AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 1, 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 March 1, 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

1. Proclaim the week of March 7-March 13, 2021 as Heroes Week in the City of Gardner, Kansas
2. I-35 and Gardner Road Interchange Project
3. 2020 End of Year Financial Report

PUBLIC HEARINGS

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on February 15, 2021
2. Standing approval of City expenditures prepared February 12, 2021 in the amount of $1,633,575.86; and February 19, 2021 in the amount of $580,011.02
3. Consider authorizing the execution of a contract with Enright Lawns for annual mowing of Parks and Recreation areas
4. Consider accepting the dedication of right-of-way easement on Main Street
5. Consider accepting the dedication of right-of-way easements for the I-35 and Gardner Road Interchange Project
6. Consider authorizing the execution of a supplemental agreement with the Kansas Department of Transportation to construct improvements for the I-35 and Gardner Road project
7. Consider authorizing the execution of an agreement with BHC Rhodes to provide engineering services to update the City's Technical Specifications
8. Consider authorizing the execution of an agreement with the Kansas Governor's Grant Program for the Services/Training/Officers/Prosecutors Violence Against Women Act (S.T.O.P. VAWA) Grant

PLANNING AND ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements and approving FP-20-02, a corrective final plat for Prairie Trace Meadows 1st Plat

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider selecting a Vice-President of the Council
2. Consider adopting a resolution authorizing the City to construct certain main trafficways and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof
3. Consider approval of the 2021 State Legislative Agenda

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT

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

PROCLAMATION

WHEREAS, the City of Gardner, like other communities across this great nation, has dealt with and continues to endure the impact of COVID-19; and

WHEREAS, many of us have either been infected or known someone who has been infected with COVID-19; and

WHEREAS, individuals, corporations and organizations have provided humanitarian assistance to ease the pain and burden of people and families due to COVID-19, including staffing, drive-through food banks, rent and mortgage assistance, aiding their neighbors and more; and

WHEREAS, health care professionals, educators, grocery store employees, restaurant staff, delivery drivers, police officers, firefighters, paramedics, public works, parks and recreation, and community services public servants and so many others have worked continuously, and have taken extraordinary steps to ensure the health and safety of the entire community and provide essential services; and

WHEREAS, our community is built upon those who have made this city resilient, and

WHEREAS, I wish I could personally meet and greet each and every one of you and express my appreciation to those who have made such a positive impact on the City of Gardner during this historic pandemic; and

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim the week of March 7 through March 13, 2021 as

Heroes Week

in the City of Gardner, and urge all citizens to take time and thank those for their selfless commitment and determination to comfort, serve, and ensure our wellbeing.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 1st day of March 2021.

CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

(SEAL)

Attest:

_____

Sharon Rose, City Clerk

COUNCIL DISCUSSION FORM — PRESENTATION ITEM NO. 2

MEETING DATE: MARCH 1, 2021

STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: I-35 and Gardner Road Interchange Project

Strategic Priority: Infrastructure and Asset Management

Department: Public Works

Background/Description of Item:

In February of 2019, the City obtained $6,000,000 in KDOT funds through the Mid America Regional Council (MARC) to replace the existing Gardner Road bridge over I-35. The project is intended to be the second phase toward complete reconstruction of the Gardner Road and I-35 interchange. KDOT took over the design of the project in June of 2019 and hired HDR to perform preliminary design of the future diverging diamond interchange along with final design of the bridge replacement. In addition, KDOT plans to use the preliminary interchange design as a means to acquire and preserve the right-of-way necessary to construct the interchange in the future.

The purpose of this presentation is to provide Council with a summary of the design process to date, and to give an update on the remaining schedule and anticipated costs related to the bridge replacement project.

35-46 KA-5060-01
Gardner Road DDI

March 1, 2021

Project Background

- Existing Gardner Road Bridge over I-35
  - Built in 1959
  - 2 lanes with no shoulders
  - KDOT replaced bridge rail and performed deck repairs in 2008
  - Condition suggests repairs or replacement would be needed in the future

- Existing Gardner Road interchange
  - Built in 1959
  - No turn lanes on ramps and Gardner Road
  - Experiencing backup and congestion during rush hours

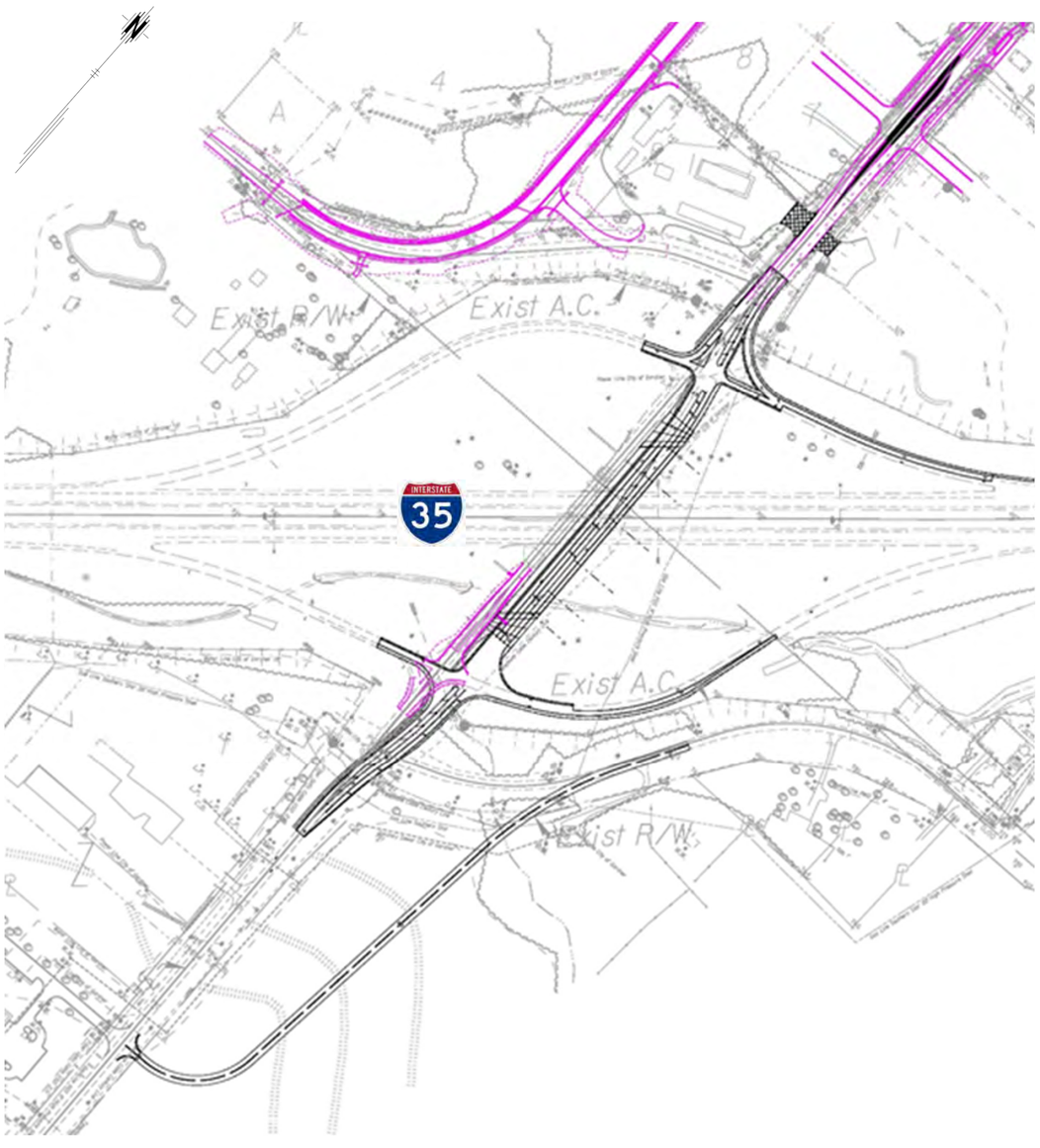
Project Background

- City applied for MARC funding to replace bridge
  - MARC awarded $6 M towards construction (Feb 2019)
  - KDOT agreed to participate in the preliminary engineering (Jun 2019)
  - Selected HDR to perform the design (Dec 2019)

Project Schedule

▪ Concept Study	Oct 2020 (Substantial Completion)
▪ Project Scope Approved	Nov 2020
▪ Preliminary Design	Oct 2020 - Oct 2021
▪ ROW Acquisition	Dec 2021 - Oct 2022
▪ Final Design	Dec 2021 - May 2023
▪ Utility Relocation	Nov 2022 - Nov 2023
▪ Advertisement	Aug 2023
▪ Letting	Sept 2023

Bridge Preservation Project (Interim Improvement)



<u>Key Design Considerations</u>

- Short-Term Congestion Relief (2035)
- Pedestrian Accommodation
- Compatible with Locust Street, Future Interchange and Future I-35 Expansion
- Construction Traffic Impact

<u>Key Features</u>

- Widened Southbound I-35 Off-Ramp
- 4-lane Bridge w/ Pedestrian Facility
- Add turn lanes on Gardner Road
- New Bridge Offset from existing to Reduce Closure Duration

Interchange Improvement Project (Ultimate Improvement)

<u>Key Design Considerations</u>

- Long Term Congestion Relief
- Pedestrian Accommodation
- Compatible with Bridge from the Interim Improvement
- Compatible with Locust Street and Future I-35 Expansion

<u>Key Design Features</u>

- Diverging Diamond Interchange
- Reuse Bridge
- Reduce Traffic impact during Construction

Project Cost Comparison

Interim vs Ultimate

	Interim Bridge Preservation Project	Ultimate Interchange Improvement Project
Construction Cost (FY 24)	$ 12.0 M	$ 31.3 M
Preliminary Engineering	$ 1.2 M	$ 3.1 M
Construction Engineering	$ 1.2 M	$ 3.1 M
ROW	$ 0.8 M	$ 0.8 M
Utility Relocation	$ 2.0 M	$ 2.0 M
Total Cost (FY 24)	$ 17.2 M	$ 40.3 M

Note:

1) Costs shown in the table are estimated value.

2) ROW and Utility Relocation Costs are for the Ultimate Interchange Improvement Configuration

Project Cost by Funding Source

Interim Bridge Preservation Project

	Interim Bridge Preservation Project	Funding Source
Construction Cost (FY 24)	$ 12.0 M	$ 6.0 M - MARC $1.5 M - City $4.5 M - KDOT
Preliminary Engineering	$ 1.2 M	$1.08 M - KDOT (90%) $0.12 M - City (10%)
Construction Engineering	$ 1.2 M	KDOT
ROW	$ 0.8 M	City
Utility Relocation	$ 2.0 M	City
Total Cost (FY 24)	$ 17.2 M	$ 6.00 M - MARC $4.42 M - City $6.78 M - KDOT

Note:
1) Costs shown in the table are estimated values.
2) ROW and Utility Relocation Costs are for the Ultimate Interchange Improvement Configuration

Questions?

Bridge Preservation Project (Interim Improvement)

Interchange Improvement Project (Ultimate Improvement)

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 3**

MEETING DATE: MARCH 1, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2020 End of Year Financial Report

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Finance Director Matthew Wolff will present the 2020 End of the Year Financial Report to the Governing Body.

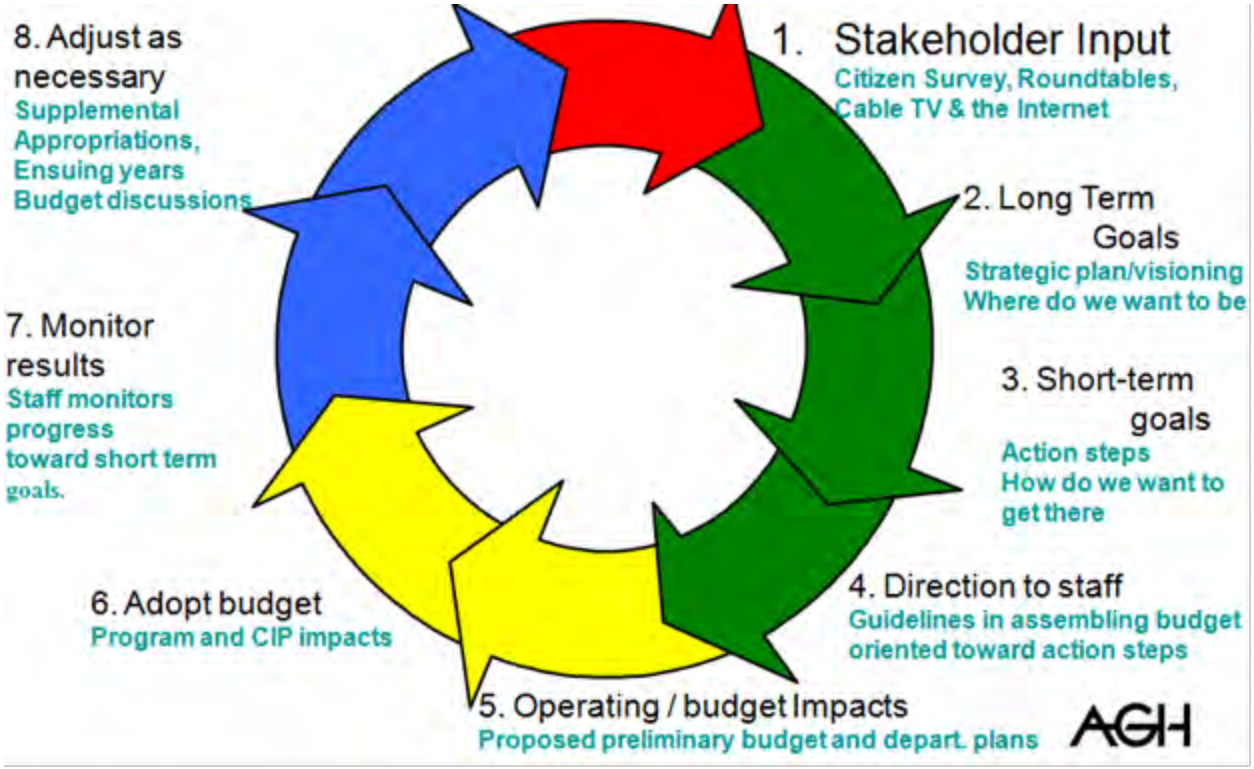
GARDNER KANSAS

Blazing New Trails

2020 EOY Financial Report

March 1, 2021

Priority-Based Budgeting



2020 EOY Financial Report

General Fund Summary

- Actual vs Revised Budget (Estimate)
  - Revenue favorable to Estimate by 10.5% or $1.37M
  - Expenditures unfavorable to Estimate by -2.8% or $361k
  - Fund balance favorable to Estimate; 38% compared to 32%

2020 EOY Financial Report

General Fund Revenues

- Recurring revenues greater than Estimate by $676k

Property tax/MVT	+4.1%	$ 128k
City/County sales/use tax	+8.1%	$ 422k
Franchise tax	+1%	$ 3k
Licenses/permits	+11.2%	$ 34k
Charges for services	+1%	$ 14k
Court fines and fees	6.7%	$ 32k
Other/misc./transfers	+4.1%	$ 43k

- Grants +341.6% $694k

2020 EOY Financial Report

General Fund Expenditures

- Expenditures unfavorable to Estimate by -2.8% or ($361k)
  - Pandemic related expenditures ($400k)
  - Funding agreement expenditures ($46k)
  - Other budget changes favorable $85k

2020 EOY Financial Report

General Fund EOY Fund Balance

- 2019 Actual = $3,786,119
- 2020 Revised Budget/Estimate = $4,027,619
- 2020 Actual = $5,037,187
- 2021 Budget = $3,846,419

- Recommended 2021 Target (30%) = $4,320,900

2020 EOY Financial Report

Electric Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue unfavorable - 0.9% ($179k)
  - Expenses favorable +1.9% $344k
  - Fund balance favorable to Estimate; 79% compared to 76%

- $ 3.1M in Electric Capital Replacement Reserve Fund

2020 EOY Financial Report

Water Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue favorable +1.5% $492k
  - Expenses unfavorable - 4.8% ($355k)
  - Fund balance unfavorable to Estimate; 59.5% compared to 60.5%

2020 EOY Financial Report

Wastewater Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue unfavorable - 27.8% ($2.5M)
  - Expenses favorable + 19.0% $1.6M
  - Fund balance unfavorable to Estimate; 22% compared to 28%

2020 EOY Financial Report

Summary

- General Fund is above 30% target at 38%
- Electric Fund is robust
- Water Fund is adequate
  - Large fund balance will deplete over time
- Wastewater Fund needs further discussion
- Overall fiscal condition is sound

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2021 – 16
February 15, 2021

The City Council of the City of Gardner, Kansas met in regular session on February 15, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; City Engineer Tim McEldowney; Finance Director Matthew Wolff; 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 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Commissioner Shirley Allenbrand, Johnson County Board of County Commissioners, District 6

Commissioner Shirley Allenbrand was unable to attend and will reschedule her presentation. Mayor Shute said there is an open invitation for any county commissioner if they wish to address the governing body.

PUBLIC HEARINGS

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on February 1, 2021**
2. **Standing approval of City expenditures prepared January 29, 2021 in the amount of $940,350.10; and February 5, 2021 in the amount of $563,554.85**
3. **Consider authorizing the execution of an agreement with the KAW Valley Companies, Inc. to demolish and remove the former Gardner City Police Station**
4. **Consider authorizing the execution of an agreement with the Kansas Department of Transportation to construct improvements for the US-56 Pavement Reconstruction project**
5. **Consider authorizing the execution of an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project**

Councilmember Gregorcyk asked to remove items 4 and 5 from the Consent Agenda.

Councilmember Winters made a motion to approve items 1-3 on the Consent Agenda.

Councilmember Gregorcyk Seconded.

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

Discussion of Consent Agenda Item 4, Consider authorizing the execution of an agreement with the Kansas Department of Transportation to construct improvements for the US-56 Pavement Reconstruction project

Councilmember Gregorcyk noted the math didn't add up. He asked staff to clarify Gardner's cost of $2.1 Million. City Engineer McEldowney said there was additional money from Price Chopper Group. The $3 million was just for KDOT's portion. They also received CARS money that offset the city's cost. Gregorcyk said there's $1.1 Million in lieu of what the city is contributing. McEldowney said it was about $400,000 from Price Chopper and

$700,000 from CARS. Mayor Shute said part of that is to offset the cost of installing a stop light since Price Chopper removed that from their TIF.

Councilmember Gregorcyk made a motion to approve Consent Agenda item 4, authorize the Mayor to execute an agreement with the Kansas Department of Transportation to construct the US-56 Pavement Reconstruction project.

Councilmember Baldwin Seconded.

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

Discussion of Consent Agenda Item 5, Consider authorizing the execution of an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project

Councilmember Gregorcyk wanted to ensure the sidewalks will be ADA compliant. City Administrator Pruetting confirmed.

Councilmember Gregorcyk made a motion to approve Consent Agenda item 5, authorize the City Administrator to execute an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project in an amount not to exceed $75,068.08.

Councilmember Baldwin Seconded.

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

PLANNING & ZONING CONSENT AGENDA

1. **Consider accepting the dedication of right-of-way and easements on the final plat for Lakes at Conestoga**
2. **Consider accepting the dedication of right-of-way and easements on the final plat for Copper Springs Meadows 1st Plat**

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

Councilmember Baldwin Seconded.

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

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. **Consider applicants for City Council**

Mayor Steve Shute said Rich Melton resigned from the council January 19th. Following guidelines set forth by Charter Ordinance 27 and the Governing Body Rules of Procedure, the governing body began the process for filling the vacancy. The process included advertising in print and on social media. The application deadline was February 1 at 5pm. The process includes verification of qualified elector status, meaning they must be an elector living in the city limits of Gardner and be at least 18 years old with no felony convictions. Applications were received, and they are holding public interviews tonight. If there is a consensus, they will have a motion and vote to appoint an applicant. Shute summarized the interview process and interview questions. They release the names and applications of the applicants to the public. The interview questions are consistent and applied equally to all of the

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candidates. They receive the same time limits to respond, and allow for a limited follow up. The applicant is allowed a two-minute opening statement. They will be asked a standard set of questions and will be allowed two minutes for each responses. They may have follow up questions, and then will be allowed a one-minute closing statement. Shute said they will do a ranking of the candidates following the interviews. If, after the ranking, there is consensus of the majority for a specific candidate, that individual would be submitted for a vote of the governing body. The city attorney will verify the results of the ranking and provide them to the mayor. If there's no majority on a single candidate after the first round, they will announce the top 3. The top 3 would advance to a second round of ranking.

Councilmember Winters asked if they are ranking one as only their top candidate, or ranking all 1-6. Shute said the first round will be ranked 1-6. If the majority has the same candidate as their top choice, that will stop the process as they would reach consensus

The governing body conducted the interviews in alphabetical order. Those interviews can be found here: https://www.youtube.com/watch?v=HMKK2rBtzds

Shute said the next step is the ranking process. They will fill out the ranking sheet and the city clerk will collect them. City Clerk Rose will tally them and will give them to the city attorney to verify the results. City Attorney Denk will deliver the tally to the mayor, who will then read out the top three. If there is consensus, 3 out of 5, for a single candidate, that candidate can be brought forward for a vote.

Shute noted the candidate appointed will be sworn in this evening. However, the nomination to appoint a new council vice-president will take place at the March 1st meeting.

City Attorney Denk presented the verified ranking to Mayor Shute. Shute noted a consensus was achieved in the first round of ranking. Kacy Deaton received a 1 ranking from three members of the governing body. Shute summarized the ranking for the public. Deaton was 1, Tramble was 2, Cooper and Meder tied for 3.

Councilmember Baldwin made a motion to appoint Kacy Deaton to the City Council seat vacated by Rich Melton with a term expiring in November 2024.

Councilmember Winters Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (Roberts – No, Shute - Abstain)

City Clerk Rose administered the Oath of Office to Ms. Deaton.

Shute thanked all of the members who completed this process. He thanked them for their time, for their attention, and for their commitment for coming out this evening. He encouraged them to continue to stay involved. There is an election in the fall, and there is opportunity to run for office and assume a seat on the dais through candidacy. The city needs people like them to continue to work with the city and on behalf of the city.

COUNCIL UPDATES

Community Development Director Knopick said they will have an EDAC meeting in the next week. Planning Commission meets next Monday. They have a few items on the agenda.

Utilities Director Garcia reported that staff spoke with KMGA regarding the extreme cold weather. There are production and transportation issues with natural gas. Usually this time of year, the price for 1 million BTU is around $3, this afternoon it was $326. This not only creates a higher price to purchase natural gas, but the result is the generations are a lot higher. Typically, they buy energy for around $23 per mWh, but now its $2,900 per mWh. Typically for February, they pay $700,000 for the month, but now it's going to be around $3 Million. Shute asked if this is affecting those around us. Garcia confirmed. Shute noted the Evergy rolling blackouts as an attempt to lower their demand. Garcia doesn't expect to be affected in that way. Councilmember Gregorcyk asked how this relates to the residents of Gardner. Garcia said it would be passed to the consumer. Mayor Shute said it would be through the Power Cost Adjustment (PCA). Gregorcyk asked what kind of communication the city will put out. City Administrator Pruetting said staff spoke at length this afternoon and decided to put out a notice.

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Rather than guessing how much this will affect the end user, they will wait until they get the numbers and can provide them. Staff will work with citizens to make sure that people can keep their power on. When Evergy announced, staff was getting information about it. Because Gardner wasn't impacted, it took staff time to get a notice out. They were verifying so as not to put out inaccurate information. Councilmember Winters asked if the PCA would be split over 12 months and not all at once. Pruetting confirmed, and said they can make it 13 months. There are ways to minimize the impact. Shute said they can get out the communication campaign to conserve energy to minimize the effect on the grid. The less they buy from the grid, the less they will pay across the board. Hard to ask with the extreme temperatures. Gregorcyk asked if they will roll out information on conservation. Pruetting confirmed they will put out a list. He received an email from KMEA that this was the first time in their history that demand was higher than their ability to generate. Shute said an issue is the KMEA plant in Dogwood is a natural gas fired plant, and natural gas is also used for home heating, so there's a squeeze in supply. This is a very cold snap that's affecting a large geographic heavily populated area across the country. Gregorcyk will share the message and hopes the rest of them do the same.

Mayor Shute asked Director Garcia about water plant expansion. Garcia reported they should see substantial completion by April.

Finance Director Wolff said he will bring 2020 year-end results to next meeting. Mayor Shute asked if there will be any discussion on the potential impact of the additional costs on the electric fund? Wolff confirmed.

Councilmember Roberts thanked the candidates for putting their names out there. That takes courage. It was nice to have everyone come and answer publicly.

Councilmember Gregorcyk welcomed Councilmember Deaton to the dais. He has high hopes and she has a fair amount of time to make a positive impact. Gregorcyk noted the new smart water meters the city has installed are creating a freeze on the water line. The smart meters are creating less insulation or less fit, and creating freezing for some residents. Councilmember Roberts saw that it was an issue during the change-out process, while the ground is open. Garcia will follow up tomorrow.

Councilmember Baldwin said he is eager to see several of the candidates apply for other boards and committees. To come before council and the public takes a lot and shows they are already leaders. Mayor Shute said there is an opening on the Planning Commission, based on Councilmember Deaton's appointment. Baldwin said while it's not great across the board for energy, this is a great time for the city to have its own utility. If there was an outage, the city has a sub-10 minute response time and the outages are very short, we have a sub 10 minute response time, and outages are short. KCPL has an hour to mobilize. Six residents in Spring Hill lost power at 2:34pm, and by 5:35, no one had responded. The city can't do anything about the price, but its good to have a responsive crew. The service is top notch.

Councilmember Deaton thanked everyone for their support. She looks forward to serving the citizens of Gardner.

Councilmember Winters welcomed Councilmember Deaton; he looks ward to working with her.

Mayor Shute said he was glad to see all the candidates tonight. It was great to hear their ideas and passion, and commitment to come out in this weather. Shute said to the staff in Public Works, Superintendent Jody Demaline, they have done a great job with regard to the roads. He thanked the crews. He thanked facilities staff, Building Maintenance Supervisor Dean Kerr, for shoveling every hour. He thanked the staff for their commitment to the citizens. City Engineer McEldowney will pass the message along to PW staff. They have had some difficult storms to manage.

EXECUTIVE SESSION

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

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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 a proposed development project beginning at 8:30 pm; returning to regular session at 9:00 pm.

Councilmember Winters 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 9:00 p.m.;

Councilmember Baldwin seconded.

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

Councilmember Deaton 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 a proposed development project beginning at 9:01 pm; returning to regular session at 9:11 pm.

Councilmember Baldwin 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 9:11 p.m.;

Councilmember Deaton seconded.

2. Consider entering into executive session to discuss matters of attorney-client privilege related to the Big Bull Creek Wastewater Treatment Plant contract

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 regarding the Big Bull Creek Wastewater Treatment Plant contract beginning at 9:12 pm; returning to regular session at 9:32 pm.

Councilmember Deaton Seconded.

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

Councilmember Deaton made a motion to resume regular session at 9:32 p.m.;

Councilmember Baldwin 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 Roberts and seconded by Councilmember Deaton the meeting adjourned at 9:32 p.m.

_____
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
0099999	00	CONEJO ROOFING							
098772		000420		00	02/12/2021	001-0000-349.01-00	OVERPAYMENT	200.00	
							VENDOR TOTAL *	200.00	
0005065	00	ACCOUNTEMPS							
57111890		000400		00	02/12/2021	001-1310-413.31-15	DENE WE 2-5-2021	EFT:	1,240.93
							VENDOR TOTAL *	.00	1,240.93
0004834	00	ADVENTHEALTH							
579705		000514		00	02/12/2021	601-1230-412.31-15	PHYSICALS POST OFFER	EFT:	1,065.00
							VENDOR TOTAL *	.00	1,065.00
0004197	00	AID ANIMAL HOSPITAL, INC							
416836		000465		00	02/12/2021	001-2120-421.52-20	ZEUS EXAM	408.50	
							VENDOR TOTAL *	408.50	
0000566	00	AMERICAN TOPSOIL, INC.							
136507		000401		00	02/12/2021	521-4230-442.52-12	SOIL	EFT:	66.00
136509		000402		00	02/12/2021	521-4230-442.52-12	SOIL	EFT:	99.00
136509		000403		00	02/12/2021	531-4330-443.52-12	SOIL	EFT:	99.00
							VENDOR TOTAL *	.00	264.00
0003913	00	ARMSCOR CARTRIDGE INC							
001920		000466		00	02/12/2021	001-2120-421.52-20	AMMO	3,225.00	
							VENDOR TOTAL *	3,225.00	
0004994	00	BENEFITS DIRECT							
A007391		000484		00	02/12/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	34.30
A007391		000485		00	02/12/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	37.03
A007391		000486		00	02/12/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.50
A007391		000488		00	02/12/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.28
A007391		000489		00	02/12/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.10
A007391		000491		00	02/12/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	27.80
A007391		000493		00	02/12/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	77.54
A007391		000494		00	02/12/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	253.68
A007391		000495		00	02/12/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.50
A007391		000496		00	02/12/2021	001-3110-431.21-01	MONTHLY BILLING	EFT:	17.38
A007391		000497		00	02/12/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	9.78
A007391		000498		00	02/12/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	66.86
A007391		000499		00	02/12/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	57.08
A007391		000508		00	02/12/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	60.30
A007391		000509		00	02/12/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	57.98
A007391		000510		00	02/12/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	53.86
A007391		000511		00	02/12/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	33.46
A007391		000501		00	02/12/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	40.80
A007391		000502		00	02/12/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	47.30
A007391		000503		00	02/12/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	105.34
A007391		000504		00	02/12/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	13.90
A007391		000505		00	02/12/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	50.58
A007391		000506		00	02/12/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	76.58

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							
A007391		000507		00	02/12/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	50.58
A007391		000487		00	02/12/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	13.90
A007391		000492		00	02/12/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	23.68
A007391		000500		00	02/12/2021	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50
A007391		000490		00	02/12/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	36.68
A007391		000482		00	02/12/2021	721-0000-202.03-07	MONTHLY BILLING	EFT:	8,495.82
A007391		000483		00	02/12/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	343.45
							VENDOR TOTAL *	.00	10,183.54
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS787228		PI0106	007584	00	02/03/2021	521-4220-442.52-13	WTP CHEMICALS	EFT:	2,677.50
							VENDOR TOTAL *	.00	2,677.50
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
17		PI0099	007179	00	01/31/2021	521-4240-442.61-03	HWTP PHZ II - EXPANSION	EFT:	898,787.64
							VENDOR TOTAL *	.00	898,787.64
0000001	00	CENTURYLINK							
313696625 0221		000517		00	02/12/2021	001-3116-431.40-03	MONTHLY BILLING	20.90	
313696625 0221		000518		00	02/12/2021	001-3120-431.40-03	MONTHLY BILLING	38.81	
313680665 0121		000404		00	02/12/2021	001-6110-461.40-03	MONTHLY BILLING	65.08	
313680665 0221		000423		00	02/12/2021	001-6110-461.40-03	MONTHLY BILLING	65.08	
313014430 0221		000515		00	02/12/2021	521-4220-442.40-03	MONTHLY BILLING	342.78	
313823146 0221		000516		00	02/12/2021	521-4220-442.40-03	MONTHLY BILLING	54.16	
320501840 0121		000424		00	02/12/2021	602-1340-413.40-03	MONTHLY BILLING	133.08	
							VENDOR TOTAL *	719.89	
0004117	00	CENTURYLINK BUSINESS SERVICES							
191463085		000420		00	02/12/2021	602-1340-413.40-03	MONTHLY BILLING	1,521.53	
							VENDOR TOTAL *	1,521.53	
0000429	00	CINTAS FIRE PROTECTION							
8404998957		000426		00	02/12/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	48.44
8404998957		000425		00	02/12/2021	501-4130-441.31-15	MONTHLY BILLING	EFT:	573.58
8404998957		000427		00	02/12/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	42.92
8404998957		000429		00	02/12/2021	531-4320-443.31-15	MONTHLY BILLING	EFT:	65.12
8404998957		000428		00	02/12/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	42.93
							VENDOR TOTAL *	.00	772.99
0001643	00	CITY OF EDGERTON							
JAN-21		000408		00	02/12/2021	531-4320-443.31-15	MONTHLY BILLING	16,873.58	
							VENDOR TOTAL *	16,873.58	
0000288	00	CROFT TRAILER SUPPLY, INC.							
453225		000457		00	02/12/2021	501-4130-441.52-04	JUNCTION BOX	EFT:	9.96
							VENDOR TOTAL *	.00	9.96
0003655	00	CROWN EQUIPMENT CORP							
177154836		000430		00	02/12/2021	501-4120-441.43-02	TRUCK LIFT MAINTENANCE	EFT:	110.57

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0003655	00	CROWN EQUIPMENT CORP							
							VENDOR TOTAL *	.00	110.57
0000601	00	CUSTOM METAL & FABRICATION							
28749		000405		00	02/12/2021	001-6120-461.52-01	GENERAL REPAIRS	EFT:	9.36
							VENDOR TOTAL *	.00	9.36
0001557	00	DATCO, INC							
209248		000467		00	02/12/2021	001-3120-431.53-02	EMBROIDERY	25.00	
							VENDOR TOTAL *	25.00	
0004096	00	DESIGN 4 SPORTS							
36074		000406		00	02/12/2021	001-6120-461.53-02	CLOTHING	EFT:	386.10
							VENDOR TOTAL *	.00	386.10
0004959	00	DIGITAL ERTH CONSULTING LLC							
14		000407		00	02/12/2021	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	5,005.00
							VENDOR TOTAL *	.00	5,005.00
0003481	00	DPC INDUSTRIES INC							
817000172-21		PI0105 007585		00	01/27/2021	521-4220-442.52-13	WTP CHEMICALS	EFT:	643.00
							VENDOR TOTAL *	.00	643.00
0003960	00	ELLIOTT EQUIPMENT COMPANY							
160170		000431		00	02/12/2021	531-4330-443.52-04	FILTER FOR VAC TRUCK	EFT:	696.50
							VENDOR TOTAL *	.00	696.50
0004946	00	EVERGY							
9279570154		0221000432		00	02/12/2021	521-4220-442.40-05	MONTHLY BILLING	6,096.80	
							VENDOR TOTAL *	6,096.80	
0002956	00	FASTENAL CO.							
KSKA3142521		000433		00	02/12/2021	501-4130-441.52-12	ZIP TIES	EFT:	7.95
							VENDOR TOTAL *	.00	7.95
0000086	00	GALLS, LLC							
017614254		000468		00	02/12/2021	001-2120-421.53-02	UNIFORM	EFT:	125.00
017601921		000469		00	02/12/2021	001-2120-421.53-02	UNIFORM	EFT:	32.45
017599282		000470		00	02/12/2021	001-2120-421.53-02	UNIFORM	EFT:	326.40
017584569		000471		00	02/12/2021	001-2120-421.53-02	UNIFORM	EFT:	67.34
017582986		000472		00	02/12/2021	001-2120-421.53-02	UNIFORM	EFT:	30.48
							VENDOR TOTAL *	.00	581.67
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000114		0221000434		00	02/12/2021	001-6120-461.40-02	PR - MONTHLY BILLING	EFT:	380.00
01-0000274		0221000435		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	25.00
01-0000274		0221000436		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	23.34
01-0000274		0221000437		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	23.33
01-0000274		0221000438		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	20.00
01-0000274		0221000439		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	23.33

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0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000274		0221000440		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	129.00
01-0000274		0221000441		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	30.00
01-0000274		0221000442		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	25.00
01-0000274		0221000443		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	36.00
01-0000274		0221000444		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	30.00
01-0000274		0221000445		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	25.00
01-0000274		0221000446		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	50.00
01-0000274		0221000447		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	25.00
01-0000274		0221000448		00	02/12/2021	603-3150-431.40-02	UT - MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	881.00
0001840	00	GT DISTRIBUTORS INC							
INV0823646		000473		00	02/12/2021	001-2120-421.53-02	GLOCKS	EFT:	857.00
KRTL0031609		000474		00	02/12/2021	001-2120-421.53-02	UNIFORM	EFT:	119.99
							VENDOR TOTAL *	.00	976.99
0000013	00	HACH COMPANY							
12301247		000449		00	02/12/2021	521-4220-442.52-12	REAGENTS	EFT:	1,526.16
12312199		000519		00	02/12/2021	521-4220-442.52-12	REAGENTS	EFT:	248.10
							VENDOR TOTAL *	.00	1,774.26
0004720	00	HAMM, INC.							
355771		000520		00	02/12/2021	001-6120-461.52-01	BALLFIELD DIRT	1,265.04	
							VENDOR TOTAL *	1,265.04	
0000348	00	HEARTLAND PLUMBING, INC.							
35759		000450		00	02/12/2021	603-3150-431.43-01	RESET TOILET	EFT:	190.00
							VENDOR TOTAL *	.00	190.00
0001536	00	ICE-MASTERS, LLC							
00331943		000454		00	02/12/2021	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	30.00
00331942		000451		00	02/12/2021	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
00331943		000452		00	02/12/2021	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	31.00
00331943		000453		00	02/12/2021	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	31.00
							VENDOR TOTAL *	.00	175.00
0000102	00	ICMA RETIREMENT TRUST - 457							
484424		000459		00	02/10/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	7,432.26
							VENDOR TOTAL *	.00	7,432.26
0004271	00	IRON MOUNTAIN INC							
DHZX752		000455		00	02/12/2021	001-1150-411.31-15	SHREDDING	EFT:	70.36
							VENDOR TOTAL *	.00	70.36
0001362	00	JOHNSON COUNTY COMMUNITY COLLEGE							
S0567896		000475		00	02/12/2021	001-2120-421.46-01	TRAINING	EFT:	1,577.60
							VENDOR TOTAL *	.00	1,577.60
0002462	00	JOHNSON COUNTY DEPT OF CORRECTIONS							

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0002462	00	JOHNSON COUNTY DEPT OF CORRECTIONS							
2021-01		000409		00	02/12/2021	125-1120-411.49-04	ALCOHOL TAX FUND	EFT:	532.00
							VENDOR TOTAL *	.00	532.00
0000405	00	JOHNSON COUNTY GOVERNMENT							
167981		PI0101	007581	00	01/26/2021	001-2110-421.31-15	NICHE HOSTING & MAINTENAN	10,086.30	
							VENDOR TOTAL *	10,086.30	
0002760	00	KA-COMM, INC							
177916		000410		00	02/12/2021	001-2120-421.43-05	FIRE EXT BRACKET	EFT:	36.50
							VENDOR TOTAL *	.00	36.50
0002671	00	KANSAS GAS SERVICE							
105962227	0121	000411		00	02/12/2021	001-6120-461.40-03	MONTHLY BILLING	525.75	
							VENDOR TOTAL *	525.75	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1010250		000521		00	02/12/2021	501-4130-441.40-06	LOCATES	EFT:	4.80
							VENDOR TOTAL *	.00	4.80
0004396	00	KANSAS PRO SOUND, LLC							
01222021		000412		00	02/12/2021	001-6110-461.54-51	DEPOSIT STAGE & SOUND	EFT:	7,500.00
							VENDOR TOTAL *	.00	7,500.00
0000332	00	KANSAS STATE TREASURER							
57244		000413		00	02/12/2021	001-0000-207.10-17	MUNICIPAL COURT FUND/FEE	105.00	
57244		000414		00	02/12/2021	001-0000-207.10-13	MUNICIPAL COURT FUND/FEE	595.00	
57244		000415		00	02/12/2021	001-0000-207.10-14	MUNICIPAL COURT FUND/FEE	154.00	
57244		000416		00	02/12/2021	001-0000-207.10-11	MUNICIPAL COURT FUND/FEE	234.00	
57244		000417		00	02/12/2021	001-0000-207.10-12	MUNICIPAL COURT FUND/FEE	4,323.50	
57244		000418		00	02/12/2021	001-0000-207.10-15	MUNICIPAL COURT FUND/FEE	150.00	
57244		000419		00	02/12/2021	001-0000-207.10-16	MUNICIPAL COURT FUND/FEE	60.00	
							VENDOR TOTAL *	5,621.50	
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-21-02		000420		00	02/12/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	5,049.99
							VENDOR TOTAL *	.00	5,049.99
0002489	00	KPERS							
1581350		000460		00	02/11/2021	721-0000-202.03-01	021121 PAY PERIOD	CHECK #: 112	42,289.62
							VENDOR TOTAL *	.00	42,289.62
0003568	00	KPERS RETIREMENT							
1581357		000462		00	02/11/2021	721-0000-202.03-03	021121 PAY PERIOD	CHECK #: 118	232.42
							VENDOR TOTAL *	.00	232.42
0002490	00	KPF							
1581353		000461		00	02/11/2021	721-0000-202.03-02	021121 PAY PERIOD	CHECK #: 113	28,521.57
							VENDOR TOTAL *	.00	28,521.57
0004949	00	LEGAL RECORD, THE							

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0004949	00	LEGAL RECORD, THE							
L89268		000420		00	02/12/2021	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	3.93
L89197		000420		00	02/12/2021	521-4220-442.47-01	LEGAL NOTICE	EFT:	26.89
							VENDOR TOTAL *	.00	30.82
0099999	00	LONG, JOHN ANDREW							
098182		000420		00	02/12/2021	001-0000-349.01-00	OVERPAYMENT	500.00	
							VENDOR TOTAL *	500.00	
0099999	00	MCGRATNEY, COLE MATTHEW							
095641		000421		00	02/12/2021	001-0000-228.30-00	BOND REFUND	55.00	
							VENDOR TOTAL *	55.00	
0004464	00	MID-STATE RENTAL							
110794-2		000420		00	02/12/2021	001-6120-461.44-02	EQUIPMENT RENTAL	EFT:	212.50
							VENDOR TOTAL *	.00	212.50
0003579	00	MID-STATES MATERIALS LLC							
101628		000522		00	02/12/2021	001-3120-431.52-08	AB-3	242.12	
							VENDOR TOTAL *	242.12	
0003872	00	MOZINGO LAW FIRM, LLC							
74259		000420		00	02/12/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	558.00
093904		000420		00	02/12/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	630.00
							VENDOR TOTAL *	.00	1,188.00
0004957	00	NEXGRID, LLC							
2020435		PI0096	007462	00	12/31/2020	501-4140-441.63-73	SMART METERS - ELECTRIC	EFT:	45,204.26
2020435		PI0095	007460	00	12/31/2020	521-4240-442.63-73	SMART METERS - WATER	EFT:	220,649.50
2020435		PI0097	007580	00	12/31/2020	521-4240-442.63-73	SMART METERS - WATER	EFT:	78,259.88
							VENDOR TOTAL *	.00	344,113.64
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-196648		000456		00	02/12/2021	501-4130-441.52-12	PARTS	EFT:	11.36
0354-197302		000456		00	02/12/2021	501-4130-441.52-02	PARTS	EFT:	5.46
0354-197465		000456		00	02/12/2021	501-4130-441.52-02	PARTS	EFT:	17.51
0354-200279		000456		00	02/12/2021	501-4130-441.52-09	PARTS	EFT:	98.52
0354-200280		000456		00	02/12/2021	501-4130-441.52-04	PARTS	EFT:	66.16
0354-200281		000456		00	02/12/2021	501-4130-441.52-09	PARTS	EFT:	98.52
0354-200282		000456		00	02/12/2021	501-4130-441.52-04	PARTS	EFT:	81.16
							VENDOR TOTAL *	.00	378.69
0002412	00	OAKBROOK ANIMAL HOSPITAL							
55917		000421		00	02/12/2021	001-0000-207.10-20	CASH REFUND	EFT:	1,425.00
							VENDOR TOTAL *	.00	1,425.00
0000256	00	OTTAWA COOP							
48397 0121		000523		00	02/12/2021	521-4220-442.52-09	FUEL	EFT:	92.66
							VENDOR TOTAL *	.00	92.66
0001569	00	PAYCOR, INC							

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0001569	00	PAYCOR, INC							
INV01899502		000463		00	02/10/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	606.22
							VENDOR TOTAL *	.00	606.22
0004385	00	POMP'S TIRE SERVICE, INC.							
1180048242		000456		00	02/12/2021	501-4130-441.52-04	TIRE TRK 402	EFT:	322.59
1180048242		000456		00	02/12/2021	501-4130-441.52-04	TIRE TRK 405	EFT:	322.59
							VENDOR TOTAL *	.00	645.18
0000149	00	PRAXAIR DISTRIBUTION INC							
61595809		000524		00	02/12/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	164.29
61055879		006990		00	02/12/2021	001-6120-461.44-02	CO2 RENTAL	EFT:	49.19
61596219		000456		00	02/12/2021	001-6120-461.44-02	RENTAL	EFT:	50.40
61609598		000476		00	02/12/2021	501-4120-441.44-02	CYLINDER RENTAL	EFT:	56.26
							VENDOR TOTAL *	.00	320.14
0005055	00	PRO DESIGN CONTRACTORS LLC							
2		PI0100	007557	00	01/25/2021	531-4340-443.62-10	INSTALL E.SEWER INTERCEPT	EFT:	25,078.34
							VENDOR TOTAL *	.00	25,078.34
0005009	00	RD JOHNSON EXCAVATING CO, LLC							
4		PI0102	007416	00	02/10/2021	403-3130-431.62-04	STREET CONSTRUCTION	EFT:	16,524.00
4		PI0103	007418	00	02/10/2021	403-4130-441.62-15	ELECTIC INFRASTRUCTURE	EFT:	47,520.00
4		PI0104	007468	00	02/10/2021	403-4330-443.62-10	SEWER INFRASTRUCTURE	EFT:	3,082.50
							VENDOR TOTAL *	.00	67,126.50
0003304	00	SAFETY REMEDY INC							
000310406		006991		00	02/12/2021	001-6120-461.53-02	SAFETY CLOTHING	EFT:	743.50
							VENDOR TOTAL *	.00	743.50
0000160	00	SHAWNEE COPY CENTER INC.							
124885		000477		00	02/12/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	45.78
							VENDOR TOTAL *	.00	45.78
0004159	00	SHRED-IT USA LLC							
8181373361		000478		00	02/12/2021	001-2110-421.31-15	SHREDDING SERVICE	48.68	
							VENDOR TOTAL *	48.68	
0099999	00	SLYTER, RACHELL B.							
02102021		000513		00	02/12/2021	001-1130-411.58-00	2020 TAX REBATE	6.47	
							VENDOR TOTAL *	6.47	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8061049699		000479		00	02/12/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	82.27
							VENDOR TOTAL *	.00	82.27
0004785	00	SUMNERONE, INC							
2766875		000420		00	02/12/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	258.71
							VENDOR TOTAL *	.00	258.71
0004984	00	SUPERIOR EXCAVATING, LLC							

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
0004984	00	SUPERIOR EXCAVATING, LLC							
2-WW1905		PI0098	007530	00	01/09/2021	403-4330-443.62-10	SANITARY SEWER	EFT:	121,539.47
							VENDOR TOTAL *	.00	121,539.47
0004331	00	TED'S CUSTOM WELDING AND METAL FAB							
507B		000420		00	02/12/2021	001-3120-431.52-16	PLOW REPAIR	715.00	
02092021		000456		00	02/12/2021	001-3120-431.52-16	WELDING REPAIR PLOW SNOW	650.00	
							VENDOR TOTAL *	1,365.00	
0000176	00	TIME WARNER CABLE							
025056001020521000525				00	02/12/2021	602-1340-413.47-05	MONTHLY BILLING	42.78	
							VENDOR TOTAL *	42.78	
0000238	00	USA BLUE BOOK							
498885		000526		00	02/12/2021	521-4220-442.52-12	THERMOMETER	EFT:	51.14
							VENDOR TOTAL *	.00	51.14
0000366	00	WARDROBE CLEANERS INC.							
02062021		000480		00	02/12/2021	001-2120-421.42-02	DRY CLEANING	476.50	
							VENDOR TOTAL *	476.50	
0004226	00	WATCHMEN SECURITY SERVICES							
53568		000456		00	02/12/2021	501-4120-441.31-15	SECURITY CAMERA INSTALL	EFT:	645.78
							VENDOR TOTAL *	.00	645.78
							HAND ISSUED TOTAL ***		79,082.09
							EFT/EPAY TOTAL ***		1,505,188.33
							TOTAL EXPENDITURES ****	49,305.44	1,584,270.42
							GRAND TOTAL **********		1,633,575.86

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
0005065	00	ACCOUNTEMPS							
57139199		000528		00	02/19/2021	001-1310-413.31-15	DENE WE 2-12-21	EFT:	1,069.50
							VENDOR TOTAL *	.00	1,069.50
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
69119		000816		00	02/19/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	2,711.52
							VENDOR TOTAL *	.00	2,711.52
0002636	00	ALTEC CAPITAL SERVICES, LLC							
01201964		000817		00	02/19/2021	501-4130-441.44-02	LEASE TR#403	EFT:	3,459.41
01201963		000818		00	02/19/2021	501-4130-441.44-02	LEASE TR#432	EFT:	3,440.80
01201962		000819		00	02/19/2021	501-4130-441.44-02	LEASE TR#402 & 405	EFT:	5,821.88
01201961		000820		00	02/19/2021	501-4130-441.44-02	LEASE TR#413	EFT:	4,620.94
01201960		000821		00	02/19/2021	501-4130-441.44-02	LEASE TR#401	EFT:	3,645.52
							VENDOR TOTAL *	.00	20,988.55
0000029	00	ALTEC INDUSTRIES, INC.							
11562376		000822		00	02/19/2021	501-4130-441.53-02	TOOL BAGS	EFT:	206.60
							VENDOR TOTAL *	.00	206.60
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
49996		000530		00	02/19/2021	001-1140-411.31-15	OUTSOURCED SRV FEB 21	EFT:	101.75
							VENDOR TOTAL *	.00	101.75
0001986	00	ANIXTER, INC.							
4833320-01		000533		00	02/19/2021	403-4130-441.62-15	TRANSFORMER BLOCKS	EFT:	2,502.60
4837020-00		000531		00	02/19/2021	501-4130-441.52-02	CREW TOOLS	EFT:	100.10
4843837-00		000532		00	02/19/2021	501-4130-441.52-31	BOLTS/ LOCKS	EFT:	575.12
4829715-03		000823		00	02/19/2021	501-4130-441.53-02	POUCHES	EFT:	29.28
4849909-00		000824		00	02/19/2021	501-4130-441.52-31	CABLE	EFT:	832.01
4844503-00		PI0118	007593	00	02/05/2021	501-4130-441.52-25	STREET LIGHT FIXTURES	EFT:	5,465.98
4631162-16		PI0116	007552	00	02/12/2021	501-4140-441.62-15	ELECTRIC MATERIALS	EFT:	4,138.16
							VENDOR TOTAL *	.00	13,643.25
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-02162021		000813		00	02/19/2021	501-4110-441.40-03	ANSWERING SERVICE	EFT:	150.50
7589-02162021		000814		00	02/19/2021	521-4230-442.31-15	ANSWERING SERVICE	EFT:	10.49
7589-02162021		000815		00	02/19/2021	531-4330-443.31-15	ANSWERING SERVICE	EFT:	10.49
							VENDOR TOTAL *	.00	171.48
0002764	00	APPLIED CONCEPTS							
379318		000826		00	02/19/2021	001-2120-421.52-20	RADAR REPAIR	EFT:	150.00
							VENDOR TOTAL *	.00	150.00
0004860	00	AT&T MOBILITY							
02082021		000825		00	02/19/2021	001-2110-421.40-03	MONTHLY BILLING	1,860.80	
							VENDOR TOTAL *	1,860.80	
0005014	00	ATTIC STORAGE OF GARDNER							
14844		000827		00	02/19/2021	001-6110-461.44-02	MONTHLY BILLING	EFT:	870.00

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0005014	00	ATTIC STORAGE OF GARDNER							
							VENDOR TOTAL *	.00	870.00
0003515	00	AUGUSTINE EXTERMINATORS INC							
2281857		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2281851		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2281851		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2281846		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2281850		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2281845		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2281848		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2281844		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2281855		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2281854		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2281852		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2281849		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2281853		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2281847		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2281856		000847		00	02/19/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
							VENDOR TOTAL *	.00	641.90
0002847	00	BLACK HILLS ENERGY							
02092021		000534		00	02/19/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,668.84
							VENDOR TOTAL *	.00	2,668.84
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS795347		PI0117	007589	00	02/10/2021	521-4220-442.52-13	ROBIN-POLYMER	EFT:	966.00
							VENDOR TOTAL *	.00	966.00
0000001	00	CENTURYLINK							
313607125	0221	000847		00	02/19/2021	001-6110-461.40-03	MONTHLY BILLING	67.85	
313239127	0221	000828		00	02/19/2021	531-4320-443.40-03	MONTHLY BILLING	277.28	
320501840	0221	000847		00	02/19/2021	602-1340-413.40-03	MONTHLY BILLING	91.44	
314117591	0221	000847		00	02/19/2021	602-1340-413.40-03	MONTHLY BILLING	1,613.13	
							VENDOR TOTAL *	2,049.70	
0000429	00	CINTAS FIRE PROTECTION							
5052229595		000847		00	02/19/2021	521-4220-442.31-15	FIRST AID SERVICE	EFT:	49.24
							VENDOR TOTAL *	.00	49.24
0004955	00	CIVICPLUS, LLC							
206542		PI0112	007592	00	01/22/2021	001-6110-461.31-15	REGISTRATION SOFTWARE FEE	EFT:	16,322.02
							VENDOR TOTAL *	.00	16,322.02
0001762	00	DREXEL TECHNOLOGIES INC							
INV41800		000829		00	02/19/2021	001-2110-421.31-15	SETUP DEMO FEE	EFT:	28.00
							VENDOR TOTAL *	.00	28.00
0005081	00	ESPARZA, DAISY							
02102021		000529		00	02/19/2021	521-4230-442.31-15	REIMBURSEMENT -WATER LINE	329.63	

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0005081	00	ESPARZA, DAISY							
							VENDOR TOTAL *	329.63	
0004946	00	EVERGY							
2424383255		0221000535		00	02/19/2021	521-4220-442.40-05	MONTHLY BILLING	18,474.73	
							VENDOR TOTAL *	18,474.73	
0002956	00	FASTENAL CO.							
KSKA3142585		000830		00	02/19/2021	521-4230-442.52-01	PAINT	EFT:	39.57
KSKA3142585		000831		00	02/19/2021	531-4330-443.52-01	PAINT	EFT:	39.58
							VENDOR TOTAL *	.00	79.15
0000086	00	GALLS, LLC							
017643716		000832		00	02/19/2021	001-2120-421.53-02	NAME PANEL	EFT:	17.89
017629611		000833		00	02/19/2021	001-2120-421.53-02	CLOTHING	EFT:	125.27
							VENDOR TOTAL *	.00	143.16
0000181	00	GRAINGER							
9784859689		000536		00	02/19/2021	501-4120-441.52-12	HEATER	EFT:	120.66
9796246446		000847		00	02/19/2021	521-4220-442.52-12	FIRE EXT., TAGS, ETC	EFT:	249.30
							VENDOR TOTAL *	.00	369.96
0000013	00	HACH COMPANY							
12314207		000847		00	02/19/2021	521-4220-442.52-12	REAGENT	EFT:	367.74
							VENDOR TOTAL *	.00	367.74
0099999	00	HAGGY, ALEXANDRA							
000064481		UT		00	02/15/2021	501-0000-229.00-00	FINAL BILL REFUND	49.08	
							VENDOR TOTAL *	49.08	
0000201	00	HASTY AWARDS							
01212267		000834		00	02/19/2021	001-6110-461.47-53	MEDALS & ENGRAVING	EFT:	286.32
							VENDOR TOTAL *	.00	286.32
0005040	00	HSA BANK COBRA							
COG02122021		000537		00	02/19/2021	001-1140-411.31-15	MONTHLY COBRA FEES	125.00	
							VENDOR TOTAL *	125.00	
0005015	00	INSTITUTE FOR BUILDING TECHNOLOGY							
R730-EC1GAR0121		000835		00	02/19/2021	001-7110-471.31-15	STAFF SUPPORT	EFT:	3,812.50
							VENDOR TOTAL *	.00	3,812.50
0004633	00	INTEGRITY LOCATING SERVICES, LLC							
4908		000541		00	02/19/2021	001-3120-431.31-15	LOCATING SERVICES	EFT:	1,440.75
4908		000538		00	02/19/2021	501-4130-441.40-06	LOCATING SERVICES	EFT:	1,440.75
4908		000539		00	02/19/2021	521-4230-442.40-06	LOCATING SERVICES	EFT:	1,440.75
4908		000540		00	02/19/2021	531-4330-443.40-06	LOCATING SERVICES	EFT:	1,440.75
							VENDOR TOTAL *	.00	5,763.00
0000108	00	K.C. BOBCAT INC							

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0000108	00	K.C. BOBCAT INC								
19147358		000836		00	02/19/2021	001-6120-461.43-02	BOBCAT REPAIR		12.13	
19147343		000837		00	02/19/2021	001-6120-461.43-02	BOBCAT REPAIR		351.97	
							VENDOR TOTAL *		364.10	
0000300	00	KANSAS DEPT OF REVENUE								
1049-Y7FK-2482		000854		00	02/18/2021	501-0000-207.20-00	JAN '21 SALES/USE TAX	CHECK #:	103	46,526.29
1049-4445-JBG2		000850		00	02/18/2021	501-4110-441.48-02	JAN '21 USE TAX	CHECK #:	103	1.66
1049-Y7FK-2482		000855		00	02/18/2021	501-4110-441.48-02	JAN '21 SALES/USE TAX	CHECK #:	103	34.34
1049-4445-JBG2		000851		00	02/18/2021	501-4120-441.48-02	JAN '21 USE TAX	CHECK #:	103	42.04
1049-4445-JBG2		000852		00	02/18/2021	501-4130-441.48-02	JAN '21 USE TAX	CHECK #:	103	29.13
1049-Y7FK-2482		000856		00	02/18/2021	501-4130-441.48-02	JAN '21 SALES/USE TAX	CHECK #:	103	10.94
1049-Y7FK-2482		000857		00	02/18/2021	501-4140-441.48-02	JAN '21 SALES/USE TAX	CHECK #:	103	4.57
1049-AAG6-8A67		000849		00	02/18/2021	551-0000-207.20-00	JAN '21 SALES TAX	CHECK #:	103	43.10
1049-Y7FK-2482		000859		00	02/18/2021	603-3150-431.48-02	JAN '21 SALES/USE TAX	CHECK #:	103	131.43
1049-4445-JBG2		000853		00	02/18/2021	604-1320-413.48-02	JAN '21 USE TAX	CHECK #:	103	589.77
1049-Y7FK-2482		000858		00	02/18/2021	604-1320-413.48-02	JAN '21 SALES/USE TAX	CHECK #:	103	10.93
							VENDOR TOTAL *		.00	47,424.20
0001446	00	KMEA EMP #1 OPERATING ACCT								
EMP1-GD-2021-01000543				00	02/19/2021	501-0000-351.13-00	MONTHLY BILLING		EFT:	117,030.06-
EMP1-GD-2021-01000542				00	02/19/2021	501-4120-441.41-01	MONTHLY BILLING		EFT:	245,610.41
							VENDOR TOTAL *		.00	128,580.35
0003513	00	KMEA- DOGWOOD								
KMEA-DG-GR-21-3000838				00	02/19/2021	501-4120-441.41-01	MON		EFT:	214,567.54
							VENDOR TOTAL *		.00	214,567.54
0000805	00	KMGA GAS SUPPLY OPERATING FUND								
KMGA-GA-2021-01000847				00	02/19/2021	501-4120-441.41-50	KMGA MEMBERSHIP		EFT:	35.00
							VENDOR TOTAL *		.00	35.00
0004769	00	KRONOS SAASHR, INC								
11722873		000839		00	02/19/2021	602-1340-413.47-05	MONTHLY BILLING		EFT:	1,691.17
							VENDOR TOTAL *		.00	1,691.17
0004949	00	LEGAL RECORD, THE								
L89468		000544		00	02/19/2021	001-7110-471.47-01	HEARING NOTICE		EFT:	23.28
							VENDOR TOTAL *		.00	23.28
0002979	00	LOCHNER, H W INC								
000015767-RPT02PI0113		007053		00	02/15/2021	551-4520-445.31-15	DESIGN SERVICES		EFT:	878.86
							VENDOR TOTAL *		.00	878.86
0000233	00	MAXIMUM LAWN CARE								
15486		000840		00	02/19/2021	001-2110-421.31-15	SNOW REMOVAL		EFT:	1,560.00
							VENDOR TOTAL *		.00	1,560.00
0003579	00	MID-STATES MATERIALS LLC								
101628		000545		00	02/19/2021	521-4230-442.52-12	ROCK		472.50	

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0003579	00	MID-STATES MATERIALS LLC							
101628		000546		00	02/19/2021	531-4330-443.52-12	ROCK	472.50	
							VENDOR TOTAL *	945.00	
0001382	00	MISSION COMMUNICATIONS, LLC							
1048722		000547		00	02/19/2021	531-4320-443.31-15	RENEW ALARM SYSTEM	EFT:	910.80
							VENDOR TOTAL *	.00	910.80
0000132	00	NATIONAL SIGN CO., INC.							
IN-195828		000841		00	02/19/2021	001-3120-431.52-10	SIGN	EFT:	108.00
IN-195899		000847		00	02/19/2021	001-3120-431.52-10	NATIONAL SIGN	EFT:	602.80
IN-195900		000847		00	02/19/2021	001-3120-431.52-10	NATIONAL SIGN	EFT:	344.10
							VENDOR TOTAL *	.00	1,054.90
0000142	00	OLATHE WINWATER WORKS							
157684 00		000548		00	02/19/2021	521-4230-442.52-12	MATERIALS	EFT:	706.00
157271 00		PI0110	007576	00	01/21/2021	521-4230-442.52-12	BULK ORDER SUPPLIES 2021	EFT:	5,255.80
157271 00		PI0111	007577	00	01/21/2021	521-4230-442.52-31	BULK SUPPLIES 2021	EFT:	12,080.00
157641 00		000549		00	02/19/2021	521-4240-442.63-73	MATERIALS	EFT:	66.00
							VENDOR TOTAL *	.00	18,107.80
0000393	00	OLSSON, INC.							
379622		PI0114	007264	00	02/17/2021	130-3130-431.62-19	ENG SRV- PUBLIC IMPRVMNT	EFT:	4,338.33
379622		PI0115	007511	00	02/17/2021	130-3130-431.62-19	ENG SRV-	EFT:	9,469.29
							VENDOR TOTAL *	.00	13,807.62
0003125	00	PHOENIX FIRE SYSTEMS							
301987		000847		00	02/19/2021	603-3150-431.31-15	FIRE ALARM INSPECTIONS	EFT:	742.50
							VENDOR TOTAL *	.00	742.50
0004624	00	POWER ENGINEERS, INC							
395032		000842		00	02/19/2021	501-4140-441.62-15	ENG CONSULTING	EFT:	952.95
							VENDOR TOTAL *	.00	952.95
0004625	00	RENAISSANCE INFRASTRUCTURE CONSULT							
21-0052		PI0108	007538	00	01/29/2021	403-3130-431.62-17	CONSULTING SERVICE	EFT:	2,700.00
21-0052		PI0107	007537	00	01/29/2021	403-4330-443.62-10	CONSULTING SERVICE	EFT:	3,431.84
21-0051		PI0109	007541	00	01/29/2021	403-4330-443.62-10	CONSULTING SERVICE	EFT:	7,677.56
							VENDOR TOTAL *	.00	13,809.40
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000552		00	02/16/2021	001-1120-411.52-20	STAPLS7322502821000001	EFT:	127.64
01/2021		000553		00	02/16/2021	001-1120-411.52-20	STAPLS7322502821000002	EFT:	18.99
01/2021		000551		00	02/16/2021	001-1130-411.31-15	CANVA 02929-0726093	EFT:	12.95
01/2021		000554		00	02/16/2021	001-1140-411.47-04	USPS PO 2842330145	EFT:	1.80
01/2021		000555		00	02/16/2021	001-1140-411.47-04	USPS PO 2842330145	EFT:	1.60
01/2021		000556		00	02/16/2021	001-1140-411.52-20	OWENS FLOWER SHOP (KEYED)	EFT:	69.90
01/2021		000557		00	02/16/2021	001-1140-411.52-20	STAPLS7321825992000001	EFT:	23.50
01/2021		000559		00	02/16/2021	001-1140-411.52-20	STAPLS7321825992000002	EFT:	4.99
01/2021		000561		00	02/16/2021	001-1150-411.46-02	KS.GOV PAYMENT	EFT:	76.88

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000562		00	02/16/2021	001-1150-411.52-20	STAPLS7323097314000001	EFT:	53.97
01/2021		000563		00	02/16/2021	001-1305-413.46-02	WSU MARKETPLACE	EFT:	75.00
01/2021		000564		00	02/16/2021	001-1310-413.52-20	AMZN MKTP US NM6IF3AO3	EFT:	39.96
01/2021		000565		00	02/16/2021	001-1310-413.46-02	GOVERNMENT FINANCE OFFIC	EFT:	150.00
01/2021		000572		00	02/16/2021	001-2110-421.47-04	THE UPS STORE 5784	EFT:	24.88
01/2021		000582		00	02/16/2021	001-2110-421.47-04	THE UPS STORE 5784	EFT:	11.60
01/2021		000583		00	02/16/2021	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	65.65-
01/2021		000584		00	02/16/2021	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	65.65
01/2021		000585		00	02/16/2021	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	65.65
01/2021		000586		00	02/16/2021	001-2110-421.46-02	MID-STATES ORGANIZED CRIM	EFT:	200.00
01/2021		000587		00	02/16/2021	001-2110-421.52-20	FLAGSOURCE UNLIMITED	EFT:	326.50
01/2021		000593		00	02/16/2021	001-2110-421.46-01	CALIBRE PRESS	EFT:	119.00
01/2021		000594		00	02/16/2021	001-2110-421.46-01	CALIBRE PRESS	EFT:	119.00
01/2021		000596		00	02/16/2021	001-2110-421.52-20	NATIONS PHOTO LAB	EFT:	41.35
01/2021		000597		00	02/16/2021	001-2110-421.52-20	NATIONS PHOTO LAB	EFT:	312.50
01/2021		000598		00	02/16/2021	001-2110-421.46-01	AMZN MKTP US IM8EI3SO3	EFT:	158.97
01/2021		000600		00	02/16/2021	001-2110-421.52-20	AMAZON.COM Y93E266Y3 AMZN	EFT:	18.98
01/2021		000605		00	02/16/2021	001-2110-421.47-02	POCKETPRESS	EFT:	98.40
01/2021		000573		00	02/16/2021	001-2120-421.52-20	DXE MEDICAL INC	EFT:	229.87
01/2021		000574		00	02/16/2021	001-2120-421.52-20	DXE MEDICAL INC	EFT:	349.98
01/2021		000575		00	02/16/2021	001-2120-421.46-01	PAYPAL POLICE RECO	EFT:	149.00
01/2021		000576		00	02/16/2021	001-2120-421.52-20	DXE MEDICAL INC	EFT:	19.90-
01/2021		000577		00	02/16/2021	001-2120-421.46-01	PAYPAL POLICE RECO	EFT:	149.00
01/2021		000578		00	02/16/2021	001-2120-421.46-01	EVENTCOMBOUS FIRSTRESP	EFT:	208.56
01/2021		000579		00	02/16/2021	001-2120-421.43-05	TIREHUB - 000 - ONLINE	EFT:	430.17
01/2021		000580		00	02/16/2021	001-2120-421.52-20	TRAILS WEST ACE HDWE	EFT:	3.98
01/2021		000581		00	02/16/2021	001-2120-421.52-20	TRAILS WEST ACE HDWE	EFT:	4.78
01/2021		000588		00	02/16/2021	001-2120-421.46-01	COURSANA	EFT:	149.00
01/2021		000589		00	02/16/2021	001-2120-421.43-05	TRAILS WEST ACE HDWE	EFT:	.47
01/2021		000590		00	02/16/2021	001-2120-421.46-01	SP ASP INC	EFT:	25.00-
01/2021		000591		00	02/16/2021	001-2120-421.46-01	STREETCOP	EFT:	598.00
01/2021		000592		00	02/16/2021	001-2120-421.43-05	AMAZON.COM 7I5L24WG3 AMZN	EFT:	27.24
01/2021		000595		00	02/16/2021	001-2120-421.43-05	AMZN MKTP US P56A278E3	EFT:	47.00
01/2021		000599		00	02/16/2021	001-2120-421.53-02	AFI LLC	EFT:	780.00
01/2021		000604		00	02/16/2021	001-2120-421.53-02	WINTERWALKING.COM	EFT:	223.03
01/2021		000606		00	02/16/2021	001-2120-421.52-20	AMAZON.COM 972D38VN3	EFT:	28.71
01/2021		000607		00	02/16/2021	001-2120-421.46-01	HOMEFRONT	EFT:	75.00
01/2021		000608		00	02/16/2021	001-2120-421.46-01	HOMEFRONT	EFT:	75.00
01/2021		000609		00	02/16/2021	001-2120-421.46-01	COURSANA	EFT:	149.00
01/2021		000610		00	02/16/2021	001-2120-421.46-01	COURSANA	EFT:	149.00
01/2021		000624		00	02/16/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	64.33
01/2021		000625		00	02/16/2021	001-3116-431.52-02	NORTHERN TOOL EQUIP	EFT:	328.98
01/2021		000614		00	02/16/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	69.10
01/2021		000615		00	02/16/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	35.97-
01/2021		000616		00	02/16/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	35.97
01/2021		000617		00	02/16/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	35.97
01/2021		000618		00	02/16/2021	001-3120-431.52-20	CHINA TASTE	EFT:	45.00
01/2021		000619		00	02/16/2021	001-3120-431.52-09	OREILLY AUTO PARTS 354	EFT:	25.18
01/2021		000620		00	02/16/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	99.98

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000621		00	02/16/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	499.99
01/2021		000628		00	02/16/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	101.11
01/2021		000636		00	02/16/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	20.39
01/2021		000639		00	02/16/2021	001-3120-431.52-04	ORSCHELN FARM AND HOME ST	EFT:	109.98
01/2021		000640		00	02/16/2021	001-3120-431.52-16	MIDWEST TRUCK EQUIPMENT	EFT:	1,182.00
01/2021		000641		00	02/16/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	471.72
01/2021		000642		00	02/16/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	35.94-
01/2021		000643		00	02/16/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	35.94
01/2021		000644		00	02/16/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	35.94
01/2021		000645		00	02/16/2021	001-3120-431.52-16	THE HOME DEPOT #2218	EFT:	52.96
01/2021		000648		00	02/16/2021	001-3120-431.52-10	TRAILS WEST ACE HDWE	EFT:	19.17
01/2021		000649		00	02/16/2021	001-3120-431.52-02	THE HOME DEPOT #2218	EFT:	24.97
01/2021		000650		00	02/16/2021	001-3120-431.52-20	CHINA TASTE	EFT:	102.65
01/2021		000651		00	02/16/2021	001-3120-431.52-16	TRAILS WEST ACE HDWE	EFT:	47.97
01/2021		000652		00	02/16/2021	001-3120-431.52-16	CONSTRUCTION MATERIALS	EFT:	52.98
01/2021		000653		00	02/16/2021	001-3120-431.52-16	CONSTRUCTION MATERIALS	EFT:	86.97
01/2021		000654		00	02/16/2021	001-3120-431.52-02	THE HOME DEPOT #2218	EFT:	42.93
01/2021		000659		00	02/16/2021	001-3120-431.53-02	NGROS WSTRN STR#2 INC	EFT:	349.99
01/2021		000611		00	02/16/2021	001-3130-431.52-20	AMZN MKTP US OW1ML4VO3	EFT:	9.95
01/2021		000612		00	02/16/2021	001-3130-431.52-20	STAPLS7321985800000001	EFT:	96.60
01/2021		000613		00	02/16/2021	001-3130-431.52-04	WINTERS AUTOMOTIVE & TRAN	EFT:	1,648.83
01/2021		000660		00	02/16/2021	001-3130-431.31-15	FIRST POINT URGENT CARE G	EFT:	109.00
01/2021		000747		00	02/16/2021	001-6105-461.52-20	STAPLES DIRECT	EFT:	113.47
01/2021		000748		00	02/16/2021	001-6105-461.52-20	AMAZON.COM BI17D1QI3	EFT:	9.99
01/2021		000749		00	02/16/2021	001-6105-461.52-20	STAPLES DIRECT	EFT:	17.99
01/2021		000750		00	02/16/2021	001-6105-461.52-20	TARGET 00019430	EFT:	49.99
01/2021		000751		00	02/16/2021	001-6105-461.46-01	NRPA OPERATING	EFT:	65.00
01/2021		000756		00	02/16/2021	001-6105-461.46-02	AMAZON PRIME 440ZB25C3	EFT:	12.99
01/2021		000769		00	02/16/2021	001-6105-461.52-20	AMAZON.COM AP8274523	EFT:	7.49
01/2021		000745		00	02/16/2021	001-6110-461.54-51	0610 AMC STUDIO 28 - KC	EFT:	594.00
01/2021		000746		00	02/16/2021	001-6110-461.54-51	FACEBK 4FB2QWSNA2	EFT:	5.00
01/2021		000759		00	02/16/2021	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2021		000760		00	02/16/2021	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2021		000761		00	02/16/2021	001-6110-461.54-51	DNH GODADDY.COM EUROPE	EFT:	57.04
01/2021		000762		00	02/16/2021	001-6110-461.54-51	DNH GODADDY.COM EUROPE	EFT:	91.94
01/2021		000764		00	02/16/2021	001-6110-461.54-51	FUN EXPRESS	EFT:	101.35
01/2021		000765		00	02/16/2021	001-6110-461.54-51	FUN EXPRESS	EFT:	71.57
01/2021		000766		00	02/16/2021	001-6110-461.54-51	FUN EXPRESS	EFT:	13.94
01/2021		000767		00	02/16/2021	001-6110-461.54-51	FUN EXPRESS	EFT:	31.80
01/2021		000768		00	02/16/2021	001-6110-461.54-51	OTC BRANDS INC	EFT:	11.76
01/2021		000770		00	02/16/2021	001-6110-461.54-51	AMZN MKTP US FZ1FI2ZC3	EFT:	151.32
01/2021		000771		00	02/16/2021	001-6110-461.54-51	TARGET 00017574	EFT:	6.07
01/2021		000772		00	02/16/2021	001-6110-461.54-51	AMAZON.COM IN87Y43Y3 AMZN	EFT:	5.00
01/2021		000792		00	02/16/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	59.94
01/2021		000794		00	02/16/2021	001-6110-461.54-51	THE HOME DEPOT 2218	EFT:	95.30
01/2021		000754		00	02/16/2021	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
01/2021		000755		00	02/16/2021	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	93.87
01/2021		000773		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	69.53
01/2021		000774		00	02/16/2021	001-6120-461.52-01	CONSTRUCTION MATERIALS	EFT:	24.96

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000775		00	02/16/2021	001-6120-461.52-01	OREILLY AUTO PARTS 354	EFT:	29.99
01/2021		000776		00	02/16/2021	001-6120-461.43-02	AUTOZONE #3781	EFT:	45.28
01/2021		000777		00	02/16/2021	001-6120-461.52-01	THE HOME DEPOT 2218	EFT:	331.00
01/2021		000778		00	02/16/2021	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	50.59
01/2021		000779		00	02/16/2021	001-6120-461.52-01	OREILLY AUTO PARTS 354	EFT:	23.97
01/2021		000780		00	02/16/2021	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	10.99
01/2021		000781		00	02/16/2021	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	35.00
01/2021		000782		00	02/16/2021	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	44.99
01/2021		000783		00	02/16/2021	001-6120-461.52-01	HERITAGE TRACTOR OLATHE	EFT:	21.37
01/2021		000784		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	15.48
01/2021		000785		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	27.15
01/2021		000786		00	02/16/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	18.95
01/2021		000787		00	02/16/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	56.93
01/2021		000788		00	02/16/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	198.00
01/2021		000789		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	49.94-
01/2021		000790		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	49.94
01/2021		000791		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	49.94
01/2021		000793		00	02/16/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	67.32
01/2021		000795		00	02/16/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	134.94
01/2021		000796		00	02/16/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	189.10
01/2021		000797		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	27.96
01/2021		000798		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	53.98
01/2021		000799		00	02/16/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	176.06
01/2021		000800		00	02/16/2021	001-6120-461.52-01	OREILLY AUTO PARTS 354	EFT:	18.87
01/2021		000801		00	02/16/2021	001-6120-461.52-01	OREILLY AUTO PARTS 354	EFT:	36.98
01/2021		000802		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	14.36
01/2021		000803		00	02/16/2021	001-6120-461.52-01	HERITAGE TRACTOR OLATHE	EFT:	363.29
01/2021		000804		00	02/16/2021	001-6120-461.52-01	OREILLY AUTO PARTS 354	EFT:	7.99
01/2021		000805		00	02/16/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	7.18
01/2021		000806		00	02/16/2021	001-6120-461.53-02	SHERWIN WILLIAMS 707568	EFT:	71.80
01/2021		000807		00	02/16/2021	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	212.84
01/2021		000753		00	02/16/2021	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
01/2021		000757		00	02/16/2021	001-6130-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2021		000758		00	02/16/2021	001-6130-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2021		000763		00	02/16/2021	001-6130-461.52-20	DNH GODADDY.COM EUROPE	EFT:	91.94
01/2021		000808		00	02/16/2021	001-7110-471.52-20	STAPLS7321973717000001	EFT:	76.63
01/2021		000809		00	02/16/2021	001-7110-471.52-20	STAPLS7321973717000003	EFT:	156.94
01/2021		000810		00	02/16/2021	001-7110-471.52-20	STAPLS7321973717000002	EFT:	10.39
01/2021		000626		00	02/16/2021	001-7120-471.43-05	OREILLY AUTO PARTS 354	EFT:	3.45
01/2021		000635		00	02/16/2021	001-7120-471.43-05	BIG O 16001 - GARDNER	EFT:	737.95
01/2021		000811		00	02/16/2021	001-7120-471.46-02	INTL CODE COUNCIL INC	EFT:	341.56
01/2021		000666		00	02/16/2021	501-4110-441.43-05	TRAILS WEST CAR WASH	EFT:	2.76
01/2021		000667		00	02/16/2021	501-4110-441.52-20	AMZN MKTP US 2O7NT69Z3	EFT:	9.99
01/2021		000668		00	02/16/2021	501-4110-441.52-20	BARNES&NOBLE.COM-BN	EFT:	19.15
01/2021		000670		00	02/16/2021	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
01/2021		000671		00	02/16/2021	501-4110-441.43-05	GO CARWASH KS-120 GARDNE	EFT:	21.00
01/2021		000672		00	02/16/2021	501-4110-441.52-20	STAPLS7322013042000001	EFT:	172.25
01/2021		000673		00	02/16/2021	501-4110-441.52-20	AMAZON.COM 6T3PD7RH3 AMZN	EFT:	20.11
01/2021		000677		00	02/16/2021	501-4110-441.52-20	STAPLS7323458675000001	EFT:	20.65

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000678		00	02/16/2021	501-4110-441.52-20	STAPLS7323459980000001	EFT:	19.20
01/2021		000679		00	02/16/2021	501-4110-441.52-20	STAPLS7323459980000002	EFT:	10.64
01/2021		000676		00	02/16/2021	501-4120-441.52-09	PHILLIPS 66 - MINIT MART	EFT:	46.13
01/2021		000680		00	02/16/2021	501-4120-441.43-05	1A AUTO INC.	EFT:	218.90
01/2021		000669		00	02/16/2021	501-4130-441.52-20	STAPLS7321648928000001	EFT:	20.24
01/2021		000681		00	02/16/2021	501-4130-441.53-02	DESIGN 4 SPORTS	EFT:	37.15
01/2021		000682		00	02/16/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	73.42
01/2021		000684		00	02/16/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	220.26
01/2021		000685		00	02/16/2021	501-4130-441.53-02	YOUNGSTOWN GLOVE CO LLC	EFT:	350.00
01/2021		000686		00	02/16/2021	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	13.54
01/2021		000687		00	02/16/2021	501-4130-441.46-01	MARC	EFT:	168.00
01/2021		000688		00	02/16/2021	501-4130-441.52-12	THE HOME DEPOT 2201	EFT:	80.95
01/2021		000689		00	02/16/2021	501-4130-441.52-12	AMZN MKTP US 582WY5473	EFT:	99.99
01/2021		000690		00	02/16/2021	501-4130-441.52-12	AMZN MKTP US 2W8J718G0	EFT:	28.99
01/2021		000691		00	02/16/2021	501-4130-441.52-12	WAL-MART #5307	EFT:	7.53
01/2021		000692		00	02/16/2021	501-4130-441.52-12	AMZN MKTP US GA57Z6EB3	EFT:	11.99
01/2021		000693		00	02/16/2021	501-4130-441.52-04	TOMPKINS INDUSTRIES- INC	EFT:	114.55
01/2021		000694		00	02/16/2021	501-4130-441.52-12	AMZN MKTP US FH20F0733	EFT:	6.99
01/2021		000695		00	02/16/2021	501-4130-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	95.52
01/2021		000696		00	02/16/2021	501-4130-441.52-04	TOMPKINS INDUSTRIES- INC	EFT:	155.68
01/2021		000697		00	02/16/2021	501-4130-441.52-04	TOMPKINS INDUSTRIES- INC	EFT:	324.41
01/2021		000698		00	02/16/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	76.71
01/2021		000699		00	02/16/2021	501-4130-441.52-04	OLATHE FREIGHTLINER SALE	EFT:	100.64
01/2021		000700		00	02/16/2021	501-4130-441.52-02	THE HOME DEPOT 2218	EFT:	446.63
01/2021		000701		00	02/16/2021	501-4130-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	187.20
01/2021		000702		00	02/16/2021	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	20.34
01/2021		000703		00	02/16/2021	521-4220-442.52-04	TRAILS WEST ACE HDWE	EFT:	21.84-
01/2021		000704		00	02/16/2021	521-4220-442.52-04	TRAILS WEST ACE HDWE	EFT:	19.95
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01/2021		000706		00	02/16/2021	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	79.93
01/2021		000707		00	02/16/2021	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	37.84-
01/2021		000708		00	02/16/2021	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	37.84
01/2021		000709		00	02/16/2021	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	37.84
01/2021		000710		00	02/16/2021	521-4220-442.46-01	MARC	EFT:	218.00
01/2021		000711		00	02/16/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	11.37
01/2021		000712		00	02/16/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	11.40
01/2021		000713		00	02/16/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	22.80
01/2021		000714		00	02/16/2021	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	35.86
01/2021		000715		00	02/16/2021	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	3.25
01/2021		000622		00	02/16/2021	521-4230-442.43-05	BIG O 16001 - GARDNER	EFT:	347.98
01/2021		000627		00	02/16/2021	521-4230-442.43-02	OREILLY AUTO PARTS 354	EFT:	21.94
01/2021		000629		00	02/16/2021	521-4230-442.43-02	OREILLY AUTO PARTS 354	EFT:	69.12
01/2021		000632		00	02/16/2021	521-4230-442.43-02	OREILLY AUTO PARTS 354	EFT:	39.40
01/2021		000633		00	02/16/2021	521-4230-442.52-04	OREILLY AUTO PARTS 354	EFT:	22.48
01/2021		000637		00	02/16/2021	521-4230-442.43-02	OREILLY AUTO PARTS 354	EFT:	3.45
01/2021		000638		00	02/16/2021	521-4230-442.43-02	OREILLY AUTO PARTS 354	EFT:	12.47
01/2021		000674		00	02/16/2021	521-4230-442.52-12	AMZN MKTP US RV46T8SY3	EFT:	47.59
01/2021		000716		00	02/16/2021	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	30.57
01/2021		000717		00	02/16/2021	521-4230-442.52-20	WAL-MART #5307	EFT:	5.77

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000718		00	02/16/2021	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	199.99
01/2021		000719		00	02/16/2021	521-4230-442.46-01	MARC	EFT:	84.00
01/2021		000723		00	02/16/2021	521-4230-442.52-04	OREILLY AUTO PARTS 354	EFT:	56.94
01/2021		000683		00	02/16/2021	531-4320-443.53-02	NGROS WSTRN STR#2 INC	EFT:	425.00
01/2021		000725		00	02/16/2021	531-4320-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	79.99
01/2021		000726		00	02/16/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	8.36
01/2021		000727		00	02/16/2021	531-4320-443.52-01	HARBOR FREIGHT TOOLS 186	EFT:	39.98
01/2021		000728		00	02/16/2021	531-4320-443.52-01	HARBOR FREIGHT TOOLS 619	EFT:	110.94
01/2021		000729		00	02/16/2021	531-4320-443.52-02	BEAVER DRILL & TOOL CO.	EFT:	252.75
01/2021		000730		00	02/16/2021	531-4320-443.52-05	TOMPKINS INDUSTRIES- INC	EFT:	35.96
01/2021		000731		00	02/16/2021	531-4320-443.52-02	NGROS WSTRN STR#2 INC	EFT:	2,500.00
01/2021		000732		00	02/16/2021	531-4320-443.52-02	THE HOME DEPOT 2218	EFT:	898.00
01/2021		000733		00	02/16/2021	531-4320-443.52-12	IN INDUSTRIAL PROCESS SY	EFT:	791.62
01/2021		000734		00	02/16/2021	531-4320-443.52-02	TRAILS WEST ACE HDWE	EFT:	23.98
01/2021		000735		00	02/16/2021	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	11.98
01/2021		000736		00	02/16/2021	531-4320-443.52-02	THE HOME DEPOT #2218	EFT:	27.98
01/2021		000737		00	02/16/2021	531-4320-443.52-01	OREILLY AUTO PARTS 354	EFT:	58.76
01/2021		000738		00	02/16/2021	531-4320-443.52-02	AMZN MKTP US LA8J87A23	EFT:	86.98
01/2021		000739		00	02/16/2021	531-4320-443.52-02	AMZN MKTP US VG3IK74P3	EFT:	39.87
01/2021		000740		00	02/16/2021	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	22.95
01/2021		000741		00	02/16/2021	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	70.45
01/2021		000742		00	02/16/2021	531-4320-443.52-20	AMZN MKTP US XN9B92XA3	EFT:	131.77
01/2021		000743		00	02/16/2021	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	11.99
01/2021		000623		00	02/16/2021	531-4330-443.43-05	BIG O 16001 - GARDNER	EFT:	347.98
01/2021		000630		00	02/16/2021	531-4330-443.43-02	OREILLY AUTO PARTS 354	EFT:	69.12
01/2021		000631		00	02/16/2021	531-4330-443.43-02	OREILLY AUTO PARTS 354	EFT:	37.24
01/2021		000634		00	02/16/2021	531-4330-443.52-04	OREILLY AUTO PARTS 354	EFT:	22.49
01/2021		000675		00	02/16/2021	531-4330-443.52-12	AMZN MKTP US RV46T8SY3	EFT:	47.60
01/2021		000720		00	02/16/2021	531-4330-443.46-01	MARC	EFT:	84.00
01/2021		000721		00	02/16/2021	531-4330-443.52-20	TRAILS WEST ACE HDWE	EFT:	12.99
01/2021		000722		00	02/16/2021	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	45.95
01/2021		000724		00	02/16/2021	531-4330-443.52-04	OREILLY AUTO PARTS 354	EFT:	56.94
01/2021		000646		00	02/16/2021	551-4520-445.43-01	NORTHERN TOOL EQUIP	EFT:	340.91
01/2021		000647		00	02/16/2021	551-4520-445.52-20	THE HOME DEPOT 2218	EFT:	358.00
01/2021		000655		00	02/16/2021	551-4520-445.52-20	ORSCHELN FARM AND HOME ST	EFT:	45.94
01/2021		000656		00	02/16/2021	551-4520-445.52-20	THE HOME DEPOT #2218	EFT:	399.00
01/2021		000657		00	02/16/2021	551-4520-445.52-20	ORSCHELN FARM AND HOME ST	EFT:	34.98
01/2021		000658		00	02/16/2021	551-4520-445.52-20	ORSCHELN FARM AND HOME ST	EFT:	9.99
01/2021		000744		00	02/16/2021	551-4520-445.43-02	DOUBLE CHECK COMPANY INC	EFT:	201.97
01/2021		000558		00	02/16/2021	601-1230-412.52-20	STAPLS7321825992000001	EFT:	24.55
01/2021		000560		00	02/16/2021	601-1230-412.31-15	NOWCARE - BILLING	EFT:	55.00
01/2021		000601		00	02/16/2021	601-1230-412.31-15	HEALTH GAUGE	EFT:	80.00
01/2021		000602		00	02/16/2021	601-1230-412.31-15	HEALTH GAUGE	EFT:	80.00
01/2021		000603		00	02/16/2021	601-1230-412.31-15	HEALTH GAUGE	EFT:	80.00
01/2021		000570		00	02/16/2021	602-1340-413.52-20	AMAZON.COM 5T1OR3483	EFT:	235.75
01/2021		000571		00	02/16/2021	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	.98
01/2021		000661		00	02/16/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	14.17
01/2021		000662		00	02/16/2021	603-3150-431.52-01	REEVES WIEDEMAN - OLATHE	EFT:	74.85
01/2021		000663		00	02/16/2021	603-3150-431.52-01	BATTERIES+BULBS #259	EFT:	128.70

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
0004830	00	SECURITY BANKCARD CENTER							
01/2021		000664		00	02/16/2021	603-3150-431.52-01	CES 491	EFT:	30.49
01/2021		000665		00	02/16/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	14.99
01/2021		000566		00	02/16/2021	604-1320-413.52-20	STAPLS7321577130000001	EFT:	286.31
01/2021		000567		00	02/16/2021	604-1320-413.52-20	STAPLS7322831640000001	EFT:	35.19
01/2021		000568		00	02/16/2021	604-1320-413.52-20	STAPLS7323359101000001	EFT:	41.33
01/2021		000569		00	02/16/2021	604-1320-413.47-04	USPS PO 1933770514	EFT:	14.50
01/2021		000752		00	02/16/2021	702-6110-461.54-52	TRIBUTE STORE	EFT:	108.89
							VENDOR TOTAL *	.00	31,890.09
0004785	00	SUMNERONE, INC							
2774684		000843		00	02/19/2021	501-4110-441.43-02	MONTHLY BILLING	EFT:	101.81
							VENDOR TOTAL *	.00	101.81
0004482	00	SUPERION, LLC							
307283		000847		00	02/19/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	114.83
							VENDOR TOTAL *	.00	114.83
0005075	00	TEMP-CON							
141666		PI0119	007591	00	01/28/2001	001-2120-421.43-01	REPAIR & REPLACE HVAC	7,292.92	
							VENDOR TOTAL *	7,292.92	
0002055	00	TG TECHNICAL SERVICES							
20713		000844		00	02/19/2021	531-4330-443.43-02	CALIBRATION OF GAS MONITR	EFT:	180.00
							VENDOR TOTAL *	.00	180.00
0099999	00	TURNEY, MICHAEL							
000043385		UT		00	02/15/2021	501-0000-229.00-00	FINAL BILL REFUND	38.97	
							VENDOR TOTAL *	38.97	
0001126	00	VALIDITY SCREENING SOLUTIONS							
199430		000845		00	02/19/2021	001-1140-411.31-15	I-9	EFT:	54.00
199430		000846		00	02/19/2021	601-1230-412.31-15	EMPLOYMENT VERIFICATION	EFT:	583.51
							VENDOR TOTAL *	.00	637.51
							HAND ISSUED TOTAL ***		47,424.20
							EFT/EPAY TOTAL ***		501,056.89
							TOTAL EXPENDITURES ****	31,529.93	548,481.09
							GRAND TOTAL **********		580,011.02

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: MARCH 1, 2021

STAFF CONTACT: JASON BRUCE, PARKS AND RECREATION DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Enright Lawns for annual mowing of Parks and Recreation areas

Strategic Priority: Infrastructure
Asset Management

Department: Parks and Recreation

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Enright Lawns in the amount of $27,390.00 for annual mowing of Parks and Recreation areas.

Background/Description of Item:
Each year, the Parks and Recreation Department obtains quotes for mowing and trimming of various city trails, parks and common areas. To free staff to perform needed park and field maintenance through the active summer months, this work has been contracted out for the past several years.

Mowing and trimming of certain parks, facilities and arterial greenways will be done in a 7-day rotation, unless otherwise specified. Staff estimates that 30 mowings will be needed for the season. The actual number of mowings may be adjusted to the budgeted amount, to the length of the mowing season, or the rate of vegetative growth.

Proposals were sent out to four local mowing contractors to mow these areas for a period of one season. Two proposals were received on February 12. The tabulation of those two bids received is listed below.

Vendor	Contract Total
Enright Lawns	$27,390.00
A-1 Excavating	$34,320.00

Financial Impact:
Funding for this contract is available in the 2021 Parks and Recreation budget.

Attachments:
- Enright Contract

Suggested Motion:
Authorize the City Administrator to execute a contract with Enright Lawns for annual mowing of Parks and Recreation areas in the amount of $27,390.00.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this 10th day of February, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Enright Lawns, [hereinafter referred to as "Contractor"].

RECITALS

WHEREAS, Contractor represents that it is a duly qualified Professional Mowing Company, experienced in Mowing, Trimming and Brush Hog Mowing and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for 2021 Parks, Facilities and Arterial Greenway Mowing and Trimming.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from April 1, 2021 to November 30, 2021 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Contractor.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 10.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Contractor the reasonable value of Services rendered by Contractor prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the Services required by this Agreement. In this regard, Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Contractor. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Parks and Recreation Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

3.1 Contractor's Specified Services. The Scope of Services to be performed by Contractor under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.

3.2 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release of liability. If City determines that any of Contractor's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

3.3.1 Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.

3.3.2 With respect to this Agreement, the Contractor shall employ the following key personnel: Professional mowers

3.3.3 In the event that any of Contractor personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or

other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

3.3.4 The Contractor shall designate Don Enright as Principal (name/contact info) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

3.3.5 City shall designate Jason Bruce (913-856-0936 or jbruce@gardnerkansas.gov) as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Contractor pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

5.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to Jason Bruce, Gardner Parks and Recreation at 120 E. Main, Gardner, KS 66030 and/or jbruce@gardnerkansas.gov .

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor

shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

7.0 Insurance.

7.1 The Contractor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:

(a) Workers' Compensation - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing for the statutory limits under the Kansas Workers Compensation Act;

(b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and

(c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

(d) Professional Liability - The Contractor/Consultant shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount not less than Five Hundred Thousand Dollars ($ 500,000.00), and shall provide the City with certification thereof.

7.2 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

1) Is licensed to do business in the State of Kansas;
2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

7.4 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

7.5 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

8.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or

that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030.

10.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

12.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

13.0 Compliance with Laws.

13.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

13.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statues of Kansas, and shall be filed prior to the formal execution of the

Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

14.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Contractor/Consultant of its primary responsibility for the quality and performance of such Services.

15.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

16.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:
Attn: Jason Bruce
Gardner Parks and Recreation
120 E. Main
Gardner, KS 66030

To Contractor:
TBA

17.0 Amendments.

17.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

17.2 This document may be amended only by written instrument, signed by both City and Contractor.

18.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

19.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

20.0 Negotiations.

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

21.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

22.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

24.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

CITY OF GARDNER, KANSAS	CONTRACTOR
	Dorothy E. Enright
City Administrator	Its Authorized Agent

ATTEST:

_____

City Clerk

EXHIBIT A - SCOPE OF SERVICES

2021 Parks, Facilities and Arterial Greenway Mowing & Trimming
City of Gardner Parks and Recreation Department

Scope of Service: Mowing and trimming of certain Parks, Facilities and Arterial Greenways will be done in a seven (7) day rotation unless otherwise specified. **All areas to be mowed and trimmed are highlighted on the attached map.**

Mower/Blower Discharge: Special care shall be taken to blow debris away from all streets, trees, tree wells, etc. Any mower discharge in the curb line, pathway and/or street shall be dispersed, when dry, by using a power mower, broom or other method. **Any area will not be considered completed until this has been done.** Grass clippings in curb lines shall not be blown into the street.

Time Schedule: All areas are to be maintained on a seven (7)-calendar day rotation, unless otherwise specified or contractor is notified otherwise. It is estimated that 30 mowings will be required for each season, unless otherwise specified. The actual number of mowings and sections may be adjusted to the budgeted amount, to the length of mowing season, the rate of vegetative growth or as dictated by the City's representative. The first mowing shall occur the first of April, as needed, and the last mowing shall occur in October or November, as directed by the City's representative. Maintaining a mowed turf height of **3 ½ inches** is the standard of care desired. The city will only be billed for the actual number of mowings completed and invoicing must show unit pricing by section.

Trimming: Trimming shall be defined as the removal or cutting of all the vegetation adjacent to signs, light poles, sidewalks, trees, curb lines, utility boxes, fences, etc., or in areas a mower cannot cut, to produce a neat, finished result. Special attention shall be taken when working around trees, planters, signs, and roadway markers so as not to cause damage with any equipment, including string trimmers. All vegetation extending over the curb shall be cut back to the inside of the curb. When using a string trimmer, care shall be taken to be sure that debris is not thrown into the street or in the tree wells. Grass will be taken to a **3 ½ inch height**, not taken down to bare ground. Where applicable, string trim the concrete ends of islands, around signs, in cracks, at street-curb line, sidewalks, etc., or anywhere along the street-curb interface where growth occurs. All trimming is to be completed in conjunction with mowing. **Any area will not be considered completed until this has been done.**

Mowing Routes and Locations:

7-Day Rotation (REFER TO ATTACHED MAP FOR LOCATIONS – ALL AREAS TO BE MOWED AND TRIMMED WITHIN R.O.W. &/or PEDESTRIAN EASEMENTS ONLY)

Street: West Madison Street **(SECTION 1)**
Sides: North Side – East property line of Madison Elementary to Poplar Street
North Side – Along open field between Poplar Street and Locust Street
South Side– South Center Street to Waverly Road
Bethel Berm – City property on south side of Madison just east of N. Pine St.
Street: W. Madison St.
Location: Kill Creek Trail from W. 172nd. Terrace to the NW trail head

Street: North Center **(SECTION 2)**
Sides: West Side – 167th Street to McKinley Street

Street: South Center and 183rd Street **(SECTION 3)**
Sides: East Side – Grand Street to I-35
North Side – South Center Street to South Maple Street

Street: Moonlight Road and East Madison Avenue **(SECTION 4)**
Sides: Moonlight Road – West side from University Drive to Warren Street
East side Moonlight Rd. between E. Pumpkin Ridge Rd. and Grand St.
East Madison – South side from Greenway Trail east to adjacent property on North Alder Street and along open field from Moonlight to North Evergreen Street
East Madison- North side from Greenway Trail east to first driveway at church
Parma Walkway - From East Madison Avenue to East Colleen Drive
Parma Drive Center Islands – 3 islands west of Moonlight Drive

Street: 440 E Main Street **(SECTION 5)**
Location: Gardner Police Department
Street: 16540 Moonlight Rd.
Location: Gardner Justice Center

Street: 120 East Main Street **(SECTION 6)**
Location: Gardner City Hall, Johnson County Public Library, Parks Maintenance Shop, Senior Building

Street: West Main Street and Circle Drive **(SECTION 7)**
Location: Circle Park and Turnaround at West Santa Fe Street and West Main Street
Street: Santa Fe St
Location: From Pear St. west to Waverly (Trail along north side)

14-Day Rotation (REFER TO ATTACHED MAP FOR LOCATIONS – ALL AREAS TO BE MOWED AND TRIMMED WITHIN R.O.W. &/or PEDESTRIAN EASEMENTS ONLY)

Street: West 167th Street and Pratt Street **(SECTION 8)**
Location: Future Quail Meadows Park West, mow entire field on West end of property and 35 ft. behind houses and along 167th

Street: West 172nd Street and South Baxter Street **(SECTION 9)**
Location: Future St. Johns Park, mow entire field to abutting property

Growth retardants and/or weed killers shall not be used unless prior approval and authorization has been granted by Operations Supervisor and must be performed by Kansas Pesticide Certified Applicator. **Any damage created by contractor within the right-of-way (turf, signs, trees, fences, etc.) will be the contractor's responsibility to correct within the same billing cycle.**

EXHIBIT B - FEES

The undersigned Contractor 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:

Parks, Facilities and Arterial Greenway Item (Area)	**Cost Each Mowing & Trimming**	**Total Cost for Estimated 30 Mowings**
Street: Madison Street (SECTION 1) Sides: North Side – East property line of Madison Elementary to Poplar Street North Side – Along open field between Poplar Street and Locust Street South Side – South Center Street to Waverly Road **Street: W. Madison Street** Location: Kill Creek Trail, from W. 172nd. Terrace to the NW trail head	170.00	5,100.00
Street: North Center (SECTION 2) Sides: West Side – 167th Street to McKinley Street	85.00	2,550.00
Street: South Center (SECTION 3) Sides: East Side – Grand Street to I-35 North Side – South Center Street to South Maple Street	180.00	5,400.00
Street: Moonlight Road and East Madison Ave (SECTION 4) Sides: Moonlight Road - West Side - University Drive to Warren Street East Madison – South side from Greenway Trail east to adjacent property on North Alder Street and along open field from Moonlight to North Evergreen Street East Madison - North side from Greenway Trail east to first driveway at church Parma Walkway - From East Madison Avenue to East Colleen Drive Parma Drive Center Islands – 3 islands west of Moonlight Drive	125.00	3,750.00

Street: 440 E Main Street (SECTION 5) Location: Gardner Police Department **Street: 16540 Moonlight Rd** Location: Gardner Justice Center	165	4,950.00
Street: 120 East Main Street (SECTION 6) Location: Gardner City Hall, Johnson County Public Library, Parks Maintenance Shop, Senior Building	35	1,050.00
Street: West Main Street and Circle Drive (SECTION 7) Location: Circle Park and Turnaround at West Santa Fe Street and West Main Street **Street: Santa Fe St.** Location: From Pear St. west to Waverly (Trail along north side)	75	2,250.00
Future Park Locations Item (Area)	**Cost Each Mowing & Trimming**	**Total Cost for Estimated 15 Mowings**
Street: West 167th Street and Pratt Street (SECTION 8) Location: Future Quail Meadows Park West, mow entire field on West end of property and 35 ft. behind houses and along 167th	90	1,365.00
Street: West 172nd Street and South Baxter St (SECTION 9) Location: Future St. Johns Park, mow entire field to abutting property	65	975.00
Grand Total (Sections 1-9)	----------	27,390.00

TOTAL COST: $ 27,390.00

Payment:
Refer to Section 5.0 of the Agreement for processing information.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider accepting the dedication of right-of-way easement on Main Street

Strategic Priority: Economic Development and Infrastructure Management

Department: Community Development

Staff Recommendation:
Staff recommends that City Council accept the dedication of right-of-way easement on Main Street.

Background/Description:
As part of the development of the property at the northeast corner of Main Street (US-56) and Cedar Street, the City requested that additional right-of-way along US-56 be provided to allow for potential future street widening.

No condemnation of property is necessary for this easement.

Financial Impact:
- None

Attachments Included:
- Right-of-Way Dedication Agreement
- Right-of-Way legal description and Map

Suggested Motion:
Accept the dedication of right-of-way easement on Main Street.

DEDICATION FOR A PUBLIC STREET

THIS AGREEMENT, Made and entered into this _____ day of _____, 202__, by and between _____, a _____, 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:

Freddy's Land, LLC
(Name of LLC, Corporation, Partnership)

By: _____

Printed Name: Randy J. Simon

Title: CEO

Street Address: 260 N. Rock Rd. Suite 260

City, State & Zip: Wichita, KS 67206

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
City Administrator

ATTEST:

_____
City Clerk

(SEAL)

CITY OF GARDNER SEAL KANSAS

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Sedgwick)

BE IT REMEMBERED, that on this 1st day of February 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Randy J. Simon (Name), _____ (Title) of _____, a _____, 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.

Elaine M. Moore
Notary Public

My Appointment Expires:

12/20/2021

NOTARY PUBLIC - State of Kansas
ELAINE M. MOORE
My Appt Expires 12.20.2021

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11th day of Feb, 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.

Morgan Waggoner
Notary Public

My Appointment Expires:

9-7-2022

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

Right-Of-Way Exhibit

Exhibit A

Description

All that part of Lot 1, BLUE VALLEY SUBDIVISION, a subdivision in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southwest corner of said Lot 1; thence North 01°53'27" West, along the West line of said Lot 1, a distance of 10.00 feet; thence North 88°24'06" East, parallel with the South line of said Lot 1, a distance of 120.00 feet; thence South 01°53'27" East, along the Southeast line of said Lot 1, a distance of 10.00 feet to the southernmost Southeast corner thereof; thence South 88°24'06" West, along the South line of said Lot 1, a distance of 120.00 feet to the Point of Beginning, containing 1,200 square feet, more or less.

CHRIS R. SPRAGUE
LICENSED
1632
12-14-2020
KANSAS
PROFESSIONAL SURVEYOR

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

Dec 14, 2020 9:55am
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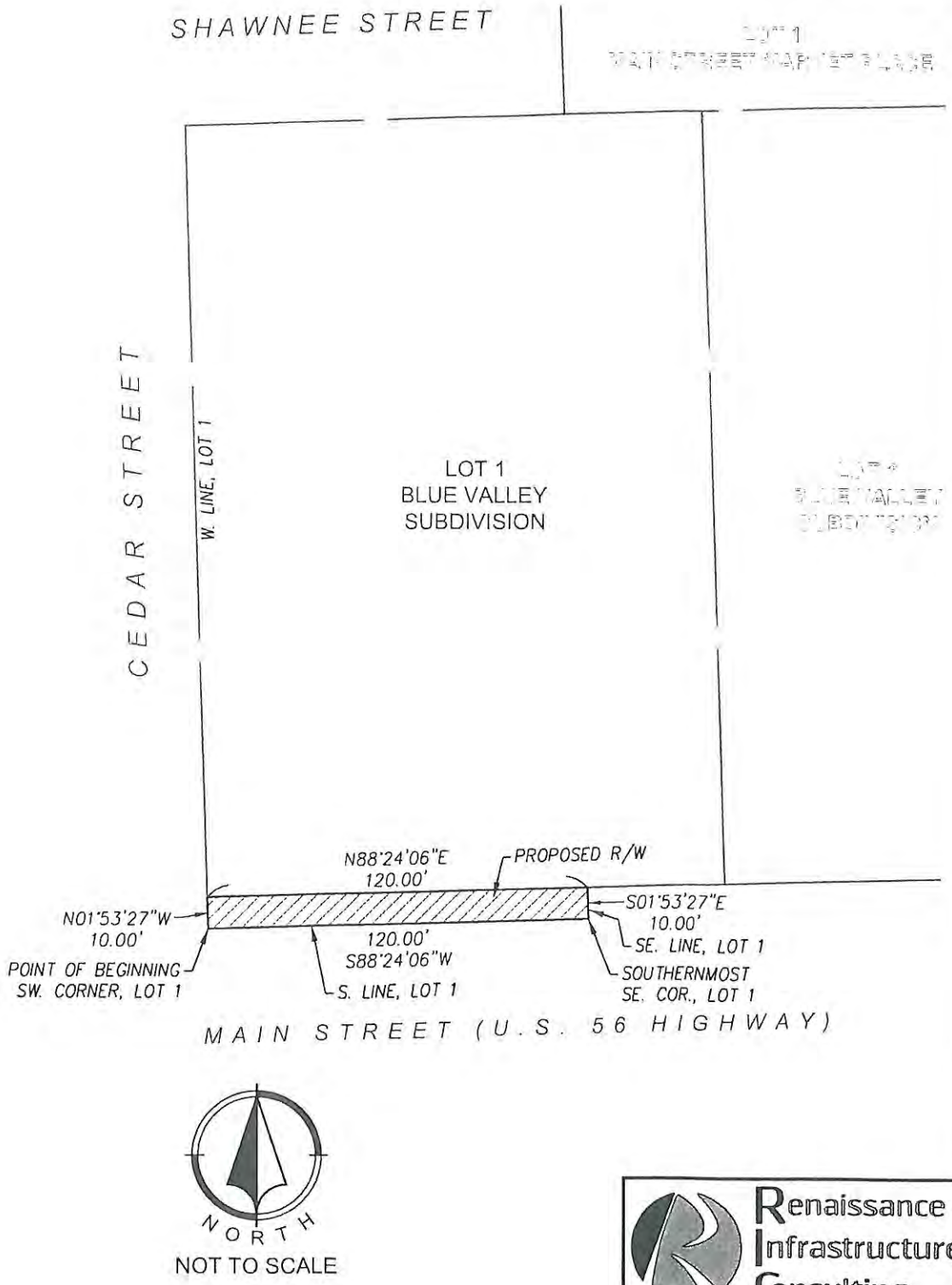
Right-Of-Way Exhibit

Exhibit B



NOT TO SCALE

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

Dec 14, 2020-9:53am
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COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: MARCH 1, 2021

STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider accepting the dedication of right-of-way easements for the I-35 and Gardner Road Interchange 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 I-35 and Gardner Road Interchange Project.

Background/Description:
Phase 1 of the I-35 and Gardner Road Interchange Project includes the realignment of 191st Street west of Gardner Road. Six properties required right-of-way acquisition and/or permanent easements to construct the project.

Financial Impact:
The cost of the acquisitions were included in the project budget and were paid from the Special Highway fund.

Attachments Included:
- Acquisition documents

Suggested Motion:
Accept the dedication of right-of-way and easements for the I-35 and Gardner Road Interchange

City of Gardner
191st St. Realignment Project
Project Parcel No. 1

AGREEMENT

THIS AGREEMENT is made this 14th day of APRIL, 2020 by and between The Anna Ruth Radke Living Trust dated January 24, 1992, (hereinafter "Seller"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property generally located in the Northeast Quarter of Section 2, Township 15, Range 22 East in Johnson County, Kansas, and which is further identified as Johnson County Appraisers' Parcel No. CF221502-3004 (hereinafter "Seller's Property"); and

WHEREAS, Buyer is undertaking a road reconstruction project in the vicinity of Seller's Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain real property interests over and/or upon Seller's Property for such project, as more fully described in Exhibits A and B, which are attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A and B, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the real property and/or real property interests described in Exhibits A and B, which are attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and/or real property interests is **$13,250.00**.

3. No improvements located within areas to be acquired: The parties agree and acknowledge no improvements are located within the portion of Sellers' Property described at Exhibits A and B.

4. Closing: Contemporaneously to the delivery of this Agreement, Seller agrees to deliver an executed Permanent Utility Easement and an executed Temporary Construction Easement to Buyer. Upon delivery of such Instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such real property and/or real property interests for their stated purpose. Within thirty (30) days following delivery of the executed documents by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed Instruments with the Johnson County Register of Deeds for recording.

5. Closing Costs. Buyer agrees to pay the costs of recording all instruments tendered by Seller.

6. Real Estate Commissions. The parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Sellers harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

7. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller's to Mark Hannah, 130 N. Cherry, Suite 100, Olathe, Kansas; and with respect to Buyer c/o Kathy Schoenberger, Orrick & Erskine, L.L.P., 11900 College Blvd. Suite 204, Overland Park, Kansas, 66210, or at such other places as the parties shall hereinafter designate in writing.

8. Additional Terms: Each party agrees, acknowledges, warrants and represents:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and

(c) no promise or agreement not expressed in this Agreement or the Addendum has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
(i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

[Remainder of page intentionally blank, signature pages follow.]

SELLER: The Anna Ruth Radke Living Trust
dated January 24, 1992

By: Martha Long
Martha Long
Co-Trustee

STATE OF KANSAS)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 2nd day of April, 2020 before me, the undersigned, a notary public in and for the county and state aforesaid, came Martha Long, who, having been duly sworn upon oath, stated he/she is the duly-appointed Co-Trustee of Anna Ruth Radke Living Trust dated January 24, 1992, and is authorized to execute this instrument on behalf of such Trust, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Julie A. Sutton
Notary Public

My appointment expires:

JULIE A. SUTTON
Notary Public - State of Kansas
My Appt. Expires 7-14-2020

[Remainder of page intentionally blank, additional signature page follows.]

SELLER: The Anna Ruth Radke Living Trust
dated January 24, 1992

By: Debra Hannah
Debra Hannah
Co-Trustee

STATE OF KANSAS)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 2nd day of April, 2020 before me, the undersigned, a notary public in and for the county and state aforesaid, came Debra Hannah, who, having been duly sworn upon oath, stated he/she is the duly-appointed Co-Trustee of Anna Ruth Radke Living Trust dated January 24, 1992, and is authorized to execute this instrument on behalf of such Trust, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Julie A. Sutton
Notary Public

My appointment expires:

JULIE A. SUTTON
Notary Public - State of Kansas
My Appt. Expires 7-14-2020

[Remainder of page intentionally blank, additional signature page follows.]

SELLER: The Anna Ruth Radke Living Trust
dated January 24, 1992

By: _____
Jan Pishny
Co-Trustee

STATE OF KANSAS)
) ss.
COUNTY OF Johnson

BE IT REMEMBERED that on this 2 day of April, 2020 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jan Pishny, who, having been duly sworn upon oath, stated he/she is the duly-appointed Co-Trustee of Anna Ruth Radke Living Trust dated January 24, 1992, and is authorized to execute this instrument on behalf of such Trust, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

My appointment expires: 02/08/2023

NOTARY PUBLIC STATE OF KANSAS
ALISHA M. SCOTT
My Appt. Exp. 02/08/2023

[Remainder of page intentionally blank, additional signature page follows.]

BUYER: The City of Gardner, Kansas

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____day of _____, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, who being by me duly sworn, stated he is the duly-appointed _____ of the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas, and that the above and foregoing was signed on behalf of said City pursuant to authority given by its governing body, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

My appointment expires:

[Remainder of page intentionally blank, Exhibits follow.]

Exhibit "A"

Legal Description of the Real Property subject to Permanent Utility Easement

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

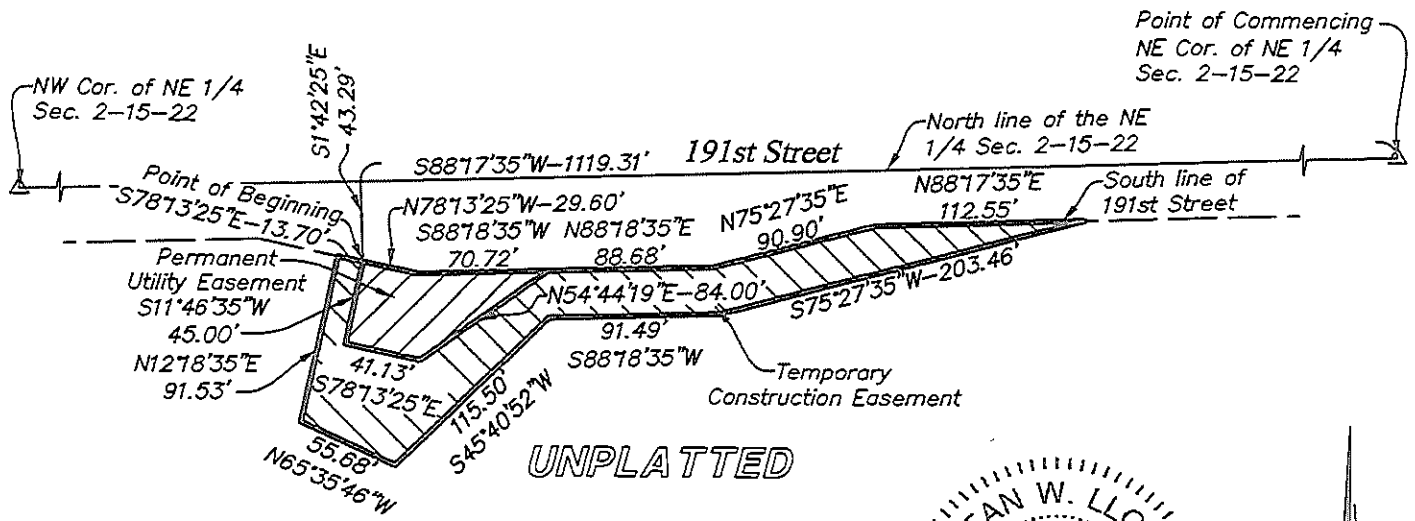
Commencing at the Northeast corner of said Northeast 1/4; thence S 88° 17' 35" W, along the North line of said Northeast 1/4, a distance of 1119.31 feet; thence S 1° 42' 25" E, a distance of 43.29 feet, to a point on the South line of 191st Street, as now established, said point is also known as the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

Legal Description of the Real Property subject to Temporary Construction Easement:

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

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

Exhibit B
to Purchase Agreement



Tract No.: Tract 1
Owner: Anna Radke Trust

Permanent Right–of–Way

Permonent Utility Easement (U/E)

Temporary Construction Easement

STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR

5/17/19

0 50 100

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

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

JO CO KS BK:202004 PG:002130

20200408-0002130 4/8/2020
Pages: 3 F: $55.00 9:36 AM
Register of Deeds T20200019393

Exemption 4

KANSAS QUITCLAIM DEED

On this 15th day of October, 2019,
Bristol Partners XIX, LLC, a Kansas Limited Liability Company, ("Grantor"), **QUITCLAIMS** to CITY OF GARDNER, KANSAS, a Kansas municipal corporation ("Grantee") all of the following described REAL ESTATE in the City of Gardner, County of Johnson and the State of Kansas, to-wit:

See attached
Exhibit A

for the sum of One Dollar ($1.00) and other valuable consideration.

GRANTOR:

(sign) Phillip A. DiVilbiss

(print) PHILLIP A. DiVILBISS

Bristol Partners XIX, LLC, a Kansas Limited Liability Company

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 12th day of NOVEMBER, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came

Phillip A. DiVilbiss

Bristol Partners XIX, LLC, a Kansas Limited Liability Company,
who is personally known to me to be the same person who executed the within document of his own free will and accord and has the authority to do so.

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

NOTARY PUBLIC - State of Kansas
KRISTIE HATLEY
My Appt. Expires 9/07/22

Kristie Hatley
KRISTIE HATLEY, Notary Public
My Appointment Expires: 9/07/2022

City of Gardner

GRANTEE:

CITY OF GARDNER, KANSAS,
A Municipal Corporation

By: _____
James Pruetting, City Administrator

ATTEST:

_____
Sharon Rose, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 20th day of November, 2019, 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 ~~**Amy Nasta,**~~ 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.

_____
Parks & Rec. Director, Notary Public
My Appointment Expires: 7/2/20

NOTARY PUBLIC STATE OF KANSAS
JASON BRUCE
My Appt. Exp. 7/2/20

TRACT 2

EXHIBIT "A"

Right-of-Way

A portion of the original parcel, described as follows:

Commencing at the Southwest Corner of the Southwest 1/4 of Section 23, T14S, R22E; thence N88°01'21"E along the South line of said Southwest 1/4, a distance of 20.04 feet; thence N01°58'39"W a distance of 30.00 feet to the **POINT OF BEGINNING**; thence N01°53'34"W along the East R/W line of Waverly Road, a distance of 600.89 feet, to a point on the North property line of said original parcel; thence N88°06'30"E a distance of 30.00 feet; thence S01°53'34"E a distance of 551.44 feet; thence S46°53'34"E a distance of 55.65 feet; thence N88°01'21"E a distance of 883.36 feet, to a point on the East property line of said original parcel; thence S01°58'39"E along said East property line, a distance of 10.00 feet to a point on the North R/W line of West 175th Street; thence S88°01'21"W along said North R/W line, a distance of 952.73 feet to the **POINT OF BEGINNING.**

The above described parcel contains ± 0.643 acres (28,028.56 Sq. Ft.)

City of Gardner
191st St. Realignment Project
Project Parcel No. 3/3A

AGREEMENT

THIS AGREEMENT is made this 28th day of September, 2020 by and between RS Associates, LLC, a limited liability company organized and existing under the laws of the State of Kansas (hereinafter "Seller"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located in the Southeast Quarter of Section 35, Township 14 South, Range 22 East of the Sixth Principle Meridian in Johnson County, Kansas, which has a common address of 29550 and 29552 W. 191st Street, Gardner, Kansas and which is further identified as Johnson County Parcel Nos. CP 785000000001 and CP&85000000 0001A (hereinafter "the Property" or "Seller's Property"); and

WHEREAS, Buyer, in association with the Kansas Department of Transportation (hereinafter "KDOT") pursuant to the terms of a City-State Agreement existing between them, is undertaking a road reconstruction project (hereinafter "the Project") in the vicinity of Seller's Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain real property interests from Seller's Property for the Project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire the real property and/or real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell, and Buyer agrees to purchase the real property interests described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. The purchase price for such real property interests is $1.00 and Buyer's agreement to undertake the actions described in Paragraph 3, below.

3. The parties specifically agree and acknowledge the Project will result in the closing and eradication of existing 191st Street from S. Gardner Road southwesterly to the existing driveway located along the southerly property line of Seller's Property, and the construction of a new road (Locust Street) along the west property line of Seller's Property. Therefore, the parties agree as follows:

a. The existing driveway at the northeast corner of Seller's Property and vehicular access between the Seller's Property and S. Gardner Road at such location will remain unchanged by the Project; provided, however, Seller agrees and acknowledges future KDOT improvement projects at the I-35 & South Gardner Road Interchange may result in the installation of traffic-control devices which prevent left turns between Seller's property and South Gardner Road at such location; and

b. As part of the Project and at no cost to Seller, Buyer shall:
   i) construct a new two-way driveway generally from the existing driveway located along the southerly property line of Seller's Property, westerly to a connection to new Locust Street; and
   ii) install a driveway apron between new Locust Street and the existing paved parking area at the northwest corner of Seller's Property.

   All such work shall be in general conformity with the plans and specifications set forth in Exhibit B, which is attached hereto and incorporated herein by reference. During the construction of such driveway Buyer shall regularly inspect the work of third-party contractors to ensure conformity of the work to the plans and specification.

c. After completion of construction of new Locust Street and the new two-way driveway, and after KDOT's final acceptance of its third-party construction contractor's work, Buyer shall convey by quit-claim deed to Seller Buyer's real property rights and interests in the real property described in Exhibit C, which is attached hereto and incorporated herein by reference. Thereafter, such driveway shall be a private driveway, and all future maintenance, repair or replacement shall be Seller's sole responsibility; and

d. After new Locust Street and the new two-way driveway are completed and open to traffic, Buyer shall eradicate existing 191st Street from S. Gardner Road to new Locust Street. Following eradication of existing 191st Street, Buyer shall convey by quit-claim deed to Seller Buyer's real property rights and interests in the existing 191st Street Right of Way, subject to a reservation of easements for all existing utilities located therein, and subject to the right of way requirements of the Kansas Department of Transportation for its future I-35 & South Gardner Road Interchange project;

all as generally depicted in Exhibit D, which is attached hereto and incorporated herein by reference.

4. Within ten (10) days after KDOT awards the prime construction contract for the Project, Buyer shall notify Seller of the identity of the selected construction contractor, which notification shall also include the anticipated date that a Notice to Proceed will be issued to such

contractor. Buyer shall promptly obtain, and thereafter provide to Seller, a Certificate of Insurance evidencing a general liability insurance policy covering the activities of the prime third-party construction contractor retained by Buyer and/or KDOT to construct and complete the Project. To the extent permitted and/or limited by applicable law, including but not limited to the Kansas Tort Claims Act, Buyer shall indemnify and hold Seller harmless for all claims for personal injury or property damage arising out of the actions of the prime third-party construction contractor retained by Buyer and/or KDOT to construct and complete the Project; and against all contractor, subcontractor, materialman or supplier liens for non-payment of labor or materials.

5. Buyer will provide notice to Seller of all public meetings, of which the Buyer becomes aware, that might be scheduled in the future related to any Kansas Department of Transportation project at the I-35 and South Gardner Road interchange. Such notice shall be made as provided herein, with a copy also sent to Mr. Mukesh Goel, 16504 Goddard St., Overland Park, Kansas, 66221. Following delivery of any such notice and if requested by Seller, Buyer will make all reasonable efforts to facilitate a private meeting between Seller, the Kansas Department of Transportation, and, if applicable, Buyer.

6. The parties specifically agree and acknowledge all promises, covenants, duties and responsibilities set forth in Paragraphs 3, 4 and 5 shall survive closing, shall run with the land, and shall be binding upon the parties' successors and assigns.

7. The parties agree and acknowledge no permanent structures are located within the portion of Sellers' Property described at Exhibit A.

8. Contemporaneously to the delivery of this Agreement, Seller agrees to deliver executed instruments conveying the rights described in Exhibits A Buyer. Upon delivery of such Instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such real property and/or real property interests for their stated purpose. Within thirty (30) days following delivery of the executed documents by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed Instruments with the Johnson County Register of Deeds for recording.

9. Closing Costs. Buyer agrees to pay the costs of recording all instruments tendered by Seller.

10. Real Estate Commissions. The parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in

relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Sellers harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

11. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller to Aaron G. March at Rouse Frets White Goss Gentile Rhodes, P.C. 4510 Belleview Avenue, Suite 300, Kansas City, Missouri 64111; and with respect to Buyer c/o Kathy Schoenberger, Orrick & Erskine, L.L.P., 11900 College Blvd. Suite 204, Overland Park, Kansas, 66210, or at such other places as the parties shall hereinafter designate in writing.

12. Additional Terms: Each party agrees, acknowledges, warrants and represents:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and
(c) no promise or agreement not expressed in this Agreement or the Addendum has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
(i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: RS Associates, LLC

By: X _____
Managing Member.

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28TH day of SEPTEMBER, 2020 before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, who being by me duly sworn, did state he is the duly-appointed Managing Member of RS Associates LLC a limited liability company organized and existing under the laws of the state of Kansas, and that said instrument was signed in behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

JERRY ROUSH
Notary Public - State of Kansas
My Appointment Expires 9/8/2024

[Remainder of page intentionally blank, additional signature page follows.]

BUYER: The City of Gardner, Kansas

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 1ST day of OCTOBER, ~~2019~~ 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came JAMES PRUITTING, who being by me duly sworn, stated he is the CITY ADMINISTRATOR of the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas, and that the above and foregoing was signed on behalf of said City pursuant to authority given by its governing body, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Notary Public

My appointment expires: 9/07/2022

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

[Remainder of page intentionally blank, Exhibits follow.]

September 30, 2019

Tract No.: Tract 3 & Tract 3A
Owner: RS Associates LLC

PERMANENT UTILITY EASEMENT
LOT 1, SHEAN'S SETTLEMENT
CITY OF GARDNER, JOHNSON COUNTY, KANSAS

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

Commencing at the Southwest corner of said Lot 1; thence N 2° 32' 06" W along the West line of said Lot 1, a distance of 42.07 feet; thence departing said West line N 87° 27' 54" E, a distance of 20.00 feet to a point on the East line of a 20 foot water line easement established by said plat, said point also being the Point of Beginning; thence N 2° 32' 06" W along said East line, a distance of 2.96 feet; thence departing said East line N 0° 14' 08" W, a distance of 41.59 feet to a point on the Southeasterly line of a 20 foot water line easement established by Book 5436 at Page 402 as recorded in the Register of Deeds Office, Johnson County, Kansas; thence N 43° 16' 53" E along said Southeasterly line, a distance of 29.05 feet; thence departing said Southeasterly line S 0° 14' 08" E a distance of 43.47 feet, to a point on the Northwesterly line of a 15 foot utility easement established by said plat; thence S 41° 41' 09" W along said Northwesterly line a distance of 29.76 feet, to the Point of Beginning.

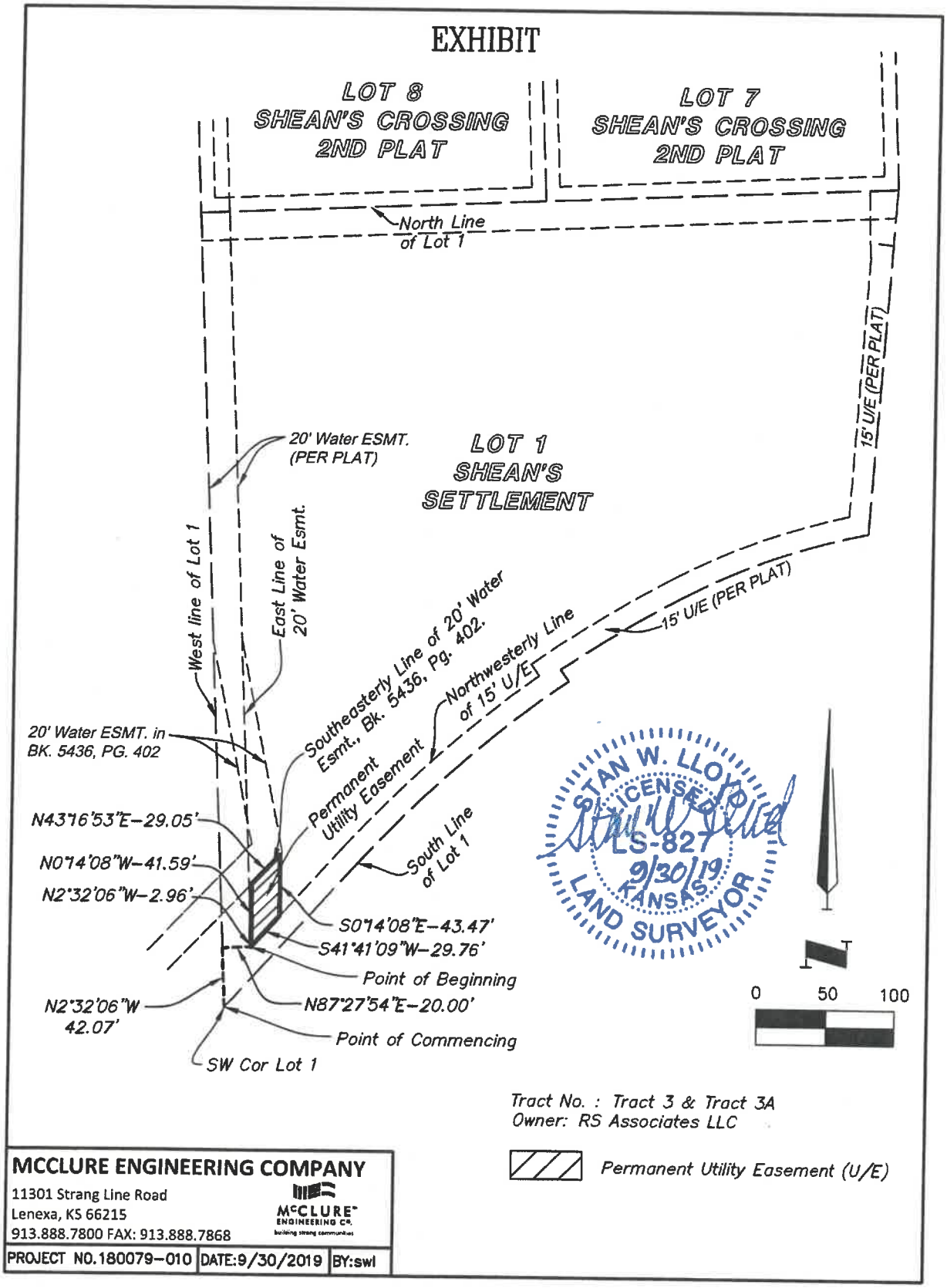
The above described tract of land contains 881 square feet, more or less.

STAN W. LLOYD
LICENSED
LS-827
9/30/19
KANSAS
LAND SURVEYOR

McCLURE

McCLURE ENGINEERING CO.
11031 Strang Line Road
Lenexa, Kansas 66215
Phone: (913) 888-7800
Fax: (913) 888-7868

EXHIBIT



MCCLURE ENGINEERING COMPANY
11301 Strang Line Road
Lenexa, KS 66215
913.888.7800 FAX: 913.888.7868

PROJECT NO.180079-010	DATE:9/30/2019	BY:swl

December 2, 2019

Tract No.: Tract 3 & Tract 3A
Owner: RS Associates LLC

TEMPORARY CONSTRUCTION EASEMENT
LOT 1, SHEAN'S SETTLEMENT
CITY OF GARDNER, JOHNSON COUNTY, KANSAS

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

Commencing at the Northwest corner of said Lot 1; thence N 87° 27' 54" E, along the North line of said Lot 1, a distance of 10.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 145.00 feet; thence S 2° 32' 06" E, a distance of 47.70 feet; thence S 87° 27' 54" W, a distance of 102.32 feet; thence S 2° 32' 06" E, a distance of 7.08 feet; thence S 55° 04' 27" W, a distance of 41.07 feet; thence S 2° 32' 06" E, a distance of 60.00 feet; thence S 87° 27' 54" W, a distance of 8.00 feet to a point to be known hereinafter as Point A; thence N 2° 32' 06" W, a distance of 136.78 feet to the Point of Beginning,

And Also;

Commencing at aforesaid mentioned Point A; thence S 2° 32' 06" E, a distance of 145.00 feet to the Point of Beginning; thence S 37° 45' 09" E, a distance of 104.04 feet; thence N 87° 27' 54" E, a distance of 40.00 feet; thence N 59° 34' 04" E, a distance of 192.35 feet; thence S 29° 06' 00" E, a distance of 30.25 feet to a point on a curve being the South line of said Lot 1; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 59° 00' 43" W, a radius of 850.00 feet, a central angle of 3° 49' 15" and an arc distance of 56.68 feet to a point of non-tangency; thence S 34° 48' 32" E along said South line, a distance of 10.00 feet to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 55° 11' 28" W, a radius of 840.00 feet, a central angle of 13° 03' 20" and an arc distance of 198.00 feet to a point of tangency; thence S 41° 41' 09" W, a distance of 124.04 feet; thence N 2° 32' 06" W, a distance of 272.45 to the Point of Beginning.

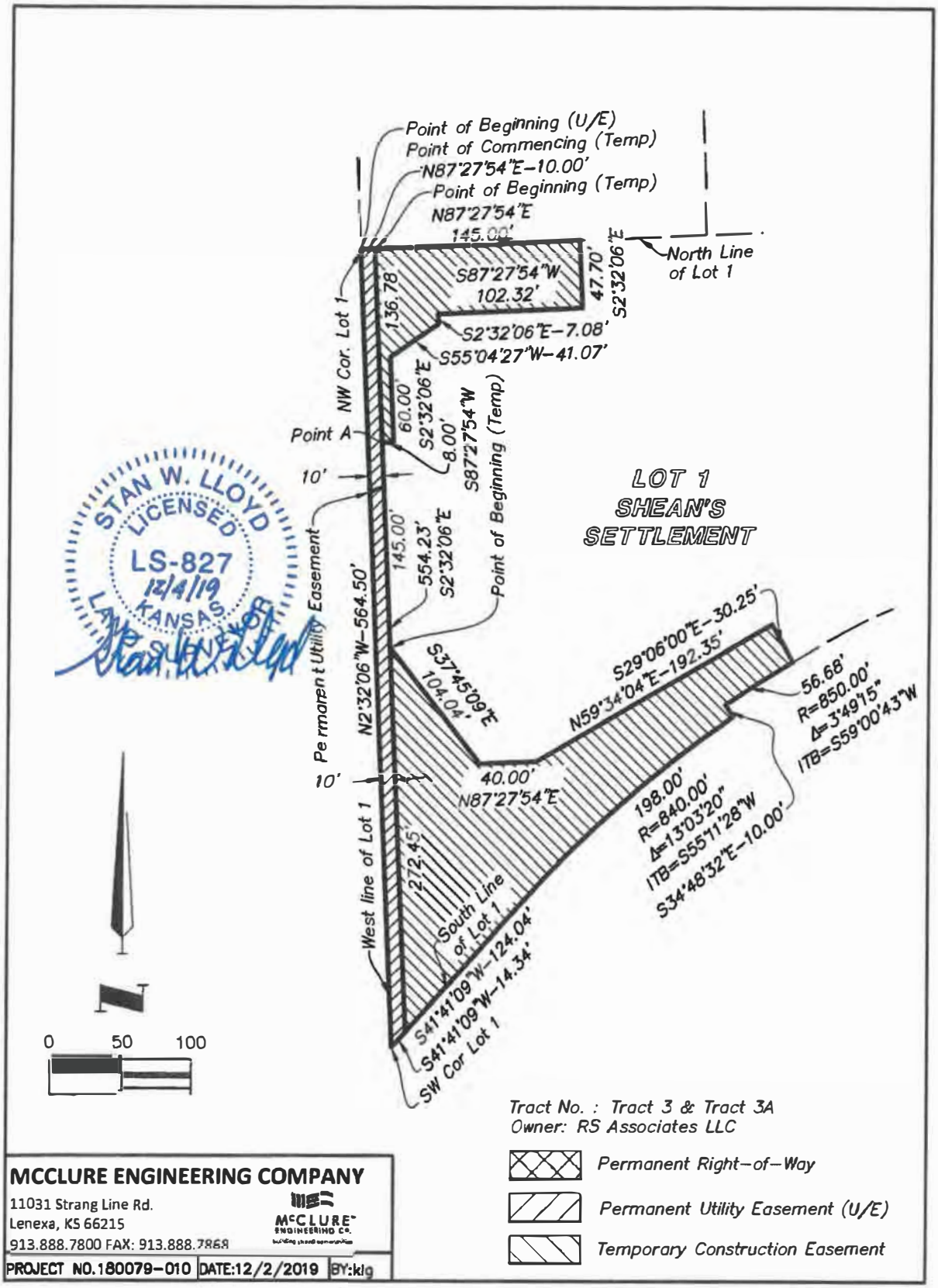
The above described tract of land contains 34,438 square feet, more or less.

STAN W. LLOYD
LICENSED
LS-827
12/4/19
KANSAS
LAND SURVEYOR

McCLURE

McCLURE ENGINEERING CO.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

EXHIBIT A
Page 4

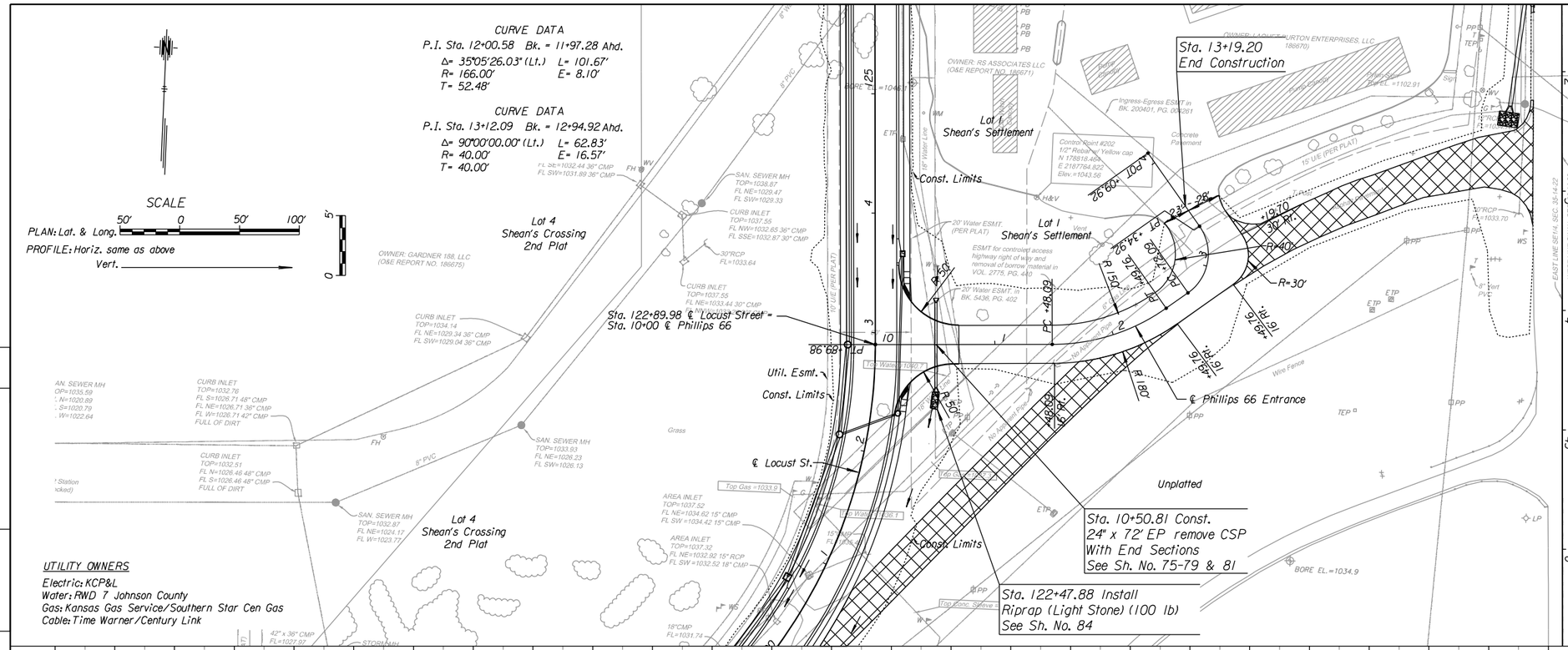


MCCLURE ENGINEERING COMPANY
11031 Strang Line Rd.
Lenexa, KS 66215
913.888.7800 FAX: 913.888.7868

PROJECT NO.180079-010	DATE:12/2/2019	BY:klg

EXHIBIT B

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0657-01	2020	21	234



DATE	BY
9/11/19	Adam Reichert
9/8/19	Jonathan Tronson

REFERENCES NOTED
REFERENCES CHECKED

Plotted by: areichert
File : c:\bmcd_lib\pw_connect\trn\dms21265\ka104290_rpp-06.dgn
Date: 8/10/2020

KANSAS DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE

PHILLIPS 66 ENTRANCE

Sh. No. 21

December 2, 2019

RIGHT-OF-WAY RELEASE
191ST STREET
CITY OF GARDNER, JOHNSON COUNTY, KANSAS

All that part of 191st Street Right-of-Way, as now established, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

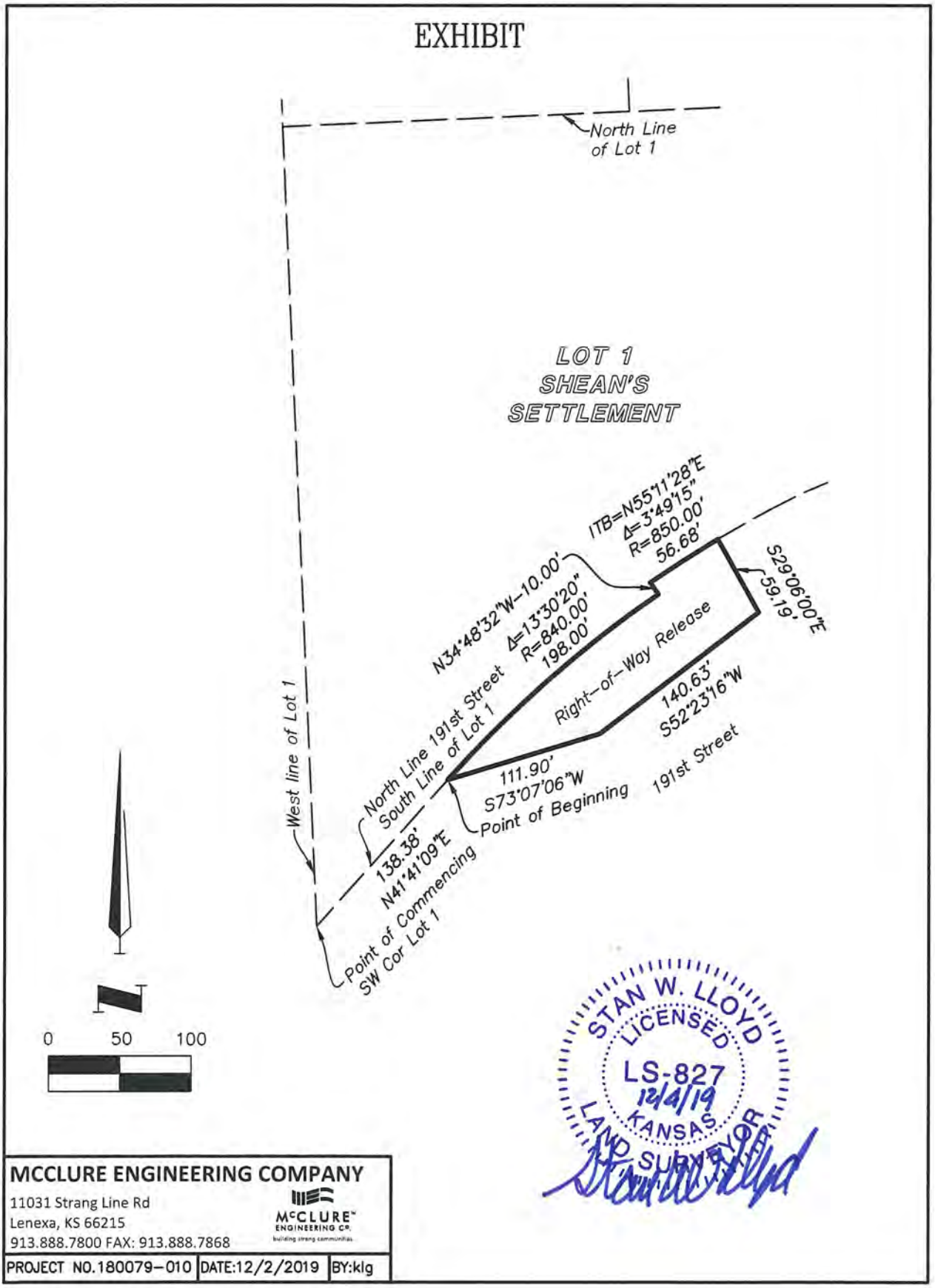
Commencing at the Southwest corner of Lot 1, SHEAN'S SETTLEMENT, a subdivision of land in the City of Gardner, Johnson County, Kansas; thence N 41° 41' 09" E along the South line of said Lot 1 also being the North line of said 191st Street, a distance of 138.38 feet to the Point of Beginning and a point of curvature; thence Northeasterly along said South and North lines being a curve to the right, having a radius of 840.00 feet, a central angle of 13° 30' 20" and an arc distance of 198.00 feet to a point of non-tangency; thence N 34° 48' 32" W along said South and North lines, a distance of 10.00 feet to a point on a curve; thence Northeasterly along said South and North lines being a curve to the right, having an initial tangent bearing of N 55° 11' 28" E, a radius of 850.00 feet, a central angle of 3° 49' 15" and an arc distance of 56.68 feet to a point of non-tangency; thence S 29° 06' 00" E, a distance of 59.19 feet; thence S 52° 23' 16" W, a distance of 140.63 feet; thence S 73° 07' 06" W, a distance of 111.90 feet to the Point of Beginning.

The above described tract of land contains 11,068 square feet, more or less.

STAN W. LLOYD
LICENSED
LS-827
12/4/19
KANSAS
LAND SURVEYOR

McCLURE ENGINEERING CO.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

EXHIBIT



MCCLURE ENGINEERING COMPANY
11031 Strang Line Rd
Lenexa, KS 66215
913.888.7800 FAX: 913.888.7868

McCLURE ENGINEERING Co.
building strong communities

PROJECT NO.180079-010	DATE:12/2/2019	BY:klg

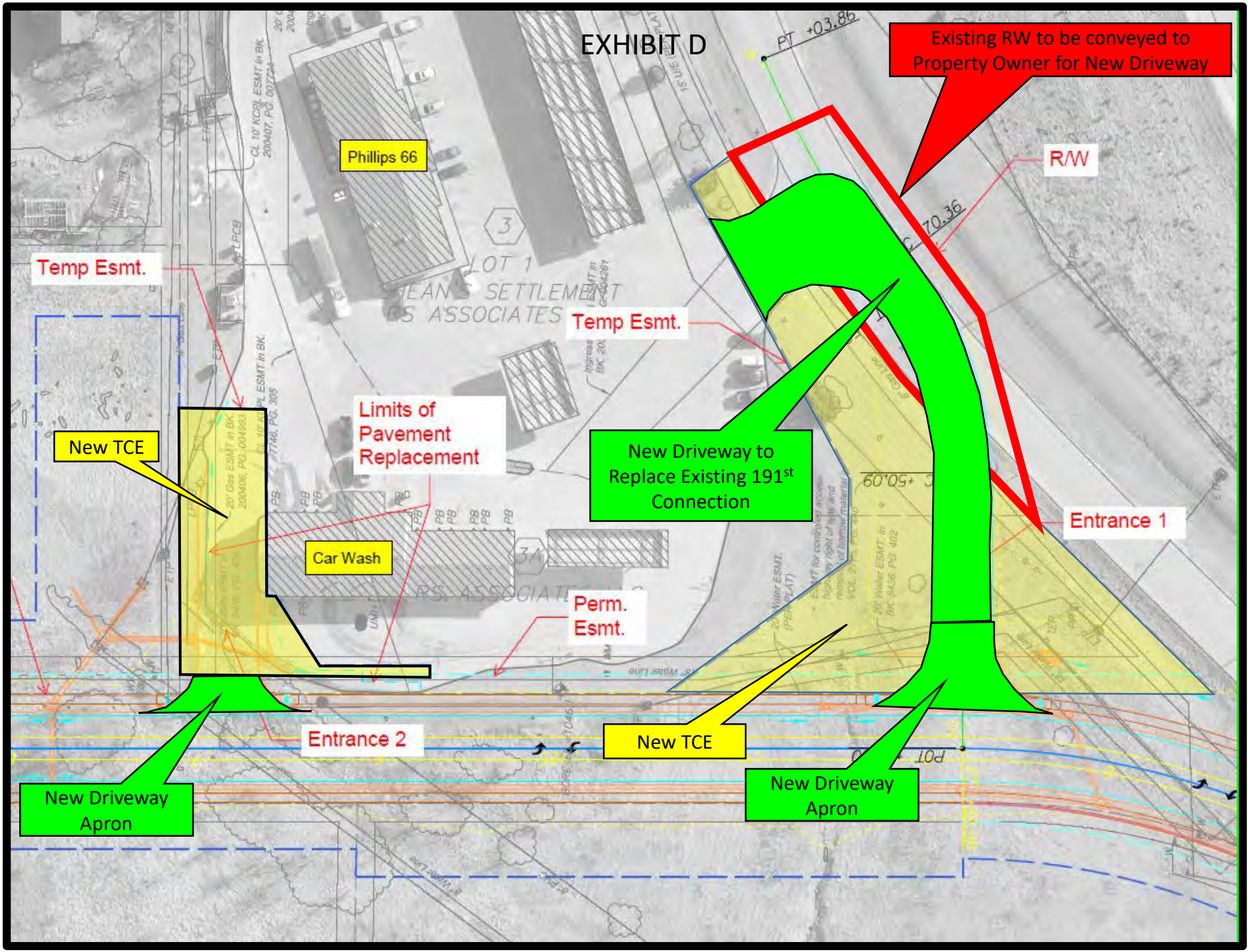


EXHIBIT D
Existing RW to be conveyed to Property Owner for New Driveway
R/W
Phillips 66
Temp Esmt.
Temp Esmt.
Limits of Pavement Replacement
New TCE
New Driveway to Replace Existing 191st Connection
Car Wash
Entrance 1
Perm. Esmt.
Entrance 2
New TCE
New Driveway Apron
New Driveway Apron

May 17, 2019

Tract No.: Tract 3A
Owner: RS Associates LLC

PERMANENT UTILITY EASEMENT
LOT 1, SHEAN'S SETTLEMENT
CITY OF GARDNER, JOHNSON COUNTY, KANSAS

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

Beginning at the Northwest corner of said Lot 1; thence N 87° 27' 54" E, along the North line of said Lot 1, a distance of 10.00 feet; thence S 2° 32' 06" E, along a line 10.00 feet East of and parallel with the West line of said Lot 1, a distance of 554.23 feet, to a point on the South line of said Lot 1; thence S 41° 41' 09" W, along said South line, a distance of 14.34 feet, to the Southwest corner of said Lot 1; thence N 2° 32' 06" W, along said West line, a distance of 564.50 feet, to the Point of Beginning

The above described tract of land contains 5,594 square feet, more or less.

STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR

5/17/19

McCLURE

McCLURE ENGINEERING CO.
11250 Corporate Avenue
Lenexa, Kansas 66219
Phone: (913) 888-7800
Fax: (913) 888-7868

City of Gardner
191st St. Realignment Project
Project Parcel No. 4

AGREEMENT

THIS AGREEMENT is made this 5th day of SEPTEMBER 2019 by and between Three Willows, LLC, a limited liability company organized and existing under the laws of the State of Kansas, (hereinafter "Seller"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located generally in the near vicinity of 188th St. and S. Gardner Road within the City of Gardner, Johnson County, Kansas, and which is further identified as Johnson County Appraisers' Parcel No. CP36810000 0001 (hereinafter "Seller's Property"); and

WHEREAS, Buyer is undertaking a road reconstruction project in the vicinity of Seller's Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain real property interests from, over and/or upon Seller's Property for such project, as more fully described in Exhibits A and B, which are attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A and B, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the real property and/or real property interests described in Exhibits A and B, which are attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and/or real property interests is **$15,150.00**.

3. No improvements located within areas to be acquired: The parties agree and acknowledge no improvements are located within the portion of Sellers' Property described at Exhibits A and B.

4. Closing: Contemporaneously to the delivery of this Agreement, Seller agrees to deliver an executed Dedication for Road Right of Way and Temporary Construction Easement to Buyer. Upon delivery of such Instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such real property and/or real property interests for their stated purpose. Within thirty (30) days following delivery of the executed documents by Seller, Buyer shall deliver the purchase consideration set forth

in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed Instruments with the Johnson County Register of Deeds for recording.

5. Closing Costs. Buyer agrees to pay the costs of recording all instruments tendered by Seller.

6. Real Estate Commissions. The parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Sellers harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

7. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller's to Steve Hines, 249 W. Main St., Gardner, Kansas, 66030; and with respect to Buyer c/o Kathy Schoenberger, Orrick & Erskine, L.L.P., 11900 College Blvd. Suite 204, Overland Park, Kansas, 66210, or at such other places as the parties shall hereinafter designate in writing.

8. Additional Terms: Each party agrees, acknowledges, warrants and represents:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and
(c) no promise or agreement not expressed in this Agreement or the Addendum has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
(i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

[Remainder of page intentionally blank, signature pages follow.]

SELLER: Three Willows LLC

By: _____

Steve Hines
Managing Member

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 5th day of September, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Steve Hines, who being by me duly sworn, did state he is the duly-appointed Managing Member of Three Willows LLC, a limited liability company organized and existing under the laws of the state of Kansas, and that said instrument was signed in behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Eric Soetaert
Notary Public
ERIC A SOETART

My appointment expires:

STATE NOTARY PUBLIC KANSAS
Eric A. Soetaert
Notary Public
State of Kansas
My Appointment Expires: 11/15/20

[Remainder of page intentionally blank, additional signature page follows.]

BUYER: The City of ~~Gardner~~, Kansas

By: _____

Title: City Administrator

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 5th day of December, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jim Pruetting, who being by me duly sworn, stated he is the duly-appointed City Administrator of the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas, and that the above and foregoing was signed on behalf of said City pursuant to authority given by its governing body, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

My appointment expires:

NOTARY PUBLIC STATE OF KANSAS | JASON BRUCE
My Appt. Exp. 7/2/20

[Remainder of page intentionally blank, Exhibits follow.]

Exhibit "A"

Legal Description of the Real Property subject to Dedication for Road Right of Way

The West 11.50 feet of Lot 1, GNBS BUSINESS PARK II, in the City of Gardner, Johnson County, Kansas, more particularly described as follows: The above described tract of land contains 1,433 square feet, more or less, and as depicted in the Survey Sheet attached hereto as Exhibit B.

Legal Description of the Real Property subject to Temporary Construction Easement:

The East 13.50 feet of the West 25.00 feet of Lot 1, GNBS BUSINESS PARK II, in the City of Gardner, Johnson County, Kansas, more particularly described as follows: The above described tract of land contains 1,433 square feet, more or less, and as dep0icted in the Survey Sheet attached hereto as Exhibit B.

[Remainder of page intentionally blank, Exhibit B follows.]

City of Gardner
191st St. Realignment Project
Project Parcel No. 5

AGREEMENT

THIS AGREEMENT is made this 12 day of August, 2020 by and between Kashmir LLC, a limited liability company organized and existing under the laws of the State of Kansas (hereinafter "Seller"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located generally in the vicinity of 188th St. and S. Gardner Road within the City of Garner, Johnson County, Kansas, and which is further identified as Johnson County Appraisers' Parcel No. CP80500000-0001 (hereinafter "the Property" or "Seller's Property"); and

WHEREAS, Buyer is undertaking a road reconstruction project in the vicinity of Seller's Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain real property interests from, over and/or upon Seller's Property for such project, as more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the real property and/or real property interests described in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and/or real property interests is $17,000.00.

3. In addition to the monetary consideration to be paid under Paragraph 2, above, Buyer further agrees and acknowledges it shall also:

a. Undertake construction activity so that one of the two main driveways to Seller's Property remains unobstructed and open to vehicular traffic at all times throughout construction; and

b. Limit use of the Temporary Construction Easement so that the gasoline dispensing pumps located adjacent to the Temporary Construction Easement remain unobstructed and open to customer use at all times throughout construction; and

c. Protect the "Phillips 66" monument sign located along the east property line of Seller's Property from damage during construction, and shall indemnify and hold Seller harmless from any damage that occurs to such sign; and

d. Not allow the overnight storage of contractor vehicles, equipment, materials or other items within the Temporary Construction Easement except to periods of time when actual construction activity is taking place on or abutting Seller's Property.

Notwithstanding any other provision herein to the contrary, the parties agree and acknowledge the provisions of this Paragraph 3 are intended to survive closing and therefore the obligations of the parties described herein shall not merge into the instruments to be executed by Seller.

4. Closing: Contemporaneously to the delivery of this Agreement, Seller agrees to deliver executed instruments conveying the real property and/or real property interests to Buyer. Upon delivery of such Instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such real property and/or real property interests for their stated purpose. Within thirty (30) days following delivery of the executed documents by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed Instruments with the Johnson County Register of Deeds for recording.

Prior to delivery of the purchase consideration to Seller, Seller agrees to obtain and deliver to Buyer releases executed by Seller's Lender and Seller's Tenant.

5. Closing Costs. Buyer agrees to pay the costs of recording all instruments tendered by Seller.

6. Real Estate Commissions. The parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in

relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Sellers harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

7. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller's to Michael P. Dubé, Attorney at Law, at deVries & Associates, P.C., 3145 Broadway, Kansas City, MO 64111, and with respect to Buyer c/o Kathy Schoenberger, Orrick & Erskine, L.L.P., 11900 College Blvd. Suite 204, Overland Park, Kansas, 66210, or at such other places as the parties shall hereinafter designate in writing.

8. Additional Terms: Each party agrees, acknowledges, warrants and represents:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and
(c) no promise or agreement not expressed in this Agreement or the Addendum has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
(i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

SELLER: Kashmir, LLC

By: _____

Mazhar I Dad
Managing Member

ACKNOWLEDGMENT

STATE OF Missouri)
)SS.
COUNTY OF Jackson)

BE IT REMEMBERED that on this 12 day of August, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mazhur I Dad, who being by me duly sworn, did state he is the duly-appointed Managing Member of Kashmir, LLC, a limited liability company organized and existing under the laws of the state of Kansas, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

Antoinette Ramirez
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 11, 2022
Commission # 14860829

My appointment expires:
4-11-2022

[Remainder of page intentionally blank, additional signature page follows.]

BUYER: The City of Gardner, Kansas

By: _____

Title: City Administrator

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 28 day of August, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jim Pruetting, who being by me duly sworn, stated he is the duly-appointed City Administrator of the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas, and that the above and foregoing was signed on behalf of said City pursuant to authority given by its governing body, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Morgan Waggoner
Notary Public

My appointment expires: 9-7-2022

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

[Remainder of page intentionally blank, Exhibits follow.]

Exhibit "A"

Legal Description of the Real Property to be conveyed by Warranty Deed for Road Right of Way

The West 11.50 feet of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision of land in the City of Gardner, Johnson County, Kansas, containing 1,894 square feet, more or less, and as depicted in the Survey Sheet which follows;

AND

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

The East 13.50 feet of the West 25.00 feet of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision of land in the City of Gardner, Johnson County, Kansas, containing 2,215 square feet, more or less, and as depicted in the Survey Sheet which follows.

[Remainder of page intentionally blank, Survey Sheet follows.]

No Real Estate Sales Validation Questionnaire Required Pursuant to KSA 79-1437e (13)

City of Gardner
191st St. Realignment Project
Project Parcel No. 5

WARRANTY DEED

THIS CONVEYANCE is made this 12 day of August, 2020 by and between Kashmir, LLC, a limited liability company organized and existing under the laws of the state of Kansas (hereinafter "Grantor"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas (hereinafter "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of $1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold and by those present hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee and its successors and assigns, all of the following described tract, piece and parcel of land, including all improvements thereon, if any, situated in City of Gardner, Johnson, Kansas, to-wit:

See Exhibit A, which is attached hereto and incorporated herein by reference,

including all the estate, title, and interest of the Grantor. Grantor hereby covenants and agrees that at the delivery of this Warranty Deed Grantor is the lawful owner of the premises above granted, and seized of a good and indefeasible fee simple estate therein, and that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereto set its hand the day and year first above written.

[Remainder of page intentionally blank, signature page follows.]

GRANTOR: Kashmir, LLC

By: _____
Mazhar I Dad
Managing Member

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 12 day of April, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mazhur I Dad, who being by me duly sworn, did state he is the duly-appointed Managing Member of Kashmir, LLC, a limited liability company organized and existing under the laws of the state of Kansas, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

Antoinette Ramirez
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 11, 2022
Commission # 14860829

My appointment expires:
4-11-2022

[Remainder of page intentionally blank, Exhibit A follows.]

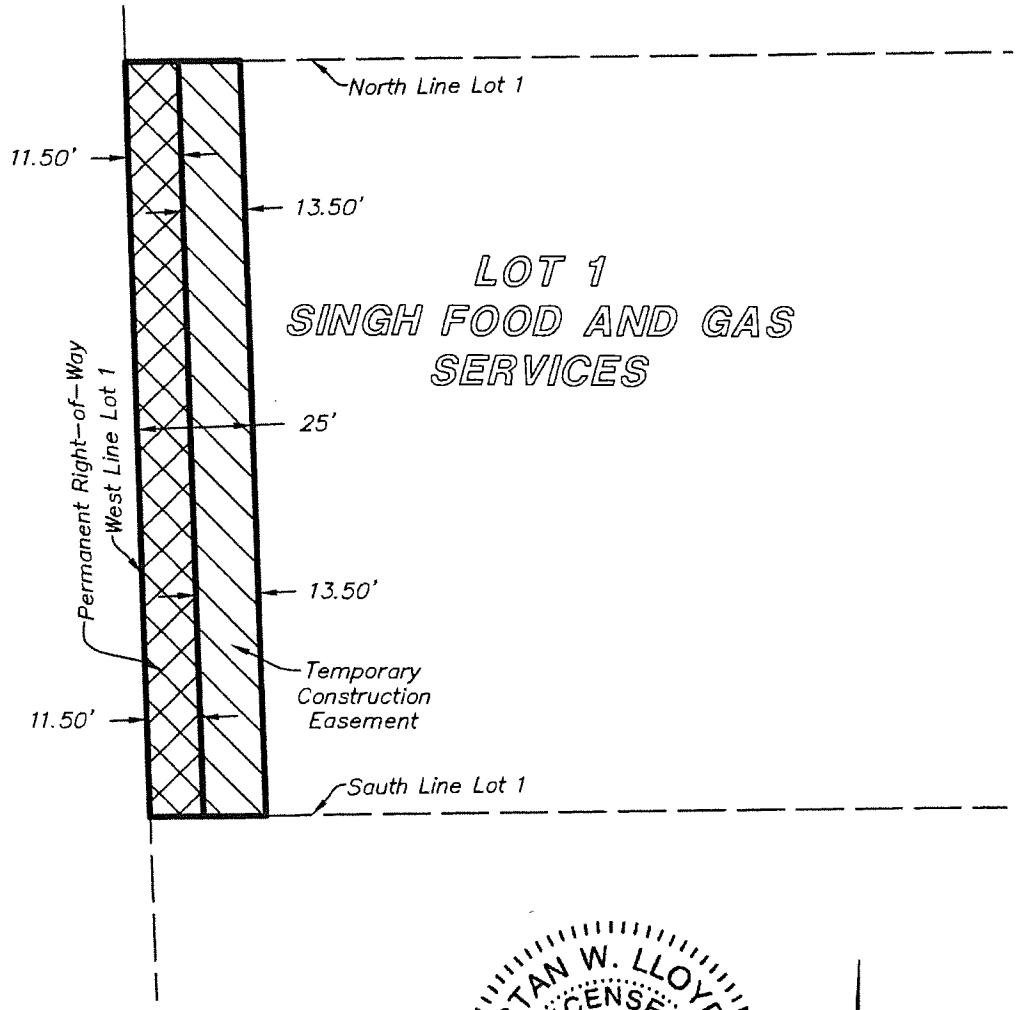
Exhibit "A"

Legal Description of the Real Property to be conveyed by Warranty Deed:

The West 11.50 feet of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision of land in the City of Gardner, Johnson County, Kansas, containing 1,894 square feet, more or less, and as depicted in the Survey Sheet which follows;

[Remainder of page intentionally blank, Survey Sheet follows.]

EXHIBIT



Tract No. : Tract 5
Owner: Kashmir LLC

Permanent Right-of-Way

Permanent Utility Easement (U/E)

Temporary Construction Easement

STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR

Stan W. Lloyd
5/17/19

0 20 40

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

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

City of Gardner
191st St. Realignment Project
Project Parcel No. 6

AGREEMENT

THIS AGREEMENT is made this 13th day of September, 2019 by and between Olathe Medical Center, Inc. a corporation organized and existing under the laws of the State of Kansas (hereinafter "Seller"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property generally located in the Southwest Quarter of Section 36, Township 14, Range 22 East in Johnson County, Kansas, and which is further identified as Johnson County Appraisers' Parcel No. CF221436-2004 (hereinafter "Seller's Property"); and

WHEREAS, Buyer is undertaking a road reconstruction project in the vicinity of Seller's Property; and

WHEREAS, Buyer has determined it is necessary to acquire certain real property interests from, over and/or upon Seller's Property for such project, as more fully described in Exhibits A and B, which are attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to applicable Kansas statutes, Buyer possesses the right and power of eminent domain to acquire real property and real property interests for its lawful public purposes; and

WHEREAS, in lieu of Buyer's exercise of its right and power of eminent domain, Seller is willing to sell and Buyer is willing to purchase the real property interests described at Exhibit A and B, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

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

1. Seller agrees to sell and Buyer agrees to purchase the real property and/or real property interests described in Exhibits A and B, which are attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for such real property and/or real property interests is **$7,350.00**.

3. No improvements located within areas to be acquired: The parties agree and acknowledge no improvements are located within the portion of Sellers' Property described at Exhibits A and B.

4. Closing: Contemporaneously to the delivery of this Agreement, Seller agrees to deliver an executed Dedication for Road Right of Way and Temporary Construction Easement to Buyer. Upon delivery of such Instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such real property and/or real property interests for their stated purpose. Within thirty (30) days following delivery of the executed documents by Seller, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Seller. Upon delivery of such purchase consideration, Buyer may then file the executed Instruments with the Wyandotte County Register of Deeds for recording.

5. Closing Costs. Buyer agrees to pay the costs of recording all instruments tendered by Seller.

6. Real Estate Commissions. The parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Seller for services provided to Seller in relation to this transaction, such commissions are the sole responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Seller. In the event that any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Sellers harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Buyer.

7. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller's to John Stanton at Olathe Health, 13045 Mur-Len Road, Olathe, Kansas 66062; and with respect to Buyer c/o Kathy Schoenberger, Orrick & Erskine, L.L.P., 11900 College Blvd. Suite 204, Overland Park, Kansas, 66210, or at such other places as the parties shall hereinafter designate in writing.

8. Additional Terms: Each party agrees, acknowledges, warrants and represents:

(a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
(b) the consideration herein expressed is contractual and not a mere matter of recital; and

(c) no promise or agreement not expressed in this Agreement or the Addendum has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
(d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
(e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
(f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
(g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
(h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
(i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
(j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
(k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

IN WITNESS WHEREOF, the said parties have hereto set their hands the day and year first above written.

[Remainder of page intentionally blank, signature pages follow.]

SELLER: Olathe Medical Center, Inc.

By: _____

Title: CEO

ACKNOWLEDGEMENT

STATE OF Kansas)
)SS.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 13th day of September, 2019 before me, the undersigned, a notary public in and for the county and state aforesaid, came Stan Holm, who being by me duly sworn, did state he/she is the duly-appointed CEO of Olathe Medical Center Inc., a corporation organized and existing under the laws of the state of Kansas, and that said instrument was signed in behalf of said corporation pursuant to authority given by its Board of Directors, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Melody A. Brownfield
Notary Public

My appointment expires: 05/28/2021

MELODY A. BROWNFIELD
Notary Public, State of Kansas
My Appt. Expires
05/28/2021

[Remainder of page intentionally blank, additional signature page follows]

BUYER: The City of Gardner, Kansas

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____day of _____, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, who being by me duly sworn, stated he is the duly-appointed _____ of the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas, and that the above and foregoing was signed on behalf of said City pursuant to authority given by its governing body, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

_____
Notary Public

My appointment expires:

[Remainder of page intentionally blank, Exhibits follow.]

Exhibit "A"

Legal Description of the Real Property to be conveyed by Warranty Deed for Road Right of Way:

All that part of Southwest 1/4 of said Section 36, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southwest corner of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 89° 07' 08" E, along the South line of said Lot 1, a distance of 11.50 feet; thence S 2° 32' 07" E, a distance of 187.60 feet; thence S 89° 07' 08"W, a distance of 11.50 feet, to a point on the East line of Gardner Road right-of-way, as now established; thence N 2° 32' 07" W, along said East line, a distance of 187.60 feet, to the Point of Beginning. The above described tract of land contains 2,157 square feet, more or less and as depicted on the Survey Sheet attached hereto as Exhibit B.

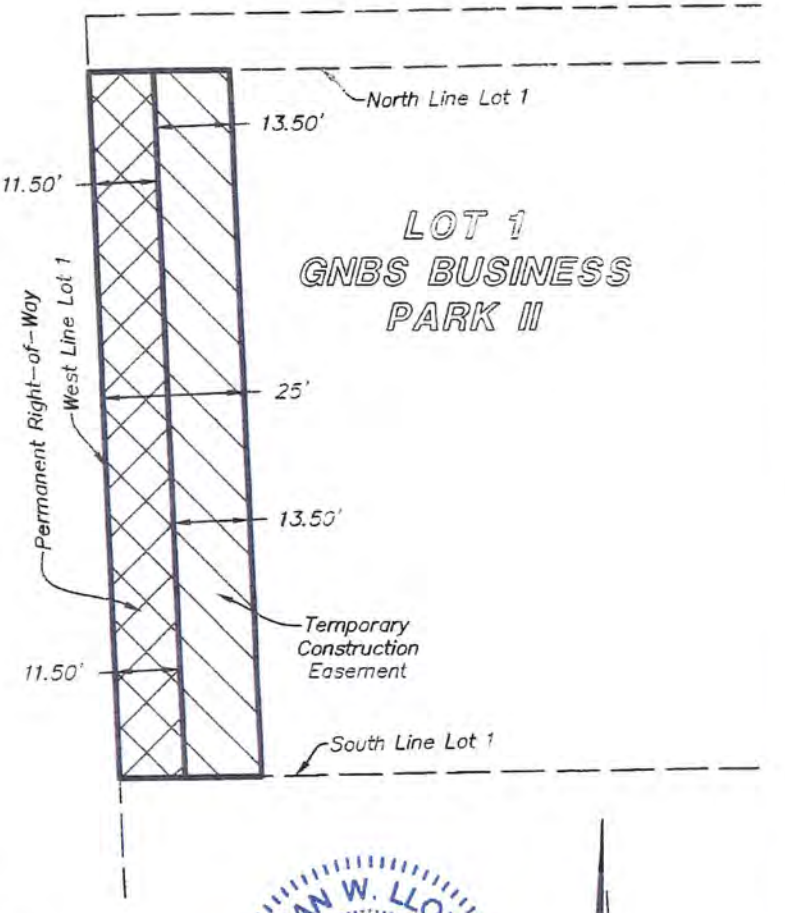
Legal Description of the Real Property to be conveyed for Temporary Construction Easement

All that part of Southwest 1/4 of said Section 36, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 89° 07' 08" E, along the South line of said Lot 1, a distance of 11.50 feet, to the Point of Beginning; thence continuing N 89° 07' 08" E, along said South line, a distance of 8.50 feet; thence S 2° 32' 07" E, a distance of 187.60 feet; thence S 89° 07' 08" W, a distance of 8.50 feet, to a point 11.50 feet East of Gardner Road right-of-way, as now established; thence N 2° 32' 07" W, along a line 11.50 feet East of and parallel with said East line, a distance of 187.60 feet, to the Point of Beginning. The above described tract of land contains 1,595 square feet, more or less and, as depicted in the Survey Sheet attached hereto as Exhibit B.

[Remainder of page intentionally blank, Exhibit B follows.]

Exhibit B
to Purchase Agreement



Tract No. : Tract 4
Owner: Three Willow LLC.

Permanent Right-of-Way

Permanent Utility Easement (U/E)

Temporary Construction Easement

STAN W. LLOYD
LICENSED
LS-827
KANSAS
LAND SURVEYOR

5/17/19

0 15 30

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

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

No Real Estate Sales Validation Questionnaire Required Pursuant to KSA 79-1437e (13)

City of Gardner
191st St. Realignment Project
Project Parcel No. 6

WARRANTY DEED

THIS CONVEYANCE is made this 13th day of September, 2019 by and between Olathe Medical Center, Inc., a corporation organized and existing under the laws of the state of Kansas (hereinafter "Grantor"), and the City of Gardner, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas (hereinafter "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of $1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold and by those present hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee and its successors and assigns, all of the following described tract, piece and parcel of land, including all improvements thereon, if any, situated in City of Gardner, Johnson, Kansas, to-wit:

See Exhibit A, which is attached hereto and incorporated herein by reference,

including all the estate, title, and interest of the Grantor. Grantor hereby covenants and agrees that at the delivery of this Warranty Deed Grantor is the lawful owner of the premises above granted, and seized of a good and indefeasible fee simple estate therein, free and clear of all encumbrances and that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereto set its hand the day and year first above written.

[Remainder of page intentionally blank, signature page follows.]

GRANTOR: Olathe Medical Center, Inc.

By: _____

Title: CEO

ACKNOWLEDGEMENT

STATE OF Kansas)
)SS.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 13th day of September, 2019 before me, the undersigned, a notary public in and for the county and state aforesaid, came Steen Holm, who being by me duly sworn, did state he/she is the duly-appointed CEO of Olathe Medical Center Inc., a corporation organized and existing under the laws of the state of Kansas, and that said instrument was signed in behalf of said corporation pursuant to authority given by its Board of Directors, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same 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.

Melody A. Brownfield
Notary Public

My appointment expires: 05/28/2021

MELODY A. BROWNFIELD
Notary Public, State of Kansas
My Appt. Expires
05/28/2021

[Remainder of page intentionally blank, Exhibit A follows.]

EXHIBIT "A"

Legal Description of the Real Property to be conveyed:

All that part of Southwest 1/4 of said Section 36, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Southwest corner of Lot 1, SINGH FOOD AND GAS SERVICES, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 89° 07' 08" E, along the South line of said Lot 1, a distance of 11.50 feet; thence S 2° 32' 07" E, a distance of 187.60 feet; thence S 89° 07' 08"W, a distance of 11.50 feet, to a point on the East line of Gardner Road right-of-way, as now established; thence N 2° 32' 07" W, along said East line, a distance of 187.60 feet, to the Point of Beginning. The above described tract of land contains 2,157 square feet, more or less, and as depicted in the Survey Sheet attached hereto as Exhibit B.

[Remainder of page intentionally blank, Exhibit B follows.]

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of a supplemental agreement with the Kansas Department of Transportation to construct improvements for the I-35 and Gardner Road project

Strategic Priority: Infrastructure and Asset Management; Quality of Life

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the Mayor to execute a supplemental agreement with the Kansas Department of Transportation (KDOT) to construct the I-35 and Gardner Road project.

Background/Description of Item:
In August of 2018, the City entered into an agreement with KDOT to construct improvements to the I-35 and Gardner Road interchange. The improvements include realignment of 191st Street north to 188th Street, a traffic signal at 188th Street and Gardner Road, and traffic signals at the interchange ramp intersections with Gardner Road.

The initial agreement limited KDOT's financial contribution to $1,415,000. KDOT has since agreed to contribute an additional $2,510,000 towards construction of the project. The primary purpose of this supplement is to account for this additional funding.

Financial Impact:
KDOT's maximum funding contribution to the project has been increased from $1,415,000 to $3,925,000. The current estimated project costs are as follows:

Overall estimated project cost	$7,402,091
KDOT Economic Dev Funds	$2,510,000
KDOT STPM Funds (80% of eligible remainder)	$1,415,000
City Responsibility	$3,477,091

The City issued Series 2020B G.O. bonds to finance its share of the project costs. Annual debt service will come from the Special Highway Fund.

Attachments Included:
- Supplemental Agreement

Suggested Motion:
Authorize the Mayor to execute a supplemental agreement with the Kansas Department of Transportation (KDOT) to construct the I-35 and Gardner Road project

PROJECT NO. 46 N-0657-01
STP-N065(701)
INTERCHANGE IMPROVEMENT
CITY OF GARDNER, KANSAS

SUPPLEMENTAL AGREEMENT No. 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Gardner, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

A. The Parties entered into an Agreement dated August 20, 2018, for interchange improvements at I-35 and Gardner Road (the "Original Agreement").

B. The Parties mutually desire to supplement the Original Agreement to reflect a change in scope of the Project and an increase in the funding available for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 3 of the Original Agreement, Article I, paragraph 19, be replaced in its entirety to read as follows:

> 19. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **interchange improvements at I-35 and Gardner Road, including the realignment of 191st Street and Gardner Road approximately 1,000 feet north to tie into the existing intersection at 188th Street, in Gardner, Kansas**, and is the subject of this Agreement.

2. On page 4 of the Original Agreement, Article II, paragraph 3, be replaced in its entirety to read as follows:

> 3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, contractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

3. On page 4 of the Original Agreement, Article II, paragraph 4, be replaced in its entirety to read as follows:

> 4. **Payment of Costs**. The Secretary agrees to the following provisions regarding the payment of costs on this Project:
>
> a. Economic Development Funds. The Secretary agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes

the costs of all Construction Contingency Items), but not to exceed $2,510,000.00 in Economic Development funds.

b. STPM-KS Funds. After the expenditure of Economic Development Funds, the Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed $1,415,000.00 in FFY 2020 STPM-KS funds.

c. Secretary Not Responsible for Certain Costs. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, Construction Engineering, and Utility adjustments for the Project.

4. On page 6 of the Original Agreement, Article III, paragraph 9(c), be replaced in its entirety to read as follows:

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq*. The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

5. On page 7 of the Original Agreement, Article III, paragraph 9(e), be replaced in its entirety to read as follows:

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, the City agrees as follows:

(i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of I-35. If the construction or maintenance of I-35 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of I-35 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City

will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk

6. On pages 9 and 10 of the Original Agreement, Article III, paragraph 14, be replaced in its entirety to read as follows:

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

7. On page 10 of the Original Agreement, Article III, paragraph 15(b), be replaced in its entirety to read as follows:

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

8. On page 11 of the Original Agreement, Article III, paragraph 18 be replaced in its entirety to read as follows:

18. **Financial Obligation**. The City will be responsible for zero percent (0%) of the first $2,510,000.00 in total actual costs of Construction (which includes the costs of all Construction Contingency Items), for the Project. After the first $2,510,000.00 in total actual costs of Construction have been paid, the City will be responsible for twenty (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), up to $4,278,750.00. The City will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed $4,278,750.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, Construction Engineering, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering Costs.

9. On page 12 of the Original Agreement, Article IV, paragraph 3 be replaced in its entirety to read as follows:

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

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

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST: THE CITY OF GARDNER, KANSAS

_____ _____

CITY CLERK (Date) MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of an agreement with BHC Rhodes to provide engineering services to update the City's Technical Specifications.

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute an agreement with BHC Rhodes to provide engineering services to update the City's Technical Specifications.

Background/Description of Item:
The project includes the review and update of our current public improvement technical specifications for streets, stormwater, sanitary sewer, water line, lighting, and all related items. The work will also include updating our design criteria, testing procedures, and standard drawings.

Staff advertised a Request for Qualifications on the city's website and in *The Legal Record* from December 11, 2020 through January 4, 2021. Two proposals were received. A three-person panel scored the proposals and selected BHC Rhodes based on their experience, staff, and approach presented in their proposal.

Financial Impact:
The fee negotiated with BHC Rhodes to perform the work is not to exceed $62,552. Funding will be split between the General Fund, Water Fund, and Wastewater Fund.

Attachments Included:
- Agreement

Suggested Motion:
Authorize the City Administrator to execute an agreement with BHC Rhodes to provide engineering services to update the City's Technical Specifications in an amount not to exceed $62,552.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this 12th day of February, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Brungardt Honomichl & Co., P.A., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional services firm, experienced in the review of development application documents and public improvement plans and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for said services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from March 1, 2021 to December 31, 2021 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the City Council in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or _____ Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.

3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Randy Gorton, P.E., PTOE, David Nolte, P.E., Collin Schmidt, Joe White, and other designated staff as appropriate.

3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

3.3.4 The Consultant shall designate Randy Gorton, P.E., PTOE as Principal (randall.gorton@ibhc.com, (913) 663-1900) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

3.3.5 City shall designate Robert Davis, Staff Engineer, rdavis@gardnerkansas.gov (913-856-0918) as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or City Council, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period described in this Agreement, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to Robert Davis.

5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:

1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
2) Claims resulting from the negligent acts of the Consultant by third parties against City or City's property;
3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;

4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
6) Persistent failure to carry out the Work in accordance with this Agreement;
7) Damage arising from the service provided by the Consultant to City or a third party to whom City is, or may be, liable; or
8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.5 City agrees to pay Consultant an amount not to exceed the sum of **$62,552.00** for performing services detailed in Exhibit A. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.

5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services specified in Exhibit A which have been agreed to by the parties through a properly written and executed change order.

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less

than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- ☐ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;

- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

- ☐ Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than $500,000, and shall provide the City with certification thereof.

8.2 The City shall be named as additional insured on such policies, except Workers' Compensation and Professional Liability. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

1) Is licensed to do business in the State of Kansas;
2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

9.0 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

Consultant will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Consultant shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the city on other projects not contemplated under this Agreement shall be at the City's sole risk, without liability to Contractor/Consultant.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Consultant of its primary responsibility for the quality and performance of such Services.

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:
Robert Davis
Staff Engineer
City of Gardner
120 E. Main
Gardner, Kansas 66030
or
rdavis@gardnerkansas.gov

To Consultant:
Randy Gorton, PE, PTOE
BHC RHODES
7101 College Blvd
Suite 400
Overland Park, KS 66210
or
randall.gorton@ibhc.com

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.

City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Exhibit A - Scope of Services and Exhibit B - Fees are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

CITY OF GARDNER, KANSAS

_____

(Mayor/City Administrator)

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Ryan Denk, City Attorney

CONSULTANT

_____

Its Authorized Agent
Randall J. Gorton, P.E., PTOE
Vice-President
Brungardt Honomichl & Co., P.A.

EXHIBIT A - SCOPE OF SERVICES

Consultant shall provide professional services on an as-needed basis that may include any of the following:

1. Attend a pre-design meeting to establish the City's expectations.
2. Gather all available information from Public Works and Utility Departments. Obtain Gardner Land Development Code, Gardner Access Management Plan, Olathe Technical Specifications, Olathe Design Criteria, Olathe Standard Drawings (.dwg), Lawrence Technical Specifications, KDHE Sanitary/Waterline Requirements, and APWA Section 5600.
3. Develop a task-oriented design schedule.
4. Review and compare the latest Olathe Specifications, Lawrence Specifications, and KDHE requirements for Sanitary Sewer and Waterline improvements. Develop a list of differentials and modifications to the current sanitary/water specifications.
5. Review and compare the latest Olathe Specifications, Land Development Code, Access Management, and APWA Section 5600. Develop a list of differentials and modifications to the current Gardner Specification.
6. Progress meetings following milestone tasks to ensure appropriate direction. Assume 4 (virtual) meetings.
7. Review and compare the latest Olathe Design Criteria with current Gardner Design Criteria.
8. Update standard drawings (.dwg) using Olathe Standard Drawings.
9. Electronically transmit updated specifications and design criteria to a City provided list of developers, contractors, etc. to gain feedback. Discuss and modify accordingly.
10. Review and compare Testing specifications and procedures for each sub section (streets, storm, sanitary, water, etc.) and provide a list of differentials. Discuss and make modifications accordingly.
11. Complete all final mark ups and modifications. Upon completion of all updates to specifications, design criteria, and drawings (.dwg and .pdf), provide electronic files (.doc) to the City of Gardner.

Additional services may be requested by the City and performed by the Consultant on a task-by-task basis.

EXHIBIT B - FEES

The City shall compensate the Consultant for the performance of professional services described in the Scope of Services on an hourly basis at the rates listed below. Standalone tasks may be performed under a separate agreement with compensation established outside this agreement. Certain tasks may also include the use of subconsultants with a rate schedule that differs from what is listed below; in those instances, the Consultant will review the subconsultant(s) rate schedule(s) with City staff to verify that the proposed rates are compatible with City expectations in order to be paid under this agreement. Reimbursable expenses incurred as part of the work will be charged to the City in accordance with the reimbursable expense schedule listed on the next page.

These rates may be adjusted each calendar year by the Consultant as each year's standard billing rates are set. A copy of each annual updated rate schedule will be submitted to the City in writing.

Title	Rate	Title	Rate
Principal/Program Manager/ Project Advisor	$200.00	Construction Manager	$150.00
		Lead Construction Technician	140.00
Project Manager	185.00	Construction Technician II	125.00
Sr. Traffic Engineer	180.00	Construction Technician I	100.00
Traffic Engineer	155.00	GIS Supervisor	150.00
Sr. Project Engineer	165.00	GIS Analyst III	113.00
Project Engineer	145.00	GIS Analyst II	92.00
Utilities Manager	145.00	GIS Analyst I	82.00
Design/Staff Engineer	117.00	Survey Manager	165.00
Landscape Architect	117.00	Sr. Land Surveyor	165.00
Sr. Designer	145.00	Project Surveyor	130.00
Designer	135.00	Sr. Survey Technician	110.00
Senior Eng. Technician	130.00	Survey Technician	85.00
Engineering Technician	100.00	Survey Crew Chief	110.00
Technician	75.00	Crew Member	85.00
Resident Project Engineer	145.00	Clerical	65.00

Reimbursable Expenses:

DESCRIPTION	UNIT	PRICE
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	$0.70
C. Project Related Travel		Actual Cost
D. Telephone & Conference Call Service		Actual Cost
E. In House Reproduction	Sq. Ft.	$0.15
F. Outsourced Reproduction		Actual Cost
G. Freight & Postage		Actual Cost
H. Survey Total Station	Per Hour	$15.00
I. Survey GPS RTK Receiver	Per Hour	$30.00
J. Survey Robotic Total Station	Per Hour	$40.00
K. Trimble SX10 Scanner	Per Hour	$120.00
L. Other Laser Scanning		Price per Project
M. Quickview Air HD Camera	Per Hour	$10.00
N. Camera & Lidar Based UAV		Price per Project

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 8

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: JAMES BELCHER, CHIEF OF POLICE

Agenda Item: Consider authorizing the execution of an agreement with the Kansas Governor's Grant Program for the Services/Training/Officers/Prosecutors Violence Against Women Act (S.T.O.P. VAWA) Grant

Strategic Priority: Improve Quality of Life

Department: Police

Staff Recommendation:
Staff recommends authorizing the execution of an agreement between the City of Gardner and Kansas Governor's Grant Program (KGGP) to continue the implementation of a special investigative position that specifically addresses violent crimes committed against women, including sexual assault and domestic violence.

Background/Description of Item:
The City of Gardner applied for, and received, funding from KGGP in 2020. Last March, the Gardner Police Department initiated the VAWA grant program and dedicated a portion of a detective's time to domestic and sexual violence cases. Studies show that people who become victims of crime are generally at higher risk of being re-victimized. This funding assists law enforcement officers in protecting victims from intimidation and educating them as to how to decrease their likelihood of re-victimization, thereby helping community members feel safer and more secure.

The nature of the crimes being investigated require much more time and resources from law enforcement agencies than other crimes because they work with victims throughout the entire process. This funding allows the detective working these crimes to focus on coordinating victim assistance advocates and other resources, without other cases competing for time and/or effort.

In November 2020, staff applied for continued grant funds from the KGGP for the VAWA initiative. The City received notification in December that the application was approved, but due to a delay from the Department of Justice, the award documents were not received until February 23, 2021. The new grant period is January 1, 2021-December 31, 2021.

The KGGP grant has a minimum 25% matching requirement. KGGP will reimburse the City $64,336 for personnel and fringe for the detective position.

Financial Impact:
Funds for the projects will come from:

KGGP $64,336
City of Gardner General Fund $21,445

Attachments Included:

- Award Letter
- Grant Assurances

Suggested Motion:

Authorize the City Administrator to execute an agreement between KGGP and the City of Gardner for the STOP VAWA Grant and authorize the expenditure of $21,445 of revenues in the City's general fund for the required matching funds.

Capitol Building
Room 241 South
Topeka, KS 66612

Kansas
Office of the Governor

Phone: (785) 296-3232
governor.kansas.gov

Laura Kelly, Governor

February 23, 2021

Ms. Jen Jordan
Gardner Police Department
120 E Main
Gardner, KS 66030

Dear Ms. Jordan:

Congratulations on your recent award from the Federal S.T.O.P. Violence Against Women Act (VAWA) grant program. These grant funds are entrusted to develop and strengthen effective responses to violence against women. The services that Gardner Police Department provides are vital to those affected by these crimes.

In order to process the grant award, follow the instructions in the email message for accessing and submitting the proper grant award documents. Please do not hesitate to contact the Kansas Governor's Grants Program staff if you have any questions. Thank you and your staff for your commitment and dedication in developing and reinforcing effective responses to domestic violence, dating violence, sexual assault, and stalking in Kansas.

Respectfully,

Laura Kelly

Laura Kelly
Governor

Kansas Governor's Grants Program
900 SW Jackson Street, Room 304 North
Topeka, KS 66612-1220
Voice: (785) 291-3205 * Fax: (785) 291-3204

KANSAS GOVERNOR'S GRANTS PROGRAM
Federal S.T.O.P. Violence Against Women Formula Grant Program
Grant Assurances for Calendar Year 2021

The subgrant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Services, Training, Officers, Prosecutors (S.T.O.P.) Violence Against Women Formula Grant Program (VAWA), as established by 34 U.S.C. §10441 and §§10446-10451 and amendments thereto, and awarded to the State of Kansas through Federal Award Number 2018-WF-AX-0011 on September 17, 2018, by the U.S. Department of Justice, Office on Violence Against Women.

The funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Governor's Grants Program (KGGP) and used to combat violence against women as allowed by 34 U.S.C. §10441 and §§10446-10451 and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal S.T.O.P. Violence Against Women Formula Grant Program is 16.588. This document contains information specific to this federal grant program.

The subgrant project awarded to **Gardner Police Department** (Subgrantee), Unique Entity Identifier: **DUNS 027582832**, is for the total amount of **$85,781**. The portion of the grant award funded by the federal VAWA grant (75% of the total grant project) is **$64,336**. The portion of the grant award that must be funded by the Subgrantee (25% non-federal cash or in-kind match) is **$21,445**. The use of non-federal match is restricted to the same guidelines, purposes, and allowable costs as the federal funds. Hereinafter, all references to the "grant award" or "grant project" are inclusive of both federal funds and non-federal match.

The grant project number for this subgrant award is **21-VAWA-13**. As stated in the Subgrantee application, the approved project description is:

> To provide specialized contact with victims and effective coordination of resources that address violent crimes committed against women.

With acceptance of this grant award, the Subgrantee assures to the following:

1. **AWARD PERIOD:** This grant award is for the period January 1, 2021, to December 31, 2021. The Subgrantee shall not allocate any expense made or incurred prior to January 1, 2021, or after December 31, 2021, to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award expenses properly obligated on or before December 31, 2021, must be paid within 30 days following the end of the grant award period.

2. **APPROVED PURPOSES AND LIMITATIONS:** Grant project funds shall only be expended for the program described in 34 U.S.C. §10441 and §§10446-10451 and

amendments thereto; for the purposes approved by the KGGP; in accordance with any terms and conditions the KGGP attaches to the grant award; and for approved VAWA activities, attributable to the VAWA approved project.

The Subgrantee shall not be approved to use grant funds as follows:

- To supplant federal, state, or local funds that would otherwise be available to combat violence against women;
- For fundraising or research outside the statutory scope of the VAWA grant program, either directly or indirectly (this does not include program assessments conducted only for internal improvement purposes);
- For construction or renovation and/or purchase of land;
- To lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized; or
- To pay debts or support other agency programs, initiatives, or expenses incurred by other activities beyond the scope of the approved VAWA project.

3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the submitted application was approved. The terms and conditions of the VAWA solicitation are hereby incorporated by reference into this award.

4. **LAWS AND REGULATIONS:** The Subgrantee shall comply with all applicable state and federal laws and regulations that include, among other relevant authorities, the following:

- The Federal Violence Against Women Act of 1994, P.L. 103-322;
- The Federal Violence Against Women Act of 2000, P.L. 106-386;
- The Federal Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162;
- The Federal Violence Against Women Reauthorization Act of 2013, P.L. 113-4;
- The Federal Office on Violence Against Women implementing regulations at 28 C.F.R. Part 90;
- The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§10228(c) and 10221(a);
- The provisions of 28 C.F.R. applicable to grants (including Parts 18, 22, 23, 30, 35, 38, 42, 54, 61, and 63) and the award term in 2 C.F.R. §175.15(b);
- The Federal Program Guidelines for the VAWA;
- The copyright provisions set forth in 28 C.F.R. §66.34;
- The Drug-Free Workplace Act of 1988, implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. §67.615 and 28 C.F.R. §67.620; and
- The requirements of the U.S. Department of Justice DOJ Grants Financial Guide effective edition; and
- The VAWA Program Guidelines and Reporting Requirements as established by the KGGP.

The Subgrantee shall comply with all applicable restrictions on the use of these federal VAWA grant project funds set out in federal appropriations statutes. The Subgrantee shall refer to pertinent restrictions and general provisions set out for Federal Fiscal Year 2016, Federal Fiscal Year 2017, Federal Fiscal Year 2018, Federal Fiscal Year 2019, or Federal Fiscal Year 2020 as applicable.

In addition, a Subgrantee that enters into any contractual or mutual agreement in which a specific role or responsibility of the approved VAWA grant project is assumed by the partnering/contractual entity, will be responsible for assuring compliance with requirements in the Grant Assurance document is met by the partnering/contractual entity.

5. **VICTIM SAFETY:** The Subgrantee understands that victim safety is a guiding principle that underlies the VAWA grant program. The goals and services of the Subgrantee shall reflect this principle accordingly.

6. **CONFIDENTIALITY:** The Subgrantee assures written policies and procedures have been or will be developed and put in place to ensure the confidentiality of records pertaining to persons receiving assistance or services from any Subgrantee grant project funded in full or in part by VAWA. The Subgrantee shall not disclose personally identifying information about crime victims without a signed informed time-limited written release unless the disclosure of the information is required by a statute or court order. The Subgrantee shall comply with all applicable federal and state confidentiality laws including, but not limited to, 34 U.S.C. §12291(b)(2), The McKinney-Vento Homeless Assistance Act, and 42 U.S.C. §11363 and amendments thereto. Additional information can be found at Frequently Asked Questions on the VAWA Confidentiality Provision.

7. **BREACH OF PERSONALLY IDENTIFIABLE INFORMATION:** The Subgrantee has written procedures in place to respond in the event of an actual or imminent breach, as defined in OMB M-17-12, if the Subgrantee 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII), as defined in 2 C.F.R. 200.79, within the scope of a VAWA-funded program or activity, or 2) uses or operates a Federal information system, as defined in OMB Circular A-130. Such procedures must include a requirement to report actual or imminent breach of PII to the KGGP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. **DISSEMINATION OF CRIME VICTIMS' RIGHTS INFORMATION:** The Subgrantee assures that services and assistance provided by VAWA-funded staff and volunteers to crime victims shall include the dissemination of crime victims' rights information, including the statutory rights of crime victims and crime victim compensation. VAWA-funded staff and volunteers shall receive information and training on crime victim compensation and on all applicable laws pertaining to crime victims' rights.

9. **DIRECT VICTIM ASSISTANCE:** The Subgrantee shall use "Direct Assistance to Victims" funds only for the immediate health and safety of crime victims. Written documentation to support the use of these funds for this purpose must be maintained. The Subgrantee shall not use grant project funds to make direct payments to any crime victim or a dependent of any crime victim. Further, the Subgrantee assures that gift cards will not be provided directly to victims as a substitute for cash.

10. **SERVICES AND ACTIVITIES THAT MAY COMPROMISE VICTIM SAFETY:** The Subgrantee shall not use grant project funds to support activities that may compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving VAWA-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g. seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

11. **LEGAL ASSISTANCE ELIGIBILITY REQUIREMENTS:** The Subgrantee assures any person providing legal assistance through this grant project has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or is partnered with an entity or person that has demonstrated such expertise and has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related issues, including training on evidence-based risk factors for domestic and dating violence homicide. Any training program that is conducted in satisfaction of this requirement shall have been or will be developed with input from and in collaboration with a State, local, territorial or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate law enforcement officials. Further, the Subgrantee shall inform the State, local, territorial or tribal domestic violence, dating violence, stalking, or sexual assault programs, state coalitions, and State and local law enforcement officials of their work. The Subgrantee's organization policies shall not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Subgrantee assures that grant funds will not be used to support any criminal defense work.

12. **SERVICE POPULATION:** The Subgrantee assures grant project funds will be used to serve or focus on adult and youth (age 11-24) women and girls who are victims of

domestic violence, dating violence, sexual assault, or stalking. In addition, activities may support direct victim services for secondary victims such as children who witness domestic violence.

With the exception of any grant project award funded under federal purpose areas 17 or 19, activities must be focused on combating violence against women. However, the Subgrantee shall provide services to male victims who are in similar situations to female victims ordinarily served and who request services.

13. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the Federal VAWA Program or those set by the KGGP. Additionally, the Subgrantee shall establish written procedures describing how the evaluative, statistical, and financial reporting requirements will be met, including staff involved, information and data collected and analyzed, and timelines for completion of tasks. Any grant requirement deadline not met in which there was not prior approval for an extension will result in consideration by the KGGP to suspend, decrease, or terminate the grant award. This requirement includes, but is not limited to, signed Grant Assurances, Special Conditions, financial reports, programmatic reports, and grant project compliance review requirements.

14. **SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:** The Subgrantee shall maintain an active registration status in the U.S. System for Award Management (SAM) for the duration of the grant award period. The Subgrantee shall acquire and provide the KGGP with its unique entity identifier as required for SAM registration.

15. **INTEGRITY AND PERFORMANCE MATTERS**: The Subgrantee shall comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with this VAWA award or any other grant, cooperative agreement, or procurement contract from the federal government. Details of reporting obligations are posted at Reporting Matters Related to Integrity and Performance.

16. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.

17. **PERSONNEL INFORMATION:** Job descriptions, résumés, and compensation, including salary/wages and bonuses, for all grant-funded staff shall be maintained by the Subgrantee and available for review by the KGGP. These grant project funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.

Employment Eligibility Verification: As part of the hiring process for any position that is or will be funded in whole or in part with VAWA funds, the Subgrantee has properly verified the employment eligibility of the individual being hired, consistent with the provisions of 8 U.S.C. §1324a(a)(1) and (2). Details related to this condition are posted at Employment Eligibility Verification for Hiring Under the Award and are incorporated

by reference in this assurance. It is the responsibility of the Subgrantee to notify all persons involved in grant project activities and/or the hiring process of this requirement, provide training necessary to ensure compliance with this requirement, and maintain records to verify employment eligibility pertinent to compliance with this condition in accordance with Form I-9 record retention requirements and the aforementioned notification and training. To satisfy this requirement, the Subgrantee may participate in and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subgrantee uses E-Verify to confirm employment eligibility for each hiring for a position this is or will be funded with grant project funds. Nothing in this condition shall be understood to authorize or require any Subgrantee, person or other entity to violate any federal law, including any applicable civil rights or nondiscrimination law.

18. INTERACTION WITH PARTICIPATING MINORS: The Subgrantee has or will, for any VAWA-funded activity benefitting a set of individuals under 18 years of age, make determinations of suitability before certain individuals may interact with participating minors, regardless of an individual's employment status. The Subgrantee shall refer to Determination of Suitability Required for Certain Individuals Who May Interact with Participating Minors for details of this requirement.

19. WORKPLACE-RELATED INCIDENTS: The Subgrantee has a policy in place or will issue a policy within 270 days of the date of this award, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The Subgrantee shall refer to Policy for Response to Workplace-Related Incidents for details of this condition.

20. TIME AND ACTIVITY: The Subgrantee shall keep daily time and activity records for all staff funded by this grant project that document the services and grant projects that the staff person worked on and the time spent providing the services or programs. Such time and activity records must account for 100 percent of staff time regardless of the percentage funded by this grant award and shall reflect actual activities performed and the actual time spent on such activities, by each employee. Activity records that are "recycled" week to week are not allowable. The Subgrantee shall use the time and activity records to distribute actual payroll and related fringe benefits costs to each funding source for each pay cycle accordingly. Time and activity records shall be signed by the staff member and supervisor and shall be kept and compiled in the subgrantee's administrative files and available for review. By signing the records, the employee and supervisor are certifying the records are true, complete, and accurate. Volunteer service hours used as match must be documented and, to the extent feasible, supported by the same methods used by the organization for paid employees.

These requirements extend to outside employees and persons who will perform contractual work. Subgrantees shall keep time and activity documentation in hourly increments for contractors providing direct client services, training, or consulting funded by this grant project. For agency contracts entered into for operating costs including, but not limited to, janitorial services, website services, technology services, and maintenance,

the Subgrantee shall retain copies of contracts and/or invoices but is not required to maintain detailed time and activity records.

21. **PROCUREMENT PRACTICES:** The Subgrantee shall comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently $250,000). The Subgrantee shall contact the KGGP for guidance in meeting the necessary requirements for prior approval.

In procurement transactions, the Subgrantee will not discriminate on the basis of a person or entity's status as an "associate of the federal government," except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by the KGGP and the U.S. Department of Justice. The term "associate of the federal government" means any person or entity engaged or employed (past or current) by or on behalf of the federal government, as an employee, contractor or subcontractor, grant recipient or subrecipient, agency, or otherwise, in undertaking any work, project, or activity for or on behalf of the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity in future. Nothing in this condition shall be understood to authorize or require any Subgrantee, person or other entity to violate any federal law, including any applicable civil rights or nondiscrimination law. The Subgrantee shall refer to Unreasonable Restrictions on Competition; Association with Federal Government for details of this requirement.

The Subgrantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Documentation of research for such products must be maintained by the Subgrantee.

22. **ACCOUNTING:** Grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant project funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:

(a) The Subgrantee shall keep records that segregate these grant project federal and match funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;

(b) The Subgrantee shall keep supporting documentation for all costs charged to this grant project. This includes payroll reports, time and activity records, invoices, and other financial documentation for all paid expenses; the portion of the grant

project supported by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and

(c) The Subgrantee shall adhere to the applicable financial and administrative rules as referenced in the U.S. Department of Justice DOJ Grants Financial Guide effective edition, and the applicable requirements set forth in the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "Uniform Guidance"), 2 C.F.R. Part 200, as adopted and supplemented by the U.S. Department of Justice in 2 C.F.R. Part 2800.

23. **ALLOWABLE COSTS:** All costs allocated to the VAWA grant project shall be consistent with the principles set out in the Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart E, and those permitted by the grant program's authorizing legislation. Costs must be reasonable, allocable, and necessary to the grant project's success.

24. **INDIRECT COSTS:** Any indirect cost rate applied to the VAWA grant project will be approved by the KGGP prior to the application of such indirect costs against grant project expenditures. Further, the Subgrantee assures compliance with Section 200.414 of the Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart E, and the applicable appendices.

25. **PROGRAM INCOME:** The Subgrantee shall not generate program income unless written approval is first obtained from the KGGP. Any and all program income that is generated as a direct result of this grant award shall be used to supplement the grant project, shall be utilized prior to any request for grant funds, and must be accounted for and used for the purposes under the conditions applicable for the use of this grant project. This includes following the applicable federal requirements, the U.S. Department of Justice DOJ Grants Financial Guide effective edition, and the Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart D. Further, the receipt and expenditure of program income must be reported to the KGGP quarterly on a Program Income/Expenditure Report.

26. **AUDIT REQUIREMENTS:** The Subgrantee shall undergo a financial statement audit conducted by an independent certified public accountant for the applicable agency fiscal period(s) under which these grant funds are expended. Such audit must comply with the applicable Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart F, organizational audit requirements and the Single Audit requirements. The financial statements are or will be accessible by the public. Nonprofit subgrantees shall mail to the KGGP a copy of the audit report(s), including Single Audit if one is completed, related to expenditure of these VAWA funds. Likewise, governmental subgrantees shall provide the KGGP specific instructions for accessing the entity's audit report(s) related to expenditure of these VAWA funds.

27. **RECORDS:** All records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as

Federal personnel. All financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the closeout of the grant award.

The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.

28. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by VAWA.

29. **FOOD AND/OR BEVERAGE:** The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy and approved in the VAWA grant project budget.

30. **PUBLICATIONS AND MATERIALS:** All issued statements, publicity releases, or other documents (written, web-based, audio-visual, or any other format) describing the funded grant project, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

"This project was supported by subgrant number 21-VAWA-13 awarded by the Kansas Governor's Grants Program for the Office on Violence Against Women, U. S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice."

This condition also extends to VAWA grant project-funded website services, which must contain the above acknowledgement. However, the Subgrantee assures that any VAWA grant project-funded website services will also meet the "Approved Purposes and Limitations" Grant Assurance and not contain fundraising or solicitation information.

One copy, electronic or paper, of all materials published or posted with grant project funds from this grant award shall be submitted to the KGGP at least 10 days prior to publication.

31. **TRAINING AND TRAINING MATERIAL:** The Subgrantee assures that any training or training materials developed or delivered with grant project funds, if approved in the VAWA award and project budget, will adhere to the OVW Training Guiding Principles for Subgrantees in the development and/or delivery of training and training materials.

32. **COPYRIGHT:** Pursuant to 2 C.F.R. §200.315(b), the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

(a) any work that is subject to copyright and was developed under this award, contract, or subcontract pursuant to this award; and

(b) any work that is subject to copyright for which ownership was acquired by the Subgrantee or a contractor with support under this award.

In addition, the Subgrantee must obtain advance written approval from the KGGP and the Office on Violence Against Women and must comply with all conditions specified by the KGGP and the Office on Violence Against Women in connection with that approval before: 1) using award funds to purchase ownership of or a license to use a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

33. **CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. §12291(b)(13); the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§10228(c) and 10221(a); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Juvenile Justice and Delinquency Prevention Act of 2002, as amended, 34 U.S.C. §11182(b); the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39; Department of Justice regulations on nondiscrimination in certain education programs, 28 C.F.R. Part 54; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects.

Subgrantees shall refer to the U.S. Department of Justice Guidance, Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013) and be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination.

Kansas Executive Order (EO) 19-02: Pursuant to EO 19-02, the Subgrantee shall expressly require all hiring must be on the basis of individual merit and qualifications and expressly prohibit discrimination based on race, color, gender, sexual orientation, gender

identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position.

Kansas EO 18-04: Pursuant to EO 18-04, the Subgrantee:

- Shall comply with all state and federal employment discrimination laws prohibiting sexual harassment and retaliation in the workplace;
- Shall establish agency policies regarding sexual harassment, discrimination, retaliation, confidentiality and anonymous reporting, applicability to intern positions, and training of the policy; and
- Shall conduct annual mandatory training seminars for all staff, employees, and interns in regard to the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

Civil Rights Contact: The name of the person who has lead responsibility for ensuring that all applicable civil rights requirements are met has been provided to the KGGP. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, OCR.

Civil Rights Finding: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, OCR.

Civil Rights Policies and Procedures: The Subgrantee is required to have written policies and procedures in place to assure compliance with applicable civil rights laws, regulations, and policies.

Training: The Subgrantee assures all agency staff participate in annual training of its civil rights policies and procedures.

Civil Rights Compliance Form: The Subgrantee is required to complete the Civil Rights Compliance Form and submit the required documents. The KGGP will verify a current (less than one year old) completed form is on file before the grant award will be considered open.

34. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: If required by federal (28 C.F.R. Part 42, Subpart E) and state law, the Subgrantee has formulated an equal employment opportunity (EEO) program.

The Subgrantee assures they have provided the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR) with a current Federal Office for Civil Rights EEO certification form and, if required, have created and submitted an EEO

Utilization Report. Submissions must be made through the Equal Employment Opportunity Program Reporting Tool. Documentation of this submission must be maintained by the Subgrantee and submitted with the Civil Rights Compliance Form. For assistance in setting up a new account, please refer to the OCR EEO Reporting Tool Job Aid. The Subgrantee acknowledges that failure to submit an acceptable EEOP or applicable certification may result in suspension or termination of funding, until such time as the Subgrantee is in compliance. Technical assistance is available from the OCR at (202) 307-0690.

35. **EQUAL TREATMENT FOR FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS:** All grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, the Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Subgrantees are required to provide a written notice of beneficiary protections as set forth at https://www.law.cornell.edu/cfr/text/28/appendix-A_to_part_38.

36. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510, the Subgrantee certifies that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

37. POLITICAL ACTIVITY: The Subgrantee shall comply with all applicable federal and state statutes and regulations applicable to political activity restrictions and requirements including, but not limited to, The Hatch Act, 5 U.S.C. §7321-7326, as amended; 5 C.F.R. Part 733 and 5 C.F.R. Part 734 subparts A-G; K.S.A. 75-2953; K.S.A. 25-4169a; and K.S.A. 75-2949f. Frequently asked questions regarding The Hatch Act can be found at https://osc.gov/Services/Pages/HatchAct-FAQ.aspx.

38. LIMITATION ON LOBBYING ACTIVITIES: The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the Federal Office on Violence Against Women and the KGGP, in order to avoid violation of 18 U.S.C. §1913.

As required by 31 U.S.C. §1352 and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 C.F.R. Part 69, the Subgrantee certifies that:

(a) No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Subgrantee shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The Subgrantee shall include the language of this certification in the award documents for all contracts entered into and shall certify and disclose accordingly.

39. LIMITED ENGLISH PROFICIENCY: Procedures are in place to ensure meaningful access by persons with limited English proficiency (LEP) that are eligible for assistance or services from any Subgrantee program assisted under VAWA. The Subgrantee is required to complete the Civil Rights Compliance Form. The KGGP will verify on an annual basis the Subgrantee has a LEP policy meeting federal criteria.

For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding*

Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons at 67 C.F.R. 41455 (June 18, 2002) or www.lep.gov.

40. **COMPUTER NETWORKS:** The Subgrantee assures that (a) VAWA funds will not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, pursuant to Federal Executive Order 13513, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. Kansas law prohibits texting while driving (K.S.A. 8-15,111).

42. **HISTORIC PRESERVATION:** The Subgrantee is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §306108; Executive Order 11593; the Archeological and Historic Preservation Act of 1974, 54 U.S.C. §312501-312508; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. §4321-4335; and 28 C.F.R. Part 61 (NEPA) and 63 (floodplains and wetlands). The Subgrantee shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

43. **NATIONAL ENVIRONMENTAL POLICY ACT:** The Subgrantee is in compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 *et seq*., and other related federal environmental impact analysis requirements in the use of these grant funds. The Subgrantee understands that this applies to new activities whether or not they are being specifically funded by these grant funds. That is, as long as the activity is being conducted by the Subgrantee and the activity needs to be undertaken in order to use these grant funds, this assurance must first be met. The Subgrantee shall notify the KGGP prior to any of the activities taking place. The activities covered by this provision are:

(a) New Construction;
(b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland or a habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
(c) A renovation, lease, or any proposed use of a building or facility that will either a) result in a change in its basic prior use or b) significantly change its size;
(d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and b) traditionally used, for example, in office, household, recreational, or education environments; and

(e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee assures it will cooperate with the Federal Office of Justice Programs (OJP) in any preparation by OJP of a national or program environmental assessment of the funded program activity.

44. PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS: The Subgrantee shall comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Details related to this condition are posted at Prohibited Conduct Related to Trafficking in Persons and are incorporated by reference in this assurance.

45. DISCLAIMER OF LIABILITY: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*) and shall not be held liable for the payment of damages resulting from the performance of installing, maintaining, or providing grant-funded services.

46. INSURANCE: The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant project funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant project funds.

47. ADDITIONAL REQUIREMENTS: Additional requirements may be imposed during the grant performance period if the KGGP determines it is warranted.

48. MISUSE OF GRANT FUNDS: Misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.

49. FRAUD, WASTE, AND ABUSE: The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for VAWA grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VAWA funds. Additional information can be found at www.usdoj.gov/oig. Potential fraud, waste, abuse, or misconduct shall be reported to:

U.S. Department of Justice Office of the Inspector General Investigations Division ATTN: Grantee Reporting	AND	Kansas Governor's Grants Program Landon State Office Bldg., Room 304 North 900 SW Jackson Street Topeka, KS 66612-1220

_____ (initials of Authorized Certifying Official)

950 Pennsylvania Ave, N.W. Phone: 785-291-3205
Washington, DC 20530
Online Reporting: https://oig.justice.gov/hotline/contact-grants.htm
Hotline Fax: 202-616-9881

50. NON-DISCLOSURE AGREEMENTS AND PROHIBITIONS ON REPRISAL: The Subgrantee shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. This requirement is not intended to contravene requirements applicable to Standard Form 312 (relating to classified information), Form 4414 (relating to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

The Subgrantee shall comply with 41 U.S.C. §4712 and shall not discriminate against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subgrantee shall inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. §4712.

51. UNUSED FUNDS: The Subgrantee shall return to the KGGP any unused grant funds on hand within 10 business days after the final Financial Status report is due.

52. FAILURE TO COMMENCE GRANT PROJECT: If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.

53. RIGHT TO TERMINATE: The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.

54. CORRESPONDENCE AND REPORTS: Grant Assurances shall be signed, scanned, and emailed to kggp@ks.gov or mailed to the **Kansas Governor's Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220**. All other correspondence, reports, and documentation required by

this grant shall be submitted through the Kansas Governor's Grants Program Grant Portal, unless otherwise noted and described in the 2021 VAWA Reporting Requirements. The Subgrantee further understands and agrees that by submitting financial reports on the Grant Portal they are certifying to the following statement: "To the best of the Subgrantee's knowledge and belief the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. The Subgrantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Subgrantee to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise."

55. SPECIAL CONDITION(S):

(a) The Subgrantee shall attend webinar training session(s) regarding the Grant Assurances and Reporting Requirements. The dates and access information will be announced at a later time. Failure to participate in the training could result in the interruption or suspension of the grant award.

(b) As stated in the "Reporting Requirements" Assurance, the Subgrantee shall establish written procedures describing how the evaluative, statistical, and financial reporting requirements will be met, including staff involved, information and data collected and analyzed, and timelines for completion of tasks. These procedures will be reviewed as a part of compliance monitoring.

(c) As stated in the "Workplace-Related Incidents" Assurance, the Subgrantee shall have a policy in place or will issue a policy within 270 days of the date of this award, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor

(d) As stated in the "Procurement Practices" Assurance, the Subgrantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Documentation of research for such products must be maintained by the Subgrantee.

(e) The Subgrantee shall contact a KGGP VAWA Analyst for technical assistance to discuss 'best practice' for required budget line item descriptions and computations, no later than March 10, 2021.

(f) The Subgrantee shall revise the budget in the Grant Portal to reduce the Health Insurance line item to no more than the VAWA-funded proportion of Personnel costs, no later than March 15, 2021.

_____ (initials of Authorized Certifying Official)

56. <u>REQUIRED SIGNATURE</u>:

As the Authorized Certifying Official, I have read and fully understand this Grant Assurances document. By signing, I accept the conditions stated in this document.

_____

Signature of Authorized Certifying Official Date

_____

Type or Print Name of Authorized Certifying Official

_____

Title

_____

Address (Street, City, State, Zip Code)

_____ (initials of Authorized Certifying Official)

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: ROBERT CASE, PLANNER

Agenda Item: Consider accepting the dedication of right-of-way and easements and approving FP-20-02, a corrective final plat for Prairie Trace Meadows 1st Plat

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

Department: Community Development

Staff Recommendation:
Staff recommends accepting the dedication of right-of-way and easements and approving FP-20-02, a corrective final plat for Prairie Trace Meadows, 1st Plat.

Background/Description of Item:
City Council accepted the dedication of right-of-way and easements at the July 20, 2020 meeting. As part of the plat recording / filing process, it was discovered that a portion of the New Trails Parkway right-of-way at 175th Street was not located within the City of Gardner. After discussions with Johnson County, it was determined that the original approved plat would need to be vacated and a corrective plat would need to be submitted to City Council for acceptance of the corrective plat's right-of-way and easements. It should be noted that the only correction being made is to the New Trails Parkway right-of-way at 175th. All other aspects of the original approved plat remain the same with all Planning Commission conditions from that approval.

Financial Impact:
None.

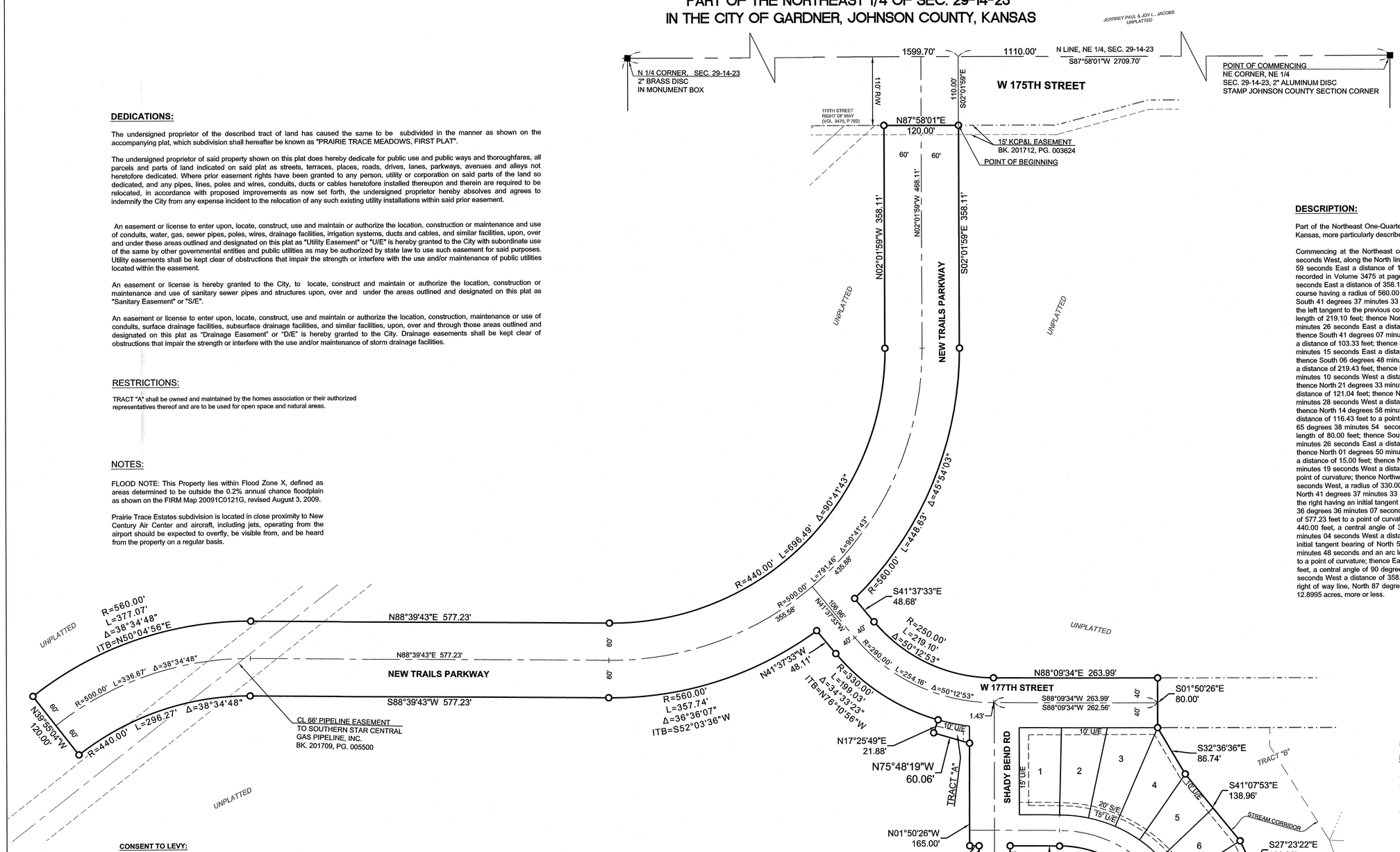
Attachments included:
- Final corrective plat document
- Affidavit to vacate the plat

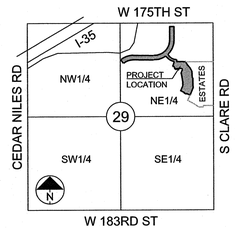
Suggested Motion:
Accept the dedication of right-of-way and easements and approve FP-20-01, a corrective final plat for Prairie Trace Meadows, 1st Plat

FINAL PLAT OF

PRAIRIE TRACE MEADOWS, FIRST PLAT

PART OF THE NORTHEAST 1/4 OF SEC. 29-14-23
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS





SECTION 29-14-23
LOCATION MAP
SCALE 1" = 2000'

DEDICATIONS:

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "PRAIRIE TRACE MEADOWS, FIRST PLAT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license is hereby granted to the City, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer pipes and structures upon, over and under the areas outlined and designated on this plat as "Sanitary Easement" or "S/E".

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

RESTRICTIONS:

TRACT "A" shall be owned and maintained by the homes association or their authorized representatives thereof and are to be used for open space and natural areas.

NOTES:

FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the FIRM Map 20091C0121G, revised August 3, 2009.

Prairie Trace Estates subdivision is located in close proximity to New Century Air Center and aircraft, including jets, operating from the airport should be expected to overfly, be visible from, and be heard from the property on a regular basis.

DESCRIPTION:

Part of the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, now in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 29; thence South 87 degrees 58 minutes 01 seconds West, along the North line of the said Northeast One-Quarter, a distance of 1110.00 feet; thence South 02 degrees 01 minutes 59 seconds East a distance of 110.00 feet to a point on the South right of way line of West 175th Street as now established and recorded in Volume 3475 at page 762, said point being the Point of Beginning; thence continuing South 02 degrees 01 minutes 59 seconds East a distance of 358.11 feet to a point of curvature; thence Southwesterly along a curve to the right tangent to the previous course having a radius of 560.00 feet, a central angle of 45 degrees 54 minutes 03 seconds and an arc length of 448.63 feet; thence South 41 degrees 37 minutes 33 seconds East a distance of 48.68 feet to a point of curvature; thence Southeasterly along a curve to the left tangent to the previous course, having a radius of 250.00 feet, a central angle of 50 degrees 12 minutes 53 seconds and an arc length of 219.10 feet; thence North 88 degrees 09 minutes 34 seconds East a distance of 263.99 feet; thence South 01 degrees 50 minutes 26 seconds East a distance of 80.00 feet; thence South 32 degrees 36 minutes 36 seconds East a distance of 86.74 feet; thence South 41 degrees 07 minutes 53 seconds East a distance of 138.96 feet; thence South 27 degrees 23 minutes 22 seconds East a distance of 103.33 feet; thence South 04 degrees 50 minutes 58 seconds East a distance of 147.34 feet; thence South 22 degrees 44 minutes 15 seconds East a distance of 50.84 feet; thence South 01 degrees 56 minutes 13 seconds East a distance of 166.91 feet; thence South 06 degrees 48 minutes 15 seconds East a distance of 86.98 feet; thence South 21 degrees 33 minutes 10 seconds West a distance of 219.43 feet, thence North 68 degrees 26 minutes 50 seconds West a distance of 115.00 feet; thence South 21 degrees 33 minutes 10 seconds West a distance of 15.00 feet; thence North 68 degrees 26 minutes 50 seconds West a distance of 50.00 feet; thence North 21 degrees 33 minutes 10 seconds East a distance of 15.00 feet; thence North 68 degrees 26 minutes 50 seconds West a distance of 121.04 feet; thence North 21 degrees 33 minutes 10 seconds East a distance of 154.61 feet; thence North 01 degrees 45 minutes 28 seconds West a distance of 106.00 feet; thence North 10 degrees 53 minutes 44 seconds West a distance of 171.04 feet; thence North 14 degrees 58 minutes 07 seconds West a distance of 79.88 feet; thence North 19 degrees 07 minutes 03 seconds East a distance of 116.43 feet to a point of curvature; thence Northwesterly along a curve to the left having an initial tangent bearing of North 65 degrees 38 minutes 54 seconds West, a radius of 175.00 feet, a central angle of 26 degrees 11 minutes 32 seconds and an arc length of 80.00 feet; thence South 88 degrees 09 minutes 34 seconds West a distance of 79.40 feet; thence South 01 degrees 50 minutes 26 seconds East a distance of 20.00 feet; thence South 88 degrees 09 minutes 34 seconds West a distance of 50.00 feet; thence North 01 degrees 50 minutes 26 seconds West a distance of 20.00 feet; thence South 88 degrees 09 minutes 34 seconds West a distance of 15.00 feet; thence North 01 degrees 50 minutes 26 seconds West a distance of 165.00 feet; thence North 75 degrees 48 minutes 19 seconds West a distance of 60.06 feet; thence North 17 degrees 25 minutes 49 seconds East a distance of 21.88 feet to a point of curvature; thence Northwesterly along a curve to the right having an initial tangent bearing of North 76 degrees 10 minutes 56 seconds West, a radius of 330.00 feet, a central angle of 34 degrees 33 minutes 23 seconds and an arc length of 199.03 feet; thence North 41 degrees 37 minutes 33 seconds West a distance of 48.11 feet to a point of curvature; thence Southwesterly along a curve to the right having an initial tangent bearing of South 52 degrees 03 minutes 36 seconds West, a radius of 560.00 feet, a central angle of 36 degrees 36 minutes 07 seconds and an arc length of 357.74 feet; thence South 88 degrees 39 minutes 43 seconds West a distance of 577.23 feet to a point of curvature; thence Southwesterly along a curve to the left tangent to the previous course, having a radius of 440.00 feet, a central angle of 38 degrees 34 minutes 48 seconds and an arc length of 296.27 feet; thence North 39 degrees 55 minutes 04 seconds West a distance of 120.00 feet to a point of curvature; thence Northeasterly along a curve to the right having an initial tangent bearing of North 50 degrees 04 minutes 56 seconds East, a radius of 560.00 feet, a central angle of 38 degrees 34 minutes 48 seconds and an arc length of 377.07 feet; thence North 88 degrees 39 minutes 43 seconds East a distance of 577.23 feet to a point of curvature; thence Easterly and Northerly along a curve to the left tangent to the previous course, having a radius of 440.00 feet, a central angle of 90 degrees 41 minutes 43 seconds and an arc length of 696.49 feet; thence North 02 degrees 01 minutes 59 seconds West a distance of 358.11 feet to a point on the said South right of way line of West 175th Street; thence along said South right of way line, North 87 degrees 58 minutes 01 seconds East, a distance of 120.00 feet to the Point of Beginning, and containing 12.8995 acres, more or less.

APPROVALS:

PLANNING COMMISSION:

APPROVED BY, the Planning Commission of the City of Gardner, Johnson County, Kansas this ___ day of _____, 2021.

_____
Scott Boden, Chair

MAYOR:
ACCEPTANCE OF DEDICATIONS AND EASEMENTS BY, the Governing Body of the City of Gardner, Johnson County, Kansas this ____ day of _____, 2021.

BY: _____ Attest:_____
Steve Shute, Mayor Sharon Rose, City Clerk

CONSENT TO LEVY:

The undersigned proprietor of the above described tract of land hereby agrees and consents that the City of Gardner, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated public way or thoroughfare.

EXECUTION:

IN TESTIMONY WHEREOF, TRAVIS SCHRAM, Manager of GRATA DEVELOPMENT, LLC, a Kansas limited liability company, by the authority of its Manager, has caused this instrument to be executed, this _____ day of _____, 2021.

GRATA DEVELOPMENT, LLC,

_____
By: TRAVIS SCHRAM, Manager

ACKNOWLEDGMENT:

STATE OF _____)
)ss.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, came TRAVIS SCHRAM, Manager of GRATA DEVELOPMENT, LLC, a Kansas Limited Liability Company , who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

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

_____
Notary Public My Commission Expires:_____

_____
Print Name

LEGEND:

■		FOUND MONUMENT AS NOTED
O		SET 1/2" REBAR W/LS-54 CAP UNLESS OTHERWISE NOTED
		EXISTING PLAT AND R/W LINES
		EXISTING LOT AND PROPERTY LINES
BL	-	BUILDING LINE
R/W	-	RIGHT-OF-WAY

0 80' 160'
SCALE: 1" = 80'

BASIS OF BEARINGS:
KANSAS STATE PLANE
COORDINATE SYSTEM
(NAD)1983, KANSAS,
NORTH ZONE

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 12-20-2019. THIS SURVEY CONFORMS TO THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON T. REUTER LICENSED LS-1429 2-19-2021 KANSAS LAND SURVEYOR

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

OWNER:
DAY3 LLC
ATTN: TRAVIS SCHRAM
6300 W 143RD ST.
SUITE 200
OVERLAND PARK, KS 66223
913-732-4778

DEVELOPER:
GRATA DEVELOPMENT
ATTN: TRAVIS SCHRAM
6300 W 143RD ST.
SUITE 200
OVERLAND PARK, KS 66223
913-732-4778

REV 1: 2021.01.28

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

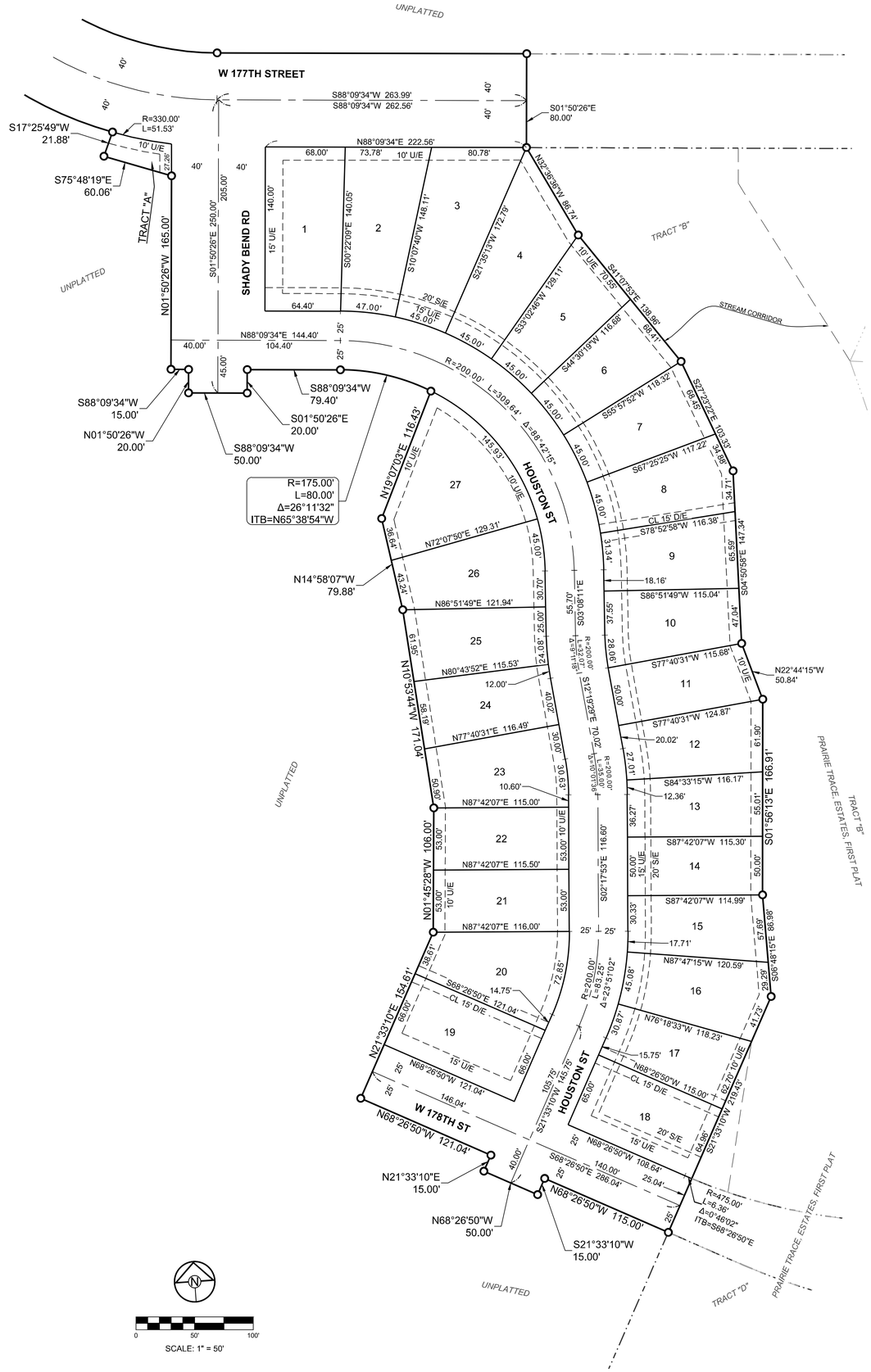
DATE 10-01-2020	FINAL PLAT OF PRAIRIE TRACE MEADOWS FIRST PLAT
DRAWN BY JWT	
CHECKED BY AR	
PROJ. NO. 20-016	SHEET NO. 1 OF 2

I:\PROJECTS\2020\20-016\2.0 Survey\3.0 Plat\20-016F REV 1.dwg, 2/1/2021 11:21:23 AM

FINAL PLAT OF

PRAIRIE TRACE MEADOWS, FIRST PLAT

PART OF THE NORTHEAST 1/4 OF SEC. 29-14-23
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



LOT #	AREA (SF)
1	9,268.26
2	8,581.35
3	9,680.83
4	8,929.92
5	6,956.18
6	6,590.06
7	6,608.45
8	6,774.68
9	6,603.69
10	6,517.51
11	6,013.86
12	6,497.74
13	5,985.46
14	5,757.37
15	6,184.24

LOT #	AREA (SF)
16	7,021.45
17	6,319.00
18	7,474.91
19	7,988.49
20	7,515.62
21	6,134.72
22	6,108.24
23	7,120.05
24	6,382.86
25	6,545.22
26	7,509.46
27	11,003.52
TRACT "A"	1,309.92

TOTAL	561,902

R/W - NEW TRAILS PARKWAY	247,618.25

0 50' 100'

SCALE: 1" = 50'

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

DATE 10-01-2020	FINAL PLAT OF PRAIRIE TRACE MEADOWS FIRST PLAT
DRAWN BY JWT	
CHECKED BY AR	
PROJ. NO. 20-016	SHEET NO. 2 OF 2

REV 1: 2021.01.28

I:\PROJECTS\2020\20-016\2.0 Survey\3.0 Plat\20-016F REV 1.dwg, 2/1/2021 11:12:24 AM

JO CO KS BK:202102 PG:007920
20210219-0007920
Electronic Recording 2/19/2021
Pages: 3 F: $55.00 1:55 PM
Register of Deeds T20210014086

AFFIDAVIT

STATE OF KANSAS)
)ss
COUNTY OF JOHNSON)

Aaron T. Reuter, ("Affiant") being of lawful age and duly sworn upon his oath, states that he is a duly registered Land Surveyor and has personal knowledge of the statements and facts contained herein:

1. That this affidavit is being recorded with the Records and Tax Administration of Johnson County, Kansas to vacate the plat of Prairie Trace Meadows, First Plat.

2. The Affiant, a registered Land Surveyor in the State of Kansas, did plat the subdivision of Prairie Trace Meadows, First Plat, said plat was recorded in Book 202011, page 001510, in the Office of the Records and Tax Administration of Johnson County, Kansas and filed for record on 11/4/2020.

3. The Affiant further states that this plat (platted legal description) is being vacated, and that Exhibit "A" attached hereto is the platted legal description being vacated for the purposes of replatting this subdivision.

FURTHER AFFIANT SAITH NAUGHT.

Aaron T. Reuter, PS, KSLS 1429

AARON T. REUTER
LICENSED
LS-1429
2-18-2021
KANSAS
LAND SURVEYOR

AKNOWLEDGEMENT

STATE OF KANSAS)
)ss
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 18th day of February, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Aaron T. Reuter who is personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of same.

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

Michele D. Romano
Notary Public

My Appointment Expires: 11-22-2024

EXHIBIT "A"

All of PRAIRIE TRACE MEADOWS, FIRST PLAT, Lots 1-27 and Tract A, as recorded in Book 202011 at Page 001510.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider selecting a Vice-President of the Council

Strategic Priority: N/A

Department: Governing Body

Recommendation:

It is recommended to appoint a Vice-President of the Council following the resignation of Rich Melton.

Background/Description of Item:

The Governing Body Rules of Procedure (Chapter 2, Sections E and F) dictate that a President and Vice-President shall be appointed from members of the City Council by a majority vote. The Council President presides at meetings when the Mayor is temporarily absent due to travel, illness, etc. If both the Mayor and Council President are temporarily absent, the Council Vice-President presides.

Councilmember Rich Melton held the position of Council Vice-President. A new Council Vice-President is needed following his resignation.

Suggested Motion:

Appoint Councilmember _____ as Council Vice-President.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: MARCH 1, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution authorizing the City to construct certain main trafficways and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof

Strategic Priority: Promote Economic Development; Infrastructure and Asset Management; Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution amending authorizing the City of Gardner, Kansas, to construct certain main trafficways and authorizing the issuance of General Obligation Bonds of the City to pay the costs thereof, all pursuant to K.S.A. 12-685 *et seq.*

Background/Description of Item:
In March of 2019, the City applied to KDOT for CCLIP funding to reconstruct US-56 from Sycamore Street to Moonlight Road and was awarded $2,000,000. In March of 2020, the City applied to KDOT for additional CCLIP funds to reconstruct US-56 from Moonlight Road to Old 56 Hwy and was awarded $1,000,000. Subsequently, the two projects were combined into one for design efficiency and cost effectiveness.

The scope of work will include full-depth pavement reconstruction, sidewalk improvements, installation of a traffic signal between QuikTrip and Walgreens, and driveway replacements. Construction is expected to begin in the summer of 2021.

KDOT agrees to be responsible for 75% of construction costs up to a maximum of $3,000,000. In addition, the City obtained $735,000 in CARS funding from Johnson County and $400,000 from Super Market Developers (Price Chopper Project). The City of Gardner anticipates issuing General Obligation bonds to finance its share of the project costs. Annual debt service payments will be paid from the Special Highway Fund. The City is responsible for the estimated costs listed below.

Total Project Cost	$6,272,060
KDOT	$3,000,000
CARS	$735,000
Developer	$400,000
Estimated City Project Cost	$2,137,060

Approving the resolution formally identifies the issuance of an amount not to exceed $2,210,000 in General Obligation Bonds as the financing method and indicates the City's intent to reimburse itself for the improvements ("the Project") from the proceeds of the bonds in compliance with IRS regulations.

Financial Impact:
The City plans to issue G.O. Bonds in the amount of $2,210,000 to finance its portion of the project. Annual debt service will be paid from the Special Highway Fund.

Attachments:

- Resolution No. 2079

Suggested Motion:

Adopt Resolution No. 2079, a resolution authorizing the City of Gardner, Kansas, to construct improvements to certain main trafficways and authorizing the issuance of general obligation bonds of the City to pay the costs thereof, all pursuant to K.S.A. 12-685 *et seq*.

RESOLUTION NO. 2079

A RESOLUTION AUTHORIZING THE CITY OF GARDNER, KANSAS, TO CONSTRUCT IMPROVEMENTS TO CERTAIN MAIN TRAFFICWAYS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY THE COSTS THEREOF, ALL PURSUANT TO K.S.A. 12-685 *ET SEQ*.

WHEREAS, K.S.A. 12-685 *et seq*. (the "Act") authorizes the Governing Body of the City of Gardner, Kansas (the "City"), to construct improvements to streets designated as main trafficways or trafficway connections under the Act and to issue general obligation bonds of the City for such purpose;

WHEREAS, pursuant to Ordinance No. 2577 of the City passed on May 7, 2018, the City has designated Main Street (U.S. Highway 56) within the city limits of the City as a main trafficway under the Act;

WHEREAS, the Governing Body of the City has determined that it is necessary to make certain improvements to Main Street from Sycamore Street to Old 56 Highway, including full-depth pavement reconstruction, sidewalk improvements, driveway and turn lane improvements, and installation of a traffic signal, together with all related appurtenances (collectively, "Main Trafficway Improvements") at a total estimated cost of approximately $6,345,000; and

WHEREAS, it is necessary and desirable to pay the City's contribution to the cost of the Main Trafficway Improvements in an amount not to exceed $2,210,000 through the issuance of general obligation bonds of the City, with the balance of the cost of such improvements paid from other available funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS:

Section 1. In accordance with the Act, the Governing Body of the City hereby finds and declares the necessity for and authorizes the Main Trafficway Improvements.

Section 2. For the purpose of providing funds to pay a portion of the cost of the Main Trafficway Improvements, the City authorizes the issuance of its general obligation bonds in an aggregate amount not to exceed $2,210,000 pursuant to the Act.

Section 3. The obligations authorized by this Resolution are authorized to reimburse expenditures made by the City 60 days before and during the time after the date of this Resolution in accordance with United States Treasury Regulation 1.150-2.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body of the City of Gardner, Kansas, on March 1, 2021.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

_____
City Clerk

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: MARCH 1, 2021
STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider approval of the 2021 State Legislative Agenda

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

Department: Administration

Staff Recommendation:
Staff recommends approving the 2021 State Legislative Agenda for the City of Gardner.

Background/Description of Item:
The purpose of the State Legislative Agenda is to provide City Council and staff with a list of legislative topics that are of particular interest to follow for the City. By outlining the agenda, both Council and staff will be prepared to respond to legislators and professional organizations regarding the impact proposed legislation has on the City of Gardner. By participating in this process, the City is pursuing legislative policies that seek to enhance the efficiency and effectiveness of local government operations for Gardner.

The City's legislative agenda incorporates the joint City/County platform to assert our common positions to all of our state legislatures. The County is requesting this practice continue.

Gardner's 2021 legislative platform includes the following joint City/County items previously included in the 2020 Legislative Agenda:

- Support repeal of property tax lid legislation
- Support current laws for use of eminent domain for utilities and public infrastructure improvements
- Support repeal of 2016 legislation granting automatic cell tower placement
- Support the preservation of pass-through revenue
- Oppose the imposition of mandated responsibilities from the State without full funding
- Support stable revenue sources and oppose the application of further exemptions to the ad valorem property tax base
- Support the exemption of local governments and public construction projects from sales tax
- Support the collection of compensating use tax on remote sales
- Support sales tax reductions on food and pharmaceuticals
- Support expansions of current property tax relief programs for low income seniors
- Support state investments in information technology to enhance data sharing
- Support policies improving broadband development and access

    - *This item has been edited by Johnson County for 2021 to include funding, clarifying that "access" refers to internet access, and add remote learning*
    - *In addition to the "Joint with Johnson County" item, the City has added language regarding innovative broadband delivery to the 2021 Legislative Agenda.*
- Support changes to legislation regarding the publication of required notices
- Support the State fully funding its portion of employer contributions to the Kansas Public Employees Retirement System (KPERS)
- Support the development of a comprehensive economic development plan for the State of Kansas
- Oppose any legislation based on the Dark Store Theory
- Support the development and implementation of cost-effective, scientifically based environmental plans
- Support fully funding the State Water Plan

Gardner's 2021 Legislative Agenda also includes the following additional items previously included in the 2020 Legislative Agenda:

- Support local officials freely participating in the legislative process
    - *This item was included in the 2020 Legislative Agenda as "Joint with Johnson County". While Johnson County has removed this item from their 2021 Legislative Platform, staff recommends retaining the item on the City of Gardner's 2021 Legislative Agenda*
- Support local control of revenue
- Support local option sales taxes
- Support maintaining the current exemptions to the property tax lid in the absence of a property tax lid repeal
- Support timely collection of delinquent special assessments
- Support a more robust Homestead Property Tax exemption for all Kansans
- Support a State program for funding transportation improvements
- Support funding for local programs and the Special City County Highway Fund
- Support funding KDOT preservation and preventative maintenance
- Support for KDOT aviation funding
- Support finding new sources of revenue to increase transportation funding
- Support the handling of protections for individuals against discrimination at the State and Federal levels

Attachments included:

- 2021 State Legislative Agenda for the City of Gardner

Suggested Motion:

Approve the 2021 State Legislative Agenda for the City of Gardner.

CITY OF GARDNER'S 2021 LEGISLATIVE AGENDA
State Issues

The following is the City of Gardner's legislative agenda for 2021:

1. **Home Rule and Local Control** – The City of Gardner supports the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community (*Joint with Johnson County).*

   The City of Gardner supports legislation that maintains the ability to retain and enhance home rule authority, including the following positions:

   a. *Property Tax Lid Repeal* – The City of Gardner supports local elected officials having the ability to make taxing and spending decisions and urges the repeal of the property tax lid legislation (*joint with Johnson County*).

   b. *Participation in the Legislative Process –* The City of Gardner supports local officials and their representatives' ability to freely participate in the legislative process through advocacy and education on issues affecting local governments without cumbersome reporting requirements.

   c. *Eminent Domain -* The City of Gardner supports current law regarding the use of eminent domain by local units of government for utilities and public infrastructure improvements (joint with Johnson County).

   d. *Automatic Cell Tower Placement –* The City of Gardner supports the repeal of 2016 Legislation granting the automatic placement of cell towers in city and county owned right-of-way to allow regulation of the placement of cell towers by reasonable local zoning processes which review important community values such as safety and neighborhood concerns (*joint with Johnson County*).

   e. *Preservation of Pass-Through Revenue* **–** The City of Gardner supports the preservation and funding of local government revenues which pass through the State's treasury, including Local Ad Valorem Property Tax Reduction (LAVTRF), City County revenue Sharing (CCRS), alcoholic liquor tax funds, and the local portion of motor fuel tax to local governments (*joint with Johnson County*).

   f. *Unfunded Mandates* – The City of Gardner maintains its opposition to mandated responsibilities from the state without full funding (*joint with Johnson County*). The imposition of State mandates and programs on local governments without accompanying State funding is contrary to the spirit of constitutional home rule. Any function or activity mandated by the State upon local governments, without any alternatives to avoid the additional costs, should be fully and continuously funded by the State.

g. *Local Control of Revenue* – The City of Gardner opposes any State regulations that would limit the amount of revenue a local government can raise or spend on a year-to-year basis.

2. **Tax Policy** – The City maintains the following position on taxes:

   a. *General Tax Policy* – The City of Gardner supports stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions of property classification *(joint with Johnson County)*. The local tax burden has shifted too far to residential property taxes dues to state policy changes.

   b. *Uniform Property Tax Assessments* – The City of Gardner supports state legislation that would standardize the process of assessing property values for taxation purposes.

   c. *Local Option Sales Taxes* – The City of Gardner maintains that local officials and their residents should determine local sales tax and use rates and opposes any legislation that would preempt local authority to set these rates. Gardner supports existing authority of local governments to impose local sales taxes for special uses.

   d. *Sales Tax Exemption* – The City of Gardner supports the current law that exempts local government and public construction projects from sales tax *(joint with Johnson County).* State imposed sales tax on government purchases and projects will increase costs and lead to a reduction in services. Purchases have to be made and construction must occur; imposition of a sales tax would increase the local tax burden to cover those added costs. This sales tax revenue does not help local government, but in fact hurts our local economy and our residents who have to pay higher property taxes.

   e. *Property Tax Lid* – The City of Gardner opposes the property tax lid in its entirety. Should the property tax lid remain in place, we oppose the removal of any of the current property tax lid exemptions as cited in applicable Kansas Statutes. Removal of the exemptions could prevent the City from investing in critical infrastructure and increase the cost of debt. Gardner supports modifying current legislation so that a public vote is based on a protest petition provision.

   f. *Delinquent Special Assessments* – Gardner supports legislation that would expedite the process of collecting delinquent special assessments.

   g. *Collection of Compensating Use Tax on Remote Sales* – The City of Gardner supports legislation facilitating the collection of compensating use tax from purchases made from sellers with no physical presence in Kansas based on the U.S. Supreme Court decision in South Dakota v. Wayfair *(joint with Johnson County).* Sales tax collected should be

distributed using existing methods/formulas for the state and local governments.

h. *Sales Tax Reductions on Food and Pharmaceuticals* **–** The City of Gardner supports the state's thoughtful consideration of reductions in sales tax on food and pharmaceuticals, while balancing the impact on, and obligations of, counties and local units of government across the State (*joint with Johnson County).*

i. *Property Tax Relief for Low Income Seniors* **–** The City of Gardner supports expanding the eligibility of the current programs Homestead Act and SAFESR – Kansas Property Tax Relief for Low Income Seniors to provide property tax relief for those on fixed incomes (*joint with Johnson County*). In addition, we support any and all efforts by the State Legislature to implement enabling legislation to allow for a more robust Homestead Property Tax Exemption for all Kansas homeowners, not just those on fixed incomes.

3. **Transportation Issues** – The City of Gardner supports funding of a comprehensive transportation plan including highways, airports, trails, and transit (*joint with Johnson County*)

The City of Gardner supports the following policies:

a. *Support a State Program for Funding Transportation Improvements* – Gardner supports addressing emerging needs beyond T-Works and believes the criteria for project selection should consider economic development opportunities. The program is required to fund projects that will support the continued economic growth of the City of Gardner, which will benefit the region, and the entire state. Specific projects identified in need of funding include:

- *I-35 and Gardner Road Interchange***:** This is currently a relatively small diamond interchange originally constructed in 1959, when Gardner's population was about 1,600. Today the population is 23,000, and the Logistics Park Kansas City (LPKC) industrial development is located just one mile west on 191st Street. In the 3-year period from 2015 to 2017, since the development of the LPKC, accidents have increased 330% in this vicinity.

  Currently, the City of Gardner is working with KDOT to design the first phase of the project to relieve the immediate pressure and conflict point: relocating 191st Street and signalizing the ramp terminus. The project is funded with both Federal Funding (STP) and KDOT funds, along with a City of Gardner Contribution of $2,615,000. The second phase of the project is scheduled for 2024 and includes replacement of the existing bridge over I-35. Funding for this phase will come from both KDOT and the City of Gardner. However, the future DDI designed to meet the traffic requirements of the region remains unfunded. The future DDI is vital to developing economic opportunities near the interchange.

- *Reconfiguration of the I-35 and US-56 interchange to urban diamond:* Capacity improvements are needed at I-35 and US-56 (175th Street, Exit 210) to service expanding business at both the New Century Air Center and the Midwest Commerce Center located just west of the interchange. Industrial, retail and residential development is beginning to occur along the 175th Street corridor between the interchange and US169. Development from New Century Air Center, Midwest Commerce Center and points east will significantly increase traffic along this corridor and will further accelerate the need for capacity improvements at this interchange.

- *Other Projects:*
    - US-56 and Waverly Road intersection.
    - Reconstruction of US-56 thru Gardner.
    - New interchange at I-35 and Moonlight/183rd Street.
    - Capacity improvements on I-35 south of the new Lone Elm interchange to at least the Johnson County line.

b. *Support Funding for Local Programs and the Special City County Highway Fund*- Gardner supports funding for Local Programs. Administered by KDOT, Local Programs provide assistance to municipalities for improvements of arterial roadways, connecting links, safe routes to school, and Special City County Highway Fund. The City of Gardner maintains approximately 195 lane miles of local roadways. The City's current transportation master plan identifies and recommends $9 million in improvements over the next 5 years, and over $130 million in improvements through 2040. Maintaining and improving the City's arterial roads would not be possible without the Special City County Highway Fund.

c. *Support Funding KDOT Preservation and Preventative Maintenance* - Gardner supports KDOT preservation and preventative maintenance funding. Roadways require regular, timely maintenance including: sweeping, thin-surface treatments, overlays, striping, and signage.

d. *Support for KDOT Aviation Funding* – Gardner owns and operates The Gardner Municipal Airport, K34, a community airport, included in the FAA's National Plan of Integrated Airport Systems. The airport's role within the Kansas Aviation System Plan is identified as a community airport, intended to serve a supplemental role in the local economy, primarily serving smaller business, recreational and personal flying.

The Gardner Municipal Airport CIP contains $5.6 million in projects over the next 10 years, much of which is not fundable under existing FAA programs. As such, the City supports both continued and enhanced support for KDOT Aviation Funding.

e. *New Sources of Revenue to Increase Transportation Funding and the Property Tax Lid - Gardner* supports finding new funding sources, which may be required to support transportation funding including potentially new motor fuel taxes, taxes on electrics/hybrids, new license and/or

registration fees, toll Revenues & user fees, vehicle weight fees, and other revenue sources. Locally, funding for transportation maintenance is hampered by the property tax lid. The restriction limits the ability of local governments to capture valuation growth and cripples the ability of communities to keep pace with the demand for services. Often, this means that road improvements and maintenance are deferred, as they must compete with other needs and services with limited sources of revenue.

4. **Technology Issues –** The City of Gardner believes forward-looking policies concerning technology are vital to future growth and development.

   The City of Gardner supports the following policies:

   a. *Data Sharing* **–** The City of Gardner supports the State investing in their information technology systems to enable effective data sharing between departments and with their community partners, the ability to extract data for decision making, and providing effective and efficient service to those receiving services (*joint with Johnson County)*. The City of Gardner further believes in the importance of ensuring the security and privacy of such data transfers.

   b. *Broadband Development and Access* **–** The City of Gardner supports policies and funding to provide broadband development and internet access to improve economic development, telemedicine care, remote learning, and government efficiency (*joint with Johnson County*).The City of Gardner encourages the State of Kansas to explore opportunities to fund innovative means of broadband delivery to the general population.

   c. *Publication of Required Notices* – The City of Gardner supports amending current statutes to allow local governments the option of publishing required notices on their official local government website in lieu of publication in a newspaper (*joint with Johnson County*).

5. **KPERS Funding** –The City of Gardner supports the State fully funding its portion of the employer contributions at the Actuarial Required Contribution (ARC) levels and at the required times (*joint with Johnson County*). We believe Local governments have fully funded their share of the KPERS pool. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. The actuarial levels of the local government assets need to be protected from the state shortfall.

6. **Development of a Comprehensive Economic Development Plan for the State of Kansas** The City of Gardner supports statewide economic development (*joint with Johnson County*). We strongly encourage the State of Kansas to develop a comprehensive plan to foster and enhance the State's economy.

7. **Dark Store Theory** – The City of Gardner opposes any legislation based on hypothetical lease valuations or the dark store theory, which suggests that commercial properties should be valued as-if-vacant and available for sale or rent to a future hypothetical user rather than in the current use, which is often a functioning, occupied store (*joint with Johnson County*).

8. **Environmental Plans –** The City of Gardner supports the state's efforts to develop and implement cost-effective, scientifically based environmental plans and provide local governments flexibility and resources to meet their environmental goals (*joint with Johnson County*).

9. **State Water Plan –** The City of Gardner supports fully funding the State Water Plan (SWPF) (*joint with Johnson County*).

10. **Protections for Individuals Against Discrimination** – The City of Gardner unequivocally believes in the inherent and equal rights and worth of all individuals, regardless of Race, Color, Religion, Gender, Age, National Origin, Veteran Status, Disability, Genetic Information & Testing, Family & Medical Leave, Sexual Orientation and Gender Identity or Expression. We also believe that passing ordinances at the local level which place adjudication and enforcement of these stances in the hands of city government resources that are not equipped to handle them is not prudent, and could expose municipalities such as our own to undue litigation. In light of this, we would instead prefer that any protective acts or adjudications, as with Title VII of the United States Civil Rights Act, be handled at the state and federal levels where there are already adequate resources in place to handle anti-discrimination and harassment cases.