



# AGENDA

## GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas  
Monday, April 1, 2024, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on April 1, 2024 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov).

\*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 April as Autism Awareness Month in the City of Gardner
2. Proclaim April as Fair Housing Month in the City of Gardner

### 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 special event

### 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 March 18, 2024.
2. Standing approval of City expenditures prepared March 14, 2024 in the amount of \$247,896.00; March 19, 2024 in the amount of \$85,975.00; March 21, 2024 in the amount of \$484,982.48; and March 22, 2024 in the amount of \$61,556.91.
3. Consider authorizing the City Administrator to execute an agreement with Tyler Technologies, Inc. for municipal court credit card processing services for online and point of sale credit card transactions.

### PLANNING & ZONING CONSENT AGENDA

None

### COMMITTEE RECOMMENDATIONS

None

### OLD BUSINESS

1. Consider adopting an ordinance approving a rezoning County RUR (Rural) District to A (Agriculture) District; for potential animal care facility located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).
2. Consider adopting an ordinance approving a conditional use permit for an animal care facility located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).

### NEW BUSINESS

1. Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church, or library during an event at Crown Realty

**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**, Autism Spectrum Disorder (ASD) is a complex neurological and developmental disorder; it can affect each person differently, resulting in unique strengths and weaknesses; and,

**WHEREAS**, autism is the third most common developmental disability, affecting more than 5.4 million individuals nationwide, often accompanied by medical conditions that impact quality of life; and,

**WHEREAS**, as more health professionals become proficient in diagnosing autism, more children are being diagnosed on the autism spectrum, resulting in rates as high as 1 in 36 children nationally, and,

**WHEREAS**, autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background; and,

**WHEREAS**, a comprehensive, collaborative approach will help to advance research, providing a better understanding of the many forms of autism, while strengthening advocacy efforts and ensuring access to services and resources through the life span; and,

**WHEREAS**, early diagnosis and intervention tailored to individual needs can have life-long benefits, easing the transition to adulthood and fostering greater independence; and,

**WHEREAS**, each person and family affected by autism should have access to reliable information, support, and opportunities to live up to their greatest potential.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim April 2024 as

## **Autism Acceptance Month**

in Gardner, Kansas, to increase understanding and acceptance of people with autism spectrum disorder, and to address the diverse needs of individuals and families affected by autism.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 1st day of April 2024.

CITY OF GARDNER, KANSAS

\_\_\_\_\_  
Todd Winters, Mayor

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

(SEAL)

# PROCLAMATION

**WHEREAS**, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS**, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

**WHEREAS**, the City of Gardner is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

**WHEREAS**, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

**WHEREAS**, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

**WHEREAS**, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim the month of April 2024 as

## Fair Housing Month

in the City of Gardner, Kansas as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the City of Gardner.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 1st day of April 2024.

CITY OF GARDNER, KANSAS

\_\_\_\_\_  
Todd Winters, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

## COUNCIL ACTION FORM

## PUBLIC HEARING ITEM NO. 1

**MEETING DATE:** APRIL 1, 2024

**STAFF CONTACT:** RENEE RICH, CITY CLERK

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**Agenda Item:** 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 special event

**Strategic Priority:** Quality of Life

**Department:** Administration

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### **Background/Description of Item:**

Christy Flyntz, White Tail Run Winery, LLC, has applied for a Temporary Use Permit and is requesting a Waiver of the Distance Limitation for an area to sell alcoholic liquor for consumption on premise during a special event hosted at Crown Realty, 202 E. Main St. (see attached map) on April 6, 2024.

Alcohol will be served within the building and unopened wine bottles will be taken home. The hours of operation for the event will be from 5:00 pm to 9:00 pm on April 6, 2024.

Since the location of the proposed event is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a permit for a special event by the City Council.

This waiver and permit, if approved, will be for April 6, 2024 only with the following restrictions:

- The location as shown on the map as provided.
- Hours of operation for the event: 5:00 pm to 9:00 pm.

### **Attachments:**

- Map showing 200 feet around Crown Realty

### **Suggested Motion:**

Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a special event on April 6, 2024 at Crown Realty, 202 E. Main St.



## RECORD OF PROCEEDINGS OF THE GOVERNING BODY CITY OF GARDNER, KANSAS

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March 18, 2024

The City Council of the City of Gardner, Kansas met in regular session on March 18, 2024, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve Shute and Steve McNeer. City staff present were City Administrator Jim Pruetting; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

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

### **PLEDGE OF ALLEGIANCE**

Mayor Winters led those present in the Pledge of Allegiance.

### **PRESENTATIONS**

#### **1. Proclaim March 29, 2024, Vietnam War Veterans Day**

Mayor Winters read into record a proclamation that March 29, 2024, be known as Vietnam War Veterans Day in the City of Gardner.

#### **2. Proclaim March 25-29, 2024, First Responder Wellness Week**

Mayor Winters read into record a proclamation that March 25-29, 2024, be known as First Responder Wellness Week in the City of Gardner.

#### **3. Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting**

Mayor Winters presented the GFOA Certificate to members of the Finance Department. This certificate of achievement for excellence in financial reporting for the annual comprehensive financial reports for the fiscal year ending December 31, 2022. This is the highest form of recognition in governmental accounting and financial reporting and its attainment represents a significant accomplishment by government and its management. This is the nineteenth consecutive year the department has received this distinguished award. The Government Finance Officers Association advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve.

#### **4. Presentation of the 2023 End of the Year Financial Report**

Finance Director Matt Wolff presented the end of year report. These numbers are unaudited. Audited numbers will be ready in June.

This report compares 2023 actual performance versus the 2023 revised budget. When we refer to the 2023 estimate, it refers to the revised 2023 budget. In the General Fund, revenues were unfavorable to estimate by 2% or \$365,000. Expenditures were favorable to estimate by 3.1% or \$592,000. The ending fund balance decreased from 54% of expenditures in 2022 to 45% in 2023.

Sales tax collections did not meet expectations in 2023. Historically we've used very conservative revenue projections. For 2020 through 2022, the city sales and use tax collections greatly outperformed expectations leading to growth in General Fund balance. We slightly increased our revenue assumptions in 2023 because of a strong three-year growth trend from the preceding years. Unfortunately, that's the year the sales and use tax plateaued. The building permit revenues started very slow in 2023, but picked up in the third and fourth quarters and outperformed the budget by nearly 15%. Investment earnings outperformed the budget by 29%. Miscellaneous revenue surpassed expectation by nearly 17.5% or \$200,000, primarily from funding agreement deposits from developers. On the expenditure side, we had a favorable variance of 3.1% or \$592,000. Administration was unfavorable by \$24,000. Finance was favorable by \$68,000. Community Development was favorable by \$65,000 and Police had the largest variance which was favorable by \$492,000. Public Works had a favorable variance of \$153,000 and Parks and Recreation had an unfavorable variance of \$163,000. Across the board, most of the budget's savings were primarily due to vacancies. The unfavorable variance in parks and recreation was due to increasing wages for lifeguards and the Gardner Aquatic Center repairs to the pool and equipment. Please note, that pool revenues were favorable to budget by about \$54,000 which helped offset the increase in wages. The majority of the unfavorable variants and expenditures were due to one-time expenditures.

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In 2022 and 2023, we had included one-time large transfers to Capital Improvement Reserve for capital projects. This was an intentional plan to spend down the General Fund balance over time. The transfer in 2022 was for the 167<sup>th</sup> Street corridor preliminary and final design on parts of the corridor. We have spent about \$524,000 so far on this project and the remaining \$476,000 is still in CIP reserve. The \$925,000 transfer to the capital improvement reserve in 2023 was to help fund playground improvements. \$595,000 has been spent so far. This paid for the inclusive playground improvements at Veterans Park. The Winwood Park Playground Replacement Project is scheduled to start in 2024 and would use the remaining \$330,000 left from the original transfer. Any additional funding needed would come from park impact fees from Park Improvement Fund. The Stone Creek Project is scheduled for 2026 and would be dependent on the availability of park impact fees to help fund the project. 2023 expenditures also included about \$250,000 in additional capital spending that went to covering increased costs of police vehicles, a new server storage array, data domain equipment, and a tractor/boom mower for Public Works.

The increase in spending between 2023 and 2022 can primarily be attributed to personnel expenditures. The City's health insurance premiums went up 70% for the plan year from July 2023 to June 2024. This had a significant impact in the second half of 2023. 2023 also included several new positions and reflected the first full year of the new step system for sworn officers.

In 2023, there was planned budgeted shortfall of \$670,000. That was part of our intentional plan to spend down fund balance over time. We ended up with a budget shortfall of \$443,000. The General Fund ending balance is approximately \$225,000 higher than we originally expected.

The Electric Fund revenues are favorable by \$1.1M or 6%. The expenses were favorable by \$3.6M or about 15.7%. Ending fund balance increased from 53% in 2022 to 68% in 2023. If we break down the expenses, the variance is mostly due to insurance which was \$500,000 more expensive than expected. The electric wholesale purchases were about \$1.2M of the variance. Commodities were \$300,000 of the variance and capital expenses were \$5.6M. The commodities were unfavorable due to increasing cost of materials and components. Also, electric purchases have fluctuated over the past four years. In 2023, we had about \$9.6M budgeted for this line item and it came in at \$10.8M. The large variance in capital expenses is primarily due to construction contracts for the new Utilities building and Substation 4 shifting years. Overall, revenues and expenses have decreased dramatically over time from 2021 to 2023. In the electric utility, this is primarily due to the cost of wholesale electric power. Even though the cost exceeded expectations in 2023, the cost was markedly lower than prior years. In 2021 the cost was \$20M, 2021 was \$15.4M and then 2023 dropped to \$10.8M. 2023 had a small budget surplus of about \$500,000. This is primarily due to the planned capital projects moving years. We had planned for a budget shortfall of about \$4.2M in Electric Fund that was expected due to utilizing cash for capital projects. Utilities building and Substation 4 have gone up considerably in cost. We are now considering debt financing for these projects. This has led to the Electric Fund temporarily keeping its large fund balance. Planned capital projects and future debt services will lower this fund balance over time.

In the Water Fund, the revenue unfavorable variance is due to the new water intake structure project shifting from 2023 to 2024. The budget assumed we'd start this project in 2023 and would issue debt in the amount of \$3.5M to fund the project. Since that project shifted years, both the expenses and revenues shifted. Other Capital projects that shifted included the new Utilities Building and the design of a new water transmission line. Expenses were higher in 2021 and 2022 than 2023 due to a payment to Waterone for the extension of infrastructure to Prairie Trace. In 2022, the revenues exceeded expenses because we had the \$1.4M bond issues and those proceeds went to reimburse the cost for the prior year expenses for Prairie Trace. In 2023, revenues came in about \$7,000 below expenses, so the fund balance and the Water Fund remain strong. It basically stayed at \$3.8M. This is kind of inflated because we were planning to spend it down to \$1.3M but several capital projects shifted years. We expect this fund balance to decrease over time as we do those capital projects and pay debt service.

In the Wastewater Fund, we had some pretty larges variances. On the revenue side, it was about \$1.6M, that was an unfavorable variance. Expenses were about \$7.2M favorable. The revenue of unfavorable variance is due to

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the Winwood Park Relief Sewer Project shifting from 2023 to 2024. The budget assumed the construction contract would be executed in 2023 and we would issue debt in the amount of \$2.7M to fund the project, helping offset this delay in revenue. We had system development fee collections come in at \$1.1M, far exceeding the budget estimate of \$447,000. This was due to strong development activity in the 3<sup>rd</sup> and 4<sup>th</sup> quarters. We exclude the delay in debt proceeds from consideration, there was strong revenue performance in the wastewater utility. The favorable variance in expenses is primarily due to capital projects shifting years. This includes the Winwood Park Relief Sewer Project, Utilities Building, and we've only incurred about 1/3 of the preconstruction costs for the Kill Creek Expansion so far. We had expected more in 2023 since shifting years and we had a bunch of smaller projects that also shifted. Essentially, the capital projects made up about \$6.5M of the budget variance. We did have about \$450,000 variance in contractual services. This was primarily due to I&I maintenance projects. There was no major one occurring in 2023.

In 2021, expenses were higher than revenues primarily due to the timing issue of Prairie Trace Sewer Project. We incurred costs in 2021 but waited until 2022 to issue debt. We then reimbursed the Wastewater Fund with bond proceeds. The influx of \$3.3M in bond proceeds and the sale of our right to use assets in Edgerton's Big Bull Creek led to a large spike in revenues in 2022. In 2023, revenues exceeded expenses by \$286,000. Similar to the other two utility funds, we had a plan to spend down the Wastewater Fund. We're planning to use cash to fund some other projects outright then temporarily fund designs for large construction projects. Since these project costs shifted years, we still have a pretty large fund balance in Wastewater we expect to be spent down over time primarily due to future debt services and capital projects. We have also built up some fund balance in other capital projects funds. In the Capital Improvement Reserve, we have about \$1.2M. This is primarily related to the 167<sup>th</sup> Street project and the playground improvements. In the Park Improvement Fund we have about \$367,000. Special Parks and Recreation Fund about \$187,000 and State Improvement, we have about \$2.1M that's from our excise tax. Economic Development has about \$409,000. The General Fund balance is about our 40% target at 45%, so from a budget perspective, we are where we expected to be. We are spending down our fund balances as intended, the revenues were disappointing in 2023 as they came in lower than 2022. Sales tax, court revenues and franchise taxes all came in under expectations and those are recurring revenues. We had strong performance in development related and interest earnings but those are not very reliable. We are struggling a bit on recurring revenues and the one-time revenues are doing well. The Electric Fund balance is strong at 68%, Water is strong at 48%, Wastewater Fund balance is strong at 129%, but each of those utilities has a large fund balance mostly due to the timing of capital projects and we intentional built them up over time in order to absorb all the capital projects we know are programmed in the 5 year CIP. Overall, the fiscal condition of the city is sound. The budget calendar includes April 15<sup>th</sup> for outside Agency Requests and CIP; June 15<sup>th</sup> we'll know the calculation for the revenue neutral rate; June 17<sup>th</sup> will be the first major budget presentation; July 1<sup>st</sup> we will have another budget presentation focused on the mill rate in the RNR and from there the budget adoption process will vary based on our decision.

Councilmember Shute said he appreciates the thoroughness of the presentation with detailed numbers and the award-winning finance staff is doing their work. We are seeing a lot of deferral of projects, due to the availability of debt financing. We were going to do this in cash, but now we're going to move to debt, is this because of the market and the way the market is starting to look in terms of financing? Wolff said it is partially due to debt financing and some turnover in staffing. Some projects take longer than expected as we do the design work. Often they are budgeted with placeholders spread over a year or two. Some of the large capital projects can take three years or even longer. Shute then asked the decision to pivot from cash to debt. Wolff said some of the projects have gone up considerably in cost. We are updating the five year CIP and going to model and update forecasts to see how everything looks. A good example is we had a very preliminary estimate on substation 4 about \$5M or \$6M, but now it will be closer to \$15M so we won't have the cash to do that. Wolff said they are looking at what makes more sense and more importantly making sure that useful life of the asset is matched up with the debt term. We also look at it from a fairness perspective, if the useful life of the asset is 20 or 30 years, it doesn't make sense for all current tax payers to pay it.



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Councilmember Shute asked about future pressures on the budget moving forward primarily with health insurance. Administrator Pruetting said he will discuss during council updates. We will discuss in a work session on April 1.

Councilmember McNeer thanked Finance for the complete report. Councilmember Deaton asked about the sales tax revenue going down and wanted to know if it is related to food tax going away? Wolff said it is a combination of a lot of factors. We had incredible sales tax collections in prior years. We got a boom from the pandemic due to more people shopping locally. After everything opened back up, people started shopping in the neighboring cities again. There might be some uncertainty in the economy. The sales tax in general has been going down in multiple jurisdictions, it just happened a little quicker than we expected.

**PUBLIC HEARINGS**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

1. **Standing approval of the minutes as written for the regular meeting on March 4, 2024.**
2. **Standing approval of City expenditures prepared February 29, 2024 in the amount of \$1,754,357.84; and March 7, 2024 in the amount of \$529,068.60.**
3. **Consider authorizing the execution of a contract with INCO USA, LLC to construct the Santa Fe Sidewalk Project.**
4. **Consider authorizing the purchase of a vehicle through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated additional equipment under the City's Vehicle and Equipment Replacement Policy.**
5. **Consider the removal of Mark Grant from the Utility Advisory Commission.**
6. **Consider authorizing the purchase of labor, materials and equipment for outfitting of 2 Ford F-150 Police Responders and 3 Ford Utility Police Interceptors from Ka-Comm, Stalker, Sign Here, Turn Key Mobile, County Toppers, and GT Distributors.**
7. **Consider authorizing the execution of an agreement with the Board of County Commissioners of Johnson County, Kansas to administer the Stormwater Best Management Practice (BMP) Cost-Share Program in the City of Gardner.**

Councilmember McNeer made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

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

**PLANNING & ZONING CONSENT AGENDA**

None

**COMMITTEE RECOMMENDATIONS**

None

**NEW BUSINESS**

1. **Consider a recommendation to move forward with Phase II of the Progressive Design-Build Services for the City of Gardner Utilities Line Maintenance Building project WW8002.**

Jeff LeMire discussed the Utilities Maintenance Building project. The Line Maintenance department really needs a new facility. Originally, they were located in the Public Works department and when the Utilities department was created, they moved under the new department. Since then, the line maintenance department has doubled in

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size, equipment and tools they use on a daily basis. In 2018, a construction trailer was purchased for them to move into and out of the shared garage with Streets. In 2020, the city entered a conceptual planning process with GBA which led to a 2023 design build contract with Loyd Builders. The Utilities Department and design team's goal is to create a site in which all these maintenance staff can be located with goals of improving safety and flexibility of the building and site. Also allowing different phasing options to occur with expandability.

The rendering shown by the design team includes garages for line maintenance storage and offices for staff. It also shows garage space to house large vehicles and equipment as well as parts storage. There is a show-up room which will also act as the lunchroom. There are locker rooms, showers, bathrooms, office space, conference rooms and space for future growth. Option 1 is approximately \$3.6M.

Option 2 is for Line Maintenance, Administration and Electric distribution to all move to one site. There are four garages for line maintenance and an administration office portion. There is also a section for electric facilities. There is an additional space for storage for vehicles, equipment and parts. This also includes the show-up room, electric utilities manager office and an electric meeting room. This would be an additional steel building added on to the other two. There is a dry detention basin and the long driveway which is the current driveway access to the electric facility. Currently, any public person, anyone coming for a meeting and all staff enters there to go into the existing building. The idea is the new plan creates a loop for driving all of the trucks in and out. Currently, they have to back in and out of the garage every day which is dangerous. This plan creates a loop and the garages allow for pull through. The parking lot is then broken up into two sections allowing staff to go into doors closest to their section of the facility. The only common room would be the locker area.

Option 2 is \$4.6M. Option 2 just basically adds a steel building and concrete slab as well as making a connection to the proposed driveway. Option 1 could be reduced by cutting out the electric side of the parking lot, but only cuts off about \$65,000. All utilities are being designed for the whole future site. The existing facility could be used as an alternative facility or the city could entertain selling the property. Future possible use could be taken over by Parks and Recreation.

Shute likes the idea of Parks and Recreation taking over the building and opening up the current building downtown, as that would be huge for downtown development. Option 2 makes more sense. Present value of construction makes sense now instead of having higher costs down the road to add on. It would be cheaper to finance it all together rather than waiting to get the work done. Administrator Pruetting said we did have an inquiry in the last few days about that property and its potential availability for retail development to combine with the neighboring property which is 5 acres. Mayor Winters said there would be a use for the current property.

Councilmember McNeer asked if there is a need to build larger than what we currently need? LeMire says they have projected for adding another team within the next 15-20 years. McNeer asks which of the options serves the departments best? LeMire says option 2. Currently the departments are split and housing equipment in different locations causing more driving to get to equipment. McNeer agrees with Shute, if we do option 1, then in 10 years, we have to add on because we have grown, they would rather spend the money now to be prepared for the future.

The Design Engineer and Architect estimate a 7-8% increase each year in construction costs, which does not include another mobilization fee. McNeer said costs for substation 4 tripled in a year, so that is something to take into consideration.

Councilmember Baldwin doesn't think the drawings take enough growth into consideration. LeMire said option 2 still allows room for 2 additional bays to the west side of the building and a drive lane around the side of the building. Baldwin says the staff area may need to be added onto to allow for staff growth.

Councilmember Deaton asked how full the building would be today with staff. LeMire said there are 15 additional cubicles included in this facility. Baldwin asks if we would need additional space for staff in 15 years. Gonz says a 4<sup>th</sup> substation would add one more person. Distribution would be the area that may need more people. LeMire said the additional three-man crew were already accounted for.

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Councilmember Shute made a motion to Authorize the City to move forward with negotiating the Progressive Design-Build Phase II Contract with Loyd Builders, Inc. for the City of Gardner Utilities Line Maintenance Building project WW8002 with Option 2.

Councilmember Deaton Seconded.

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

#### **2. Authorize the city administrator to execute a contract to purchase the property at 104 E. Main St. (Security 1<sup>st</sup> Title building) and close on the property in accordance with the terms of the contract.**

City Administrator Jim Pruetting said this is for purchase of the Security 1<sup>st</sup> Title Building, west of City Hall, which is right next door to the property that was authorized at the last meeting. Acquisition of these properties is consistent with the Gardner Destination Downtown Plan and the vision for new development in public open space in the downtown area. The contract provides the current owner up to two years to vacate and close on the property. He has indicated a desire to build a new facility in Gardner.

Councilmember Deaton made a motion to Authorize the city administrator to execute the contract to purchase the property at 104 E. Main St. and close on the property in accordance with the terms of the contract.

Councilmember McNeer Seconded.

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

### **COUNCIL UPDATES**

Director Headlee has had several inquiries for city wide clean up. The response has been that program costs have escalated over the last few years and it is non-budgeted. Council is good with this response.

Councilmember Shute suggests the idea of providing a list to residents of places that pick up bulk. Wiehn said there had been discussion of doing a central recycling or dumpster. Shute says the problem could be those that put trash in. Kellen said there is one other Johnson County city that does a dumpster weekend that residents pay per carload and we could look into those details. Mayor Winters said a small cost involved may be ok. Shute said taking an item to Ottawa costs gas, time and a dump fee. Mayor asks about looking into the feasibility of providing a dumpster. McNeer said that it may be something worth looking into. Deaton wants to be sure that no one thinks that we will do this, we just want to look into what the costs would be.

Community Development Knopick said Planning Commission meeting is scheduled next Monday. Today we swore in our newest member.

Parks and Recreation Director Bruce said the headliner video was released for Independence Day. We are excited to have Morgan Evans as our headliner. He guarantees this will be the best firework show in Johnson County.

Finance Director Wolff wants to thank Fiscal Services Manager Nancy Torneden as she led the process on the audit and was not able to be here tonight.

Chief Waldeck advised we had a new officer start today and started a new hiring campaign on social media last week. Mayor Winters asked how we are doing with staffing. Waldeck said with the two new positions from last year, we are still down six positions.

Administrator Pruetting advised we got an \$850,000 appropriation from Congress this year. The president signed the Transportation Housing and Urban Development Bill so we're up over \$4M in appropriations over the last two years. Thank you to our lobbyists and Sharice David's office. This will go a long way on the east side of the highway getting our wastewater infrastructure done. We did get on KDOT's pipeline for the 175<sup>th</sup> bridge which is a critical need for us to advance access to the property east of McDonald's. We need to set up a work session on

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April 1<sup>st</sup>. Our consultant is ready to do the presentation. We will have this meeting at 6 pm on April 1<sup>st</sup> before the Council Meeting.

Councilmember McNeer thanks Jeff LeMire for a thorough presentation.

Councilmember Deaton asks how we are coming along with lifeguards? When are we going to be filling the pool? Parks and Recreation Director Bruce said lifeguard applications came in higher than we've seen since covid, so now it's just keeping them through the season. We did fill the new side and so far, so good. We are very pleased with the number of applications.

**EXECUTIVE SESSION**

**ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember McNeer the meeting adjourned at 8:03 pm.

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City Clerk

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED						
10779459		000809	00	03/14/2024	001-1150-411.31-15	OFF-SITE STORAGE	1,815.78	
						VENDOR TOTAL *	1,815.78	
0005345	00	ACE IMAGEWEAR						
1371866		000808	00	03/14/2024	605-3116-431.31-15	RAG SERVICE	EFT:	55.00
						VENDOR TOTAL *	.00	55.00
0000566	00	AMERICAN TOPSOIL, INC.						
139621		000805	00	03/14/2024	001-3120-431.52-08	6 CY PULV	EFT:	222.00
						VENDOR TOTAL *	.00	222.00
0001986	00	ANIXTER, INC.						
5866192-01		PI0120 008516	00	03/06/2024	501-4130-441.52-31	ROUND BRKWY BURIAL POLE	EFT:	10,856.31
						VENDOR TOTAL *	.00	10,856.31
0003307	00	ASC PUMPING EQUIPMENT- KANSAS						
INV005922		000803	00	03/14/2024	001-6130-461.31-15	PUMP REPAIRS	EFT:	200.00
						VENDOR TOTAL *	.00	200.00
0005222	00	BOELTE-HALL, LLC						
23-55796		000810	00	03/14/2024	001-1120-411.47-02	2023/2024 WINTER NEWSLTR	EFT:	1,825.07
						VENDOR TOTAL *	.00	1,825.07
0003373	00	BORJAS, REUBEN						
2024 KRWA CONF		000804	00	03/14/2024	521-4230-442.46-01	PER DIEM	147.50	
						VENDOR TOTAL *	147.50	
0005293	00	BRIGHTSPEED						
313680665	0324	000807	00	03/14/2024	001-6110-461.40-03	CELEBRATION PARK PHONE	EFT:	76.61
						VENDOR TOTAL *	.00	76.61
0001834	00	C & C GROUP						
63219		000803	00	03/14/2024	603-3150-431.43-01	GENERATOR SERVICES AGRMNT	EFT:	2,407.50
						VENDOR TOTAL *	.00	2,407.50
0002321	00	CES						
OLA/070846		000811	00	03/14/2024	531-4320-443.52-12	LOCK NUTS & CORD GRIPS	EFT:	131.78
						VENDOR TOTAL *	.00	131.78
0099999	00	CHLOE ELISE MOSBY						
74900		000803	00	03/14/2024	001-0000-228.30-00	BOND REFUND	225.00	
						VENDOR TOTAL *	225.00	
0000429	00	CINTAS FIRE PROTECTION						
8406711391		000781	00	03/14/2024	501-4110-441.31-15	FIRST AID CABINET SERVICE	EFT:	27.59
8406711391		000782	00	03/14/2024	501-4130-441.31-15	FIRST AID CABINET SERVICE	EFT:	91.84
8406711391		000783	00	03/14/2024	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	208.34
8406711391		000785	00	03/14/2024	531-4320-443.31-15	FIRST AID CABINET SERVICE	EFT:	189.98
8406711391		000784	00	03/14/2024	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	208.35

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000429	00	CINTAS FIRE PROTECTION						
						VENDOR TOTAL *	.00	726.10
0004767 2024 KRWA	00 CONF	CLARK, MARILYN 000804	00	03/14/2024	501-4110-441.46-01	PER DIEM	147.50	
						VENDOR TOTAL *	147.50	
0001201 48874-1	00	COMMERCIAL AQUATIC SERVICES, INC 000805	00	03/14/2024	001-6130-461.52-01	GASKET	EFT:	13.90
						VENDOR TOTAL *	.00	13.90
0005414 1547	00	CUSTOM METAL AND FABRICATION 000786	00	03/14/2024	501-4120-441.52-12	METAL PIECES - SUBSTATION	EFT:	153.36
						VENDOR TOTAL *	.00	153.36
0001557 214505 214504	00	DATCO, INC 000805 000805	00	03/14/2024 03/14/2024	001-2110-421.53-02 001-2120-421.53-02	EMBROIDERY ON SHIRTS UNIFORMS	50.00 54.00	
						VENDOR TOTAL *	104.00	
0002336 02232024 03022024 03072024	00	DAVIS, PHIL 000814 000814 000814	00	03/14/2024 03/14/2024 03/14/2024	001-6110-461.54-51 001-6110-461.54-51 001-6110-461.54-51	DJ SERVICES DJ SERVICES DJ SERVICES	250.00 375.00 250.00	
						VENDOR TOTAL *	875.00	
0001762 INV128322	00	DREXEL TECHNOLOGIES INC 000803	00	03/14/2024	401-6120-461.62-23	JOB POSTING	EFT:	53.00
						VENDOR TOTAL *	.00	53.00
0005211 01213563 01213562 01213563 01213563	00	EASY ICE, LLC 000803 000787 000803 000803	00	03/14/2024 03/14/2024 03/14/2024 03/14/2024	001-3120-431.44-02 501-4130-441.44-02 521-4230-442.44-02 531-4330-443.44-02	ICE MACHINE RENTAL ICE MACHINE RENTAL ICE MACHINE RENTAL ICE MACHINE RENTAL	EFT: EFT: EFT: EFT:	34.34 146.70 34.35 34.35
						VENDOR TOTAL *	.00	249.74
0003946 2024 KRWA	00 CONF	ELMORE, LISA 000804	00	03/14/2024	521-4220-442.46-01	PER DIEM	147.50	
						VENDOR TOTAL *	147.50	
0004946 9279570154 2424383255 6466308678	00 0324000788 0324000789 0224000809	EVERGY 000788 000789 000809	00	03/14/2024 03/14/2024 03/14/2024	521-4220-442.40-05 521-4220-442.40-05 531-4320-443.40-05	ELECTRIC AT INTAKE ELECTRIC AT WTP ELECTRIC AT WWTP	4,794.08 13,823.57 28.25	
						VENDOR TOTAL *	18,645.90	
0001917 65760 65758	00	FLAME-OUT 000807 000807	00	03/14/2024 03/14/2024	603-3150-431.31-15 603-3150-431.31-15	FIRE EXTINGUISHER INSPECT FIRE EXTINGUISHER INSPECT	EFT: EFT:	156.00 684.05

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001917	00	FLAME-OUT						
						VENDOR TOTAL *	.00	840.05
0001295 L29097-02	00	FOLEY EQUIPMENT COMPANY 000803	00	03/14/2024	001-6120-461.44-02	EQUIPMENT RENTAL	EFT:	2,140.85
						VENDOR TOTAL *	.00	2,140.85
0004196 1781	00	FORENSIC PSYCHOLOGY ASSOCIATES, INC 000803	00	03/14/2024	001-2110-421.31-15	PSYCH EVALUATIONS	EFT:	600.00
						VENDOR TOTAL *	.00	600.00
0000086 027305666 027305667 027305668 027305669	00	GALLS, LLC 000810 000810 000810 000810	00	03/14/2024 03/14/2024 03/14/2024 03/14/2024	001-2120-421.53-02 001-2120-421.53-02 001-2120-421.53-02 001-2120-421.53-02	BALLISTIC VEST - JOLLY BALLISTIC VEST - MARSHALL BALLISTIC VEST - LAURENT BALLISTIC VEST - PHILPOT	EFT: EFT: EFT: EFT:	931.00 931.00 931.00 931.00
						VENDOR TOTAL *	.00	3,724.00
0001101	00	GARDNER DISPOSAL SERVICE, INC.						
01-0000114	0324000807		00	03/14/2024	001-6120-461.40-02	TRASH SERVICE	EFT:	430.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	23.33
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	23.34
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	23.33
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	139.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	40.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	46.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	40.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0324000813		00	03/14/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	46.00
						VENDOR TOTAL *	.00	951.00
0000914 2024 DONATION	00	GARDNER HISTORICAL MUSEUM PI0121 008521	00	03/05/2024	105-1120-411.58-00	2024 BUDGET SUPPORT	25,000.00	
						VENDOR TOTAL *	25,000.00	
0000028 06D3AD5B-0001	00	GARDNER NEWS 000803	00	03/14/2024	551-4540-445.62-21	BID INVITATION - AIRPORT	EFT:	46.33
						VENDOR TOTAL *	.00	46.33
0000181 9046495280 9032629439 9038480449	00	GRAINGER 000807 000790 000791	00	03/14/2024 03/14/2024 03/14/2024	001-6120-461.52-20 521-4220-442.52-12 521-4220-442.52-12	SUPPLIES GREASE FITTING ADAPTER BALL VALVE UNION SOCKETS	EFT: EFT: EFT:	273.96 19.20 275.60
						VENDOR TOTAL *	.00	568.76
0001840 UNIV0040121	00	GT DISTRIBUTORS INC 000805	00	03/14/2024	001-2110-421.53-02	UNIFORMS	EFT:	90.60

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001840	00	GT DISTRIBUTORS INC						
INV0990934	000805		00	03/14/2024	001-2110-421.53-02	UNIFORMS	EFT:	86.40
KRTL0074921	000803		00	03/14/2024	001-2120-421.53-02	PATROL BOOTS	EFT:	125.00
INV0990913	000805		00	03/14/2024	001-2120-421.53-02	RADIO POUCHES	EFT:	144.00
INV0991255	000810		00	03/14/2024	001-2120-421.53-02	SGT CHEVRONS (25) - STOCK	EFT:	109.75
INV0991258	000810		00	03/14/2024	001-2120-421.53-02	NAME TAG - GRAY	EFT:	29.00
INV0991323	000810		00	03/14/2024	001-2120-421.53-02	PATROL BOOTS - HAMMER	EFT:	115.20
						VENDOR TOTAL *	.00	699.95
0000013	00	HACH COMPANY						
13945637	000792		00	03/14/2024	521-4220-442.52-12	TURBIDIMETER	EFT:	4,709.00
						VENDOR TOTAL *	.00	4,709.00
0000297	00	HERITAGE-CRYSTAL CLEAN						
18531770	000805		00	03/14/2024	605-3116-431.31-15	USED OIL REMOVAL	EFT:	50.00
						VENDOR TOTAL *	.00	50.00
0000463	00	HOLIDAY CONTRACTING, INC.						
16436 & 13437	000811		00	03/14/2024	521-4230-442.31-15	16436 & 16437 MUSTANG	EFT:	2,150.00
328 N OAK	000811		00	03/14/2024	521-4230-442.31-15	REPLACE CONCRETE SIDEWALK	EFT:	1,850.00
513 WINWOOD	000812		00	03/14/2024	521-4230-442.31-15	REPLACE CONCRETE SIDEWALK	EFT:	1,850.00
						VENDOR TOTAL *	.00	5,850.00
0000481	00	HOLLIDAY SAND AND GRAVEL						
1500594876	000805		00	03/14/2024	001-3120-431.47-38	SPOILS	EFT:	357.50
1500595482	000805		00	03/14/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
						VENDOR TOTAL *	.00	429.00
0003023	00	JOHNSON COUNTY HUMAN SVCS						
2024-00-GAR	PI0118	008520	00	02/27/2024	604-1320-413.49-02	UTILITY ASSISTANCE		30,000.00
						VENDOR TOTAL *		30,000.00
0000108	00	K.C. BOBCAT INC						
19193174	000807		00	03/14/2024	001-6120-461.43-02	BOBCAT REPAIR		127.67
						VENDOR TOTAL *		127.67
0002806	00	KANSAS GOLF AND TURF, INC						
02-318435	000807		00	03/14/2024	001-6120-461.43-02	MOWER REPAIRS	EFT:	165.74
						VENDOR TOTAL *	.00	165.74
0001048	00	KANSAS MAYORS ASSOC						
6034	000803		00	03/14/2024	001-1110-411.46-02	2024 MEMBERSHIP DUES	EFT:	50.00
						VENDOR TOTAL *	.00	50.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
4020261	000803		00	03/14/2024	001-3120-431.31-15	STORMWATER LOCATING SERV	EFT:	320.70
4020263	000793		00	03/14/2024	501-4130-441.40-06	LOCATES	EFT:	26.40
4020667	000794		00	03/14/2024	501-4130-441.40-06	LOCATES	EFT:	52.80
4020261	000803		00	03/14/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	320.70
4020261	000803		00	03/14/2024	521-4230-442.40-06	WATERLINE LOCATING SERVIC	EFT:	320.70



VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
4020261	000803		00	03/14/2024	531-4330-443.40-06	SEWERLINE LOCATING SERVIC	EFT:	320.70
						VENDOR TOTAL *	.00	1,362.00
0099999	00	KNAUSS, SHANNON						
000047243	UT		00	03/13/2024	501-0000-229.00-00	MANUAL CHECK	96.27	
						VENDOR TOTAL *	96.27	
0099999	00	KS DCF LIEAP						
000064421	UT		00	03/12/2024	501-0000-229.00-00	MANUAL CHECK	1,408.15	
						VENDOR TOTAL *	1,408.15	
0001103	00	KUTAK ROCK LLP						
3354953	000807		00	03/14/2024	001-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	1,015.60
3354955	000807		00	03/14/2024	001-1130-411.31-15	CLARE CROSSING INCENTIVES	EFT:	3,538.48
3354952	000807		00	03/14/2024	001-1130-411.31-15	GRATA DEVELOPMENT, LLC	EFT:	1,646.73
3354954	000807		00	03/14/2024	001-1130-411.31-15	TRAVEL PLAZA PROJECT	EFT:	406.00
						VENDOR TOTAL *	.00	6,606.81
0099999	00	LANDMARK DEVELOPMENT GROUP LLC						
000059961	UT		00	03/13/2024	501-0000-229.00-00	MANUAL CHECK	144.38	
						VENDOR TOTAL *	144.38	
0004649	00	LEMIRE, JEFF						
2024 KRWA CONF	000804		00	03/14/2024	501-4110-441.46-01	PER DIEM	147.50	
						VENDOR TOTAL *	147.50	
0005186	00	LINDE GAS & EQUIPMENT						
41493820	000807		00	03/14/2024	001-6120-461.44-02	TORCHES	EFT:	42.22
						VENDOR TOTAL *	.00	42.22
0004504	00	LINEAGE						
LIN45951636	000810		00	03/14/2024	001-2110-421.47-04	MAINT ON POSTAGE MACHINE	EFT:	55.96
LIN45951553	000810		00	03/14/2024	602-1340-413.44-02	RENTAL 03/01/24-02/28/25	EFT:	816.00
						VENDOR TOTAL *	.00	871.96
0001368	00	LLOYD HAROLD						
1921	000809		00	03/14/2024	531-4320-443.43-02	NORTH LIFT STATION	EFT:	425.00
1925	000809		00	03/14/2024	531-4320-443.43-02	NORTH LIFT STATION	EFT:	820.00
1923	000809		00	03/14/2024	531-4320-443.43-02	EAST LIFT STATION	EFT:	1,266.25
						VENDOR TOTAL *	.00	2,511.25
0004521	00	MANES, TED						
2024 KRWA CONF	000804		00	03/14/2024	521-4230-442.46-01	PER DIEM	147.50	
						VENDOR TOTAL *	147.50	
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA						
1031975	000810		00	03/14/2024	001-1120-411.31-15	LEGAL SERVICES	EFT:	4,628.50
						VENDOR TOTAL *	.00	4,628.50
0005347	00	MICHAEL, KEEGAN						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005347	00	MICHAEL, KEEGAN							
2024 KRWA	CONF	000804	00	03/14/2024	521-4220-442.46-01	PER DIEM	147.50		
						VENDOR TOTAL *	147.50		
0003579	00	MID-STATES MATERIALS LLC							
137836		000805	00	03/14/2024	001-3120-431.52-08	ROCK	183.33		
137694		000805	00	03/14/2024	001-3120-431.52-08	ROCK	763.08		
137694		000805	00	03/14/2024	551-4520-445.43-04	HANGAR M10	363.06		
						VENDOR TOTAL *	1,309.47		
0004351	00	MONK, MERRILL							
2024 KRWA	CONF	000804	00	03/14/2024	521-4220-442.46-01	PER DIEM	147.50		
						VENDOR TOTAL *	147.50		
0000142	00	OLATHE WINWATER WORKS							
190055	01	000803	00	03/14/2024	521-4230-442.52-02	VALVE KEY	EFT:		250.00
						VENDOR TOTAL *	.00		250.00
0005248	00	OTTAWA COOP 48430							
094950		000808	00	03/14/2024	001-3120-431.52-09	RUBY RED DIESEL	EFT:		218.91
094979		000808	00	03/14/2024	001-3120-431.52-09	DYED DIESEL	EFT:		109.39
094996		000808	00	03/14/2024	001-3120-431.52-09	DYED DIESEL	EFT:		314.12
						VENDOR TOTAL *	.00		642.42
0004385	00	POMP'S TIRE SERVICE, INC.							
1180085476		000803	00	03/14/2024	605-3116-431.43-05	FLAT TIRE ON SWEEPER	EFT:		239.35
						VENDOR TOTAL *	.00		239.35
0005456	00	PVS DX INC							
817000328-24		000796	00	03/14/2024	521-4220-442.52-13	CHLORINE	EFT:		2,140.40
						VENDOR TOTAL *	.00		2,140.40
0005370	00	P1 SERVICE, LLC							
179101113		000795	00	03/14/2024	501-4120-441.43-02	REPAIR OF BREAKER FAULT	EFT:		4,836.79
						VENDOR TOTAL *	.00		4,836.79
0004163	00	QT PETROLEUM ON DEMAND							
0722-SP2024		000808	00	03/14/2024	551-4520-445.43-02	FUEL SYSTEM AGREEMENT	EFT:		1,195.00
						VENDOR TOTAL *	.00		1,195.00
0005228	00	RICH, RENEE							
CCMFOA CONF		000805	00	03/14/2024	001-1150-411.46-01	PER DIEM	106.20		
						VENDOR TOTAL *	106.20		
0004120	00	RIVER GROUP DESIGN							
GRD112		000810	00	03/14/2024	001-1120-411.47-02	SPRING 2024 NEWSLETTER	EFT:		600.00
GRD111		000810	00	03/14/2024	105-1120-411.31-15	2024 INDEPENDENCE DAY	EFT:		650.00
						VENDOR TOTAL *	.00		1,250.00
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS							

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS									
023		PI0117 008522	00	01/03/2024			001-1130-411.31-15		PROFESSIONAL SERVICES	EFT:	9,000.00
024		PI0119 008522	00	02/02/2024			001-1130-411.31-15		PROFESSIONAL SERVICES	EFT:	9,000.00
									VENDOR TOTAL *	.00	18,000.00
0004793	00	RIVERVIEW STONE, LLC									
115188		000807	00	03/14/2024			001-6120-461.43-01		MULCH FOR PLANTERS	EFT:	1,342.00
									VENDOR TOTAL *	.00	1,342.00
0000158	00	SANTA FE AIR CONDITIONING									
221608		000806	00	03/14/2024			001-6120-461.31-15		HVAC REPAIRS	EFT:	1,835.52
									VENDOR TOTAL *	.00	1,835.52
0001305	00	SCOTT RICE OFFICE WORKS									
367118		000803	00	03/14/2024			601-1230-412.31-15		ERGONOMIC CHAIR FOR	EFT:	603.73
									VENDOR TOTAL *	.00	603.73
0001566	00	STAPLES BUSINESS ADVANTAGE									
8073461956		000810	00	03/14/2024			001-2110-421.52-20		HANGING FOLDERS , PENS	EFT:	64.17
									VENDOR TOTAL *	.00	64.17
0004785	00	SUMNERONE, INC									
3836359		000810	00	03/14/2024			602-1340-413.43-02		COPIER CONTRACT-JUSTICE	EFT:	84.89
									VENDOR TOTAL *	.00	84.89
0000022	00	T-MOBILE USA, INC.									
979581282	0224	006240	00	03/14/2024			001-1120-411.40-03		MONTHLY BILLING	EFT:	90.75
979581282	0224	006241	00	03/14/2024			001-1140-411.40-03		MONTHLY BILLING	EFT:	50.52
979581282	0224	006255	00	03/14/2024			001-1305-413.40-03		MONTHLY BILLING	EFT:	40.23
979581282	0224	006259	00	03/14/2024			001-3110-431.40-03		MONTHLY BILLING	EFT:	40.23
979581282	0224	006261	00	03/14/2024			001-3120-431.40-03		MONTHLY BILLING	EFT:	308.00
979581282	0224	006260	00	03/14/2024			001-3130-431.40-03		MONTHLY BILLING	EFT:	142.06
979581282	0224	006257	00	03/14/2024			001-6105-461.40-03		MONTHLY BILLING	EFT:	212.92
979581282	0224	006258	00	03/14/2024			001-6120-461.40-03		MONTHLY BILLING	EFT:	382.65
979581282	0224	006244	00	03/14/2024			001-7110-471.40-03		MONTHLY BILLING	EFT:	40.23
979581282	0224	006245	00	03/14/2024			001-7120-471.40-03		MONTHLY BILLING	EFT:	163.43
979581282	0224	006246	00	03/14/2024			501-4110-441.40-03		MONTHLY BILLING	EFT:	160.92
979581282	0224	006248	00	03/14/2024			501-4120-441.40-03		MONTHLY BILLING	EFT:	206.17
979581282	0224	006247	00	03/14/2024			501-4130-441.40-03		MONTHLY BILLING	EFT:	120.69
979581282	0224	006253	00	03/14/2024			521-4210-442.40-03		MONTHLY BILLING	EFT:	80.46
979581282	0224	006254	00	03/14/2024			521-4220-442.40-03		MONTHLY BILLING	EFT:	203.66
979581282	0224	006252	00	03/14/2024			521-4230-442.40-03		MONTHLY BILLING	EFT:	143.31
979581282	0224	006249	00	03/14/2024			531-4310-443.40-03		MONTHLY BILLING	EFT:	40.23
979581282	0224	006251	00	03/14/2024			531-4320-443.40-03		MONTHLY BILLING	EFT:	120.69
979581282	0224	006250	00	03/14/2024			531-4330-443.40-03		MONTHLY BILLING	EFT:	143.32
979581282	0224	006242	00	03/14/2024			601-1230-412.40-03		MONTHLY BILLING	EFT:	40.23
979581282	0224	006256	00	03/14/2024			602-1340-413.40-03		MONTHLY BILLING	EFT:	173.72
979581282	0224	006243	00	03/14/2024			603-3150-431.40-03		MONTHLY BILLING	EFT:	50.52
979581282	0224	006263	00	03/14/2024			604-1320-413.40-03		MONTHLY BILLING	EFT:	80.46
979581282	0224	006262	00	03/14/2024			605-3116-431.40-03		MONTHLY BILLING	EFT:	61.60

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0000022	00	T-MOBILE USA, INC.							
						VENDOR TOTAL *	.00		3,097.00
0011111	00	TANNER JOHNSON							
2024 KRWA	CONF	000804	00	03/14/2024	531-4330-443.46-01	PER DIEM	147.50		
						VENDOR TOTAL *	147.50		
0004508	00	TEAMSIDELINE.COM							
TS-INV-14100		000806	00	03/14/2024	001-6110-461.47-53	ANNUAL FEE-SCHEDULING	749.00		
						VENDOR TOTAL *	749.00		
0004635	00	TEST SMARTLY LABS							
20165		000803	00	03/14/2024	601-1230-412.31-15	SEASONAL DRUG TESTS	EFT:		25.00
						VENDOR TOTAL *	.00		25.00
0005212	00	TIMBLIN, BRIAN							
2024 KRWA	CONF	000804	00	03/14/2024	531-4330-443.46-01	PER DIEM	147.50		
						VENDOR TOTAL *	147.50		
0000407	00	TOMPKINS INDUSTRIES, INC.							
405642580		000797	00	03/14/2024	501-4120-441.52-12	MATERIALS FOR OIL SYSTEM	EFT:		152.02
						VENDOR TOTAL *	.00		152.02
0002248	00	TRI-STAR SEED CO							
151632		000803	00	03/14/2024	521-4230-442.52-12	TURF	EFT:		110.00
						VENDOR TOTAL *	.00		110.00
0003314	00	UNIVERSITY OF KANSAS RESEARCH CTR							
EVN-4743		000813	00	03/14/2024	001-3120-431.46-01	TRAINING	EFT:		520.00
						VENDOR TOTAL *	.00		520.00
0000238	00	USA BLUE BOOK							
INV00293160		000798	00	03/14/2024	521-4220-442.52-12	BLEACH BALL VALVES	EFT:		328.47
						VENDOR TOTAL *	.00		328.47
0005290	00	USALCO, LLC							
910090943		000799	00	03/14/2024	521-4220-442.52-13	ALUMINUM CHLOROHYDRATE	EFT:		22,786.56
						VENDOR TOTAL *	.00		22,786.56
0000026	00	USIC LOCATING SERVICES							
645294		000803	00	03/14/2024	001-3120-431.31-15	PW LOCATING SERVICE	EFT:		11,883.62
645296		000800	00	03/14/2024	501-4130-441.40-06	LOCATES	EFT:		370.80
645297		000801	00	03/14/2024	501-4130-441.40-06	LOCATES	EFT:		684.95
645294		000803	00	03/14/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:		11,883.62
645294		000803	00	03/14/2024	521-4230-442.40-06	LINE MAINT WATER	EFT:		11,883.63
645294		000803	00	03/14/2024	531-4330-443.40-06	LINE MAINT WASTEWATER	EFT:		11,883.63
						VENDOR TOTAL *	.00		48,590.25
0001126	00	VALIDITY SCREENING SOLUTIONS							
240743		000804	00	03/14/2024	601-1230-412.31-15	BACKGROUND CHECKS	EFT:		373.13

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001126 240743	00	VALIDITY SCREENING SOLUTIONS 000804	00 03/14/2024	601-1230-412.31-15	ANNUAL MVR'S	EFT:	3,164.30
					VENDOR TOTAL *	.00	3,537.43
0005256 266506	00	VOYA BENEFIT STRATEGIES 000804	00 03/14/2024	001-1140-411.31-15	MAR '24 COBRA DIRECT BILL	EFT:	86.00
					VENDOR TOTAL *	.00	86.00
0004226 86630	00	WATCHMEN SECURITY SERVICES 000802	00 03/14/2024	501-4120-441.31-15	VIDEO SECURITY MONITORING	EFT:	426.89
					VENDOR TOTAL *	.00	426.89
					EFT/EPAY TOTAL ***		165,961.68
					TOTAL EXPENDITURES ****	81,934.32	165,961.68
				GRAND TOTAL *****			247,896.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001446	00	KMEA EMP #1		OPERATING ACCT				
EMP1-GD-2024-02000817			00	03/19/2024	501-0000-351.13-00	DOGWOOD ENERGY REVENUE	EFT:	113,615.83-
EMP1-GD-2024-02000816			00	03/19/2024	501-4120-441.41-01	KMEA EMP1 FEBRUARY 2024	EFT:	199,590.83
						VENDOR TOTAL *	.00	85,975.00
						EFT/EPAY TOTAL ***		85,975.00
						TOTAL EXPENDITURES ****	.00	85,975.00
					GRAND TOTAL	*****		85,975.00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 096561	00	ALBERTHA G REEVES 000832	00	03/21/2024	001-0000-228.30-00	BOND REFUND	55.00	
						VENDOR TOTAL *	55.00	
0004340 91567	00	ALL CITY MANAGEMENT SERVICES INC PI0126 008480	00	02/28/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	2,378.30
						VENDOR TOTAL *	.00	2,378.30
0000056 71835	00	AMERICAN EQUIPMENT CO. 000820	00	03/21/2024	001-6120-461.43-05	'23 ISUZU TRUCK REPAIR	EFT:	1,366.80
						VENDOR TOTAL *	.00	1,366.80
0005014 29926 29924	00	ATTIC STORAGE OF GARDNER 000821	00	03/21/2024	001-6110-461.44-02	MONTHLY RENT	EFT:	1,105.00
			00	03/21/2024	603-3150-431.44-01	ANNUAL RENT	EFT:	2,940.00
						VENDOR TOTAL *	.00	4,045.00
0001915 2024 KRWA CONF	00	BIRZER, DAVID 000836	00	03/21/2024	531-4320-443.46-01	PER DIEM	112.10	
						VENDOR TOTAL *	112.10	
0001199 17811	00	BLUE VALLEY PUBLIC SAFETY, INC 000832	00	03/21/2024	001-2110-421.43-02	REPAIR & REPLACE BATTERIE	EFT:	3,888.58
						VENDOR TOTAL *	.00	3,888.58
0005293 313014430	00 0324	BRIGHTSPEED 000834	00	03/21/2024	521-4220-442.40-03	TELEPHONE - WTP	EFT:	353.38
						VENDOR TOTAL *	.00	353.38
0005198 152151501030124000823 152151301030124000824	00	CHARTER COMMUNICATIONS 000823	00	03/21/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	179.99
			00	03/21/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,330.00
						VENDOR TOTAL *	.00	1,509.99
0003203 93325	00	COLLINS & HERMANN INC 000825	00	03/21/2024	001-3120-431.31-15	E SANTA FE GUARD RAIL REP	EFT:	4,600.00
						VENDOR TOTAL *	.00	4,600.00
0001201 48892-1	00	COMMERCIAL AQUATIC SERVICES, INC 000832	00	03/21/2024	001-6130-461.43-01	REPAIRS & VALVE REPLACEMN	EFT:	2,556.18
						VENDOR TOTAL *	.00	2,556.18
0003716 DP2400898	00	DATAPROSE 000826	00	03/21/2024	604-1320-413.31-15	MONTHLY BILLING - FEB '24	EFT:	9,047.75
						VENDOR TOTAL *	.00	9,047.75
0001557 214510	00	DATCO, INC 000827	00	03/21/2024	001-3120-431.53-02	UNIFORMS	983.70	
						VENDOR TOTAL *	983.70	
0002363	00	DOUBLE CHECK CO, INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002363 I-0535406	00	DOUBLE CHECK CO, INC PI0130 008496	00	03/15/2024	551-4520-445.43-02	AIRPORT	EFT:	2,850.00
						VENDOR TOTAL *	.00	2,850.00
0003960 178155	00	ELLIOTT EQUIPMENT COMPANY 000828	00	03/21/2024	521-4230-442.52-04	HOSE	EFT:	2,950.00
						VENDOR TOTAL *	.00	2,950.00
0099999 110271	00	EMMANUEL PEREZ 000832	00	03/21/2024	001-0000-228.30-00	BOND REFUND	250.00	
						VENDOR TOTAL *	250.00	
0005226 0774831	00	EVCO WHOLESALE FOOD CORP 000832	00	03/21/2024	001-6110-461.52-15	CONCESSIONS - CP	2,288.96	
						VENDOR TOTAL *	2,288.96	
0000855 21661399	00	EWING IRRIGATION PRODUCTS, INC 000829	00	03/21/2024	001-6120-461.52-01	TURF SERVICE PROGRAM	EFT:	1,639.44
						VENDOR TOTAL *	.00	1,639.44
0001890 807837	00	FAITH TECHNOLOGIES, INC 000830	00	03/21/2024	602-1340-413.31-15	CARD READER NOT WORKING	EFT:	284.00
						VENDOR TOTAL *	.00	284.00
0001917 63969	00	FLAME-OUT 000819	00	03/21/2024	001-6120-461.53-02	FIRE EXTINGUISHER INSPECT	EFT:	557.20
						VENDOR TOTAL *	.00	557.20
0000086 027305665	00	GALLS, LLC 000831	00	03/21/2024	001-2120-421.53-02	BALLISTIC VEST - DEER	EFT:	931.00
						VENDOR TOTAL *	.00	931.00
0005361 2798029	00	GFI DIGITAL 000831	00	03/21/2024	602-1340-413.47-05	MONTHLY COPIER BILLING	EFT:	1,409.18
						VENDOR TOTAL *	.00	1,409.18
0001840 INV0991875	00	GT DISTRIBUTORS INC 000831	00	03/21/2024	001-2120-421.53-02	UNIFORMS	EFT:	75.36
						VENDOR TOTAL *	.00	75.36
0000286 28424H	00	HAYNES EQUIPMENT CO., INC. PI0127 008518	00	02/09/2024	521-4220-442.52-12	PUMP & PUMP KITS	EFT:	5,950.92
						VENDOR TOTAL *	.00	5,950.92
0000481 1500595910 1500596357	00	HOLLIDAY SAND AND GRAVEL 000831	00	03/21/2024	521-4230-442.47-38	SPOILS	EFT:	71.50
						SPOILS	EFT:	71.50
						VENDOR TOTAL *	.00	143.00
0005457	00	INSIGHT GLOBAL, LLC						



VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005457	00	INSIGHT GLOBAL, LLC	22004045957	PI0129	008525	00	02/21/2024	501-4120-441.46-05	PERM PLACEMENT	EFT:	28,250.00
VENDOR TOTAL *										.00	28,250.00
0099999	00	JAHAZIEL ABDIEL GARCIA	76975	000832		00	03/21/2024	001-0000-228.30-00	BOND REFUND	125.00	
VENDOR TOTAL *										125.00	
0099999	00	JOSHAY D IVORY ROBINSON	109126	000832		00	03/21/2024	001-0000-228.30-00	BOND REFUND	100.00	
VENDOR TOTAL *										100.00	
0004118	00	KANSAS BUREAU OF INVESTIGATION	K23-01087	000832		00	03/21/2024	001-0000-207.10-30	ANTHONY ACOSTA	400.00	
VENDOR TOTAL *										400.00	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.	4020262	000831		00	03/21/2024	531-4320-443.31-15	LOCATES	EFT:	80.40
VENDOR TOTAL *										.00	80.40
0003513	00	KMEA- DOGWOOD	DOGW-GR-2024-04000833	000833		00	03/21/2024	501-4120-441.41-01	DOGWOOD ELECTRIC PURCHASE	EFT:	194,814.00
VENDOR TOTAL *										.00	194,814.00
0000805	00	KMGA GAS SUPPLY OPERATING FUND	GARD-2024-02	000834		00	03/21/2024	501-4120-441.41-50	NATURAL GAS	EFT:	1,553.95
VENDOR TOTAL *										.00	1,553.95
0002489	00	KPERS	1750565	000834		00	03/22/2024	721-0000-202.03-05	032124 PAY PERIOD	CHECK #:	112
1750580				000834		00	03/22/2024	721-0000-202.03-01	032124 PAY PERIOD	CHECK #:	112
VENDOR TOTAL *										.00	55,989.66
0002490	00	KPF	1750566	000834		00	03/22/2024	721-0000-202.03-05	032124 PAY PERIOD	CHECK #:	113
1750595				000834		00	03/22/2024	721-0000-202.03-02	032124 PAY PERIOD	CHECK #:	113
VENDOR TOTAL *										.00	34,764.73
0004769	00	KRONOS SAASHR, INC	12214711	000832		00	03/21/2024	602-1340-413.47-05	UKG READY HR, TIME &	EFT:	1,777.77
VENDOR TOTAL *										.00	1,777.77
0099999	00	LOGAN CHRISTOPHER KEY	111671	000832		00	03/21/2024	001-0000-228.30-00	BOND REFUND	250.00	
VENDOR TOTAL *										250.00	
0005383	00	LOYD BUILDERS INC	APP NO. 6	PI0122	008345	00	02/29/2024	501-4140-441.61-03	UTILITIES CAMPUS BUILDING	EFT:	5,100.00
APP NO. 6				PI0123	008345	00	02/29/2024	521-4240-442.61-03	UTILITIES CAMPUS BUILDING	EFT:	2,550.00
APP NO. 6				PI0124	008345	00	02/29/2024	531-4340-443.61-03	UTILITIES CAMPUS BUILDING	EFT:	2,550.00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0005383	00	LOYD BUILDERS INC							
						VENDOR TOTAL *	.00	10,200.00	
0003440 MPR240014	00	MIDWEST PUBLIC RISK- 000834	00	03/21/2024	001-6120-461.43-05	TRUCK REPAIRS	EFT:	1,000.00	
						VENDOR TOTAL *	.00	1,000.00	
0003200 2024 KRWA CONF	00	MILLHOLLAND, SCOTT 000836	00	03/21/2024	531-4320-443.46-01	PER DIEM	147.50		
						VENDOR TOTAL *	147.50		
0005296 6515271 6515271	00	MISSIONSQUARE RETIREMENT 000834 000834	00	03/21/2024 03/21/2024	721-0000-202.03-04 721-0000-202.03-14	CONTRIBUTIONS CONTRIBUTIONS	CHECK #: CHECK #:	101 101	10,953.39 287.59
						VENDOR TOTAL *	.00	11,240.98	
0005458 2024-001	00	NICHOLS, THOMAS BRITT 000835	00	03/21/2024	001-1330-413.31-02	COURT	289.80		
						VENDOR TOTAL *	289.80		
0002813 32561	00	NOVATECH, LLC PI0128 008519	00	02/21/2024	501-4120-441.43-02	SCADA SYSTEM COMMUNICATOR	EFT:	12,122.04	
						VENDOR TOTAL *	.00	12,122.04	
0000256 094967	00	OTTAWA COOP 48397 000834	00	03/21/2024	521-4230-442.52-09	DIESEL FUEL-LINE MAINT	EFT:	234.82	
						VENDOR TOTAL *	.00	234.82	
0005209 40540	00	OZARK READY MIX 000832	00	03/13/2024	001-3120-431.52-08	CONCRETE	1,185.80		
						VENDOR TOTAL *	1,185.80		
0001569 INV05321745	00	PAYCOR, INC 000834	00	03/20/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107 767.46	
						VENDOR TOTAL *	.00	767.46	
0003125 312002	00	PHOENIX FIRE SYSTEMS 000832	00	03/21/2024	603-3150-431.43-01	ANNUAL INSPECTION	EFT:	705.00	
						VENDOR TOTAL *	.00	705.00	
0003235 INV917951	00	PIONEER MANUFACTURING COMPANY 000832	00	03/21/2024	001-6120-461.52-01	PAINT	EFT:	1,407.00	
						VENDOR TOTAL *	.00	1,407.00	
0003110 527642	00	REJIS COMMISSION 000832	00	03/21/2024	001-2110-421.31-15	REJIS - TRANSACTIONS	EFT:	93.89	
						VENDOR TOTAL *	.00	93.89	
0004793 115213	00	RIVERVIEW STONE, LLC 000832	00	03/21/2024	001-6120-461.43-01	MULCH FOR PLANTERS	EFT:	2,554.00	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004793	00	RIVERVIEW STONE, LLC						
						VENDOR TOTAL *	.00	2,554.00
0004721	00	SCHULTE SUPPLY INC						
S1211267.001	000832		00	03/21/2024	001-3120-431.52-02	PUMP & BATTERY	EFT:	271.87
S1211754.001	000832		00	03/21/2024	521-4230-442.52-02	PUMP & BATTERY	EFT:	293.85
S1211805.001	000832		00	03/21/2024	521-4230-442.52-02	PUMP & BATTERY	EFT:	249.89
						VENDOR TOTAL *	.00	815.61
0005380	00	SHAWNEE COPY CENTER						
137785	000832		00	03/21/2024	001-2110-421.47-02	BUSINESS CARDS	EFT:	87.21
						VENDOR TOTAL *	.00	87.21
0004785	00	SUMNERONE, INC						
3867296	000832		00	03/21/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:	112.03
3863459	000832		00	03/21/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:	82.42
						VENDOR TOTAL *	.00	194.45
0003962	00	TRANSLATIONPERFECT.COM						
11635	000832		00	03/21/2024	001-1330-413.31-15	INTERPRETER	EFT:	90.00
						VENDOR TOTAL *	.00	90.00
0000026	00	USIC LOCATING SERVICES						
645295	000832		00	03/21/2024	531-4320-443.31-15	LOCATES	EFT:	1,436.85
						VENDOR TOTAL *	.00	1,436.85
0001126	00	VALIDITY SCREENING SOLUTIONS						
239748	000832		00	03/21/2024	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	1,045.76
241817	000832		00	03/21/2024	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	1,023.41
						VENDOR TOTAL *	.00	2,069.17
0003878	00	YATES ELECTRIC CO. INC.						
6094	PI0125 008451		00	02/29/2024	531-4320-443.61-04	VFD REPLACEMENT	EFT:	69,941.00
						VENDOR TOTAL *	.00	69,941.00
						HAND ISSUED TOTAL ***		102,831.38
						EFT/EPAY TOTAL ***		375,963.24
						TOTAL EXPENDITURES ****	6,187.86	478,794.62
					GRAND TOTAL *****			484,982.48

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER						
02/2024	000840		00	03/22/2024	001-1120-411.46-02	3CMA ONLIN INV-3319	EFT:	400.00
02/2024	000842		00	03/22/2024	001-1120-411.52-20	AMAZON.COM RI0BF9RK0	EFT:	16.99
02/2024	000843		00	03/22/2024	001-1120-411.52-20	PRICE CHOPPER #117	EFT:	33.56
02/2024	000845		00	03/22/2024	001-1120-411.52-20	AMZN MKTP US RB7UI8C52	EFT:	28.89
02/2024	000841		00	03/22/2024	001-1130-411.31-15	CANVA I04055-1615050	EFT:	12.95
02/2024	000844		00	03/22/2024	001-1140-411.46-01	AMZN MKTP US R23WG3AO2	EFT:	42.44
02/2024	000846		00	03/22/2024	001-1140-411.46-01	WM SUPERCENTER #5307	EFT:	39.51
02/2024	000847		00	03/22/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	8.97
02/2024	000848		00	03/22/2024	001-1140-411.52-20	STAPLS7625669139000001	EFT:	47.78
02/2024	000853		00	03/22/2024	001-1140-411.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	800.00
02/2024	000838		00	03/22/2024	001-1150-411.46-02	WSU MARKETPLACE	EFT:	75.00
02/2024	000839		00	03/22/2024	001-1150-411.46-01	WSU MARKETPLACE	EFT:	325.00
02/2024	000854		00	03/22/2024	001-1310-413.46-02	GOVERNMENT FINANCE OFFIC	EFT:	150.00
02/2024	000858		00	03/22/2024	001-1330-413.52-20	STAPLS7625488979000001	EFT:	81.97
02/2024	000862		00	03/22/2024	001-1330-413.52-20	AMZN MKTP US RI3U95EN0	EFT:	1,000.00
02/2024	000871		00	03/22/2024	001-2110-421.46-02	SQ METRO CHIEFS AND SHER	EFT:	400.00
02/2024	000873		00	03/22/2024	001-2110-421.46-01	KU WEB PMT SVCS CED	EFT:	1,000.00
02/2024	000875		00	03/22/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	29.98
02/2024	000877		00	03/22/2024	001-2110-421.52-20	3ID MANAGEMENT LLC	EFT:	249.00
02/2024	000878		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RI53J6YY0	EFT:	229.99
02/2024	000879		00	03/22/2024	001-2110-421.52-20	AMAZON.COM RW3UE6NC2	EFT:	17.36
02/2024	000880		00	03/22/2024	001-2110-421.46-01	PRICE CHOPPER #117	EFT:	106.82
02/2024	000881		00	03/22/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	39.59
02/2024	000882		00	03/22/2024	001-2110-421.52-20	AMAZON.COM RZ1I95F12	EFT:	15.99
02/2024	000883		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RB8EL9JT2	EFT:	89.89
02/2024	000885		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RB24Q8VQ2	EFT:	16.19
02/2024	000887		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RI3XT1B30	EFT:	76.50
02/2024	000889		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RW7K01LW2	EFT:	38.99
02/2024	000890		00	03/22/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	182.70
02/2024	000892		00	03/22/2024	001-2110-421.46-01	PARTY CITY 938	EFT:	13.00
02/2024	000893		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RZ6KN83E0	EFT:	60.50
02/2024	000894		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RZ3X602H0	EFT:	76.98
02/2024	000901		00	03/22/2024	001-2110-421.46-05	MU CAFNR	EFT:	150.00
02/2024	000908		00	03/22/2024	001-2110-421.52-20	AMAZON.COM R235A5PQ2	EFT:	33.83
02/2024	000909		00	03/22/2024	001-2110-421.52-20	AMAZON PRIME R264X3MN1	EFT:	109.21
02/2024	000912		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RI1JR71S1	EFT:	96.36
02/2024	000913		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US RW62O8X20	EFT:	299.98
02/2024	000914		00	03/22/2024	001-2110-421.46-02	USPCA	EFT:	50.00
02/2024	000920		00	03/22/2024	001-2110-421.52-20	AMZN MKTP US R20BW0BI2	EFT:	63.70
02/2024	000872		00	03/22/2024	001-2120-421.46-01	IACP	EFT:	750.00
02/2024	000874		00	03/22/2024	001-2120-421.52-20	WALGREENS #10150	EFT:	1,079.76
02/2024	000876		00	03/22/2024	001-2120-421.46-01	SQ BLUE TO GOLD LAW ENFO	EFT:	225.00
02/2024	000884		00	03/22/2024	001-2120-421.43-05	GARDNER AUTO BODY	EFT:	228.38
02/2024	000886		00	03/22/2024	001-2120-421.46-01	THE CENTER FOR AMERICA &	EFT:	500.00
02/2024	000888		00	03/22/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	275.00
02/2024	000895		00	03/22/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	50.00
02/2024	000896		00	03/22/2024	001-2120-421.46-01	B2G LLC B #21096	EFT:	258.00
02/2024	000897		00	03/22/2024	001-2120-421.46-01	KU PUBLIC MGMT CTR	EFT:	1,295.00
02/2024	000898		00	03/22/2024	001-2120-421.46-01	CALIBRE PRESS	EFT:	438.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
02/2024			000899			00	03/22/2024	001-2120-421.46-01	KANSAS LE CIT COUNCIL	EFT:	400.00-
02/2024			000900			00	03/22/2024	001-2120-421.46-01	B2G LLC B #21020	EFT:	258.00
02/2024			000902			00	03/22/2024	001-2120-421.46-01	B2G LLC B #19981	EFT:	225.00
02/2024			000903			00	03/22/2024	001-2120-421.46-01	IACP	EFT:	750.00
02/2024			000904			00	03/22/2024	001-2120-421.46-01	SEHIA	EFT:	250.00
02/2024			000905			00	03/22/2024	001-2120-421.46-01	CALIBRE PRESS	EFT:	990.00
02/2024			000906			00	03/22/2024	001-2120-421.46-01	B2G LLC B #20905	EFT:	129.00
02/2024			000907			00	03/22/2024	001-2120-421.46-01	B2G LLC B #20908	EFT:	129.00
02/2024			000910			00	03/22/2024	001-2120-421.46-01	FORCE SCIENCE INSTITUT	EFT:	395.00
02/2024			000911			00	03/22/2024	001-2120-421.46-01	SOUTHWES 5262253314060	EFT:	376.96
02/2024			000915			00	03/22/2024	001-2120-421.53-02	AMZN MKTP US RB83L0400	EFT:	118.91
02/2024			000916			00	03/22/2024	001-2120-421.46-01	THE CENTER FOR AMERICA &	EFT:	500.00
02/2024			000917			00	03/22/2024	001-2120-421.46-01	THE CENTER FOR AMERICA &	EFT:	500.00
02/2024			000918			00	03/22/2024	001-2120-421.46-01	THE CENTER FOR AMERICA &	EFT:	500.00
02/2024			000919			00	03/22/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	80.00
02/2024			000921			00	03/22/2024	001-2120-421.46-01	COMBINED SYSTEMS INC	EFT:	640.00
02/2024			000922			00	03/22/2024	001-2120-421.46-01	GLOCK PROFESSIONAL INC	EFT:	250.00
02/2024			000923			00	03/22/2024	001-2120-421.43-05	AMZN MKTP US R23A47CR1	EFT:	6.99
02/2024			000924			00	03/22/2024	001-2120-421.53-02	AMAZON.COM R23A85CX1	EFT:	79.77
02/2024			000925			00	03/22/2024	001-2120-421.46-01	HYATT PLACE AT WICHITA	EFT:	476.76
02/2024			000926			00	03/22/2024	001-2120-421.46-01	THE CENTER FOR AMERICA &	EFT:	500.00
02/2024			000927			00	03/22/2024	001-2120-421.46-01	THE CENTER FOR AMERICA &	EFT:	500.00
02/2024			000891			00	03/22/2024	001-2130-421.46-01	FAIRFIELD INN & SUITES	EFT:	341.04
02/2024			000931			00	03/22/2024	001-3110-431.52-20	AMZN MKTP US RI2B89AQ2	EFT:	129.99
02/2024			000938			00	03/22/2024	001-3110-431.52-20	WALMART.COM	EFT:	198.00
02/2024			000940			00	03/22/2024	001-3110-431.46-01	CE ENGG CONFERENCE CTR	EFT:	130.00
02/2024			000928			00	03/22/2024	001-3120-431.53-02	AMAZON.COM RB7YX7G62	EFT:	184.95
02/2024			000932			00	03/22/2024	001-3120-431.53-02	AMAZON.COM	EFT:	184.95-
02/2024			000933			00	03/22/2024	001-3120-431.53-02	AMAZON.COM RI9XG2I00	EFT:	184.95
02/2024			000943			00	03/22/2024	001-3120-431.52-02	AMAZON RETAIL STREET	EFT:	17.12
02/2024			000944			00	03/22/2024	001-3120-431.52-02	AMAZON RETAIL STREET	EFT:	49.99
02/2024			000958			00	03/22/2024	001-3120-431.53-02	AMAZON.COM RB5475IK2	EFT:	50.98
02/2024			000970			00	03/22/2024	001-3120-431.43-02	OREILLY 354	EFT:	7.73
02/2024			000971			00	03/22/2024	001-3120-431.52-02	OREILLY 354	EFT:	5.40
02/2024			000973			00	03/22/2024	001-3120-431.52-08	CRAFCO-LEES SUMMIT MO	EFT:	810.00
02/2024			000974			00	03/22/2024	001-3120-431.52-08	BOMGAARS 127	EFT:	277.97
02/2024			000978			00	03/22/2024	001-3120-431.52-16	CONSTRUCTION MATERIALS	EFT:	47.37
02/2024			000979			00	03/22/2024	001-3120-431.31-15	SOLAR TECHNOLOGY INC	EFT:	833.53
02/2024			000981			00	03/22/2024	001-3120-431.52-10	OREILLY 354	EFT:	95.26
02/2024			000984			00	03/22/2024	001-3120-431.52-08	WESTLAKE HARDWARE #179	EFT:	8.97
02/2024			000985			00	03/22/2024	001-3120-431.53-02	NGROS WSTRN STR#2 INC	EFT:	665.94
02/2024			000990			00	03/22/2024	001-3120-431.52-08	BOMGAARS 127	EFT:	138.98
02/2024			000991			00	03/22/2024	001-3120-431.52-16	GRASS PAD WAREHOUSE	EFT:	264.50
02/2024			000936			00	03/22/2024	001-3130-431.53-02	E. EDWARDS WORK WEAR	EFT:	147.15
02/2024			000937			00	03/22/2024	001-3130-431.52-20	KS DEPT OF TRANSPORTAT	EFT:	60.00
02/2024			000939			00	03/22/2024	001-3130-431.52-20	AMZN MKTP US RW8FH3DW1	EFT:	31.98
02/2024			001125			00	03/22/2024	001-6110-461.46-01	HYATT REGENCY WICHITA	EFT:	153.94
02/2024			001126			00	03/22/2024	001-6110-461.46-01	KTA - TRANSA TEMP - RET	EFT:	5.75
02/2024			001127			00	03/22/2024	001-6110-461.46-01	HYATT REGENCY WICHITA	EFT:	287.54

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
02/2024			001128			00	03/22/2024	001-6110-461.46-01	HYATT REGENCY WICHITA	EFT:	10.17-
02/2024			001129			00	03/22/2024	001-6110-461.52-20	WAL-MART #5307	EFT:	13.78
02/2024			001130			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB7FH5VP0	EFT:	95.84
02/2024			001131			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB1765BC0	EFT:	227.96
02/2024			001132			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB8WW5JB2	EFT:	68.97
02/2024			001133			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US R275J2931	EFT:	45.98
02/2024			001134			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US R27LD19D1	EFT:	89.98
02/2024			001135			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB2J63TK2	EFT:	122.24
02/2024			001136			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB3HL5AO2	EFT:	884.54
02/2024			001137			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB85U2EY2	EFT:	45.36
02/2024			001138			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RB8NY31D2	EFT:	260.16
02/2024			001139			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US	EFT:	45.98-
02/2024			001140			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US	EFT:	45.98-
02/2024			001141			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US	EFT:	8.83-
02/2024			001142			00	03/22/2024	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	255.63
02/2024			001143			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RI6EI37K1	EFT:	92.24
02/2024			001144			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RW0YJ00U2	EFT:	12.39
02/2024			001145			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RI86K29Q1	EFT:	47.97
02/2024			001146			00	03/22/2024	001-6110-461.54-51	WAL-MART #4475	EFT:	27.78
02/2024			001147			00	03/22/2024	001-6110-461.54-51	WAL-MART #4475	EFT:	130.00
02/2024			001148			00	03/22/2024	001-6110-461.54-51	SQ GROUNDHOUSE COFFEE &	EFT:	150.00
02/2024			001149			00	03/22/2024	001-6110-461.54-51	WM SUPERCENTER #4475	EFT:	100.00
02/2024			001150			00	03/22/2024	001-6110-461.54-51	WM SUPERCENTER #4475	EFT:	120.00
02/2024			001151			00	03/22/2024	001-6110-461.54-51	AMZN MKTP US RW82Y49T2	EFT:	24.88
02/2024			001152			00	03/22/2024	001-6110-461.46-01	KTA VIDEO TOLL	EFT:	10.00
02/2024			001153			00	03/22/2024	001-6110-461.46-01	KTA VIDEO TOLL	EFT:	5.75
02/2024			001154			00	03/22/2024	001-6110-461.46-01	TREX MART #16	EFT:	25.00
02/2024			001155			00	03/22/2024	001-6110-461.46-01	KANSAS RECREATION PA	EFT:	373.45-
02/2024			001156			00	03/22/2024	001-6110-461.46-01	KTA - TRANSA TEMP - RET	EFT:	5.75
02/2024			001162			00	03/22/2024	001-6110-461.46-01	NRPA OPERATING	EFT:	70.00
02/2024			001164			00	03/22/2024	001-6110-461.46-01	KTA VIDEO TOLL	EFT:	5.75
02/2024			001168			00	03/22/2024	001-6110-461.46-01	NRPA OPERATING	EFT:	38.00
02/2024			001172			00	03/22/2024	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
02/2024			001173			00	03/22/2024	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
02/2024			001174			00	03/22/2024	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
02/2024			001177			00	03/22/2024	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	99.27
02/2024			001159			00	03/22/2024	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	151.42
02/2024			001166			00	03/22/2024	001-6120-461.44-02	PRIMO WATER	EFT:	38.36
02/2024			001169			00	03/22/2024	001-6120-461.44-02	PRIMO WATER	EFT:	8.75
02/2024			001170			00	03/22/2024	001-6120-461.44-02	PRIMO WATER	EFT:	54.32
02/2024			001171			00	03/22/2024	001-6120-461.52-20	STAPLES INC	EFT:	83.74
02/2024			001180			00	03/22/2024	001-6120-461.52-01	OREILLY 354	EFT:	51.92
02/2024			001181			00	03/22/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	122.64
02/2024			001182			00	03/22/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	13.86
02/2024			001183			00	03/22/2024	001-6120-461.53-02	BOMGAARS 127	EFT:	39.98
02/2024			001184			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	18.98
02/2024			001185			00	03/22/2024	001-6120-461.43-02	BIG O TIRES OF GARDNER	EFT:	24.00
02/2024			001186			00	03/22/2024	001-6120-461.43-02	OREILLY 354	EFT:	36.55
02/2024			001187			00	03/22/2024	001-6120-461.43-02	BIG O TIRES OF GARDNER	EFT:	24.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
02/2024			001188			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	7.30
02/2024			001189			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	7.99
02/2024			001190			00	03/22/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	141.76
02/2024			001191			00	03/22/2024	001-6120-461.53-02	BOMGAARS 127	EFT:	30.78
02/2024			001192			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	60.73
02/2024			001193			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	74.99
02/2024			001195			00	03/22/2024	001-6120-461.52-01	THE HOME DEPOT 2218	EFT:	306.46
02/2024			001196			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	62.97
02/2024			001197			00	03/22/2024	001-6120-461.52-01	OREILLY 354	EFT:	5.92
02/2024			001198			00	03/22/2024	001-6120-461.52-02	SMITTY'S LAWN AND GARDEN	EFT:	196.00
02/2024			001199			00	03/22/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	33.99
02/2024			001200			00	03/22/2024	001-6120-461.43-02	BOMGAARS 127	EFT:	6.99
02/2024			001201			00	03/22/2024	001-6120-461.43-02	BOMGAARS 127	EFT:	36.99
02/2024			001202			00	03/22/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	12.48
02/2024			001203			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	22.48
02/2024			001204			00	03/22/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	119.00
02/2024			001205			00	03/22/2024	001-6120-461.43-02	ABI ATTACHMENTS INC	EFT:	1,521.90
02/2024			001206			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	74.95
02/2024			001207			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	75.67
02/2024			001208			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	23.98
02/2024			001209			00	03/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	27.92
02/2024			001158			00	03/22/2024	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	75.71
02/2024			001175			00	03/22/2024	001-6130-461.52-15	KS.GOV PAYMENT	EFT:	220.00
02/2024			001194			00	03/22/2024	001-6130-461.52-01	THE HOME DEPOT 2218	EFT:	87.51
02/2024			001210			00	03/22/2024	001-7120-471.52-20	AMZN MKTP US R25PJ4YZ1	EFT:	13.79
02/2024			001211			00	03/22/2024	001-7120-471.52-20	AMZN MKTP US RB5OD4IR2	EFT:	55.93
02/2024			001212			00	03/22/2024	001-7120-471.46-01	AMERICAN PLANNING A	EFT:	350.00
02/2024			001213			00	03/22/2024	001-7120-471.46-01	CURB LV TAXI YCS	EFT:	42.43
02/2024			001025			00	03/22/2024	501-4110-441.52-20	AMZN MKTP US RB5ZN2FA1	EFT:	29.39
02/2024			001028			00	03/22/2024	501-4110-441.52-20	STAPLS7626599313000001	EFT:	149.97
02/2024			001046			00	03/22/2024	501-4110-441.53-02	CORPORATE CASUALS - 2	EFT:	248.49
02/2024			001049			00	03/22/2024	501-4110-441.47-04	THE UPS STORE 5784	EFT:	33.26
02/2024			001050			00	03/22/2024	501-4110-441.52-04	GO CARWASH KS-120 GARDNE	EFT:	18.00
02/2024			001029			00	03/22/2024	501-4120-441.52-12	KAN-SEAL	EFT:	656.50
02/2024			001033			00	03/22/2024	501-4120-441.52-20	AMAZON.COM R245R2KW2	EFT:	51.24
02/2024			001040			00	03/22/2024	501-4120-441.52-20	WM SUPERCENTER #5307	EFT:	77.05
02/2024			001045			00	03/22/2024	501-4120-441.53-02	CORPORATE CASUALS - 2	EFT:	91.96
02/2024			001048			00	03/22/2024	501-4120-441.52-12	JENKINS ELECTRIC COMPANY	EFT:	853.85
02/2024			001051			00	03/22/2024	501-4120-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	310.77
02/2024			001052			00	03/22/2024	501-4120-441.46-02	FLIR	EFT:	215.99
02/2024			001053			00	03/22/2024	501-4120-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	309.76
02/2024			001024			00	03/22/2024	501-4130-441.52-20	STAPLS7625074832000002	EFT:	49.65
02/2024			001030			00	03/22/2024	501-4130-441.53-02	AMZN MKTP US R25RF07T0	EFT:	249.75
02/2024			001031			00	03/22/2024	501-4130-441.53-02	AMZN MKTP US R255D8XC2	EFT:	79.35
02/2024			001032			00	03/22/2024	501-4130-441.53-02	AMZN MKTP US R29XK28R2	EFT:	430.00
02/2024			001041			00	03/22/2024	501-4130-441.53-02	PY DESIGN 4 SPORTS	EFT:	50.00
02/2024			001054			00	03/22/2024	501-4130-441.52-20	INDUSTRIAL SALES COMPANY	EFT:	5.63
02/2024			001055			00	03/22/2024	501-4130-441.52-12	WESTLAKE HARDWARE #179	EFT:	15.30
02/2024			001056			00	03/22/2024	501-4130-441.52-12	WESTLAKE HARDWARE #179	EFT:	21.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
02/2024			001057			00	03/22/2024	501-4130-441.53-02	EEWW_KANSASCITY	EFT:	200.74
02/2024			001058			00	03/22/2024	501-4130-441.52-02	AMERICAN RIGGERS SUPPLY I	EFT:	29.14
02/2024			001059			00	03/22/2024	501-4130-441.52-12	WESTLAKE HARDWARE #179	EFT:	9.40
02/2024			001060			00	03/22/2024	501-4130-441.52-04	PREMIER TRUCK GROUP OF K	EFT:	143.92
02/2024			001061			00	03/22/2024	501-4130-441.52-04	OLATHE FORD PARTS	EFT:	67.09
02/2024			001062			00	03/22/2024	501-4130-441.52-04	TOMPKINS INDUSTRIES- INC	EFT:	8.96
02/2024			001063			00	03/22/2024	501-4130-441.53-02	SP YOUNGSTOWN	EFT:	390.36
02/2024			001064			00	03/22/2024	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	21.40
02/2024			001065			00	03/22/2024	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	139.74
02/2024			001066			00	03/22/2024	501-4130-441.52-12	WESTLAKE HARDWARE #179	EFT:	2.84
02/2024			001026			00	03/22/2024	501-4140-441.62-15	COLUMN PUBLIC NOTICE	EFT:	178.20
02/2024			001036			00	03/22/2024	521-4220-442.53-02	CARHARTT	EFT:	284.58
02/2024			001043			00	03/22/2024	521-4220-442.53-02	PY DESIGN 4 SPORTS	EFT:	60.00
02/2024			001068			00	03/22/2024	521-4220-442.52-20	BOMGAARS 127	EFT:	69.16
02/2024			001069			00	03/22/2024	521-4220-442.52-20	OREILLY 354	EFT:	367.71
02/2024			001070			00	03/22/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	27.03
02/2024			001071			00	03/22/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	116.22
02/2024			001072			00	03/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	52.16
02/2024			001073			00	03/22/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	27.17
02/2024			001074			00	03/22/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	138.72
02/2024			001075			00	03/22/2024	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	192.43
02/2024			001076			00	03/22/2024	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	192.43
02/2024			001077			00	03/22/2024	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	120.38
02/2024			001078			00	03/22/2024	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	600.00
02/2024			001079			00	03/22/2024	521-4220-442.31-15	IN ACCURATE ENVIRONMENTA	EFT:	30.00
02/2024			001080			00	03/22/2024	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	192.43
02/2024			001081			00	03/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	100.35
02/2024			001082			00	03/22/2024	521-4220-442.52-12	REEVES-WIEDEMAN - LENEXA	EFT:	54.36
02/2024			001083			00	03/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	48.50
02/2024			001084			00	03/22/2024	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	8.59
02/2024			001035			00	03/22/2024	521-4230-442.53-02	AMAZON.COM RB1W09MZ0	EFT:	184.95
02/2024			001037			00	03/22/2024	521-4230-442.52-12	JOHN M ELLSWORTH CO INC	EFT:	654.01
02/2024			001038			00	03/22/2024	521-4230-442.53-02	NGROS WSTRN STR#2 INC	EFT:	389.77
02/2024			001042			00	03/22/2024	521-4230-442.53-02	PY DESIGN 4 SPORTS	EFT:	50.00
02/2024			001044			00	03/22/2024	521-4230-442.53-02	EEWW_OLATHE	EFT:	183.95
02/2024			001067			00	03/22/2024	521-4230-442.53-02	E. EDWARDS WORK WEAR	EFT:	188.55
02/2024			001089			00	03/22/2024	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	12.72
02/2024			001090			00	03/22/2024	521-4230-442.52-20	THE HOME DEPOT 2218	EFT:	80.48
02/2024			001091			00	03/22/2024	521-4230-442.52-31	HARRISON MACHINE SHOP AND	EFT:	165.00
02/2024			001092			00	03/22/2024	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	69.56
02/2024			001093			00	03/22/2024	521-4230-442.52-12	INDUSTRIAL SALES COMPANY	EFT:	129.32
02/2024			001094			00	03/22/2024	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	19.99
02/2024			001095			00	03/22/2024	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	35.97
02/2024			001027			00	03/22/2024	531-4320-443.52-20	STAPLS7626599313000001	EFT:	49.99
02/2024			001085			00	03/22/2024	531-4320-443.52-20	OREILLY 354	EFT:	6.49
02/2024			001097			00	03/22/2024	531-4320-443.52-05	WESTLAKE HARDWARE #179	EFT:	26.75
02/2024			001098			00	03/22/2024	531-4320-443.52-05	OREILLY 354	EFT:	79.88
02/2024			001099			00	03/22/2024	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	14.97
02/2024			001100			00	03/22/2024	531-4320-443.52-02	WESTLAKE HARDWARE #179	EFT:	40.98



VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
02/2024			001101			00	03/22/2024	531-4320-443.52-02	HARBOR FREIGHT TOOLS 619	EFT:	209.98
02/2024			001102			00	03/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	12.28
02/2024			001103			00	03/22/2024	531-4320-443.43-02	OREILLY 354	EFT:	182.08
02/2024			001104			00	03/22/2024	531-4320-443.46-02	GOV KDHE FIELD SVC	EFT:	360.75
02/2024			001105			00	03/22/2024	531-4320-443.43-02	AMZN MKTP US R20Z839J2	EFT:	16.98
02/2024			001106			00	03/22/2024	531-4320-443.52-05	OREILLY 354	EFT:	74.95
02/2024			001107			00	03/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	9.96
02/2024			001108			00	03/22/2024	531-4320-443.52-12	USABLUBOOK	EFT:	597.44
02/2024			001109			00	03/22/2024	531-4320-443.43-05	SANTA FE TOW SERVICE	EFT:	480.00
02/2024			001110			00	03/22/2024	531-4320-443.52-12	OREILLY 354	EFT:	61.89
02/2024			001111			00	03/22/2024	531-4320-443.43-02	OREILLY 354	EFT:	7.63
02/2024			001112			00	03/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	35.80
02/2024			001113			00	03/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	42.35
02/2024			001114			00	03/22/2024	531-4320-443.52-20	SP ESSENTIAL ELECTRIC	EFT:	276.99
02/2024			001115			00	03/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	15.35
02/2024			001116			00	03/22/2024	531-4320-443.52-12	SEPAC INCORPORATED	EFT:	1,035.00
02/2024			001117			00	03/22/2024	531-4320-443.52-12	GRAINGER	EFT:	239.84
02/2024			001118			00	03/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	9.59
02/2024			001119			00	03/22/2024	531-4320-443.52-05	BIG O TIRES OF GARDNER	EFT:	34.00
02/2024			001034			00	03/22/2024	531-4330-443.53-02	AMAZON.COM RB3UA0PF0	EFT:	124.95
02/2024			001039			00	03/22/2024	531-4330-443.53-02	NGROS WSTRN STR#2 INC	EFT:	389.77
02/2024			001047			00	03/22/2024	531-4330-443.53-02	AMAZON.COM RZ0E80NA2	EFT:	110.97
02/2024			001086			00	03/22/2024	531-4330-443.52-04	OREILLY 354	EFT:	46.34
02/2024			001087			00	03/22/2024	531-4330-443.52-20	WAL-MART #5307	EFT:	49.98
02/2024			001088			00	03/22/2024	531-4330-443.53-02	EEWW_OLATHE	EFT:	823.00
02/2024			001096			00	03/22/2024	531-4330-443.52-12	TELEDYNE INSTRUMENTS INC	EFT:	2,218.23
02/2024			000929			00	03/22/2024	551-4520-445.47-04	USPS PO 1933770514	EFT:	8.73
02/2024			000935			00	03/22/2024	551-4520-445.31-15	GOV KDHE ENVIRONMENT	EFT:	53.25
02/2024			000945			00	03/22/2024	551-4520-445.52-20	WESTLAKE HARDWARE #179	EFT:	13.99
02/2024			000949			00	03/22/2024	551-4520-445.43-02	OREILLY 354	EFT:	56.37
02/2024			000976			00	03/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	15.10
02/2024			000977			00	03/22/2024	551-4520-445.43-05	TVH PARTS CO.	EFT:	68.00
02/2024			000980			00	03/22/2024	551-4520-445.43-03	CES 491	EFT:	180.00
02/2024			000982			00	03/22/2024	551-4520-445.43-03	CONSTRUCTION MATERIALS	EFT:	9.78
02/2024			000983			00	03/22/2024	551-4520-445.43-03	CONSTRUCTION MATERIALS	EFT:	653.12
02/2024			000986			00	03/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	126.66
02/2024			000987			00	03/22/2024	551-4520-445.43-03	CES 491	EFT:	277.91
02/2024			000988			00	03/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	3.18
02/2024			000989			00	03/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	25.34
02/2024			001120			00	03/22/2024	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	31.92
02/2024			001121			00	03/22/2024	551-4520-445.52-20	EEWW_OLATHE	EFT:	202.30
02/2024			001122			00	03/22/2024	551-4520-445.43-04	CES 491	EFT:	53.25
02/2024			001123			00	03/22/2024	551-4520-445.43-04	OTTAWA CO-OP	EFT:	590.65
02/2024			001124			00	03/22/2024	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	26.72
02/2024			000849			00	03/22/2024	601-1230-412.46-02	FMCSA D&A CLEARINGHOUSE	EFT:	125.00
02/2024			000850			00	03/22/2024	601-1230-412.31-15	SQ ACA CATERING	EFT:	379.00
02/2024			000851			00	03/22/2024	601-1230-412.31-15	WAL-MART #5307	EFT:	24.79
02/2024			000852			00	03/22/2024	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	15.00
02/2024			000859			00	03/22/2024	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	6.60

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
02/2024			000860			00	03/22/2024	602-1340-413.52-06	AMAZON.COM R278Y64M1	EFT:	299.91
02/2024			000861			00	03/22/2024	602-1340-413.52-06	AMAZON.COM R22D96771	EFT:	11.13
02/2024			000863			00	03/22/2024	602-1340-413.52-06	AMZN MKTP US RI7VG9F31	EFT:	61.68
02/2024			000864			00	03/22/2024	602-1340-413.52-06	AMZN MKTP US	EFT:	31.99-
02/2024			000865			00	03/22/2024	602-1340-413.52-06	AMAZON.COM RI3HR4XE1	EFT:	31.99
02/2024			000866			00	03/22/2024	602-1340-413.52-06	AMAZON.COM RI9HT0XM1	EFT:	61.79
02/2024			000867			00	03/22/2024	602-1340-413.52-06	AMZN MKTP US RI73P1MQ1	EFT:	29.69
02/2024			000868			00	03/22/2024	602-1340-413.52-06	AMZN MKTP US	EFT:	29.69-
02/2024			000869			00	03/22/2024	602-1340-413.52-06	AMZN MKTP US RI7WN5IW1	EFT:	63.60
02/2024			000870			00	03/22/2024	602-1340-413.47-05	DLT SOLUTIONS- LLC	EFT:	2,391.90
02/2024			000992			00	03/22/2024	603-3150-431.52-01	AMZN MKTP US R04182R31	EFT:	59.96
02/2024			000993			00	03/22/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	18.54
02/2024			000994			00	03/22/2024	603-3150-431.43-01	CHAFFEE LOK-PRO	EFT:	23.00
02/2024			000995			00	03/22/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	34.98
02/2024			000996			00	03/22/2024	603-3150-431.52-01	RAMAIR INC	EFT:	478.24
02/2024			000997			00	03/22/2024	603-3150-431.43-01	CHAFFEE LOK-PRO	EFT:	10.00
02/2024			000998			00	03/22/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	18.96
02/2024			000999			00	03/22/2024	603-3150-431.52-01	GRAINGER	EFT:	169.85
02/2024			001000			00	03/22/2024	603-3150-431.43-01	CHAFFEE LOK-PRO	EFT:	16.00
02/2024			001001			00	03/22/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	70.81
02/2024			001002			00	03/22/2024	603-3150-431.52-01	AMAZON RET 113-744956	EFT:	10.28
02/2024			001003			00	03/22/2024	603-3150-431.52-01	AMAZON.COM RW0SY5ZI2	EFT:	9.98
02/2024			001004			00	03/22/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	6.31
02/2024			001005			00	03/22/2024	603-3150-431.43-01	CHAFFEE LOK-PRO	EFT:	8.00
02/2024			001006			00	03/22/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	8.88
02/2024			001007			00	03/22/2024	603-3150-431.52-01	AMZN MKTP US RW6900DV1	EFT:	175.99
02/2024			001008			00	03/22/2024	603-3150-431.52-01	AMZN MKTP US RW7BL12R1	EFT:	21.99
02/2024			001009			00	03/22/2024	603-3150-431.52-01	AMZN MKTP US RZ03V5TP2	EFT:	65.99
02/2024			001010			00	03/22/2024	603-3150-431.52-01	AMZN MKTP US RZ4IU6AM2	EFT:	13.88
02/2024			001011			00	03/22/2024	603-3150-431.52-01	AMAZON RET 113-770933	EFT:	75.99
02/2024			001012			00	03/22/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	48.42
02/2024			001013			00	03/22/2024	603-3150-431.53-02	WESTLAKE HARDWARE #179	EFT:	19.75
02/2024			001014			00	03/22/2024	603-3150-431.52-02	AMZN MKTP US R24JJ7561	EFT:	34.99
02/2024			001015			00	03/22/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	23.76
02/2024			001016			00	03/22/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	27.98
02/2024			001017			00	03/22/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	30.46
02/2024			001018			00	03/22/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	31.29
02/2024			001019			00	03/22/2024	603-3150-431.53-02	THE HOME DEPOT 2218	EFT:	278.97
02/2024			001020			00	03/22/2024	603-3150-431.53-02	AMZN MKTP US RI8WR1980	EFT:	19.99
02/2024			001021			00	03/22/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	9.84
02/2024			001022			00	03/22/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	101.92
02/2024			001023			00	03/22/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	42.92
02/2024			000855			00	03/22/2024	604-1320-413.52-20	STAPLS7625877529000001	EFT:	55.06
02/2024			000856			00	03/22/2024	604-1320-413.52-20	STAPLS7626263166000001	EFT:	234.74
02/2024			000857			00	03/22/2024	604-1320-413.52-20	STAPLS7626839274000001	EFT:	23.96
02/2024			000930			00	03/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	68.76
02/2024			000934			00	03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	3.99
02/2024			000941			00	03/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	138.06
02/2024			000942			00	03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	29.73

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER					
02/2024	000946		00 03/22/2024	605-3116-431.52-04	AMZN MKTP US RB0YO6B20	EFT:	110.94
02/2024	000947		00 03/22/2024	605-3116-431.43-05	BRETS AUTOWORKS 0000522	EFT:	73.40
02/2024	000948		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	4.41
02/2024	000950		00 03/22/2024	605-3116-431.52-20	WESTLAKE HARDWARE #179	EFT:	10.38
02/2024	000951		00 03/22/2024	605-3116-431.31-15	JOCO MOTOR VEHICLE OLATHE	EFT:	67.50
02/2024	000952		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	9.15
02/2024	000953		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	149.99
02/2024	000954		00 03/22/2024	605-3116-431.31-15	JOCO MOTOR VEHICLE OLATHE	EFT:	1.62
02/2024	000955		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	77.77
02/2024	000956		00 03/22/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	961.34
02/2024	000957		00 03/22/2024	605-3116-431.53-02	AMZN MKTP US RB2C74XV1	EFT:	19.49
02/2024	000959		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	4.99
02/2024	000960		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	9.98
02/2024	000961		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	13.20
02/2024	000962		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	79.30
02/2024	000963		00 03/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	36.73
02/2024	000964		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	272.90
02/2024	000965		00 03/22/2024	605-3116-431.52-20	OREILLY 354	EFT:	4.32
02/2024	000966		00 03/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	28.58
02/2024	000967		00 03/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	46.26
02/2024	000968		00 03/22/2024	605-3116-431.52-05	BOMGAARS 127	EFT:	24.88
02/2024	000969		00 03/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	58.64
02/2024	000972		00 03/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	23.58
02/2024	000975		00 03/22/2024	605-3116-431.52-05	MURPHY TRACTOR 31	EFT:	841.50
02/2024	001157		00 03/22/2024	702-6110-461.54-52	WARREN PLA (2 OF 2 PA	EFT:	179.50
02/2024	001160		00 03/22/2024	702-6110-461.54-52	WAL-MART #5307	EFT:	10.32
02/2024	001161		00 03/22/2024	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	47.10
02/2024	001163		00 03/22/2024	702-6110-461.54-52	DOMINOS 6328	EFT:	391.98
02/2024	001165		00 03/22/2024	702-6110-461.54-52	CHAMPION TEAMWEAR	EFT:	287.76
02/2024	001167		00 03/22/2024	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	121.94
02/2024	001176		00 03/22/2024	702-6110-461.54-52	USD 231 FEES-STORE	EFT:	12.00
02/2024	001178		00 03/22/2024	702-6110-461.54-52	AMZN MKTP US RW3K535C1	EFT:	95.55
02/2024	001179		00 03/22/2024	702-6110-461.54-52	AMZN MKTP US RZ4J34C92	EFT:	26.49
					VENDOR TOTAL *	.00	61,556.91
					EFT/EPAY TOTAL ***		61,556.91
					TOTAL EXPENDITURES ****	.00	61,556.91
				GRAND TOTAL *****			61,556.91

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 3

**MEETING DATE:** APRIL 1, 2024

**STAFF CONTACT:** AMY FOSTER, BUSINESS SERVICES MANAGER

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**Agenda Item:** Consider authorizing the City Administrator to execute an agreement with Tyler Technologies, Inc. for municipal court credit card processing services for online and point of sale credit card transactions.

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Staff Recommendation:**

Authorize the City Administrator to execute an agreement with Tyler Technologies, Inc. for municipal court credit card processing services for online and point of sale credit card transactions.

### **Background/Description of Item:**

Since 2001, Tyler Technologies, Inc. has provided the City's municipal court software, which includes the municipal court operational and cash receipts applications. In November 2011, the City signed an agreement with Tyler Technologies, Inc., and ETS to provide credit card processing services for online and point of sale credit card transactions, as they had formed a partnership to provide seamless credit card payments through the Tyler Technologies, Inc., cash receipts application. In July 2018, ETS was acquired by Elavon. Elavon, upheld the existing agreements between ETS and clients, without requiring new agreements.

In 2020, Tyler Technologies, Inc. announced they had designed a new application called Municipal Justice Payments, which is a payment engine for credit card processing that utilizes a third-party processor that Tyler Technologies, Inc. will contract directly with for credit card processing, eliminating the need for the City to sign an agreement with a third party vendor for credit card processing services. Tyler Technologies, Inc., has announced that they will terminate their partnership agreement with Elavon effective December 31, 2024, and will no longer support direct credit card processing through Elavon into the Tyler Technologies, Inc. cash receipts applications.

Staff researched the available options to continue credit card processing for Municipal Court.

The first option would be to negotiate and sign an independent agreement with Elavon and run credit card transactions through the Elavon online portal and manually enter the credit card payments into the Tyler Technologies, Inc. cash receipts software application. This dual entry process could lead to time inefficiencies and potential data entry errors.

The second option, Tyler Technologies, Inc., Municipal Justice Payments would eliminate the need to have an additional contract with a third party vendor for credit card processing. The credit card processing would be completed directly through the cash receipts application software. Credit card payments would be applied in real time on the defendants' case file. Tyler Technologies, Inc. has a flexible fee structure with no subscription or licensing costs, providing potential cost savings to its existing municipal court software customers. City staff completed a cost comparative study using the credit card transactions from 2022 and partial year 2023 and found that using the proposed fee

structure the annual cost would be comparative to what it was with Elavon. Tyler Technologies, Inc. agreed to set the rates for the three-year term of the agreement.

The third option available would be to negotiate an agreement with Global Payments, Inc. a third party vendor that will still be partnered with Tyler Technologies, Inc.

Staff evaluated all three options and determined that the Tyler Technologies, Inc. payment processor Municipal Justice Payments, is the “best fit” to meet the requirements of the City’s municipal court day-to-day operations and also provides a seamless upgrade for our customers. Customers will not see any changes in the way credit card payments are processed. The City of Gardner will see monthly savings on the credit card fees. The City of Gardner will be required to update the card readers for the point-of-sale transactions for a one-time charge of \$1,587.00 (3 readers at \$529.00 each).

**Financial Impact:**

- One time equipment purchase for card swipers at \$529.00 each. Total of 1,587.00.
- Annual PCI Service Fee \$540.00
- Cost savings paying a flat transaction fee of \$0.91 per item from \$0.10 to \$2.00 per item and rate of .91% versus a variable rate of .05% to 2.85%.

**Attachments included:**

- Tyler Technologies, Inc. Sales Quotation for Municipal Justice Payments
- Tyler Payments Fee Schedule
- Payment Card Processing Agreement

**Suggested Motion:**

Authorize the City Administrator to execute an agreement with Tyler Technologies, Inc. for municipal court credit card processing services for online and point of sale credit card transactions.



**Sales Quotation For:**

City of Gardner  
 120 E Main St  
 Gardner KS 66030-1310  
 Amy Foster  
 +1 (913) 856-0925  
 afoster@gardnerkansas.gov

Quoted BY Jordan Marcotte  
 Quote Expiration 4/5/24  
 Quote Name Tyler Payments

**Payments**

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Tyler One										
Municipal Justice Payments	Municipal Justice				0.91%	\$ 0.91		X	X	
Payments - Other Fees										
Tyler One										
Credit Card Chargebacks		\$ 15.00								

**Client Card Cost - Interchange Plus**

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

**Credit Card Chargebacks**

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

<b>Third Party Software &amp; Hardware</b>				
Description	Quantity	Unit Price	Extended Price	Annual
<b>Tyler One</b>				
<b>Payments</b>				
PCI Service Fee (Per Device)	3	\$ 0	\$ 0	\$ 540
Payments EMV Card Reader Purchase	3	\$ 529	\$ 1,587	\$ 0
<b>TOTAL:</b>			<b>\$ 1,587</b>	<b>\$ 540</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Third Party Hardware, Software, Services	\$ 1,587	\$ 540
Total Tyler Services		
<b>Summary Total</b>	<b>\$ 1,587</b>	<b>\$ 540</b>
<b>Contract Total</b>	<b>\$ 2,127</b>	

## Comments

Section 12A of the payment card processing agreement is modified by addition of the following sentence: For the avoidance of doubt, in the event the agreement under which Merchant receives access to the Tyler Software with which Tyler Payments is used terminates, this Payment Card Processing Agreement terminates as of the same date.

City of Gardner is exempt from rate increases for the first three years of processing beginning when the service is installed and payments can be taken. Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

## Municipal Justice Payments

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

## Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.



- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

**Tyler Payments Fee Schedule**

**Client Electronic Payment Costs (Cost Plus Fee Model)**

*if absorbing the transaction costs*

Client Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express for transactions on top of bank and card brand fees

0.91% + \$0.91

Applies to:

- Court: Online and In Person

**Miscellaneous Costs**

Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e-g. stolen card)

\$15.00

Monthly Gateway Fee – Per merchant account

\$10.00

Annual PCI Compliance Fee – Per merchant account

\$99 annually

Card Terminal Purchase – per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support

Payments EMV Card Reader Purchase: \$529 (one-time fee per device)  
Plus \$180 annual per device PCI service fee

# Payment Card Processing Agreement

This Payment Card Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Client (the "Merchant").

## 1. ACKNOWLEDGEMENTS

- a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.
- b. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.
- c. Tyler represents that the terms and provisions of this Processing Agreement are not inconsistent with the terms and provisions of the agreements between Tyler and such third party providers.

## 2. MEMBER BANK AGREEMENT REQUIRED

- a. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.
- b. Merchant shall complete an application with the Member with which Tyler has contracted, and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Transactions Merchant submits for processing through the Tyler service.
- c. Merchant acknowledges that Tyler may have agreed to be responsible for Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.

## 3. SETTLEMENT AND CHARGEBACKS

- a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.
- b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.
- c. Chargebacks. Chargebacks shall be paid by Merchant in accordance with the Member Bank Agreement.
- d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

## 4. FEES AND INVOICING

- a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit A attached hereto and incorporated herein.

- b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.
- c. Payment of Fees.
- i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid.
  - ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees, Tyler shall invoice Merchant for services and service fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and service fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.
  - iii. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, interchange fees, dues, assessments, card brand fees, and Tyler fees.
  - iv. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

## 5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 10(c)) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

## 6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

## 7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

- a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.
- b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer

other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

## 8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.
- c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Processing Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Processing Agreement.
- d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Processing Agreement for any compensation, consideration, or value.
- e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.
- f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

## 10. INDEMNIFICATION

- a. Chargebacks. Merchant acknowledges that Tyler has agreed to be responsible for Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, however, in the event Member assesses any such chargeback or dispute related fees to Tyler, Tyler shall invoice the same to Merchant.
- b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges.
- c. Intellectual Property.
  - i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),
  - ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its

awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

- d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

## 11. TAXES

- a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.
- b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

## 12. TERM, SUSPENSION, AND TERMINATION

- a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Order Form; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b).
- b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).
- i. For purposes of this Section, "Cause" means either:
- A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
  - B. if Tyler services provided under this Processing Agreement fail to conform to generally accepted standards for such services in the Card processing industry and, after ninety (90) days written notice, Tyler does not rectify its failure of performance;
  - C. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
  - D. breach of Section 7; or
  - E. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
- ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.
- iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.
- c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

## 13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

## 14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.
- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.
- d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, including an agreement for other Tyler software or services with which Tyler Payments is included.
- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.
- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.
- i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Tyler shall make such books and records available to Merchant during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.
- l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God,

war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

## 15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council.
- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.
- f. Member or Member Bank means an entity that is a member of the Associations.
- g. Order Form means a document listing the pricing associated with this Processing Agreement.
- h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.
- j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

## Exhibit A

### Payment Service Devices/Equipment – Rental and Purchase

This Exhibit A is incorporated into that certain Payment Card Processing Agreement between Tyler and Merchant (the "Agreement").

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT
  - a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
  - b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) ("Equipment") to Merchants



within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request.

- c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant's address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
- d. Rights and Restrictions. Tyler shall process payments received from Merchant's Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler's designee into the Payment Services Devices. Merchant agrees that all of Merchant's over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant's business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.
- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.
- f. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Merchant shall be responsible for compliance with PCI DSS version 3.2.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

## 2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

## 3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.
- b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

Updated 10/26/21

## Agree to Terms

By providing information in the required fields below, you confirm the following:

- You are authorized to bind the Client listed.

- You have read, understand, and agree to these terms and conditions.

Client Name

Email Address

Submit

## Terms of Use Contents

- Acknowledgements
- Member Bank Agreement Required
- Settlement and Chargebacks
- Fees and Invoicing
- License
- Third Party Providers
- Tyler Confidential and Proprietary Information
- Representations and Warranties
- Limitation of Liability
- Indemnification
- Taxes
- Term, Suspension, and Termination
- Dispute Resolution
- Miscellaneous
- Certain Definitions
- Exhibit A

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# COUNCIL ACTION FORM

# OLD BUSINESS No. 1

**MEETING DATE:** APRIL 1, 2024

**STAFF CONTACT:** DAVID KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

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**Agenda Item:** Consider adopting an ordinance approving a rezoning County RUR (Rural) District to A (Agriculture) District; for potential animal care facility located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).

**Strategic Priority:** Economic Development; Asset and Infrastructure Management

**Department:** Community Development

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Since the March 4, 2024 Governing Body meeting supplemental application materials have been provided by the applicant and are included with the Committee Recommendation No. 2 materials in this packet.

### **Governing Body Action (March 4, 2024)**

After discussion regarding application 23-303-01 a motion was made to adopt the recommendation of the Planning Commission denying the rezoning request and such motion failed. A second motion was then made and passed to continue the item to a time determined by staff. (Please refer to the March 4, 2024 minutes related to Committee Recommendation Items No. 1 and No. 2.)

### **Planning Commission Recommendation:**

After review of application 23-303-01, a rezoning for Gardner Pet Lodge (parcel ID: CP19000000 0004), and staff report dated January 18, 2024, the Planning Commission recommends denial of the applications as proposed and forwards the application to the Governing Body.

Motion carried 6-1

### **Staff Recommendation:**

Staff recommends approval of the rezoning.

### **Actions:**

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

1. Adopt the Planning Commission recommendation (simple majority vote);
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body (approving the ordinance); or 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 receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the

Planning Commission as a resubmission of the original recommendation and proceed accordingly.

**Financial Impact:**

None.

**Other Impacts:**

None

**Attachments included:**

- Ordinance No. 2796
- January 22, 2024 Planning Commission packet
- January 22, 2024 draft Planning Commission minute excerpt

**Suggested Motion:**

Override the recommendation of the Planning Commission and approve Ordinance No. 2796, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

or

Adopt the recommendation of the Planning Commission and deny the rezoning of certain land located in the City of Gardner, Kansas.

**ORDINANCE NO. 2796**

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

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

**SECTION ONE:** That having received a recommendation from the Planning Commission on January 22, 2024, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas, Land Development Code, rezoning from RUR (County-Rural) District to City of Gardner A (Agriculture) District is approved on lands legally described as follows:

**CASE NO. 23-303-01**

Rezoning from County RUR (Rural) District to City of Gardner A (Agriculture) District:

**Legal Description:**

All that part of the Southeast Quarter of Section 2, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Lot 4, FREUNDS & NEIGHBORS, a subdivision in the Johnson County, Kansas, according to the recorded plat thereof.

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

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

PASSED by the Governing Body this 1<sup>st</sup> day of April, 2024.

SIGNED by the Mayor this 1<sup>st</sup> day of April, 2024.

*(remainder of page intentionally left blank)*

(SEAL)

CITY OF GARDNER, KANSAS

---

Todd Winters, Mayor

Attest:

---

Renee Rich, City Clerk

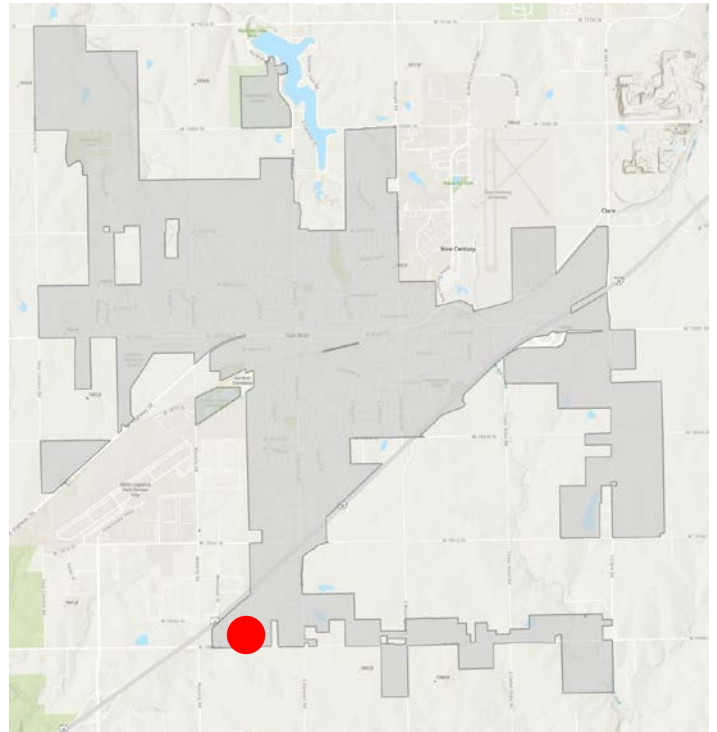
Approved as to form:

---

Ryan B. Denk, City Attorney

## Project Name: Gardner Pet Lodge

PROJECT NUMBER	23-303-01
REQUEST	REZONING, CONDITIONAL USE PERMIT, SITE PLAN
APPLICANT	ALLENBRAND DREWS
OWNER	JASON & ANGELA CARMAN
ADDRESS	29852 W 199TH ST
PARCEL ID	CP19000000 0004



### Executive Summary

PRESENT ZONING:	RUR
PROPOSED ZONING:	A
PRESENT LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	PET LODGING
TOTAL SITE AREA:	10 ACRES
PROP BUILDING TYPES:	80' X 40' BUILDING



### Staff Recommendation

Staff recommends approval of application 23-303-01, a Rezoning, Site Plan, and Conditional Use Permit for Gardner Pet Lodge with the condition(s) in the recommended motion.



**Context:**

**Background/History**

The property was platted in the County on March, 1996 and subsequently annexed into the City on December 18, 2020 (Ord. 2690). It is currently being used for a single family residence.

**Surrounding Zoning and Land Use**

Zoning	Use(s)
<b>North of Subject Property</b>	
R-1 (Single Family Residential) and R-3 (Garden Apartment) Districts	Tuscan Farms
<b>East of Subject Property</b>	
R-1 (Single Family Residential) District	Single family residences
<b>South of Subject Property</b>	
RUR (Rural) District	Vacant
<b>West of Subject Property</b>	
RUR (Rural) District	Single family residence

**Utilities / Infrastructure**

**Electric**

Electric service is provided by Evergy.

**Water**

Water Service is provided by Johnson County Rural Water District 7.

**Sanitary Sewer**

Private sanitary sewer service is located on-site.

**Storm Sewer**

Additional storm water management will be required for the animal boarding facility as outlined in the conditions of approval.

**Roadway Network & Vehicular Access**

Access will be off of 199th Street. Additionally the drive access to the kennel will need to meet Fire District #1 requirement of being able to withstand 75,000 lbs. load for emergency vehicles.

**Review Criteria and Findings**

**Zoning Map Amendment (LDC Section 17.03.030 B.)**

- The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings; the requested change from County RUR (Rural) district to the City of Gardner A (Agricultural) district is the most compatible transition from County to City zoning districts.**
- The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts; the proposed zoning district and associated potential uses is compatible with the existing uses and zoning located around this site.**

3. **The suitability of the subject property for the uses to which it has been restricted;** *the subject property is suitable as restricted for current uses.*
4. **The extent to which removal of the restrictions will detrimentally affect nearby property;** *the current uses allowed are identical to the proposed zoning district uses.*
5. **The length of time the subject property has remained vacant as zoned;** *the property has an existing single family residence.*
6. **The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;** *the current property is zoned to a County district and the petition to rezone to a City of Gardner agriculture district will allow the City to restrict uses that may be incompatible with our current Land Development Code.*
7. **The recommendations of professional staff;** *see Staff recommendation below.*
8. **The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;** *the application is consistent with many goals and objectives of the Comprehensive Plan.*
9. **The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity;** *the existing use does not adversely affect the capacity or safety of any utilities, infrastructure or public services.*
10. **Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City;** *the rezoning application to "A" is necessary to grant the proposed Conditional Use permit that the applicant is requesting.*

#### **Conditional Use Permit (LDC Section 17.03.050 B.)**

1. **The application furthers the intent of the proposed zoning district and does not conflict with the intent of any abutting districts.** *Animal care is allowed as a conditional use in the A (Agriculture) district.*
2. **Compliance of any proposed development with the requirements of this Code.** *Since Animal Care is only permitted as a conditional use in the A zoning district, any particular request for a Conditional Use permit is subject to the restrictions and limitations that may include limiting the number of animals, size of the structure or type of use. In this case, the petitioner is requesting the facility be only used for temporary boarding of animals. Any changes to the specific use being requested will revoke the permit.*
3. **Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Code and the intent or design objectives of any applicable subsections of this Code.** *Please see the Conditions of Approval.*
4. **The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.** *Additional screening is being required along the east side of the proposed boarding facility. There is ample existing trees along the north and west sides that provide screening of the boarding facility.*
5. **The adequacy of drainage, utilities and other public facilities.** *Additional stormwater management and waste treatment improvements will be required to meet the City's standards. The petitioner will be required to construct and maintain these site improvements per the Public Works Department as part of an approved Conditional Use permit.*
6. **Compatibility with the character of the area in terms of building scale, building form, landscape and site design.** *The surrounding area is characterized by rural low density housing and agricultural uses. The overall design, layout and taking into consideration the onsite location the proposed use is compatible to the context of the surrounding properties.*
7. **Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.** *The proposed use is compatible with the rural context in regards to providing a service that is not readily available in this part of the community.*

*Certain noise mitigation measures applied toward the dog boarding facility are also required within the conditions of approval.*

8. **The application will not prevent development and use of the neighboring property in accordance with the applicable development regulations.** *Staff does not believe this development will hinder the future growth and development of neighboring properties.*
9. **The long range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.** *If the development of this facility follows all conditions it should not have a negative impact on existing and future uses within the area.*
10. **The recommendations of professional staff.** *Staff recommends approval of the Conditional Use permit with conditions as outlined in the recommended motion.*

### **Site Plan and Design Review (LDC Section 17.03.060 B.)**

1. **In general, any site plan in compliance with all requirements of this Code shall be approved.**
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.** *The applicant is required to construct several improvements to the site in order mitigate any noise concerns and provide adequate access for customers and emergency vehicles to the dog boarding facility. The petitioner has also said that all animals will be boarded within the building overnight to help with any noise concerns.*
  - b. **The design and arrangement of buildings and open spaces is consistent with good planning, landscape design and site engineering principles and practices.** *The overall site is approximately 9.5 acres which provides for enough open space, screening and separation of perceived noise nuisances and planned storm management for this use.*
  - 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.** *The proposed boarding building is around the size of a small accessory building within the context of this rural area.*
3. **The overall design is compatible to the context considering the location and relationships of other buildings, open spaces, natural features or site design elements.** *As mentioned above, most of the existing neighboring properties accessory buildings are similar in size and building materials. The Staff feels that the proposed building is compatible with other properties within close proximity to this site.*
4. **Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.** *Additional requirements are detailed within the suggested motion and conditions of approval.*
5. **The application meets the criteria for all other reviews needed to build the project as proposed.** *Staff feels that this application meets all criteria needed to build the project.*
6. **The recommendations of professional staff.** *Staff feel that the associated site plan meets the intent of the Land Development Code and recommends approval of the plan as outlined in the recommended motion.*

## **Staff Findings**

### **Rezoning**

The requested rezoning is in compliance with the Comprehensive Plan and the “Voluntary Consent Annexation Agreement” entered by the current property owners and the City.

### **Conditional Use Permit and Site Plan and Design Review**

Long range plans are not negatively impacted by the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

## Potential Actions

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

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

## Timeframe

Staff recommends a 5 year time limit, which is the typical timeframe for conditional use permits. The applicant may apply to renew the permit at the end of the 5 years. If the applicant decides to expand / change operations prior to expiration of the permit, a new conditional use permit application would be required in order to allow the Planning Commission to evaluate whether such expansion / change would be appropriate for the site.

## Recommended Motions

### Rezoning

After review of Application 23-303-01, a rezoning for 9.59 acres located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004) from RUR (County-Rural) District to A (Agriculture) District, and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the rezoning application.

### Conditional Use Permit and Site Plan and Design Review

After review of Application 23-303-01, a conditional use permit and the associated Site Plan for 9.59 acres located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004) from RUR (County-Rural) District to A (Agriculture) District, and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. All drive, access and parking area to and for the dog boarding facility from 199<sup>th</sup> Street shall be paved with a hard surface constructed to meet adopted City technical specifications and construction standards and withstand use by emergency services vehicles;
2. On the site plan, provide construction details for an area that addresses the treatment of high bacteria loads and specifications on how waste is being treated;
3. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and land disturbance and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
4. Provide visual screening from adjacent properties along the east side of the proposed facility;
5. Provide noise dampening measures within the wall construction of the boarding facility; and
6. This Conditional Use permit is for a 5 year period, starting on the date of approval by the Governing Body. After the 5 year period, if the applicant is abiding by all conditions they can apply for an extended Conditional Use permit through the Planning Commission and the Governing Body.

## Attachments

1. Site Plan

# SITE PLAN FOR CONDITIONAL USE PERMIT

## **GARDNER PET LODGE**

### LOT 4, FREUNDS & NEIGHBORS CITY OF GARDNER, JOHNSON COUNTY, KANSAS

OWNER: **JASON CARMAN**  
29852 W 199TH STREET  
GARDNER, KANSAS 66030  
PHONE: (913) 827-2248

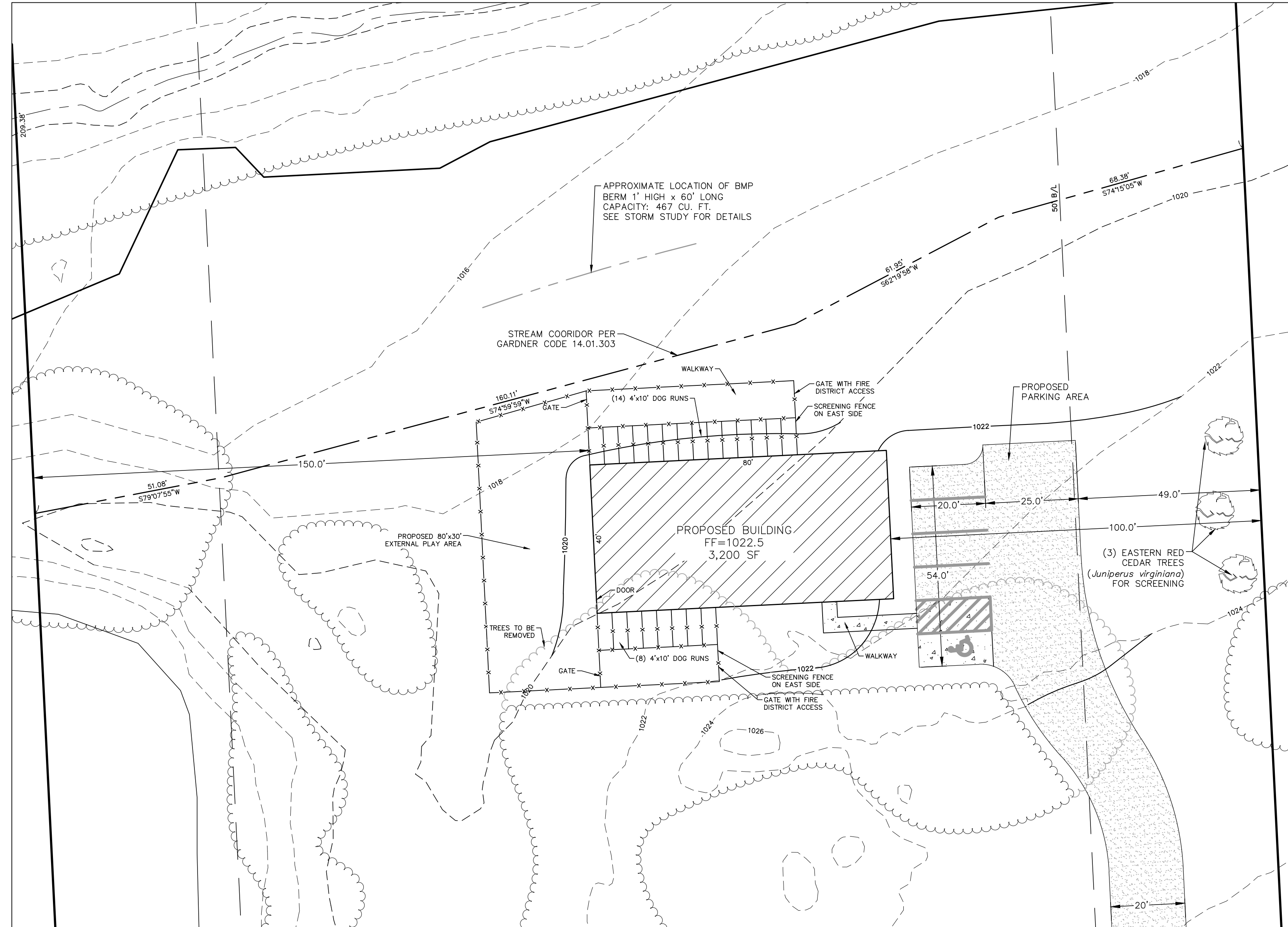
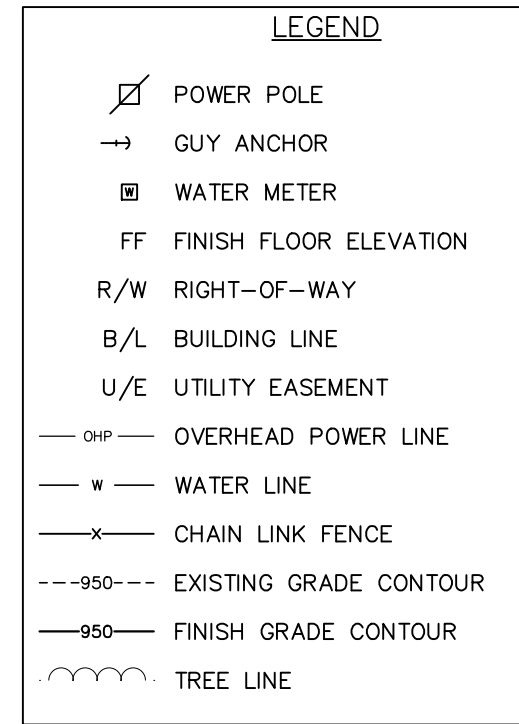
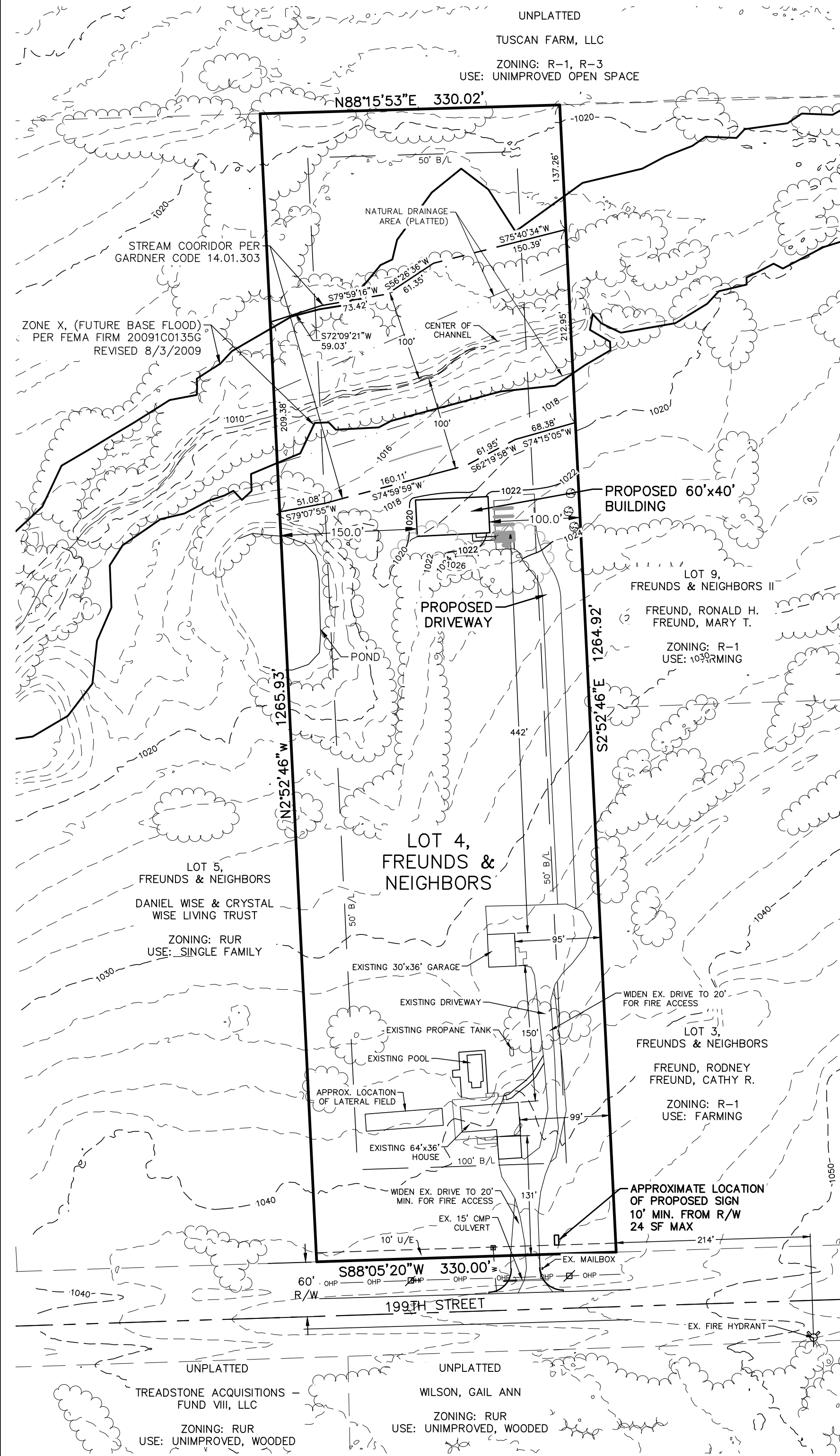
PREPARED BY: **ALLENBRAND-DREWS & ASSOCIATES, INC.**  
122 N. WATER STREET  
OLATHE, KANSAS 66061  
PHONE: (913) 764-1076

LEGAL DESCRIPTION  
(Per deed recorded in Bk. 201808, Pg. 004632)

Lot 4, FREUNDS & NEIGHBORS, a subdivision in Johnson County, Kansas, according to the recorded plat thereof.

[Now in the City of Gardner per Bk. 202301, Pg. 001489]

ADDRESS: 29852 W 199TH STREET



## Regular Agenda

### 1. Gardner Pet Lodge 23-303-01 Rezoning, Site Plan, & Conditional Use Permit (Continued from December 19, 2023)

#### Staff Presentation

Robert Case, Principal Planner presented the information in the staff report for Gardner Pet Lodge located approximately 1000' west of Gardner Road and 199<sup>th</sup> Street intersection and is bound by R-1 properties to the east and north, and by RUR zoned properties to the west and south. The lot is approximately 10 acres and is surrounded by similar-sized parcels. The proposed site includes a 3200-square-foot building to be used at a boarding facility. The location is surrounded by existing trees, however they will be required to provide additional screening along the east side. Since the last meeting, a stormwater management plan has been submitted and approved by the Public Works Department. To ensure minimum disruptions to the neighbors, additional conditions have been added to the list of recommended motions. The staff finds the proposed use complies with the Land Development Code and the conditional use permit review criteria have been addressed by the applicant.

Staff presented commissioners with a printed email received from a resident with concerns which will be made public record with meeting minutes.

#### Applicant Presentation

Jason Carman, 29852 W 199<sup>th</sup> St thanked the staff and commissioners for considering the item again. He stated there is a definite need for this type of facility and the location is well suited as the proposed location is similar in proximity to other neighboring structures. It is positioned so that it should not be a nuisance and has provided an acoustically insulated building where the dogs will be housed inside overnight. He referenced the previous detailed acoustic study presented at the last meeting. The only other dog boarding facility in Gardner is at the Veterinary Clinic which is capable of housing 80 dogs and is within 1000 feet of 100 residents. The proposed Pet Lodge location would only be in proximity to 8 private residents. He has taken feedback from one of the neighbors concerning light pollution and is willing to accommodate by making sure pickup and drop-off times will be within regular business hours. He said there are neighboring properties who operated commercial businesses for the last 20 years utilizing conditional-use permits. It would not be a special case or anomaly for the Pet Lodge to be operating in this area. The conditional use permits are made available to citizens for exactly this type of request and their land complies with the requirements. He hopes his thoughtful consideration of the proposal is taken into consideration and assures the intent to comply with the conditions.

#### Public Comments

Chair Ham invited the residents in the audience to the podium with comments or concerns.

Mary Freund, 19880 S Gardner Rd, said that she does not know of any businesses run on any neighboring properties as Mr. Carman mentioned. She still believes the dog kennel will be a nuisance and hopes the commissioners pay close attention to detail.

Ronald Freund, 19880 S Gardner Rd, expressed his concerns with the lack of tree screening abutting the property he owns to the east which is intends to sell. He is concerned about lighting from incoming cars as well as the lights on the building. He does not like the idea of a dog boarding facility in a residential subdivision.

Frank Bannister, 19815 S Gardner Rd, referenced the email he had written and was given to commissioners tonight. He expressed his opposition to the planned dog kennel and believes it will be a

social issue for the new subdivision being built to the north. He said that he used to coyote hunt and on a still day or night dogs can be heard as far as a mile away. He said he likes dogs and it would be a non-issue for him if not for barking dogs. He has neighbors to the north whose dogs currently bark all day so he anticipates it will be very hard to corral the noise of multiple dogs. He stated he does not think it is right to start allowing commercial facilities in a subdivision.

### Commission Discussion

Commissioner Combs asked what procedures were in place if the plan was approved and received complaints.

Mr. Knopick explained that any use is subject to nuisance laws and would typically be addressed first by the Code Enforcement officer and their typical timelines. If there were to be a substantiated complaint it would come back before the Planning Commission for further review. If the applicant did not adhere to conditions of approval it would also come back before the Commission.

Commissioner Jueneman said that he would be in favor of increasing the tree screening along the majority of the property lines if moving forward with approval.

Commissioner Cooper agreed with the increase of screening along property lines but also has concerns about the 5-year CUP timeline. She asked staff to clarify again what is involved if there were to be a revocation.

Mr. Knopick explained the steps that would lead to a revocation and the Planning Commission's role.

Commissioner Meder said that according to the Land Development Code, the agricultural districts are to promote open space and rural preservation and this does none of that. She said the pet lodge is an intense commercial use of land and does not fit the character of the residential area that abuts directly to the north. What individuals may consider a nuisance is subjective and would be unfair to the applicant to have to "pick up sticks" and leave because of complaints. Last meeting she requested more detail about how the animal waste was going to be managed but still hadn't been addressed. She would make a motion to deny because she does not see how this fits.

Chair Ham inquired about the request for a gravel drive on the site plan.

Mr. Knopick explained the applicant had requested as part of the application process but the staff has made a recommendation that all surfaces be paved as required by code.

Chair Ham asked the applicant what type of lighting is being proposed on the building as well as screening plans along the building.

Mr. Carman explained there would not be big bright lights but rather illuminated by lights in the soffits. He pointed out the existing tree lines on the north, west, and south sides of the property. They are willing to put trees on the east side of the building and along the drive if requested.

Mr. Knopick reminded the commissioners they are allowed to add conditions of additional screening as they see fit. He also explained the two separate motions that are being considered since the property is currently under Johnson County jurisdiction although within the city limits. The condition use permit can only be approved after the approval of rezoning from Johnson County RUR to Agriculture.

### **Motion made to deny the rezoning from Johnson County RUR to Gardner Agriculture.**

Motion: Commissioner Meder

Second: Commissioner Combs

**Motion carries unanimously 6-0**

Motion made after review of Application 23-303-01, a conditional use permit, and the associated Site Plan for 9.59 acres located on the north side of 199th Street approximately 1300' west of Gardner Road (Tax ID 2P19000000 1005) from RUR (County-Rural) District to A (Agriculture) District, and a staff report dated January 18, 2024, the Planning Commission recommends the Governing Body deny the application

Motion: Commissioner Meder  
Second: Commissioner Combs  
**Motion carries 5-1.**

Recording of this meeting can be found here:  
<https://www.youtube.com/watch?v=vHi0RuVYnV0&t=1893s>

DRAFT



# COUNCIL ACTION FORM

# OLD BUSINESS No. 2

**MEETING DATE:** APRIL 1, 2024

**STAFF CONTACT:** DAVID KNOPIK, COMMUNITY DEVELOPMENT DIRECTOR

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**Agenda Item:** Consider adopting an ordinance approving a conditional use permit for an animal care facility located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).

**Strategic Priority:** Economic Development; Asset and Infrastructure Management

**Department:** Community Development

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Since the March 4, 2024 Governing Body meeting supplemental application materials have been provided by the applicant and are included on the following pages associated with this item.

### **Governing Body Action (March 4, 2024)**

As part of the discussion regarding application 23-303-01 a motion was made to approve the conditional use permit and such motion was withdrawn. A second motion was then made to continue the item in tandem with the associated rezoning item which passed. (Please refer to the March 4, 2024 minutes related to Committee Recommendation Items No. 1 and No. 2.)

### **Planning Commission Recommendation:**

After review of application 23-303-01, a conditional use permit and associated site plan for Gardner Pet Lodge (parcel ID: CP19000000 0004), and staff report dated January 18, 2024, the Planning Commission recommends denial of the application as proposed and forwards the application to the Governing Body.

Motion carried 6-1

### **Staff Recommendation:**

Staff recommends approval of the conditional use permit and associated site plan with the recommended conditions:

1. All drive, access and parking area to and for the dog boarding facility from 199th Street shall be paved with a hard surface constructed to meet adopted City technical specifications and construction standards and withstand use by emergency services vehicles;
2. On the site plan, provide construction details for an area that addresses the treatment of high bacteria loads and specifications on how waste is being treated;
3. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and land disturbance and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
4. Provide visual screening from adjacent properties along the east side of the proposed facility;
5. Provide noise dampening measures within the wall construction of the boarding facility; and
6. This Conditional Use permit is for a 5 year period, starting on the date of approval by the Governing Body. After the 5 year period, if the applicant is abiding by all conditions they

can apply for an extended Conditional Use permit through the Planning Commission and the Governing Body.

**Actions:**

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

1. Adopt the Planning Commission recommendation (simple majority vote);
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body (approving the ordinance); or 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 receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

**Financial Impact:**

None.

**Other Impacts:**

None

**Attachments included:**

- Ordinance No. 2797
- See Planning Commission packet and minutes excerpt associated with the related rezoning item.

**Suggested Motion:**

Override the recommendation of the Planning Commission and approve Ordinance No. 2797, an ordinance approving a conditional use permit on certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

or

Adopt the recommendation of the Planning Commission and deny the request for a conditional use permit on certain land located in the City of Gardner, Kansas.

# Gardner Pet Lodge

## **Gardner Pet Lodge - Why Gardner?**

- Gardner Pet Lodge is not a traditional boarding location but an interactive facility with indoor and outdoor play areas ensuring appropriate attention and playtime for pet residents. This is an expectation of many pet owners that is currently not served within the city and requires residents to travel outside of city for this offering
- Demand for pet lodging services in Gardner outpaces the supply resulting in residents required to extend to Spring Hill and Olathe for availability. It is estimated that 75% of demand currently leaves city due to limit of availability
- Affords opportunity for cross-building of services within the community for further economic growth and resident satisfaction. Gardner has professional veterinary clinics and grooming services available but very limited on lodging options. I expect there to be opportunities between these service providers to leverage each other to enhance overall business while creating closer-to-home solutions for Gardner residents
- It is our intention at Gardner Pet Lodge to donate a percentage of profits back to local charitable organizations

## Facility

Located on 10 acre plot nestled within surrounding tree lines to minimize visibility and naturally dampen acoustical migration

Building will be a 40' x 80' modern steel-sided machine shed style construction to maintain consistency with area and neighboring construction types

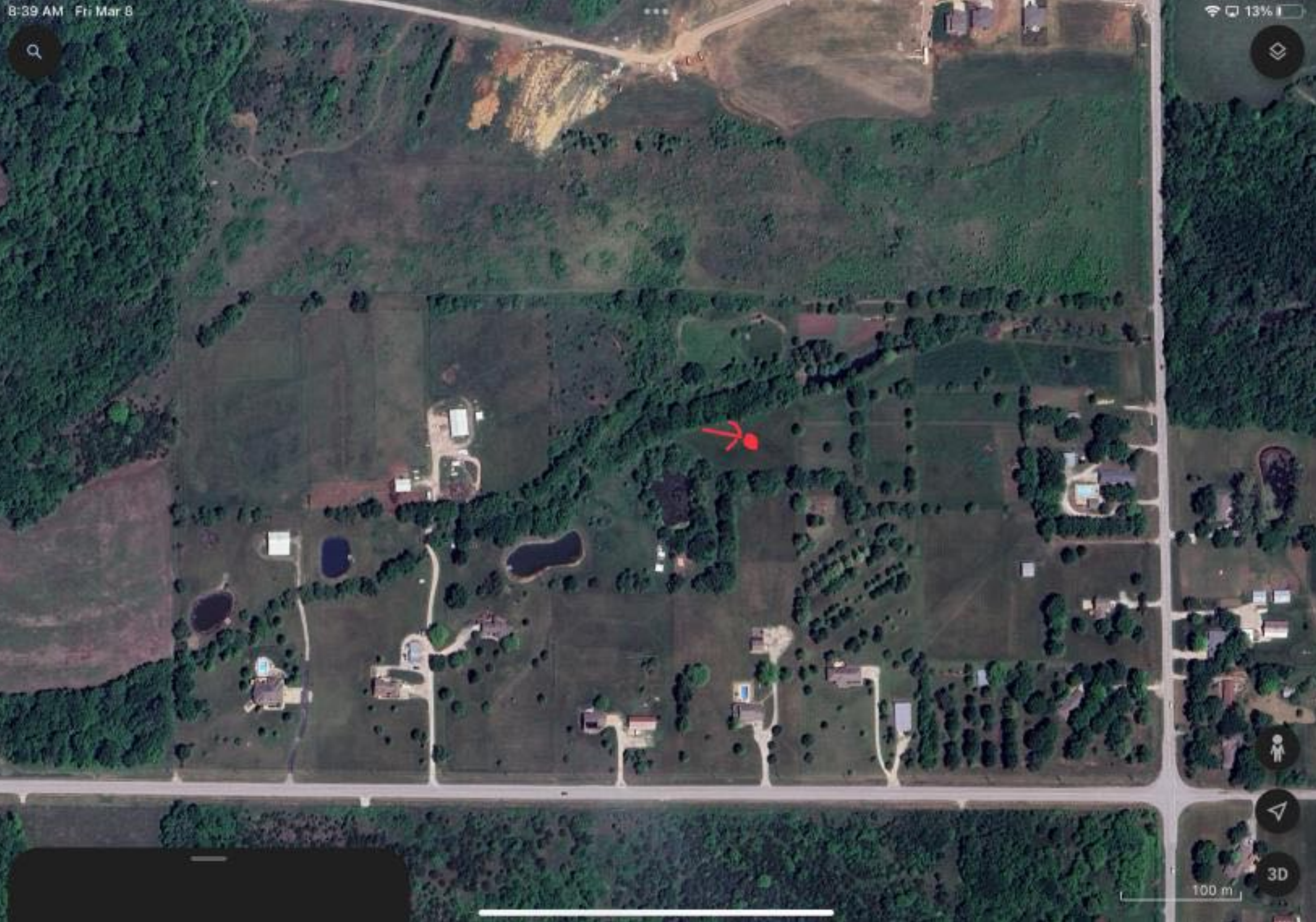
Building will incorporate high-density acoustical soundproofing insulation throughout to maximize acoustic dampening to exterior. Pets indoors no sound expected to be heard outside property line

Facility will include indoor and outdoor play areas. Outdoor play is actively managed. Dogs will be grouped by similar temperament in batches to maintain activity and minimize disturbances.

Expect only 5-10 dogs will be outdoors simultaneously

All animals will be lodged indoors overnight





100 m



Photo Location



# Sound Levels Estimates at Residences

Address	Distance	Sound Level Evening/Night	Sound Level Daytime Play Typical	If boarded the loudest 76 dogs in world
29750 W 199th	655'	0dB	43.68dB	67.68dB
29954 W 199th	885'	0dB	41.06dB	65.06dB
30056 W 199th	885'	0dB	41.06dB	65.06dB
30158 W 199th	1215'	0dB	38.31dB	62.31dB
30260 W 199th	1500'	0dB	36.48dB	60.48dB
19880 Gardner	1085'	0dB	39.29dB	63.29dB
19820 Gardner	985'	0dB	40.13dB	64.13dB
19770 Gardner	935'	0dB	40.58dB	64.58dB
Back Prop Line	410'	0dB	37.74dB	61.74dB

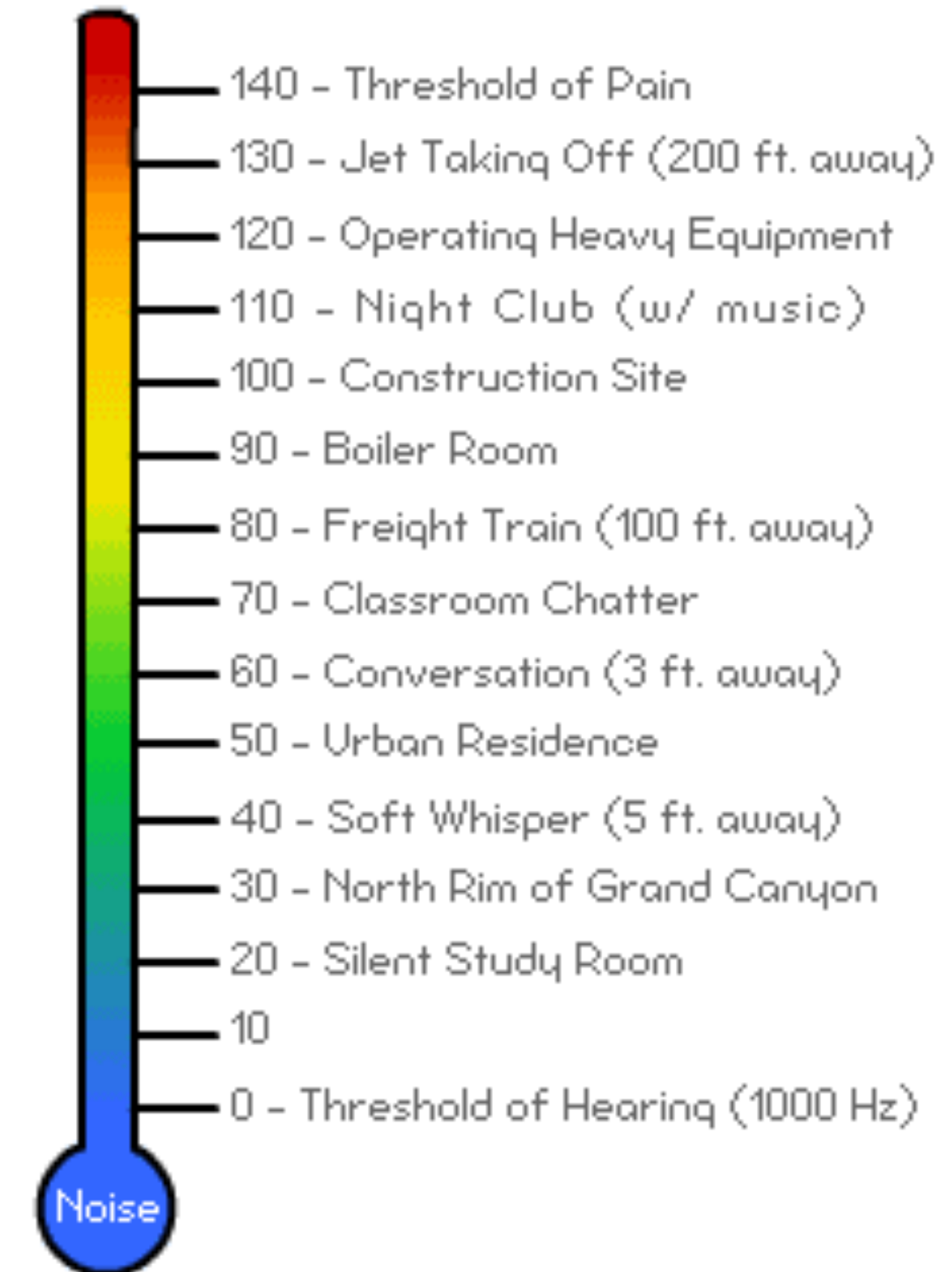
Residents will have more noise nuisance from 199th St or Gardner Rd traffic than they will from Gardner Pet Lodge

## Assumptions / Notes / Trivia

- 1) Calculations used inverse square law
- 2) Loudest Dog Bark ever recorded is 113dB
- 3) Loudest Group of dogs ever recorded was 76 dogs at 124dB
- 4) Typical/similar avg dog kennel noise is 85-100dB outdoors (calculations used 100dB)
- 5) Insulation STC level of 55 used in building
- 6) North Tree lines provide 10dB attenuation due to density of tree lines)

## Typical Sound Levels (dBA)

[https://www.osha.gov/dts/osta/otm/new\\_noise](https://www.osha.gov/dts/osta/otm/new_noise)





**Assumptions:**

Typical Dogs Outside 100dB  
STC Attenuation Building: 55dB

Assumes Free Space Outside Lodge Area

\*Negligible Area\*

Additional Attenuation North of Creek  
from Treeline Density

Dogs In (0dB): Inaudible  
Dogs Out (47.7dB): Residence

Dogs In (0dB): Inaudible  
Dogs Out (43.7dB): Soft Whisper

Dogs In (0dB): Inaudible  
Dogs Out (39.3dB): Soft Whisper

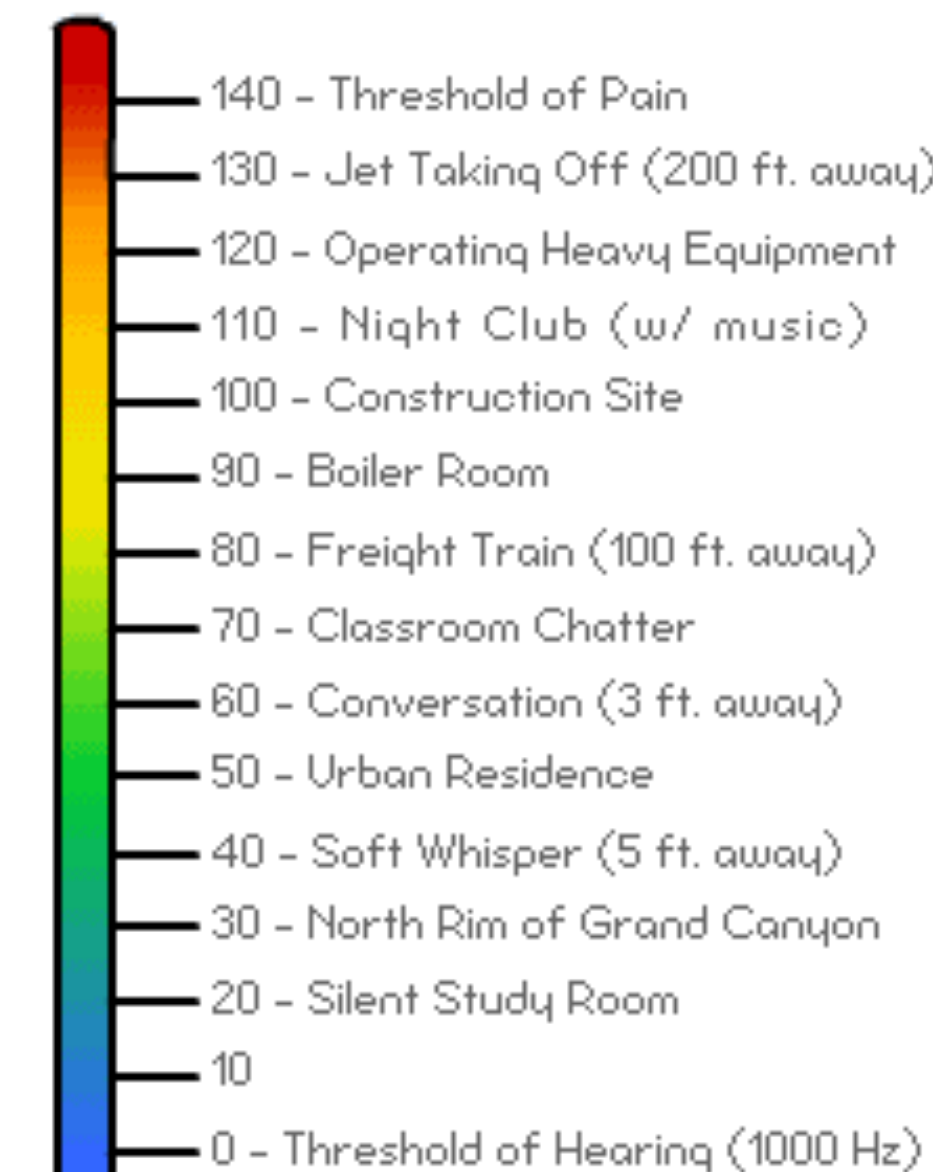
410'

655'

1085'

**Typical Sound Levels (dBA)**

[https://www.osha.gov/dts/osta/otm/new\\_noise](https://www.osha.gov/dts/osta/otm/new_noise)



Noise

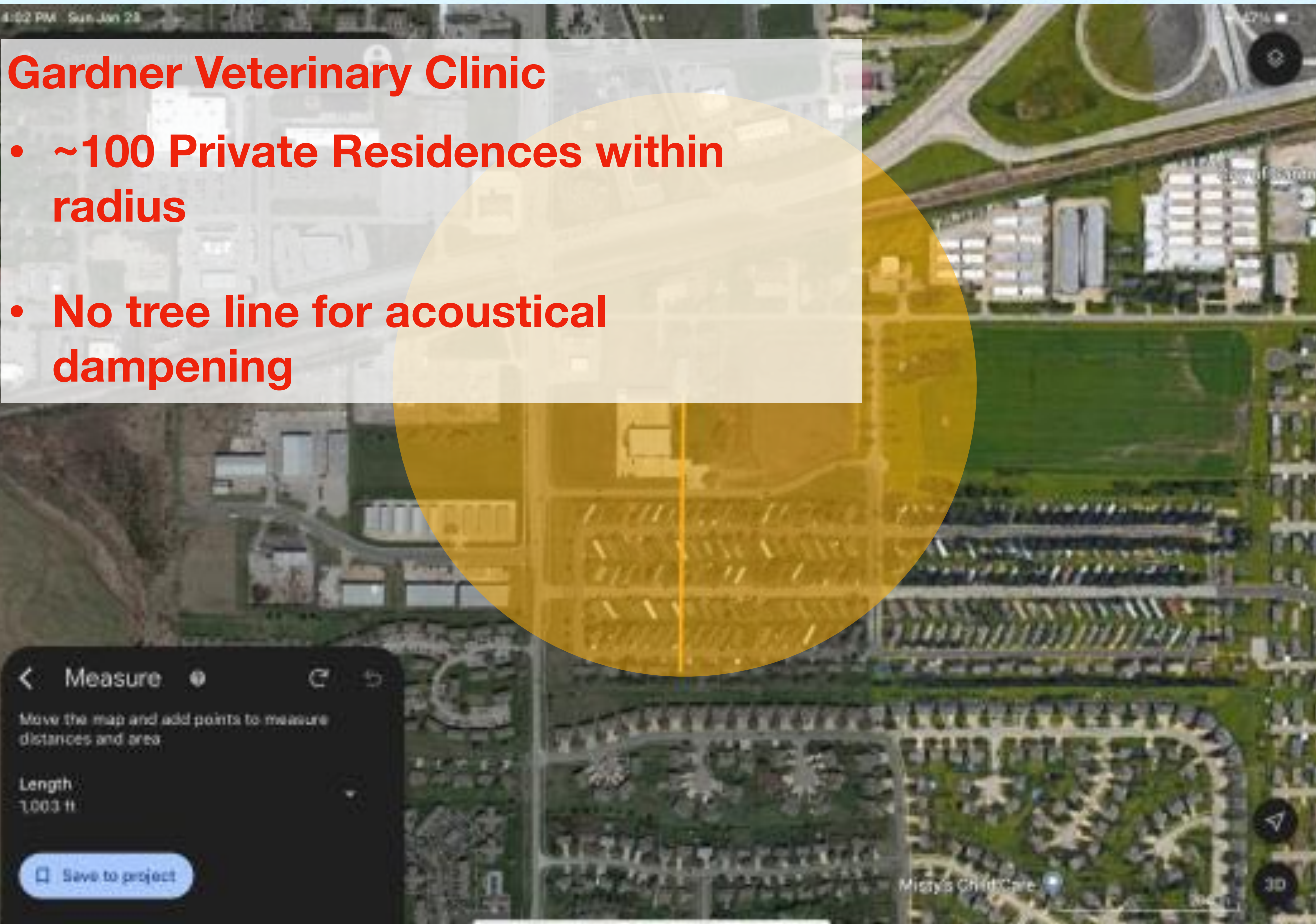
# Larger but Similar Facility Setup in Spring Hill Mystic Acres - 120x50' Facility Setup in Spring Hill

670'

585'

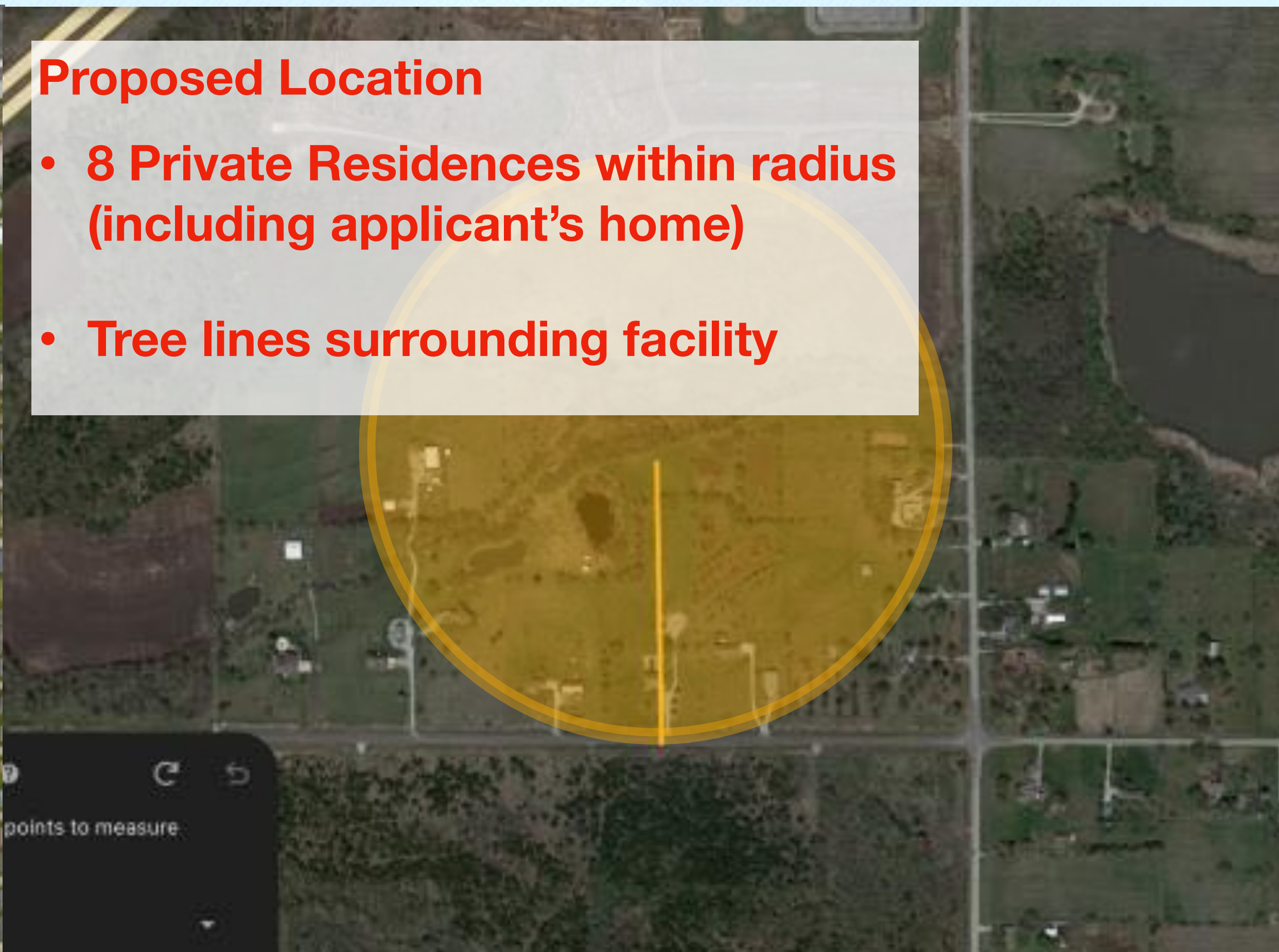
**Personally spoke with neighbors nearest to kennel facility. Neither had any complaints about noise, smell, etc - actually complimentary as they stated it was a non issue. Reported more noise from road than from Kennel Facility Mystic Acres is 88% larger facility and nearest neighbors are 10% closer with minimal natural acoustic barriers**

- The proposed location is ideal for this business type within city limits
- 92% fewer personal residences in area than Gardner Vet Clinic's kennel
- Other commercial businesses have historically or are currently operating within proposed area under conditional use permits



### **Gardner Veterinary Clinic**

- **~100 Private Residences within radius**
- **No tree line for acoustical dampening**

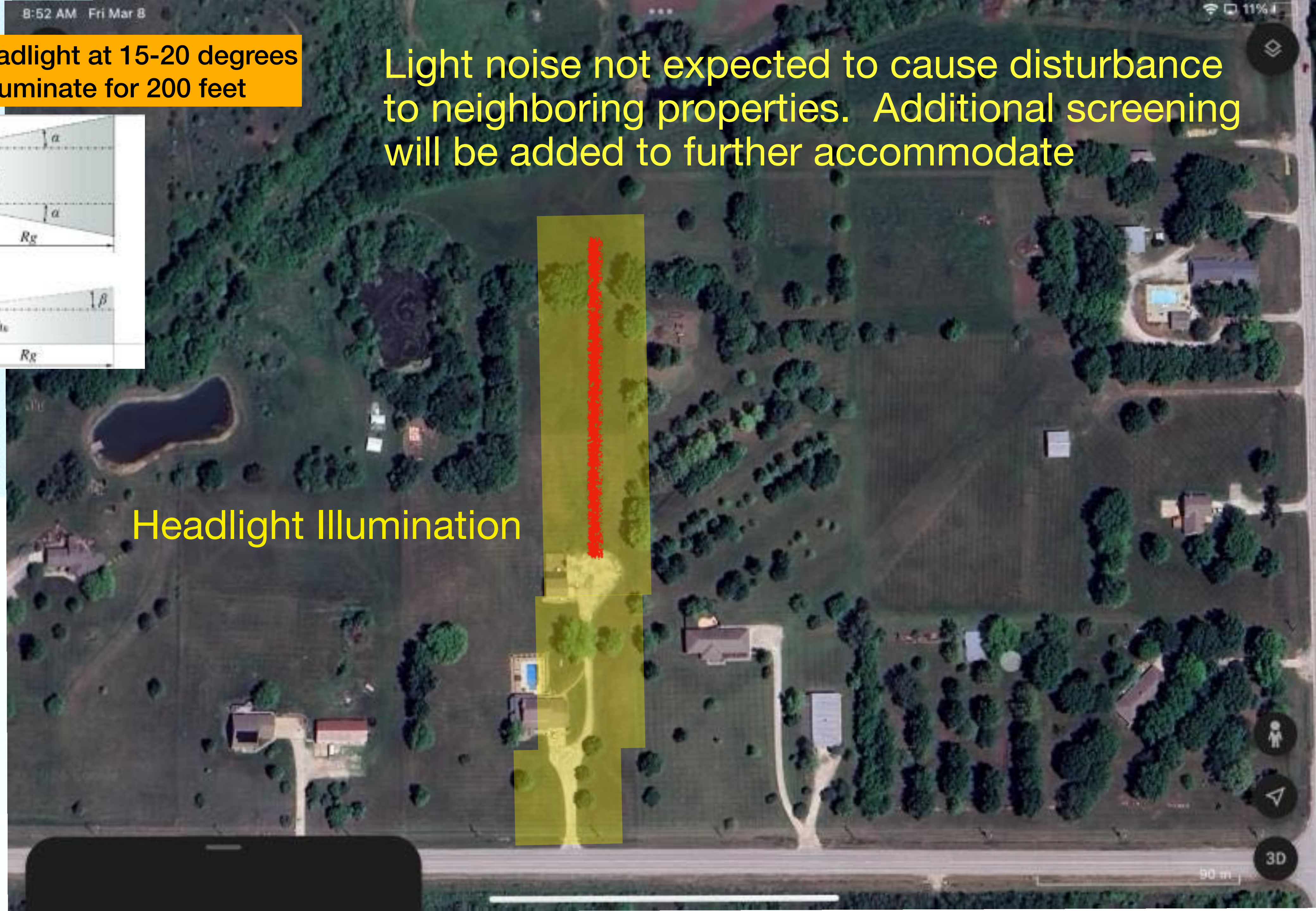
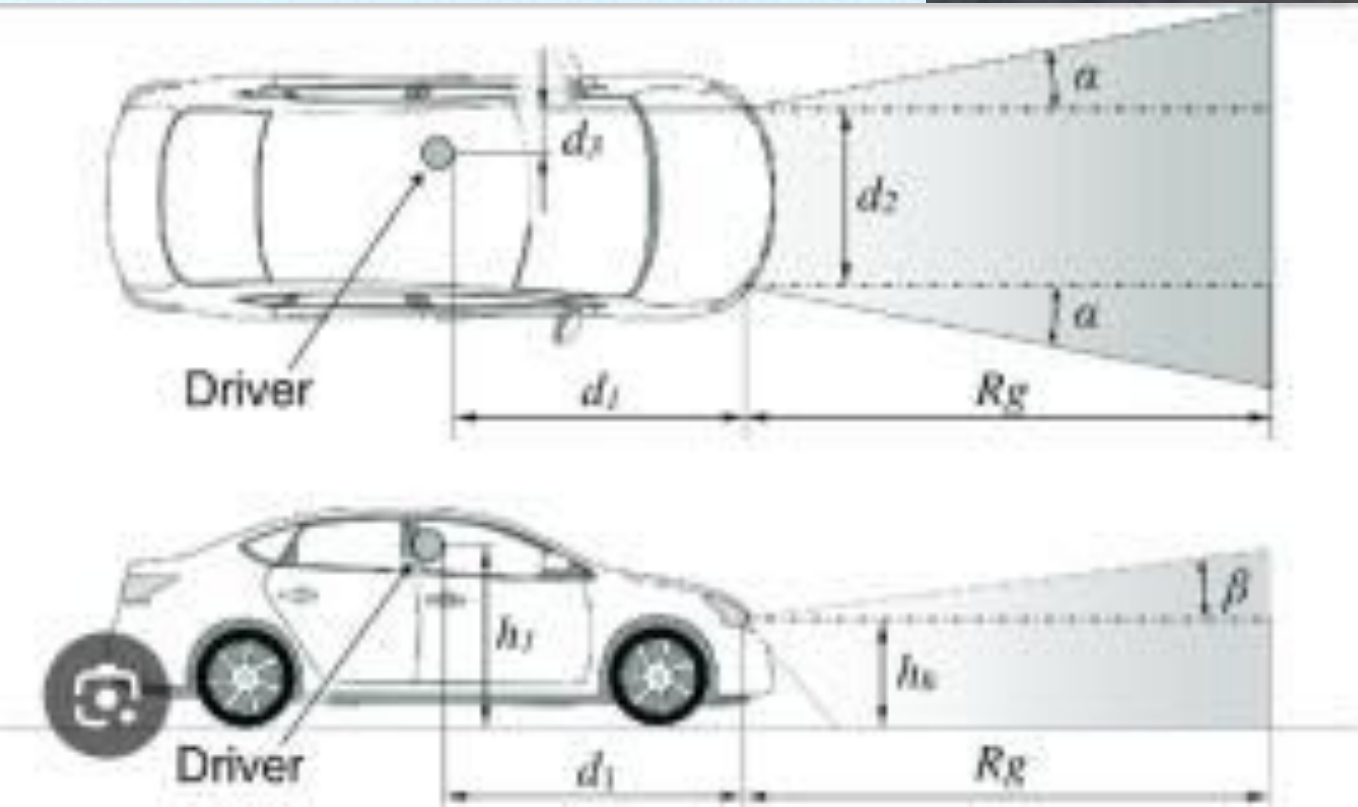


### **Proposed Location**

- **8 Private Residences within radius (including applicant's home)**
- **Tree lines surrounding facility**

Typical exit beam of headlight at 15-20 degrees  
Typical headlight illuminate for 200 feet

Light noise not expected to cause disturbance to neighboring properties. Additional screening will be added to further accommodate



Headlight Illumination

Plans modified to incorporate additional screening  
 Plans modified to reduce outside dog runs to five

SITE PLAN FOR CONDITIONAL USE PERMIT

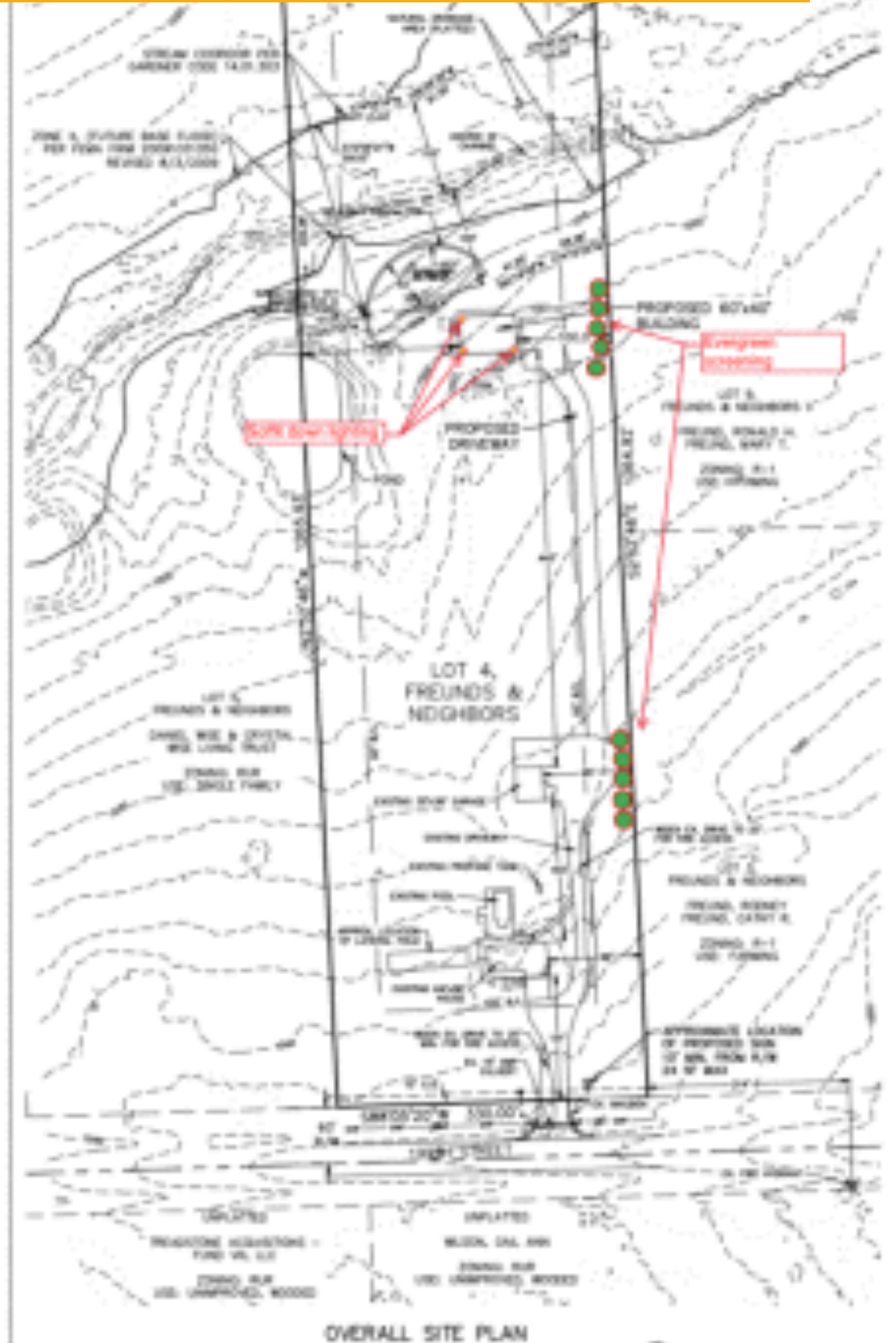
**GARDNER PET LODGE**

LOT 4, FREUNDS & NEIGHBORS  
 CITY OF GARDNER,  
 JOHNSON COUNTY, KANSAS

OWNER:  
**JASON CARMAN**  
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 GARDNER, KANSAS 66530  
 PHONE: (913) 827-2248

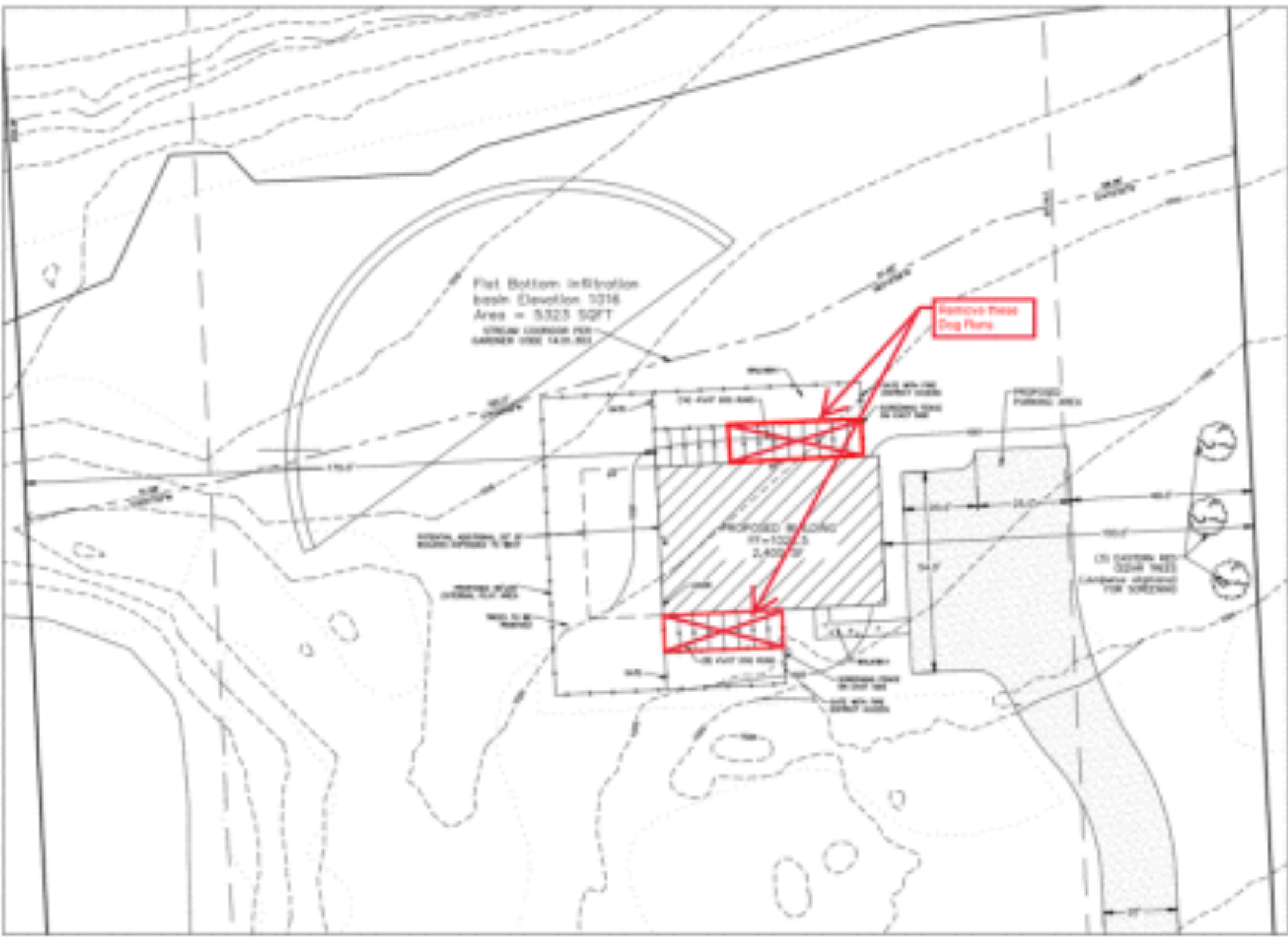
PREPARED BY:  
**ALLENBRAND-DREWS & ASSOCIATES, INC.**  
 122 N. WASH ST  
 OLANE, KANSAS 66061  
 PHONE: (913) 764-1016

LEGAL DESCRIPTION:  
 (Per deed recorded in Bk. 201806, Pg. 004632)  
 Lot 4, FREUNDS & NEIGHBORS, a subdivision in the Johnson  
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 [Now in the City of Gardner per Bk. 202301, Pg. 001489]  
 ADDRESS: 29852 W 199TH STREET



OVERALL SITE PLAN

- LEGEND**
- ⊕ POWER POLE
  - CITY MARKER
  - MATCH MARK
  - FINISH FLOOR ELEVATION
  - ELEV. BOUNDARY
  - S.E. BOUNDARY
  - S.W. BOUNDARY
  - S.E. UTILITY EXHIBIT
  - EXISTING POWER LINE
  - WATER LINE
  - GAS LINE
  - EXISTING GRADE CONTOUR
  - FINISH GRADE CONTOUR
  - TIE LINE



IMPROVEMENT AREA DETAIL

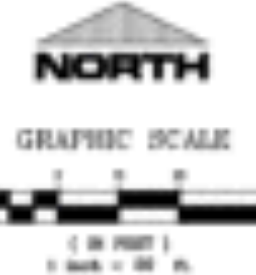


PROJECT LOCATION SECTION 2-10-22

- NOTES**
1. Basis of bearings: First plat of Friends & Neighbors
  2. All existing buildings, driveways, and vegetation are to remain unless otherwise noted.
  3. Property owner requests that the existing driveway and proposed driveway extension to be allowed to use gravel rather than a paved surface.
  4. Seed and much of disturbed areas.
  5. New landscaping shall consist of screening trees to the east of the parking area.
  6. All new lighting will be building mounted.
  7. Property owner is considering expanding the proposed building an additional 20' to the west. The additional footprint area is reflected as a dashed line as shown hereon. If the building is expanded, the proposed fence will be adjusted accordingly, but will maintain clearance from the stream corridor.

**USE INFORMATION**  
 EXISTING ZONING: RUR  
 PROPOSED ZONING: AD  
 LOT AREA: 411,521 SF, 9.50 ACRES  
 EXISTING BUILDING FOOTPRINT AREA: 4,125 SF (INCLUDES COVERED PORCHES)  
 PROPOSED BUILDING FOOTPRINT AREA: 2,400 SF  
 TOTAL PROPOSED BUILDING COVERAGE: 1.6%

PARKING REQUIRED: 1.5 SPACES/1000 SF = 4 SPACES (USING "VETERINARY CLINIC/HOSPITAL" CITY PARKING RATE TABLE)  
 PARKING PROVIDED: SUFFICIENT AREA FOR 8 SPACES  
 OWNER TO PROVIDE SUFFICIENT ACCESSIBLE PARKING, LOADING AREA, AND ROUTE TO MEET ADA REQUIREMENTS.



Channel Cross-Section

Designed By: JWC	Drawn By: JWC	Checked By: JWC	Date: 03/20/23	No.:	Rev.:
CIVIL ENGINEERS <b>AD</b> LAND SURVEYORS - LAND PLANNERS 122 N. WASH STREET OLANE, KANSAS 66061 PHONE: (913) 764-1016 FAX: (913) 257-6504					
<b>GARDNER PET LODGE</b> <b>SITE PLAN FOR</b> <b>CONDITIONAL USE PERMIT</b>					
Sheet No. 1 of 1					



# Thank you for your fair consideration on this request.

- When done correctly, an animal lodging structure should not be a nuisance to neighboring facilities in this type of setting
- Gardner Pet Lodge offers a service Gardner residents need - the proposed area for construction is ideal location for this type of service within city
- The proposed location was purchased as a country lot and not governed by subdivision or HOA authority (recently voluntarily annexed into city)
- Neighboring properties have active businesses with customers and employees currently operating under CUP's (this is not abnormal for area)
- Of 8 Neighboring Houses regarding proposal; 4 support, 2 are against, 2 are neutral
- All comments and concerns from neighbors and planning commission have been addressed
- Design, Processes, and Plan are devised to offer bountiful accommodations for animal residents while not interfering or being a nuisance to neighbors

**ORDINANCE NO. 2797**

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT ON CERTAIN LANDS LOCATED IN THE CITY OF GARDNER, KANSAS, UNDER THE AUTHORITY GRANTED BY TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS.**

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

**SECTION ONE:** That having received a recommendation from the Planning Commission on January 22, 2024, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas, Land Development Code, a Conditional Use Permit is issued on lands legally described as follows:

All that part of the Southeast Quarter of Section 2, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Lot 4, FREUNDS & NEIGHBORS, a subdivision in the Johnson County, Kansas, according to the recorded plat thereof.

**CASE NO. 23-303-01**

A Conditional Use Permit to allow for an Animal Care use in the A (Agriculture) zoning district, solely for a pet boarding facility with the following conditions:

1. All drive, access and parking area to and for the dog boarding facility from 199th Street shall be paved with a hard surface constructed to meet adopted City technical specifications and construction standards and withstand use by emergency services vehicles;
2. On the site plan, provide construction details for an area that addresses the treatment of high bacteria loads and specifications on how waste is being treated;
3. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and land disturbance and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
4. Provide visual screening from adjacent properties along the east side of the proposed facility;
5. Provide noise dampening measures within the wall construction of the boarding facility; and
6. This Conditional Use permit is for a 5 year period, starting on the date of approval by the Governing Body. After the 5 year period, if the applicant is abiding by all conditions they can apply for an extended Conditional Use permit through the Planning Commission and the Governing Body.

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

APPROVED and ADOPTED this 1<sup>st</sup> day of April, 2024.



CITY OF GARDNER, KANSAS

(SEAL)

\_\_\_\_\_  
Todd Winters, Mayor

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

Approved as to form:

\_\_\_\_\_  
Ryan B. Denk, City Attorney

# COUNCIL ACTION FORM

# NEW BUSINESS ITEM NO. 1

**MEETING DATE:** APRIL 1, 2024

**STAFF CONTACT:** RENEE RICH, CITY CLERK

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**Agenda Item:** Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during an event at Crown Realty

**Strategic Priority:** Quality of Life

**Department:** Administration

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### **Staff Recommendation:**

Staff recommends Council approve a request for a Waiver of the Distance Limitation and a 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 special event.

### **Background/Description of Item:**

Christy Flyntz, White Tail Run Winery, LLC, has applied for a Temporary Use Permit and is requesting a Waiver of the Distance Limitation to sell alcoholic liquor for consumption on premise during a special event at Crown Realty on April 6, 2024. Gardner Municipal Code (5.20.240) allows for the consumption of CMBs with a State Issued Temporary Permit being required. The Governing Body will need to approve a permit for a Temporary Permit pursuant to Chapter 5.20.240 of the City Code.

Alcohol will be served for consumption inside Crown Realty, with unopened bottles of wine being taken home. The hours of operation for the event will be from 5:00 pm to 9:00 pm on April 6, 2024.

Since the location of the event is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a Temporary Permit by the City Council.

This waiver and permit, if approved, will be for April 6, 2024 only with the following restrictions:

- The location as shown on the map provided.
- Hours of operation for the event: 5:00 pm to 9:00 pm.

### **Attachments:**

- Map showing 200 feet around Crown Realty

### **Suggested Motion:**

Approve a request for a Waiver of the Distance Limitation and a 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 special event special event on April 6, 2024 at Crown Realty, 202 E. Main St.



# City of Gardner, KS

## Council Actions

April 1, 2024

The City Council took the following actions at the March 18, 2024, meeting:

1. Proclaimed April as Autism Awareness month in the City of Gardner.
2. Proclaimed April as Fair Housing Month in the City of Gardner.
3. Held 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 special event.
4. Approved the minutes as written for the regular meeting on March 18, 2024 (Passed unanimously)
5. Approved city expenditures prepared March 14, 2024 in the amount of \$247,896.00; March 19, 2024 in the amount of \$85,975.00; March 21, 2024 in the amount of \$484,982.48; and March 22, 2024 in the amount of \$61,556.91. (Passed unanimously)
6. Authorized the City Administrator to execute an agreement with Tyler Technologies, Inc. for municipal court credit card processing services for online and point of sale credit card transactions. (Passed unanimously)
7. Adopted the recommendation of the Planning Commission and denied the rezoning of certain land located in the City of Gardner, Kansas. (Passed unanimously)
8. Adopted the recommendation of the Planning Commission and denied the request for a conditional use permit on certain land located in the City of Gardner, Kansas. (Passed unanimously)
9. Approved a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church, or library during an event at Crown Realty. (Passed unanimously)