AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, June 7, 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 June 7, 2021 to cityclerk@gardnerkansas.gov. The meeting will be open to the public *

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

1. Consider holding a public hearing on the proposed amendment to a Community Improvement District within the City of Gardner, KS (Main Street Market Place)
2. Consider holding a public hearing on the proposed amendment to a Redevelopment District within the City of Gardner, KS (Main Street Market Place)

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 May 17, 2021
2. Standing approval of City expenditures prepared May 12, 2021 in the amount of $7,771.49; May 14, 2021 in the amount of $826,292.63; May 18, 2021 in the amount of $3.000.00; May 19, 2021 in the amount of $1,997.00; May 21, 2021 in the amount of $1,656,158.71; May 21, 2021 in the amount of $39,843.24; May 27, 2021 in the amount of $153,318.27; and May 27, 2021 in the amount of $168,080.93
3. Consider an appointment to the Economic Development Advisory Committee
4. Consider authorizing the execution of an inter-local agreement with Johnson County for on-call building services
5. Consider authorizing an amendment to the agreement with IBTS to include ad hoc building services
6. Consider authorizing a contract with Renaissance Infrastructure Consulting for construction inspection services on the Moonlight Safe Routes to School project
7. Consider authorizing the execution of a contract with H.W. Lochner, Inc. for consulting services for Airport Business and Economic Development Plan

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Estates, 2nd Plat
2. Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows, 2nd Plat

COMMITTEE RECOMMENDATIONS

1. Consider authorizing the purchase of Quick Valve Startup Kit & Sleeves equipment from Olathe Winwater

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance authorizing the addition of area to the Main Street Market Place Community Improvement District and amending Ordinance No. 2601
2. Consider adopting an ordinance adding area to a redevelopment district within the city and amending Ordinance No. 2588

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

AGENDA

GARDNER CITY COUNCIL

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Monday, June 7, 2021, 7:00 p.m.

3. Consider adopting a resolution providing for notice of a public hearing to consider an amended redevelopment project plan for a redevelopment district as amended (Main Street market Place Redevelopment District, Project Area 1)
4. Consider adopting a resolution declaring the intent of the City to issue Industrial Revenue Bonds for the purpose of financing a portion of the costs of the acquisition, construction and equipping of one or more phases of a multifamily apartment project
5. Consider adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Plaza South Special Benefit District
6. Consider adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Waverly Plaza Special Benefit District

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT

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COUNCIL ACTION FORM — PUBLIC HEARING ITEM NO. 1

MEETING DATE: **JUNE 7, 2021**
STAFF CONTACT: **MATTHEW WOLFF, FINANCE DIRECTOR**

Discussion Item: Consider holding a public hearing on the proposed amendment to a Community Improvement District within the City of Gardner, KS (Main Street Market Place).

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

Department: Finance

Staff Recommendation:
Hold a public hearing on the proposed amendment to a Community Improvement District within the City of Gardner, KS (Main Street Market Place).

Background/Description of Item:
The purpose of the amendment is to expand the district boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in the district, but the southwest portion of the property is located outside the district. The proposed amendment to the CID would add this southwest portion of the Freddy's site so that the entire Freddy's property, as well as an additional smaller pad site, is included in the district.

COUNCIL ACTION FORM **PUBLIC HEARING ITEM NO. 2**

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider holding a public hearing on the proposed amendment to a Redevelopment District within the City of Gardner, KS (Main Street Market Place).

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

Department: Finance

Staff Recommendation:
Hold a public hearing on the proposed amendment to a TIF District within the City of Gardner, KS (Main Street Market Place).

Background/Description of Item:
The purpose of the amendment is to expand the district boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in the district, but the southwest portion of the property is located outside the district. The proposed amendment to the TIF would add this southwest portion of the Freddy's site so that the entire Freddy's property, as well as an additional smaller pad site, is included in the district.

The City Council of the City of Gardner, Kansas met in regular session on May17, 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, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Proclaim May 16-22, 2021 as Public Works Week in the City of Gardner

Mayor Shute read into record a proclamation that May 16-22, 2021 be known as Public Works Week in the City of Gardner, Kansas.

2. 2020 Wastewater Operator of the Year

Jason Patty, Kansas Water Environment Association, presented Wastewater Plant Superintendent Scott Millholland with the 2020 William D. Hatfield award, recognizing him as the 2020 Kansas Wastewater Operator of the Year.

3. 2021-2022 Revised Budget Presentation

Finance Director Matt Wolff said the presentation is in three components. Senate Bill 13 is also known as the “truth in taxation” bill. It repeals the tax lid, establishes a base levy limit with hearing requirements for ad valorem property tax increases, and includes a penalty of refunds. It allows governing bodies’ flexibility on increasing the mill levy, but creates more transparency. The Revenue Neutral Rate (RNR): defined as the “tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year’s total assessed valuation. To calculate the revenue neutral rate, the county clerk shall divide the property tax revenue for such taxing subdivision levied for the previous tax year by the total of all taxable assessed valuation in such taxing subdivision for the current tax year, and then multiply the quotient by 1,000 to express the rate in mills”. They will consider the amount of property tax levied prior year from the November tax abstract, then take the new valuation estimate and lower mill levy to the RNR to get the same amount of dollars as the previous year. They can’t levy in excess of the RNR unless procedures are followed in SB13. The RNR doesn’t include an inflation factor, doesn’t include an exception for new improvements, and doesn’t include an exception for TIF valuation increases. It is recommended to hold an RNR hearing if planning to exceed or maintain RNR. The RNR is based on the estimated valuation prepared in June. The final valuation versus estimated valuation could result in revenue below the RNR. Staff recommends that they hold an RNR hearing because they have a TIF district. They are required to provide the developer with the TIF increment, but need to hold the hearing in order to capture new property taxes associated with the development. Otherwise, they would have to divert existing property tax revenue away from the General Fund or Bond and Interest Fund to pay the developer. Wolff said the county clerks will calculate RNR by June 15. By July 20, governing bodies notify county clerk of intent to exceed RNR with schedule of hearing. By August 10, county clerks consolidate the required information for all taxing units on one notice and mail/email to all taxpayers. This must be sent out 10 days prior to first public hearing date. This will not occur until 2022 for the 2023 budget. If they choose to hold the public hearing, it must be held August 20-September 20. The deadline for submitting the budget to the county is October 1. If they choose not to hold a hearing, the budget deadline is August 25. The RNR public hearing and budget hearing can be held at the same meeting, but should be separate actions with the RNR hearing first.

Staff received new budget requests from Gardner Cemetery for 2021 and 2022. They originally requested $32,365 for both 2021 and 2022, but increased their 2021 budget after the original request. The city pays 50% of their budget. The revised 2021 request $37,675 and the 2022 budget request is for $37,180. The primary reasons for the increase are: the sexton's salary increased $1,800 and is the first increase in 5 years, printing and postage costs were previously absorbed by Bruce Funeral Home and the 2021 budget provides reimbursement for those costs, the budget includes costs for a new computer, software upgrades, and data entry services and are one-time costs, and there was an additional increase in annual mowing costs. Some of these are one-time costs.

Wolff said the June 21 council meeting will include a revenue update and budget policy discussion.

Mayor Shute noted SB13 does not include inflation factor or exception for new improvements. If they bring on new subdivisions, the additional tax revenue is considered part of the whole even though the structures didn't exist the previous year. Because they are adding to the revenue stream, the city will be penalized because it goes against the RNR. Wolff said it would increase the city's valuation, but the mill levy would be automatically lowered so the city collects the same tax dollars as the year before. It would lower taxes on most households. Shute said they would have to manage the infrastructure with the same amount of money, when the amount of infrastructure is increased. Wolff said it puts a strain on public services, putting in new infrastructure to support growth and not capturing increased revenue to support the infrastructure. Shute said when they come off the TIF, the point is to get the money back after the TIF, but the city won't get that now. Wolf said in the agreement with the developer, there's an increment being generated, still required to pay that, but they don't automatically capture that unless they go through public hearing. Shute said they are keeping developer at same level after the 10-year period expires. Wolff said it would affect the city earlier.

Councilmember Gregorcyk asked about the city's exposure with TIF and IRB. Director Wolff doesn't have information on IRB. The new Price Chopper is mostly on tax rolls. The outlying lots are unknown. Gregorcyk asked if there is a list for incentivizing while collecting on incentives or beyond. City Attorney Denk said the city, as part of a TIF, agrees that the increment from the base to what is built; the city will forego the revenues from that ad valorem tax. In current TIF projects, they go through the assessment process and is on the rolls. The increased valuation is on the tax rolls. They take all taxable assessed valuation; the increment is still taxable assessed valuation on the TIF pursuant to the TIF statute agreed to forego the revenue otherwise entitled to. Denk believes IRB and constitutional tax abatements don't count as taxable assessed valuation until the end of the IRB.

Councilmember Winters said it's a truth in taxation bill. The city gets a number and if they have a hearing to explain increases, they can proceed. If they agree to have a hearing, they can adjust as needed. Wolff confirmed, stating they don't want cities capturing valuation growth without notification.

Councilmember Baldwin supports it. The city has to justify what they are doing. He said new improvements will come on the following year on assessed value. Director Wolff noted tax dollars are capped. Shute said they have to do this every year. Baldwin said it's good to tell residents what the city is doing every year. They may consider development agreements and not build infrastructure until the developer moves dirt so the city doesn't spend money on it before there's improvement. Shute said in financing improvements, this will have a chilling effect. They want less tax from citizens, and bring in commercial and light industrial. This bill cuts into that. It will stifle incentives on certain types of development. Baldwin said they can still go forward with same improvements to make development happen, but now it's explained first. Councilmember Deaton said they won't lose out on money; they just have to hold a hearing to get it. They explain to the residents their taxes aren't going up, but the developments are going in and this is the new tax valuation. Baldwin said the mill could stay the same, assessed valuation could go up, they get the difference, It's zero sum to the people. Shute said they have money going out to get infrastructure in place new buildings that aren't there yet. Gregorcyk asked if SB13 supports a two-year budget cycle. Wolff said they still adopt the budget annually. City Administrator Pruetting said no Johnson County cities plan to lower mills, which impacts the city because the mill rate impacts how much they get in county tax, use tax, etc. Shute asked if this affects other entities like school or fire districts. Wolff said school districts are affected differently, but most entities are affected. Denk said it applies to cities, counties, and certain budget requirements applicable to other municipalities. Shute said school districts are different in that they have a baseline of their mills guaranteed by state statute. Denk said school have different mills they can levy.

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Councilmember Gregorcyk asked what the one-time costs were for the cemetery. Director Wolff said new computers and software upgrades. Mayor Shute asked about the $800 in software licenses. Mike Casey, Gardner Township Board Treasurer, said the one-time costs were computers. Councilmember Winters said it's reasonable; the city always supported the cemetery. Shute said they assuming expenses previously handled by the funeral home. Gregorcyk asked what drove printing and postage from $150 to $2500. Mr. Casey said printing had been absorbed by the funeral home, but now the board wants to reimburse them. They also want to print large poster size maps. The 2020 budget numbers were not raised to the 2021 budget, so when they ask for 50% of the 2021 budget, it was more than the city budgeted. The amount budgeted didn't include the increased sexton salary, printing costs, or increased mowing costs. Gregorcyk asked if more land was acquired to raise the mowing costs. David Wolf, Gardner Township President, said the increase is in spray and fertilizer. They were doing it one time a year, and not able to keep up. Shute asked for consensus, and it was received.

PUBLIC HEARINGS

PUBLIC COMMENTS

Danedri Herbert, 223 W. Main St., thanked Councilmember Baldwin for talking about SB 13 and speaking on behalf of the taxpayers, and said it's good legislation. It's important that taxpayers know what the city is spending the extra money on. She continued, stating she watched the last city council meeting with disgust when she saw the plans the city is providing Gardner's children with regard to the pool. Fomites are not major drivers of COVID transmission, so there is no need to close the pool every two hours to sanitize. Removing the deck furniture is theater. The Johnson County Health Department, CDC, and WHO are recommending capacity limits at outdoor venues are no longer necessary, as science is showing that outdoor transmission is a statistical anomaly. The Kansas Legislature has limited liability for organizations and businesses for the possible transmission that may occur on their properties, so the city won't be sued of someone contracts COVID at the pool. The school district and city have robbed children of a year of educational and recreational opportunities. The city has the ability to limit the damage by opening the pool without these rules. The children have been hurt the most by this political theater. Children 12 and over who want a vaccine is now eligible. If someone is under 18 and not vaccinated, they are safer than a vaccinated person over 30. Exercise and sunshine are immunity builders. Last summer, parks staff spent time and resources taping off playground equipment instead of working to provide the best services to the children. Staff are not doing their job if they aren't telling the body the ways they can provide the best services to the community. Kids deserve better; open the pool and drop the nonsense.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on May 3, 2021**
2. **Standing approval of City expenditures prepared April 30, 2021 in the amount of $449,382.25; May 5, 2021 in the amount of $16,650; May 7, 2021 in the amount of $812,740.44; and May 7, 2021 in the amount of $235,000.00**
3. **Consider authorizing the purchase of four (4) first responder patrol rifles from GT Distributors plus additional accessories**
4. **Consider authorizing the execution of a contract with Black & McDonald Electric, LLC for the US-56 and Cedar Niles traffic signalization and striping project**
5. **Consider authorizing the execution of a contract with Vance Brothers, Inc. for the 2021 Pavement Management Program (Asphalt)**
6. **Consider authorizing the execution of a contract with Phoenix Concrete, LLC for the 2021 Pavement Management Program (Concrete)**
7. **Consider authorizing the purchase of 8,000 gallons of fuel for the Gardner Municipal Airport**

Councilmember Gregorcyk Asked to remove items 6-7 from the Consent Agenda.

Councilmember Deaton made a motion to approve items 1-5 on the Consent Agenda.

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Councilmember Winters Seconded.

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

Discussion of Consent Agenda Item 6, Consider authorizing the execution of a contract with Phoenix Concrete, LLC for the 2021 Pavement Management Program (Concrete)

Councilmember Gregorcyk asked if concrete work from previous phases has been corrected. He toured several neighborhoods and still noted shoddy work where the concrete meets the asphalt. City Administrator Pruetting responded to the governing body previously. Gregorcyk asked for the response to be included in the minutes. "Previous phases has focused primarily on the road surface improvements and only included limited curb replacement in the worst portions of the areas they were working, leading to mismatched patches of old and new curb. This year's pavement management plan includes significantly more curb replacement than previous phases to begin addressing the significant backlog of curb and gutter through the city that is in poor condition. Staff is taking a systems approach to pavement management and the pavement, curb, and gutter are an integrated system and will be all managed through the annual pavement plan moving forward." Gregorcyk noted the sales tax is sun setting in 2025. Pruetting noted they had no infrastructure funding in place prior to the sales tax. To absorb $1.5-2 Million annually into the general fund would be a burden. If council decides, it may be practical to go back to the voters to renew the tax. It should be done two years before the current tax expires so they can prepare for a possible loss of revenue. Gregorcyk noted a special sales tax is funded largely by non-Gardner residents. Pruetting said not largely, but does include some non-residents. It's common to have an infrastructure sales tax to fund improvements. Gregorcyk noted they have 5 years to determine revenue stream. He doesn't want to get to final year without plan.

Councilmember Gregorcyk made a motion to authorize the City Administrator to execute a contract with Phoenix Concrete, LLC for the 2021 Pavement Management Program (Concrete) in the amount of $222,258.00 and authorize the City Administrator to approve construction related Change Orders up to an additional 10%.

Councilmember Deaton Seconded.

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

Discussion of Consent Agenda Item 7, Consider authorizing the purchase of 8,000 gallons of fuel for the Gardner Municipal Airport

Councilmember Gregorcyk noted the purchase of 8000 gallons identified a sole source provider; they did not use an RFP. The free market sometimes allows better pricing. City Administrator Pruetting said there was a waiver to competitive bidding signed by previous staff, so they revised it and brought it current. The airport has a branded fuel system, so they would need to change the pumps and signage to use a different vendor. Because of the fuel needs, this is the only vendor available to them at this time. They can reassess going forward.

Councilmember Gregorcyk made a motion to authorize the City Administrator to purchase 8,000 gallons of fuel from Hampel Oil Distributors Inc. for the Gardner Municipal Airport in an estimated amount of $28,488, and authorize the City Administrator to approve up to an additional 10%, based on actual fuel pricing at the time the order is placed

Councilmember Deaton 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 Willow Chase VI

Councilmember Gregorcyk asked to remove Item 1 from the Planning & Zoning Consent Agenda.

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Discussion of Planning & Zoning Consent Agenda Item 1, Consider accepting the dedication of right-of-way and easements on the final plat for Willow Chase VI

Councilmember Gregorcyk asked about a crosswalk, because that thoroughfare is active. City Administrator Pruetting said the developer is not required or being asked to provide a crosswalk or sidewalk on the east side of Moonlight. There is no plan for an east/west pedestrian crossing at 183rd St. The 'Safe Routes to School' project will provide an east/west crossing at White Dr. Gregorcyk said the traffic is no different further east than the crosswalk they had installed at 183rd St. Shute noted that Moonlight Rd is a heavily traveled north/south thoroughfare with a blind curve. The sidewalk is below grade, and it would be difficult to utilize that sidewalk.

Councilmember Gregorcyk made a motion to accept the dedication of right-of=way and easements on the final plat for Willow Chase VI (FP-21-03).

Councilmember Winters Seconded.

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

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance condemning land for the US-56 Highway Pavement Reconstruction Project

City Engineer Tim McEldowney brought a resolution in December 2020 to begin the condemnation process on the US-56 project. Since then, the city's acquisition agent has been negotiating with the property owners along the project corridor. About half of the easements have been completed. This ordinance would give the authority to proceed with condemnation on individual properties. Negotiations have been going well, but slow. This will set a timeline and allow them to finish negotiations.

Mayor Shute asked if there would be a resolution 60 days from this date. City Administrator Pruetting said this action sends a letter to get them to the table. The condemnation process takes 60-90, but it won't start tomorrow. Shute said the construction start date is in August. McEldowney said they have options for the temporary construction easements.

Councilmember Baldwin clarified the letter would ask for response in 30 days, and then begin condemnation. Shute confirmed.

Councilmember Deaton made a motion to adopt Ordinance No. 2702, an ordinance condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the US-56 Highway Pavement Reconstruction Project located within the City of Gardner, Johnson County, Kansas, and directing the City Attorney to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2702.

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

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2. Consider authorizing the execution of an amendment to the engineering services contract with George Butler & Associates for the preliminary design of a new South Wastewater Treatment Plant

Utilities Director Gonz Garcia provided additional information, timeline, and scenarios being proposed as part of the amendment. In March 2019, HDR completed the Wastewater Master Plan. They identified a need for a South Wastewater Treatment Plant (SWWTP). The master plan primarily focused on the collection system to accommodate growth within the existing service area. In March 2020, HDR completed an anti-degradation review for KDHE. Staff did not receive a response from KDHE. In July 2020, KDHE indicated the proposed plant could not discharge more than 750,000 gallons to the Hillsdale reservoir. KDHE requested two alternatives to the anti-degradation study. One was pumping northeast to Wolf Creek or east to Sweetwater Creek. Staff retained GBA to complete the addendum to the anti-degradation study because HDR did not respond to inquiries. In the summer of 2020, the city contracted with GBA for preliminary design of the SWWTP. In January 2021, GBA completed the addendum to the anti-degradation review. Due to KDHE response, GBA provided a SWWTP alternative cost comparison, evaluating the associated treatment plant costs to serving the southeast planning area to Kill Creek. This evaluation did not include any analysis of the existing collection system to convey wastewater flow from the planning area through the existing system. The amendment to the original scope of work will model the existing and proposed improvements required to develop the southeast planning area along with the funding needs and timeline for those improvements. This work will include detailed alternatives for the south and east lift station sites, alternative routes, timelines and financial impacts to city's wastewater fund. The original contract was set at $388,172 and there is a balance of approximately $160,000 remaining. This amendment will add $98,458 to the project, for a grand total of $486,630.

Councilmember Baldwin asked which of the three hydraulic models are most viable. Colin Stalter, GBA, said they would evaluate all three options. The hydraulic modeling options are split into three overall categories. One considers a short-term solution; other scenarios are more long-term. Baldwin asked if there was a response from KDHE on what they'll allow with Kill Creek in the future. Mr. Stalter said they were going to suggest delaying the nutrient limits that would need to be met with the next permit on the expansion of Kill Creek. They are going to evaluate and make the proposal. Mayor Shute said that still limits the city on growth in the southeast quadrant. Effluent is the issue. If they expand Kill Creek, they would need additional parallel lines. They wouldn't need that infrastructure if they had a new plant. Mr. Stalter said the focus of the study is to provide a timeline of when the improvements would be needed so the city can budget. Councilmember Gregorcyk asked if they have any lobby efforts with KDHE. City Attorney Denk said that's beyond his knowledge. Baldwin asked what the increase in piping is not to go to Hillsdale. City Administrator Pruetting said $6 Million, and then there would be jurisdictional and easement issues. Mr. Stalter said Olathe Lake has the same eutrophication issues as Hillsdale. Councilmember Winters said this would potentially open up the corridor. Pruetting said this would give them a clear picture and timeline.

Councilmember Deaton made a motion to authorize the City Administrator to execute an amendment to the engineering services contract with GBA for the preliminary design of a new South Wastewater Treatment Plant to include a collection systems evaluation to serve the southwest planning area in the amount of $98,458.00

Councilmember Winters Seconded.

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

COUNCIL UPDATES

Chief Belcher noted they have a CPAC meeting on Monday, May 24, 7:00pm at the Justice Center.

City Administrator Pruetting appreciated Ms. Herbert's comments and passion for the issue. They are divided as a country on the issue of masks and COVID. Director Bruce is working to find the proper space to operate in. They did not enter the pool season wanting to restrict or close the pool. Staff discussed how to make it as open as possible with the information they had at the time. They were surprised when restrictions were lifted, but they had

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discussed the option of changing the session passes into daily passes. Staff is not working to limit things; they are doing everything they can to make sure everyone has services. Mayor Shute agreed with Ms. Herbert that the children have suffered for the last year. They didn't have flexibility on this because they were following county guidelines that were changed in the last week. Shute asked Director Bruce if staff could reexamine the processes in place based on the new guidance and modify restrictions. Bruce said neither the county nor the CDC has updated aquatics guidance. The CDC hasn't updated their pool guidance. It could change later, but they have a tight timeframe to open. They want to open as safe as possible. They will start with these, but may change later. Shute said there are community members who want the pool to open fully. They have guidance from other agencies, and there aren't any pools in the metro who have opened with no restrictions. Pruetting said it's too late to do pool passes and they are short-staffed on lifeguards. If they have the staff and capability, they can reevaluate going forward. Bruce said staffing is a concern. If the pool is open two hours or eight hours, they still require the same number of lifeguards to operate safely. These restrictions were the best way to start. They are focusing on making sure they have enough staff. Councilmember Baldwin supports opening fully, but lifeguard staffing is an issue. Their plan of doing two-hour sessions allows them to scale it back if there's a staffing issue. It's not ideal, but it's a way to open in some capacity. Councilmember Roberts said the most complaints she heard over the last year was that the pool didn't open. As guidelines come out and they get staffing, she would support opening it up more. Councilmember Gregorcyk said the county commissioners made a recommendation. Shute said pools weren't included. They made recommendations on masks and gatherings. Pruetting said there are no county orders, just recommendations from the CDC. City Attorney Denk said the applying the county health order to pools has a different practical meaning with mass gathering and masking, so now that it's not in place, they are recommendations. There are no county mandates. Gregorcyk supports opening at 100% and put the onus on the parents. Baldwin said if they end up with enough staff to reliably be open eight hours a day, he supports that. Roberts agreed. Gregorcyk asked when they could be fully staffed. Pruetting said they have gone through the first hiring cycle and are well short, so they advertised again. Parks staff is dealing with software and scheduling, there are other areas to work through. Staff now has clear direction of what council wants and they will work toward that. Shute said they will continue with cleaning protocols, but masking and gathering are just recommendations. There is a limitation of liability as well. Baldwin said he would support providing deck chairs; it's been shown there isn't an issue of transmission by touch. Shute asked if they would still wipe down equipment. Pruetting said they wouldn't pause. The original plan was to have the half hour pause in between sessions. Bruce said this was based on the guidelines received in March. It still had social distancing capacity limits, sanitation, masks when not in the water. They don't have updated information based on the changes last week. Gregorcyk asked if they are staffed for two-hour increments and not four. Bruce said in a normal pool season, they have about 90 lifeguards. This year, they started with 45, and are up to 55 currently. They also do swim lessons on the front and end of their day. Pruetting said other cities are having difficulty getting workers as well. Gregorcyk asked if they have staffing for a four-hour session or is it better to keep it at two and go through protocols. Bruce said staffing is the same, and will depend on swim lessons and pool parties as well. The lifeguards are expecting the two-hour windows at the start of the season. Councilmember Winters asked if less days would work for the staffing issue. Bruce said the pool is weather dependent. Pruetting said they are competing with places who have raised their pay. Denk said liability isn't an issue. There's a waiver in Kansas law with a provision that there is immunity provided they are complying with local health regulations, and the county has none currently. There is also a recreational use exception to liability. Shute said if they have staffing, they should open it up. Winters asked if the number of people affects staffing or they staff by station. Bruce said the stations are the same regardless of capacity. They built in half-hour windows for cleaning. Winters said if they are cleaning, they are still there all day. Bruce said during the half-hour cleaning, they are not working stations; they are cleaning. Pruetting said they would go back to cleaning once a day. Baldwin supports that. Gregorcyk said it's a staffing issue, not a virus issue. Baldwin asked if they collect money up front for sessions, so if they miss, the city still collects. Bruce confirmed, and said the only time they would issue refunds is if the pool closes. Gregorcyk asked what the consensus is. Winters supports opening if they have staff. Shute said go back to pre-pandemic protocols. Roberts agreed, if they have staffing. Gregorcyk agreed, contingent on staffing. Bruce confirmed that the recommendation from the governing body is to open as normal with no restrictions, full capacity, no time restrictions, deck furniture and day passes only. Councilmember Deaton said they can't sell season passes at this time, and asked if day passes can be

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purchased ahead of time to skip the line. Shute suggested online reservations only. Baldwin said they would still need to check in at the gate. Winters asked how many people walk up and may not have access to it online. Pruetting said they can still offer walk-up and wait in line. Bruce said they are two separate lines. Gregorcyk asked about purchasing multiple day passes. Bruce said this is new software and he will look into it. Baldwin asked if they need to delay opening because of these changes. Bruce doesn't believe so. Roberts asked about the pool repair. Pruetting said that could delay opening. Bruce said staff are working on it. Pruetting asked if there is interest in incentivizing the hiring of lifeguards by adjusting pay. Bruce said they offer a quarter raise each hear for the hourly employees and it's $10.50 this year. Deaton asked if there will be concessions. Bruce confirmed; Shute clarified it's packaged food. Bruce said it's a limited menu. Deaton asked if they have employees for concessions; Bruce confirmed. Deaton asked if there was an underwhelming number of applications. Bruce said they had a lot of applications for concessions and facility attendant, but lifeguard applications are down. They are down across the metro. They are fully staffed everywhere except lifeguards. Shute said if they don't offer a pay raise, they could offer a one-time bonus. Pruetting suggested an end of year bonus for staying. Bruce said other places do that and it works well. Shute suggested working a certain number of hours qualifies for a bonus. Gregorcyk asked about incentivizing returning lifeguards from previous years. Bruce said they don't have that in place currently. Gregorcyk asked if a returning bonus would help. Bruce said yes, and other agencies have similar programs. Shute said knowing the pool is opening fully may incentivize applicants. Roberts said they might have applied elsewhere to get more hours, but now they can get those hours at the pool. Baldwin asked what paying extra will do, if they have enough lifeguards to do whatever they decide. Shute noted they are down 30 lifeguards. Baldwin asked how they plan to open with the shortage. Bruce said there is an operational number, but they are flexible with their seasonal employees with regard to days off and summer activities. If they are missing two or three guards on certain rotations, then they shut down that section. If they don't have enough guards for the slide, then they close the slide. They have enough to operate, but they are not staffed at 2019 levels. Baldwin asked why they would spend extra on an asset that loses money every year. Finance Director Wolff said lifeguard salary is around $176,000. Before increasing wages, they would need to know the impact. Gregorcyk asked how many they have now and how many is ideal. Bruce said they have 55 currently, and would prefer 80. Pruetting said a full staffing increase of a dollar would be $17,000. Deaton said her teenagers don't make $10.50; they make less than that. Bruce said this is for a three-month window. He can work with Director Wolff on the financial impact. Winters said they are competing with other businesses in town. The city is paying more than other businesses so the pay is enough. Deaton supports an end of year bonus to retain trained staff all summer. If they raise the wage, they will have to budget for increases each year. Shute supports a bonus for working 75% of the available hours worked. Bruce said there are different hourly wages, and he will work with Wolff on options. Baldwin supports comparing to others in the industry to remain competitive, but the pay shouldn't be inflated because of COVID. Gregorcyk requested more information on salary increases in the Friday Minute Memo, and suggested a not to exceed $0.25 on the hourly rate. Pruetting noted they need to determine the daily rate. Shute said most people buy season passes because they are discounted. Baldwin said a quarter won't make a difference, but advertising that they need lifeguards in order to open all the amenities is more effective. Bruce said if they opt for an end of season bonus, they could hold hourly wages flat as long as they remain competitive. Winters said if they set the bonus at a number of hours, it will keep them motivated to show up. Shute summarized that staff will provide budget information in the memo and research end of year bonus structure. Bruce confirmed they are to open at full capacity, no restrictions, day passes, and no seasonal passes.

Director Bruce said they lost one day of a large baseball tournament because of weather. Staff plan to start summer sports on Tuesday, June 1, and schedule will be out soon. They have almost 800 registered.

Director Headlee noted there is a PWAAC meeting on May 24 at the Senior Building.

Councilmember Gregorcyk asked about Project grad. Pruetting said the city is donating $3,000 to Project Grad. Shute said that money came from the State of the City budget since they won't have that in-person this year. Gregorcyk said he is still hearing from residents on Cherokee regarding large truck traffic. He supports an overhead barrier to limit truck traffic. He is meeting with Fire Chief Kirk to discuss it. Firehouse 81 will be in service soon, offering another way to serve the LPCK area. They need to do something for the residents. The

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new ladder truck is 10'10", where an 18-wheeler is 12'5" to 13'5". Shute said the barriers are usually 11'6", and it would have to be at the entrance on the west side. They can't place it further down, because truck drivers will turn and have no way to get out. Gregorcyk said it should be on the city boundary. Shute said they will get to the end not be able to turn around. Gregorcyk suggested having the route updated on Google. Pruetting said they can discuss that with the Southwest Johnson County Area Plan with the multi-jurisdictional task force. Shute said they may need two, one at Center and one at the boundary. Gregorcyk said there is signage, but they ignore it. Belcher said PD continues to have officers at that area and make stops. They understand what those residents are going through. Gregorcyk continued, informing everyone the fire board meetings are now in person at New Century on the 2nd Tuesday of each month at 7pm. SB 13 affects the fire board as well. Councilmember Baldwin if the fire board meetings are live streamed. Councilmember Gregorcyk said they are not at this time, but he will ask Chief Kirk about it.

Councilmember Winters asked if there are numbers for the first day of the large item pick up. Director Headlee said they collected 47 tons on the north side of town. The number are lower, and they estimated 1 in 20 houses participated. They attribute the lower number due to restrictions in construction debris. Shute said they are following restrictions.

Mayor Shute appreciates everyone's patience while everything changes quickly.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 8:56 p.m.

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City Clerk

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VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005043	00	CUBE SOLUTIONS LLC							
39331-I		PI0251 007653	00		05/11/2021	603-3150-431.61-04	CUBICLES-DEPOSIT	EFT:	7,771.49
							VENDOR TOTAL *	.00	7,771.49
							EFT/EPAY TOTAL ***		7,771.49
							TOTAL EXPENDITURES ****	.00	7,771.49
						GRAND TOTAL	**********		7,771.49

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED							
8746856		002338		00	05/14/2021	001-1150-411.31-15	MONTHLY BILLING	1,123.04	
							VENDOR TOTAL *	1,123.04	
0004834	00	ADVENTHEALTH							
582729		002362		00	05/14/2021	601-1230-412.31-15	POST OFFER PHYSICALS	EFT:	1,027.00
							VENDOR TOTAL *	.00	1,027.00
0000350	00	AFFINIS CORP.							
8271		PI0259	006982	00	04/30/2021	130-3130-431.62-04	CONSULTING SERVICES	EFT:	29,279.76
							VENDOR TOTAL *	.00	29,279.76
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
70179		002339		00	05/14/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	2,969.76
							VENDOR TOTAL *	.00	2,969.76
0002636	00	ALTEC CAPITAL SERVICES, LLC							
1249865		002363		00	05/14/2021	501-4130-441.44-02	LEASE TR# 401	EFT:	3,645.52
1249866		002364		00	05/14/2021	501-4130-441.44-02	LEASE TR# 413	EFT:	4,620.94
1249867		002365		00	05/14/2021	501-4130-441.44-02	LEASE TR# 402 & 405	EFT:	5,821.88
1249868		002366		00	05/14/2021	501-4130-441.44-02	LEASE TR# 432	EFT:	3,440.80
1249869		002367		00	05/14/2021	501-4130-441.44-02	LEASE TR# 403	EFT:	3,459.41
							VENDOR TOTAL *	.00	20,988.55
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
51683		002367		00	05/14/2021	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	101.75
							VENDOR TOTAL *	.00	101.75
0003954	00	AMERICAN PAYMENT CENTERS, LLC							
45750		002340		00	05/14/2021	604-1320-413.44-02	QUARTERLY DROP BOX RENTAL	EFT:	312.00
							VENDOR TOTAL *	.00	312.00
0000566	00	AMERICAN TOPSOIL, INC.							
136697		002341		00	05/14/2021	501-4130-441.52-12	SOIL	EFT:	99.00
136698		002342		00	05/14/2021	501-4130-441.52-12	SOIL	EFT:	99.00
							VENDOR TOTAL *	.00	198.00
0001986	00	ANIXTER, INC.							
4897831-00		002343		00	05/14/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	839.13
4911428-04		002344		00	05/14/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	447.76
4631162-20		PI0260	007552	00	04/28/2021	501-4140-441.62-15	ELECTRIC MATERIALS	EFT:	11,454.62
4631162-20		PI0262	007648	00	04/28/2021	501-4140-441.62-15	TRANSFORMERS	EFT:	10,249.90
							VENDOR TOTAL *	.00	22,991.41
0004970	00	AQUATIC ECOSYSTEM CONSULTANTS							
1945		002345		00	05/14/2021	001-6120-461.31-15	OUTSOURCED SERVICES	EFT:	415.00
1946		002346		00	05/14/2021	001-6120-461.31-15	OUTSOURCED SERVICES	EFT:	645.00
							VENDOR TOTAL *	.00	1,060.00
0001674	00	AQUIONICS, INC							

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0001674	00	AQUIONICS, INC							
52224-IN		002367		00	05/14/2021	531-4320-443.52-12	REPLACEMENT SUPPLIES	EFT:	1,352.01
							VENDOR TOTAL *	.00	1,352.01
0002847	00	BLACK HILLS ENERGY							
05102021		002347		00	05/14/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,668.84
							VENDOR TOTAL *	.00	2,668.84
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS860364		PI0256	007584	00	05/05/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	2,778.50
							VENDOR TOTAL *	.00	2,778.50
0099999	00	BRUCE AND ELIZABETH FITZPATRICK							
05112021		002335		00	05/14/2021	001-1130-411.58-00	ANNEXATION REBATE	1,181.04	
							VENDOR TOTAL *	1,181.04	
0000347	00	BURNS & MCDONNELL							
104290-30		PI0264	007260	00	05/07/2021	130-3130-431.62-04	AMENDMENT 2	EFT:	46,239.10
							VENDOR TOTAL *	.00	46,239.10
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
20-WA2002		PI0253	007179	00	04/30/2021	521-4240-442.61-03	HILLSDALE WTP EXPANSION	EFT:	406,531.90
							VENDOR TOTAL *	.00	406,531.90
0099999	00	CARRIE AND JEFFREY FREDERICKSEN							
05122021		002336		00	05/14/2021	001-1130-411.58-00	ANNEXATION REBATE	77.24	
							VENDOR TOTAL *	77.24	
0000001	00	CENTURYLINK							
313696625	0521	002349		00	05/14/2021	001-3116-431.40-03	MONTHLY BILLING	21.15	
313696625	0521	002350		00	05/14/2021	001-3120-431.40-03	MONTHLY BILLING	39.29	
313680665	0521	002348		00	05/14/2021	001-6110-461.40-03	MONTHLY BILLING	65.87	
313014430	0521	002351		00	05/14/2021	521-4220-442.40-03	MONTHLY BILLING	351.08	
							VENDOR TOTAL *	477.39	
0000429	00	CINTAS FIRE PROTECTION							
5061608391		002352		00	05/14/2021	521-4220-442.31-15	MONTHLY BILLING	EFT:	155.11
							VENDOR TOTAL *	.00	155.11
0001643	00	CITY OF EDGERTON							
APR-21		002353		00	05/14/2021	531-4320-443.31-15	MONTHLY BILLING	16,185.79	
							VENDOR TOTAL *	16,185.79	
0001201	00	COMMERCIAL AQUATIC SERVICES, INC							
39810-1		002367		00	05/14/2021	001-6130-461.31-15	POOL ELECTRICAL	EFT:	55.00
							VENDOR TOTAL *	.00	55.00
0000567	00	CORRPRO COMPANIES							
645717		002354		00	05/14/2021	521-4220-442.31-15	INSPECTION	EFT:	840.00
							VENDOR TOTAL *	.00	840.00
0002830	00	CREATIVE CARNIVALS & EVENTS, LLC							

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0002830	00	CREATIVE CARNIVALS & EVENTS, LLC							
14109		002355		00	05/14/2021	001-6110-461.54-51	INFLATABLES & GAMES	EFT:	625.00
							VENDOR TOTAL *	.00	625.00
0003655	00	CROWN EQUIPMENT CORP							
177162429		002356		00	05/14/2021	501-4120-441.43-02	BATTERY	EFT:	3,992.62
							VENDOR TOTAL *	.00	3,992.62
0003716	00	DATAPROSE							
DP2101557		002357		00	05/14/2021	604-1320-413.31-15	MONTHLY BILLING	EFT:	5,816.26
							VENDOR TOTAL *	.00	5,816.26
0004959	00	DIGITAL ERTH CONSULTING LLC							
17		002358		00	05/14/2021	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	1,440.00
							VENDOR TOTAL *	.00	1,440.00
0002511	00	ENRIGHT LAWNS, INC							
24105		002367		00	05/14/2021	001-6120-461.31-15	MOWING	EFT:	3,025.00
							VENDOR TOTAL *	.00	3,025.00
0004946	00	EVERGY							
2424383255		0521002359		00	05/14/2021	521-4220-442.40-05	MONTHLY BILLING	11,839.20	
9279570154		0521002359		00	05/14/2021	521-4220-442.40-05	MONTHLY BILLING	5,831.16	
							VENDOR TOTAL *	17,670.36	
0000855	00	EWING IRRIGATION PRODUCTS, INC							
14070458		002367		00	05/14/2021	001-6120-461.52-01	TURF SERVICE PROGRAM	490.32	
							VENDOR TOTAL *	490.32	
0000771	00	FRY & ASSOCIATES, INC							
32256		002367		00	05/14/2021	001-6120-461.52-01	TRASH CAN REPAIR	EFT:	632.00
							VENDOR TOTAL *	.00	632.00
0000086	00	GALLS, LLC							
018300111		002359		00	05/14/2021	001-2120-421.53-02	CLOTHING - NOTTINGHAM	EFT:	171.36
018331255		002367		00	05/14/2021	001-2120-421.53-02	PATROL BOOTS - HOFER	EFT:	100.00
							VENDOR TOTAL *	.00	271.36
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000114		0521002359		00	05/14/2021	001-6120-461.40-02	MONTHLY BILLING	EFT:	380.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00

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0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		0521002359		00	05/14/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	811.00
0003536	00	GERKEN RENT-ALL							
388332-6		002367		00	05/14/2021	001-6120-461.44-02	CONCRETE BUGGY RENTAL	107.07	
							VENDOR TOTAL *	107.07	
0003183	00	GREEN SPECTRUM MARKETING LLC							
6601		002359		00	05/14/2021	531-4320-443.53-02	SAFETY SHIRTS	EFT:	649.80
							VENDOR TOTAL *	.00	649.80
0001840	00	GT DISTRIBUTORS INC							
INV0840352		002359		00	05/14/2021	001-2120-421.53-02	GRIPS & RAILS	EFT:	112.62
							VENDOR TOTAL *	.00	112.62
0002095	00	HDR ENGINEERING, INC							
1200344877		PI0255	007570	00	05/04/2021	001-3130-431.31-10	ON CALL TRAFFIC	EFT:	972.81
							VENDOR TOTAL *	.00	972.81
0000337	00	HERITAGE TRACTOR, INC.							
11111224		002367		00	05/14/2021	501-4130-441.52-04	PARTS EQ# 430	26.93	
							VENDOR TOTAL *	26.93	
0000463	00	HOLIDAY CONTRACTING, INC.							
05062021GC		002367		00	05/14/2021	001-6120-461.52-01	CONCRETE REPAIR	EFT:	3,200.00
05062021		002359		00	05/14/2021	001-6130-461.61-03	CONCRETE PATCH	EFT:	2,775.00
05062021SP		002367		00	05/14/2021	001-6130-461.52-01	CONCRETE REPAIR	EFT:	4,800.00
							VENDOR TOTAL *	.00	10,775.00
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500233222		002359		00	05/14/2021	117-3120-431.43-06	SPOILS	EFT:	429.00
1500233224		002359		00	05/14/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
							VENDOR TOTAL *	.00	572.00
0001830	00	IMSA							
379687		002359		00	05/14/2021	001-3120-431.46-01	CERTIFICATION RENEWAL	EFT:	40.00
							VENDOR TOTAL *	.00	40.00
0002775	00	INTERSTATE ELECTRICAL SUPPLY, INC							
196999		002359		00	05/14/2021	521-4220-442.52-01	LED SWITCH OVER	EFT:	533.00
197703		002359		00	05/14/2021	521-4220-442.52-01	LED SWITCH OVER	EFT:	485.00
							VENDOR TOTAL *	.00	1,018.00
0004271	00	IRON MOUNTAIN INC							
DNVN478		002359		00	05/14/2021	001-1150-411.31-15	SHREDDING SERVICES	EFT:	211.81
							VENDOR TOTAL *	.00	211.81
0099999	00	JAMES AND DEVRA COINER							

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0099999	00	JAMES AND DEVRA COINER							
05122021		002337		00	05/14/2021	001-1130-411.58-00	ANNEXATION REBATE	377.14	
							VENDOR TOTAL *	377.14	
0000108	00	K.C. BOBCAT INC							
19147471		002367		00	05/14/2021	001-6120-461.43-02	BOBCAT REPAIRS	769.44	
							VENDOR TOTAL *	769.44	
0002806	00	KANSAS GOLF AND TURF, INC							
02-247305		002367		00	05/14/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	65.25
02-247773		002367		00	05/14/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	54.89
02-247992		PI0258	007652	00	05/03/2021	135-6120-461.61-04	EXMARK Z-SPRAY	EFT:	11,990.00
							VENDOR TOTAL *	.00	12,110.14
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
15966		002359		00	05/14/2021	501-4130-441.46-01	QUARTERLY TUITION	EFT:	300.00
							VENDOR TOTAL *	.00	300.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1040249		002359		00	05/14/2021	501-4130-441.40-06	LOCATES	EFT:	33.60
							VENDOR TOTAL *	.00	33.60
0000742	00	KANSAS RURAL WATER ASSOC							
05042021		002359		00	05/14/2021	521-4220-442.46-02	MEMBERSHIP RENEWAL	230.00	
05042021		002359		00	05/14/2021	521-4230-442.46-02	MEMBERSHIP RENEWAL	230.00	
05042021		002359		00	05/14/2021	531-4320-443.46-02	MEMBERSHIP RENEWAL	230.00	
05042021		002359		00	05/14/2021	531-4330-443.46-02	MEMBERSHIP RENEWAL	230.00	
							VENDOR TOTAL *	920.00	
0000492	00	KDHE - DIV OF HLTH & ENV LABS							
05062021		002359		00	05/14/2021	531-4320-443.46-02	ACCREDITATION FEES	EFT:	350.00
							VENDOR TOTAL *	.00	350.00
0001426	00	KELLER FIRE & SAFETY							
267858		002359		00	05/14/2021	501-4140-441.61-03	FIRE SUPPRESSION INSPECTI	EFT:	2,085.90
							VENDOR TOTAL *	.00	2,085.90
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2021-04		002367		00	05/14/2021	501-0000-351.13-00	MONTHLY BILLING	EFT:	123,200.12-
EMP1-GD-2021-04		002367		00	05/14/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	181,203.08
							VENDOR TOTAL *	.00	58,002.96
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-21-05		002359		00	05/14/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	6,307.59
							VENDOR TOTAL *	.00	6,307.59
0004949	00	LEGAL RECORD, THE							
L90882		002359		00	05/14/2021	001-7110-471.47-01	ADVERTISING/LEGAL	EFT:	11.48
L90783		002359		00	05/14/2021	117-3130-431.62-07	ADVERTISEMENT	EFT:	9.51
L90701		002359		00	05/14/2021	130-3130-431.62-04	ADVERTISEMENT	EFT:	9.51

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
0004949	00	LEGAL RECORD, THE							
L90712		002359		00	05/14/2021	501-4130-441.31-15	BID ADVERTISEMENT	EFT:	9.51
							VENDOR TOTAL *	.00	40.01
0000117	00	LIFEGUARD STORE, INC., THE							
INV001051879		002359		00	05/14/2021	001-6130-461.53-02	STAFF SHIRTS	EFT:	4,741.00
							VENDOR TOTAL *	.00	4,741.00
0000123	00	MARC							
D-I-0003843		PI0252	007654	00	03/01/2021	001-1110-411.46-02	DUES	EFT:	8,327.00
							VENDOR TOTAL *	.00	8,327.00
0000233	00	MAXIMUM LAWN CARE							
15615		002359		00	05/14/2021	001-2110-421.31-15	MOWING	EFT:	740.00
15616		PI0265	007604	00	05/04/2021	001-3120-431.31-15	MOWING	EFT:	1,340.00
15616		002359		00	05/14/2021	521-4220-442.31-15	MOWING	EFT:	360.00
15616		002359		00	05/14/2021	531-4320-443.31-15	MOWING	EFT:	60.00
							VENDOR TOTAL *	.00	2,500.00
0001291	00	MHC KENWORTH - OLATHE							
R00214100005907		002359		00	05/14/2021	501-4120-441.43-02	REPAIRS	EFT:	713.60
							VENDOR TOTAL *	.00	713.60
0004464	00	MID-STATE RENTAL							
111295-2		002359		00	05/14/2021	521-4230-442.43-02	RENTAL	EFT:	537.54
111295-2		002359		00	05/14/2021	531-4330-443.43-02	RENTAL	EFT:	537.54
							VENDOR TOTAL *	.00	1,075.08
0003579	00	MID-STATES MATERIALS LLC							
104283		002359		00	05/14/2021	117-3120-431.43-06	ASPHALT	182.32	
							VENDOR TOTAL *	182.32	
0004062	00	MYERS BROTHERS OF KANSAS CITY, INC							
257446		002367		00	05/14/2021	001-3116-431.31-15	VEHICLE LIFT INSPECTION	135.00	
257445		002368		00	05/14/2021	001-6120-461.31-15	BUILDING REPAIRS	120.00	
							VENDOR TOTAL *	255.00	
0000132	00	NATIONAL SIGN CO., INC.							
IN-196526		002359		00	05/14/2021	001-3120-431.52-10	SIGN	EFT:	987.45
							VENDOR TOTAL *	.00	987.45
0004627	00	ORIGINAL WATERMEN							
571370		002360		00	05/14/2021	001-6130-461.53-02	STAFF SHORTS	EFT:	1,271.17
							VENDOR TOTAL *	.00	1,271.17
0000256	00	OTTAWA COOP							
48397 0421		002367		00	05/14/2021	001-3120-431.52-09	DIESEL FUEL	EFT:	464.19
48397 0421		002359		00	05/14/2021	521-4220-442.52-09	DIESEL FUEL	EFT:	237.41
48397 0421		002359		00	05/14/2021	521-4230-442.52-09	DIESEL FUEL	EFT:	92.84
							VENDOR TOTAL *	.00	794.44
0000149	00	PRAXAIR DISTRIBUTION INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000149	00	PRAXAIR DISTRIBUTION INC								
63400850		002359		00	05/14/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:		176.65
63401648		002367		00	05/14/2021	001-6120-461.44-02	CYLINDER RENTAL	EFT:		138.78
63415409		002359		00	05/14/2021	501-4120-441.43-02	CYLINDER RENTAL	EFT:		367.97
							VENDOR TOTAL *	.00		683.40
0005055	00	PRO DESIGN CONTRACTORS LLC								
5-ED2001		PI0261	007557	00	04/25/2021	531-4340-443.62-10	INSTALL E. SEWER INTERCEP	EFT:		76,802.93
5-ED2001		PI0263	007649	00	04/25/2021	531-4340-443.62-10	EROSION CONTROL	EFT:		12,540.55
							VENDOR TOTAL *	.00		89,343.48
0005041	00	QUADIENT FINANCE USA								
04302021		002367		00	05/14/2021	001-1330-413.47-04	POSTAGE	EFT:		51.47
04302021		002367		00	05/14/2021	001-2110-421.47-04	POSTAGE	EFT:		223.48
							VENDOR TOTAL *	.00		274.95
0005099	00	QUADIENT, INC								
58410484		002359		00	05/14/2021	602-1340-413.44-02	MONTHLY BILLING	EFT:		208.76
							VENDOR TOTAL *	.00		208.76
0000198	00	QUALITY REFRIGERATION, INC.								
13331		002359		00	05/14/2021	001-6110-461.52-15	INSTALL NEW ICE MACHINE	EFT:		4,737.50
							VENDOR TOTAL *	.00		4,737.50
0003786	00	RADAR SHOP INC, THE								
RS-11817		002359		00	05/14/2021	001-2110-421.43-02	LASER UNIT CERTIFICATIONS		138.00	
							VENDOR TOTAL *		138.00	
0000946	00	RIGHT-WAY JANITORIAL INC								
2944		PI0257	007650	00	05/10/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:		9,537.62
							VENDOR TOTAL *	.00		9,537.62
0004502	00	SAFEDEFEND, LLC								
21-1397		002367		00	05/14/2021	001-2110-421.31-15	ANNUAL FEE	EFT:		1,500.00
21-1398		002367		00	05/14/2021	001-2110-421.31-15	ANNUAL SUPPORT PLAN	EFT:		360.00
							VENDOR TOTAL *	.00		1,860.00
0004159	00	SHRED-IT USA LLC								
8181946091		002360		00	05/14/2021	001-2110-421.31-15	SHREDDING SERVICES		49.36	
							VENDOR TOTAL *		49.36	
0099999	00	SQUIRES, CARLA								
000037065		UT		00	10/23/2020	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	128725	37.20-
							VENDOR TOTAL *	.00		37.20-
0001566	00	STAPLES BUSINESS ADVANTAGE								
8062033496		002360		00	05/14/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:		101.81
							VENDOR TOTAL *	.00		101.81
0004785	00	SUMNERONE, INC								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004785	00	SUMNERONE, INC							
2858346		002360		00	05/14/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	323.45
							VENDOR TOTAL *	.00	323.45
0000176	00	TIME WARNER CABLE							
025056001042821		002360		00	05/14/2021	602-1340-413.47-05	MONTHLY BILLING	42.81	
							VENDOR TOTAL *	42.81	
0099999	00	TIMON HASTING							
095297		000891		00	05/12/2021	001-0000-207.10-20	RESTITUTION	540.00	
							VENDOR TOTAL *	540.00	
0099999	00	TIMON HASTINGS							
095297		000891		00	05/12/2021	001-0000-207.10-20	RESTITUTION	CHECK #: 129229	540.00-
							VENDOR TOTAL *	.00	540.00-
0003962	00	TRANSLATIONPERFECT.COM							
6640		002360		00	05/14/2021	001-1330-413.31-15	INTERPRETER	EFT:	158.50
							VENDOR TOTAL *	.00	158.50
0001298	00	UPS STORE #5784							
18292		002360		00	05/14/2021	501-4120-441.47-04	SHIPPING CHARGES	27.99	
18365		002360		00	05/14/2021	501-4120-441.47-04	SHIPPING CHARGES	30.87	
18372		002360		00	05/14/2021	501-4120-441.47-04	SHIPPING CHARGES	13.25	
18438		002360		00	05/14/2021	501-4120-441.47-04	SHIPPING CHARGES	13.25	
18350		002360		00	05/14/2021	501-4140-441.63-73	SHIPPING CHARGES	557.88	
							VENDOR TOTAL *	643.24	
0002484	00	US FOOD SERVICE							
4829015		002360		00	05/14/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	1,070.56
							VENDOR TOTAL *	.00	1,070.56
0000289	00	VIKING INDUSTRIAL SUPPLY							
14435		002360		00	05/14/2021	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	358.30
14436		002360		00	05/14/2021	001-6120-461.52-01	SHOP SUPPLIES	EFT:	693.85
							VENDOR TOTAL *	.00	1,052.15
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
21-1456		PI0254	007555	00	04/30/2021	001-3130-431.31-10	ON CALL NPDES	EFT:	375.00
							VENDOR TOTAL *	.00	375.00
0003221	00	WEX BANK							
71676832		002367		00	05/14/2021	501-4120-441.52-09	FUEL	EFT:	367.99
71676832		002367		00	05/14/2021	501-4130-441.52-09	FUEL	EFT:	2,093.47
71676832		002367		00	05/14/2021	521-4220-442.52-09	FUEL	EFT:	386.73
71676832		002367		00	05/14/2021	521-4230-442.52-09	FUEL	EFT:	314.44
71676832		002367		00	05/14/2021	531-4320-443.52-09	FUEL	EFT:	703.18
71676832		002367		00	05/14/2021	531-4330-443.52-09	FUEL	EFT:	1,257.19
							VENDOR TOTAL *	.00	5,123.00
0003878	00	YATES ELECTRIC CO. INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003878	00	YATES ELECTRIC CO. INC.							
3164		002367		00	05/14/2021	001-6120-461.31-15	ELECTRICAL REPAIR	EFT:	270.00
3135		002367		00	05/14/2021	531-4320-443.31-15	MATERIALS	EFT:	339.25
							VENDOR TOTAL *	.00	609.25
							HAND ISSUED TOTAL ***		577.20-
							EFT/EPAY TOTAL ***		785,613.34
							TOTAL EXPENDITURES ****	41,256.49	785,036.14
						GRAND TOTAL	**********		826,292.63

EXPENDITURE APPROVAL LIST
AS OF: 05/18/2021 PAYMENT DATE: 05/18/2021

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
0000722	00	GEHS PROJECT GRADUATION							
2021 SUPPORT		002668		00	05/18/2021	001-1110-411.54-93	2021 PROJECT GRAD SUPPORT	3,000.00	
							VENDOR TOTAL *	3,000.00	
							TOTAL EXPENDITURES ****	3,000.00	
							GRAND TOTAL **********		3,000.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004276	00	CHICAGO TITLE INSURANCE							
201835		002670		00	05/19/2021	401-6120-461.61-01	QUAIL MEADOWS TRAIL	EFT:	1,997.00
							VENDOR TOTAL *	.00	1,997.00
							EFT/EPAY TOTAL ***		1,997.00
							TOTAL EXPENDITURES ****	.00	1,997.00
							GRAND TOTAL **********		1,997.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	AARON & AIMEE MORRIS							
05132021		002672		00	05/21/2021	001-1130-411.58-00	ANNEXATION REBATE	654.17	
							VENDOR TOTAL *	654.17	
0099999	00	ADAM S. TAYLOR							
05172021		002673		00	05/21/2021	001-1130-411.58-00	ANNEXATION REBATE	1,073.22	
							VENDOR TOTAL *	1,073.22	
0002582	00	AMINO BROTHERS CO, INC							
PAY REQUEST	8	PI0284	007236	00	05/21/2021	130-3130-431.62-04	INFRASTRUCTURE IMPROVMTS	EFT:	327,520.52
PAY REQUEST	8	002749		00	05/21/2021	403-3130-431.62-17	INFRASTRUCTUR IMPROVEMENT	EFT:	.05
PAY REQUEST	8	PI0286	007351	00	05/21/2021	403-3130-431.62-17	INFRASTRUCTURE IMPROVEMT	EFT:	29,215.54
PAY REQUEST	8	PI0287	007402	00	05/21/2021	403-3130-431.62-17	INFRASTRUCTURE IMPROVMTS	EFT:	7,860.50
PAY REQUEST	8	PI0288	007408	00	05/21/2021	403-3130-431.62-04	INFRASTRUCTURE IMPROVMTS	EFT:	2,273.18
PAY REQUEST	8	PI0289	007409	00	05/21/2021	403-4130-441.62-15	INFRASTRUCTURE IMPROVMTS	EFT:	52,123.00
PAY REQUEST	8	PI0290	007410	00	05/21/2021	403-4230-442.62-16	INFRASTRUCTURE IMPROVMTS	EFT:	42,087.66
PAY REQUEST	8	PI0291	007457	00	05/21/2021	403-4330-443.62-10	INFRASTRUCTURE IMPROVMTS	EFT:	1,077.00
PAY REQUEST	8	002750		00	05/21/2021	521-4240-442.62-18	INFRASTRUCTUR IMPROVEMENT	EFT:	3,994.00
PAY REQUEST	8	PI0285	007350	00	05/21/2021	521-4240-442.62-18	INFRASTRUCTURE IMPROVMTS	EFT:	62,968.44
							VENDOR TOTAL *	.00	529,119.89
0000295	00	ASPLUNDH TREE EXPERT CO. INC.							
62Q70521		002742		00	05/21/2021	501-4120-441.43-01	WEED CONTROL	EFT:	3,530.00
							VENDOR TOTAL *	.00	3,530.00
0004860	00	AT&T MOBILITY							
05082021		002676		00	05/21/2021	001-2110-421.40-03	MONTHLY BILLING	1,862.78	
							VENDOR TOTAL *	1,862.78	
0005014	00	ATTIC STORAGE OF GARDNER							
16052		002677		00	05/21/2021	001-6110-461.44-02	MONTHLY BILLING	EFT:	870.00
							VENDOR TOTAL *	.00	870.00
0003515	00	AUGUSTINE EXTERMINATORS INC							
2293727		002678		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2293719		002679		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2293719		002680		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2293717		002681		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2293718		002682		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2293716		002683		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2293715		002684		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2293726		002685		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2293724		002686		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2293723		002687		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2293720		002688		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2293721		002689		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2293722		002690		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2293725		002691		00	05/21/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
							VENDOR TOTAL *	.00	592.46
0005106	00	BIG WATER LLC							

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0005106	00	BIG WATER LLC							
05182021		002692		00	05/21/2021	130-3130-431.62-04	TEMPORARY EASEMENT	785.00	
							VENDOR TOTAL *	785.00	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS863909		PI0271	007589	00	05/12/2021	521-4220-442.52-13	ROBIN 110	EFT:	1,016.00
BMS868531		PI0276	007584	00	05/12/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	2,728.50
							VENDOR TOTAL *	.00	3,744.50
0004628	00	CALGON CARBON CORPORATION							
90121743		PI0270	007586	00	05/14/2021	521-4220-442.52-13	CARBON	EFT:	1,620.00
							VENDOR TOTAL *	.00	1,620.00
0000001	00	CENTURYLINK							
313239127	0521	002744		00	05/21/2021	531-4320-443.40-03	MONTHLY BILLING	280.70	
313440714	0521	002694		00	05/21/2021	551-4520-445.40-03	MONTHLY BILLING	217.15	
314117591	0521	002693		00	05/21/2021	602-1340-413.40-03	MONTHLY BILLING	1,631.35	
320501840	0521	002743		00	05/21/2021	602-1340-413.40-03	MONTHLY BILLING	56.44	
							VENDOR TOTAL *	2,185.64	
0003324	00	CHALLENGER SPORTS CORP							
05192021		PI0277	007655	00	05/19/2021	001-6110-461.47-53	SOCCER CAMP	EFT:	4,150.00
05192021		PI0278	007655	00	05/19/2021	001-6110-461.47-53	SOCCER CAMP	EFT:	1,800.00
							VENDOR TOTAL *	.00	5,950.00
0099999	00	CHRISTIAN, MARSHALL							
000064125		UT		00	05/19/2021	501-0000-229.00-00	FINAL BILL REFUND	65.64	
							VENDOR TOTAL *	65.64	
0000429	00	CINTAS FIRE PROTECTION							
8405123540		002696		00	05/21/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	101.69
8405123540		002695		00	05/21/2021	501-4130-441.31-15	MONTHLY BILLING	EFT:	414.21
8405123540		002697		00	05/21/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	32.40
8405123540		002699		00	05/21/2021	531-4320-443.31-15	MONTHLY BILLING	EFT:	66.54
8405123540		002698		00	05/21/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	32.41
							VENDOR TOTAL *	.00	647.25
0002621	00	CLAYCO ELECTRIC CO, INC.							
48612		002700		00	05/21/2021	521-4220-442.43-02	REPAIR BREAKER	EFT:	1,135.00
							VENDOR TOTAL *	.00	1,135.00
0001538	00	CODE PUBLISHING COMPANY							
69831		002701		00	05/21/2021	001-1150-411.31-15	ANNUAL WEB FEES	EFT:	480.00
							VENDOR TOTAL *	.00	480.00
0001201	00	COMMERCIAL AQUATIC SERVICES, INC							
36976-1		002702		00	05/21/2021	001-6130-461.52-01	MAINTENANCE SUPPLIES	EFT:	118.02
							VENDOR TOTAL *	.00	118.02
0099999	00	DOUGLAS & DANIEL FREUND							

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	DOUGLAS & DANIEL FREUND							
05182021		002674		00	05/21/2021	001-1130-411.58-00	ANNEXATION REBATE	640.70	
							VENDOR TOTAL *	640.70	
0002956	00	FASTENAL CO.							
KSKA3143472		002705		00	05/21/2021	501-4130-441.52-31	SCREWS	EFT:	26.51
KSKA3143469		002703		00	05/21/2021	521-4230-442.52-20	SAFETY SUPPLIES	EFT:	154.34
KSKA3143469		002704		00	05/21/2021	531-4330-443.52-20	SAFETY SUPPLIES	EFT:	154.35
							VENDOR TOTAL *	.00	335.20
0004996	00	FLEX MADE EASY							
05202021		002739		00	05/21/2021	721-0000-202.03-11	CONTRIBUTIONS	EFT:	1,149.98
							VENDOR TOTAL *	.00	1,149.98
0000086	00	GALLS, LLC							
018369077		002706		00	05/21/2021	001-2120-421.53-02	SHIRTS - NOTTINGHAM	EFT:	172.54
							VENDOR TOTAL *	.00	172.54
0001047	00	GARDNER TOWNSHIP							
202101		PI0274	007662	00	05/18/2021	001-1110-411.54-93	2021 BUDGETED SUPPORT	EFT:	37,675.00
							VENDOR TOTAL *	.00	37,675.00
0000181	00	GRAINGER							
9891525066		002745		00	05/21/2021	521-4220-442.52-20	TRASH BAGS	EFT:	52.78
9898038683		002746		00	05/21/2021	531-4320-443.43-02	PARTS	EFT:	2,000.78
							VENDOR TOTAL *	.00	2,053.56
0001840	00	GT DISTRIBUTORS INC							
INV0841926		002707		00	05/21/2021	001-2120-421.53-02	MAGPUL	EFT:	11.93
							VENDOR TOTAL *	.00	11.93
0000013	00	HACH COMPANY							
12449777		002708		00	05/21/2021	521-4220-442.52-12	REAGENTS	EFT:	567.63
12455843		002747		00	05/21/2021	521-4220-442.52-12	REAGENTS	EFT:	87.40
							VENDOR TOTAL *	.00	655.03
0000463	00	HOLIDAY CONTRACTING, INC.							
05132021 PRATT		002709		00	05/21/2021	521-4230-442.31-15	CONCRETE REPAIR	EFT:	1,850.00
							VENDOR TOTAL *	.00	1,850.00
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500234861		002710		00	05/21/2021	117-3120-431.43-06	SPOILS	EFT:	71.50
1500234585		002711		00	05/21/2021	117-3120-431.43-06	SPOILS	EFT:	71.50
1500234864		002712		00	05/21/2021	117-3120-431.43-06	SPOILS	EFT:	71.50
							VENDOR TOTAL *	.00	214.50
0005040	00	HSA BANK COBRA							
COG05132021		002713		00	05/21/2021	001-1140-411.31-15	OPEN ENROLLMENT FEE	257.00	
							VENDOR TOTAL *	257.00	
0000102	00	ICMA RETIREMENT TRUST - 457							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000102	00	ICMA RETIREMENT TRUST - 457							
539480		002730		00	05/19/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	7,794.99
							VENDOR TOTAL *	.00	7,794.99
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
301001583		002714		00	05/21/2021	001-6110-461.52-15	CONCESSION FOOD	590.40	
							VENDOR TOTAL *	590.40	
0000104	00	INTEGRITY COMMUNICATIONS							
05182021		002715		00	05/21/2021	130-3130-431.62-04	TEMPORARY EASEMENT	EFT:	720.00
							VENDOR TOTAL *	.00	720.00
0004633	00	INTEGRITY LOCATING SERVICES, LLC							
5078		PI0266	007640	00	04/10/2021	001-3120-431.31-15	LOCATING SERVICE	EFT:	1,800.50
5155		PI0279	007656	00	05/10/2021	001-3120-431.31-15	LOCATING SERVICE	EFT:	2,094.00
5078		PI0267	007640	00	04/10/2021	501-4130-441.40-06	LOCATING SERVICE	EFT:	1,800.50
5155		PI0280	007656	00	05/10/2021	501-4130-441.40-06	LOCATING SERVICE	EFT:	2,094.00
5078		PI0268	007640	00	04/10/2021	521-4230-442.40-06	LOCATING SERVICE	EFT:	1,800.50
5155		PI0281	007656	00	05/10/2021	521-4230-442.40-06	LOCATING SERVICE	EFT:	2,094.00
5078		PI0269	007640	00	04/10/2021	531-4330-443.40-06	LOCATING SERVICE	EFT:	1,800.50
5155		PI0282	007656	00	05/10/2021	531-4330-443.40-06	LOCATING SERVICE	EFT:	2,094.00
							VENDOR TOTAL *	.00	15,578.00
0003023	00	JOHNSON COUNTY HUMAN SVCS							
2021-1		PI0273	007661	00	05/17/2021	604-1320-413.49-02	UTILITY ASSISTANCE	25,000.00	
							VENDOR TOTAL *	25,000.00	
0002760	00	KA-COMM, INC							
179303		002716		00	05/21/2021	001-2120-421.43-05	REPLACE DVR #115	EFT:	55.00
							VENDOR TOTAL *	.00	55.00
0099999	00	KEITH, DENNIS & MONICA							
000038933		UT		00	05/17/2021	501-0000-229.00-00	FINAL BILL REFUND	82.65	
							VENDOR TOTAL *	82.65	
0001446	00	KMEA EMP #1 OPERATING ACCT							
KMEA-DW-21-05		002718		00	05/21/2021	501-4120-441.41-01	DOGWOOD RESETTLEMENTS	EFT:	631,000.00
							VENDOR TOTAL *	.00	631,000.00
0003513	00	KMEA- DOGWOOD							
KMEA-DG-GR-2106		002717		00	05/21/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	264,923.13
							VENDOR TOTAL *	.00	264,923.13
0000805	00	KMGA GAS SUPPLY OPERATING FUND							
KMGA-GA-2021-04		002719		00	05/21/2021	501-4120-441.41-50	MONTHLY BILLING	EFT:	35.00
							VENDOR TOTAL *	.00	35.00
0002999	00	KONECRANES, INC							
154481214		002720		00	05/21/2021	521-4220-442.43-02	CRANE/HOIST REPAIR	EFT:	3,446.31
							VENDOR TOTAL *	.00	3,446.31
0002489	00	KPERS							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002489	00	KPERS								
1595025		002731		00	05/20/2021	721-0000-202.03-05	052021 PAY PERIOD	CHECK #:	112	746.06
1595028		002732		00	05/20/2021	721-0000-202.03-01	052021 PAY PERIOD	CHECK #:	112	112.33
1595030		002733		00	05/20/2021	721-0000-202.03-01	052021 PAY PERIOD	CHECK #:	112	42,689.63
							VENDOR TOTAL *		.00	43,548.02
0003568	00	KPERS RETIREMENT								
1595033		002734		00	05/20/2021	721-0000-202.03-03	052021 PAY PERIOD	CHECK #:	118	232.42
							VENDOR TOTAL *		.00	232.42
0002490	00	KPF								
1595023		002735		00	05/20/2021	721-0000-202.03-05	052021 PAY PERIOD	CHECK #:	113	101.57
1595032		002736		00	05/20/2021	721-0000-202.03-02	052021 PAY PERIOD	CHECK #:	113	31,323.36
							VENDOR TOTAL *		.00	31,424.93
0004769	00	KRONOS SAASHR, INC								
11761229		002721		00	05/21/2021	602-1340-413.47-05	MONTHLY BILLING		EFT:	1,834.11
							VENDOR TOTAL *		.00	1,834.11
0001103	00	KUTAK ROCK LLP								
2874466		002747		00	05/21/2021	001-1130-411.31-15	PROFESSIONAL SERVICES		EFT:	638.00
2874467		002747		00	05/21/2021	001-1130-411.31-15	PROFESSIONAL SERVICES		EFT:	1,479.00
							VENDOR TOTAL *		.00	2,117.00
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES								
21-1395		002722		00	05/21/2021	001-1140-411.46-05	RECRUITMENT		EFT:	100.00
							VENDOR TOTAL *		.00	100.00
0004949	00	LEGAL RECORD, THE								
L90898		002724		00	05/21/2021	001-1150-411.47-01	ORD. PUBLICATION		EFT:	5.90
L91056		002725		00	05/21/2021	108-1130-411.47-01	PUBLIC HEARING NOTICE		EFT:	297.08
L90768		002723		00	05/21/2021	531-4330-443.43-10	BID ADVERTISEMENT		EFT:	36.00
							VENDOR TOTAL *		.00	338.98
0004504	00	LINEAGE								
LIN45924216		002726		00	05/21/2021	602-1340-413.44-02	MONTHLY BILLING		EFT:	504.00
							VENDOR TOTAL *		.00	504.00
0002979	00	LOCHNER, H W INC								
15767-RPT04		PI0275	007450	00	04/30/2021	551-4520-445.31-15	ENGINEERING SERVICES		EFT:	1,239.91
15767-12		PI0283	007053	00	05/20/2021	551-4520-445.31-15	DESIGN SERVICES		EFT:	925.00
							VENDOR TOTAL *		.00	2,164.91
0004417	00	MIAMI COUNTY CONSERVATION DISTRICT								
1117		002747		00	05/21/2021	521-4220-442.46-02	WRAPS MATCH PAYMENT		EFT:	2,500.00
							VENDOR TOTAL *		.00	2,500.00
0099999	00	MOORE, STEVEN H								
000065871		UT		00	05/17/2021	501-0000-229.00-00	FINAL BILL REFUND		53.91	
							VENDOR TOTAL *		53.91	
0005101	00	NETSTANDARD INC								

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0005101	00	NETSTANDARD INC								
27285		002727		00	05/21/2021	602-1340-413.31-15	MONTHLY BILLING		EFT:	4,250.00
							VENDOR TOTAL *		.00	4,250.00
0000144	00	O'REILLY AUTOMOTIVE, INC.								
0354-210772		002727		00	05/21/2021	501-4130-441.52-04	TR# 400 SUPPLIES		EFT:	26.24
0354-210859		002727		00	05/21/2021	501-4130-441.52-02	BRUSH HOG SUPPLIES		EFT:	24.06
0354-210929		002727		00	05/21/2021	501-4130-441.52-02	BRUSH HOG SUPPLIES		EFT:	14.22
0354-213025		002727		00	05/21/2021	501-4130-441.52-04	TR# 429 SUPPLIES		EFT:	177.57
0354-213120		002727		00	05/21/2021	501-4130-441.52-12	SUPPLIES FOR SHOP USE		EFT:	26.79
0354-213402		002727		00	05/21/2021	501-4130-441.52-12	SUPPLIES FOR SHOP USE		EFT:	20.78
0354-214328		002727		00	05/21/2021	501-4130-441.52-04	TR# 431 SUPPLIES		EFT:	9.40
0354-214329		002728		00	05/21/2021	501-4130-441.52-12	SUPPLIES FOR SHOP STOCK		EFT:	36.12
0354-214809		002728		00	05/21/2021	501-4130-441.52-12	SUPPLIES FOR SHOP USE		EFT:	6.56
							VENDOR TOTAL *		.00	341.74
0000142	00	OLATHE WINWATER WORKS								
160447 00		002728		00	05/21/2021	501-4140-441.63-73	SUPPLIES		EFT:	42.00
160484 00		002728		00	05/21/2021	521-4230-442.52-12	SUPPLIES		EFT:	20.00
							VENDOR TOTAL *		.00	62.00
0000256	00	OTTAWA COOP								
48397 0321		002739		00	05/21/2021	501-4120-441.52-09	DIESEL FUEL		EFT:	249.81
48397 0321		002739		00	05/21/2021	521-4230-442.52-09	DIESEL FUEL		EFT:	84.47
48397 0321		002739		00	05/21/2021	531-4330-443.52-09	DIESEL FUEL		EFT:	84.48
							VENDOR TOTAL *		.00	418.76
0099999	00	PACKARD, ROBIN								
000066109		UT		00	05/17/2021	501-0000-229.00-00	FINAL BILL REFUND		45.88	
							VENDOR TOTAL *		45.88	
0099999	00	PARKER, KEVIN								
000065821		UT		00	05/17/2021	501-0000-229.00-00	FINAL BILL REFUND		54.37	
							VENDOR TOTAL *		54.37	
0001569	00	PAYCOR, INC								
INV02196244		002737		00	05/05/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	1,048.57
INV02235956		002738		00	05/19/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	695.82
							VENDOR TOTAL *		.00	1,744.39
0000145	00	PEPSI-COLA								
66071255		002728		00	05/21/2021	001-6110-461.52-15	CONCESSION BEVERAGES		EFT:	346.26
							VENDOR TOTAL *		.00	346.26
0003110	00	REJIS COMMISSION								
459451		002728		00	05/21/2021	001-2110-421.31-15	REJIS TRANSACTIONS		EFT:	90.28
							VENDOR TOTAL *		.00	90.28
0099999	00	RICE, BRIAN								
000035287		UT		00	05/19/2021	501-0000-229.00-00	MANUAL CHECK		40.79	

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	RICE, BRIAN							
							VENDOR TOTAL *	40.79	
0005104	00	SESAC RIGHTS MANAGEMENT							
1019100		002728		00	05/21/2021	001-6130-461.46-02	PUBLIC MUSIC LICENSE	EFT:	322.00
							VENDOR TOTAL *	.00	322.00
0001709	00	SPRINT							
403233312-233		002728		00	05/21/2021	001-1120-411.40-03	MONTHLY BILLING	EFT:	77.12
403233312-233		002728		00	05/21/2021	001-1140-411.40-03	MONTHLY BILLING	EFT:	55.60
403233312-233		002728		00	05/21/2021	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.56
403233312-233		002728		00	05/21/2021	001-3110-431.40-03	MONTHLY BILLING	EFT:	145.75
403233312-233		002728		00	05/21/2021	001-3116-431.40-03	MONTHLY BILLING	EFT:	48.56
403233312-233		002728		00	05/21/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	194.24
403233312-233		002728		00	05/21/2021	001-3130-431.40-03	MONTHLY BILLING	EFT:	77.12
403233312-233		002728		00	05/21/2021	001-6105-461.40-03	MONTHLY BILLING	EFT:	279.92
403233312-233		002728		00	05/21/2021	001-6120-461.40-03	MONTHLY BILLING	EFT:	265.30
403233312-233		002728		00	05/21/2021	001-7120-471.40-03	MONTHLY BILLING	EFT:	55.60
403233312-233		002728		00	05/21/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	231.36
403233312-233		002728		00	05/21/2021	501-4120-441.40-03	MONTHLY BILLING	EFT:	170.87
403233312-233		002728		00	05/21/2021	501-4130-441.40-03	MONTHLY BILLING	EFT:	152.58
403233312-233		002728		00	05/21/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	114.16
403233312-233		002728		00	05/21/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-233		002728		00	05/21/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	27.04
403233312-233		002728		00	05/21/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	119.54
403233312-233		002728		00	05/21/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	125.68
403233312-233		002728		00	05/21/2021	602-1340-413.40-03	MONTHLY BILLING	EFT:	857.52
403233312-233		002728		00	05/21/2021	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.56
403233312-233		002728		00	05/21/2021	604-1320-413.40-03	MONTHLY BILLING	EFT:	226.60
							VENDOR TOTAL *	.00	3,321.68
0004482	00	SUPERION, LLC							
317336		PI0272	007660	00	05/12/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	8,001.39
							VENDOR TOTAL *	.00	8,001.39
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
29125		002728		00	05/21/2021	117-3120-431.43-06	PATCHING	EFT:	299.99
							VENDOR TOTAL *	.00	299.99
0099999	00	SUPERIOR EXCAVATING							
000064749		UT		00	05/19/2021	501-0000-229.00-00	MANUAL CHECK	207.20	
							VENDOR TOTAL *	207.20	
0099999	00	SUSAN HOWARD							
27262178		002675		00	05/21/2021	001-0000-228.40-00	SR BLDG DEPOSIT REFUND	120.00	
							VENDOR TOTAL *	120.00	
0003783	00	TEAM OFFICE LLC							
2021-18440		002728		00	05/21/2021	001-1120-411.31-15	OFFICE RECONFIGURATION	EFT:	1,635.00
							VENDOR TOTAL *	.00	1,635.00
0005050	00	TRITECH SOFTWARE SYSTEMS							

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0005050	00	TRITECH SOFTWARE SYSTEMS						
319018		002747		00 05/21/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	180.00
						VENDOR TOTAL *	.00	180.00
0001126	00	VALIDITY SCREENING SOLUTIONS						
202890		002728		00 05/21/2021	601-1230-412.31-15	POST OFFER BACKGROUND CK	EFT:	1,143.33
						VENDOR TOTAL *	.00	1,143.33
0099999	00	WARDWELL, JUSTIN						
000064327		UT		00 05/19/2021	501-0000-229.00-00	MANUAL CHECK	40.88	
						VENDOR TOTAL *	40.88	
						HAND ISSUED TOTAL ***		84,744.75
						EFT/EPAY TOTAL ***		1,537,653.73
						TOTAL EXPENDITURES ****	33,760.23	1,622,398.48
					GRAND TOTAL	**********		1,656,158.71

EXPENDITURE APPROVAL LIST
AS OF: 05/21/2021 PAYMENT DATE: 05/21/2021

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							
04/2021		002371		00	05/17/2021	001-1120-411.46-02	3CMA ONLIN CITY-COUNT	EFT:	400.00
04/2021		002370		00	05/17/2021	001-1130-411.31-15	CANVA 03019-1006850	EFT:	12.95
04/2021		002375		00	05/17/2021	001-1140-411.47-04	USPS PO 1970070591	EFT:	12.00
04/2021		002377		00	05/17/2021	001-1305-413.46-01	KS DEPT OF ADMINISTRAT	EFT:	75.00
04/2021		002378		00	05/17/2021	001-1310-413.46-02	GOVERNMENT FINANCE OFFIC	EFT:	150.00
04/2021		002379		00	05/17/2021	001-1310-413.46-01	GOVERNMENT FINANCE OFFIC	EFT:	420.00
04/2021		002389		00	05/17/2021	001-2110-421.46-02	PAYPAL IAPE	EFT:	50.00
04/2021		002401		00	05/17/2021	001-2110-421.31-15	PK LOGISTICS TOWING AND	EFT:	162.00
04/2021		002402		00	05/17/2021	001-2110-421.31-15	FITNESS MACHINE TECHNIC	EFT:	75.00
04/2021		002390		00	05/17/2021	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	927.03
04/2021		002391		00	05/17/2021	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	144.61
04/2021		002392		00	05/17/2021	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	140.13
04/2021		002393		00	05/17/2021	001-2120-421.52-20	MYSTIC ACRES KENNEL	EFT:	84.00
04/2021		002394		00	05/17/2021	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	718.03
04/2021		002395		00	05/17/2021	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	2,579.94
04/2021		002396		00	05/17/2021	001-2120-421.43-05	WAL-MART #5307	EFT:	50.74
04/2021		002397		00	05/17/2021	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	439.50
04/2021		002398		00	05/17/2021	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	57.27
04/2021		002399		00	05/17/2021	001-2120-421.52-20	TRAILS WEST ACE HDWE	EFT:	4.38
04/2021		002400		00	05/17/2021	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	51.40
04/2021		002403		00	05/17/2021	001-2120-421.52-20	SUNSET DISTRIBUTORS LTD	EFT:	746.50
04/2021		002404		00	05/17/2021	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	26.73
04/2021		002405		00	05/17/2021	001-2120-421.46-01	BLUE SHIELD TACTICAL SYST	EFT:	250.00-
04/2021		002406		00	05/17/2021	001-2120-421.52-20	AMAZON.COM 9T5B46RC3 AMZN	EFT:	49.98
04/2021		002407		00	05/17/2021	001-2120-421.46-01	STREETCOP	EFT:	125.00
04/2021		002408		00	05/17/2021	001-2120-421.53-02	WWWDOTAR15HANDGUARDDOTCOM	EFT:	15.85
04/2021		002409		00	05/17/2021	001-2120-421.53-02	AMZN MKTP US NB9U49KY3	EFT:	59.98
04/2021		002410		00	05/17/2021	001-2120-421.53-02	BROWNELLS INC	EFT:	64.93
04/2021		002411		00	05/17/2021	001-2120-421.52-20	SP COMBATBET	EFT:	440.00
04/2021		002412		00	05/17/2021	001-2120-421.52-20	RADIOTRONICS INC	EFT:	325.00
04/2021		002413		00	05/17/2021	001-2120-421.46-01	FBI LEEDA INC	EFT:	695.00
04/2021		002414		00	05/17/2021	001-2120-421.46-01	STREETCOP	EFT:	250.00
04/2021		002415		00	05/17/2021	001-2120-421.46-01	CRISIS SYSTEMS MANAGEM	EFT:	545.00
04/2021		002416		00	05/17/2021	001-2120-421.53-02	AMZN MKTP US VH6LV2TT3	EFT:	155.76
04/2021		002417		00	05/17/2021	001-2120-421.46-01	PAYPAL TABCOOPERAS	EFT:	498.00
04/2021		002418		00	05/17/2021	001-2120-421.46-01	NATIONAL ASSOCIATION OF S	EFT:	345.00
04/2021		002426		00	05/17/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	13.74
04/2021		002427		00	05/17/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	33.00
04/2021		002430		00	05/17/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	4.44
04/2021		002436		00	05/17/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	18.00
04/2021		002445		00	05/17/2021	001-3116-431.43-05	BIG O 16001 - GARDNER	EFT:	431.93
04/2021		002446		00	05/17/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	5.63
04/2021		002447		00	05/17/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	118.70
04/2021		002485		00	05/17/2021	001-3116-431.52-02	TRAILS WEST ACE HDWE	EFT:	22.99
04/2021		002423		00	05/17/2021	001-3120-431.52-20	AMAZON.COM 8H07Y0663 AMZN	EFT:	18.74
04/2021		002429		00	05/17/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	58.47
04/2021		002431		00	05/17/2021	001-3120-431.52-04	OLATHE FREIGHTLINER SALE	EFT:	69.84
04/2021		002432		00	05/17/2021	001-3120-431.52-04	OLATHE FORD PARTS	EFT:	56.84
04/2021		002433		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	25.00-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
04/2021		002435		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	12.47
04/2021		002440		00	05/17/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	6.47
04/2021		002441		00	05/17/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	10.87
04/2021		002442		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	12.47
04/2021		002443		00	05/17/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	91.14
04/2021		002444		00	05/17/2021	001-3120-431.43-05	BIG O 16001 - GARDNER	EFT:	187.99
04/2021		002451		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	18.98
04/2021		002452		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	18.99
04/2021		002453		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	18.99-
04/2021		002454		00	05/17/2021	001-3120-431.43-02	COLEMAN EQUIPMENT BONNER	EFT:	58.42
04/2021		002460		00	05/17/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	4.96
04/2021		002462		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	238.48
04/2021		002463		00	05/17/2021	001-3120-431.52-04	AUTOZONE #3781	EFT:	223.98
04/2021		002464		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	29.65-
04/2021		002465		00	05/17/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	59.41
04/2021		002468		00	05/17/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	298.29
04/2021		002469		00	05/17/2021	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	40.97
04/2021		002470		00	05/17/2021	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	13.78
04/2021		002472		00	05/17/2021	001-3120-431.52-08	ORSCHELN FARM AND HOME ST	EFT:	179.55
04/2021		002473		00	05/17/2021	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	89.98
04/2021		002474		00	05/17/2021	001-3120-431.52-10	MID-STATES RENTAL (GARDNE	EFT:	84.00
04/2021		002476		00	05/17/2021	001-3120-431.52-13	ORSCHELN FARM AND HOME ST	EFT:	479.90
04/2021		002477		00	05/17/2021	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	18.99
04/2021		002478		00	05/17/2021	001-3120-431.52-08	LOGAN CONTRACTOR SUPPLY I	EFT:	1,380.00
04/2021		002479		00	05/17/2021	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	155.04
04/2021		002480		00	05/17/2021	001-3120-431.43-02	SPRAYER SPECIALITIES INC	EFT:	6.53
04/2021		002482		00	05/17/2021	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	19.63
04/2021		002483		00	05/17/2021	001-3120-431.44-02	MID-STATES RENTAL (GARDNE	EFT:	12.00
04/2021		002419		00	05/17/2021	001-3130-431.52-20	CARTER WATERS	EFT:	21.28
04/2021		002420		00	05/17/2021	001-3130-431.52-20	AMAZON.COM 2X40K9213 AMZN	EFT:	13.98
04/2021		002421		00	05/17/2021	001-3130-431.53-02	AMAZON.COM 2X40K9213 AMZN	EFT:	24.72
04/2021		002422		00	05/17/2021	001-3130-431.52-20	LOGAN CONTRACTOR SUPPLY I	EFT:	189.92
04/2021		002593		00	05/17/2021	001-6105-461.52-20	STAPLES DIRECT	EFT:	274.72
04/2021		002594		00	05/17/2021	001-6105-461.46-01	LINKEDIN-560 2097606	EFT:	239.88
04/2021		002604		00	05/17/2021	001-6105-461.46-02	AMAZON PRIME 8X6BU3RR3	EFT:	12.99
04/2021		002592		00	05/17/2021	001-6110-461.54-51	FACEBK MFZVWZ2PA2	EFT:	3.00
04/2021		002599		00	05/17/2021	001-6110-461.52-15	WAL-MART #5307	EFT:	17.96
04/2021		002600		00	05/17/2021	001-6110-461.52-15	AMAZON.COM UU92E77W3 AMZN	EFT:	54.08
04/2021		002603		00	05/17/2021	001-6110-461.47-53	HOBBY-LOBBY #0020	EFT:	6.98
04/2021		002605		00	05/17/2021	001-6110-461.52-20	REGISTER@FAA 33XNLH9	EFT:	5.00
04/2021		002606		00	05/17/2021	001-6110-461.52-15	AMAZON.COM TF2OK22P3 AMZN	EFT:	7.98
04/2021		002607		00	05/17/2021	001-6110-461.52-15	PRICE CHOPPER #117	EFT:	12.23
04/2021		002608		00	05/17/2021	001-6110-461.54-51	AMZN MKTP US 8J5B95CD3	EFT:	20.56
04/2021		002609		00	05/17/2021	001-6110-461.54-51	OTC BRANDS INC	EFT:	128.50
04/2021		002659		00	05/17/2021	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	33.98
04/2021		002660		00	05/17/2021	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	119.88
04/2021		002428		00	05/17/2021	001-6120-461.43-05	OLATHE DCJ RAM	EFT:	59.92
04/2021		002434		00	05/17/2021	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	3.58
04/2021		002437		00	05/17/2021	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	37.24

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
04/2021		002595		00	05/17/2021	001-6120-461.40-01	KSAG PY00025686	EFT:	500.00
04/2021		002596		00	05/17/2021	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	77.13
04/2021		002598		00	05/17/2021	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
04/2021		002602		00	05/17/2021	001-6120-461.52-20	AMZN MKTP US YV9TE7VJ3	EFT:	13.29
04/2021		002610		00	05/17/2021	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	546.60
04/2021		002611		00	05/17/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	3.38
04/2021		002612		00	05/17/2021	001-6120-461.43-02	SMITTYS LAWN & GARDEN EQU	EFT:	137.84
04/2021		002614		00	05/17/2021	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	152.91
04/2021		002616		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	66.56
04/2021		002619		00	05/17/2021	001-6120-461.52-01	CES 491	EFT:	208.00
04/2021		002620		00	05/17/2021	001-6120-461.52-01	REEVES WIEDEMAN - OLATHE	EFT:	59.09
04/2021		002621		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	25.47
04/2021		002622		00	05/17/2021	001-6120-461.52-01	CES 491	EFT:	143.25
04/2021		002623		00	05/17/2021	001-6120-461.52-01	REEVES WIEDEMAN - OLATHE	EFT:	21.64
04/2021		002625		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	139.94
04/2021		002628		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	24.77
04/2021		002629		00	05/17/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	33.10
04/2021		002630		00	05/17/2021	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	14.99
04/2021		002631		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	12.17
04/2021		002632		00	05/17/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	86.12
04/2021		002633		00	05/17/2021	001-6120-461.40-05	CES 491	EFT:	312.00
04/2021		002634		00	05/17/2021	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	17.97
04/2021		002635		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	16.99
04/2021		002636		00	05/17/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	5.99
04/2021		002637		00	05/17/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	179.99
04/2021		002638		00	05/17/2021	001-6120-461.52-02	OREILLY AUTO PARTS 354	EFT:	7.64
04/2021		002639		00	05/17/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	78.55
04/2021		002640		00	05/17/2021	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	29.97
04/2021		002641		00	05/17/2021	001-6120-461.52-02	THE HOME DEPOT 2218	EFT:	228.97
04/2021		002642		00	05/17/2021	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	49.98
04/2021		002643		00	05/17/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	3.43
04/2021		002644		00	05/17/2021	001-6120-461.43-02	TRACTOR-SUPPLY-CO #0348	EFT:	195.94
04/2021		002645		00	05/17/2021	001-6120-461.52-01	CHAFFEE LOKPRO	EFT:	585.69
04/2021		002646		00	05/17/2021	001-6120-461.43-02	SPRAYER SPECIALITIES INC	EFT:	78.45
04/2021		002647		00	05/17/2021	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	12.16
04/2021		002655		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	23.35
04/2021		002656		00	05/17/2021	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	137.87
04/2021		002657		00	05/17/2021	001-6120-461.43-02	SPRAYER SPECIALITIES INC	EFT:	79.32
04/2021		002658		00	05/17/2021	001-6120-461.52-01	EWING IRRIGATION PRD 48	EFT:	951.24
04/2021		002661		00	05/17/2021	001-6120-461.52-01	INDUSTRIAL SALES CO INC	EFT:	32.25
04/2021		002662		00	05/17/2021	001-6120-461.52-01	EWING IRRIGATION PRD 48	EFT:	490.32
04/2021		002663		00	05/17/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	5.00
04/2021		002590		00	05/17/2021	001-6130-461.46-01	WM SUPERCENTER #4475	EFT:	31.60
04/2021		002591		00	05/17/2021	001-6130-461.46-01	AMERICAN RED CROSS	EFT:	715.51
04/2021		002597		00	05/17/2021	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
04/2021		002613		00	05/17/2021	001-6130-461.52-01	NORTHERN TOOL EQUIP	EFT:	27.30-
04/2021		002615		00	05/17/2021	001-6130-461.52-01	CONSTRUCTION MATERIALS	EFT:	13.23
04/2021		002617		00	05/17/2021	001-6130-461.52-01	CES 491	EFT:	444.00
04/2021		002618		00	05/17/2021	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	30.52

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							
04/2021		002624		00	05/17/2021	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	39.57
04/2021		002626		00	05/17/2021	001-6130-461.52-01	CONSTRUCTION MATERIALS	EFT:	4.12-
04/2021		002627		00	05/17/2021	001-6130-461.52-01	CONSTRUCTION MATERIALS	EFT:	48.12
04/2021		002648		00	05/17/2021	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	15.26
04/2021		002649		00	05/17/2021	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	38.13
04/2021		002650		00	05/17/2021	001-6130-461.52-01	THE HOME DEPOT 2218	EFT:	294.92
04/2021		002651		00	05/17/2021	001-6130-461.52-01	TRAILS WEST ACE HDWE	EFT:	8.58
04/2021		002652		00	05/17/2021	001-6130-461.52-01	CONSTRUCTION MATERIALS	EFT:	23.99
04/2021		002653		00	05/17/2021	001-6130-461.52-01	REEVES WIEDEMAN - OLATHE	EFT:	46.14
04/2021		002654		00	05/17/2021	001-6130-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	108.98
04/2021		002439		00	05/17/2021	001-7120-471.43-05	OREILLY AUTO PARTS 354	EFT:	3.45
04/2021		002664		00	05/17/2021	001-7120-471.52-20	AUTOZONE #3781	EFT:	19.95
04/2021		002665		00	05/17/2021	001-7120-471.52-20	AUTOZONE #3781	EFT:	3.99
04/2021		002666		00	05/17/2021	001-7120-471.52-20	STAPLS7329675327000004	EFT:	15.99
04/2021		002493		00	05/17/2021	501-4110-441.52-20	AMZN MKTP US 513ZX1T43	EFT:	7.99
04/2021		002494		00	05/17/2021	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
04/2021		002496		00	05/17/2021	501-4110-441.52-20	WAL-MART #5307	EFT:	16.29
04/2021		002504		00	05/17/2021	501-4110-441.52-09	QT 249	EFT:	55.30
04/2021		002509		00	05/17/2021	501-4110-441.46-01	CASEYS GEN STORE 3056	EFT:	58.90
04/2021		002515		00	05/17/2021	501-4110-441.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	275.00
04/2021		002497		00	05/17/2021	501-4120-441.52-12	AMZN MKTP US W31NX3DY3	EFT:	9.99
04/2021		002498		00	05/17/2021	501-4120-441.52-12	NATIONAL SWITCHGEAR SYSTE	EFT:	549.79
04/2021		002499		00	05/17/2021	501-4120-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	197.01
04/2021		002500		00	05/17/2021	501-4120-441.52-20	AMZN MKTP US HJ9KP8W03	EFT:	67.25
04/2021		002501		00	05/17/2021	501-4120-441.52-20	AMZN MKTP US K25261693	EFT:	326.40
04/2021		002502		00	05/17/2021	501-4120-441.52-12	AIRGAS USA LLC	EFT:	296.91
04/2021		002503		00	05/17/2021	501-4120-441.52-20	AMZN MKTP US DO58V1G83	EFT:	274.99
04/2021		002507		00	05/17/2021	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	915.04
04/2021		002508		00	05/17/2021	501-4130-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	131.32
04/2021		002512		00	05/17/2021	501-4130-441.53-02	DESIGN 4 SPORTS	EFT:	43.38
04/2021		002513		00	05/17/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	1,046.03
04/2021		002514		00	05/17/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	317.79
04/2021		002516		00	05/17/2021	501-4130-441.52-12	HARBOR FREIGHT TOOLS 619	EFT:	15.64
04/2021		002517		00	05/17/2021	501-4130-441.52-04	SUFFRON GLASS CO	EFT:	87.68
04/2021		002518		00	05/17/2021	501-4130-441.52-12	AMZN MKTP US K952N10V3	EFT:	48.95
04/2021		002519		00	05/17/2021	501-4130-441.52-12	HARBOR FREIGHT TOOLS 619	EFT:	33.89
04/2021		002520		00	05/17/2021	501-4130-441.61-04	FRAUD PROV CREDIT	EFT:	62.77-
04/2021		002521		00	05/17/2021	501-4130-441.52-02	TOMPKINS INDUSTRIES- INC	EFT:	135.48
04/2021		002522		00	05/17/2021	501-4130-441.52-02	WESTLAKE HARDWARE #013	EFT:	7.21
04/2021		002523		00	05/17/2021	501-4130-441.52-12	AMZN MKTP US CL74A9DT3	EFT:	19.99
04/2021		002524		00	05/17/2021	501-4130-441.52-12	WAL-MART #5307	EFT:	38.03
04/2021		002525		00	05/17/2021	501-4130-441.52-09	QT 249	EFT:	54.00
04/2021		002526		00	05/17/2021	501-4130-441.52-04	WHOLESALE BATTERIES INC	EFT:	36.88
04/2021		002527		00	05/17/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	4.82
04/2021		002528		00	05/17/2021	501-4130-441.52-12	WM SUPERCENTER #5307	EFT:	38.13
04/2021		002529		00	05/17/2021	501-4130-441.52-12	THE HOME DEPOT #2202	EFT:	61.04
04/2021		002530		00	05/17/2021	501-4130-441.52-04	NORTHERN TOOL EQUIP	EFT:	392.56
04/2021		002531		00	05/17/2021	501-4130-441.52-04	MID AMERICA HYDRAULIC	EFT:	21.90
04/2021		002532		00	05/17/2021	501-4130-441.52-12	HARBOR FREIGHT TOOLS 619	EFT:	7.64

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							
04/2021		002533		00	05/17/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	12.68
04/2021		002534		00	05/17/2021	501-4130-441.52-12	ELECTRONICS SUPPLY CO IN	EFT:	7.94
04/2021		002535		00	05/17/2021	501-4130-441.52-12	REEVES WIEDEMAN - OLATHE	EFT:	18.61
04/2021		002536		00	05/17/2021	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	34.07
04/2021		002537		00	05/17/2021	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	8.52
04/2021		002538		00	05/17/2021	501-4130-441.52-12	INDUSTRIAL SALES CO INC	EFT:	38.92
04/2021		002539		00	05/17/2021	501-4130-441.52-02	HARBOR FREIGHT TOOLS 186	EFT:	153.41
04/2021		002540		00	05/17/2021	501-4130-441.52-02	OLATHE WINLECTRIC CO	EFT:	8.69
04/2021		002541		00	05/17/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	68.14
04/2021		002542		00	05/17/2021	501-4130-441.52-04	OLATHE FREIGHTLINER SALE	EFT:	2,729.90
04/2021		002543		00	05/17/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	45.66
04/2021		002455		00	05/17/2021	521-4220-442.43-05	OREILLY AUTO PARTS 354	EFT:	124.99
04/2021		002458		00	05/17/2021	521-4220-442.43-05	AUTOZONE #3781	EFT:	226.99
04/2021		002459		00	05/17/2021	521-4220-442.43-05	OREILLY AUTO PARTS 354	EFT:	92.20
04/2021		002544		00	05/17/2021	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	40.69
04/2021		002545		00	05/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	65.08
04/2021		002546		00	05/17/2021	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	24.99
04/2021		002547		00	05/17/2021	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	140.93
04/2021		002548		00	05/17/2021	521-4220-442.31-15	ALS LABORATORY GROUP	EFT:	400.00
04/2021		002549		00	05/17/2021	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	23.22
04/2021		002550		00	05/17/2021	521-4220-442.52-20	WAL-MART #5307	EFT:	34.48
04/2021		002551		00	05/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	11.40
04/2021		002552		00	05/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	12.03
04/2021		002553		00	05/17/2021	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	28.17
04/2021		002554		00	05/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	11.40
04/2021		002555		00	05/17/2021	521-4220-442.52-09	CASEYS GEN STORE 3056	EFT:	58.00
04/2021		002556		00	05/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	11.37
04/2021		002448		00	05/17/2021	521-4230-442.43-02	AUTOZONE #3781	EFT:	109.99
04/2021		002456		00	05/17/2021	521-4230-442.43-02	TRAILS WEST ACE HDWE	EFT:	60.00
04/2021		002471		00	05/17/2021	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	203.09
04/2021		002505		00	05/17/2021	521-4230-442.53-02	DESIGN 4 SPORTS	EFT:	133.93
04/2021		002557		00	05/17/2021	521-4230-442.52-12	GRASS PAD WAREHOUSE	EFT:	233.51
04/2021		002559		00	05/17/2021	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	28.97
04/2021		002560		00	05/17/2021	521-4230-442.52-04	ORSCHELN FARM AND HOME ST	EFT:	25.98
04/2021		002561		00	05/17/2021	521-4230-442.52-02	ORSCHELN FARM AND HOME ST	EFT:	79.99
04/2021		002563		00	05/17/2021	521-4230-442.52-20	THE UPS STORE 5784	EFT:	15.96
04/2021		002564		00	05/17/2021	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	38.90
04/2021		002566		00	05/17/2021	521-4230-442.52-09	CASEYS GEN STORE 3403	EFT:	104.00
04/2021		002567		00	05/17/2021	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	3.25
04/2021		002572		00	05/17/2021	521-4230-442.52-05	TRAILS WEST ACE HDWE	EFT:	5.50
04/2021		002466		00	05/17/2021	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	3.45
04/2021		002467		00	05/17/2021	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	41.93
04/2021		002510		00	05/17/2021	531-4320-443.52-20	AMZN MKTP US 8F8PR22E3	EFT:	41.57
04/2021		002575		00	05/17/2021	531-4320-443.52-12	CONSTRUCTION MATERIALS	EFT:	65.95
04/2021		002576		00	05/17/2021	531-4320-443.52-01	WM SUPERCENTER #5307	EFT:	17.26
04/2021		002577		00	05/17/2021	531-4320-443.52-01	SHERWIN WILLIAMS 707568	EFT:	133.19
04/2021		002578		00	05/17/2021	531-4320-443.52-02	TRAILS WEST ACE HDWE	EFT:	35.98
04/2021		002579		00	05/17/2021	531-4320-443.52-12	THE HOME DEPOT 2218	EFT:	89.72
04/2021		002580		00	05/17/2021	531-4320-443.52-20	FASTENAL COMPANY 01KSKA3	EFT:	83.41

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							
04/2021		002581		00	05/17/2021	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	119.97
04/2021		002582		00	05/17/2021	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	3.76
04/2021		002583		00	05/17/2021	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	20.11
04/2021		002584		00	05/17/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	5.96
04/2021		002585		00	05/17/2021	531-4320-443.52-12	WM SUPERCENTER #5307	EFT:	19.44
04/2021		002449		00	05/17/2021	531-4330-443.43-02	AUTOZONE #3781	EFT:	110.00
04/2021		002457		00	05/17/2021	531-4330-443.43-02	TRAILS WEST ACE HDWE	EFT:	60.00
04/2021		002461		00	05/17/2021	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	10.20
04/2021		002495		00	05/17/2021	531-4330-443.53-02	ORSCHELN FARM AND HOME ST	EFT:	9.86
04/2021		002506		00	05/17/2021	531-4330-443.52-02	DESIGN 4 SPORTS	EFT:	133.93
04/2021		002558		00	05/17/2021	531-4330-443.52-12	GRASS PAD WAREHOUSE	EFT:	233.51
04/2021		002562		00	05/17/2021	531-4330-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	80.00
04/2021		002565		00	05/17/2021	531-4330-443.53-02	ORSCHELN FARM AND HOME ST	EFT:	59.85
04/2021		002568		00	05/17/2021	531-4330-443.52-20	TRAILS WEST ACE HDWE	EFT:	21.97
04/2021		002569		00	05/17/2021	531-4330-443.52-09	CASEYS GEN STORE 3403	EFT:	50.00
04/2021		002570		00	05/17/2021	531-4330-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	8.98
04/2021		002571		00	05/17/2021	531-4330-443.52-09	QT 249	EFT:	100.00
04/2021		002573		00	05/17/2021	531-4330-443.53-02	ORSCHELN FARM AND HOME ST	EFT:	44.99
04/2021		002574		00	05/17/2021	531-4330-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	22.48
04/2021		002424		00	05/17/2021	551-4520-445.31-15	GOV KDHE ENVIRONMENT	EFT:	53.25
04/2021		002425		00	05/17/2021	551-4520-445.52-20	OREILLY AUTO PARTS 354	EFT:	6.17
04/2021		002438		00	05/17/2021	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	5.94
04/2021		002475		00	05/17/2021	551-4520-445.43-03	GRAINGER	EFT:	16.30
04/2021		002481		00	05/17/2021	551-4520-445.43-03	ORSCHELN FARM AND HOME ST	EFT:	69.99
04/2021		002484		00	05/17/2021	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	19.98
04/2021		002586		00	05/17/2021	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	1.99
04/2021		002587		00	05/17/2021	551-4520-445.43-04	WAG - AERO	EFT:	151.43
04/2021		002588		00	05/17/2021	551-4520-445.43-03	CES 491	EFT:	40.00
04/2021		002589		00	05/17/2021	551-4520-445.52-04	OREILLY AUTO PARTS 354	EFT:	5.99
04/2021		002372		00	05/17/2021	601-1230-412.31-15	STAPLS7327782544000001	EFT:	42.99
04/2021		002373		00	05/17/2021	601-1230-412.31-15	STAPLS7327782544000003	EFT:	9.39
04/2021		002374		00	05/17/2021	601-1230-412.31-15	STAPLS7327782544000002	EFT:	38.00
04/2021		002376		00	05/17/2021	601-1230-412.31-15	IN TEST SMARTLY LABS	EFT:	1,212.40
04/2021		002385		00	05/17/2021	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	1.08
04/2021		002386		00	05/17/2021	602-1340-413.31-15	INMOTIONHOSTING.COM	EFT:	143.76
04/2021		002387		00	05/17/2021	602-1340-413.52-20	AMZN MKTP US PC0DU66H3	EFT:	599.98
04/2021		002388		00	05/17/2021	602-1340-413.52-20	AMZ PCLIQUIDATIONS -	EFT:	65.54
04/2021		002601		00	05/17/2021	602-1340-413.47-05	WHENTOWORK INC	EFT:	30.00
04/2021		002486		00	05/17/2021	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	29.94
04/2021		002487		00	05/17/2021	603-3150-431.52-01	AUTOZONE #3781	EFT:	9.99
04/2021		002488		00	05/17/2021	603-3150-431.52-01	OREILLY AUTO PARTS 354	EFT:	66.48
04/2021		002489		00	05/17/2021	603-3150-431.52-01	CES 491	EFT:	25.92
04/2021		002490		00	05/17/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	4.89
04/2021		002491		00	05/17/2021	603-3150-431.52-01	MID-STATES RENTAL (GARDNE	EFT:	110.83
04/2021		002492		00	05/17/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	21.54
04/2021		002380		00	05/17/2021	604-1320-413.52-20	AMAZON.COM LR9UQ1CZ3	EFT:	28.46
04/2021		002381		00	05/17/2021	604-1320-413.52-20	CITY OF GARDNER-UTILITY	EFT:	1.00
04/2021		002382		00	05/17/2021	604-1320-413.52-20	CITY OF GARDNER-UTILITY	EFT:	1.00-
04/2021		002383		00	05/17/2021	604-1320-413.52-20	WAL-MART #5307	EFT:	18.51

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							
04/2021		002384		00	05/17/2021	604-1320-413.52-20	THE HOME DEPOT #2218	EFT:	21.86
04/2021		002450		00	05/17/2021	604-1320-413.52-04	OREILLY AUTO PARTS 354	EFT:	11.92
04/2021		002511		00	05/17/2021	604-1320-413.53-02	DESIGN 4 SPORTS	EFT:	65.00
							VENDOR TOTAL *	.00	39,843.24
							EFT/EPAY TOTAL ***		39,843.24
							TOTAL EXPENDITURES ****	.00	39,843.24
						GRAND TOTAL	**********		39,843.24

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003525	00	ALLEN, GIBBS & HOULIK LC								
941209		PI0302	007666	00	05/21/2021	001-1305-413.31-01	2020 AUDIT SERVICES		EFT:	35,000.00
							VENDOR TOTAL *		.00	35,000.00
0001986	00	ANIXTER, INC.								
4631162-21		PI0299	007657	00	05/13/2021	501-4140-441.62-15	FUSE CABINET		EFT:	9,045.86
							VENDOR TOTAL *		.00	9,045.86
0001773	00	BHC RHODES								
39180		PI0295	007391	00	05/20/2021	130-3130-431.62-04	AMENDMENT 1		EFT:	11,722.50
39005		PI0294	007663	00	04/26/2021	403-3130-431.62-02	SANITARY SEWER		EFT:	2,894.40
39183		PI0296	007629	00	05/20/2021	521-4210-442.31-15	TECHNICAL SPECIFICATIONS		EFT:	2,844.00
39183		PI0297	007630	00	05/20/2021	531-4310-443.31-15	TECHNICAL SPECIFICATIONS		EFT:	2,844.00
							VENDOR TOTAL *		.00	20,304.90
0005013	00	HSA BANK								
W307631		002763		00	05/26/2021	001-1140-411.31-15	OUTSOURCED SERVICES	CHECK #:	131	122.50
							VENDOR TOTAL *		.00	122.50
0099999	00	HUNT, CALEB								
000033353		UT		00	05/25/2021	501-0000-229.00-00	FINAL BILL REFUND		224.65	
							VENDOR TOTAL *		224.65	
0000300	00	KANSAS DEPT OF REVENUE								
1144-7A4N-52D7		002768		00	05/24/2021	001-0000-207.20-00	APRIL '21 SALES TAX	CHECK #:	103	707.43
1144-76XM-3KAN		002771		00	05/24/2021	501-0000-207.20-00	APRIL '21 SALES & USE TAX	CHECK #:	103	48,962.26
1144-76XM-3KAN		002771		00	05/24/2021	501-4110-441.48-02	APRIL '21 SALES & USE TAX	CHECK #:	103	151.36
1144-8ARY-C754		002764		00	05/24/2021	501-4120-441.48-02	APRIL '21 USE TAX	CHECK #:	103	38.52
1144-76XM-3KAN		002769		00	05/24/2021	501-4120-441.48-02	APRIL '21 SALES & USE TAX	CHECK #:	103	91.62
1144-8ARY-C754		002765		00	05/24/2021	501-4130-441.48-02	APRIL '21 USE TAX	CHECK #:	103	104.43
1144-76XM-3KAN		002770		00	05/24/2021	501-4130-441.48-02	APRIL '21 SALES & USE TAX	CHECK #:	103	95.79
1144-76XM-3KAN		002771		00	05/24/2021	501-4140-441.62-14	APRIL '21 SALES & USE TAX	CHECK #:	103	169.26
1144-7A4N-52D7		002767		00	05/24/2021	551-0000-207.20-00	APRIL '21 SALES TAX	CHECK #:	103	490.65
1144-76XM-3KAN		002771		00	05/24/2021	602-1340-413.48-02	APRIL '21 SALES & USE TAX	CHECK #:	103	30.45
1144-8ARY-C754		002766		00	05/24/2021	603-3150-431.48-02	APRIL '21 USE TAX	CHECK #:	103	43.71
1144-76XM-3KAN		002771		00	05/24/2021	603-3150-431.48-02	APRIL '21 SALES & USE TAX	CHECK #:	103	157.11
1144-76XM-3KAN		002771		00	05/24/2021	604-1320-413.48-02	APRIL '21 SALES & USE TAX	CHECK #:	103	582.90
							VENDOR TOTAL *		.00	51,625.49
0001103	00	KUTAK ROCK LLP								
2874465		PI0301	007664	00	05/18/2021	108-1130-411.31-02	PROFESSIONAL LEGAL SVCS		EFT:	6,303.87
							VENDOR TOTAL *		.00	6,303.87
0002809	00	LOGIC, INC								
INV148904		PI0300	007659	00	05/10/2021	521-4220-442.31-15	AVEVA SOFTWARE RENEWAL		EFT:	6,443.00
							VENDOR TOTAL *		.00	6,443.00
0005105	00	MEYER, DAVID								
03092021		PI0292	007665	00	03/09/2021	130-3130-431.62-04	TEMPORARY EASEMENT		9,533.00	
							VENDOR TOTAL *		9,533.00	
0002903	00	STRICK & CO, INC								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002903	00	STRICK & CO, INC							
45072		PI0298	007634	00	05/17/2021	521-4230-442.31-15	LUMP SUM SURVEYING	EFT:	9,225.00
							VENDOR TOTAL *	.00	9,225.00
0003878	00	YATES ELECTRIC CO. INC.							
3136		PI0293	007658	00	04/22/2021	531-4320-443.31-15	VFD REPLACEMENT	EFT:	5,490.00
							VENDOR TOTAL *	.00	5,490.00
							HAND ISSUED TOTAL ***		51,747.99
							EFT/EPAY TOTAL ***		91,812.63
							TOTAL EXPENDITURES ****	9,757.65	143,560.62
						GRAND TOTAL	**********		153,318.27

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
0004220	00	AMERICAN TEXTILE MILLS, INC							
31269		002752		00	05/28/2021	521-4230-442.52-20	RAGS	EFT:	104.03
31269		002753		00	05/28/2021	531-4330-443.52-20	RAGS	EFT:	104.02
							VENDOR TOTAL *	.00	208.05
0000566	00	AMERICAN TOPSOIL, INC.							
136725		002754		00	05/28/2021	521-4230-442.52-12	PULV	EFT:	66.00
136736		002755		00	05/28/2021	521-4230-442.52-12	PULV	EFT:	198.00
136737		002756		00	05/28/2021	531-4330-443.52-12	PULV	EFT:	198.00
							VENDOR TOTAL *	.00	462.00
0001986	00	ANIXTER, INC.							
4879622-05		002757		00	05/28/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	163.56
4918537-01		002758		00	05/28/2021	501-4130-441.52-31	CONNECTORS	EFT:	314.74
4926707-00		002759		00	05/28/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	2,868.79
4926707-01		002759		00	05/28/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	285.86
4929860-01		002759		00	05/28/2021	501-4130-441.52-31	CABLE TERMINATORS	EFT:	355.61
4934333-00		002759		00	05/28/2021	501-4130-441.52-31	CABINETS	EFT:	4,262.63
4938579-00		002759		00	05/28/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	1,024.36
4938579-01		002759		00	05/28/2021	501-4130-441.52-31	CONNECTORS	EFT:	213.04
							VENDOR TOTAL *	.00	9,488.59
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-05162021		002759		00	05/28/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	150.31
7589-05162021		002759		00	05/28/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	10.32
7589-05162021		002759		00	05/28/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	10.32
							VENDOR TOTAL *	.00	170.95
0001984	00	BSN SPORTS, LLC							
912612633		002759		00	05/28/2021	001-6110-461.47-53	BASEBALL TEES	EFT:	1,089.43
							VENDOR TOTAL *	.00	1,089.43
0099999	00	CASEY ASHER ONIONS							
097809		002760		00	05/28/2021	001-0000-349.01-00	OVERPAYMENT	2.00	
							VENDOR TOTAL *	2.00	
0003080	00	CATES HEATING & AIR COND SVC INC							
11059182		002759		00	05/28/2021	603-3150-431.31-15	HVAC REPAIR	EFT:	1,234.65
							VENDOR TOTAL *	.00	1,234.65
0000001	00	CENTURYLINK							
313607125	0521	002759		00	05/28/2021	001-6110-461.40-03	MONTHLY BILLING	73.58	
							VENDOR TOTAL *	73.58	
0001201	00	COMMERCIAL AQUATIC SERVICES, INC							
40062-1		002759		00	05/28/2021	001-6130-461.52-20	VALVE	EFT:	43.90
							VENDOR TOTAL *	.00	43.90
0000288	00	CROFT TRAILER SUPPLY, INC.							
469304		002759		00	05/28/2021	501-4130-441.52-04	SAFETY CHAIN HOOKS	EFT:	79.27

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
0000288	00	CROFT TRAILER SUPPLY, INC.							
469387		002759		00	05/28/2021	501-4130-441.52-04	CREDIT FOR RETURN	EFT:	36.89-
							VENDOR TOTAL *	.00	42.38
0000601	00	CUSTOM METAL & FABRICATION							
29029		002759		00	05/28/2021	501-4130-441.52-12	MATERIALS FOR REPAIRS	EFT:	49.55
							VENDOR TOTAL *	.00	49.55
0004096	00	DESIGN 4 SPORTS							
36506		002759		00	05/28/2021	001-6130-461.53-02	MANAGEMENT SHIRTS	EFT:	231.00
							VENDOR TOTAL *	.00	231.00
0005000	00	HUMANA INSURANCE COMPANY							
702625420		002759		00	05/28/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,915.56
702625420		002759		00	05/28/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	1,072.64
702625420		002759		00	05/28/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	536.32
702625420		002759		00	05/28/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,556.62
702625420		002759		00	05/28/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,184.82
702625420		002759		00	05/28/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,229.70
702625420		002759		00	05/28/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,451.66
702625420		002759		00	05/28/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	20,100.85
702625420		002759		00	05/28/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	536.32
702625420		002759		00	05/28/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,020.30
702625420		002759		00	05/28/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	4,374.98
702625420		002759		00	05/28/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	4,851.44
702625420		002759		00	05/28/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	4,911.30
702625420		002759		00	05/28/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,324.00
702625420		002759		00	05/28/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	3,491.44
702625420		002759		00	05/28/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	2,911.90
702625420		002759		00	05/28/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,302.34
702625420		002759		00	05/28/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,755.88
702625420		002759		00	05/28/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	9,593.48
702625420		002759		00	05/28/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	1,209.40
702625420		002759		00	05/28/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	5,819.86
702625420		002759		00	05/28/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	5,447.62
702625420		002759		00	05/28/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	5,041.52
702625420		002759		00	05/28/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	536.32
702625420		002759		00	05/28/2021	601-1230-412.31-15	MONTHLY BILLING	EFT:	948.08
702625420		002759		00	05/28/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,439.10
702625420		002759		00	05/28/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	4,799.10
702625420		002759		00	05/28/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	20,782.90
							VENDOR TOTAL *	.00	135,145.45
0099999	00	MATTHEW T MCCULLOCH							
100150		002761		00	05/28/2021	001-0000-228.30-00	CASH BOND REFUND	300.00	
							VENDOR TOTAL *	300.00	
0099999	00	MICHAEL D WARTHEN							
091255		002761		00	05/28/2021	001-0000-228.30-00	CASH BOND REFUND	750.00	
							VENDOR TOTAL *	750.00	
0004123	00	OFFICETEAM							

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
0004123	00	OFFICETEAM							
57697504		002759		00	05/28/2021	604-1320-413.31-15	TEMP LABOR	EFT:	1,009.80
							VENDOR TOTAL *	.00	1,009.80
0001030	00	OLATHE FORD RV CENTER							
2598		002759		00	05/28/2021	001-6110-461.54-51	JULY 4TH RV RENTAL	1,616.50	
							VENDOR TOTAL *	1,616.50	
0000142	00	OLATHE WINWATER WORKS							
160349 00		002759		00	05/28/2021	521-4230-442.52-20	BALL PLUG	EFT:	290.00
160331 00		002759		00	05/28/2021	521-4230-442.52-32	CHECK VALVE	EFT:	510.00
160485 00		002759		00	05/28/2021	521-4230-442.52-32	METER PIT	EFT:	2,510.00
160349 00		002759		00	05/28/2021	531-4330-443.52-20	BALL PLUG	EFT:	290.00
							VENDOR TOTAL *	.00	3,600.00
0000145	00	PEPSI-COLA							
52023054		002759		00	05/28/2021	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	175.43
52023053		002759		00	05/28/2021	001-6130-461.52-15	CONCESSION BEVERAGES	EFT:	1,291.76
							VENDOR TOTAL *	.00	1,467.19
0000161	00	SIGN HERE, INC.							
24404		002759		00	05/28/2021	001-6120-461.43-05	TRUCK NUMBERS	EFT:	30.38
							VENDOR TOTAL *	.00	30.38
0002903	00	STRICK & CO, INC							
45088		002759		00	05/28/2021	501-4130-441.31-15	STAKE UTILITY EASEMENTS	EFT:	577.50
							VENDOR TOTAL *	.00	577.50
0004785	00	SUMNERONE, INC							
2864164		002759		00	05/28/2021	501-4110-441.43-02	MONTHLY BILLING	EFT:	41.73
2868461		002759		00	05/28/2021	501-4130-441.43-02	MONTHLY BILLING	EFT:	24.83
2856717		002759		00	05/28/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	116.90
2858873		002759		00	05/28/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	63.80
							VENDOR TOTAL *	.00	247.26
0002484	00	US FOOD SERVICE							
5115687		002759		00	05/28/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	592.48
							VENDOR TOTAL *	.00	592.48
0003221	00	WEX BANK							
71809271		002759		00	05/28/2021	001-2110-421.52-09	FUEL	EFT:	217.93
71809271		002759		00	05/28/2021	001-2120-421.52-09	FUEL	EFT:	5,304.61
71809271		002759		00	05/28/2021	001-2130-421.52-09	FUEL	EFT:	186.61
71809271		002759		00	05/28/2021	001-3116-431.52-09	FUEL	EFT:	30.86
71809271		002759		00	05/28/2021	001-3120-431.52-09	FUEL	EFT:	1,027.31
71809271		002759		00	05/28/2021	001-3130-431.52-09	FUEL	EFT:	252.15
71809271		002759		00	05/28/2021	001-7120-471.52-09	FUEL	EFT:	434.83
71809271		002759		00	05/28/2021	521-4230-442.52-09	FUEL	EFT:	87.45
71809271		002759		00	05/28/2021	531-4330-443.52-09	FUEL	EFT:	1,562.98
71809271		002759		00	05/28/2021	551-4520-445.52-09	FUEL	EFT:	3.75

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003221	00	WEX BANK							
71809271		002759		00	05/28/2021	603-3150-431.52-09	FUEL	EFT:	129.65
71809271		002759		00	05/28/2021	604-1320-413.52-09	FUEL	EFT:	410.16
							VENDOR TOTAL *	.00	9,648.29
							EFT/EPAY TOTAL ***		165,338.85
							TOTAL EXPENDITURES ****	2,742.08	165,338.85
						GRAND TOTAL	**********		168,080.93

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: JUNE 7, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider an appointment to the Economic Development Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Recommendation:

Consider appointing John Bowman to the Economic Development Advisory Committee with a term expiring October 2023.

Background/Description of Item:

The Economic Development Advisory Committee currently has one vacancy.

The interview team recommends the appointment of John Bowman to the Economic Development Advisory Committee with a term expiring October 2023

Suggested Motion:

Appoint John Bowman to the Economic Development Advisory Committee with a term expiring October 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: JAMES PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider authorizing the execution of an inter-local agreement with Johnson County for on-call building services

Strategic Priority: Economic Development

Department: Administration

Staff Recommendation:
Staff recommends authorizing the Mayor to execute an inter-local agreement with Johnson County, Kansas to provide on-call building services.

Background/Description of Item:
A building inspector staff vacancy is anticipated in the Community Development Department, which may create the need for building inspection and plan review assistance on an on-call basis. City and County Staff have drafted an inter-local agreement with Johnson County, Kansas to provide those on-call services to the City of Gardner. The one-year agreement, currently under review by Johnson County's legal department, has no service fees outside of an hourly rate for on-call services that will be rendered after review and authorization of the city.

Financial Impact:
Building services will be utilized on an on-call basis and billed per the agreement.

Attachments included:
- Draft Agreement

Suggested Motion:
Authorize the Mayor to execute an inter-local agreement with Johnson County to provide on-call building services.

AGREEMENT FOR SERVICES

This Agreement is entered into as of the ____ day of _____ , 2021 by and between the Board of County Commissioners of Johnson County, Kansas ("County") and the City of Gardner, Kansas ("City").

Recitals

A. The City desires to obtain certain plan review, code inspection, and code interpretation services from the County in connection with the City's enforcement of its building codes ("Services").

B. The County, through the Department of Planning and Zoning, Building Code Division, has the ability to provide the requested Services to the City for a limited time and is willing to do so according to the terms and conditions of this Agreement.

C. The cooperative effort between the County and the City will benefit the residents of Johnson County, in general, and the residents of Gardner, in particular.

D. For the public benefit, the City and the County hereby desire to enter into this Agreement regarding the Services.

Agreement

1. The City and the County agree that beginning June 1, 2021 through June 1, 2022, the County shall provide on-call Services for the City including building plan review, building code-required inspections, and interpretation of City building codes.

2. The County agrees that it shall provide the Services through County employees who shall remain County employees, and not City employees, while providing the Services.

3. The County agrees to provide the Services in a timely manner and without unreasonable delay. However, the parties acknowledge that from time-to-time scheduling conflicts may arise between the duties to be performed by County employees for County-related matters and that the County's employees shall not be required to perform the Services if doing so would hinder or prevent performance of their duties to the County.

4. In consideration for providing the Services, the County shall invoice the City $75 per staff hour spent providing services to the City. The County shall submit an invoice each month for payment based on total hours provided.

5. This Agreement shall remain in effect until June 1, 2022. However, absent of an uncured breach of this Agreement, the County shall use reasonable efforts to give the

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City not less than thirty days' notice of such termination to allow the City to replace the County or find some other method to provide the Services contemplated by this Agreement.

6. For purposes of enforcing the City's building codes, the County employees performing the Services under this Agreement shall be deemed City code enforcement officers (but not City employees). Any violations of the City's building codes shall be prosecuted by the City in the City's municipal court.

7. The City shall be responsible for responding to and defending any claim arising out of the Services or the County's performance under this Agreement, including any claim of negligent inspection by County employees. At the County's option, the City shall retain legal counsel, at the City's expense, to defend the County if the County is named in any lawsuit arising out of such claim. It is the party's intent that the City, and not the County, be responsible for any liability arising out of the Services provided by the County and the City agrees to and shall indemnify and hold the County harmless from any such liability. Nothing in this Agreement shall be deemed to waive any protections from liability afforded to either party by the Kansas Tort Claims Act or other statute or law.

IN WITNESS WHEREOF, City and the County have executed this Agreement effective as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS	CITY OF GARDNER, KANSAS
_____	_____
Ed Eilert, Chairman	Steve Shute, Mayor
Attest:	Attest:
_____	_____
Clerk to the Board	Sharon Rose, City Clerk
Approved as to form:	
_____	_____
County Attorney	Ryan Denk, City Attorney

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COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: JAMES PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider authorizing an amendment to the agreement with IBTS to include ad hoc building services

Strategic Priority: Economic Development

Department: Administration

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute an amendment to the agreement with IBTS to include ad hoc building services.

Background/Description of Item:
Amending the current agreement with the Institute for Building Technology and Safety (IBTS) to address an upcoming building inspector staff vacancy in the Community Development Department provides an option for acquiring assistance with building inspection and plan review services on an interim basis. The City of Gardner currently has an agreement in place with IBTS to provide ad hoc planning services through June 15, 2022. This amendment would incorporate Addendum A into the current contract with no service fees outside of an hourly rate for building services that will be rendered after review and authorization of the city.

Financial Impact:
Building services will be utilized on an ad hoc basis and billed per the agreement.

Attachments included:
- IBTS Agreement Addendum A

Suggested Motion:
Authorize the City Administrator to execute an amendment to the agreement with IBTS to include ad hoc building services

AMENDMENT TO
SERVICE AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND
THE CITY OF GARDNER, KANSAS

This Amendment to the Service Agreement dated June 15, 2020 by and between **Institute for Building Technology and Safety (IBTS) and City of Gardner, KS (Jurisdiction)** is hereby amended as follows:

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Service Agreement are listed as attachments to the Service Agreement. The Jurisdiction hereby selects to implement the additional Service identified below effective immediately:

__X___ : Building Code Department Services & Fees, Attachment A

_____ : Floodplain Services & Fees, Attachment B

_____ : Accessibility Code Services & Fees, Attachment C

_____ : Fire Code Review & Inspection Services & Fees, Attachment D

_____ : Stormwater Services & Fees, Attachment E

_____: GOVmotus Permitting Software and Fees, Attachment F (Reserved for Future Use)

_____ : Energy and Green Building Services & Fees, Attachment G

_____ : Planning and Zoning Services and Fees, Attachment H

_____ : Property Maintenance Services and Fees, Attachment I

_____ : Feasibility Study Services and Fees, Attachment J

_____ : Fast Track Plan Review Services and Fees, Attachment K

This Amendment is effective as of the date of the last signature by the parties below. Except as explicitly amended by this Amendment, all of the terms and conditions of the Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, IBTS and the Jurisdiction do hereby execute this Amendment to the Service Agreement effective as of the date last signed below:

Institute for Building Technology and Safety		**City of Gardner, KS**	
Signature:	_____	Signature:	_____
Name:	Joseph Balac	Name:	_____
Title:	General Counsel and Director of Contracts	Title:	_____
Date:	_____	Date:	_____

ADDENDUM A

BUILDING DEPARTMENT SERVICES & FEES

1.0 BUILDING DEPARTMENT SERVICES

IBTS can provide complete or partial Building Department Services, including, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVmotus™ permitting system.

Permit Applications

Citizens/contractors may go to each Jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVmotus™ software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the Jurisdiction, IBTS staff will conduct the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVmotus™ software system or notify the Jurisdiction. The system in return immediately notifies the Jurisdiction that a permit is ready for issuance. The Jurisdiction having authority remains in control in order to issue permits, and each Jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the Jurisdiction may deem necessary.

Inspections

Once the permit is issued and the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via email request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVmotus™ software. IBTS will then approve

the CO for issuance and the software will notify the Jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: $100.00 per hour
Commercial Plan Review Fees: $135.00 per hour

Residential Inspections: $100.00 per inspection*
Commercial Inspections: $150.00 per inspection*

Full Time Inspector: $110 per hour with a minimum of two weeks engagement
Full Time Inspector: $125 per hour

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of $200.00.*

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	**Sq. Ft.**	**Plan Reviews**	**Inspections**
New Construction/Additions	0-3,000	$275	$900
	3,001-5,000	$410	
	>5,001	$525	
New Modular	All	$160	$275^
Alter/Repair	Plan Review Not Required	na	$160^
	Non Structural Support Modifications	$80	$160^
	With Structural Support Modifications	$110	$275^
	With Structural Support Modifications & Egress Changes	$180	$320^
New Manufactured Housing	All	n/a	$275
New Detached Accessory	Over 400 sq. ft.	$110	$220^
New Portable Building	Over 400 sq. ft.	$80	$160^
Structure Relocation	All	$200	$275
Swimming Pool	For pools required by ICC and city codes to be inspected.	$80	$315
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			$100
3rd Re-Inspection			$175
Roofing Inspection			$160
Electrical Meter Change			$80
Mechanical Trade Inspection			$80
Electrical Trade Inspection			$80
Plumbing Trade Inspection			$80
Demolition			$80
Change of Occupancy			$80
Change of Contractor			n/a
Permit Extensions			n/a
Decks			$160
Temporary Pole			$80
All Stop Work Orders			$165
Flood Determination Review			$80
Hourly Rate			$125

^ Add trade permit fees when required

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum			
A	ASSEMBLY (Section 303)	0	2,500	$425	$250	$1,400
		2,501	4,500	$715		
		4,501	10,000	$1,425		$1,650
		10,001	50,000	$2,000	$400	$3,000
		50,001	100,000	$3,500		$4,500
		100,000	300,000	$4,800		$9,000
		300,001 +		$4,800 + .02 sq.ft. over 300,000	$500	$9,000 + .02 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	$425	$250	$1,100
		2,001	5,000	$715		$1,650
		5,001	10,000	$1,425		$2,100
		10,001	20,000	$1,800	$400	$4,500
		20,001	30,000	$2,600		$5,800
		30,001	50,000	$3,750		$7,800
		50,001	100,000	$4,500		$13,000
		100,001	300,000	$6,000.00	$500	$24,000
		300,001 +		$6,000 + .02 sq.ft. over 300,00		$24,000 + .02 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	$450	$200	$825
		3,001	10,000	$900		$1,900
		10,001	30,000	$1,700		$2,900
		30,001	80,000	$2,400	$300	$5,200
		80,001	150,000	$3,300		$11,000
		150,001	300,000	$5,500		$16,000
		300,001 +		$5,500 + .02 sq.ft. over 300,000		$16,000 + .02 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	$715	$250	$1,650
		5,001	10,000	$1,250		$2,100
		10,001	30,000	$2,000		$4,800
		30,001	80,000	$3,400	$400	$11,000
		80,001	150,000	$5,300		$19,500
		150,001	300,000	$8,500		$49,500
		300,001 +		$8,500 + .02 sq.ft. over 300,000	$600	$49,500 + .02 sq.ft. over 300,000

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE						
GROUPS	**OCCUPANCY**	**SQUARE FOOTAGE**		**PLAN REVIEW FEES**	**Fees for Additional Plan Review Rounds**	**INSPECTION FEES**
		Minimum	**Maximum**	**Includes 1 Re-review**		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	$600	$175	$825
		10,001	20,000			$900
		20,001	50,000			$1,300
		50,001	100,000			$1,500
		100,001	200,000			$1,800
		$200,001 +		$600 + .02 sq.ft. over 200,000		$1,800 + .02 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	$775	$175	$2,000
		2,001	5,000	$1,200		$2,500
		5,001 +		$1,200 + .03 sq.ft. over 5,000		$2,500 + .03 sq.ft. over 5,000
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	$600	$150	$1,650
		2,501	10,000	$1,350		$2,000
		10,001	30,000	$1,900		$5,200
		30,001	50,000	$3,500		$10,900
		50,001	150,000	$4,500	$225	$19,500
		150,001	300,000	$5,800		$48,500
		300,001 +		$5,800 + .02 sq.ft. over 300,00		$48,500 + .02 sq.ft. over 300,00
Tenant Finish	When any size existing building experiances an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

CDBG Infrastructure Inspections: $125.00/hr with project maximums quoted per job.

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 6**

MEETING DATE:

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing a contract with Renaissance Infrastructure Consulting for construction inspection services on the Moonlight Safe Routes to School project

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing a contract with Renaissance Infrastructure Consulting (RIC) for construction inspection services on the Moonlight Safe Routes to School (SRTS) project in an amount not to exceed $96,288.58.

Background/Description of Item:
In 2016, the City applied for funding from Mid-America Regional Council (MARC) to replace existing sidewalks, fill in sidewalk gaps, and make improvements to meet ADA requirements in the vicinity of Moonlight Elementary School. MARC awarded the city funding for construction of the project through the Safe Routes to School Program. The program does not fund construction inspection services.

The City advertised a Request for Proposals to perform construction inspection services for this project and received two responses. The proposals were evaluated per the City's Purchasing Policy with RIC being selected to perform the work.

The purpose of this contract is to address construction observation. The Kansas Department of Transportation (KDOT) requires the City to provide full-time construction observation of this project by an LPA-certified KDOT inspector. The proposed scope and fee has been estimated to be a maximum. The total amount spent on this item will be determined by the actual amount of time required to perform the inspection.

Financial Impact:
The funds will come from the Infrastructure Special Sales Tax Fund. The updated project budget is as follows:

Design	$64,637
Right of Way	$3,000
Construction (estimated)	$410,000
Inspection and testing	$96, 289
Total Project Cost	$573,926
MARC Funding	$252,000
City Cost	$321,926

Attachments Included:

- Scope and Fee

Suggested Motion:

Authorize the City Administrator to execute a contract with Renaissance Infrastructure Consulting for construction inspection services on the Moonlight Safe Routes to School (SRTS) project in an amount not to exceed $96,288.58.

Renaissance Infrastructure Consulting
100% EMPLOYEE OWNED

8653 Penrose Lane
Lenexa, KS 66219
913.317.9500
ric-consult.com

WORK ESTIMATE FORM

Cost Plus Net Fee

Work Scope Defined by Project Plans

Project Name	Moonlight Sidewalk (SRTS)	Date	5/24/2021
Client	City of Gardner		
RIC Project Manager	Joe Venneman	Phone	913-271-7155 (cell)
Project Location	Moonlight from Warren Street to Woodson Lane		
Construction Timeline	July 2021 to September 2021	Estimated Working Days	45 days

1. Project Setup	Eng and/or Mgr	2	@	$63	=	$125.00
	Chief Inspector	40	@	$35	=	$1,400.00
	Technician(s)	0	@	$28	=	$0.00
	Clerical	2	@	$22	=	$44.00
					Subtotal	$1,569.00
2. Field Inspection	Eng and/or Mgr	48	@	$63	=	$3,000.00
	Chief Inspector *	500	@	$35	=	$17,500.00
	Technician(s)	150	@	$28	=	$4,200.00
	QAQC	0		$66	=	$0.00
	Clerical	20	@	$22	=	$440.00
					Subtotal	$25,140.00
3. Final Paper Preparation	Eng and/or Mgr	4	@	$63	=	$250.00
	Chief Inspector	80	@	$35	=	$2,800.00
	Technician(s)	0	@	$28	=	$0.00
	Clerical	3	@	$22	=	$66.00
					Subtotal	$3,116.00

Summary Total Direct Payroll Costs

	Hours		Rates*		Extension
Eng and/or Mgr	54	@	$63	=	$3,375.00
Chief Inspector	620	@	$35	=	$21,700.00
Technician(s)	150	@	$25	=	$3,750.00
QAQC	0		$66	=	$0.00
Clerical	25	@	$22	=	$550.00
			Total Direct Payroll Costs		$29,375.00

Renaissance Infrastructure Consulting
100% EMPLOYEE OWNED

8653 Penrose Lane
Lenexa, KS 66219
913.317.9500
ric-consult.com

A. Total Direct Payroll Costs					$29,375.00
B. Salary Related Overhead	145.86%				$42,846.38
C. Total Payroll Plus Overhead					$72,221.38
D. Net Fee (15%)					$10,833.21
E. Direct Expenses (Travel, Postage, Misc.)					
Per Diem & Subsistence	days 0	@	$0.00	=	$0.00
Mileage	miles 3150	@	$0.00/mile $0.56	=	$1,764.00
Postage/Delivery	EST	@	$150.00	=	$150.00
Testing Lab/Consultant** Intertek PSI (est)	1	@	$11,070	=	$11,070.00
Printing	200	@	$1.25	=	$250.00
Total Other Direct Expenses					$13,234.00
TOTAL COST PLUS NET FEE ESTIMATE					$96,288.58

RIC Representative _____ Date 05/25/2021

Client Representative _____ Date _____

KDOT Representative _____ Date _____

* OT Billed at 1.5x hourly rate

** Estimate only, actual cost will apply

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 7**

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a contract with H.W. Lochner, Inc. for consulting services for Airport Business and Economic Development Plan

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing a contract with H.W. Lochner, Inc. (Lochner) for consulting services for the Airport Business and Economic Development plan in the amount of $80,000.00.

Background/Description of Item:
The objective of the project is to complete a full assessment of the current airport and create a development and business/economic plan. The plan will act as a tool for the airport manager and policy makers to make informed, prudent business decisions related to the operation and management of the airport. One of the primary objectives of the project is to determine the needs, use, costs, and benefits of the terminal building reconstruction.

The City advertised a Request for Proposals to perform consulting services for this project and received three responses. Lochner was selected because they had a good approach to the project and have performed comparable work on similar airports.

Financial Impact:
The project is not included in the 2020-2021 budget. KDOT awarded Kansas Airport Improvement Program (KAIP) funds for the Airport Business and Economic Development Plan. KDOT will reimburse the City ninety-five percent (95%) of the total actual costs of the plan not to exceed $76,000.

Funds for the project will come from:

KAIP (95%)	$76,000
City of Gardner Airport Fund (5%)	$4,000
Total =	$80,000

Suggested Motion:
Authorize the City Administrator to execute a contract with H.W. Lochner, Inc. for consulting services on the Airport Business and Economic Development in an amount not to exceed $80,000.00.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this _____ day of _____, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and _H.W. Lochner, Inc. (LOCHNER)_, [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified engineering firm, experienced in airport business 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 _____ to February 28, 2022, 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.

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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 Public Works 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 similarly-situated person professional practicing in Consultant's profession in the same location. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. 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 reasonable 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: Matthew Jacobs, PE (Principal/Vice President), Sadie Robb, AICP (Project Manager), and Ed Agnew, PE (Aviation Planner).

3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation,

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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 Matthew Jacobs, PE as Principal/Vice-President (mjacobs@hwlochner.com / 816.590.7517), 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 Seth Gotchey, Staff Engineer (sgotchey@gardnerkansas.gov / 913-884-2204), 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. However, City recognizes that Consultant's work must be governed by sound professional practices.

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 sgotchey@gardnerkansas.gov and jsumner@gardnerkansas.gov.

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 of third parties against City or City's property;
3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;

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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 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 the lump sum amount of $80,000.00 for performing services detailed in Exhibit A. This 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 employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, to the extent caused by the negligent 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 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

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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.

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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, shall become, upon Consultant's receipt of full payment for services rendered, 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 shall be at the City's sole risk, without liability to Contractor/Consultant.

13.2 Open Records.

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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, subject to its standard of care.

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.

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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: Seth Gotchey
Staff Engineer
120 E. Main St.
Gardner, KS 66030

To Consultant: Matthew Jacobs - H.W. Lochner, Inc.
16105 W. 113th Street
Suite 107
Lenexa, KS 66219

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

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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 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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this_____day of_____, 2021

CITY OF GARDNER, KANSAS

_____

(Mayor/City Administrator)

CONSULTANT - H.W. LOCHNER, INC.

_____

CONSULTANT REPRESENTATIVE
(Matthew J. Jacobs PE – Vice President)

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Ryan Denk, City Attorney

EXHIBIT A – SCOPE OF SERVICES

The scope of work and associated budget for the preparation of the Airport Business and Economic Plan is based on the Lochner Team assessment of the Airport and reflects both the experience of Lochner in previous project assignments at the Airport and that of subconsultant QED Airport & Aviation Consultants at similar airports nationwide.

The recently-completed Airport Layout Plan and its findings and recommendations will be used as an input to the Airport Business and Economic Plan in terms of defining the existing and planned facilities as reflected in the Capital Improvement Plan. The latter may be modified based on the findings developed in the Airport Business and Economic Plan. Revisions to the Airport Layout Plan are not a part of this scope of work, with the exception of possible modification to the capital improvement plan.

The division of work responsibilities between the members of the Lochner Team is reflected in the accompanying budget. Lochner will be the primary contact with the City and QED Airport & Aviation Consultants will be available for interaction with the City and other stakeholders.

Task 1 -- Kick-Off Workshop

The Lochner Team will facilitate a project kick-off workshop with the Airport stakeholders and community leaders that will be enlisted to assist in visioning and discussing the Airport Business and Economic Plan. The composition of this group will be decided by the City, but could include members of the Airport Board, City Council, City planning staff, Gardner Edgerton Chamber of Commerce, flight instructors from nearby airports, or key business leaders within the community. During the kick-off workshop, the role of this group (called the Airport Business Leaders and Entrepreneurs [ABLE] Committee) in the conduct of the Plan will be reviewed. The Lochner Team suggests that the ABLE Committee be limited in size to not more than 10 members. It is not envisioned that there will be a chairperson nor voting by members, but rather the ABLE Committee serves to provide individual member input during the preparation of the Plan. Items of discussion at the kick-off workshop may include the perceived strengths, weaknesses, opportunities, and threats of the Airport. Supporting graphics may be used in the conduct of the Kick-Off Workshop.

Task 2 -- Data Collection

This task entails the Lochner Team conducting data reconnaissance for information pertinent to the finances and business interests of the Airport for use in subsequent tasks. It is anticipated that the information to be collected or developed by the Lochner Team could include the following:

- Walkover survey of existing airfield and terminal area facilities for a general condition assessment and potential for continued use.
- Existing rates and charges at the Airport, including fuel flowage fees, landing fees, hangar rents, tie-down fees, parking fees, and land and building lease rates and terms.
- Airfield and terminal area facilities and their general condition, user services and amenities, and pricing structure available at competing airports, generally those seven

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within a 45-minute driving time of the Airport (New Century, Johnson County, Lawrence, Ottawa, Miami County, Lee's Summit and Wheeler Downtown).

- Mail-out survey of existing Airport users, determining why they base aircraft at the Airport or regularly use the Airport, and what types of amenities or facilities they would prefer to see in the future.
- Mail-out survey of select Chamber of Commerce businesses as suggested by the City and the ABLE Committee to determine if and how they and their visitors use aviation services in support of their business operations, and what amenities or facilities at the Airport could attract or further advance such activity.
- Market overview of national and Kansas general aviation airport trends, examining aviation industry forecasts, and unique ways that have been implemented to enhance opportunities for increasing net operating income (operating revenue less operating expenses).
- Relevant City planning documents, including the Comprehensive Plan, Economic Development Strategy, and Growth Management Strategy, to determine how the Airport can grow business prospects within the framework set forth by these planning documents.

Portions of Task 2 will be concurrent with the Kick-Off Workshop and the data collected will be reviewed and presented in Task 3.

Task 3 -- Interim Report and ABLE Committee Meeting

Based on the data collected during Task 2, the Lochner Team will prepare an interim report that presents an assessment of that data, including a competitive position assessment of the Airport among area airports offering similar facilities (airfield and terminal), services and amenities and their pricing structure. Potential strategies and activities in terms of services and amenities at the Airport that may be suitable for inclusion in the Airport Business and Economic Plan to be developed in Task 4 will be highlighted.

The interim report will be reviewed and discussed with the ABLE Committee, which is anticipated to yield the identification of the most promising business and economic initiatives to be addressed in Task 4.

Task 4 -- Draft Business and Economic Plan Report and ABLE Committee Meeting

This task builds on the findings and recommendations generated from the earlier tasks to yield the following analyses.

- Airport facilities available and their general condition and opportunities for improvement to attract Airport users.
- Update of the recent Airport Layout Plan capital improvement plan to reflect improvements recommended as part of the Business and Economic Plan.
- Feasibility study of instrument approach procedures (RNAV [GPS] LNAV) to each ultimate end of Runway 17-35, including cost estimates for development and obstruction mitigation where applicable. Obstacle data will be obtained from the FAA ADIP web site and the National Digital Obstacle File.

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- Analysis of alternative forms of airport management and operations, including traditional fixed-base operator (FBO) and contract management options.
- Preparation of pro forma statements of operating revenue and expenses under alternative forms of airport management and operation, as well as the current City management program, including reliance on third-party private investment.
- Key elements of a marketing plan for implementation by the City with possible support from Airport stakeholders -- advertising and other forms of promotion, Airport rebranding and logo options, aviation/community events at the Airport, Airport web site pages, integration with Kansas economic development initiatives, as may be appropriate.

The Draft Airport Business and Economic Plan will be reviewed and discussed with the ABLE Committee and revised by the Lochner Team based on that input, as appropriate.

Task 5 -- Airport Open House

The Draft Airport Business and Economic Plan will be advertised by the City and held at the Airport as a means to advise the local aviation and public communities of those initiatives being planned for implementation to enhance the economic contribution of the Airport. If requested by the City, the Lochner Team will draft a press release announcing the open house and listing the major findings and recommendations. The open house is intended as an informational meeting and not a formal public hearing. Comments offered at the open house may generate a need for modification to the Draft Airport Business and Economic Plan.

Members of the ABLE Committee will be encouraged to attend the open house.

Task 6 -- City Council Presentation

The Draft Airport Business and Economic Plan will be presented to the City Council. The Plan will be provided to council members two weeks in advance of the meeting, allowing time for review. Pertinent questions and comments will be used to strengthen and finalize the Airport Business and Economic Plan. The Lochner Team can assist the City in posting the Plan on its publication on the City's website.

The completion of Task 6 marks the completion of the Plan.

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EXHIBIT B - FEES

DERIVATION OF CONSULTANT PROJECT COSTS

AIRPORT BUSINESS PLAN

GARDNER MUNICIPAL AIRPORT (K34)
GARDNER, KANSAS

May 18, 2021

1. DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	36	$65.00	$ 2,340.00
Senior Business Analyst	174	$60.00	$ 10,440.00
Project Manager	196	$38.00	$ 7,448.00
Aviation Planner	68	$38.00	$ 2,584.00
Technician	100	$28.00	$ 2,800.00
Administrative Asst.	32	$22.00	$ 704.00

Total Direct Salary Costs = **$ 26,316.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 155.11% = **$ 40,818.75**

3. SUBTOTAL:

Items 1 and 2 = **$ 67,134.75**

4. PROFIT:

15% of Item 3 Subtotal = **$ 10,070.21**

Subtotal of Items 3 and 4 **$ 77,204.96**

5. OUT-OF-POCKET EXPENSES:

a. Mileage	0	miles @ $0.56/mile	=	$ -
b. Meals	0	@ $66.00/day	=	$ -
c. Motel	0	days @ $123.00/day	=	$ -
d. Mailing & Misc. Expenses			=	$ 2,795.04

Total Out-of-Pocket Expenses = **$ 2,795.04**

6. TOTAL FEE:

Items 4 and 5 **$ 80,000.00**

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COST BREAKDOWN

AIRPORT BUSINESS PLAN

GARDNER MUNICIPAL AIRPORT (K34)
GARDNER, KANSAS

May 18, 2021

Classification:		Principal	Sr. Business Analyst	Project Manager	Airport Planner	Technician	Admin. Assistant	Other Costs
Hourly Rate:		$190.69	$176.03	$111.48	$111.48	$82.15	$64.54	
A. Data Collection:		8	40	60	24	20	16	(2)
Labor Subtotal =	$20,606.77	$1,525.56	$7,041.04	$6,688.98	$2,675.59	$1,642.91	$1,032.69	
Expense Subtotal =	$ 295.04							$ 295.04
Total Fee =	**$ 20,901.81**							
B. Public Involvement:		20	54	80	24	40	8	(2)
Labor Subtotal =	$28,715.69	$3,813.89	$9,505.40	$8,918.65	$2,675.59	$3,285.82	$516.34	
Expense Subtotal =	$ 2,500.00							$ 2,500.00
Total Fee =	**$ 31,215.69**							
C. Business Plan Development:		8	80	56	20	40	8	(2)
Labor Subtotal =	$27,882.50	$1,525.56	$14,082.07	$6,243.05	$2,229.66	$3,285.82	$516.34	
Expense Subtotal =	$ -							$ -
Total Fee =	**$ 27,882.50**							
GRAND TOTAL =	**$ 80,000.00**							

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

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COUNCIL ACTION FORM PLANNING CONSENT AGENDA NO. 1

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: DAVE KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Estates, 2nd Plat

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

Department: Community Development

Planning Commission Action/Recommendation:
After review of application FP-21-01, a final plat for Prairie Trace Estates, 2nd Plat, a portion of tax ID CF231429-3002, and final plat dated April 5, 2021, and staff report dated May 24, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. The applicant shall obtain approval of the final stormwater management plan from the Public Works Department prior to the release of the plat for recording
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording
3. The application shall be reviewed and approved by the Johnson County Board of County Commissioners prior to the recording of the plat
4. Revise plat to show the full street names

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

Staff Recommendation:
Staff recommended approval of the final plat for Prairie Trace Estates, 2nd Plat with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:
The properties were zoned RUR (Rural), PRB2 (Planned Residential Neighborhood Retail Business), and PEC3 (Planned Light Industrial Park) Districts in the county and annexed into the city as such in September 2019. The subject properties are part of a larger development project that includes the single-family planned district, multi-family residential and commercial, which have gone through the process for a rezoning (Z-20-01) and preliminary development plan (PDP-20-01) and preliminary plat (PP-20-01) for Prairie Trace. The Planning Commission recommended approval of the rezoning and PDP at their March 24, 2020 meeting and the Governing Body approved the rezoning and associated preliminary development at their April 20, 2020 meeting. These applications were reviewed by the Johnson County Airport Commission and approved by the Johnson County Board of County Commissioners with a favorable recommendation in 2020.

The Planning Commission considered this final plat at their May 24, 2021 meeting and voted unanimously to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

Financial Impact:
Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax if it has not been paid. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

Attachments included:
- Planning Commission packet

Suggested Motion:
Accept the dedication of right-of-way and easements on the final plat for Prairie Trace Estates, 2nd Plat (FP-21-01)

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 3A & 3B**
MEETING DATE: MAY 24, 2021
PREPARED BY: ROBERT CASE, PLANNER

PROJECT NUMBER / TITLE: FDP-21-02 Final Development Plan and FP-21-01 for Prairie Trace Estates 2nd Plat

PROCESS INFORMATION

Type of Request: Final Development Plan and Final Plat
Date Received: April 5, 2021

APPLICATION INFORMATION

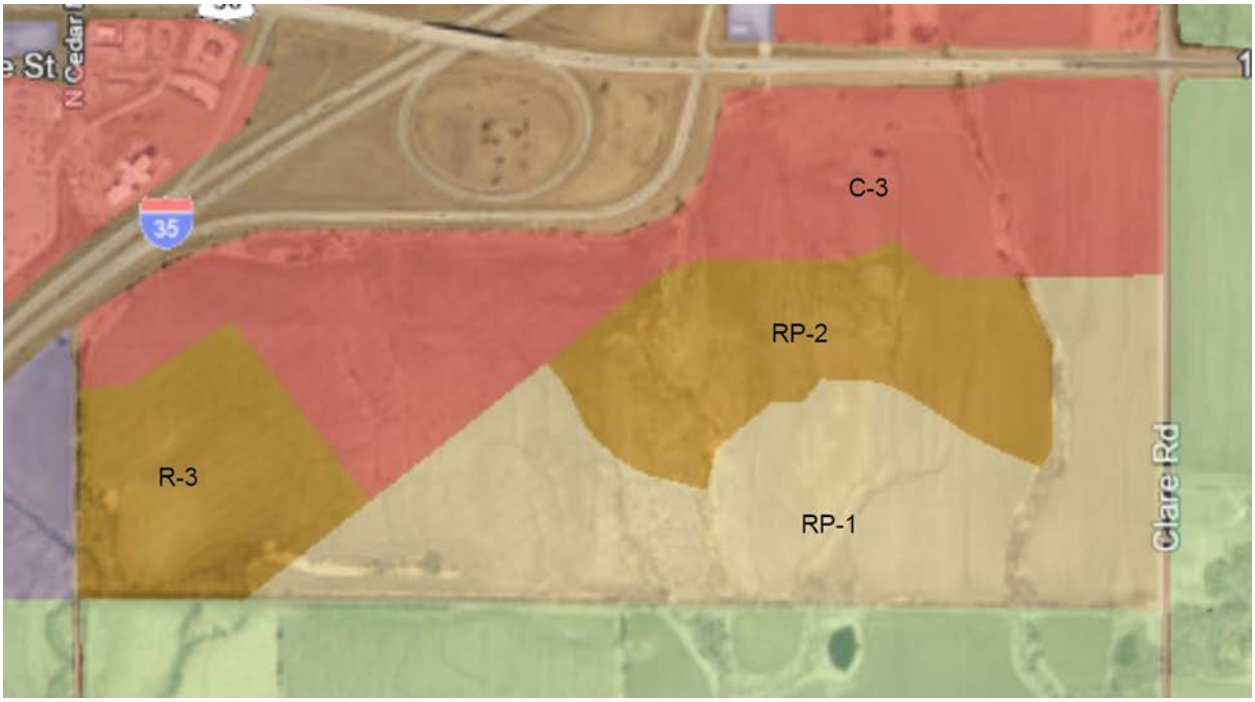
Applicant: Schlagel & Associates, P.A., Mark Breuer, PE
Owner: Day3, LLC (Grata Development)
Parcel ID: CF231429-3002 & CF231429-1001
Location: Southeast corner of the intersection of Interstate 35 and 175th Street

REQUESTED ACTION

The applicant is requesting approval of the final development plan and final plat for Prairie Trace Estates 2nd Plat. The second plat includes 13 single-family residential lots.

EXISTING ZONING AND LAND USE

Currently the property is zoned RP-1, (Planned Single Family Residential) District with an approved preliminary development plan for Prairie Trace Estates. The property is currently cultivated for row crops. The rezoning for Prairie Trace Estates was adopted by the Governing Body at its April 20th, 2020 meeting.



SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
M-1 (Restricted Industrial) District	Vacant
RP-2 (Planned Two Family) District	Row crops (Prairie Trace Meadows)
C-3 (Heavy Commercial) District [northwest]	I-35 ROW, Hotel, retail, restaurant uses
East of subject property	
County RUR (Rural, Agriculture) District	Row crops, homestead
South of subject property	
County RUR (Rural, Agriculture) District	Row crops
West of subject property	
County PEC3 (Planned Light Industrial) District	Row crops
CP-2 (Planned General Commercial) District [northwest]	Retail

EXISTING CONDITIONS

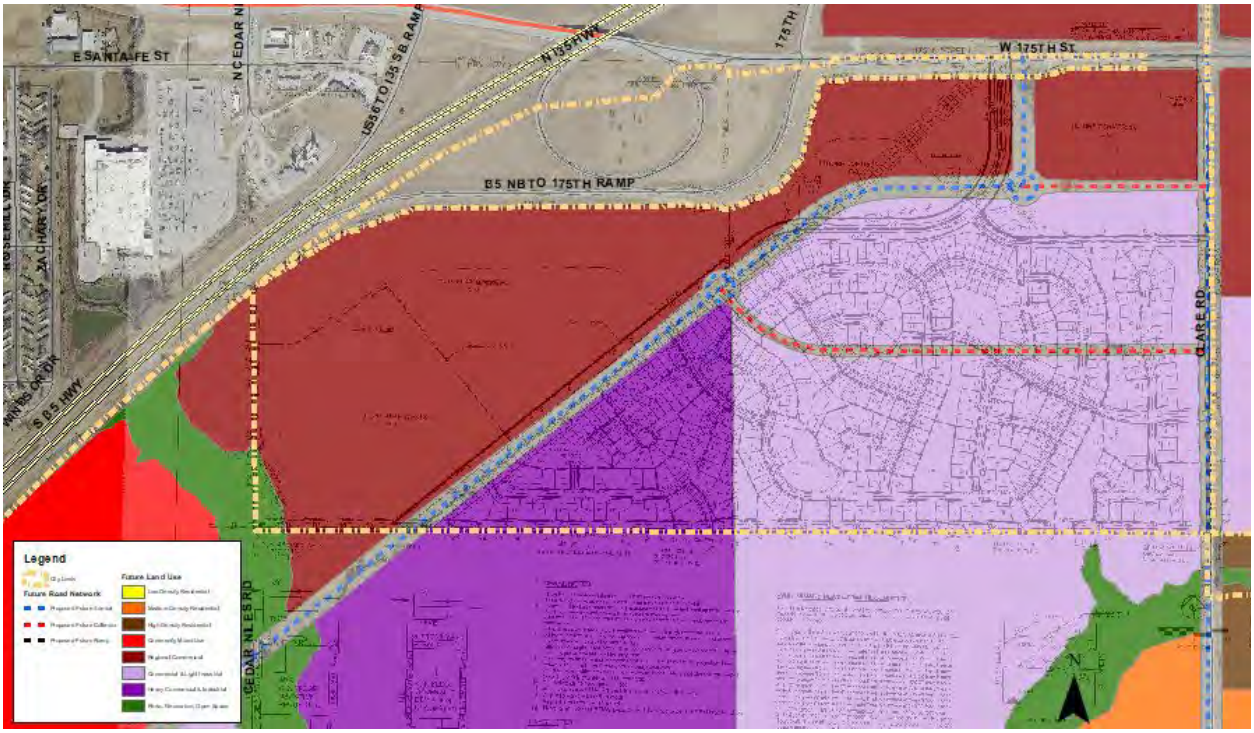
These properties were annexed into the City on September 3, 2019 per Ordinance 2622. The properties are two parcels located along Interstate 35, at the southeast corner of the I-35 and 175th Street Interchange with city limits bordering to the north and northwest sides of the property. Currently the property is unplatted and farmed with row crops and zoned with County RUR (Rural), PRB2 (Planned Residential Neighborhood Retail Business), and PEC3 (Planned Light Industrial Park) Districts. Currently no utilities serve this site however there is a large Southern Star gas pipeline (yellow line on map) that bisects the property which includes a 66' easement around the pipeline. Also along the southern boundary, Evergy has electric transmission lines (red lines on map) with a 70' easement surrounding the lines. These two areas are no build areas.

BACKGROUND / HISTORY

The properties were zoned RUR (Rural), PRB2 (Planned Residential Neighborhood Retail Business), and PEC3 (Planned Light Industrial Park) Districts in the County and annexed into the City as such in September 2019. The subject properties are part of a larger development project that includes the single-family planned district, multi-family residential and commercial which have gone through the process for a rezoning (Z-20-01) and preliminary development plan (PDP-20-01) and preliminary plat (PP-20-01) for Prairie Trace. The Planning Commission recommended approval of the rezoning and PDP at their March 24, 2020 meeting and the Governing Body at their April 20, 2020 meeting approved the rezoning and associated preliminary development. These applications were reviewed by the Johnson County Airport Commission and approved by the Johnson County Board of County Commissioners with a favorable recommendation in 2020.

CONSISTENCY WITH COMPREHENSIVE PLAN

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



Since the adoption of the Plan, the property owner's concept has changed to include Regional Commercial on the north and northwest, multi-family on the west and single-family within the subject area. This is due to market demand for the industrial warehouse and the need for

residential development changing. Industrial warehouse is tending to locate near other existing similar uses further south along I-35. The residential will help to support the commercial development by providing goods and services to the area. While the Future Land Use map is not consistent with the proposed project, there are policies within the Plan that support residential development related to the proposed development.

Additionally the project meets policies within the New Residential Growth Areas. While this area is not identified for residential growth, it meets the following policies:

- *Connectivity:*
  - *Require pedestrian connections to adjacent streets and neighborhoods at the terminus of all new cul-de-sacs.*
- *Open Space Preservation & Conservation Design*
  - *Integrate stormwater detention areas and corridors in order to effectively mitigate the impacts of flooding.*
  - *Require trails, useful open spaces, and parks throughout new development areas through dedications and easements set aside as part of the development review process.*
  - *Utilize environmental features, topography, and natural areas, to guide development, and shape the potential development area of residential sites.*

STAFF ANALYSIS - FINAL DEVELOPMENT PLAN

This phase is the second phase of the Estates development portion of Prairie Trace. The Estates includes standard suburban lots including a tract for a pool and clubhouse. The second phase one includes 13 lots, 1 tracts, a portion of 178th Court and Greeley Street.

17.03.040 (F) Review Criteria:

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

Staff Comment: *The final development plan is generally in compliance with the Gardner LDC, with the exception of the approved deviations from the preliminary development plan.*

2. In making a determination of compliance, or for final development plans accompanying any discretionary review or administrative relief, the review body shall consider whether:
   a. The site is capable of accommodating the buildings, proposed use, access and other site design elements required by the Code and will not negatively impact the function and design of rights-of-way or adjacent property.

   Staff Comment: *The sites are capable of accommodating the buildings with approved deviations on the preliminary development plan. The proposal is capable of accommodating other site design elements required without negatively impacting adjacent property.*

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

   Staff Comment: *The design and arrangement of buildings and open spaces are consistent with good principles and practices.*

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

Staff Comment: *The applicant is proposing architecture and building design using quality materials such as stucco and stone veneer. Additional details such as columns, window details and roof details are provided on the homes.*

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

Staff Comment: *The overall design is compatible with the relationship to other proposed buildings in the Estates to the north.*

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

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

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

Staff Comment: *This application is within the airport area of interest and will need to receive approval from the Johnson County Airport Commission and the Johnson County Board of Commissioners. Additionally public improvement plans will need to be reviewed and approved by the City, WaterOne and KDOT. After utilities and streets are installed, building permits for each structure will need to be obtained*

4. The recommendations of professional staff.

Staff Comment: *Staff recommends approval.*

5. The final development plan is in substantial compliance with the approved preliminary development plan.

Staff Comment: *The final development plan is in substantial compliance with the preliminary development plan in relation to the number of lots and the lot layout and street layout.*

STAFF ANALYSIS - FINAL PLAT

17.03.020 (E1) Review Criteria:

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

Staff Comment: *The final plat is in substantial compliance with the preliminary plat considering the number of lots, block layout, street designs and access.*

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

Staff Comment: *Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.*

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

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

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

Staff Comment: *No deviations are requested on this final plat.*

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

Staff Comment: *Planning staff recommends approval of the final plat with the conditions outlined in the Recommended Motion below.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

ELECTRIC –

Electric utilities will be provided to the property by the City. The City will extend the utilities across the interstate and to the development. Easements have been provided to the acceptance of the Electric Division.

WATER –

Water is to be provided by WaterOne. The applicant will work with the appropriate water district for approval and installation.

SANITARY SEWER –

Sanitary sewer will be provided by the City of Gardner. The utilities will be extended across the interstate and a new lift station will need to be installed generally located along the southern portion of the project in its entirety and located outside of all detention and stream setback areas. The sanitary sewer line locations will be further defined with the public improvement plans. After the location of the lift station is determined, Utilities staff will work with the applicant for any necessary easements and access drives beyond this phase.

STORM SEWER –

Storm sewer improvements are provided for with the proposed storm water detention and drainage areas. A final storm water study has been submitted and comments are being addressed with the Public Works Department. The final study will need to be approved prior to the release of the plat for recording.

ROADWAY NETWORK & VEHICULAR ACCESS –

The applicant is constructing local streets within the residential development which with this phase includes part of 178th Court and the extension of Greely Street from the north.

SIDEWALKS –

The Neighborhood Local street design requires a 5' sidewalk along both sides of the street. A deviation to allow for all lots either to be adjacent to a trail or to have a sidewalk has been approved. There are no trail amenities located in either of the drainage tracts, so sidewalks will be required along that street.

NEW CENTURY AIRCENTER –

The subject property is within the New Century AirCenter Airport Interest Area and within 1 mile of airport owned property and as previously mentioned will need to obtain approval from the Johnson County Airport Board and the Johnson County Board of County Commissioners.

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication. The applicant is paying for and constructing the new arterial street, New Trails Parkway which is what the excise tax is earmarked for. The exemption states, "The reasonable cost for construction to City standards of a major street abutting and serving land included in the plat, required by the City and accepted as a condition for approval of a plat. Reasonableness of costs shall be determined by the City Engineer based on information presented to the City." The City is working with the applicant on this.

ATTACHMENTS

I. Final development plan document
II. Final plat document
III. Estates Landscape Plan

ACTIONS

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

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

EFFECT OF DECISION

Final Development Plan – Approval of a final development plan shall authorize the applicant to apply for a building permit and other applicable permits. The Director may approve minor amendments to approved final development plans without the refiling of a new application, but in no event shall the Director approve any change that does not qualify for an administrative site plan, or any change that is different from any condition of approval of the final development plan.

Final Plat – If the Planning Commission approves or conditionally approves the final plat, the plat shall be forwarded to the Governing Body with a recommendation that they accept dedication of land for public purposes such as easements, rights-of-way and public facilities. The approval of the final plat; acceptance of the dedication of land for public purposes; finding that the construction plans for any utilities, infrastructure or public facilities meet all City technical specifications; and payment of the excise tax if applicable, authorizes the filing of the plat with the Johnson County Records and Tax Administration. Any approval with conditions or exceptions to the rules shall be clearly stated on the plat. Any plat not recorded within two years from the date of acceptance of

land by the Governing Body shall be null and void. Upon approval of the final plat, dedications, and construction plans and recording of the plat, the applicant may proceed with the construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.

RECOMMENDATION – FINAL DEVELOPMENT PLAN

Staff recommends approval of the final development plan for Prairie Trace Estates 2nd Phase with the conditions outlined in the Recommended Motion below.

Recommended Motion:

After review of application FDP-21-02 a final development plan for Prairie Trace Estates 2nd Phase, on a portion of tax ID CF231429-3002 and final development plan dated April 5, 2021 and staff report dated May 24, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. The applicant shall obtain approval of the final stormwater management plan from the Public Works Department.
2. The applications shall be reviewed and approved by the Johnson County Board of County Commissioners prior to the publication of an Ordinance by the City of Gardner Governing Body.

RECOMMENDATION – FINAL PLAT

Staff recommends approval of the final plat for Prairie Trace Estates, 2nd Plat with the conditions outlined in the Recommended Motion below.

Recommended Motion:

After review of application FP-21-01, a final plat for Prairie Trace Estates, 2nd Plat, a portion of tax ID CF231429-3002, and final plat dated April 5, 2021, and staff report dated May 24, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. The applicant shall obtain approval of the final stormwater management plan from the Public Works Department prior to the release of the plat for recording.
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.
3. The applications shall be reviewed and approved by the Johnson County Board of County Commissioners prior to the publication of an Ordinance by the City of Gardner Governing Body.
4. Revise plat to show the full street names.

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

FINAL PLAT OF

PRAIRIE TRACE ESTATES, SECOND PLAT

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

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.

The use of all lots, units and properties in this subdivision shall hereafter be subject to the Declarations, which instruments are to be recorded in the Office of the Register of Deeds of Johnson County, Kansas, as provided above, and which shall hereby become a part of the dedication of this plat as though set forth herein.

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_____, 202__.

GRATA DEVELOPMENT, LLC,

_____
By: TRAVIS SCHRAM, Manager

ACKNOWLEDGMENT:

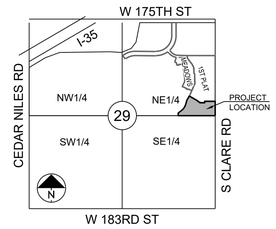
STATE OF _____)
)ss.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 202__, 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.

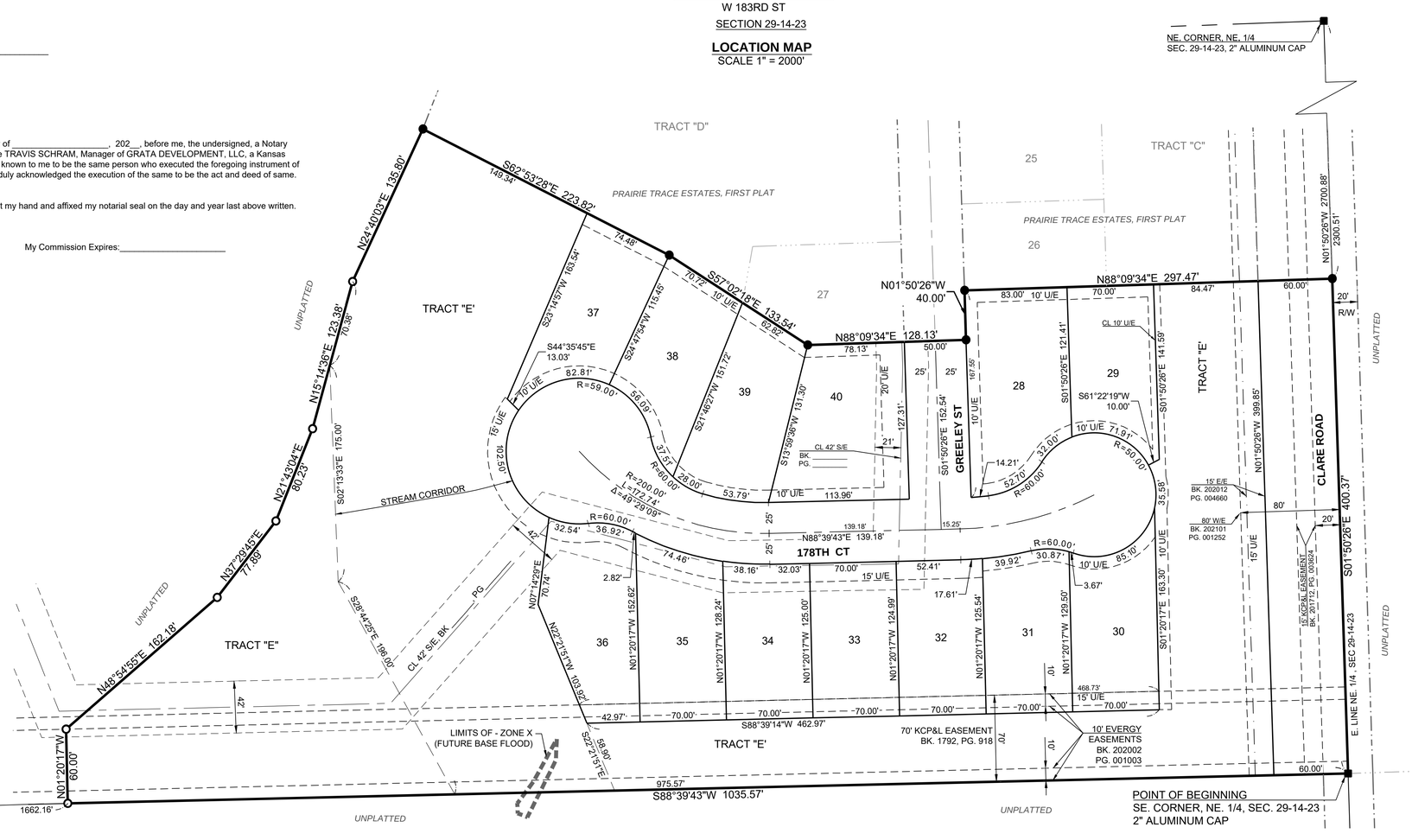
_____
Notary Public My Commission Expires:_____

_____
Print Name



SECTION 29-14-23

LOCATION MAP
SCALE 1" = 2000'



LOT #	AREA (SF)
28	12,519.05
29	8,893.68
30	9,258.99
31	9,059.14
32	8,752.14
33	8,749.54
34	8,790.98
35	9,677.83
36	10,790.87
37	9,825.73
38	9,437.60
39	10,308.59
40	12,188.76
INTERIOR R/W	42,383.00
R/W CLARE	24,006.53
TRACT "E"	182,014.19
TOTAL	376,656.61

DESCRIPTION:

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

BEGINNING at the Southeast corner of the said Northeast One-Quarter; thence along the South line of the said Northeast One-Quarter, South 88 degrees 39 minutes 43 seconds West, a distance of 1035.57 feet; thence North 01 degrees 20 minutes 17 seconds West, a distance of 60.00 feet; thence North 48 degrees 54 minutes 55 seconds East, a distance of 162.18 feet; thence North 37 degrees 29 minutes 45 seconds East, a distance of 77.89 feet; thence North 21 degrees 43 minutes 04 seconds East, a distance of 80.23 feet; thence North 15 degrees 14 minutes 36 seconds East, a distance of 123.38 feet; thence North 24 degrees 40 minutes 03 seconds East, a distance of 135.80 feet to the Southwest corner of PRAIRIE TRACE ESTATES, FIRST PLAT, a subdivision in the said City of Gardner; thence along the South line of said FIRST PLAT for the following five courses, South 62 degrees 53 minutes 28 seconds East, a distance of 223.82 feet; thence South 57 degrees 02 minutes 18 seconds East, a distance of 133.54 feet; thence North 88 degrees 09 minutes 34 seconds East, a distance of 128.13 feet; thence North 01 degrees 50 minutes 26 seconds West, a distance of 40.00 feet; thence North 88 degrees 09 minutes 34 seconds East, a distance of 297.47 feet to a point on East line of the said Northeast One-Quarter; thence along said East line, South 01 degrees 50 minutes 26 seconds East, a distance of 400.37 feet to the Point of Beginning, and containing 8.6468 acres, more or less.

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 ESTATES, SECOND 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.

RESTRICTIONS:

TRACT "E" shall be owned and maintained by the homes association or their authorized representatives thereof and are to be used for detention and stormwater quality features, open space and natural areas.

Should the presence of waterfowl on wet detention basins become an observed hazard to the operations of the New Century AirCenter, the owner of such detention basins agrees to identify and complete, without unreasonable delay, mitigation efforts. Owner shall then notify Airport Commission staff of the mitigation efforts completed and Airport Commission staff shall thereafter confirm whether the previously observed hazard has been mitigated. If owner disagrees with the observed hazard finding or the determination as to whether the previously observed hazard has been mitigated, owner shall have the right to appear before the Johnson County Airport Commission for a determination of the issue.

APPROVALS:

PLANNING COMMISSION:

APPROVED BY, the Planning Commission of the City of Gardner, Johnson County, Kansas this ___ day of _____, 202__.

_____
Scott Boden, Chair

MAYOR:
ACCEPTANCE OF DEDICATIONS AND EASEMENTS BY, the Governing Body of the City of Gardner, Johnson County, Kansas this ____ day of _____, 202__.

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

LEGEND:

- ■ FOUND MONUMENT AS NOTED
- ● FOUND 1/2" REBAR WITH KSLS 54 CAP UNLESS OTHERWISE NOTED
- ○ SET 1/2" REBAR W/LS-54 CAP UNLESS OTHERWISE NOTED
- EXISTING PLAT AND R/W LINES
- EXISTING LOT AND PROPERTY LINES
- E/E - ELECTRICAL EASEMENT
- R/W - RIGHT-OF-WAY
- S/E - STREET EASEMENT
- W/E - WATERLINE EASEMENT

0 50' 100'
SCALE: 1" = 50'

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

NOTES:

FLOOD NOTE: Part of Tract "E" lies within Flood Zone X, Future Base Flood defined as areas of 1% annual chance flood based on future conditions hydrology. Limits shown hereon, scaled from FIRM Map 20091C0122G. The remainder of 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 20091C0121 and G20091C0122G, both 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.

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 KANSAS LAND SURVEYOR

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

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

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street ● Lenexa, Kansas 66215
Ph: (913) 492-5158 ● Fax: (913) 492-5400 ● WWW.SCHLAGELASSOCIATES.COM
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

DATE 02-23-2021	FINAL PLAT OF PRAIRIE TRACE ESTATES SECOND PLAT
DRAWN BY JWT	
CHECKED BY SCH	
PROJ. NO. 20-225	SHEET NO. 1

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

FINAL PLAT APPLICATION

Pre-App Date _____
Fee _____
File No. _____

OWNER INFORMATION

Name(s) GRATA DEVELOPMENT, LLC
Contact TRAVIS SCHRAM, MANAGER
Address 6300 W. 143RD STREET, SUITE 200
City OVERLAND PARK State KANSAS Zip 66223
Phone 913-732-4778 Email TRAVIS@GRATADEV.COM

APPLICANT/AGENT INFORMATION

Name(s) SCHLAGEL & ASSOCIATES, P.A.
Contact MARK BREUER, PE
Address 14920 W. 107TH STREET
City LENEXA State KANSAS Zip 66215
Phone 913-492-5158 Email MAB@SCHLAGELASSOCIATES.COM

SITE INFORMATION

Property Address/Location PRAIRIE TRACE ESTATES 2ND PLAT S. CLARE ROAD AND 178TH CT
Legal Description (Attach If Necessary) SEE THE ATTACHED LEGAL DESCRIPTION
Number of Existing Lots 0 Number of Proposed Lots 13 LOTS (1 TRACT)
Total Site Area 376,655 SF (8.6468 AC) Present Zoning RP-2, RP-1
Number of Existing Structures 0 Present Land Use VACANT
Proposed Street Design Type(s) & Class Suburban
Proposed Type(s) Open & Civic Space Natural Area, Trail Greenway, Park (pool)
Proposed Frontage Type(s) Suburban and Neighborhood
Proposed Building Types(s) Detached Homes - Suburban and Neighborhood

SIGNATURE

I/We, the undersigned am/are the **(owner(s)), (duly authorized agent), (Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for final plat as indicated above.

Signature(s): _____ Date 3/1/2021

_____ Date _____

GARDNER KANSAS

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

OWNER AFFIDAVIT

I/WE GRATA DEVELOPMENT, LLC, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 1st day of March, 2021, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

   See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize SCHLAGEL & ASSOCIATES, P.A. (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding PRAIRIE TRACE ESTATES SECOND PLAT (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation of partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Owner

Owner

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me on this 1st day of March, 2021, by

_____.

My Commission Expires:

Notary Public

MARCIA K. BERGIN
My Appointment Expires
February 23, 2024

COUNCIL ACTION FORM PLANNING CONSENT AGENDA NO. 2

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: DAVE KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows, 2nd Plat

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

Department: Community Development

Planning Commission Action/Recommendation:
After review of application FP-21-02, a final plat for Prairie Trace Meadows, a portion of tax ID CF231429-3002, and final plat dated April 5, 2021 and staff report dated May 24, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Revise the plat to provide the full street names
2. The application shall be reviewed and approved by the Johnson County Board of County Commissioners prior to the recording of the plat
3. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording

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

Staff Recommendation:
Staff recommended approval of the final plat for Prairie Trace Meadows, 2nd Plat with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:
The properties were zoned RUR (Rural), PRB2 (Planned Residential Neighborhood Retail Business), and PEC3 (Planned Light Industrial Park) Districts in the county and annexed into the city as such in September 2019. The subject properties are part of a larger development project that includes the single-family planned district, multi-family residential and commercial which have gone through the process for a rezoning (Z-20-01) and preliminary development plan (PDP-20-01) and preliminary plat (PP-20-01) for Prairie Trace. The Planning Commission recommended approval of the rezoning and PDP at their March 24, 2020 meeting and the Governing Body approved the rezoning and associated preliminary development at their April 20, 2020 meeting. These applications were reviewed by the Johnson County Airport Commission and approved by the Johnson County Board of County Commissioners with a favorable recommendation in 2020.

The Planning Commission considered this final plat at their May 24, 2021 meeting and voted unanimously to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

Financial Impact:
Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax if it has not been paid. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

Attachments included:

- Planning Commission packet

Suggested Motion:
Accept the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows, 2nd Plat (FP-21-02)

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 4A & 4B**
MEETING DATE: MAY 24, 2021
PREPARED BY: ROBERT CASE, PLANNER

PROJECT NUMBER / TITLE: FDP-21-03 Final Development Plan and FP-21-02 for Prairie Trace Meadows First Plat

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PROCESS INFORMATION

Type of Request: Final Development Plan and Final Plat
Date Received: April 5, 2021

APPLICATION INFORMATION

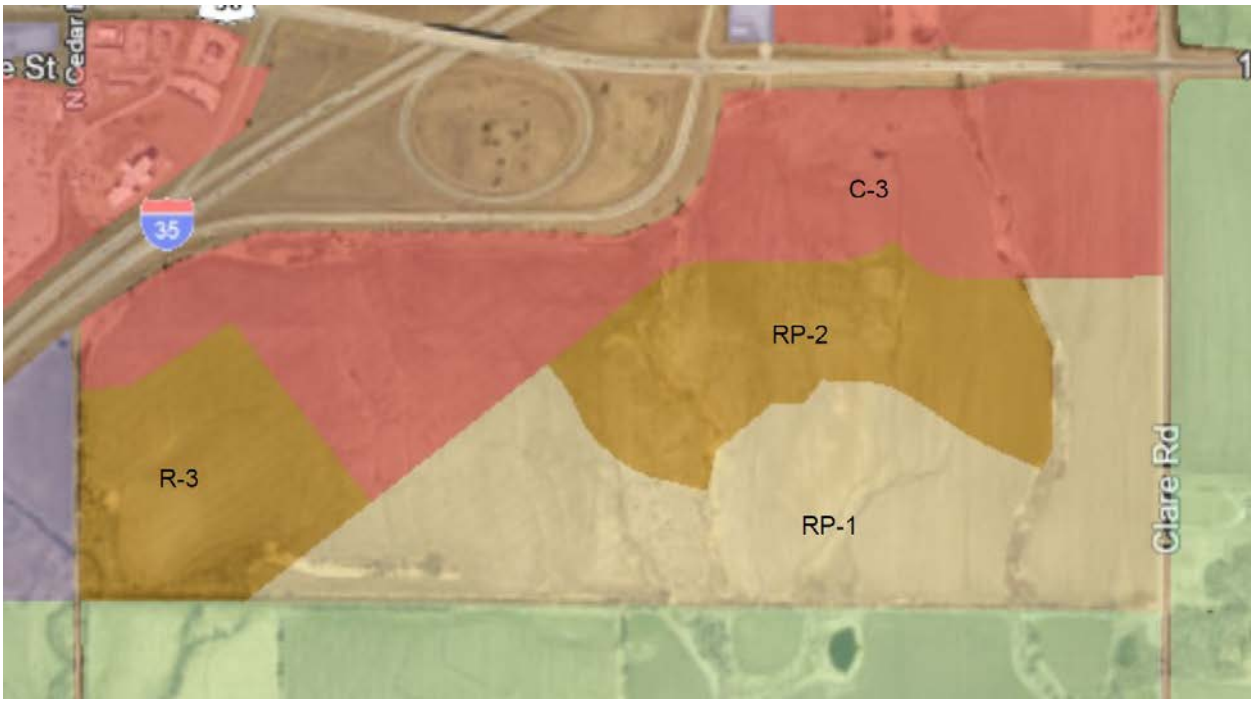
Applicant: Schlagel & Associates, P.A., Mark Breuer, PE
Owner: Day3, LLC (Grata Development)
Parcel ID: CF231429-3002 & CF231429-1001
Location: Southeast corner of the intersection of Interstate 35 and 175th Street

REQUESTED ACTION

The applicant is requesting approval of the final development plan and final plat for Prairie Trace Meadows 2nd Plat. The plat includes 30 single-family residential lots.

EXISTING ZONING AND LAND USE

Currently the property is zoned RP-2, (Planned Two Family Residential) District with an approved preliminary development plan for Prairie Trace Meadows. The property is currently cultivated for row crops. The rezoning for Prairie Trace Meadows was adopted by the Governing Body at its April 20th, 2020 meeting.



SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
M-1 (Restricted Industrial) District	Vacant
CP-2 (Planned General Commercial) District	Row crops
C-3 (Heavy Commercial) District [northwest]	I-35 ROW, Hotel, retail, restaurant uses
East of subject property	
County RUR (Rural, Agriculture) District	Row crops, homestead
South of subject property	
County RUR (Rural, Agriculture) District	Row crops
West of subject property	
County PEC3 (Planned Light Industrial) District	Row crops
CP-2 (Planned General Commercial) District [northwest]	Retail

EXISTING CONDITIONS

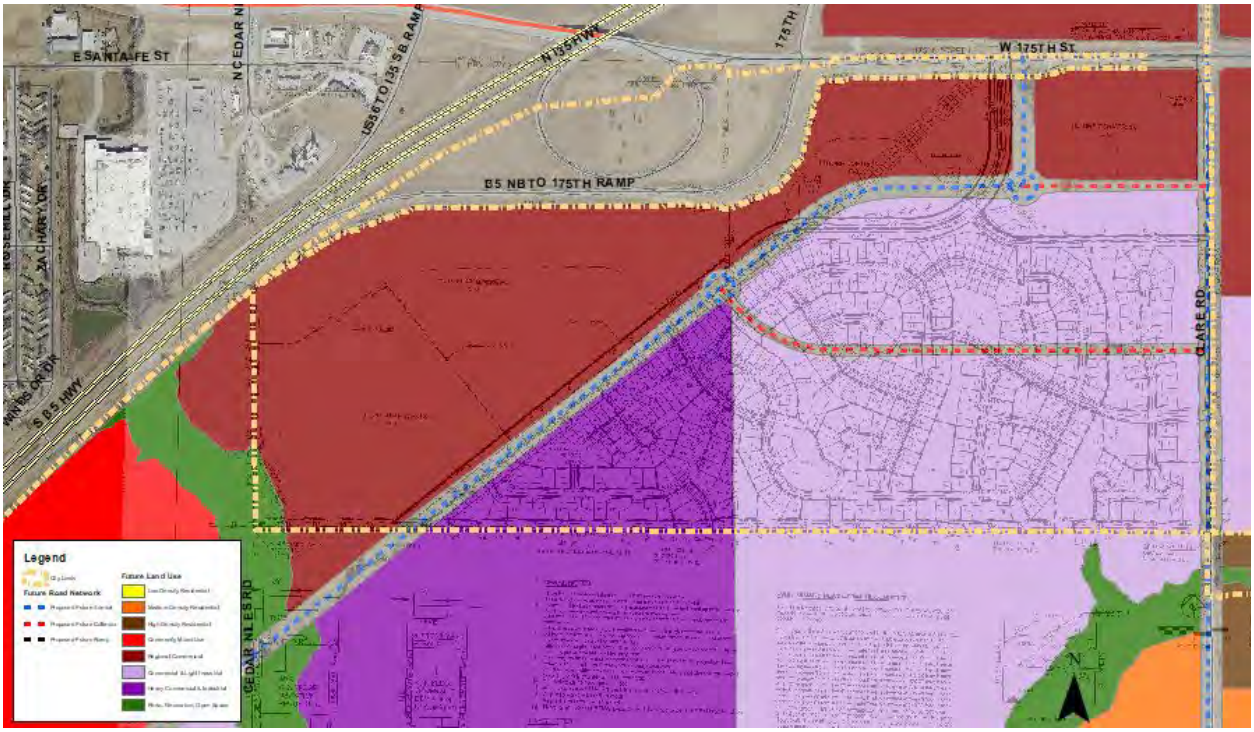
These properties were annexed into the City on September 3, 2019 per Ordinance 2622. The properties are two parcels located along Interstate 35, at the southeast corner of the I-35 and 175th Street interchange with city limits bordering to the north and northwest sides of the property. Currently the property is unplatted and farmed with row crops and zoned with County RUR (Rural), PRB2 (Planned Residential Neighborhood Retail Business), and PEC3 (Planned Light Industrial Park) Districts. The site also contains two small creeks/wetlands that drain to the south. Currently no utilities serve this site however there is a large Southern Star gas pipeline (yellow line on map) that bisects the property which includes a 66' easement around the pipeline. Also along the southern boundary, Evergy has electric transmission lines (red lines on map) with a 70' easement surrounding the lines. These two areas are no build areas.

BACKGROUND / HISTORY

The properties were zoned RUR (Rural), PRB2 (Planned Residential Neighborhood Retail Business), and PEC3 (Planned Light Industrial Park) Districts in the County and annexed into the City as such in September 2019. The subject properties are part of a larger development project that includes the single-family planned district, multi-family residential and commercial which have gone through the process for a rezoning (Z-20-01) and preliminary development plan (PDP-20-01) and preliminary plat (PP-20-01) for Prairie Trace. The Planning Commission recommended approval of the rezoning and PDP at their March 24, 2020 meeting and the Governing Body at their April 20, 2020 meeting approved the rezoning and associated preliminary development. These applications were reviewed by the Johnson County Airport Commission and approved by the Johnson County Board of County Commissioners with a favorable recommendation in 2020.

CONSISTENCY WITH COMPREHENSIVE PLAN

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



Since the adoption of the Plan, the property owner's concept has changed to include Regional Commercial on the north and northwest, multi-family on the west and single-family within the

subject area. This is due to market demand for the industrial warehouse and the need for residential development changing. Industrial warehouse is tending to locate near other existing similar uses further south along I-35. The residential will help to support the commercial development by providing goods and services to the area. While the Future Land Use map is not consistent with the proposed project, there are policies within the Plan that support residential development related to the proposed development.

Additionally the project meets policies within the New Residential Growth Areas. While this area is not identified for residential growth, it meets the following policies:

- *Connectivity:*
  - *Require pedestrian connections to adjacent streets and neighborhoods at the terminus of all new cul-de-sacs.*
- *Open Space Preservation & Conservation Design*
  - *Integrate stormwater detention areas and corridors in order to effectively mitigate the impacts of flooding.*
  - *Require trails, useful open spaces, and parks throughout new development areas through dedications and easements set aside as part of the development review process.*
  - *Utilize environmental features, topography, and natural areas, to guide development, and shape the potential development area of residential sites.*

STAFF ANALYSIS - FINAL DEVELOPMENT PLAN

This phase is the second phase of the Meadows development portion of Prairie Trace. The Meadows includes smaller, minimum 50' wide lots and phase two includes 30 lots, a portion of New Trails Parkway, 177th Street, 177th Terrace and Shady Bend Road.

17.03.040 (F) Review Criteria:

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

Staff Comment: *The final development plan is generally in compliance with the Gardner LDC, with the exception of the approved deviations from the preliminary development plan.*

2. In making a determination of compliance, or for final development plans accompanying any discretionary review or administrative relief, the review body shall consider whether:
   a. The site is capable of accommodating the buildings, proposed use, access and other site design elements required by the Code and will not negatively impact the function and design of rights-of-way or adjacent property.

   Staff Comment: *The site is capable of accommodating the buildings and other design elements required without negatively impacting adjacent property.*

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

   Staff Comment: *The design and arrangement of the buildings and open space is consistent with good design, principles, and practices. The site includes features and amenities that establish a built relationship with adjacent properties and the public realm.*

   Generally the proposal is consistent with good planning and site engineering principles and practices.

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

Staff Comment: *The applicant is proposing architecture and building design using quality materials such as stucco and stone veneer. Additional details such as columns, window details and roof details are provided on the homes.*

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

Staff Comment: *The overall design is compatible with the relationship to other proposed buildings and open space to the east as determined in the preliminary development plan process.*

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

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

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

Staff Comment: *This application is within the airport area of interest and will need to receive approval from the Johnson County Airport Commission and the Johnson County Board of Commissioners. Additionally public improvement plans will need to be reviewed and approved by the City, WaterOne and KDOT. After utilities and streets are installed, building permits for each structure will need to be obtained.*

4. The recommendations of professional staff.

Staff Comment: *Staff recommends approval with the conditions outlined in the recommendations section of the staff report.*

5. The final development plan is in substantial compliance with the approved preliminary development plan.

Staff Comment: *The final development plan is in substantial compliance with the preliminary development plan in relation to the number of lots and the lot layout and street layout.*

STAFF ANALYSIS - FINAL PLAT

17.03.020 (E1) Review Criteria:

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

Staff Comment: *The final plat is in substantial compliance with the preliminary plat considering the number of lots, block layout, street designs and access.*

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

Staff Comment: *Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.*

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

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

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

Staff Comment: *No deviations are requested on this final plat.*

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

Staff Comment: *Planning staff recommends approval of the final plat with the conditions outlined in the Recommended Motion below.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

ELECTRIC –

Electric utilities will be provided to the property by the City. The City will extend the utilities across the interstate and to the development. Easements have been provided to the Electric Division.

WATER –

Water is to be provided by WaterOne. The applicant will work with the appropriate water district for approval and installation.

SANITARY SEWER –

Sanitary sewer will be provided by the City of Gardner. The utilities will be extended across the interstate and a new lift station will need to be installed generally located along the southern portion of the project in its entirety and located outside of all detention and stream setback areas. The sanitary sewer line locations will be further defined with the public improvement plans. After the location of the lift station is determined, Utilities staff will work with the applicant for any necessary easements and access drives beyond this phase.

STORM SEWER –

Storm sewer improvements are provided for with the proposed storm water detention and drainage areas. A final storm water study has been submitted and comments are being addressed with the Public Works Department. The final study will need to be approved prior to the release of the plat for recording.

ROADWAY NETWORK & VEHICULAR ACCESS –

The applicant is planning to extend 178th Street, Shady Bend Road and 177th Terrace as part of this phasing on the development.

SIDEWALKS –

The Neighborhood Local street design requires a 5’ sidewalk along both sides of the street. A deviation to allow for all lots either to be adjacent to a trail or to have a sidewalk has been approved.

The arterial street is to have a 10’ trail on the south side and the collector will require a 5’ sidewalk on both sides. These will be designed and constructed with the street and reviewed and approved by the City Engineer.

NEW CENTURY AIRCENTER –

The subject property is within the New Century AirCenter Airport Interest Area and within 1 mile of airport owned property and as previously mentioned will need to obtain approval from the Johnson County Airport Board and the Johnson County Board of County Commissioners.

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication. The applicant is paying for and constructing the new arterial street, New Trails Parkway, which is what the excise tax is earmarked for. The exemption states, "The reasonable cost for construction to City standards of a major street abutting and serving land included in the plat, required by the City and accepted as a condition for approval of a plat. Reasonableness of costs shall be determined by the City Engineer based on information presented to the City." The City is working with the applicant on this.

ATTACHMENTS

I. Final development plan document
II. Final plat document
III. Street Tree Plan

ACTIONS

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

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

EFFECT OF DECISION

Final Development Plan – Approval of a final development plan shall authorize the applicant to apply for a building permit and other applicable permits. The Director may approve minor amendments to approved final development plans without the refiling of a new application, but in no event shall the Director approve any change that does not qualify for an administrative site plan, or any change that is different from any condition of approval of the final development plan.

Final Plat – If the Planning Commission approves or conditionally approves the final plat, the plat shall be forwarded to the Governing Body with a recommendation that they accept dedication of land for public purposes such as easements, rights-of-way and public facilities. The approval of the final plat; acceptance of the dedication of land for public purposes; finding that the construction plans for any utilities, infrastructure or public facilities meet all City technical specifications; and payment of the excise tax if applicable, authorizes the filing of the plat with the Johnson County Records and Tax Administration. Any approval with conditions or exceptions to the rules shall be

clearly stated on the plat. Any plat not recorded within two years from the date of acceptance of land by the Governing Body shall be null and void. Upon approval of the final plat, dedications, and construction plans and recording of the plat, the applicant may proceed with the construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.

RECOMMENDATION – FINAL DEVELOPMENT PLAN

Staff recommends approval of the final development plan for Prairie Trace Meadows 1st Phase in the Recommended Motion below.

Recommended Motion:

After review of application FDP-21-03, a final development plan for Prairie Trace Meadows, on a portion of tax ID CF231429-3002 and final development plan dated April 5, 2021, and staff report dated May 24, 2021, the Planning Commission approves the application as proposed.

RECOMMENDATION – FINAL PLAT

Staff recommends approval of the final plat for Prairie Trace Meadows, First Phase with the conditions outlined in the Recommended Motion below.

Recommended Motion:

After review of application FP-21-02, a final plat for Prairie Trace Meadows, a portion of tax ID CF231429-3002, and final plat dated April 5, 2021 and staff report dated May 24, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

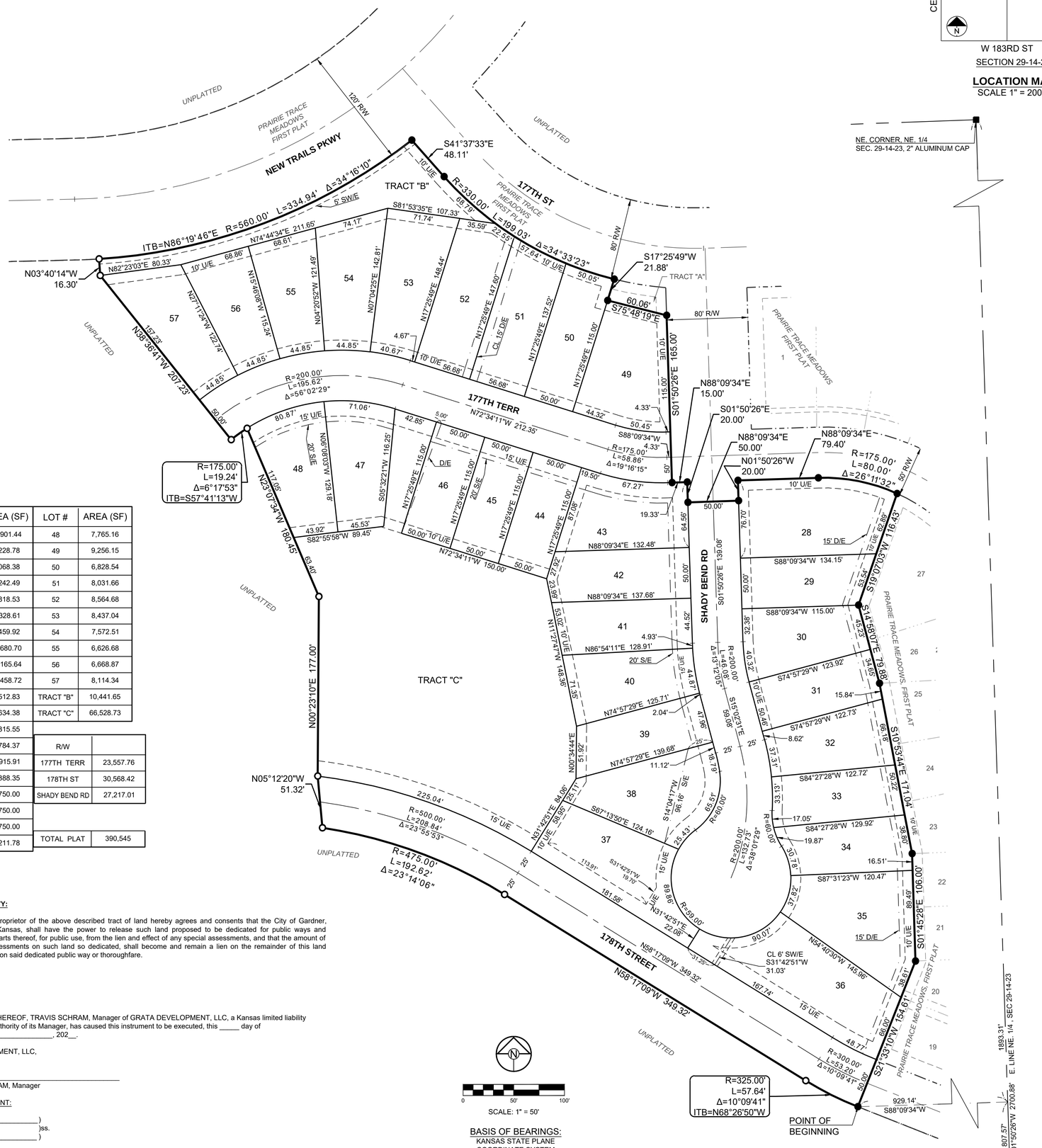
1. Revise the plat to provide the full street names.
2. The application shall be reviewed and approved by the Johnson County Board of County Commissioners prior to the recording of the plat.
3. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

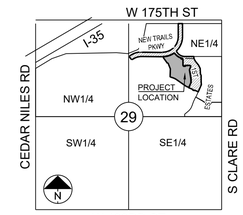
and recommends the Governing Body accept the dedication of right-of-way and easements.

FINAL PLAT OF

PRAIRIE TRACE MEADOWS, SECOND 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'

LOT #	AREA (SF)	LOT #	AREA (SF)
28	10,901.44	48	7,765.16
29	6,228.78	49	9,256.15
30	7,068.38	50	6,828.54
31	6,242.49	51	8,031.66
32	6,818.53	52	8,564.68
33	6,328.61	53	8,437.04
34	6,459.92	54	7,572.51
35	10,680.70	55	6,626.68
36	13,165.64	56	6,668.87
37	10,458.72	57	8,114.34
38	9,512.83	TRACT "B"	10,441.65
39	6,634.38	TRACT "C"	66,528.73
40	7,315.55		
41	6,784.37		
42	6,915.91		
43	8,388.35		
44	5,750.00		
45	5,750.00		
46	5,750.00		
47	7,211.78		

R/W	
177TH TERR	23,557.76
178TH ST	30,568.42
SHADY BEND RD	27,217.01
TOTAL PLAT	390,545

DESCRIPTION:

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

Commencing at the Southeast corner of the said Northeast One-Quarter; thence along the East line of the said Northeast One-Quarter, North 01 degrees 50 minutes 26 seconds West, a distance of 807.57 feet; thence South 88 degrees 09 minutes 34 seconds West, a distance of 929.14 feet to the Southwest corner of 178th Street right-of-way as platted in PRAIRIE TRACE MEADOWS, FIRST PLAT, a subdivision of land in the said City of Gardner, said point being the Point of Beginning; thence along a curve to the right, having and initial tangent bearing of North 68 degrees 26 minutes 50 seconds West, a radius of 325.00 feet, a central angle of 10 degrees 09 minutes 41 seconds and an arc length of 57.64 feet; thence North 58 degrees 17 minutes 09 seconds West, a distance of 349.32 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 475.00 feet, a central angle of 23 degrees 14 minutes 06 seconds and an arc length of 192.62 feet; thence North 05 degrees 12 minutes 20 seconds West, a distance of 51.32 feet; thence North 00 degrees 23 minutes 10 seconds East, a distance of 177.00 feet; thence North 23 degrees 07 minutes 34 seconds West, a distance of 180.45 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 57 degrees 41 minutes 13 seconds West, a radius of 175.00 feet, a central angle of 06 degrees 17 minutes 53 seconds and an arc length of 19.24 feet; thence North 38 degrees 36 minutes 41 seconds West, a distance of 207.23 feet; thence North 03 degrees 40 minutes 14 seconds West, a distance of 16.30 feet to a point of curvature on the South right-of-line of New Trails Parkway as platted in said PRAIRIE TRACE MEADOWS, FIRST PLAT; thence along the Southerly line of said PRAIRIE TRACE MEADOWS, FIRST PLAT for the remaining seventeen courses, along a curve to the left, having an initial tangent bearing of North 86 degrees 19 minutes 46 seconds East, a radius of 560.00 feet, a central angle of 34 degrees 16 minutes 10 seconds , and an arc length of 334.94 feet; thence South 41 degrees 37 minutes 33 seconds East, a distance of 48.11 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having 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 South 17 degrees 25 minutes 49 seconds West, a distance of 21.88 feet; thence South 75 degrees 48 minutes 19 seconds East, a distance of 60.06 feet; thence South 01 degrees 50 minutes 26 seconds East, a distance of 165.00 feet; thence North 88 degrees 09 minutes 34 seconds East, a distance of 15.00 feet; thence South 01 degrees 50 minutes 26 seconds East, a distance of 20.00 feet; thence North 88 degrees 09 minutes 34 seconds East, a distance of 50.00 feet; thence North 01 degrees 50 minutes 26 seconds West, a distance of 20.00 feet; thence North 88 degrees 09 minutes 34 seconds East, a distance of 79.40 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having 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 19 degrees 07 minutes 03 seconds West, a distance of 116.43 feet; thence South 14 degrees 58 minutes 07 seconds East, a distance of 79.88 feet; thence South 10 degrees 53 minutes 44 seconds East, a distance of 171.04 feet; thence South 01 degrees 45 minutes 28 seconds East, a distance of 106.00 feet; thence South 21 degrees 33 minutes 10 seconds West, a distance of 154.61 feet to the Point of Beginning, and containing 8.9657 acres, more or less.

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, SECOND 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:

TRACTS "B" and "C" shall be owned and maintained by the homes association or their authorized representatives thereof and are to be used for detention and stormwater quality features, open space and natural areas.

Should the presence of waterfowl on wet detention basins become an observed hazard to the operations of the New Century AirCenter, the owner of such detention basins agrees to identify and complete, without unreasonable delay, mitigation efforts. Owner shall then notify Airport Commission staff of the mitigation efforts completed and Airport Commission staff shall thereafter confirm whether the previously observed hazard has been mitigated. If owner disagrees with the observed hazard finding or the determination as to whether the previously observed hazard has been mitigated, owner shall have the right to appear before the Johnson County Airport Commission for a determination of the issue.

APPROVALS:

PLANNING COMMISSION:

APPROVED BY, the Planning Commission of the City of Gardner, Johnson County, Kansas this ___ day of _____, 202__.

_____
Scott Boden, Chair

MAYOR:
ACCEPTANCE OF DEDICATIONS AND EASEMENTS BY, the Governing Body of the City of Gardner, Johnson County, Kansas this ____ day of _____, 202__.

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 _____, 202__.

GRATA DEVELOPMENT, LLC,

_____
By: TRAVIS SCHRAM, Manager

ACKNOWLEDGMENT:

STATE OF _____)
)ss.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 202__, 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

SCALE: 1" = 50'

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

LEGEND:

- FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR WITH KSLS 54 CAP UNLESS OTHERWISE NOTED
- 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

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 Maps 20091C0121G and 20091C0122G 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.

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 KANSAS LAND SURVEYOR

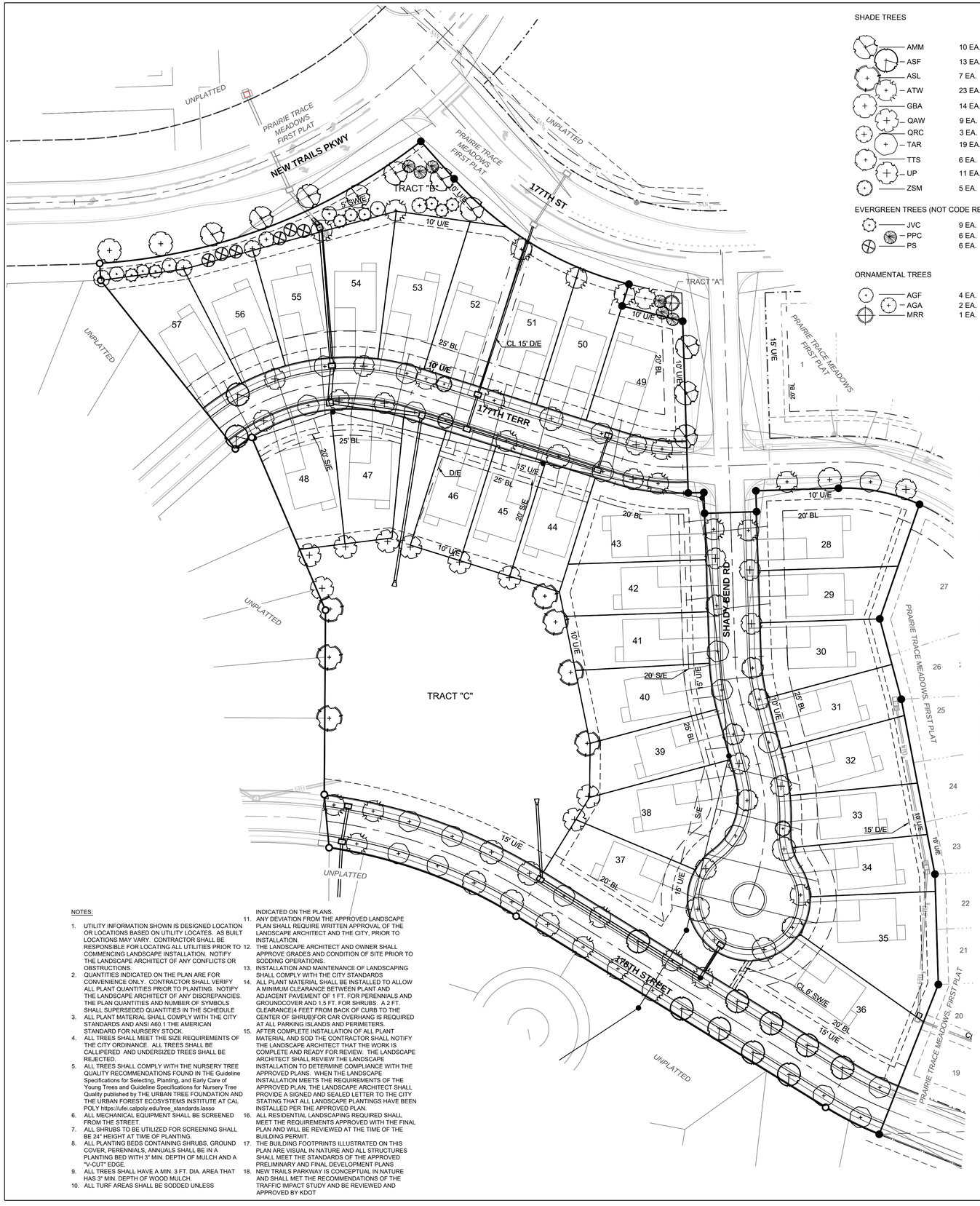
Aaron T. Reuter - Land Surveyor
KS# LS-1429

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

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 02-25-2021	FINAL PLAT OF PRAIRIE TRACE MEADOWS SECOND PLAT
DRAWN BY JWT	
CHECKED BY SCH	
PROJ. NO. 20-226	SHEET NO. 1



SHADE TREES

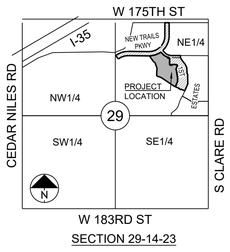
AMM	10 EA.	Acer miyabei 'Morton'	State Street Miyabe Maple	2.5" Cal.	B&B
ASF	13 EA.	Acer saccharum 'Fall Fiesta'	Fall Fiesta Sugar Maple	2.5" Cal.	B&B
ASL	7 EA.	Acer saccharum 'Legacy"	Legacy Sugar Maple	2.5" Cal.	B&B
ATW	23 EA.	Acer truncatum 'Warrenrd'	Pacific Sunset Maple	2.5" Cal.	B&B
GBA	14 EA.	Ginkgo biloba "Autumn Gold"	Autumn Gold Ginkgo	2.5" Cal.	B&B
QAW	9 EA.	Quercus alba	White Oak	2.5" Cal.	B&B
QRC	3 EA.	Quercus robur 'Crimson Spire'	Crimson Spiret Oak	2.5" Cal.	B&B
TAR	19 EA.	Tilia americana 'Redmond'	Redmond Linden	2.5" Cal.	B&B
TTS	6 EA.	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2.5" Cal.	B&B
UP	11 EA.	Ulmus parvifolia	Lacebark Elm	2.5" Cal.	B&B
ZSM	5 EA.	Zelkova serrate 'Musashino'	Musashino Columnar Zelkova	2.5" Cal.	B&B

EVERGREEN TREES (NOT CODE REQUIRED SO CODE REQUIREMENTS DO NOT APPLY)

JVC	9 EA.	Juniperus virginiana 'Canaertii'	Canaert Juniper	6' ht.	B&B
PPC	6 EA.	Picea pungens	Colorado Spruce	6' ht.	B&B
PS	6 EA.	Pinus strobus	White Pine	6' ht.	B&B

ORNAMENTAL TREES

AGF	4 EA.	Acer ginnala 'Flame'	Flame Amur Maple	2" Cal. & 8' ht.	B&B
AGA	2 EA.	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	2" Cal. & 8' ht.	B&B
MRR	1 EA.	Malus sp. 'Royal Raindrops'	Royal Raindrops Crabapple	2" Cal. & 8' ht.	B&B



SECTION 29-14-23

LOCATION MAP
SCALE 1" = 2000'

MEADOWS DETACHED SINGLE FAMILY LANDSCAPE DATA:

CHAPTER 17.04 SUBDIVISION STANDARDS
17.04.010 Street Networks and Street Design
177TH TERRACE, 178TH STREET, SHADY BEND ROAD AND HOUSTON STREET

Type	Local-Neighborhood (L-N)
Planting Type Per Code	Tree Lawn
Planting Type Proposed	Tree Lawn
Tree Spacing Per Code	25'-40' on center
Tree Spacing Proposed	1 per 40' along tracts to be installed by developer 1 per 40' on lots by home builder
Shady Bend Road Tree Quantity Require Per Code(450/40=12 per side)	12 Trees Per Side
Shady Bend Road Tree Quantity Provided	12 Trees Per Side
177th Terr. Tree Quantity Require Per Code(450/40=12 per side)	12 Trees Per Side
177th Terr. Tree Quantity Provided	12 Trees Per Side
177th Terr. East of Shady Bend (South Side Only) Tree Quantity Require Per Code(787/40=4)	4 Trees Per Side (South side only)
177th Terr. Tree Quantity Provided	4 Trees Per Side (South side only)
178th St. Tree Quantity Require Per Code(606/40=15 per side)	15 Trees Per Side
178th St. Tree Quantity Provided	15 Trees Per Side (16 trees on north side)
Street Tree Location Per Code	Between the curb and sidewalk
Street Tree Location Proposed	Between the curb and sidewalk as required by City staff

NOTE: AS REQUIRED BY STAFF ARE BE PLACED BETWEEN THE SIDEWALK AND CURB.

CHAPTER 17.07 BUILDING STANDARDS
17.07.030 Building Design Standards

Frontage Type Required by Code	Neighborhood Yard;Terrace(limited)
Frontage Type Proposed	Neighborhood Yard
17.07.050 Frontage Design	
Frontage Type Proposed	Neighborhood Yard
Depth Minimum Per Code	25'
Depth Proposed	25'
Trees Required	1 small tree for every 50' feet of frontage; OR 1 medium or large tree for every 100' of frontage (in addition to required street trees) Deviation requested see deviation section below and narrative
Trees Provided	
Allocation of Landscape Space Required	Allocation of space shall be: hardscape 39% rectangular lot 45.4 for cul de sac

CHAPTER 17.08 SITE AND LANDSCAPE STANDARDS
17.08.030.A Landscape Design Standards Table 8-1 Landscape Requirements

Frontage Landscape Required	See below CHAPTER 17.07 SECTION 17.07.050
Foundation Landscape Required	None
Buffer Landscape Required	None per table 8-2 Buffer Planting Requirements
Civic or Open Space Landscape Required	No Code Required Open Space In This Phase So Not Required
Other Open Areas Landscape Required(PER STAFF THIS IS REQUIRED ON EACH LOT)	1 tree per 10,000 s.f. and 1 shrub per 5,000 s.f. and Lawn
Other Open Areas Landscape Provided	Deviation requested see deviation section below and narrative
Tract A Landscape Required Per Code	Per City Staff none required since not Code Required Open Space
Tract A Landscape Provided	Entry Landscape Per Owner Discretion
17.08.030.C Tree Diversity	
Species diversity required by code	5-10 trees req. 2 geus min 50% max of 1 species, 11-20 trees req. 3 genus and 5 species 33% max of 1 species, 21-50 trees req 3 genus and 5 species 20% max of 1 species
Species diversity provided	At least 3 genus; AND At least 5 species. No more than 20% of any one species

LANDSCAPE DEVIATIONS GRANTED WITH PRELIMINARY PLAN:

CHAPTER 17.08 SITE AND LANDSCAPE STANDARDS
17.08.030.A Landscape Design Standards Table 8-1 Landscape Requirements

Other Open Areas Landscape Required	1 tree per 10,000 s.f. and 1 shrub per 5,000 s.f. and Lawn
Other Open Areas Landscape Provided	DEVIATION REQUESTED Landscape provided per HOA standards see narrative

CHAPTER 17.07 BUILDING STANDARDS
17.07.050 Frontage Design

Trees Required	1 small tree for every 50' feet of frontage; OR 1 medium or large tree for every 100' of frontage (in addition to required street trees)
Trees Provided	DEVIATION REQUESTED Landscape provided per HOA standards see narrative

0 60' 120'
SCALE: 1" = 60'

NOTES:

1. UTILITY INFORMATION SHOWN IS DESIGNED LOCATION OR LOCATIONS BASED ON UTILITY LOCATES. AS BUILT LOCATIONS MAY VARY. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO COMMENCING LANDSCAPE INSTALLATION. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. QUANTITIES INDICATED ON THE PLAN ARE FOR CONVENIENCE ONLY. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. THE PLAN QUANTITIES AND NUMBER OF SYMBOLS SHALL SUPERSEDED QUANTITIES IN THE SCHEDULE
3. ALL PLANT MATERIAL SHALL COMPLY WITH THE CITY STANDARDS AND ANSI A60.1 THE AMERICAN STANDARD FOR NURSERY STOCK.
4. ALL TREES SHALL MEET THE SIZE REQUIREMENTS OF THE CITY ORDINANCE. ALL TREES SHALL BE CALLIPERED AND UNDERSIZED TREES SHALL BE REJECTED.
5. ALL TREES SHALL COMPLY WITH THE NURSERY TREE QUALITY RECOMMENDATIONS FOUND IN THE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees and Guideline Specifications for Nursery Tree Quality published by THE URBAN TREE FOUNDATION AND THE URBAN FOREST ECOSYSTEMS INSTITUTE AT CAL POLY https://ufei.calpoly.edu/tree_standards.lasso
6. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM THE STREET.
7. ALL SHRUBS TO BE UTILIZED FOR SCREENING SHALL BE 24" HEIGHT AT TIME OF PLANTING.
8. ALL PLANTING BEDS CONTAINING SHRUBS, GROUND COVER, PERENNIALS, ANNUALS SHALL BE IN A PLANTING BED WITH 3" MIN. DEPTH OF MULCH AND A "V-CUT" EDGE.
9. ALL TREES SHALL HAVE A MIN. 3 FT. DIA. AREA THAT HAS 3" MIN. DEPTH OF WOOD MULCH.
10. ALL TURF AREAS SHALL BE SODDED UNLESS INDICATED ON THE PLANS.
11. ANY DEVIATION FROM THE APPROVED LANDSCAPE PLAN SHALL REQUIRE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT AND THE CITY, PRIOR TO INSTALLATION.
12. THE LANDSCAPE ARCHITECT AND OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SODDING OPERATIONS.
13. INSTALLATION AND MAINTENANCE OF LANDSCAPING SHALL COMPLY WITH THE CITY STANDARDS
14. ALL PLANT MATERIAL SHALL BE INSTALLED TO ALLOW A MINIMUM CLEARANCE BETWEEN PLANT AND ADJACENT PAVEMENT OF 1 FT. FOR PERENNIALS AND GROUNDCOVER AND 1.5 FT. FOR SHRUBS. A 2 FT. CLEARANCE(4 FEET FROM BACK OF CURB TO THE CENTER OF SHRUB)FOR CAR OVERHANG IS REQUIRED AT ALL PARKING ISLANDS AND PERIMETERS.
15. AFTER COMPLETE INSTALLATION OF ALL PLANT MATERIAL AND SOD THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT THAT THE WORK IS COMPLETE AND READY FOR REVIEW. THE LANDSCAPE ARCHITECT SHALL REVIEW THE LANDSCAPE INSTALLATION TO DETERMINE COMPLIANCE WITH THE APPROVED PLANS. WHEN THE LANDSCAPE INSTALLATION MEETS THE REQUIREMENTS OF THE APPROVED PLAN, THE LANDSCAPE ARCHITECT SHALL PROVIDE A SIGNED AND SEALED LETTER TO THE CITY STATING THAT ALL LANDSCAPE PLANTINGS HAVE BEEN INSTALLED PER THE APPROVED PLAN.
16. ALL RESIDENTIAL LANDSCAPING REQUIRED SHALL MEET THE REQUIREMENTS APPROVED WITH THE FINAL PLAN AND WILL BE REVIEWED AT THE TIME OF THE BUILDING PERMIT.
17. THE BUILDING FOOTPRINTS ILLUSTRATED ON THIS PLAN ARE VISUAL IN NATURE AND ALL STRUCTURES SHALL MEET THE STANDARDS OF THE APPROVED PRELIMINARY AND FINAL DEVELOPMENT PLANS
18. NEW TRAILS PARKWAY IS CONCEPTUAL IN NATURE AND SHALL MET THE RECOMMENDATIONS OF THE TRAFFIC IMPACT STUDY AND BE REVIEWED AND APPROVED BY KDOT

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 W 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400
WWW.SCHLAGELASSOCIATES.COM

PRAIRIE TRACE MEADOWS - 2ND PLAT
FINAL DEVELOPMENT PLAN

175TH ST & I-35 HWY. GARDNER, KANSAS

REVISION DATE	DESCRIPTION
1 DATE	DESCRIPTION 1
2	
3	
4	
5	
6	
7	
8	

DRAWN BY: SCH	CHECKED BY: SCH
DATE PREPARED:	PROJ. NUMBER: 20-226

LANDSCAPE PLAN

SHEET
L1.0

I:\PROJECTS\2020\20-226\3.0 Design\3.0 DWG Plans\3.0 FDP\20-226 FDP LP.dwg, 5/18/2021 1:03:51 PM, 1:1

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

FINAL PLAT APPLICATION

Pre-App Date _____
Fee _____
File No. _____

OWNER INFORMATION

Name(s) GRATA DEVELOPMENT, LLC
Contact TRAVIS SCHRAM, MANAGER
Address 6300 W. 143RD STREET, SUITE 200
City OVERLAND PARK State KANSAS Zip 66223
Phone 913-732-4778 Email TRAVIS@GRATA.LAND

APPLICANT/AGENT INFORMATION

Name(s) SCHLAGEL & ASSOCIATES, P.A.
Contact MARK BREUER, PE
Address 14920 W. 107TH STREET
City LENEXA State KANSAS Zip 66215
Phone 913-492-5158 Email MAB@SCHLAGELASSOCIATES.COM

SITE INFORMATION

Property Address/Location PRAIRIE TRACE MEADOWS 2ND PLAT S. CLARE ROAD &
Legal Description (Attach If Necessary) SEE THE ATTACHED LEGAL DESCRIPTION
Number of Existing Lots 0 Number of Proposed Lots 30 LOTS (2 TRACT)
Total Site Area _____ Present Zoning RP-2, RP-1
Number of Existing Structures 0 Present Land Use VACANT
Proposed Street Design Type(s) & Class Suburban
Proposed Type(s) Open & Civic Space Natural Area, Trail Greenway, Park
Proposed Frontage Type(s) Suburban and Neighborhood
Proposed Building Types(s) Detached Homes - Suburban and Neighborhood

SIGNATURE

I/We, the undersigned am/are the **(owner(s)), (duly authorized agent), (Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for final plat as indicated above.

Signature(s): _____ Date 3/1/2021

_____ Date _____

GARDNER KANSAS

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

Written explanations for any items not checked or checked "No" (attach additional sheets, if necessary):

Application Submittal Requirements No. 5 Developer is currently putting together the Covenants and Restrictions.

No. 7 No Floodplain modeling is required.

Flat Plat Document Requirements No. 15 No Stream corridor boundary is required.

I hereby submit all information required for final plat review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted. By signing this application, I acknowledge that all public streets and public infrastructure within the plat shall conform to the applicable minimum design standards set forth in the Gardner Municipal Code and the Technical Specifications.

Signature of Applicant

3/1/2021

Date

GARDNER KANSAS

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

OWNER AFFIDAVIT

I/WE GRATA DEVELOPMENT, LLC, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 1st day of March, 2021, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

   See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize SCHLAGEL & ASSOCIATES, P.A. (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding PRAIRIE TRACE ESTATES SECOND PLAT (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation of partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Owner

Owner

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me on this 1st day of March, 2021, by

My Commission Expires:

Notary Public

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

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: JUNE 07, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the purchase of Quick Valve Startup Kit & Sleeves equipment from Olathe Winwater

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Line Maintenance

Board/Commission Recommendation:
On May 6, 2021, the Utility Advisory Commission approved a recommendation to City Council for the purchase of Quick Valve Startup Kit & Sleeves from Olathe Winwater for the amount of $49,925.00.

Staff Recommendation:
Staff recommends that the City Council authorize the purchase of Quick Valve Startup Kit & Sleeves equipment from Olathe Winwater for the amount of $49,925.00.

Background/Description of Item:
The Utilities Department Line Maintenance Division is responsible for the operation and maintenance of 135 miles of waterlines, 2,369 valves and 1,161 fire hydrants within the city limits. These numbers grow annually as more and more developments come to our community. When these assets need to be repaired or replaced, water shutoffs are required. These shutoffs can impact a large number of residents for long periods of time due to the current configuration of the water system.

The Line Maintenance Division has installed multiple types of insertion valves within the system to help resolve issues within the water system. In the past 2 years, these valves have been installed near Gardner Lake and in the Parma neighborhood to dramatically reduce the number of residents without water during a repair. The insertion valve systems provide benefits and value to the community as it relates to no water shutoffs off during installation, no service interruptions to residents, no customer required notifications, and no loss of pipe integrity to the existing main. With the introduction of these valves, the city can help reduce the effects to residents during possible emergencies, routine repairs, and maintenance of the existing system.

Bidding Process:
The Line Maintenance Division requested estimates from three suppliers for the purchase of a resilient gate valve installation system.

Supply Company:	Quote:
Olathe Winwater	$49,925.00
Salina Supply Company	$52,245.70
Core & Main	$63,920.00

The requirement was that the valve must be able to be installed while the water system is under pressure. This will allow Line Maintenance staff to perform routine and emergency repairs in a manner that will allow for fewer residents to be without water and still provide quality drinking water.

Financial Impact:
Funding for the project is available from the 2021 Water Budget.

Attachments included:

a. May 6, 2021 UAC Staff Report and quote
b. May 6, 2021 UAC Meeting Minutes Excerpt

Suggested Motion:
Authorize the purchase of Quick Valve Startup Kit & Sleeves equipment from Olathe Winwater in an amount not to exceed $49,925.00.

UTILITY ADVISORY COMMISSION
STAFF REPORT **NEW BUSINESS ITEM #1**
MEETING DATE: MAY 6, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council for the Utilities Department Line Maintenance Division to purchase a Quick Valve Startup Kit & sleeves from Olathe Winwater for the amount of $49,925.00.

Background:

The City of Gardner Utilities Department, Line Maintenance Division is responsible for the operation and maintenance of 135 miles of waterlines, 2,369 valves and 1,161 fire hydrants within the City limits of Gardner. These numbers grow annually as more and more developments come to our community. These items range in age from brand new installs to approaching the end of their useful life and everything in between. When these assets need replacement or repair, water shutoffs are required and this can impact a large number of residents for long periods of time due to the current configuration of the water system.

The line maintenance division has investigated and installed both types of insertion valves at various times within the system to help resolve issues within the water system. Over the past 2 years these valves have been installed near Gardner Lake and within the Parma neighborhood to dramatically reduce the number of residents without water during a repair. The insertion valve systems provide benefits and value to the community as it relates to no water shutoff during installation, no service interruptions to residents, no customer required notifications, and no loss of pipe integrity to the existing main. With the introduction of these capabilities to the Line Maintenance department the City can help reduce the effects to residents during possible emergencies, routine repairs and maintenance of the existing system.

The Utilities department is also participating in the review of new developments to determine if the designs have adequate and appropriately placed valves to help reduce future impacts on residents during a water shutoff.

Bidding Process:

The Line Maintenance Division requested estimates from three different equipment suppliers for the purchase of a resilient gate valve installation system. The requirement was that the system must be able to be installed while the water system is under pressure. There were three (3) suppliers that provided quotes to the City of Gardner for this equipment as follows:

Supply Company:	Location:	Quote:
Olathe Winwater	1165 W 149th St, Olathe, KS	$49,925.00
Salina Supply Company	302 N Santa Fe St, Salina, KS	$52,245.70
Core & Main	14701 E 116th St N, Owasso, OK	$63,920.00

This will allow Line Maintenance staff to perform routine and emergency repairs in a manner that will allow for fewer residents to be without water and still provide quality drinking water.

Staff and Committee Recommendation:

Consider a recommendation to the City Council for the Utilities Department Line Maintenance Division to purchase the Quick Valve Startup Kit & sleeves from Olathe Winwater for the amount of $49,925.00.

Attachments:

- Olathe Winwater Quote
- ROMAC Quickvalve Brochure

OLATHE Winwater™ COMPANY

1165 W 149 STREET
OLATHE, KS 66061

PHONE (913) 829-3300
FAX (913) 829-3993

Job Name
2021 Romac Quik valve Pricing

Quote No.	Date	Page
0016022	3/05/21	1
Expiration Date		2/26/21
Revised Date		3/04/21
Bid Due Date		1/27/21

Quoted To Customer

CITY OF GARDNER
120 E MAIN ST
GARDNER, KS 66030-1310

Phone (913) 856-7535
Fax (913) 856-2351

Quoted By

Gavin Fouts
gkfouts@winwaterworks.com
(913) 829-3300

Customer	Payment Terms	Quoted To	Salesperson	FOB
015315	NET 30 DAYS	Ted Manes	GAVIN FOUTS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	1	ROMAC QUIKVALVE STARTUP KIT PART #364-00	43550.0000		43550.00
		SUBTOTAL			**43550.00**
5.0	1	6" ROMAC QUIKVALVE SLEEVE PART #2	1500.0000		1500.00
6.0	1	6" ROMAC INSERTION VALVE PART #361-06SS	1400.0000		1400.00
7.0	1	8" ROMAC QUIKVALVE SLEEVE PART #3	1850.0000		1850.00
8.0	1	8" ROMAC INSERTION VALVE PART #361-08SS	1625.0000		1625.00
		SUBTOTAL			**6375.00**
		SUBTOTAL			

1. This quotation is itemized for information only. Although effort has been made to include all material needed, this is not necessarily a complete list.
2. The prices are subject to change without notice, and also subject to any federal, state, city or other taxes that may apply.
3. We are not responsible for damages resulting from strikes, delays by carrier, or causes beyond our control.
4. This quotation is not to be considered a contract and we reserve the right to retract this and any quotation at any time for any reason.

Tax Area Id		
170912503	Net Sales	49,925.00
	Freight	.00
	Tax	.00
	Quotation Total	49,925.00

RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2021-10
May 6, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on May 6, 2021, at City Hall. Present were Vice-Chairperson Jake Wells, Commissioner Bryce Augustine, Commissioner Gary Williams, Commissioner Barbara Coleman, Utilities Department Director Gonzalo Garcia, Line Maintenance Superintendent Teddy Manes and one member of the public. Chairperson Kristina Harrison and Administrative Assistant Erin Groh were not in attendance.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Vice-Chairperson Jake Wells.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **Standing approval of the minutes as written for the April 1, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Coleman, seconded by Commissioner Williams, to approve the Consent Agenda.
Motion carried 4-0 Aye

NEW BUSINESS

1. **Consider a recommendation to the City Council for the Utilities Department Line Maintenance Division to purchase a Quick Valve Startup Kit & sleeves from Olathe Winwater for the amount of $49,925.00.**

Teddy Manes, Line Maintenance Superintendent presented the staff report. Manes explained that our water system has 2,369 valves and 1,161 fire hydrants. The system ranges from new valves all the way to older valves that have almost reached the end of their usefulness. The biggest impact of the Quick Valve Startup and sleeves would be that it would reduce the stress and impact on customers when we're performing maintenance or shutting down a water line because we're having to put in a new water valve in versus being able to surgically insert a valve, and not having to shut the water down and not harm the integrity of the existing pipe. It allows for no interruption of service to the customer. In the past there had been times where up to 130 homes were without water and a water main would have to be shut down. Staff would have to notify customers and sometimes in an emergency situation staff would have to just go out and work and wouldn't have time to notify people. Manes was asked by Commissioner Augustine how long it typically takes to fix a valve and he explained that sometimes it can take up to 6-12 hours where customers are without water. Commissioner Williams asked how long the Quick Valves would last and Manes replied that they last about 50 years or more, rated just the same as a mechanical joint valve. Commissioner Augustine asked if Line Maintenance staff has had any training to install the valves and Manes said that as part of the purchase of these valves, staff will all be trained on how to install them.

Motion by Commissioner Augustine, seconded by Commissioner Coleman, to forward the recommendation to the City Council to purchase a Quick Valve Startup Kit and sleeves from Olathe Winwater for the amount of $49,925.00.

Motion carried 4-0 Aye

DRAFT

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: JUNE 7, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting an ordinance authorizing the addition of area to the Main Street Market Place Community Improvement District and amending Ordinance No. 2601

Strategic Priority: Promote Economic Development; Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance authorizing the addition of area to the Main Street Market Place Community Improvement District in the City of Gardner, Kansas, and amending Ordinance No. 2601 of the City (Main Street Market Place CID).

Background/Description of Item:
The purpose of the amendment is to expand the district boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in the district, but the southwest portion of the property is located outside the district. The proposed amendment to the CID would add this southwest portion of the Freddy's site so that the entire Freddy's property, as well as an additional smaller pad site, is included in the district.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Attachments:
- Ordinance No. 2703

Suggested Motion:
Adopt Ordinance No. 2703, an ordinance authorizing the addition of area to the Main Street Market Place Community Improvement District in the City of Gardner Kansas, and amending Ordinance No. 2601 of the City (Main Street Market Place CID).

ORDINANCE NO. 2703

AN ORDINANCE AUTHORIZING THE ADDITION OF AREA TO THE MAIN STREET MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF GARDNER, KANSAS, AND AMENDING ORDINANCE NO. 2601 OF THE CITY (MAIN STREET MARKET PLACE CID).

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*. (the "Act"), the City of Gardner, Kansas (the "City"), is authorized to create community improvement districts and to provide for financing of certain costs associated with projects within community improvement districts;

WHEREAS, pursuant to the Act, Ordinance No. 2601 of the City, passed on February 18, 2019, and other proceedings of the City, the Governing Body of the City established a community improvement district known as the "Main Street Market Place CID," generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City (the "CID");

WHEREAS, the City has received a petition signed by 100% of the owners of property within the CID, and also signed by Mad Partners, LLC, the owner of certain additional property outside of, but contiguous with, the CID (the "Additional Area"), which petition requests that the City consider adding the Additional Area to the existing CID;

WHEREAS, the Act authorizes the City to modify the boundaries of a community improvement district subject to the same procedure for notice and hearing as is required for creating a community improvement district; and

WHEREAS, on June 7, 2021, following proper notice as provided in the Act, the Governing Body of the City held a public hearing on adding the Additional Area to the existing CID;

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

Section 1. The Governing Body of the City hereby finds and determines that it is necessary and desirable to modify the boundaries of the existing CID by adding the Additional Area (as so modified, the "Modified CID") to further promote, stimulate and develop the general and economic welfare of the City.

Section 2. The boundaries of the Modified CID shall be as legally described on ***Exhibit A*** attached hereto and as depicted on the map attached as ***Exhibit B*** hereto. The general nature of the Modified CID project shall be as described on ***Exhibit C*** hereto.

Section 3. The Modified CID is within the boundaries designated by Resolution No. 2080 of the City and published in the notice of the public hearing.

Section 4. ***Exhibits A, B,*** and ***C*** to Ordinance No. 2601 are hereby deleted in their entirety and replaced with ***Exhibits A, B,*** and ***C*** to this Ordinance. Other than as specifically stated herein, this Ordinance shall not alter, vary or affect any of the terms, provisions or conditions of Ordinance No. 2601.

Section 5. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall: (a) record a copy of the same with the Register of Deeds of Johnson County, Kansas; and (b) provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189.

[remainder of page left blank intentionally]

PASSED by the City Council of the City of Gardner, Kansas, on June 7, 2021.

SIGNED by the Mayor of the City of Gardner on June 7, 2021.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

EXHIBIT A

Legal Description of Modified CID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Together with:

Lot 46, White Acres, a subdivision in the City of Gardner, Johnson County, Kansas.

EXHIBIT B

Map of Modified CID
(Additional Area shown cross-hatched)

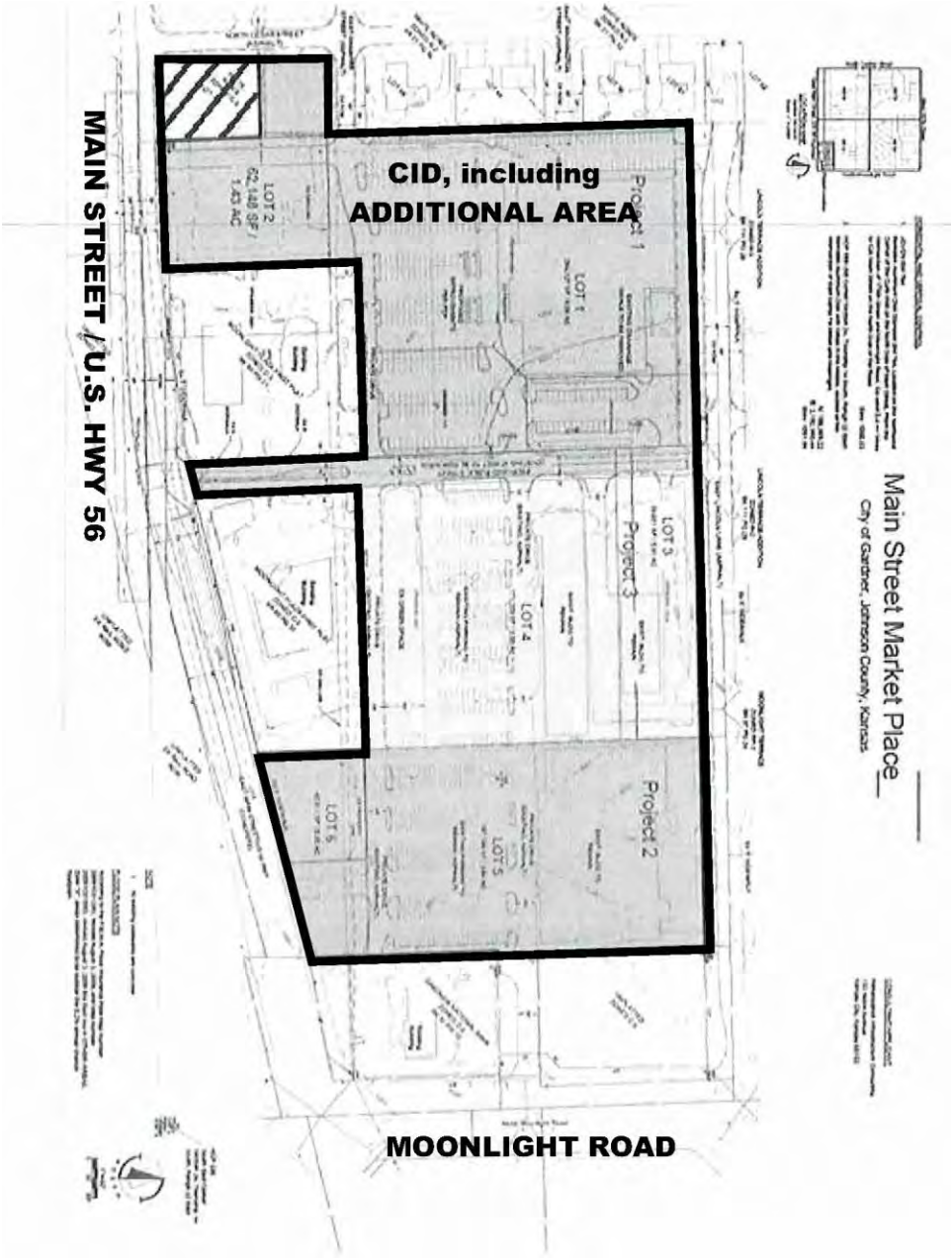


EXHIBIT C

Modified CID Project Description

The general nature of the Modified CID project (the "Project") is: (a) construction of a new grocery store of approximately 60,000 square feet; (b) redevelopment of an existing grocery store building into new commercial uses; (c) façade improvements to the existing Moonlight Plaza shopping center; (d) construction of three (3) pad sites; and (e) related site and parking improvements, all within the Main Street Market Place CID located on the property legally described on ***Exhibit A***.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: JUNE 7, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting an ordinance adding area to a redevelopment district within the city and amending Ordinance No. 2588

Strategic Priority: Promote Economic Development; Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance adding area to a redevelopment district within the City of Gardner, Kansas, pursuant to K.S.A. 12-1770 *et seq.*, as amended, and amending Ordinance No. 2588

Background/Description of Item:
The purpose of the amendment is to expand the district boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in the TIF district, but the southwest portion of the property is located outside the TIF district. The proposed amendment to the TIF district would add this southwest portion of the Freddy's site so that the entire Freddy's property, as well as an additional smaller pad site, is included in the TIF district.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Attachments:
- Ordinance No. 2704

Suggested Motion:
Adopt Ordinance No. 2704, an ordinance adding area to a redevelopment district within the City of Gardner, Kansas, pursuant to K.S.A. 12-1770 *et seq.*, as amended and amending Ordinance No. 2588 of the City (Main Street Market Place Redevelopment District).

ORDINANCE NO. 2704

AN ORDINANCE ADDING AREA TO A REDEVELOPMENT DISTRICT WITHIN THE CITY OF GARDNER, KANSAS, PURSUANT TO K.S.A. 12-1770 *ET SEQ.*, AS AMENDED, AND AMENDING ORDINANCE NO. 2588 OF THE CITY (MAIN STREET MARKET PLACE REDEVELOPMENT DISTRICT).

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the City of Gardner, Kansas (the "City"), is authorized to assist in the development and redevelopment of eligible areas within the City in order to promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities;

WHEREAS, pursuant to the Act, Ordinance No. 2588 of the City, passed on October 15, 2018, and other proceedings of the City, the Governing Body of the City established a tax increment redevelopment district known as the "Main Street Market Place TIF Redevelopment District" generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City (the "Redevelopment District");

WHEREAS, Group Gardner, LLC, as the developer of a portion of the Redevelopment District, has requested that the City modify the boundaries of the Redevelopment District by adding area (the "Additional Area") to the Redevelopment District (as so modified, the "Modified Redevelopment District");

WHEREAS, the Act authorizes the City to add area to the Redevelopment District subject to the same procedures for public notice and hearing as is required for the establishment of a redevelopment district; and

WHEREAS, on June 7, 2021, following proper notice as provided in the Act, the Governing Body of the City held a public hearing to consider adding the Additional Area to the Redevelopment District;

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

Section 1. The Governing Body of the City hereby finds and determines that it is necessary and desirable to modify the boundaries of the Redevelopment District by adding the Additional Area to create the Modified Redevelopment District to further promote, stimulate and develop the general and economic welfare of the City.

Section 2. The legal description of the Modified Redevelopment District is set forth on ***Exhibit A*** attached hereto and incorporated herein by reference. A sketch of the area included in the Modified Redevelopment District is attached hereto as ***Exhibit B***.

Section 3. The redevelopment district plan for the Modified Redevelopment District which identifies all of the project areas and identifies in a general manner all buildings, facilities and improvements in each project area that are proposed to be constructed or improved is attached hereto as ***Exhibit C*** and incorporated herein by reference.

Section 4. The Modified Redevelopment District is within the boundaries designated by Resolution No. 2081 of the City and published in the notice of the public hearing.

Section 5. Nothing contained in this Ordinance shall obligate the City to approve any redevelopment project plan, or any amendment to any existing redevelopment project plan, within the Modified Redevelopment District.

Section 6. ***Exhibits A, B,*** and ***C*** to Ordinance No. 2588 are hereby deleted in their entirety and replaced with ***Exhibits A, B,*** and ***C*** to this Ordinance. Other than as specifically stated herein, this Ordinance shall not alter, vary or affect any of the terms, provisions or conditions of Ordinance No. 2588.

Section 7. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

[remainder of page left blank intentionally]

PASSED by the City Council of the City of Gardner, Kansas, on June 7, 2021.

SIGNED by the Mayor of the City of Gardner on June 7, 2021.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE MODIFIED REDEVELOPMENT DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Together with:

Lot 46, White Acres, a subdivision in the City of Gardner, Johnson County, Kansas.

EXHIBIT B

SKETCH OF THE MODIFIED REDEVELOPMENT DISTRICT
(Additional Area shown cross-hatched)

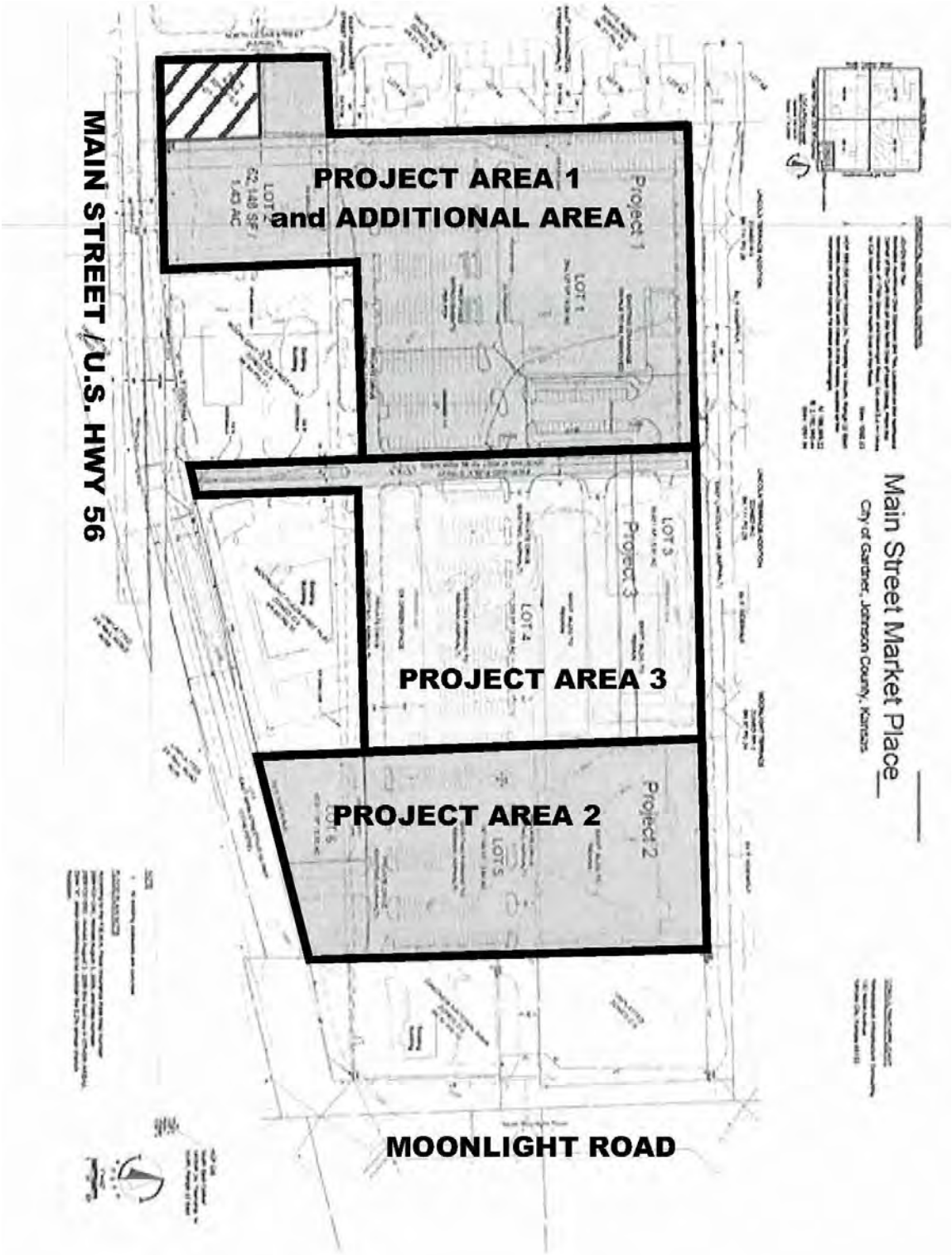


EXHIBIT C

MODIFIED REDEVELOPMENT DISTRICT PLAN

The Modified Redevelopment District consists of three redevelopment project areas, which have cumulative outer boundaries coterminous with the Modified Redevelopment District's boundaries, as generally depicted on ***Exhibit B*** attached hereto and as labeled "Project Area 1", "Project Area 2", and "Project Area 3" thereon, respectively.

The first project area, referred to as Project Area 1, incorporates the Additional Area and includes the following buildings and improvements: a new grocery store of approximately 60,000 square feet, two pad sites to accommodate approximately 7,000 square feet of retail/restaurant use, site improvements, and public improvements, including utility relocations, a public road, new turn lanes along Main Street, and a new traffic signal.

The second project area, referred to as Project Area 2, includes the following buildings and improvements: redevelopment of the existing grocery store building into new commercial uses, a pad site to accommodate approximately 4,000 square feet of retail/restaurant use, and associated site and infrastructure improvements.

The third project area, referred to as Project Area 3, includes the following buildings and improvements: façade improvements to existing buildings, parking lot improvements, and associated site and infrastructure improvements.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: JUNE 7, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting a resolution providing notice of a public hearing to consider an amended redevelopment project plan for a redevelopment district as amended (Main Street Market Place Redevelopment District, Project Area 1)

Strategic Priority: Promote Economic Development; Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution providing notice of a public hearing and to consider amending the redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1).

Background/Description of Item:
The Main Street Market Place TIF District was established by the City in 2018. The TIF Project Plan for Project Area 1 was approved in 2019. The proposed resolution sets a public hearing for the consideration of amending the TIF Project Plan Area 1. The public hearing is set for July 19, 2021, at 7:00 p.m., central standard time, at City Hall, 120 E. Main, Gardner, Kansas.

The purpose of the amendment is to expand the project plan area boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in Project Area 1, but the southwest portion of the property is located outside the project area. The proposed amendment to the TIF Project Plan would add this southwest portion of the Freddy's site so that the entire Freddy's property is included in Project Area 1.

In addition to publishing the resolution setting the public hearing, a copy of the resolution will be sent by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, the Board of Education of Unified School District No. 231 of Johnson County, Kansas, and the Board of Directors of Fire District No.1 of Johnson County, Kansas. Copies of this Resolution also shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the Project Area not more than 10 days following the date of adoption of this Resolution.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Attachments:
- Resolution No. 2083
- Second Amended TIF Project Plan for Project Area 1
- TIF Feasibility Study (Updated 5/18/21)

Suggested Motion:
Adopt Resolution No. 2083, a resolution of the City of Gardner, Kansas, providing for notice of a public hearing to consider an amended redevelopment project plan for a redevelopment district within the City pursuant to K.S.A. 12-1770 *et seq.*, as amended (Main Street Market Place Redevelopment District, Project Area 1).

RESOLUTION NO. 2083

A RESOLUTION OF THE CITY OF GARDNER, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER AN AMENDED REDEVELOPMENT PROJECT PLAN FOR A REDEVELOPMENT DISTRICT WITHIN THE CITY PURSUANT TO K.S.A. 12-1770 *ET SEQ.*, AS AMENDED (MAIN STREET MARKET PLACE REDEVELOPMENT DISTRICT, PROJECT AREA 1).

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"), and Ordinance No. 2588 (the "TIF District Ordinance"), of the City of Gardner, Kansas (the "City"), and in order to promote, stimulate and develop the general and economic welfare of the City, the Governing Body of the City established a redevelopment district known as the "Main Street Market Place TIF Redevelopment District" (the "Original Redevelopment District");

WHEREAS, pursuant to the Act, Ordinance Nos. 2602 and 2685 of the City, passed on February 18, 2019, and December 7, 2020, respectively, the Governing Body of the City approved and amended a redevelopment project plan (as amended, the "Original Project Plan") for the redevelopment of a portion of the Original Redevelopment District referred to as Project Area 1 (the "Original Project Area 1");

WHEREAS, the City and Group Gardner, LLC (the "Developer"), the Developer of the Original Project Area 1, have agreed to add certain property (the "Additional Area") to the Original Redevelopment District, and by an Ordinance passed on the date hereof, have added such Additional Area to the Original Redevelopment District (the Original Redevelopment District, together with the Additional Area, is referred to as the "Redevelopment District");

WHEREAS, the City and the Developer have further agreed to consider an amendment to the Original Project Plan (as amended, the "Proposed Project Plan") to add the Additional Area to the Original Project Area 1 (as amended, the "Proposed Project Area 1"); and

WHEREAS, an amended comprehensive feasibility study has been completed which: (a) indicates that the benefits, tax increment revenue and other available revenues under K.S.A. 12-1774(a)(1) expected to be derived from the redevelopment project described in the Proposed Project Plan are expected to exceed or be sufficient to pay for the redevelopment project costs; and (b) shows the effect, if any, the redevelopment project costs for the Proposed Project Plan will have on any outstanding special obligation bonds payable from the revenues described in K.S.A. 12-1774(a)(1)(D);

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

Section 1. Notice is hereby given that a public hearing to consider adoption of the Proposed Project Plan shall be held on July 19, 2021, at 7:00 p.m. (or as soon thereafter as is practical), Central Time, at City Council Chambers, City Hall, 120 E. Main Street, Gardner, Kansas. The date of the public hearing is not less than 30 nor more than 70 days after the date of this Resolution as required by K.S.A. 12-1772(c).

Section 2. The Original Redevelopment District was created by the TIF District Ordinance passed by the City Council on October 15, 2018, and effective on October 17, 2018 (the publication date for the TIF District Ordinance). As stated in the recitals to this Resolution, the Governing Body of the City has added the Additional Area to the Original Redevelopment District to create the Redevelopment District. The boundaries of the Redevelopment District, including the Additional Area, are described on ***Exhibit A*** to this Resolution. The boundaries of the Proposed Project Area 1, including the Additional Area, are described on ***Exhibit B*** to this Resolution. A sketch of the Redevelopment District, with the Proposed Project Area 1 outlined in bold and the Additional Area shown as cross-hatched, is also attached to this Resolution as ***Exhibit C***.

Section 3. The Proposed Project Plan, including a summary of the feasibility study, the relocation assistance plan, if required, and a description and map of Proposed Project Area 1, are available for inspection during regular business hours in the office of the City Clerk of the City. There are no financial guarantees of the Developer of the Proposed Project Plan.

Section 4. A copy of this Resolution (including the Exhibits) shall be published twice in the official City newspaper, with the second publication not less than one week or more than two weeks preceding the date fixed for the public hearing, and sent by certified mail, return receipt requested, to the owners and occupants of property within the Proposed Project Area 1, along with the Board of Commissioners of Johnson County, Kansas, the Board of Education of Unified School District No. 231, Johnson County, Kansas, and the Board of Directors of Fire District No. 1 of Johnson County, Kansas.

Section 5. This Resolution shall be in full force and effect from and after its adoption.

[*remainder of page left blank intentionally*]

ADOPTED by the Governing Body of the City of Gardner, Kansas on June 7, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Together with:

Lot 46, White Acres, a subdivision in the City of Gardner, Johnson County, Kansas.

EXHIBIT B

LEGAL DESCRIPTION OF PROPOSED PROJECT AREA 1

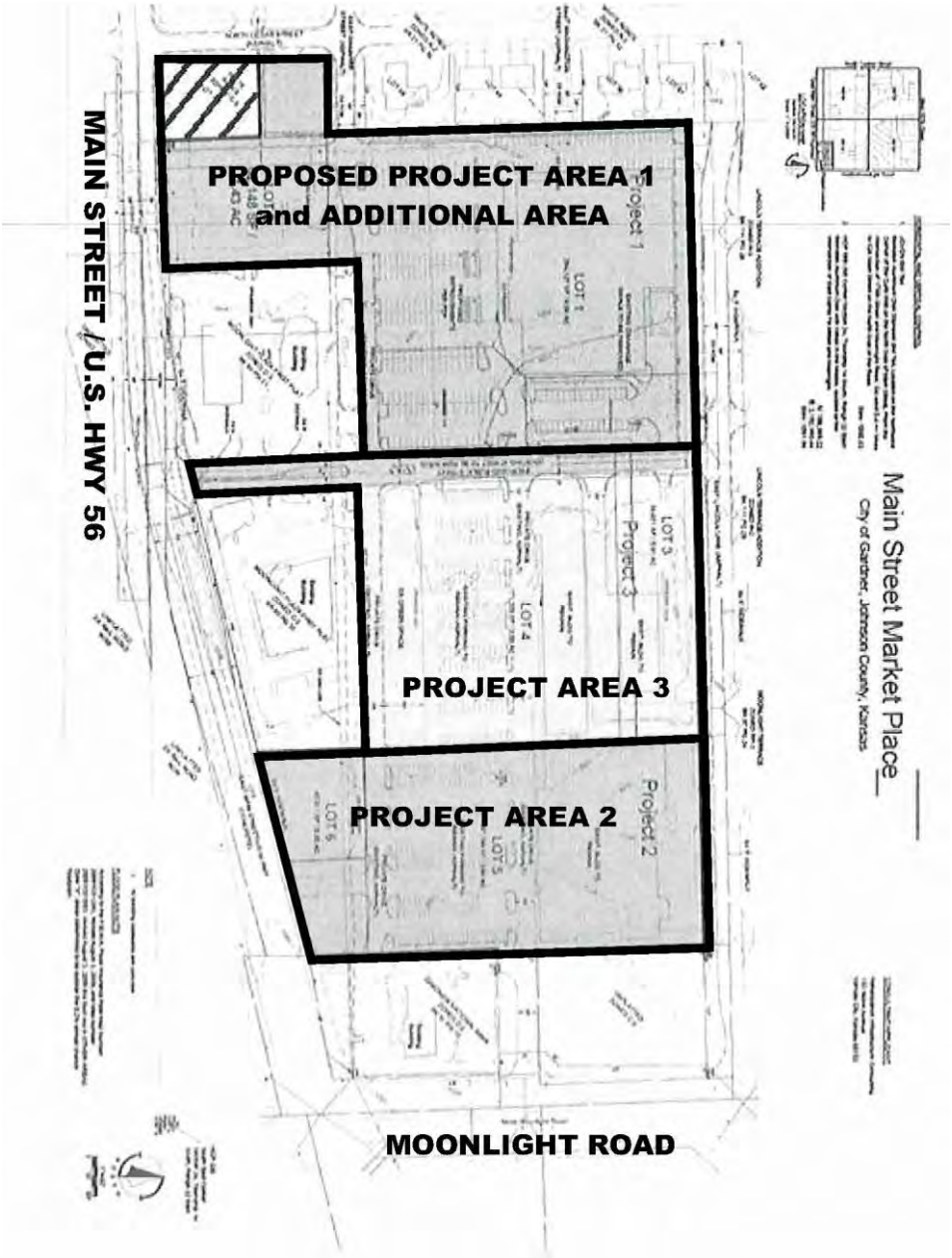
LOTS 1 AND 2, MAIN STREET MARKET PLACE, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

TOGETHER WITH:

LOT 46, WHITE ACRES, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

EXHIBIT C

SKETCH OF PROPOSED PROJECT AREA 1
(proposed Additional Area shown cross-hatched)



SECOND AMENDED REDEVELOPMENT TIF PROJECT PLAN
MAIN STREET MARKET PLACE
TIF REDEVELOPMENT DISTRICT, PROJECT AREA 1

In order to promote, stimulate and develop the general and economic welfare of the City of Gardner, Kansas (the "City"), the Governing Body of the City on October 15, 2018, passed Ordinance No. 2588 (the "TIF District Ordinance") establishing a redevelopment district (the "District") pursuant to K.S.A. 12-1770 *et seq*., as amended (the "Act"). The Governing Body of the City passed Ordinance Nos. 2602 and 2685 on February 18, 2019, and December 7, 2020, respectively, approving and amending a Redevelopment Project Plan for Project Area 1 within the District (as amended, the "Original Project Plan"). The City is currently considering proceedings to add certain property (the "Additional Area") to the District.

This plan is the second amended redevelopment project plan for the Main Street Market Place TIF Redevelopment District, Project Area 1 (as amended herein, the "Project Plan"), located within the District. Once the Additional Area is added to the District, this Project Plan amends the Original Project Plan by incorporating the Additional Area into Project Area 1 as described on the attached ***Exhibit A*** (as so described, the "Proposed Project Area 1"). This Project Plan sets forth the information required by K.S.A. 12-1772, as amended, as follows:

1. **Description of the Buildings and Facilities proposed to be Constructed or Improved**. The Project Plan includes the design, development and construction of: (a) a new grocery store of approximately 60,000 square feet; (b) two pad sites to accommodate approximately 7,000 square feet of retail/restaurant use; (c) site improvements; and (d) public improvements, including utility relocations, an access drive, new turn lanes along Main Street, and a new traffic signal. (The herein referenced buildings and improvements are referred to collectively as the "Redevelopment Project"). The Redevelopment Project will be constructed and improved in accordance with the requirements of the City Planning Commission, the City's Governing Body and City ordinances.

2. **Summary of the Feasibility Study**. As required by the Act, a feasibility study (the "Feasibility Study") was prepared by Ehlers, Inc. based on projections and estimates. Based on the Feasibility Study, the City anticipates the tax increment from the Proposed Project Area 1 will generate approximately $2,566,000 in tax increment revenue (on a present value basis over a maximum 12-year period), all or a portion of which will be available to pay Redevelopment Project costs pursuant to the District Plan (as defined herein), the Act, and the terms of a development agreement, as amended, between the City and the developer of the Redevelopment Project. All Redevelopment Project costs in excess of available tax increment revenues, including tax increment contributed from Project Area 2 in the approximate amount of $1,276,000 (on a present value basis over a maximum 12-year period), will be paid by the developer or from other available funds. The Redevelopment Project's benefits and tax increment revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, as amended, are expected to exceed or be sufficient to pay for the Redevelopment Project costs. The City is under no obligation to provide financial assistance if the tax increment generated from the Proposed Project Area 1, plus the tax increment contributed from Project Area 2, does not meet the projections. The entire Feasibility Study is on file with the City Clerk.

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

3. **Redevelopment District Plan and Location of the District**. The TIF District Ordinance established the District and approved the district plan described therein (as may be amended, the "District Plan"). The District is generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City.

4. **Legal Description and Map of Proposed Project Area 1**. A legal description of Proposed Project Area 1, including the Additional Area, is attached as ***Exhibit A.*** A map of the District, with Proposed Project Area 1 labeled as "PROPOSED PROJECT AREA 1" and outlined in bold thereon, is attached as ***Exhibit B***. The Additional Area is shown as cross-hatched.

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

6. **Other Relevant Information**.

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

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

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

EXHIBIT A

PROPOSED PROJECT AREA 1 LEGAL DESCRIPTION

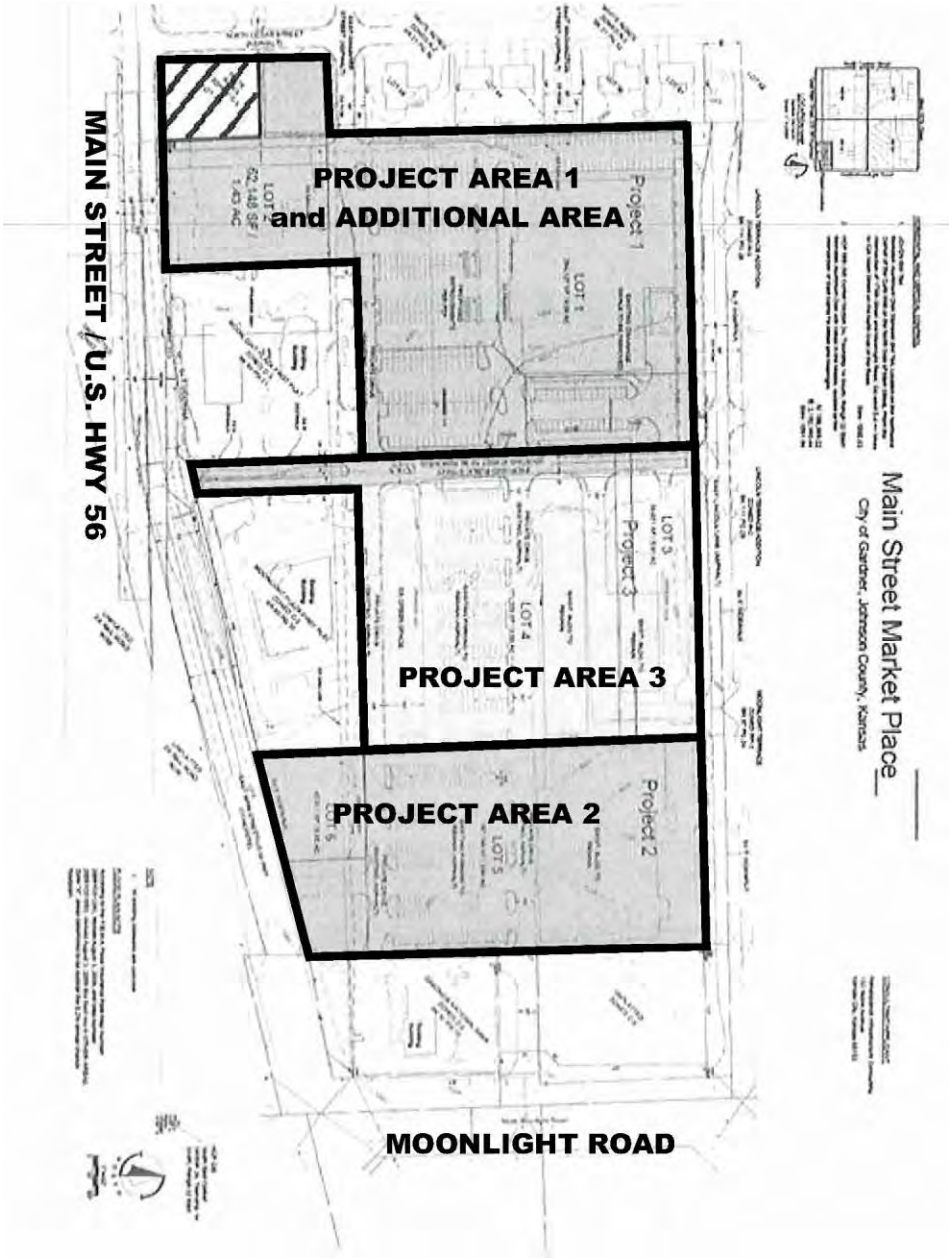
LOTS 1 AND 2, MAIN STREET MARKET PLACE, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

TOGETHER WITH:

LOT 46, WHITE ACRES, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

EXHIBIT B

PROPOSED PROJECT AREA 1 MAP
(the Additional Area is shown as cross-hatched)



Report

To: City of Gardner, Kansas

From: Bruce Kimmel, Senior Financial Advisor

Date: May 18, 2021

Subject: Updated Feasibility Study for Main Street Market Place TIF Project #1

The City of Gardner (the "City") has requested that Ehlers prepare this update to the feasibility study for the Main Street Market Place TIF Redevelopment Project #1, which was summarized in the TIF Project Plan and Amended TIF Project Plan approved by the City Council on February 18, 2019 and December 7, 2020, respectively. This updated study reflects the proposed addition of a parcel to the TIF District and Project.

In addition, the City anticipates receiving a portion of annual TIF revenues to reimburse itself for planned traffic signal improvements. This City reimbursement would be pro-rata with reimbursements to the Developer, as described below. Note that Ehlers has not changed the study to provide full details of this expected pro-rata split of annual TIF revenues between the City and Developer, nor the current state of the Project itself.

All new and/or revised information in the study that follows is shaded in blue.

Introduction

Main Street Market Place TIF Redevelopment Project #1 consists of six of the ten parcels located between North Moonlight Road, East Main Street, North Cedar Street, and Lincoln Lane in Gardner. In this area, Super Market Developers (the "Developer") proposes to build a new PriceChopper supermarket and pharmacy of approximately 62,500 square feet, install related public and site improvements, including stormwater drainage, and prepare pad sites for approximately 7,000 square feet of ancillary retail development (collectively, the "Project").

The Developer is a wholly-owned subsidiary of Associated Wholesale Grocers ("AWG"), a retailer-owned cooperative serving more than 2,300 member stores. The Developer buys, sells, develops, and leases real estate in connection with grocery and retail center uses. The Developer intends to build the Project supermarket and then sell it to the grocery retailer that proposes to own and operate the Project supermarket.

The Developer proposes to complete the Project supermarket, as well as most public and site improvements in a first phase to begin in early 2019 and be completed by the spring of 2020. The Developer states that the timing of the adjacent retail development

will hinge on the sale of the pad sites to a third-party developer but expects it to begin in the spring of 2021 and be completed by the spring of 2022.

The Kansas TIF Act (K.S.A. 12-1770 et seq., the "Act") requires a feasibility study to be completed as part of the process of establishing a redevelopment project. Specifically, the feasibility study must include a cost-benefit analysis demonstrating whether the "project's benefits and tax increment revenue and other available revenues…are expected to exceed or be sufficient to pay for the redevelopment…project costs" and must also include several other elements as described in (k) of K.S.A. 12-1770a.

Description of the Project

The Project consists of acquiring the six parcels described below and constructing a new supermarket, ancillary retail center, paved and lighted parking areas and internal traffic lanes, other site infrastructure, and improvements to adjacent public infrastructure serving the Project, including a new traffic signal on East Main Street.

The Developer has negotiated real estate contracts to acquire the development parcels at an indicated total price of $2.5 million and has estimated a supermarket development cost (including land acquisition) of approximately $12.7 million. The Developer expects to use AWG equity to fund all development costs, and that the grocery retailer will then use long-term debt to purchase the store from the Developer. Supermarket equipment, fixtures, and inventory will be funded via separate arrangements.

The $12.7 million estimated Project cost notwithstanding, the Developer estimates, and Ehlers agrees based on our own experience, that the new supermarket likely will have a completed appraised value closer to $8.5 million, calculated at $136 per square foot for the 62,500 square foot building. With a final appraised value of $8.5 million, the Kansas statutory commercial property classification rate of 25%, and assuming a continuation of the 168.043 mill overall property tax rate that is currently applicable to the development parcels, the supermarket will pay roughly $357,100 in total annual property taxes.

In addition, the adjacent retail pad site development in Project #1 is expected to have a final appraised value of $2.8 million, calculated at $400 per square foot for the proposed 7,000 square feet of pad site buildings. As such, these buildings are expected to pay roughly $117,600 in annual property taxes, bringing total annual property taxes generated in the Project area to $474,700.

The Developer has stated that, absent TIF assistance, the store purchase price and the related annual debt service burden would make the store financially unviable. In other words, the store requires a price reduction – funded via TIF reimbursement for specified Project costs – in order to bring its future debt service costs in line with its expected grocery sales volume and net operating costs.

With the stated goal of making the grocery operator's effective building lease rate (i.e. estimated annual debt service divided by store square footage) economically feasible, the Developer has asked the City to use property tax increment financing (property TIF)

to reimburse a portion of the eligible new property taxes generated by the Project over twelve years (Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031), up to a maximum principal balance of $2.1 million, on a “pay-as-you-go” basis.

In addition, the Developer has asked the City to designate a portion of the property TIF generated from the redevelopment of the existing PriceChopper store and development of an ancillary restaurant use (designated as Project #2) as “other available revenue” for the Project. Over the same 12-year period as above, the City would use property TIF generated from Project #2 to reimburse an additional $1.1 million of Project #1 costs, bringing the total maximum pay-as-you-go TIF property reimbursement to $3.2 million.

This total does not include interest payments that the City would also make during the pay-as-you-go reimbursement term, which the City expects to be a 11-year span starting July 1, 2020 (after the new PriceChopper is complete and TIF-eligible costs have been certified) and ending no later than June 30, 2031. The City expects Pay-Go interest to accrue at an annual interest rate of 5.50%, beginning July 1, 2020 or the date on which TIF-eligible costs equal to the $3.2 million maximum amount have been certified, whichever is later.

In summary, TIF reimbursements will end as soon as the $3.2 million maximum cost reimbursement is reached, or after twelve Project years (and eleven pay-as-you-go payment years) have elapsed as of June 30, 2031, whichever occurs first.

The City will use a portion of the property TIF generated in Projects #1 and 2 over the same 12-year period as above, to reimburse itself for traffic signal improvements with a cost not to exceed $300,000. This total does not include interest payments that the City expects to receive in a pay-as-you-go arrangement identical to the Developer’s.

The City has not offered to make the sales tax increment generated by the Project available to reimburse Project costs, and the Developer is not requesting the issuance of TIF Bonds for the Project.

Other components of the Developer’s request to the City are (a) establishment of a 1.0% Community Improvement District (CID) sales tax rate for 22 years across the entire Main Street Market Place development, (b) City issuance of Special Obligation CID Bonds, and (c) City issuance of industrial revenue bonds (IRBs) to provide sales tax exemptions on building materials, fixtures, and equipment. None of these proposed City incentive mechanisms are required to be addressed in this study.

Estimated Project Expense

The total estimated cost to complete the Project, as described above, is $12.7 million. Under the Act, all Project expenses other than building construction costs and certain consultants’ fees are “Eligible Redevelopment Project Costs” that may be financed or reimbursed with tax increment. The Developer has identified in excess of $6.5 million of TIF-eligible costs, and as noted above, has asked for property TIF reimbursement of $3.2 million of public and site improvements costs in Project #1.

In addition, the City anticipates property TIF reimbursement of up to $300,000 in traffic signal expenses, with the improvements occurring immediately adjacent to Projects #1 and 2. This brings the total proposed TIF reimbursement to $3,500,000.

Estimated Property TIF

The Project will generate *ad valorem* property tax increment from the differential in the parcels' assessed values from 2018, the year in which the TIF District was established, and 2022, the year in which the full completed value of the Project is expected to be recorded for property taxation purposes. The existing "base" values of the Project parcels are as follows:

PID	Assessed Value
CP99000000 0047	32,743
CP35500000 0001	171,868
CF221424-4009	96
CP65500000 0001	43,558
CF221424-4020	49,798
CP07000000 0001	45,960
Total Base Assessed Value	**344,023**

The estimated completed assessed values of the Project (i.e. completed appraised values times the 25% commercial classification rate), and the future value captured by the TIF District and available for use within the Project, are as follows:

	Assessed Value
New PriceChopper	2,125,000
Retail Uses - Lots 2 and 46	700,000
Total Estimated Value	**2,825,000**
TIF-Captured Assessed Value	**2,480,977**

The Pay 2018 property tax mill rates – in total and TIF-eligible (excluding 28 mills of the School District's 66.981 mill rate and the State's 1.5 mill rate) – that are applicable to the Project are as follows:

	All Mill Rates	TIF-Eligible
State (sub 1.5 mills)	1.500	-
County	19.318	19.318
College	9.503	9.503
Park	31.120	31.120
City of Gardner	20.540	20.540
School (sub 28 mills)	66.981	38.981
Fire	15.160	15.160
Library	3.921	3.921
Total	**168.043**	**138.543**

The estimated annual tax increment generated by the Project, therefore, is calculated:

Captured Assessed Value		2,480,977
times TIF-Eligible Mill Rate	×	138.543
divided by 1,000	÷	1,000
Gross TIF Increment	**=**	**343,722**

Ehlers believes it is reasonable to estimate that the Captured Assessed Value of the supermarket and ancillary retail center in Project #1 and therefore the Gross Tax Increment will increase by an average of 1% annually. This inflation projection assumes the TIF-eligible property tax rates totaling 138.543 mills will remain stable.

Estimated annual and present value property tax increments over the maximum 12-year term of Project #1 (Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031), therefore, are as follows:

Project #1 TIF Table Updated

TIF Year	Assessment Year and Est. Valuation	Fiscal Year	Est. Annual Payments	Est. Cumulative Present Value
0	2018 - Base	2019	-	-
1	2019 - Nominal	2020	-	-
2	2020 - Partial	2021	187,861	168,784
3	2021 - Partial	2022	324,326	444,985
4	2022 - Full	2023	343,722	722,443
5	2023 - 1% Inflate	2024	347,636	988,431
6	2024 - 1% Inflate	2025	351,589	1,243,419
7	2025 - 1% Inflate	2026	355,581	1,487,859
8	2026 - 1% Inflate	2027	359,614	1,722,183
9	2027 - 1% Inflate	2028	363,687	1,946,806
10	2028 - 1% Inflate	2029	367,800	2,162,128
11	2029 - 1% Inflate	2030	371,955	2,368,529
12	2030 - 1% Inflate	2031	376,151	2,566,378

If Project #1's actual completed assessed value is higher or lower than the estimated $2,825,000, or if it increases or decreases from the initial assessment, the Project's Pay-Go TIF capacity will differ from the above projection.

Estimated annual and present value property tax increments over the maximum 12-year term of Project #2 (Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031), serving as an additional TIF funding source for Project #1, are as follows:

Project #2 TIF Table Updated

TIF Year	Assessment Year and Est. Valuation	Fiscal Year	Est. Annual Payments	Est. Cumulative Present Value
0	2018 - Base	2019	-	-
1	2019 - Nominal	2020	-	-
2	2020 - Partial	2021	-	-
3	2021 - Partial	2022	135,870	115,709
4	2022 - Full	2023	184,360	264,527
5	2023 - 1% Inflate	2024	187,477	407,972
6	2024 - 1% Inflate	2025	190,626	546,223
7	2025 - 1% Inflate	2026	193,805	679,452
8	2026 - 1% Inflate	2027	197,017	807,828
9	2027 - 1% Inflate	2028	200,261	931,515
10	2028 - 1% Inflate	2029	203,537	1,050,672
11	2029 - 1% Inflate	2030	206,846	1,165,453
12	2030 - 1% Inflate	2031	210,188	1,276,008

If Project #2's actual completed assessed value is higher or lower than the estimated $2,250,000, or if it increases or decreases from the initial assessment, the Project's Pay-Go TIF capacity will differ from the above projection.

Looking at Projects #1 and 2 together, the estimated annual tax increments in the first twelve Project years (eleven years following completion of supermarket construction) of Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031 are as follows – with a combined pay-as-you-go TIF capacity in excess of $3.8 million:

Projects 1 & 2 TIF Table Updated

TIF Year	Assessment Year and Est. Valuation	Fiscal Year	Est. Annual Payments	Est. Cumulative Present Value
0	2018 - Base	2019	-	-
1	2019 - Nominal	2020	-	-
2	2020 - Partial	2021	187,861	168,784
3	2021 - Partial	2022	460,196	560,693
4	2022 - Full	2023	528,082	986,970
5	2023 - 1% Inflate	2024	535,113	1,396,403
6	2024 - 1% Inflate	2025	542,214	1,789,642
7	2025 - 1% Inflate	2026	549,387	2,167,311
8	2026 - 1% Inflate	2027	556,631	2,530,011
9	2027 - 1% Inflate	2028	563,947	2,878,321
10	2028 - 1% Inflate	2029	571,337	3,212,800
11	2029 - 1% Inflate	2030	578,801	3,533,982
12	2030 - 1% Inflate	2031	586,339	3,842,386

Summary of Expenses and Revenues

Based on the estimated Project expense and property TIF revenue, as described in the preceding sections, the net TIF payments will be sufficient to pay the Project costs as contemplated under the Act, when supplemented with Developer debt and equity.

Effect on Special Obligation Bonds

No impact on special obligation bonds payable from revenues described in (a)(1)(D) of K.S.A. 12-1774 and amendments thereto is anticipated.

Contribution to Economic Development

The Project will provide significant economic development for the City by, among other things, creating substantial business activity on previously under-utilized parcels located in a commercial area of the City. Although the Project, in part, will replace an existing supermarket, the larger, more visible, and higher-quality development is expected to attract greater economic activity than does the existing facility. As such, the Project should be a long-term driver of sales and property tax revenues for the City, as well as employment. These benefits derived from the Project will exceed any costs thereof.

Local Sales and Use Taxes

The Project will not capture or use the local sales and use taxes generated by the development, and so these revenues will flow to the City.

Estimated Principal and Interest Schedule

While no TIF Bonds have been requested or proposed from property tax increments generated in Project #1, the City expects to make annual pay-as-you-go payments ranging from approximately $190,000 to $380,000, up to a maximum principal amount of $2.3 million (not including interest payments) over a maximum Project term of twelve years and concluding no later than June 30, 2031.

While no TIF Bonds have been requested or proposed from property tax increments generated in Project #2, the City expects to make annual pay-as-you-go payments ranging from approximately $140,000 to $210,000, up to a maximum principal amount of $1.2 million (not including interest payments) over a maximum Project term of twelve years and concluding no later than June 30, 2031.

While no TIF Bonds have been requested or proposed, from property tax increments generated in Projects #1 and 2 combined, the City expects to make annual pay-as-you-go payments ranging from approximately $190,000 to $590,000, up to a maximum principal amount of $3.5 million (not including interest payments) over a maximum Project term of twelve years and concluding no later than June 30, 2031.

Supplementation with Minutes

Upon City approval of the Project Plan, the City Clerk will attach the minutes of all City meetings where the Project was discussed as an exhibit to this feasibility study.

Conclusion

The proposed Project, as described within this feasibility study, will generate benefits and tax increment revenue which, when supplemented with Developer debt and equity, are expected to exceed the Redevelopment Project costs.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 4

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds for the purpose of financing a portion of the costs of the acquisition, construction and equipping of one or more phases of a multifamily apartment project

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

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds, in the approximate principal amount of $37,900,000, for the purpose of financing a portion of the costs of the acquisition, construction and equipping of one or more phases of multifamily apartment project within the City (Tallgrass Apartments).

Background/Description of Item:
Tallgrass Apartments, LLC, has requested the use of Industrial Revenue Bonds (IRBs) to finance a portion of one or multiple phases of its multifamily apartment project. This financing approach would provide the developer with a sales tax exemption on construction materials, which would enable the developer to include more amenities into the project.

Exhibit A of the attached resolution outlines the package of amenities, which represent a significant private investment and adds additional value to the development project beyond the minimum development requirements for such a project in the City of Gardner.

Bond Counsel Ellsworth will be at the meeting to answer any questions.

Financial Impact:
The IRB bonds will be payable solely out of the rentals, revenues, and receipts derived from the lease of the project to the developer from the City. The bonds shall not be general obligations of the Issuer, nor constitute a pledge of full faith and credit of the Issuer and shall not be payable in any manner by taxation. The bonds have been requested by the developer for the sales tax exemption on construction materials, equipment and furnishings; there is no property tax abatement associated with the bonds.

Attachments:
- Resolution No. 2084

Suggested Motion:
Adopt Resolution No. 2084, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in one or more series in the aggregate principal amount not to exceed $37,900,000 for the purpose of financing a portion of the acquisition, construction and equipping of one or more phases of a multifamily apartment project within the City (Tallgrass Apartments).

RESOLUTION NO. 2084

A RESOLUTION DECLARING THE INTENT OF THE CITY OF GARDNER, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW) IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $37,900,000 FOR THE PURPOSE OF FINANCING A PORTION OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF ONE OR MORE PHASES OF A MULTIFAMILY APARTMENT PROJECT WITHIN THE CITY (TALLGRASS APARTMENTS).

WHEREAS, the City of Gardner, Kansas (the "City"), is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, furnish, and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into leases or lease-purchase agreements with any person, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of such facilities;

WHEREAS, Tallgrass Apartments, LLC, a Kansas limited liability company (the "Company"), has requested that the City issue its industrial revenue bonds (taxable under federal law), in one or more series, in the aggregate principal amount not to exceed $37,900,000 (the "Bonds"), to finance a portion of the cost of the acquisition, construction, and equipping of one or more phases of a multifamily apartment project, including buildings, improvements, and equipment (collectively, the "Master Project"), to be located on approximately 43 acres at the northwest corner of Moonlight Road and University Drive within the City, and to lease such separate phases of the Master Project to the Company, in order to promote, stimulate, and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof and thereby to further promote, stimulate, and develop the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof;

WHEREAS, the first phase of the Master Project ("Phase One") is currently under construction and will not be financed with the Bonds, but the second, third, and fourth phases of the Master Project (respectively, "Phase Two," "Phase Three," and "Phase Four," and collectively, the "Subsequent Phases") are not yet under construction; and

WHEREAS, subject to the provisions of **Section 3** of this Resolution, the City desires to finance a portion of the cost of acquiring, constructing, and equipping each Subsequent Phase by the issuance of the Bonds pursuant to the Act, said Bonds to be payable solely out of the rentals, revenues and receipts derived from the lease of such Subsequent Phase to the Company, or its assigns as approved by the City, from the City.

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

SECTION 1. Subject to the provisions of **Section 3** of this Resolution, it is hereby found and declared that the issuance of the Bonds by the City for the purpose of financing a portion of the cost of the proposed Master Project to be leased to the Company, or its assigns as approved by the City, will promote, stimulate, and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof as well as further promoting,

stimulating, and developing the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof.

SECTION 2. Subject to the provisions of **Section 3** of this Resolution, the Governing Body of the City hereby determines and declares the intent of the City to assist the Company, or its assigns as approved by the City, in completing the Master Project through the issuance of Bonds of the City to finance each Subsequent Phase, such Bonds to be issued in one or more series in the aggregate principal amount not to exceed $37,900,000, all in accordance with the Act.

SECTION 3. Notwithstanding this Resolution of Intent of the City to issue industrial revenue bonds (taxable under federal law), in one or more series, in the aggregate principal amount not to exceed $37,900,000, issuance of the Bonds by the City is expressly subject to presentation, completion and final approval by the Governing Body of the City, of each of the following conditions:

(a) Adoption of a supplemental Resolution of Intent by the Governing Body of the City, for each Subsequent Phase acquired, constructed, and equipped with the proceeds of the Bonds;

(b) Satisfactory negotiation of a lease agreement, trust indenture, ordinance. and other documents necessary for the issuance of each series of the Bonds;

(c) The Company obtaining all necessary permits and complying with all necessary regulatory approvals and with the City ordinances;

(d) Successful private placement of each series of the Bonds or other purchase method approved by the City;

(e) Approval of each series of the Bonds by the City's Bond Counsel, Kutak Rock LLP, and approval of certain legal matters pertaining to the Bonds by counsel to the Company, or its assigns as approved by the City;

(f) Adequate security for the payment of each series of the Bonds;

(g) The Company constructing and completing the amenities corresponding to Phase One and to each Subsequent Phase of the Master Project as reflected on the attached ***Exhibit A***; and

(h) The Company's agreement not to sell or transfer all or any portion of the Master Project without the City's prior written consent until the later of:

(i) The completion of all the improvements comprising the Master Project; and

(ii) The maturity date of the Bonds.

The City hereby reserves the right to rescind this Resolution of Intent if the conditions specified in this **Section 3** are not, in the sole judgment of the City, satisfied, or upon change of federal or state law or regulations affecting the City's issuing authority.

If the Bonds are not issued for any reason, including noncompliance with the conditions of this **Section 3,** the City shall not be subject to any liability, whatsoever, to the Company, or its assigns.

SECTION 4. Subject to the conditions and prior approvals of **Section 3**, the Company is hereby authorized to proceed with all matters necessary to accomplish the purposes expressed in this Resolution.

SECTION 5. This Resolution shall terminate in the event the Company fails to commence construction of Phase Two, comprised of the buildings, improvements, and amenities reflected on ***Exhibit A***, prior to January 1, 2022. Further, and notwithstanding anything herein to the contrary, no Bonds shall be issued for any part of any Subsequent Phase which commences construction after January 1, 2024.

SECTION 6. The Mayor, City Council, City Administrator, Finance Director, Community Development Director, City Attorney, and Bond Counsel are hereby directed to take such action as they deem necessary in cooperation with all persons involved with the financing of the Master Project in order to present the necessary documents to the Governing Body of the City for final action. In connection therewith, Bond Counsel for the City is directed to work with the Company and its counsel, and all others necessary, to accomplish the purpose as set forth herein.

SECTION 7. This Resolution shall take effect and be in full force from and after the date on which it is adopted.

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ADOPTED by the Governing Body of the City of Gardner, Kansas, on June 7, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
MASTER PROJECT PHASES

PHASE	BUILDINGS AND IMPROVEMENTS	AMENITIES
Phase One	• 10 apartment buildings • 1 maintenance shop • 1 fitness center • 1 clubhouse/pool • 5 garage structures	• 5 garage structures at 6 stalls each • 24 bike rack spaces • Approx. 3,300 sf clubhouse • Approx. 1,500 sf pool • Approx. 4,800 sf pool deck • 1 designated play area • 2 civic recreation areas • 1 BBQ location • Approx. 2,500 sf fitness building with workout stations, TVs, 2 bathrooms, and approx. 140 parcel pickup lockers • 4 benches on City sidewalks or trails
Phase Two	• 7 apartment buildings • 2 townhome buildings • 5 garage structures	• 5 garage structures at 6 stalls each • 18 bike rack spaces • 1 designated play area • 2 civic recreation areas • 1 BBQ location • Approx. 1,400 lf of 5-foot wide trail • 1 bench on City sidewalks or trails • Approx. 2,000 sf sport court for basketball and pickleball
Phase Three	• 5 apartment buildings • 4 garage structures • 1 pool/bathhouse	• 4 garage structures at 6 stalls each • 18 bike rack spaces • 1 civic recreation area • Approx. 550 lf of 5-foot wide trail • 1 bench on City sidewalks or trails • Approx. 1,500 sf pool with bathhouse
Phase Four	• 9 apartment buildings • 5 garage structures	• 5 garage structures at 6 stalls each • 42 bike rack spaces • 4 civic recreation areas • 1 BBQ location • Approx. 1,550 lf of 5-foot wide trail • 2 benches on City sidewalks or trails • 1 bike repair station • Approx. 2,500 sf fenced dog park

COUNCIL ACTION FORM **NEW BUSINESS ITEM NO. 5**

MEETING DATE: **JUNE 7, 2021**

STAFF CONTACT: **MATTHEW WOLFF, FINANCE DIRECTOR**

Agenda Item: Consider an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Plaza South Special Benefit District.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Plaza South Special Benefit District.

Background/Description of Item:
On October 21, 2019, the City Council approved Ordinance No. 2629, levying max assessments of $1,300,000 for improvements in connection with the Plaza South Special Benefit District.

The improvements have been completed and the final costs are less than the amount used to calculate the maximum assessments levied in Ordinance No. 2629. It is necessary to reduce the assessments levied to an amount equal to the final costs of the improvements, $930,000.

Bond Counsel Ellsworth will be present at the meeting to answer any questions.

Attachments:
- Ordinance No. 2705

Staff Recommendation:
Adopt Ordinance No. 2705, an ordinance adjusting special assessments on certain lots, pieces, and parcels of land in the City of Gardner, Kansas, all pursuant to K.S.A. 12-6a01 e*t seq.*, and amending Ordinance No. 2629 of the City (Plaza South Special Benefit District).

ORDINANCE NO. 2705

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF GARDNER, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ*. AND AMENDING ORDINANCE NO. 2629 OF THE CITY (PLAZA SOUTH SPECIAL BENEFIT DISTRICT).

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq*., and Ordinance No. 2629 of the City of Gardner, Kansas (the "City"), passed on October 21, 2019 (the "Original Assessment Ordinance"), the Governing Body of the City has levied special assessments against certain property in the City in connection with the construction of certain street and water main improvements (the "Improvements") at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements;

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in *Exhibit A* to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements;

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements;

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

Section 1. Pursuant to K.S.A. 12-6a01 *et seq*., and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in *Exhibit A* to this Ordinance, which is incorporated herein by reference, and in the amounts set forth in *Exhibit A* following the description of each lot, piece or parcel of land. *Exhibit A* has also been revised to reflect that Tract 1 and Tract 2, as described in the Original Assessment Ordinance, have been platted. *Exhibit A* to the Original Assessment Ordinance is hereby replaced and superseded in its entirety by *Exhibit A* attached to this Ordinance.

Section 2. Section 2 of the Original Assessment Ordinance is hereby amended to provide that the Prepayment Date, as defined therein, shall be July 15, 2021.

Section 3. Except as provided in Section 1, Section 2, and *Exhibit A* to this Ordinance, all other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment and amended Prepayment Period to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments pursuant to the Original Assessment Ordinance the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

Section 5. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. Following publication, this Ordinance shall be recorded in the office of the Register of Deeds of Johnson County, Kansas.

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PASSED by the City Council of the City of Gardner, Kansas, on June 7, 2021.

SIGNED by the Mayor of the City of Gardner on June 7, 2021.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

EXHIBIT A
(PLAZA SOUTH SBD)

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL AMOUNT OF ASSESSMENT
Portion of original Tract 1	$26,298.34
Lot 1, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Portion of original Tract 1	$27,485.86
Lot 2, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Portion of original Tract 1	$26,427.02
Lot 3, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Portion of original Tract 1	$24,415.95
Lot 4, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Portion of original Tract 1	$40,465.91
Lot 5, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Portion of original Tract 1	$58,933.20
Lot 6, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Portion of original Tract 1	$69,486.73
Lot 7, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL AMOUNT OF ASSESSMENT
Original Tract 2	$266,259.00
Lot 8, Plaza South, a subdivision in the City of Gardner, Johnson County, Kansas	
Original Tract 3	$390,228.00
LEGAL DESCRIPTION: OLATHE MEDICAL CENTER INC. UNDEVELOPED AREA 188TH STREET PROPOSED ROADWAY AND WATERLINE BENEFIT DISTRICT	
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE N 2°32'11" W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 515.00 FEET; THENCE N 87°27'49" E, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF GARDNER ROAD AS NOW ESTABLISHED, SAID POINT FURTHER BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 35 AS NOW ESTABLISHED; THENCE N 9°50'34" W, ALONG THE EAST RIGHT-OF-WAY LINE SAID GARDNER ROAD, A DISTANCE OF 245.45 FEET, TO THE SOUTHWEST CORNER OF LOT 1, OLATHE HEALTH URGENT CARE GARDNER, A PLATTED SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS; THENCE N 87°27'49" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 251.57 FEET; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 FOR THE FOLLOWING (5) COURSES: THENCE N 2°32'11" W, A DISTANCE OF 153.99 FEET;	

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL AMOUNT OF ASSESSMENT
THENCE N 42°27’49” E, A DISTANCE OF 76.96 FEET; THENCE N 2°32’11” W, A DISTANCE OF 80.84 FEET; THENCE N 43°05’31” W, A DISTANCE OF 75.21 FEET; THENCE N 20°38’09” W, ALONG THE EAST LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 95.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF W. 189TH TERRACE AS NOW ESTABLISHED; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID W. 189TH TERRACE, ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF S 69°21’44” W, A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 67.92 FEET; THENCE S 87°27’49” W, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID W. 189TH TERRACE, A DISTANCE OF 169.56 FEET; TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID GARDNER ROAD; THENCE N 2°32’11” W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GARDNER ROAD, A DISTANCE OF 197.58 FEET, TO THE SOUTHWEST CORNER OF LOT 1, SINGH FOOD AND GAS SERVICES, A PLATTED SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS; THENCE N 89°07’03” E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 238.50 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE N 2°32’11” W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 164.34 FEET, TO A POINT ON THE SOUTH LINE OF LOT 1, GNBS BUSINESS PARK II, A PLATTED SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS; THENCE N 89°07’03” E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 81.50 FEET, TO THE SOUTHWEST CORNER OF LOT 2, OF SAID GNBS BUSINESS PARK II; THENCE N 2°32’11” W, ALONG THE WEST LOT LINE OF SAID LOT 2 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 164.41 FEET; THENCE N 89°07’03” E, A DISTANCE OF 946.45 FEET, TO A POINT ON THE EAST LINE OF	

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL AMOUNT OF ASSESSMENT
THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE S 2°34’17” E, ALONG SAID EAST LINE, A DISTANCE OF 435.25 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35; THENCE SOUTHWESTERLY ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35 FOR THE NEXT (3) COURSES: THENCE S 45°23’58” W, A DISTANCE OF 423.45 FEET; THENCE S 52°22’08” W, A DISTANCE OF 489.51 FEET; THENCE S 70°11’59” W, A DISTANCE OF 535.42 FEET, TO THE POINT OF BEGINNING, CONTAINING 21.382 ACRES MORE OR LESS.	

COUNCIL ACTION FORM **NEW BUSINESS ITEM NO. 6**

MEETING DATE: **JUNE 7, 2021**

STAFF CONTACT: **MATTHEW WOLFF, FINANCE DIRECTOR**

Agenda Item: Consider adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Waverly Plaza Special Benefit District

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Waverly Plaza Special Benefit District.

Background/Description of Item:
On November 18, 2019, the City Council approved Ordinance No. 2633, levying max assessments of $1,953,000 for the developer's share of the costs of improvements in the Waverly Plaza Special Benefit District.

The improvements have been completed and the final costs are less than the amount used to calculate the maximum assessments levied in Ordinance No. 2633. It is necessary to reduce the assessments levied to an amount equal to the developer's share of the final costs of the improvements, $1,677,720.

Bond Counsel Ellsworth will be present at the meeting to answer any questions.

Attachments:
- Ordinance No. 2706

Staff Recommendation:
Adopt Ordinance No. 2706, an ordinance adjusting special assessments on certain lots, pieces and parcels of land in the City of Gardner, Kansas, all pursuant to K.S.A. 12-6a01 *et seq*. and amending Ordinance No. 2633 of the City (Waverly Plaza Special Benefit District).

ORDINANCE NO. 2706

AN ORDINANCE ADJUSTING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF GARDNER, KANSAS, ALL PURSUANT TO K.S.A. 12-6a01 *ET SEQ*. AND AMENDING ORDINANCE NO. 2633 OF THE CITY (WAVERLY PLAZA SPECIAL BENEFIT DISTRICT).

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq*., and Ordinance No. 2633 of the City of Gardner, Kansas (the "City"), passed on November 18, 2019 (the "Original Assessment Ordinance"), the Governing Body of the City has levied special assessments against certain property in the City in connection with the construction of certain street, storm drainage, sidewalk, street lighting, and public utility improvements (the "Improvements") at the maximum amount deemed necessary by the Governing Body to pay the cost of the Improvements;

WHEREAS, Section 1 of the Original Assessment Ordinance provides that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth in *Exhibit A* to the Original Assessment Ordinance, the Governing Body shall adjust the assessments to reflect the cost of the completed Improvements;

WHEREAS, the Improvements have been completed and the final costs are less than the amount used to calculate the maximum special assessments levied in the Original Assessment Ordinance; and

WHEREAS, it is necessary to reduce the assessments levied in the Original Assessment Ordinance to an amount equal to the final cost of the Improvements;

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

Section 1. Pursuant to K.S.A. 12-6a01 *et seq*., and Section 1 of the Original Assessment Ordinance, the special assessments to pay the costs of the Improvements are hereby adjusted based on the final cost of the Improvements and are levied and assessed against the lots, pieces and parcels of land liable therefor as described in *Exhibit A* to this Ordinance, which is incorporated herein by reference, and in the amounts set forth in *Exhibit A* following the description of each lot, piece or parcel of land. *Exhibit A* has also been revised to reflect that the property described in the Original Assessment Ordinance has since been platted. *Exhibit A* to the Original Assessment Ordinance is hereby replaced and superseded in its entirety by *Exhibit A* attached to this Ordinance.

Section 2. Section 2 of the Original Assessment Ordinance is hereby amended to provide that the Prepayment Date, as defined therein, shall be July 15, 2021.

Section 3. Except as provided in Section 1, Section 2, and *Exhibit A* to this Ordinance, all other terms and provisions of the Original Assessment Ordinance shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized and directed to (a) mail a notice of adjusted assessment and amended Prepayment Period to the owners of property assessed for the Improvements and (b) return to any property owners that prepaid special assessments pursuant to the Original Assessment Ordinance the difference between the assessment paid and the adjusted assessment amount set forth in this Ordinance.

Section 5. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. Following publication, this Ordinance shall be recorded in the office of the Register of Deeds of Johnson County, Kansas.

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PASSED by the City Council of the City of Gardner, Kansas, on June 7, 2021.

SIGNED by the Mayor of the City of Gardner on June 7, 2021.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

EXHIBIT A
(WAVERLY PLAZA SBD)

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL AMOUNT OF ASSESSMENT
Lot 1, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas	$637,385.43
Lot 2, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas	$221,126.03
Lot 3, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas	$716,493.55
Tract A, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas	$102,714.99