AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, October 18, 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 October 18, 2021 to cityclerk@gardnerkansas.gov. The meeting will be open to the public *

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclaim the month of October 2021 as Breast Cancer Awareness Month in the City of Gardner, Kansas

PUBLIC HEARINGS

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on October 4, 2021
2. Standing approval of City expenditures prepared September 30, 2021 in the amount of $5,635,562.29; October 1, 2021 in the amount of $417,352.07; and October 8, 2021 in the amount of$311,436.03
3. Consider a reappointment to the Citizens Police Advisory Committee
4. Consider an appointment to the Citizens Police Advisory Committee
5. Consider authorizing an agreement for construction inspection on the Moonlight Safe Routes to School project

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Tallgrass 2nd Plat

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT

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

PROCLAMATION

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

WHEREAS, each year it is estimated that more than 280,000 women and more than 2,650 men in the United States will be diagnosed with breast cancer and more than 43,000 will die as a result of the disease; and

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

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

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

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim the month of October 2021 as

Breast Cancer Awareness Month

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

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 18th day of October 2021.

CITY OF GARDNER, KANSAS

_____
Steve Shute, Mayor

(SEAL)

Attest:

_____
Sharon Rose, City Clerk

RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2021 – 126
October 4, 2021

The City Council of the City of Gardner, Kansas met in regular session on October 4, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk, 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 Gonz 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.

PUBLIC HEARINGS

1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a bags/cornhole tournament

Councilmember Baldwin made a motion to open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a bags/cornhole tournament

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember Deaton made a motion to close the public hearing.

Councilmember Baldwin Seconded.

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

PRESENTATIONS

1. Downtown Sidewalk Snow Removal

City Administrator Jim Pruetting said on July 16, the city notified downtown business owners via the Chamber's contact list that the city would no longer provide snow removal services in the downtown area, consistent with the city's snow removal ordinance passed in 2016 and following the recommendation of the city's liability insurance provider. The July notice was given to provide business owners time to secure snow removal services for the upcoming winter season. Council discussed this at the July 19 council meeting during updates, and there was discussion among the governing body about delaying the policy change for one year, due to feedback from the affected business owners. No consensus was reached on implementing a delay among the four voting council members, with one member recusing due to conflict of interest. There was a request to revisit this topic and place this issue back on the agenda for further discussion. Pruetting noted that staff reviewed snow removal policies of Spring Hill and Olathe. Spring Hill requires adjacent property owners to clear sidewalks and allows snow to be placed in off-street parking areas for city removal. Olathe requires both sidewalks and off-street parking areas to be cleared by the property owner.

Mayor Shute asked if the map indicates areas that Parks and Rec has done in the past. Pruetting confirmed.

Steve Hines, 29147 W. 151st St, owns Groundhouse Coffee and the attached bakery, as well as neighboring business space. They represent owners and merchants. They opened in 2012 and were told city would handle snow removal. The downtown area is confined area with numerous owners and merchants and all the parking is public parking. It's different than a retail center with one owner and all the parking belongs to them. Any downtown area is what gives a community a sense of place. This downtown area is what people think of when they think of Gardner. When large chains go in, they will be busy, but what gives the city a sense of place is its downtown. When he wanted a bike rack, he was told no. The previous development director eventually said they could provide their own, but the city would have to install because it was the city's sidewalk. The city maintains the landscaping. Mr. Hines asked to delay this for one season. The administrator had noted that neighboring cities don't clear snow in downtown. Gardner is missing a time frame for downtown merchants. If it snows Saturday afternoon, Groundhouse opens 7am Sunday. He will clear it in front of his business, but other businesses aren't required to clear their snow until Sunday night or Monday. Take time to make informed decision on the best way to proceed.

Councilmember Winters asked where does the Groundhouse property end. Mr. Hines said it ends at the wall according to the tax bill. Councilmember Gregorcyk asked how many building owners signed Mr. Hines' document. Mr. Hines focused on those who own their property, not tenants. Mayor Shute asked about a recusal from Gregorcyk. Gregorcyk said he pays $76 a month in CAM, which includes snow removal, and does not recuse himself. City Attorney Denk said the standard is whether he has direct pecuniary interest. Gregorcyk said he doesn't, because of the monthly CAM. He noted he never saw a map of the boundaries before tonight. Director Bruce said this is what the Parks staff uses for their reference. Gregorcyk confirmed he will not recuse because he has a contract and is a tenant not a landlord. Denk noted the ordinance reads owner and/or occupant. Gregorcyk will submit his contract as proof.

Jason Camis, Gardner Chamber of Commerce, had discussions with business owners and looked at other communities. If the city can hold off a year, they can plan. He noted the chamber is voluntary. Other communities have a "district" and fees or taxes can be levied. Downtown is the identity. How that is portrayed and serviced now and in the future is important. Camis suggests holding the ordinance one year. Mayor Shute noted an ordinance created district charges a fee to be used for maintenance, snow removal and beautification. Camis said the fee can be based on square footage. Shute asked Director Bruce how many times they remove snow in a typical season, what are the man-hours? Councilmember Winters noted a lot of the area is city property. Bruce said it varies storm to storm, and if it's weekday versus weekends. Staff prioritizes their clearing. Gregorcyk suggested holding the ordinance and do a time study on what is city property and what is public sidewalks. They can use a percentage of transient guest tax to offset the cost to the non-city property. Councilmember Roberts was in favor of keeping snow removal in downtown at the last discussion because they set precedence for 20 years. Baldwin asked if she wants to repeal current ordinance. Roberts confirmed. Councilmember Deaton asked if that includes all property. Roberts said it would be for the downtown area that they set precedence. Winters said the property ends at the building, but as a property owner, they go to the street. Roberts said they want downtown to be a destination, and providing snow removal for these businesses is showing the city means it. Shute said other cities have snow removal and the downtown businesses pay a portion of it. Gregorcyk supports suspending ordinance to determine cost over the winter. Deaton said her concern is the liability. Gregorcyk said they've taken the liability for 20 years. Deaton asked why they should continue that. This ordinance was voted on almost unanimously. The liability falls by state statute and city ordinance on the property owner. If the city assumes snow removal, then liability is on the city and on taxpayers. Gregorcyk said the liability has been on the city for 20 years. Shute said it was a validly passed ordinance. Gregorcyk said it wasn't enforced for 5 years. Baldwin noted the ordinance states that private owners will clear their snow. If they use transient guest tax, they need to be equitable to all business districts. If the city will clear the snow, why insert government into a private transaction. Gregorcyk said they've done it for 20 years. Baldwin asked why they would continue a bad decision. It's a private business with a private contract. Shute said the 2016 ordinance was driven by the city's liability insurance provider. They said it was bringing undue liability on the city. Other owners clear their sidewalks; this ordinance included downtown. There were issues that led to it not being enforced, but the original intent was to shield the city from liability. They can set a business district like other communities and the downtown businesses can pay a fee, but not hold the city

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responsible for what happens on the sidewalk in front of their business. Gregorcyk said if they know what the labor is, they can determine costs for the building owners. Baldwin said they can get the cost by calling a contractor. Roberts asked if the ordinance 5 years ago have a grace period, and can that grace period be apply this year? Baldwin said they don't' need a grace period since they discussed it in July. This is a common business expense. Camis said other business owners went into CAMs knowingly, but they couldn't get 25 business owners organized in the short time since July. They can't get quotes right now; contractors are booked. There can be issues of customers not accessing businesses because a neighboring business didn't shovel their sidewalks. In Ottawa, businesses have 4 or 6 hours for snow removal, and includes the city removing the snow from off-street parking. Camis asked for an extra year to organize. The chamber can help, but not every business is in the chamber, and they can't compel them to participate. Baldwin said individual business owners have the liability and need to clear their sidewalk to get business in. They can look at the hours, but there's incentive for everyone to clean their sidewalks. He asked why these businesses are special. If continuing on 20 years of bad precedence, the city should charge them, or open it to every business on Main St. Baldwin said the ADA committee chose 48 hours because they thought it would be difficult to make it less. They can revisit that. Shute said there should be a different standard for business vs. residential. Baldwin suggested letting the businesses handle it for a year and then see if they need to revisit. Gregorcyk suggested setting a timeline of 6 months, then discuss options with building owners. Baldwin asked if that's for all business owners, not just downtown. Gregorcyk said they should be invited. They don't know how much it costs now. Pruetting said at the Justice Center it costs $500 from 1-3 inches, and then goes up for based on square footage, sidewalks, salt, and sand. Cost isn't the main consideration, liability is. If they want to look at cost, they can contract for businesses for this year and see what it is. Gregorcyk said they can divide the cost over the interested business owners, and have a contractor do it. Deaton asked why the city will hire the contractor and collect the money. She supports getting completely out of it, as the risk assessor said. Winters asked how liability is determined if they own to their wall. Denk said all sidewalks are in the public right of way. A building owner owns to the centerline of the right of way. If the city removes the snow and relieves property owners of that responsibility, then the city takes on the risk. Denk referenced CO 18 and said the transient guest tax can only be used for economic development promotion. One provision applies to "activities designed to encourage retention and expansion of existing businesses in the community." Gregorcyk supports that use. Denk said other municipalities have done this through a Community Improvement District, but the way it's used in this context is different. There would need to be a proposed district boundary and property owners within that district would petition the city. Part of the activities that the CID can perform is snow removal. Shute said the owners in that district would be assessed fees. Winters said delaying one more season would afford the owners the ability to do that. Shute said a CID would calculate fees that could go up and some owners may not be able to afford them. Baldwin said the government shouldn't implement a CID; it needs to be requested by the business owners. Gregorcyk said it's an opportunity to attract more business. Baldwin said when advertising that people do maintenance here, it's not an attraction. Gregorcyk referenced Mr. Hines' saying he was told the city had precedence to remove snow. It was an added value. Baldwin said the businesses could change ownership and that would change the CID. Gregorcyk said there's a 20-year precedence, and the city held the liability for the past 5 years. Baldwin asked if they are doing things inaccurately, putting the city in liability, and they should continue it. Gregorcyk said they can get better data for decision. Shute said there is an ordinance. Roberts and Winters support waiting a year, Gregorcyk supports 6 months to communicate. Shute asked how they will absolve the city of liability. Baldwin said they can repeal the ordinance. Gregorcyk said it's a start. Deaton said the ordinance is for all property owners, so no one would have to shovel. Gregorcyk said don't repeal it, but do a 6-month moratorium and assess it specific to the map. Shute said they need agreement from property owners that the city isn't liable. Deaton said the person who is injured will hold the city responsible. Baldwin said they can't put the city in a liable position any longer. Winters said the liability is concerning, and MPR is saying that. Sam Boyajian, 131 E. Main St., said they don't do this for other businesses, but downtown is the face of a community. City Hall is downtown because downtown is special. He doesn't believe an attorney would not go after the city and only go after a property owner. His property line ends at his wall. Pruetting said by state statute, the adjacent property owner maintains sidewalk. Shute said they changed in 2016 because the risk management firm said if the city continues, they assume liability. Boyajian asked who is responsible, the owner or lessee? Baldwin said the owner and tenant would need an agreement. Pruetting said

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any cost to abate a problem would go to the property owner. Shute said because they are discussing it, they are exposing themselves to undue liability. Baldwin said there's less liability if the city is out of the equation. Winters agrees. Deaton said the state statute is clear. Taking on responsibility means taking on the risk. They are putting liability on every taxpayer. Those taxpayers are already responsible for their own sidewalks, and now they'll be liable for these sidewalks. Winters asked if they can push the snow to the street, and the city can remove it. Pruetting said they do that now; the snow is put in an off-street parking spot and the city removes it. Shute said Parks & Rec wouldn't be pushing it from the sidewalk. Deaton said that would absolve the city and taxpayers of the liability and they would be following the ordinance. Winters said liability is a deal breaker. Gregorcyk asked how they will enforce when they haven't for the past 5 years. Pruetting said staff send a letter notifying them to abate a problem. If they don't, the city hires a contractor and puts a lien on the property. Pruetting said they need to shorten the time. Shute supports amending the ordinance to shorten the time for businesses. Pruetting said they can designate a downtown boundary where the time would be different. Camis asked who clears parking stalls on Main St. Pruetting said Public Works. Bruce said staff can prioritize parking for businesses and clear the snow once the business removes it from the sidewalk. Shute said they may have consensus to set up a district time limit for removal. Baldwin suggested getting input from business owners. The EDAC can look into it. Deaton suggested involving PWAAC. Winters said realizing the liability was a turning point for him. They can't put the city in that position. Shute said discussion needs to continue with business owners. Baldwin said they could host a town hall.

PUBLIC COMMENTS

No additional members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on September 20, 2021**
2. **Standing approval of City expenditures prepared September 17, 2021 in the amount of $1,530,852.89; and September 24, 2021 in the amount of $1,032,570.03**

Councilmember Gregorcyk made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. **Consider a request for a Waiver of the Distance Limitation and a "General Retailer" Special Event permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a bags/cornhole tournament**

City Clerk Sharon Rose said this is a housekeeping item in relation to the public hearing held earlier this evening. This will be for a charity tournament to be held at Tumbleweed Bar & Grill. She noted that Tumbleweed received a temporary extension of their state liquor license for this, as well.

Councilmember Baldwin made a motion to approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a bags/cornhole tournament to be held October 9, 2021 at Tumbleweed Bar and Grill, 615 E. Main St.

Councilmember Winters Seconded.

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

2. Consider a resolution declaring the intent of the City to issue Industrial Revenue Bonds (taxable under Federal Law) for the purpose of financing a portion of the costs of the acquisition, construction and equipping of Phase 2 of a multifamily apartment project within the City (Tallgrass Apartments, Phase 2)

Finance Director Matt Wolff said June 7, 2021, the City Council approved Resolution No. 2084 (the "Master Resolution of Intent") expressing its intent to issue up to $37,900,000 principal amount of Industrial Revenue Bonds (IRBs) to finance a portion of one or multiple phases of a multifamily apartment project (Tallgrass). 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. The Master Resolution of Intent provides that the developer will request, and the City Council will consider, a supplemental Resolution of Intent for each phase of the project. When the supplemental Resolution of Intent is considered for each phase, the developer can obtain a sales tax exemption certificate applicable to the construction materials and equipment associated with such phase. The proposed resolution is declaring the intent to issue up to $12,540,000 in IRBs for Phase 2 of the multifamily development (Tallgrass). The bonds shall not be general obligations of the City, nor constitute a pledge of full faith and credit of the City and shall not be payable in any manner by taxation.

Councilmember Gregorcyk said the master resolution of intent is $37.9 Million. Phase 2 is $12.6 Million. How many phases are there and how much is left in the master? Director Wolff said around $25.4 Million. Director Knopick said Phase 1 is almost complete, and not applicable under the master resolution. He believes there are 3 more phases. Mayor Shute noted these IRBs were requested for sales tax exemption for construction supplies. Wolff confirmed and stated there is no property tax abatement. Shute said there is no obligation on the city. Wolff said the city doesn't have the businesses that support this type of construction materials.

Councilmember Gregorcyk made a motion to adopt a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed $12,540,000 for the purpose of financing a portion of the acquisition, construction and equipping of Phase 2 of a multifamily apartment project within the City (Tallgrass Apartments, Phase Two)

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2094.

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

3. Consider approving new reorder point and quantity stock levels and authorizing the implementation of the 2022 Utilities Purchasing Program

Utilities Director Gonz Garcia said due to the new construction plans for the next 3-4 years and extended lead times to get materials, staff recommends increasing the reorder point and quantity.

Councilmember Gregorcyk asked how staff determines what is critical or not critical, considering lead times. Director Garcia said back in 2018, they implemented a management program with Lucity. They set up 5 warehouses to track the 5 divisions. Electric Distribution and Line Maintenance have the highest inventory. Based on historical usage, staff determined what is critical and set reorder points and quantities.

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Councilmember Gregorcyk made a motion to approve new reorder point and quantity stock levels and authorize the implementation of the 2022 Utilities Purchasing Program as proposed.

Councilmember Baldwin Seconded.

COUNCIL UPDATES

Chief Belcher said Wednesday is national Coffee with a Cop. They will have an event at the Justice Center at 8:30am with Sheriff's officers. The coffee will be supplied by Groundhouse.

Mayor Shute asked about a date for the US56 project bid letting. Director Headlee said October 20. Councilmember Winters noted winter is coming, and asked if there is any way to be proactive with potholes as a stopgap until construction starts. Headlee said he will discuss with KDOT.

Director Knopick said they will have an EDAC meeting next Wednesday. Building permits have slowed, but currently they have 20 single-family home permits and Treadway Apartments have come in with their Phase 1 permits. Builders are suffering with supply chain issues and labor issues.

Director Bruce thanked city staff with their assistance with the Grand Slam festival. They sold over 300 tickets. Council relayed positive their feedback.

Councilmember Roberts asked when the cones will be removed on Santa Fe turning onto 56. Director Headlee will look into it.

Councilmember Gregorcyk thanked Administrator Pruetting and Director Headlee for the new truck fine signs throughout the city.

Mayor Shute thanked staff for Grand Slam. Shute asked about the pedestrian signal at 183rd and Center. Cones are still there. Director Headlee said they are having supply chain issues. The signal pole shipped the end of last week. Shute asked how staff can mitigate those issues and get supplies on hand. Headlee said they are looking at signals, and said they aren't consistent in the types of materials used. The goal is to get to a consistent approach on signalization.

EXECUTIVE SESSION

1. **Consider entering into executive session to discuss matters of attorney-client privilege relating to the Gardner Road/I-35 project**

Councilmember Deaton made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b)(2), to discuss matters of attorney-client privilege relating to the Gardner Road/I-35 project beginning at 8:29 pm; returning to regular session at 8:44 pm.

Councilmember Winters Seconded.

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

Councilmember Gregorcyk made a motion to resume regular session at 8:45 p.m.

Councilmember Baldwin seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 8:45p.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
0004828	00	AMERICAN NATIONAL BANK							
09152021		005009		00	09/30/2021	301-9100-491.71-01	2018 LEASE PAYMENT	CHECK #: 127	54,457.26
09152021		005009		00	09/30/2021	301-9100-491.71-02	2018 LEASE PAYMENT	CHECK #: 127	23,500.29
							VENDOR TOTAL *	.00	77,957.55
0004449	00	FIRST OPTION BANK							
09212021		005007		00	09/30/2021	301-9100-491.71-01	2016C LEASE PAYMENT	CHECK #: 122	33,000.00
09212021		005008		00	09/30/2021	301-9100-491.71-02	2016C LEASE PAYMENT	CHECK #: 122	4,320.00
							VENDOR TOTAL *	.00	37,320.00
0005013	00	HSA BANK							
W334300		005005		00	09/28/2021	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	89.25
							VENDOR TOTAL *	.00	89.25
0000332	00	KANSAS STATE TREASURER							
R1211001113708		005010		00	09/30/2021	117-9100-491.71-01	2016A STREET PROGRAM PH 1	CHECK #: 100	135,000.00
R1211001113708		005010		00	09/30/2021	117-9100-491.71-02	2016A STREET PROGRAM PH 1	CHECK #: 100	13,050.00
R1211001113705		005010		00	09/30/2021	117-9100-491.71-01	2017A STREET PROGRAM PH 1	CHECK #: 100	130,000.00
R1211001113705		005010		00	09/30/2021	117-9100-491.71-02	2017A STREET PROGRAM PH 1	CHECK #: 100	13,218.75
R1211001113699		005010		00	09/30/2021	117-9100-491.71-01	2018A STREET PROGRAM PH 2	CHECK #: 100	155,000.00
R1211001113699		005010		00	09/30/2021	117-9100-491.71-02	2018A STREET PROGRAM PH 2	CHECK #: 100	31,125.00
R1211001113704		005010		00	09/30/2021	117-9100-491.71-01	2019E PMP	CHECK #: 100	80,000.00
R1211001113704		005010		00	09/30/2021	117-9100-491.71-02	2019E PMP	CHECK #: 100	10,300.00
R1211001113706		005010		00	09/30/2021	130-9100-491.71-01	2014B KDOT REFUND TR0101	CHECK #: 100	45,000.00
R1211001113706		005010		00	09/30/2021	130-9100-491.71-02	2014B KDOT REFUND TR0101	CHECK #: 100	5,881.25
R1211001113704		005010		00	09/30/2021	130-9100-491.71-01	2019E SANTA FE IMPROVE.	CHECK #: 100	145,000.00
R1211001113704		005010		00	09/30/2021	130-9100-491.71-02	2019E SANTA FE IMPROVE.	CHECK #: 100	19,200.00
R1211001113701		005009		00	09/30/2021	301-9100-491.71-01	2011A	CHECK #: 100	65,000.00
R1211001113701		005009		00	09/30/2021	301-9100-491.71-02	2011A	CHECK #: 100	13,852.50
R1211001113696		005010		00	09/30/2021	301-9100-491.71-01	2014A USD231 CAMPUS BD	CHECK #: 100	127,500.00
R1211001113696		005010		00	09/30/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	18,292.19
R1211001113696		005010		00	09/30/2021	301-9100-491.71-01	2014A USD231 CAMPUS BD	CHECK #: 100	108,375.00
R1211001113696		005010		00	09/30/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	15,548.36
R1211001113696		005010		00	09/30/2021	301-9100-491.71-01	2014A USD231 CAMPUS BD	CHECK #: 100	6,375.00
R1211001113696		005010		00	09/30/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	914.61
R1211001113696		005010		00	09/30/2021	301-9100-491.71-01	2014A USD231 CAMPUS BD	CHECK #: 100	12,750.00
R1211001113696		005010		00	09/30/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	1,829.22
R1211001113706		005010		00	09/30/2021	301-9100-491.71-01	2014B POOL IMPROVEMENTS	CHECK #: 100	70,000.00
R1211001113706		005010		00	09/30/2021	301-9100-491.71-02	2014B POOL IMPROVEMENTS	CHECK #: 100	1,400.00
R1211001113706		005010		00	09/30/2021	301-9100-491.71-01	2014B KDOT REFUND TR0106	CHECK #: 100	190,000.00
R1211001113706		005010		00	09/30/2021	301-9100-491.71-02	2014B KDOT REFUND TR0106	CHECK #: 100	24,500.00
R1211001113708		005010		00	09/30/2021	301-9100-491.71-01	2016A NET CASH REF 2008B	CHECK #: 100	135,000.00
R1211001113708		005010		00	09/30/2021	301-9100-491.71-02	2016A NET CASH REF 2008B	CHECK #: 100	17,850.00
R1211001113705		005010		00	09/30/2021	301-9100-491.71-01	2017A NET CASH REF 2009A	CHECK #: 100	410,000.00
R1211001113705		005010		00	09/30/2021	301-9100-491.71-02	2017A NET CASH REF 2009A	CHECK #: 100	25,650.00
R1211001113699		005010		00	09/30/2021	301-9100-491.71-01	2018A JUSTICE CENTER	CHECK #: 100	490,000.00
R1211001113699		005010		00	09/30/2021	301-9100-491.71-02	2018A JUSTICE CENTER	CHECK #: 100	228,925.01
R1211001113699		005010		00	09/30/2021	301-9100-491.71-01	2018A POOL IMPROVEMENTS	CHECK #: 100	15,000.00
R1211001113699		005010		00	09/30/2021	301-9100-491.71-02	2018A POOL IMPROVEMENTS	CHECK #: 100	3,125.00
R1211001113702		005010		00	09/30/2021	301-9100-491.71-01	2020B	CHECK #: 100	440,000.00

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
0000332	00	KANSAS STATE TREASURER							
R1211001113702		005010		00	09/30/2021	301-9100-491.71-02	2020B	CHECK #: 100	100,233.33
R1211001113703		005010		00	09/30/2021	301-9100-491.71-02	2020C HILLTOP BD 1	CHECK #: 100	3,152.02
R1211001113703		005010		00	09/30/2021	301-9100-491.71-02	2020C HILLTOP BD 2	CHECK #: 100	1,552.49
R1211001113703		005010		00	09/30/2021	301-9100-491.71-02	2020C TUSCAN FARMS	CHECK #: 100	4,062.00
R1211001113703		005010		00	09/30/2021	301-9100-491.71-02	2020C TUSCAN FARMS	CHECK #: 100	8,063.00
R1211001113707		005010		00	09/30/2021	501-9100-491.71-01	2016B TAXABLE ELEC TRANSF	CHECK #: 100	85,000.00
R1211001113707		005010		00	09/30/2021	501-9100-491.71-02	2016B TAXABLE ELEC TRANSF	CHECK #: 100	8,162.50
R1211001113697		005010		00	09/30/2021	501-9100-491.71-01	2020A ELECTR SMART METERS	CHECK #: 100	200,000.00
R1211001113697		005010		00	09/30/2021	501-9100-491.71-02	2020A ELECTR SMART METERS	CHECK #: 100	45,762.50
R1211001113700		005010		00	09/30/2021	521-9100-491.71-01	2015A KDHE REFUND BONDS	CHECK #: 100	400,000.00
R1211001113700		005010		00	09/30/2021	521-9100-491.71-02	2015A KDHE REFUND BONDS	CHECK #: 100	31,950.00
R1211001113697		005010		00	09/30/2021	521-9100-491.71-01	2020A WATER TRTMT PLANT	CHECK #: 100	645,000.00
R1211001113697		005010		00	09/30/2021	521-9100-491.71-02	2020A WATER TRTMT PLANT	CHECK #: 100	356,018.75
R1211001113697		005010		00	09/30/2021	521-9100-491.71-01	2020A WATER SMART METERS	CHECK #: 100	65,000.00
R1211001113697		005010		00	09/30/2021	521-9100-491.71-02	2020A WATER SMART METERS	CHECK #: 100	15,225.00
R1211001113696		005010		00	09/30/2021	531-9100-491.71-01	2014A WHITE DR SAN SEWER	CHECK #: 100	60,000.00
R1211001113696		005010		00	09/30/2021	531-9100-491.71-02	2014A WHITE DR SAN SEWER	CHECK #: 100	8,721.88
R1211001113698		005010		00	09/30/2021	531-9100-491.71-01	2019B CRANE & TANK	CHECK #: 100	205,000.00
R1211001113698		005010		00	09/30/2021	531-9100-491.71-02	2019B CRANE & TANK	CHECK #: 100	18,690.00
R1211000111369		5005010		00	09/30/2021	551-9100-491.71-01	2013A : 2004D REFUND	CHECK #: 100	35,000.00
R1211000111369		5005010		00	09/30/2021	551-9100-491.71-02	2013A : 2004D REFUND	CHECK #: 100	1,443.75
							VENDOR TOTAL *	.00	5,502,699.11
0002216	00	PATRIOTS BANK							
09162021		005006		00	09/30/2021	001-3120-431.61-09	2019 DUMP TRUCK LEASE PMT	CHECK #: 129	17,514.23
							VENDOR TOTAL *	.00	17,514.23
0099999	00	REUSCH, DAVODA							
000065095		UT		00	07/23/2021	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 129543	17.85-
							VENDOR TOTAL *	.00	17.85-
							HAND ISSUED TOTAL ***		5,635,562.29
							TOTAL EXPENDITURES ****	.00	5,635,562.29
							GRAND TOTAL **********		5,635,562.29

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
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
71837		005020		00	10/01/2021	001-2110-421.31-15	SCHOOL CROSSING GUARD SVC	EFT:	3,040.87
71557-109		005020		00	10/01/2021	001-2110-421.31-15	SCHOOL CROSSING GUARD SVC	EFT:	2,804.93
							VENDOR TOTAL *	.00	5,845.80
0000029	00	ALTEC INDUSTRIES, INC.							
50840190		005020		00	10/01/2021	501-4130-441.43-05	REPAIRS #405	EFT:	364.77
							VENDOR TOTAL *	.00	364.77
0000566	00	AMERICAN TOPSOIL, INC.							
137211		005020		00	10/01/2021	521-4230-442.52-12	DIRT	EFT:	198.00
137212		005020		00	10/01/2021	521-4230-442.52-12	DIRT	EFT:	198.00
137224		005020		00	10/01/2021	531-4330-443.52-12	DIRT	EFT:	198.00
							VENDOR TOTAL *	.00	594.00
0002582	00	AMINO BROTHERS CO, INC							
PAY APP 2		PI0536	007710	00	09/29/2021	130-3130-431.62-04	CONTRACTED WORK	EFT:	277,859.27
							VENDOR TOTAL *	.00	277,859.27
0001986	00	ANIXTER, INC.							
4988025-01		005020		00	10/01/2021	501-4130-441.52-25	CARETAKER REFACTOR	EFT:	78.99
5064357-00		PI0537	007766	00	09/17/2021	501-4130-441.52-13	CABINET FIBERGLASS	EFT:	9,020.74
							VENDOR TOTAL *	.00	9,099.73
0005162	00	BLUEJACKET CROSSING VINEYARDWINERY							
2021 GRAND		SLAM005019		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0004689	00	BOOT HILL DISTILLERY							
2021 GRAND		SLAM005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0005137	00	BOURGMONT WINERY LLC							
2021 GRAND		SLAM005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0004670	00	BREW LAB							
2021 GRAND		SLAM005012		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0004738	00	BUCK-U DISTILLERY							
2021 GRAND		SLAM005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0000001	00	CENTURYLINK							
313239127	0921	005020		00	10/01/2021	531-4320-443.40-03	MONTHLY BILLING	279.62	
							VENDOR TOTAL *	279.62	
0004114	00	CHAFFEE LOK-PRO							
3260		005020		00	10/01/2021	521-4220-442.52-01	LOCKSMITH SERVICES	EFT:	1,696.00

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0004114	00	CHAFFEE LOK-PRO							
							VENDOR TOTAL *	.00	1,696.00
0003640	00	CONTINENTAL RESEARCH CORP							
0029992		005020		00	10/01/2021	001-3120-431.52-16	SALT REMOVAL RINSE	EFT:	361.14
							VENDOR TOTAL *	.00	361.14
0004795	00	CRAFCO, INC.							
9402568307		005020		00	10/01/2021	001-3120-431.52-08	CRACK FILL MATERIALS	EFT:	3,150.00
9402568307		005020		00	10/01/2021	551-4520-445.43-04	CRACK FILL MATERIALS	EFT:	1,575.00
							VENDOR TOTAL *	.00	4,725.00
0000601	00	CUSTOM METAL & FABRICATION							
29313		005020		00	10/01/2021	501-4130-441.52-04	CUTTING	EFT:	99.43
29322		005020		00	10/01/2021	501-4130-441.52-04	METAL	EFT:	28.69
							VENDOR TOTAL *	.00	128.12
0002336	00	DAVIS, PHIL							
09292021		005020		00	10/01/2021	001-6110-461.54-51	DJ SERVICES	350.00	
							VENDOR TOTAL *	350.00	
0004096	00	DESIGN 4 SPORTS							
36985		005020		00	10/01/2021	001-6110-461.47-53	UNIFORMS	EFT:	45.50
37025		005020		00	10/01/2021	001-6110-461.47-53	UNIFORMS	EFT:	46.00
							VENDOR TOTAL *	.00	91.50
0003481	00	DPC INDUSTRIES INC							
817002635-21		PI0533	007585	00	09/13/2021	521-4220-442.52-13	CHEMICALS	EFT:	858.00
							VENDOR TOTAL *	.00	858.00
0005161	00	EMPTY NESTER'S WINERY							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0004946	00	EVERGY							
4469208877		0921005021		00	10/01/2021	521-4220-442.40-05	MONTHLY BILLING	49.59	
7011930732		0921005021		00	10/01/2021	531-4320-443.40-05	MONTHLY BILLING	303.12	
							VENDOR TOTAL *	352.71	
0005160	00	EXBEERIMENT BREWING							
2021 GRAND SLAM		005014		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	250.00
							VENDOR TOTAL *	.00	250.00
0099999	00	EZEAPUTA, SHEILA							
000060737		UT		00	09/22/2021	501-0000-229.00-00	MANUAL CHECK	38.15	
							VENDOR TOTAL *	38.15	
0004900	00	FIELDS & IVY BREWING COMPANY LLC							
2021 GRAND SLAM		005015		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0000086	00	GALLS, LLC							

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0000086	00	GALLS, LLC							
019339732		005021		00	10/01/2021	001-2120-421.53-02	UNIFORMS	EFT:	61.77
019362400		005021		00	10/01/2021	001-2120-421.53-02	UNIFORMS	EFT:	16.58
							VENDOR TOTAL *	.00	78.35
0001840	00	GT DISTRIBUTORS INC							
INV0865322		005021		00	10/01/2021	001-2120-421.53-02	SIGHT OPTICS	EFT:	160.00
							VENDOR TOTAL *	.00	160.00
0000013	00	HACH COMPANY							
12647982		005021		00	10/01/2021	521-4220-442.52-12	REAGENTS	EFT:	252.96
12650132		005021		00	10/01/2021	521-4220-442.52-12	REAGENTS	EFT:	165.30
							VENDOR TOTAL *	.00	418.26
0004993	00	HARTFORD, THE							
362718373274		005021		00	10/01/2021	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
362718373274		005021		00	10/01/2021	001-1140-411.21-02	MONTHLY BILLING	EFT:	12.20
362718373274		005021		00	10/01/2021	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362718373274		005021		00	10/01/2021	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362718373274		005021		00	10/01/2021	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
362718373274		005021		00	10/01/2021	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
362718373274		005021		00	10/01/2021	001-2110-421.21-02	MONTHLY BILLING	EFT:	30.56
362718373274		005021		00	10/01/2021	001-2120-421.21-02	MONTHLY BILLING	EFT:	129.98
362718373274		005021		00	10/01/2021	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362718373274		005021		00	10/01/2021	001-3110-431.21-02	MONTHLY BILLING	EFT:	9.16
362718373274		005021		00	10/01/2021	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362718373274		005021		00	10/01/2021	001-3120-431.21-02	MONTHLY BILLING	EFT:	36.64
362718373274		005021		00	10/01/2021	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362718373274		005021		00	10/01/2021	001-6105-461.21-02	MONTHLY BILLING	EFT:	21.40
362718373274		005021		00	10/01/2021	001-6120-461.21-02	MONTHLY BILLING	EFT:	29.06
362718373274		005021		00	10/01/2021	001-7110-471.21-02	MONTHLY BILLING	EFT:	18.32
362718373274		005021		00	10/01/2021	001-7120-471.21-02	MONTHLY BILLING	EFT:	12.20
362718373274		005021		00	10/01/2021	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
362718373274		005021		00	10/01/2021	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362718373274		005021		00	10/01/2021	501-4130-441.21-02	MONTHLY BILLING	EFT:	45.43
362718373274		005021		00	10/01/2021	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362718373274		005021		00	10/01/2021	521-4220-442.21-02	MONTHLY BILLING	EFT:	25.98
362718373274		005021		00	10/01/2021	521-4230-442.21-02	MONTHLY BILLING	EFT:	38.30
362718373274		005021		00	10/01/2021	531-4320-443.21-02	MONTHLY BILLING	EFT:	27.48
362718373274		005021		00	10/01/2021	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362718373274		005021		00	10/01/2021	601-1230-412.21-02	MONTHLY BILLING	EFT:	9.16
362718373274		005021		00	10/01/2021	602-1340-413.21-02	MONTHLY BILLING	EFT:	13.74
362718373274		005021		00	10/01/2021	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362718373274		005021		00	10/01/2021	604-1320-413.21-02	MONTHLY BILLING	EFT:	30.56
							VENDOR TOTAL *	.00	636.99
0005092	00	IRVINE'S JUST BEYOND PARADISE							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0001362	00	JOHNSON COUNTY COMMUNITY COLLEGE							

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0001362	00	JOHNSON COUNTY COMMUNITY COLLEGE							
S0570148		005021		00	10/01/2021	001-2120-421.46-01	POLICE ACADEMY TRAINING	EFT:	983.67
							VENDOR TOTAL *	.00	983.67
0004118	00	KANSAS BUREAU OF INVESTIGATION							
091606		005021		00	10/01/2021	001-0000-207.10-30	TYLER ROSS SANDERS	400.00	
							VENDOR TOTAL *	400.00	
0002671	00	KANSAS GAS SERVICE							
105962227	0921	005021		00	10/01/2021	001-6120-461.40-04	MONTHLY BILLING	52.09	
161419073	0921	005021		00	10/01/2021	501-4130-441.40-04	MONTHLY BILLING	52.46	
							VENDOR TOTAL *	104.55	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1060251		005021		00	10/01/2021	531-4320-443.31-15	LOCATES	EFT:	69.60
							VENDOR TOTAL *	.00	69.60
0004592	00	KC WINE CO							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	500.00	
							VENDOR TOTAL *	500.00	
0004851	00	L & T TREE SERVICE							
1486		005021		00	10/01/2021	001-6120-461.52-01	TREE REMOVAL	3,700.00	
							VENDOR TOTAL *	3,700.00	
0002979	00	LOCHNER, H W INC							
000017796-2		PI0534	007679	00	09/22/2021	551-4540-445.61-03	PROFESSIONAL SERVICES	EFT:	1,626.17
							VENDOR TOTAL *	.00	1,626.17
0000142	00	OLATHE WINWATER WORKS							
164689	00	005021		00	10/01/2021	521-4230-442.52-12	COUPLING	EFT:	197.00
164150	00	005021		00	10/01/2021	521-4230-442.52-12	SLEEVE/VALVE	EFT:	4,300.00
163253	00	005021		00	10/01/2021	521-4230-442.52-32	SADDLE	EFT:	3,750.00
163252	00	005021		00	10/01/2021	521-4230-442.52-32	SADDLE	EFT:	3,500.00
164790	00	005021		00	10/01/2021	531-4330-443.52-12	PIPE	EFT:	1,090.00
164768	00	005021		00	10/01/2021	531-4330-443.52-12	REPAIRS	EFT:	1,968.00
							VENDOR TOTAL *	.00	14,805.00
0005158	00	OUTFIELD BEER CO							
2021 GRAND SLAM		005016		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	250.00
							VENDOR TOTAL *	.00	250.00
0004543	00	OZ WINERY							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	500.00	
							VENDOR TOTAL *	500.00	
0003235	00	PIONEER MANUFACTURING COMPANY							
INV807373		005021		00	10/01/2021	001-6120-461.52-01	PAINT	EFT:	1,632.00
							VENDOR TOTAL *	.00	1,632.00
0000149	00	PRAXAIR DISTRIBUTION INC							

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0000149	00	PRAXAIR DISTRIBUTION INC							
66072324		005021		00	10/01/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	50.46
							VENDOR TOTAL *	.00	50.46
0005149	00	PRECISIONAIRE OF THE MIDWEST, INC							
21015-K		005021		00	10/01/2021	603-3150-431.31-15	TAB AND HVAC TESTING	970.00	
							VENDOR TOTAL *	970.00	
0004927	00	PROGRESSIVE ELECTRONICS, INC							
0149268-IN		005021		00	10/01/2021	602-1340-413.31-15	ELECTRONIC REPAIRS	EFT:	370.00
							VENDOR TOTAL *	.00	370.00
0005099	00	QUADIENT, INC							
58743208		005021		00	10/01/2021	602-1340-413.44-02	POSTAGE	208.76	
							VENDOR TOTAL *	208.76	
0000150	00	QUILL CORPORATION							
19311453		005021		00	10/01/2021	521-4220-442.52-20	OFFICE SUPPLIES	122.66	
							VENDOR TOTAL *	122.66	
0004695	00	RADIUS BREWING COMPANY							
2021 GRAND SLAM		005017		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0099999	00	RAUSCH COLEMAN HOMES							
000041665		UT		00	09/27/2021	501-0000-229.00-00	MANUAL CHECK	178.32	
000041665		UT		00	09/27/2021	501-0000-229.00-00	MANUAL CHECK	1,253.25	
000041665		UT		00	09/27/2021	501-0000-229.00-00	MANUAL CHECK	272.34	
							VENDOR TOTAL *	1,703.91	
0003110	00	REJIS COMMISSION							
469138		005021		00	10/01/2021	001-2110-421.31-15	LEWEB SUBSCRIPTION	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0003305	00	RICOH USA INC							
5062847852		005021		00	10/01/2021	501-4130-441.43-02	MONTHLY BILLING	EFT:	64.78
							VENDOR TOTAL *	.00	64.78
0000158	00	SANTA FE AIR CONDITIONING							
188678		005021		00	10/01/2021	001-6120-461.31-15	HVAC REPAIRS CEL PARK	EFT:	810.00
							VENDOR TOTAL *	.00	810.00
0003963	00	SELECTRON TECHNOLOGIES, INC.							
4429		PI0538	007768	00	09/15/2021	602-1340-413.47-05	ANNUAL SERVICE FEE	EFT:	18,175.00
							VENDOR TOTAL *	.00	18,175.00
0005157	00	SILVERBACK BREWING COMPANY							
2021 GRAND SLAM		005013		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	250.00
							VENDOR TOTAL *	.00	250.00
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC							
112939639-001		005021		00	10/01/2021	001-6120-461.52-01	TURF MAINTENANCE	EFT:	1,069.49
112939639-001		005021		00	10/01/2021	001-6120-461.52-01	IRRIGATION REPAIRS	EFT:	398.93
							VENDOR TOTAL *	.00	1,468.42
0004537	00	SMOKY HILL VINEYARDS & WINERY							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	500.00	
							VENDOR TOTAL *	500.00	
0005159	00	STANTEC CONSULTING SERVICES							
1833679		PI0539	007772	00	09/17/2021	117-3120-431.62-05	PAVEMENT ASSESSMENT	EFT:	22,000.00
							VENDOR TOTAL *	.00	22,000.00
0004535	00	STONE PILLAR VINEYARD & WINERY							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	500.00	
							VENDOR TOTAL *	500.00	
0004785	00	SUMNERONE, INC							
2981199		005021		00	10/01/2021	501-4110-441.43-02	COPIER MAINTENANCE	EFT:	42.22
2987618		005021		00	10/01/2021	501-4130-441.43-02	COPIER MAINTENANCE	EFT:	18.36
							VENDOR TOTAL *	.00	60.58
0004482	00	SUPERION, LLC							
331608		005020		00	10/01/2021	602-1340-413.47-05	MAINTENANCE FEE	EFT:	1,230.00
331607		005020		00	10/01/2021	602-1340-413.47-05	MAINTENANCE FEE	EFT:	1,025.00
							VENDOR TOTAL *	.00	2,255.00
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
31804		005021		00	10/01/2021	117-3120-431.43-06	PATCHING	EFT:	677.84
31781		005021		00	10/01/2021	117-3120-431.43-06	PATCHING	EFT:	340.89
							VENDOR TOTAL *	.00	1,018.73
0001178	00	TFMCOMM, INC							
214522		005021		00	10/01/2021	501-4130-441.31-15	REPAIRS	EFT:	1,974.94
							VENDOR TOTAL *	.00	1,974.94
0000176	00	TIME WARNER CABLE							
0108665091921		005021		00	10/01/2021	602-1340-413.47-05	MONTHLY BILLING	119.99	
0241458092121		005021		00	10/01/2021	602-1340-413.47-05	MONTHLY BILLING	950.00	
							VENDOR TOTAL *	1,069.99	
0004897	00	TRANSPORT BREWERY							
2021 GRAND SLAM		005018		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0000105	00	TYLER TECHNOLOGIES, INC							
025-350151		005021		00	10/01/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0004669	00	UNION HORSE DISTILLING COMPANY, LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004669	00	UNION HORSE DISTILLING COMPANY, LLC							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	250.00	
							VENDOR TOTAL *	250.00	
0000746	00	VANCE BROTHERS, INC							
PAY APP 3		PI0535	007690	00	09/28/2021	117-3120-431.62-05	CONTRACTED WORK	EFT:	11,143.56
							VENDOR TOTAL *	.00	11,143.56
0099999	00	WARREN STREET PARTNERS, LLC							
000047655		UT		00	09/27/2021	501-0000-229.00-00	MANUAL CHECK	159.68	
							VENDOR TOTAL *	159.68	
0003221	00	WEX BANK							
74056058		005021		00	10/01/2021	001-2110-421.52-09	MONTHLY BILLING	EFT:	208.40
74056058		005021		00	10/01/2021	001-2120-421.52-09	MONTHLY BILLING	EFT:	5,586.74
74056058		005021		00	10/01/2021	001-2120-421.43-05	MONTHLY BILLING	EFT:	7,289.06
74056058		005021		00	10/01/2021	001-2130-421.52-09	MONTHLY BILLING	EFT:	216.11
74056058		005021		00	10/01/2021	001-3116-431.52-09	MONTHLY BILLING	EFT:	27.66
74056058		005021		00	10/01/2021	001-3120-431.52-09	MONTHLY BILLING	EFT:	1,164.21
74056058		005021		00	10/01/2021	001-3130-431.52-09	MONTHLY BILLING	EFT:	486.14
74056058		005021		00	10/01/2021	001-6120-461.52-09	MONTHLY BILLING	EFT:	1,792.03
74056058		005021		00	10/01/2021	001-7120-471.52-09	MONTHLY BILLING	EFT:	450.80
74056058		005021		00	10/01/2021	521-4230-442.52-09	MONTHLY BILLING	EFT:	71.68
74056058		005021		00	10/01/2021	551-4520-445.52-09	MONTHLY BILLING	EFT:	371.96
74056058		005021		00	10/01/2021	603-3150-431.52-09	MONTHLY BILLING	EFT:	62.84
74056058		005021		00	10/01/2021	604-1320-413.52-09	MONTHLY BILLING	EFT:	386.05
							VENDOR TOTAL *	.00	18,113.68
0099999	00	WHEELER, LOGAN							
000065093		UT		00	09/21/2021	501-0000-229.00-00	FINAL BILL REFUND	63.24	
							VENDOR TOTAL *	63.24	
0004538	00	WHITE TAIL RUN WINERY							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	500.00	
							VENDOR TOTAL *	500.00	
0005164	00	WINE 4 YOU							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0005166	00	WYLDEWOOD CELLARS							
2021 GRAND SLAM		005020		00	10/01/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
							EFT/EPAY TOTAL ***		403,578.80
							TOTAL EXPENDITURES ****	13,773.27	403,578.80
							GRAND TOTAL **********		417,352.07

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							
9005320		005029		00	10/08/2021	001-1150-411.31-15	OFF-SITE STORAGE	1,486.85	
							VENDOR TOTAL *	1,486.85	
0005127	00	ACULAS HEALTH LLC							
10203		005055		00	10/08/2021	601-1230-412.31-15	PCP	300.00	
							VENDOR TOTAL *	300.00	
0000056	00	AMERICAN EQUIPMENT CO.							
42015		005047		00	10/08/2021	001-3120-431.52-16	PLOW CUTTING EDGES	EFT:	2,872.66
							VENDOR TOTAL *	.00	2,872.66
0005073	00	AMERICAN MESSAGING SERVICES							
E1400027VJ		005060		00	10/08/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	10.30
E1400476VJ		005050		00	10/08/2021	501-4130-441.40-03	MONTHLY BILLING	EFT:	126.82
E1400027VJ		005058		00	10/08/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	47.12
E1400027VJ		005056		00	10/08/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	7.30
E1400027VJ		005059		00	10/08/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	38.91
E1400027VJ		005057		00	10/08/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	7.30
							VENDOR TOTAL *	.00	237.75
0001986	00	ANIXTER, INC.							
5076311-00		005030		00	10/08/2021	501-4130-441.52-31	BUSHINGWELL INSERTS	EFT:	3,001.13
5079910-00		005031		00	10/08/2021	501-4130-441.52-31	COPPER CRIMP	EFT:	113.85
5059970-01		005032		00	10/08/2021	501-4130-441.52-31	COPPER WIRE	EFT:	1,773.50
5068237-00		005033		00	10/08/2021	501-4130-441.52-31	TRANSFORMER BLOCKS	EFT:	2,128.19
5066754-01		005034		00	10/08/2021	501-4130-441.52-31	MINI TAG HOLDER	EFT:	498.99
5069659-00		PI0541	007769	00	09/24/2021	501-4130-441.52-31	CABINETS	EFT:	8,285.51
5070423-00		PI0542	007770	00	09/24/2021	501-4130-441.52-31	CABLE	EFT:	7,936.94
4904042-00		005050		00	10/08/2021	501-4130-441.52-31	15KVA PADMOUNT TRANSFORME	EFT:	3,632.38
							VENDOR TOTAL *	.00	27,370.49
0004228	00	ANTHEM SPORTS, LLC							
317921		005053		00	10/08/2021	001-6110-461.47-53	FLAG FOOTBALL BELT	EFT:	295.80
							VENDOR TOTAL *	.00	295.80
0002764	00	APPLIED CONCEPTS							
391406		005053		00	10/08/2021	001-2120-421.52-20	BATTERIES	EFT:	150.00
							VENDOR TOTAL *	.00	150.00
0004994	00	BENEFITS DIRECT							
A010424		005064		00	10/08/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	48.20
A010424		005063		00	10/08/2021	001-1140-411.31-15	MONTHLY BILLING	EFT:	372.50
A010424		005065		00	10/08/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	30.18
A010424		005066		00	10/08/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.50
A010424		005068		00	10/08/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.28
A010424		005069		00	10/08/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.10
A010424		005071		00	10/08/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	27.80
A010424		005073		00	10/08/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	77.54
A010424		005074		00	10/08/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	238.88

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0004994	00	BENEFITS DIRECT							
A010424		005075		00	10/08/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.50
A010424		005076		00	10/08/2021	001-3110-431.21-01	MONTHLY BILLING	EFT:	13.90
A010424		005077		00	10/08/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	9.78
A010424		005078		00	10/08/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	56.24
A010424		005079		00	10/08/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	57.08
A010424		005088		00	10/08/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	39.90
A010424		005089		00	10/08/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	57.98
A010424		005090		00	10/08/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	44.08
A010424		005091		00	10/08/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	33.46
A010424		005081		00	10/08/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	40.80
A010424		005082		00	10/08/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	47.30
A010424		005083		00	10/08/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	95.56
A010424		005084		00	10/08/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	13.90
A010424		005085		00	10/08/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	61.20
A010424		005086		00	10/08/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	69.18
A010424		005087		00	10/08/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	47.30
A010424		005067		00	10/08/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	13.90
A010424		005072		00	10/08/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	41.70
A010424		005080		00	10/08/2021	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50
A010424		005070		00	10/08/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	36.68
A010424		005061		00	10/08/2021	721-0000-202.03-07	MONTHLY BILLING	EFT:	9,781.80
A010424		005062		00	10/08/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	260.28
							VENDOR TOTAL *	.00	11,715.00
0004748	00	BOLES, DAN							
09112021		004623		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	100.00
							VENDOR TOTAL *	.00	100.00
0005171	00	BOSCO, PAT CHRISTOPHER							
09112021		005048		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	90.00
							VENDOR TOTAL *	.00	90.00
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS972358		005035		00	10/08/2021	521-4220-442.52-13	CHEMICALS	EFT:	846.98
BMS972358		PI0540	007584	00	09/17/2021	521-4220-442.52-13	CHEMICALS	EFT:	1,946.52
							VENDOR TOTAL *	.00	2,793.50
0001984	00	BSN SPORTS, LLC							
913672850		005053		00	10/08/2021	001-6110-461.47-53	FLAG FOOTBALL BELT	EFT:	1,793.42
913776576		005053		00	10/08/2021	001-6110-461.47-53	PITCHING MOUND	EFT:	4,997.96
913222618		005053		00	10/08/2021	001-6110-461.47-53	BASEBALL SUPPLIES	EFT:	678.49
913363501		005053		00	10/08/2021	001-6110-461.47-53	BASEBALL SUPPLIES	EFT:	602.44
							VENDOR TOTAL *	.00	8,072.31
0001834	00	C & C GROUP							
43802		005050		00	10/08/2021	501-4120-441.43-02	GENERATOR REPAIR	EFT:	777.27
							VENDOR TOTAL *	.00	777.27
0003512	00	CHALLENGER TEAMWEAR LLC							

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0003512	00	CHALLENGER TEAMWEAR LLC							
1133246		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	20.00
1128053		005049		00	10/08/2021	001-6110-461.47-53	BALL BAGS	EFT:	70.00
1126997		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	264.95
1137199		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	6.00
1129910		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	10.00
1131940		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	254.00
1133644		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	24.00
1127536		005049		00	10/08/2021	001-6110-461.47-53	BALLS	EFT:	420.00
1133640		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	680.00
1134379		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	18.00
1129638-IN		PI0547	007779	00	09/09/2021	001-6110-461.47-53	FALL SOCCER UNIFORMS	EFT:	6,594.00
1132749-IN		005092		00	10/08/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	220.50
							VENDOR TOTAL *	.00	8,581.45
0000429	00	CINTAS FIRE PROTECTION							
8405353523		005050		00	10/08/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	420.94
8405353523		005050		00	10/08/2021	501-4130-441.31-15	MONTHLY BILLING	EFT:	270.35
8405353523		005050		00	10/08/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	43.83
8405353523		005050		00	10/08/2021	531-4320-443.31-15	MONTHLY BILLING	EFT:	107.71
8405353523		005050		00	10/08/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	43.84
							VENDOR TOTAL *	.00	886.67
0001557	00	DATCO, INC							
212587		005093		00	10/08/2021	001-3120-431.53-02	EMBROIDERY	160.00	
							VENDOR TOTAL *	160.00	
0005142	00	DAVIS, CHRISTOPHER							
09112021		004634		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	140.00
							VENDOR TOTAL *	.00	140.00
0004998	00	DELTA DENTAL OF KANSAS							
1005114202110		005051		00	10/08/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	101.76
1005114202110		005051		00	10/08/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	71.32
1005114202110		005051		00	10/08/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202110		005051		00	10/08/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	71.32
1005114202110		005051		00	10/08/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	223.96
1005114202110		005052		00	10/08/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	101.76
1005114202110		005053		00	10/08/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	325.72
1005114202110		005053		00	10/08/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	781.85
1005114202110		005053		00	10/08/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	20.44
1005114202110		005053		00	10/08/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	244.40
1005114202110		005053		00	10/08/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	163.08
1005114202110		005053		00	10/08/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	163.08
1005114202110		005053		00	10/08/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	173.08
1005114202110		005053		00	10/08/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	173.08
1005114202110		005053		00	10/08/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	122.20
1005114202110		005053		00	10/08/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	122.20
1005114202110		005053		00	10/08/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	193.52
1005114202110		005053		00	10/08/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	346.16

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004998	00	DELTA DENTAL OF KANSAS							
1005114202110		005053		00	10/08/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	50.88
1005114202110		005053		00	10/08/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	213.96
1005114202110		005053		00	10/08/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	153.08
1005114202110		005053		00	10/08/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	142.64
1005114202110		005053		00	10/08/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	152.64
1005114202110		005051		00	10/08/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	142.64
1005114202110		005051		00	10/08/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,318.73
							VENDOR TOTAL *	.00	8,593.94
0004096	00	DESIGN 4 SPORTS							
37048		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	EFT:	12.75
							VENDOR TOTAL *	.00	12.75
0004959	00	DIGITAL ERTH CONSULTING LLC							
22		005050		00	10/08/2021	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	960.00
							VENDOR TOTAL *	.00	960.00
0005028	00	DR. VINYL ENTERPRISES, LLC							
09112021		004646		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	350.00
							VENDOR TOTAL *	.00	350.00
0001762	00	DREXEL TECHNOLOGIES INC							
INV61235		005094		00	10/08/2021	531-4340-443.62-10	SEWER INTERCEPTOR	EFT:	55.00
							VENDOR TOTAL *	.00	55.00
0004523	00	DUKE'S SALES & SERVICE							
19237		005036		00	10/08/2021	531-4330-443.52-13	DEGREASER	525.00	
							VENDOR TOTAL *	525.00	
0005172	00	ELITE DIESEL							
9214		005049		00	10/08/2021	001-3120-431.43-02	MOTOR GRADER REPAIR	750.00	
							VENDOR TOTAL *	750.00	
0003960	00	ELLIOTT EQUIPMENT COMPANY							
164011		005037		00	10/08/2021	531-4330-443.43-05	VAC TRUCK SERVICE	EFT:	859.50
							VENDOR TOTAL *	.00	859.50
0005167	00	ENGINEERED EDIBLES CATERING CO.							
259		005049		00	10/08/2021	001-6110-461.54-51	CATERING	EFT:	4,953.00
							VENDOR TOTAL *	.00	4,953.00
0002511	00	ENRIGHT LAWNS, INC							
24328		005038		00	10/08/2021	001-2110-421.47-56	MOWING	EFT:	170.00
24329		005039		00	10/08/2021	001-2110-421.47-56	MOWING	EFT:	85.00
							VENDOR TOTAL *	.00	255.00
0004946	00	EVERGY							
9279570154		1021005050		00	10/08/2021	521-4220-442.40-05	MONTHLY BILLING	6,716.26	
2424383255		1021005050		00	10/08/2021	521-4220-442.40-05	MONTHLY BILLING	13,316.19	

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
0004946	00	EVERGY							
6466308678		0921005040		00	10/08/2021	531-4320-443.40-05	MONTHLY BILLING	47.58	
							VENDOR TOTAL *	20,080.03	
0099999	00	FANTON, PHYLLIS							
000034959		UT		00	10/05/2021	501-0000-229.00-00	FINAL BILL REFUND	3.08	
							VENDOR TOTAL *	3.08	
0005143	00	FARLEY, JOSHUA							
09112021		004627		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	240.00
							VENDOR TOTAL *	.00	240.00
0004582	00	FERGOLICIOUS BBQ LLC							
09112021		004617		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	330.00
							VENDOR TOTAL *	.00	330.00
0005145	00	FISCHER, MIKE							
09112021		004646		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	350.00
							VENDOR TOTAL *	.00	350.00
0004196	00	FORENSIC PSYCHOLOGY ASSOCIATES, INC							
1052		005053		00	10/08/2021	001-2110-421.31-15	PSYCH EVALUATIONS	EFT:	900.00
							VENDOR TOTAL *	.00	900.00
0000086	00	GALLS, LLC							
019393831		005041		00	10/08/2021	001-2120-421.53-02	UNIFORMS	EFT:	126.42
019393830		005042		00	10/08/2021	001-2120-421.53-02	UNIFORMS	EFT:	126.32
							VENDOR TOTAL *	.00	252.74
0005147	00	GARRETTS, COLBY							
09112021		004646		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	175.00
							VENDOR TOTAL *	.00	175.00
0099999	00	GARY EYGENE DANCY							
101908		005025		00	10/08/2021	001-0000-228.30-00	BOND REFUND	150.00	
							VENDOR TOTAL *	150.00	
0005029	00	GETTIN' SAUCED							
09112021		004618		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	655.00
							VENDOR TOTAL *	.00	655.00
0000013	00	HACH COMPANY							
12660483		005043		00	10/08/2021	521-4220-442.52-12	CHEMICALS	EFT:	240.54
							VENDOR TOTAL *	.00	240.54
0099999	00	HAROLD PIERRIA GATSON III							
73163		005024		00	10/08/2021	001-0000-228.30-00	BOND REFUND	88.00	
							VENDOR TOTAL *	88.00	
0000285	00	HARRISON MACHINE SHOP & WELDING INC							

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0000285	00	HARRISON MACHINE SHOP & WELDING INC								
57129		005044		00	10/08/2021	501-4140-441.63-73	WATER METER LIDS		EFT:	437.00
57152		005050		00	10/08/2021	501-4140-441.63-73	DRILLED OUT METER COVERS		EFT:	1,183.00
							VENDOR TOTAL *		.00	1,620.00
0000201	00	HASTY AWARDS								
FALL SOCCER		005049		00	10/08/2021	001-6110-461.47-53	MEDALS		EFT:	1,586.72
							VENDOR TOTAL *		.00	1,586.72
0005156	00	HEALTH & WELLNESS PROFESSIONALS								
2453		005045		00	10/08/2021	601-1230-412.31-15	BIOMETRICS		EFT:	274.00
							VENDOR TOTAL *		.00	274.00
0000297	00	HERITAGE-CRYSTAL CLEAN								
17010339		005047		00	10/08/2021	001-3116-431.44-02	PARTS WASHER		EFT:	390.09
							VENDOR TOTAL *		.00	390.09
0005030	00	HEWE, JOSEPH EDWARD								
09112021		004615		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123		275.00
							VENDOR TOTAL *		.00	275.00
0000463	00	HOLIDAY CONTRACTING, INC.								
439 BLUEBIRD		005045		00	10/08/2021	521-4230-442.31-15	REPLACE CONCRETE SIDEWALK		EFT:	1,740.00
16110 CANTON		005095		00	10/08/2021	521-4230-442.31-15	CONCRETE		EFT:	1,740.00
							VENDOR TOTAL *		.00	3,480.00
0000481	00	HOLLIDAY SAND AND GRAVEL								
1500285047		005047		00	10/08/2021	117-3120-431.43-06	SPOILS		EFT:	214.50
1500285990		005047		00	10/08/2021	117-3120-431.43-06	SPOILS		EFT:	143.00
1500272355		005051		00	10/08/2021	117-3120-431.43-06	SPOILS		EFT:	71.50
1500272359		005051		00	10/08/2021	117-3120-431.43-06	SPOILS		EFT:	143.00
1500270622		005096		00	10/08/2021	117-3120-431.43-06	SPOILS		EFT:	143.00
1500271167		005097		00	10/08/2021	117-3120-431.43-06	SPOILS		EFT:	143.00
							VENDOR TOTAL *		.00	858.00
0001536	00	ICE-MASTERS								
490368		005100		00	10/08/2021	001-3120-431.44-02	ICE MACHINE RENTAL		EFT:	30.00
00490367		005045		00	10/08/2021	501-4130-441.44-02	MONTHLY BILLING		EFT:	83.00
490368		005098		00	10/08/2021	521-4230-442.44-02	ICE MACHINE RENTAL		EFT:	31.00
490368		005099		00	10/08/2021	531-4330-443.44-02	ICE MACHINE RENTAL		EFT:	31.00
							VENDOR TOTAL *		.00	175.00
0000102	00	ICMA RETIREMENT TRUST - 457								
619427		005106		00	10/06/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101		8,227.27
							VENDOR TOTAL *		.00	8,227.27
0000459	00	J.P. COOKE COMPANY								
1195849		005053		00	10/08/2021	001-2130-421.52-20	DOG/CAT TAGS		EFT:	154.65
							VENDOR TOTAL *		.00	154.65
0005148	00	JAY AND D FOOD VENDING								

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0005148	00	JAY AND D FOOD VENDING							
09112021		004646		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	700.00
							VENDOR TOTAL *	.00	700.00
0002760	00	KA-COMM, INC							
181164		005053		00	10/08/2021	001-2120-421.43-05	EQUIPMENT REMOVAL #112	EFT:	404.00
181156		005053		00	10/08/2021	001-2120-421.43-05	REPAIRS #113	EFT:	456.21
181163		005053		00	10/08/2021	001-2120-421.43-05	REPAIRS #113	EFT:	187.58
181158		005053		00	10/08/2021	001-2120-421.43-05	REPAIRS #114	EFT:	56.63
181063		005053		00	10/08/2021	001-2120-421.43-05	REPAIRS #116	EFT:	16.14
181098		005053		00	10/08/2021	001-2120-421.43-05	REPAIRS #116	EFT:	55.00
							VENDOR TOTAL *	.00	1,175.56
0002806	00	KANSAS GOLF AND TURF, INC							
02-262912		005045		00	10/08/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	1,003.32
							VENDOR TOTAL *	.00	1,003.32
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
16371		005045		00	10/08/2021	501-4130-441.46-01	LINEMAN APPRENTICESHIP	EFT:	300.00
							VENDOR TOTAL *	.00	300.00
0002489	00	KPERS							
1614743		005107		00	10/07/2021	721-0000-202.03-01	100721 PAY PERIOD	CHECK #: 112	40,606.24
							VENDOR TOTAL *	.00	40,606.24
0002490	00	KPF							
1614747		005108		00	10/07/2021	721-0000-202.03-02	100721 PAY PERIOD	CHECK #: 113	28,941.61
							VENDOR TOTAL *	.00	28,941.61
0004413	00	LASER EQUIPMENT							
INV-4047140		005053		00	10/08/2021	001-2110-421.52-20	TONER	EFT:	99.57
							VENDOR TOTAL *	.00	99.57
0004789	00	LAW OFFICE OF DAVID J. GRUMMON							
879		005045		00	10/08/2021	001-1330-413.31-02	COURT APPOINTED ATTORNEY	EFT:	151.20
							VENDOR TOTAL *	.00	151.20
0004949	00	LEGAL RECORD, THE							
L93057		005049		00	10/08/2021	001-1150-411.47-01	PUBLICATION	EFT:	7.87
L93080		005051		00	10/08/2021	001-7110-471.47-01	PUBLICATION	EFT:	92.47
L93031		005045		00	10/08/2021	531-4340-443.62-10	PUBLICATION	EFT:	36.72
							VENDOR TOTAL *	.00	137.06
0004566	00	LILLIS, DAVID							
09112021		004629		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	200.00
							VENDOR TOTAL *	.00	200.00
0099999	00	LILY JOY SOLOMONSON							
101718		005028		00	10/08/2021	001-0000-349.01-00	OVERPAYMENT	70.00	
							VENDOR TOTAL *	70.00	
0004903	00	LOVE 2 Q							

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0004903	00	LOVE 2 Q							
09112021		004626		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	380.00
							VENDOR TOTAL *	.00	380.00
0004567	00	MAN MEAT BBQ, LLC							
09112021		004628		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	115.00
							VENDOR TOTAL *	.00	115.00
0099999	00	MARIE ABDOU LAYLE							
101229		005026		00	10/08/2021	001-0000-228.30-00	BOND REFUND	15.00	
							VENDOR TOTAL *	15.00	
0004917	00	MASTERS JR, DANIEL							
09112021		004630		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	140.00
							VENDOR TOTAL *	.00	140.00
0000233	00	MAXIMUM LAWN CARE							
15995		005045		00	10/08/2021	001-2110-421.31-15	MOWING AND TRIMMING	EFT:	980.00
15996		PI0546	007604	00	10/03/2021	001-3120-431.31-15	MOWING AND TRIMMING	EFT:	2,680.00
15996		005049		00	10/08/2021	521-4230-442.31-15	MOWING AND TRIMMING	EFT:	750.00
15996		005049		00	10/08/2021	531-4330-443.31-15	MOWING AND TRIMMING	EFT:	120.00
							VENDOR TOTAL *	.00	4,530.00
0005165	00	MCINTIRE MANAGEMENT GROUP							
20165		005049		00	10/08/2021	531-4330-443.52-12	COMPOSITE FRAME	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0004561	00	MESSINGER II, WARREN LEE							
09112021		004632		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	65.00
							VENDOR TOTAL *	.00	65.00
0003833	00	METRO POLYGRAPH LLC							
INV09-2021-GPD		005053		00	10/08/2021	001-2110-421.31-15	POLYGRAPH	EFT:	225.00
							VENDOR TOTAL *	.00	225.00
0005141	00	MILLER, BRIAN							
09112021		004624		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	65.00
							VENDOR TOTAL *	.00	65.00
0005025	00	MOORE, TRAVIS							
09112021		004625		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	345.00
							VENDOR TOTAL *	.00	345.00
0000132	00	NATIONAL SIGN CO., INC.							
IN-198159		005101		00	10/08/2021	001-3120-431.52-11	STREET SIGN	EFT:	591.00
IN-198170		005102		00	10/08/2021	001-3120-431.52-10	SIGNS	EFT:	657.00
IN-198185		005103		00	10/08/2021	001-3120-431.52-10	SIGNS	EFT:	471.35
IN-198186		005104		00	10/08/2021	001-3120-431.52-10	SIGNS	EFT:	813.00
							VENDOR TOTAL *	.00	2,532.35
0004957	00	NEXGRID, LLC							

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0004957	00	NEXGRID, LLC							
2021297		005049		00	10/08/2021	501-4130-441.52-31	ANTENNA MOUNT	EFT:	44.58
2021309		005049		00	10/08/2021	501-4130-441.52-31	NANOSTATION AC	EFT:	444.78
2021307		005053		00	10/08/2021	602-1340-413.47-05	Q3 2021 SUPPORT	EFT:	3,951.50
							VENDOR TOTAL *	.00	4,440.86
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-236921		005050		00	10/08/2021	501-4130-441.52-12	SUPPLIES	EFT:	104.67
0354-239085		005050		00	10/08/2021	501-4130-441.52-04	SUPPLIES	EFT:	218.73
0354-240241		005050		00	10/08/2021	501-4130-441.52-04	SUPPLIES	EFT:	56.53
0354-240242		005050		00	10/08/2021	501-4130-441.52-02	SUPPLIES	EFT:	24.07
							VENDOR TOTAL *	.00	404.00
0000142	00	OLATHE WINWATER WORKS							
164069	00	PI0543	007771	00	09/20/2021	521-4230-442.52-32	WATER METER	EFT:	12,175.00
164684	00	005045		00	10/08/2021	521-4230-442.52-32	MATERIALS	EFT:	64.00
163963	00	005045		00	10/08/2021	521-4230-442.52-32	MATERIALS	EFT:	3,476.00
164429	00	005045		00	10/08/2021	521-4230-442.52-32	MATERIALS	EFT:	1,125.00
164834	00	005045		00	10/08/2021	521-4230-442.52-12	MATERIALS	EFT:	2,030.00
162958	02	005046		00	10/08/2021	521-4230-442.52-32	MATERIALS	EFT:	867.00
165077	00	005046		00	10/08/2021	521-4230-442.52-31	MATERIALS	EFT:	2,800.00
163262	00	005046		00	10/08/2021	521-4230-442.52-31	MATERIALS	EFT:	3,000.00
164512	00	005046		00	10/08/2021	521-4230-442.52-31	MATERIALS	EFT:	380.00
162358	00	PI0544	007773	00	09/20/2021	521-4230-442.52-12	QUIKVALVE START UP	EFT:	3,475.00
162358	00	PI0545	007773	00	09/20/2021	521-4230-442.61-04	QUIKVALVE START UP	EFT:	46,450.00
165276	00	005050		00	10/08/2021	521-4230-442.52-12	VALVES	EFT:	475.00
163254	00	005050		00	10/08/2021	521-4230-442.52-31	MATERIALS	EFT:	4,500.00
163255	00	005050		00	10/08/2021	521-4230-442.52-31	MATERIALS	EFT:	4,500.00
							VENDOR TOTAL *	.00	85,317.00
0005140	00	PATTERSON, JAMES							
09112021		004619		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	725.00
							VENDOR TOTAL *	.00	725.00
0099999	00	PAULA WILSON							
97285		005027		00	10/08/2021	001-0000-228.30-00	BOND REFUND	350.00	
							VENDOR TOTAL *	350.00	
0001569	00	PAYCOR, INC							
INV02718864		005109		00	10/06/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	649.16
							VENDOR TOTAL *	.00	649.16
0000149	00	PRAXAIR DISTRIBUTION INC							
66374824		005047		00	10/08/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	176.65
							VENDOR TOTAL *	.00	176.65
0004198	00	PROTECT YOUTH SPORTS							
903310		005049		00	10/08/2021	001-6110-461.47-53	BACKGROUND CHECK	EFT:	51.80
							VENDOR TOTAL *	.00	51.80
0000150	00	QUILL CORPORATION							

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0000150	00	QUILL CORPORATION							
19313311		005046		00	10/08/2021	521-4220-442.52-20	TONER	245.31	
19348573		005046		00	10/08/2021	521-4220-442.52-20	SUPPLIES	21.12	
							VENDOR TOTAL *	266.43	
0002307	00	R & M BUILDING ENTERPRISES							
408 E MAIN		005047		00	10/08/2021	130-3130-431.62-04	TEMPORARY EASEMENT	3,121.00	
							VENDOR TOTAL *	3,121.00	
0005034	00	RAWSON, KEITH							
09112021		004621		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	1,275.00
							VENDOR TOTAL *	.00	1,275.00
0003110	00	REJIS COMMISSION							
469222		005046		00	10/08/2021	001-1330-413.46-02	LEWEB SUBSCRIPTION	EFT:	147.36
							VENDOR TOTAL *	.00	147.36
0000160	00	SHAWNEE COPY CENTER INC.							
127625		005046		00	10/08/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	70.00
							VENDOR TOTAL *	.00	70.00
0000161	00	SIGN HERE, INC.							
24544		005046		00	10/08/2021	001-2120-421.61-09	GRAPHICS NEW PATROL CARS	EFT:	2,520.00
24610		005046		00	10/08/2021	001-2120-421.43-05	GRAPHICS VEH CRASH #113	EFT:	468.00
							VENDOR TOTAL *	.00	2,988.00
0004762	00	SLAP'S BBQ							
09112021		004622		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	1,865.00
							VENDOR TOTAL *	.00	1,865.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
8063688974		005053		00	10/08/2021	001-2110-421.52-20	SUPPLIES	EFT:	55.34
							VENDOR TOTAL *	.00	55.34
0004785	00	SUMNERONE, INC							
2991994		005046		00	10/08/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	169.64
2997864		005046		00	10/08/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	462.53
							VENDOR TOTAL *	.00	632.17
0000174	00	TAPCO PRODUCTS CO.							
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	101.28
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	18.90
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	18.90
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	47.30
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	35.40
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	55.30
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	90.52
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	58.20
148919		005046		00	10/08/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	184.49
							VENDOR TOTAL *	.00	610.29
0004765	00	TRAFFIS, CHRISTOPHER							

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
0004765	00	TRAFFIS, CHRISTOPHER							
09112021		004633		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	90.00
							VENDOR TOTAL *	.00	90.00
0005170	00	UPLIFT COFFEE							
2021 GRAND SLAM		005049		00	10/08/2021	001-6110-461.54-51	APPEARANCE FEE	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0099999	00	VANESSA GALICIA MADERA							
95174		005023		00	10/08/2021	001-0000-228.30-00	BOND REFUND	25.00	
							VENDOR TOTAL *	25.00	
0004750	00	VANSLYKE, WILLIAM							
09112021		004620		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	1,000.00
							VENDOR TOTAL *	.00	1,000.00
0004919	00	WILD, RONALD							
09112021		004631		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	40.00
							VENDOR TOTAL *	.00	40.00
0005144	00	WILLIAMS, JEREMY							
09112021		004646		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	340.00
							VENDOR TOTAL *	.00	340.00
0005027	00	WITTMAN, MARY							
09112021		004616		00	09/11/2021	001-6110-461.54-51	SOTT PRIZE MONEY	CHECK #: 123	450.00
							VENDOR TOTAL *	.00	450.00
							HAND ISSUED TOTAL ***		88,924.28
							EFT/EPAY TOTAL ***		195,121.36
							TOTAL EXPENDITURES ****	27,390.39	284,045.64
							GRAND TOTAL **********		311,436.03

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: OCTOBER 18, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider a reappointment to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Recommendation:

Consider reappointing Kerri Kruger to the Citizens Police Advisory Committee with a term expiring November 2024.

Background/Description of Item:

At the September 7, 2021 City Council meeting, Kerri Kruger was appointed to the Citizens Police Advisory Committee with a term expiring November 2021, fulfilling a term that was vacated early. Ms. Kruger has expressed her interest in continuing to serve on the committee.

Suggested Motion:

Reappoint Kerri Kruger to the Citizens Police Advisory Committee with a term expiring November 2024.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: OCTOBER 18, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider an appointment to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Recommendation:

Consider appointing Beverly Copsey to the Citizens Police Advisory Committee with a term expiring November 2024.

Background/Description of Item:

The Citizens Police Advisory Committee currently has a term set to expire in November 2021.

The interview team recommends the appointment of Beverly Copsey to the Citizens Police Advisory Committee with a term expiring November 2024.

Suggested Motion:

Appoint Beverly Copsey to the Citizens Police Advisory Committee with a term expiring November 2024.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: OCTOBER 18, 2021
STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing an agreement for construction inspection 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 an agreement with KDOT and Renaissance Infrastructure Consulting (RIC) for construction inspection services on the Moonlight Safe Routes to School (SRTS) project.

Background/Description of Item:
On June 7, 2021 City Council approved an agreement with RIC to provide construction inspection services on this project. The project now requires the City and RIC to enter into an agreement with KDOT which outlines RIC's inspection requirements and responsibilities.

Because the attached agreement only outlines inspection requirements and responsibilities, there is no fee associated with this contract.

Financial Impact:
None

Attachments Included:
Agreement

Suggested Motion:
Authorize the Mayor to execute an agreement with KDOT and Renaissance Infrastructure Consulting for construction inspection services on the Moonlight Safe Routes to School (SRTS) project.

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

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-2079
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

September 29, 2021

46 N-0658-01
City of Gardner
Johnson County

Mr. Chip Corcoran, P.E.
Renaissance Infrastructure Consulting
8653 Penrose Lane
Lenexa, Kansas 66219

Dear Mr. Corcoran:

Attached is the Consultant Non-Federal-Aid agreement for construction engineering inspection services for this project. The City who has sponsored this project has informed us they do not desire Federal-Aid participation for the construction engineering inspection services that you will be performing.

The attached agreement is the standard construction engineering agreement with the Federal-Aid reimbursement clauses omitted. All construction engineering inspection services required under a Federal -Aid reimbursable agreement are required by the enclosed agreement. However, the Consultant's compensation for the construction engineering inspection services will be covered in an agreement between the City and the Consultant.

The Consultant should note Section V, Miscellaneous Provisions, Paragraph K (1), Conflict of Interest paragraph of the agreement, which states the Consultant is prohibited from doing any of the work that is the construction contractor's responsibility

Please review the entire agreement. The agreement should be signed and attested on page 12 by the City and page 13 by the Consultant.

The Consultant, after executing the Agreement should immediately forward the signed Agreement to the City. The City should execute the Agreement and email the digital copy to **Kathryn Waters at Kathryn.waters@ks.gov or Mike Bowser at mike.bowser@ks.gov in the** Bureau of Local Projects as soon as possible. **At each stage, the agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.** Processing of the Agreement will continue as noted in federal regulations 23 C.F.R.172.

When the Agreement has been executed and dated by KDOT, the Consultant and the City will receive by email a scanned executed copy for your records. The Notice to Proceed Letter will come from the KDOT Field Engineer assigned to the Project.

If you have any questions, please contact Mike Bowser or Tod Salfrank at 785-296-3861.

Sincerely,

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

Tod L. Salfrank
Assistant Bureau Chief

MJS:TLS:mlb
Enclosure

AGREEMENT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING BY CONSULTANT
(CONSULTANT-NON FEDERAL-AID AGREEMENT)

PROJECT NO. 46 N-0658-01
CITY OF GARDNER
JOHNSON COUNTY

THIS AGREEMENT entered into and is effective the date signed by the Secretary of designee, by and between **City of Gardner, Kansas**, hereinafter referred to as the **"LPA" (Local Public Authority)**, as principal, and the consulting engineering firm of **Renaissance Infrastructure Consulting**, hereinafter called the "**Consultant**," and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT)**, hereinafter referred to as the "**Secretary**." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. §§ 68-402b and 68-401, *et seq*. and an agreement between them dated July 22, 2019. The Consultant's address is 8653 Penrose Lane, Lenexa, KS 66219. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Federal Government through its Department of Transportation and the FHWA, pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the States designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States, and

WHEREAS, the LPA desires to accomplish this Federal-Aid "Project," consisting of 0.682 miles of Sidewalk Improvements, trails, ADA-compliant ramp improvements, and pavement markings located on Moonlight Road from Warren Street to White Drive, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by said U.S. Department of Transportation in the Federal-Aid Policy Guide, and

WHEREAS, the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the services required under this Agreement are fully qualified to perform the services in a competent and professional manner, and

WHEREAS, the Consultant has indicated it desires to perform the services set forth in the Agreement upon the terms and conditions set forth below, and

WHEREAS, the approved plans and specifications for said Project are available in KDOT Headquarters in Topeka, and

WHEREAS, the LPA, Consultant, and the Secretary desire to set forth in this instrument their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

NOW, THEREFORE, in consideration of the covenants of the Parties and to give this Agreement full force and effect in providing the benefits mentioned, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. DEFINITIONS

(1) Construction Contract. The term "Construction Contract" shall mean the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the notice to proceed, the change orders and the supplemental agreements made after the Secretary awards the Construction Contract.

(2) Construction Engineering (CE). The term "Construction Engineering", "CE", or "Construction Engineering Inspection Services" shall mean the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in Special Construction Provisions found in Special Attachment No. 1.

(3) Consultant. The term "Consultant" shall mean Renaissance Infrastructure Consulting, a Kansas for profit corporation, with its place of business located at 8653 Penrose lane, Lenexa, KS 66219, which is the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.

(4) Contract Documents. The term "Contract Documents" or "Documents" shall mean the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans as defined above.

(5) Contractor. The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.

(6) District Construction Engineer. The term "District Construction Engineer" shall mean the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.

(7) FHWA. The term "FHWA" shall mean the Federal Highway Administration, a federal agency of the United States, and its authorized representatives.

(8) Field Engineer. The term "Field Engineer" shall, for the administrative control of this Agreement, be considered to mean the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer or Construction Manager.

(9) KDOT. The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.

(10) Local Public Authority. The term "Local Public Authority" or "LPA" shall mean the City of Gardner, Kansas, with its place of business located at 120 E. Main Street, Gardner, KS 66030, and its authorized employees.

(11) Manuals. The term "Manuals" shall mean the current version of each of the following manuals: Construction Manual, the Form Manual, the CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.

(12) Non-Participating Costs. The term "Non-Participating Costs" shall mean the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

(13) Notice to Proceed. The term "Notice to Proceed" shall mean a written notice from KDOT authorizing the LPA to begin performance of Services.

(14) Participating Costs. The term "Participating Costs" shall mean expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

(15) Plans. The term "Plans" shall mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.

(16) Project. The term "Project" shall mean Project No. N-0658-01, consisting of 0.682 miles of Sidewalk Improvements, trails, ADA-compliant ramp improvements, and pavement markings __ located on Moonlight Road from Warren Street to White Drive in Gardner, Kansas, for which the LPA needs Construction Engineering Inspection Services.

(17) Project Special Provisions. The term "Project Special Provisions" shall mean the documents that modify the Standard Specifications for a particular Project.

(18) Secretary. The term "Secretary" shall mean the Secretary of Transportation, his or her successors and assigns, and the Kansas Department of Transportation (KDOT).

(19) Special Provisions. The term "Special Provisions" shall mean the documents that modify the Standard Specifications for all Projects.

(20) Standard Specifications. The term "Standard Specifications" shall mean the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

B. GENERAL RESPONSIBILITIES AND DUTIES

(1) The Consultant shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more fully detailed in Special Attachment No. 1 - Specific Construction Provisions.

(2) The Consultant will require all personnel comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.

(3) The Consultant shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the services.

(4) The services performed under this Agreement shall at all times be subject to the review and approval of KDOT.

(5) The Consultant and/or LPA's principal contact with KDOT shall be through the construction field office.

(6) The services performed under this Agreement shall comply with all applicable federal and state laws and regulations.

(7) The FHWA shall have the right to participate in all conferences and reviews.

(8) By his or her signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the LPA to enter into this Agreement on its behalf.

C. CONTROL AND AUTHORITY

(1) The authorized representative of KDOT will be designated by the District's Construction Engineer and will be titled the Field Engineer.

(2) The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this Agreement and all construction activities performed under the Contract Documents.

(3) The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager is not authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.

(4) The Project Engineer/Project Manager shall serve as field supervisor of all Consultant personnel and services performed under this Agreement, and to act as liaison between the Consultant and KDOT.

(5) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate with the Construction Engineer/Construction Coordinator.

(6) Orders or instructions issued by the Field Engineer will be transmitted through the Construction Engineer/Construction Coordinator and will in turn be transmitted through the Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager a matter needs prompt attention, the Construction Engineer/Construction Coordinator will give the necessary orders and then notify the Project Engineer/Project Manager.

(7) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Construction Engineer/Construction Coordinator to determine proper course of action. In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

D. AGENCY COORDINATION AND COOPERATION

(1) Contact and coordination with all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors shall be the responsibility of KDOT.

(2) The Consultant shall cooperate fully with KDOT, all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors when so directed by KDOT. Such cooperation may include attendance at conferences.

E. MEETINGS AND CONFERENCES

(1) Conferences as may be necessary for the discussion and review of the services under this Agreement shall be scheduled between the Consultant and KDOT. These conferences may include field review of the Project.

(2) Conferences may be held upon the request of the Consultant, KDOT, or the FHWA.

II. PROSECUTION AND PROGRESS

A. GENERAL

(1) Written authority to proceed with the services on any construction Project under this Agreement will be given by KDOT to the Consultant. KDOT will not be responsible for any services performed by the Consultant prior to such authorization.

(2) Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant and KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.

(3) The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor and involved utilities and agencies, unless otherwise stated elsewhere in the Agreement.

(4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on the project or plant site at all times when work which requires inspection is being performed. The inability of a Consultant to provide appropriately certified inspectors for a project may at the Secretary's discretion, give cause for termination of this Agreement.

(5) The Agreement shall be considered completed upon notice of written release from KDOT therefore unless previously terminated as provided in Section II.

(6) Should KDOT deem it necessary for the Consultant to render additional services for review of contract items, conditions, claims, or litigation matters after completion of the Agreement, the Consultant agrees to cooperate and render such requested services. Such services shall be paid for in the amount and manner mutually agreed upon by the LPA and the Consultant.

(7) A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer, representatives of the construction office (including Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

B. DELAYS AND EXTENSIONS

(1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by the LPA upon reasonable claim and justification by the Consultant. Approved time extensions may also be cause for consideration of adjustments in payment, where warranted and approved by the LPA.

C. TERMINATION OF AGREEMENTS

(1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.

(2) The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.

(3) In the event the Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the terms agreed to by the LPA.

(4) In the event the services of the Consultant are terminated by KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid under the terms agreed to by the LPA. The value of the services performed, rendered, and delivered will be determined by the LPA.

(5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the LPA and KDOT and the survivors, in which case the Consultant shall be paid under terms agreed to by the LPA.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

(1) The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise

dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.

(2) All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned.

III. BASIS OF PAYMENT

A. GENERAL

(1) The LPA is responsible for all costs associated with Construction Engineering (CE) for the Project. No state or federal funds will be applied to this work phase.

(2) The Consultant will be paid under the terms agreed to by the LPA. The extra work will be paid for separately and in addition to the foregoing amount as approved by the LPA.

(3) Final payment of any balance due the Consultant by the LPA will be made promptly upon completion of the work under this Agreement and acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other documents required to be returned or to be furnished under this Agreement.

(4) The terms governing compensation contained in this Agreement are to be read together with all applicable attachments incorporated by reference including Special Attachment No. 1. Any terms found to be in conflict shall be resolved by the Secretary.

B. AUDIT

(1) The LPA will participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after the date of final payment under this Agreement.

(2) Federal Audit Requirements. Projects involving Federal awards are subject to the Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq*. which require either a single or program specific audit to be performed in accordance with the standards as set forth in therein.

IV. WORK ORDERS, EXTRA WORK, OR DECREASED WORK

(1) Written orders regarding the services to be performed will be given by KDOT. Orders that do not change the scope of services in the Agreement but increase or decrease the quantity of labor or materials or the expense of the services, shall not annul or void this Agreement.

(2) The Consultant must proceed with the services as directed by furnishing the necessary labor, equipment, materials, and professional services to complete the services within the time limits specified in schedules or as adjusted by agreement of the Parties.

V. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION ENGINEERING STANDARDS

(1) All services performed under this Agreement shall be done in accordance with the current standard practices of KDOT as contained in the Contract Documents, Manuals, guides, and written instructions of KDOT.

(2) No variations will be permitted except by written order from KDOT.

B. REVISION OF SPECIFICATIONS AND PLANS

(1) KDOT may, by written notice and without invalidating this Agreement, make changes in the Specifications, Construction Contract Plans or Special Provisions resulting in the revision or abandonment of services already performed by the Consultant or resulting in work by the Consultant not contemplated in the Agreement.

(2) Claims by the Consultant for compensation for services resulting from such revisions shall be submitted and processed in accordance with terms agreed to with the LPA.

C. OWNERSHIP OF DOCUMENTS

(1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of the Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.

(2) All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant; and Secretary shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and Secretary.

D. CONTINGENT FEES

(1) The Consultant warrants they have not employed or retained any company or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty KDOT in consultation with the LPA shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

(2) It is also understood and agreed the Project plans, Specifications, Special Provisions, and Construction Contract Proposal, as available, and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. CERTIFICATION REGARDING SEXUAL HARASSMENT

(3) The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Certification Regarding Sexual Harassment, Special Attachment 04.,which is attached to and made a part of this Agreement.

G. CERTIFICATION REGARDING NO BOYCOTT OF ISRAEL

(4) If the total value of this Agreement exceeds $100,000.00, a Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel will be included as Special Attachment No. 12 to this Agreement and be incorporated by reference and made a part thereof.

H. LEGAL RELATIONS

(5) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.

(6) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under this Agreement.

I. WORKER'S COMPENSATION AND OTHER EMPLOYEES PROVISIONS

(7) The Consultant will accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.

J. ERRORS AND OMISSIONS

(1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under the Agreement and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors, or omissions without additional compensation.

(2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.

(3) The Consultant shall be responsible for any damages incurred as a result of their errors, omissions or negligent acts and for any losses or costs to repair or remedy construction.

K. CONFLICT OF INTEREST

(1) The Consultant warrants they have no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction contractor's responsibility on this project.

(2) The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

L. HOLD HARMLESS CLAUSE

(1) To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant hereby expressly agrees to save the Secretary, the LPA, and the Secretary's and the LPA's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgements and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the services to be performed hereunder.

(2) The LPA hereby expressly agrees to save the Secretary and the Secretary's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.

M. BUY AMERICA COMPLIANCE

(1) The Parties agree to comply with the Buy America requirements of 23 § CFR 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy

America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

N. PROHIBITION ON CERTAIN TECHNOLOGIES

(1) All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

O. BINDING AGREEMENT

(1) It is further understood this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

P. SEVERABILITY

(1) If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMENDED FOR APPROVAL:

_____
Gardner City Engineer

City of Gardner, Kansas:

_____
Mayor of Gardner

ATTEST:

_____ _____
Gardner City Clerk (Date)

ATTEST:

BY: _____
Name

TITLE: Sr. VP

CONSULTANT:

_____
Renaissance Infrastructure Consulting

BY: Francis H. "Chip" Corcoran 9/29/21
Name (Date)

TITLE: President

Kansas Department of Transportation
Secretary of Transportation

BY:

_____

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

Index of Attachments

- Attachment 1: Specific Construction Provisions
- Attachment 2: Listing of KDOT Certified Inspectors
- Attachment 3: Civil Rights
- Attachment 4: Certification Regarding Sexual Harassment
- Attachment 10: Contractual Provisions Attachment (DA-146a)
- Attachment 12: No Boycott of Goods or Services from Israel

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Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Listing of KDOT Certified Inspectors
Special Attachment No. 3	Civil Rights Attachment
Special Attachment No. 4	Certification Regarding Sexual Harassment
Special Attachment No. 5	Contractual Provisions Attachment (DA-146a)
Special Attachment No. 6	No Boycott of Goods or Services from Israel

SPECIFIC CONSTRUCTION PROVISIONS

I. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

(1) Attend all conferences designated by the KDOT or required under the terms of this Agreement.

(2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Construction Office.

(3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.

(4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.

(5) Perform the Consultant's field operations in accordance with accepted safety practices.

(6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.

(7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.

(8) Undertake the following:

Transmit orders from the KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials, which do not comply with Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.

Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

a. Progress Reports
b. Weekly statement of working days
c. Notice of change in construction status
d. Report of field inspection of material
e. Test report record
f. Contractor pay estimates
g. Pile driving data
h. Piling record
i. Final certification of materials
j. Explanation of quantity variation
k. Statement of time
l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

a. Requests for partial and final payment
b. Other reports and records as required by the individual Project

(9) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.

(10) Return, upon completion or termination of this Agreement, all manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by the KDOT.

(11) Prepare and submit a certification of Project completion.

(12) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:

a. Earthwork and Culverts
   1. A revised list of benchmarks
   2. Location of government benchmarks
   3. Major changes in alignment
   4. Major changes in grade line
   5. Established references on cornerstones
   6. Major changes in location of drainage structures
   7. Major changes in flow-line of drainage structures
   8. Drainage structures added or deleted
   9. Any change of access control

b. Bridges
   1. Changes in stationing
   2. Changes in type, size or elevation of footings
   3. Changes in grade line

B. SERVICES TO BE PROVIDED BY THE SECRETARY

(1) The Secretary agrees to:

a. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the Consultant to perform the services under this Agreement, for the Project to the same standards required of the KDOT's personnel.

b. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered

by the KDOT to be necessary for the Consultant to perform the services under this Agreement to the same standards required of the KDOT'S personnel.

c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the Consultant until completion of the construction work.

d. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.

e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.

f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.

g. Provide, through the Field Engineer and the District Staff, such assistance and guidance to the Consultant as may be reasonably necessary to perform and complete this Agreement in conformance with standard construction engineering practices of the KDOT.

(2) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

II. PROSECUTION AND PROGRESS

A. It is anticipated that the services to be performed under the construction contract will start in 2021 and be completed by 2021.

B. The Consultant shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

III. BASIS OF PAYMENT

A. Compensation for services provided by the Consultant will be as agreed to by the LPA and the Consultant.

IV. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

(1) The Field Engineer for the KDOT will be Mr. Nathan Jeffries, P.E., whose work address is 1290 South Enterprise, Olathe, Kansas 66061 and work telephone is 913-942-3100.

(2) The Project Engineer/Project Manager for the Consultant will be Mr. Joe Venneman, Certification Number 95 (expiration date is 1/1/2024), whose work address is 8653 Penrose Lane, Lenexa, Kansas 66219 and work telephone is 913-271-7155.

(3) The Chief Inspector for the Consultant will be Mr. Joe Venneman, Certification Number 95 (expiration date is 1/1/2024), whose work address is 8653 Penrose Lane, Lenexa, Kansas 66219 and work telephone is 913-271-7155.

(4) The contact person for the LPA will be Mr. Tim McEldowney, P.E., City Engineer, whose work address is 120 East Main, Gardner, Kansas 66030 and work telephone is 913-856-0914.

Special Attachment No. 8

Updated: 24-May-21

Listing of Inspection Staff

The following list of personnel are available to perform the work on Project No. N-0658-01 SRTS Moonlight Road, Gardner, KS when required.

Certification and Expiration Dates

		INSPECTION							TESTING								
Name	Cert. No.	BI	API	CPI	STR	PDI	DSI	CSW	AGF	AGL	ACI CF	HCP	PO	SF	SOF	NUC	QC/QA ASPHALT
Joseph C. Venneman	95	01/2024	01/2024	02/2024	01/2024			04/2025									
Carl Sanders	2423	03/2024	03/2024	03/2024	03/2024			03/2025									
Nick Hanaway	5615	01/2026	01/2026	01/2026	01/2026												
Ron Willard	5744	02/2026	05/2026	05/2026	05/2026			04/2025									
Tyler Daniel	5576	02/2026	01/2026	01/2026	01/2026												
Jason Frazier	3333	currently recertifying															

PDI = Pile Driving Inspection
DSI = Drilled Shaft Inspection
CSW = Construction Stormwater

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____
Contractor Name (Type or Print)

By: _____
Signature

Francis H. "Chip" Corcoran
Printed Name

President
Title

09/29/2021
Date

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

> The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
>
> The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Signature, Title of Contractor

09/29/2021
Date

Francis H. "Chip" Corcoran
Printed

Renaissance Infrastructure Consulting, Inc
Name of Company

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1
MEETING DATE: OCTOBER 18, 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 Tallgrass 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-21-06, a final plat for Tallgrass, 2nd Plat, Tax ID CP94500000 0T0C, and staff report dated September 27, 2021, the Planning Commission approved the application as proposed, provided the following conditions are met:

1. Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.
2. Prior to the Mayor signing an approved recordable plat, the applicable excise tax shall be paid to the City.
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 forwards the recommendation for approval to the Governing Body.

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

Background/Description of Item:
This property was annexed into the city in 2003. Later that year, the governing body approved a rezoning of approximately 157.5 acres, known as University Park, from the A (Agriculture) district to a mix of RP-2 (Planned Two-Family Residential), RP-3 (Planned Garden Apartment), RP-5 (Planned Apartment House), CP-2 (Planned General Business), and C-O (Commercial Office) districts. Additionally, a preliminary development plan was approved for a mix of multi-family and commercial uses. Only a portion of the multi-family in the RP-2 zoning district has been constructed to date. The remaining portion of the development remains vacant. The portion of the previously approved development, under consideration with this application, is included in the RP-2 zoning district included 100 duplex homes, or 200 dwelling units.

In 2018, the governing body approved a rezoning from RP-2 (Planned Two-Family Residential) district to RP-3 (Planned Garden Apartment) and RP-4 (Planned Mixed-Density Neighborhood) districts, and preliminary development plan and preliminary development plat for Cottages at University Park. This development included the larger parcel containing 33.639 acres and

proposed 160 dwelling units in a mix of compact single-family residential, duplex and a 4-plex pinwheel residential building types.

The eastern parcel was rezoned in 2018 from CP-2 (Planned General Business) district to R-3 (Garden Apartment) district with a tentative plan to construct approximately 60 units of apartments in the future.

A rezoning and preliminary development plan was approved from RP-3, RP-4 and CP-2 to RP-3 at the August 19, 2019 Council meeting. Additionally, Johnson County reviewed and approved these applications due to the proximity of New Century AirCenter. On November 19, 2019, the Planning Commission approved a final plat and final development plan for Phase 1. Phase 1 construction is nearly complete.

Financial Impact:
None.

Attachments included:
- Planning Commission packet
- Final plat document
- Excerpt of the minutes from the September 27, 2021 Planning Commission meeting.

Suggested Motion:
Accept the dedication of right-of-way and easements on the final plat for Tallgrass 2nd Plat (FP-21-06).

AGENDA

Planning Commission Meeting
Monday September 27, 2021
7:00 pm
Gardner City Hall
120 E. Main Street

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Planning Commission for study. These items are considered to be routine and will be enacted upon by one motion with no separate discussion. If separate discussion is desired on an item, from either the Planning Commission or from the floor, that item may be removed from the Consent Agenda and placed on the Regular Agenda.

1. Standing approval of the minutes as written for the meeting on August 23, 2021

REGULAR AGENDA

1. **Tallgrass, 2nd Plat**
   1A. Tallgrass, 2nd Plat – Final Plat
   1B. Tallgrass, 2nd Plat – Final Development Plan

2. **Gardner Land Development Code amendment – Off-site Signage (Public Hearing)**

DISCUSSION ITEMS

ADJOURNMENT

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

PLANNING COMMISSION MEETING
City of Gardner, Kansas
Council Chambers
August 23, 2021
7 p.m.

CALL TO ORDER
The meeting of the Gardner Planning Commission was called to order at 7:01 p.m. on Monday, August 23, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE
Chairman Boden led the Pledge of Allegiance.

ROLL CALL
Commissioners present:
Chairman Boden
Commissioner Ham
Commissioner Meder
Commissioner McNeer
Commissioner Jueneman
Commissioner Cooper

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

CONSENT AGENDA
1. Approval of the minutes as written for the meeting on July 26, 2021.

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

Motion passed 6-0.

REGULAR AGENDA
Item 1. Rezoning request Z-21-05 is located at the northeast corner of Moonlight & Woodson.

Dave Knopick, Community Development Director provided an introductory overview of the components of this item.

APPLICANT PRESENTAION
Arsen Khratyan, STAK Architecture introduced himself and his partnership with the developer Muhammad Abubakar. Initially, the zoning request was for C- 2 (General Business) but have now agreed to seek CO-A (Neighborhood Business) after city staff recommendation. They would like to develop the property with neighborhood-scale developments that might include a gas station, liquor store, ice cream shop in phase 1. Phase 2 may include a market, coffee shop, and small retail.

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Muhammad addressed the commissioners and explained he intends to provide what is best for the community. He owns stations in Cleveland MO, Garden City, MO, and 11 groceries in the Kansas City area.

STAFF PRESENTATION

Mr. Robert Case presented the information in the staff report for the Moonlight & Woodson rezoning. The property is currently not platted and has one house and accessory structure located there. All utilities are available to the subject parcel and are currently zoned A (Agriculture) District. The general character of the neighborhood includes two and four-family homes to the east and south along with a light industrial building directly south, single family to the west and north. The site is zoned for agriculture which could raise some concerns with the surrounding residential. With use restrictions and design standards, the change in zoning could allow more compatible development to occur on the property. The rezoning allows for a transition between the industrial zoning to the south and the residential that surrounds it. Staff recommends that the Planning Commission consider and recommend a less intensive zoning district than the requested C-2 General Business District for the property located at 18085 Moonlight Rd.

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PUBLIC HEARING

Public Hearing opened by Planning Commission.

No one from the public spoke regarding this matter.

Public Hearing closed by Planning Commission.

COMMISSION DISCUSSION

Commissioner Ham expressed her concern with the potential noise and traffic.

Mr. Knopick stated that the applicant will have to come back before the commissioners with an approved development plan that would address such concerns.

Commissioner Meder echoed the same concern but also believed the development is needed for the area.

Commissioner Cooper commented she would prefer green spaces be taken into consideration when developing the plan.

Chairman Boden expressed his appreciation for the less intensive zoning request as he may not approve otherwise.

Mr. Knopick assured the commissioners that during the next steps city staff will be sensitive to the concerns and help guide the applicant to create an appropriate concept.

Motion made after review of Application Z-21-05, a rezoning for 18085 Moonlight Road (parcel ID CF231430-2014), and the staff report dated August 23, 2021, the Planning Commission recommends rezoning such parcel from A - Agricultural District to CO-A – Neighborhood Business District with the finding that the CO-A Neighborhood Business District is a lesser change then the C-2 General Business District request as demonstrated by Table 5-2: Use Table in Section 17.05 Zoning Districts and Use

Standards of the Gardner Land Development Code (LDC), provided the following conditions are met:
1. Future use of the property be limited to the following uses from Table 5-2: Use Table and the associated use descriptions found in Section 17.05.030 General Use Standards of the LDC:

RESIDENTIAL DWELLINGS

- **Multi-Unit Household Living P**
- **Mixed-Use (apartment over commercial/service) P**
- **Live/Work P**

CIVIC/INSTITUTIONAL

- **Cultural and Public Service P**
- **Open/Civic Space P**

RETAIL o Retail – Micro (under 1K) P

- **Retail – Neighborhood (1K – 3K) P**
- **Retail – Small (3K – 6K) P**
- **Grocery – Market (under 10K) P**
- **Grocery – Store (10K – 45K) C***
- **Outdoor Sales – Limited A***
- **Convenience Store/Fuel Station – Limited (1-4 pumps) P***
- **Convenience Store/Fuel Station – General (5-12 pumps) C***

- **SERVICE AND EMPLOYMENT**
- **Animal Care – General P**
- **Day Care Center P**
- **Food and Beverage – Accessory Outdoor A***
- **Food and Beverage – General P***
- **Food and Beverage – Mobile T***
- **Health Care – Small P**
- **Lodging – Bed and Breakfast (up to 5 rooms) P**
- **Lodging – Inn (up to 20 rooms) P**
- **Office – Limited (under 10K) P**
- **Office – General (10K – 40K) C**
- **Personal Services – Limited (under 3K) P**
- **Personal Services – General (3K – 10K) P**
- **Recreation/Entertainment – Indoor Minor (under 10K) P**
- **Temporary Use T***

INDUSTRIAL

- **Manufacturing – Limited/Artisan P**

AGRICULTURAL

- **None**

COMMUNICATIONS AND UTILITIES

- **Small cell and distributed antenna systems mounted or collocated on monopoles, utility poles, or street lights in the public rights-of-way P***

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- **Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings A***
- **Communication facilities designed as an architecturally compatible element mounted or collocated on mixed-use or live/work buildings A***
- **Wind Energy Conversion System – Small C***
- **Solar Collector – Roof Mounted A***
- **Solar Collector – Ground Mounted C***
- **A = Accessory Use; C = Conditional Use; P = Permitted Use; T = Temporary Use;* = Supplemental Use Regulations**

2. That a preliminary and final development plan be submitted, reviewed, and approved by the City Staff, Planning Commission, and City Council through the prescribed public processes for such development plans found in Section 17.05.030 within 12 months of this rezoning action to add the P (Planned District) designation to the CO-A Neighborhood Business District. If a development plan is not approved within such a timeframe then the zoning for this parcel will revert to the A - Agricultural District.

And forwards the recommendation for approval to the Governing Body.

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Motion made by Commissioner Meder and seconded by Commissioner McNeer. Motion passed 6-0.

Item 2. Final Development Plan FDP-19-03 revision/deviation request for Phase 1 Buildings 5-10 Tallgrass Apartment.

Dave Knopick, Community Development Director provided an introductory overview of the components of this item.

APPLICANT PRESENTATION

Todd Bleakley, Tallgrass Apartments explained they would like to reduce the amount of concrete poured for the 8 ft. sidewalks and install 6 ft. sidewalks. They would prefer to use the saved money to expand the walking trails from 5 ft. to 8 ft. for the residents. They also feel that the narrower sidewalks are more aesthetically pleasing and provide additional lawn depth along the fronts of the buildings.

STAFF PRESENTATION

Mr. Case gave a brief overview of the deviation request as it pertains to the land development code that outlines development standards for planned developments. The request is to allow for a reduction in the width of sidewalks that parallel parking lots in front of apartment buildings from 8 ft. to 6 ft. The ADA compliant 6 ft. wide sidewalks allow for vehicle encroachment and still provide an approximately 4' clear path. The staff recommends approval of the revised final development plan for Tallgrass, 1st Plat subject to internal trails be widened from 5 ft. to 8 ft. and the applicant's engineer provide written proof of ADA compliance for all sidewalks along with buildings that front parking lots.

COMMISSION DISCUSSION

Commissioner Ham asked if the ADA compliance can be maintained with all models of vehicles if 6ft sidewalks are installed.

Mr. Knopick stated there are no guarantees how people will park but the city did some research on-site and the 6ft sidewalks appear to be sufficient to maintain the 3 to 3.5ft clearance.
Mr. Allenbrand explained that 36 inches is the minimum travel path required for ADA compliance and they will have a 42-inch travel path throughout.
Commissioner Meder stated her concerns regarding checks and balances within the development as she visited the job site and noticed the sidewalks had been poured with additional concrete poured after the fact.
Mr. Bleakley stated the sidewalks had been poured incorrectly and required the additional 3ft to be poured.
Mr. Jueneman inquired if consideration had been made in the event a pickup truck was to park the rear end first if the walkway would be passable.
Mr. Allenbrand said that regardless of the size of the sidewalk a pickup truck would impede the passable area and would hope the apartment management would address the situation as needed.
Mr. McNeer commented that he was impressed with the developer and City staff working together to widen the walking trails within the development.
Chairman Boden noted that this is the 2nd developer who has requested deviation to sidewalk width and maybe it would be pertinent to visit the land development code to require the 6ft standard that seems to be common with other municipalities' codes.

Motion made after review of application FDP-19-03, a revised final development plan for Tallgrass, 1st Plat dated August 6, 2021, and staff report dated August 23, 2021, The Planning Commission approves the application as proposed, provided the following conditions are met:

1. **The applicant's engineer shall provide written proof of ADA compliance for all sidewalks alongside buildings that front parking lots.**
2. **Internal trails shall be widened from 5ft. to 8ft.**

Motion made by Commissioner McNeer and seconded by Commissioner Cooper.

Motion passed 5-1.
Commissioner Meder voting against.

<u>DISCUSSION ITEMS</u>

Item 1. Utility-Scale Solar Facilities

Sean Pendley, Deputy Director Johnson County Planning presented the information in his presentation Utility-Scale Solar Facilities. The county has been approached by Next Era Energy for a possible solar facility within the county. There is a growing demand for renewable energy and solar energy is the fast-growing energy source. Policy review and BOCC study session occurred in March of 2021 and there are upcoming study sessions in September. There is to be a public hearing in October or November as well. The proposed development standards would include a maximum percentage of PV panel coverage at 70% and greater than a 1-mile distance from neighboring cities. The setbacks would require the structures to be at least 250ft. from existing dwellings and, substations and battery storage at least 150 ft. from a property line. The disturbed lands shall be reseeded with prairie grasses, forbs, and pollinators as well as security fencing. Roads, residential zoning, and existing dwellings shall be screened from views of PV panel equipment by trees and berms. The locational criteria would require placement in

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nonresidential areas and configured to reduce impacts such as views and noise. Mr. Pendley that he welcomes any questions or comments at the upcoming work sessions.

COMMISSION DISCUSSION

Commissioner Cooper asked how land is anticipated to be acquired for the solar facilities.
Mr. Pendley stated it would remain privately owned and be leased from current landowners. Although a conditional use permit will be required by Johnson County, the landowner would still have rights to land use as see fit for and agriculture purposes desired.
Commissioner Cooper also inquired about the restoration requirements is once the conditional use permit expires for the solar facility
Mr. Pendley stated at the time of expiration that a new permit can be applied for to extend if the lease is agreeable with the landowner. If the facility is to be decommissioned then there will be a protocol to restore the land.
Commissioner McNeer asked if imminent domain would be implemented for these projects.
Mr. Pendley stated that the county would not force any landowners into a lease and it is strictly up to them to secure a lease with potential solar facilities.
Commissioner McNeer commented the abandoned Sunflower Ammunition site may be an ideal location for a solar facility.
Chairman Boden stated his concern for the 1-mile buffer and the rate of expansion. He asked that the county keep the City of Gardner's growth plan in mind.
Commissioner Meder expressed her appreciation that a decommissioning plan has been considered in the planning process.

Item 2. Off-Site Advertising Signage

Mr. Knopick provided background information and framework concerning any draft amendments that are subject to review. The Governing Body was approached by a sign provider, representing a local property owner, with an inquiry and proposal regarding the allowance of off-site advertising signage along the I-35 corridor in Gardner. Currently, the Gardner Land Development Code (LDC) does not allow off-site advertising. After listening to the inquiry and proposal, the Governing Body asked that planning staff look into potential amendments/changes to the LDC that would accommodate off-site advertising signage and staff has been working on the initial development of draft amendments and changes for future consideration by the Planning Commission and Governing Body per the procedures outlined in the LDC. Any draft amendments are subject to further review by planning staff and the City Attorney before consideration by the Planning Commission or Governing Body. It is anticipated that the Planning Commission will hold a public hearing on draft text amendments soon. Mr. Knopick asked the commissioner to look over the provided information before the public hearing.

COMMISSION DISCUSSION

Commissioner Hamm expressed concerns about polarizing content on the signs.
Commissioner Cooper inquired about separation minimums for signs and what is the potential impact to Gardner in terms of square feet.
Mr. Knopick stated the state minimum must be adhered to but we could extend the separation in our code if we choose and it approximated under 5 miles could be impacted along I-35 highway.
Commissioner McNeer asked what the commissioners are being asked to consider concerning guidelines over the next 30 days.
Mr. Knopick stated Gardner is not allowed to regulate the sign content. Sign construction and maintenance standards are the factors the city could help regulate. It is recommended to consider what standards reflect the values of Gardner.

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Motion made to adjourn by Commissioner McNeer and seconded by Commissioner Jueneman.
Motion passed 6-0.
Meeting adjourned at 8:45 p.m.

DRAFT

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 1A**
MEETING DATE: SEPTEMBER 27, 2021
PREPARED BY:

PROJECT NUMBER / TITLE: FP-21-06 Final Plat for Tallgrass, 2nd Plat

PROCESS INFORMATION
Type of Request: Final Plat
Date Received: August 2, 2021

APPLICATION INFORMATION
Applicant: Todd Allenbrand, Payne & Brockway, P.A.
Owner: Tallgrass Apartments, LLC (Todd Bleakley)
Parcel ID: CP94500000 0T0C
Location: Northwest corner of Moonlight Rd and University Drive

REQUESTED ACTION
The applicant is requesting approval of a final plat for Tallgrass, 2nd Plat, phase 2 of a three lot subdivision that includes two duplex lots and multi-family residential development.

EXISTING ZONING AND LAND USE

The subject properties are currently zoned RP-3 (Planned Garden Apartment) District with an approved preliminary development plan for Tallgrass. Both parcels are agricultural use.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
R-1 (Single-Family Residential) District	Single-family residences and undeveloped single-family property
East of subject property	
County RUR (Rural) District	Single-family residences
County PEC3 (Planned Light Industrial Park) District	Crop agriculture of undeveloped property and manufacturing uses
South of subject property	
RP-3 (Planned Garden Apartment) District	Tallgrass Phase I garden apartments
West of subject property	
RP-2 (Planned Two-Family Residential) District	Duplex residences

EXISTING CONDITIONS

The parcel is currently vacant and surrounded by residential.

BACKGROUND / HISTORY

Annexation of this property was approved by the Governing Body on March 3, 2003 (Ordinance No. 2054). That same year, a rezoning (Z-03-16) from the A (Agriculture) district to a mix of RP-2 (Planned Two-Family Residential) district, RP-3 (Planned Garden Apartment) district, RP-5 (Planned Apartment House) district, CP-2 (Planned General Business) district, and C-O (Commercial Office) district was approved for approximately 157.5 acres for University Park. Additionally, a preliminary development plan (PDP-03-04) for University Park was approved for a mix of multi-family and commercial uses. To date, only a portion of the multi-family in the RP-2 zoning district has been constructed. The remaining portion of the development remains vacant. The portion of the previously approved development, under consideration with this application, is included in the RP-2 zoning district included 100 duplex homes, or 200 dwelling units.

In 2018, a rezoning (Z-18-01) from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District and RP-4 (Planned Mixed-Density Neighborhood) District and preliminary development plan PDP-18-01 for Cottages at University Park and preliminary plat PP-18-01 were approved. This development included the larger parcel containing 33.639 acres and proposed 160 dwelling units in a mix of compact single-family residential, duplex and a 4-plex pinwheel residential building types.

The eastern parcel was rezoned (Z-18-03) in 2018 from CP-2 (Planned General Business) District to R-3 (Garden Apartment) District with a tentative plan to construct approximately 60 units of apartments in the future.

A rezoning (Z-19-03) and preliminary development plan (PDP-19-03) was approved from RP-3, RP-4 and CP-2 to RP-3 at the August 19, 2019 Council meeting. Additionally these applications

were reviewed by Johnson County due to the proximity of New Century AirCenter and was also approved. On November 19, 2019 a final plat and final development plan was approved by the Planning Commission for Phase 1. Phase I construction is almost complete.

CONSISTENCY WITH COMPREHENSIVE PLAN

The *City of Gardner 2014 Comprehensive Plan* identifies these parcels for low-density residential, which typically includes both single-family residential and duplex housing. For this phase, two duplex lots and 7 garden apartment buildings are proposed. The duplex building types are consistent with low-density residential; however, the garden apartment building types are typically more consistent with higher-density residential. The overall project density is 13.84 units per acre. The Market Analysis of the Gardner Main Street Corridor Plan represents townhomes as generally ranging between 10 to 15 dwelling units per acre, and apartments generally ranging between 25 to 30 dwelling units per acre. Therefore, this proposed development represents an overall comparable density to typical townhome communities rather than apartment communities. The proposed apartments are two- and three-story designs. The buildings that abut the existing single-family and duplex homes to the west and north include 24-unit buildings that are entirely 2-story, and 16-unit buildings that are a mix of 2-story on the ends and 3-story in the middle.

Additionally, the Comprehensive Plan has identified this area for "New Residential Growth" in the Residential Area Plan under the Housing section, which is undeveloped land that provides a clean slate for future residential development to contribute to and enforce the City's existing character and identity. One goal of New Residential Growth is to ensure a new development meets the requirements of the *Gardner Land Development Code* and provides flexibility where necessary to accommodate a variety of housing types and intensities. While the project itself does not provide a variety of housing types, the continuing addition of apartments would provide for a variety of housing in the area. Copper Springs to the north is developed and being developed with single-family residential and the property to the west is developed with duplex development. The nearest apartment development is just over a mile to the south at Lincoln Lane and Moonlight Road. With the growth of businesses in New Century AirCenter to the east and Moonlight being an alternative route into Olathe from the south and west, multi-family housing on the northeast side of Gardner will be important.

The New Residential Growth Areas plan values connectivity and open space preservation and conservation design. The proposed street layout converts 164th street into an internal street and parking network and allows for the continuation of future additions.

The open space preservation and conservation design is supported with this project by way of the west stormwater detention area and will include native vegetation. Additionally, as mentioned before, an 8 foot wide trail is incorporated into the site.

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 proposed final plat is in substantial compliance with the approved preliminary plat. Phase 2 includes the same layout as the preliminary plat.*

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 (this is a recommended condition of approval). Plans will include sidewalk and trail construction and any utility extensions that are required.*

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 building permits.*

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.*

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

Staff Comment: *Staff recommends approval of the plat for Tallgrass, 2nd Plat.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

ELECTRIC – Electric will be provided by the City of Gardner and be extended from south of the subject property.

SANITARY SEWER – Sanitary sewer by the City of Gardner will be extended from the west from an existing line across Gretna Street, behind the existing duplex lots, onto the site.

WATER – City of Gardner water extension will be made along Evergreen Street to the north.

STORMWATER – The applicant has provided a preliminary stormwater management study that has been approved however the final has not been submitted. This will be a condition of approval.

ROADWAY NETWORK & SIDEWALKS – The developer will be constructing an extension of 164th Street that will connect with the Tallgrass Apartment's internal street network.

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.

ATTACHMENTS

I. Final Plat FP-21-06
II. Landscape Plans
III. Application

ACTIONS

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

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

EFFECT OF DECISION

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

Staff recommends approval of the FP-21-06 Final Plat for Tallgrass, 2nd Plat with the conditions outlined in the Recommended Motion section.

Recommended Motion:

After review of application FP-21-06, a final plat for Tallgrass, 2nd Plat, tax Id CP94500000 0T0C, and staff report dated September 27, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.

2. Prior to the Mayor signing an approved recordable plat, the applicable excise tax shall be paid to the City.
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 forwards the recommendation for approval to the Governing Body.

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 1B**
MEETING DATE: SEPTEMBER 27, 2021
PREPARED BY:

PROJECT NUMBER / TITLE: FDP-21-07 Final Development Plan for Tallgrass 2nd Plat

PROCESS INFORMATION

Type of Request: Final Development Plan
Date Received: August 2, 2021

APPLICATION INFORMATION

Applicant: Todd Allenbrand, Payne & Brockway, P.A.
Owner: Tallgrass Apartments, LLC (Todd Bleakley)
Parcel ID: CP94500000 0T0C
Location: Northwest corner of Moonlight Rd and University Dr

REQUESTED ACTION

The applicant is requesting approval of a final development plan for Tallgrass, 2nd Plat, phase 2 of a three lot subdivision that includes two duplex lots and multi-family residential development.

EXISTING ZONING AND LAND USE

The subject properties are currently zoned RP-3 (Planned Garden Apartment) District with an approved preliminary development plan for Tallgrass. Both parcels are agricultural use.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
R-1 (Single-Family Residential) District	Single-family residences and undeveloped single-family property
East of subject property	
County RUR (Rural) District	Single-family residences
County PEC3 (Planned Light Industrial Park) District	Crop agriculture of undeveloped property and manufacturing uses
South of subject property	
RP-3 (Planned Garden Apartment) District	Tallgrass Phase I garden apartments
West of subject property	
RP-2 (Planned Two-Family Residential) District	Duplex residences

EXISTING CONDITIONS

The parcel is currently vacant and surrounded by residential.

BACKGROUND / HISTORY

Annexation of this property was approved by the Governing Body on March 3, 2003 (Ordinance No. 2054). That same year, a rezoning (Z-03-16) from the A (Agriculture) district to a mix of RP-2 (Planned Two-Family Residential) district, RP-3 (Planned Garden Apartment) district, RP-5 (Planned Apartment House) district, CP-2 (Planned General Business) district, and C-O (Commercial Office) district was approved for approximately 157.5 acres for University Park. Additionally, a preliminary development plan (PDP-03-04) for University Park was approved for a mix of multi-family and commercial uses. To date, only a portion of the multi-family in the RP-2 zoning district has been constructed. The remaining portion of the development remains vacant. The portion of the previously approved development, under consideration with this application, is included in the RP-2 zoning district included 100 duplex homes, or 200 dwelling units.

In 2018, a rezoning (Z-18-01) from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District and RP-4 (Planned Mixed-Density Neighborhood) District and preliminary development plan PDP-18-01 for Cottages at University Park and preliminary plat PP-18-01 were approved. This development included the larger parcel containing 33.639 acres and proposed 160 dwelling units in a mix of compact single-family residential, duplex and a 4-plex pinwheel residential building types.

The eastern parcel was rezoned (Z-18-03) in 2018 from CP-2 (Planned General Business) District to R-3 (Garden Apartment) District with a tentative plan to construct approximately 60 units of apartments in the future.

The rezoning (Z-19-03) and preliminary development plan (PDP-19-03) was approved from RP-3, RP-4 and CP-2 to RP-3 at the August 19, 2019 Council meeting. Additionally these applications

were reviewed by Johnson County due to the proximity of New Century AirCenter and was also approved. On November 19, 2019 a final plat and final development plan was approved by the Planning Commission for Phase 1. Construction has started on the first phase.

CONSISTENCY WITH COMPREHENSIVE PLAN

The *City of Gardner 2014 Comprehensive Plan* identifies these parcels for low-density residential, which typically includes both single-family residential and duplex housing. For this phase, two duplex lots and 7 garden apartment buildings are proposed. The duplex building types are consistent with low-density residential; however, the garden apartment building types are typically more consistent with higher-density residential. The overall project density is 13.84 units per acre. The Market Analysis of the Gardner Main Street Corridor Plan represents townhomes as generally ranging between 10 to 15 dwelling units per acre, and apartments generally ranging between 25 to 30 dwelling units per acre. Therefore, this proposed development represents an overall comparable density to typical townhome communities rather than apartment communities. The proposed apartments are two- and three-story designs. The buildings that abut the existing single-family and duplex homes to the west and north include 24-unit buildings that are entirely 2-story, and 16-unit buildings that are a mix of 2-story on the ends and 3-story in the middle.

Additionally, the Comprehensive Plan has identified this area for "New Residential Growth" in the Residential Area Plan under the Housing section, which is undeveloped land that provides a clean slate for future residential development to contribute to and enforce the City's existing character and identity. One goal of New Residential Growth is to ensure a new development meets the requirements of the *Gardner Land Development Code* and provides flexibility where necessary to accommodate a variety of housing types and intensities. While the project itself does not provide a variety of housing types, the continuing addition of apartments would provide for a variety of housing in the area. Copper Springs to the north is developed and being developed with single-family residential and the property to the west is developed with duplex development. The nearest apartment development is just over a mile to the south at Lincoln Lane and Moonlight Road. With the growth of businesses in New Century AirCenter to the east and Moonlight being an alternative route into Olathe from the south and west, multi-family housing on the northeast side of Gardner will be important.

The New Residential Growth Areas plan values connectivity and open space preservation and conservation design. The proposed street layout converts 164th street into an internal street and parking network and allows for the continuation of future additions.

The open space preservation and conservation design is supported with this project by way of the west stormwater detention area and will include native vegetation. Additionally, as mentioned before, an 8 foot wide trail is incorporated into the site.

STAFF ANALYSIS - FINAL DEVELOPMENT PLAN

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

This application is being reviewed per the Planned Development process of Section 17.03.040 of the LDC.

17.03.040 (C) 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 to the Code with the exception of the approved deviations from the preliminary development plan.*

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

      Staff Comment: *The sites are 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 sites and the public realm.*

   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 smart paneling, stone veneer, and varying color schemes throughout the development.*

   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 of the buildings are compatible to the context of the surrounding properties.*

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

      Staff Comment: *No additional site-specific conditions are necessary to meet the intent and design objectives of the applicable development standards*

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

   Staff Comment: *The applicant is required to submit and receive approval of a final plat and public improvement plans prior to construction.*

4. The recommendations of professional staff.

   Staff Comment: *Staff recommends approval of the final development plan for Prairiebrook Villas.*

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 approved preliminary development plan.*

ATTACHMENTS

I. Final Development Plan FDP-21-07
II. Elevations
III. Application

ACTIONS

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

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

EFFECT OF DECISION

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

RECOMMENDATION

Staff recommends approval of FDP-21-07 Final Development Plan for Tallgrass 2nd Plat plan with the conditions outlined in the Recommended Motion section.

Recommended Motion:

After review of application FDP-21-07, a final development plan for Tallgrass, 2nd Plat, tax Id CP94500000 0T0C, and staff report dated September 27, 2021, the Planning Commission approves the application as proposed, provided the follow condition is met.

1. Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.
2. Approval of the final plat for Tallgrass, 2nd Plat.

and forwards the recommendation for approval to the Governing Body.

Community Development

MEMORANDUM

TO: Gardner Planning Commission

FROM: David Knopick, Community Development Director

DATE: September 27, 2021

SUBJECT: Regular Item 2: Consideration of proposed Title 17 Land Development Code amendments regarding off-site signage (PUBLIC HEARING).

BACKGROUND

Periodically the Governing Body or Planning Commission or staff, through the activities associated with the administration of Title 17 Land Development Code (LDC) of the Gardner Municipal Code, may identify the need to make text amendments to the LDC. The process to be used to consider and make such changes is prescribed as follows:

Section 17.03.110 Text Amendments

*A. **Applicability.** Text amendments to these regulations may be initiated by the Governing Body or the Planning Commission, or by staff on behalf of these entities.*

*B. **Specific Procedures.** In addition to the general procedures in Table 3-1, and GMC 17.03.010, applications for text amendments shall be processed according to the following specific procedures:*

1. Public Hearing. The Planning Commission shall hold a public hearing on all proposed amendments.

2. Recommendations. Upon the conclusion of the public hearing, the Planning Commission shall prepare and adopt its recommendations in the form of a proposed development regulation and shall submit it with a record of the hearing to the Governing Body.

3. Action by the Governing Body. When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefor, the Governing Body may:

a. Adopt. Adopt such recommendation by ordinance,

b. Override. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body, or

c. Return. Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendation, the Governing Body by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such

course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

4. Publication. If the Governing Body approves an application, it shall adopt an ordinance to that effect, but the ordinance shall not become effective until its publication in the official newspaper. (Ord. 2518 § 2 (LDC § 3.11))

The Governing Body was approached by a sign provider, representing a local property owner, with an inquiry and proposal regarding the allowance of off-site advertising signage along the I-35 corridor in Gardner. Currently, the Gardner Land Development Code (LDC) does not allow off-site advertising per *Section 17.10.050 Standards Applicable to All Signs*:

K. Any sign with a business message shall be located on the site of the business activity.

As the Planning Commission is aware, *Section 17.03.110 Text Amendments* of the LDC states the text amendments to the LDC may be initiated by the Governing Body, the Planning Commission, or by staff. After listening to the inquiry and proposal, the Governing Body asked that planning staff look into potential amendments / changes to the LDC that would accommodate off-site advertising signage and staff has been working on draft amendments and changes for consideration by the Planning Commission and Governing Body per the procedures outlined in the LDC.

In order to help the Planning Commission familiarize itself with this topic, the following links are being provide for reference purposes:

City of Gardner Sign Standards (LDC Chapter 17.10):
https://www.codepublishing.com/KS/Gardner/#!/Gardner17/Gardner1710.html#17.10

State of Kansas Department of Transportation *Advertising Signs In Kansas* brochure:
https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/_OutdoorAd/Advertising%20Signs%20in%20Kansas%20Brochure%2004%2019.pdf
(This brochure provides an overview of the state regulations related to off-site advertising along designated transportation corridors in Kansas including I-35. The standards and requirements of the state are the minimum standards that would be applicable if off-site adverting signage were allowed in Gardner along the identified corridors. The applicable Kansas regulations can be found at: https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/PDF_Files/KHACARev6.pdf)

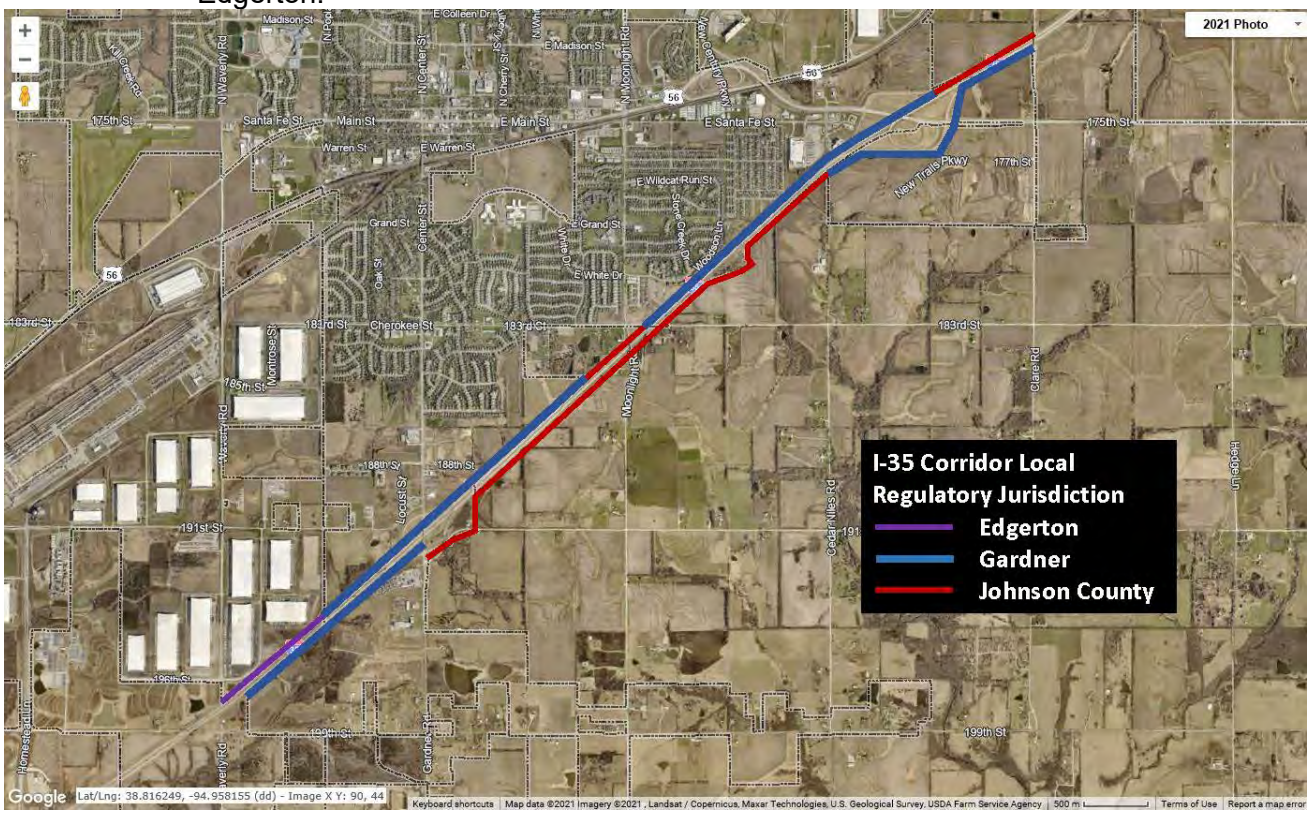
Johnson County Kansas Sign Regulations
https://www.jocogov.org/sites/default/files/documents/PLN/article_20.pdf
Specifically – Section 6 C 2 c Outdoor Advertising Signs starting on page 20-8.

In addition to the local regulations and the current county and state regulations, there are court decisions (primarily having to do with sign content / messaging) that must be taken into consideration related to sign regulation within the City of Gardner.

In consideration of the regulatory context and the framework of the LDC, staff has taken an approach that categorizes signs as ancillary or principal uses and is recommending the removal of the reference to messaging content. As a result of this approach the recommended amendments are focused on physical characteristics (e.g. setback, separation, height,

dimensions, location, lighting, landscaping, etc.), as well as construction and maintenance standards which could also include special permitting / inspection requirements. The following items are provided as contextual / summary information for consideration of the proposed LDC amendments:

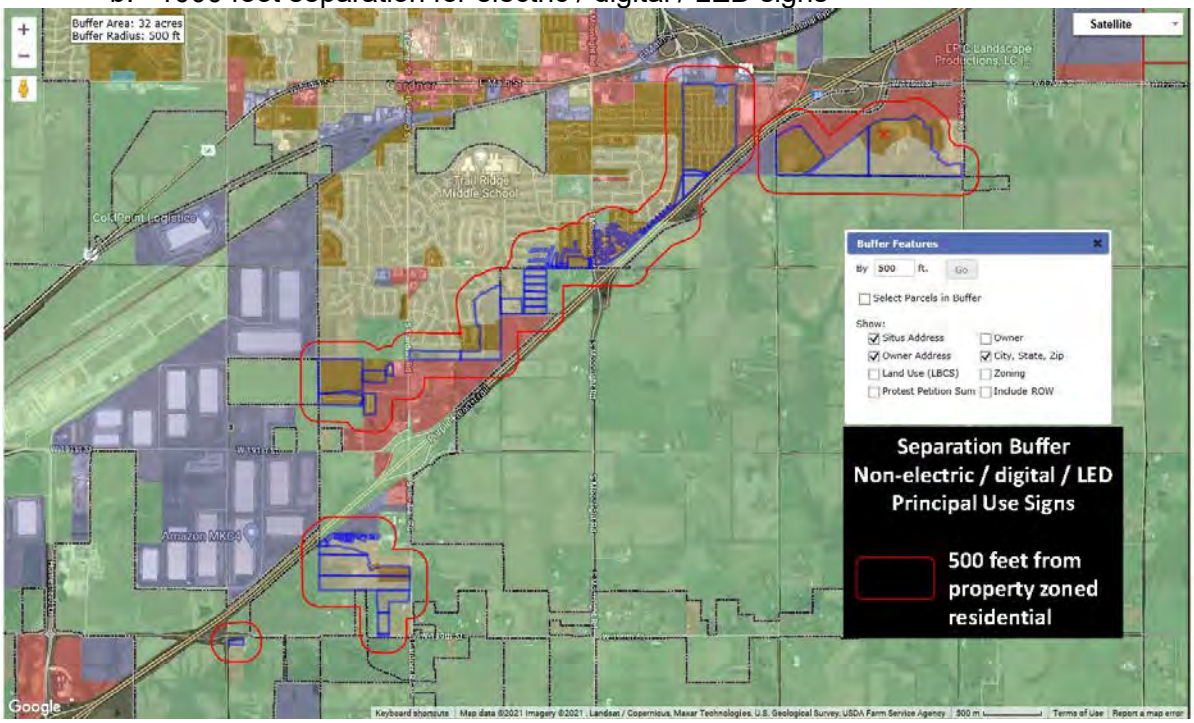
1. Two sign categories would be described as uses of property.
    a. Ancillary signs – associated with and supporting a principal or accessory use on the same property.
    b. Principal use signs – not associated with and supporting a principal or accessory use on the same property.
2. Principal use signs would only be allowed along the I-35 corridor. Approximately 5 miles (26,400 linear feet) of I-35 is located within or adjacent to the City of Gardner.
    a. Eastside of I-35 – property located along approximately 2.7 mi (14,256 feet) of the linear distance is regulated by the City of Gardner (in two segments: an area starting approximately .3 miles northeast of the 199th Street bridge to Gardner Road; and an area beginning near the start of the I-35 northbound off-ramp at 175th Street to Clare Road). The remainder of the linear distance on this side of I-35 is regulated by Johnson County.
    b. Westside of I-35 – property located along approximately 3.6 mi (19,008 feet) of the linear distance is regulated by the City of Gardner (in two segments: an area between the Edgerton City Limits to a point approximately .4 miles south of 183rd Street; and an area from 183rd Street to approximately the beginning of the I-35 southbound off-ramp of the 175th Street interchange) the remainder of the linear distance on this side of I-35 is regulated by Johnson County or the City of Edgerton.

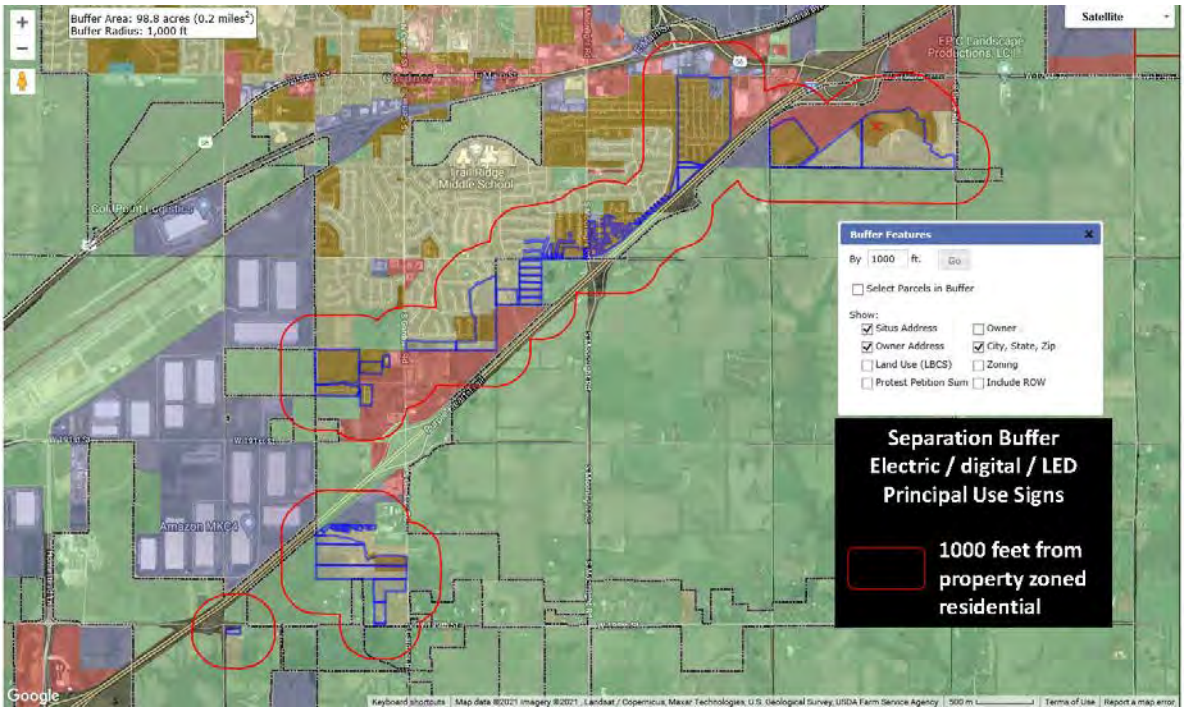


3. Local regulations related to principal use signs cannot be less restrictive than the applicable state regulations along the I-35 corridor but can be more restrictive than the

state regulations. Such signs would still be required to obtain a state permit / license and meet state regulations to which the local regulations are silent.

4. Regulations related to principal use signs in the City of Gardner can be less or more restrictive than applicable Johnson County regulations.
5. Principal use signs in Gardner would only be allowed in the C-2, C-3, M-1 and M-2 zoning districts. State regulations require that such sign be located in commercial or industrial zoning districts.
6. Principal use signs would only be allowed on property abutting / adjacent to the I-35 right-of-way in Gardner.
7. Principal use signs would not be allowed adjacent to interchange ramps, acceleration / deceleration lanes, and for 500 feet leading up to the start of the on-ramp deceleration lane and 500 feet beyond the end of an off-ramp acceleration lane.
8. Vehicular access would be provided in a manner that accommodates emergency vehicle access from the nearest public roadway other than I-35.
9. Principal use signs would be separated by a minimum of:
    a. 600 linear feet between any non-electric / digital / LED sign and any other principal use sign along the I-35 corridor as measured along the center line of the I-35 rights-of-way.
    b. 1000 linear feet between any electric / digital / LED sign and any other principal use sign along the I-35 corridor as measured along the center line of the I-35 rights-of-way.
10. Principal use sign dimensions and setbacks:
    a. Number of principal use signs per parcel – 1
    b. Sign face display area – 750 square feet maximum
    c. Sign face height – 15 feet maximum
    d. Sign face width – 50 feet maximum
    e. Overall height – 30 feet maximum
    f. Setback from I-35 right-of-way – 50 feet minimum
11. Principal use signs would be located away from property with residential zoning:
    a. 500 foot separation for non-electric / digital / LED signs
    b. 1000 foot separation for electric / digital / LED signs





PROPOSED AMENDMENTS

Draft language related to potential changes is provided below and organized by chapter. A summary paragraph associated with each chapter is provided in regard to the nature of the proposed amendments. After the summary paragraph the existing language from the LDC is provided in black font (language proposed to be removed is in red strikeout font) and proposed new language is provided in red font.

CHAPTER 17.02 DEFINITIONS

No changes are being recommended in this chapter. The current sign definition is being provided for reference purposes.

17.02.010 Definitions

S

Sign means any device which shall display or include any letter, word, model, insignia, device, or representation used as, or which is in the nature of, an advertisement or announcement which directs attention to an object, product, place, activity, person, institution, organization, or business.

CHAPTER 17.05 ZONING DISTRICTS AND USE STANDARDS

The proposed language in this section is related to the identification and description of ancillary and principal use signs as part of the Communication and Utilities land use category associated with the Use Table. The language provided below has been reviewed by the City Attorney.

17.05.030 General Use Standards

A. **Permitted Uses.** In order to implement the intent of each zoning district, facilitate complementary transitions between districts, and to regulate a variety of compatible uses within zoning districts, use categories and general uses have been established for principal uses of land and buildings. Table 5-2 indicates permitted uses (P) subject to general district and building type standards, permitted accessory uses (A) subject to specific accessory use standards, temporary uses (T) subject to limited permits, and conditional uses (C) subject to the

discretionary review process in GMC 17.03.050. All uses may be subject to more specific standards, limitations and performance criteria as identified by an asterisk in Table 5-2 and in GMC 17.05.040, 17.05.050 and Chapter 17.11 GMC. Use categories, general uses and specific types of uses are more specifically described in subsection (B) of this section.

Table 5-2: Use Table

	Residential Districts								Nonresidential Districts							
	A	RE	R-1	R-2	R-3	R-4	R-5	RM-P	C-O	CO-A	C-1	C-2	C-3	M-1	M-2	REC
COMMUNICATIONS AND UTILITIES																
Signs, Ancillary (See Sign Standards)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Signs, Principal Use (See Sign Standards)													P	P	P	

B. **Description of Uses.** This subsection contains general descriptions associated with the use of land and buildings organized by categories and types, and enabled by zoning districts in Table 5-2. Where a proposed use is not generally listed or appears to meet the description of more than one use type, the Director shall make an interpretation on the most relatively equivalent described use considering (1) the similarity of the use in terms of scale, impact and operations to other described uses; (2) the typical building formats and site designs associated with the use from existing examples; and (3) the potential contribution of the use and typical formats to the intent of the zoning district. Any use that may not be interpreted as relatively equivalent to a use described in this section or the use table are not anticipated by these regulations and may only be allowed by a text amendment.

COMMUNICATIONS AND UTILITIES

The Communications and Utilities category is for buildings, structures, or other physical ~~infrastructure~~ improvements that provide essential public services or support the communication / distribution of information.

Signs, Ancillary – Signs associated and supporting a principal or another accessory use located on the same property.

Signs, Principal Use - Signs that are not associated with another principal or accessory use located on the same property.

CHAPTER 17.10 SIGN STANDARDS

The proposed language in this section provides the physical parameters for ancillary and principal use signs. The primary focus in this chapter is the creation of Table 10-3: Principal Use Sign Allowances and associated standards related to sign type, lighting, and construction / maintenance. Additionally, the current reference to business messaging is recommended to be removed.

17.10.040 Sign Allowances

The following sign allowances apply to zoning districts or groups of zoning districts as the basic standard. Other restrictions in this section, or other regulations, may operate to further reduce the basic sign allowances within each zoning district.

A. Ancillary Signs. Signs supporting a principal or accessory use located on the same property are subject to the allowances in Table 10-2.

Table 10-2: Ancillary Sign Allowances

	Residential, Agriculture and REC Districts	***C-O, CO-A and C-1***	***C-2, C-3, M-1 and M-2***
Wall Signs	For permitted principal nonresidential or multi-family uses: • *Number* – 2 signs per facade • *Total Area Allowance* – 5% of facade area maximum • *Size* – 24 s.f. per sign maximum	• *Number* – 1 sign per tenant with exterior entrance (multi-tenant building); otherwise 3 signs per facade maximum • *Total Area Allowance* – 1.5 s.f. per each 1 linear foot of building frontage • *Size* – 32 s.f. per sign maximum	• *Number* – 2 signs per tenant with exterior entrance (multi-tenant building); otherwise 4 signs per facade maximum • *Total Area Allowance* – 10% of facade area maximum
Freestanding Signs	For permitted nonresidential uses, or any residential project over 5 acres: • *Number* – 1 monument sign per street frontage for nonresidential uses OR per entrance for residential projects over 5 acres • *Size* – 24 s.f. per sign maximum at the minimum of 10' from property line; additional 8 s.f. per each additional 10' setback, to maximum of 48 s.f. per sign • *Height* – Monument design required; 6' high maximum *Exception:* Any residential project more than 10 acres may allocate this allowance into multiple signs, 8 s.f. or less, provided it is part of a streetscape plan/public amenity program with signs integrated into streetscape structures in common areas at intersections throughout neighborhoods.	• *Number* – 1 sign per lot • *Size* – 25 s.f. per sign maximum • *Height* – Monument design required; 6' high maximum • *Setback* – 10' minimum setback from all right-of-way and lot lines	• *Number* – 1 sign per each 200' of street frontage; maximum of 3 signs per lot • *Separation* – At least 100' between signs • *Total Area Allowance* – 1 s.f. per each 2 linear feet of street frontage • *Size* – 25 s.f. per sign maximum at the minimum of 10' from property line; additional 10 s.f. per each additional 5' setback, to maximum of 65 s.f. per sign • *Height* – Monument design required; 6' high maximum; and an additional 2' in height for each additional 5' setback up to 15' maximum height • *Setback* – 10' minimum setback from all right-of-way and lot lines *Exception:* Signs within 1,000' of the interstate may be pole signs up to 75' high maximum, and up to 300 s.f., per sign maximum if used in lieu of one other wall or freestanding sign.
Temporary Signs	• *Freestanding*: ◦ *Total Area Allowance* – 1 s.f. per each 5 linear feet of street frontage ◦ *Size* – 9 s.f. per sign maximum; 24 s.f. for lots 5 acres or more ◦ *Height* – 6' high maximum ◦ *Separation* – At least 25' between signs	• *Freestanding*: ◦ *Total Area Allowance* – 1 s.f. per each 5 linear feet of street frontage ◦ *Size* – 32 s.f. per sign maximum ◦ *Height* – 6' high maximum within the right-of-way and within 10' of the right-of-way; if setback is greater than 10' from the right-of-way, an	

Table 10-2: Ancillary Sign Allowances

	Residential, Agriculture and REC Districts	*C-O, CO-A and C-1*	*C-2, C-3, M-1 and M-2*
	• *Wall*: ◦ *Number* – 2 signs per facade ◦ *Total Area Allowance* – 5% of facade area maximum ◦ *Size* – 8 s.f. per sign maximum • Total combined display time 90 days per calendar year per lot *Exemption from permit:* 4 s.f. per sign maximum, but still counts to total area allowance and must meet all other temporary standards.	additional 2' in height for each additional 5' setback up to 15' maximum height ◦ *Separation* – At least 70' between signs • *Wall*: ◦ *Number* – 2 signs per facade ◦ *Total Area Allowance* – 5% of facade area maximum ◦ *Size* – 32 s.f. per sign maximum • Total combined display time 90 days per calendar year per lot *Exemption from permit:* 4 s.f. per sign maximum, but still counts to total area allowance and must meet all other temporary standards. *Exception:* Temporary signs may exceed these limits if it is in place of any other permitted sign to allow for a new business during an interim period not to exceed 90 days, and subject to all other limits of the substituted sign type.	
Pedestrian Sign	For permitted nonresidential use: • *Number* – 1 sign per each public entrance • *Height* – 6' high maximum and within 30' of entrance if mounted on the ground • *Size* – 6 s.f. per sign maximum	• *Number and Size* – 1 sign per each public building entrance; 8 s.f. per sign maximum; and within 20 feet of entrance AND • *Number and Size* – 1 sign per each 25 linear feet of building frontage; 6 s.f. per sign maximum *Exemption:* Portable pedestrian signs or any pedestrian sign mounted on a building that projects into the right-of-way are exempt from right-of-way prohibition in C-1 district AND on any street designed to Activity Street specs per subdivision design standards. Portable pedestrian signs shall meet GMC 17.10.060(B).	
Internal Ground Sign	Not applicable	• *Number* – 1 sign per each 5,000 square feet of lot • *Size* – 4 s.f. per sign maximum; up to 12 s.f. per sign for lots or parcels over 5 acres and if set back at least 50' from public right-of-way or lot lines • *Height* – 3' high maximum; up to 5' high maximum for signs on lots or parcels over 5 acres and if set back at least 50' from the right-of-way or lot lines	

(Ord. 2584 § 1; Ord. 2518 § 2 (LDC § 10.04))

B. **Principal Use Signs.** Signs are a principal use of property when the sign is not considered to be ancillary to another principal or accessory use on the same property and are subject to the allowances in Table 10-3 and the standards listed below.

Table 10-3: Principal Use Sign Allowances

	Residential, Agriculture and REC Districts	*C-O, CO-A and C-1*	*C-2, C-3, M-1 and M-2*
Freestanding Signs	Not Allowed	Not Allowed	• *Location* – on parcels abutting the I-35 right-of-way only; not allowed adjacent to an I-35 on-ramp or off-ramp for the extended distance of 500 feet prior to the beginning of the deceleration lane or 500 feet beyond the end of the acceleration lane of I-35 on / off ramps • *Vehicular Access* – must be provided from the nearest public road right-of-way (other than I-35) and constructed with a dust free surface to a standard that accommodates emergency vehicle access to the sign location. • *Number* – maximum of 1 sign per parcel • *Separation* – o For non-electronic / digital / LED signs 600 feet of separation distance from any other principal use sign located on either side of I-35 as measured along the centerline of the I-35 right-of-way from a point opposite any edge of a principal use sign and perpendicular to the centerline of I-35 o For electronic / digital / LED signs 1000 feet of separation distance from any other principal use sign located on either side of I-35 as measured along the centerline of the I-35 right-of-way from a point opposite any edge of a principal use sign and perpendicular to the centerline of I-35 • *Total Area Allowance* – 750 total square feet of sign display area • *Size* – Height of sign face 15 feet or less; Width of sign face 50 feet or less • *Height* – Overall height 30 feet or less • *Setback* - 50 feet from the I-35 right-of-way; For non-electronic / digital / LED signs 500 feet from any residentially zoned property; For electronic / digital / LED signs 1000 feet from any residentially zoned property

Standards Applicable to Principal Use Signs (in addition to other sections of the Gardner Land Development Code)

1. Sign Type –
    a. Monument – subject to the standards identified in Section 17.10.060 A of the Gardner Land Development Code.
    b. Pole - subject to the standards identified in Section 17.10.060 F of the Gardner Land Development Code.
2. Lighting –
    a. No flashing, intermittent or moving lights

b. Direct / Indirect lighting sources shall be shielded in a manner that directs light to the sign face only, prevents the light source from being visible when looking at the sign and prevents glare.
c. Electronic / Digital / LED signs must display a static image for a minimum of 10 seconds between changes in display and no more than two seconds for transitions. No scrolling, flashing or animated transitions shall occur. Automatic dimming controls shall limit the illumination to no more than 500 nits at the sign surface at night or during low light times, and no more than 5,000 nits at the brightest daylight period.

3. Construction / Maintenance -
   a. An initial building / sign permit is required and plans provided with applications for permitting such sign shall be certified by a licensed engineer registered in the State of Kansas.
   b. Construction shall be in accordance with industry-wide standards and the adopted building regulations of the City of Gardner.
   c. Maintenance activities shall ensure that the sign is structurally sound and in good condition and that the property is maintained in compliance with the adopted regulations of the City of Gardner.
   d. Sign permits for such signs shall be renewed every 5 years though the filing of a sign permit renewal application and a certified inspection report provided by a licensed engineer registered in the State of Kansas verifying the sign is structurally sound and in good condition.
4. The sign shall be subject to meeting all other applicable state and federal regulations, including but not limited to the Kansas Highway Beautification Highway Advertising Control Act of 1972, K.S.A. 68-2231 *et seq.*, as amended, and the United States Highway Beautification Act of 1965, 23 U.S.C. 133, as amended. Each sign shall be permitted by the State of Kansas in accordance with K.S.A. 68-2236, as amended. In the event that an application for placement of a principal use sign is made prior to the applicant obtaining a permit from the State, any approval shall be conditioned upon the applicant subsequently obtaining a State permit.

17.10.050 Standards Applicable to All Signs

~~K. Any sign with a business message shall be located on the site of the business activity.~~

17.10.070 Planned Districts

Projects proposed and approved through the planned development process may propose a specific sign package. The sign package shall be based on the intent, types of signs, and standards of this chapter, but the City may approve deviations to these standards through the review process and criteria of planned development districts. Any planned development not proposed and approved with a sign plan noting specific deviations shall be subject to these standards. (Ord. 2518 § 2 (LDC § 10.07))

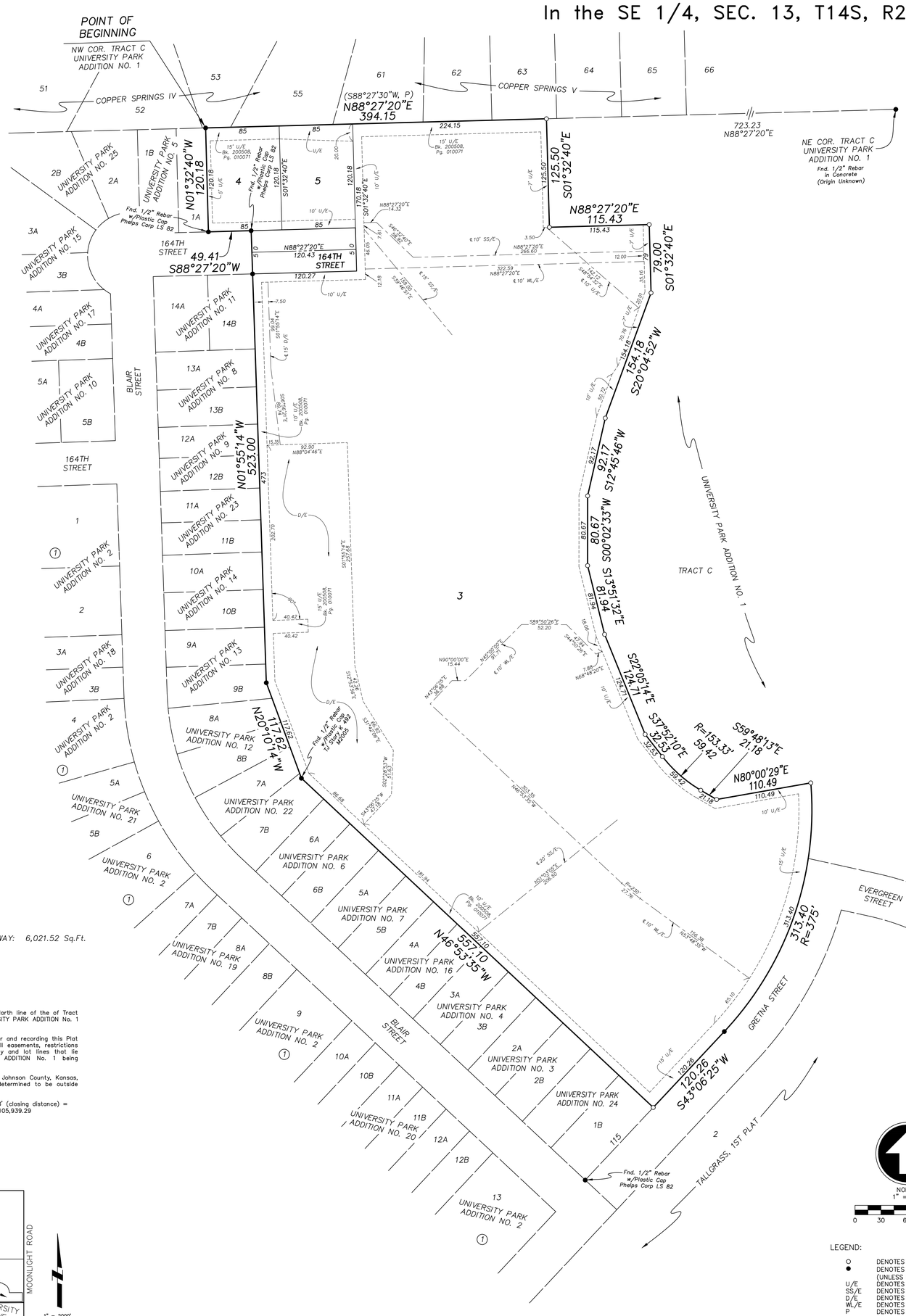
ACTION / RECOMMENDATION

Planning Commission shall conduct a public hearing, as published, per Section 17.03.110 in order to consider public comment related to the proposed text amendments. After closing the public hearing the Planning Commission shall discuss the proposed amendments and make a motion to recommend one of the following:

1. Approval of the proposed amendments as presented, or
2. Approval of the proposed amendments with modifications, or
3. Disapproval of the proposed amendments.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/02/21	completed	CTA

FINAL PLAT OF
TALLGRASS, 2ND PLAT
Replat of Part of Tract C UNIVERSITY PARK ADDITION NO. 1
In the SE 1/4, SEC. 13, T14S, R22E



This is a resurvey and replat of part of Tract C, UNIVERSITY PARK ADDITION NO. 1, a subdivision in the City of Gardner, Johnson County, Kansas, all being part of the SE 1/4 of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the East corner of UNIVERSITY PARK ADDITION NO. 24, said corner also being on the Northwesterly right–of–way line of Gretna Street, as platted; thence N 46°53'35" W, along the Northeast line of UNIVERSITY PARK ADDITION NO. 24, UNIVERSITY PARK ADDITION NO. 3, UNIVERSITY PARK ADDITION NO. 4, UNIVERSITY PARK ADDITION NO. 16, UNIVERSITY PARK ADDITION NO. 7, UNIVERSITY PARK ADDITION NO. 6 and UNIVERSITY PARK ADDITION NO. 22, all being subdivision's in the City of Gardner, Johnson County, Kansas, a distance of 557.10 feet to a corner on the Northeasterly line of said UNIVERSITY PARK ADDITION NO. 22; thence N 20°10'14" W, along the Northeasterly line of UNIVERSITY PARK ADDITION NO. 22, UNIVERSITY PARK ADDITION NO. 12 and UNIVERSITY PARK ADDITION NO. 13, all being subdivision's in the City of Gardner, Johnson County, Kansas, a distance of 117.62 feet to a corner on the Northeasterly line of said UNIVERSITY PARK ADDITION NO. 13; thence N 01°55'14" W, along the Easterly line of UNIVERSITY PARK ADDITION NO. 13, UNIVERSITY PARK ADDITION 14, UNIVERSITY PARK ADDITION NO. 23, UNIVERSITY PARK ADDITION NO. 9, UNIVERSITY PARK ADDITION NO. 8 and UNIVERSITY PARK ADDITION NO. 11, all being subdivision's in the City of Gardner, Johnson County, Kansas, and its extension thereof, a distance of 523.00 feet to a point on the North right–of–way line of 164th Street, as platted; thence S 88°27'20" W, along the North right–of–way line of said 164th Street, a distance of 49.41 feet to the Southeast corner of UNIVERSITY PARK ADDITION NO. 5, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 01°32'40" W, along the East line of said UNIVERSITY PARK ADDITION NO. 5, a distance of 120.18 feet to the Northeast corner of said UNIVERSITY PARK ADDITION NO. 5, said corner also being on the South line of Lot 53, COPPER SPRINGS IV, a subdivision in the City of Gardner, Johnson County, Kansas said point also being on the North line of the SE 1/4 of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas; thence N 88°27'20" E, along the North line of said Tract C, UNIVERSITY PARK ADDITION NO. 1 and along the South line of Lots 53 and 55, COPPER SPRINGS IV and Lots 61, 62 and 63, COPPER SPRINGS V, a subdivision in the City of Gardner, Johnson County, Kansas and also along the North line of said SE 1/4, a distance of 394.15 feet; thence S 01°32'40" E a distance of 125.50 feet; thence N 88°27'20" E a distance of 115.43 feet; thence S 01°32'40" E a distance of 79.00 feet; thence S 20°04'52" W a distance of 154.18 feet; thence S 12°45'46" W a distance of 92.17 feet; thence S 00°02'33" W a distance of 80.67 feet; thence S 13°51'32" E a distance of 81.94 feet; thence S 22°05'14" E a distance of 124.71 feet; thence S 37°52'10" E a distance of 32.53 feet; thence Southeasterly, on a curve to the left having an initial tangent bearing of S 37°35'52" E and a radius of 153.33 feet, for a distance of 59.42 feet; thence S 59°48'13" E a distance of 21.18 feet; thence N 80°00'29" E a distance of 110.49 feet; thence Southwesterly, along the Northwesterly right–of–way line of said Gretna Street and its extension thereof, on a curve to the right having an initial tangent bearing of S 04°46'38" E and a radius of 375.00 feet, for a distance of 313.40 feet; thence S 43°06'25" W, continuing along the Northwesterly right–of–way line of said Gretna Street, a distance of 120.26 feet Point of Beginning, containing 9.97815 acres, more or less.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "TALLGRASS, 2ND 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 of Gardner 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 of Gardner 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 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 of Gardner. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license is hereby dedicated to the City of Gardner to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, sewer pipes, manholes, etc., upon, over, and across those areas outlined and designated on this plat as "Sanitary Sewer Easement" or "SS/E".

An easement or license is hereby dedicated to the City of Gardner to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of water lines, fire hydrants, valves, etc., upon, over, and across those areas outlined and designated on this plat as "Water Line Easement" or "WL/E".

The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Johnson County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and 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 the unpaid special assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated public way or thoroughfare.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this_____day of_____, 2021.

TALLGRASS APARTMENTS, LLC

_____
TODD BLEAKLEY, Member

STATE OF_____KANSAS)
) SS
COUNTY OF_____JOHNSON)

BE IT REMEMBERED, that on on this_____day of_____, 2021, before me a Notary Public in and for said County and State, came TODD BLEAKLEY, Member of TALLGRASS APARTMENTS, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation, and he duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

_____ My Appointment Expires: _____
Notary Public

APPROVED by the Planning Commission of the City of Gardner, Kansas,
on this_____day of_____, 2021.

By_____
SCOTT BODEN, Chair

APPROVED by the Governing Body of the City of Gardner, Kansas,
on this_____day of_____, 2021.

By_____ ATTEST_____
STEVE SHUTE, Mayor SHARON ROSE, City Clerk

I hereby certify that on January 20, 2021, I or someone under my direct supervision completed a field survey of the above described tract of land and this is an accurate and true plat of said survey. on this_____day of_____, 2021.

_____
Gerald L. Conn
Kansas P.S. No. 1128

LOT AREAS

LOT 3	408,196.1 Sq.Ft.
LOT 4	10,215.3 Sq.Ft.
LOT 5	10,215.3 Sq.Ft.
TOTAL	428,626.7 Sq.Ft.
RESIDENTIAL STREET RIGHT–OF–WAY:	6,021.52 Sq.Ft.

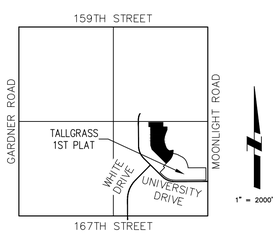
NOTES:

The basis for bearings on this plat is the North line of the of Tract C as established by a previous plat UNIVERSITY PARK ADDITION No. 1 Book 200508, Page 010071.

In approving this Plat by the City of Gardner and recording this Plat with the Office of the Register of Deeds, all easements, restrictions and covenants, building lines, rights–of–way and lot lines that lie within those parts of UNIVERSITY PARK ADDITION No. 1 being replatted, are hereby now vacated.

According to F.I.R.M. Map No. 20091C0105G Johnson County, Kansas, dated August 3, 2009 this entire site is determined to be outside the 100–year floodplain.

3,272.357' (plat boundary distance) / 0.0308' (closing distance) = unadjusted error of closure 1 in 105,939.29



LOCATION MAP
SEC. 13, T14S, R22E

NORTH
1" = 60'
0 30 60 120

LEGEND:

○	DENOTES 1/2" REBAR SET w/P&B PLASTIC CAP CLS–49
●	DENOTES 1/2" REBAR FOUND w/P&B PLASTIC CAP CLS–49 (UNLESS NOTED)
U/E	DENOTES UTILITY EASEMENT
SS/E	DENOTES SANITARY SEWER EASEMENT
D/E	DENOTES DRAINAGE EASEMENT
WL/E	DENOTES WATERLINE EASEMENT
P	DENOTES PLATTED

Prepared By: Payne & Brockway Engineers, P.A.
P. O. Box 128
Olathe, Kansas 66051
913–782–4800

Developed By: Tallgrass Apartments, LLC
c/o Todd Bleakley, Member
1074 W Santa Fe Street
Olathe, Kansas 66061
913–393–1555

Date Prepared: August 2, 2021

TITLE INFORMATION FURNISHED BY
THOMSON–AFFINITY TITLE INSURANCE COMPANY
COMMITMENT No.'s 221272/221274
DATED MARCH 8, 2019/AUGUST 22, 2019

TALLGRASS
2ND PLAT
SEC. 13, T14S, R22E
JOHNSON COUNTY, KANSAS

Payne & Brockway P.A.
Civil Engineers & Land Surveyors
426 South Kansas Ave. Olathe, Kansas 66061
Ph: 913.782.4800 Fax: 913.782.0907
www.Payne-Brockway.com

21–0002–PLT.dwg

EXCERPT OF MEETING MINUTES FOR FP-21-06

PLANNING COMMISSION MEETING
City of Gardner, Kansas
Council Chambers
September 27, 2021
7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:00 p.m. on Monday, September 27, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Chairman Boden
Commissioner Ham
Commissioner Meder- Absent
Commissioner McNeer
Commissioner Jueneman
Commissioner Cooper
Commissioner Hansen

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

CONSENT AGENDA

1. Approval of the minutes as written for the meeting on August 23, 2021.

Motion made by Commissioner McNeer to approve the minutes, seconded by Commissioner Jueneman passed 6-0.

REGULAR AGENDA

1. **Tallgrass, 2nd Phase**
   a. **Final Plat**
   b. **Final Development Plan**

STAFF PRESENTATION

Mr. Case, Principal Planner presented the information in staff report for Tallgrass Final Plat 2nd Plat. The original development was approved in 2013 and the current plat consists of 3 lots. The final plat is consistent with the preliminary plat and the Land Development Code and consistent with the established goals and policies of the City. No adjustments or deviations are requested with this plat. Staff recommends approval of the final plat for Tallgrass 2nd plat with the conditions outlined in the recommended motion.

COMMISSION DISCUSSION

No Discussion.

Motion made after review of application FP-21-06, a final plat for Tallgrass, 2nd Plat, tax Id CP94500000 0T0C, and staff report dated September 27, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Prior to the issuance of a building permit, the application shall obtain approval from the Johnson County Board of Commissioners.**
2. **Prior to the Mayor signing an approved recordable plat, the applicable excise tax shall be paid to the City.**
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 forwards the recommendation for approval to the Governing Body.

Motion made by Commissioner McNeer and seconded by Commissioner Ham.

Motion passed 6-0-1 (Absent)