY BILLING	EFT:	3,301.70
702625518		004124		00	08/06/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,301.70
702625423		RECON004043		00	07/30/2021	501-4120-441.21-01	MEDICAL MONTHLY BILLING	EFT:	4,754.94
702625518		004124		00	08/06/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,754.94
702625423		RECON004044		00	07/30/2021	501-4130-441.21-01	MEDICAL MONTHLY BILLING	EFT:	9,591.58
702625518		004124		00	08/06/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	9,591.58
702625423		RECON004045		00	07/30/2021	521-4210-442.21-01	MEDICAL MONTHLY BILLING	EFT:	1,209.16
702625518		004124		00	08/06/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	1,209.16
702625423		RECON004046		00	07/30/2021	521-4220-442.21-01	MEDICAL MONTHLY BILLING	EFT:	5,818.70
702625518		004124		00	08/06/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	5,818.70
702625423		RECON004047		00	07/30/2021	521-4230-442.21-01	MEDICAL MONTHLY BILLING	EFT:	5,446.58
702625518		004124		00	08/06/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	5,446.58
702625423		RECON004048		00	07/30/2021	531-4320-443.21-01	MEDICAL MONTHLY BILLING	EFT:	4,322.24

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
0005000	00	HUMANA INSURANCE COMPANY							
702625518		004124		00	08/06/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	4,322.24
702625423		RECON004026		00	07/30/2021	601-1230-412.31-15	MEDICAL MONTHLY BILLING	EFT:	139.05
702625423		RECON004030		00	07/30/2021	601-1230-412.21-01	MEDICAL MONTHLY BILLING	EFT:	536.22
702625423		RECON004053		00	07/30/2021	601-1230-412.31-15	MEDICAL MONTHLY BILLING	EFT:	804.82
702625518		004124		00	08/06/2021	601-1230-412.31-15	MONTHLY BILLING	EFT:	141.11
702625518		004124		00	08/06/2021	601-1230-412.31-15	MONTHLY BILLING	EFT:	804.82
702625423		RECON004035		00	07/30/2021	602-1340-413.21-01	MEDICAL MONTHLY BILLING	EFT:	3,627.48
702625518		004124		00	08/06/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,627.48
702625423		RECON004033		00	07/30/2021	604-1320-413.21-01	MEDICAL MONTHLY BILLING	EFT:	4,798.16
702625518		004124		00	08/06/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	4,798.16
702625423		RECON004024		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	138,421.35-
702625423		RECON004025		00	07/30/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	21,376.83
702625518		004124		00	08/06/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	21,959.83
							VENDOR TOTAL *	.00	140,801.95
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1100145-000		004108		00	08/06/2021	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	22.24
							VENDOR TOTAL *	.00	22.24
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
KCSER001044		004122		00	08/06/2021	001-6130-461.52-15	CONCESSION SUPPLIES	1,082.40	
							VENDOR TOTAL *	1,082.40	
0000405	00	JOHNSON COUNTY GOVERNMENT							
178740		PI0427	007721	00	07/16/2021	001-2110-421.31-11	PRISONER BOARDING 2021	5,265.00	
							VENDOR TOTAL *	5,265.00	
0000107	00	JOHNSON COUNTY RECORDS & TAX ADMIN							
T20210041623		004123		00	08/06/2021	001-3130-431.31-10	QUITCLAIM DEED RECORDINGS	140.00	
T20210058872		004107		00	08/06/2021	531-4340-443.62-10	RECORDING FEES	89.00	
T20210058699		004106		00	08/06/2021	551-4540-445.61-01	RECORDING FEES	565.00	
							VENDOR TOTAL *	794.00	
0003361	00	KANSAS CORPORATION COMMISSION							
2022000558		004124		00	08/06/2021	501-4120-441.46-02	INSPECT./SUPERVISION FEE	EFT:	100.00
							VENDOR TOTAL *	.00	100.00
0002671	00	KANSAS GAS SERVICE							
105962227	07/21	004110		00	08/06/2021	001-6120-461.40-04	SHOP GAS	51.79	
							VENDOR TOTAL *	51.79	
0002806	00	KANSAS GOLF AND TURF, INC							
02-256715		004111		00	08/06/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	675.22
02-257749		004112		00	08/06/2021	001-6120-461.43-02	PARTS	EFT:	384.08
							VENDOR TOTAL *	.00	1,059.30
0001118	00	KANSAS WATER ENVIRONMENTAL ASSOC							
MILLHOLLAND		004109		00	08/06/2021	531-4320-443.46-02	CLASS 3 CERT-MILLHOLLAND	25.00	
							VENDOR TOTAL *	25.00	
0000784	00	KEY EQUIPMENT & SUPPLY CO							

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
0000784	00	KEY EQUIPMENT & SUPPLY CO							
264352		004113		00	08/06/2021	001-3120-431.43-02	SWEEPER PARTS	EFT:	156.21
							VENDOR TOTAL *	.00	156.21
0004949	00	LEGAL RECORD, THE							
L91937		004124		00	08/06/2021	001-1150-411.47-01	BOND SALE NOTICE	EFT:	73.45
L92103		004116		00	08/06/2021	001-7110-471.47-01	LEGAL NOTICE	EFT:	9.51
L91998		004117		00	08/06/2021	107-1130-411.47-01	ORDINANCE PUBLICATION	EFT:	75.09
L91978		004115		00	08/06/2021	521-4230-442.61-04	RFP PUBLICATION	EFT:	20.04
							VENDOR TOTAL *	.00	178.09
0000117	00	LIFEGUARD STORE, INC., THE							
INV001090523		004114		00	08/06/2021	001-6130-461.46-01	TRAINING/SAFETY SUPPLIES	EFT:	256.00
							VENDOR TOTAL *	.00	256.00
0001368	00	LLOYD HAROLD							
1475		004118		00	08/06/2021	531-4320-443.31-15	PUMP REPAIRS	EFT:	350.00
							VENDOR TOTAL *	.00	350.00
0002979	00	LOCHNER, H W INC							
19067-3		PI0425	007682	00	07/28/2021	551-4540-445.61-01	PROFESSIONAL SERVICES	EFT:	2,350.00
							VENDOR TOTAL *	.00	2,350.00
0000233	00	MAXIMUM LAWN CARE							
15836		004124		00	08/06/2021	001-2110-421.31-15	MOWING & TRIMMING	EFT:	1,195.00
							VENDOR TOTAL *	.00	1,195.00
0003579	00	MID-STATES MATERIALS LLC							
107404		004124		00	08/06/2021	521-4230-442.52-12	MATERIALS	658.71	
107404		004124		00	08/06/2021	531-4330-443.52-12	MATERIALS	658.71	
							VENDOR TOTAL *	1,317.42	
0003440	00	MIDWEST PUBLIC RISK- PL DEDUCTIBLES							
MPR210191		004118		00	08/06/2021	001-2120-421.45-02	REPLACE CELL PHONE	EFT:	699.99
							VENDOR TOTAL *	.00	699.99
0004716	00	MIDWEST PUBLIC RISK-ADMIN ACCT							
20210721.06		PI0426	007720	00	07/21/2021	001-2110-421.31-15	LEXIPOL21-22	EFT:	6,115.50
							VENDOR TOTAL *	.00	6,115.50
0005010	00	MIDWEST VAC PRODUCTS LLC							
3780		004118		00	08/06/2021	531-4330-443.52-20	POLES	EFT:	284.64
							VENDOR TOTAL *	.00	284.64
0000142	00	OLATHE WINWATER WORKS							
159208 02		004124		00	08/06/2021	501-4140-441.63-73	HARDWARE	EFT:	2,750.00
162768 00		004118		00	08/06/2021	531-4330-443.52-20	SUPPLIES	EFT:	280.00
162928 00		004124		00	08/06/2021	531-4330-443.52-12	HARDWARE	EFT:	935.00
							VENDOR TOTAL *	.00	3,965.00
0000145	00	PEPSI-COLA							

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0000145	00	PEPSI-COLA							
52277201		004118		00	08/06/2021	001-6130-461.52-15	CONCESSION SUPPLIES	EFT:	516.28
							VENDOR TOTAL *	.00	516.28
0005117	00	PHOENIX CONCRETE							
2		004124		00	08/06/2021	531-4330-443.31-15	SIDEWALK REPLACE	EFT:	3,163.32
							VENDOR TOTAL *	.00	3,163.32
0000149	00	PRAXAIR DISTRIBUTION INC							
65184475		004124		00	08/06/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	171.82
							VENDOR TOTAL *	.00	171.82
0003304	00	SAFETY REMEDY INC							
000311133		004118		00	08/06/2021	001-6120-461.53-02	SAFETY SUPPLIES	EFT:	113.94
							VENDOR TOTAL *	.00	113.94
0000158	00	SANTA FE AIR CONDITIONING							
187841		004124		00	08/06/2021	521-4230-442.43-01	AC REPAIR	EFT:	83.56
187841		004124		00	08/06/2021	531-4330-443.43-01	AC REPAIR	EFT:	83.57
							VENDOR TOTAL *	.00	167.13
0004159	00	SHRED-IT USA LLC							
8182560896		004124		00	08/06/2021	001-2110-421.31-15	SHREDDING SERVICES	48.40	
							VENDOR TOTAL *	48.40	
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC							
110898069-001		004118		00	08/06/2021	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	950.06
							VENDOR TOTAL *	.00	950.06
0000456	00	SMITH & LOVELESS, INC.							
154533		004124		00	08/06/2021	531-4320-443.43-02	PARTS	EFT:	1,009.40
							VENDOR TOTAL *	.00	1,009.40
0004730	00	STANDARD & ASSOCIATES, INC							
SA000047457		004118		00	08/06/2021	001-2110-421.31-15	RECRUITMENT TESTS	392.50	
							VENDOR TOTAL *	392.50	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8062849957		004118		00	08/06/2021	001-2110-421.52-20	SUPPLIES	EFT:	156.20
8062988494		004124		00	08/06/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	131.84
							VENDOR TOTAL *	.00	288.04
0004785	00	SUMNERONE, INC							
2938061		004124		00	08/06/2021	001-3130-431.47-02	PLOTTER PART	EFT:	611.00
2926637		004124		00	08/06/2021	501-4130-441.44-02	MONTHLY BILLING	EFT:	23.24
2931331		004118		00	08/06/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	419.15
2936961		004118		00	08/06/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	611.00
							VENDOR TOTAL *	.00	1,664.39
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							

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0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
30486		004118		00	08/06/2021	117-3120-431.43-06	PATCHING	EFT:	902.04
30454		004118		00	08/06/2021	117-3120-431.43-06	PATCHING	EFT:	1,042.96
30539		004124		00	08/06/2021	117-3120-431.43-06	PATCHING	EFT:	616.05
							VENDOR TOTAL *	.00	2,561.05
0000174	00	TAPCO PRODUCTS CO.							
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	97.28
0139158		004119		00	08/03/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	45.30
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	33.40
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	53.30
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	88.52
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	54.20
0139158		004119		00	08/06/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	180.49
							VENDOR TOTAL *	.00	588.29
0003928	00	TAPCO-TRAFFIC AND PARKING CONTROL							
I703952		004124		00	08/06/2021	117-3120-431.62-05	VETERAN'S CROSSWALK	EFT:	800.00
							VENDOR TOTAL *	.00	800.00
0000176	00	TIME WARNER CABLE							
0108665071921		004119		00	08/06/2021	001-6110-461.40-03	MONTHLY BILLING	119.99	
							VENDOR TOTAL *	119.99	
0002484	00	US FOOD SERVICE							
3539865		004119		00	08/06/2021	001-6130-461.52-15	CONCESSION SUPPLIES	EFT:	818.65
3685308		004120		00	08/06/2021	001-6130-461.52-15	CONCESSION SUPPLIES	EFT:	457.27
3681603		004121		00	08/06/2021	001-6130-461.52-15	CONCESSION SUPPLIES	EFT:	80.56
							VENDOR TOTAL *	.00	1,356.48
0000366	00	WARDROBE CLEANERS INC.							
07242021		004121		00	08/06/2021	001-2120-421.42-02	DRY CLEANING	462.50	
							VENDOR TOTAL *	462.50	
0004226	00	WATCHMEN SECURITY SERVICES							
57605		004124		00	08/06/2021	501-4120-441.31-15	VIDEO MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0003221	00	WEX BANK							
72888084		004124		00	08/06/2021	001-2110-421.52-09	FUEL	EFT:	250.68
72888084		004124		00	08/06/2021	001-2120-421.52-09	FUEL	EFT:	6,400.25
72888084		004124		00	08/06/2021	001-2120-421.43-05	FUEL	EFT:	3,360.54
72888084		004124		00	08/06/2021	001-2130-421.52-09	FUEL	EFT:	131.70
72888084		004124		00	08/06/2021	001-3116-431.52-09	FUEL	EFT:	78.30
72888084		004124		00	08/06/2021	001-3120-431.52-09	FUEL	EFT:	1,033.05
72888084		004124		00	08/06/2021	001-3130-431.52-09	FUEL	EFT:	382.77
72888084		004124		00	08/06/2021	001-6120-461.52-09	FUEL	EFT:	1,943.29
72888084		004124		00	08/06/2021	001-7120-471.52-09	FUEL	EFT:	366.30

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
0003221	00	WEX BANK							
72888084		004124		00	08/06/2021	551-4520-445.52-09	FUEL	EFT:	241.50
72888084		004124		00	08/06/2021	603-3150-431.52-09	FUEL	EFT:	67.02
72888084		004124		00	08/06/2021	604-1320-413.52-09	FUEL	EFT:	315.94
							VENDOR TOTAL *	.00	14,571.34
							HAND ISSUED TOTAL ***		143.00-
							EFT/EPAY TOTAL ***		274,091.51
							TOTAL EXPENDITURES ****	42,765.61	273,948.51
							GRAND TOTAL **********		316,714.12

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: AUGUST 16, 2021

STAFF CONTACT: JASON BRUCE, PARKS AND RECREATION DIRECTOR

Agenda Item: Consider accepting a quit claim deed from Prairiebrooke Development Company, L.P. and authorize the purchase of Tract "A"

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

Department: Parks and Recreation

Staff Recommendation:
Staff recommends authorizing the City Administrator to accept a quit claim deed from Prairiebrooke Development Company, L.P. and authorize the purchase of Tract "A" within Prairiebrooke.

Background/Description of Item:
The Parks System Master Plan identifies certain properties in the Gardner area for potential future greenway and trail development. Tract "A" within the Prairiebrooke development is included in these plans. The property is approximately 1.86 acres and is located north of 175th Street and west of Walter St. This tract is planned to connect to the northern extension of the Kill Creek Trail Master Plan, which feeds into a multi-county trail system.

The Kill Creek Trail Master Plan (KCTMP) is a comprehensive project that will be completed in multiple phases. Once fully completed, the KCTMP will provide a trail beginning at Gardner-Edgerton High School and extending north/northwest to 151st street as well as a connection southwest to 175th St., both feeding into the existing Kill Creek Streamway Trail.

Completion of these plans meets the Johnson County Parks and Recreation Legacy Plan for Trails Connectivity's goal, which is to provide internal park trail systems of variable lengths and establish connections to surrounding community trail systems, streamway trails, and regional transportation agencies.

Financial Impact:
The city's cost to purchase this tract for future greenway and trail development is $10.00. Funding for the land acquisition will come from the City's general fund.

Attachments:
- Quit Claim Deed Agreement
- Kill Creek Trail Master Plan

Suggested Motion:
Authorize the City Administrator to accept a quit claim deed from Prairiebrooke Development Company, L.P. and authorize the purchase of Tract “A” within Prairiebrooke for $10.00 following the successful title commitment review and approval of the City Attorney.

QUIT CLAIM DEED

The Prairiebrooke Development Company, L.P., (herein "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE, and forever QUIT-CLAIM unto the City of Gardner, Kansas, whose address is 120 East Main Street, Gardner, Kansas 66030 (herein "Grantee"), its successors and assigns, all of Grantor's right, title, and interest in the parcel of real estate, situated in the City of Gardner, Johnson County, Kansas, legally described as:

> Tract A, Prairiebrooke, a subdivision in the City of Gardner, Johnson County, Kansas, the final plat for which was filed with the Johnson County Register of Deeds on July 12, 2005 at Book 200507, Page 004352, a copy of said final plat being attached hereto as Exhibit A.

ALL SUBJECT to all easements, rights-of-way, restrictions, agreements, and encumbrances of record, and all taxes and assessments, general and special, not now due and payable.

TO HAVE AND TO HOLD THE SAME, with all the rights, privileges, appurtenances, and immunities thereto belonging unto Grantee and unto its successors and assigns forever; so that neither the Grantor, nor any other person or entity, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred. Grantee understands that the above described property is being conveyed to it "AS IS, WHERE IS", without any warranty of any kind as to the condition of the property or Grantor's title to the same.

WITNESS THE HAND of said Grantor this _____day of _____, 2021.

Prairiebrooke Development Company, L.P.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of _____, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came_____ (Name) who is personally known to me to be the same person who executed the within instrument of writing as _____ (Title) of Prairiebrooke Development Company, L.P., and such person duly acknowledged the execution of the same as their free act and deed for the purposes and consideration therein expressed.

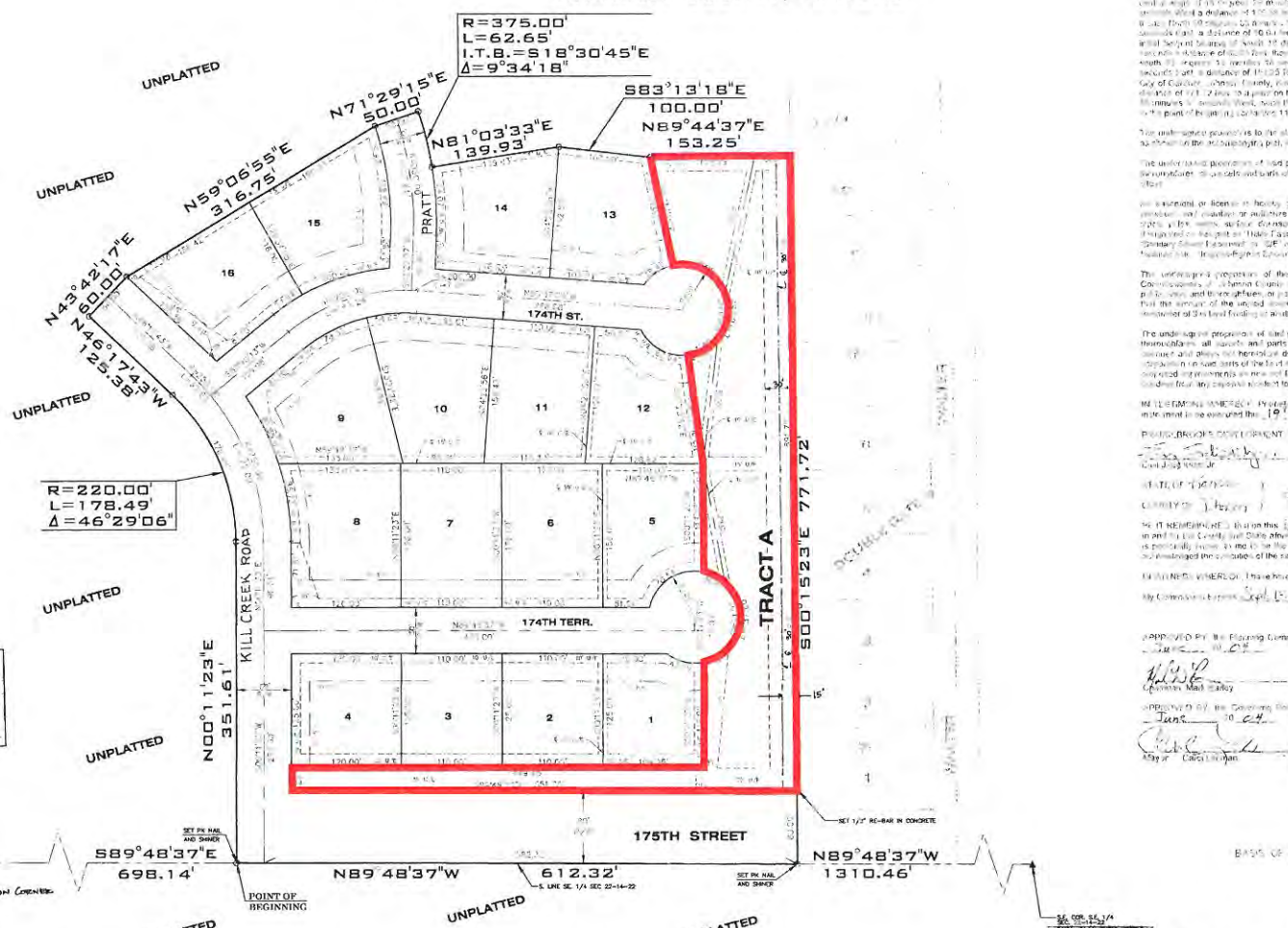
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____ My appointment expires:

Exhibit A

FINAL PLAT
OF
PRAIRIEBROOKE
CITY OF GARDNER
JOHNSON COUNTY, KANSAS

LOT #	LOT AREA
1	13,443
2	13,750
3	13,750
4	15,000
5	15,297
6	17,160
7	17,160
8	19,083
9	17,988
10	18,501
11	16,984
12	15,654
13	16,270
14	16,388
15	17,329
16	16,839
TRACT "A"	81,245



REVIEWED
COUNTY CLERK DATE
Reviewed in accordance with KSA 58-2001 to 2005
Steven J. Schulte 7-8-05
County Surveyor

BASIS OF BEARING: FINAL PLAT OF DOUBLE GATE II

LEGEND
- ○ 1/2" REBAR 24" IN LENGTH WITH PLASTIC CAP KS L.S. 93, SET IN CONC.
- ● 1/2" BAR FOUND (SET IN CONC.)
- △ MONUMENT SET
- ▲ MONUMENT FOUND
- B/L BUILDING LINE
- U/E UTILITY EASEMENT

NORTH
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AS OF DATE OF SURVEY 05-07-04

BY: _____ DATE: _____

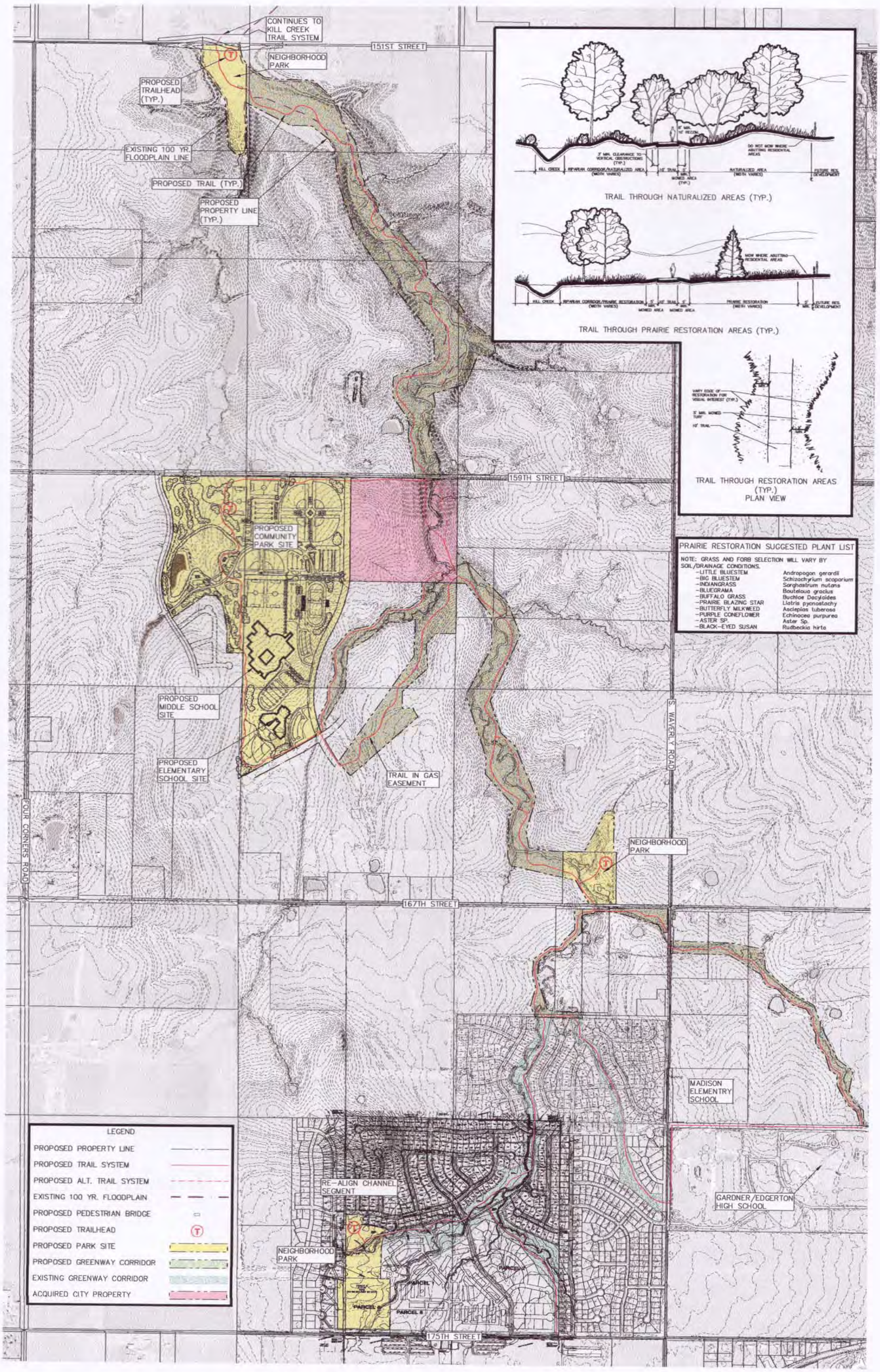
PRAIRIEBROOKE

Allenbrand-Throne & Associates, Inc.
CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

103 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

14 W. PEORIA
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-6004

AD PROJECT #22481 22-14-22 FINAL PLAT



KILL CREEK TRAIL MASTER PLAN

GARDNER, KANSAS

04-22-04

Landplan Engineering, P.A.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR
AMY FOSTER, BUSINESS SERVICES MANAGER

Agenda Item: Consider authorizing an agreement with Automated Merchant Systems, Inc. (AMS) for credit card processing services for the Utility Billing Division's integrated voice response system (IVR)

Strategic Priority: Fiscal Stewardship

Department: Finance – Utility Billing

Staff Recommendation:
Staff recommends authorizing the execution of an agreement with Automated Merchant Systems, Inc. (AMS) for credit card processing services for the Utility Billing Division's integrated voice response system (IVR)

Background/Description of Item:
Automated Merchant Systems, Inc. (AMS) provides electronic merchant payment services to businesses and government agencies nationwide. The City's current contract with AMS for credit card processing for phone services ends on August 23. Entering into a new agreement with AMS will allow the City of Gardner to continue to offer a 24/7 option to pay utility bills over the phone by credit card.

AMS is already integrated with the City's IVR system, Selectron. The City uses PAYA for other credit card processing at point of service terminals and online payments, but it is not currently integrated with Selectron. Switching to PAYA for phone payments would require an additional $2,500 integration fee, a $15/month gateway fee, and an additional $0.08 transaction fee.

AMS is the lower cost option and continuing to use their services for processing credit card payments over the phone will minimize service disruption. Having AMS process phone payments and PAYA process other payments means that if one system goes down we can still process customer payments.

The proposed agreement is for a one year term with automatic renewals.

Financial Impact:
Based on historical data, the cost is estimated to be approximately $32,000 to $37,000 per year. The cost will vary each year due to volume.

Suggested Motion:
Authorize the City Administrator to execute an agreement with Automated Merchant Systems, Inc. (AMS) for credit card processing services for the Utility Billing Division's integrated voice response system (IVR)

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements for the Waverly, US-56 to Fountain Project

Strategic Priority: Infrastructure Management

Department: Public Works

Staff Recommendation:
Staff recommends that City Council accept the dedication of right-of-way and easements for the Waverly, US-56 to Fountain Project.

Background/Description:
The project primarily consists of widening Waverly Road from two to three lanes and constructing a trail along the east side of the road. Three properties required right-of-way acquisition and/or permanent easements to construct the project.

Financial Impact:
Each of the dedications were donated at no cost to the City.

Attachments Included:
Acquisition documents

Suggested Motion:
Accept the dedication of right-of-way and easements for the Waverly, US-56 to Fountain Project

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. #____ Parcel No. _____
(LLC, Corporation, Partnership)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 4TH day of JUNE, 2021, by and between GARDNER GROUP, LLC, 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 sixty (60) days after project acceptance, 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:

GARDNER GROUP, LLC
(Name of LLC, Corporation, Partnership)

By: _____

Printed Name: WILLIAM H. DONALDSON

Title: MANAGER

Street Address: 103 W. 26TH AVE, SUITE 100

City, State & Zip: NKC, MO 64116

GRANTEE:
CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

CITY OF GARDNER
SEAL
KANSAS

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 4th day of June 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William H. Dunn, III (Name), Member (Title) of Gardner Group LLC, a LLC, 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.

Notary Public

My Appointment Expires:

12-09-2024

SHARON M. HARRIS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12539954
My Commission Expires Dec 9, 2024

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 14th day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Pruetting, City Administrator of the City of Gardner, Kansas, and Sharon Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

9/2/2024

STATE OF KANSAS NOTARY PUBLIC
JASON BRUCE
My Appointment Expires
September 2, 2024

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. #____ Parcel No. _____

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, Made and entered into this 4th day of June, 2021, by and between GARDNER GROUP, LLC, 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
DEDICATION

In consideration of One and No/100 Dollar ($1.00) in hand paid and other valuable considerations, including just compensation paid for all property damage resulting from the public improvement 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; receipt of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate to the Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street, sidewalks, traffic storm drainage, utility and/or public purposes:

SEE EXHIBITS "A & B"
ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF.

Grantor does hereby covenant and promise to the Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

SECTION TWO
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE
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:

GARDNER GROUP, LLC
(Name of LLC, Corporation, Partnership)

By: _____

Printed Name: WILLIAM H. DUNN, JR

Title: MEMBER

Street Address: 103 N. 26TH AVE, SUITE 100

City, State & Zip: NKC, MO 64116

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

CITY OF GARDNER
SEAL
KANSAS

ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 4th day of June 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William H. Dunn III (Name), Member (Title) of Gardner Group, LLC, a LLC, 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 set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

12-09-2024

SHARON M. HARRIS
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 12539954
My Commission Expires Dec 9, 2024

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 14th day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Pruetting, City Administrator of the City of Gardner, Kansas, and Sharon Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

9/2/2024

STATE OF KANSAS NOTARY PUBLIC
JASON BRUCE
My Appointment Expires
September 2, 2024

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. # 7 Parcel No. _____

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, Made and entered into this 26th day of July, 2021, by and between **UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS**, a Kansas public school district (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
DEDICATION

In consideration of One and No/100 Dollar ($1.00) in hand paid and other valuable considerations, receipt of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate to the Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street, sidewalks, traffic storm drainage, utility and/or public purposes:

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

SECTION TWO
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to convey the property described herein.

SECTION THREE
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:

UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS

By: _____

Printed Name: Rob Shippy
President, Board of Education

ATTEST:

By: Debra D. Starling

Printed Name: Debra D. Starling
Clerk, Board of Education

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26th day of JULY, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *[insert names]* ROB SHIPPY and DEBRA STARLING, the President and Clerk, respectively, of the Board of Education, Unified School District No. 231, Johnson County, State of Kansas, who are personally known to be to be the same persons who executed as such officers/members the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Daphne Pippitt
Notary Public

My Appointment Expires:

3-5-2024

NOTARY PUBLIC - State of Kansas
Daphne Pippitt
My Appt. Expires 3-5-2024

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF GARDNER SEAL KANSAS

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 30th day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Pruetting, City Administrator of the City of Gardner, Kansas, and Sharon Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires:
9/2/2024

STATE OF KANSAS NOTARY PUBLIC
JASON BRUCE
My Appointment Expires
September 2, 2024

Tract 7 Permanent Right-of-Way
No Site Address
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

Permanent Right-of-Way

All that part of the Southwest Quarter of Section 23, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being described as follows:

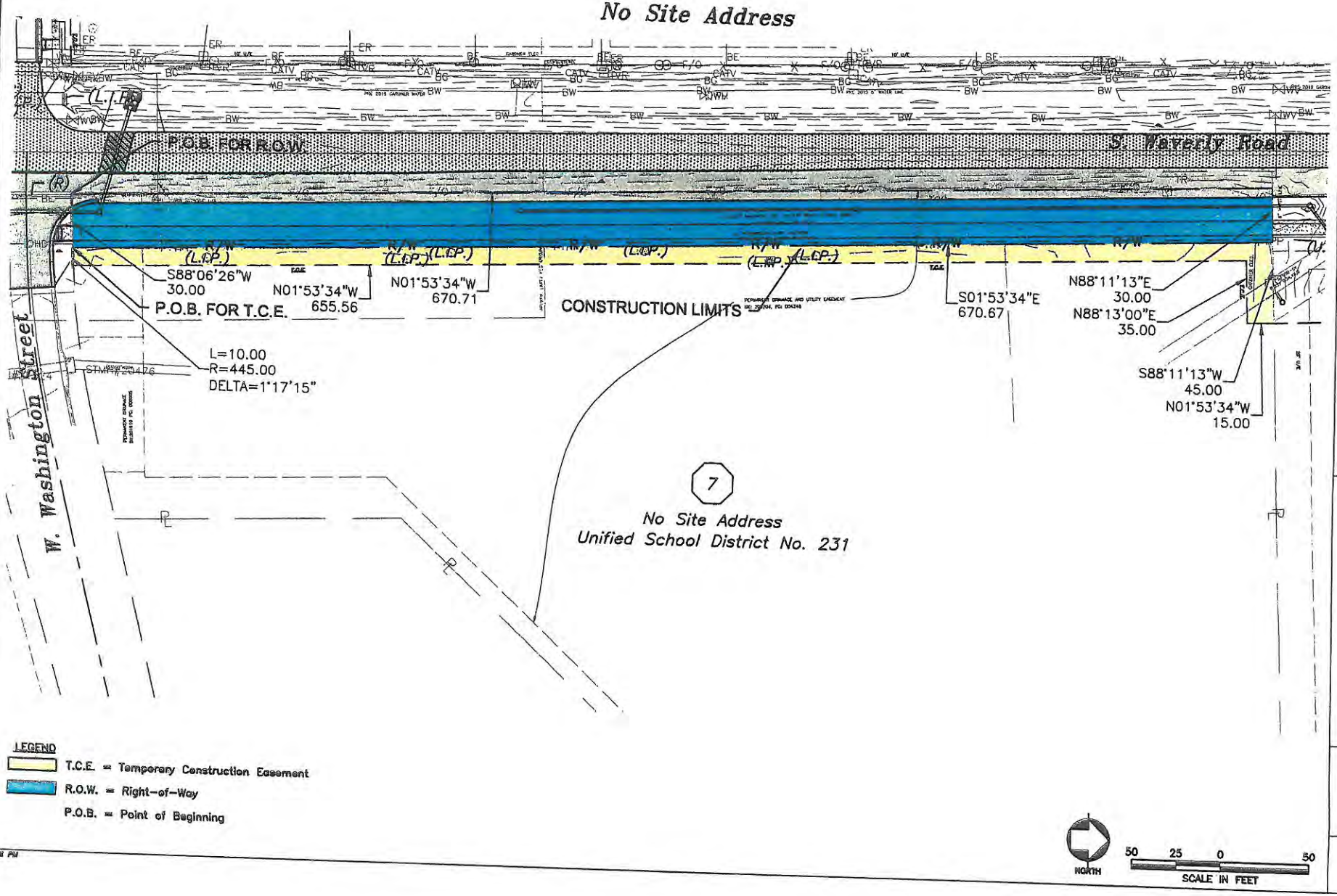
Commencing at the Southwest corner of said Southwest Quarter; thence North 01°53'34" West, along the West line of said Southwest Quarter, a distance of 660.92 feet to its intersection with the Westerly extension of the North right-of-way line of West Washington Avenue as now established; thence North 88°06'26" East, along the said Westerly extension of said North right-of-way line, a distance of 20.00 feet to its intersection with the East right-of-way line of South Waverly Road as now established, said point of intersection being the Point of Beginning; thence North 01°53'34" West, along said East right-of-way line, a distance of 670.71 feet to a point on the North line of the South one-half of the Southwest Quarter of said Section 23; thence North 88°11'13" East, along the North line of the South one-half of the Southwest Quarter of said Section 23, a distance of 30.00 feet to a point on the East line of the West 50.00 feet of the Southwest Quarter of said Section 23; thence South 01°53'34" East, along the East line of the West 50.00 feet of the Southwest Quarter of said Section 23, a distance of 670.67 feet to a point on the North right-of-way line of said West Washington Avenue; thence South 88°06'26" West, along said North line, a distance of 30.00 feet to the Point of Beginning. Containing 20,120 square feet, more or less.

The bearings used in this description are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-202
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 7
UNPLATTED
No Site Address



Affinis
ENGINEERS • SURVEYORS

CITY OF GARDNER, KANSAS
WAVERLY (US-56 TO MADISON STREET)
2019 CARS
TRACT MAP 7

1 OF 1

10/2/12

Tract 7 Temporary Construction Easement
No Site Address
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

Temporary Construction Easement

All that part of the Southwest Quarter of Section 23, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being described as follows:

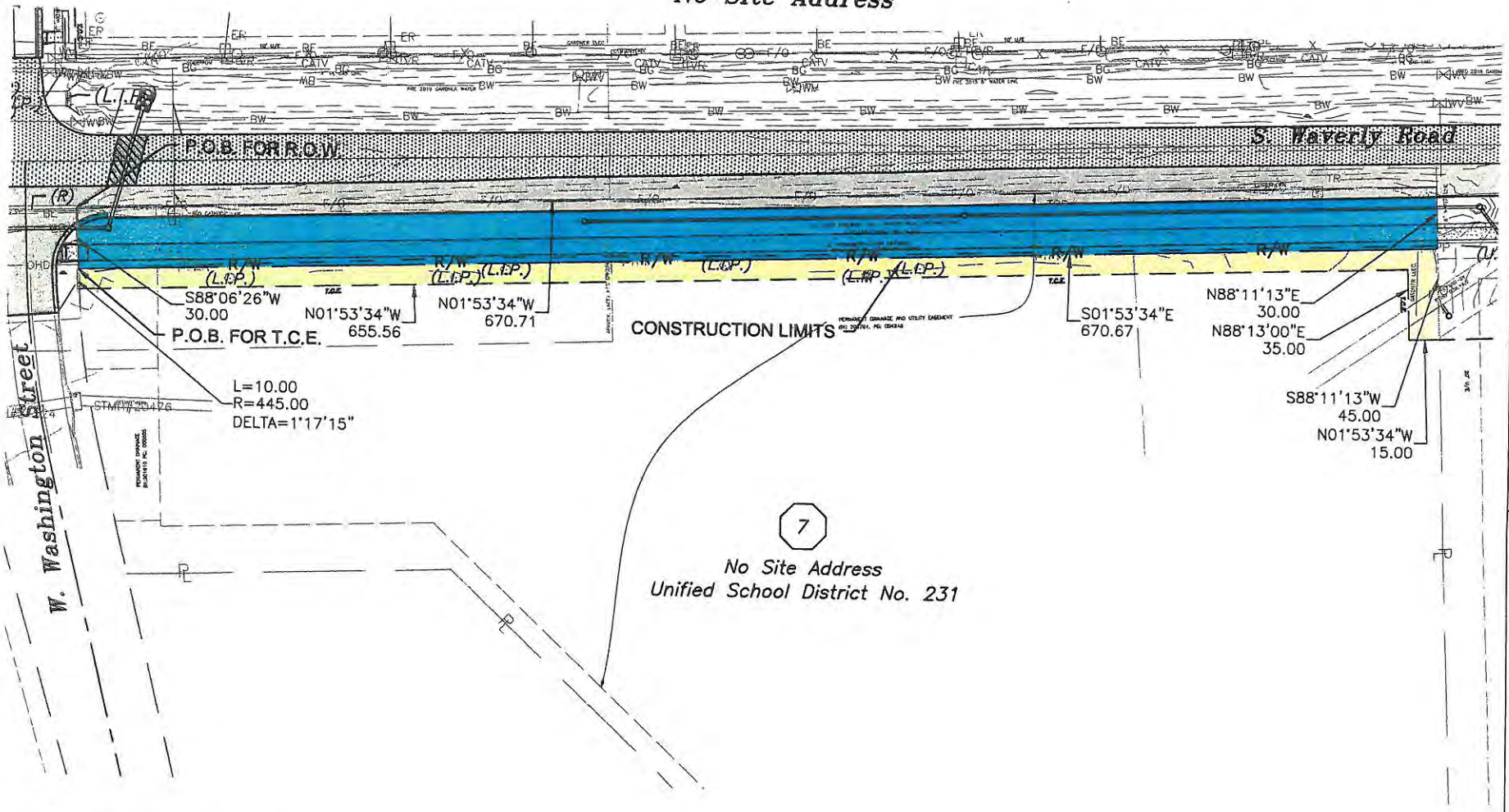
Commencing at the Southwest corner of said Southwest Quarter; thence North 01°53'34" West, along the West line of said Southwest Quarter, a distance of 660.92 feet to its intersection with the Westerly extension of the North right-of-way line of West Washington Avenue as now established; thence North 88°06'26" East, along said Westerly extension and continuing along said North right-of-way line, a distance of 50.00 feet to a point of curvature on the North right-of-way line of said West Washington Avenue, said point of curvature being the Point of Beginning; thence in a easterly direction along a curve to the left that is tangent with the exit of the last described course, having a radius of 445.00 feet, a central angle of 01°17'15", an arc length of 10.00 feet; thence North 01°53'34" West a distance of 655.56 feet; thence North 88°13'00" East a distance of 35.00 feet; thence North 01°53'34" West a distance of 15.00 feet to a point on the North line of the South one-half of the Southwest Quarter of said Section 23 of; thence South 88°11'13" West, along said North line, a distance of 45.00 feet to a point on the East line of the West 50.00 feet of said Southwest Quarter; thence South 01°53'34" East, along said East line, a distance of 670.67 feet to the Point of Beginning. Containing 7,231 square feet, more or less.

The bearings used in this description are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-202
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 7
UNPLATTED
No Site Address



LEGEND

- T.C.E. = Temporary Construction Easement
- R.O.W. = Right-of-Way
- P.O.B. = Point of Beginning

NORTH

50 25 0 50
SCALE IN FEET

Affinis corp.
ENGINEERS • SURVEYORS
9800 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-339-1152
Toll Free: 877-327-5485
Fax: 913-339-1111
www.affinis.us
Building long-lasting relationships

CITY OF GARDNER, KANSAS
WAVERLY (US-56 TO MADISON STREET)
2019 CARS
TRACT MAP 7

1
1 OF 1

10/3/12
1:59 PM

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. # 8 Parcel No. _____

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 26th day of July, 2021, by and between **UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS**, a Kansas public school district (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, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for public utility lines, limited to storm sewer line(s) 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
TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the sewer lines constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns.

SECTION THREE
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not allow or construct or permit to be constructed any structure, trees, overhanging tree branches or landscaping, or obstructions on or over the above described easement area or

interfere with the construction, maintenance, or operation of utility lines and appurtenance constructed pursuant to this instrument. Grantee and any public utility company, or their agents, shall have the right to trim back any overhanging tree branches and landscaping to the main trunk located on Grantor's property. Grantor further agrees that it will not change the grade of the area within the easement without approval of the Grantee. Except as herein specifically provided, the rights granted herein shall not be construed to interfere with or restrict Grantor, its successor or assigns, from the use of the above-described real property.

SECTION FOUR
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 FIVE
RESTORATION OF PROPERTY AND INDEMNITY

By acceptance of this easement, Grantee agrees that during and immediately following initial construction and any subsequent reconstruction and/or maintenance of any storm sewer facilities, that it will protect Grantor's property and adjacent property from any damage, injury or loss arising from Grantee's use of the real property hereinbefore described and, subject to the storm sewer facilities, restore the real property described in Exhibit A hereto to as near the original condition as possible, including the replacement of sod and re-seeding.

Notwithstanding anything herein to the contrary, to the extent permitted by Kansas law and subject to any limitations or defenses provided Grantee under the Kansas Tort Claims Act, by acceptance and use of this easement, Grantee agrees to defend, indemnify and hold harmless the Grantor, its officers, agents, and employees from and against any and all costs, damage to property of Grantor, or any other person or property, arising out of or in any way resulting from Grantee's activities or exercise of its respective rights granted hereunder. This covenant shall run with the land.

SECTION SIX
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

[Signature Pages Follow Directly]

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

UNIFIED SCHOOL DISTRICT NO. 231,
JOHNSON COUNTY, STATE OF KANSAS

By: _____

Printed Name: Rob Shippy
President, Board of Education

ATTEST:

By: Debra D. Starling

Printed Name: Debra D. Starling
Clerk, Board of Education

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26th day of July, ~~2019~~ 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *[insert names]* ROB SHIPPY and DEBRA STARLING, the President and Clerk, respectively, of the Board of Education, Unified School District No. 231, Johnson County, State of Kansas, who are personally known to be to be the same persons who executed as such officers/members the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Daphne Pippitt
Notary Public

My Appointment Expires:

3-5-2024

NOTARY PUBLIC - State of Kansas
Daphne Pippitt
My Appt. Expires 3-5-2024

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF GARDNER SEAL KANSAS

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 30th day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Pruetting, City Administrator of the City of Gardner, Kansas, and Sharon Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires:
9/2/2024

STATE OF KANSAS NOTARY PUBLIC

JASON BRUCE
My Appointment Expires
September 2, 2024

Tract 8 Permanent Drainage Easement
425 N. Waverly Road
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

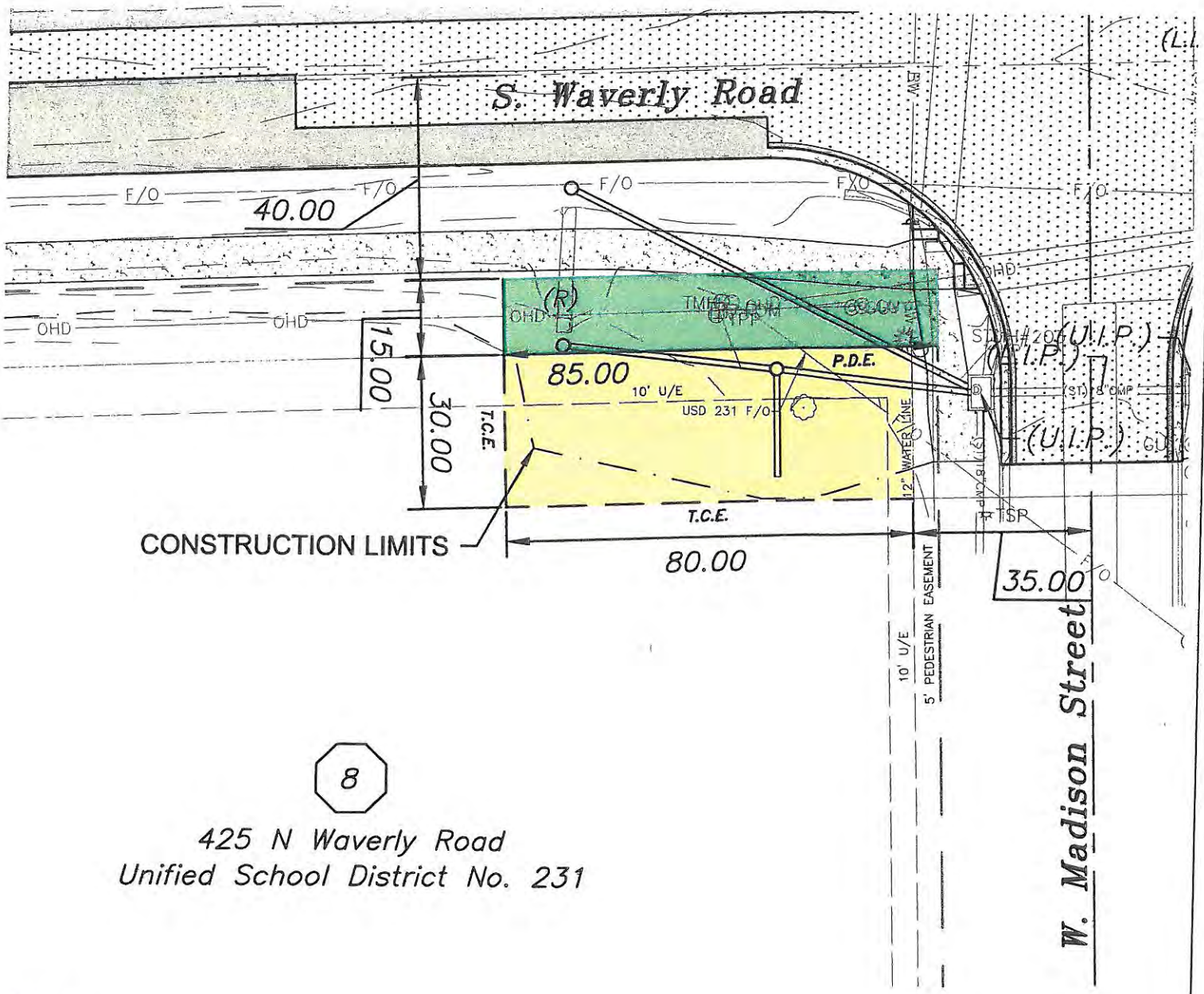
Permanent Drainage Easement

All the East 15.00 feet of the West 55.00 feet of the South 85.00 feet of the North 145.00 feet of the Northwest Quarter of the Southwest Quarter of Section 23, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas. Containing 1,275 square feet, more or less.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-2021
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 8 (NORTH)
ELEMENTARY ON MADISON
425 N. Waverly Road



8

425 N Waverly Road
Unified School District No. 231

LEGEND

T.C.E. = Temporary Construction Easement

P.D.E. = Permanent Drainage Easement

NORTH

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SCALE IN FEET

5/13/2021
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Affinis corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-239-1100
Toll Free: 877-527-5468
Fax: 913-239-1111
www.affinis.us

CITY OF GARDNER, KANSAS
WAVERLY (US-56 TO MADISON STREET)
2019 CARS

TRACT MAP 9

Date: 4/1/2021
Drawn By: BJG
Checked By: JAM
Approved By: JAM
File: TRACT MAP 9
Job #18-0304-01

1

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. # 8 Parcel No. _____

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 26th day of July, 2021, by and between **UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS**, a Kansas public school district (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, 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 this easement and expiring two (2) years thereafter, or sixty (60) days after project acceptance, 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 (2) years.

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.

By acceptance of this easement, Grantee agrees that during and immediately following initial construction and any subsequent reconstruction and/or maintenance of any storm sewer

facilities, that it will protect Grantor's property and adjacent property from any damage, injury or loss arising from Grantee's use of the real property hereinbefore described and, subject to the storm sewer facilities, restore the real property described in Exhibit A hereto to as near the original condition as possible, including the replacement of sod and re-seeding. Grantor further agrees that it will not change the grade of the area within the easement without approval of the Grantee.

Notwithstanding anything herein to the contrary, to the extent permitted by Kansas law and subject to any limitations or defenses provided Grantee under the Kansas Tort Claims Act, by acceptance and use of this easement, Grantee agrees to defend, indemnify and hold harmless the Grantor, its officers, agents, and employees from and against any and all costs, damage to property of Grantor, or any other person or property, arising out of or in any way resulting from Grantee's activities or exercise of its respective rights granted hereunder. This covenant shall run with the land.

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 and Grantee do hereby consent and agree.

[Signature Pages Follow Directly]

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

UNIFIED SCHOOL DISTRICT NO. 231,
JOHNSON COUNTY, STATE OF KANSAS

By: _____

Printed Name: Rob Shippy
President, Board of Education

ATTEST:

By: Debra D. Starling

Printed Name: Debra D. Starling
Clerk, Board of Education

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26th day of July, ~~2019~~ 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *[insert names]* ROB SHIPPY and DEBRA STARLING, the President and Clerk, respectively, of the Board of Education, Unified School District No. 231, Johnson County, State of Kansas, who are personally known to be to be the same persons who executed as such officers/members the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Daphne Pippitt
Notary Public

My Appointment Expires:

3-5-2024

NOTARY PUBLIC - State of Kansas
Daphne Pippitt
My Appt. Expires 3-5-2024

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF GARDNER SEAL KANSAS

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 2 day of August, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Pruetting, City Administrator of the City of Gardner, Kansas, and Sharron Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires:

March 25, 2025

STATE OF KANSAS NOTARY PUBLIC
VICKY TRUMBLY
My Appointment Expires
March 25, 2025

Tract 8 Temporary Construction Easement
425 N. Waverly Road
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

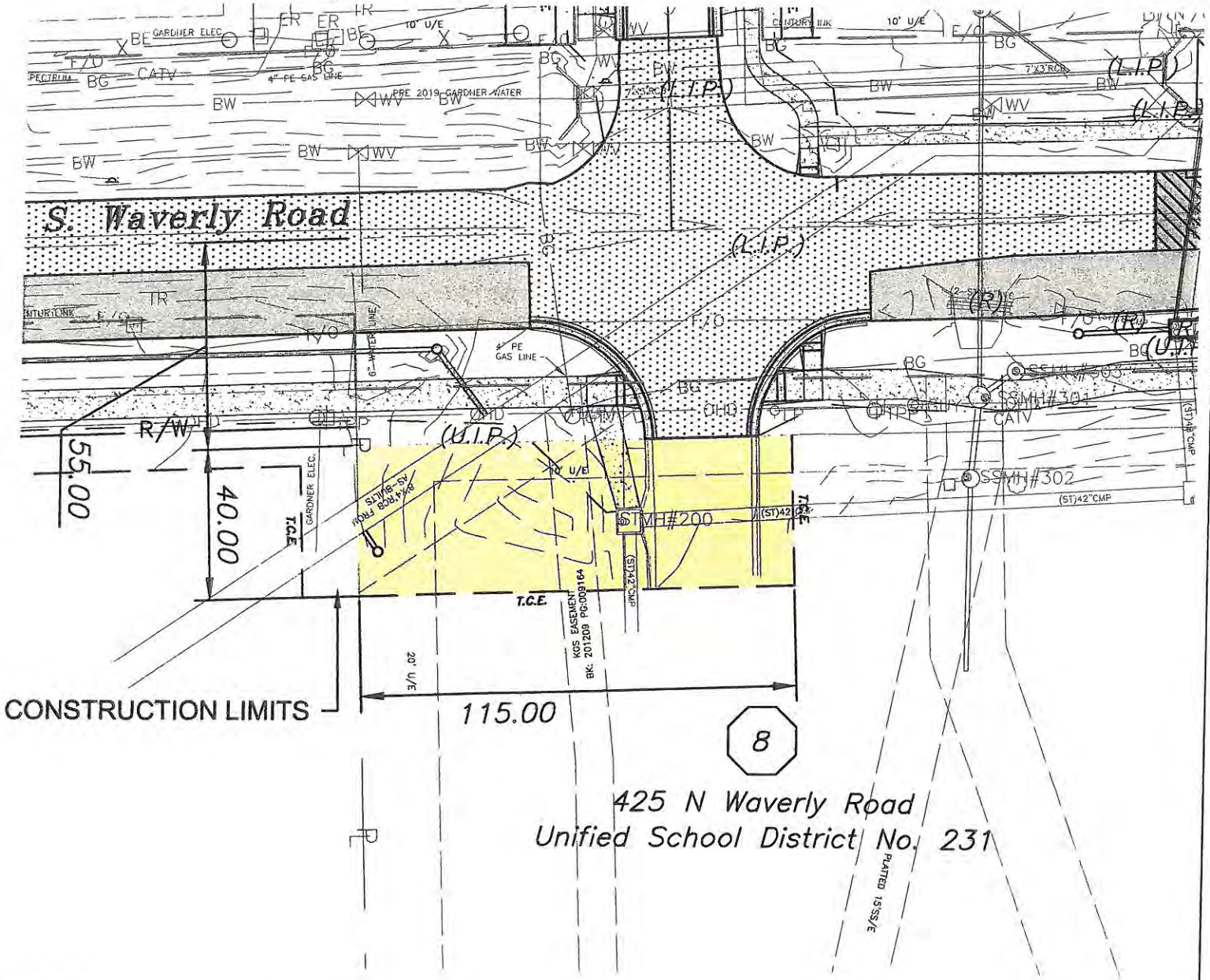
Temporary Construction Easement

All the East 40.00 feet of the West 95.00 feet of the South 115.00 feet, and all the East 30.00 feet of the West 85.00 feet of the South 80.00 feet of the North 145.00 feet of the Northwest Quarter of the Southwest Quarter of Section 23, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas. Containing 7,000 square feet, more or less.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-2021
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 8 (SOUTH)
ELEMENTARY ON MADISON
425 N. Waverly Road



LEGEND

T.C.E. = Temporary Construction Easement

NORTH

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SCALE IN FEET

5/13/2021
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Affinis corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-239-1100
Toll Free: 877-527-5468
Fax: 913-239-1111
www.affinis.us

CITY OF GARDNER, KANSAS
WAVERLY (US-56 TO MADISON STREET)
2019 CARS

TRACT MAP 8

Date: 4/1/2021
Drawn By: BJG
Checked By: JAM
Approved By: JAM
File: TRACT MAP 8
Job #18-0304-01

1

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. # 9 Parcel No. _____

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 26th day of July, 2021, by and between **UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS**, a Kansas public school district (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, 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 this easement and expiring two (2) years thereafter, or sixty (60) days after project acceptance, 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 (2) years.

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.

By acceptance of this easement, Grantee agrees that during and immediately following initial construction and any subsequent reconstruction and/or maintenance of any storm sewer

facilities, that it will protect Grantor's property and adjacent property from any damage, injury or loss arising from Grantee's use of the real property hereinbefore described and, subject to the storm sewer facilities, restore the real property described in Exhibit A hereto to as near the original condition as possible, including the replacement of sod and re-seeding. Grantor further agrees that it will not change the grade of the area within the easement without approval of the Grantee.

Notwithstanding anything herein to the contrary, to the extent permitted by Kansas law and subject to any limitations or defenses provided Grantee under the Kansas Tort Claims Act, by acceptance and use of this easement, Grantee agrees to defend, indemnify and hold harmless the Grantor, its officers, agents, and employees from and against any and all costs, damage to property of Grantor, or any other person or property, arising out of or in any way resulting from Grantee's activities or exercise of its respective rights granted hereunder. This covenant shall run with the land.

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 and Grantee do hereby consent and agree.

[Signature Pages Follow Directly]

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS

By: _____

Printed Name: Rob Shippy
President, Board of Education

ATTEST:

By: Debra D. Starling

Printed Name: Debra D. Starling
Clerk, Board of Education

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26th day of July, ~~2019~~ 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *[insert names]* ROB SHIPPY and DEBRA STARLING, the President and Clerk, respectively, of the Board of Education, Unified School District No. 231, Johnson County, State of Kansas, who are personally known to be to be the same persons who executed as such officers/members the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Daphne Pippitt
Notary Public

My Appointment Expires:

3-5-2024

NOTARY PUBLIC - State of Kansas
Daphne Pippitt
My Appt. Expires 3-5-2024

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF GARDNER SEAL KANSAS

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 30th day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim Pruetting, City Administrator of the City of Gardner, Kansas, and Sharon Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires:
9/2/2024

Tract 9 Temporary Construction Easement
800 W. Madison Street
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

Temporary Construction Easement

All that part of Lot 1, ELEMENTARY ON MADISON, a subdivision of record in the City of Gardner, Johnson County, Kansas, being described as follows:

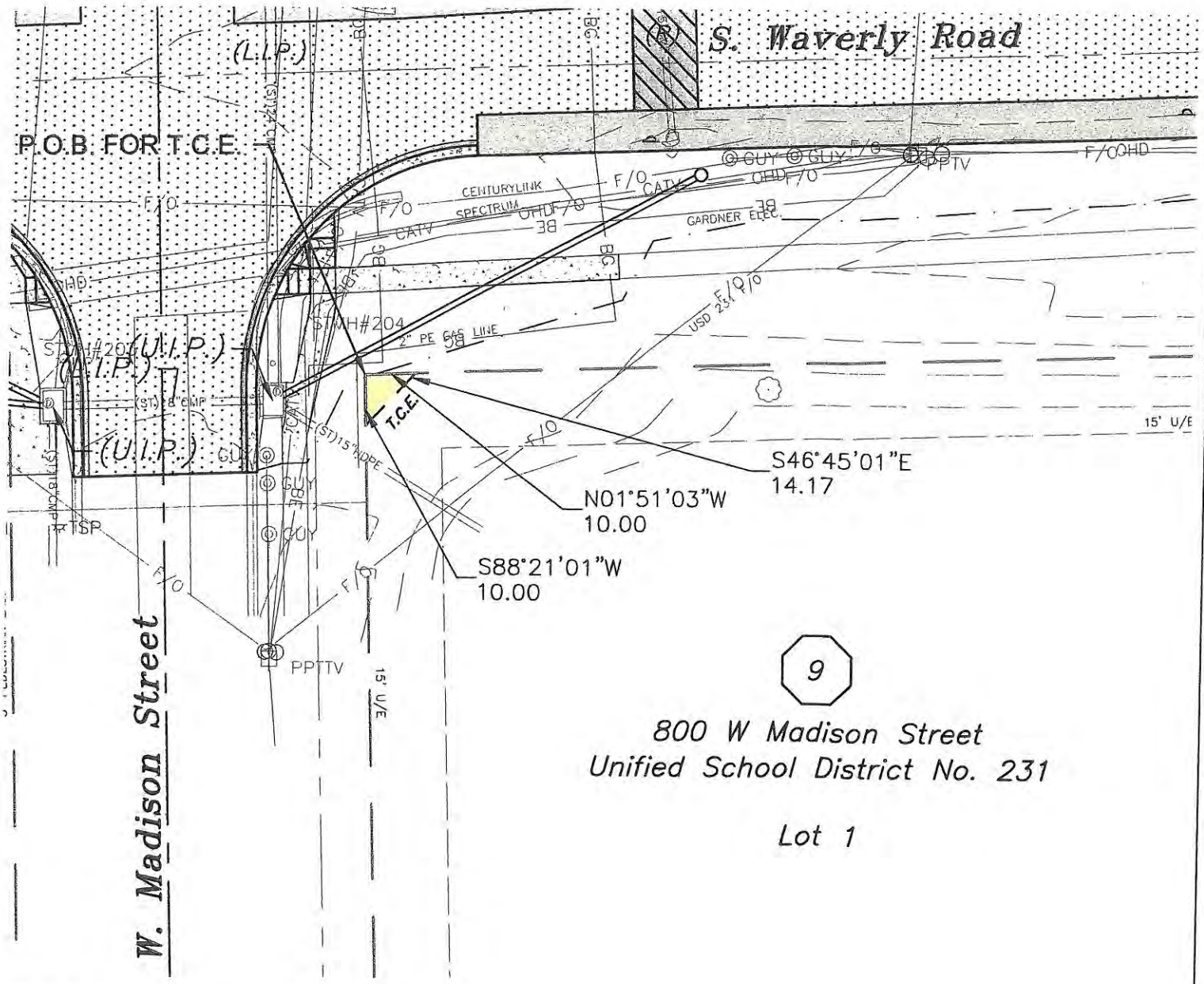
Beginning at the Southwest corner of said Lot 1, thence North 01°51'03" West, along the West line of said Lot 1, a distance of 10.00 feet; thence South 46°45'01" East a distance of 14.17 feet to a point on the South line of said Lot 1; thence South 88°21'01" West, along said South line, a distance of 10.00 feet to the Point of Beginning. Containing 50 square feet, more or less.

The bearings used in this description are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-2021
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 9
Lot 1, ELEMENTARY ON MADISON
800 W. Madison Street



LEGEND

T.C.E. = Temporary Construction Easement

NORTH

30 15 0 30

SCALE IN FEET

5/13/2021
T:\18-0304-01\PROJECT\SURVEY\EASEMENTS\TractMapBase.dwg

Affinis corp
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-239-1100
Toll Free: 877-527-5468
Fax: 913-239-1111
www.affinis.us

CITY OF GARDNER, KANSAS
WAVERLY (US-56 TO MADISON STREET)
2019 CARS

TRACT MAP 9

Date: 4/1/2021
Drawn By: BJG
Checked By: JAM
Approved By: JAM
File: TRACT MAP 9
Job #18-0304-01

1

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. #____ Parcel No. _____
(LLC, Corporation, Partnership)

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this 25 day of May, 202_, by and between SO Waverly 56 LLC, 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.

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

GRANTOR:
SO Waverly SC LLC
(Name of LLC, Corporation, Partnership)

By: _____

Printed Name: Greg D. Vilbiss

Title: Member

Street Address: 531 Grand Blvd #309

City, State & Zip: KC MO 64106

GRANTEE:
CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

CITY OF GARDNER
SEAL
KANSAS

Tract 1 Temporary Construction Easement
No Site Address
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

Temporary Construction Easement

All that part of the Northwest Quarter of Section 26, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 26; thence South 02°08'48" East, along said West line, a distance of 1285.54 feet; thence North 87°51'12" East a distance of 20.00 feet to a point on the East right-of-way line of South Waverly Road as now established, said point being the Point of Beginning; thence South 31°27'30" East a distance of 107.85 feet to a point on the North right-of-way line of US-56 as now established; thence North 46°48'43" East, along said North right-of-way line, a distance of 15.32 feet; thence North 31°27'30" West a distance of 100.81 feet; thence North 02°08'48" West a distance of 331.50 feet to a point on the North line of a tract of land being described as Tract 1 in a Special Warranty Deed being recorded in Book 201911, at Page 005978; thence South 88°01'03" West, along said North line, a distance of 15.00 feet to a point on the East right-of-way line of said South Waverly Road; thence South 02°08'48" East, along said East line, a distance of 335.46 feet to the Point of Beginning. Containing 6,567 square feet, more or less.

The bearings used in this description are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-2021
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

City Project No. 2001
Project Name Waverly, US-56 to Madison
Tr. #____ Parcel No. _____

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, Made and entered into this 25 day of May, 2021, by and between So Waverly 56 LLC, 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
DEDICATION

In consideration of One and No/100 Dollar ($1.00) in hand paid and other valuable considerations, including just compensation paid for all property damage resulting from the public improvement 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; receipt of which is hereby acknowledged, the Grantor does hereby grant, convey and dedicate to the Grantee, for public use forever, with the right to ingress and egress hereto, the following described property to be used for public street, sidewalks, traffic storm drainage, utility and/or public purposes:

SEE EXHIBITS "A & B"
ATTACHED HERETO AND BY
REFERENCE MADE A PART HEREOF.

Grantor does hereby covenant and promise to the Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 25th day of MAY 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GREG DIVILBISS (Name), MEMBER (Title) of SO LOVERLY 56, LLC, a LLC, 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 set my hand and affixed my seal the day and year first above written.

NOTARY PUBLIC - State of Kansas
KRISTIE HATLEY
My Appt. Expires 9/07/2022

Notary Public

My Appointment Expires:

9/07/2022

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26 day of May, 2021, 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.

Notary Public

My Appointment Expires:

March 25, 2025

STATE OF KANSAS NOTARY PUBLIC
VICKY TRUMBLY
My Appointment Expires
March 25, 2025

Tract 1 Permanent Right-of-Way
No Site Address
Waverly Road (US-56 to Madison)
Project: PW1806
Affinis Corp No. 18-0304-01

Attachment "A"

Permanent Right-of-Way

All that part of the Northwest Quarter of Section 26, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being described as follows:

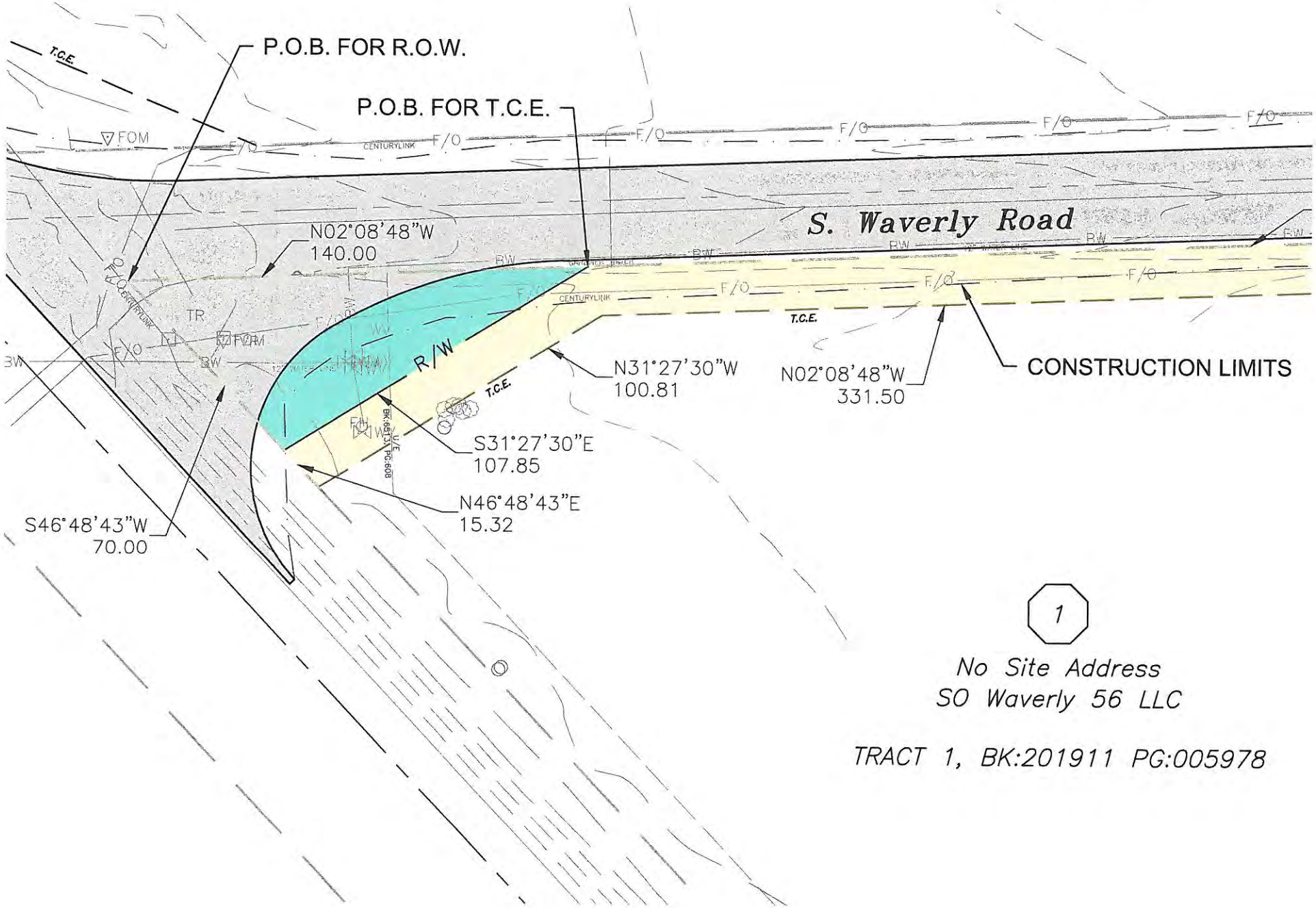
Commencing at the Northwest corner of the Northwest Quarter of said Section 26; thence South 02°08'48" East, along said West line, a distance of 1425.54 feet; thence North 87°51'12" East a distance of 20.00 feet to the point of intersection of the East right-of-way line of South Waverly Road and the North right-of-way line of US-56 Highway, as now established, said point being the Point of Beginning; thence North 02°08'48" West, along the East right-of-way line of said South Waverly Road, a distance of 140.00 feet; thence South 31°27'30" East a distance of 107.85 feet to a point on the North right-of-way line of said US-56; thence South 46°48'43" West along the North right-of-way line of said US-56, a distance of 70.00 feet to the Point of Beginning. Containing 3,696 square feet, more or less.

The bearings used in this description are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.

JONATHAN AUBREY MEYER
LICENSED
1579
5-6-202
KANSAS
PROFESSIONAL SURVEYOR

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 1
UNPLATTED
No Site Address



1

No Site Address
SO Waverly 56 LLC

TRACT 1, BK:201911 PG:005978

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider authorizing the execution of an agreement with Go Full Cloud for Office 365 licensing

Strategic Priority: Infrastructure and Asset Management

Department: Administration

Staff Recommendation:
Staff recommends authorizing the City Administrator to enter into an agreement with Go Full Cloud for Office 365 licensing.

Background/Description of Item:
The City of Gardner utilizes the Microsoft Office suite of products for general office productivity and connectivity needs. Licensing must be renewed on an annual basis, and is based on the anticipated number of users. The city utilizes the Government Community Cloud (GCC) plan, which is designed to meet the specialized security and regulatory needs of government entities.

The agreement includes both G1 and G3 licenses, as well as an exchange plan. G1 licenses include only the web-based versions of the office suite of products, while G3 licenses include the desktop versions as well. There are additional differences in storage and accessibility between these products. The exchange plan includes only products related to email and connectivity. The City of Gardner's IT Department determines how many of each type of license are required based on multiple factors including, but not limited to, expected usage based on job description and user feedback.

Four (4) informal bids for these services were received as outlined in the chart below. Go Full Cloud offered the lowest price.

	Office 365 GCC G1	Office 365 GCC G3	Office 365 Exchange Online Plan 1 for GCC	Total
Go Full Cloud	$7,680.00	$16,320.00	$1,344.00	**$25,344.00**
Dell	$8,500.00	$18,062.50	$1,487.50	$28,050.00
Softchoice	$8,962.00	$19,045.10	$1,564.50	$29,571.60
Zones	$8,616.00	$18,309.00	$1,507.80	$28,432.80

Financial Impact:
Funding for this service is included in the IT budget.

Attachments included:

- Go Full Cloud licensing quote

Suggested Motion:

Authorize the City Administrator to enter into an agreement with Go Full Cloud for Office 365 licensing in the amount of $25,344.00.

Go Full Cloud
ALWAYS UP

ADDRESS
Charles E Smith
City of Gardner
120 East Main Street
Gardner, KS 66030

SHIP TO
Charles E Smith
City of Gardner
120 East Main Street
Gardner, KS 66030

ESTIMATE # 1032
DATE 06/30/2021

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Office 365 GCC G3	85	192.00	16,320.00
Office 365 GCC G1	100	76.80	7,680.00
Exchange Online (Plan 1) for GCC	35	38.40	1,344.00

TOTAL **$25,344.00**

Accepted By

Accepted Date

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider reappointments to the Airport Advisory Board

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider reappointing David Gleiter and Jerry Fifield to the Airport Advisory Board with terms expiring January 2024.

Background/Description of Item:

David Gleiter and Jerry Fifield are currently serving as members of the Airport Advisory Board and have filed for reappointment. Mayor Shute and the interview committee recommend they be reappointed with terms expiring January 2024.

Suggested Motion:

Reappoint David Gleiter and Jerry Fifield to serve on the Airport Advisory Board with terms expiring January 2024

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 8

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the execution of a Right-of-Way Maintenance Agreement for the Prairie Trace Estates development project

Strategic Priority: Infrastructure Management

Department: Public Works

Staff Recommendation:
Staff recommends that City Council authorize the Mayor to sign a right-of-way maintenance agreement for the Prairie Trace Estates development project

Background/Description:
The Prairie Trace Estates development includes an island with landscaping and monument sign on 178th Street at Clare Road and in the center of a cul-de-sac on Greeley Street. The primary purpose of the agreement is to allow the City to perform maintenance and make changes as needed in the event that these amenities are not operated and maintained in good condition.

Financial Impact:
None

Attachments Included:
- Maintenance agreement

Suggested Motion:
Authorize the Mayor to sign a right-of-way maintenance agreement for the Prairie Trace Estates development project.

RIGHT-OF-WAY MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the 3rd day of August, 2021, by and between **Grata Development, LLC**, a Kansas limited liability company, its successors and assigns ("Owner" or for recording purposes only "Grantor"), and the **City of Gardner, Kansas** ("City" or for recording purposes only "Grantee"), with an address of 120 East Main Street, Gardner, Kansas 66030.

WITNESSETH:

WHEREAS, Owner is the owner of a parcel of land located within the corporate boundaries of the City of Gardner, Kansas, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Owner desires to install the following features: landscaping, monuments, hardscaping and irrigation systems (the "Amenity" or "Amenities") within or adjacent to the public right-of-way within or adjacent to the Property; and

WHEREAS, the City has raised certain concerns regarding the responsibility for and future maintenance of the Amenities; and

WHEREAS, Owner, in order to satisfy the concerns of the City, so as to receive permission to install and maintain the Amenities in the public right-of-way, has agreed to the terms, conditions and requirements set forth in this Agreement.

NOW THEREFORE, Owner and the City agree as follows:

ARTICLE I - OWNER COVENANTS

Owner agrees:

1.1 To cause the Amenities to be operated and maintained in good condition and repair. Such maintenance shall include but not be limited to upkeep of the landscaping, monuments, and hardscaping, and repair, replacement or removal of irrigation systems. All such maintenance shall comply with any applicable City code.

1.2 That in the event the condition of the Amenities creates a situation that threatens the health, safety and welfare of the public, to immediately take whatever measures are reasonably necessary to restore the Amenities to a safe condition (the "Emergency Restoration Work").

1.3 To notify the City Engineer within 48 hours after first learning of the need for Emergency Restoration Work that involves a threat to health, safety and welfare of the public.

1.4 That in the event the Owner fails in its duty and obligation to perform Emergency Restoration Work, the City shall have the right to take whatever action is necessary to remove the threat to the public safety or welfare. If the City exercises such right, Owner shall reimburse the City for all actual expenses associated with the City's performance of

the Emergency Restoration Work, such reimbursement to occur within thirty (30) days of invoice from the City. If the Owner fails to reimburse the City as provided hereunder, the parties agree that the City may take any action permitted by law including but in no way limited to levying assessments or placing a lien on the Property. If the City is required to take legal action due to the Owner's failure to comply with this section, the Owner shall reimburse the City for all costs and expenses of such legal action, including but not limited to attorney's fees.

1.5 That in the event the Owner fails in its duty and obligation to properly operate, maintain and/or repair the Amenities, and such failure is not a threat to the public safety and welfare, the City shall provide notice to the Owner of the deficiency in operation, maintenance and/or repair of the Amenities. Such notice shall contain a description of the required maintenance, repair or replacement of the Amenities. Owner shall be afforded the opportunity to complete such maintenance, repair or replacement within 30 days of receiving notice from the City. If Owner timely commences and diligently pursues to complete such maintenance, repair or replacement but the same cannot be reasonably complete during such 30 day period, Owner shall be afforded an additional reasonable amount of time to complete the same upon notice of the delay to the City, which shall include reasons for the delay and an expected completion date. If, after thirty (30) days of such notice to the Owner, the Owner fails to remedy the deficiency or commence remediation, the City may perform all necessary work to bring the Amenities into the proper operation, maintenance and/or repair. The Owner shall reimburse the City for all actual expenses associated with the City's performance of such work within thirty (30) days of invoice from the City, including expenses associated with the City's attempt to have the Owner remedy the deficiency. If the Owner fails to reimburse the City as provided hereunder, the parties agree that the City may take any action permitted by law including but in no way limited to levying assessments or placing a lien on the Property. If the City is required to take legal action due to the Owner's failure to remedy a deficiency, the Owner shall reimburse the City for all costs and expenses of such legal action, including but not limited to attorney's fees.

1.6 That should the City, in the City's reasonable discretion, determine that the Amenities, or any individual Amenity, is endangering the public health, safety or welfare, or has become a nuisance, or unreasonably interferes in any way with the City's use of the right-of-way, then upon request of the City, the Owner will remove or cause to be removed the Amenity or Amenities from the right-of-way and the Owner shall repair any damage caused thereby at the Owner's expense. Should the Owner fail to comply with the City's removal request, the City may remove the same and the Owner shall reimburse the City for the removal of the Amenity or Amenities and repair the right-of-way within thirty (30) days of receipt of invoice from the City. If the Owner fails to reimburse the City as provided hereunder, the parties agree that the City may take any action permitted by law including but in no way limited to levying assessments or placing a lien on the Property. If the City is required to take legal action due to the Owner's failure to comply with this section, the Owner shall reimburse the City for all costs and expenses of such legal action, including but not limited to attorney's fees. Owner reserves any and all rights it may have at law or equity, to argue, assert, and/or take any position as to the legality or appropriateness of any future

ordinances, regulation or amendment thereof, however this Agreement shall create no new or independent rights at law or equity for the Owner.

1.7 To release the City, the Mayor and the members of the City Council (collectively the "Governing Body"), and employees of the City from any and all past, present or future liability for any damage that may be caused at any time by the City permitting the Amenities to be located within the public right-of-way. Owner shall not be required to release the City, Governing Body, or employees of the City for willful misconduct of the City, Governing Body, or employees of the City.

1.8 To indemnify and hold harmless the City, members of the Governing Body and employees of the City from and against any and all losses incurred or suffered by any person or to any real or personal property as a result of or in connection with the City permitting an Amenity or the Amenities to be located within the public right-of-way or with any negligent acts or omissions, intentional misconduct, reckless activity, or criminal activity, of the Owner or its agents, employees, or assigns, or any other act or omission by the Owner or its agents, employees, or assigns that could give rise to any liability to or on behalf of the City relative to its obligations under this Agreement.

1.9 Prior to the consummation of the sale of any lot located within the Property, Owner will cause to be recorded with the Office of Johnson County, Kansas Register of Deeds, a Homes or Business Owner's Association (the "Association") declarations (the "Association Declarations") covering all of the platted lots located within the Property and containing in addition to other matters normally found therein, the following provisions regarding the Amenities:

1.9.1 The Association Declarations shall acknowledge that, from and after the date the Association Declarations are filed, the Amenities are and shall be the responsibility of the Association, and the owners of real property within the Property (the "Property Owners") shall maintain the Association to be used as the vehicle by which to fulfill the obligations of this Agreement.

1.9.2 The Association Declarations shall provide that one of the duties and obligations of the Association will be to properly maintain the Amenities and keep the Amenities in good condition and repair as provided in 1.1 through 1.6, above.

1.9.3 The Association Declarations shall require that the Association release, indemnify and hold harmless the City, members of the Governing Body and employees of the City as set forth in 1.7 and 1.8, above.

1.9.4 The Association Declarations will provide for the Association's levy of assessments against the lots located within the Property sufficient to pay for the maintenance of the Amenities and for any costs incurred by reason of obligations under this Agreement. The Association shall have an enforceable lien on any lot, parcel, or unit in the subdivision in the event that the Property Owner fails to pay an assessment. However, any lien on

any lot, parcel, or unit in the subdivision pursuant to this section shall be secondary to any lien or right of the City.

1.9.5 The Association Declarations shall give the City, its successors, assigns, and designees the right to enforce all restrictions, obligations and other provisions regarding the Amenities.

1.9.6 The Association Declarations shall provide that the Association shall be responsible for the maintenance of all Amenities, including but not limited to Amenities in the median islands.

1.10 That in the event that the Association fails in any of its duties under the Association Declaration relative to the Amenities, the Owner is ultimately responsible for those obligations. Accordingly, the Owner is liable to the City for any costs, fees, or expenses required to remedy any issues or deficiencies with the Amenity or Amenities that result from any act or omission by the Association related to the Amenity or Amenities.

1.11 The Owner shall cause the Association to carry (through the Association Declarations or otherwise), or upon the Association's failure, the Property Owners shall carry, general liability insurance covering bodily injury or property damage to a third party arising out of or resulting from the failure to properly repair and/or maintain the Amenities as required herein in an amount of no less than $250,000 per occurrence, naming the City as an additional insured.

1.12 To comply with all applicable law in the performance of this Agreement, including but in no way limited to the requirement of obtaining a right-of-way work permit to accomplish installation, maintenance and/or repairs related to the Amenities when required.

1.13 That it will not consent to the termination of the Association or the Association Declarations, or to any amendment, modification or termination of any provision therein regarding the maintenance and repair of the Amenities, without the consent of the City.

ARTICLE II - OWNER ACKNOWLEDGEMENTS

2.1 As between the Owner and the City, Owner acknowledges that, subject to the provisions of this Agreement, the maintenance, repair and replacement of the Amenities is the sole responsibility of Owner.

2.2 As between the Owner and the City, Owner acknowledges that the cost of maintenance, repair, or reconstruction of the Amenities is the sole responsibility of Owner.

2.3 It is fully understood by Owner that the City is under no past, present or future obligation to expend any public funds or to take any other action to maintain or improve the Amenities. If any public funds need be expended by the City, or other action taken to maintain or improve the Amenities, the Owner agrees to reimburse the City for all costs and expenses associated with the maintenance or improvement as well as any costs or expenses of the City in enforcing this section.

ARTICLE III - CITY ACKNOWLEDGEMENTS

3.1 City agrees, upon approval of plans submitted to and approved by the City and upon a showing of compliance with this Agreement, to permit the Amenities shown on the approved plans to be constructed, maintained, and repaired in the public right-of-way, subject to the terms and conditions of this Agreement and the Owner obtaining any right-of-way permit required by City code and the Owner's compliance with other applicable laws.

3.2 If it is desired by the Owner or the Association to replace the Amenities, the Owner or Association must make such a request to the City in writing. Any replacement to the Amenities must meet the satisfaction of the City. If the Amenities are replaced without prior approval by the City, the Owner shall be liable for any costs and expenses associated with removing or altering the replacement to make it satisfactory to the City. Notice and prior approval is not required for planting of flowers or for replacement of trees, shrubbery or perennials which have died.

ARTICLE IV - MISCELLANEOUS

4.1 This Agreement shall be binding upon the parties and their respective successors and assigns, including any Association as discussed in Article 1.9. It is the intention of the parties hereto that this Agreement shall be a covenant running with the land and shall bind all successive owners of any interest in the property subject to this Agreement.

4.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

4.3 This Agreement shall be filed of record with the Johnson County, Kansas Register of Deeds.

4.4 This Agreement may only be altered or amended by written, mutual agreement of the parties. Such amendment to be filed with the Johnson County, Kansas Register of Deeds and may include a change in the type or location of the Amenities.

4.5 A copy of any plans, diagrams, or other visuals of the Amenities shall be attached to this Agreement as Exhibit B.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF GARDNER, KANSAS

By: _____
Steve Shute, Mayor

ATTEST:

_____
Sharon Rose, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

On _____, 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared Steve Shute and Sharon Rose, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument as Mayor and City Clerk, respectively, of the City of Gardner, Kansas, the city of the second class therein named, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

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

_____
Notary Public

My Commission Expires:

_____

GRATA DEVELOPMENT, LLC,
a Kansas limited liability company

By: Grata, LLC,
a Kansas limited liability company,
Manager

By: _____
Travis Schram, Manager

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

On August 3, 2021, before me, the undersigned, a Notary Public in and for said state, appeared Travis Schram, to me personally known, who, being by me duly sworn did say that he is the Manager of Grata, LLC, a Kansas limited liability company, the Manager of Grata Development, LLC, a Kansas limited liability company, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

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

_____
Notary Public

My Commission Expires:
2/23/2021

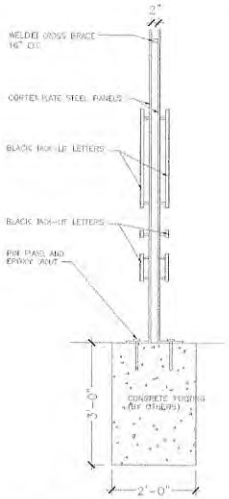
STATE OF KANSAS NOTARY PUBLIC
MARCIA K. BERGIN
My Appointment Expires
February 23, 2024

EXHIBIT A

Legal Description

Lots 1 through 27, PRAIRIE TRACE ESTATES, FIRST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas.

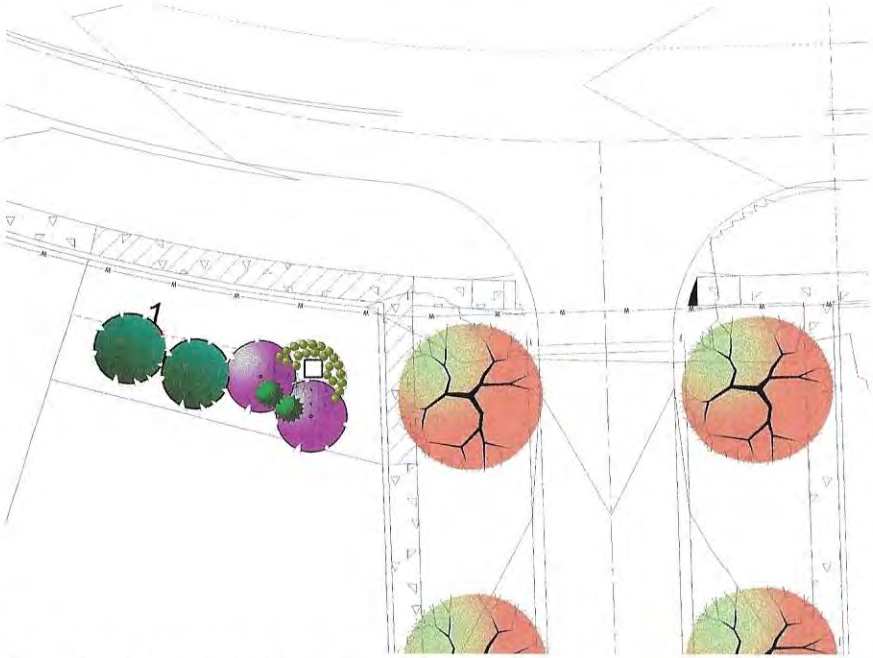
Lots 1 through 27, PRAIRIE TRACE MEADOWS, FIRST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas.



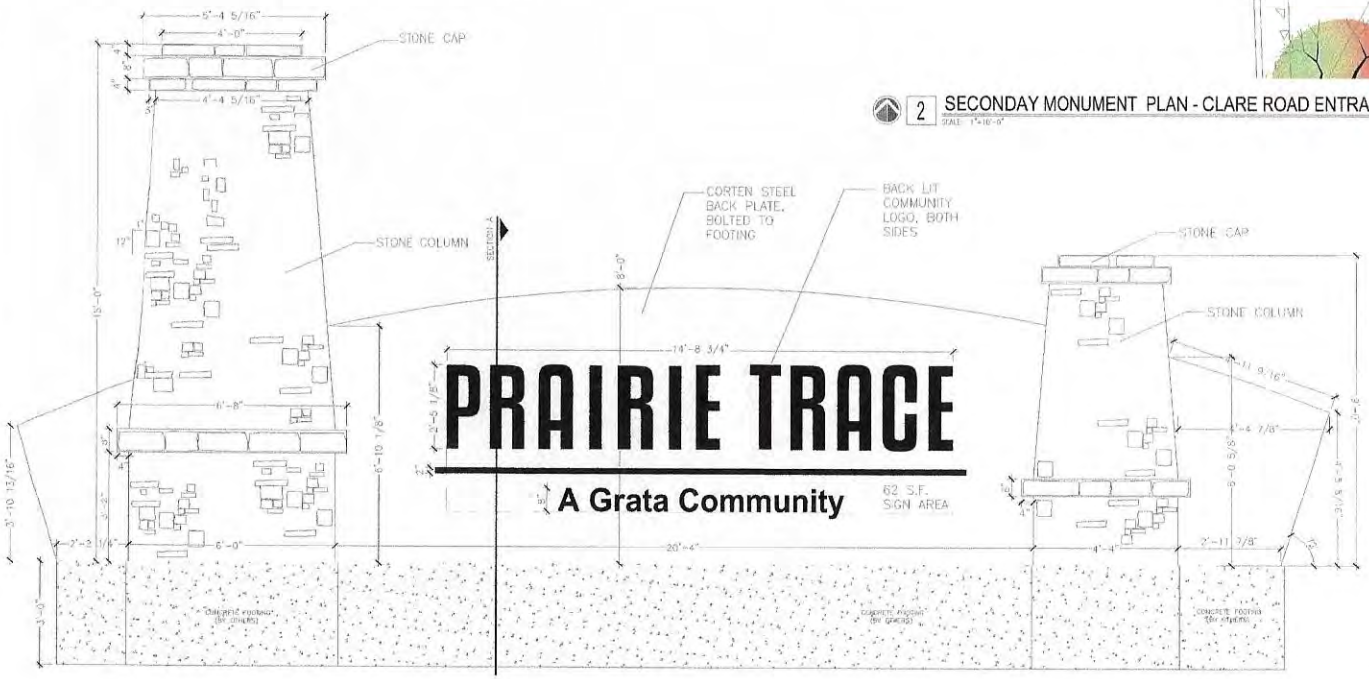
1 SECTION VIEW 'A' - SIGN PANEL
SCALE: NTS

Landscape Schedule (Excludes street trees)

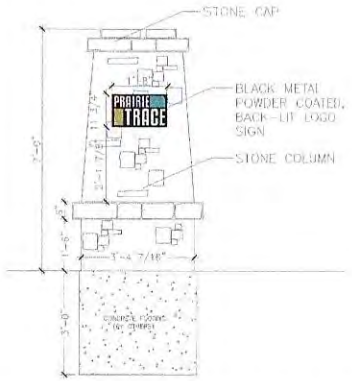
Symbol	Qty.	Botanical Name	Common Name	Min. Size	Spacing	Remarks
OVERSTORY TREES						
	9	Acer saccharum	Sugar Maple	4"	8' min. clear, ground to canopy	
	3	Quercus rubra	Northern Red Oak	4"	8' min. clear, ground to canopy	
	3	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	4"	8' min. clear, ground to canopy	
	8	Tilia cordata	Littleleaf Linden	4"	8' min. clear, ground to canopy	
	8	Acer x freemanii 'Autumn Blaze'	Freeman Maple	4"	8' min. clear, ground to canopy	
EVERGREEN TREES						
	9	Juniperus virginiana 'Brodchick'	Eastern Juniper	6' Ht.	symmetrical pyramidal form	
	9	Picea pungens	Colorado Blue Spruce	6' Ht.	symmetrical pyramidal form	
	2	Picea abies	Norway Spruce	6' Ht.	symmetrical pyramidal form	
ORNAMENTAL TREES						
	5	Cercis canadensis	Eastern Redbud	1.5"		
DECIDUOUS SHRUBS/ORNAMENTAL GRASSES						
	22	Ceanothus americanus 'Georgia'	Georgia Ceanothus	1 gal.		Plant @ 18" O.C.
	9	Spiraea x bumalda 'Lemonchiffon'	Lemonchiffon Spirea	5 gal.		Plant @ 3' O.C.
	14	Hydrangea paniculata 'Quick Fire'	Little Quick Fire Hydrangea	3 gal.		Plant @ 4' O.C.
	9	Syringa x 'Bloomerang'	Bloomerang Purple Lilac	5 gal.		Plant @ 6' O.C.
EVERGREEN SHRUBS						
	9	Aronia melanocarpa 'Iron Chief'	Iron Chief Chokeberry	3 gal.		Plant @ 4' O.C.
	9	Picea glauca 'Densata'	Black Hills Spruce	5 gal.		Plant @ 4' O.C.
	3	Juniperus chinensis 'Spartan'	Spartan Juniper	5' Ht.		Symmetrical pyramidal form
GROUNDCOVERS AND GRASSES						
	7	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 gal.		Plant @ 18" O.C.
	9	Sesleria autumnalis 'Sheppard's Blond'	Autumn Blond Sesleria	1 gal.		Plant @ 24" O.C.
EVERGREENS						
	9	Hemerocallis 'Happy Returns'	Happy Returns Daylily	1 gal.	3 fans min.	Plant @ 18" O.C.
	9	Allium 'Millennium'	Onion - Ornamental	1 gal.		Plant @ 18" O.C.



2 SECONDAY MONUMENT PLAN - CLARE ROAD ENTRANCE
SCALE: 1"=10'-0"



3 ELEVATION VIEW OF CLAIR ROAD MONUMENT (LOCATED IN MEDIAN)
SCALE: NTS



4 SECONDARY COLUMN ELEVATION DETAIL
SCALE: NTS

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15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED KANSAS LANDSCAPE ARCHITECT

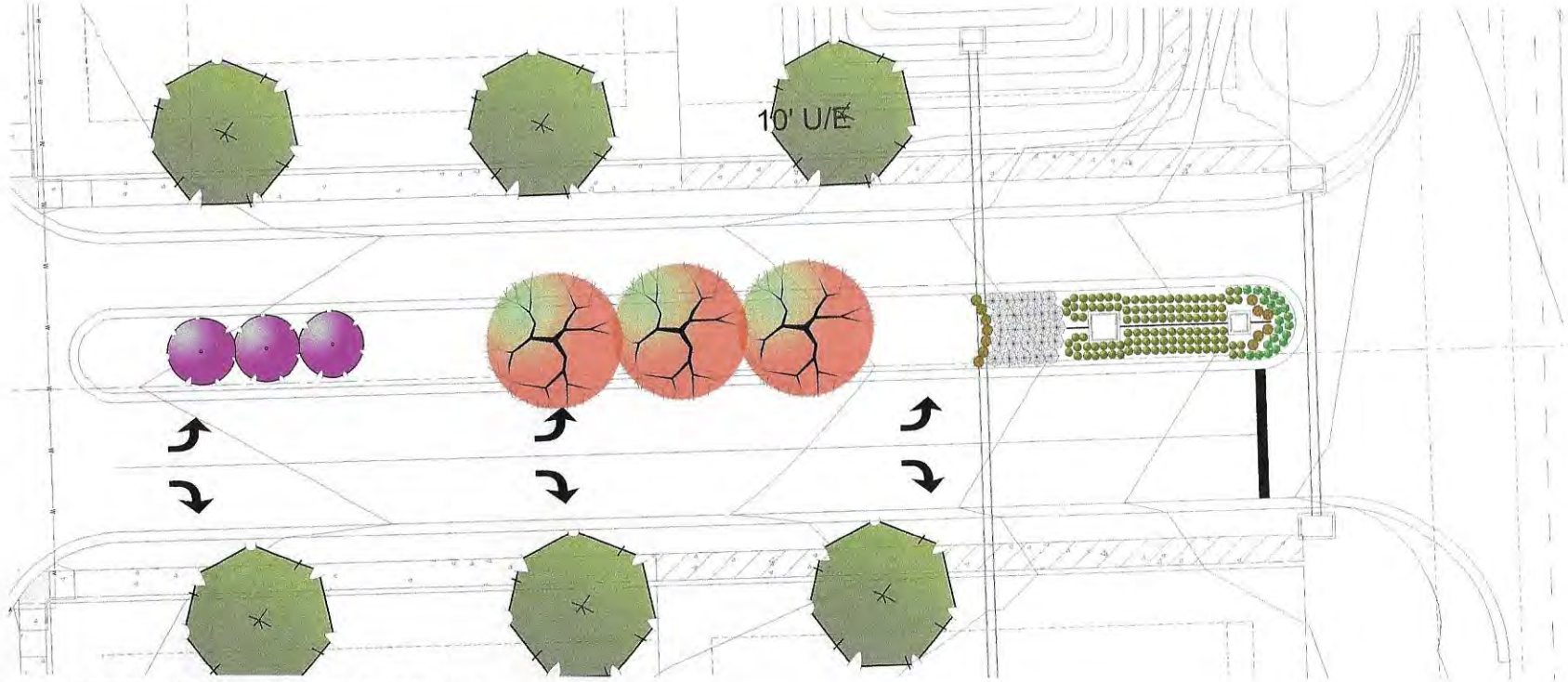
CLIENT
Grata Development
6300 W 143rd St
Suite 200
Overland Park, KS 66223

PROJECT
SITE PLAN
Prairie Trace Community
SE Cor of 175th and I-35
Gardner, KS

SCALE: 1"=10'
NORTH
0 10 20 30

Date: 11.25.2020
Project #: 622
Landscape Plan

L4



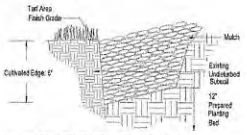
1 MAIN ENTRY LANDSCAPE PLAN - CLARE ROAD ENTRANCE
SCALE: 1"=10'-0"

Planting Notes

1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: if plants are not labeled - they are existing and shall remain.
5. In the event of work in or on JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.



2 CULTIVATED EDGE DETAIL
SCALE: NTS

TREE PLANTING NOTES:
1) DO NOT HEAVILY PRUNE THE TRUNK. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN

2) MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE

3) SET TOP OF ROOT BALL 1-2 INCHES HIGHER THAN SURROUNDING GRADE

4) APPLY 4"-7"HK WOOD MULCH, DO NOT PLACE MULCH IN DIRECT CONTACT w/ TREE TRUNK

5) EACH TREE MUST BE PLANTED SUCH THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL w/ SOIL

6) REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL (REMOVE WIRE BASKETS)

7) PLACE ALL ROOT BALLS ON UN-EXCAVATED OR TAMPED SOIL TYP

STAKING REQUIREMENTS:
1) WIRE / CABLE SHALL BE 14A/V, 12 GAUGE

2) TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING, ALLOW FOR SOME TRUNK MOVEMENT. PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOMMODATE 1½" OF GROWTH

3) STAKES SHALL BE 2"x 2" HARDWOOD OR EQUAL

PERENNIAL PLANTING NOTES:
1) APPLY 2"TRK BED OF MULCH ON PERENNIAL PLANT BED. DO NOT COVER PLANTS.

2) THOROUGHLY MIX PEAT IN TOP 3-4" OF SOIL

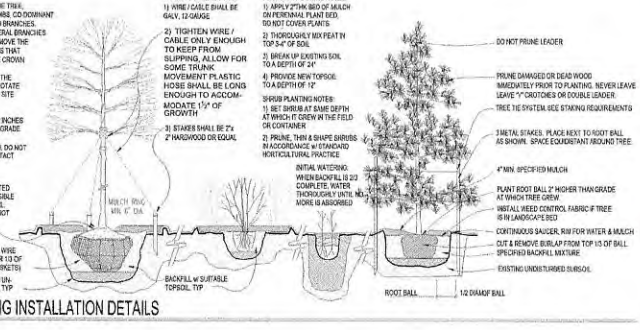
3) BREAK UP EXISTING SOIL TO A DEPTH OF 24"

4) PROVIDE NEW TOPSOIL TO A DEPTH OF 12"

SHRUB PLANTING NOTES:
1) SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER

2) PRUNE, THIN & SHAPE SHRUBS IN ACCORDANCE w/ STANDARD HORTICULTURAL PRACTICE

INITIAL WATERING: WHEN BACKFILL IS 2/3 COMPLETE, WATER THOROUGHLY UNTIL NO MORE IS ABSORBED



3 PLANTING INSTALLATION DETAILS
SCALE: NTS

Landscape Schedule (Excludes street trees)

Symbol	Qty	Botanical Name	Common Name	Min Root	Min Size	Caliper	Remarks
DECIDUOUS TREES							
	5	Betula nigra	River Birch			4"	8' min. clear, grown to canopy
	1	Quercus alba	Northern Red Oak			4"	8' min. clear, grown to canopy
	8	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust			4"	6' min. clear, grown to canopy
	8	Ginkgo biloba 'Princeton'	Princeton Ginkgo			4"	6' min. clear, grown to canopy
	8	Acer x freemanii 'Autumn'	Autumn Blaze Maple			4"	6' min. clear, grown to canopy
EVERGREEN TREES							
	9	Juniperus chinensis 'Hetzii'	Hetzii Juniper	6' ht.			symmetrical pyramidal form
	8	Juniper chinensis	Eastern Red Cedar	6' ht.			symmetrical pyramidal form
	8	Picea pungens	Blue Spruce	6' ht.			symmetrical pyramidal form
ORNAMENTAL TREES							
	3	Cercis canadensis	Eastern Redbud			1.5"	
DECIDUOUS SHRUBS/GRASSES							
	113	Liriope muscari 'Variegata'	Variegated Liriope	1 gal.			Plant @ 18" O.C.
	8	Spiraea x bumalda 'Crispa'	Crispa Spirea	5 gal.			Plant @ 3' O.C.
	8	Hydrangea paniculata 'Bobo'	Bobo Panicle Hydrangea	3 gal.			Plant @ 4' O.C.
	5	Syringa x 'Penda'	Bloomerang Purple Lilac	3 gal.			Plant @ 5' O.C.
EVERGREEN SHRUBS							
	9	Juniperus chinensis 'Sea Green'	Sea Green Juniper	1 gal.			Plant @ 4' O.C.
	9	Buxus 'Green Mountain'	Green Mountain Boxwood	3 gal.			Plant @ 4' O.C.
	9	Juniperus chinensis 'Sparkling'	Sparkling Juniper	3 gal.			Symmetrical pyramidal form
GROUNDCOVERS AND ORGANICS							
	9	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	1 gal.			Plant @ 18" O.C.
	9	Sedum spurium 'Dragon's Blood'	Dragon Blood Sedum	1 gal.			Plant @ 24" O.C.
PERENNIALS							
	21	Hemerocallis 'Happy Returns'	Happy Returns Daylily	1 gal.	2 fans min.		Plant @ 18" O.C.
	14	Hosta 'Stiletto'	Stiletto Hosta	1 gal.			Plant @ 18" O.C.

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Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED 687 KANSAS LANDSCAPE ARCHITECT

CLIENT
Grata Development
6300 W 143rd St
Suite 200
Overland Park, KS 66223

PROJECT
SITE PLAN
Prairie Trace Community
SE Cor of 175th and I-35
Gardner, KS

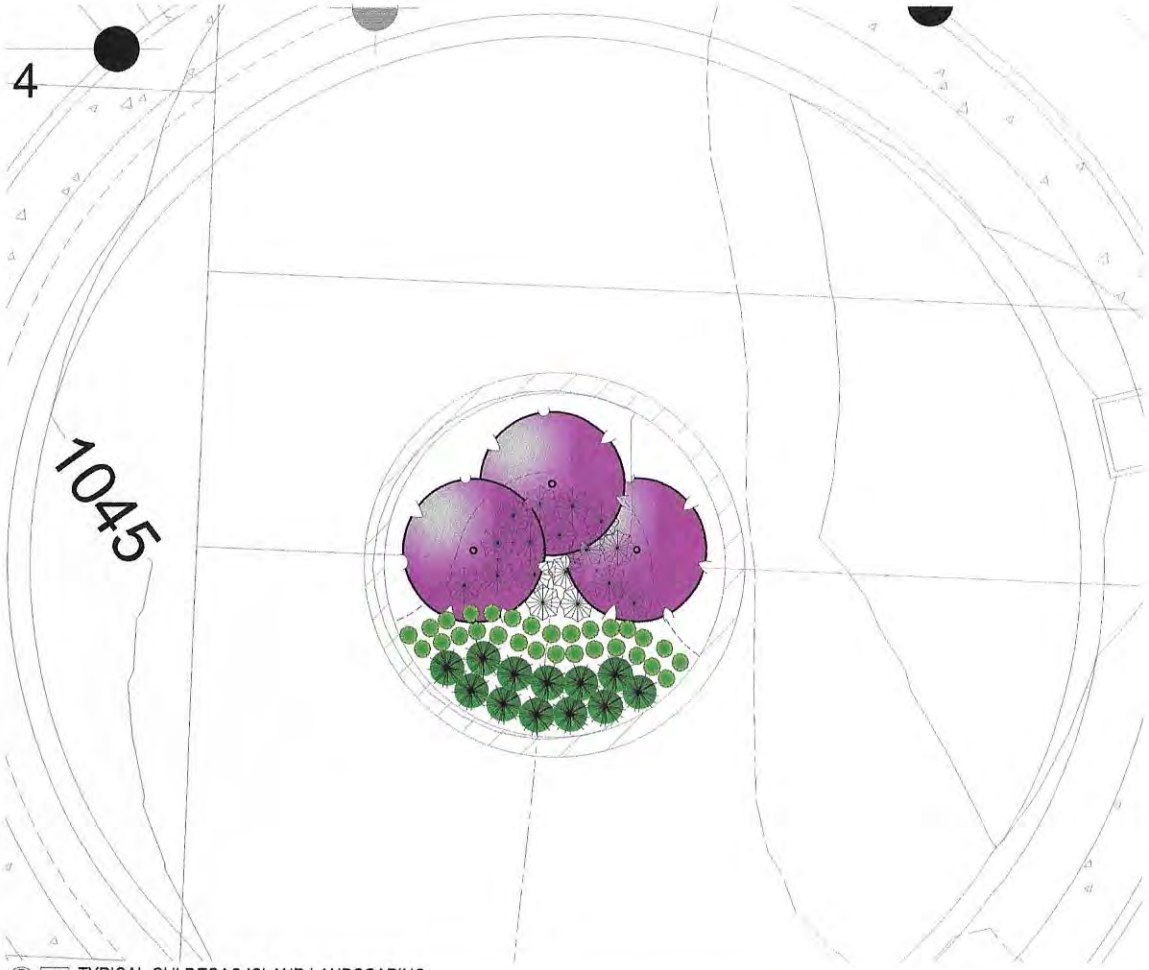
SCALE: 1"=10'
NORTH
0 10 20 30

Date: 11.25.2020
Project #: 622
Landscape Plan

L3

Landscape Schedule (Island Only)

Symbol	Qty.	Botanical Name	Common Name	Min/Root	Min.Size	Caliper	Remarks
OVERSTORY TREES							
	0	Nyssa sylvatica	Black Tupelo			4"	8' min. clear., ground to canopy
	0	Quercus rubra	Northern Red Oak			4"	8' min. clear., ground to canopy
	0	Gleditsia triacanthos 'Skyline'	Shademaster Honeylocust			4"	8' min. clear., ground to canopy
	0	Platanus x acerifolia	London Plane Tree			4"	8' min. clear., ground to canopy
	0	Acer x freemanii 'Bowhall'	Pacific Sunset Maple			4"	8' min. clear., ground to canopy
EVERGREEN TREES							
	0	Juniperus chinensis 'Kateuori'	Kateuori Juniper		6' Ht.		symmetrical pyramidal form
	5	Juniper chinensis	Eastern Red Cedar		6' Ht.		symmetrical pyramidal form
	0	Picea abies	Norway Spruce		6' Ht.		symmetrical pyramidal form
ORNAMENTAL TREES							
	3	Cercis canadensis	Eastern Redbud			1.5"	
DECIDEUOUS SHRUBS/GRASSES							
	0	Liriope muscari 'Variegata'	Variegated Liriope	1 gal.			Plant @ 18" O.C.
	0	Spiraea x bumalda 'Limemound'	Limemound spirea	5 gal.			Plant @ 3' O.C.
	0	Hydrangea paniculata 'Quick Fire'	Little Quick Fire Hydrangea	3 gal.			Plant @ 4' O.C.
	0	Syringa X 'Penda'	Bloomerang Purple Lilac	5 gal.			Plant @ 5' O.C.
EVERGREEN SHRUBS							
	0	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.			Plant @ 4' O.C.
	0	Buxus 'Green Mountain'	Green Mountain Boxwood	3 gal.			Plant @ 4' O.C.
	0	Juniperus chinensis 'Spartan'	Spartan Juniper		5' Ht.		Symmetrical pyramidal form
GROUNDCOVERS AND GRASSES							
	12	Pennisetum setaceum/alopecuroides 'Hamelin'	Dwarf Fountain Grass	1 gal.			Plant @ 18" O.C.
	12	Sedum spurium 'Dragon's Blood'	Dragon Blood Sedum	1 gal.			Plant @ 24" O.C.
PERENNIALS							
	0	Hemerocallis 'Happy Returns'	Happy Returns Daylily	1 gal.	2 fans min		Plant @ 18" O.C.
	0	Allium 'Millenium'	Onion - Ornamental	1 gal.			Plant @ 18" O.C.
	19	Rudbeckia fulda	Black Eye Susan	1 Qt.			Plant @ 18" O.C.



1 TYPICAL CULDESAC ISLAND LANDSCAPING
SCALE: 1"=5'-0"

Red Bud- Spring Color

Dwarf Fountain Grass

Black Eye Susan

Dragon Blood Sedum

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15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED 687 KANSAS LANDSCAPE ARCHITECT

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Grata Development
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Suite 200
Overland Park, KS 66223

PROJECT
SITE PLAN
Prairie Trace Community
SE Cor of 175th and I-35
Gardner, KS

SCALE: 1"=5' NORTH
0 5 10 15

Date: 7.13.2021
Project #: 622
Landscape Plan

L5

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 9

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider the acceptance of permanent easement dedication documents for the Prairie Trace Sanitary Sewer Improvements project.

Strategic Priority: Infrastructure Management

Department: Utilities Department

Staff Recommendation:
Staff recommends the acceptance of the permanent easement dedication documents for the Prairie Trace Sanitary Sewer Improvements project.

Background/Description:
The Prairie Trace Sanitary Sewer Improvements east interceptor resulted in additional permanent easements outside of the Phase I Prairie Trace Estates plat. No condemnation of property is necessary for these easements as the developer has provided these easements through the development process.

Financial Impact:
There are no financial impacts to the City for the easements being presented.

Attachments Included:
- Permanent easement and right-of-way documents

Suggested Motion:
Accept the permanent easement dedication documents for the Prairie Trace Sanitary Sewer Improvements project

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2021, by and between GRATA, LLC which is the Manager of GRATA DEVELOPMENT, LLC of the post office of 6300 W 143rd Street, Suite 200, Overland Park, Kansas 66223, hereafter called Grantor, and the CITY OF GARDNER, KANSAS, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereafter 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 Dollars ($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 increased water runoff or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto 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 obstructions on the above described easement area or interfere with the construction, maintenance of operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTEE

(1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.

(2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.

(3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR
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 FIVE
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

GRATA, LLC, which is the Manager of GRATA DEVELOPMENT, LLC

Travis Schram, Manager

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 21st day of July, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Travis Schram, Manager of Grata, LLC, which is the manager of Grata Development, LLC, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the above and foregoing instrument on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.

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

Notary Public

STATE OF KANSAS NOTARY PUBLIC
MARCIA K. BERGIN
My Appointment Expires
February 23, 2024

My Appointment Expires: 2/23/2021

GRANTEE:

CITY OF GARDNER, KANSAS
A Municipal corporation

_____
By:_____
Title:_____

ATTEST:

_____
City Clerk

(SEAL)

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came____ _____, _____ of the CITY OF GARDNER, and _____, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires:_____

EXHIBIT "A"
PERMANENT SANITARY EASEMENT

DESCRIPTION:

A 42 foot wide tract of land lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, the centerline of which being more particularly described as follows:

Commencing at the Southeast Corner of said Northeast One-Quarter; thence North 01 degrees 49 minutes 56 seconds West, along the East line of said Northeast One-Quarter a distance of 360.32 feet; thence South 88 degrees 10 minutes 04 seconds West a distance of 349.52 feet to the Point of Beginning thence South 01 degrees 50 minutes 26 seconds East a distance of 20.16 feet; thence South 01 degrees 10 minutes 42 seconds East a distance of 159.29 feet; thence South 89 degrees 01 minutes 48 seconds West a distance of 140.00 feet; thence North 75 degrees 21 minutes 48 seconds West a distance of 145.75 feet; thence South 41 degrees 24 minutes 27 seconds West a distance of 196.42 feet; thence South 88 degrees 38 minutes 41 seconds West a distance of 267.93 feet; thence North 21 degrees 52 minutes 29 seconds West a distance of 123.68 feet; thence South 85 degrees 55 minutes 57 seconds West a distance of 262.55 feet; thence South 88 degrees 39 minutes 43 seconds West a distance of 248.00 feet to the point of Terminus.

AARON T. REUTER
LICENSED
LS-1429
7-22-2021
KANSAS
LAND SURVEYOR

Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	NCA
CHECKED BY:	AR
DATE:	09/29/2020
PROJECT NO:	20-049
SCALE:	1" = 200'
SHEET	1 OF 2

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
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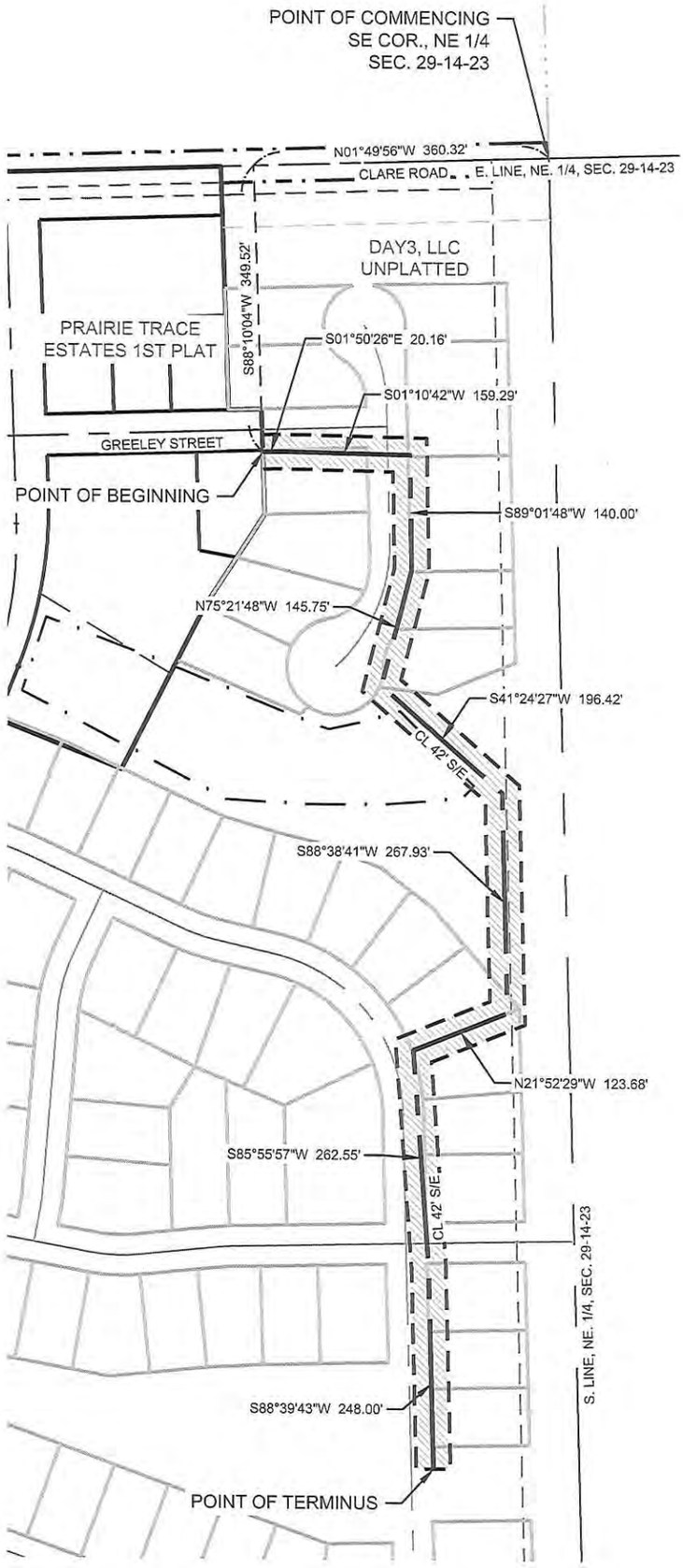
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

PERMANENT SANITARY EASEMENT

I:\PROJECTS\2020\20-049\2.0 Survey\1.0 Esmts-Legals\PERM SE.dwg, 9/29/2020 1:35:32 PM, 1:1

EXHIBIT "A"
PERMANENT SANITARY EASEMENT



DRAWN BY:	NCA
CHECKED BY:	AR
DATE:	09/29/2020
PROJECT NO:	20-049
SCALE:	1" = 200'
SHEET	2 OF 2

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Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

PERMENENT SANITARY EASEMENT

I:\PROJECTS\2020\20-049\2.0 Survey\1.0 Esmts-Legals\PERM SE.dwg, 9/29/2020 1:35:33 PM, 1:1

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 10

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing an amendment to the current engineering services contract with George Butler and Associates (GBA) for the design of the West Prairie Trace Sanitary Sewer Improvements

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute an amendment to the engineering services contract with George Butler and Associates (GBA) for the design of the West Prairie Trace Sanitary Sewer Improvements to include the modified scope of work of performing the design of the West Lift Station and Forcemain connection to the improvements constructed as part of the East Prairie Trace Lift Station and Forcemain project.

Background/Description of Item:
GBA was selected via the RFQ process to perform the Prairie Trace Sanitary Sewer Improvements. The original design contract included the improvements for the Prairie Trace East Lift Station and Forcemain. The original contract was valued at $390,789 for the design of the East Prairie Trace Lift Station and Forcemain design.

The purpose of this project is to make a connection for Prairie Trace to the existing sanitary sewer system west of Interstate 35. The proposed amendment includes, but is not limited to, a sanitary sewer lift station and forcemain connection to the already constructed Prairie Trace Improvements. This design contract will help meet the following goals for this development:

- Develop system curves for the multi-family and commercial portion of Prairie Trace
- Record wet well levels & flows through this multi-family/commercial site
- Provide capacity to support growth in the area
- Develop a long term site plan
- Improve customer service and quality of life for the Gardner community

Financial Impact:
The City anticipates issuing General Obligation Bonds to finance the design and construction of the Prairie Trace Sanitary Sewer Improvements. Future debt service payments will come from the Wastewater Fund.

Attachments included:
- Amendment for Professional Services
- GBA Scope of Services & Fee Services

Suggested Motion:
Authorize the City Administrator to execute an amendment to the current engineering services contract with George Butler and Associates (GBA) for the West Prairie Trace Sanitary Sewer Improvements in an amount not to exceed $89,454.

AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GARDNER, KANSAS AND GEORGE BUTLER ASSOCIATES, INC.

AMENDMENT No. 1 **Date: July 30, 2021**

THIS AMENDMENT modifies the Agreement dated March 26, 2020 made by and between **George Butler Associates, Inc.** (hereinafter called Consultant), and The City of Gardner Kansas (hereinafter called OWNER) for the following Project: **Prairie Trace Sanitary Sewer Improvements, Project No. WW-2005.** For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the Consultant's Scope of Services is amended to add the following:

Consultant will assist the City with professional engineering services for the design, bidding, and construction phases for a new West Prairie Trace Lift Station and a force main connection to the Prairie Trace Force Main designed previously. The detailed scopes of services is included as Attachment A.

2. The following adjustments are made to the Consultant's compensation:

For the Scope of Services, the Consultant's compensation shall be increased by $89,454 to a total contract value of $480,243.

3. Other changes to the Agreement, if any, are stated below:

For the Term of Agreement, the term shall be extended to December 31, 2022 for the services associated with the scope of services related to the West Prairie Trace Lift Station.

4. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

OWNER: City of Gardner, Kansas	**Consultant: George Butler Associates, Inc.**
By: _____	By: Gary S. Beck
Name: _____	Name: Gary S. Beck
Title: _____	Title: Vice President

Attest: _____
City Clerk:

Approved as to Form: _____
City Attorney:

EXHIBIT A
SCOPE OF SERVICES AND RELATED MATTERS

GENERAL

The following scope of work was based on assumed quantities of force main. For purposes of this amendment it was assumed that GBA will be responsible for the design of the following improvements.

1. 150 to 600 LF of Force Main (depending on lift station location)
2. Pumping Station with precast wet well

It was assumed, for purpose of this amendment that one set of project drawings and specifications will be produced that will cover the force main and pump station.

To estimate a design fee it was assumed the Prairie Trace West Lift Station will be similar to the Prairie Trace East Lift Station and will be designed as follows: A submersible type pumping station with a 25 to 30 foot deep pre-cast concrete wet well, generator with pad, aboveground valve enclosure, possible future below grade extraneous flow storage, and an all-weather access road. The following Tasks describe the Basic Scope of Services to be provided by GBA under the Project.

TASK 1: PROJECT ADMINISTRATION AND MANAGEMENT

Task 101 – Project Management Services. Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with City Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 – Monthly Invoicing and Project Status Reports. Prepare and submit monthly invoices on a form acceptable to the City and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal.

Task 103 – Subconsultant Amendments and Administration. Negotiate contracts and coordinate work with sub-consultants. Anticipated sub-consultants will provide the following services: soils exploration and land acquisition.

Task 104 – Quality Control. Perform quality control reviews which include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

TASK 2: DATA COLLECTION, ANALYSIS, AND PRELIMINARY DESIGN

Task 201 – Review Planned Development. Review of the preliminary plats provided by the developer and proposed location of the lift station. Coordination with the developer on the proposed location of new lift station and connection point of the east interceptor.

Task 202 – Calculate Design Flows. Review design flows based on East Prairie Trace Lift Station of the preliminary plats provided by the developer.

Task 203 – Preliminary Design. Perform field investigations for the proposed force main alignments and the pump station site. Using contour maps and photography evaluate alignment alternatives and possible pump station sites for constructability and environmental issues. Review the possibility of installing the wet well for the lift station to serve as a holding tank until a downstream gravity sewer is extended to take lift station out of service. Develop conceptual layout of the pumping station and force main.

Task 204 – Site Layout. Develop preliminary site plans of the lift station.

Task 205 – Site Survey. Perform topographic survey of the proposed pump station site and force main alignment. Along the width of the development easements obtain shots on trees 6" and larger in diameter, project centerline, utility crossings, drainage structures, adjacent stream flow line, fences, utility markers, and riparian crossing repair locations. Develop a property map for the project including tract boundaries and rights-of-way for roadways.

Task 206 – Site Geotechnical Work. Employ geotechnical subconsultant to conduct geotechnical surveys of the proposed pump station site and force main alignment. One (1) soil boring will be conducted at the proposed pump station location. A licensed professional geotechnical engineer will furnish a report with recommendations for compaction, bedrock integrity, structural bearing capacity, shrinkage/swell potential and compaction. Stake the borings prior to drilling. Note locations on the plans and provide soil boring logs.

Task 207 – Pump Station Storage Evaluation. Evaluate the type and size of pump station storage to meet anticipated design flows. Evaluate the concept of a holding tank and the number of times it would need to be emptied each day.

Task 208 – 60% Preliminary Construction Drawings. Prepare 60% construction drawings for review by City. Preliminary project drawings which shall include:

A. Title Sheet
B. General Layout Sheet
C. Plan and Profile Sheets
D. Pump Station Plan Sheets
E. Electrical Building Sheet

F. Electrical Plan Sheet
G. Standard and Special Detail Sheet(s)

The proposed force main construction will be shown in single plan and profile format, at a minimum of 1" = 50' horizontal and 1" = 10' vertical.

Task 209 – Memorandum of Findings. Prepare a memorandum documenting the design decisions related to design flows, expandability options, pumping station equipment preferences, control strategies, and storage recommendations. This document will be submitted to the Kansas Department of Health and Environment (KDHE) with the final construction plans and specifications.

Task 210 – Preliminary Permitting Effort. To ensure compliance with the special conditions of the Army Corps of Engineers Permit 404, Nationwide Permit D ("Utility Line Activities for Water and Other Substances"), conduct field investigations to determine the existence of wetlands and the potential impact on threatened/endangered species and cultural resources. Prepare internal memorandum as required to confirm Nationwide Permit D eligibility. Prepare a Storm Water Pollution Prevention Plan (SWPPP).

Task 211 – Preliminary Utility Coordination. The review of utilities will follow the information collected for the Prairie Trace East Lift Station. Plans will be sent to utility companies for confirmation.

Task 212 – Prepare Preliminary Opinion of Probable Construction Cost. Prepare a preliminary opinion of probable construction cost based on the preliminary construction documents.

Task 213 – Submit 60% Prelim. Design, OPCC, & Memo of Findings. Submit three (3) sets of the preliminary plans to the City for review.

<u>TASK 3: FINAL DESIGN – PUMP STATION AND FORCE MAIN</u>

Task 301 – Meeting to Receive Comments on 60% Drawings. Attend meeting with City to discuss comments or proposed changes to the preliminary plans.

Task 302 – Acquire Easements. Prepare easement exhibits and legal descriptions of easements based on the final alignments approved by the City. All easements will include an Ownership and Easement (O&E) report prepared by a title company. It is anticipated that one (1) property will need an easement. Prepare the easement documents on the City's standard easement forms. The easement exhibit will show an easement number, owner's name, scale, north arrow, square footage of permanent and temporary construction easements and the location of temporary and permanent easements. Attend a meeting with the City to discuss the easement description and exhibit. Make changes requested by the City and

resubmit. Requests by property owner to change the easement documents will be considered as Additional Services under this Amendment.

Preparation of a property appraisal and acquisition of the easement will be considered as Additional Services under this Amendment.

Task 303 – Develop 90% Construction Drawings. Prepare 90% construction drawings for review by City.

Task 304 – Develop Specifications. Review and adjust, if necessary, the specifications prepared for the Prairie Trace East Lift Station. Review and provide modifications to the City's standard specifications as needed.

Task 305 – Finalize Permitting. Furnish to the City all permit application documents including Construction Stormwater NPDES. The City will make payment of any fees related to the permits.

Task 306 – Update OPCC. Revise the preliminary OPCC based on the quantities and conditions documented in the final construction drawings and specifications. Identify adjustments to the previous opinion of probable construction cost caused by changes in scope, design requirements or construction costs.

Task 307 – Submit 90% Design Documents, OPCC, Permits, Etc. Prepare 90% construction drawings, opinion of probable construction costs and permit applications for review by City.

Task 308 – Meet to Receive Comments on 90% Design. Attend meeting with City to discuss comments or proposed changes to the 90% plans.

Task 309 – Submit Bid Documents. Submit three (3) copies of the final project drawings, contract documents, OPCC and soil borings to the City for final review.

TASK 4: BIDDING AND CONSTRUCTION SERVICES

Task 401 – Bid Assistance and Evaluation. Provide and distribute project contract documents, in accordance with City's Purchasing Procedures, to interested parties. A reasonable fee for these documents will be collected and retained by GBA. Consider inquiries prior to the bid opening and draft addenda to the project contract documents as required. Send written addenda to all recorded plan holders. For purposes of this Amendment it is understood that the effort required to perform extensive studies of bidder requested alternate materials or construction methodologies is not part of the scope of work.

Tabulate and review bids for completeness and accuracy. Consult with and advise the City on the qualifications and responsiveness of the apparent low-bidder(s). Submit a written bid award recommendation to the City.

Task 402 – Construction Phase Assistance. Provide the successful bidder with five (5) sets of contract documents ready for contract execution. Review the executed documents for general compliance with the bonding, insurance and special condition requirements. Transmit the contract documents to the City for final execution.

Assist the City in conducting a preconstruction conference with the contractor, subcontractors, utility representatives, and other interested parties. The Engineer will notify affected utility companies in writing, prior to the preconstruction conference. Provide a written summary of the conference to the attendees.

Review project schedule, cash flow schedule, shop drawings, test results and other contractor submittals for conformance with the contract documents.

Consult with the City and act as the City' professional engineering representative in answering RFIs from the contractor. For purposes of this amendment it is assumed that four (4) progress meetings will be held.

Review and comment on Operation and Maintenance (O&M) manual for the project provided by contractor.

Review applications for payment for compliance with the contract documents and submit to the City with a recommendation for payment.

Conduct an inspection to determine if the pump station project is substantially complete. If it is considered substantially complete issue a certificate of substantial completion and a list of observed items requiring completion or correction to the Contractor. If the project is not considered substantially complete issue a letter to the Contractor outlining the reasons for the decision.

Using information provided by the Contractor develop record drawings. Provide the City with the drawings that comply with the City's "as-built" protocols and standards

ADDITIONAL SERVICES

1. Additional meetings pertaining to land acquisitions that have not been settled during normal negotiations and are carried forward through the eminent domain process by the City. Also, any meetings/appearances including public meetings, hearings, depositions, pre-trial, or trial testimony.
2. Resolve property line disputes beyond normal property line development.

		Wastewater and Environmental									Structural		Electrical			Constr.	Survey						
	CLASSIFICATION	PRI	SASC	PrAES	DAES	AES	PrLead	ASC	SAES	STCH	SASC	SAES	PrLead	SAES	Adm	SPEC	PLS	LS_3	SP_2	Total			
TASK	HOURLY CHARGE OUT RATE	$276	$232	$148	$130	$118	$180	$208	$168	$208	$232	$168	$180	$168	$85	$152	$140	$108	$188	Hours	Miles	Expenses	Total Fee
	PRAIRIE TRACE WEST LIFT STATION - 150 TO 600 LF OF FORCE MAIN & LIFT STATION																						
Task 1: Project Administration & Management																							
101	Project Management Services (coordination and administration)	2	12	4																18			$3,928
102	Monthly Invoicing and Project Status Reports		4	14											8					26			$3,680
103	Subconsultant Agreements and Administration		4																	4			$928
104	Quality Control (QA/QC)	2	12				16													30			$6,216
	Sub-Total 1. Project Management	**4**	**32**	**18**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**78**	**0**	**$0**	**$14,752**
Task 2: Data Collection, Analysis & Preliminary Design																							
201	Review Planned Development		1	4																5			$824
202	Calculate Design Flows		1	2			4													7			$1,248
203	Preliminary Design (Pump Station Sizing)		1	2		20	8						2							33			$4,688
204	Site Layout			4		24	8													36			$4,864
205	Site Survey		1	1		2											4	8	24	40	150	$500	$7,136
206	Site Geotechnical Work		1	1														2	6	10	50	$4,400	$6,152
207	Pump Station Storage Evaluation		1	4			8													13			$2,264
208	60% Preliminary Construction Drawings		4	8		40	12	4			2	8	4	24						106			$16,384
209	Memorandum of Findings	1	6	8			32													47			$8,612
210	Preliminary Permitting Effort (Corps 404 Waters ID, Agency Coordination)			1				12		12										25	35		$5,160
211	Preliminary Utility Coordination		1	2		2														5	70		$803
212	Prepare Preliminary Opinion of Probable Construction Cost		1	16																17			$2,600
213	Submit 60% Prelim. Design, OPCC, & Memo of Findings		1	2		2														5			$764
	Sub-Total 2. Data Collection, Analysis & Preliminary Design	**1**	**19**	**55**	**0**	**90**	**72**	**16**	**0**	**12**	**2**	**8**	**6**	**24**	**0**	**0**	**4**	**10**	**30**	**349**	**305**	**$4,900**	**$61,499**
Task 3: Final Design																							
301	Meeting to Receive Comments on 60% Drawings		2	2		3														7	35	$10	$1,144
302	Acquire Easements		2	4		2											10			18			$2,692
303	Develop 90% Construction Drawings		4	4	8	16	4				4	4	4	16						64			$10,176
304	Develop Specifications		2	16			4						4		16					42			$5,632
305	Finalize Permitting (Corps 404 NWP Internal Memo, NPDES/SWPPP)				24			4	4	16										48		$60	$8,012
306	Update OPCC		2	8																10			$1,648
307	Submit 90% Design Documents, OPCC, Permits, Etc.			3		3														6			$798
308	Meet to Receive Comments on 90% Design		2	2																4	35	$10	$790
309	Submit Bid Documents		2	4		4									2					12			$1,698
	Sub-Total 3. Final Design	**0**	**16**	**43**	**32**	**28**	**8**	**4**	**4**	**16**	**4**	**4**	**8**	**16**	**18**	**0**	**10**	**0**	**0**	**211**	**70**	**$80**	**$32,589**
Task 4: Bidding & Construction Services																							
401	Bid Assistance and Evaluation		6	12	4	2														24	35	$200	$4,144
402	Construction Phase Assistance		28	126		28										50				232	665	$50	$36,470
	Sub-Total 4. Bidding & Construction Services	**0**	**34**	**138**	**4**	**30**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**50**	**0**	**0**	**0**	**256**	**700**	**$250**	**$40,614**
TOTAL HOURS AND FEE		**5**	**101**	**254**	**36**	**148**	**96**	**20**	**4**	**28**	**6**	**12**	**14**	**40**	**26**	**50**	**14**	**10**	**30**	**894**	**1075**	**$5,230**	**$149,454**
Deduct of Portion Fee for Contingency Items from the Original Contract																							**-$60,000**
TOTAL FEE																							**$89,454**

Assumptions

1. GBA assumes that the proposed fee for Prairie Trace West Lift Station is based on the design of a pre-cast wet well with submersible pumps similar to the Prairie Trace East Lift Station.
2. GBA assumes that the proposed Prairie Trace West Lift Station will be constructed adjacent to Cedar Niles Road and that the force main will parallel the east side of Cedar Niles Road to a connection to the existing force main within the City limits and that a Johnson County ROW permit will not be required.
3. The easement for the force main will be donated by the property owner and will not need titlework or condemnation.
4. The Section 404 Identification does not represent an approved or preliminary jurisdictional determination (JD) of waters of the U.S. If the project requires a Corps PCN then a Delineation can be prepared as an Additional Service.
5. GBA assumes that the Section 404 Nationwide Permit (NWP) impact limits will not be exceeded and a Pre-Construction Notification (PCN) to the Corps will not be necessary. If the project-related impacts exceed the PCN limits, then GBA can prepare an PCN
6. Detailed surveys for endangered species and cultural/historic resources are not anticipated; however, GBA can perform these surveys as an Additional Service, if necessary.
7. No DWR Permit is required. This assumes the sanitary sewer will be buried 5' below the stream flowline, surplus excavated material will be disposed of so as not to obstruct the channel, and channel/banks will be restored to natural conditions.
8. No fill will be placed within the floodplain.
9. GBA assumes that based on the outcome of the Prairie Trace Sanitary Sewer Improvements project that we will not have to file for a Floodplain Development Permit.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 11

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider appointing a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors

Strategic Priority: Fiscal Stewardship

Department: Utilities - Electric

Staff Recommendation:
Staff recommends appointing Matt Ponzer as Alternate Director with voting rights on the Kansas Municipal Gas Agency Board of Directors.

Background/Description of Item:
As a member city of the Kansas Municipal Gas Agency, Gardner is required to appoint a Member (Director) and Alternate Member (Alternate Director) to serve on the agency's Board of Directors. The City's Directors must be appointed by the City Council.

Gardner's current representatives on the KMGA Board of Directors are:

1. Director – Gonzalo Garcia, expiring August 31, 2022
2. Alternate – Matt Ponzer, expiring August 31, 2021

There are two meetings per year, generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

Financial Impact:
Travel expenses will be paid from the Electric Fund.

Attachments:
- KMGA By-Laws Excerpt
- Certificate of Appointment for Alternate Director

Suggested Motion:
Appoint Matt Ponzer as Alternate Director with voting rights on the Kansas Municipal Gas Agency Board of Directors for two year terms expiring on August 31, 2023.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

Section 5.2. Voting Powers. Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under ***Section 5.5*** of these Bylaws.

Section 5.7. Alternates. In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.

CERTIFICATE – ALTERNATE

KANSAS MUNICIPAL GAS AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.7 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of _____, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the _____ day of _____, _____;

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell Phone: _____ Fax: _____

Email Address: _____

was appointed to serve on the KMGA Board of Directors for the term indicated below:

Term expiring _____

Permanent term

The above appointed Alternate Director **is** **is not** (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this _____ day of _____, _____.

_____
City Clerk

_____, Kansas

Return completed certificate to:
KMGA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 12

MEETING DATE: AUGUST 16, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider accepting a Water and Development Agreement between Conestoga Expansion, LLC and the City of Gardner.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Water Division

Staff Recommendation:
Staff recommends authorizing the Mayor to execute a Water and Development Agreement with Conestoga Expansion, LLC.

Background/Description of Item:
The Lakes of Conestoga, is a 1 lot, 95 unit manufactured/mobile home community, located at the southeast corner of E. Santa Fe Street and Conestoga Drive. The property is currently not in use. The proposed site is located directly adjacent to existing manufactured/mobile home residential communities, with industrial and commercial type uses located to the north of the property across E Santa Fe Street and to the west of the property across Conestoga Drive, which act as a natural buffer between conflicting uses. The Lakes of Conestoga will provide affordable and attainable housing options for the people residing and working in the City of Gardner.

This agreement provides for the property owner to install a private water main system to supply water to the mobile home sites within the development. Under the agreement, the owner is responsible for construction costs, including design and maintenance of the system. Construction and maintenance is required to meet industry ANSI / AWWA requirements.

Financial Impact:
None.

Attachments included:
- Agreement

Suggested Motion:
Authorize the Mayor to execute a Water and Development Agreement between Conestoga Expansion, LLC and the City of Gardner.

WATER MAIN DEVELOPMENT AGREEMENT

THIS WATER MAIN DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of July 20, 2021, by and between the CITY OF GARDNER, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**") and CONESTOGA EXPANSION, LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

A. Developer intends to develop the property legally described on attached **Exhibit A** (the "**Property**") and desires to construct a private water main system with a master meter system and submeters for domestic service to all home sites developed on the Property, and a separate fire water main system for the Property (such water main systems, collectively, the "**Private Water Main System**") in lieu of constructing a public water main system with individual meters for each home site and a public fire water main system and other costs associated with constructing public water main systems to serve the Property.

B. City is willing to allow Developer to construct the Private Water Main System to serve the Property, subject to this Agreement.

AGREEMENT

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:

1. **Installation**. Developer, at its sole expense, may construct, install, own, repair, maintain, and replace the Private Water Main System upon the Property in accordance with water main plans, specifications, and drawings which are attached as **Exhibit B** (the "**Water Plans**"), subject to the following requirements:

   a. Private Water Main System design and maintenance shall meet minimum ANSI / AWWA requirements;

   b. Private Water Main System to have adequate number of valves to isolate water line failures;

c. All irrigation systems to have a backflow device to prevent potential contamination of City water system; and

d. As-built drawings of the Private Water Main System will be supplied by Developer to City, post-completion.

2. **Maintenance**. Developer, at its sole expense, shall promptly repair and maintain the Private Water Main System in a commercially reasonable manner and in accordance with ANSI / AWWA requirements. Developer will provide a maintenance schedule to the City.

3. **Private System**. Developer shall not be required to construct the Private Water Main System to public standards, including, but not limited to, individually submetering each home site. Upon completion of the Private Water Main System, the City shall execute a recordable document, confirming that such completion is in accordance with this Agreement. Developer shall be the owner of the Private Water Main System. City shall not be responsible for the operation, repair and maintenance of the Private Water Main System. The end of the City's maintenance responsibility for domestic service is the point where the City's potable water master meter outlet is connected to the Private Water Main System, and for fire service is the point where the City's fire main is connected to the backflow preventer pit. City makes no representations or warranties relating to the quality of water after the City's water enters the Private Water Main System. Developer agrees to hold harmless, indemnify and defend City against any claims, suits, or demands (collectively, "Claims") of (or damages payable to) occupants of, or invitees at, the Property as a result of negligence in the construction, operation or maintenance of the Private Water Main System, or in the defective construction of the Private Water Main System

4. **Insurance.** Developer shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in aggregate insuring against any Claims. Developer shall name City as an additional insured on said policy.

5. **Conveyance to the City**. If, for any reason, the Private Water Main System is ever conveyed to the City, then Developer shall cause the Private Water Main System to meet City standards, in effect at the time and prior to such conveyance. Developer shall additionally be required to pay all applicable water connection fees and water meter fees, and sewer system development fees or charges in effect at the time of the conveyance, less any credits for the return of the public water meters or other eligible public facilities installed in connection with the Private Water Main System. Upon conveyance of the Private Water Main System to the City, this Agreement shall automatically terminate and be of no further force and effect.

6. **Binding Effect**. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may be modified, amended, or terminated only in a writing signed by both of the parties hereto, or their successors or assigns, as the case may be.

7. **Notices**. Any notice given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by: (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received the date of

delivery by the courier service or refusal of receipt, or (iii) certified mail, return receipt requested, postage prepaid, in which case the notice shall be deemed to have been received the date of delivery by the United States Postal Service or refusal of receipt, in each case of (i), (ii), and (iii), addressed to the party being notified at the addresses below. The parties may change their address for notice by providing written notice to the other party.

If to City: City of Gardner, Kansas
120 E. Main Street
Gardner, KS, 66030
Attn: City Clerk

If to Developer: Conestoga Expansion, LLC
c/o Green Courte Partners, LLC
303 West Madison Street, Suite 1500
Chicago, IL 60606
Attn: John Lyons

with a copy to:

Green Courte Partners, LLC
303 West Madison Street, Suite 1500
Chicago, IL 60606
Attention: General Counsel

8. **Counterparts**. This Agreement may be executed in any number of counterparts, and when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

9. **Entire Agreement**. Together with the exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

10. **Miscellaneous**. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. If any portion of this Agreement shall be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. All recitals and exhibits to this Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

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, KANSAS,
a Kansas municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this ____ day of _____, 2021, before me, a Notary Public in and for said County and State, came _____, 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 _____, 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: _____

CONESTOGA EXPANSION, LLC,
a Delaware limited liability company

By: _____
Name: John Lyons
Title: VP

ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 20th day of July, 2021, before me, a Notary Public in and for said County and State, came John Lyons, the Vice President of CONESTOGA EXPANSION, LLC, a Delaware limited liability company, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the 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]

STEVEN EHRLICH
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 10, 2023

_____
Notary Public in and for said County and State

My Commission Expires: January 10, 2023

Exhibit A

Property Legal Description and Map of Property

All that part of the Northwest Quarter of Section 30, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 30, thence S 2°13'11" E (S 0°14'48"E deeded), along the East line of the Northwest Quarter of said Section 30, a distance of 660.37 feet (660.15 feet deeded); thence S 87°57'17" W (S 89°56'30" W deeded), a distance of 1281.25 feet; thence N 1°59'24" W (N 00°00'00" E deeded), a distance of 100.00 feet; thence S 87°57'17" W (N 89°56'30" E deeded), a distance of 100.00 feet; thence N 1°58'46" W (N 00°00'00" E deeded), a distance of 561.68 feet (561.59 feet deeded) to a point on the North line of the Northwest Quarter of said Section 30; thence N 88°00'34" E (N 90°00'00" E deeded), along the North line of the Northwest Quarter of said Section 30, a distance of 1378.50 feet to the point of beginning, containing 20.7102 acres, more or less, unplatted land, subject to that part in streets and roads.

Exhibit B
Water Plans

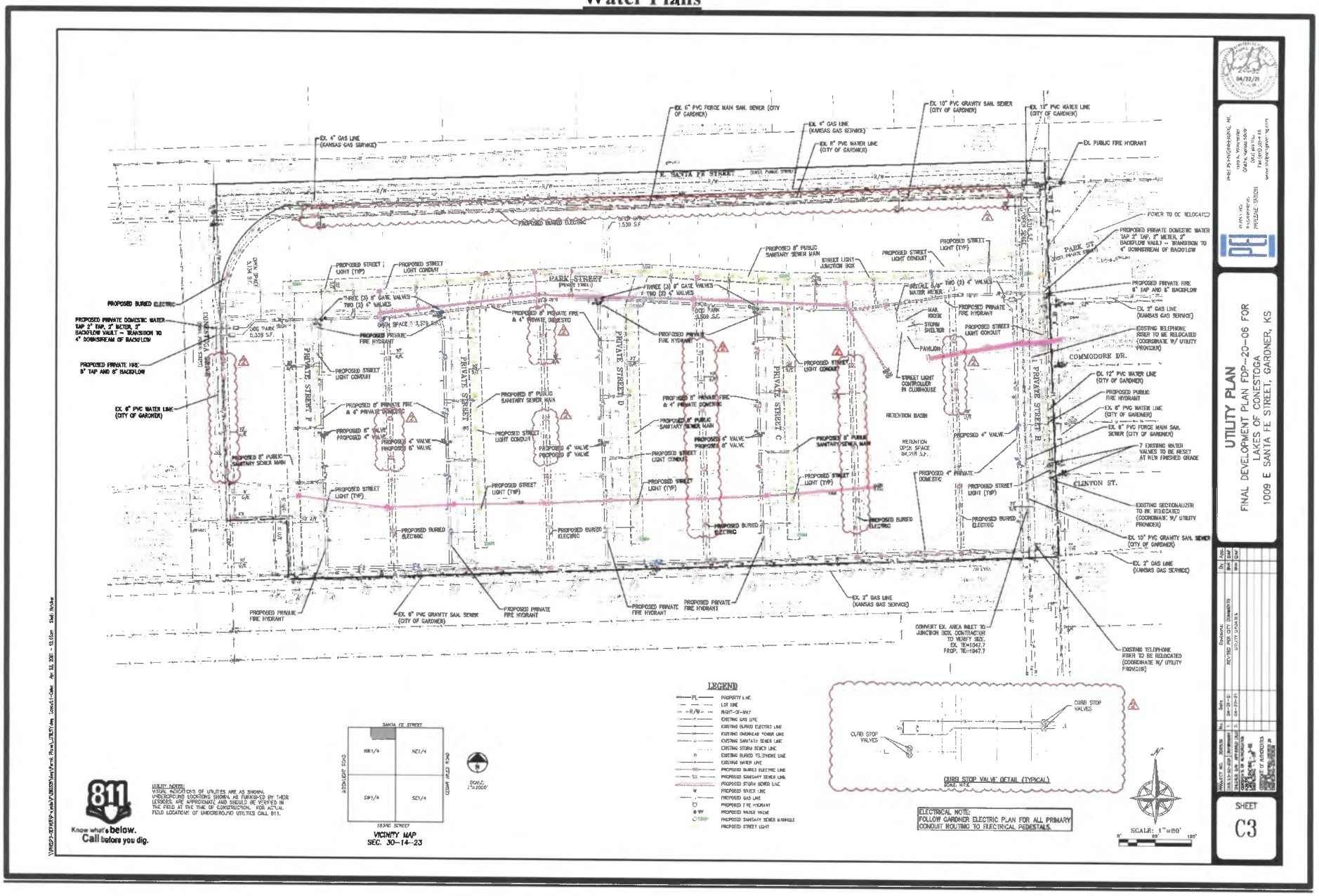
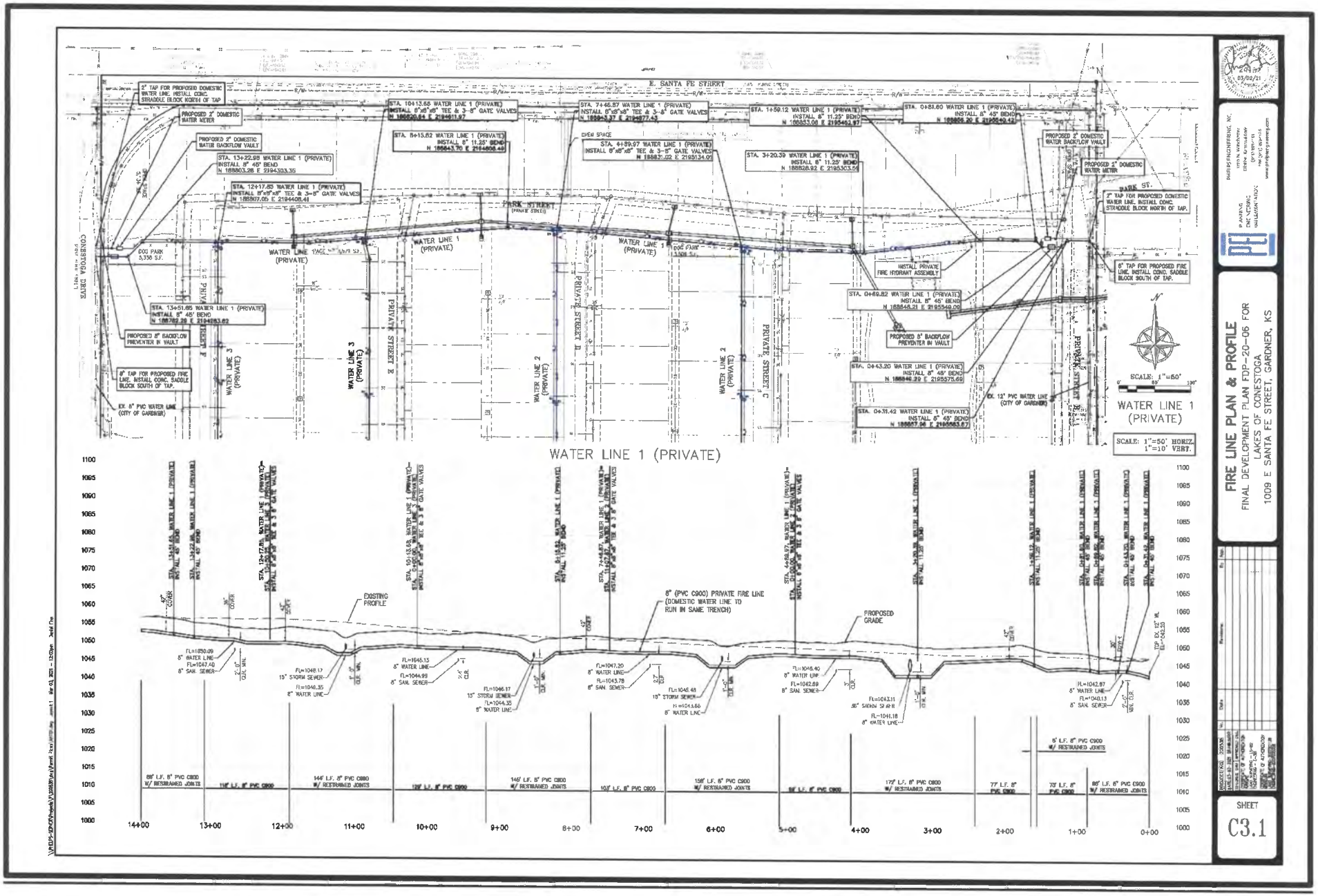


Exhibit B, page 1

068635/588564-76300533.8



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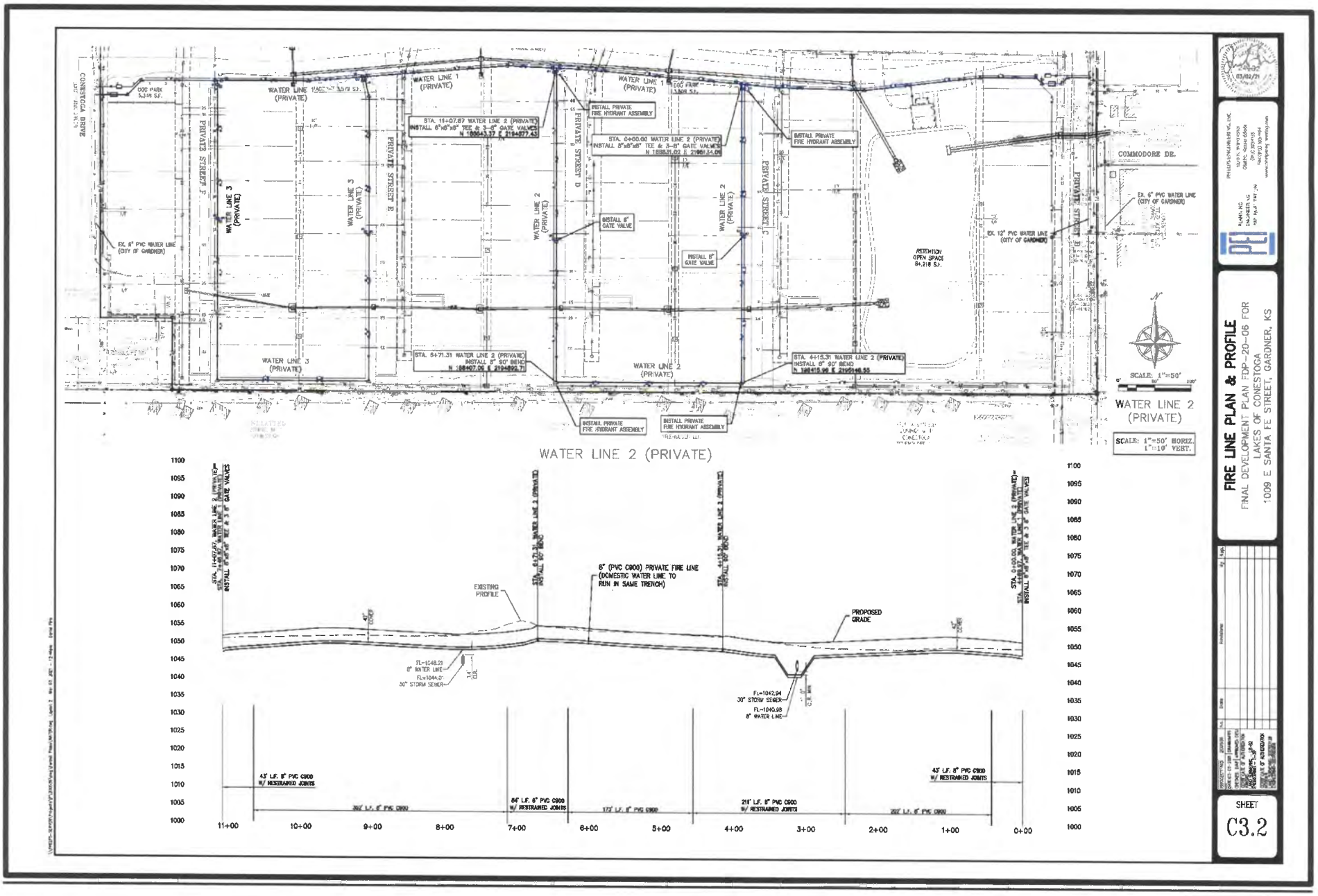

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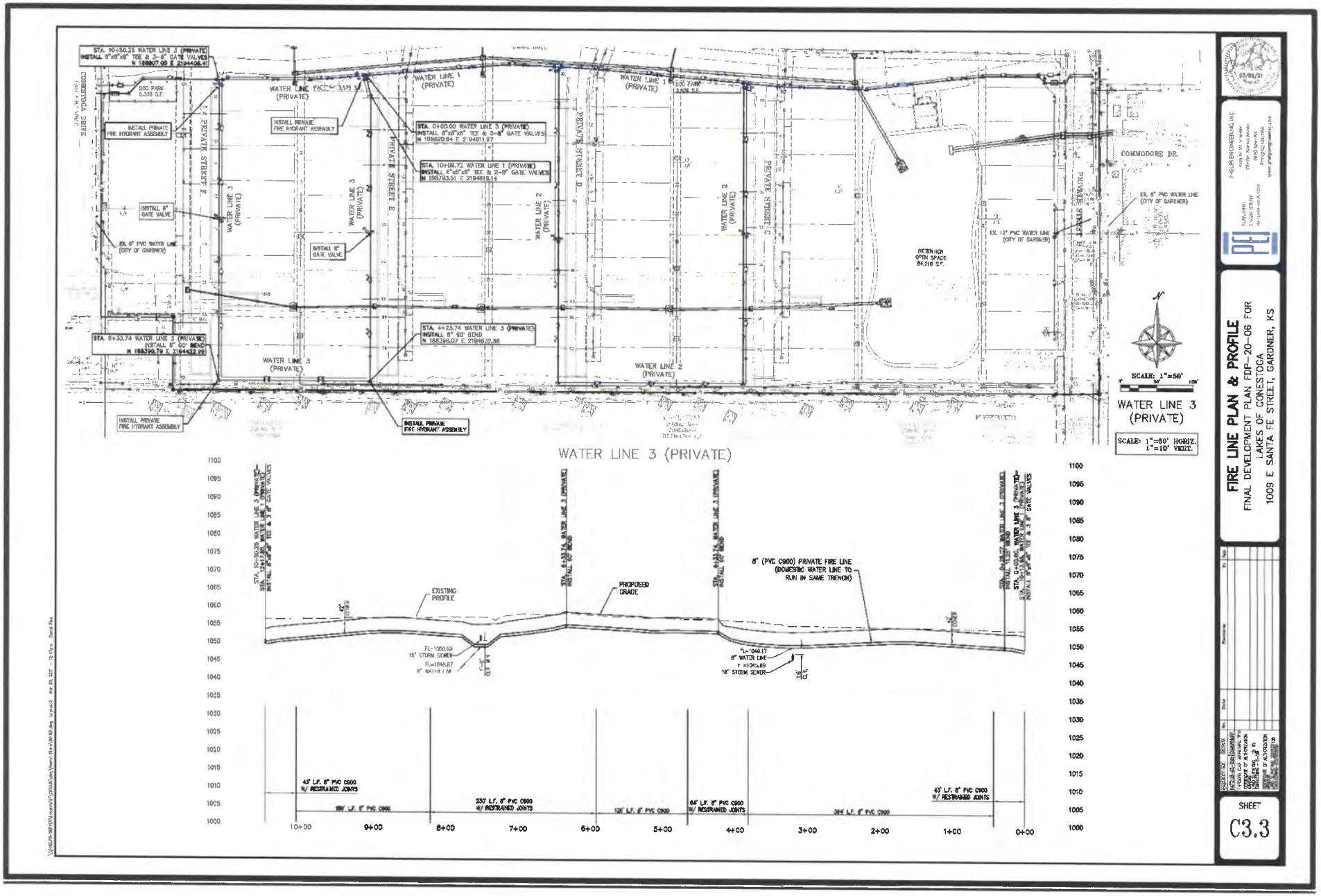
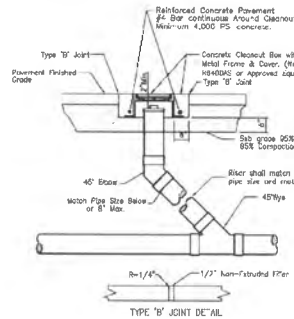
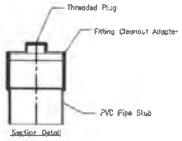


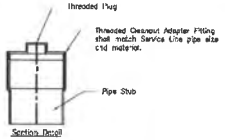
Exhibit B, page 4

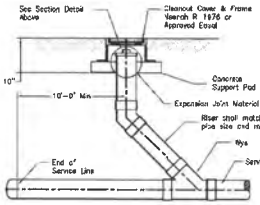


CLEANOUT IN PAVED AREAS DETAIL

SCALE: N.T.S.

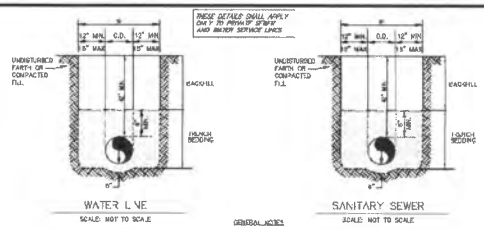






CLEANOUT DETAIL (NON-PAVED) AREAS

SCALE: N.T.S.



GENERAL NOTES

BEDDING MATERIAL

1. GRANULAR EMBEDMENT SHALL BE NOMINAL STD. SPEC. SECT. 1100, FM-3 COARSE AGGREGATE FOR CONCRETE, WASHED STONE OR GRAVEL MEETING THE FOLLOWING CONDITIONS:

SIEVE SIZE	PERCENT RETAINED
1-INCH	0
3/4-INCH	0-20
3/8-INCH	40-70
No. 8	85-100

GRANULAR EMBEDMENT FROM THE TOP OF PIPE DOWN SHALL BE COMPACTED TO 85% MAXIMUM DENSITY AS DETERMINED BY ASTM D 698.

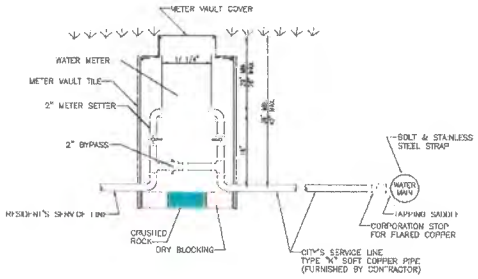
GRANULAR EMBEDMENT ABOVE TOP OF PIPE SHALL BE AN UN-COMPACTED LAYER FOR ALL INSTALLATIONS.

2. TRENCH OUTLINES DO NOT INDICATE ACTUAL TRENCH EXCAVATION SHAPE. SOIL CONDITIONS, OR PRESENCE OF SHEETING LEFT IN PLACE. EMBEDMENT MATERIAL SHALL EXTEND THE FULL WIDTH OF THE ACTUAL TRENCH EXCAVATION

BACKFILL

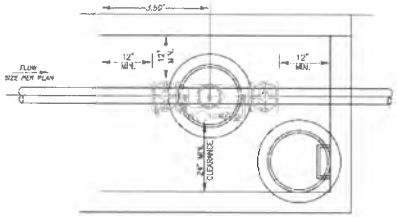
1. ALL MATERIALS ARE CLASSIFIED IN ACCORDANCE WITH ASTM D 2321-89.
2. ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 8" LOOSE LIFTS IN ACCORDANCE WITH ASTM D 698. CLASS IB AND IIA MATERIALS SHALL BE COMPACTED NEAR OPTIMUM MOISTURE CONTENT.
3. FILL, SALVAGED FROM EXCAVATION SHALL BE FREE OF DEBRIS, ORGANICS AND ROCKS LARGER THAN 3".
4. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES. (SEE SPECIFICATIONS)

UTILITY TRENCH AND BEDDING



2" SINGLE WATER SERVICE DETAIL

SCALE: N.T.S.



PLAN VIEW

Back Flow Preventer Notes

General

1. Structures shall be pre-cast or poured in place.
2. Physical shop drawings are to be approved by the Engineer
3. Do not scale these drawings for dimensions or clearances. Any questions regarding dimensions shall be brought to the attention of the Engineer prior to construction.

Concrete

4. Concrete used in this work shall be MCKINSEY.
5. Concrete construction shall meet the applicable requirements of Standard Specifications for State Road and Bridge Construction, Kansas Department of Transportation, latest edition.
6. Raise all exposed edges with 3/4" triangular molding.

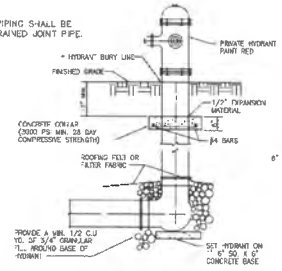
Reinforcing Steel

7. Reinforcing steel shall be new billet, minimum Grade 60 as per ASTM A615M, and shall be bent cold.
8. All dimensions relative to reinforcing steel are to centerline of bars. 2" clearance shall be provided throughout unless noted otherwise. Tolerance of +/- 3/4"inch) be permitted.
9. All lap splices not shown shall be a minimum of 40 bar diameters in length.
10. All reinforcing steel shall be supported on fabricated steel bar supports @ 3'-0" maximum spacing.
11. All bends shall be accurately placed and securely tied in place prior to placement of bottom slab concrete. Shooting of bends into fresh or partially hardened concrete will not be acceptable.

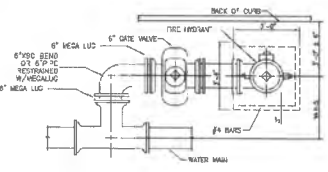
Construction

12. The bottom footing shall be at least 24 hours old before placing sidewall concrete. All shoring forms shall remain in place a minimum of 24 hours after sidewalls are poured before removal and other removal shall be immediately sealed with membrane curing compound.

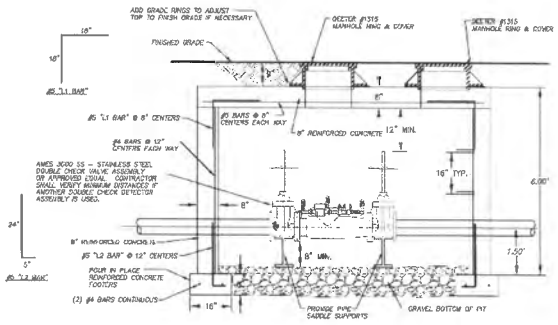
NOTE:
ALL PIPING SHALL BE RESTRAINED JOINT PIPE.



NOTE:
WHEN FIRE HYDRANT'S GATE VALVE EXCEEDS THE DISTANCE OF 5'-0" FROM CENTER OF GATE VALE TO CENTERLINE OF TEE. GATE VALVE SHALL BE ASSEMBLED TO WATER MAIN'S TEE.



TYPICAL
FIRE HYDRANT
INSTALLATION DETAIL



SECTION VIEW

BACKFLOW PREVENTOR FIRE LINE

SCALE: N.T.S.

SANITARY & WATER DETAILS
FINAL DEVELOPMENT PLAN FDP-20-06 FOR
LAKES OF CONESTOGA
1009 E SANTA FE STREET, GARDNER, KS

SHEET
C7.3

Exhibit B, page 5

068635/588564-76300533.8

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: AUGUST 16, 2021

STAFF CONTACT: ROBERT CASE, PRINCIPAL PLANNER

Agenda Item: Consider adopting an ordinance approving a rezoning for the proposed Treadway Apartments, and consider accepting the associated Site Plan

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:
After review of Applications Z-21-03 and SP-21-03, a rezoning for parcel ID CF231429-1008, and site plan dated June 7, 2021, and staff report dated July 26, 2021, the Planning Commission recommends the Governing Body approve the application as proposed, provided the following conditions are met:

1. Revise the plans to either show either a 6' 5" wide sidewalks with kick outs at 200' to meet ADA compliance on the sidewalk or a 7' sidewalk along any parking with vehicle overhangs that are backed up to a parking lot curb.
2. Revise the plan to show landscaping along the back side of all garages.
3. Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.
4. Prior to the issuance of a building permit, a final plat shall be approved by the Planning Commission, with rights-of-way and easements accepted by the Governing Body.

The Planning Commission recommended approval, with conditions, by a unanimous vote. Because this property is within the one mile boundary of New Century AirCenter, county review will also be required.

Staff Recommendation:
Staff recommends approval of the rezoning and associated site plan and recommended the Planning Commission forward the recommendation for approval to the Governing Body.

Background/Description of Item:
The property was annexed on September 3, 2019. On April 20, 2020, the governing body approved rezoning the property to C-3 (Commercial) to R-3 (Garden Apartment) District. The development site for the apartments has increased slightly by 2.12 acres, therefore the developer was required to submit a new rezoning application.

<u>ACTIONS</u>
Per Section 17.03.030 (D) of the *Gardner Land Development Code*, the Governing Body may:

1. Adopt such recommendation by ordinance, (simple majority vote);
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body; or
3. Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission

after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

Financial Impact:
None.

Attachments included:
- Ordinance No. 2714
- Planning Commission packet
- July 26, 2021 draft Planning Commission minute excerpt

Suggested Motion:
Accept the recommendation of the Planning Commission and approve Ordinance No. 2714, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

ORDINANCE NO. 2714

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF GARDNER, KANSAS, UNDER THE AUTHORITY GRANTED BY TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS;

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

SECTION ONE: That having received a recommendation from the Planning Commission on July 26, 2021, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located at the southeast intersection of Interstate 35 and 175th Street shall hereafter have a zoning classification of R-3 (Garden Apartment) District in accordance with the site plan SP-21-03 Treadway Apartment dated June 7, 2021 and subject to the following conditions:

1. Revise the plans to either show either a 6' 5" wide sidewalks with kick outs at 200' to meet ADA compliance on the sidewalk or a 7' sidewalk along any parking with vehicle overhangs that are backed up to a parking lot curb.
2. Revise the plan to show landscaping along the back side of all garages.
3. Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.
4. Prior to the issuance of a building permit, a final plat shall be approved by the Planning Commission, with rights-of-way and easements accepted by the Governing Body.

CASE NO. Z-21-03(SP-21-03)

Rezoning from C-3 (General Commercial) District to R-3 (Garden Apartment) District:

Legal Description:
Part of the Northwest One-quarter of Section 29, Township 14 South, Range 23 East, now in the City of Gardner, Johnson County, Kansas, being more particularly described as follows: Commencing at the Southwest corner of the Northwest One-Quarter of said Section 29; thence along the West line of said Northwest One-Quarter North 02 degrees 17 minutes 30 seconds West a distance of 1052.39 feet to the Point of Beginning; thence continuing along the West line of said Northwest One-Quarter North 02 degrees 17 minutes 30 seconds West a distance of 17.59 feet; thence North 56 degrees 31 minutes 28 seconds East a distance of 494.18 feet to a point of curvature; thence Northeasterly on a curve to the right tangent to the previous course, having a radius of 470.00 feet, a central angle of 31 degrees 18 minutes 58 seconds and an arc length of 256.89 feet; thence North 87 degrees 50 minutes 27 seconds East a distance of 89.84 feet; thence South 39 degrees 59 minutes 41 seconds East a distance of 30.61 feet to a point of curvature; thence Southwesterly on a curve to the left having an initial tangent bearing of South 60 degrees 58 minutes 51 seconds West, a radius of 680.00 feet, a central angle of 04 degrees 27 minutes 31 seconds and an arc length of 52.92 feet; thence South 56 degrees 31 minutes 20

seconds West a distance of 564.78 feet; thence South 87 degrees 57 minutes 59 seconds West a distance of 246.33 feet to the Point of Beginning.
Except that part taken or used for road right of way.
The above description contains 2.120 acres more or less.

SECTION TWO: That upon the taking effect of this Ordinance, the above zoning changes shall be incorporated and shown on the Zoning District Map previously adopted by reference, and said Zoning District Map is hereby reincorporated as a part of the Land Development Code as amended.

SECTION THREE: That this Ordinance shall take effect and be in force from and after its adoption by the Governing Body and publication in the official City Newspaper.

PASSED by the Governing Body this 16th day of August, 2021.

SIGNED by the Mayor this 16th day of August, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

Attest:

_____
Sharron Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 1A**
MEETING DATE: JULY 26, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: Z-21-03(SP-21-03) Treadway Apartments

---

PROCESS INFORMATION

Type of Request: Rezoning and Site Plan
Date Received: June 7, 2021

APPLICATION INFORMATION

Applicant: Schlagel & Associates, P.A.
Owner: Grata LLC
Parcel ID: CF231429-1008
Location: Southeast corner of I-35 and 175th Street approximately 2000' south of 175th Street

REQUESTED ACTION

The applicant requests approval of a rezoning from C-3 to R-3 for approximately 2.12 acres in order to add acreage to an existing multi-family site zoned R-3. Along with this rezoning request is the associated site plan for the Treadway Apartments, a 34 acre multi-family, 424 unit apartment complex.

EXISTING ZONING AND LAND USE

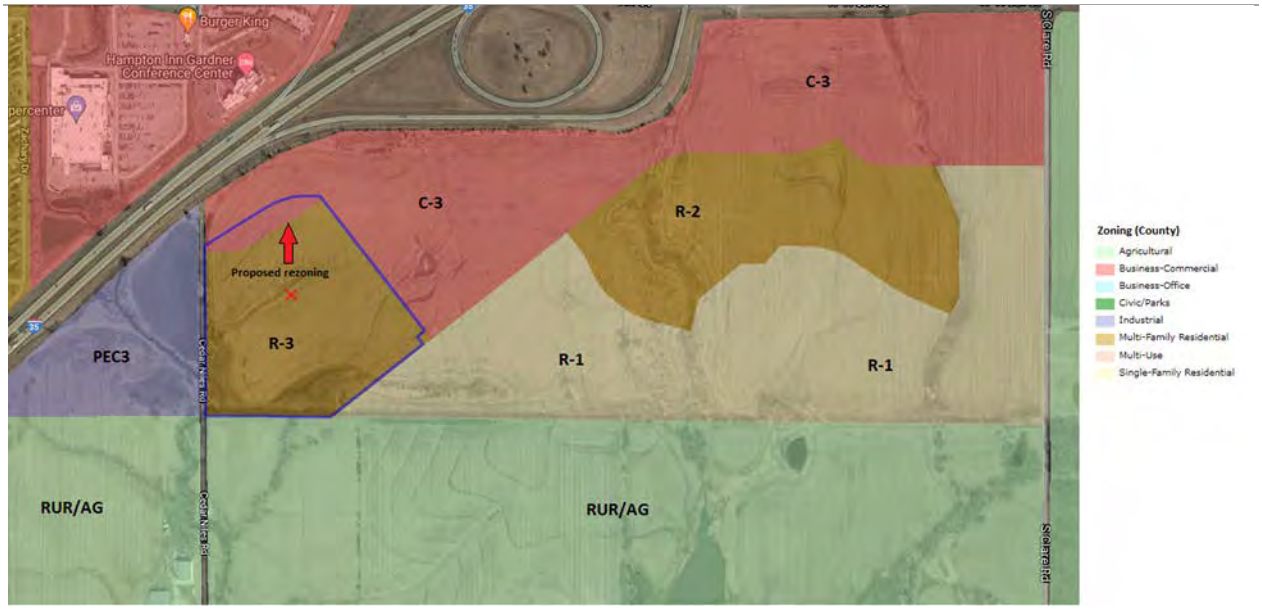
The subject property is currently zoned C-3 (Commercial) and is vacant land.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
C-3 (General Commercial) District	Undeveloped commercial property
East of subject property	
R-2 (Two-family) District	Undeveloped Single-family property
R-1 (Single-Family Residential) District	Undeveloped Single-family property
South of subject property	
County RUR (Rural, Agricultural) District	Agricultural property
West of subject property	
County PEC3 (Planned Light Industrial Park) District	Vacant property

EXISTING CONDITIONS

This property is currently not platted and is unimproved.



BACKGROUND / HISTORY

The property was annexed on September 3, 2019 per Ordinance 2622. On April 20, 2020 approved an application to rezone the property to C-3 (Commercial) per Ordinance 2657 and to R-3 (Garden Apartment) District per Ordinance 2658.

CONSISTENCY WITH COMPREHENSIVE PLAN

The Gardner Comprehensive Plan was adopted in 2014 and did not identify detailed future land use for areas on the east side of the interstate but designated it as "Southeast Quadrant Market Determined Growth Area" with Regional Commercial future land uses identified at the interchanges. The plan directed staff to further study that growth area in the near future. Staff proceeded with this direction and completed the process for two subarea plans at the interchanges. The subject properties are within the study boundaries of the *I-35 & 175th Street Interchange Subarea Plan* which was adopted and incorporated by reference into the Comprehensive Plan in June 2018. At the time of the planning efforts, the subject property owner had proposed a concept for the property and that concept was utilized to guide the future land use for that area in the plan. The property is shown for Regional Commercial (red), Commercial and Light Industrial (lavender), Heavy Commercial and Industrial (dark purple) and Parks/Recreation/Open Space (green) future land uses. The subject parcel (yellow outline) is identified for Regional Commercial and Parks/Recreation/Open Space future land uses.

Additionally, the Comprehensive Plan has identified this area for "New Residential Growth" in the Residential Area Plan under the Housing section, which is undeveloped land that provides a clean slate for future residential development to contribute to and enforce the City's existing character and identity. One goal of New Residential Growth is to ensure a new development meets the requirements of the *Gardner Land Development Code* and provides flexibility where necessary to accommodate a variety of housing types and intensities. While the project itself does not provide a variety of housing types, the proposed addition of apartments would provide for a variety of housing in the area. The nearest apartment development is just over a mile to the east at E. Grand Street and Moonlight Road. With the growth of businesses in New Century AirCenter and 175th Street being a main corridor into Gardner, multi-family housing on the east side of Gardner will be important.

The New Residential Growth Areas plan values connectivity and open space preservation and conservation design. The proposed street layout connects the existing street stub of Gretna Street to the north into future phases of Copper Springs. Additionally a second connection from University Drive to Gretna Street with a new street to be called Evergreen Street is proposed. The Connection section not only talks about street connections but trail connections. The proposed project will extend the existing trail along Moonlight Road to the north to the extent of the property and also into the property.

The open space preservation and conservation design is supported with this project by way of stormwater detention areas throughout the project which will include native vegetation. Additionally as mentioned before, trails are incorporated into the plan. Staff finds this project is consistent with housing diversity goals of the Comprehensive Plan.

STAFF ANALYSIS - ZONING MAP AMENDMENT

17.03.030 (B) Review Criteria:

1. **The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;**

Staff Comment: *The area is mostly vacant with single-family to the east and commercial to the north. To the south is unincorporated Johnson County and New Century AirCenter industrial is north of 175th Street. This general location near a major highway interchange is well-situated to serve the needs of people who want to live and work in the region.*

2. **The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;**

Staff Comment: *This area of the community has been in agricultural use for many years. Because of its proximity to a major highway interchange, however, this area is slated for growth opportunity. Regional commercial and medium-density residential land uses have evolved near the airport on the other side of this highway interchange with no known incompatibilities with airport operations. This application represents only a portion of the future development for this area, which is to include commercial, multi-family, and single-family land uses. This development is arranged in a transitional pattern with higher-intensity uses adjacent to the major roadways and less intense uses adjacent to remaining agriculture and very low-density residential uses. The R-3 (Garden Apartment) District would accommodate single-family, duplex, row house, garden apartment, and small civic building types. Garden apartments are the least dense of the apartment building types based on a 40% maximum building coverage limit and 40% minimum open space requirement with a 3-story height limit. With accommodation of concerns related to the flight corridor, it is anticipated that this zoning district can be compatible with nearby properties.*

3. **The suitability of the subject property for the uses to which it has been restricted;**

Staff Comment: *While under County zoning jurisdiction, the subject property was zoned for PRB2 (Planned Residential Neighborhood Retail Business) District which includes opportunity for limited neighborhood retail sales/service and personal service business uses; and PEC3 (Planned Light Industrial Park) District which provides opportunity for research and development, light fabrication/assembly, limited industrial/manufacturing, and warehousing uses. These are suitable land uses based on County plans. In the County, lands could be zoned to a planned district without any plan actually existing, unlike the City. So there are no applicable development plans for the subject parcel. This property has now transitioned into the City's zoning jurisdiction,*

and is thus subject to City plans. This application proposes to accommodate the transition from County to City zoning district.

4. The extent to which removal of the restrictions will detrimentally affect nearby property;

Staff Comment: *As the overall development is arranged to locate more intense uses close to major roadways and away from existing rural uses, it is anticipated that the removal of the restrictions will not detrimentally affect nearby property so long as issues pertaining to development near the primary flight corridor are resolved.*

5. The length of time the subject property has remained vacant as zoned;

Staff Comment: *The subject property has always been in agricultural use.*

6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;

Staff Comment: *As zoned within the County, the subject property has remained undeveloped for many years. This application provides an opportunity for the development of housing to meet the needs of workers as employment opportunities continue to grow in the area. When housing is located near jobs, it increases the economic welfare of workers by reducing transportation costs and supporting better quality of life. These opportunities promote engagement of citizens in the community where they live and work. These factors would indicate that there would be a net gain in favor of economic development and public health, safety, and welfare with consideration of this application.*

7. The recommendations of professional staff;

Staff Comment: *Staff recommends approval of this rezoning application subject to some basic conditions to acknowledge some of the major concerns of the County pertaining to operations of the nearby airport.*

8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;

Staff Comment: *The intent of the R-3 (Garden Apartment) District is to provide residential living in a high-density pattern as a transition between neighborhoods and more intense uses, where a high level of accessibility, public amenity and support services are immediately available. The City has committed to providing infrastructure to this new growth area of the community. The subject parcel will be linked to major highway corridors with a new arterial roadway, providing convenient access to regional jobs and amenities. The location of the R-3 District would provide a transition between lower-density residential uses to the east and the I-35 corridor. This application supports housing diversity goals of the Comprehensive Plan*

9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and

Staff Comment: *Per a development agreement, the City is committed to providing the necessary infrastructure to serve the subject property and adjacent properties. These actions will positively impact the capacity and safety of utilities and other infrastructure to serve not only this development, but other developments in this area in the future.*

10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

Staff Comment: *The City of Gardner Strategic Plan indicates an opportunity for the city to annex adjacent land areas that could be developed into commercial and industrial properties that would diversify the tax base. The overall development project of which this application is a part provides for commercial land uses supported by adjacent multi-family and single-family residential land uses of various densities. Adjacent jurisdictions are capturing industrial development opportunity, providing an opportunity for Gardner to support the development of housing and commercial opportunities to compliment those job sources. This application supports economic opportunity and the diversification of the tax base and provides quality of life through diverse housing opportunity. It increases private investment in the community.*

STAFF ANALYSIS – INFRASTRUCTURE/OTHER

Utilities – All utilities are available to the site. The City of Gardner is the provider for sanitary sewer and electric. WaterOne is the provider for water.

Environmental Conditions - The site is in the Little Bull Creek watershed. A small portion of floodway and floodplain exist on the southwest corner of the site. Most of the site is characterized by silt loam soils with 1-3% slopes, constituting prime farmland somewhat poorly drained. A portion in the southwest corner is silty clay loam moderately well drained.

STAFF ANALYSIS – SITE PLAN

17.03.060 (B) Review Criteria:

1. In general, any site plan in compliance with all requirements of this Code shall be approved.

Staff Comment: *The site plan is in general compliance with the Code, with several items that will be conditions of approval.*

2. In making a determination of compliance, or for site plans accompanying any discretionary review or administrative relief, the review body shall consider whether:

a. The site is capable of accommodating the buildings, proposed use, access and other site design elements required by the Code and will not negatively impact the function and design of rights-of-way or adjacent property.

Staff Comment: *The site is capable of accommodating the buildings, proposed use, access and other site design elements required by the Code and will not negatively impact the function and design of rights-of-way or adjacent property.*

b. The design and arrangement of buildings and open spaces is consistent with good planning, landscape design and site engineering principles and practices.

Staff Comment: *The design and arrangement of the building is consistent with good planning and landscaping design principles and practices.*

c. The architecture and building design uses quality materials and the style is appropriate for the context considering the proportion, massing, and scale of different elements of the building.

Staff Comment: *The architecture and materials provide for a quality building. Proposed are stone accents with hardie siding and shingled roofing. This apartment complex is located on the east side of Interstate 35 and provides an attractive view of the complex from the highway.*

d. The overall design is compatible to the context considering the location and relationships of other buildings, open spaces, natural features or site design elements.

Staff Comment: *The overall design is compatible to the context considering the location near residential and commercial properties. Similar materials, colors, and roof styles help to create a relationship to the adjacent residential. Staff finds this criteria is met.*

e. Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.

Staff Comment: *No additional site specific conditions are necessary for this project.*

3. The application meets the criteria for all other reviews needed to build the project as proposed.

Staff Comment: *The project will need to complete the platting, Johnson County review due to proximity to New Century AirCenter, public improvement plan approval, and building permit processes.*

These are all recommended conditions of approval.

4. The recommendations of professional staff.

Staff Comment: *Staff recommends approval of the site plan SP-21-03 with conditions outlined in the staff report.*

ATTACHMENTS

I. Plan document
II. Property owner notice letter
III. Application

ACTIONS

Per Section 17.03.010 (G) of the *Gardner Land Development Code*, a review body may take the following actions (or recommend the following actions):

1. Approve the application.
2. Approve the application with conditions or modifications to lessen or mitigate a potential impact from the proposed application.
3. Deny the application.
4. Continue the application to allow further analysis. The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

EFFECT OF DECISION

Zoning Map Amendment (Rezoning) – Amendments to the official zoning map (rezoning) shall be approved by the Governing Body in the form of an ordinance. Approved changes shall be indicated on the official zoning map by the Director within 30 days following such action.

Preliminary Development Plan – Approval of a preliminary development plan shall constitute acceptance of the overall planning concepts and development parameters. In reviewing and approving a preliminary development plan, the Planning Commission may recommend or the Governing Body may require conditions that must be met before an applicant submits a final

development plan. An approved preliminary development plan shall lapse and be of no further force and effect if a final development plan (or a final development plan for a designated phase of the preliminary development plan) has not been approved within two years of the date of approval of the preliminary development plan.

RECOMMENDATION

Staff recommends approval of the rezoning from C-3 to R-3 and the associated site plan for Treadway Apartments with the conditions outlined in the Recommended Motion section.

Recommended Motion:

After review of Application Z-21-03 and SP-21-03, a rezoning for (parcel ID CF231429-1008), and site plan dated July 1, 2019, and staff report dated July 21, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Revise the plans to show 8' wide sidewalks on internal areas of the site.
2. Revise the plans to either show 8' wide sidewalks long any parking with vehicle overhangs or move the existing 5' sidewalk 2' away from parking lot curb.
3. Revise the plan to show landscaping along the back side of all garages.
4. Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.
5. Prior to the issuance of a building permit, a final plat shall be approved by the Planning Commission, with rights-of-way and easements accepted by the Governing Body.

and recommends the Planning Commission forward the recommendation for approval to the Governing Body.

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 1C & 1D**
MEETING DATE: JULY 26, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: PP-21-03 Preliminary Plat & FP-21-04 Final Plat Treadway Apartments

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PROCESS INFORMATION

Type of Request: Preliminary and Final Plat
Date Received: June 7, 2021

APPLICATION INFORMATION

Applicant: Schlagel & Associates, PA, Mark Breuer, PE
Owner: Grata LLC, Travis Schram, Manager
Parcel IDs: CF231429-1008
Location: Southeast corner of I-35 and 175th Street approximately 2000' south of 175th Street

REQUESTED ACTION

The applicant is requesting approval of a preliminary and final plat for Treadway Apartments, a single lot multi-family subdivision.

EXISTING ZONING AND LAND USE

The property is currently vacant and undeveloped property. The property is currently zoned R-3 and C-3 (Garden Apartment and Commercial) District.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
C-3 (Commercial) District	Undeveloped commercial property
East of subject property	
R-2 (Two Family) District	Undeveloped Single-family property
R-1 (Single Family) District	Undeveloped Single-family property
South of subject property	
County RUR (Rural, Agricultural) District	Agricultural property
West of subject property	
County PEC3 (Planned Light Industrial Park) District	Vacant property

EXISTING CONDITIONS

This property is currently not platted and is unimproved.

BACKGROUND / HISTORY

The property was annexed on September 3, 2019 per Ordinance 2622. On April 20, 2020 approved an application to rezone the property to C-3 (Commercial) per Ordinance 2657 and to R-3 (Garden Apartment) District per Ordinance 2658.

CONSISTENCY WITH COMPREHENSIVE PLAN

The Gardner Comprehensive Plan was adopted in 2014 and did not identify detailed future land use for areas on the east side of the interstate but designated it as "Southeast Quadrant Market Determined Growth Area" with Regional Commercial future land uses identified at the interchanges. The plan directed staff to further study that growth area in the near future. Staff proceeded with this direction and completed the process for two subarea plans at the interchanges. The subject properties are within the study boundaries of the *I-35 & 175th Street Interchange Subarea Plan* which was adopted and incorporated by reference into the Comprehensive Plan in June 2018. At the time of the planning efforts, the subject property owner had proposed a concept for the property and that concept was utilized to guide the future land use for that area in the plan. The property is shown for Regional Commercial (red), Commercial and Light Industrial (lavender), Heavy Commercial and Industrial (dark purple) and Parks/Recreation/Open Space (green) future land uses. The subject parcel (yellow outline) is identified for Regional Commercial and Parks/Recreation/Open Space future land uses.

Additionally, the Comprehensive Plan has identified this area for "New Residential Growth" in the Residential Area Plan under the Housing section, which is undeveloped land that provides a clean slate for future residential development to contribute to and enforce the City's existing character and identity. One goal of New Residential Growth is to ensure a new development meets the requirements of the *Gardner Land Development Code* and provides flexibility where necessary to accommodate a variety of housing types and intensities. While the project itself does not provide a variety of housing types, the proposed addition of apartments would provide for a variety of housing in the area. The nearest apartment development is just over a mile to the east at E. Grand Street and Moonlight Road. With the growth of businesses in New Century AirCenter and 175th Street being a main corridor into Gardner, multi-family housing on the east side of Gardner will be important.

The open space preservation and conservation design is supported with this project by way of stormwater detention areas throughout the project which will include native vegetation. Additionally as mentioned before, trails are incorporated into the plan. Staff finds that this project is consistent with housing diversity goals of the Comprehensive Plan.

STAFF ANALYSIS - PRELIMINARY PLAT

17.03.020 (D1) Review Criteria:

a. The application is in accordance with the Comprehensive Plan and in particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles and concepts of the plan.

Staff Comment: *The subject property is located within the New Residential Growth Areas of the Comprehensive Plan which is undeveloped land that provides a "clean slate" for future residential development. This section states new residential growth areas should provide logical connections to the surrounding street grid, streetscapes that provide for trees to be planted in the parkway, and pedestrian connections.*

b. Compliance with the requirements of this Land Development Code, and in particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

Staff Comment: *The proposed plat is generally in compliance with the requirements of the Land Development Code (LDC) regarding lots and blocks.*

This development has internal access drives that mimic block structures. Sidewalks are provided for along the drives that also connect to trails through the blocks.

c. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

Staff Comment: *There is no phasing proposed with this plat.*

d. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.

Staff Comment: *The provided studies and technical reports provided generally accepted and sound planning and engineering that reflect long-term solutions and fiscal investment.*

e. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

Staff Comment: *The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan. The surrounding properties are developed and if redevelopment is proposed, that development will have to meet the goals and policies of the Comprehensive Plan.*

f. The design does not impede the construction of anticipated or planned future public infrastructure within the area.

Staff Comment: *The design does not impede the construction of anticipated or future public infrastructure in the area. This plat provides for the initial internal roadway improvements for the planned commercial development to the north.*

g. The recommendations of professional staff, or any other public entity asked to officially review the plat.

Staff Comment: *Staff recommends approval of the preliminary plat for Treadway.*

STAFF ANALYSIS - FINAL PLAT

17.03.020 (E1) Review Criteria:

a. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

Staff Comment: *The final plat in in substantial compliance with the preliminary plat regarding number of lots, block layout and the infrastructure elements.*

b. The construction plans for any utilities, infrastructure or public facilities shall have been found to meet all technical specifications, or final plat approval shall be conditioned on such plans meeting all technical specifications, before the recording of the final plat.

Staff Comment: *Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County. The city is the provider for sanitary sewer, stormwater, and electric facilities in the area. Water service is being provided by WaterOne.*

c. The phasing and timing of public improvements ensures construction and performance guarantees.

Staff Comment: *Public improvement plans shall be submitted and approved prior to the release of the final plat for recording and issuance of building permits to ensure all improvements are in place.*

d. Any deviations in the final plat from the preliminary plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

Staff Comment: *There are no deviations from the preliminary plat.*

e. The recommendations of professional staff or any other public entity asked to officially review the plat.

Staff Comment: *Staff recommends the Planning Commission forward a recommendation of approval of the final plat to the Governing Body with the conditions outlined below.*

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication. This plat will not be required to pay excise tax as it qualifies for the following exemption: Any replat of previously platted land area which was approved by the City and recorded prior to January 5, 2000, and where the replat does not increase the density or intensity of the approved land uses. No excise tax will be levied with this plat.

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

Utilities – All utilities are available to the site. The City of Gardner is the provider for sanitary sewer and electric, WaterOne is the provider for water.

Environmental Conditions - The site is in the Little Bull Creek watershed. A small portion of floodway and floodplain exist on the southwest corner of the site. Most of the site is characterized by silt loam soils with 1-3% slopes, constituting prime farmland somewhat poorly drained. A portion in the southwest corner is silty clay loam moderately well drained.

NEW CENTURY AIRCENTER –

The subject property is within the New Century AirCenter Airport Interest Area and within 1 mile of airport owned property. The Johnson County Airport Board and Johnson County Board of County Commissioners will have to review and take action on these applications because of the proximity of the property to the airport.

ATTACHMENTS

I. Preliminary Plat
II. Final Plat
III. Applications

ACTIONS

Per Section 17.03.010 (G) of the *Gardner Land Development Code*, a review body may take the following actions (or recommend the following actions):

1. Approve the application.
2. Approve the application with conditions or modifications to lessen or mitigate a potential impact from the proposed application.
3. Deny the application.
4. Continue the application to allow further analysis. The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

EFFECT OF DECISION

Preliminary Plat – The approval of the preliminary plat does not constitute an acceptance of the subdivision, but authorizes preparation of the final plat. If the Planning Commission tables a plat, the applicant shall have 60 days to submit information sufficient for approval or the application shall be deemed denied. The applicant may request that a denied preliminary plat be submitted to the Governing Body and the Planning Commission shall submit all information to the Governing Body, which can make a determination consistent with these regulations. The approval of the preliminary plat shall be effective for 18 months, except that any approval of a final plat for any phase specifically indicated on a preliminary plat shall renew the 18-month period. The Planning Commission may grant an extension of this period for up to one year, if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat.

Final Plat – If the Planning Commission approves or conditionally approves the final plat, the plat shall be forwarded to the Governing Body with a recommendation that they accept dedication of land for public purposes such as easements, rights-of-way and public facilities. The approval of the final plat; acceptance of the dedication of land for public purposes; finding that the construction plans for any utilities, infrastructure or public facilities meet all City technical specifications; and payment of the excise tax if applicable, authorizes the filing of the plat with the Johnson County Records and Tax Administration. Any approval with conditions or exceptions to the rules shall be clearly stated on the plat. Any plat not recorded within two years from the date of acceptance of land by the Governing Body shall be null and void. Upon approval of the final plat, dedications, and construction plans and recording of the plat, the applicant may proceed with the construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.

RECOMMENDATION

PRELIMINARY PLAT

Staff recommends approval of PP-21-03, a single lot multi-family preliminary plat for Treadway Apartments.

Recommended Motion:

After review of Application PP-21-03, a preliminary plat for parcel ID CF231429-1008, and preliminary plat dated June 7, 2021, and staff report dated July 26, 2021, the Planning Commission approves the application as proposed after finding all applicable requirements have been met.

FINAL PLAT

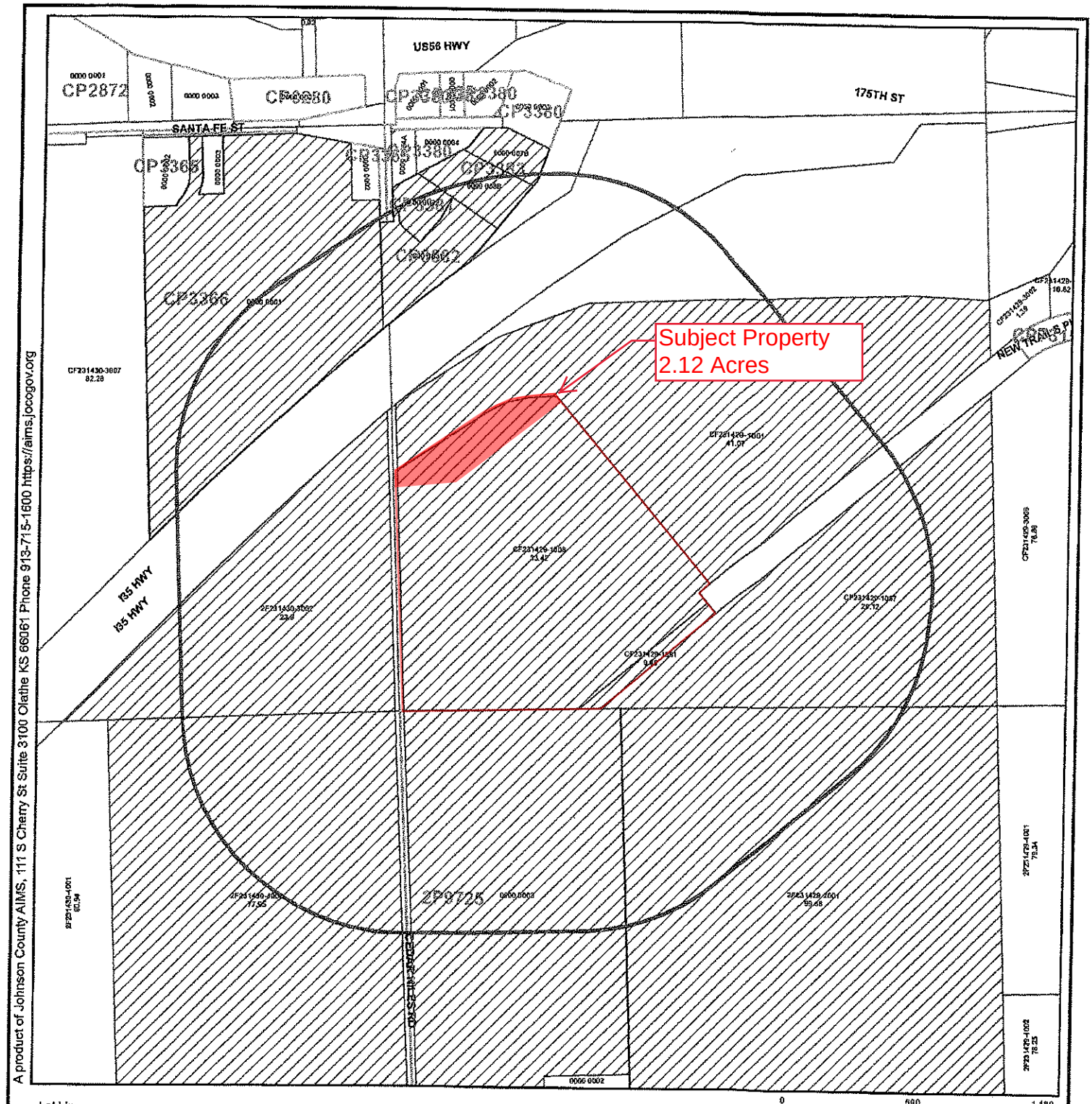
Staff recommends approval of FP-21-04, a final plat for Treadway Apartments with the conditions outlined in the recommended motion below and recommends the Planning Commission send the recommendation to the Governing Body to accept the dedication of right-of-way and easements.

Recommended Motion:

After review of Application FP-21-04, a final plat parcel ID CF231429-1008 and final plat dated June 7, 2021, and staff report dated July 26, 2021, the Planning approves the application as proposed, provided the following conditions are met:

1. Preliminary plat PP-21-03 shall be approved prior to the release of the final plat FP-21-04 for recording.
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.
3. The application shall be reviewed and approved by the Johnson County Airport Board and Johnson County Board of County Commissioners prior to the release of the plat for recording.

and recommends the Governing Body accept dedication of right-of-way and easements.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PLANNING COMMISION MEETING
City of Gardner, Kansas
Council Chambers
July 26, 2021
7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:06 p.m. on Monday July 26, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ham
Commissioner Hansen
Commissioner Meder
Commissioner McNeer
Commissioner Jueneman
Commissioner Cooper

Staff members present:
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney

CONSENT AGENDA

1. **Approval of the minutes as written for the meeting on June 28, 2021.**

Motion made by Commissioner McNeer to approve the minutes, seconded by Commissioner Meder.

Motion passed 7-0.

REGULAR AGENDA

Item 1. Consider the following for Treadway Apartments

a. **Rezoning**
b. **Site Plan**
c. **Preliminary Plat**
d. **Final Plat**

APPLICANT PRESENTAION

Ryan Adam, Cityscape Residential introduced himself and his partnership with Grata Development. Grata is a Kansas City based development company focused on building intentional communities where families live and thrive. Cityscape is a full service real estate firm with over 25 years of experience in design, construction and management. Grata Development and Cityscape are partnering to build multi-family housing in a premier location to capture the growing workforce demand in the area. Treadway at New Trails will consist of 424 units at the

southeast corner of 175th St. and I-35 providing convenient highway access and amenities currently not found in the market. Competitively priced compared to other Class A projects further north and east with rent targets for studios at $775, 1 bedroom starting at $985 and 2 bedroom starting at $1,166. Community amenities will include a clubhouse that includes work space and private conference rooms, pet spa, media & internet lounge, club room with television/arcade and fitness center. Site amenities will include saltwater pool, bbq grill stations, walking trails, full size bocce ball, pickle ball, dog park, package locker system, car washing station and Frisbee golf course.
An administrative adjustment is requested to revise the plans to show a 6' 4" sidewalks along any parking with vehicle overhangs. They ask the City to support this request so there is not parking issue for the fire department and they would also like to utilize a planting bed to break up the facades of the building for aesthetic purposes. By utilizing a 6' 4" sidewalk they are able to provide the necessary passages to meet ADA requirements of a 4' passage while contemplating a 2' overhang for the front of vehicles.

PUBLIC HEARING

Steve Clary, 24850 W. 190th St expressed his concern about the infrastructure specifically internet service being overwhelmed as he already has poor service with Century Link. Additionally he voiced the fact a very large development would create more traffic than 175th current 2 lane road is able to accommodate.

Ryan Adams stated that the conversations have already begun with Century Link to obtain better service in the area.

STAFF PRESENTATION

Mr. Robert Case presented the information in the staff report for Treadway Apartments 1a & 1b. The rezoning petition is for a 2.12 acre expansion of a rezoning for a multi-family development that was presented in April. The rezoning request is also coupled with a site plan for a total of 424 apartment units. This site is part of the overall mixed use development called Prairie Trace a 260 plus acre development located at the southeast intersection of 175 th Street and Interstate 35. Mr. Case stated that staff found the overall plan is compatible and in character with the neighborhood and the zoning will not detrimentally affect nearby property. The uses will not adversely affect the capacity or safety of utilities, infrastructure or public services.

In general, the site plan is in compliance with the code, with several items that will be conditions of approval. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan. The petitioner is requesting an administrative adjustment.

COMMISSION DISCUSSION

Commissioner Meder wanted to clarify if the adjustment to sidewalks was for all the buildings.

Mr. Case stated the adjustment will apply to all the sidewalks up against the parking space in front of the buildings.

Commissioner Jueneman asked if there was any consideration concerning sound due to the proximity of the airport.

Mr. Adams stated the building standards are so high already that the sound does not present issues.

Mr. Knopick reminded the commissioner that the plan goes before the County for consideration as well.

Chairman Boden stated the he would like to see 7ft sidewalks, closer to actual code requirements. Discussion ensued amongst commission members and the consensus was that the sidewalks must meet ADA requirements.

Motion made after review of Application Z-21-03 and SP-21-03, a rezoning for (parcel ID CF231429-1008), and site plan dated June 7, 2021, and staff report dated July 26, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Revise the plans to either show either a 6' 5" wide sidewalks with a kick out at 200' to meet ADA compliance on the sidewalk or a 7' sidewalk along any parking with vehicle overhangs that are backed up to a parking lot curb.**
2. **Revise the plan to show landscaping along the back side of all garages.**
3. **Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.**
4. **Prior to the issuance of a building permit, a final plat shall be approved by the Planning Commission, with rights-of-way and easements accepted by the Governing Body.**

And recommends the Planning Commission forward the recommendation for approval to the Governing Body.

Motion made by Meder and seconded by McNeer.

Motion passes 7-0.

STAFF PRESENTATION

Mr. Case presented the information in staff report for Treadway Apartments 1c & 1d. The application is generally consistent with the Comprehensive Plan and in compliance with the Land Development Code. All technical studies have been submitted and approved. The plat does not deter any existing or future development on adjacent lots.

Motion made after review of Application PP-21-03, a preliminary plat for parcel ID CF231429-1008, and preliminary plat dated June 7, 2021, and staff report dated July 26, 2021, the Planning Commission approves the application as proposed after finding all applicable requirements have been met.

Motion made by McNeer and seconded by Meder.

Motion passes 7-0

The final plat is in substantial compliance with the preliminary plat and the Land Development Code. The request for final platting is consistent with established goals and policies of the City. No adjustments are requested with this plat

After review of Application FP-19-04, a final plat parcel ID CF231429-1008 and final plat dated June 7, 2021, and staff report dated July 26, 2021, the Planning approves the application as proposed, provided the following conditions are met:

1. **Preliminary plat PP-21-03 shall be approved prior to the release of the final plat FP-21-04 for recording.**
2. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.**
3. **The application shall be reviewed and approved by the Johnson County Airport Board and Johnson County Board of County Commissioners prior to the release of the plat for recording.**

And recommends the Governing Body accept dedication of right-of-way and easements.

Motion made by Meder and seconded by McNeer.

Motion passes 7-0.

Item 2. Consider the following for Cypress Creek

a. **Rezoning**
b. **Preliminary Development Plan**
c. **Preliminary Plat**

APPLICANT PRESENTATION

Tim Tucker, Phelps Engineering gave a brief overview of the size of the development and the proposed access streets on Madison and 167th St. There will be a 10ft concrete trail parallel to a stream running north to south.

PUBLIC HEARING

STAFF PRESENTATION

Mr. Case presented the information in staff report 2a &2b for Cypress Creek development. This site was just annexed into the City back in June. It has been undeveloped since at least the 1940's. The proposed rezoning is for RP-2 which is typically a district that would be associated with duplex development but it also allows for single-family detached neighborhood housing. The staff feels that this rezoning and layout is consistent with adjacent development and also allows for more open space than is typically found within a suburban neighborhood. The staff finds the type of housing variety supports on going investment and attraction of new residents while promoting infill residential development. The low density development meets the design requirements and is in character with existing neighborhoods.

The preliminary development plan is in general compliance with the code, with several items that will need to be conditions of approval. The plan reflects acceptable and sound planning and urban design principles with respect to applying the comprehensive plan. It is consistent with character of the neighborhood and supports lower density pattern with more open space and pedestrian connectivity to nearby schools.

COMMISSION DISCUSSION

Commissioner Meder asked for clarification on the proposed RP-2 zoning.

Mr. Knopick explained the current zoning code and in regards to lot size and deviations that would have been required with R-1. Cypress Creek will develop smaller footprint homes on smaller lots. He assured that the development is planned for single family homes only and it would always have to come before Planning Commission again if any substantial changes were proposed.

Commissioner McNeer commended the applicant for bringing more affordable homes to the area. He also asked if the narrow lots are due to the creek and open space presented in the plan.

Mr. Knopick stated it may be a factor but price points are also a driving component.

Commissioner Jueneman inquired if the alignment

Motion made after review of applications Z-21-04 and PDP-21-02, a rezoning from RUR (Rural, Agricultural uses and single family dwellings District) to RP-2 (Planned Two Family Residential District) and associated preliminary development plan dated June 7, 2021, and staff report dated July 26, 2021, for Cypress Creek, Tax Id 2F221423-1001, located between 167th Street and Madison Road just north of Gardner Edgerton High School, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. **Approval of a transportation impact study and stormwater management plan by the City of Gardner Public Works Department;**
2. **Dedication of a 30' wide trail easement on the final plat to the City of Gardner that corresponds to the City of Gardner Parks Master Plans; and**
3. **Revise the landscape plan to promote diverse tree plantings.**

And recommends the Planning Commission forward the recommendation for approval to the Governing Body.

Motion made to adjourn by Ham and seconded by McNeer26.

Motion passes 7-0.

Meeting adjourned at 8:33 p.m.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 2

MEETING DATE: AUGUST 16, 2021

STAFF CONTACT: ROBERT CASE, PRINCIPAL PLANNER

Agenda Item: Consider adopting an ordinance approving a rezoning for the proposed Cypress Creek subdivision, and consider accepting the associated Preliminary Development Plan

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:

After review of applications Z-21-04 and PDP-21-02, a rezoning from RUR (Rural, Agricultural uses and single family dwellings District) to RP-2 (Planned Two Family Residential District) and associated preliminary development plan dated June 7, 2021, and staff report dated July 26, 2021, for Cypress Creek, Tax Id 2F221423-1001, located between 167th Street and Madison Road just north of Gardner Edgerton High School, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. Approval of a transportation impact study and stormwater management plan by the City of Gardner Public Works Department;
2. Dedication of a 30' wide trail easement on the final plat to the City of Gardner that corresponds with the City of Gardner Parks Master Plans; and
3. Revise the landscape plan to promote diverse tree plantings.

The Planning Commission recommended approval, with conditions, by a unanimous vote.

Staff Recommendation:

Staff recommends approval of the rezoning and associated preliminary development plan and recommended the Planning Commission forward the recommendation for approval to the Governing Body.

Background/Description of Item:

The site for the proposed development was annexed into the City of Gardner on June 22, 2021. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings).

The *City of Gardner 2014 Comprehensive Plan* identifies this parcel for low-density residential future land use, described as "areas primarily consist of detached single family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in character with typical single family homes. These "New Residential Growth Areas" include undeveloped land that provides a "clean slate" for future residential development. The Comprehensive Plan addresses these growth areas as having three major components that help to ensure the community's goals of providing high quality neighborhoods that satisfy demand for a broad type of housing. These goals are; neighborhood character, connectivity,

and open space preservation & conservation design. The design and layout the applicant is proposing is consistent with the goals of the Comprehensive Plan.

ACTIONS

Per Section 17.03.030 (D) of the *Gardner Land Development Code*, the Governing Body may:

1. Adopt such recommendation by ordinance, (simple majority vote);
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body; or
3. Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

Financial Impact:

None.

Attachments included:

- Ordinance No. 2715
- Planning Commission packet
- Preliminary development plan document
- July 26, 2021 draft Planning Commission minute excerpt

Suggested Motion:

Accept the recommendation of the Planning Commission and approve Ordinance No. 2715, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

ORDINANCE NO. 2715

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF GARDNER, KANSAS, UNDER THE AUTHORITY GRANTED BY TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS;

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

SECTION ONE: That having received a recommendation from the Planning Commission on July 26, 2021, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located between 167th Street and Madison Road just north of the Gardner Edgerton High School shall hereafter have a zoning classification of RP-2 (Planned Two-Family Residential) District in accordance with the preliminary development plan PDP-21-02 Cypress Creek dated June 7, 2021 and subject to the following conditions:

1. Approval of a transportation impact study and stormwater management plan by the City of Gardner Public Works Department;
2. Dedication of a 30' wide trail easement on the final plat to the City of Gardner that corresponds to the City of Gardner Parks Master Plans; and
3. Revise the landscape plan to promote diverse tree plantings.

CASE NO. Z-21-04(PDP-21-02)

Rezoning from RUR (County Rural Residential) District to RP-2 (Planned Two-Family Residential) District:

Legal Description:
THE EAST 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14, RANGE 22, IN JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN ROADS.

SECTION TWO: That upon the taking effect of this Ordinance, the above zoning changes shall be incorporated and shown on the Zoning District Map previously adopted by reference, and said Zoning District Map is hereby reincorporated as a part of the Land Development Code as amended.

SECTION THREE: That this Ordinance shall take effect and be in force from and after its adoption by the Governing Body and publication in the official City Newspaper.

PASSED by the Governing Body this 16th day of August, 2021.

SIGNED by the Mayor this 16th day of August, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

_____

Steve Shute, Mayor

Attest:

_____

Sharron Rose, City Clerk

Approved as to form:

_____

Ryan B. Denk, City Attorney

(Case No. Z-21-04)

PLANNING COMMISSION STAFF REPORT **REGULAR ITEM NO. 2A & 2B**
MEETING DATE: JULY 26, 2021
PREPARED BY: ROBERT CASE, PLANNER

PROJECT NUMBER / TITLE: Z-21-04 (PDP-21-02) for Cypress Creek Subdivision

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PROCESS INFORMATION

Type of Request: Rezoning and associated Preliminary Development Plan
Date Received: June 7, 2021

APPLICATION INFORMATION

Applicant: Harold Phelps, Phelps Engineering, Inc.
Owner: Beverly Burgdorfer Revocable Trust
Parcel ID: 2F221423-1001
Location: The East 100 acres of the Northwest Quarter of Section 23, Township 14, Range 22; containing approximately 98.59 acres between 167th Street and Madison Road just north of Gardner Edgerton High School.

REQUESTED ACTION

The applicant is requesting approval of a rezoning from RUR to RP-2 (and associated preliminary development plan) for approximately 98.59 acres for a 289 lot single-family residential subdivision of an undeveloped parcel located north of the Gardner Edgerton High School.

EXISTING ZONING AND LAND USE

Currently the property is zoned RUR (Single-Family Residential) District which is a Johnson County zoning district with undeveloped agricultural land on the property. Properties that are annexed retain their County zoning until they are formally rezoned within the City.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
A (Agricultural) District	Vacant property
East of subject property	
R-1 (Residential) District	Single Family Residential
South of subject property	
R-1 (Single-Family Residential) District	Gardner Edgerton High School

West of subject property	
R-1 (Residential) District	Single Family Residential

EXISTING CONDITIONS

Currently the subject property is vacant agricultural land. The property is bound on the north by 167th Street and on the south by Madison Street. Properties located directly to the east and west are single family subdivisions.

BACKGROUND / HISTORY

The site for the proposed development was annexed into the City of Gardner on June 22, 2021 (Ordinance No. 2708). Currently, the property is not in use. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings).

CONSISTENCY WITH COMPREHENSIVE PLAN

The *City of Gardner 2014 Comprehensive Plan* identifies this parcel for low-density residential future land use, described as "areas primarily consist of detached single family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in character with typical single family homes. These "New Residential Growth Areas" include undeveloped land that provides a "clean slate" for future residential development. The Comprehensive Plan addresses these growth areas as having three major components that help to ensure the community's goals of providing high quality neighborhoods that satisfy demand for a broad type of housing. These goals are; neighborhood character, connectivity, and open space preservation & conservation design. The design and layout the applicant is proposing is consistent with the goals of the Comprehensive Plan.

STAFF ANALYSIS - ZONING MAP AMENDMENT

This section highlights contents of the application which may merit particular consideration in regard to zoning intent and standards. A full analysis of applicable zoning regulations is available upon request.

This application is for a rezoning to a planned development. The applicant has also submitted a preliminary plat with average lot sizes of 6,000 square feet and greater indicating use of the Detached House – Neighborhood building type.

17.03.030 (B) Review Criteria:

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;

Staff Comment: *The character of the area is generally single-family residential, rural residential and agricultural. Staff finds this rezoning appropriate for the character of the area, as it provides a similar use to the existing single family to the east and west.*

2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;

Staff Comment: *Again, there are single family homes to the east and west of this site. The Gardner Edgerton High School is located just to the south. The proposed zoning district and potential use are found to be compatible to the existing residential and schools located within close proximity to this site. This should support compatibility.*

3. The suitability of the subject property for the uses to which it has been restricted;

Staff Comment: *While in the County, the subject property was zoned for agriculture and large lot residential. This was an appropriate residential density when utility infrastructure was not available. However, the area is urbanizing with the planned growth of the Gardner community.*

4. The extent to which removal of the restrictions will detrimentally affect nearby property;

Staff Comment: *The most pertinent current restriction is the minimum lot size of 10 acres. Removing that will result in increased density, traffic, stormwater impact, etc. However, the applicant is providing for the continuation of multiple streets that will allow interconnectivity between the subdivisions to the east and west of this site and should improve safety. Madison Street, which will also offer another important road connection for existing subdivisions to the south, and improved public safety. This should benefit nearby properties.*

5. The length of time the subject property has remained vacant as zoned;

Staff Comment: *The subject property has been farmland at least since at least the 1940's.*

6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;

Staff Comment: *Single family development within this area will provide a positive gain to the City's economic growth. Also, through the development of new streets that provide inter-connectivity between neighborhoods the applicant is helping to provide a more efficient means of travel within the north area of the community.*

7. The recommendations of professional staff;

Staff Comment: *Staff recommends approval of the rezoning application.*

8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;

Staff Comment: *As stated previously, the Comprehensive Plan identifies the property for low-density residential, which translates to the residential zoning district as proposed. The intent of the requested residential district is "to provide residential living in a low-density neighborhood setting, with access to supporting uses such as schools, churches, parks and other public facilities which reinforce residential neighborhoods". This district can be used to implement development patterns identified in the new growth areas where the subject property is located.*

9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and

Staff Comment: *The proposed zoning change and use would not adversely affect the capacity of any utilities, infrastructure or public service in the vicinity. The infrastructure is in place for the use and would not adversely impact the surrounding area.*

10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

Staff Comment: *The rezoning application to RP-2, single-family development supports the adopted policy in the Comprehensive Plan for new residential growth areas. This proposal also supports the extension of our trail system through the inter-connection with the Kill Creek Trail which is consistent with the adopted Park System Master Plan.*

STAFF ANALYSIS - PRELIMINARY DEVELOPMENT PLAN

The intent of the planned zoning districts is to encourage innovation in development, unique and distinctive places, and efficient use of land, buildings and infrastructure. Specifically, planned zoning and development plans to support the flexibility offered through planned zoning should accomplish one or more of the following:

1. Preservation of distinct natural features on the land and integration of them into amenities for the project.
2. Reduction in potential environmental impacts from the development, whether through disturbance of land, location of streets and infrastructure or operation of sites and buildings.
3. Create broader community benefits through the better integration of multiple projects, resulting in designs that could not have otherwise been accomplished through the base zoning districts and standards.
4. Improved public realm designs, including streetscapes, open space, civic spaces and the relationship of buildings and sites to those spaces.
5. Creation of unique projects and places that are particularly suited for the planned location based on the characteristics of the land or the context and relationship to surrounding areas.

Departures from the standards associated with all zoning districts may be considered through planned zoning, and approved provided they are based upon a comprehensive and well-integrated development plan for the area. These departures shall not be justified for simply wanting flexibility or deviations from standards based upon a site plan.

A preliminary development plan represents an overall plan for a development to include the specific land uses and their density/intensity, block and lot patterns, building types and scale, design characteristics, and other building and site design elements that reflect the proposed character of the plan. This plan shall have a particular emphasis on how these elements relate to the public realm plan and where transitions between these elements occur at a parcel or block scale, both within the development and in coordination with abutting property. The development plan shall specifically identify where development standards may differ from those otherwise applicable through the base zoning districts and general development requirements of this Code.

17.03.040 (C) Review Criteria:

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Comprehensive Plan, and based upon generally accepted planning and design practice.

Staff Comment: *The plan represents an improvement over what could have been accomplished through the strict application of otherwise applicable base zoning district standards, based on the goals of the* Comprehensive Plan*, and based upon generally accepted planning and design practices. The project achieves the design intent of the LDC for walkable neighborhoods by*

providing extensive recreational walking opportunities throughout the development, and a future benefit for residents who may be able to walk to access to the adjacent schools.

2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant.

Staff Comment: *The benefits from the flexibility in the standards proposed promote the public health, safety and welfare of the community by preserving wetland and stream areas and extending City utility services to the north for future development. These things benefit both the applicant and the surrounding properties.*

3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.

Staff Comment: *The intent statement of the Single-Family Residential District provides residential living in a low-density neighborhood setting, with access to supporting uses such as schools, churches, parks and other public facilities which reinforce residential neighborhoods. This district should be used in the contemporary neighborhoods of the residential area plans, or in association with the planned zoning process or other complementary residential zoning districts to implement development patterns identified in the new growth areas.*

The Two-Family Residential District provides residential living in a moderate-density residential setting, providing a mix of housing options at strategic locations in relation to complementary uses that support strong residential neighborhoods.

The project provides for both Single-Family R-1 and Two-Family R-2 Planned Districts though the proposal utilizes the Detached House – Suburban and Detached House – Neighborhood Building Types which are both single-family type structures. The project benefits from the flexibility of the standards pared with a large amount of open space area. The overall project density is consistent with low-density development.

4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area;

Staff Comment: *The plan reflects generally accepted planning and urban design principles by preserving and protecting stream areas and utilizing the utility easements that are undevelopable to provide pedestrian trails and connectivity throughout the development.*

5. The plan meets all of the review criteria for a zoning map amendment.

Staff Comment: *The plan generally meets the review criteria for a zoning map amendment.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

ELECTRIC – Electric is currently installed both to the north and south of the subject property and is to be extended into the project from there.

SANITARY SEWER – The subject property is within the Gardner sanitary sewer service area. Sanitary sewer service will be extended throughout the subdivision by a gravity system.

Staff Comment: *Electrical, water, or sanitary sewer infrastructure are adjacent to the site, the developer will be required to extend the services to all lots. City Electric is working on getting power transferred over from Evergy.*

STORM WATER
The Stormwater Management Plan has not been revised based on the request of the Public Works Department. This will be a condition of approval.

ROADWAY NETWORK; VEHICULAR ACCESS; SIDEWALKS
Internal road networks within the subject property will connect to 167th Street to the north and with Madison Street to the south, and a total of three stub streets to the east and west.

ACTIONS

Per Section 17.03.010 (G) of the *Gardner Land Development Code*, a review body may take the following actions (or recommend the following actions):

1. Approve the application.
2. Approve the application with conditions or modifications to lessen or mitigate a potential impact from the proposed application.
3. Deny the application.
4. Continue the application to allow further analysis. The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

EFFECT OF DECISION

Zoning Map Amendment (Rezoning) – Amendments to the official zoning map (rezoning) shall be approved by the Governing Body in the form of an ordinance. Approved changes shall be indicated on the official zoning map by the Director within 30 days following such action.

Preliminary Development Plan – Approval of a preliminary development plan shall constitute acceptance of the overall planning concepts and development parameters. In reviewing and approving a preliminary development plan, the Planning Commission may recommend or the Governing Body may require conditions that must be met before an applicant submits a final development plan. An approved preliminary development plan shall lapse and be of no further force and effect if a final development plan (or a final development plan for a designated phase of the preliminary development plan) has not been approved within two years of the date of approval of the preliminary development plan.

ATTACHMENTS

I. Rezoning Application
II. Public hearing mailed notice letters
III. Preliminary Development Plan

RECOMMENDATION

Staff recommends approval of the rezoning and associated preliminary development plan with motion below.

Recommended Motion:

After review of applications Z-21-04 and PDP-21-02, a rezoning from RUR (Rural, Agricultural uses and single family dwellings District) to RP-2 (Planned Two Family Residential District) and associated preliminary development plan dated June 7, 2021, and staff report dated July 26, 2021, for Cypress Creek, Tax Id 2F221423-1001, located between 167th Street and Madison Road just north of Gardner Edgerton High School, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. Approval of a transportation impact study and stormwater management plan by the City of Gardner Public Works Department;
2. Dedication of a 30' wide trail easement on the final plat to the City of Gardner that corresponds to the City of Gardner Parks Master Plans; and
3. Revise the landscape plan to promote diverse tree plantings.

PLANNING COMMISSION STAFF REPORT **REGULAR ITEM NO. 2C**
MEETING DATE: JULY 26, 2021
PREPARED BY: ROBERT CASE, PLANNER

PROJECT NUMBER / TITLE: PP-21-04 for Cypress Creek Subdivision

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PROCESS INFORMATION

Type of Request: Preliminary Plat
Date Received: June 7, 2021

APPLICATION INFORMATION

Applicant: Harold Phelps, Phelps Engineering, Inc.
Owner: Beverly Burgdorfer Revocable Trust
Parcel ID: 2F221423-1001
Location: The East 100 acres of the Northwest Quarter of Section 23, Township 14, Range 22; containing approximately 98.59 acres between 167th Street and Madison Road just north of Gardner Edgerton High School.

REQUESTED ACTION

The applicant is requesting approval of a preliminary plat for Cypress Creek, a single-family subdivision containing approximately 98.59 acres.

EXISTING ZONING AND LAND USE

Currently the property is zoned RUR (Single-Family Residential) District and is undeveloped agricultural land.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
A (Agricultural) District	Vacant property
East of subject property	
R-1 (Residential) District	Single-Family Residential
South of subject property	
R-1 (Single-Family Residential) District	Gardner Edgerton High School
West of subject property	
R-1 (Residential) District	Single Family Residential

EXISTING CONDITIONS

Currently the subject property is vacant agricultural land. The property is bound on the north by 167th Street and on the south by Madison Street. Properties located directly to the east and west are single-family subdivisions.

BACKGROUND / HISTORY

The site for the proposed development was annexed into the City of Gardner on June 22 2021 (Ordinance No. 2708). Currently, the property is not in use. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings).

CONSISTENCY WITH COMPREHENSIVE PLAN

The *City of Gardner 2014 Comprehensive Plan* identifies this parcel for low-density residential future land use, described as "areas primarily consist of detached single-family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in character with typical single-family homes. These "New Residential Growth Areas" include undeveloped land that provides a "clean slate" for future residential development. The Comprehensive Plan addresses these growth areas as having three major components that help to ensure the community's goals of providing high quality neighborhoods that satisfy demand for a broad type of housing. These goals are; neighborhood character, connectivity, open space

preservation, and conservation design. The design and layout the applicant is proposing is consistent with the goals of the Comprehensive Plan.

STAFF ANALYSIS - PRELIMINARY PLAT

17.03.020 (D1) Review Criteria:

1. The application is in accordance with the Comprehensive Plan and in particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles and concepts of the plan.

Staff Comment*: The application is in accordance with the Comprehensive Plan with regard to the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles of the plan. The applicant is proposing a preliminary plat for 289 lots and 8 tracts, with a linear park/trail, and right-of-way dedication on approximately 98.59 acres. Properties directly adjacent to the development are primarily single-family residential. The Comprehensive Plan also calls for plans in the "New Residential Growth" areas to implement a sidewalk/trail infill program that includes pedestrian through-access, connecting residential subdivisions through footpaths and trails. This subdivision will provide cross connectivity with the Madison Reserve and Fountain Gate neighborhoods to the east and west.*

2. Compliance with the requirements of this Land Development Code, and in particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

Staff Comment: *The plat meets the site design standards regarding lot size minimum, block length, cul-de-sac length, and easements. The plan complies with the requirements of the Gardner Land Development Code in that the blocks and lots proposed can meet all development and site design standards. The development is proposed to be a Detached House - Neighborhood building type for single-family residential with a Suburban Yard frontage design type.*

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

Staff Comment*: The developer has not proposed a phasing plan.*

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.

Staff Comment*: The Stormwater Plans and Transportation Impact study have not yet been approved. This will be a condition of approval.*

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

Staff Comment*: This plat application will not deter any existing or future development on adjacent property. The adjacent property is mainly developed with single-family residential which is what is planned for this property and is consistent with the comprehensive plan.*

6. The design does not impede the construction of anticipated or planned future public infrastructure within the area.

Staff Comment*: This application does not impede the construction of planned or future public infrastructure. This project will connect stub street to adjacent subdivisions and will provide ample pedestrian access to the incomplete streets in the area and provide more options for people to access 167th and Madison Street.*

7. The recommendations of professional staff, or any other public entity asked to officially review the plat.

Staff Comment*: Staff recommends approval of the preliminary plat of Cypress Creek with conditions outlined below.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

ELECTRIC – Electric is currently along all sides of this site.

SANITARY SEWER – The subject property is within the Gardner sanitary sewer service area. Sanitary sewer service will be extended throughout the subdivision by a gravity system.

Staff Comment: *Electrical, water, or sanitary sewer infrastructure are adjacent to the site, the developer will be required to extend the services to all lots. City Electric is working on getting power transferred over from Evergy.*

STORM WATER
The Stormwater Management Plan has not been revised based on the request of the Public Works Department. This will be a condition of approval.

ROADWAY NETWORK; VEHICULAR ACCESS; SIDEWALKS
Internal road networks within the subject property will connect to 167th Street to the north and with Madison Street to the south, and a total of three stub streets to the east and west.

ACTIONS

Per Section 17.03.010 (G) of the *Gardner Land Development Code*, a review body may take the following actions (or recommend the following actions):

1. Approve the application.
2. Approve the application with conditions or modifications to lessen or mitigate a potential impact from the proposed application.
3. Deny the application.
4. Continue the application to allow further analysis. The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

EFFECT OF DECISION

Preliminary Plat – The approval of the preliminary plat does not constitute an acceptance of the subdivision, but authorizes preparation of the final plat. If the Planning Commission tables a plat, the applicant shall have 60 days to submit information sufficient for approval or the application shall be deemed denied. The applicant may request that a denied preliminary plat be submitted to the Governing Body and the Planning Commission shall submit all information to the Governing Body, which can make a determination consistent with these regulations. The approval of the preliminary plat shall be effective for 18 months, except that any approval of a final plat for any phase specifically indicated on a preliminary plat shall renew the 18-month period. The Planning Commission may grant an extension of this period for up to one year, if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat.

ATTACHMENTS

I. Preliminary Plat
II. Application

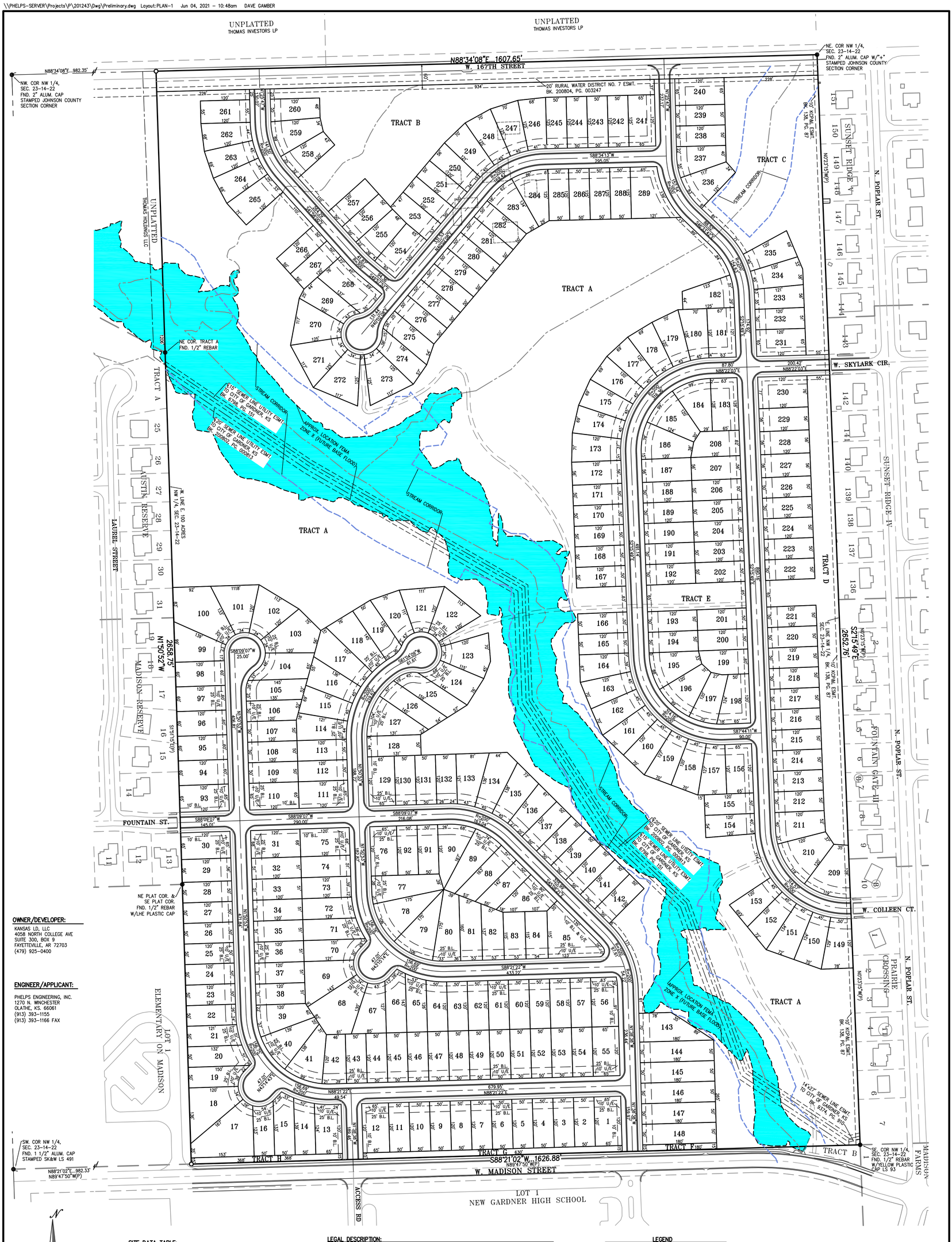
RECOMMENDATION

Staff recommends approval of the preliminary plat for Cypress Creek with the conditions outlined below in the recommended motion section.

Recommended Motion:

After review of case PP-21-04, a preliminary plat for Cypress Creek, Tax Id 2F221423-1001, The East 100 acres of the Northwest Quarter of Section 23, Township 14, Range 22 between 167th Street and Madison Road just north of Gardner Edgerton High School, and preliminary plat dated June 7, and staff report dated July 26, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Approval of rezoning Z-21-04 and preliminary development plan PDP-21-02 for Cypress Creek
2. Approval of a Stormwater Management Plan and Traffic Impact Study by the Public Works Department.
3. On the final plat, provide a 30’ wide trail easement that corresponds to the City of Gardner Parks Master Plan shall be dedicated to the City of Gardner.



OWNER/DEVELOPER:

KANSAS LD, LLC
4058 NORTH COLLEGE AVE
SUITE 300, BOX 9
FAYETTEVILLE, AR 72703
(479) 925-0400

ENGINEER/APPLICANT:

PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KS. 66061
(913) 393-1155
(913) 393-1166 FAX

SITE DATA TABLE:

GROSS AREA	98.5961 ACRES
EXISTING ZONING	COUNTY RUR
PROPOSED ZONING	RP-2
PROPOSED NUMBER OF LOTS (50'x120' MIN.)	289
PROPOSED LAND USE	SINGLE-FAMILY RESIDENTIAL
DENSITY	2.9 LOTS PER ACRE
BUILDING TYPE	HOUSE DETACHED-NEIGHBORHOOD
STREET TYPE	LOCAL-STANDARD 28' WIDE (PARKING ON BOTH SIDES)
FRONT SETBACK/SIDE STREET	25' / 10'
SIDE YARD SETBACK	5'
REAR YARD SETBACK	25'

LEGAL DESCRIPTION:

THE EAST 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14, RANGE 22, IN JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN ROADS.

PROJECT NOTE:

1. THE TOPOGRAPHY WAS SUPPLIED BY A.I.M.S. (AUTOMATED INFORMATION MAPPING SYSTEM) BASED ON NAVD88 DATUM.
2. TRACTS E, F, G AND H AS SHOWN HEREON SHALL BE DEDICATED AS PRIVATE OPEN SPACE, COMMON AREAS AND MAY INCLUDE BUT NOT LIMITED TO LANDSCAPING, FENCING, SUBDIVISION MONUMENTS AND AMENITIES AND WILL BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.
3. TRACTS A, B, C AND D AS SHOWN HEREON SHALL BE DEDICATED AS PRIVATE OPEN SPACE, COMMON AREAS AND MAY INCLUDE BUT NOT LIMITED TO LANDSCAPING, FENCING, SUBDIVISION MONUMENTS, STORM WATER DETENTION AND AMENITIES AND WILL BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.

LEGEND

B.L.	DENOTES BUILDING LINE
U/E	DENOTES UTILITY EASEMENT
L/E	DENOTES LANDSCAPE EASEMENT
	DENOTES EXISTING SIDEWALK
	DENOTES PROPOSED SIDEWALK

NOTE:

A PORTION OF THIS PROPERTY LIES WITHIN ZONE X(FUTURE BASE FLOOD), DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD BASED ON FUTURE CONDITIONS HYDROLOGY. NO BASE FLOOD ELEVATIONS DETERMINED.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0104G, AND DATED AUGUST 3, 2009.

PROJECT NO.	201243
DATE:	5/20/21
DRAWN:	DAG
CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82 ENGINEERING - E-391	
CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128 ENGINEERING-2007005058	

No.	Date	Revisions:	By	App.

SHEET 1 OF 2

PRELIMINARY PLAN

LOT LAYOUT
CYPRESS CREEK
CITY OF GARDNER, JOHNSON COUNTY, KANSAS
30425 W. 167TH STREET/ 2F221423-1001

PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166
www.phelpsengineering.com

PLANNING COMMISION MEETING
City of Gardner, Kansas
Council Chambers
July 26, 2021
7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:06 p.m. on Monday July 26, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ham
Commissioner Hansen
Commissioner Meder
Commissioner McNeer
Commissioner Jueneman
Commissioner Cooper

Staff members present:
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney

CONSENT AGENDA

1. **Approval of the minutes as written for the meeting on June 28, 2021.**

Motion made by Commissioner McNeer to approve the minutes, seconded by Commissioner Meder.

Motion passed 7-0.

REGULAR AGENDA

Item 1. Consider the following for Treadway Apartments

a. **Rezoning**
b. **Site Plan**
c. **Preliminary Plat**
d. **Final Plat**

APPLICANT PRESENTAION

Ryan Adam, Cityscape Residential introduced himself and his partnership with Grata Development. Grata is a Kansas City based development company focused on building intentional communities where families live and thrive. Cityscape is a full service real estate firm with over 25 years of experience in design, construction and management. Grata Development and Cityscape are partnering to build multi-family housing in a premier location to capture the growing workforce demand in the area. Treadway at New Trails will consist of 424 units at the

southeast corner of 175th St. and I-35 providing convenient highway access and amenities currently not found in the market. Competitively priced compared to other Class A projects further north and east with rent targets for studios at $775, 1 bedroom starting at $985 and 2 bedroom starting at $1,166. Community amenities will include a clubhouse that includes work space and private conference rooms, pet spa, media & internet lounge, club room with television/arcade and fitness center. Site amenities will include saltwater pool, bbq grill stations, walking trails, full size bocce ball, pickle ball, dog park, package locker system, car washing station and Frisbee golf course.
An administrative adjustment is requested to revise the plans to show a 6' 4" sidewalks along any parking with vehicle overhangs. They ask the City to support this request so there is not parking issue for the fire department and they would also like to utilize a planting bed to break up the facades of the building for aesthetic purposes. By utilizing a 6' 4" sidewalk they are able to provide the necessary passages to meet ADA requirements of a 4' passage while contemplating a 2' overhang for the front of vehicles.

PUBLIC HEARING

Steve Clary, 24850 W. 190th St expressed his concern about the infrastructure specifically internet service being overwhelmed as he already has poor service with Century Link. Additionally he voiced the fact a very large development would create more traffic than 175th current 2 lane road is able to accommodate.

Ryan Adams stated that the conversations have already begun with Century Link to obtain better service in the area.

STAFF PRESENTATION

Mr. Robert Case presented the information in the staff report for Treadway Apartments 1a & 1b. The rezoning petition is for a 2.12 acre expansion of a rezoning for a multi-family development that was presented in April. The rezoning request is also coupled with a site plan for a total of 424 apartment units. This site is part of the overall mixed use development called Prairie Trace a 260 plus acre development located at the southeast intersection of 175 th Street and Interstate 35. Mr. Case stated that staff found the overall plan is compatible and in character with the neighborhood and the zoning will not detrimentally affect nearby property. The uses will not adversely affect the capacity or safety of utilities, infrastructure or public services.

In general, the site plan is in compliance with the code, with several items that will be conditions of approval. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan. The petitioner is requesting an administrative adjustment.

COMMISSION DISCUSSION

Commissioner Meder wanted to clarify if the adjustment to sidewalks was for all the buildings.

Mr. Case stated the adjustment will apply to all the sidewalks up against the parking space in front of the buildings.

Commissioner Jueneman asked if there was any consideration concerning sound due to the proximity of the airport.

Mr. Adams stated the building standards are so high already that the sound does not present issues.

Mr. Knopick reminded the commissioner that the plan goes before the County for consideration as well.

Chairman Boden stated the he would like to see 7ft sidewalks, closer to actual code requirements. Discussion ensued amongst commission members and the consensus was that the sidewalks must meet ADA requirements.

Motion made after review of Application Z-21-03 and SP-21-03, a rezoning for (parcel ID CF231429-1008), and site plan dated June 7, 2021, and staff report dated July 26, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Revise the plans to either show either a 6' 5" wide sidewalks with a kick out at 200' to meet ADA compliance on the sidewalk or a 7' sidewalk along any parking with vehicle overhangs that are backed up to a parking lot curb.**
2. **Revise the plan to show landscaping along the back side of all garages.**
3. **Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.**
4. **Prior to the issuance of a building permit, a final plat shall be approved by the Planning Commission, with rights-of-way and easements accepted by the Governing Body.**

And recommends the Planning Commission forward the recommendation for approval to the Governing Body.

Motion made by Meder and seconded by McNeer.

Motion passes 7-0.

STAFF PRESENTATION

Mr. Case presented the information in staff report for Treadway Apartments 1c & 1d. The application is generally consistent with the Comprehensive Plan and in compliance with the Land Development Code. All technical studies have been submitted and approved. The plat does not deter any existing or future development on adjacent lots.

Motion made after review of Application PP-21-03, a preliminary plat for parcel ID CF231429-1008, and preliminary plat dated June 7, 2021, and staff report dated July 26, 2021, the Planning Commission approves the application as proposed after finding all applicable requirements have been met.

Motion made by McNeer and seconded by Meder.

Motion passes 7-0

The final plat is in substantial compliance with the preliminary plat and the Land Development Code. The request for final platting is consistent with established goals and policies of the City. No adjustments are requested with this plat

After review of Application FP-19-04, a final plat parcel ID CF231429-1008 and final plat dated June 7, 2021, and staff report dated July 26, 2021, the Planning approves the application as proposed, provided the following conditions are met:

1. **Preliminary plat PP-21-03 shall be approved prior to the release of the final plat FP-21-04 for recording.**
2. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.**
3. **The application shall be reviewed and approved by the Johnson County Airport Board and Johnson County Board of County Commissioners prior to the release of the plat for recording.**

And recommends the Governing Body accept dedication of right-of-way and easements.

Motion made by Meder and seconded by McNeer.

Motion passes 7-0.

Item 2. Consider the following for Cypress Creek

a. **Rezoning**
b. **Preliminary Development Plan**
c. **Preliminary Plat**

APPLICANT PRESENTATION

Tim Tucker, Phelps Engineering gave a brief overview of the size of the development and the proposed access streets on Madison and 167th St. There will be a 10ft concrete trail parallel to a stream running north to south.

PUBLIC HEARING

STAFF PRESENTATION

Mr. Case presented the information in staff report 2a &2b for Cypress Creek development. This site was just annexed into the City back in June. It has been undeveloped since at least the 1940's. The proposed rezoning is for RP-2 which is typically a district that would be associated with duplex development but it also allows for single-family detached neighborhood housing. The staff feels that this rezoning and layout is consistent with adjacent development and also allows for more open space than is typically found within a suburban neighborhood. The staff finds the type of housing variety supports on going investment and attraction of new residents while promoting infill residential development. The low density development meets the design requirements and is in character with existing neighborhoods.

The preliminary development plan is in general compliance with the code, with several items that will need to be conditions of approval. The plan reflects acceptable and sound planning and urban design principles with respect to applying the comprehensive plan. It is consistent with character of the neighborhood and supports lower density pattern with more open space and pedestrian connectivity to nearby schools.

COMMISSION DISCUSSION

Commissioner Meder asked for clarification on the proposed RP-2 zoning.

Mr. Knopick explained the current zoning code and in regards to lot size and deviations that would have been required with R-1. Cypress Creek will develop smaller footprint homes on smaller lots. He assured that the development is planned for single family homes only and it would always have to come before Planning Commission again if any substantial changes were proposed.

Commissioner McNeer commended the applicant for bringing more affordable homes to the area. He also asked if the narrow lots are due to the creek and open space presented in the plan.

Mr. Knopick stated it may be a factor but price points are also a driving component.

Commissioner Jueneman inquired if the alignment

Motion made after review of applications Z-21-04 and PDP-21-02, a rezoning from RUR (Rural, Agricultural uses and single family dwellings District) to RP-2 (Planned Two Family Residential District) and associated preliminary development plan dated June 7, 2021, and staff report dated July 26, 2021, for Cypress Creek, Tax Id 2F221423-1001, located between 167th Street and Madison Road just north of Gardner Edgerton High School, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. **Approval of a transportation impact study and stormwater management plan by the City of Gardner Public Works Department;**
2. **Dedication of a 30' wide trail easement on the final plat to the City of Gardner that corresponds to the City of Gardner Parks Master Plans; and**
3. **Revise the landscape plan to promote diverse tree plantings.**

And recommends the Planning Commission forward the recommendation for approval to the Governing Body.

Motion made to adjourn by Ham and seconded by McNeer26.

Motion passes 7-0.

Meeting adjourned at 8:33 p.m.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider a request for a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:
Staff recommends approving a request for a Waiver of the Distance Limitation and for a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park

Background/Description of Item:
Staff is requesting an area to distribute samples of alcohol and cereal malt beverages (CMB) during the event. The Gardner Municipal Code (5.20.040) allows for the consumption of retail alcohol and CMBs at Celebration Park with an off-premises license being required. The Governing Body will need to approve a permit for a special event at Celebration Park pursuant to Chapter 5.20.040 of the City Code.

The distribution of samples of CMBs, wine and spirits will be located at Celebration Park within the fenced baseball complex, and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at all entrances. The hours of operation will be from 7:00 pm to 10:00 pm.

Since the location of the proposed event is within 200 feet of a school, Council must approve a Waiver of the Distance Limitation. Since alcohol is being served in Celebration Park, The Governing Body will need to approve a permit for a special event at Celebration Park pursuant to Chapter 5.20.040 of the City Code.

The waiver will be for October 1, 2021 only with the following restrictions:

- The location as shown on the map as provided.
- Hours of operation: 7:00 pm to 10:00 pm

Attachments:

- Map

Suggested Motion:
Approve a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park

Johnson Co AIMS Map
LEGEND
AIMS Imagery: Current Imagery (2016)
159th St
Waverly Rd
© 2017 Johnson Co. AIMS - aims.jocogov.org
AIMS

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: AUGUST 16, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Allied Power Group for repair and improvement work on the Gas Turbine cooling system

Strategic Priority: Infrastructure and Asset Management

Department: Utility Department – Electric Generation Division

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Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Allied Power Group for repair and improvement work on the Gas Turbine cooling system at Electric Generation.

Background/Description of Item:
The City is planning a control systems upgrade as a CIP project in 2022. Prior to the start of the project, the cooling system on the gas turbines requires necessary repairs. The cooling system on the gas turbine is used to cool the oil that lubricates bearings and gearboxes. The oil is cooled via a shell and tube heat exchanger that has cooling water on the tube side and oil on the shell side. Over time, the tubes get deposits that require cleaning. Additionally, the cooling system uses radiators for cooling the water/glycol mixture via fin fan coolers. Staff recommends draining the oil and water from the unit and removing the shell and tube heat exchanger for cleaning, repairs, and testing. The fluids will be replaced to design specifications and the components will be reinstalled.

Once this work is completed, staff anticipates that it will be service with minimal maintenance for the next 10+ years. This project will allow the cooling system to perform at or near its original design condition to facilitate proper operation of the gas turbine units without overheating for the duration of the summer capability and operational tests.

An invitation to bid was published in the *Legal Record*, on the City's website, and picked up by multiple plan rooms. A total of three (3) bids were received and opened on July 23, 2021. The bids received for the Gas Turbine Cooling System project are as follows:

Vendor	Bid Amount
Allied Power Group	$138,720
CDI Industrial	$153,105
MMC Contractors	$224,749

Financial Impact:
Funding for the project is available from the Electric Fund, CIP Project EL1902 and EL2003.

Attachments:
- Bid Tab for Gas Turbine Cooling System
- Allied Power Group Bid Document
- Bid Clarifications from Allied Power Group

Suggested Motion:
Authorize the City Administrator to execute a contract with Allied Power Group for repair and improvement work on the Gas Turbine cooling system in the amount of $138,720.

Bid Tab - GT Cooling System Project

Company	Contact	Price
Allied Power Group	Marty Magby / mmagby@alliedpg.com / 316-303-4201	$138,720
CDI Industrial	Gary Benedict / gbenedict@cdikc.com / 913-915-0729	$153,105
MMC Contractors	Wes Chambers / wchambers@mmccontractors.com / 816-941-5300	$224,749

10131 Mills Road, Houston, TX 77070
Main Office: (281) 444-3535 | Fax: (281) 720-1320

City of Gardner

Frame 5 – Oil Cooler
APG Proposal Number Q21-5233R1

Quote is Valid for 60 days

*This proposal contains information confidential to Allied Power Group (APG) and is prohibited from being released to anyone without prior written consent.

Your Power

10131 Mills Road Houston, Texas 77070
Phone: 281-444-3535
Fax: 281-444-3529
www.alliedpg.com

July 21st , 2021

Quote # 21-5233R1

City of Gardner
Power Plant
1150 E. Santa Fe
Gardner, KS 66030

RE: Gas Turbine Cooling Systems

Mr. Matt Ponzer

Thank you for the opportunity to provide this proposal for the work on you Gas Turbine Cooling Systems

We have provided a response that meets your requested scope. We are also including some options that may reduce your cost or improve the results of this project. .

APG will work with City of Gardner for an agreed upon projected start date.

Terms and conditions would be per the current professional service agreement between APG and City of Gardner.

Contact me with any questions, clarifications or additional information request you may have.

Regards

Marty Magby
VP, Business Development
Allied Power Group
(316)303-4201

10131 Mills Road Houston, Texas 77070
Phone: 281-444-3535
Fax: 281-444-3529
www.alliedpg.com

Pricing

Scope - Reuse Existing Turbine Oil	Price
Removal & Reinstall heat exchangers	$63,000
Oil cooler inspection & testing	$16,200
Drain and filter existing oil back into unit, drain and replace glycol	$55,800
Total	$135,000

Scope - Replace Turbine Oil	Price
Removal & Reinstall heat exchangers	$63,000
Oil cooler inspection & testing	$16,200
Drain, dispose and replace with new turbine oil and glycol	$110,800
Total	$190,000

Additional Optional Scope	Price
Optional Eddy Current testing	$5,500

Pricing Note:

1) Billing schedule: 40% upon shipping coolers to the shop, 40% upon supply and install of replacement oil or filtering existing oil back into unit, 20% upon completion of install of the oil coolers net 30.

2) The performance bond would be an added cost to the above pricing at 2% of the selected scope pricing.

3) Terms and conditions would be per the current professional service agreement between APG and City of Gardner and the attached APG terms.

10131 Mills Road Houston, Texas 77070
Phone: 281-444-3535
Fax: 281-444-3529
www.alliedpg.com

Scope

APPENDIX A – SCOPE OF WORK

Project Site: 1150 E Santa Fe, Gardner K 66030. Gas Turbine 1 and Gas Turbine 2.

Scope Items: (all work associated with these Scope items is to be completed by Contractor)

1. Drain all cooling water and oil from the Gas Turbines and dispose of fluids.
2. Remove shell and tube heat exchanger (one from each Gas Turbine Unit) from the base of the accessory compartment and prepare for shipping. This will require removing some of the sheet metal panels on the exterior wall around the Gas Turbines.
3. Ship heat exchangers to Petro Chem Industries (or City approved equal) to perform the following:
    a. Clean tube bundle by submerging into cleaning tank to remove oil and contamination from tube exteriors.
    b. Hydro-blast tube bundle.
    c. Circulate de-scaling solution through tubes.
    d. Pressure test each tube @ 60 psi for one minute.
    e. Vacuum test tube sheets for roll leaks.
4. Return shipping of heat exchangers from Petro Chem Industries (or City approved equal) testing and repair facility.
5. Re-install heat exchangers into Gas Turbine 1 and Gas Turbine 2 at Gardner facility. Reinstall any of the sheet metal panels that had to be removed on the exterior wall around the Gas Turbines.
6. Add new fluids (oil and cooling water) per requirements in Appendix B and Appendix C.

Oil processing scope

Job Description

- Arrive on site
- Set-up equipment
- Pump the Tank into temporary storage **Reladyne Reliability Service (RRS)** Totes will be used.
    - Customer to remove reservoir access panels
    - Clean tank according to CSE regulations
    - Customer to replace reservoir access panels and provide any gasket material required
- Process oil to spec
    - ISO 4406 Particle Count: 16/14/11 or better
    - Moisture Content: 300 PPM or less
- Offload waste byproduct into customer provided waste containment
    - Dirt
    - Water
    - Filters
- Sign paperwork and collect signatures
- Submit project summary report within 30 days of job completion

From our vast experience in power generation projects we can confidently say that a clean lube oil system, eliminating a significant source of harmful abrasive particulate, will reduce the possibility of unscheduled down-time and loss of production revenue.

10131 Mills Road Houston, Texas 77070
Phone: 281-444-3535
Fax: 281-444-3529
www.alliedpg.com

Division of Responsibilities

Description	APG	CITY OF GARDNER	REMARKS
Provide supervision and labor as required by the scope of work	X		
Provide tool set for the workforce including transportation	X		
Normal expendables	X		Rags, cleaners etc..
Oxygen, acetylene and gas	X		If needed
Trash Containers and disposal service		X	
Pallets and wood for crating & shipping items off site, Cribbing		X	
Potable water	X		
Replacement consumable parts		X	Nuts, bolts, gaskets, seal, etc....
Fire protection equipment/first aid facilities	X	X	
Crane & Operator, Forklift	X		
Draining & refiling lube oil and glycol system	X		
Oil Cooler Repair Services	X		Petro Chem
Welding Machine	X		If needed T&M
Restrooms and Break facilities		X	
Compressed air	X		
Electrician/Instrumentation support		X	
Electrical power including		X	

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2021 APG Non-Union Domestic Rate Schedule

Labor Rates

JOB CLASSIFICATION	STRAIGHT TIME	OVER TIME
Customer Rep/TFA/PM	$190.00	$240.00
Technical Director	$160.00	$220.00
Supervisor	$95.00	$145.00
Project Coordinator	$ 90.00	$135.00
General Foreman	$ 70.00	$100.00
Turbine Mechanic	$ 60.00	$ 80.00
Specialty Technician	$130.00	$180.00
Welder	$ 90.00	$120.00

Tooling and Rental Equipment

EQUIPMENT	DAILY	CONSUMABLES	FREIGHT
Major Set (Steam/Gas)	$1,000	$250/day	
HGP Tool Set	$ 750	$250/day	
Blade Ring Rolling Equip.	$ 500		Cost +15%
CI Tool Set/Minor	$ 500	$250/day	
Generator Tool Set	$1,000		
Company Truck	$ 150	Fuel cost +15%	

NOTES

1. Straight time shall be eight (8) hours per day, Monday through Friday except on federal holidays. All other time will be billed at Over Time rates.
2. Minimum billable hours Monday – Friday are 8-hrs/day not including federal holidays. Stand by time will be billed at straight time for holidays and weekends if employees are expected to be available for call in.
3. Travel time will be billed at straight time for all non-local resources.
4. Per Diem will be billed at applicable GSA rate and will be charged every day, including travel until individual is released from the job site.
5. All other travel expense, purchased materials, subcontracted services, and shipping shall be charged at cost + 15%.
6. Personal auto usage will be billed at $.60 per mile
7. Tool rental charges start when the tools are off loaded at site and apply until tools are shipped from site.
8. Consumable charges will be billed for each day labor is billed to project.
9. Sub contracted services and engineered parts will be quoted on a case by case basis.

10131 Mills Road Houston, Texas 77070
Phone: 281-444-3535
Fax: 281-444-3529
www.alliedpg.com

TERMS AND CONDITIONS
(Field Service)

1) **Applicability.** The provision by Allied Power Group (the "Seller") of any on-site services (including, without limitation, opening, closing, removing parts, coating, repairing or other processing services) or any consulting services (including, without limitation, operation, outage planning, maintenance, technical direction and supervisory services) (the "Services") to the buyer ("you" or the "Buyer") identified on the quotation (the "Quotation") attached to these terms and conditions (these "Terms"), is expressly conditioned upon the terms and conditions set forth herein. Your issuance of a Purchase Order, Work Order, or acceptance of any Services described herein shall constitute assent to the Terms. The Quotation and these Terms (the "Agreement") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2) *Limited Warranty.*

a) Seller warrants that at the time of delivery the Services supplied under this Agreement will meet prudent industry practices
for such Services in effect at that time or such other specifications as have been expressly agreed upon with Buyer and referenced on the face of this Agreement in writing.

3) *Limitation of Liability.*

a) **SELLER GIVES NO WARRANTY, REPRESENTATION OR OTHER GUARANTEE THAT THE CONTENTS OF ANY DOCUMENTATION**
PROVIDED OR VERBALLY COMMUNICATED STATEMENT TO BUYER (INCLUDING, BUT NOT LIMITED TO, REPORTS, MANUALS, AND PLANNING DOCUMENTS) (THE "DOCUMENTS") ARE ACCURATE, UP-TO-DATE OR COMPLETE, OR THAT THE DOCUMENTS ARE WITHOUT DEFECT OR ERROR. BUYER ACKNOWLEDGES AND AGREES THAT THE DOCUMENTS ARE PROVIDED ON AN "AS IS" BASIS AND THAT SELLER SHALL NOT BE LIABLE TO THE BUYER NOR TO ANY OTHER PARTY FOR ANY INACCURACIES, ERRORS, OR OMISSIONS CONTAINED IN THE DOCUMENTS NOR FOR ANY LOSS OR DAMAGE WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, SUFFERED BY THE BUYER OR ANY OTHERPARTY, WHETHER OR NOT THE BUYER OR THE OTHER PERSON RELIED ON ANY INFORMATION, STATEMENTS OF FACT OR EXPRESSIONS OF OPINION CONTAINED IN THE DOCUMENTS.

b) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED**
OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

c) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO SELLER FOR THE SERVICES PROVIDED HEREUNDER.**

d) **THE LIMITATION OF LIABILITY SET FORTH IN SECTION 3(C) ABOVE SHALL NOT APPLY TO LIABILITY FROM SELLER'S GROSS**
NEGLIGENCE OR WILLFUL
MISCONDUCT.

4) **Customer Responsibilities.**

a) **Compliance with Law.** Buyer and Seller shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain
in effect all of the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

b) **Safety.** For any Services provided at Buyer's facility or facilities associated with Buyer (each, a "Worksite"), Buyer shall be responsible to provide and maintain a safe Worksite. Subject to Section 4(c), Seller will comply with all of Buyer's safety requirements while at a Worksite. Any failure to provide or maintain a safe Worksite as provided under this Section 4(b) shall be deemed negligence by the Buyer, and shall permit Seller to make a claim for indemnification under Section 6 for any claims that arise out of such unsafe worksite. Buyer shall be responsible for

10131 Mills Road Houston, Texas 77070
Phone: 281-444-3535
Fax: 281-444-3529
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all safety briefings.

c) **Suspension of Work.** If Seller, in its sole discretion, reasonably determines that Buyer has breached its obligation to provide
and maintain a safe Worksite under Section 4(b), Seller shall be entitled, upon oral or written notice to the Buyer, to immediately vacate the Worksite. Seller shall not be obligated to return to the Worksite until Seller, in its sole discretion, receives assurances from Buyer that any unsafe condition no longer exists at the Worksite. Seller shall have the right to inspect the Worksite prior to resuming Services. Seller shall not be liable for delays in performance or for non-performance due to Buyer's failure to maintain a safe Worksite, as determined solely by Seller. If there is a suspension of work under this Section 4(c), Seller may, at its sole option, invoice Buyer for Services provided to date through the suspension of work and Buyer shall be obligated to pay pursuant to the terms of Section 5. Buyer shall be required to pay any and all costs associated with the suspension of work including, but not limited to, demobilization costs, stand by time, remobilization costs, subcontractor delay costs, and subcontractor termination fees.

5) *Payment.*

a) **Price / Hourly Rates**. Buyer shall purchase Services from Seller at either the price ("the Price") or the hourly rate amount (the "Hourly Rate") set forth on the Quotation and in force as of the date of this Agreement, unless such Services are not scheduled to take place within ninety (90) days from the date of this Agreement. Any remaining Services shall be subject to the prices or hourly rates, as applicable, in effect at the time of providing the Services, as if the prices or hourly rates, as applicable, were originally inserted herein, or were in effect as of the date hereof.

b) **Hourly Rates, Delays and Travel.** Buyer shall be responsible for paying the applicable hourly rate for all time related to the
provision of Services as indicated on an invoice. Such time shall include any unexpected, unanticipated or extra time beyond the time originally estimated, as well as any stand-by time for delays, regardless of the cause of the delay, as well as any travel time to and from the work site ("Travel Time"). In addition to the payment for Travel Time, Buyer shall be responsible for payment to Seller for the cost of travel ("Cost of Travel"), which shall be included in the invoice. Cost of Travel shall be determined by computing the actual cost of travel, taking into account gas prices and miles traveled and multiplying it by 115% in addition to any standard costs associated with the travel time of the personnel performing the Services.

c) **Tax.** All Prices and Hourly Rates are exclusive of sales, use and excise taxes, and any other similar taxes, duties and charges of
any kind imposed by any federal, state or local government or administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency, on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

d) **Payment Terms.** Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice.
Buyer shall make payments hereunder in U.S. dollars by wire transfer, check or other agreed upon means. Buyer shall pay
interest on all late payments at the greater of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the provision of Services if Buyer fails to pay any amounts when due hereunder and such failure continues following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

6) **Indemnity**. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its affiliates and subcontractors of any tier, and the directors, officers, employees and agents of each, from and against any claim, demand, action, fine, penalty, liability, judgment, loss, damage, injury, cost and expense (including reasonable attorneys' fees) resulting from (a) injury or death of any person; or (b) damage to or loss of destruction of any real or tangible personal property, to the extent such claims are caused by the negligence or intentional misconduct of the Indemnifying Party.

7) **Insurance**. During the terms of this Agreement, Seller shall, at its own expense, maintain and carry all necessary

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Phone: 281-444-3535
Fax: 281-444-3529
www.alliedpg.com

insurance in full force and effect (the "Coverage"). Upon Buyer's request, Seller shall provide Buyer a certificate of insurance from Seller's insurer evidencing such Coverage. Buyer hereby agrees and acknowledges that Seller's Coverage represents a sufficient amount of Coverage taking into account all risks relating to the Services.

8) **Termination**. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

9) *General.*

a) **Amendment and Modification**. These Terms may only be amended or modified in a writing which specifically states that it
amends these Terms and is signed by an authorized representative of
each party.

b) **Waiver**. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and
signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise of any other right, remedy, power or privilege.

c) **Subcontractors**. Seller shall have the right to use an agent or subcontractor (the "Subcontractor") to perform any of its
obligations hereunder. The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of liability and limited warranty, shall extend to Seller and to its affiliates, subsidiaries, related companies or Subcontractors performing or supplying Services or articles under this Agreement or any agreement which is incorporated by reference. Notwithstanding anything herein to the contrary, if Seller provides any Services to Buyer through a Subcontractor, Seller shall pass, to the extent possible, any and all warranties related to the Services from Subcontractor to Buyer.

d) **Assignment**. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior

GARDNER KANSAS

BID FORM

Cooling System Project

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

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

BIDDING COMPANY: Allied Power Group, LLC

Description	TOTAL PRICE
Removal and Reinstall of heat exchangers (including shipping costs to testing/repair facility).	$ 63,000
Work Performed at Petro Chem Industries (or City approved equal testing/repair facility)	$ 16,200
Draining, disposing of old, and replacing with new cooling water and lube oil.	$ 110,800
COMBINED TOTAL PRICE >>>>	$ 190,000

TOTAL BID: $ One Hundred Ninety Thousand

1. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

2. The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.

3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.

5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Gardner's claims policy and approved by the Utilities Department Director, all as provided in the Contract Documents.

6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

Gas Turbine Cooling System Bid Package

Dated this 20th day of July, 2021.

Allied Power Group, LLC
[Contractor]

By: Marty Magby *Marty Magby*

VP, Business Development
Title

10131 Mills Rd
Address

Houston, TX 77070
City, State, Zip

(316)303-4201
Telephone Number

mmagby@alliedpg.com
E-Mail [if available]

N/A
Facsimile Number [if available]

GARDNER KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

Gas Turbine Cooling System

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

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

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

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

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

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

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

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

DATE: 7/20/21

Contractor

By: Marty Magby
Signature

VP,Buisness Development
(Official Title of Signer)

GARDNER
KANSAS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Gas Turbine Cooling System

STATE OF Texas)
COUNTY OF Harris)

Marty Magby, being first duly sworn deposes and says that:

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

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

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

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

Title: VP of Business Development

Bidder: Allied Power Group

Subscribed and sworn to before me this 20th day of July, 2021.

Correne Blanchard
(Signature of Notary Public)

(seal, if any)

NOTARY PUBLIC STATE OF TEXAS
Correne Blanchard
My Commission Expires
06/05/2023
ID No. 132040343

My commission expires: 6-5-2023

GARDNER KANSAS

BIDDER'S QUALIFICATION STATEMENT

Gas Turbine Cooling System

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

   Name: Allied Power Group, LLC

   Address: 10131 Mills Rd, Houston,TX 77070

   Phone/Fax/Email: (316)303-4201

2. Years in business 16

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

   Tool Set

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

   i. Name of Client: Olaf Barth, Dominion Date of Project: 2009-Present

   Contact Person: Olaf Barth Phone: (804) 273-2040

   Description of Project: Multiple Frame 5 Project from Minors to Majors

   ii. Name of Client: National Grid Date of Project: 2009 to Present

   Contact Person: Matt Marsicano Phone: (631)5061854

   Description of Project: Multiple Frame 5 Project from Minors to Majors

   iii. Name of Client: Madison Gas & Electric Date of Project: Current

   Contact Person: Dan Higgins Phone: (608)712-1611

   Description of Project: Major Inspection on 2 Frame 5 Units

GARDNER KANSAS

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

Role:	Names:	Years experience:
Project Manager:	Rodger Howell	30
Superintendent:		
Foreman:	Jeremy Wartham	14
Other Personnel:	Mechanics TBD	

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

Subcontractor	Address	Phone #	Type/Scope of Work
Petro-Chem Industries	Chicago, IL	(630)542-1209	Oil Cooler Insp/Repair
RelaDyne	Canton, OH	(330)478-6996	Oil supply/filter

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

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

Authorized Signature: Marty Magby (Title) Date: 7.20.2021

Subscribed and sworn to before me this 20th day of July, 2021 by _____.

Correne Blanchard
(Signature of Notary Public)

(seal, if any)

My commission expires: 6.5.2023

NOTARY PUBLIC STATE OF TEXAS
Correne Blanchard
My Commission Expires
06/06/2023
ID No 13[illegible]343

GARDNER KANSAS

BID BOND

Gas Turbine Cooling System

KNOW ALL MEN BY THESE PRESENTS, that Allied Power Group, LLC as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid Dollars ($ 5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Gas Turbine Cooling System

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

Signed and sealed this/her 23rd day of July, 2021.

Allied Power Group, LLC

[SEAL] [Contractor/Principal]

[Title]

ATTEST:

[Secretary]

Philadelphia Indemnity Insurance Company

[Surety Company]

[SEAL]

By: Vickie Lacy [Attorney-in-fact]

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Joseph R. Aulbert, Marc W. Boots, Ashley Koletar, Vickie Lacy, Richard Covington, Ryan Varela and/or Maria D. Zuniga of McGriff Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of July, 20 21.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Document: **Bid Clarifications**
Project: Gas Turbine Cooling System
Date: 7/23/2021
Bidder: Allied Power Group

Item #	Spec/Bid Section	Question/Comment	Response	
1	Pricing Note	Regarding the Performance Bond. If the option to reuse existing turbine oil is selected, confirm the we would add 2% to the price of $135,000 to make the Total bid price $137,700. (if any price adders from the subsequent clarifications raise the $135,000 price then the 2% will be added to the newer, increased total price)	The performance bond cost would be 2% of the original scope amount. So if the awarded scope is $135,000 the bonding would cost $2,700. Typically once a performance bond is in-place the bond amount is not adjusted based on scope changes. So as long as we do not need to change the bond amount then there would not be any additional charges for bonding needed.	** $2,720 was added to the APG price in the bid tab to include the performance bond. ($136,000 x 2%)
2	Scope of Work	The bid states that Customer (City of Gardner) will remove reservoir access panels, then replace reservoir access panels and provide any gasket material required. Please provide a price adder to include that work in your scope. The gasket can be replaced with an equivalent gasket for the application and does not need to be the exact same material.	This is included in APG scope. I cut and pasted our vendor quote into the document. So in that scope section where it references customer that would be the relation between the vendor and APG.	
3	Scope of Work	The bid mentions "Offload waste product into customer provided waste containment. Please confirm that "waste" does not include oil. We can get rid of dirt, water, trash and things of those nature but any waste oil would need to be disposed of by Contractor.	The waste oil disposal is included in our price.	
4	Division of Responsibility	In the DOR table it says City of Gardner is responsible for trash containers and disposal services. Confirm that disposal services does not include disposal of any waste oil.	The waste oil disposal is included in our price.	
5	Division of Responsibility	In the DOR table it says City of Gardner is responsible for providing pallets and wood for crating & shipping items off site, cribbing. Please provide a price adder for Contractor to provide these materials.	Please add $500 to the bid to cover any needed lumber supplies to support this.	** $500 was added to APG price in the bid tab to cover this.
6	Division of Responsibility	In the DOR table it says City of Gardner is responsible for Replacement consumable parts (nuts, bolts, gaskets, seal, etc). Please include a price adder for Contractor to provide any needed nuts, bolts, gaskets, seals, etc. Any gaskets needed can be replaced with an equivalent gasket for the application and does not need to be the exact same material.	Please add $500 to the bid to cover any nuts, bolts and gaskets for the base scope.	** $500 was added to APG price in the bid tab to cover this.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: AUGUST 16, 2021

STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider adopting an ordinance establishing the date and time limitations for the discharge of fireworks within the City of Gardner

Strategic Priority: Maintain Quality of Life

Department: Administration

Staff Recommendation:
Staff recommends adopting an ordinance establishing the dates and time limitations for the legal discharge of fireworks within the City limits of Gardner.

Background/Description of Item:
Ordinance 2626, adopted October 21, 2019, established July 3rd – July 5th from 10:00 AM – 11:00 PM as the dates and times when the discharge of fireworks is allowed within the City of Gardner for the observance of Independence Day.

At the July 6th, 2021 Gardner City Council meeting the Governing Body requested that staff conduct a survey to obtain feedback on multiple questions relating to fireworks, including dates and times allowed for discharge.

At the August 2, 2021 Gardner City Council meeting staff presented the findings from the survey to the Governing Body. Based on the results of the survey, consensus was provided to draft an ordinance changing the dates and times when the discharge of fireworks is allowed within the City of Gardner for the observance of Independence Day to July 2nd, July 3rd, and July 4th from 10:00 AM – 11:00 PM. These dates and times will remain consistent each year.

Consensus was also provided to add December 31 from 11:30 PM – 12:00 AM and January 1 from 12:00 AM – 12:30 AM as dates and times when the discharge of fireworks is allowed within the City of Gardner for the observance of New Year's Eve.

Financial Impact:
None

Attachments included:
- Ordinance No. 2716

Suggested Motion:
Adopt Ordinance 2716, an ordinance of the City of Gardner, Kansas, amending Section 9.05.030 of the Gardner Municipal Code relating to the discharge of fireworks.

ORDINANCE NO. 2716

AN ORDINANCE OF THE CITY OF GARDNER, KANSAS, AMENDING SECTION 9.05.030 OF THE GARDNER MUNICIPAL CODE RELATING TO THE DISCHARGE OF FIREWORKS.

WHEREAS, the City of Gardner, Kansas, desires to establish set dates and time limitations for the legal discharge of fireworks within the City limits of Gardner for the observance of Independence Day holiday;

WHEREAS, the Governing Body recognizes and has taken into consideration when establishing the dates and times that the discharge of fireworks will be allowed within the City limits of Gardner and that many Gardner residents will gather with friends and family to celebrate the holiday and will desire to discharge fireworks during those gatherings;

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

SECTION ONE: Section 9.05.030, 10.30 B(1)(a) is amended to read as follows:

a. Date and Time Limitations: The use of consumer fireworks shall be allowed only during the following dates and times:
    i. July 2nd, 3rd, and 4th from 10:00 AM – 11:00 PM.
    ii. December 31 from 11:30 PM – 12:00 AM
    iii. January 1 from 12:00 AM – 12:30 AM

SECTION TWO: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION THREE: That this Ordinance shall take effect and be in force after its passage by the City Council and publication in the official City Newspaper.

PASSED by the City Council on this 16th day of August, 2021.

SIGNED by the Mayor on this 16th day of August, 2021.

{SEAL}

_____
Mayor Steve Shute

ATTEST:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

City of Gardner, KS

Council Actions

August 16, 2021

The City Council took the following actions at the August 16, 2021, meeting:

1. Held a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the distribution of cereal malt beverage, wine, and spirits samples within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park.
2. Approved the minutes as written for the regular meeting on August 2, 2021. (Passed unanimously)
3. Approved City expenditures prepared July 30, 2021 in the amount of $431,228.63; and August 6, 2021 in the amount of $316,714.12. (Passed unanimously)
4. Authorized the City Administrator to accept a quit claim deed from Prairiebrooke Development Company, L.P. and authorize the purchase of Tract "A" within Prairiebrooke for $10.00 following the successful title commitment review and approval of the City Attorney. (Passed unanimously)
5. Authorized the City Administrator to execute an agreement with Automated Merchant Systems, Inc. (AMS) for credit card processing services for the Utility Billing Division's integrated voice response system (IVR). (Passed unanimously)
6. Accepted the dedication of right-of-way and easements for the Waverly, US-56 to Fountain Project. (Passed unanimously)
7. Authorized the City Administrator to enter into an agreement with Go Full Cloud for Office 365 licensing in the amount of $25,344.00. (Passed unanimously)
8. Reappointed David Gleiter and Jerry Fifield to serve on the Airport Advisory Board with terms expiring January 2024. (Passed unanimously)
9. Authorized the Mayor to sign a right-of-way maintenance agreement for the Prairie Trace Estates development project. (Passed unanimously)
10. Accepted the permanent easement dedication documents for the Prairie Trace Sanitary Sewer Improvements project. (Passed unanimously)
11. Authorized the City Administrator to execute an amendment to the current engineering services contract with George Butler and Associates (GBA) for the West Prairie Trace Sanitary Sewer Improvements in an amount not to exceed $89,454. (Passed unanimously)
12. Appointed Matt Ponzer as Alternate Director with voting rights on the Kansas Municipal Gas Agency Board of Directors for two year terms expiring on August 31, 2023. (Passed unanimously)
13. Authorized the Mayor to execute a Water and Development Agreement between Conestoga Expansion, LLC and the City of Gardner. (Passed unanimously)
14. Accepted the recommendation of the Planning Commission and approve Ordinance No. 2714, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas. (Passed unanimously)
15. Accepted the recommendation of the Planning Commission and approve Ordinance No. 2715, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas. (Passed unanimously)
16. Approved a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Grand Slam Craft Beer, Wine and Spirits Fest to be held October 1, 2021 at Celebration Park. (Passed unanimously)
17. Authorized the City Administrator to execute a contract with Allied Power Group for repair and improvement work on the Gas Turbine cooling system in the amount of $138,720. (Passed 4-0-1 Absent)
18. Adopted Ordinance 2716, an ordinance of the City of Gardner, Kansas, amending Section 9.05.030 of the Gardner Municipal Code relating to the discharge of fireworks, as amended. (Passed unanimously)