



AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, February 19, 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 February 19, 2024 to 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

PUBLIC HEARINGS

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on February 5, 2024
2. Standing approval of City expenditures prepared February 1, 2024 in the amount of \$540,910.21; February 5, 2024 in the amount of \$1,987.00; and February 8, 2024 in the amount of \$555,131.08.
3. Consider an appointment to the Planning Commission.

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

1. Consider adopting ordinance approving a rezoning from County RUR (Rural) District to CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) Districts; for potential commercial and residential development of 58.21 acres located at the southeast intersection of W 175th Street and Clare Road.

OLD BUSINESS

NEW BUSINESS

1. Consider accepting a voluntary annexation with landowner consent.
2. Consider accepting a voluntary annexation with landowner consent.
3. Consider adopting a resolution dissolving the Citizen Advisory Committees.
4. Consider approving a contract to purchase real property.

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.

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

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February 5, 2024

The City Council of the City of Gardner, Kansas met in regular session on February 5, 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, 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; Interim City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in. Councilmember Steve Shute was absent.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

Cody Snyder 619 S Locust came to ask questions about parking at Veterans Park. There is not enough parking and parking overflows both the north and south sides of Pawnee. He is wondering if no parking could be implemented to accommodate emergency vehicles or residents trying to get through. There is concern of hitting a child who is crossing the road to go to or from the park. He asks if this is being reviewed due to the number of people using the park and the lack of parking. He also wanted to point out that during construction of the park, concrete trucks drove over the walking park and severely damaged a lot of the concrete walking path. There was additional construction equipment not using the parking lot and instead drove over the path. He wanted to be sure someone was aware of the damage.

Cody also wanted to know if there was going to be an expansion of Grand Street from south Pine Street east to Center Street for adding a sidewalk. There is no sidewalk, and you have to cut through the neighborhoods. The road also narrows due to the railroad tracks. It is a busy street due to the new subdivision. Mayor advised we would address those questions and concerns during the council update.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on January 16, 2024**
- 2. Standing approval of City expenditures prepared January 11, 2024 in the amount of \$294,297.81; January 18, 2024 in the amount of \$1,651,848.79; January 18, 2024 in the amount of \$348,745.00 and January 25, 2024 in the amount of \$591,529.45.**
- 3. Consider accepting permanent sanitary sewer easements for the Prairie Trace Meadows 2nd Plat**
- 4. Consider accepting permanent sanitary sewer easement for the New Trails North development**
- 5. Consider accepting permanent utility easement for the New Trails North development**
- 6. Consider accepting permanent sanitary sewer easement for the Willow Chase VI development**
- 7. Consider authorizing the City Administrator to negotiate and execute an agreement for bond counsel services with Kutak Rock LLP for the period February 5, 2024 through December 31, 2024 with additional one-year options, which renew annually unless terminated by either party.**
- 8. Consider a recommendation to purchase two specialty vehicles.**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

None

COMMITTEE RECOMMENDATIONS

None

NEW BUSINESS

1. Consider appointing Renee Rich as Gardner City Clerk and administer the Oath of Office

Councilmember Deaton made a motion to appoint Renee Rich, effective February 5, 2024 and direct the Mayor to administer the Oath of Office

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

2. Consider a resolution designating the Gardner News as the official newspaper for the City of Gardner, Kansas.

City Administrator Pruetting said in in 2019 in accordance with KSA 12-1651a, the governing body passed a resolution changing the city's official newspaper from the Gardner News to the Legal Record. At that time, the change represented a significant savings for the city's required publication of ordinances and Public Notices. At the governing body's request, staff reached out to the new owners of the Gardner News in December to get updated quotes for the publishing of a sample ordinance and Public Notice in order to compare cost with that of the Legal Record. The quotes received from the Gardner News do represent a savings to the City of between twenty-five and thirty percent compared to what we are currently paying to the Legal Record. The managing editor of the Gardner News also indicated she would honor the pricing indefinitely as long as the City has designated the Gardner News as the official publication of record.

Councilmember Baldwin says this is similar to what happened the last time this came up. It makes sense we would do it at the cheapest price and the people that want to see the notices already know where to get them. Councilmember Wiehn said he has received public comment from citizens supporting the change of moving it back to Gardner News.

Councilmember McNeer made a motion to adopt Resolution 2135, a resolution of the City of Gardner, Kansas, designating the Gardner News as the official newspaper for the City of Gardner, Kansas.

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2135.

| | |
|----------|-----|
| McNeer: | Yes |
| Baldwin: | Yes |
| Deaton: | Yes |
| Wiehn: | Yes |

COUNCIL UPDATES

Director Bruce acknowledged the parking challenges at Veterans Park with the new playground. There is an opportunity for grants with the Land Water Conservation Fund and the application should come out this summer. We currently have a grant for the new restroom facility. Mayor Winters says it seems like tight parking even without the new playground. Councilmember Deaton asked what it would take to make no parking on the north side so no kids are crossing the street to get to the park. Director Headlee advised that signs could be put up if the council authorizes it. Councilmember Baldwin said the park was swamped today, and the problem may get

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

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February 5, 2024

worse over the summer. Baldwin asked if no parking signs could be put up temporarily in the interim before we get the grant. If we did get a grant and had to wait fifteen to eighteen months before the project can get completed, then we would have two summers and residents getting upset. Headlee says we can review where people are currently parking and where it makes sense to make no parking on one side of the street. It will push people parking further down, but that will allow a pathway for people to get through. Bruce was not aware of the damage to the sidewalks, so they will have the park maintenance division look into it.

Director Headlee said they will review Grand Street as it is an identified gap in the sidewalk network. They understand there are ways to get on a sidewalk to Gardner Road, but you have to go through the whole neighborhood to get there. Grand Street is being reviewed as part of the pavement management program so they will look further into improvements needed.

Chief Waldeck announced Officer Williams graduated from the academy on Friday and Officer Peterson starts next week. They are working with Human Resources on a trial process of having physical agility, interview and written tests all on the same day. Three sergeants are being promoted on February 17th.

Director Wolff wants to give a budget update and seek recommendations. His department is looking at automating some of the budgeting process and making it more efficient. They are discussing automating the internal budget monitoring and reporting which should free up some labor. He also asked for council input on switching back from a two-year operating budget to a one-year budgeting process. This was implemented five or six years ago and was considered an innovative new approach. The idea is if you do a two-year budget, then in the off year you wouldn't be redoing the budget, and you would have time to do other analytical work. Kansas never recognized that process, so we have to formally adopt a budget every year so essentially, we are doing a two-year budget every year. Finance suggests that we switch back to a one-year budget. Multi-year forecasting and a five-year operating budget will continue.

Administrator Pruetting said he and the mayor met with Sharice Davids and a member of her staff to discuss the appropriation request. Since congress is currently in the middle of passing CR's just to move from one month to the next, it is still up in the air. She had painted a bleak picture, but it may have been confusion. She indicated that our appropriation request was not in any of the bills that had come out of committee, but she was talking about the CR's. We still have an opportunity if they pass a full year budget for 2023 and we get that appropriation. I have a call with our lobbyist tomorrow to talk about priorities. Unless the council directs otherwise, priority number one is still the wastewater system on the east side. A few years ago we talked about trying to get an appropriation for the Gardner bridge. Our Senate typically prioritizes one project one year and the House the next year, but they have been busy with the transportation network, so it may not be possible for us to get that appropriation for roads and bridges. We are also going to start talking about the outer road as we get closer to Gardner Road being done and realigning 191st Street with the landowner and KDOT. Now is a good time to start looking at what that alignment would look like. We are limited in our options due to the Southern Star line, but we are going to start looking at it and try to get some appropriations at the very least for planning the road and then move forward from there.

Councilmember Mcneer wants to be sure the Veterans Park parking area is looked at.

Councilmember Deaton gave a shout out to Gardner Gold. She attended their bingo night and there were 145 participants. The first year only had 40, so this shows how much the program is growing from donations and grants. It was a fun, high-energy night. Mayor Winters said it is a great program to have in our community.

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 7:24 pm.

City Clerk

| 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 |
|-----------------------------|-----------------------|---|-----|--------------------------|--|--|-----------------|---------------------------------------|
| 0005345 1355756 | 00 | ACE IMAGEWEAR 000156 | 00 | 02/01/2024 | 605-3116-431.31-15 | RAG SERVICE | EFT: | 55.00 |
| | | | | | | | VENDOR TOTAL * | 55.00 |
| 0005095 6862 | 00 | ADVANCED FIRE INC 000157 | 00 | 02/01/2024 | 521-4220-442.31-15 | INSPECTION OF CO2 SYSTEM | EFT: | 450.00 |
| | | | | | | | VENDOR TOTAL * | 450.00 |
| 0004197 459535 | 00 | AID ANIMAL HOSPITAL, INC 000158 | 00 | 02/01/2024 | 001-2120-421.52-20 | ZEUS EXAM & VACCINATIONS | 131.20 | |
| | | | | | | | VENDOR TOTAL * | 131.20 |
| 0004642 012021 012021 | 00 | ALLIED POWER GROUP, LLC PI0064 008411 PI0065 008493 | 00 | 12/28/2023 12/28/2023 | 501-4120-441.43-02 501-4120-441.43-02 | 9TH STAGE HOOK FIT REPAIR 9TH STAGE HOOK FIT REPAIR | EFT: EFT: | 149,375.00 30,263.00 |
| | | | | | | | VENDOR TOTAL * | 179,638.00 |
| 0099999 CF221501-2003 | 00 | ANDREW WAYMAN 000218 | 00 | 02/01/2024 | 001-1130-411.58-00 | ANNEXATION REBATE | 780.08 | |
| | | | | | | | VENDOR TOTAL * | 780.08 |
| 0000572 39465-39467 | 00 | AUTOMATED INFO MAPPING SYS 000159 | 00 | 02/01/2024 | 602-1340-413.47-05 | 2024 LICENSE AGREEMENT | EFT: | 4,612.22 |
| | | | | | | | VENDOR TOTAL * | 4,612.22 |
| 0002420 BMS581885 | 00 | BRENNTAG MID-SOUTH, INC 000219 | 00 | 02/01/2024 | 521-4220-442.52-13 | SODIUM HYDROXIDE | EFT: | 8,680.22 |
| | | | | | | | VENDOR TOTAL * | 8,680.22 |
| 0002494 51117 | 00 | BRET'S AUTOWORKS 000160 | 00 | 02/01/2024 | 605-3116-431.43-05 | VEHICLE REPAIR | EFT: | 1,544.34 |
| | | | | | | | VENDOR TOTAL * | 1,544.34 |
| 0000429 5193217276 | 00 | CINTAS FIRE PROTECTION 000161 | 00 | 02/01/2024 | 521-4220-442.31-15 | FIRST AID CABINET SERVICE | EFT: | 111.41 |
| | | | | | | | VENDOR TOTAL * | 111.41 |
| 0004817 3498986 | 00 | CONVERGEONE, INC PI0061 008463 | 00 | 01/23/2024 | 602-1340-413.47-05 | JAN MONTHLY BILLING | EFT: | 2,905.80 |
| | | | | | | | VENDOR TOTAL * | 2,905.80 |
| 0004805 PAY EST NO 4 | 00 | CROSSLAND HEAVY CONTRACTORS INC PI0062 008379 | 00 | 12/31/2023 | 531-4340-443.62-10 | KILL CREEK WWTP EXPANSION | EFT: | 87,020.00 |
| | | | | | | | VENDOR TOTAL * | 87,020.00 |
| 0099999 74205 | 00 | DANIEL PAUL DAVIS 000218 | 00 | 02/01/2024 | 001-0000-228.30-00 | BOND REFUND | 250.00 | |
| | | | | | | | VENDOR TOTAL * | 250.00 |
| 0001557 | 00 | DATCO, INC | | | | | | |

| 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 |
| 0001557 | 00 | DATCO, INC | | | | | | |
| 214445 | 000219 | | 00 | 02/01/2024 | 001-3120-431.53-02 | LOGO EMBROIDERY - PW | 75.00 | |
| VENDOR TOTAL * | | | | | | | 75.00 | |
| 0004998 | 00 | DELTA DENTAL OF KANSAS | | | | | | |
| 1005114202402 | 006211 | | 00 | 02/01/2024 | 001-1120-411.21-01 | MONTHLY BILLING | EFT: | 169.80 |
| 1005114202402 | 006212 | | 00 | 02/01/2024 | 001-1140-411.21-01 | MONTHLY BILLING | EFT: | 135.94 |
| 1005114202402 | 006213 | | 00 | 02/01/2024 | 001-1150-411.21-01 | MONTHLY BILLING | EFT: | 22.74 |
| 1005114202402 | 006214 | | 00 | 02/01/2024 | 001-1305-413.21-01 | MONTHLY BILLING | EFT: | 79.34 |
| 1005114202402 | 006215 | | 00 | 02/01/2024 | 001-1310-413.21-01 | MONTHLY BILLING | EFT: | 181.42 |
| 1005114202402 | 006217 | | 00 | 02/01/2024 | 001-1330-413.21-01 | MONTHLY BILLING | EFT: | 56.60 |
| 1005114202402 | 006219 | | 00 | 02/01/2024 | 001-2110-421.21-01 | MONTHLY BILLING | EFT: | 249.14 |
| 1005114202402 | 006220 | | 00 | 02/01/2024 | 001-2120-421.21-01 | MONTHLY BILLING | EFT: | 1,211.08 |
| 1005114202402 | 006221 | | 00 | 02/01/2024 | 001-2130-421.21-01 | MONTHLY BILLING | EFT: | 22.74 |
| 1005114202402 | 006222 | | 00 | 02/01/2024 | 001-3120-431.21-01 | MONTHLY BILLING | EFT: | 283.50 |
| 1005114202402 | 006223 | | 00 | 02/01/2024 | 001-3130-431.21-01 | MONTHLY BILLING | EFT: | 238.02 |
| 1005114202402 | 006232 | | 00 | 02/01/2024 | 001-6105-461.21-01 | MONTHLY BILLING | EFT: | 204.16 |
| 1005114202402 | 006233 | | 00 | 02/01/2024 | 001-6120-461.21-01 | MONTHLY BILLING | EFT: | 181.42 |
| 1005114202402 | 006234 | | 00 | 02/01/2024 | 001-7110-471.21-01 | MONTHLY BILLING | EFT: | 215.28 |
| 1005114202402 | 006235 | | 00 | 02/01/2024 | 001-7120-471.21-01 | MONTHLY BILLING | EFT: | 79.34 |
| 1005114202402 | 006225 | | 00 | 02/01/2024 | 501-4110-441.21-01 | MONTHLY BILLING | EFT: | 158.68 |
| 1005114202402 | 006226 | | 00 | 02/01/2024 | 501-4120-441.21-01 | MONTHLY BILLING | EFT: | 102.08 |
| 1005114202402 | 006227 | | 00 | 02/01/2024 | 501-4130-441.21-01 | MONTHLY BILLING | EFT: | 441.68 |
| 1005114202402 | 006228 | | 00 | 02/01/2024 | 521-4220-442.21-01 | MONTHLY BILLING | EFT: | 158.68 |
| 1005114202402 | 006229 | | 00 | 02/01/2024 | 521-4230-442.21-01 | MONTHLY BILLING | EFT: | 306.24 |
| 1005114202402 | 006230 | | 00 | 02/01/2024 | 531-4310-443.21-01 | MONTHLY BILLING | EFT: | 56.60 |
| 1005114202402 | 006231 | | 00 | 02/01/2024 | 531-4320-443.21-01 | MONTHLY BILLING | EFT: | 215.28 |
| 1005114202402 | 006218 | | 00 | 02/01/2024 | 602-1340-413.21-01 | MONTHLY BILLING | EFT: | 169.80 |
| 1005114202402 | 006224 | | 00 | 02/01/2024 | 603-3150-431.21-01 | MONTHLY BILLING | EFT: | 45.48 |
| 1005114202402 | 006216 | | 00 | 02/01/2024 | 604-1320-413.21-01 | MONTHLY BILLING | EFT: | 124.82 |
| 1005114202402 | 006210 | | 00 | 02/01/2024 | 721-0000-202.03-08 | MONTHLY BILLING | EFT: | 5,131.81 |
| VENDOR TOTAL * | | | | | | | .00 | 10,241.67 |
| 0005304 | 00 | DESIGN TECHNOLOGIES LLC | | | | | | |
| 3650 | 000162 | | 00 | 02/01/2024 | 603-3150-431.43-01 | WIRELESS DETECTOR REPLACE | EFT: | 3,298.00 |
| VENDOR TOTAL * | | | | | | | .00 | 3,298.00 |
| 0004946 | 00 | EVERGY | | | | | | |
| 7011930732 | 0124000219 | | 00 | 02/01/2024 | 531-4320-443.40-05 | ELECTRIC @ WAVERLY LIFT | 21.89 | |
| 6466308678 | 0124000219 | | 00 | 02/01/2024 | 531-4320-443.40-05 | ELECTRIC AT WWTP | 28.57 | |
| VENDOR TOTAL * | | | | | | | 50.46 | |
| 0002956 | 00 | FASTENAL CO. | | | | | | |
| KSKA3151552 | 000163 | | 00 | 02/01/2024 | 501-4130-441.52-31 | SCREWS FOR LINE CREWS - | EFT: | 283.76 |
| VENDOR TOTAL * | | | | | | | .00 | 283.76 |
| 0001917 | 00 | FLAME-OUT | | | | | | |
| 65437 | 000165 | | 00 | 02/01/2024 | 001-3120-431.31-15 | PW - FIRE EXTINGUISHERS | EFT: | 508.43 |
| 65437 | 000164 | | 00 | 02/01/2024 | 521-4230-442.31-15 | LINE DIV-FIRE EXTINGUISHR | EFT: | 508.42 |
| VENDOR TOTAL * | | | | | | | .00 | 1,016.85 |
| 0004996 | 00 | FLEX MADE EASY | | | | | | |

| 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 |
| 0004996 | 00 | FLEX MADE EASY | | | | | | |
| 01252024 | 000166 | | 00 | 02/01/2024 | 721-0000-202.03-11 | CONTRIBUTIONS | EFT: | 783.94 |
| | | | | | | VENDOR TOTAL * | .00 | 783.94 |
| 0000086 | 00 | GALLS, LLC | | | | | | |
| 026862059 | 000167 | | 00 | 02/01/2024 | 001-2120-421.53-02 | PATROL BOOTS - ROLLF | EFT: | 120.00 |
| 026897374 | 000168 | | 00 | 02/01/2024 | 001-2120-421.53-02 | PATROL BOOTS - VIRUETE | EFT: | 125.00 |
| | | | | | | VENDOR TOTAL * | .00 | 245.00 |
| 0000092 | 00 | GEORGE BUTLER ASSOC., INC. | | | | | | |
| 79253 | PI0066 | 008452 | 00 | 01/17/2024 | 531-4340-443.62-10 | CEDAR NILES LIFT STATION | 9,639.00 | |
| | | | | | | VENDOR TOTAL * | 9,639.00 | |
| 0000181 | 00 | GRAINGER | | | | | | |
| 9976621822 | 000171 | | 00 | 02/01/2024 | 001-6120-461.43-01 | SHELTER REPAIR | EFT: | 9.64 |
| 9976147737 | 000219 | | 00 | 02/01/2024 | 501-4120-441.52-12 | SAW BLADES & DISCS | EFT: | 129.76 |
| 9967290058 | 000169 | | 00 | 02/01/2024 | 521-4220-442.52-12 | LITHIUM BATTERY | EFT: | 37.73 |
| 9971317533 | 000170 | | 00 | 02/01/2024 | 521-4220-442.52-12 | HANDHELD SPRAYERS & | EFT: | 219.96 |
| | | | | | | VENDOR TOTAL * | .00 | 397.09 |
| 0004993 | 00 | HARTFORD, THE | | | | | | |
| 069845671716 | 000188 | | 00 | 02/01/2024 | 001-1120-411.21-02 | MONTHLY BILLING | EFT: | 38.25 |
| 069845671716 | 000189 | | 00 | 02/01/2024 | 001-1140-411.21-02 | MONTHLY BILLING | EFT: | 19.30 |
| 069845671716 | 000190 | | 00 | 02/01/2024 | 001-1150-411.21-02 | MONTHLY BILLING | EFT: | 6.15 |
| 069845671716 | 000192 | | 00 | 02/01/2024 | 001-1305-413.21-02 | MONTHLY BILLING | EFT: | 15.30 |
| 069845671716 | 000193 | | 00 | 02/01/2024 | 001-1310-413.21-02 | MONTHLY BILLING | EFT: | 33.10 |
| 069845671716 | 000195 | | 00 | 02/01/2024 | 001-1330-413.21-02 | MONTHLY BILLING | EFT: | 7.65 |
| 069845671716 | 000197 | | 00 | 02/01/2024 | 001-2110-421.21-02 | MONTHLY BILLING | EFT: | 45.90 |
| 069845671716 | 000198 | | 00 | 02/01/2024 | 001-2120-421.21-02 | MONTHLY BILLING | EFT: | 217.50 |
| 069845671716 | 000199 | | 00 | 02/01/2024 | 001-2130-421.21-02 | MONTHLY BILLING | EFT: | 7.65 |
| 069845671716 | 000200 | | 00 | 02/01/2024 | 001-3110-431.21-02 | MONTHLY BILLING | EFT: | 15.30 |
| 069845671716 | 000202 | | 00 | 02/01/2024 | 001-3120-431.21-02 | MONTHLY BILLING | EFT: | 59.70 |
| 069845671716 | 000203 | | 00 | 02/01/2024 | 001-3130-431.21-02 | MONTHLY BILLING | EFT: | 43.75 |
| 069845671716 | 000214 | | 00 | 02/01/2024 | 001-6105-461.21-02 | MONTHLY BILLING | EFT: | 42.90 |
| 069845671716 | 000215 | | 00 | 02/01/2024 | 001-6120-461.21-02 | MONTHLY BILLING | EFT: | 50.55 |
| 069845671716 | 000216 | | 00 | 02/01/2024 | 001-7110-471.21-02 | MONTHLY BILLING | EFT: | 36.75 |
| 069845671716 | 000217 | | 00 | 02/01/2024 | 001-7120-471.21-02 | MONTHLY BILLING | EFT: | 15.30 |
| 069845671716 | 000205 | | 00 | 02/01/2024 | 501-4110-441.21-02 | MONTHLY BILLING | EFT: | 26.95 |
| 069845671716 | 000206 | | 00 | 02/01/2024 | 501-4120-441.21-02 | MONTHLY BILLING | EFT: | 29.10 |
| 069845671716 | 000207 | | 00 | 02/01/2024 | 501-4130-441.21-02 | MONTHLY BILLING | EFT: | 75.00 |
| 069845671716 | 000208 | | 00 | 02/01/2024 | 521-4210-442.21-02 | MONTHLY BILLING | EFT: | 15.30 |
| 069845671716 | 000209 | | 00 | 02/01/2024 | 521-4220-442.21-02 | MONTHLY BILLING | EFT: | 35.25 |
| 069845671716 | 000210 | | 00 | 02/01/2024 | 521-4230-442.21-02 | MONTHLY BILLING | EFT: | 67.35 |
| 069845671716 | 000211 | | 00 | 02/01/2024 | 531-4310-443.21-02 | MONTHLY BILLING | EFT: | 7.65 |
| 069845671716 | 000212 | | 00 | 02/01/2024 | 531-4320-443.21-02 | MONTHLY BILLING | EFT: | 45.90 |
| 069845671716 | 000213 | | 00 | 02/01/2024 | 551-4520-445.21-02 | MONTHLY BILLING | EFT: | 2.16 |
| 069845671716 | 000191 | | 00 | 02/01/2024 | 601-1230-412.21-02 | MONTHLY BILLING | EFT: | 7.65 |
| 069845671716 | 000196 | | 00 | 02/01/2024 | 602-1340-413.21-02 | MONTHLY BILLING | EFT: | 36.75 |
| 069845671716 | 000204 | | 00 | 02/01/2024 | 603-3150-431.21-02 | MONTHLY BILLING | EFT: | 15.30 |
| 069845671716 | 000194 | | 00 | 02/01/2024 | 604-1320-413.21-02 | MONTHLY BILLING | EFT: | 41.40 |

| 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 |
|---|--|-----------------------------------|-----|-------------------|--|---|--|---------------------------------------|
| 0004993 069845671716 | 00 000201 | HARTFORD, THE | 00 | 02/01/2024 | 605-3116-431.21-02 | MONTHLY BILLING | EFT: | 7.65 |
| | | | | | | | VENDOR TOTAL * | 1,068.46 |
| 0099999 71362 | 00 000218 | JAMAICA GLADYS BARRETT | 00 | 02/01/2024 | 001-0000-228.30-00 | BOND REFUND | 75.00 | |
| | | | | | | | VENDOR TOTAL * | 75.00 |
| 0099999 CP84430000 | 00 0160000218 | JAMES GALLOWAY | 00 | 02/01/2024 | 001-1130-411.58-00 | NRP PROPERTY TAX REBATE | 2,046.55 | |
| | | | | | | | VENDOR TOTAL * | 2,046.55 |
| 0099999 CP84410000 | 00 0086000218 | JAMES L & SANDRA K THORNTON TRUST | 00 | 02/01/2024 | 001-1130-411.58-00 | NRP PROPERTY TAX REBATE | 1,743.39 | |
| | | | | | | | VENDOR TOTAL * | 1,743.39 |
| 0011111 KRPA CONFERENCE | 00 000138 | JASON WILKINSON | 00 | 01/25/2024 | 001-6110-461.46-01 | PER DIEM | CHECK #: 131983 | 335.88- |
| | | | | | | | VENDOR TOTAL * | 335.88- |
| 0002919 240GJZ 631FHY 735CGW 735BPD 952ESH 012EQX 176BVP 734BPD 721CGW 947ESH 333BVB 845FKT 457ERL 771ERE | 00 000218 000218 000218 000218 000218 000218 000218 000218 000218 000218 000218 000218 000218 000218 | JOHNSON COUNTY MOTOR VEHICLE | 00 | 02/01/2024 | 501-4130-441.31-15 | TRAILER #448 BORE TRUCK #437 BORE MACHINE TRAILER #439 #425 BULLWHEEL TENSIONER #422 HERS POLE TRAILER #426 DITCH WITCH SURE TRAC DUMP TRAILER #427 P-LINE PULLER #440 REEL TRAILER #417 FLATBED TRAILER #431 UNDERGROUND WIRE #450 WIRE TRAILER #408 FORD 4-DOOR FLATBED #429 METER VAN | 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 14.25 | |
| | | | | | | | VENDOR TOTAL * | 199.50 |
| 0000108 19191719 | 00 000172 | K.C. BOBCAT INC | 00 | 02/01/2024 | 001-6120-461.43-02 | BOBCAT REPAIRS | 127.67 | |
| | | | | | | | VENDOR TOTAL * | 127.67 |
| 0002760 191586 191588 | 00 000173 000174 | KA-COMM, INC | 00 | 02/01/2024 | 001-2120-421.43-05 | REPLACED VOLUME KNOB & ADJUST GUN MOUNT #127 | EFT: EFT: | 168.25 70.00 |
| | | | | | | | VENDOR TOTAL * | 238.25 |
| 0002671 105962227 105901600 | 00 0124 0124 | KANSAS GAS SERVICE | 00 | 02/01/2024 | 001-6120-461.40-04 551-4520-445.40-04 | NATURAL GAS KANSAS GAS SERVICE | 847.61 707.27 | |
| | | | | | | | VENDOR TOTAL * | 1,554.88 |
| 0002806 | 00 | KANSAS GOLF AND TURF, INC | | | | | | |

| 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 |
| 0002806 | 00 | KANSAS GOLF AND TURF, INC | | | | | | |
| 02-316420 | | PI0060 008450 | 00 | 01/25/2024 | 001-3120-431.52-20 | 2024 CUSHMAN HAULER 1200X | EFT: | 14,999.00 |
| | | | | | | VENDOR TOTAL * | .00 | 14,999.00 |
| 0000421 | 00 | KANSAS MUNICIPAL UTILITIES, INC. | | | | | | |
| 200008200 | | 000176 | 00 | 02/01/2024 | 001-1140-411.46-05 | POSTING | EFT: | 125.00 |
| | | | | | | VENDOR TOTAL * | .00 | 125.00 |
| 0000294 | 00 | KDOR MISCELLANEOUS TAX SECTION | | | | | | |
| OCT-NOV-DEC 23 | | 000218 | 00 | 02/01/2024 | 521-4210-442.49-01 | 4Q 2023 CLEAN WATER FEE | 12,253.93 | |
| | | | | | | VENDOR TOTAL * | 12,253.93 | |
| 0001446 | 00 | KMEA EMP #1 OPERATING ACCT | | | | | | |
| EMP1-GD-2023-12000151 | | | 00 | 01/25/2024 | 501-0000-351.13-00 | DOGWOOD ENERGY REVENUE | EFT: | 245,247.70 |
| EMP1-GD-2023-12000151 | | | 00 | 01/25/2024 | 501-4120-441.41-01 | KMEA EMP1 - DECEMBER | EFT: | 236,974.70 |
| | | | | | | VENDOR TOTAL * | .00 | 8,273.00 |
| 0099999 | 00 | KS DCF LIEAP | | | | | | |
| 000064421 | | UT | 00 | 01/30/2024 | 501-0000-229.00-00 | MANUAL CHECK | 773.99 | |
| | | | | | | VENDOR TOTAL * | 773.99 | |
| 0001103 | 00 | KUTAK ROCK LLP | | | | | | |
| 3339207 | | 000177 | 00 | 02/01/2024 | 001-1305-413.31-01 | 2020B INTERIM ARB CALC | EFT: | 2,500.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,500.00 |
| 0004949 | 00 | LEGAL RECORD, THE | | | | | | |
| L16442 | | 000178 | 00 | 02/01/2024 | 130-3130-431.62-04 | ADVERTISEMENT | EFT: | 10.99 |
| | | | | | | VENDOR TOTAL * | .00 | 10.99 |
| 0005186 | 00 | LINDE GAS & EQUIPMENT | | | | | | |
| 39800548 | | 007157 | 00 | 02/01/2024 | 501-4120-441.44-02 | CYLINDER RENTAL | EFT: | 161.37 |
| 40599605 | | 000179 | 00 | 02/01/2024 | 605-3116-431.44-02 | CYLINDER RENTAL | EFT: | 82.14 |
| | | | | | | VENDOR TOTAL * | .00 | 243.51 |
| 0002579 | 00 | MARVINS TOW SERVICE, INC-OLATHE | | | | | | |
| 28707 | | 000180 | 00 | 02/01/2024 | 001-3120-431.52-16 | DUMP TRUCK #510 | EFT: | 250.00 |
| | | | | | | VENDOR TOTAL * | .00 | 250.00 |
| 0000233 | 00 | MAXIMUM LAWN CARE | | | | | | |
| 17482 | | 000182 | 00 | 02/01/2024 | 001-2110-421.31-15 | SALT - ICE MELT | EFT: | 630.00 |
| | | | | | | VENDOR TOTAL * | .00 | 630.00 |
| 0099999 | 00 | MICHELLE PAGE | | | | | | |
| 64659922 | | 000218 | 00 | 02/01/2024 | 001-0000-228.40-00 | SR CENTER DEPOSIT REFUND | 85.00 | |
| | | | | | | VENDOR TOTAL * | 85.00 | |
| 0000498 | 00 | MID-AMERICA PUMP | | | | | | |
| 18044 | | 000181 | 00 | 02/01/2024 | 531-4320-443.43-02 | INSPECTION OF WILO MIXER | EFT: | 1,192.50 |
| | | | | | | VENDOR TOTAL * | .00 | 1,192.50 |
| 0099999 | 00 | MILLER, SHARMAIN | | | | | | |

| 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 000065721 | 00 | MILLER, SHARMAIN UT | 00 | 01/30/2024 | 501-0000-229.00-00 | MANUAL CHECK | 86.49 | |
| | | | | | | VENDOR TOTAL * | 86.49 | |
| 0099999 01262024 | 00 | NANDAKUMARAN PERIYASAMY 000218 | 00 | 02/01/2024 | 001-2120-421.31-15 | TORT CLAIM PAYMENT | 1,000.00 | |
| | | | | | | VENDOR TOTAL * | 1,000.00 | |
| 0099999 103509 | 00 | NELSON JOSE RIVERA FELICIANO 000218 | 00 | 02/01/2024 | 001-0000-228.30-00 | BOND REFUND | 125.00 | |
| | | | | | | VENDOR TOTAL * | 125.00 | |
| 0000140 C41190 C41191 C41360 | 00 | OLATHE FORD INC. PI0058 008432 PI0059 008432 PI0063 008383 | 00 | 01/10/2024 01/10/2024 12/30/2023 | 404-3110-411.61-09 404-3110-411.61-09 501-4130-441.61-09 | 2024 FORD F350 2024 FORD F350 2024 FORD F450 | EFT: EFT: EFT: | 52,215.00 52,215.00 73,435.00 |
| | | | | | | VENDOR TOTAL * | .00 | 177,865.00 |
| 0000150 36848002 | 00 | QUILL CORPORATION 000219 | 00 | 02/01/2024 | 531-4320-443.52-20 | TONER | 580.95 | |
| | | | | | | VENDOR TOTAL * | 580.95 | |
| 0099999 099417 | 00 | ROBERT RAINEY JANUARY 000218 | 00 | 02/01/2024 | 001-0000-228.30-00 | BOND REFUND | 31.00 | |
| | | | | | | VENDOR TOTAL * | 31.00 | |
| 0005307 3035690707 3035673039 3035678142 | 00 | RUSH TRUCK CENTER OF MISSOURI 000183 000184 000185 | 00 | 02/01/2024 02/01/2024 02/01/2024 | 001-3120-431.52-16 001-3120-431.52-16 001-3120-431.52-16 | REAR VIEW MIRROR REPAIR REAR VIEW MIRROR REPAIR TAXES RETURNED | EFT: EFT: EFT: | 506.86 604.64 52.33 |
| | | | | | | VENDOR TOTAL * | .00 | 1,059.17 |
| 0002247 1641-0 | 00 | SHERWIN WILLIAMS- ACCT 6716-4600-8 000186 | 00 | 02/01/2024 | 001-6120-461.43-01 | PAINT - CP BATHROOMS | EFT: | 173.45 |
| | | | | | | VENDOR TOTAL * | .00 | 173.45 |
| 0099999 000070467 | 00 | SINGH, GURPREET UT | 00 | 01/29/2024 | 501-0000-229.00-00 | MANUAL CHECK | 42.52 | |
| | | | | | | VENDOR TOTAL * | 42.52 | |
| 0001566 8072907936 | 00 | STAPLES BUSINESS ADVANTAGE 000186 | 00 | 02/01/2024 | 001-2110-421.52-20 | 3-HOLE PUNCH, BOXES, DVDS | EFT: | 324.71 |
| | | | | | | VENDOR TOTAL * | .00 | 324.71 |
| 0004785 3807878 3807877 | 00 | SUMNERONE, INC 007155 007156 | 00 | 02/01/2024 02/01/2024 | 602-1340-413.43-02 602-1340-413.43-02 | COPIER CONTRACT-JUSTICE COPIER CONTRACT-JUSTICE | EFT: EFT: | 118.14 153.23 |
| | | | | | | VENDOR TOTAL * | .00 | 271.37 |
| 0003664 | 00 | SUNSET LAW ENFORCEMENT, LLC | | | | | | |

| 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 |
|--------------------------|-----------------------|-----------------------------|--------------------------|--------------------|-------------------------|-----------------|---------------------------------------|
| 0003664 0009577-IN | 00 000186 | SUNSET LAW ENFORCEMENT, LLC | 00 02/01/2024 | 001-2120-421.52-20 | AMMUNITION | EFT: | 3,736.20 |
| VENDOR TOTAL * | | | | | | .00 | 3,736.20 |
| 0003221 94498870 | 00 007159 | WEX BANK | 00 02/01/2024 | 001-2110-421.52-09 | PD ADMIN FUEL | EFT: | 66.28 |
| 94498870 | 000221 | | 00 02/01/2024 | 001-2110-421.52-09 | PD ADMIN FUEL | EFT: | 169.25 |
| 94498870 | 007159 | | 00 02/01/2024 | 001-2120-421.52-09 | PD OPERATIONS FUEL | EFT: | 2,671.72 |
| 94498870 | 007159 | | 00 02/01/2024 | 001-2120-421.43-05 | PD SERVICE EXPENDITURES | EFT: | 176.25 |
| 94498870 | 000221 | | 00 02/01/2024 | 001-2120-421.52-09 | PD OPERATIONS FUEL | EFT: | 2,515.08 |
| 94498870 | 000221 | | 00 02/01/2024 | 001-2120-421.43-05 | PD SERVICE EXPENDITURES | EFT: | 559.90 |
| 94498870 | 007159 | | 00 02/01/2024 | 001-2130-421.52-09 | ACO FUEL | EFT: | 43.63 |
| 94498870 | 000221 | | 00 02/01/2024 | 001-3120-431.52-09 | PW OPS FUEL | EFT: | 4,215.81 |
| 94498870 | 000221 | | 00 02/01/2024 | 001-3130-431.52-09 | PW ADMIN FUEL | EFT: | 87.62 |
| 94498870 | 000220 | | 00 02/01/2024 | 001-6120-461.52-09 | P&R FUEL | EFT: | 931.55 |
| 94498870 | 000220 | | 00 02/01/2024 | 001-7120-471.52-09 | COMM DEV FUEL | EFT: | 118.22 |
| 94498870 | 000221 | | 00 02/01/2024 | 551-4520-445.52-09 | PW STREETS FUEL | EFT: | 15.47 |
| 94498870 | 000220 | | 00 02/01/2024 | 603-3150-431.52-09 | BUILDING MAINT FUEL | EFT: | 103.07 |
| 94498870 | 000221 | | 00 02/01/2024 | 605-3116-431.52-09 | PW FLEET FUEL | EFT: | 64.74 |
| VENDOR TOTAL * | | | | | | .00 | 11,738.59 |
| 0004137 294064 | 00 000186 | WINPRO SOLUTIONS, INC | 00 02/01/2024 | 531-4320-443.52-20 | TOWELS | EFT: | 157.98 |
| VENDOR TOTAL * | | | | | | .00 | 157.98 |
| HAND ISSUED TOTAL *** | | | | | | | 335.88 |
| EFT/EPAY TOTAL *** | | | | | | | 509,594.48 |
| TOTAL EXPENDITURES **** | | | | | | 31,651.61 | 509,258.60 |
| GRAND TOTAL ***** | | | | | | | 540,910.21 |

| 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 |
| 0002363 | 00 | DOUBLE CHECK CO, INC | | | | | | |
| I-0534790 | | PI0067 008496 | 00 | 01/31/2024 | 551-4520-445.43-02 | AIRPORT FUEL PUMP | 10,260.00 | |
| | | | | | | VENDOR TOTAL * | 10,260.00 | |
| 0001446 | 00 | KMEA EMP #1 OPERATING ACCT | | | | | | |
| EMP1-GD-2023-12000151 | | | 00 | 01/25/2024 | 501-0000-351.13-00 | DOGWOOD ENERGY REVENUE | EFT: | 245,247.70- |
| EMP1-GD-2023-12000151 | | | 00 | 01/25/2024 | 501-4120-441.41-01 | KMEA EMP1 - DECEMBER | EFT: | 236,974.70 |
| | | | | | | VENDOR TOTAL * | .00 | 8,273.00- |
| | | | | | | EFT/EPAY TOTAL *** | | 8,273.00- |
| | | | | | | TOTAL EXPENDITURES **** | 10,260.00 | 8,273.00- |
| | | | | | GRAND TOTAL ***** | | | 1,987.00 |

| 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 |
|---|-----------------------|--|---|--|---|--------------------------------------|---|
| 0004265 10724203 | 00 | ACCESS INFORMATION PROTECTED 000223 | 00 02/08/2024 | 001-1150-411.31-15 | OFF-SITE STORAGE | 1,436.39 | |
| | | | | | VENDOR TOTAL * | 1,436.39 | |
| 0005127 10996 | 00 | ACULAS HEALTH LLC 000260 | 00 02/08/2024 | 601-1230-412.31-15 | PCP | EFT: | 300.00 |
| | | | | | VENDOR TOTAL * | .00 | 300.00 |
| 0004340 90566 | 00 | ALL CITY MANAGEMENT SERVICES INC PI0072 008480 | 00 01/17/2024 | 001-2110-421.31-15 | SCHOOL CROSSING GUARD | EFT: | 1,566.88 |
| | | | | | VENDOR TOTAL * | .00 | 1,566.88 |
| 0000056 50399 | 00 | AMERICAN EQUIPMENT CO. 000224 | 00 02/08/2024 | 001-3120-431.52-16 | SPREADER & PLOW SUPPLIES | EFT: | 694.68 |
| | | | | | VENDOR TOTAL * | .00 | 694.68 |
| 0005386 98966 | 00 | AMERICAN PAYMENT CENTERS 000225 | 00 02/08/2024 | 604-1320-413.44-02 | QUARTERLY DROP BOX RENTAL | EFT: | 312.00 |
| | | | | | VENDOR TOTAL * | .00 | 312.00 |
| 0001986 5918377-00 5929935-00 5930613-00 5787360-00 5931296-00 | 00 | ANIXTER, INC. 000226 000227 000228 000266 PI0076 008499 | 00 02/08/2024 00 02/08/2024 00 02/08/2024 00 02/08/2024 00 01/26/2024 | 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 | PIERCING 750-3/0 WIRE CREDIT POLARIS BLOCKS 1/0 PRIMARY CABLE | EFT: EFT: EFT: EFT: EFT: | 510.24 2,277.08 207.21 1,747.77 22,498.48 |
| | | | | | VENDOR TOTAL * | .00 | 26,826.36 |
| 0005337 11761 | 00 | BLUE CARDINAL CHEMICAL LLC 000229 | 00 02/08/2024 | 531-4330-443.52-13 | GAS BLOCKS | EFT: | 3,184.87 |
| | | | | | VENDOR TOTAL * | .00 | 3,184.87 |
| 0099999 000073269 | 00 | BPSH1, LLC UT | 00 02/06/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 65.44 | |
| | | | | | VENDOR TOTAL * | 65.44 | |
| 0002420 BMS589019 | 00 | BRENNTAG MID-SOUTH, INC 000230 | 00 02/08/2024 | 521-4220-442.52-13 | SODIUM PERMANGANATE | EFT: | 4,795.25 |
| | | | | | VENDOR TOTAL * | .00 | 4,795.25 |
| 0005198 0108665011924 0241458012124 | 00 | CHARTER COMMUNICATIONS 000231 000267 | 00 02/08/2024 00 02/08/2024 | 602-1340-413.47-05 602-1340-413.47-05 | MONTHLY BILLING MONTHLY BILLING | EFT: EFT: | 119.99 950.00 |
| | | | | | VENDOR TOTAL * | .00 | 1,069.99 |
| 0004644 U263353 | 00 | CORE & MAIN LP 000232 | 00 02/08/2024 | 521-4230-442.52-12 | 12" AFC GATE VALVE | EFT: | 2,970.81 |
| | | | | | VENDOR TOTAL * | .00 | 2,970.81 |
| 0005414 | 00 | CUSTOM METAL AND FABRICATION | | | | | |

| 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 |
|---|-----------------------|---|--|--|--|---------------------------------|---------------------------------------|
| 0005414 1432 | 00 | CUSTOM METAL AND FABRICATION 000262 | 00 02/08/2024 | 501-4130-441.52-12 | METAL FOR TOOL BOX MOUNT | EFT: | 105.58 |
| | | | | | VENDOR TOTAL * | .00 | 105.58 |
| 0003716 DP2400384 | 00 | DATAPROSE 000261 | 00 02/08/2024 | 604-1320-413.31-15 | MONTHLY BILLING - JAN 24 | EFT: | 9,659.62 |
| | | | | | VENDOR TOTAL * | .00 | 9,659.62 |
| 0001557 214459 | 00 | DATCO, INC 000265 | 00 02/08/2024 | 001-2120-421.53-02 | EMBROIDERY ON SHIRTS | 90.00 | |
| | | | | | VENDOR TOTAL * | 90.00 | |
| 0004959 50 | 00 | DIGITAL EARTH CONSULTING LLC 000262 | 00 02/08/2024 | 531-4320-443.47-39 | SEWAGE SLUDGE DISPOSAL | EFT: | 4,340.00 |
| | | | | | VENDOR TOTAL * | .00 | 4,340.00 |
| 0001762 INV126041 INV125764 | 00 | DREXEL TECHNOLOGIES INC 000259 000233 | 00 02/08/2024 00 02/08/2024 | 117-3130-431.62-07 130-3130-431.62-04 | PLAN ROOM - SANTA FE SDWK JOB POSTING | EFT: EFT: | 53.00 53.00 |
| | | | | | VENDOR TOTAL * | .00 | 106.00 |
| 0005211 01186195 01186194 01186195 01186195 | 00 | EASY ICE, LLC 000262 000262 000262 000262 | 00 02/08/2024 00 02/08/2024 00 02/08/2024 00 02/08/2024 | 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 |
| 0005355 3545732-000 | 00 | EQUIPMENTSHARE.COM INC 000263 | 00 02/08/2024 | 605-3116-431.52-05 | TRK #512 KIT SEALS | EFT: | 207.64 |
| | | | | | VENDOR TOTAL * | .00 | 207.64 |
| 0004946 4469208877 9279570154 2424383255 | 00 | EVERGY 0124000234 0224000265 0224000265 | 00 02/08/2024 00 02/08/2024 00 02/08/2024 | 521-4220-442.40-05 521-4220-442.40-05 521-4220-442.40-05 | ELECTRIC @ 14A AIR RD ELECTRIC AT INTAKE ELECTRIC AT WTP | 154.88 5,037.25 17,830.18 | |
| | | | | | VENDOR TOTAL * | 23,022.31 | |
| 0002956 KSKA3151630 KSKA3151609 | 00 | FASTENAL CO. 000262 000262 | 00 02/08/2024 00 02/08/2024 | 501-4130-441.52-12 501-4130-441.52-02 | BATTERIES FOR SHOP TOOLS FOR TRK #413 | EFT: EFT: | 26.73 1,621.44 |
| | | | | | VENDOR TOTAL * | .00 | 1,648.17 |
| 0004295 11934203 | 00 | FIRST STUDENT, INC 007162 | 00 02/08/2024 | 702-6110-461.54-52 | ACTIVITY TRIPS | EFT: | 171.50 |
| | | | | | VENDOR TOTAL * | .00 | 171.50 |
| 0001917 65559 | 00 | FLAME-OUT 000235 | 00 02/08/2024 | 551-4520-445.31-15 | FIRE EXTINGUISHER SERVICE | EFT: | 871.50 |
| | | | | | VENDOR TOTAL * | .00 | 871.50 |
| 0004196 | 00 | FORENSIC PSYCHOLOGY ASSOCIATES, 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 |
|--------------------------|-----------------------|---|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0004196 1756 | 00 | FORENSIC PSYCHOLOGY ASSOCIATES, INC 000265 | 00 | 02/08/2024 | 001-2110-421.31-15 | PSYCH EVALUATIONS | EFT: | 600.00 |
| | | | | | | VENDOR TOTAL * | .00 | 600.00 |
| 0000086 026940558 | 00 | GALLS, LLC 000238 | 00 | 02/08/2024 | 001-2120-421.53-02 | PATROL BOOTS - PETERSON | EFT: | 125.00 |
| | | | | | | VENDOR TOTAL * | .00 | 125.00 |
| 0000088 267161 | 00 | GARDNER ANIMAL HOSPITAL, P.A. INC. 000265 | 00 | 02/08/2024 | 001-2130-421.31-17 | EUTHENASIA - SICK CAT | 180.00 | |
| | | | | | | VENDOR TOTAL * | 180.00 | |
| 0000181 9007396550 | 00 | GRAINGER 000260 | 00 | 02/08/2024 | 001-6120-461.52-01 | GENERAL REPAIRS & MAINT | EFT: | 62.43 |
| 9004585254 | | 000265 | 00 | 02/08/2024 | 501-4120-441.52-12 | FUSES FOR TURBINE CONTROL | EFT: | 144.84 |
| 9004585262 | | 000265 | 00 | 02/08/2024 | 501-4120-441.52-12 | BOLTS & STUDS FOR | EFT: | 47.16 |
| 9977175497 | | 000239 | 00 | 02/08/2024 | 521-4220-442.52-12 | PVC END CAP 12" DUCT SIZE | EFT: | 108.85 |
| 9002801398 | | 000265 | 00 | 02/08/2024 | 531-4320-443.52-12 | GAUGE AND RELAY | EFT: | 502.56 |
| | | | | | | VENDOR TOTAL * | .00 | 865.84 |
| 0003183 7654 | 00 | GREEN SPECTRUM MARKETING LLC PI0077 008500 | 00 | 01/13/2024 | 001-6110-461.47-53 | BBALL 2023-24 JERSEYS | EFT: | 6,080.60 |
| | | | | | | VENDOR TOTAL * | .00 | 6,080.60 |
| 0001840 INV0985663 | 00 | GT DISTRIBUTORS INC 000236 | 00 | 02/08/2024 | 001-2120-421.52-20 | FLARES | EFT: | 174.98 |
| UNIV0037486 | | 000237 | 00 | 02/08/2024 | 001-2120-421.53-02 | UNIFORMS | EFT: | 14.50 |
| UNIV0037563 | | 000265 | 00 | 02/08/2024 | 001-2120-421.53-02 | UNIFORMS | EFT: | 197.00 |
| | | | | | | VENDOR TOTAL * | .00 | 386.48 |
| 0099999 000067679 | 00 | HALL, APOLLO UT | 00 | 02/05/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 36.90 | |
| | | | | | | VENDOR TOTAL * | 36.90 | |
| 0000995 8263080 | 00 | JCI INDUSTRIES INC. 000240 | 00 | 02/08/2024 | 521-4220-442.52-12 | BOLTS & WASHERS | EFT: | 83.27 |
| 8263016 | | 000241 | 00 | 02/08/2024 | 521-4220-442.52-12 | MAG DRIVE PUMP | EFT: | 1,128.72 |
| | | | | | | VENDOR TOTAL * | .00 | 1,211.99 |
| 0000405 214735 | 00 | JOHNSON COUNTY GOVERNMENT PI0073 008494 | 00 | 01/19/2024 | 001-2110-421.31-15 | NICHE HOSTING & MAINT FEE | 12,780.79 | |
| | | | | | | VENDOR TOTAL * | 12,780.79 | |
| 0000107 T20230015591 | 00 | JOHNSON COUNTY RECORDS & TAX ADMIN 007163 | 00 | 02/08/2024 | 001-3130-431.31-15 | EASEMENT | 174.00 | |
| | | | | | | VENDOR TOTAL * | 174.00 | |
| 0001139 00741 | 00 | KACM 007164 | 00 | 02/08/2024 | 001-1330-413.46-02 | MEMBERSHIP RENEWAL | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0001439 | 00 | KANSAS JUDICIAL COUNCIL | | | | | | |

| 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 |
|--|-----------------------|--|-----|--|--|--|--|--|
| 0001439 44394 | 00 | KANSAS JUDICIAL COUNCIL 000261 | 00 | 02/08/2024 | 001-1330-413.46-02 | 2023 MANUAL SUPPLEMENT | 45.00 | |
| VENDOR TOTAL * | | | | | | | 45.00 | |
| 0000421 200008038 18523 18544 | 00 | KANSAS MUNICIPAL UTILITIES, INC. 007165 000262 000262 | 00 | 02/08/2024 02/08/2024 02/08/2024 | 001-1140-411.46-05 501-4130-441.46-01 501-4130-441.46-01 | POSTING APPRENTICESHIP PROGRAM APPRENTICESHIP PROGRAM | EFT: EFT: EFT: | 175.00 300.00 300.00 |
| VENDOR TOTAL * | | | | | | | .00 | 775.00 |
| 0000112 4010262 4010264 4010667 4010262 4010262 4010263 4010262 | 00 | KANSAS ONE-CALL SYSTEM, INC. 000263 000262 000262 000263 000263 000266 000263 | 00 | 02/08/2024 02/08/2024 02/08/2024 02/08/2024 02/08/2024 02/08/2024 02/08/2024 | 001-3120-431.31-15 501-4130-441.40-06 501-4130-441.40-06 501-4130-441.40-06 521-4230-442.40-06 531-4320-443.31-15 531-4330-443.40-06 | STORMWATER LOCATING SERV LOCATES LOCATES ELECTRIC LOCATING SERVICE WATERLINE LOCATING SERVIC LOCATES FOR FIBER OPTIC SEWERLINE LOCATING SERVIC | EFT: EFT: EFT: EFT: EFT: EFT: EFT: | 282.90 2.40 27.60 282.90 282.90 68.40 282.90 |
| VENDOR TOTAL * | | | | | | | .00 | 1,230.00 |
| 0001446 EMP1-GD-2023-12000151 EMP1-GD-2023-12000151 | 00 | KMEA EMP #1 OPERATING ACCT 000265 | 00 | 01/25/2024 01/25/2024 | 501-0000-351.13-00 501-4120-441.41-01 | DOGWOOD ENERGY REVENUE KMEA EMP1 - DECEMBER | EFT: EFT: | 245,247.70 236,974.70 |
| VENDOR TOTAL * | | | | | | | .00 | 8,273.00 |
| 0001626 GRDA-GD-2024-03000265 | 00 | KMEA GRDA OPERATING ACCT 000265 | 00 | 02/08/2024 | 501-4120-441.41-01 | GRDA ELECTRIC | EFT: | 231,187.00 |
| VENDOR TOTAL * | | | | | | | .00 | 231,187.00 |
| 0003399 WAPA-GA-2024-02000265 | 00 | KMEA WAPA OPERATING FUND 000265 | 00 | 02/08/2024 | 501-4120-441.41-01 | KMEA - WAPA ELECTRIC | EFT: | 5,943.00 |
| VENDOR TOTAL * | | | | | | | .00 | 5,943.00 |
| 0002489 1744218 | 00 | KPERS 000263 | 00 | 02/08/2024 | 721-0000-202.03-01 | 020824 PAY PERIOD | CHECK #: 112 | 54,577.27 |
| VENDOR TOTAL * | | | | | | | .00 | 54,577.27 |
| 0002490 1744221 | 00 | KPF 000263 | 00 | 02/08/2024 | 721-0000-202.03-02 | 020824 PAY PERIOD | CHECK #: 113 | 32,223.25 |
| VENDOR TOTAL * | | | | | | | .00 | 32,223.25 |
| 0004769 12175966 | 00 | KRONOS SAASHR, INC 007165 | 00 | 02/08/2024 | 602-1340-413.47-05 | UKG READY HR, TIME & | EFT: | 1,784.32 |
| VENDOR TOTAL * | | | | | | | .00 | 1,784.32 |
| 0099999 000071321 | 00 | LARUE-GREER, ELIZABETH UT | 00 | 02/05/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 60.16 | |
| VENDOR TOTAL * | | | | | | | 60.16 | |
| 0000120 | 00 | LEAGUE OF KANSAS MUNICIPALITIES | | | | | | |

| 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 |
| 0000120 | 00 | LEAGUE OF KANSAS MUNICIPALITIES | | | | | | |
| 8441 | 000265 | | 00 | 02/08/2024 | 001-1120-411.47-02 | STO & UPOC BOOKS | EFT: | 21.10 |
| 8441 | 000265 | | 00 | 02/08/2024 | 001-1330-413.47-02 | STO & UPOC BOOKS | EFT: | 189.95 |
| 8441 | 000265 | | 00 | 02/08/2024 | 001-2110-421.47-02 | STO & UPOC BOOKS | EFT: | 1,055.21 |
| | | | | | | VENDOR TOTAL * | .00 | 1,266.26 |
| 0004949 | 00 | LEGAL RECORD, THE | | | | | | |
| L16521 | 000242 | | 00 | 02/08/2024 | 001-1150-411.47-01 | ORDINANCE SUMMARY | EFT: | 6.82 |
| L16522 | 000243 | | 00 | 02/08/2024 | 001-1150-411.47-01 | ORDINANCE SUMMARY | EFT: | 6.82 |
| L16557 | 000244 | | 00 | 02/08/2024 | 001-1150-411.47-01 | TREASURER REPORT | EFT: | 35.61 |
| | | | | | | VENDOR TOTAL * | .00 | 49.25 |
| 0005186 | 00 | LINDE GAS & EQUIPMENT | | | | | | |
| 40914545 | 000245 | | 00 | 02/08/2024 | 605-3116-431.44-02 | CYLINDER RENTAL | EFT: | 207.29 |
| | | | | | | VENDOR TOTAL * | .00 | 207.29 |
| 0002979 | 00 | LOCHNER, HW INC | | | | | | |
| TO0220227-04 | PI0080 | 008371 | 00 | 12/31/2023 | 551-4540-445.62-21 | AIRPORT PROJECT | EFT: | 10,778.00 |
| | | | | | | VENDOR TOTAL * | .00 | 10,778.00 |
| 0005383 | 00 | LOYD BUILDERS INC | | | | | | |
| APP NO 5 | PI0069 | 008345 | 00 | 01/31/2024 | 501-4140-441.61-03 | UTILITIES CAMPUS BUILDING | EFT: | 1,319.48 |
| APP NO 5 | PI0070 | 008345 | 00 | 01/31/2024 | 521-4240-442.61-03 | UTILITIES CAMPUS BUILDING | EFT: | 659.74 |
| APP NO 5 | PI0071 | 008345 | 00 | 01/31/2024 | 531-4340-443.61-03 | UTILITIES CAMPUS BUILDING | EFT: | 659.75 |
| | | | | | | VENDOR TOTAL * | .00 | 2,638.97 |
| 0005296 | 00 | MISSIONSQUARE RETIREMENT | | | | | | |
| 6216158 | 000264 | | 00 | 02/08/2024 | 721-0000-202.03-04 | CONTRIBUTIONS | CHECK #: 101 | 11,050.25 |
| 6216158 | 000264 | | 00 | 02/08/2024 | 721-0000-202.03-14 | CONTRIBUTIONS | CHECK #: 101 | 287.59 |
| | | | | | | VENDOR TOTAL * | .00 | 11,337.84 |
| 0000142 | 00 | OLATHE WINWATER WORKS | | | | | | |
| 188313 | 000246 | | 00 | 02/08/2024 | 521-4230-442.52-12 | REPAIR CLAMP | EFT: | 900.00 |
| 189153 | 000247 | | 00 | 02/08/2024 | 521-4230-442.52-12 | HYMAX | EFT: | 576.00 |
| 189210 | 000248 | | 00 | 02/08/2024 | 521-4230-442.52-12 | MEGALUG, GASKET & T-BOLTS | EFT: | 3,416.00 |
| 189233 | 000263 | | 00 | 02/08/2024 | 521-4230-442.52-12 | CHECK VALVE | EFT: | 825.00 |
| 189234 | 000263 | | 00 | 02/08/2024 | 521-4230-442.52-12 | BOLT | EFT: | 750.00 |
| 188356 | 000263 | | 00 | 02/08/2024 | 521-4230-442.52-12 | HYDRANT METER, GATE VALVE | EFT: | 1,730.00 |
| 189345 | PI0068 | 008149 | 00 | 01/31/2024 | 521-4230-442.52-12 | PLUG CORP | EFT: | 1,800.00 |
| 188427 | 000263 | | 00 | 02/08/2024 | 531-4330-443.52-12 | SADDLE | EFT: | 500.00 |
| | | | | | | VENDOR TOTAL * | .00 | 10,497.00 |
| 0004157 | 00 | OPTIV SECURITY INC | | | | | | |
| 10025867398 | 000261 | | 00 | 02/08/2024 | 001-1330-413.31-15 | RSA SECURITY | 239.93 | |
| | | | | | | VENDOR TOTAL * | 239.93 | |
| 0002020 | 00 | PACE ANALYTICAL SERVICES, INC | | | | | | |
| 2460200468 | 000266 | | 00 | 02/08/2024 | 531-4320-443.31-15 | WET TEST | EFT: | 2,317.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,317.00 |
| 0001569 | 00 | PAYCOR, INC | | | | | | |

| 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 |
| 0001569 | 00 | PAYCOR, INC | | | | | | |
| INV05241284 | 000264 | | 00 | 02/13/2024 | 001-1310-413.31-15 | PAYROLL SERVICES | CHECK #: 107 | 732.63 |
| | | | | | | VENDOR TOTAL * | .00 | 732.63 |
| 0003125 | 00 | PHOENIX FIRE SYSTEMS | | | | | | |
| 311584 | 000249 | | 00 | 02/08/2024 | 603-3150-431.43-01 | ANNUAL INSPECTION - JC | EFT: | 270.00 |
| 311584 | 000250 | | 00 | 02/08/2024 | 603-3150-431.43-01 | ANNUAL INSPECTION | EFT: | 270.00 |
| | | | | | | VENDOR TOTAL * | .00 | 540.00 |
| 0099999 | 00 | PLATINUM ROOFING, LLC | | | | | | |
| 000060879 | UT | | 00 | 02/05/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 85.08 | |
| | | | | | | VENDOR TOTAL * | 85.08 | |
| 0004385 | 00 | POMP'S TIRE SERVICE, INC. | | | | | | |
| 1180084530 | 000262 | | 00 | 02/08/2024 | 501-4130-441.43-05 | FLAT TIRE REPAIR | EFT: | 56.00 |
| | | | | | | VENDOR TOTAL * | .00 | 56.00 |
| 0004198 | 00 | PROTECT YOUTH SPORTS | | | | | | |
| 1135002 | 000251 | | 00 | 02/08/2024 | 001-6110-461.47-53 | BACKGROUND CHECKS | EFT: | 86.70 |
| | | | | | | VENDOR TOTAL * | .00 | 86.70 |
| 0000150 | 00 | QUILL CORPORATION | | | | | | |
| 36593087 | 000252 | | 00 | 02/08/2024 | 521-4220-442.52-20 | BINDER | 55.98 | |
| 36593087 | CREDIT000253 | | 00 | 02/08/2024 | 521-4220-442.52-20 | RETURNED BINDER | 55.98- | |
| 36624422 | 000254 | | 00 | 02/08/2024 | 521-4220-442.52-20 | TONER CARTRIDGES | 274.99 | |
| | | | | | | VENDOR TOTAL * | 274.99 | |
| 0000398 | 00 | REEVES-WIEDEMAN CO. | | | | | | |
| 6310588 | 000255 | | 00 | 02/08/2024 | 521-4220-442.52-12 | PVC, COUPLINGS & ADAPTERS | EFT: | 222.40 |
| | | | | | | VENDOR TOTAL * | .00 | 222.40 |
| 0003110 | 00 | REJIS COMMISSION | | | | | | |
| 523714 | 000265 | | 00 | 02/08/2024 | 602-1340-413.47-05 | VPN CONNECTION - COURT | EFT: | 74.50 |
| | | | | | | VENDOR TOTAL * | .00 | 74.50 |
| 0005380 | 00 | SHAWNEE COPY CENTER | | | | | | |
| 137353 | 000265 | | 00 | 02/08/2024 | 001-2110-421.47-02 | BUSINESS CARDS | EFT: | 200.00 |
| | | | | | | VENDOR TOTAL * | .00 | 200.00 |
| 0099999 | 00 | SLIKKER, BROCK | | | | | | |
| 000071963 | UT | | 00 | 02/05/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 48.53 | |
| | | | | | | VENDOR TOTAL * | 48.53 | |
| 0001786 | 00 | SMITTY'S LAWN & GARDEN EQUIPMENT | | | | | | |
| 94088 | 000262 | | 00 | 02/08/2024 | 531-4320-443.43-02 | NO FLAT 13 X 6.50 | 616.94 | |
| | | | | | | VENDOR TOTAL * | 616.94 | |
| 0002383 | 00 | SPRAYER SPECIALTIES, INC | | | | | | |
| 1201454-IN | 000256 | | 00 | 02/08/2024 | 521-4230-442.52-12 | PUMP | EFT: | 10.30 |
| | | | | | | VENDOR TOTAL * | .00 | 10.30 |
| 0001566 | 00 | STAPLES BUSINESS ADVANTAGE | | | | | | |

| 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 |
| 0001566 | 00 | STAPLES BUSINESS ADVANTAGE | | | | | | |
| 8072978580 | 000257 | | 00 | 02/08/2024 | 001-2110-421.52-20 | BINDERS | EFT: | 91.90 |
| | | | | | | VENDOR TOTAL * | .00 | 91.90 |
| 0005195 | 00 | STERICYCLE | | | | | | |
| 8006094288 | 000260 | | 00 | 02/08/2024 | 001-2110-421.31-15 | SHREDDING SERVICES | EFT: | 66.11 |
| | | | | | | VENDOR TOTAL * | .00 | 66.11 |
| 0002903 | 00 | STRICK & CO, INC | | | | | | |
| 45861 | 000262 | | 00 | 02/08/2024 | 501-4130-441.31-15 | SURVEYING FOR SANTA FE ST | EFT: | 287.50 |
| 45862 | 000262 | | 00 | 02/08/2024 | 501-4130-441.31-15 | SURVEYING FOR GARDNER | EFT: | 862.50 |
| | | | | | | VENDOR TOTAL * | .00 | 1,150.00 |
| 0004785 | 00 | SUMNERONE, INC | | | | | | |
| 3815016 | 000265 | | 00 | 02/08/2024 | 501-4110-441.43-02 | COPIER MAINT PROGRAM | EFT: | 44.08 |
| 3819813 | 000262 | | 00 | 02/08/2024 | 501-4130-441.43-02 | COPIER MAINT PROGRAM | EFT: | 11.54 |
| | | | | | | VENDOR TOTAL * | .00 | 55.62 |
| 0004482 | 00 | SUPERION, LLC | | | | | | |
| 402635 | PI0078 008381 | | 00 | 02/01/2024 | 602-1340-413.47-05 | ASP-TECHNICAL-ACCESS FEES | EFT: | 9,993.35 |
| | | | | | | VENDOR TOTAL * | .00 | 9,993.35 |
| 0000174 | 00 | TAPCO PRODUCTS CO. | | | | | | |
| 274824 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 321.30 |
| 274827 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 30.82 |
| 277257 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 30.83 |
| 274828 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 76.71 |
| 274835 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 57.81 |
| 274836 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 89.34 |
| 276245 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 97.04 |
| 274825 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 79.50 |
| 274822 | 000258 | | 00 | 02/08/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS | EFT: | 294.45 |
| | | | | | | VENDOR TOTAL * | .00 | 1,077.80 |
| 0005075 | 00 | TEMP-CON | | | | | | |
| 183515 | 000260 | | 00 | 02/08/2024 | 001-2120-421.43-01 | REPLACE CRANKCASE HEATER | 1,321.48 | |
| | | | | | | VENDOR TOTAL * | 1,321.48 | |
| 0000407 | 00 | TOMPKINS INDUSTRIES, INC. | | | | | | |
| 405630909 | 000263 | | 00 | 02/08/2024 | 521-4230-442.52-20 | COUPLER | EFT: | 144.32 |
| | | | | | | VENDOR TOTAL * | .00 | 144.32 |
| 0002660 | 00 | UNITED COMMUNITY SERVICE- ATF | | | | | | |
| 1006 | PI0074 008495 | | 00 | 01/26/2024 | 125-1120-411.49-04 | ALCOHOL TAX FUND | EFT: | 30,000.00 |
| | | | | | | VENDOR TOTAL * | .00 | 30,000.00 |
| 0003505 | 00 | UNITED COMMUNITY SERVICES-HSF | | | | | | |
| 2024 PAYMENT | PI0075 008497 | | 00 | 01/31/2024 | 001-1110-411.54-93 | 2024 HUMAN SERVICE FUND | EFT: | 7,300.00 |
| | | | | | | VENDOR TOTAL * | .00 | 7,300.00 |
| 0000026 | 00 | USIC LOCATING SERVICES | | | | | | |

| 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 |
| 0000026 | 00 | USIC LOCATING SERVICES | | | | | | |
| 639422 | 000263 | | 00 | 02/08/2024 | 001-3120-431.31-15 | PW LOCATING SERVICE | EFT: | 7,771.35 |
| 639424 | 000262 | | 00 | 02/08/2024 | 501-4130-441.40-06 | LOCATES | EFT: | 30.90 |
| 639425 | 000262 | | 00 | 02/08/2024 | 501-4130-441.40-06 | LOCATES | EFT: | 401.70 |
| 639422 | 000263 | | 00 | 02/08/2024 | 501-4130-441.40-06 | ELECTRIC LOCATING SERVICE | EFT: | 7,771.35 |
| 639422 | 000263 | | 00 | 02/08/2024 | 521-4230-442.40-06 | LINE MAINT WATER | EFT: | 7,771.35 |
| 639422 | 000263 | | 00 | 02/08/2024 | 531-4330-443.40-06 | LINE MAINT WASTEWATER | EFT: | 7,771.35 |
| | | | | | | VENDOR TOTAL * | .00 | 31,518.00 |
| 0099999 | 00 | WAGY, ELIZABETH | | | | | | |
| 000048987 | UT | | 00 | 02/05/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 118.01 | |
| | | | | | | VENDOR TOTAL * | 118.01 | |
| 0000366 | 00 | WARDROBE CLEANERS INC. | | | | | | |
| 02032024STM | 000265 | | 00 | 02/08/2024 | 001-2120-421.42-02 | DRY CLEANING | 330.00 | |
| | | | | | | VENDOR TOTAL * | 330.00 | |
| 0004226 | 00 | WATCHMEN SECURITY SERVICES | | | | | | |
| 85737 | 000266 | | 00 | 02/08/2024 | 501-4120-441.31-15 | VIDEO SECURITY MONITORING | EFT: | 426.89 |
| | | | | | | VENDOR TOTAL * | .00 | 426.89 |
| 0004599 | 00 | WATER RESOURCES SOLUTIONS, LLC | | | | | | |
| 24-1982 | PI0079 008470 | | 00 | 02/02/2024 | 001-3130-431.31-10 | ON-CALL STORMWATER | EFT: | 3,469.66 |
| | | | | | | VENDOR TOTAL * | .00 | 3,469.66 |
| | | | | | | HAND ISSUED TOTAL *** | | 98,870.99 |
| | | | | | | EFT/EPAY TOTAL *** | | 415,234.14 |
| | | | | | | TOTAL EXPENDITURES **** | 41,025.95 | 514,105.13 |
| | | | | | | GRAND TOTAL ***** | | 555,131.08 |

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: FEBRUARY 19, 2024

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider an appointment to the Planning Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing William Vonderschmidt to the Planning Commission with a term expiring May 2024.

Background/Description of Item:

The Planning Commission had a vacancy after a former member was elected to the council. The interview committee met with three applicants and recommends appointing William Vonderschmidt to serve on the Planning commission with a term expiring January 2026.

Suggested Motion:

Appoint William Vonderschmidt to serve on the Planning Commission with a term expiring May 2024.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION No. 1

MEETING DATE: **FEBRUARY 19, 2024**

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

Agenda Item: Consider adopting ordinance approving a rezoning from County RUR (Rural) District to CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) Districts; for potential commercial and residential development of 58.21 acres located at the southeast intersection of W 175th Street and Clare Road.

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:

After review of application 23-304-08, rezoning and associated preliminary development plan and preliminary plat for Clare Crossing (parcel IDs: 9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1004 and 9F231428-1010), and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Internal street alignments / connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff in order to promote compliance with the adopted separation standards as part of the final development plan and final plat;
2. Revise the 80' wide future Right-of-Way to align with W 178th St;
3. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
4. This rezoning request and associated development plan and plat applications shall be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners.

Staff Recommendation:

Staff recommends approval of the rezoning with the recommended conditions.

Actions:

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

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

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

Financial Impact:

None.

Other Impacts:

None

Attachments included:

- Ordinance 2793
- January 22, 2024 Planning Commission packet excerpt – staff report and application materials
- January 22, 2024 draft Planning Commission minute excerpt

Suggested Motion:

Accept the recommendation of the Planning Commission and approve Ordinance No. 2793, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

ORDINANCE NO. 2793

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

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

SECTION ONE: That having received a recommendation from the Planning Commission on 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, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located at the southeast intersection of W. 175th Street and Clare Road shall hereafter have a zoning classification from County RUR (Rural) District to City of Gardner CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) Districts.

CASE NO. 23-304-08

Rezoning from County RUR (Rural) District to City of Gardner CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) Districts:

Legal Description:

A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows by James Meis, PS 1533 on August 18, 2023:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; Thence South 00 degrees 06 minutes 12 seconds East, along the West line of the Northwest Quarter, a distance of 200.00 feet to the Point of Beginning; Thence North 89 degrees 53 minutes 48 seconds East, a distance of 20.00 feet; Thence North 16 degrees 35 minutes 45 seconds East, a distance of 140.40 feet; Thence North 53 degrees 12 minutes 47 seconds East, a distance of 50.36 feet; Thence North 88 degrees 53 minutes 18 seconds East, a distance of 600.08 feet; Thence North 89 degrees 50 minutes 36 seconds East, parallel with the North line of the Northwest Quarter, a distance of 600.26 feet to the East line of the West Half of the Northwest Quarter; Thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, a distance of 1955.27 feet; Thence South 89 degrees 03 minutes 30 seconds West, a distance of 1301.10 feet to the West line of the Northwest Quarter; Thence North 00 degrees 06 minutes 12 seconds West, along the West line of the Northwest Quarter, a distance of 1833.07 feet to the Point of Beginning. Said tract contains 58.211 acres, more or less.

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

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

PASSED by the Governing Body this 19th day of February, 2024.

SIGNED by the Mayor this 19th day of February, 2024.

(SEAL)

CITY OF GARDNER, KANSAS

Attest:

Todd Winters, Mayor

Renee Rich, City Clerk

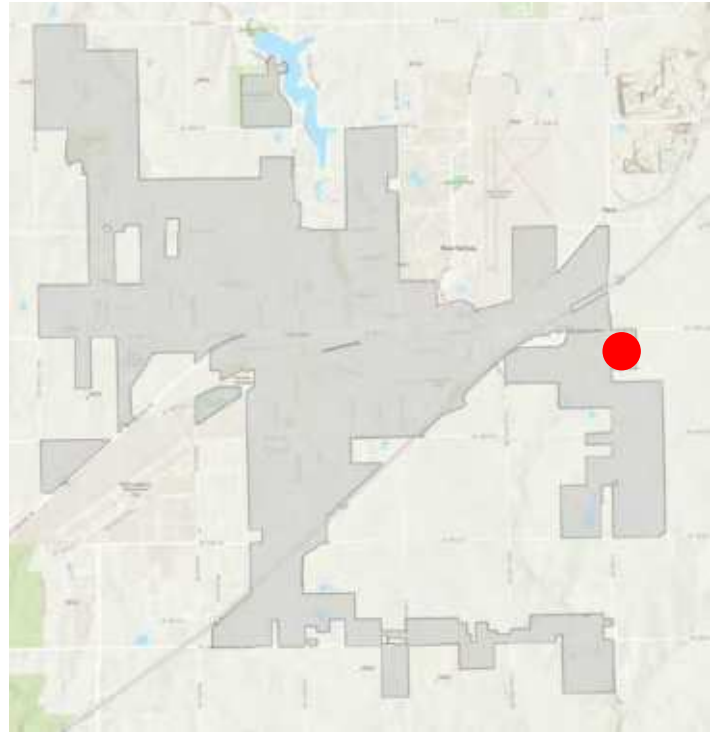
Approved as to form:

Ryan B. Denk, City Attorney

(Case No. 23-304-08)

Project Name: Clare Crossing

| | |
|----------------|---|
| PROJECT NUMBER | PDP-23-304-08 |
| REQUEST | REZONING, PRELIMINARY DEV PLAN, PRELIMINARY PLAT |
| APPLICANT | CLARE CROSSING LLC, D. DODGE |
| OWNER | CLARE CROSSING, LLC |
| PARCEL IDs | 9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1010, 9F231428-1004 |



Executive Summary

| | |
|--------------------|---|
| PRESENT ZONING: | RUR |
| PROPOSED ZONING: | CP-3, RP-3 & RP-5 |
| PRESENT LAND USE: | AGRICULTURAL |
| PROPOSED LAND USE: | COMMERCIAL & MULTI FAMILY |
| TOTAL SITE AREA: | 58.21 ACRES |
| EXISTING LOT #: | 5 |
| STREET TYPE: | LOCAL - STANDARD COLLECTOR - STANDARD |



Staff Recommendation

Staff recommends the Planning Commission recommend approval of 23-304-08 with conditions in the recommended motion.

Context:

Background/History

The properties are currently zoned RUR (Rural) which is a County zoning district and the parcels that make up these applications are currently undeveloped. The properties were annexed in the Fall of this year (Ord No: 2783). The properties are bound by 175th Street to the north and Clare Crossing to the East.

Existing Conditions

The area within the boundary of the rezoning request incorporates four parcels. The area is relatively flat with a small drainage ditch running through the far southeast corner of the site. Additionally, no flood zone has been identified within the site.

Surrounding Zoning and Land Use



| Zoning | Use(s) |
|---------------------------------------|-----------------------------------|
| North of Subject Property | |
| RUR (Rural) District – City of Olathe | Undeveloped |
| East of Subject Property | |
| RUR (Rural) District - County | Epic Nursery |
| South of Subject Property | |
| RUR (Rural) | Single-family residence |
| West of Subject Property | |
| RP-1 (Planned Single family) District | Prairie Trace Estates Subdivision |
| C-3 (Commercial) District | New Trails North |

Consistency with Comprehensive Plan

The *City of Gardner 2014 Comprehensive Plan* future land use map identifies these parcels as Regional Commercial use. There is commercial development occurring to the west and industrial development within Olathe occurring directly north of this site and it is in close proximity to Interstate I-35, it is an appropriate site to continue the progression of commercial development along 175th Street. The commercial development as depicted on this site plan provides for a transition to the residential development on the south side of this proposed development. Staff feels that this is a suitable site for commercial on the north along 175th Street with the less intensive use of housing on the southern portion of the site.

Additionally, the *I-35 & 175th Street Interchange Subarea Plan* adopted by the City of Gardner in 2018 identifies the majority of this area as regional commercial use in the future. The description of regional commercial within the sub area plan is as follows:

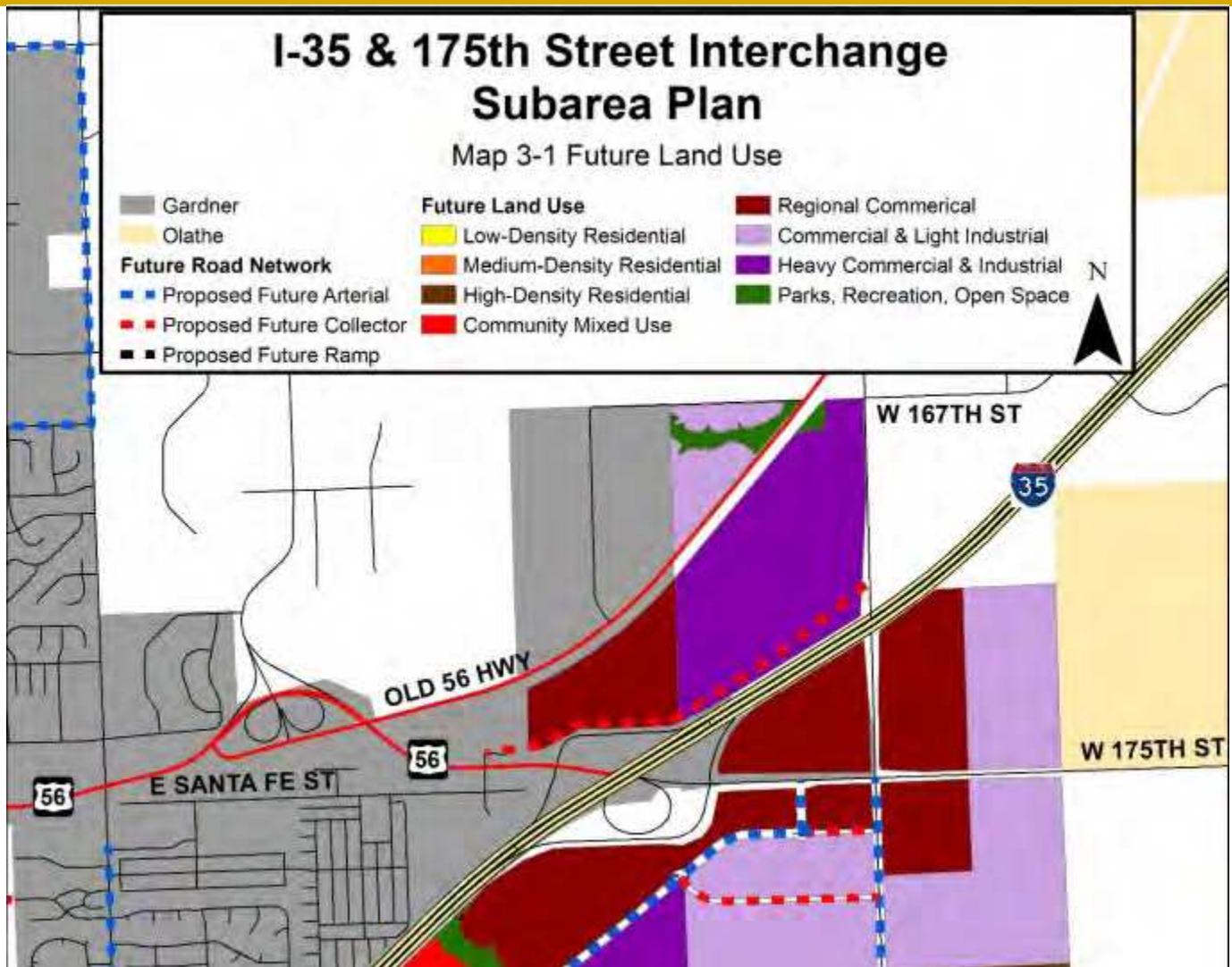
Regional Commercial: The intent of the Regional Commercial land use designation is to allow for retail and service uses located near I-35 interchanges. A regional commercial area provides goods and services aimed toward those traveling by an auto and capitalizes on accessibility from areas beyond Gardner. This designation may also include light industrial and utility uses.

Intensity: Medium-High

Zoning Districts: C-2 General Business District, CP-2 – Planned General Business District, C-3 Heavy Commercial District, CP-3 Planned Heavy Commercial District; M-1 Restricted Industrial District, MP-1 Planned Restricted Industrial District

Building Types: Small Commercial – Storefront, Small Commercial/Pad Site, Mixed-Use, General Commercial, Large Commercial, Prominent Civic, Small Civic, Small Industrial/Workshop, General Industrial

Primary Uses: Assembly, cultural and public service, school, open/civic space, residential care, retail, grocery, outdoor sales, convenience store/fuel station, animal care, food and beverage, health care, lodging, office, personal services, recreation/entertainment, vehicle/equipment service and repair, manufacturing – limited/artisan, light, and general, commercial storage, animal care, freight and distribution – light, vehicle equipment service repair – limited, general, and heavy, public utility facility – minor



Review Criteria

Staff Analysis – Zoning Map Amendment

This section of the staff report provides the Planning Commission with the criteria utilized when considering zoning map amendments per the Gardner Land Development Code (Section 17.03.030 (B) Review Criteria) along with staff comments.

- 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 character of the developed area near this location is primarily influenced by transportation and commerce related uses, facilities and structures including restaurants, highway convenience, lodging to the west and industrial/warehouse/distribution to the north and commercial nursery to the east.*
- The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;** *See the surrounding Zoning and I-35 & 175th Street Interchange maps above. The proposed zoning district and associated potential uses are compatible with the existing uses and zoning located around this site. Because the very northwest corner of this development is within 1 mile of the New Century Airport, it is possible that some uses in the CP-3 district may need to be limited and associated development qualities mitigated in some manner. These will typically be addressed through the development plan review process.*
- The suitability of the subject property for the uses to which it has been restricted;** *The uses associated with the A (Agriculture) district zoning do not appear to be the highest and best use of the*

land considering the nearby commercial development and close proximity and access to I-35 interchange. The parcel is currently zoned RUR Rural District which would appear to be more suitable as the proposed CP-3 zoning with the proposed multi-family residential RP-3 and RP-5 zoning on the south side as the development transitions to a less intensive residential uses to the south.

4. **The extent to which removal of the restrictions will detrimentally affect nearby property;** *The commercial uses are considered to be more intense uses that are typically more impactful to nearby residential properties in terms of traffic, lighting and noise than multi-family uses. The multi-family zoning would provide a transition in manufacturing being developed to the north and from the existing single family to the east and planned single family to the south.*
5. **The length of time the subject property has remained vacant as zoned;** *The subject property has never been developed and is used for agricultural purposes or vacant. The length of time that the property has remained vacant or in agricultural use is reflective of market/development trends and access to infrastructure such as water and sanitary sewer. The extension of such infrastructure and market trends are driving development within this area.*
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;** *It is recognized that this property has value in the marketplace and is likely to develop based on market trends in the area and its proximity to the I-35 Interchange. The relative gain to economic development, public health, safety and welfare by current restrictions on the property if restriction were to remain are based on the assumption that the property would remain undeveloped which would result in a minimal gain from both property and sales tax.*
7. **The recommendations of professional staff;** *See the 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 proposed rezoning appears to be consistent with the I-35 & 175th Street Interchange Subarea Plan, and would bring the property closer to the intent for regional commercial land use in the area. The use of the development plan process would be necessary to address the quality of commercial development within the area.*
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 proposed uses would not adversely affect the capacity or safety of any utilities, infrastructure or public improvement serving the vicinity. As part of this development, additional road improvements are planned along 175th Street to provide lane management along this right-of-way which will help with the increase in traffic to the area.*
10. **Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.** *No other relevant factors or policies are pertinent to this amendment request.*

Preliminary Development Plan (LDC Section 17.03.040 C.)

1. **The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Comprehensive Plan, and based upon generally accepted planning and design practice.** *This plan could not have been accomplished through the strict application of the base zoning district. As such this is a preliminary plan and there are expected to be internal adjustments to both road and buildings within the development. The strict standards that are applicable to our land development code do not allow the ability to make minor adjustment to the proposed plan.*
2. **The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant.** *The planned improvement to this development will provide additional public health, safety and welfare to the community in particular to the right-of-way of 175th Street. The development plan also provide amenities through the construction of sidewalk that should encourage walkability and public health to the I-35 & 175th Street Subarea.*

3. **The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.** *The base C-3 Commercial district intent is to provide retail, service and employment uses that provide an economic benefit to the region. The development proposes a beneficial mix of regional service uses that will also provide for residential living within walking distance of essential goods along a designated transit route and near a major highway system. The final development plan will be reviewed per all standards applicable to and associated with the base C-3 zoning designation including building type; frontage type; site development; landscape and amenities.*
4. **The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.** *The plan meets most development regulations that are based on sound planning and urban design principles. The plan also provides for an appropriate transition between use intensity, from the less intense residential along the south parcel line to the more intense commercial along 175th Street.*
5. **The plan meets all of the review criteria for a zoning map amendment.** *Per the previous section, staff finds this criteria is met.*

Preliminary Plat (LDC Section 17.03.030 D.)

- a. **The application is in accordance with the Comprehensive Plan and in particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles and concepts of the plan.** *The application is generally consistent with the Comprehensive Plan as outlined in the section above. This plan proposes the dedication of additional right-of-way along 175th Street and Clare Road to allow for the reconstruction of turn and deceleration lanes along 175th. The Comprehensive Plan identifies the area as “Regional Commercial” land use which includes uses that draw customers from a wider service area. Additionally the construction of improvements allow for future growth and development along the 175th Corridor. These are consistent with principles and concepts of the Comprehensive plan.*
- b. **Compliance with the requirements of this Land Development Code, and in particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.** *The proposed plat meets the block and lot dimensional standards in the Land Development Code. The street type standards are met. Some additional modifications will need to be accomplished with some entrance roads to this development. This will be a condition of approval in the recommended motion.*
- c. **Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.** *The developer is proposing 3 phases which will start with the north commercial lots along 175th Street then progress to the residential lots for phases 2 and 3 to the south. This allows for all of the 175th Street improvements to be done at the beginning of the project.*
- d. **Any impacts identified by specific studies or technical reports, including a preliminary review of stormwater, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.** *The Traffic Impact Study (TIS) and Preliminary Stormwater Management Plan were submitted and approved. Stormwater will be controlled through the development of a regional detention basin. The final Stormwater Management Plan will need to be approved by the City Engineer prior to final plat approval.*
- e. **The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.** *The application does not deter any future or existing development on adjacent properties. The developer is working with the City on the improvements to 175th Street and Clare Road.*
- f. **The design does not impede the construction of anticipated or planned future public infrastructure within the area.** *This design does not impede the construction of anticipated or planned future public infrastructure within the area.*

- g. **The recommendations of professional staff, or any other public entity asked to officially review the plat.** *Staff recommends approval of the preliminary plat for Clare Crossing with conditions outlined in the recommended motion.*

Staff Analysis – Infrastructure/Other

Electric

Existing electric utilities are located either within or adjacent to the site and will be provided by the City of Gardner. There are two Evergy easements along the eastern side of the site, one is 70' wide, and the other is 40' wide.

Water

The property is in the Water District 1 service area.

Sanitary Sewer

Sanitary sewer will be serviced by Gardner.

Storm Sewer

Detention areas are located in the northern and on the southeast portions of the site.

Roadway Network & Vehicular Access

Access will be provided through 2 entrances off of 175th Street and 2 off of Clare Road.

Sidewalks

The development will include 5' wide sidewalks along both sides of all internal street.

New Century Air Center

A portion of the very northwest side of the development is within 1 mile of the New Century Airport and will need to be reviewed and approved by the Johnson County Airport Commission and the Board of County Commissioners.

Deviations

No deviations are being requested at this time. As the commercial lots are submitted for final development approval, there are anticipated deviations that will need to be addressed at that time.

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.

Recommended Motion

After review of application 23-304-08, rezoning and associated preliminary development plan and preliminary plat for Clare Crossing (parcel IDs: 9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1004 and 9F231428-1010), and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Internal street alignments / connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff in order to promote compliance with the adopted separation standards as part of the final development plan and final plat;
2. Revise the 80' wide future Right-of-Way to align with W 178th St;
3. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
4. This rezoning request and associated development plan and plat applications shall be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners.

Attachments

1. Preliminary Development Plan
2. Preliminary Plat

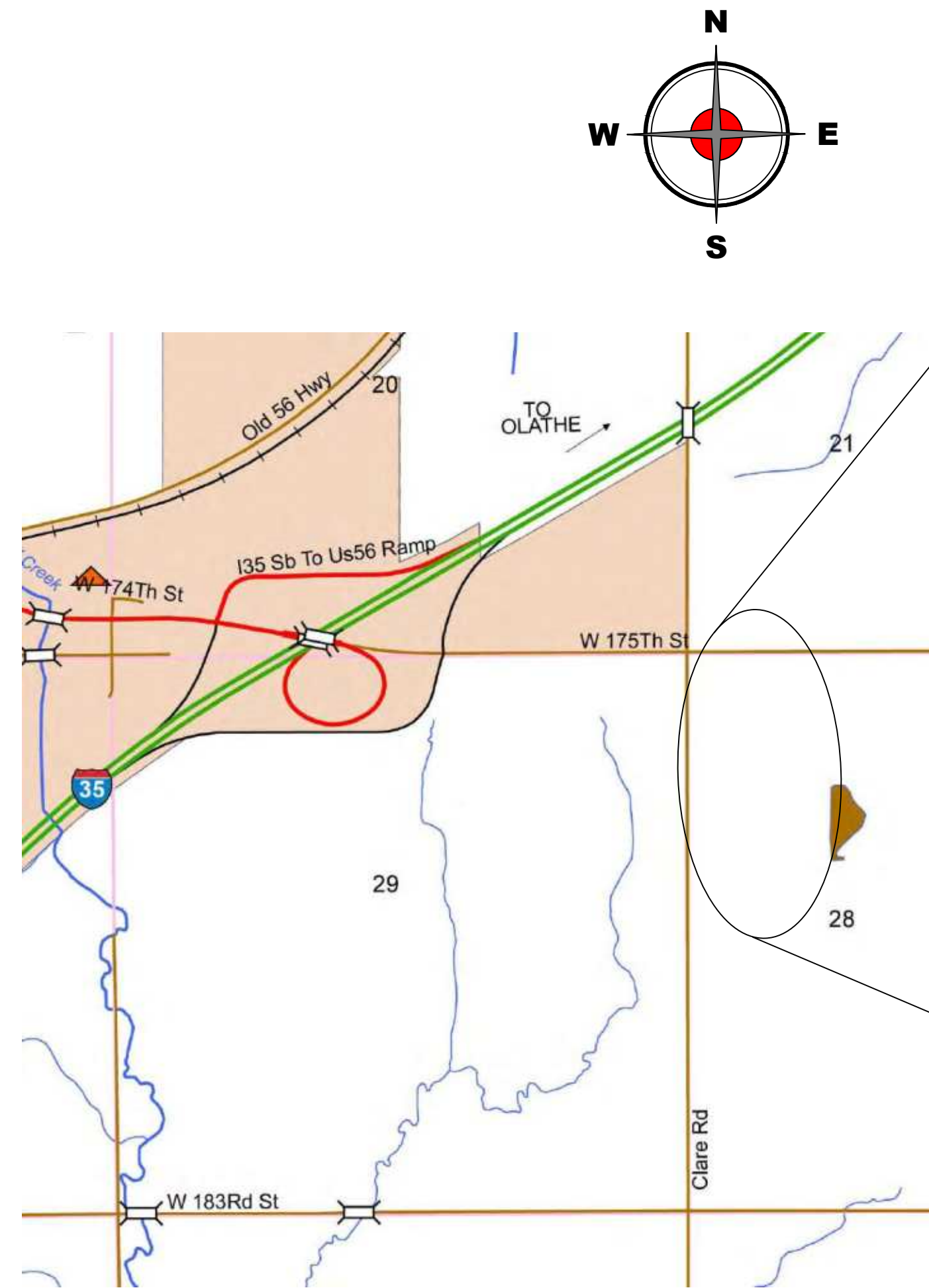
CLARE CROSSING DEVELOPMENT

CITY OF GARDNER, KANSAS

JOHNSON COUNTY, KS

| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
TITLE SHEET



SHEET INDEX

| | |
|-----|--|
| A1 | Title Sheet |
| A2 | Existing Survey |
| A3 | Site Overview |
| A4 | Commercial Zoning Details |
| A5 | Residential Zoning Details |
| A6 | Clare Crossing First Plat (Commercial Zoning) |
| A7 | Clare Crossing First Plat (Residential Zoning) |
| A8 | Preliminary Grading Plan |
| A9 | Waterline Concept Layout |
| A10 | Sanitary Sewer Concept Layout |
| A11 | Project Construction Phasing |
| A12 | Street Typical Sections |
| A13 | Gardner Standard Details |

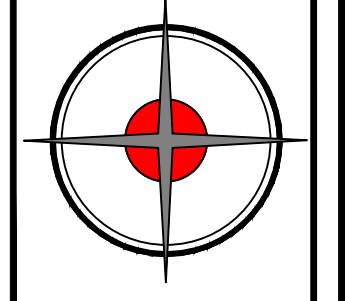
DESIGN CONTACTS

OWNER:
Johnny Brown & Brain Schumann
Clare Crossing, LLC
2955 SW Wanamaker Drive
Topeka, KS 66614

DESIGN ENGINEER:
Buck A. Driggs, PE
Driggs Design Group, PA
1115 Westport Drive, Suite F
Ph: (785) 313-1346
Email: bdriggs@driggsdesign.com

PROFESSIONAL SURVEYOR:
James Meis, PS
Driggs Design Group, PA
1017 Downing Avenue
Hays, KS 67601
Ph: (785) 650-9864
Email: jmeis@driggsdesign.com

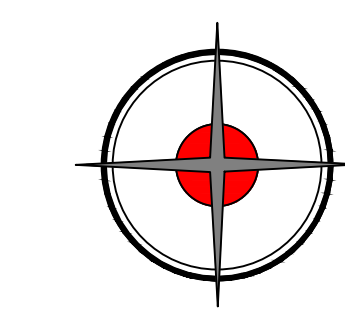
DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



KANSAS ONE-CALL
1-800-DIG-SAFE (344-7233)
ALLOW 2-10 WORKING DAYS



PRELIMINARY DEVELOPMENT PLAN

CONVENTIONAL SIGNS

| | | | |
|---------------------------------|-------|---------------------------------|-------------|
| COUNTY LINE | --- | CENTER LINE OF PROJECT | —+4000 +100 |
| CITY LIMITS | ---- | TERRACE | ----- |
| STATE OR NATIONAL LINE | ----- | CULVERTS | ----- |
| TOWNSHIP, SECTION or GRANT LINE | ----- | DROP INLET & STORM SEWER | ----- |
| PROPERTY LINE | ----- | ACCESS CONTROL | ----- |
| HIGHWAY FENCE | ----- | MARSH | ----- |
| EXISTING FENCE | ----- | HEDGE | ----- |
| GUARD FENCE | ----- | TREES | ----- |
| CONSTRUCTION LIMITS | ----- | PROFILE ELEVATION | ----- |
| RIGHT OF WAY LINE | ----- | STREAM OR CREEK | ----- |
| TRAVELED WAY | ----- | WATER (UNDERGROUND) | ----- |
| RAILROADS | ----- | GAS (UNDERGROUND) | ----- |
| TELEVISION (UNDERGROUND) | ----- | HIGH PRESSURE GAS (UNDERGROUND) | ----- |
| POWER (UNDERGROUND) | ----- | SAN. SEW. MAIN (UNDERGROUND) | ----- |
| POWER (OVERHEAD) | ----- | CHAIN LINK FENCE | ----- |
| TELEPHONE (UNDERGROUND) | ----- | ELECTRIC (UNDERGROUND) | ----- |
| TELEPHONE (FIBER OPTIC) | ----- | | |
| TRAFFIC SIGNAL (UNDERGROUND) | ----- | | |

CONVENTIONAL SYMBOLS

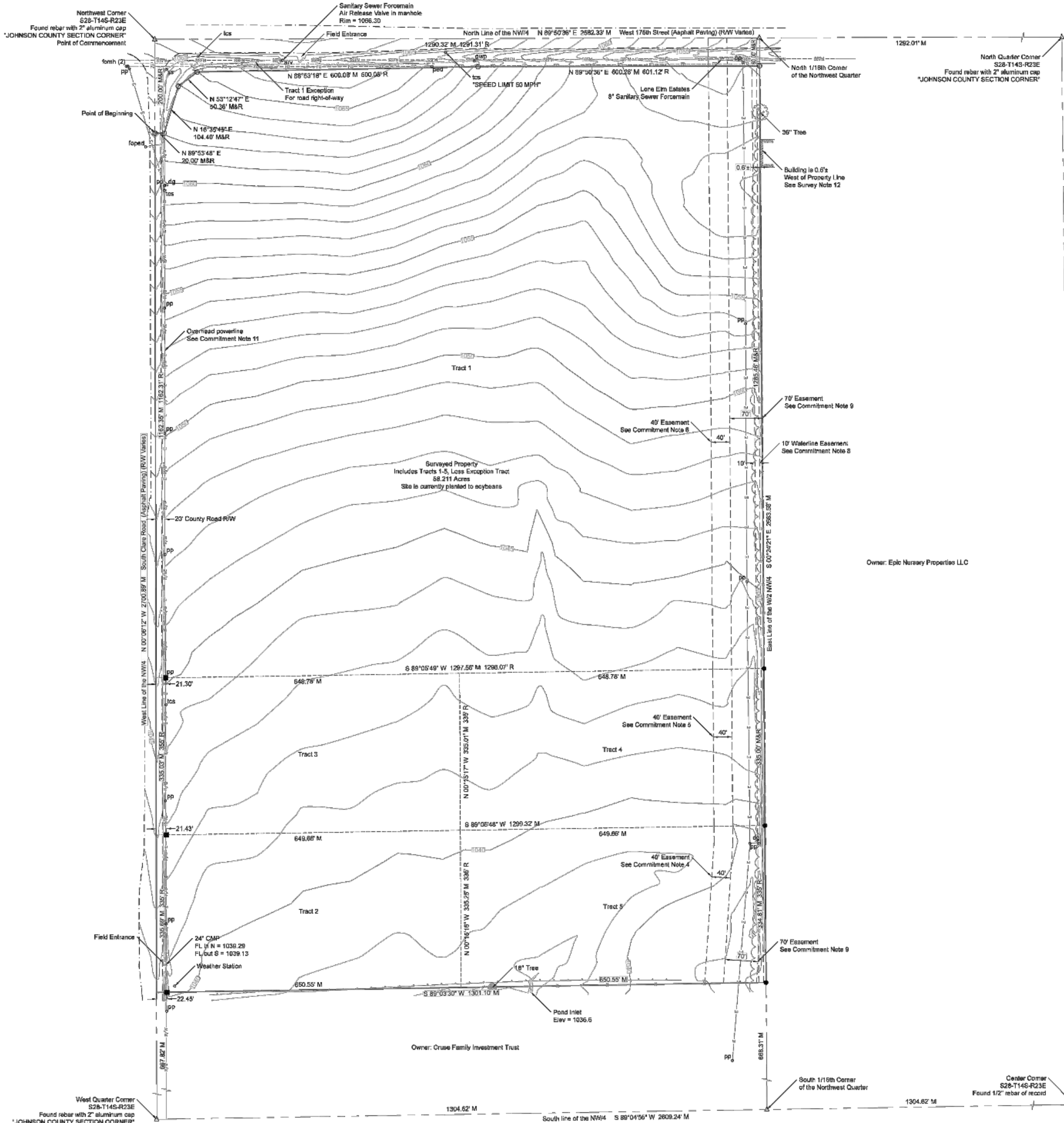
| | |
|-------------------------|--------------------------|
| BM BENCH MARK | TM TREE W/ CIRCUMFERENCE |
| SEC SECTION CORNER | STUMP W/ CIRCUMFERENCE |
| PIN PROPERTY PIN | SIGN & POST |
| GUY WIRE | MAN HOLE |
| PP POWER POLE | MAN HOLE (SAN SEW) |
| FP FLAG POLE | MAN HOLE (STM SEW) |
| LP LIGHT POLE | GV GAS VALVE |
| TP TELEPHONE POLE | GM GAS METER |
| TPED TELEPHONE PEDESTAL | WM WATER VALVE |
| CTV CABLE TV POLE | WM WATER METER |
| BORE BORE LOCATION | FD FIRE HYDRANT |
| WD WITH DEPTH OF HOLE | SH SPRINKLER HEAD |
| | MB MAIL BOX |

| | |
|--------------|------------|
| Project No.: | EC2023-20A |
| Date: | 1/11/2024 |
| Sheet No.: | A1 OF A13 |

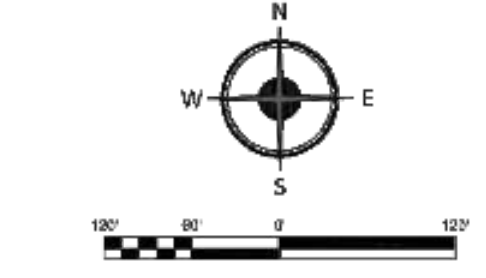
ALTA/NSPS LAND TITLE SURVEY

in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East, Johnson County, Kansas

| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

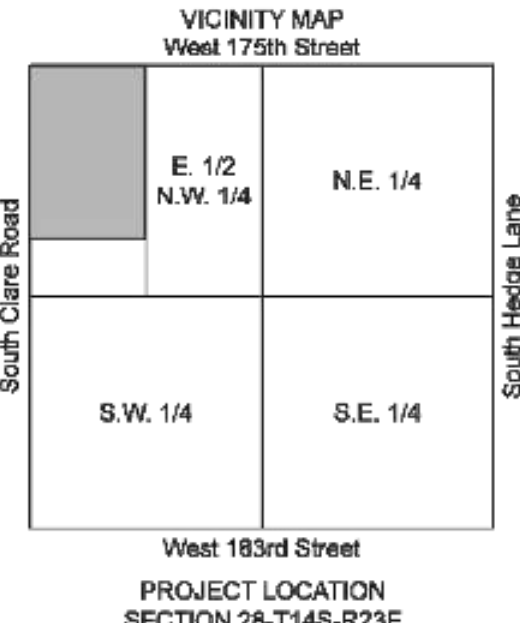


East Line of the NW1/4 S 00°05'34\"/>



LEGEND:

- △ Section Corner
- Found 1/2\"/>
- Found 3/4\"/>
- Set 1\"/>
- M Measured
- R Record
- PP Power pole
- dg Down guy
- fpod Fiber optic pedestal
- fmh Fiber optic manhole
- gwp Gas line witness post
- arv Sanitary sewer forcemain air release valve
- tr Traffic control sign
- ls Stop sign
- Edge of asphalt
- Electric (Overhead)
- Fiber optic
- Sanitary sewer forcemain
- Gas (Buried)
- Fence
- Right-of-Way
- Crop line
- Building face
- Edge of timber
- Deciduous tree
- Coniferous tree



LEGAL DESCRIPTION: From Title Commitment No. KC-C302808-3

Tract 1
Part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 14, Range 23, described as follows: Commencing at the Northwest corner of said Section 28 for a point of beginning; thence Easterly 1,261.31 feet to a point on the North line of said Section 28; thence South 1,344.07 feet to a point which is 1,256.07 feet East of the West line of said Section 28; thence West to a point on the West line of Section 28 which is 1,302.31 feet South of the point of beginning; thence North 1,567.31 feet to the point of beginning, EXCEPT part in roads, if any, in Johnson County, Kansas.

LESS AND EXCEPT:
A tract of land in the West half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 8th PM, described as follows: Beginning at the Northwest corner of the West half of said Quarter Section; thence on an assumed bearing of North 89°24'33\"/>

Tract 2
The West half of the North 335 feet of the South 1000.00 feet of the West half of the Northwest Quarter of Section 28, Township 14, Range 23, Johnson County, Kansas, except the South 20 feet and except that part in roads.

Tract 3
The West half of the North 335 feet of the South 1338.86 feet of the West half of the Northwest Quarter of Section 28, Township 14, Range 23, Johnson County, Kansas, except that part in roads.

Tract 4
The East half of the North 335 feet of the South 1538.80 feet of the West half of the Northwest Quarter of Section 28, Township 14, Range 23, Johnson County, Kansas.

Tract 5
The East half of the North 336 feet of the South 1003.80 feet of the West half of the Northwest Quarter of Section 28, Township 14, Range 23, Johnson County, Kansas.

LEGAL DESCRIPTION: Surveyed Property
A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows by James Meis, PS 1533 on August 18, 2023:
Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; thence South 08 degrees 08 minutes 12 seconds East, along the West line of the Northwest Quarter, a distance of 200.00 feet to the Point of Beginning; thence North 89 degrees 53 minutes 48 seconds East, a distance of 20.00 feet; thence North 18 degrees 35 minutes 45 seconds East, a distance of 104.40 feet; thence North 53 degrees 12 minutes 47 seconds East, a distance of 50.36 feet; thence North 88 degrees 18 minutes 18 seconds East, a distance of 600.08 feet; thence North 89 degrees 50 minutes 30 seconds East, parallel to the North line of the Northwest Quarter, a distance of 800.20 feet to the East line of the West Half of the Northwest Quarter; thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, a distance of 1826.27 feet; thence South 89 degrees 03 minutes 30 seconds West, a distance of 1301.10 feet to the West line of the Northwest Quarter; thence North 09 degrees 03 minutes 12 seconds West, along the West line of the Northwest Quarter, a distance of 1833.07 feet to the Point of Beginning. Said tract contains 58.211 acres, more or less.

SURVEY NOTES:

- This survey meets the Relative Positional Precision for an ALTA/NSPS Land Title Survey.
- No address was provided in the title commitment letter. No address is disclosed by the City of Gardner or Johnson County.
- The surveyed property does not fall within a special flood hazard area as mapped by FEMA based upon FIRM Panel 200910D1202, effective date August 3, 2006.
- Cross land area of surveyed property is 58.211 acres.
- Surveyed property is zoned RUR (from Johnson County Zoning Code Lookup). There was no zoning report or letter provided.
- All bearings, distances and coordinates shown are grid, Kansas Regional Coordinate System: Zone 11 - Kansas City.
- Contours at 1' intervals were determined by a ground survey of the subject property. Elevations based on Johnson County benchmark 661, elevation = 1042.06 NAVD83. All elevations shown are NAVD83.
- Kansas One Call Ticket No. 23338951 and 23338958, dated July 7, 2023.
- Surveyed property abuts and has physical access via a field entrance to South Clare Road. Surveyed property abuts and has physical access to West 179th Street via a field entrance.
- There was no evidence of recent earth moving work, building construction, or building additions during field work, which was completed August 10, 2023.
- No buildings observed on the surveyed property.
- A portion of the building located on adjoining property is located on the surveyed property and may be an encroachment.
- Proposed development will most likely require additional right of way to be dedicated along South Clare Road.
- There was no wetland delineation performed on the surveyed property.

COMMITMENT NOTES:

- Title Commitment No. KC-C302808-3, effective date May 7, 2023 at 7:00 am
- Schedule B, Part II, Item 10. The terms and provisions contained in the document entitled "Water Main Extension Agreement Creating a Benefit Area M-210158A" filed as Book 202204 at Page 006444. Does affect the surveyed property, does not create an easement and cannot be shown on the survey.
- Schedule B, Part II, Item 11. The terms and provisions contained in the document entitled "Water Main Extension Agreement Creating a Benefit Area M-160228A" filed as Book 202204 at Page 006430. Does affect the surveyed property and is shown on this survey.
- Schedule B, Part II, Item 12. An easement for Right-of-Way, recorded as Book 201105 at Page 006069. Does affect the surveyed property and is shown on this survey.
- Schedule B, Part II, Item 13. An easement for Right-of-Way, recorded as Book 201012 at Page 009090. Does affect the surveyed property and is shown on this survey.
- Schedule B, Part II, Item 14. An easement for Right-of-Way, recorded as Book 201012 at Page 006534. Does affect the surveyed property and is shown on this survey.
- Schedule B, Part II, Item 15. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolution No. 10-018 filed in Book 201003 at Page 007596. Does affect the surveyed property, does not create an easement and cannot be shown on the survey.
- Schedule B, Part II, Item 16. An easement for Water Line, recorded as Book 3311 at Page 885. Does affect the surveyed property and is shown on this survey.
- Schedule B, Part II, Item 17. An easement for Right-of-Way, recorded as Book 1799 at Page 307. Does affect the surveyed property and is shown on this survey.
- Schedule B, Part II, Item 18. An easement for Right-of-Way, recorded as Book 91 at Page 186. Does affect the surveyed property but cannot be shown because the location of the line cannot be determined.
- Schedule B, Part II, Item 19. An easement for Right-of-Way, recorded as Book 18 filed at Page 054. Does affect the surveyed property but cannot be shown because the location of the line cannot be determined and it is buried in nature.
- Schedule B, Part II, Item 20. An easement for Pipeline, recorded as Book 12 Misc. at Page 495. Does affect the surveyed property but cannot be shown because the location of the line cannot be determined and it is buried in nature.
- Schedule B, Part II, Item 21. An easement for Pipeline, recorded as Book 3 Misc. at Page 437. Does affect the surveyed property but cannot be shown because the location of the line cannot be determined and it is buried in nature.

SURVEYOR'S CERTIFICATE:
I, JAMES MEIS, a duly licensed and duly bonded limited liability company and Fidelity National Title Insurance Company
do hereby certify that this map or plat and the survey on which it is based were made in accordance with the 2001 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6a, 6b, 7a, 7b, 7c, 8, 9, 10, 11a, 11b, 12, 13, 14, 15, 16, 17, 18 and 19 of Table A thereof. The field work was completed on August 10, 2023.
Date of Plat or Map: 05-12-2023

James Meis
Kansas PS 1533

UTILITIES:
All underground utilities may not be shown. Above ground utilities are located and shown. Underground utilities which have been flagged by their respective owners are shown.

KANSAS ONE CALL: 1-800-544-7223 (DIG-SAFE)

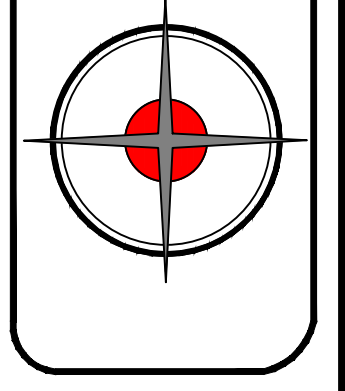
With regard to Table A, Item 11, source information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.2.3. In the development of a view of the underground utilities, however, including excavation, the exact location of underground facilities cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. In such cases the surveyor or map maker may have been affected by the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or private utility locate requests may be necessary.

| | |
|---|----------------|
| Amos Energy | (866) 322-8667 |
| BrightSpeed | (800) 778-8140 |
| Central Glass | (513) 922-6121 |
| Cleaver Fiber Networks | (800) 778-8140 |
| Energy | (785) 246-1948 |
| City of Gardner Electric, Storm, Sewer, Water | (303) 778-8140 |
| Johnson County Waste Water | (800) 778-8140 |
| Kansas Fiber Network (KFN) | (800) 778-8140 |
| Chaster-Corn DBA Spectrum | (313) 971-8211 |
| Waterone | (513) 895-1806 |

| | | |
|--|--|---|
| J&J Investments John Brown 2655 SW Wanamaker Drive Topeka, KS 66614 | DRIGGS DESIGN GROUP, PA Surveying Engineering Planning 1017 Downing Avenue, Hays, Kansas 67801 www.driggsdesign.com (785) 621-4280 | Project No.: 2023-126 Date: 05-12-2023 Scale: 1" = 120' Sheet No. 1 of 1 Drawn By: DV |
|--|--|---|

CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
EXISTING SURVEY

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



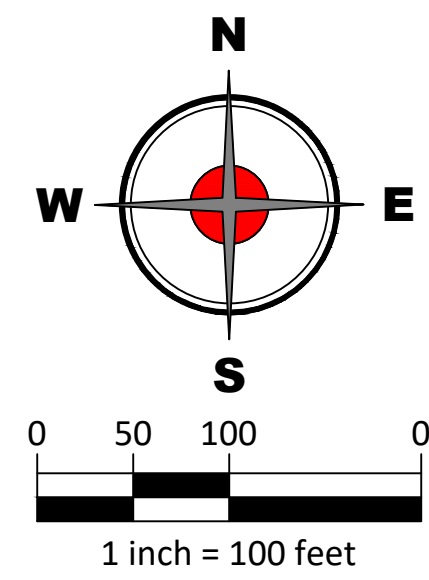
Project No.: EC2023-20A
Date: 1/11/2024
Sheet No.: A2 OF A13

FOR INFORMATION ONLY



SITE INFORMATION

- Existing Use - Agricultural
- Future Land Use - Commercial and multi-family residential
- Existing Zoning - Rural
- Proposed Zoning - See Sheets A4 and A5 for zoning information
 - CP-3: Commercial District - 21.97 acres
 - RP-3: Garden Apartment District - 6.86 acres
 - RP-5: Apartment House District - 17.51 acres
- Gross Land Area - 58.21 acres
- See Sheet A4 for Proposed Commercial Uses, See sheet A5 for Proposed Residential Uses



| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

OPEN SPACE INFORMATION

| Land Use | Development Area(Ac.) | City Requirement (%) | Minimum Green Space Required (Ac.) | Current Site Plan (Ac.) |
|--------------------|-----------------------|----------------------|------------------------------------|-------------------------|
| Commercial (CP-2) | 21.97 | 12.00 | 2.64 | 4.80 |
| Residential (RP-3) | 6.86 | 15.00 | 1.03 | 1.03 |
| Residential (RP-5) | 17.51 | 15.00 | 2.63 | 8.73 |
| Total | 46.34 | | 3.67 | 14.56 |

NOTES:

- Area calculated above for the Residential (RP-3) is based off the minimum requirements for the City of Gardner.
- The calculation for the current green space within the development includes the area of the proposed storm water detention area.
- No green space from within the proposed right of way was included in the above information.

PROPOSED STREET CLASSIFICATIONS

- Clare Crossing Drive - Local street
- West 177th Street - Collector Street
- Claremont Court - Local Street
- Harmony Road - Local Street
- Pioneer Court - Local Street
- Harvest Lane - Local Street
- Proposed Typical Section for each street can be found on sheet A12

SITE LEGEND

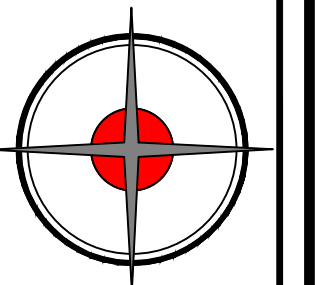
- Right of Way
- Property Line
- Building Setback
- Johnson County Airport 1-mile Radius
- Project Limits

NOTES

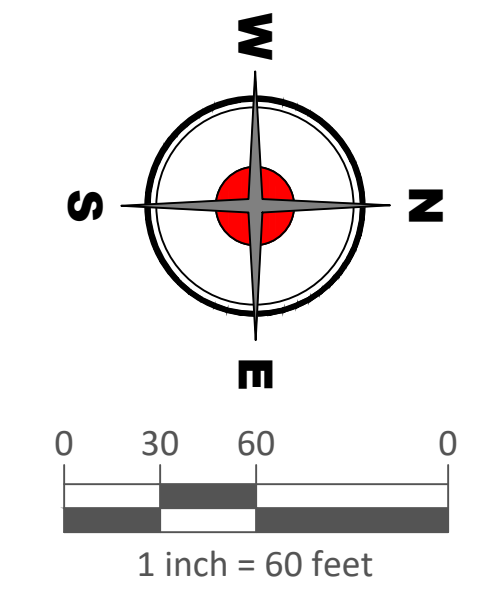
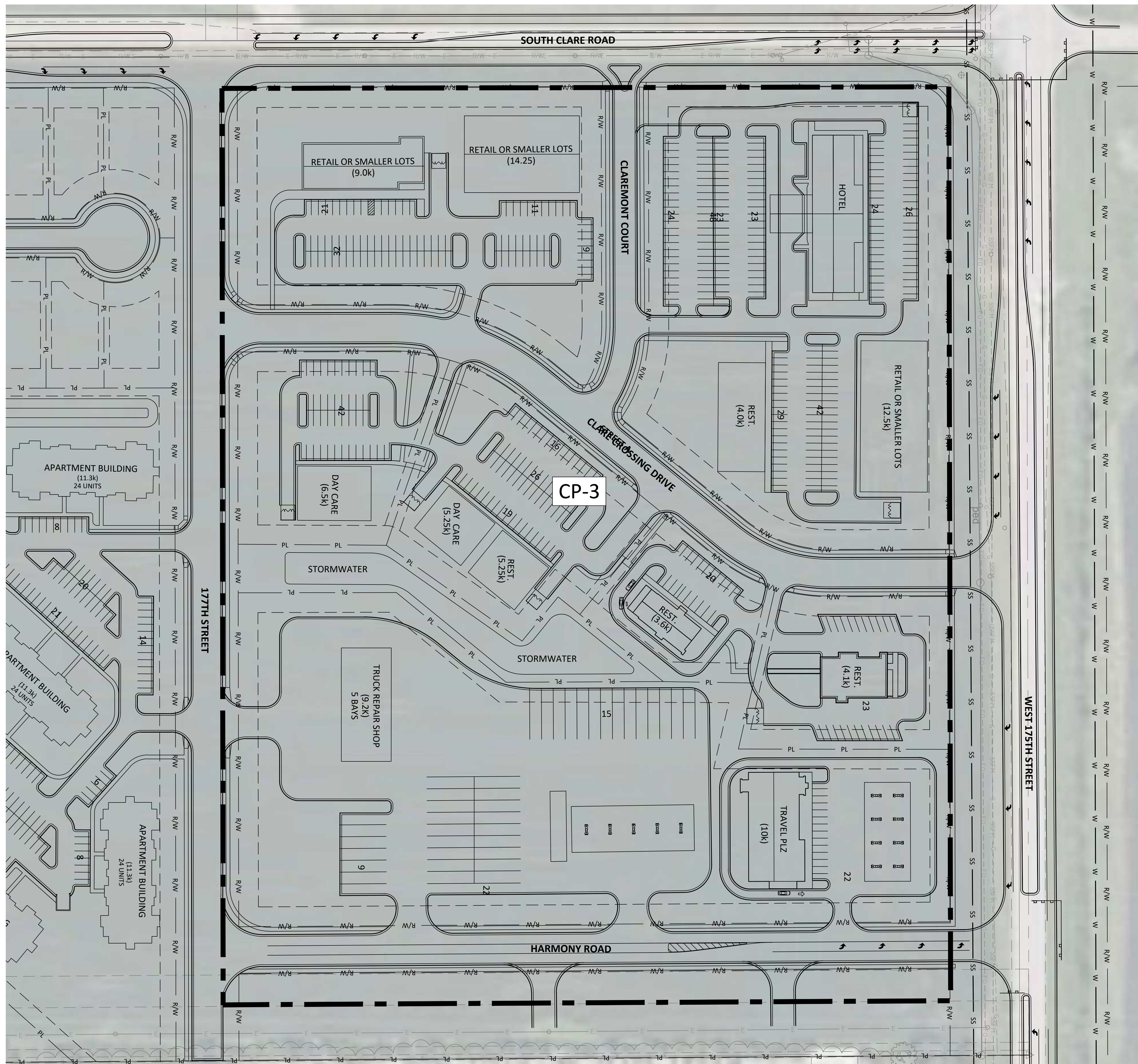
- All Streets shall be paved per city of Gardner Technical Specifications Section 1400.
- All sidewalks shall be portland cement concrete according to section 2000 of Gardner Technical Specifications.
- Access points for Epic Landscape will be evaluated with land owner as part of initial project discovery.
- Access modification off of 175th Street will be discussed with Epic Landscape property owner.

**CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
SITE OVERVIEW**

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



Project No.: EC2023-20A
Date: 1/11/2024
Sheet No.: A3 OF A13



PROPOSED ZONING LEGEND
 CP-3

SITE INFORMATION

CP-3 - 9 lots

- Lot Area - 21.97 acres
- Proposed Usage
 - Large Retail
 - Retail Warehouse
 - Heavy Convenient Store/Fuel Station
 - General Food Beverage
 - Supermarket Grocery
 - General Animal Care
 - Large Lodging
 - General Office
 - General Personal Service
 - Indoor Commercial Storage
 - Day Care Center
 - Limited and General Personal Services

CP-3 SITE DATA

| SETBACK TYPE | CODE | PROPOSED |
|---------------|--------|----------|
| Front | 25'-0" | 25'-0" |
| Interior Side | 0'-0" | 10'-0" |
| Street Side | 0'-0" | 25'-0" |
| Rear | 25'-0" | 25'-0" |
| Height | 45'-0" | 45'-0" |

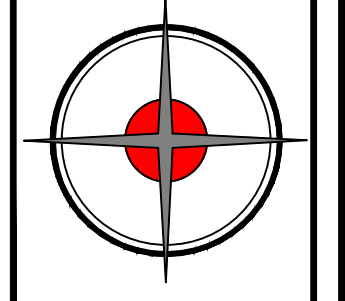
NOTES

1. See sheet A3 for Detailed Site Information
2. See Sheet A5 for Residential Zoning Information

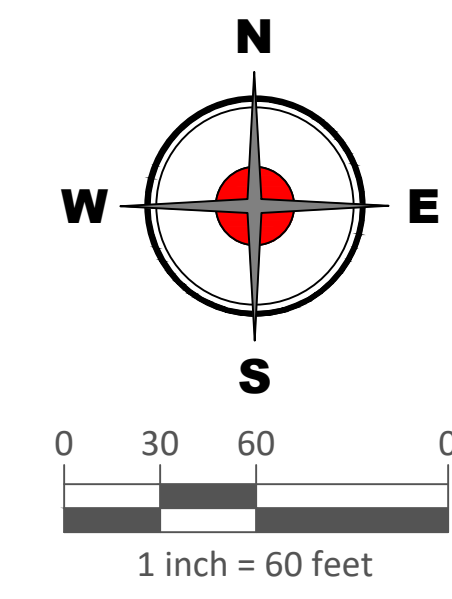
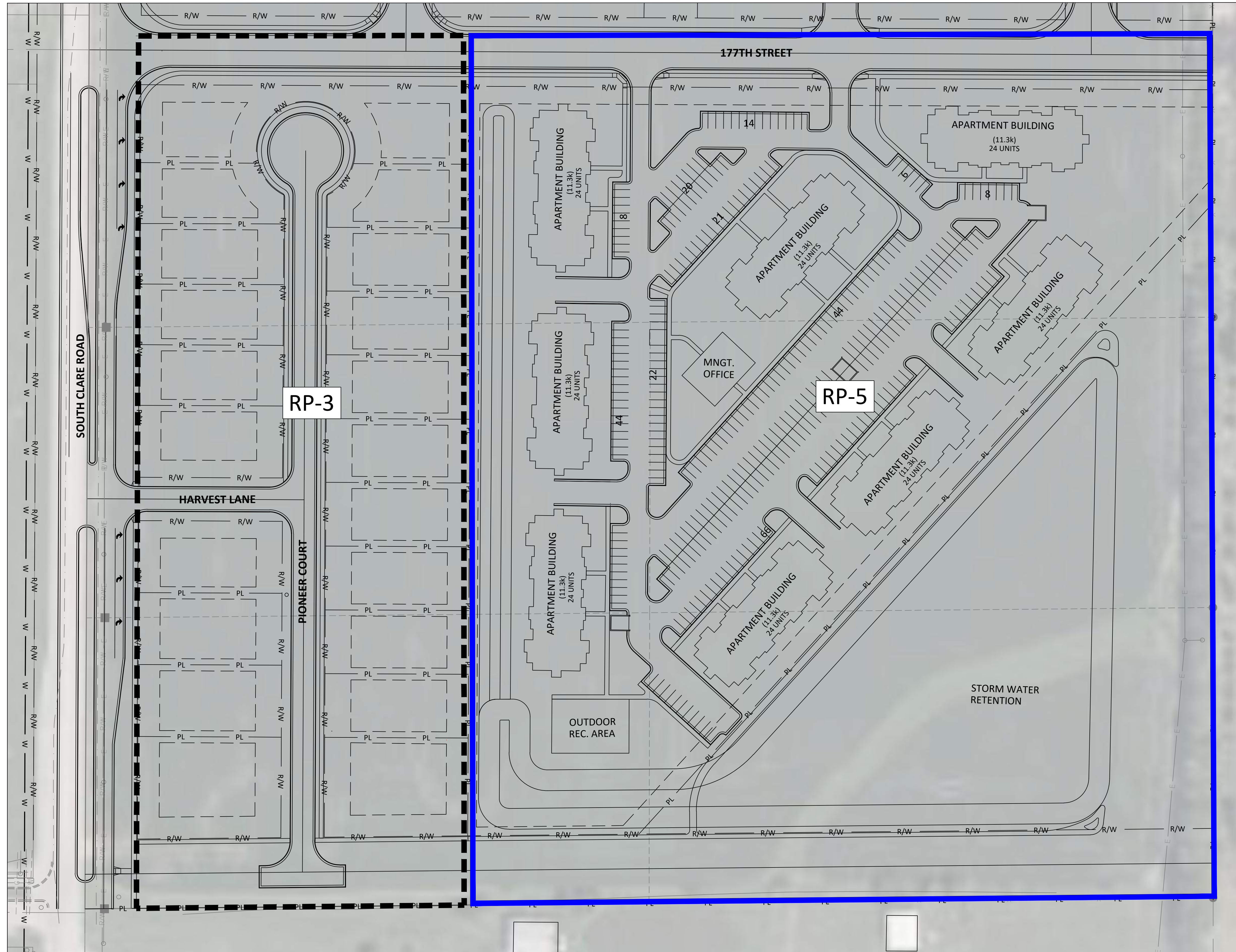
| No. | Revision | Date |
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**CITY OF GARDNER, KANSAS
 CLARE CROSSING DEVELOPMENT
 COMMERCIAL ZONING DETAILS**

DRIGGS DESIGN GROUP, PA
 Surveying Engineering Planning
 MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



Project No.:
EC2023-20A
 Date:
1/11/2024
 Sheet No.:
A4 OF A13



PROPOSED ZONING LEGEND

- RP-3
- RP-5

SITE INFORMATION

- RP-3 - 21 lots
- Lot Area - 6.86 acres
 - Building Type - Duplex

| RP-3 SITE DATA | | |
|----------------|--------|----------|
| SETBACK TYPE | CODE | PROPOSED |
| Front | 30'-0" | 30'-0" |
| Interior Side | 7'-0" | 7'-0" |
| Street Side | 20'-0" | 20'-0" |
| Rear | 25'-0" | 25'-0" |
| Height | 35'-0" | 35'-0" |
| Lot Width | 70'-0" | 70'-0" |

SITE INFORMATION

- RP-5 - 1 lot
- Lot Area - 17.51 acres
 - Building Type - Multi-Unit Household Living

| RP-5 SITE DATA | | |
|----------------|---------|----------|
| SETBACK TYPE | CODE | PROPOSED |
| Front | 25'-0" | 25'-0" |
| Interior Side | 7'-0" | 7'-0" |
| Street Side | 20'-0" | 20'-0" |
| Rear | 25'-0" | 25'-0" |
| Height | *45'-0" | 45'-0" |
| Lot Width | 80'-0" | 855'-0" |

* Height Requirement is 45' or 4 stories whichever is greater

NOTES

1. See sheet A3 for Detailed Site Information
2. See Sheet A4 for Commercial Zoning Information

| No. | Revision | Date |
|-----|----------|------|
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**CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
RESIDENTIAL ZONING DETAILS**

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

| | |
|--------------|------------|
| Project No.: | EC2023-20A |
| Date: | 1/11/2024 |
| Sheet No.: | A5 OF A13 |

Preliminary Plat of CLARE CROSSING DEVELOPMENT FIRST PLAT

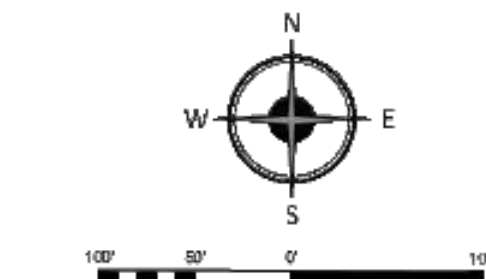
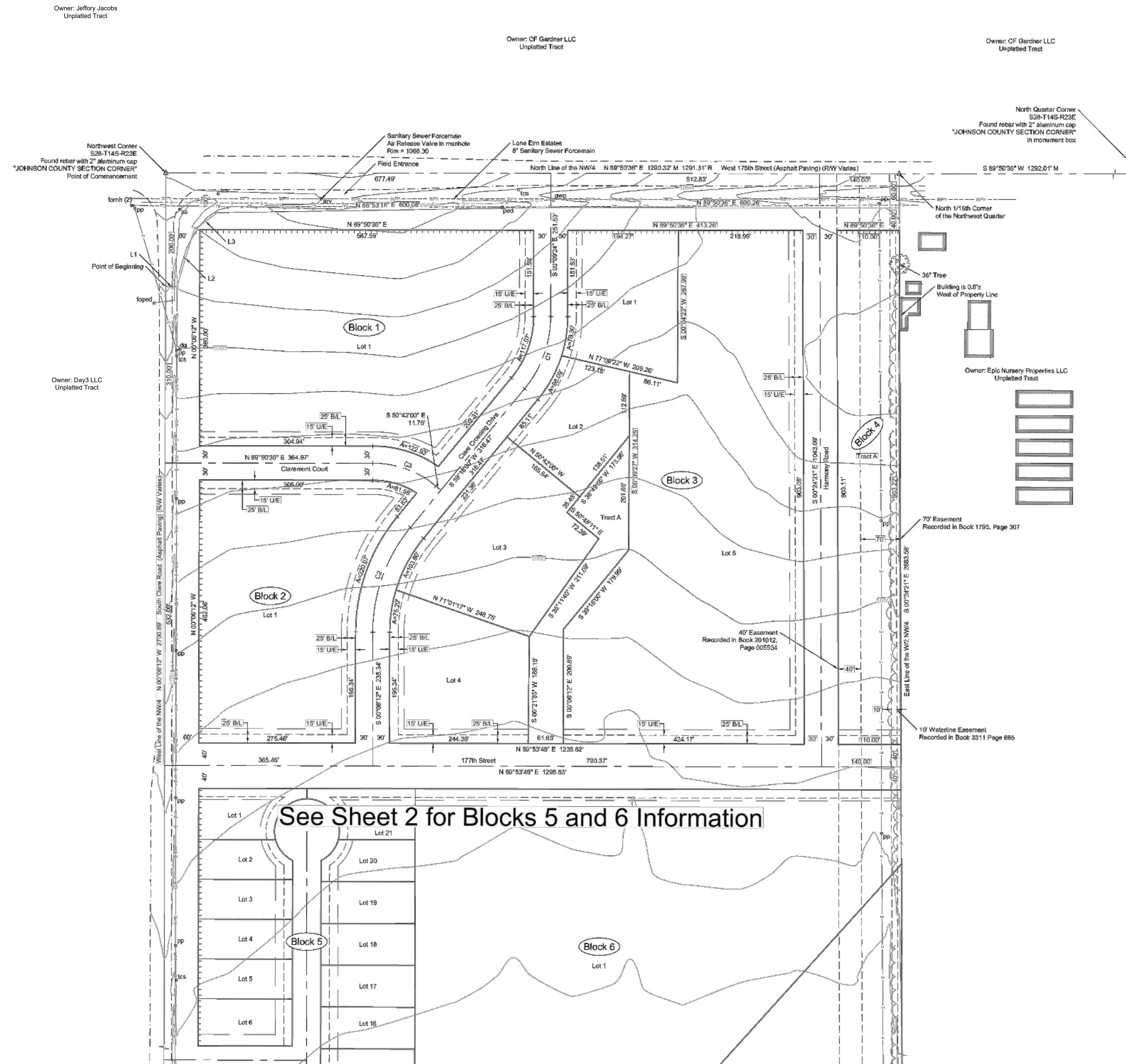
in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East, Johnson County, Kansas

| No. | Revision | Date |
|-----|----------|------|
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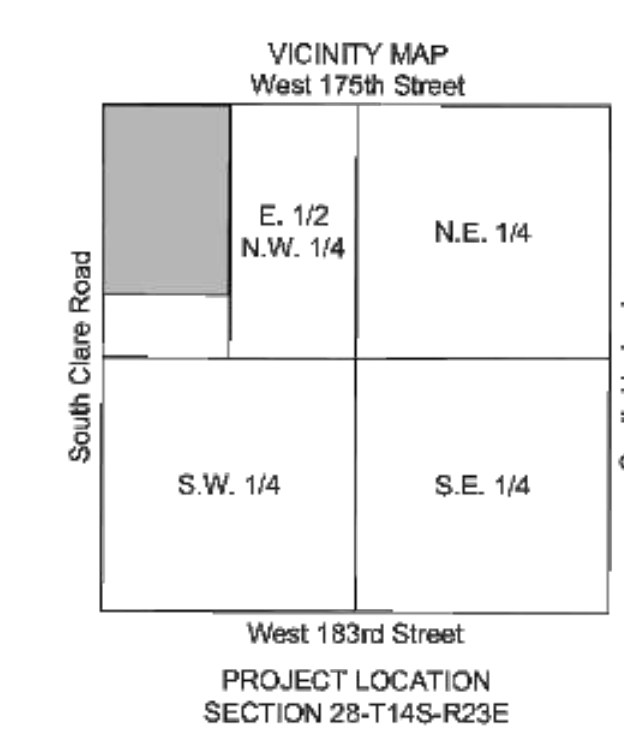
| Block | Lot | Square Feet | Acres | Notes |
|-------|---------|-------------|-------|----------------------|
| 1 | 1 | 213,243 | 4.895 | |
| 2 | 1 | 137,551 | 3.158 | |
| 3 | 1 | 47,850 | 1.098 | |
| 3 | 2 | 32,534 | 0.747 | |
| 3 | 3 | 66,830 | 1.580 | |
| 3 | 4 | 56,298 | 1.292 | |
| 3 | 5 | 288,211 | 6.571 | |
| 3 | Tract A | 32,839 | 0.749 | Non-Buildable Parcel |
| 4 | Tract A | 99,348 | 2.281 | Non-Buildable Parcel |

| Line Number | Bearing | Length |
|-------------|---------------|---------|
| L1 | N 89°53'48" E | 20.00' |
| L2 | N 16°39'49" E | 104.40' |
| L3 | N 53°12'47" E | 50.38' |

| Curve Number | Delta | Radius | Arc Length | Chord Bearing | Chord Length |
|--------------|-----------|---------|------------|---------------|--------------|
| C1 | 38°27'24" | 200.00' | 137.73' | S 19°34'18" W | 135.02' |
| C2 | 39°24'12" | 290.00' | 189.44' | S 19°35'54" W | 185.53' |
| C3 | 39°27'24" | 175.00' | 120.51' | S 19°25'42" E | 118.15' |



- LEGEND:**
- Section Corner
 - ▲ Found 1/2" rebar - origin unknown
 - Found 3/4" rebar - origin unknown
 - M Measured
 - R Record
 - A Arc length
 - U/E Utility easement
 - B/L Building setback
 - PP_a Power pole
 - dg_a Down guy
 - fop_a Fiber optic pedestal
 - fom_a Fiber optic manhole
 - gwp_a Gas line witness post
 - sr_a Sanitary sewer force main air release valve
 - tr_a Traffic control sign
 - st_a Stop sign
 - Edge of asphalt
 - Electric (Overhead)
 - Fiber optic
 - Sanitary sewer force main
 - Gas
 - Fence
 - Right-of-Way
 - Crop line
 - Building face
 - Edge of timber
 - Access Control
 - Deciduous tree
 - Coniferous tree



Proposed Zoning: CP-3, RP-3, RP-5

CP-3 Building Setbacks (B/L): Front = 25', Interior Side = 10', Corner Side = 25', Rear = 25'

RP-3 Building Setbacks (B/L): Front = 30', Interior Side = 7', Corner Side = 20', Rear = 25'

RP-5 Building Setbacks (B/L): Front = 20', Interior Side = 10', Corner Side = 10', Rear = 20'

CIVIL ENGINEER:
Driggs Design Group, PA
1115 Westport Drive, Suite F
Manhattan, KS 66502
(785) 320-6639
Buck Driggs, PE
bdriggs@driggsdesign.com

SURVEYOR:
Driggs Design Group, PA
1017 Downing Avenue
Hays, KS 67901
(785) 621-4280
James Mele, PS
jmele@driggsdesign.com

ARCHITECT:
Unknown

DEVELOPER:
J2J Investments
2955 SW Wanamaker Drive
Topeka, KS 66614

LEGAL DESCRIPTION: Surveyed Property
A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows by James Mele, PS 1533 on November 7, 2023:

Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; Thence South 09 degrees 06 minutes 12 seconds East, along the West line of the Northwest Quarter, a distance of 200.00 feet to the Point of Beginning; Thence North 89 degrees 53 minutes 48 seconds East, a distance of 20.00 feet; Thence North 16 degrees 39 minutes 49 seconds East, a distance of 104.40 feet; Thence North 53 degrees 12 minutes 47 seconds East, a distance of 50.38 feet; Thence North 89 degrees 53 minutes 48 seconds East, a distance of 609.08 feet; Thence North 89 degrees 53 minutes 36 seconds East, parallel with the North line of the Northwest Quarter, a distance of 900.29 feet to the East line of the West Half of the Northwest Quarter; Thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, a distance of 195.27 feet; Thence South 89 degrees 03 minutes 30 seconds West, a distance of 1301.10 feet to the West line of the Northwest Quarter; Thence North 00 degrees 00 minutes 12 seconds West, along the West line of the Northwest Quarter, a distance of 1833.07 feet to the Point of Beginning. Said tract contains 58.211 acres, more or less.

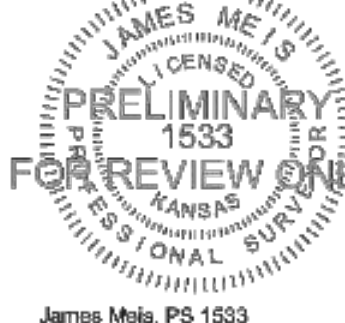
SURVEYOR'S NOTES:
1. All bearings, distance and coordinates shown are grid, Kansas Regional Coordinate System: Zone 11 - Kansas City.
2. Contours at 1' intervals were determined by a ground survey of the subject property. Elevations based on Johnson County benchmark 661, elevation = 1042.06 NAVD83. All elevations shown are NAVD83.

UTILITIES:
All underground utilities may not be shown. Above ground utilities are located and shown. Underground utilities which have been flagged by their respective owners are shown.

KANSAS ONE CALL: 1-800-344-7233 (DIG-SAFE)

| | |
|---|----------------|
| Ames Energy | (866) 322-9927 |
| Brightspeed | (800) 778-9140 |
| Cardinal Glass | (913) 592-6121 |
| Cleareave Fiber Networks | (800) 778-9140 |
| Energy | (785) 249-1949 |
| City of Gardner Electric, Storm, Sewer, Water | (800) 778-9140 |
| Johnson County Waste Water | (800) 778-9140 |
| Kansas Fiber Network (KFN) | (800) 778-9140 |
| Charter Comm DEA Spectrum | (800) 778-9140 |
| City of Olathe | (913) 971-8311 |
| Waterone | (913) 895-1806 |

SURVEYOR'S CERTIFICATE:
I, James Mele, Professional Surveyor #1533 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on November 6th, 2023. This plat is true and correct to the best of my knowledge and belief.



| | | |
|--|--|--|
| J2J Investments 2955 SW Wanamaker Drive Topeka, KS 66614 | DRIGGS DESIGN GROUP, PA Surveying Engineering Planning 1017 Downing Avenue, Hays, Kansas 67901 www.driggsdesign.com (785) 621-4280 | Project No: 2023-190 Date: 01-05-2024 Scale: 1" = 100' Sheet No: 1 of 2 Drawn By: DV |
|--|--|--|

CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
CLARE CROSSING FIRST PLAT (COMMERCIAL ZONING)

DRIGGS DESIGN GROUP, PA
 Surveying Engineering Planning
 MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

Project No.: EC2023-20A
 Date: 1/11/2024
 Sheet No.: A6 OF A13

Preliminary Plat of CLARE CROSSING DEVELOPMENT FIRST PLAT

in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East, Johnson County, Kansas

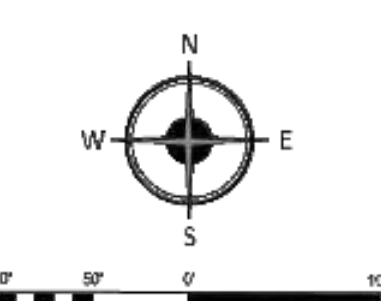
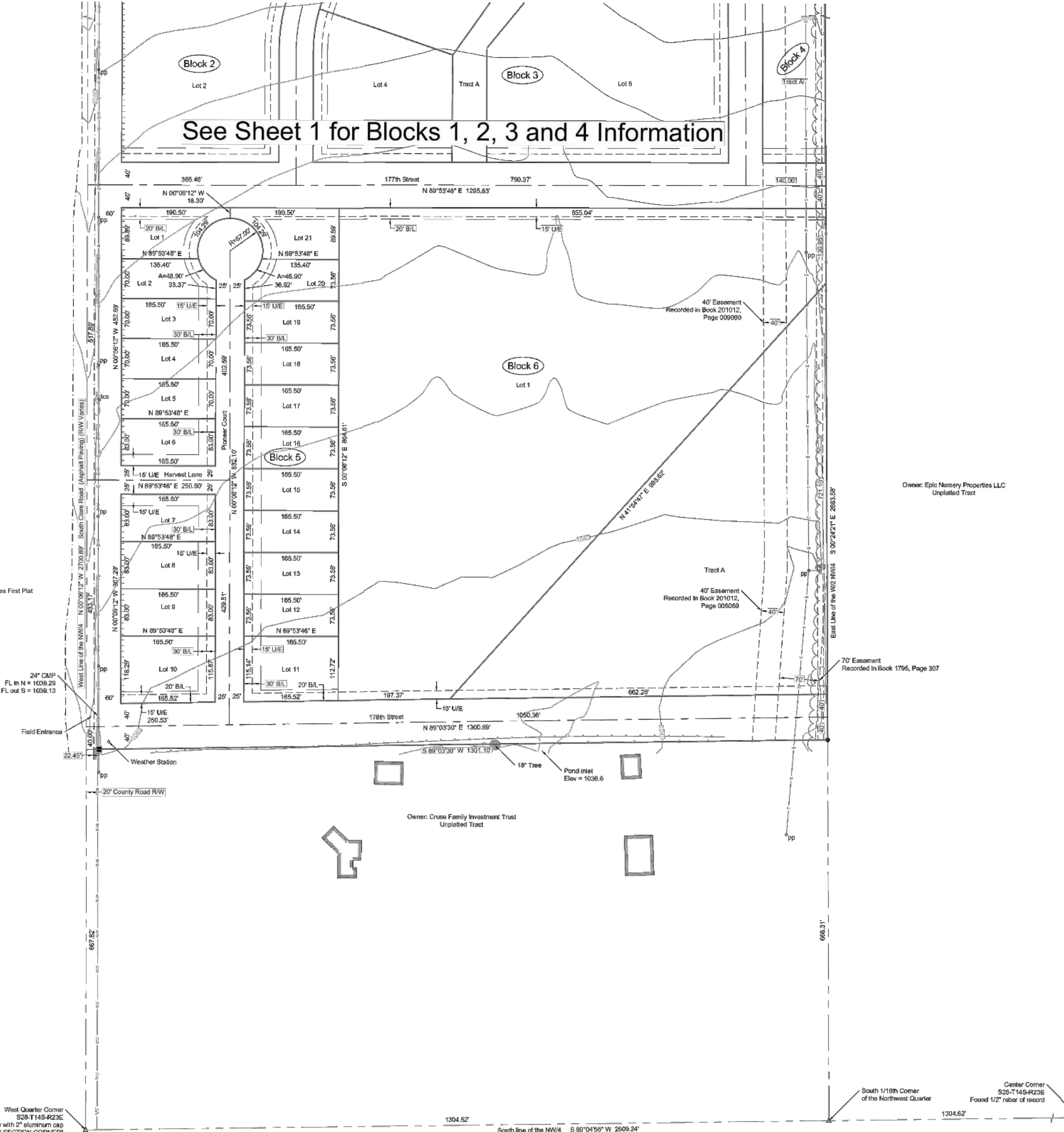
| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

See Sheet 1 for Blocks 1, 2, 3 and 4 Information

| Block | Lot | Square Feet | Acres | Notes |
|-------|---------|-------------|--------|----------------------|
| 5 | 1 | 13,750 | 0.316 | |
| 5 | 2 | 11,423 | 0.262 | |
| 5 | 3 | 11,585 | 0.266 | |
| 5 | 4 | 11,585 | 0.266 | |
| 5 | 5 | 11,585 | 0.266 | |
| 5 | 6 | 13,736 | 0.315 | |
| 5 | 7 | 13,736 | 0.315 | |
| 5 | 8 | 13,737 | 0.315 | |
| 5 | 9 | 13,664 | 0.311 | |
| 5 | 10 | 19,377 | 0.445 | |
| 5 | 11 | 18,855 | 0.433 | |
| 5 | 12 | 12,091 | 0.276 | |
| 5 | 13 | 12,173 | 0.279 | |
| 5 | 14 | 12,173 | 0.279 | |
| 5 | 15 | 12,173 | 0.279 | |
| 5 | 16 | 12,173 | 0.279 | |
| 5 | 17 | 12,173 | 0.279 | |
| 5 | 18 | 12,173 | 0.279 | |
| 5 | 19 | 12,173 | 0.279 | |
| 5 | 20 | 12,012 | 0.276 | |
| 5 | 21 | 13,750 | 0.316 | |
| 6 | 1 | 497,079 | 11.411 | |
| 6 | Tract A | 238,766 | 5.481 | Non-Buildable Parcel |

| Line Number | Bearing | Length |
|-------------|---------------|---------|
| L1 | N 89°53'48" E | 20.00' |
| L2 | N 10°36'42" E | 194.40' |
| L3 | N 53°12'47" E | 50.32' |

| Curve Number | Delta | Radius | Arc Length | Chord Bearing | Chord Length |
|--------------|-----------|---------|------------|---------------|--------------|
| C1 | 39°27'24" | 200.00' | 137.73' | S 19°34'18" W | 135.02' |
| C2 | 39°24'12" | 290.00' | 194.44' | S 19°35'54" W | 195.53' |
| C3 | 39°27'24" | 175.00' | 120.51' | S 19°26'42" E | 118.19' |



- LEGEND:**
- △ Section Corner
 - Found 1/2" rebar - origin unknown
 - Found 3/4" rebar - origin unknown
 - M Measured
 - R Record
 - A Arc length
 - U/E Utility easement
 - BL Building setback
 - PP_a Power pole
 - dg_a Down guy
 - fop_a Fiber optic pedestal
 - fo_m Fiber optic manhole
 - g_{pp} Gas line witness post
 - ss_v Sanitary sewer forcemain air release valve
 - tc_a Traffic control sign
 - ss_a Stop sign
 - Edge of asphalt
 - Electric (Overhead)
 - Fiber optic
 - Sanitary sewer forcemain
 - Gas
 - Fence
 - Right-of-Way
 - Crop line
 - Bulking face
 - Edge of timber
 - Access Control
 - Deciduous tree
 - Coniferous tree

| Proposed Zoning | CP-3 | RP-3 | RP-5 |
|------------------------------|-------------|---------------------|-------------------|
| CP-3 Building Setbacks (BL): | Front = 25' | Interior Side = 10' | Corner Side = 25' |
| RP-3 Building Setbacks (BL): | Front = 30' | Interior Side = 7' | Corner Side = 20' |
| RP-5 Building Setbacks (BL): | Front = 20' | Interior Side = 10' | Corner Side = 10' |

CIVIL ENGINEER:
Driggs Design Group, PA
1116 Westport Drive, Suite F
Manhattan, KS 66502
(785) 523-4839
Buck Driggs, PE
bdriggs@driggsdesign.com

SURVEYOR:
Driggs Design Group, PA
1017 Downing Avenue
Hays, KS 67701
(785) 621-4280
James Meis, PS
jmeis@driggsdesign.com

ARCHITECT:
Unknown

DEVELOPER:
J2J Investments
2955 SW Wainamaker Drive
Topeka, KS 66614

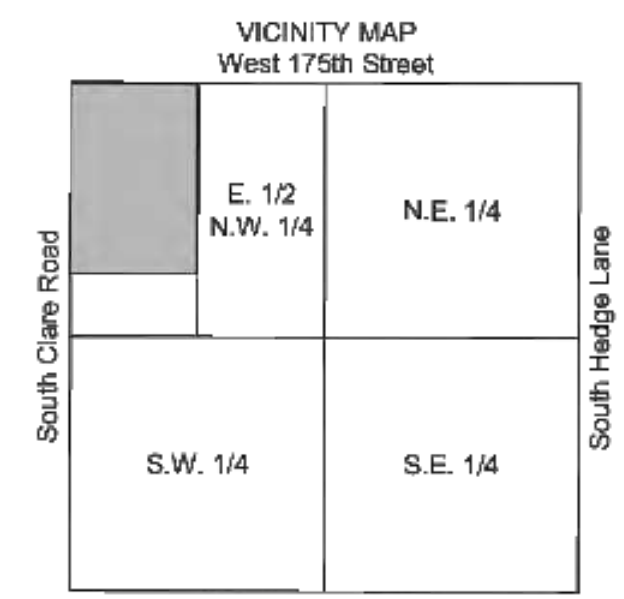
LEGAL DESCRIPTION: Surveyed Property
A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows by James Meis, PS 1533 on November 7, 2023:
Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; Thence South 00 degrees 08 minutes 12 seconds East, along the West line of the Northwest Quarter, a distance of 200.00 feet to the Point of Beginning; Thence North 89 degrees 53 minutes 48 seconds East, a distance of 20.00 feet; Thence North 16 degrees 35 minutes 45 seconds East, a distance of 104.40 feet; Thence North 53 degrees 12 minutes 47 seconds East, a distance of 50.35 feet; Thence North 88 degrees 53 minutes 18 seconds East, a distance of 600.08 feet; Thence North 89 degrees 50 minutes 36 seconds East, parallel with the North line of the Northwest Quarter, a distance of 600.28 feet to the East line of the West Half of the Northwest Quarter; Thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, a distance of 1953.27 feet; Thence South 88 degrees 03 minutes 30 seconds West, a distance of 1331.10 feet to the West line of the Northwest Quarter; Thence North 00 degrees 06 minutes 12 seconds West, along the West line of the Northwest Quarter, a distance of 1833.07 feet to the Point of Beginning. Said tract contains 58.211 acres, more or less.

SURVEY NOTES:
1. All bearings, distances and coordinates shown are grid, Kansas Regional Coordinate System: Zone 11 - Kansas City.
2. Corners at 1' intervals were determined by a ground survey of the subject property. Elevations based on Johnson County benchmark 981, elevation = 1042.06 NAVD88. All elevations shown are NAVD88.

UTILITIES:
All underground utilities may not be shown. Above ground utilities are located and shown. Underground utilities which have been flagged by their respective owners are shown.

KANSAS ONE CALL: 1-800-344-7233 (DIG-SAFE)

| | |
|---|----------------|
| Alcoa Energy | (866) 322-8667 |
| Brightspeed | (800) 778-9140 |
| Cardinal Glass | (913) 592-6121 |
| Cleanwave Fiber Networks | (800) 778-9140 |
| Enery | (785) 249-1948 |
| City of Gardner Electric, Storm, Sewer, Water | (800) 778-9140 |
| Johnson County Waste Water | (800) 778-9140 |
| Kansas Fiber Network (KFN) | (800) 778-9140 |
| Charter Comm DBA Spectrum | (913) 671-9311 |
| City of Olathe | (913) 895-1806 |
| Watson | (913) 895-1806 |

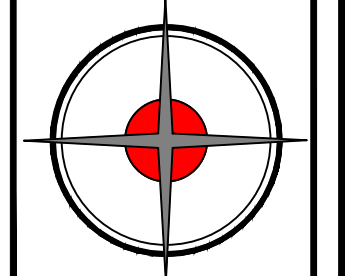


West 183rd Street
PROJECT LOCATION
SECTION 28-T14S-R23E

SCALE: 1" = 2000'

CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
CLARE CROSSING FIRST PLAT (RESIDENTIAL ZONING)

DRIGGS DESIGN GROUP, PA
 Surveying Engineering Planning
 MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

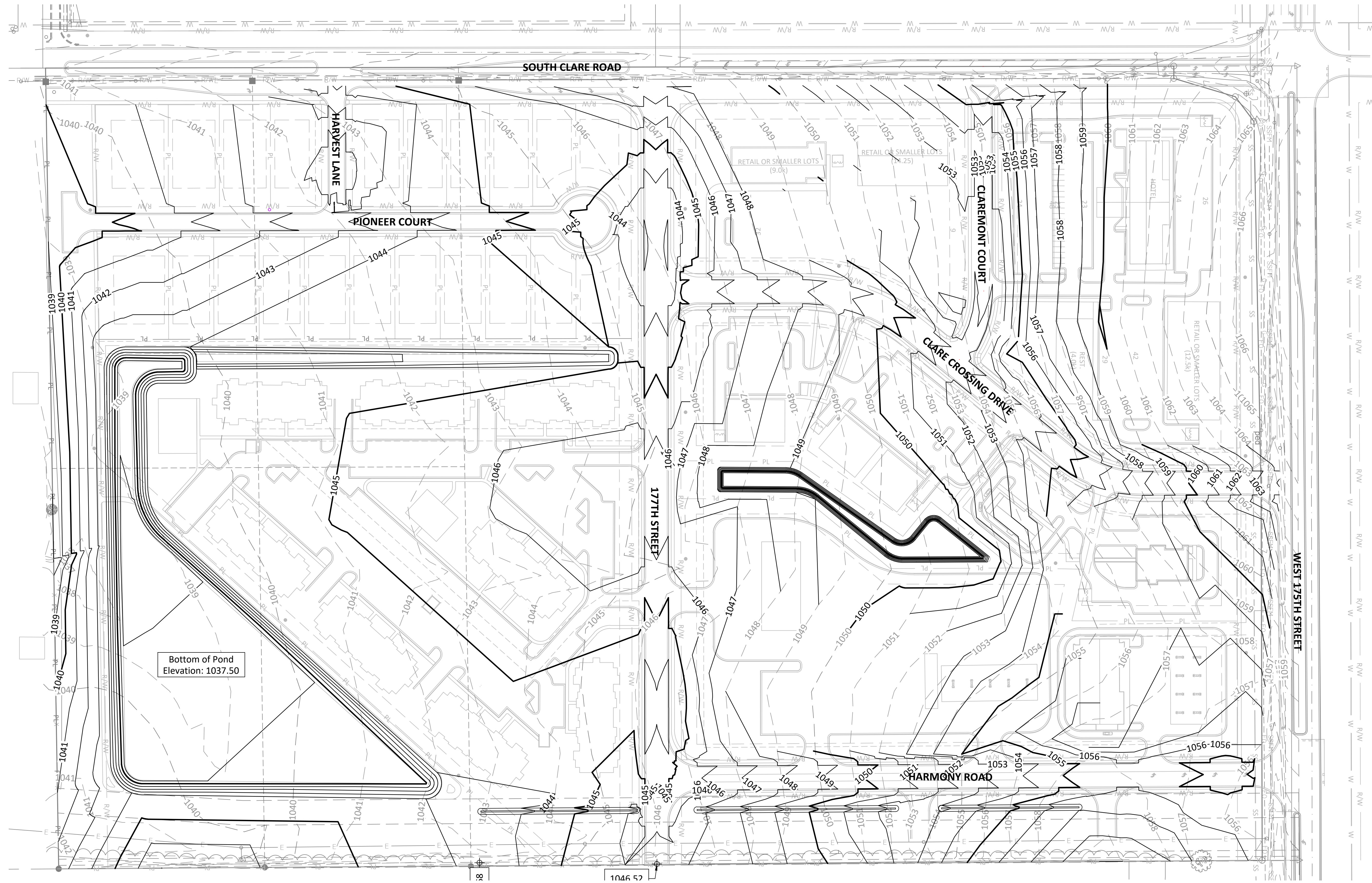


Project No.:
EC2023-20A
Date:
1/11/2024
Sheet No.:
A7 OF A13

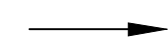
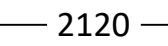

J2J Investments
2955 SW Wainamaker Drive
Topeka, KS 66614

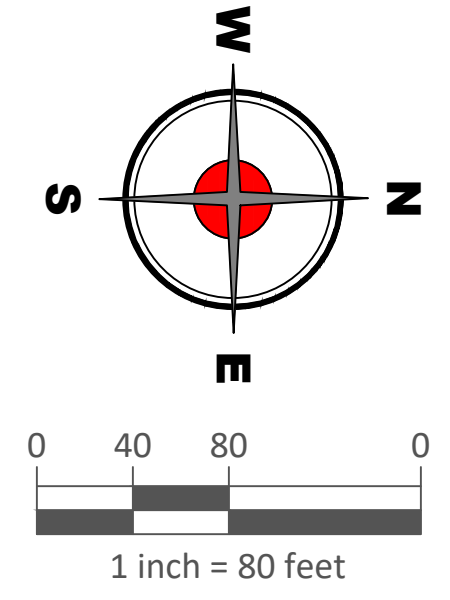
DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
1017 Downing Avenue, Hays, Kansas 67701
www.driggsdesign.com (785) 621-4280

Project No: 2023-190
Date: 01-05-2024
Scale: 1" = 100'
Sheet No: 2 of 2
Drawn By: DV



GRADING LEGEND

-  Flow direction
-  Proposed contour
-  Existing contour

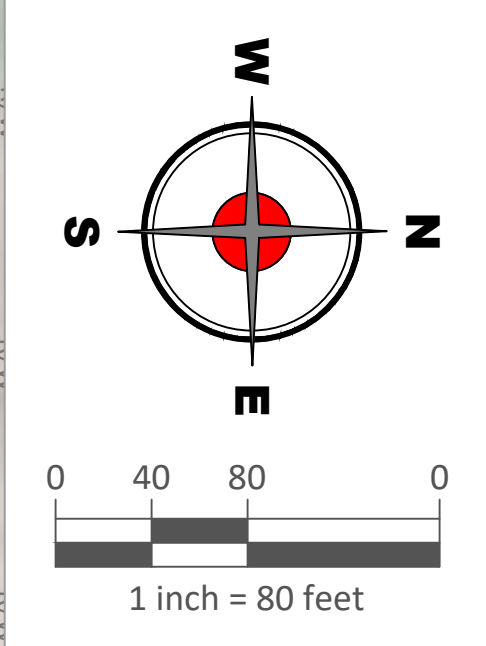
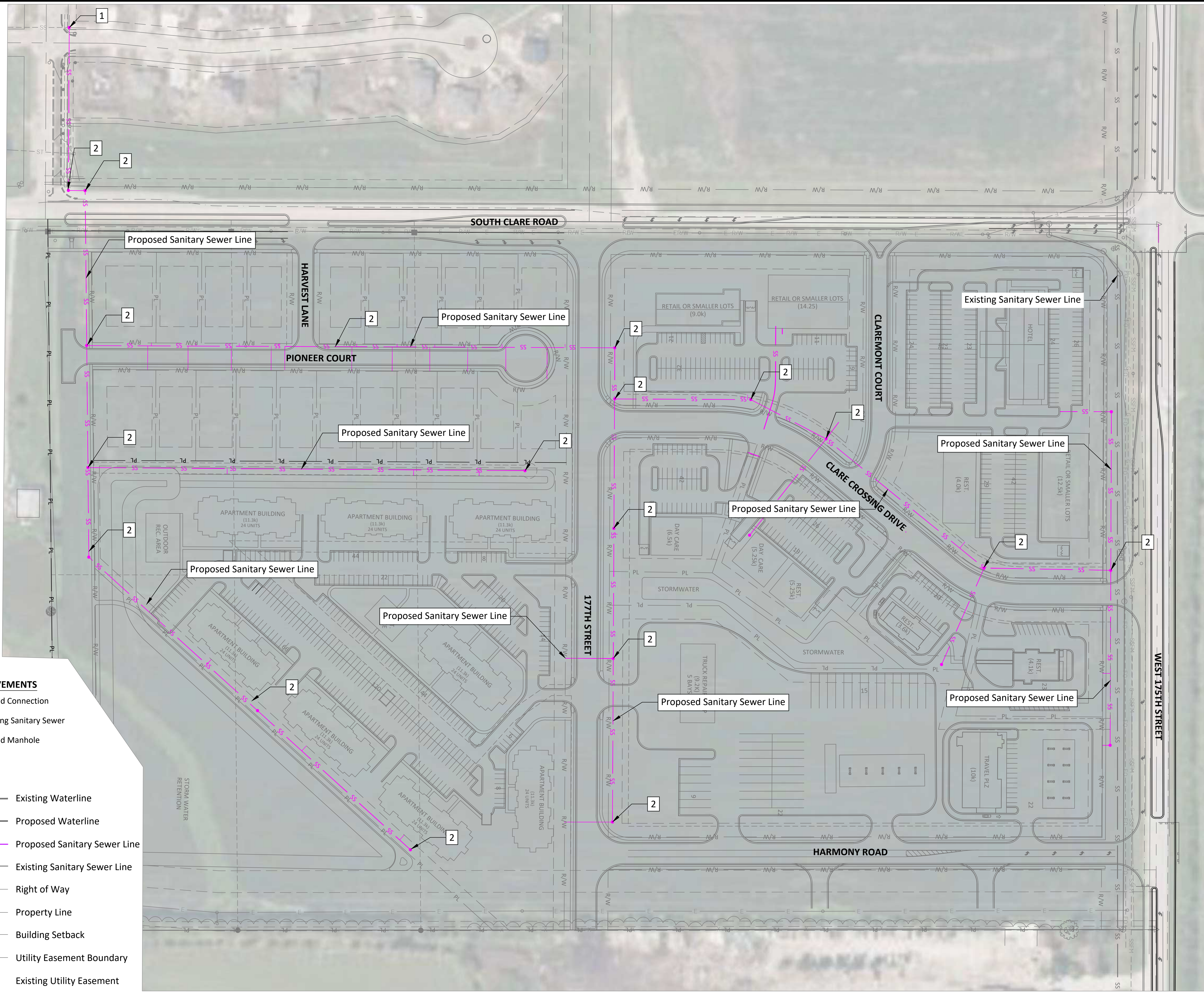


**CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
PRELIMINARY GRADING PLAN**

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

Project No.:
EC2023-20A
Date:
1/11/2024
Sheet No.:
A8 OF A13

| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |



SITE IMPROVEMENTS

- ① Proposed Connection to Existing Sanitary Sewer
- ② Proposed Manhole

LEGEND

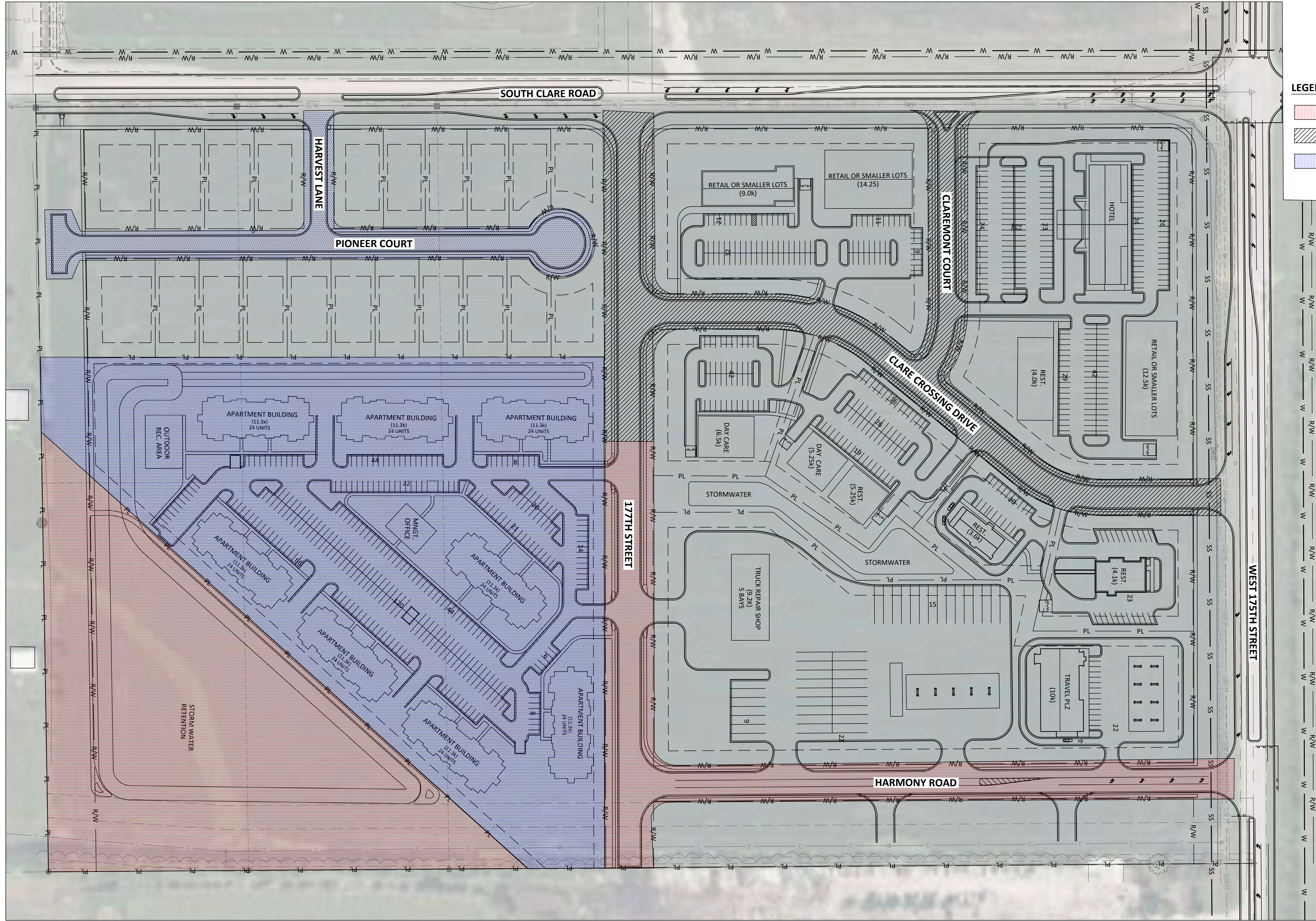
- w — Existing Waterline
- w — Proposed Waterline
- ss — Proposed Sanitary Sewer Line
- ss — Existing Sanitary Sewer Line
- — Right of Way
- — Property Line
- — Building Setback
- — Utility Easement Boundary
- Existing Utility Easement

| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

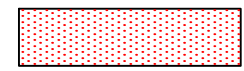
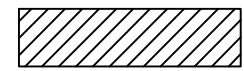
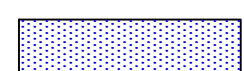
CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
SANITARY SEWER CONCEPT LAYOUT

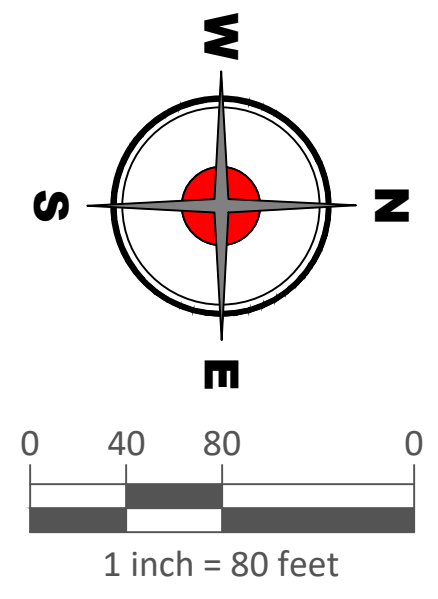
DRIGGS DESIGN GROUP, PA
Surveying — Engineering — Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

| | |
|--------------|------------|
| Project No.: | EC2023-20A |
| Date: | 1/11/2024 |
| Sheet No.: | A10 OF A13 |



LEGEND

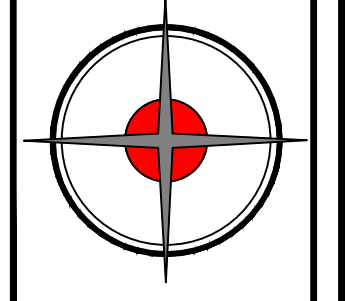
-  Construction Phase 1
-  Construction Phase 2
-  Construction Phase 3



| No. | Revision | Date |
|-----|----------|------|
| | | |
| | | |
| | | |

**CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
PROJECT CONSTRUCTION PHASING**

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND



Project No.:
EC2023-20A
Date:
1/11/2024
Sheet No.:
A11 OF A13

Regular Agenda

1. Clare Crossing 23-304-08 Rezoning, Preliminary Development Plan & Preliminary Plat (Public Hearing)

Staff Presentation

Mr. Case presented the information in the staff report for Clare Crossing, located at the southeastern intersection of 175th St & Clare Rd. The lot area is approximately 58 acres and is currently vacant with no existing structures or improved public access. City sewer and electric service are available with WaterOne providing the water service. The subject property is surrounded by RUR zoning along the north, east, and south with the Grata development directly to the west. The request for CP-3 commercial zoning in this location conforms to the City of Gardner Comprehensive Plan and the I-35 & 175th Street Interchange Subarea. The proposed RP-3 and RP-5 zoning provides for a good transition from the commercial to the north and less intensive uses to the south. This request will need additional approval from both the Johnson County Airport Authority and the Board of County Commissions. Per Public Works, the south 80-foot wide future Right-of-Way will need to be revised to align with W. 178th St.

Applicant Presentation

Buck Driggs and Darrin Dodge were available for questions.

Commission Discussion

Commissioner Combs asked for clarification concerning the staff analysis of the zoning map amendment and its possible limitations.

Mr. Knopick explained the process the applicant will have to go through with the Airport Commission in addition to the City's review process.

Commissioner Jueneman asked what the plans were for the RP-3 area along Clare Rd.

Darrin Dodge, Brownstone Development, stated the plans were for single-family, duplexes and an apartment complex to the east.

Commissioner Jueneman asked if the detention basin was going to be dry basing.

Buck Driggs, Driggs Design Group, said originally they wanted to join the two bodies of water with a nice walking trail around it but ran into issues with the use of the easement. There are limitations on what they can do so they are intending on a dry basin in the area.

Commissioner Jueneman said it was good to see development on the east side of Clare Rd.

Commissioner Meder expressed her concerns about how busy 175th St has become and she is pleased to see that the 175th St improvements will be allowed to be done at the beginning of the project.

Mr. Knopick said there will be improvements that will need to be completed right away but other improvements will be done a little later in the process due to the shared responsibility with Olathe on the other side of the road. It will involve a multi-jurisdictional project with Olathe as well as Johnson County and each of the developments will have to contribute to the overall improvement of the roads.

Commissioner Combs asked if there could be a potential delay in improvements with multiple parties involved. He would hate for the development to be delayed due to the inaction of another party involved. He is very pleased to see development in the area.

Mr. Knopick said he is anticipating the studies from developers feeding into both city's considerations and sharing information to try to determine the optimum time that a larger project may be necessary. It

shouldn't delay the development because the safety improvements that are necessary as part of the commitments of these plans will be put in place.

Commissioner Ham also stated the proposed development is great for the area.

Motion made after review of application 23-304-08, rezoning and associated preliminary development plan and preliminary plat for Clare Crossing (parcel IDs: 9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1004 and 9F231428-1010), and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

- 1. Internal street alignments/connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff to promote compliance with the adopted separation standards as part of the final development plan and final plat;**
- 2. Revise the south 80' wide future Right-of-Way to align with W 178th St;**
- 3. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and**
- 4. This rezoning request and associated development plan and plat applications shall be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners.**

Motion: Commissioner Jueneman

Second: Commissioner Souza

Motion carries unanimously 6-0

Recording of this meeting can be found here:

<https://www.youtube.com/watch?v=vHi0RuVYnV0&t=1893s>

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: FEBRUARY 19, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider accepting a voluntary annexation with landowner consent

Strategic Priority: Promote Economic Development

Department: Business and Economic Development

Staff Recommendation:

Staff recommends the City Council adopt an ordinance annexing parcels of land (see attached map), located on the north side of 199th Street near I-35.

Background/Description of Item:

A request to voluntarily annex the tracts were received by the city, signed by the owners of record. The property adjoins land already in the City of Gardner and therefore can be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreement outlines the terms agreed upon by the City and the property owners as conditions for this consent annexation. The terms are consistent with the direction of the governing body regarding annexation of rural properties in the City's planning and growth area east of Interstate 35.

Consent annexations are not subject to resolution, notice, public hearing, and extension of services plan requirements that may apply to other annexations.

Financial Impact:

None at this time.

Attachments included:

- Map
- Ordinance No. 2794
- Voluntary Consent Annexation Agreement

Suggested Motion:

Accept the Voluntary Consent Annexation Agreement from the property owners identified within and adopt Ordinance No. 2794, an ordinance annexing land to the City of Gardner, Kansas.

A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - <https://aims.jocogov.org> - mapper@jocogov.org



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Johnson Co AIMS Map

LEGEND



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.



2/8/2024

ORDINANCE NO. 2794

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

Legal Description:

Tract 1:

A tract of land in the SW 1/4 of Section 2, Township 15 South, Range 22 East, in Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence South 89 degrees 36 minutes 15 seconds East along the South line of said Section 423.95 feet to the True Point of Beginning; thence continuing South 89 degrees 36 minutes 15 seconds East along said South line 256.84 feet; thence North 0 degrees 03 minutes 55 seconds East, 954.76 feet to a point on the Southerly Right of Way of U.S. Interstate Highway No. 35; thence Southwesterly along said Right of Way along a curve to the right, having a radius of 11,609.16 feet; an arc distance of 331.67 feet; thence departing said right of way, South 0 degrees 03 minutes 55 seconds West, 743.43 feet to the True Point of Beginning,

ALSO EXCEPT that part deeded to The Secretary of Transportation of the State of Kansas by General Warranty Deed recorded June 28, 2019 in Book 201906 at Page 010666 and more particularly described as follows:

A tract of land in the Southwest Quarter of Section 2, Township 15 South, Range 22 East of the 6th P.M., in Gardner, Johnson County, Kansas, described as follows: Commencing at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 88 degrees 20 minutes 31 seconds East, 423.11 feet along the South line of said Quarter Section to the Southwest corner of a tract of land described in a deed recorded in Book 201103 at Page 005743 in the Register of Deeds Office, Johnson County, Kansas and the Point of Beginning; First Course, thence North 02 degrees 00 minutes 22 seconds West, 75.57 feet along the West line of said tract of land, Second Course, thence South 86 degrees 03 minutes 56 seconds East, 5.88 feet; Third Course, thence North 88 degrees 20 minutes 31 seconds East, 251.83 feet to the East line of said tract of land; Fourth Course, thence South 02 degrees 00 minutes 22 seconds East, 75.00 feet along said East line to said South line, Fifth Course, thence South 88 degrees 20 minutes 31 seconds West, 257.68 feet along said South line to the Point of Beginning,
And,

The entire width of the right of way known as 199th Street adjacent to and immediately South of the above described property.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this 19th day of February, 2024.

Todd Winters, Mayor

(SEAL)

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 7th day of February, 2024, between the City of Gardner, Kansas, a municipal corporation, (the City) and Fred Wingert, Managing Member, Advantage Development, LLC (Property Owner).

RECITALS

- A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

Legal Description (Exhibit A):

A tract of land in the SW 1/4 of Section 2, Township 15 South, Range 22 East, in Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence South 89 degrees 36 minutes 15 seconds East along the South line of said Section 423.95 feet to the True Point of Beginning; thence continuing South 89 degrees 36 minutes 15 seconds East along said South line 256.84 feet; thence North 0 degrees 03 minutes 55 seconds East, 954.76 feet to a point on the Southerly Right of Way of U.S. Interstate Highway No. 35; thence Southwesterly along said Right of Way along a curve to the right, having a radius of 11,609.16 feet; an arc distance of 331.67 feet; thence departing said right of way, South 0 degrees 03 minutes 55 seconds West, 743.43 feet to the True Point of Beginning,

ALSO EXCEPT that part deeded to The Secretary of Transportation of the State of Kansas by General Warranty Deed recorded June 28, 2019 in Book 201906 at Page 010666 and more particularly described as follows:

A tract of land in the Southwest Quarter of Section 2, Township 15 South, Range 22 East of the 6th P.M., in Gardner, Johnson County, Kansas, described as follows: Commencing at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 88 degrees 20 minutes 31 seconds East, 423.11 feet along the South line of said Quarter Section to the Southwest corner of a tract of land described in a deed recorded in Book 201103 at Page 005743 in the Register of Deeds Office, Johnson County, Kansas and the Point of Beginning; First Course, thence North 02 degrees 00 minutes 22 seconds West, 75.57 feet along the West line of said tract of land, Second Course, thence South 86 degrees 03 minutes 56 seconds East, 5.88 feet; Third Course, thence North 88 degrees 20 minutes 31 seconds East, 251.83 feet to the East line of said tract of land; Fourth Course, thence South 02 degrees 00 minutes 22 seconds East, 75.00 feet along said East line to said South line, Fifth Course, thence South 88 degrees 20 minutes 31 seconds West, 257.68 feet along said South line to the Point of Beginning,

And,

The entire width of the right of way known as 199th Street adjacent to and immediately South of the above described property.

In Witness thereof, the undersigned have caused this agreement to be executed on 7th day of FEBRUARY 2024.

Owners of Record:

By: Fred Wingert
Fred Wingert, Managing Member, Advantage Development, LLC

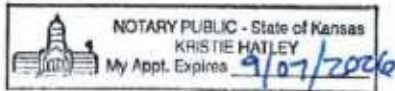
State of KANSAS

County of Jackson

The foregoing instrument was acknowledged before me on this 7th day of FEB, 2024,
by FRED WINGERT.

My Commission Expires:

Kristie Hatley
Notary Public



- B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated February 7, 2024, and will be filed by the City with the Office of Register of deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit B).

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.
2. **Property Tax Abatement.** Prior to the Key Development Point, for a period not to exceed twenty (20) years, the City agrees to rebate the City's portion of the Property Owner's ad valorem taxes on the Property to the Property Owner(s) in accordance with the City's rebate policy. For purposes of this paragraph the Key Development Point is defined as the earlier of: (1) the platting of the property if rezoned to a use other than RUR (Rural) or RLD (Residential Low Density); (2) sale of the property to subsequent property owner who commits the use of the property to a use other than the present agricultural or residential low density use. City also agrees that Property Owner shall not be required to make other payments for City services that Property Owner does not use.
3. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Accordingly, public Infrastructure will not be improved until such time when the Governing Body shall determine that such improvements are necessary, prudent and feasible for the betterment of the City. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.
4. **Zoning.** The Property is currently zoned Rural (RUR) by the County. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.
5. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.

6. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.
7. This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above described property, the undersigned does give full and complete consent to the City of Gardner to annex the above described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE

DAY OF _____, 2024.

CITY OF GARDNER, KANSAS

BY: _____
Todd Winters, Mayor

ATTEST:

Renee Rich, City Clerk

Approved as to form:

Ryan Denk, City Attorney

Exhibit B

CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

A tract of land in the SW 1/4 of Section 2, Township 15 South, Range 22 East, in Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence South 89 degrees 36 minutes 15 seconds East along the South line of said Section 423.95 feet to the True Point of Beginning; thence continuing South 89 degrees 36 minutes 15 seconds East along said South line 256.84 feet; thence North 0 degrees 03 minutes 55 seconds East, 954.76 feet to a point on the Southerly Right of Way of U.S. Interstate Highway No. 35; thence Southwesterly along said Right of Way along a curve to the right, having a radius of 11,609.16 feet; an arc distance of 331.67 feet; thence departing said right of way, South 0 degrees 03 minutes 55 seconds West, 743.43 feet to the True Point of Beginning,

ALSO EXCEPT that part deeded to The Secretary of Transportation of the State of Kansas by General Warranty Deed recorded June 28, 2019 in Book 201906 at Page 010666 and more particularly described as follows:

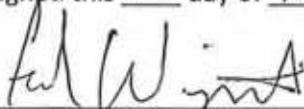
A tract of land in the Southwest Quarter of Section 2, Township 15 South, Range 22 East of the 6th P.M., in Gardner, Johnson County, Kansas, described as follows: Commencing at the Southwest corner of said Quarter Section; thence on an assumed bearing of North 88 degrees 20 minutes 31 seconds East, 423.11 feet along the South line of said Quarter Section to the Southwest corner of a tract of land described in a deed recorded in Book 201103 at Page 005743 in the Register of Deeds Office, Johnson County, Kansas and the Point of Beginning; First Course, thence North 02 degrees 00 minutes 22 seconds West, 75.57 feet along the West line of said tract of land, Second Course, thence South 86 degrees 03 minutes 56 seconds East, 5.88 feet; Third Course, thence North 88 degrees 20 minutes 31 seconds East, 251.83 feet to the East line of said tract of land; Fourth Course, thence South 02 degrees 00 minutes 22 seconds East, 75.00 feet along said East line to said South line, Fifth Course, thence South 88 degrees 20 minutes 31 seconds West, 257.68 feet along said South line to the Point of Beginning,

And,

The entire width of the right of way known as 199th Street adjacent to and immediately South of the above described property.

Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 7th day of February, 2024.



Fred Wingert, Managing Member, Advantage Development, LLC, Owner

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 2

MEETING DATE: FEBRUARY 19, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider accepting a voluntary annexation with landowner consent

Strategic Priority: Promote Economic Development

Department: Business and Economic Development

Staff Recommendation:

Staff recommends the City Council adopt an ordinance annexing parcels of land (see attached map), located on the north side of 199th Street near I-35.

Background/Description of Item:

A request to voluntarily annex the tracts were received by the city, signed by the owners of record. The property adjoins land already in the City of Gardner and therefore can be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreement outlines the terms agreed upon by the City and the property owners as conditions for this consent annexation. The terms are consistent with the direction of the governing body regarding annexation of rural properties in the City's planning and growth area east of Interstate 35.

Consent annexations are not subject to resolution, notice, public hearing, and extension of services plan requirements that may apply to other annexations.

Financial Impact:

None at this time.

Attachments included:

- Map
- Ordinance No. 2795
- Voluntary Consent Annexation Agreement

Suggested Motion:

Accept the Voluntary Consent Annexation Agreement from the property owners identified within and adopt Ordinance No. 2795, an ordinance annexing land to the City of Gardner, Kansas.

A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - <https://aims.jocogov.org> - mapper@jocogov.org



Johnson Co AIMS Map

LEGEND



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.

ORDINANCE NO. 2795

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

Legal Description:

Tract 1:

The West 5 acres of the Southwest Quarter of Section 2, Township 15, Range 22, Johnson County, Kansas, lying South of Interstate 35, more particularly described as follows: Commencing at the Southwest corner of Section 2, Township 15, Range 22; thence North 00 degrees 03 minutes 55 seconds East along the West line of said Section 2, 57.00 feet; thence East 20.00 feet to the Point of Beginning, thence North 00 degrees 03 minutes 55 seconds East, parallel to the West line of said Section 2, 377.65 feet to a point in the South right-of-way line of Interstate Highway 35; thence continuing along said South right-of-way line on a curve to the left, having a radius of 11,459.12 feet, an arc distance of 507.04 feet; thence South 00 degrees 03 minutes 55 seconds West parallel to the West line of said Section 2, 718.50 feet; thence North 89 degrees 36 minutes 15 seconds West, parallel to the South line of said Section 2, 200.95 feet; thence North 80 degrees 37 minutes 20 seconds West, 205.71 feet to the Point of Beginning, EXCEPT that part dedicated in the Deed of Dedication recorded March 1, 2018 in Book 201803 at Page

000312, and EXCEPT that part conveyed in the General Warranty Deed recorded June 14, 2019 in Book 201906 at Page 004530,

And,

The entire width of the right of way known as 199th Street adjacent to and immediately South of the above described property.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this 19th day of February, 2024.

Todd Winters, Mayor

(SEAL)

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 7th day of February, 2024, between the City of Gardner, Kansas, a municipal corporation, (the City) and John Voelk, Managing Member, F&M Properties, LLC (Property Owner).

RECITALS

- A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

Legal Description (Exhibit A):

The West 5 acres of the Southwest Quarter of Section 2, Township 15, Range 22, Johnson County, Kansas, lying South of Interstate 35, more particularly described as follows: Commencing at the Southwest corner of Section 2, Township 15, Range 22; thence North 00 degrees 03 minutes 55 seconds East along the West line of said Section 2, 57.00 feet; thence East 20.00 feet to the Point of Beginning, thence North 00 degrees 03 minutes 55 seconds East, parallel to the West line of said Section 2, 377.65 feet to a point in the South right-of-way line of Interstate Highway 35; thence continuing along said South right-of-way line on a curve to the left, having a radius of 11,459.12 feet, an arc distance of 507.04 feet; thence South 00 degrees 03 minutes 55 seconds West parallel to the West line of said Section 2, 718.50 feet; thence North 89 degrees 36 minutes 15 seconds West, parallel to the South line of said Section 2, 200.95 feet; thence North 80 degrees 37 minutes 20 seconds West, 205.71 feet to the Point of Beginning, EXCEPT that part dedicated in the Deed of Dedication recorded March 1, 2018 in Book 201803 at Page 000312, and EXCEPT that part conveyed in the General Warranty Deed recorded June 14, 2019 in Book 201906 at Page 004530,

And,

The entire width of the right of way known as 199th Street adjacent to and immediately South of the above described property.

- B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated February 7, 2024, and will be filed by the City with the Office of Register of deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit B).

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this

Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.

2. **Property Tax Abatement.** Prior to the Key Development Point, for a period not to exceed twenty (20) years, the City agrees to rebate the City's portion of the Property Owner's ad valorem taxes on the Property to the Property Owner(s) in accordance with the City's rebate policy. For purposes of this paragraph the Key Development Point is defined as the earlier of: (1) the platting of the property if rezoned to a use other than RUR (Rural) or RLD (Residential Low Density); (2) sale of the property to subsequent property owner who commits the use of the property to a use other than the present agricultural or residential low density use. City also agrees that Property Owner shall not be required to make other payments for City services that Property Owner does not use.
3. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Accordingly, public Infrastructure will not be improved until such time when the Governing Body shall determine that such improvements are necessary, prudent and feasible for the betterment of the City. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.
4. **Zoning.** The Property is currently zoned Rural (RUR) by the County. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.
5. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.
6. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.
7. This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above described property, the undersigned does give full and complete consent to the City of Gardner to annex the above described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE _____ DAY OF _____, 2024.

CITY OF GARDNER, KANSAS

BY: _____
Todd Winters, Mayor

ATTEST:

Renee Rich, City Clerk

Approved as to form:

Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on 7th day of FEBRUARY 2024.

Owners of Record:
By: _____
John Voelk, Managing Member, F & M Properties, LLC

State of KANSAS
County of JOHNSON

The foregoing instrument was acknowledged before me on this 7th day of FEB, 2024, by JOHN W. VOELK.

My Commission Expires:



Notary Public

Exhibit B

CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

The West 5 acres of the Southwest Quarter of Section 2, Township 15, Range 22, Johnson County, Kansas, lying South of Interstate 35, more particularly described as follows: Commencing at the Southwest corner of Section 2, Township 15, Range 22; thence North 00 degrees 03 minutes 55 seconds East along the West line of said Section 2, 57.00 feet; thence East 20.00 feet to the Point of Beginning, thence North 00 degrees 03 minutes 55 seconds East, parallel to the West line of said Section 2, 377.65 feet to a point in the South right-of-way line of Interstate Highway 35; thence continuing along said South right-of-way line on a curve to the left, having a radius of 11,459.12 feet, an arc distance of 507.04 feet; thence South 00 degrees 03 minutes 55 seconds West parallel to the West line of said Section 2, 718.50 feet; thence North 89 degrees 36 minutes 15 seconds West, parallel to the South line of said Section 2, 200.95 feet; thence North 80 degrees 37 minutes 20 seconds West, 205.71 feet to the Point of Beginning, EXCEPT that part dedicated in the Deed of Dedication recorded March 1, 2018 in Book 201803 at Page 000312, and EXCEPT that part conveyed in the General Warranty Deed recorded June 14, 2019 in Book 201906 at Page 004530 (See Exhibit A),

And,

The entire width of the right of way known as 199th Street adjacent to and immediately South of the above described property.

Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 7 day of Feb, 2024.



John Voelk, Managing Member, F & M Properties, LLC, Owner

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: FEBRUARY 19, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider adopting a resolution dissolving the Citizen Advisory Committees

Strategic Priority: Infrastructure and Asset Management, Quality of Life

Department: Administration

Background/Description of Item:

In 2019, Resolution 2026 was passed for the creation of Citizen Advisory Committees as a significant means to obtain citizen involvement on key issues. In the past several years, those committees have remained intact; however, the committees have not met on a consistent basis in the absence of allowable tasks and duties. The governing body discussed dissolving the current advisory committees and reached a consensus to do so, instead creating ad hoc committees to perform specific tasks as needed. Current advisory committee members, as well as other Gardner residents wishing to volunteer, will be given an opportunity to volunteer to serve on the ad hoc committees in the future.

The proposed resolution dissolves the Citizen Advisory Committees with the possibility of reforming either in their present or some other form on a project-by-project basis.

Attachments:

- Resolution No. 2026
- Resolution No. 2136

Suggested Motion:

Adopt Resolution No. 2136, a resolution dissolving the Citizen Advisory Committees.

RESOLUTION NO. 2136

A RESOLUTION DISSOLVING CITIZEN ADVISORY COMMITTEES OF THE CITY OF GARDNER, KANSAS

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

SECTION ONE: Dissolution of Citizen Advisory Committees.

The Citizen Advisory Committees created by Resolution No. 2026 are hereby dissolved. Specifically, the Economic Development Advisory Committee, the Citizens Public Works and Accessibility Advisory Committee, the Citizens Police Advisory Committee, and the Parks and Recreation Advisory Committee Citizen Advisory Committees are hereby dissolved. The Governing Body retains the authority to re-form such Citizen Advisory Committees or any other needed committees as it deems appropriate.

SECTION TWO: Resolution Nos. 1935, 1936, 1937, 1938, 1939, 1984, 2026 and any other resolutions not in conformity herewith, are hereby repealed or amended to conform hereto.

SECTION THREE: This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City of Gardner.

ADOPTED by the Governing Body this 19th day of February, 2024.

SIGNED by the Mayor this 19th day of February, 2024.

Todd Winters, Mayor

(SEAL)

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

RESOLUTION NO. 2026

A RESOLUTION ESTABLISHING POLICIES FOR THE CREATION AND OPERATION OF CITIZEN ADVISORY COMMITTEES OF THE CITY OF GARDNER, KANSAS

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

SECTION ONE: Definitions. For the purposes of this Resolution, the following words are defined and shall have the meaning ascribed to them in this section, unless the context clearly indicates a different meaning:

- (A) *“Citizen Advisory Committee”*. A body of members created by resolution to advise the City Council on particular matters. Citizen Advisory Committees shall act in an advisory capacity only and shall have no actual or apparent authority or powers to take any legal action or create any binding legal obligations on behalf of the City. These committees include the Economic Development Advisory Committee, the Citizens Public Works and Accessibility Advisory Committee, the Citizens Police Advisory Committee, and the Parks and Recreation Advisory Committee. The Governing Body may create such additional Committees as it deems appropriate.

SECTION TWO: Creation.

- (A) The City Council may create Citizen Advisory Committees as a significant means to obtain citizen involvement on key issues
- (B) All Citizen Advisory Committees shall consist of five (5) members. Each Councilmember shall recommend an individual for appointment and shall submit the following information to the City Clerk: name, address, and a paragraph explaining the individual’s interest in serving. Governing Body members will have seven days to review the recommended appointments and register any objections directly with the Councilmember who made the recommendation. Following the seven days, recommendations shall be placed on the Consent Agenda for approval at the next regularly scheduled City Council meeting. Recommendations for the Committee shall be voted upon as a slate of candidates. If the slate of candidates fails to be approved, the Governing Body shall submit a revised slate of candidates to be considered at the next regularly scheduled Council meeting.
- (C) A Councilmember shall serve as an ex-officio member of the Committee and be appointed by the Mayor on an annual basis, except as otherwise specified by the creation resolution. In the event of a deadlocked vote, the matter considered shall be referred to the Governing Body for consideration.
- (D) Citizen Advisory Committee Members shall serve without compensation.
- (E) When creating a Citizen Advisory Committee, the Governing Body shall clearly define the mission of the Committee in the creation resolution.

- (F) Any Citizen Advisory Committee so created shall cease to exist when abolished by a majority vote of the Council.
- (G) No Citizen Advisory Committee so appointed shall have powers other than advisory to the Council, except as otherwise specified by the creation resolution.

SECTION THREE: Appointments.

- (A) For each vacancy on any Citizen Advisory Committee, each Councilmember shall be advised of the vacancy and shall be given an opportunity to submit to the City Clerk within seven days an individual for appointment along with the following information about the individual: name, address, and a paragraph explaining their interest in serving. In addition to the pool of applicants for a vacancy created in this manner, the pool shall also be supplemented through the application process identified in Subsection (C) below by those candidates who have expressed an interest in serving on the Committee where the vacancy exists. Councilmembers are also permitted to make their Committee recommendations by referral of an interested applicant to the City's online or written application process identified in Subsection (C). A vacancy in a Committee shall be effective on the date stated in the individual's written notice of resignation filed with the Councilmember serving as ex-officio member of the Committee or the date s/he becomes ineligible to serve in such position, whichever occurs first. Upon receipt of all required information, the City Clerk will submit the information to the Governing Body. The Mayor shall appoint standing interview committees for each Citizen Advisory Board. These interview committees shall be tasked with interviews and selection of recommendations for vacancy appointments. The Governing Body will have seven days to consider the recommendations, after which the final recommendation will be placed on the Consent Agenda for approval at the next regular City Council meeting.
- (B) All candidates for appointment shall be at least 18 years of age or older, a registered voter, and a resident of the City of Gardner or be otherwise connected to the community in terms of property ownership or business affairs.
- (C) Appointments to these Citizen Advisory Committees may be based upon applications filed in the City Clerk's Office or completed online, which shall be kept for a period of one calendar year. Members of the public are encouraged to pick up public service applications from the City Clerk's Office, complete the application, and return it to the City Clerk's Office or to complete the online application. Applicants are permitted to express interest on their application in multiple committees.
- (D) Applicants are encouraged to attend at least one meeting of the Citizen Advisory Committee the applicant is applying for before submitting their application in order to understand the mission of the Committee and the time commitments involved.
- (E) After selection to a Citizen Advisory Committee, the new member shall be given a certificate of appointment and a "New Members Handbook." The Handbook shall contain information designed to help the new member understand his role, duties and responsibilities on the body. The information shall include, but be not limited to the following:

- (1) A list of all members of the advisory body, the Governing Body, and staff liaison (if applicable), including names, addresses, e-mail addresses and phone numbers;
- (2) The mission statement and function of the body;
- (3) Kansas Open Meetings Law information and guidelines;
- (4) Kansas Open Records Act information and guidelines;
- (5) Rules and by-laws of the body;
- (6) Conflict of interest information;
- (7) A copy of this Resolution; and,
- (8) A copy of the creation Resolution for the Committee.

SECTION FOUR: Operation and Procedure.

- (A) Unless otherwise specified in the creation resolution, a majority of the Citizen Advisory Committee members currently seated on the Committee shall constitute a quorum for the transaction of business. Staff Liaisons and Ex Officio Members are not counted as part of a majority or quorum.
- (B) Citizen Advisory Committees may make and establish such reasonable rules and by-laws, rules and regulations as may be necessary for their own government and for the full and complete execution of their duties and responsibilities.
- (C) Each Citizens Advisory Committee by majority vote shall elect from among its Members a Chairperson who shall preside over the meetings of the Committee, and a Vice-Chairperson who shall act for the Chairperson during absences. The Chairman shall call meetings, set meeting agenda and act as the principal point of contact for City staff relating to the business of Committee when the Committee is not in session. Election of officers shall be held annually at the first regular meeting of the calendar year. No Member shall serve for more than two consecutive years as an officer.
- (D) Unless otherwise specified by State statute or City ordinance, Citizen Advisory Committees shall be subject to the Kansas Open Meetings Law and to the Kansas Open Records Act. Records shall be kept of all Citizen Advisory Committee meetings.
- (E) Citizen Advisory Committees shall meet every quarter and as needed, except as otherwise specified by the creation resolution.

SECTION FIVE: Vacancies and Removal.

- (A) Vacancies. Vacancies occurring before the expiration of term shall be filled for the remainder of the unexpired term utilizing the process in Section Three (A) of this Resolution.

- (B) Removal. A majority of the Governing Body may remove any appointed Citizen Advisory Committee member at any time for good and sufficient cause. Cause shall include, but be not limited to, any violation of any applicable law, regulation or policy; neglect of duty; and failure to comply with the Committee attendance policy.
- (C) Attendance Policy. A member of a Citizen Advisory Committee violates the City's Citizen Advisory Board attendance policy if the member receives notice of meetings and without excuse misses two (2) consecutive meetings or attends fewer than two-thirds (2/3) of the regular meetings or special meetings of the Committee which they serve within the twelve (12) month period following the member's appointment, or an anniversary date thereof. Violation of this policy shall be reported to the City Clerk and the Mayor. The Citizen Advisory Committee shall be responsible for keeping track of attendance. In computing attendance, the standard shall be in absolute meetings held as the denominator and meetings attended as the numerator. "Excuse" shall mean more than inconvenience and includes illness and family emergency. Business commitments shall not be a good excuse. The Public Service Application Form shall contain an acknowledgment that the applicant has read and understood the attendance policy.

SECTION SIX: Terms of Office.

- (A) The term of office for Citizen Advisory Committees shall be as set by the creation resolution.
- (B) Generally, terms shall be three (3) years in length, unless otherwise specified by the creation resolution.
- (C) Terms of office for Citizen Advisory Committees shall be staggered to provide continuity.
- (D) When a member of a Citizen Advisory Committee has served for a period of two full terms on one particular Committee, that member generally will not be eligible for reappointment until the member has vacated the position for one full term. A Committee member may be reappointed beyond the two term limit under exceptional circumstances. Exceptional circumstances include, but are not limited to, the incumbent's special expertise; the need to preserve continuity on the Committee; or a lack of other qualified applicants.
- (E) A person may not serve on more than one Citizen Advisory Committee concurrently.
- (F) No member of any Citizen Advisory Committee shall be allowed to hold over for more than sixty (60) days beyond the term of office fixed by the creation resolution whether or not a successor has been appointed; provided, however, the Council may extend the term for periods of ninety (90) days upon majority vote of the Council.

SECTION SEVEN: Resolution Nos. 1935, 1936, 1937, 1938, 1939, and 1984 and any other resolutions not in conformity herewith, are hereby repealed or amended to conform hereto.

SECTION EIGHT: This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City of Gardner.

ADOPTED by the Governing Body this 17th day of June, 2019.

SIGNED by the Mayor this 17th day of June, 2019.

Steve Shute, Mayor

(SEAL)

ATTEST:

Sharon Rose, Interim City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 4

MEETING DATE: FEBRUARY 19, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider approving a contract to purchase real property

Strategic Priority: Economic Development

Department: Administration

Staff Recommendation:

Authorize the city administrator to execute a contract to purchase the properties at 111 and 115 N. Center Street and close on the properties.

Background/Description of Item:

In May 2020, the city adopted the Gardner Destination Downtown Plan. The plan outlines a vision for the desired look and feel of the downtown area through development and public open spaces. The acquisition of property in the planning area was a key element of carrying out that vision. The purchase of these properties is the first step in that process. Staff continues to seek out opportunities to acquire additional properties to further advance the plan.

Financial Impact:

The \$175,000 cost of the properties will be paid from the general fund.

Attachments:

- Purchase Contract

Suggested Motion:

Authorize the city administrator to execute the contract to purchase the properties at and close on the properties.

COMMERCIAL REAL ESTATE SALE CONTRACT

1. PARTIES: This Contract (“Contract”) dated as of the effective date as hereinafter defined is by and between: **SIX PACK, LLC, a Kansas limited liability company** (“SELLER”), and **CITY OF GARDNER, KANSAS, a Kansas municipal corporation** (“BUYER”), and is effective as of the date and time of acceptance on the signature page of this Contract (the “Effective Date”).

2. PROPERTY: Seller agrees to sell and Buyer agrees to purchase the following real estate, with all improvements and fixtures thereon commonly known and numbered as 111 N. Center Street & 115 N. Center Street, Gardner, Johnson County, Kansas and legally described on Exhibit “A” (all hereinafter referred to as the “Property”). Buyer shall accept the Property in “as-is” condition.

3. PURCHASE PRICE: The purchase price is One Hundred and Seventy-Five Thousand Dollars and no/100 (\$175,000.00) (“Purchase Price”). Buyer agrees to pay the Purchase Price, subject to any proration or other credits, as follows:

- a. Five Thousand and No/100 Dollars (\$5,000.00) (the “Earnest Money Deposit) to be delivered within **five (5)** business days after the Effective Date, in the form of a check payable to, and to be deposited in escrow with Security 1st Title LLC, 727 N. Waco, Suite 300, Wichita, Kansas 67203, Attn: Heather Shippy (hereinafter the “Escrow Agent”).
- b. On the Closing Date (as defined below), Buyer shall deliver to the Escrow Agent for distribution to Seller, the balance of the Purchase Price in certified funds or by wire transfer of federal funds.

4. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the “Closing”) shall occur within **forty-five (45)** business days of the Effective Date and as the parties mutually agree.

5. PRORATIONS: Seller shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing and rents shall be prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. All deposits shall be transferred to Buyer at closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year’s tax and special assessment, if any. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

6. TITLE INSURANCE: Seller shall, within **fifteen (15)** business days of the Effective Date, issue and deliver to Buyer a title commitment together with legible copies of all documents identified therein as exceptions to title (the “Title Commitment”) issued Security 1st Title LLC, 727 N. Waco, Suite 300, Wichita, Kansas 67203 (hereinafter the “Title Company”) in form of an owner’s ALTA Title Insurance Policy by which the Title Company shall agree to insure marketable fee simple title in the Buyer in the amount of the purchase price as of the date and time of recordation of the Deed. 100% of the Owners Title Insurance Policy and the closing agent’s fees shall be paid by the Seller.

7. INTENTIONALLY DELETED.

8. REPRESENTATIONS: Seller represents and warrants to and covenants and agrees with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

- 8.1 Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Kansas.
- 8.2 All necessary action has been taken by Seller with respect to the execution and delivery of this Agreement.
- 8.3 This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are no consents of any third party required for the consummation of the transaction contemplated herein.
- 8.4 To the best of Seller's knowledge, Seller has good, marketable and insurable fee simple absolute title to, and is the owner of, the Property, and Seller's ownership of the Property is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for (a) matters of record and for (b) real estate taxes and assessments for the year 2023.
- 8.5 INTENTIONALLY DELETED.
- 8.6 INTENTIONALLY DELETED.
- 8.7 To the best of Seller's knowledge, the Property is served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.
- 8.8 To the best of Seller's knowledge, Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Property or any leases or licenses thereof.
- 8.9 To the best of Seller's knowledge, there are no outstanding rights or options to purchase all or any part of the Property, and there are no outstanding options to license or use all or any part of the Property.
- 8.10 There are to the best of Seller's knowledge, no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge) threatened against or affecting the Property, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Property including, without limitation, tax reduction proceedings. From and after the date hereof (until this Agreement is terminated or expires), Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Property or any part thereof without the prior written consent of Buyer.
- 8.11 Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Property or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing.
- 8.12 INTENTIONALLY DELETED.
- 8.13 To the best of Seller's knowledge, except for service agreements which are cancelable by Seller at will, there are no service agreements or any other contracts or agreements whatsoever to which Seller is a party and which affect the Property in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the Property which cannot be cancelled effective as of the Closing Date.

- 8.14 To the best of Seller's knowledge, there is no pending or contemplated condemnation of the Property or any part thereof.
- 8.15 Seller is now maintaining and shall maintain until Closing "replacement cost" fire, casualty and extended coverage insurance on the Property.
- 8.16 INTENTIONALLY DELETED.
- 8.17 At Buyer's expense, Seller shall cooperate with and consent to any and all applications in the name of Buyer (or its designee[s]). Seller shall evidence such cooperation and/or consent in writing or by executing necessary documents, within three (3) business days of any request by Buyer (or its designee[s]),

9. AGENCY DISCLOSURE: Pursuant to Kansas Real Estate Brokers' and Salespersons License Act 1997, 58-30, 110(c), Craig L. Burns, Manager and Jennifer Weast, Member of Six Pack, LLC are licensed real estate agents in the State of Kansas.

10. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver at closing a Special Warranty Deed ("Deed"), funds and such other documents reasonably necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, subject to the Permitted Exceptions. Seller and Buyer shall deliver at Closing certified funds or by wire transfer of federal funds sufficient to satisfy their respective obligations under this Contract.

11. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Seller within **ten (10)** business days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

12. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

13. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

14. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer.

(b) If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money Deposit as total liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain actual damages)

15. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, the Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within **fifteen (15)** business days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within **forty-five (45)** business days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses, including the cost of an interpleader, incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent.

16. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in the Contract or by written agreement.

17. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

Buyers:

City of Gardner, Kansas
Attn: James Pruetting
120 E. Main Street
Gardner, Kansas 66030
Telephone: (913) 856-0941

Sellers:

Six Pack, LLC
Attn.: Craig Burns
15 Stonebridge Circle
Wichita, Kansas 67230
(316) 293-1676
Facsimile: (316)267-8115

with a copy to:

McAnany, Van Cleave & Phillips, P.A.
Attn: Ryan B. Denk, Esquire
10 E. Cambridge Circle Drive, Suite 300
Kansas City, Kansas 66103
Telephone: (913) 634-9476

Security 1st Title LLC
Attn: Shannon Harris
3515 N. Ridge Road, Suite 300
Wichita, Kansas 67205
(316) 721-6500

18. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) January ____, 2023.

19. **REQUESTED DUE DILLIGENCE ITEMS:** Seller shall provide Buyer with:

- (a) Any leases and amendments (originals if available / applicable)
- (b) Copies of existing plans appraisals, warranties (including without limitation roof warranties and mechanical system or component warranties, surveys, or environmental reports or audits.
- (c) Copies of existing Owners Policies.

20. **APPLICABLE LAW:** This Contract shall be construed and interpreted in accordance with the laws of the State of Kansas.

21. **REAL ESTATE COMMISSIONS:** Each party hereto represents to the other that it has not authorized any broker to act on its behalf in connection with the sale and purchase hereunder and that such party has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement, or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby.

22. **EXECUTION:** This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original.

23. **INTENTIONALLY DELETED.**

24. **1031 EXCHANGE:** Buyer is aware that Seller reserves the right to perform a 1031 tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to an assignment of the rights under this purchase agreement by the Seller to Security 1st Exchange as Qualified Intermediary. Buyer agrees to cooperate in this exchange by executing any additional documents at no cost or liability to the Buyer

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

Six Pack, LLC, a Kansas limited liability company

City of Gardner, Kansas, a Kansas municipal corporation

By: _____

By: _____
Jim Pruetting, City Administrator

Print Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

Date: February _____, 2024

Date: February _____, 2024

Date of acceptance, the Effective Date, is **February _____, 2024.**

Exhibit "A"
Legal Description

Tract 1:

Property ID CP78000000 0119

The South 45 feet of the North 80 feet of Lots 119, 121, and 123, SHAWNEE STREET, CITY OF GARDNER, a subdivision in the City of Gardner, Johnson County, Kansas, and that part of vacated Center Street lying West of and adjacent to said Lot 119.

Tract 2:

Property ID CP78000000 0119B

All of the North 35.0 feet of Lots 119, 121, and 123, SHAWNEE STREET, CITY OF GARDNER, a subdivision in the City of Gardner, Johnson County, Kansas; and that part of vacated Center Street and vacated Shawnee Street described as follows: Beginning at the Northwest corner of said Lot 119; thence North 89 degrees 26 minutes 30 seconds East along the North line of said Lots 119, 121, and 123, a distance of 90.0 feet to the Northeast corner of said Lot 123; thence North 0 degrees East a distance of 10.5 feet; thence North 89 degrees 26 minutes 58 seconds West a distance of 108.80 feet; thence South 0 degrees West a distance of 47.61 feet; thence North 89 degrees 26 minutes 30 seconds East a distance of 18.80 feet to a point on the West line of said Lot 119; thence North 0 degrees East along the West line of said Lot 119 a distance of 35.0 feet to the point of beginning.