



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, June 3, 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 June 3, 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

1. Hold a public hearing to receive public comment on the results of the Phase II Treadway Apartments Cost Benefit Analysis and granting of exemption from ad valorem taxes.

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on May 20, 2024.
2. Standing approval of City expenditures prepared May 16, 2024 in the amount of \$871,259.95; May 23, 2024 in the amount of \$1,068,988.34; and May 24, 2024 for \$900.00.
3. Consider authorizing an agreement with KDOT for the Gardner Traffic Signal Interconnect Project.
4. Consider authorizing the City Administrator to execute a Memorandum of Agreement with Evergy for Substation 4.
5. Consider approving a City/County agreement for reconstruction of a culvert on Four Corners Road.

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

None

OLD BUSINESS

None

NEW BUSINESS

1. Consider adopting a resolution declaring the intent of the city to issue Industrial Revenue Bonds for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily, Phase 2)
2. Consider approving an ordinance levying and assessing special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of improvements in the City of Gardner, Kansas, as authorized by Resolution No. 2140 of the City (Lone Star Prairie Special Benefit District)
3. Consider adopting an ordinance amending Ordinance No. 2687 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One Offsite Sanitary Sewer and 167th Street Special Benefit District on certain lots, pieces, and parcels of land in the City.
4. Consider adopting an ordinance amending Ordinance No. 2688 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One First Plat Internal Improvements Special Benefit District on certain lots, pieces, and parcels of land in the City.
5. Consider an ordinance of the City of Gardner, Kansas amending Section 2.10.010 of the Gardner Municipal Code relating to the Governing Body.
6. Consider a resolution establishing compensation for the Governing Body pursuant to Gardner Municipal Code Section 2.10.010.

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.

COUNCIL ACTION FORM

PUBLIC HEARING NO. 1

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Hold a public hearing to receive public comment on the results of the Phase II Treadway Apartments Cost Benefit Analysis and granting of exemption from ad valorem taxes

Strategic Priority: Promote Economic Development, Quality of Life

Department: Finance

Staff Recommendation:

Hold a public hearing to receive public comment on the results of the Phase II Treadway Apartments Cost Benefit Analysis and granting of exemption from ad valorem taxes.

Background/Description of Item:

The City of Gardner received a request for the issuance of Industrial Revenue Bonds (IRBs) for Phase 2 of the Treadway multifamily development. The project will require the issuance of IRBs in the principal amount of not to exceed \$29,000,000 to finance the costs of acquiring the project site and constructing and equipping the multifamily apartment project. Treadway Phase II, LLC, is requesting a sales tax exemption on construction materials and a property tax abatement of 75% for 10 years.

The proposed multifamily development project is part of a larger 262-acre mixed-use development project (GRATA). Under the city's development agreement with GRATA, the city agreed to consider requests for property tax abatements of 75% on the multifamily portions of the project.

State law requires that a cost benefit analysis be prepared, which outlines the costs and benefits of the exemption and the effect of the exemption on State of Kansas revenues.

Financial Impact:

The cost-benefit analysis outlines the costs and of the exemption on the City of Gardner, Johnson County, Johnson County Fire District No. 1, USD 231 School District and the State of Kansas.

Attachments:

- Cost Benefit Analysis

Suggested Motion:

Hold a public hearing to receive public comment on the results of the Phase II Treadway Apartments Cost Benefit Analysis and granting of exemption from ad valorem taxes.

A Tax Abatement Cost-Benefit Analysis of Phase II Treadway Apartments for the City of Gardner

Completed by

Municipal Consulting, LLC

5/21/2024

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Gardner	5.15	42%
Johnson County	2.10	11%
Gardner-Edgerton USD 231	5.42	44%
Johnson Co. Comm. Coll.	3.13	21%
Fire District #1	2.00	10%
State of Kansas	2.38	14%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3. This report assumes that the City of Gardner will approve a 75% property tax abatement for 10 years. A PILOT payment has been considered in this analysis. This report assumes that the developer will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. We point out that the main economic benefits of this project are from new residents rather than new jobs.

We used conservative assumptions that the apartments would be 50% leased in Year 1, 75% in Year 2 and 95% in Year 3, and that only 75% of the new residents would come from outside the city.

If you have any questions or comments, you may reach me with the contact information below.

Steve Robb

R. Steven Robb
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Municipal Consulting, LLC
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2207 N. Free King Hwy, Pittsburg, KS 66762-8418

COST-BENEFIT ANALYSIS PROJECT SUMMARY

PROJECT NAME: Phase II Treadway Apartments

DATE: 5/21/2024

OWNER (If different from above) Treadway Phase II, LLC

GOVERNMENTAL ENTITIES INVOLVED:

CITY: City of Gardner

COUNTY: Johnson County
(Includes County Parks & Library)

SCHOOL DISTRICT: Gardner-Edgerton USD 231

SPECIAL TAXING DISTRICT #1 Johnson Co. Comm. Coll.

SPECIAL TAXING DISTRICT #4 Fire District #1

STATE: State of Kansas

INFLATION RATE: 2.50% **DISCOUNT RATE:** 7.50%

Project Description: Construction of a 162 unit multifamily apartment complex with various amenities, including parking areas and common spaces, clubhouse, pool, etc.

Phase II Treadway Apartments

Community Data Inputs:						
	City of Gardner	Johnson County	USD 231	Comm. Coll.	FD #1	State
Mill Levy	18.319	24.360	61.722	8.131	14.637	1.500
Sales Tax	1.500%	1.475%	n/a	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	\$1,163.57	\$224.05	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$22.97	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$188.41	\$338.85	n/a	\$220.96	\$0.00	\$2,462.21
Marg. Cost/Res./Student	\$83.48	\$55.34	\$1,633.88	\$22.81	\$0.00	\$942.66
Other Revenues/Worker	\$146.06	\$262.69	n/a	\$171.30	\$0.00	\$2,086.08
Marginal Cost/New Worker	\$64.72	\$42.90	n/a	\$17.68	\$0.00	\$798.66
State Funding/Pupil	n/a	n/a	\$11,484.99	n/a	n/a	\$10,800
Local & Federal Funding/Pupil	n/a	n/a	\$4,853.85	n/a	n/a	\$6,197
Visitor Daily Spending	\$50.00	\$50.00		Total Mill Levy		\$75.00
Average Hotel Room Rate	\$125	\$125		128.669		n/a
Retail Pull Factor	0.75	1.23				n/a
Percent of County Share	2.10%	100.00%				n/a
Ann. Local Per Capita Sales/Use Tax	\$200	\$15				n/a
Ann. State Per Capita Sales/Use Tax	\$675	\$1,302				\$1,779
Annual Per Capita Retail Sales	\$13,301	\$20,034				\$27,367
Average Household Size	2.96	2.57				2.49
Avg. Wage-All Occupations	\$57,609	\$57,609				\$52,850

Phase II Treadway Apartments

Firm Data Inputs:		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total	
Investment in Land		\$2,916,000											
Investment in Building and site Improvements		\$28,584,000											
Investment in Machinery, Equipment & Fixtures		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Professional fees and Financing costs.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Project Investment		\$31,500,000											
Incentives: Value of City Sales Tax Exemption		\$10,719	Value of County Sales Tax Exemption:			\$69,566	Value of State Sales Tax Exemption:			\$603,837	\$684,122		
	% Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales	0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchases	0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net City Util. Revenue	3.00%	\$10,336	\$93,838	\$134,405	\$164,268	\$169,196	\$174,272	\$179,500	\$184,885	\$190,431	\$196,144	\$202,028	\$1,699,302
Franchise Fees	3.00%	\$1,368	\$2,305	\$3,119	\$3,723	\$3,835	\$3,950	\$4,068	\$4,190	\$4,316	\$4,445	\$4,579	\$39,897
PILOT - City		\$0	\$12,526	\$12,839	\$13,160	\$13,489	\$13,826	\$14,172	\$14,526	\$14,889	\$15,262	\$15,643	\$140,333
PILOT - County		\$0	\$16,656	\$17,073	\$17,500	\$17,937	\$18,386	\$18,845	\$19,317	\$19,799	\$20,294	\$20,802	\$186,610
PILOT - State		\$0	\$1,026	\$1,051	\$1,078	\$1,105	\$1,132	\$1,160	\$1,189	\$1,219	\$1,250	\$1,281	\$11,491
PILOT - School		\$0	\$36,733	\$37,652	\$38,593	\$39,558	\$40,547	\$41,560	\$42,600	\$43,664	\$44,756	\$45,875	\$411,538
PILOT - Comm. Coll.		\$0	\$5,560	\$5,699	\$5,841	\$5,987	\$6,137	\$6,290	\$6,448	\$6,609	\$6,774	\$6,943	\$62,288
PILOT - Fire Dist.		\$0	\$10,008	\$10,258	\$10,515	\$10,778	\$11,047	\$11,323	\$11,607	\$11,897	\$12,194	\$12,499	\$112,127
New Resident Households ²	0	84	42	28	0	0	0	0	0	0	0	0	154
Households new to the city	75%	63.0	31.5	20.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	115.0
Households new to the county	38%	31.5	15.8	10.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	58.0
Households new to the state	5.0%	4.2	2.1	1.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.7
New students in K-12	50%	31.5	15.8	10.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	58.2
New Employees		6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0
New employee average salary	2.50%	\$45,000	\$46,125	\$47,278	\$48,460	\$49,672	\$50,913	\$52,186	\$53,491	\$54,828	\$56,199		N/A
Tax Abatement-Land		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	N/A
Tax Abatement-Bldg.		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	N/A
Visitors	0.0%	0	675	675	675	675	675	675	675	675	675	675	6,750
			City	County	State								
Percentage of sales taxable in the			0%	0%	0%								
Percentage of purchases taxable in the			0%	0%	0%								
Assumed Inflation Rate			2.50%										

¹ Fixtures, furniture and equipment costs are exempt from sales taxes, but are included here to reflect the firm's total investments.

² Assumption is that apartments will be 50% leased in Year 1, 75% in Year 2 and 95% by Year 3 and thereafter.

COST-BENEFIT ANALYSIS PROJECT SUMMARY									
PROJECT NAME:	Phase II Treadway Apartments					Ratio of			
DATE:		5/21/2024				NPV of Net			
				Net	NPV	Benefits to	Actual	Avg.	
				Present	of	NPV of	Benefit to	Annual	
		Total		Value	Incentives	Incentives	Actual	Rate	
	Total	Costs &	Net	of Net	& Taxes	and Taxes	Cost	of	
Entity	Benefits	Incentives	Benefits	Benefits	Abated	Abated	Ratio	Return	
City of Gardner	\$3,985,106	\$773,292	\$3,211,814	\$2,134,219	\$295,492	7.22	5.15	42%	
Johnson County	\$1,583,661	\$753,222	\$830,439	\$540,119	\$448,247	1.20	2.10	11%	
Gardner-Edgerton USD 231	\$12,101,093	\$2,230,691	\$9,870,402	\$6,545,390	\$835,119	7.84	5.42	44%	
Johnson Co. Comm. Coll.	\$744,558	\$238,009	\$506,549	\$337,423	\$126,398	2.67	3.13	21%	
Fire District #1	\$1,010,317	\$505,902	\$504,415	\$336,622	\$227,535	1.48	2.00	10%	
State of Kansas	\$7,268,523	\$3,055,311	\$4,213,212	\$2,736,717	\$627,155	4.36	2.38	14%	

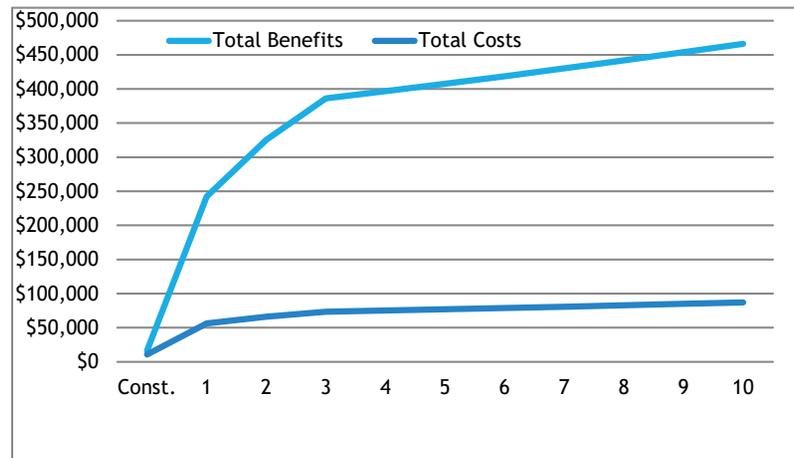
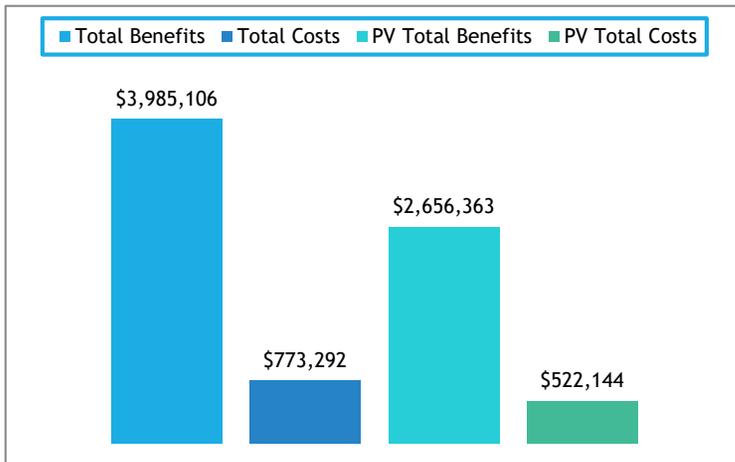
SUMMARY OF COSTS AND BENEFITS FOR: City of Gardner
PROJECT: Phase II Treadway Apartments

DATE: 5/21/2024

DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 5.15
Ratio of Present Value of Total Benefits to Present Value of Total Cost: 5.09
 (Typical desired ratio would be 1.3 to 1) **Average ROI:** 41.53%

Year	Sales and Transient Guest Taxes	New Property Taxes (Includes PILOT)	Utilities and Franchise Fees	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$4,824	\$0	\$11,704	\$0	\$16,527	\$16,527	\$10,719	\$0	\$10,719	\$10,719	\$5,808	\$5,808	\$5,808	\$10,719
1	\$53,379	\$50,104	\$96,143	\$42,612	\$242,238	\$225,338	\$18,880	\$37,578	\$56,458	\$52,519	\$185,780	\$191,588	\$172,818	\$34,956
2	\$74,258	\$51,356	\$137,524	\$62,134	\$325,273	\$281,469	\$27,530	\$38,517	\$66,047	\$57,153	\$259,225	\$450,813	\$224,316	\$33,330
3	\$89,422	\$52,640	\$167,990	\$76,255	\$386,307	\$310,962	\$33,787	\$39,480	\$73,267	\$58,977	\$313,040	\$763,854	\$251,985	\$31,780
4	\$91,657	\$53,956	\$173,030	\$78,161	\$396,805	\$297,128	\$34,631	\$40,467	\$75,098	\$56,234	\$321,706	\$1,085,560	\$240,894	\$30,302
5	\$93,949	\$55,305	\$178,221	\$80,115	\$407,590	\$283,910	\$35,497	\$41,479	\$76,976	\$53,618	\$330,614	\$1,416,174	\$230,292	\$28,892
6	\$96,298	\$56,688	\$183,568	\$82,118	\$418,671	\$271,283	\$36,384	\$42,516	\$78,900	\$51,124	\$339,771	\$1,755,945	\$220,158	\$27,549
7	\$98,705	\$58,105	\$189,075	\$84,171	\$430,056	\$259,218	\$37,294	\$43,579	\$80,873	\$48,746	\$349,183	\$2,105,128	\$210,472	\$26,267
8	\$101,173	\$59,558	\$194,747	\$86,275	\$441,752	\$247,692	\$38,226	\$44,668	\$82,895	\$46,479	\$358,858	\$2,463,986	\$201,212	\$25,046
9	\$103,702	\$61,047	\$200,589	\$88,432	\$453,770	\$236,679	\$39,182	\$45,785	\$84,967	\$44,317	\$368,803	\$2,832,789	\$192,361	\$23,881
10	\$106,295	\$62,573	\$206,607	\$90,643	\$466,117	\$226,157	\$40,162	\$46,930	\$87,091	\$42,256	\$379,026	\$3,211,814	\$183,901	\$22,770
Total	\$913,661	\$561,331	\$1,739,199	\$770,916	\$3,985,106	\$2,656,363	\$352,294	\$420,998	\$773,292	\$522,144	\$3,211,814	\$3,211,814	\$2,134,219	\$295,492

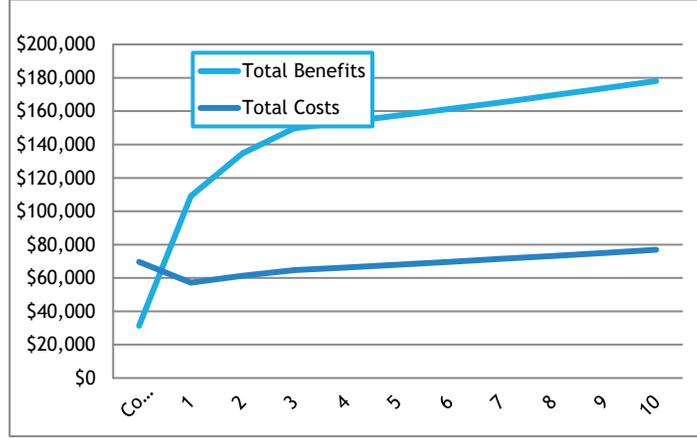
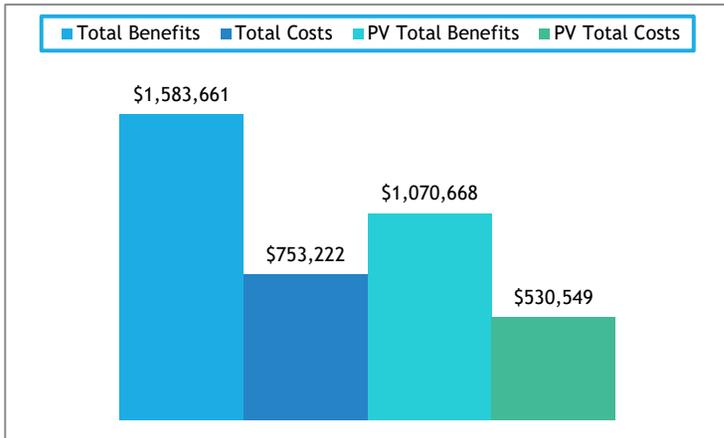


* Other city revenues include fees, fines and other charges collected by the city in addition to taxes. These are partially offset by the costs of providing services to the public. The incentive listed is the value of the sales tax exemption provided by the fact the developer is using IRB's for financing.

SUMMARY OF COSTS AND BENEFITS FOR: Johnson County
 PROJECT: Phase II Treadway Apartments (Includes Co. Parks & Library)
 DATE: 5/21/2024 DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.10
 Ratio of Present Value of Total Benefits to Present Value of Total Co 2.02
 Average ROI 11.03%

Year	Sales and Transient Guest Taxes	New Property Taxes (Includes PILOT)	Other * County Revenues	Total Benefits	Net Present Value of Total Benefits	Incentive and Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$31,305	\$0	\$0	\$31,305	\$31,305	\$69,566	\$0	\$69,566	\$69,566	-\$38,261	-\$38,261	-\$38,261	\$69,566
1	\$3,865	\$66,626	\$38,553	\$109,044	\$101,436	\$7,205	\$49,970	\$57,175	\$53,186	\$51,869	\$13,608	\$48,250	\$46,483
2	\$4,678	\$68,292	\$61,675	\$134,645	\$116,512	\$10,096	\$51,219	\$61,315	\$53,057	\$73,330	\$86,938	\$63,455	\$44,321
3	\$5,283	\$69,999	\$74,517	\$149,800	\$120,583	\$12,194	\$52,499	\$64,693	\$52,075	\$85,107	\$172,044	\$68,507	\$42,260
4	\$5,415	\$71,749	\$76,380	\$153,545	\$114,974	\$12,499	\$53,812	\$66,310	\$49,653	\$87,234	\$259,279	\$65,321	\$40,294
5	\$5,550	\$73,543	\$78,290	\$157,383	\$109,627	\$12,811	\$55,157	\$67,968	\$47,344	\$89,415	\$348,694	\$62,283	\$38,420
6	\$5,689	\$75,381	\$80,247	\$161,318	\$104,528	\$13,131	\$56,536	\$69,667	\$45,142	\$91,650	\$440,344	\$59,386	\$36,633
7	\$5,831	\$77,266	\$82,253	\$165,351	\$99,666	\$13,460	\$57,950	\$71,409	\$43,042	\$93,942	\$534,286	\$56,624	\$34,929
8	\$5,977	\$79,198	\$84,310	\$169,485	\$95,030	\$13,796	\$59,398	\$73,194	\$41,040	\$96,290	\$630,576	\$53,990	\$33,305
9	\$6,127	\$81,178	\$86,417	\$173,722	\$90,610	\$14,141	\$60,883	\$75,024	\$39,131	\$98,698	\$729,274	\$51,479	\$31,756
10	\$6,280	\$83,207	\$88,578	\$178,065	\$86,396	\$14,494	\$62,405	\$76,900	\$37,311	\$101,165	\$830,439	\$49,085	\$30,279
Total	\$86,001	\$746,439	\$751,221	\$1,583,661	\$1,070,668	\$193,392	\$559,830	\$753,222	\$530,549	\$830,439	\$830,439	\$540,119	\$448,247



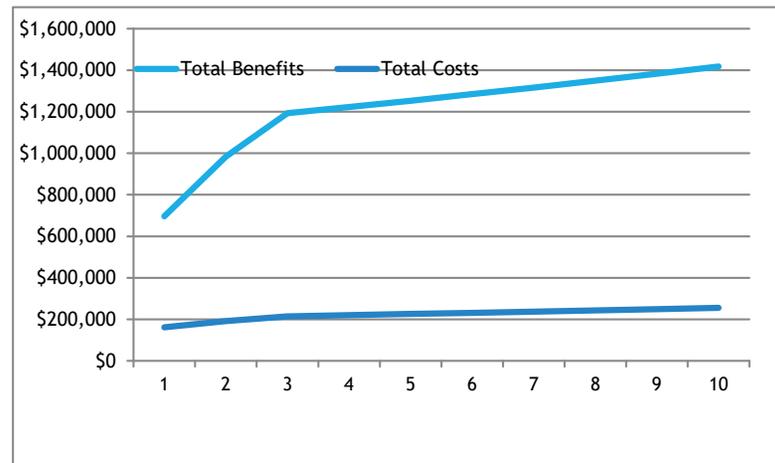
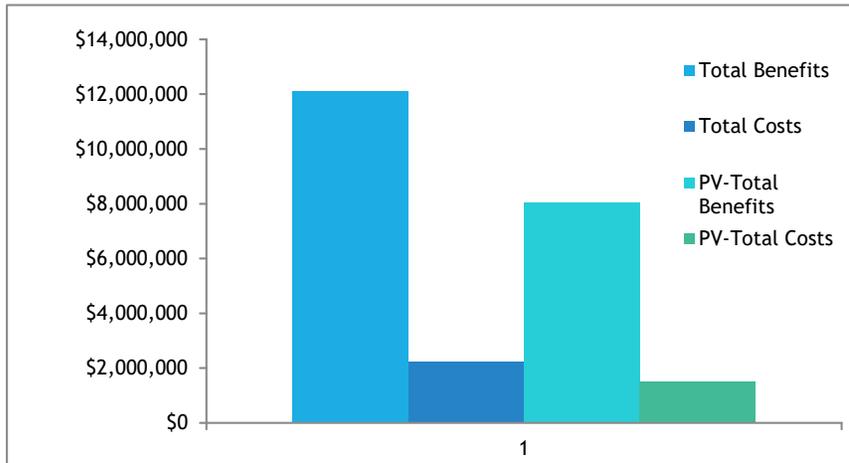
* Other county revenues include fees, fines and other charges collected by the county in addition to taxes. These are partially offset by the costs of providing services to the public. The incentive listed is the value of the sales tax exemption provided by the county. It represents the sales taxes that are waived by the fact the developer is using IRB's for financing.

SUMMARY OF COSTS AND BENEFITS FOR: Gardner-Edgerton USD 231
 PROJECT: Phase II Treadway Apartments
 DATE: 5/21/2024

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 5.42
 Ratio of Present Value of Total Benefits to Present Value of Total Costs: 5.38
 (Typical desired ratio would be 1.3 to 1) Average ROI 44.25%

DISCOUNT RATE: 7.50%

Year	New Property Taxes (Includes PILOT)	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$146,933	\$21,881	\$527,540	\$696,355	\$647,772	\$51,467	\$110,200	\$161,667	\$150,388	\$534,687	\$534,687	\$497,383	\$102,512
2	\$150,607	\$22,428	\$811,093	\$984,128	\$851,598	\$79,131	\$112,955	\$192,086	\$166,218	\$792,042	\$1,326,729	\$685,380	\$97,744
3	\$154,372	\$22,988	\$1,015,460	\$1,192,819	\$960,173	\$99,069	\$115,779	\$214,848	\$172,944	\$977,971	\$2,304,700	\$787,228	\$93,197
4	\$158,231	\$23,563	\$1,040,846	\$1,222,640	\$915,514	\$101,546	\$118,673	\$220,219	\$164,900	\$1,002,421	\$3,307,121	\$750,613	\$88,863
5	\$162,187	\$24,152	\$1,066,867	\$1,253,206	\$872,932	\$104,085	\$121,640	\$225,725	\$157,231	\$1,027,481	\$4,334,603	\$715,701	\$84,730
6	\$166,242	\$24,756	\$1,093,539	\$1,284,537	\$832,330	\$106,687	\$124,681	\$231,368	\$149,917	\$1,053,169	\$5,387,771	\$682,413	\$80,789
7	\$170,398	\$25,375	\$1,120,877	\$1,316,650	\$793,617	\$109,354	\$127,798	\$237,152	\$142,945	\$1,079,498	\$6,467,269	\$650,673	\$77,031
8	\$174,658	\$26,009	\$1,148,899	\$1,349,566	\$756,705	\$112,088	\$130,993	\$243,081	\$136,296	\$1,106,485	\$7,573,754	\$620,409	\$73,448
9	\$179,024	\$26,659	\$1,177,622	\$1,383,305	\$721,509	\$114,890	\$134,268	\$249,158	\$129,957	\$1,134,147	\$8,707,901	\$591,552	\$70,032
10	\$183,500	\$27,326	\$1,207,062	\$1,417,888	\$687,951	\$117,762	\$137,625	\$255,387	\$123,912	\$1,162,501	\$9,870,402	\$564,038	\$66,775
Total	\$1,646,150	\$245,137	\$10,209,806	\$12,101,093	\$8,040,099	\$996,079	\$1,234,613	\$2,230,691	\$1,494,709	\$9,870,402	\$9,870,402	\$6,545,390	\$835,119

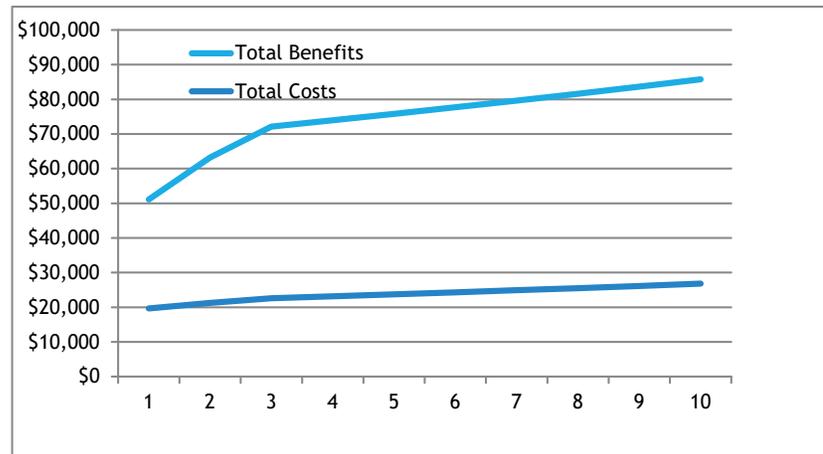
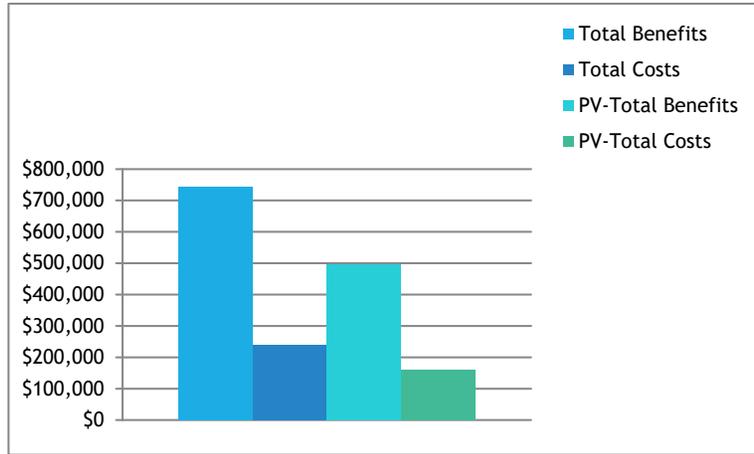


SUMMARY OF COSTS AND BENEFITS FOR: **Johnson Co. Comm. Coll.**
PROJECT: Phase II Treadway Apartments
DATE: 5/21/2024

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 3.13
Ratio of Present Value of Total Benefits to Present Value of Total Co 3.10
 (Typical desired ratio would be 1.3 to 1) **Average ROI** 21.28%

DISCOUNT RATE: 7.50%

Year	New District Property Taxes (Includes PILOT)	Other * District Revenues	Total Benefits	Net Present Value of Total Benefits	Other * District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$22,239	\$28,857	\$51,096	\$47,531	\$2,979	\$16,679	\$19,658	\$18,287	\$31,437	\$31,437	\$29,244	\$15,515
2	\$22,795	\$40,401	\$63,196	\$54,685	\$4,171	\$17,096	\$21,267	\$18,403	\$41,929	\$73,366	\$36,282	\$14,794
3	\$23,365	\$48,780	\$72,145	\$58,074	\$5,036	\$17,524	\$22,560	\$18,160	\$49,585	\$122,951	\$39,914	\$14,106
4	\$23,949	\$50,000	\$73,949	\$55,373	\$5,162	\$17,962	\$23,124	\$17,315	\$50,825	\$173,776	\$38,058	\$13,450
5	\$24,548	\$51,250	\$75,797	\$52,797	\$5,291	\$18,411	\$23,702	\$16,510	\$52,096	\$225,872	\$36,288	\$12,824
6	\$25,161	\$52,531	\$77,692	\$50,342	\$5,423	\$18,871	\$24,294	\$15,742	\$53,398	\$279,270	\$34,600	\$12,228
7	\$25,790	\$53,844	\$79,635	\$48,000	\$5,559	\$19,343	\$24,902	\$15,010	\$54,733	\$334,003	\$32,991	\$11,659
8	\$26,435	\$55,190	\$81,625	\$45,768	\$5,698	\$19,826	\$25,524	\$14,311	\$56,101	\$390,104	\$31,456	\$11,117
9	\$27,096	\$56,570	\$83,666	\$43,639	\$5,840	\$20,322	\$26,162	\$13,646	\$57,504	\$447,607	\$29,993	\$10,600
10	\$27,773	\$57,984	\$85,758	\$41,609	\$5,986	\$20,830	\$26,816	\$13,011	\$58,941	\$506,549	\$28,598	\$10,107
Total	\$249,150	\$495,408	\$744,558	\$497,817	\$51,147	\$186,863	\$238,009	\$160,394	\$506,549	\$506,549	\$337,423	\$126,398



* Other revenues include fines, fees and other charges collected by the district in addition to taxes. These are partially offset by the costs of providing services to the public.

SUMMARY OF COSTS AND BENEFITS FOR: Fire District #1

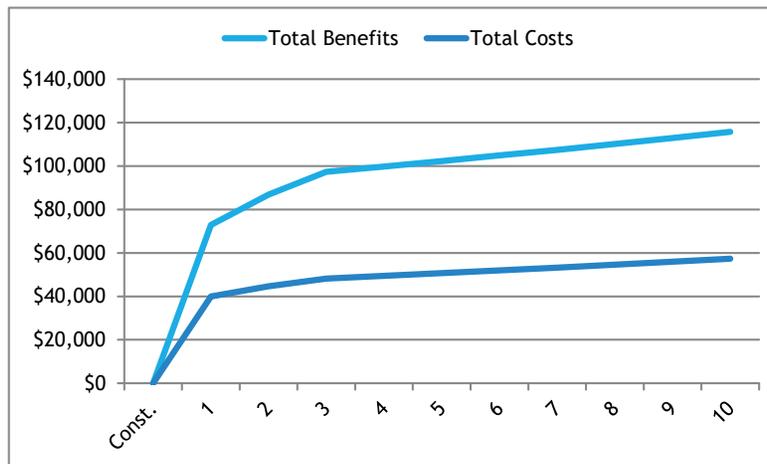
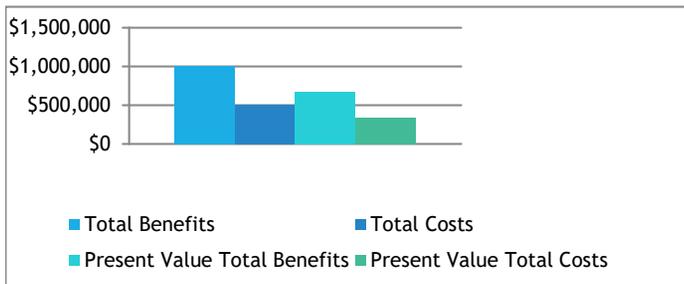
PROJECT: Phase II Treadway Apartments

DATE: 5/21/2024

DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.00
 Ratio of Present Value of Total Benefits to Present Value of Total C 1.99
 (Typical desired ratio would be 1.3 to 1) Average ROI 9.97%

Year	New District Property Taxes (Includes PILOT)	Other * District Revenues	Total Benefits	Present Value of Total Benefits	Other * District Costs	District Property Taxes Abated	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$40,033	\$32,844	\$72,877	\$67,793	\$9,911	\$30,025	\$39,935	\$37,149	\$32,942	\$32,942	\$30,644	\$27,930
2	\$41,034	\$45,855	\$86,889	\$75,188	\$13,836	\$30,776	\$44,612	\$38,604	\$42,277	\$75,219	\$36,584	\$26,631
3	\$42,060	\$55,300	\$97,360	\$78,371	\$16,686	\$31,545	\$48,231	\$38,824	\$49,129	\$124,348	\$39,547	\$25,392
4	\$43,111	\$56,683	\$99,794	\$74,726	\$17,104	\$32,334	\$49,437	\$37,019	\$50,357	\$174,705	\$37,707	\$24,211
5	\$44,189	\$58,100	\$102,289	\$71,250	\$17,531	\$33,142	\$50,673	\$35,297	\$51,616	\$226,321	\$35,954	\$23,085
6	\$45,294	\$59,553	\$104,846	\$67,936	\$17,970	\$33,970	\$51,940	\$33,655	\$52,906	\$279,228	\$34,281	\$22,012
7	\$46,426	\$61,041	\$107,468	\$64,777	\$18,419	\$34,820	\$53,238	\$32,090	\$54,229	\$333,457	\$32,687	\$20,988
8	\$47,587	\$62,567	\$110,154	\$61,764	\$18,879	\$35,690	\$54,569	\$30,597	\$55,585	\$389,042	\$31,167	\$20,012
9	\$48,777	\$64,132	\$112,908	\$58,891	\$19,351	\$36,582	\$55,934	\$29,174	\$56,975	\$446,016	\$29,717	\$19,081
10	\$49,996	\$65,735	\$115,731	\$56,152	\$19,835	\$37,497	\$57,332	\$27,817	\$58,399	\$504,415	\$28,335	\$18,193
Total	\$448,507	\$561,810	\$1,010,317	\$676,848	\$169,522	\$336,380	\$505,902	\$340,226	\$504,415	\$504,415	\$336,622	\$227,535



* Other revenues include fines, fees and other charges collected by the district in addition to taxes. These are partially offset by the costs of providing services to the public.

SUMMARY OF COSTS AND BENEFITS FOR: State of Kansas

PROJECT: Phase II Treadway Apartments

DATE: 5/21/2024

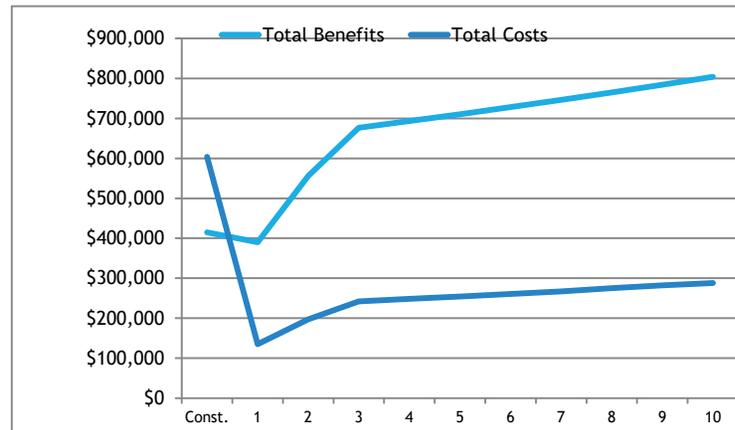
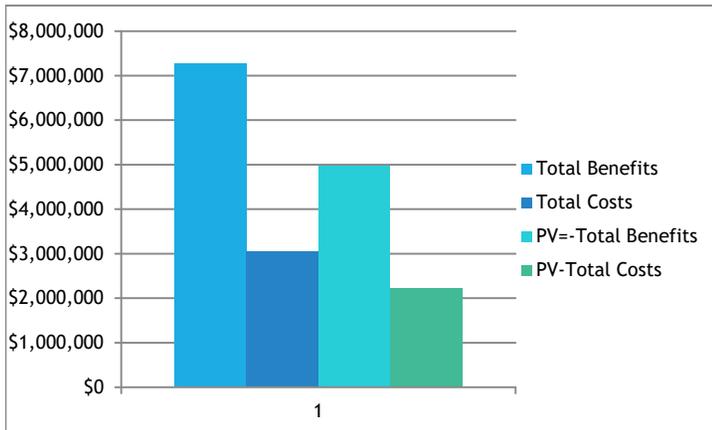
DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.38

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.23

(Typical desired ratio would be 1.3 to 1) Average ROI 13.79%

Year	Sales Taxes	New Property Taxes (Includes PILOT)	Corporate and Personal Income Taxes	Other* State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of* Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$271,727	\$0	\$142,920	\$0	\$414,647	\$414,647	\$0	\$0	\$0	\$603,837	\$603,837	\$603,837	-\$189,190	-\$189,190	-\$189,190	\$603,837
1	\$95,125	\$4,103	\$10,672	\$280,137	\$390,038	\$362,826	\$107,251	\$24,721	\$3,077	\$0	\$135,049	\$125,627	\$254,989	\$65,798	\$237,199	\$2,862
2	\$130,548	\$4,205	\$13,503	\$407,740	\$555,995	\$481,121	\$156,103	\$38,009	\$3,154	\$0	\$197,266	\$170,701	\$358,729	\$424,527	\$310,420	\$2,729
3	\$156,311	\$4,310	\$15,586	\$500,049	\$676,255	\$544,359	\$191,444	\$47,586	\$3,233	\$0	\$242,262	\$195,012	\$433,993	\$858,520	\$349,347	\$2,602
4	\$160,218	\$4,418	\$15,975	\$512,550	\$693,162	\$519,040	\$196,230	\$48,776	\$3,314	\$0	\$248,319	\$185,941	\$444,843	\$1,303,362	\$333,098	\$2,481
5	\$164,224	\$4,529	\$16,375	\$525,364	\$710,491	\$494,898	\$201,135	\$49,995	\$3,396	\$0	\$254,527	\$177,293	\$455,964	\$1,759,326	\$317,605	\$2,366
6	\$168,329	\$4,642	\$16,784	\$538,498	\$728,253	\$471,880	\$206,164	\$51,245	\$3,481	\$0	\$260,890	\$169,047	\$467,363	\$2,226,689	\$302,833	\$2,256
7	\$172,538	\$4,758	\$17,204	\$551,960	\$746,459	\$449,932	\$211,318	\$52,526	\$3,568	\$0	\$267,412	\$161,184	\$479,047	\$2,705,735	\$288,748	\$2,151
8	\$176,851	\$4,877	\$17,634	\$565,759	\$765,121	\$429,005	\$216,601	\$55,185	\$3,658	\$0	\$275,444	\$154,442	\$489,677	\$3,195,412	\$274,563	\$2,051
9	\$181,272	\$4,999	\$18,075	\$579,903	\$784,249	\$409,051	\$222,016	\$56,565	\$3,749	\$0	\$282,330	\$147,259	\$501,919	\$3,697,331	\$261,793	\$1,955
10	\$185,804	\$5,124	\$18,527	\$594,401	\$803,855	\$390,026	\$227,566	\$56,565	\$3,843	\$0	\$287,974	\$139,723	\$515,881	\$4,213,212	\$250,302	\$1,864
Total	\$1,862,947	\$45,963	\$303,253	\$5,056,359	\$7,268,523	\$4,966,783	\$1,935,827	\$481,175	\$34,472	\$603,837	\$3,055,311	\$2,230,066	\$4,213,212	\$4,213,212	\$2,736,717	\$627,155



* Other Revenues include fees, fines and other charges collected by the state. These are partially offset by the costs of providing various state services to the public.

Phase II Treadway Apartments

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	6	6
Construction jobs created	193	0
Number of New Residents in the Community	164	306
Number of Additional Students in the Local School District	32	58
Increase in Local Personal Incomes	\$4,183,266	\$75,987,333
Increase in Local Retail Sales	\$4,060,403	\$56,583,787
Increase in the Community's Property Tax Base	\$23,783,200	\$23,783,200
		Property Taxes
Estimated new annual tax revenues after 10 years:	City	\$62,573
	County	\$83,207
	School	\$210,826
	Comm. Coll.	\$27,773
	Fire Dist. #1	\$49,996
	State	\$5,124
	Totals	\$439,498

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

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May 20, 2024

The City Council of the City of Gardner, Kansas met in regular session on May 20, 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, Mark Wiehn, Steve Shute and Steve McNeer. City staff present were City Administrator Jim Pruetting; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in. Councilmember Kacy Deaton was absent.

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

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Electric Master Plan

Kiewit presented the 2024 Master Plan including Long Term Planning and operation of the City's electric system.

PUBLIC HEARING

1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Abdallah Shriners event weekend at the Johnson County Fairground.

Councilmember Shute made a motion to open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Abdallah Shriners event weekend at the Johnson County Fairground.

Councilmember Baldwin Seconded.

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

No members of the public came forward.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Baldwin Seconded.

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

PUBLIC COMMENTS

Katy Hoffman, 8456 Maurer Rd. Lenexa. Katy moved from Gardner in 2016 but lived here for 30 years. I came to share information about the Kansas Silver-Haired Legislature. It was formed in 1982 and created by an Act of Congress in 1969. It's a unicameral legislature composed of 125 representatives which is basically one per county in Kansas, however the more populated counties have six representatives. I am the chairman of the local area and we are elected every two years. The election is in March and you must be 60 years of age to become a member. We cover the entire state, so we ask for issues to present to the legislature each session. In July, we will be deciding on the issues for the 2025 session. We select the issues we feel will best help the people of Kansas. We meet in October in the state house, similar to the regular legislature, but we are all volunteers. During this time, we decide on the issues we will present to the legislature. We have our own representative that goes to the meetings to testify. We do some fundraising at our session in October by silent auction and offer a nursing scholarship preferably someone going into geriatric nursing. We are currently trying to get new suggestions for

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

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May 20, 2024

issues to present. If anyone has issues they would like us to consider, please let us know. As a reminder, these are only for state issues only.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on May 6, 2024.**
2. **Standing approval of City expenditures prepared May 3, 2024 in the amount of \$410,797.22; and May 8, 2024 in the amount of \$666,342.44.**
3. **Consider appointments to the vacancies on Boards and Commissions.**
4. **Consider authorizing the execution of an agreement for professional services with Revize for the development of the City of Gardner's website.**
5. **Consider authorizing the purchase of a Street Sweeper through the Sourcewell Cooperative Purchasing Program under the City's Vehicle and Equipment Replacement Policy.**
6. **Consider authorizing the purchase and training of a dual-purpose K-9 and a 12-week course for K-9 / handler Training using the Special Law Enforcement Trust Fund.**
7. **Consider authorizing an agreement with KDOT for the Gardner Traffic Signal Interconnect Project.**

Councilmember Shute made a motion to approve the Consent Agenda.

Councilmember McNeer Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. **Consider a petition for the formation of a special benefit district for the Lone Star Prairie development.**

Finance Director Matt Wolff advised the owner and developer of the Lone Star Prairie Development has petitioned the city for the creation of a special benefit district for the construction of a lift station and offsite sanitary sewer improvements. This is a multi-phase residential development. They will have approximately 188 single family homes at full buildout. The maximum costs of the improvements for the improvement district is \$1.15M including the cost of issuance of temporary notes, long-term bonds and the interest expense on the temporary notes. The cost of the improvements will be assessed 100% against the improvement district and 0% against the city at large. The proposed term of the improvement district is 20 years.

Councilmember Shute asked if they have furnished a letter of credit of some other instrument to back the creation of the district. Wolff said he doesn't believe we are requiring a letter of credit because this is only for offsite improvements. This is also a lower dollar amount compared to some of our other benefit districts.

Councilmember McNeer made a motion to adopt Resolution No. 2140, determining the advisability of certain internal improvements in the City of Gardner, Kansas, and authorizing and providing for the making of such improvements in accordance with the findings of the Governing Body and K.S.A. 12-6a01 et seq. (Lone Star Prairie Special Benefit District)

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Ordinance number 2140.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

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May 20, 2024

McNeer: Yes
Baldwin: Yes
Deaton: Absent
Wiehn: Yes
Shute: Yes

2. Consider adopting a resolution authorizing the adoption and execution of an amended and restated benefit plan of the City of Gardner, Kansas.

Human Resources Manager Shannon Templeton discussed the changes to the benefit plan year for a January 1 renewal schedule. As part of this adjustment, all of the city's current offerings will renew July 1, 2024, for six months of coverage and renew again on January 1, 2025, for a full twelve-month period. As part of this transition, Flex Made Easy, the city's provider for flexible spending accounts requires the governing body pass a resolution authorizing staff to amend the plan year and continue the administration of these FSA services.

Councilmember Baldwin made a motion to adopt Resolution No. 2141, a resolution authorizing the adoption and execution of an amended and restated welfare benefit plan of the City of Gardner, Kansas.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Ordinance number 2141.

Baldwin: Yes
Deaton: Absent
Wiehn: Yes
Shute: Yes
McNeer: Yes

3. Consider authorizing the City Administrator to execute a contract with Olsson for Substation 4 final design, equipment and construction specifications, bid review and recommendation, and project management, CIP Project EL4005.

Utilities Director Gonz Garcia said due to a series of voluntary annexations over the last several years, the need for a new substation was identified. In 2022, Olsson was selected for land acquisition and preliminary design of a new substation. Originally, we had the substation construction planned for 2032. Due to our growth and lead time for electrical equipment, it is imperative to begin the design now in order to have this substation operational by 2027. On November 20, 2023, Council authorized staff to request a scope of work proposal from Olsson that would include the final design, equipment and construction specifications bid review recommendation, and project management. We received their proposal and compared it to other similar projects we have, and their pricing is comparable to other projects.

Councilmember Shute asked if this is going to be a design build. Garcia said this will be conventional construction because we have three years to do the construction. What needs to be done and has already started is the requisition of transformers and circuit breakers.

Councilmember McNeer made a motion to authorize the City Administrator to execute a contract with Olsson in the amount of \$646,500 plus applicable sales taxes for Substation 4 final design, equipment and construction specifications, bid review and recommendation, and project management, CIP Project No. EL4005

Councilmember Wiehn Seconded.

4. Consider a request for a Waiver of the Distance Limitation and a "General Retailer" Special Event permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during the Abdallah Shriners event weekend at the Johnson County Fairground.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

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May 20, 2024

City Clerk Rich explained this is a yearly event of the Abdallah Shriners which requires a waiver of the distance for serving cereal malt beverages during the event. The police department has already completed their investigation and find nothing that would prohibit the license being issued.

Councilmember Shute made a motion to approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Abdallah Shriners Rodeo & Demo Derby to be held June 13 through June 15, 2024 at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember Baldwin Seconded.

COUNCIL UPDATES

Chief Waldeck said the department is working with emergency management on assessing the storm. We put the drone in the air to get an idea of damage. Officers were out overnight assisting as well. There were a few residents displaced from one apartment complex. Public works and Utilities have been out today working on some of the damage. Emergency Management and the National Weather Service were out today to assess what type of storm we had and expect a determination tomorrow morning.

Utilities Director Garcia said there were no outages during the storm last night. We did have some minor damage to fence posts.

Community Development Director Knopick reminded everyone there is a Planning Commission on Tuesday night due to the Monday holiday.

Councilmember Shute said both Fire and Police Department were in my neighborhood. It looks like southeastern Gardner seemed to get hit the worst. There were trees snapped at the base which fell on cars and houses. It looks like the damage started about Horizon Trails Apartment Complex and went northeast through Aspen Creek, Willow Springs and into Cottage Creek and Wildcat Run, towards Walmart. It looks like a 300-foot-wide channel with significant tree damage, fences blown down and some damage to houses. It appears something spun up in that area. I want to commend Public Safety and Utilities because we never lost power for more than two seconds during the storm.

Councilmember McNeer gave a shout out to Utilities for keeping the power on.

Councilmember Wiehn wants to congratulate all of the graduates from the past weekend. Also, thank you to Officer Jolly for spending the early morning with our graduates at Project Graduation.

Mayor Winters received a phone call about assistance with cleanup for limbs from the storm. It is not typically our policy to do anything on private property. In the past, we have utilized a common area for residents to bring items to and set up a day or two to do chipping and shredding. I told the caller I would bring it to council to see if there was anything that the city could help with. If we had space and a location, I wouldn't be opposed to trying to offer this. Discussion continued of locations on city property that would have space for drop off. Baldwin said it would take time to get this set up and if the amount of limbs is large, individuals may not even be able to get it there to drop off. McNeer agreed that it may be difficult to get set up quickly, plus some of this may be addressed with homeowners making insurance claims. The consensus is we are not readily set up with a facility or equipment to handle this right now, but we can look into it for the future.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember McNeer and seconded by Councilmember McNeer the meeting adjourned at 8:09 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 1387968	00	ACE IMAGEWEAR 001823	00	05/16/2024	605-3116-431.31-15	RAG SERVICE	EFT:	55.00
							VENDOR TOTAL *	55.00
0004834 20240401	00	ADVENTHEALTH CENTRA CARE 001818	00	05/16/2024	601-1230-412.31-15	DRUG SCREENS	118.00	
							VENDOR TOTAL *	118.00
0004197 463629	00	AID ANIMAL HOSPITAL, INC 001795	00	05/16/2024	001-2120-421.52-02	ZEUS - FLEA & TICK TRTMNT	286.00	
							VENDOR TOTAL *	286.00
0003525 962220	00	ALLEN, GIBBS & HOULIK LC PI0218 008558	00	05/13/2024	001-1305-413.31-01	2023 AUDIT	EFT:	38,000.00
							VENDOR TOTAL *	38,000.00
0005385 0222765-IN	00	ALLIED OIL & SUPPLY INC 001823	00	05/16/2024	605-3116-431.52-09	BULK MOTOR OIL	EFT:	1,494.05
							VENDOR TOTAL *	1,494.05
0001986 6029866-01 6030771-00 6032183-00	00	ANIXTER, INC. 001821	00	05/16/2024	501-4130-441.52-31	STAND OFF BRACKET	EFT:	1,193.19
							EFT:	569.71
							EFT:	382.29
							VENDOR TOTAL *	2,145.19
0004860 05082024	00	AT&T MOBILITY 001818	00	05/16/2024	001-2110-421.40-03	DEPT CELL PHONES	2,111.42	
							VENDOR TOTAL *	2,111.42
0001405 GPWLM031524 GPWLM031624 GPWLM031724 GPWLM031824 GPWLM032624	00	BEST LAWN CARE 001818	00	05/16/2024	521-4230-442.31-15	REPAIR LAWNS - WATER LEAK	EFT:	705.00
							EFT:	825.00
							EFT:	1,275.00
							EFT:	300.00
							EFT:	330.00
							VENDOR TOTAL *	3,435.00
0099999 000066091	00	BETTGE, BRENDA UT	00	05/09/2024	501-0000-229.00-00	MANUAL CHECK	100.16	
							VENDOR TOTAL *	100.16
0001773 43575B 43575B	00	BHC RHODES 001824	00	05/16/2024	130-3130-431.62-04	US 56 INSPECTION	EFT:	4,072.86
							EFT:	20,927.14
							VENDOR TOTAL *	25,000.00
0004441 24-4844	00	BLUE EARTH LABS LLC 001819	00	05/16/2024	521-4220-442.52-12	CHEMICALS TO CLEAN FILTER	EFT:	4,935.41
							VENDOR TOTAL *	4,935.41
0002420	00	BRENNTAG MID-SOUTH, 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
0002420 BMS666165	00 001819	BRENNTAG MID-SOUTH, INC	00	05/16/2024	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	1,427.53
							VENDOR TOTAL *	1,427.53
0099999 CP09700000	00 0002001805	BRUCE & ELIZABETH FITZPATRICK	00	05/16/2024	001-1130-411.58-00	ANNEXATION REBATE	1,194.33	
							VENDOR TOTAL *	1,194.33
0001984 925596499 925611371	00 001823 001823	BSN SPORTS, LLC	00	05/16/2024 05/16/2024	001-6110-461.47-53 001-6110-461.47-53	MLB CAPS & VISORS MLB CAPS & VISORS	EFT: EFT:	1,099.75 883.90
							VENDOR TOTAL *	1,983.65
0001834 64682	00 001821	C & C GROUP	00	05/16/2024	521-4220-442.31-15	TRANSFER SWITCH TESTING	EFT:	4,922.50
							VENDOR TOTAL *	4,922.50
0004259 PSI24-08251	00 PI0213 008366	CENTRAL SALT, LLC	00	05/10/2024	001-3120-431.52-16	BULK DE-ICING SALT	EFT:	4,960.07
							VENDOR TOTAL *	4,960.07
0005198 152151501050124001818 152151301050124001818	00 001818 001818	CHARTER COMMUNICATIONS	00	05/16/2024 05/16/2024	602-1340-413.47-05 602-1340-413.47-05	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	119.99 950.00
							VENDOR TOTAL *	1,069.99
0000429 5209763872	00 001821	CINTAS FIRE PROTECTION	00	05/16/2024	521-4220-442.31-15	FIRST AID CABINET SERVICE	EFT:	59.30
							VENDOR TOTAL *	59.30
0000069 609659 617053	00 001823 001823	COLEMAN EQUIPMENT, INC.	00	05/16/2024 05/16/2024	001-3120-431.43-02 001-3120-431.43-02	MOWER REPAIR MOWER REPAIR	EFT: EFT:	287.81 70.63
							VENDOR TOTAL *	358.44
0001201 49317-1	00 001818	COMMERCIAL AQUATIC SERVICES, INC	00	05/16/2024	001-6130-461.52-13	CHEMICAL - MURIATIC ACID	EFT:	1,254.00
							VENDOR TOTAL *	1,254.00
0004347 6518	00 PI0215 008460	CORDRAY ROOFING LLC	00	05/08/2024	001-6120-461.43-01	111 N ELM - FLAT ROOFING	EFT:	17,650.00
							VENDOR TOTAL *	17,650.00
0000526 59010	00 001825	CREATIVE DISPLAYS, INC	00	05/16/2024	001-6120-461.46-01	365 TRAINING	EFT:	100.00
							VENDOR TOTAL *	100.00
0002363 SMI-102113	00 001823	DOUBLE CHECK CO, INC	00	05/16/2024	551-4520-445.43-02	REPAIR PUMP @ AIRPORT	EFT:	690.96
							VENDOR TOTAL *	690.96
0005211	00	EASY ICE, LLC						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001840	00	GT DISTRIBUTORS INC	UNIV0045134	001818		00	05/16/2024	001-2120-421.53-02	UNIFORMS	EFT:	58.50
VENDOR TOTAL *										.00	58.50
0005372	00	HEARTLAND TRAFFIC SERVICES, INC	235086-001	001824		00	05/16/2024	001-3120-431.31-15	STRIPING ADDITIONS	EFT:	96.00
235086-001		PI0209 008428			00	04/30/2024		001-3120-431.31-15	STRIPING	EFT:	20,455.00
VENDOR TOTAL *										.00	20,551.00
0000463	00	HOLIDAY CONTRACTING, INC.	VETERANS PARK	PI0217	008549	00	05/13/2024	001-6120-461.52-01	CONCRETE SIDEWALK	EFT:	12,392.00
VENDOR TOTAL *										.00	12,392.00
0000274	00	INDUSTRIAL SALES COMPANY, INC.	1170399-000	001818		00	05/16/2024	001-6130-461.43-01	POOL REPAIRS -	EFT:	142.78
VENDOR TOTAL *										.00	142.78
0000884	00	JAMAR TECHNOLOGIES, INC	0063874	001820		00	05/16/2024	001-3130-431.52-20	TRAFFIC COUNTER SUPPLIES	EFT:	224.21
VENDOR TOTAL *										.00	224.21
0003299	00	KANEQUIP INC-WAMEGO	11-568796	001823		00	05/16/2024	605-3116-431.52-04	MISC FILTERS & ENGINE OIL	558.09	
VENDOR TOTAL *										558.09	
0002806	00	KANSAS GOLF AND TURF, INC	01-322290	001818		00	05/16/2024	001-6120-461.43-02	MOWER REPAIR	EFT:	100.48
VENDOR TOTAL *										.00	100.48
0000332	00	KANSAS STATE TREASURER	83835	001796		00	05/09/2024	001-0000-207.10-17	APRIL 2024 COURT	CHECK #:	133 225.00
83835				001797		00	05/09/2024	001-0000-207.10-13	APRIL 2024 COURT	CHECK #:	133 1,275.00
83835				001798		00	05/09/2024	001-0000-207.10-14	APRIL 2024 COURT	CHECK #:	133 330.00
83835				001799		00	05/09/2024	001-0000-207.10-11	APRIL 2024 COURT	CHECK #:	133 118.00
83835				001800		00	05/09/2024	001-0000-207.10-12	APRIL 2024 COURT	CHECK #:	133 2,070.00
83835				001801		00	05/09/2024	001-0000-207.10-15	APRIL 2024 COURT	CHECK #:	133 937.00
83835				001802		00	05/09/2024	001-0000-207.10-16	APRIL 2024 COURT	CHECK #:	133 120.00
VENDOR TOTAL *										.00	5,075.00
0000784	00	KEY EQUIPMENT & SUPPLY CO	KC212604	PI0211	008564	00	04/17/2024	605-3116-431.43-05	REPAIR TO CONVEYOR BELT	EFT:	5,364.72
VENDOR TOTAL *										.00	5,364.72
0001446	00	KMEA EMP #1 OPERATING ACCT	EMP1-GD-2024-04001823			00	05/16/2024	501-0000-351.13-00	DOGWOOD REVENUE	EFT:	11,237.14
EMP1-GD-2024-04001823						00	05/16/2024	501-4120-441.41-01	KMEA - EMP1 4/2024	EFT:	290,692.14
VENDOR TOTAL *										.00	279,455.00
0003513	00	KMEA- DOGWOOD	DOGW-GR-2024-06001823			00	05/16/2024	501-4120-441.41-01	KMEA DOGWOOD ENERGY	EFT:	234,368.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003513	00	KMEA- DOGWOOD						
						VENDOR TOTAL *	.00	234,368.00
0002489	00	KPERS						
1758329		001822	00	05/16/2024	721-0000-202.03-01	051624 PAY PERIOD	CHECK #: 112	56,632.91
1758273		001822	00	05/16/2024	721-0000-202.03-05	051624 PAY PERIOD	CHECK #: 112	693.08
						VENDOR TOTAL *	.00	57,325.99
0002490	00	KPF						
1758317		001822	00	05/16/2024	721-0000-202.03-02	051624 PAY PERIOD	CHECK #: 113	38,560.68
1758276		001822	00	05/16/2024	721-0000-202.03-05	051624 PAY PERIOD	CHECK #: 113	54.35
						VENDOR TOTAL *	.00	38,615.03
0004769	00	KRONOS SAASHR, INC						
12244810		001818	00	05/16/2024	602-1340-413.47-05	UKG READY HR, TIME &	EFT:	2,030.07
						VENDOR TOTAL *	.00	2,030.07
0001103	00	KUTAK ROCK LLP						
3381569		001823	00	05/16/2024	001-1305-413.31-01	2014A INTERIM ARB CALC	EFT:	2,250.00
						VENDOR TOTAL *	.00	2,250.00
0005186	00	LINDE GAS & EQUIPMENT						
42665977		001821	00	05/16/2024	501-4120-441.44-02	CYLINDER RENTAL	EFT:	587.65
						VENDOR TOTAL *	.00	587.65
0002979	00	LOCHNER, H W INC						
TO0220227 - 07		PI0214 008371	00	05/02/2024	551-4540-445.62-21	AIRPORT TURF & THRESHOLD	EFT:	2,580.00
						VENDOR TOTAL *	.00	2,580.00
0002579	00	MARVINS TOW SERVICE, INC-OLATHE						
30557		001823	00	05/16/2024	605-3116-431.43-05	TOWED STALLED VEHICLE	EFT:	400.00
						VENDOR TOTAL *	.00	400.00
0000233	00	MAXIMUM LAWN CARE						
17540		001818	00	05/16/2024	001-2110-421.31-15	MOWING & TRIMMING - APRIL	EFT:	1,610.00
						VENDOR TOTAL *	.00	1,610.00
0000498	00	MID-AMERICA PUMP						
18331		001820	00	05/16/2024	531-4320-443.52-12	SUBMERSIBLE SEWAGE PUMP	EFT:	785.00
						VENDOR TOTAL *	.00	785.00
0005296	00	MISSIONSQUARE RETIREMENT						
6783011		001822	00	05/16/2024	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	10,776.50
6783011		001822	00	05/16/2024	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101	299.11
						VENDOR TOTAL *	.00	11,075.61
0004257	00	MOTOROLA SOLUTIONS INC						
8230454919		001818	00	05/16/2024	001-2120-421.43-02	VIDEO SYSTEM WARRANTY '24	EFT:	3,750.00
						VENDOR TOTAL *	.00	3,750.00
0004062	00	MYERS BROTHERS OF KANSAS CITY, 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
0004062 274550	00	MYERS BROTHERS OF KANSAS CITY, INC 001823	00	05/16/2024	605-3116-431.31-15	LIFT SINSPECTION	145.00	
						VENDOR TOTAL *	145.00	
0000132 IN-206556	00	NATIONAL SIGN CO., INC. 001820	00	05/16/2024	001-3120-431.52-10	STREET NAME SIGNS	EFT:	98.00
						VENDOR TOTAL *	.00	98.00
0004957 2024079	00	NEXGRID, LLC 001821	00	05/16/2024	501-4130-441.52-31	TOUGH SWITCH	EFT:	382.97
						VENDOR TOTAL *	.00	382.97
0099999 05092024	00	NICK FORD 001804	00	05/09/2024	001-0000-322.01-00	REFUND FOR OVERCHARGE	860.00	
						VENDOR TOTAL *	860.00	
0099999 000057065	00	NOTTINGHAM VILLAGE LP UT	00	05/15/2024	501-0000-229.00-00	FINAL BILL REFUND	149.46	
						VENDOR TOTAL *	149.46	
0000144 0354-379988 0354-384279	00	O'REILLY AUTOMOTIVE, INC. 001820 001820	00	05/16/2024 05/16/2024	501-4130-441.52-09 501-4130-441.52-04	MOTOR OIL FOR TRUCK #408 NEW ANTENNA - TRUCK #413	EFT: EFT:	109.43 26.26
						VENDOR TOTAL *	.00	135.69
0000142 191856 01 192019 01	00	OLATHE WINWATER WORKS 001818 001821	00	05/16/2024 05/16/2024	521-4230-442.52-12 521-4230-442.52-31	2" HYMAX COUPLING 2000 WATER METER LIDS &	EFT: EFT:	300.00 1,880.00
						VENDOR TOTAL *	.00	2,180.00
0000393 496395	00	OLSSON, INC. PI0212 008102	00	05/14/2024	401-3140-431.62-04	167TH, 4 CRNRS-MOONLIGHT	EFT:	11,101.89
						VENDOR TOTAL *	.00	11,101.89
0000256 095113	00	OTTAWA COOP 48397 001825	00	05/16/2024	521-4230-442.52-09	RUBY RED DIESEL	EFT:	240.39
						VENDOR TOTAL *	.00	240.39
0005248 095145 095210	00	OTTAWA COOP 48430 001823 001823	00	05/16/2024 05/16/2024	001-3120-431.52-09 001-3120-431.52-09	DYED DIESEL DYED DIESEL	EFT: EFT:	297.01 282.06
						VENDOR TOTAL *	.00	579.07
0099999 65999513	00	PATTY BULVA 001803	00	05/09/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	85.00	
						VENDOR TOTAL *	85.00	
0005308 05092024	00	PINE, KARA 001818	00	05/16/2024	001-6105-461.46-01	MILEAGE 04/17 - 05/09/24	119.73	
						VENDOR TOTAL *	119.73	
0005151	00	PREMIER TRUCK GROUP						

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
0000161	00	SIGN HERE, INC.						
25568	001818		00	05/16/2024	001-2120-421.43-05	GRAPHICS PATROL CAR #104	EFT:	1,438.00
						VENDOR TOTAL *	.00	1,438.00
0004785	00	SUMNERONE, INC						
3926027	001818		00	05/16/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:	28.95
						VENDOR TOTAL *	.00	28.95
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.						
45649	001823		00	05/16/2024	001-3120-431.52-08	ASPHALT	EFT:	322.71
45747	001823		00	05/16/2024	001-3120-431.52-08	ASPHALT	EFT:	1,285.30
45777	001823		00	05/16/2024	001-3120-431.52-08	ASPHALT	EFT:	1,567.40
45795	001823		00	05/16/2024	001-3120-431.52-08	ASPHALT	EFT:	613.86
						VENDOR TOTAL *	.00	3,789.27
0000022	00	T-MOBILE USA, INC.						
979581282	0424	001825	00	05/16/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	3,105.77
						VENDOR TOTAL *	.00	3,105.77
0003836	00	UNIVERSAL SIGN & DISPLAY LLC						
30549	001818		00	05/16/2024	001-6110-461.47-53	SPONSORSHIP BANNERS	2,400.00	
						VENDOR TOTAL *	2,400.00	
0000238	00	USA BLUE BOOK						
INV00344612	001818		00	05/16/2024	531-4330-443.52-13	SMOKE FLUID 5 GALLON	EFT:	426.58
						VENDOR TOTAL *	.00	426.58
0000026	00	USIC LOCATING SERVICES						
657302	001823		00	05/16/2024	001-3120-431.31-15	TRAFFIC SIGNAL LOCATES	EFT:	195.70
657301	001821		00	05/16/2024	501-4130-441.40-06	LOCATES	EFT:	92.70
657300	001821		00	05/16/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	334.75
						VENDOR TOTAL *	.00	623.15
0004599	00	WATER RESOURCES SOLUTIONS, LLC						
2024002-03	PI0210	008470	00	04/30/2024	001-3130-431.31-10	2024 ON CALL PROF SERVICE	EFT:	550.00
						VENDOR TOTAL *	.00	550.00
0003221	00	WEX BANK						
96970193	001822		00	05/16/2024	501-4120-441.52-09	ELEC GENERATION FUEL	EFT:	310.25
96970193	001822		00	05/16/2024	501-4130-441.52-09	ELEC DISTRIBUTION FUEL	EFT:	1,465.71
96970193	001822		00	05/16/2024	521-4220-442.52-09	WATER FUEL	EFT:	334.86
96970193	001822		00	05/16/2024	521-4230-442.52-09	LINE MAINT WATER FUEL	EFT:	1,718.25
96970193	001822		00	05/16/2024	531-4320-443.52-09	WASTEWATER FUEL	EFT:	947.03
96970193	001822		00	05/16/2024	531-4330-443.52-09	LINE MAINT WASTEWTR FUEL	EFT:	664.04
						VENDOR TOTAL *	.00	5,440.14
						HAND ISSUED TOTAL ***		112,091.63
						EFT/EPAY TOTAL ***		750,509.13

VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	AMOUNT
0003221	00								
						TOTAL EXPENDITURES ****	8,659.19	862,600.76	
					GRAND TOTAL	*****		871,259.95	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004340	00	ALL CITY MANAGEMENT SERVICES INC	93355	PI0226	008480	00	05/08/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	4,320.95
									VENDOR TOTAL *	.00	4,320.95
0005385	00	ALLIED OIL & SUPPLY INC	0223591-IN	PI0233	008574	00	05/02/2024	501-4120-441.52-12	OIL FOR CT # 1&2	EFT:	17,054.95
									VENDOR TOTAL *	.00	17,054.95
0000056	00	AMERICAN EQUIPMENT CO.	50929	001830		00	05/23/2024	531-4320-443.43-02	SOLENOID FOR CRANE	EFT:	99.24
									VENDOR TOTAL *	.00	99.24
0004999	00	AMERICAN FIDELITY ADMIN SERVICES	69965	001833		00	05/16/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	124.30
									VENDOR TOTAL *	.00	124.30
0000566	00	AMERICAN TOPSOIL, INC.	139856	001830		00	05/23/2024	521-4230-442.52-12	6 CY PULV	EFT:	222.00
									VENDOR TOTAL *	.00	222.00
0001986	00	ANIXTER, INC.	6038061-00	001830		00	05/23/2024	501-4130-441.52-31	1/0 HOUSE SERVICE WIRE	EFT:	4,926.38
			6008650-02	001830		00	05/23/2024	501-4130-441.52-31	SR CIRCLE LOCK	EFT:	1,057.53
			5650411-02	001830		00	05/23/2024	501-4130-441.52-31	1/0 PRIMARY ELBOW	EFT:	2,794.24
									VENDOR TOTAL *	.00	8,778.15
0005468	00	ARVEST CREDIT CARD DIVISION	04/2024	001847		00	05/22/2024	001-1110-411.52-20	WAL-MART #0242	EFT:	12.12
			04/2024	001870		00	05/22/2024	001-1110-411.52-20	AMZN MKTP US FG00X3AW3	EFT:	12.99
			04/2024	001842		00	05/22/2024	001-1120-411.46-02	THE BUSINESS JOURNALS	EFT:	100.00
			04/2024	001843		00	05/22/2024	001-1120-411.46-02	GARDNERNEWS	EFT:	36.14
			04/2024	001848		00	05/22/2024	001-1120-411.52-20	SIMPLY TO IMPRESS	EFT:	8.82
			04/2024	001849		00	05/22/2024	001-1120-411.52-20	STAPLS7629524064000001	EFT:	257.90
			04/2024	001844		00	05/22/2024	001-1130-411.31-15	4IMPRINT INC	EFT:	204.63
			04/2024	001845		00	05/22/2024	001-1130-411.31-15	CANVA I04115-1412706	EFT:	12.95
			04/2024	001846		00	05/22/2024	001-1130-411.31-15	ELEMENTOR	EFT:	59.00
			04/2024	001850		00	05/22/2024	001-1140-411.46-01	WM SUPERCENTER #5307	EFT:	23.38
			04/2024	001851		00	05/22/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	8.97
			04/2024	001852		00	05/22/2024	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	229.97
			04/2024	001853		00	05/22/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	8.73
			04/2024	001854		00	05/22/2024	001-1140-411.52-20	STAPLS7630943646000001	EFT:	64.83
			04/2024	001857		00	05/22/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	8.97
			04/2024	001858		00	05/22/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	8.97
			04/2024	001916		00	05/22/2024	001-1140-411.52-20	WM SUPERCENTER #5307	EFT:	28.02
			04/2024	001855		00	05/22/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	4.90
			04/2024	001856		00	05/22/2024	001-1150-411.52-20	STAPLS7905972530000001	EFT:	160.89
			04/2024	001860		00	05/22/2024	001-1305-413.31-01	SP CO ECON RES CERI	EFT:	150.00
			04/2024	001859		00	05/22/2024	001-1310-413.52-20	AMZN MKTP US 8J2QL7Q13	EFT:	55.50
			04/2024	001861		00	05/22/2024	001-1310-413.46-01	SUPERION LLC	EFT:	899.00
			04/2024	001924		00	05/22/2024	001-1310-413.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	116.66

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
0005468	00	ARVEST CREDIT CARD DIVISION						
04/2024	001866		00	05/22/2024	001-1330-413.31-15	NM MVD INDIVIDUAL	EFT:	9.99
04/2024	001879		00	05/22/2024	001-2110-421.52-20	TST GAMBINOS PIZZA - GA	EFT:	49.97
04/2024	001880		00	05/22/2024	001-2110-421.52-20	WESTLAKE HARDWARE #179	EFT:	41.03
04/2024	001881		00	05/22/2024	001-2110-421.52-20	SHAWNEE MISSION MEDICA	EFT:	43.59
04/2024	001883		00	05/22/2024	001-2110-421.47-04	USPS PO 1933770514	EFT:	12.50
04/2024	001884		00	05/22/2024	001-2110-421.31-15	FITNESS MACHINE TECHNICIA	EFT:	160.00
04/2024	001887		00	05/22/2024	001-2110-421.52-20	SQ IN FULL BLOOM FLORIST	EFT:	52.99
04/2024	001888		00	05/22/2024	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	15.00
04/2024	001889		00	05/22/2024	001-2110-421.52-20	MURPHY TROPHY & ENGRAVING	EFT:	5.00
04/2024	001891		00	05/22/2024	001-2110-421.52-20	AMAZON RET 112-686929	EFT:	30.05
04/2024	001892		00	05/22/2024	001-2110-421.52-20	SQ KANSAS ASSOCIATION OF	EFT:	120.00
04/2024	001893		00	05/22/2024	001-2110-421.52-20	GOODCENTS SUBS - 0071 - G	EFT:	109.98
04/2024	001894		00	05/22/2024	001-2110-421.52-20	CLAYTON PAPER	EFT:	551.08
04/2024	001896		00	05/22/2024	001-2110-421.46-01	NATIONAL EMERGENCY TRAIN	EFT:	249.31
04/2024	001897		00	05/22/2024	001-2110-421.52-20	SQ DAYLIGHT DONUTS - GAR	EFT:	35.63
04/2024	001898		00	05/22/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	89.68
04/2024	001899		00	05/22/2024	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	59.00
04/2024	001900		00	05/22/2024	001-2110-421.46-05	FACEBK YZM7D6YJX2	EFT:	75.00
04/2024	001901		00	05/22/2024	001-2110-421.46-05	FACEBK ZADTQ3UJX2	EFT:	75.00
04/2024	001902		00	05/22/2024	001-2110-421.46-05	FACEBK 77RMU3UJX2	EFT:	8.24
04/2024	001903		00	05/22/2024	001-2110-421.46-05	FACEBK YTVFU3UJX2	EFT:	15.23
04/2024	001904		00	05/22/2024	001-2110-421.46-05	FACEBK VBCWW2GJX2	EFT:	75.00
04/2024	001907		00	05/22/2024	001-2110-421.52-20	AMAZON.COM SI2IG29F3	EFT:	20.19
04/2024	001910		00	05/22/2024	001-2110-421.52-20	AMAZON RET 114-569744	EFT:	17.15
04/2024	001914		00	05/22/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	43.43
04/2024	001878		00	05/22/2024	001-2120-421.46-01	FLYMOTION LLC	EFT:	1,199.00
04/2024	001882		00	05/22/2024	001-2120-421.43-05	OREILLY 9055	EFT:	28.97
04/2024	001885		00	05/22/2024	001-2120-421.46-01	KANSAS TURNPIKE AUTHORIT	EFT:	26.15
04/2024	001886		00	05/22/2024	001-2120-421.46-01	SQ SOUTHEASTERN HOMICIDE	EFT:	250.00
04/2024	001890		00	05/22/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	250.00
04/2024	001895		00	05/22/2024	001-2120-421.46-01	NATIONAL EMERGENCY TRAIN	EFT:	249.31
04/2024	001905		00	05/22/2024	001-2120-421.52-20	AMZN MKTP US HO54R3LN3	EFT:	65.99
04/2024	001906		00	05/22/2024	001-2120-421.52-20	AMZN MKTP US 005891D53	EFT:	8.99
04/2024	001908		00	05/22/2024	001-2120-421.43-05	AMZN MKTP US DE5RG0IS3	EFT:	88.97
04/2024	001909		00	05/22/2024	001-2120-421.43-05	AMZN MKTP US LY68M4KJ3	EFT:	25.99
04/2024	001911		00	05/22/2024	001-2120-421.46-01	SQ NATIONAL TACTICAL OFF	EFT:	399.00
04/2024	001912		00	05/22/2024	001-2120-421.61-09	AMAZON.COM V046C9WF3	EFT:	235.15
04/2024	001913		00	05/22/2024	001-2120-421.61-09	GG&G INC	EFT:	111.00
04/2024	001915		00	05/22/2024	001-3110-431.52-20	WM SUPERCENTER #5307	EFT:	25.82
04/2024	001922		00	05/22/2024	001-3110-431.52-20	AMAZON.COM 3J10Q6ZW3	EFT:	10.74
04/2024	001923		00	05/22/2024	001-3110-431.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	116.65
04/2024	001925		00	05/22/2024	001-3110-431.52-20	WM SUPERCENTER #5307	EFT:	23.62
04/2024	001927		00	05/22/2024	001-3110-431.52-20	AMAZON.COM S51796C63	EFT:	11.19
04/2024	001928		00	05/22/2024	001-3110-431.47-04	USPS PO 1933770514	EFT:	26.19
04/2024	001929		00	05/22/2024	001-3110-431.52-20	AMZN MKTP US V027F54B3	EFT:	32.76
04/2024	001931		00	05/22/2024	001-3110-431.46-01	COURTYARD MANHATTAN	EFT:	117.18
04/2024	001932		00	05/22/2024	001-3110-431.46-02	KS.GOV PAYMENT	EFT:	71.75
04/2024	001917		00	05/22/2024	001-3120-431.46-01	CE ENGG CONFERENCE CTR	EFT:	40.00
04/2024	001948		00	05/22/2024	001-3120-431.52-08	WHITE CAP #797	EFT:	675.54

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
04/2024			001950			00	05/22/2024	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	88.61
04/2024			001951			00	05/22/2024	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	296.82
04/2024			001952			00	05/22/2024	001-3120-431.52-08	SHERWIN-WILLIAMS 703286	EFT:	247.35
04/2024			001953			00	05/22/2024	001-3120-431.53-02	WHITE CAP #797	EFT:	6.82
04/2024			001954			00	05/22/2024	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	395.76
04/2024			001955			00	05/22/2024	001-3120-431.43-02	BOMGAARS 127	EFT:	18.98
04/2024			001957			00	05/22/2024	001-3120-431.52-13	BOMGAARS 127	EFT:	110.97
04/2024			001963			00	05/22/2024	001-3120-431.52-13	BOMGAARS 127	EFT:	624.95
04/2024			001965			00	05/22/2024	001-3120-431.43-02	NORRIS EQUIPMENT CO LLC	EFT:	49.49
04/2024			001968			00	05/22/2024	001-3120-431.43-02	WESTLAKE HARDWARE #179	EFT:	12.58
04/2024			001969			00	05/22/2024	001-3120-431.52-08	CONSTRUCTION MATERIALS	EFT:	25.00
04/2024			001970			00	05/22/2024	001-3120-431.52-20	OREILLY 354	EFT:	34.96
04/2024			001973			00	05/22/2024	001-3120-431.52-08	WESTLAKE HARDWARE #179	EFT:	25.75
04/2024			001974			00	05/22/2024	001-3120-431.43-02	BOMGAARS 127	EFT:	13.99
04/2024			001975			00	05/22/2024	001-3120-431.43-02	BOMGAARS 127	EFT:	9.99
04/2024			001976			00	05/22/2024	001-3120-431.43-02	SPRAYER SPECIALTIES INC	EFT:	212.56
04/2024			001918			00	05/22/2024	001-3130-431.46-01	CE ENGG CONFERENCE CTR	EFT:	25.00
04/2024			001919			00	05/22/2024	001-3130-431.52-20	AUTOSOAK CAR WASH GARDN	EFT:	25.41
04/2024			001920			00	05/22/2024	001-3130-431.52-20	AMAZON.COM 5T60062L3	EFT:	19.26
04/2024			001921			00	05/22/2024	001-3130-431.46-01	KSU CASHIERS OFFICE IV	EFT:	370.00
04/2024			001926			00	05/22/2024	001-3130-431.46-02	KS.GOV PAYMENT	EFT:	71.75
04/2024			001977			00	05/22/2024	001-3130-431.46-01	CE ENGG CONFERENCE CTR	EFT:	70.00
04/2024			002038			00	05/22/2024	001-3130-431.52-20	INDUSTRIAL SALES COMPANY	EFT:	136.80
04/2024			002039			00	05/22/2024	001-3130-431.52-20	HARBOR FREIGHT TOOLS 619	EFT:	65.64
04/2024			002040			00	05/22/2024	001-3130-431.52-20	OLATHE WINWATER WORKS	EFT:	80.00
04/2024			002041			00	05/22/2024	001-3130-431.52-20	HARBOR FREIGHT TOOLS 619	EFT:	65.64
04/2024			002042			00	05/22/2024	001-3130-431.52-20	HARBOR FREIGHT TOOLS 619	EFT:	59.97
04/2024			002043			00	05/22/2024	001-3130-431.52-20	AMZN MKTP US EQ5ZU8TQ3	EFT:	41.99
04/2024			002044			00	05/22/2024	001-3130-431.46-01	KSU CASHIERS OFFICE IV	EFT:	50.00
04/2024			002120			00	05/22/2024	001-6105-461.46-02	NOTARYHNB-800.422.1555	EFT:	107.95
04/2024			002096			00	05/22/2024	001-6110-461.52-20	AMZN MKTP US KX8A34E33	EFT:	729.95
04/2024			002102			00	05/22/2024	001-6110-461.52-20	AMZN MKTP US XM6YV5HE3	EFT:	16.37
04/2024			002104			00	05/22/2024	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	54.47
04/2024			002105			00	05/22/2024	001-6110-461.47-53	WAL-MART #5307	EFT:	119.55
04/2024			002106			00	05/22/2024	001-6110-461.54-51	DOLLARTREE	EFT:	6.25
04/2024			002107			00	05/22/2024	001-6110-461.54-51	WM SUPERCENTER #4475	EFT:	44.33
04/2024			002108			00	05/22/2024	001-6110-461.54-51	AMZN MKTP US BY1T42MI3	EFT:	29.99
04/2024			002109			00	05/22/2024	001-6110-461.47-53	WAL-MART #5307	EFT:	50.40
04/2024			002110			00	05/22/2024	001-6110-461.47-53	ACADEMY SPORTS# 188	EFT:	169.91
04/2024			002111			00	05/22/2024	001-6110-461.47-53	WM SUPERCENTER #5307	EFT:	15.68
04/2024			002112			00	05/22/2024	001-6110-461.47-53	AMAZON.COM HB6I27BM3	EFT:	117.99
04/2024			002113			00	05/22/2024	001-6110-461.47-53	AMAZON.COM DD75S93V3	EFT:	59.96
04/2024			002114			00	05/22/2024	001-6110-461.47-53	AMAZON.COM YT31T0Y83	EFT:	242.46
04/2024			002115			00	05/22/2024	001-6110-461.47-53	AMZN MKTP US 6669D7R43	EFT:	263.94
04/2024			002116			00	05/22/2024	001-6110-461.47-54	DICKS SPORTING GOODS	EFT:	124.97
04/2024			002119			00	05/22/2024	001-6110-461.47-53	AMAZON.COM NN8W44GS3	EFT:	93.28
04/2024			002131			00	05/22/2024	001-6110-461.52-15	WAL-MART #5307	EFT:	53.66
04/2024			002121			00	05/22/2024	001-6120-461.44-02	PRIMO WATER	EFT:	46.34
04/2024			002123			00	05/22/2024	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	157.48

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
04/2024			002126			00	05/22/2024	001-6120-461.44-02	PRIMO WATER	EFT:	8.75
04/2024			002127			00	05/22/2024	001-6120-461.44-02	PRIMO WATER	EFT:	38.36
04/2024			002132			00	05/22/2024	001-6120-461.43-02	AUTOZONE #3781	EFT:	25.98
04/2024			002133			00	05/22/2024	001-6120-461.43-02	OREILLY 354	EFT:	114.03
04/2024			002134			00	05/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	23.99
04/2024			002135			00	05/22/2024	001-6120-461.43-02	OREILLY 354	EFT:	39.36
04/2024			002143			00	05/22/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	14.98
04/2024			002146			00	05/22/2024	001-6120-461.52-01	WM SUPERCENTER #5307	EFT:	51.00
04/2024			002147			00	05/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	29.14
04/2024			002148			00	05/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	9.99
04/2024			002149			00	05/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	24.99
04/2024			002150			00	05/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	12.99
04/2024			002151			00	05/22/2024	001-6120-461.52-01	SPRAYER SPECIALTIES INC	EFT:	135.48
04/2024			002153			00	05/22/2024	001-6120-461.52-01	BOMGAARS 127	EFT:	117.97
04/2024			002155			00	05/22/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	22.97
04/2024			002157			00	05/22/2024	001-6120-461.52-01	LESLIES POOLMART 613	EFT:	231.75
04/2024			002159			00	05/22/2024	001-6120-461.52-01	AMAZON.COM NZ2OR7TA3	EFT:	62.75
04/2024			002160			00	05/22/2024	001-6120-461.43-02	AMZN MKTP US SC9VJ76B3	EFT:	134.35
04/2024			002163			00	05/22/2024	001-6120-461.52-01	ECOMM MOST DEPENDABLE FOU	EFT:	136.36
04/2024			002097			00	05/22/2024	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	743.57
04/2024			002098			00	05/22/2024	001-6130-461.52-20	AMAZON.COM RL8EJ1MS0	EFT:	300.21
04/2024			002099			00	05/22/2024	001-6130-461.52-20	AMZN MKTP US RL8A91BU0	EFT:	465.22
04/2024			002100			00	05/22/2024	001-6130-461.52-20	AMAZON.COM F81SJ6003	EFT:	33.36
04/2024			002101			00	05/22/2024	001-6130-461.52-20	AMZN MKTP US 163NT8Q63	EFT:	32.68
04/2024			002103			00	05/22/2024	001-6130-461.46-01	WAL-MART #5307	EFT:	187.56
04/2024			002117			00	05/22/2024	001-6130-461.52-20	AMZN MKTP US WJ00S0C13	EFT:	50.04
04/2024			002118			00	05/22/2024	001-6130-461.52-20	AMZN MKTP US LW5HP45J3	EFT:	27.52
04/2024			002122			00	05/22/2024	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	78.74
04/2024			002136			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	32.95
04/2024			002137			00	05/22/2024	001-6130-461.43-01	THE HOME DEPOT 2218	EFT:	302.56
04/2024			002138			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	42.99
04/2024			002139			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	14.94
04/2024			002140			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	1.39
04/2024			002141			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	8.16
04/2024			002142			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	28.15
04/2024			002144			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	41.94
04/2024			002145			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	109.17
04/2024			002152			00	05/22/2024	001-6130-461.43-01	THE HOME DEPOT 2218	EFT:	86.52
04/2024			002154			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	50.96
04/2024			002156			00	05/22/2024	001-6130-461.43-01	BATTERY MART	EFT:	94.94
04/2024			002158			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	71.24
04/2024			002161			00	05/22/2024	001-6130-461.43-01	FLOOR AND DECOR 190	EFT:	89.64
04/2024			002162			00	05/22/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	12.99
04/2024			002165			00	05/22/2024	001-7110-471.46-01	STAPLS7630146252000001	EFT:	27.98
04/2024			002166			00	05/22/2024	001-7110-471.46-01	STAPLS7630608625000001	EFT:	94.18
04/2024			002167			00	05/22/2024	001-7110-471.46-01	AMZN MKTP US KR0UG4WH3	EFT:	31.99
04/2024			002168			00	05/22/2024	001-7110-471.46-01	AMZN MKTP US AC7UT2133	EFT:	9.99
04/2024			002164			00	05/22/2024	001-7120-471.46-01	E 470 EXPRESS TOLLS	EFT:	26.90
04/2024			002169			00	05/22/2024	001-7120-471.46-01	INTL CODE COUNCIL INC	EFT:	330.00

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
0005468	00	ARVEST CREDIT CARD DIVISION						
04/2024	002170		00	05/22/2024	001-7120-471.46-01	FOUR POINT BY SHERATON	EFT:	356.90
04/2024	002000		00	05/22/2024	501-4110-441.46-01	KWEA - KSAWWA	EFT:	450.00
04/2024	002003		00	05/22/2024	501-4110-441.52-20	STAPLS7629474200000001	EFT:	28.45
04/2024	002004		00	05/22/2024	501-4110-441.52-20	AMAZON.COM C16762KA3	EFT:	44.28
04/2024	002005		00	05/22/2024	501-4110-441.52-20	STAPLS7630630506000001	EFT:	161.26
04/2024	002006		00	05/22/2024	501-4110-441.52-20	QUILL CORPORATION	EFT:	18.57
04/2024	002076		00	05/22/2024	501-4110-441.46-02	KS.GOV PAYMENT	EFT:	71.75
04/2024	002010		00	05/22/2024	501-4120-441.53-02	ARIAT INTERNATIONAL INC.	EFT:	294.00
04/2024	002011		00	05/22/2024	501-4120-441.53-02	ARIAT INTERNATIONAL INC.	EFT:	144.27
04/2024	002012		00	05/22/2024	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	230.15
04/2024	002013		00	05/22/2024	501-4120-441.53-02	ARIAT INTERNATIONAL INC.	EFT:	148.27
04/2024	002014		00	05/22/2024	501-4120-441.52-20	AMZN MKTP US 5E6HG1GW3	EFT:	39.99
04/2024	002015		00	05/22/2024	501-4120-441.52-20	AMZN MKTP US 5M6L61LF3	EFT:	48.88
04/2024	002017		00	05/22/2024	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	1,708.00
04/2024	002018		00	05/22/2024	501-4120-441.53-02	ARIAT INTERNATIONAL INC.	EFT:	144.27
04/2024	002020		00	05/22/2024	501-4120-441.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	325.00
04/2024	002021		00	05/22/2024	501-4120-441.46-01	HYATT REGENCY WICHITA	EFT:	836.16
04/2024	002022		00	05/22/2024	501-4120-441.52-12	KANSAS CITY VALVE & FITT	EFT:	850.41
04/2024	002023		00	05/22/2024	501-4120-441.52-20	WESTLAKE HARDWARE #179	EFT:	57.13
04/2024	002024		00	05/22/2024	501-4120-441.52-20	AMZN MKTP US VQ8432Q73	EFT:	109.95
04/2024	002025		00	05/22/2024	501-4120-441.52-20	WESTLAKE HARDWARE #179	EFT:	27.36
04/2024	002026		00	05/22/2024	501-4120-441.52-12	OHIO CARBON INDUSTRIES	EFT:	198.16
04/2024	002037		00	05/22/2024	501-4120-441.46-01	KANSAS TURNPIKE AUTHORIT	EFT:	11.20
04/2024	002007		00	05/22/2024	501-4130-441.52-02	CAINE AND WEINER CO INC	EFT:	1,050.96
04/2024	002027		00	05/22/2024	501-4130-441.44-02	GERKEN RENT ALL PAOLA	EFT:	178.20
04/2024	002028		00	05/22/2024	501-4130-441.52-20	THE HOME DEPOT #2218	EFT:	169.55
04/2024	002029		00	05/22/2024	501-4130-441.52-02	WESTLAKE HARDWARE #179	EFT:	72.23
04/2024	002030		00	05/22/2024	501-4130-441.53-02	E. EDWARDS WORK WEAR	EFT:	276.86
04/2024	002031		00	05/22/2024	501-4130-441.52-04	DITCH WITCH OLATHE	EFT:	144.33
04/2024	002032		00	05/22/2024	501-4130-441.53-02	EEWW_OLATHE	EFT:	181.24
04/2024	002033		00	05/22/2024	501-4130-441.52-25	THE HOME DEPOT 2218	EFT:	371.58
04/2024	002034		00	05/22/2024	501-4130-441.53-02	E. EDWARDS WORK WEAR	EFT:	206.42
04/2024	002035		00	05/22/2024	501-4130-441.52-12	OLATHE WINLECTRIC CO	EFT:	262.43
04/2024	002036		00	05/22/2024	501-4130-441.46-01	HOTEL AT OLD TOWN	EFT:	344.10
04/2024	002008		00	05/22/2024	501-4140-441.62-14	COLUMN PUBLIC NOTICE	EFT:	21.30
04/2024	002002		00	05/22/2024	521-4210-442.46-01	KWEA - KSAWWA	EFT:	450.00
04/2024	002019		00	05/22/2024	521-4210-442.52-20	AMZN MKTP US TN5ZC84S3	EFT:	9.99
04/2024	002045		00	05/22/2024	521-4220-442.46-01	HYATT PLACE DT DC KSTREE	EFT:	179.71
04/2024	002046		00	05/22/2024	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	225.00
04/2024	002047		00	05/22/2024	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	166.99
04/2024	002048		00	05/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.47
04/2024	002049		00	05/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	115.00
04/2024	002050		00	05/22/2024	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	159.99
04/2024	002051		00	05/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	51.83
04/2024	002052		00	05/22/2024	521-4220-442.52-09	OREILLY 354	EFT:	76.72
04/2024	002053		00	05/22/2024	521-4220-442.46-01	HYATT PLACE DT DC KSTREE	EFT:	179.71
04/2024	002054		00	05/22/2024	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	414.48
04/2024	002055		00	05/22/2024	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	166.99
04/2024	002056		00	05/22/2024	521-4220-442.52-01	BOMGAARS 127	EFT:	169.98

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
04/2024			002057			00	05/22/2024	521-4220-442.31-15	IN ACCURATE ENVIRONMENTA	EFT:	660.00
04/2024			002058			00	05/22/2024	521-4220-442.53-02	CORPORATE CASUALS - 2	EFT:	453.26
04/2024			002059			00	05/22/2024	521-4220-442.46-01	HYATT PLACE DT DC KSTREE	EFT:	179.71
04/2024			002060			00	05/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	52.05
04/2024			002061			00	05/22/2024	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	149.99
04/2024			002062			00	05/22/2024	521-4220-442.46-01	HYATT REGENCY WICHITA	EFT:	166.99
04/2024			002063			00	05/22/2024	521-4220-442.52-01	BOMGAARS 127	EFT:	195.00
04/2024			002064			00	05/22/2024	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	19.99
04/2024			002065			00	05/22/2024	521-4220-442.52-01	BOMGAARS 127	EFT:	83.98
04/2024			002066			00	05/22/2024	521-4220-442.52-02	WESTLAKE HARDWARE #179	EFT:	19.99
04/2024			002067			00	05/22/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	62.39
04/2024			002009			00	05/22/2024	521-4230-442.52-02	AMZN MKTP US PV5ZO8ZO3	EFT:	146.99
04/2024			002016			00	05/22/2024	521-4230-442.53-02	NGROS WSTRN STR#2 INC	EFT:	219.99
04/2024			002070			00	05/22/2024	521-4230-442.52-02	BOMGAARS 127	EFT:	51.57
04/2024			002071			00	05/22/2024	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	33.54
04/2024			002073			00	05/22/2024	521-4230-442.52-02	BOMGAARS 127	EFT:	37.56
04/2024			002074			00	05/22/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	30.47
04/2024			002075			00	05/22/2024	521-4230-442.52-12	GRASS PAD WAREHOUSE	EFT:	26.94
04/2024			002001			00	05/22/2024	531-4310-443.46-01	KWEA - KSAWWA	EFT:	450.00
04/2024			002077			00	05/22/2024	531-4320-443.52-12	BOMGAARS 127	EFT:	11.98
04/2024			002078			00	05/22/2024	531-4320-443.52-05	OREILLY 354	EFT:	54.08
04/2024			002079			00	05/22/2024	531-4320-443.52-05	BIG O TIRES OF GARDNER	EFT:	34.00
04/2024			002080			00	05/22/2024	531-4320-443.52-20	AMZN MKTP US UC62N5XT3	EFT:	68.98
04/2024			002081			00	05/22/2024	531-4320-443.52-20	AMZN MKTP US UG0Q05PS3	EFT:	46.71
04/2024			002082			00	05/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	28.53
04/2024			002083			00	05/22/2024	531-4320-443.52-20	AMZN MKTP US 604AB3R13	EFT:	43.68
04/2024			002084			00	05/22/2024	531-4320-443.52-20	AMZN MKTP US Y85O46JM3	EFT:	13.99
04/2024			002085			00	05/22/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	47.16
04/2024			002086			00	05/22/2024	531-4320-443.52-01	BOMGAARS 127	EFT:	158.97
04/2024			002087			00	05/22/2024	531-4320-443.53-02	SAMS CLUB #8208	EFT:	296.21
04/2024			002088			00	05/22/2024	531-4320-443.52-02	THE HOME DEPOT #2218	EFT:	74.39
04/2024			002089			00	05/22/2024	531-4320-443.52-12	ROYAL METAL INDUSTRIES LL	EFT:	103.30
04/2024			002090			00	05/22/2024	531-4320-443.52-12	OREILLY 354	EFT:	32.99
04/2024			002091			00	05/22/2024	531-4320-443.52-05	OREILLY 354	EFT:	15.95
04/2024			002092			00	05/22/2024	531-4320-443.52-01	THE HOME DEPOT #2201	EFT:	42.34
04/2024			002068			00	05/22/2024	531-4330-443.52-04	HANNAY REELS	EFT:	66.67
04/2024			002069			00	05/22/2024	531-4330-443.52-02	WESTLAKE HARDWARE #179	EFT:	83.97
04/2024			002072			00	05/22/2024	531-4330-443.46-01	KANSAS WATER ENVIRONMENT	EFT:	350.00
04/2024			001949			00	05/22/2024	551-4520-445.43-03	SHERWIN WILLIAMS 707568	EFT:	50.66
04/2024			001956			00	05/22/2024	551-4520-445.43-04	SPRAYER SPECIALTIES INC	EFT:	144.13
04/2024			001959			00	05/22/2024	551-4520-445.43-03	CONSTRUCTION MATERIALS	EFT:	25.32
04/2024			001960			00	05/22/2024	551-4520-445.31-15	MID-STATES RENTAL (GARDNE	EFT:	110.00
04/2024			001961			00	05/22/2024	551-4520-445.43-03	CES 491	EFT:	437.62
04/2024			001962			00	05/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	31.17
04/2024			001964			00	05/22/2024	551-4520-445.43-03	CES 491	EFT:	209.20
04/2024			001966			00	05/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	37.99
04/2024			001967			00	05/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	81.99
04/2024			001971			00	05/22/2024	551-4520-445.43-04	BOMGAARS 127	EFT:	130.97
04/2024			001972			00	05/22/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	27.72

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
04/2024			002093			00	05/22/2024	551-4520-445.52-20	WESTLAKE HARDWARE #179	EFT:	14.99
04/2024			002094			00	05/22/2024	551-4520-445.52-20	BOMGAARS 127	EFT:	4.99
04/2024			002095			00	05/22/2024	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	13.67
04/2024			001840			00	05/22/2024	601-1230-412.31-15	WM SUPERCENTER #5307	EFT:	30.82
04/2024			001841			00	05/22/2024	601-1230-412.31-15	TST GAMBINOS PIZZA - GA	EFT:	253.30
04/2024			001867			00	05/22/2024	602-1340-413.47-05	DNH DOMAIN HOSTING SRVCS	EFT:	17.17
04/2024			001868			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US RA3HS2241	EFT:	669.99
04/2024			001869			00	05/22/2024	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	6.97
04/2024			001871			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US EP1YJ5M53	EFT:	6.99
04/2024			001872			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US 2E2SG34Q3	EFT:	19.90
04/2024			001873			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US XF46G14B3	EFT:	116.67
04/2024			001874			00	05/22/2024	602-1340-413.52-20	EBAY O 22-11483-78538	EFT:	79.99
04/2024			001875			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US S92647KH3	EFT:	31.79
04/2024			001876			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US 7R2OH3DL3	EFT:	21.87
04/2024			001877			00	05/22/2024	602-1340-413.52-20	AMZN MKTP US O08QC3VS3	EFT:	179.94
04/2024			001978			00	05/22/2024	603-3150-431.43-01	AMZN MKTP US GS7NF7HX3	EFT:	59.99
04/2024			001979			00	05/22/2024	603-3150-431.43-01	AMZN MKTP US 6U4RX14L3	EFT:	69.75
04/2024			001980			00	05/22/2024	603-3150-431.53-02	AMAZON RET 113-071787	EFT:	474.95
04/2024			001981			00	05/22/2024	603-3150-431.53-02	AMAZON.COM	EFT:	189.98
04/2024			001982			00	05/22/2024	603-3150-431.53-02	AMAZON.COM	EFT:	94.99
04/2024			001983			00	05/22/2024	603-3150-431.53-02	AMAZON.COM	EFT:	94.99
04/2024			001984			00	05/22/2024	603-3150-431.53-02	AMAZON.COM	EFT:	94.99
04/2024			001985			00	05/22/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	36.92
04/2024			001986			00	05/22/2024	603-3150-431.52-01	AMZN MKTP US TI5D96E03	EFT:	27.29
04/2024			001987			00	05/22/2024	603-3150-431.52-01	AMZN MKTP US MI6D08U43	EFT:	27.29
04/2024			001988			00	05/22/2024	603-3150-431.43-01	AMZN MKTP US KD0UG46G3	EFT:	8.47
04/2024			001989			00	05/22/2024	603-3150-431.43-01	AMZN MKTP US UG4NS3QG3	EFT:	34.12
04/2024			001990			00	05/22/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	21.35
04/2024			001991			00	05/22/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	23.94
04/2024			001992			00	05/22/2024	603-3150-431.43-01	AMZN MKTP US	EFT:	8.47
04/2024			001993			00	05/22/2024	603-3150-431.52-01	NYRP	EFT:	81.28
04/2024			001994			00	05/22/2024	603-3150-431.52-01	AMZN MKTP US 1J9FV00X3	EFT:	41.00
04/2024			001995			00	05/22/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	12.76
04/2024			001996			00	05/22/2024	603-3150-431.53-02	EEWW_OLATHE	EFT:	183.95
04/2024			001997			00	05/22/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	29.94
04/2024			001998			00	05/22/2024	603-3150-431.52-01	OLATHE WINLECTRIC CO	EFT:	14.00
04/2024			001999			00	05/22/2024	603-3150-431.52-01	AMZN MKTP US UG80Q5CF3	EFT:	158.61
04/2024			001862			00	05/22/2024	604-1320-413.52-20	STAPLS7630560754000001	EFT:	44.99
04/2024			001863			00	05/22/2024	604-1320-413.52-20	STAPLS7629430808000001	EFT:	32.67
04/2024			001864			00	05/22/2024	604-1320-413.52-20	STAPLS7629819073000001	EFT:	317.84
04/2024			001865			00	05/22/2024	604-1320-413.52-20	STAPLS7905957333000001	EFT:	226.03
04/2024			001930			00	05/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	25.27
04/2024			001933			00	05/22/2024	605-3116-431.52-05	OREILLY 354	EFT:	215.66
04/2024			001934			00	05/22/2024	605-3116-431.52-04	AUTOZONE #3781	EFT:	50.99
04/2024			001935			00	05/22/2024	605-3116-431.52-05	KANEQUIP INC	EFT:	338.16
04/2024			001936			00	05/22/2024	605-3116-431.52-05	KC BOBCAT	EFT:	713.95
04/2024			001937			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	53.02
04/2024			001938			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	20.60
04/2024			001939			00	05/22/2024	605-3116-431.52-20	OREILLY 354	EFT:	19.74

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
04/2024			001940			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	31.96
04/2024			001941			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	58.91
04/2024			001942			00	05/22/2024	605-3116-431.46-01	PUBLIC FLEET ADVISORS	EFT:	175.00
04/2024			001943			00	05/22/2024	605-3116-431.52-20	OREILLY 354	EFT:	14.83
04/2024			001944			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	158.83
04/2024			001945			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	18.69
04/2024			001946			00	05/22/2024	605-3116-431.52-04	OREILLY 354	EFT:	15.50
04/2024			001947			00	05/22/2024	605-3116-431.43-05	BRETS AUTOWORKS 0000522	EFT:	1,095.27
04/2024			001958			00	05/22/2024	605-3116-431.52-04	PRIME INDUSTRIAL PRODUCT	EFT:	27.84
04/2024			002124			00	05/22/2024	702-6110-461.54-52	FSP ROKC OLATHE	EFT:	723.35
04/2024			002125			00	05/22/2024	702-6110-461.54-52	AMZN MKTP US 1032E20I3	EFT:	241.89
04/2024			002128			00	05/22/2024	702-6110-461.54-52	AMZN MKTP US PY3CO52S3	EFT:	23.97
04/2024			002129			00	05/22/2024	702-6110-461.54-52	AMZN MKTP US B52SF5PE3	EFT:	25.99
04/2024			002130			00	05/22/2024	702-6110-461.54-52	WAL-MART #5307	EFT:	53.50
									VENDOR TOTAL *	.00	41,466.34
0005014	00	ATTIC STORAGE OF GARDNER									
30383			001829			00	05/23/2024	001-6110-461.44-02	MONTHLY RENT	EFT:	1,105.00
									VENDOR TOTAL *	.00	1,105.00
0003515	00	AUGUSTINE EXTERMINATORS INC									
2442816			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2442810			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.85
2442810			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.86
2442817			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2442809			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2442818			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2442679			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2442807			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2442651			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2442814			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	28.33
2442811			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2442812			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	64.58
2442813			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2442695			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	105.60
2442815			001834			00	05/23/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
									VENDOR TOTAL *	.00	706.05
0004245	00	AXIOM INSTRUMENTATION SERVICES									
20-2125			001837			00	05/23/2024	531-4320-443.43-02	TRANSDUCER @ KILL CREEK	1,849.00	
									VENDOR TOTAL *	1,849.00	
0002420	00	BRENNTAG MID-SOUTH, INC									
BMS665078			001830			00	05/23/2024	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	32,215.60
									VENDOR TOTAL *	.00	32,215.60
0005293	00	BRIGHTSPEED									
313440714	0524		001835			00	05/23/2024	551-4520-445.40-03	AIRPORT PHONE	EFT:	213.67
320501840	0524		001829			00	05/23/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	37.22

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
0005293	00	BRIGHTSPEED						
499699484	0524	001829	00	05/23/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	25.96
314117591	0524	001833	00	05/16/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	1,627.47
						VENDOR TOTAL *	.00	1,904.32
0004379	00	C&B EQUIPMENT MIDWEST						
16923-00		PI0228 008567	00	05/08/2024	531-4320-443.43-02	GEAR BOX REPAIR	EFT:	5,897.36
						VENDOR TOTAL *	.00	5,897.36
0003080	00	CATES HEATING & AIR COND SVC INC						
11103324		PI0235 008576	00	05/07/2024	603-3150-431.43-01	INSTALL LIEBERT SYSTEM-CH	EFT:	30,228.00
						VENDOR TOTAL *	.00	30,228.00
0004259	00	CENTRAL SALT, LLC						
PSI24-08278		PI0220 008366	00	05/13/2024	001-3120-431.52-16	BULK DEICING SALT	EFT:	6,321.30
PSI24-08338		PI0221 008366	00	05/14/2024	001-3120-431.52-16	BULK DEICING SALT	EFT:	3,135.25
PSI24-08514		PI0222 008366	00	05/20/2024	001-3120-431.52-16	BULK DEICING SALT	EFT:	1,651.05
						VENDOR TOTAL *	.00	11,107.60
0000602	00	CERTIFIED LABORATORIES						
8679909		001830	00	05/23/2024	605-3116-431.52-20	SHOP SUPPLIES	EFT:	573.30
						VENDOR TOTAL *	.00	573.30
0000429	00	CINTAS FIRE PROTECTION						
8406801399		001830	00	05/23/2024	501-4110-441.31-15	FIRST AID CABINET SERVICE	EFT:	90.14
8406801399		001830	00	05/23/2024	501-4130-441.31-15	FIRST AID CABINET SERVICE	EFT:	79.17
8406801399		001830	00	05/23/2024	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	85.24
8406801399		001830	00	05/23/2024	531-4320-443.31-15	FIRST AID CABINET SERVICE	EFT:	139.86
8406801399		001830	00	05/23/2024	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	85.25
						VENDOR TOTAL *	.00	479.66
0001842	00	CITY OF OLATHE						
CINV-333		001837	00	05/23/2024	531-4320-443.31-15	LAB FEES - APRIL 2024	EFT:	944.00
						VENDOR TOTAL *	.00	944.00
0001201	00	COMMERCIAL AQUATIC SERVICES, INC						
49475-1		001833	00	05/16/2024	001-6130-461.52-13	CHLORINE	EFT:	4,598.06
49525-1		001833	00	05/16/2024	001-6130-461.52-13	POOL TEST SUPPLIES	EFT:	357.00
						VENDOR TOTAL *	.00	4,955.06
0004644	00	CORE & MAIN LP						
U863176		001830	00	05/23/2024	521-4230-442.52-31	8 X 3/4 SADDLE	EFT:	1,026.40
						VENDOR TOTAL *	.00	1,026.40
0005445	00	CORPORATE HEALTH						
57089946		001829	00	05/23/2024	601-1230-412.31-15	DRUG SCREENS	1,944.00	
						VENDOR TOTAL *	1,944.00	
0001557	00	DATCO, INC						
214581		001833	00	05/16/2024	001-2120-421.53-02	HATS	27.00	

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
0001557	00	DATCO, INC						
						VENDOR TOTAL *	27.00	
0005264 DB1021562	00	DEBTBOOK PI0229 008569	00	05/01/2024	602-1340-413.47-05	DEBTBOOK SOFTWARE	EFT:	15,000.00
						VENDOR TOTAL *	.00	15,000.00
0005349 323004-04	00	DONDLINGER & SONS CONSTRUCTION CO PI0219 008240	00	05/20/2024	401-6120-461.62-23	KILL CREEK TRAIL	EFT:	43,401.23
						VENDOR TOTAL *	.00	43,401.23
0099999 CF221502-4006	00	DOUGLAS & DANIEL FREUND 001835	00	05/23/2024	001-1130-411.58-00	ANNEXATION REBATE	663.77	
						VENDOR TOTAL *	663.77	
0005211 01270443 01270443 01270443	00	EASY ICE, LLC 001831 001831 001831	00	05/23/2024 05/23/2024 05/23/2024	001-3120-431.44-02 521-4230-442.44-02 531-4330-443.44-02	ICE MACHINE RENTAL ICE MACHINE RENTAL ICE MACHINE RENTAL	EFT: EFT: EFT:	34.34 34.35 34.35
						VENDOR TOTAL *	.00	103.04
0005226 0788071	00	EVCO WHOLESALE FOOD CORP 001829	00	05/23/2024	001-6130-461.52-15	GAC CONCESSIONS	5,152.22	
						VENDOR TOTAL *	5,152.22	
0005203 05172024	00	EXCEED FUTBOL LLC 001838	00	05/23/2024	001-6110-461.47-53	PLAYER DEVELOPMENT PROGRM	563.28	
						VENDOR TOTAL *	563.28	
0004996 05162024	00	FLEX MADE EASY 001831	00	05/23/2024	721-0000-202.03-11	CONTRIBUTIONS	EFT:	783.94
						VENDOR TOTAL *	.00	783.94
0000181 9126884742	00	GRAINGER 001837	00	05/23/2024	001-6120-461.52-01	SIGN REPLACEMENT	EFT:	62.08
						VENDOR TOTAL *	.00	62.08
0000095 9337103555	00	GRAYBAR PI0227 008565	00	05/03/2024	501-4130-441.52-31	PRIORITY WIRE & CABLE	EFT:	5,824.95
						VENDOR TOTAL *	.00	5,824.95
0003183 7777	00	GREEN SPECTRUM MARKETING LLC 001837	00	05/23/2024	702-6110-461.54-52	GARDNER GOLD JACKETS	EFT:	759.60
						VENDOR TOTAL *	.00	759.60
0003739 6748287	00	HAWKINS, INC. 001837	00	05/23/2024	531-4320-443.52-13	CHEMICALS	EFT:	3,123.00
						VENDOR TOTAL *	.00	3,123.00
0002095	00	HDR ENGINEERING, INC						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002095	00	HDR ENGINEERING, INC	1200619850	PI0225	008461	00	05/15/2024	001-3130-431.31-10	2024 ON-CALL CLARE CROSSI	EFT:	2,020.53
VENDOR TOTAL *										.00	2,020.53
0000463	00	HOLIDAY CONTRACTING, INC.	533 E MEADOWLAR	001831		00	05/23/2024	521-4230-442.31-15	REMOVE & REPLACE CONCRETE	EFT:	2,350.00
VENDOR TOTAL *										.00	2,350.00
0000481	00	HOLLIDAY SAND AND GRAVEL	1500622964	001835		00	05/23/2024	001-3120-431.47-38	SPOILS	EFT:	429.00
1500624099				001837		00	05/23/2024	001-3120-431.47-38	SPOILS	EFT:	572.00
1500617030				001831		00	05/23/2024	521-4230-442.52-12	ROCK/DIRT	EFT:	357.50
1500617030				001831		00	05/23/2024	531-4330-443.52-12	ROCK/DIRT	EFT:	357.50
VENDOR TOTAL *										.00	1,716.00
0005000	00	HUMANA INSURANCE COMPANY	702625796	000107		00	05/23/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	14,162.54
702625796				000108		00	05/23/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	5,029.38
702625796				000109		00	05/23/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	980.46
702625796				000111		00	05/23/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	3,004.92
702625796				000112		00	05/23/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	7,771.16
702625796				000114		00	05/23/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	4,799.40
702625796				000116		00	05/23/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,543.14
702625796				000117		00	05/23/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	53,179.82
702625796				000118		00	05/23/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	980.46
702625796				000120		00	05/23/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	11,089.74
702625796				000121		00	05/23/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	10,519.90
702625796				000131		00	05/23/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	7,302.00
702625796				000132		00	05/23/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	10,821.74
702625796				000133		00	05/23/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	6,385.08
702625796				000134		00	05/23/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	5,541.42
702625796				000123		00	05/23/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	7,365.54
702625796				000124		00	05/23/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	7,315.98
702625796				000125		00	05/23/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	18,648.94
702625796				000126		00	05/23/2024	521-4210-442.21-01	MONTHLY BILLING	EFT:	980.46
702625796				000127		00	05/23/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	9,075.28
702625796				000128		00	05/23/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	12,716.46
702625796				000129		00	05/23/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	2,399.70
702625796				000130		00	05/23/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	10,750.70
702625796				000110		00	05/23/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	980.46
702625796				000135		00	05/23/2024	601-1230-412.31-15	MONTHLY BILLING	EFT:	864.48
702625796				000115		00	05/23/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	8,784.78
702625796				000122		00	05/23/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	6,059.02
702625796				000113		00	05/23/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	4,851.78
702625796				000119		00	05/23/2024	605-3116-431.21-01	MONTHLY BILLING	EFT:	2,024.46
702625796				000106		00	05/23/2024	721-0000-202.03-08	MONTHLY BILLING	EFT:	23,345.47
VENDOR TOTAL *										.00	265,274.67
0000274	00	INDUSTRIAL SALES COMPANY, INC.	1171726-000	001833		00	05/16/2024	001-6130-461.43-01	POOL REHAB & REPAIRS	EFT:	127.26

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
0000274	00	INDUSTRIAL SALES COMPANY, INC.						
1171842-000	001835		00	05/23/2024	001-6130-461.43-01	BRASS BRUSHING - POOL	EFT:	20.95
						VENDOR TOTAL *	.00	148.21
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES						
KCSER001512	001837		00	05/23/2024	001-6110-461.52-15	DIPPIN' DOTS	EFT:	1,404.00
KCSER001511	001837		00	05/23/2024	001-6130-461.52-15	DIPPIN' DOTS	EFT:	3,024.00
						VENDOR TOTAL *	.00	4,428.00
0099999	00	IVORY J CARSON						
52618	001827		00	05/23/2024	001-0000-228.30-00	BOND REFUND	64.50	
						VENDOR TOTAL *	64.50	
0099999	00	JOSE L DELGADO						
108943	001835		00	05/23/2024	001-0000-228.30-00	BOND REFUND	200.00	
						VENDOR TOTAL *	200.00	
0099999	00	JUNG, BROOKE						
000066083	UT		00	05/20/2024	501-0000-229.00-00	MANUAL CHECK	88.00	
						VENDOR TOTAL *	88.00	
0099999	00	KANSAS ASSOCIATION OF CITY/COUNTY						
1136	001828		00	05/23/2024	001-1120-411.46-02	2024 AFFILIATE KACM	75.00	
						VENDOR TOTAL *	75.00	
0000300	00	KANSAS DEPT OF REVENUE						
4143-282Y-23K3	002173		00	05/23/2024	001-0000-207.20-00	APRIL '24 SALES TAX	CHECK #:	103 57.54
4143-X874-X646	002173		00	05/23/2024	501-0000-207.20-00	APRIL '24 SALES TAX	CHECK #:	103 41,922.68
4143-76C6-58BN	002172		00	05/23/2024	501-4110-441.48-02	APRIL '24 USE TAX	CHECK #:	103 9.30
4143-76C6-58BN	002172		00	05/23/2024	501-4120-441.48-02	APRIL '24 USE TAX	CHECK #:	103 149.96
4143-76C6-58BN	002172		00	05/23/2024	501-4130-441.48-02	APRIL '24 USE TAX	CHECK #:	103 26.08
4143-76C6-58BN	002172		00	05/23/2024	501-4140-441.61-04	APRIL '24 USE TAX	CHECK #:	103 928.55
4143-282Y-23K3	002173		00	05/23/2024	551-0000-207.20-00	APRIL '24 SALES TAX	CHECK #:	103 695.85
4143-76C6-58BN	002172		00	05/23/2024	602-1340-413.48-02	APRIL '24 USE TAX	CHECK #:	103 76.23
4143-76C6-58BN	002173		00	05/23/2024	603-3150-431.48-02	APRIL '24 USE TAX	CHECK #:	103 173.30
4143-76C6-58BN	002172		00	05/23/2024	604-1320-413.48-02	APRIL '24 USE TAX	CHECK #:	103 290.59
						VENDOR TOTAL *	.00	44,330.08
0000487	00	KANSAS DEPT OF REVENUE						
151020	002171		00	05/23/2024	001-1150-411.48-01	TEMP CMB LICENSE	25.00	
						VENDOR TOTAL *	25.00	
0002671	00	KANSAS GAS SERVICE						
105901600	0424	001837	00	05/23/2024	551-4520-445.40-04	KANSAS GAS SERVICE	168.05	
105901600	0524	001837	00	05/23/2024	551-4520-445.40-04	KANSAS GAS SERVICE	119.14	
						VENDOR TOTAL *	287.19	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
4040263	001831		00	05/23/2024	001-3120-431.31-15	STORMWATER LOCATING SERV	EFT:	231.90
4040263	001831		00	05/23/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	231.90

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
0000393 496827	00	OLSSON, INC. PI0224 008437	00	05/15/2024	501-4140-441.62-15	SUB 1 TRANSFRMR 2 UPGRADE	EFT:	32,275.50
						VENDOR TOTAL *	.00	32,275.50
0099999 000068133	00	OPENDOOR LABS, INC. UT	00	05/21/2024	501-0000-229.00-00	MANUAL CHECK	13.37	
						VENDOR TOTAL *	13.37	
0001569 INV05455001	00	PAYCOR, INC 001829	00	05/15/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	1,281.91
						VENDOR TOTAL *	.00	1,281.91
0005364 1301	00	PLAN-IT SOFTWARE PI0230 008570	00	05/09/2024	602-1340-413.47-05	CAPITAL PLANNING SOFTWARE	EFT:	7,000.00
						VENDOR TOTAL *	.00	7,000.00
0005219 1833508	00	POLYDYNE, INC 001838	00	05/23/2024	521-4220-442.52-13	POLYMER	EFT:	1,206.00
						VENDOR TOTAL *	.00	1,206.00
0005473 661181	00	PORTS PETROLEUM COMPANY, INC 001838	00	05/23/2024	501-4130-441.52-09	DEF FLUID	EFT:	529.36
						VENDOR TOTAL *	.00	529.36
0005474 262066	00	PREMIER CATERING OF KC, LLC 001838	00	05/23/2024	001-1110-411.54-51	LUNCHEON CATERING - SOTC	EFT:	2,955.00
						VENDOR TOTAL *	.00	2,955.00
0004927 0160287-IN	00	PROGRESSIVE ELECTRONICS, INC 001833	00	05/16/2024	602-1340-413.31-15	PIP STREAMING ISSUE - CH	EFT:	387.50
						VENDOR TOTAL *	.00	387.50
0005041 3223 0524 3223 0524 3223 0524	00	QUADIENNT FINANCE USA 001833	00	05/16/2024	001-0000-229.00-00	POSTAGE - JUSTICE CENTER	23.72	
						POSTAGE - JUSTICE CENTER	495.81	
						POSTAGE - JUSTICE CENTER	1,480.47	
						VENDOR TOTAL *	2,000.00	
0003110 531414	00	REJIS COMMISSION 001832	00	05/23/2024	001-2110-421.31-15	REJIS - TRANSACTIONS	EFT:	93.89
						VENDOR TOTAL *	.00	93.89
0004120 GRD116	00	RIVER GROUP DESIGN 001836	00	05/23/2024	001-1110-411.54-51	2024 SOTC PROGRAM	EFT:	2,500.00
						VENDOR TOTAL *	.00	2,500.00
0003963 5186	00	SELECTRON TECHNOLOGIES, INC. PI0231 008571	00	05/15/2024	602-1340-413.47-05	08/01/24-07/31/25 FEES	EFT:	5,100.00
						VENDOR TOTAL *	.00	5,100.00
0005380	00	SHAWNEE COPY CENTER						

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
0005380 138627	00	SHAWNEE COPY CENTER 001838	00 05/23/2024	001-6120-461.52-20	GARDNER GREENWAY SIGNS	EFT:	165.54
					VENDOR TOTAL *	.00	165.54
0004785 3931545	00	SUMNERONE, INC 001831	00 05/23/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:	141.16
					VENDOR TOTAL *	.00	141.16
0002012 M3124	00	SYSTEMS MANUFACTURING, INC PI0232 008573	00 05/10/2024	521-4220-442.43-02	REPLACE PLC - WTP	EFT:	5,923.62
					VENDOR TOTAL *	.00	5,923.62
0003962 11958	00	TRANSLATIONPERFECT.COM 001835	00 05/23/2024	001-1330-413.31-15	INTERPRETER	EFT:	238.50
					VENDOR TOTAL *	.00	238.50
0000026 657299	00	USIC LOCATING SERVICES 001831	00 05/23/2024	001-3120-431.31-15	PW LOCATING SERVICE	EFT:	5,738.13
657299		001831	00 05/23/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	5,738.13
657299		001831	00 05/23/2024	521-4230-442.40-06	LINE MAINT WATER	EFT:	5,738.13
657299		001831	00 05/23/2024	531-4330-443.40-06	LINE MAINT WASTEWATER	EFT:	5,738.13
					VENDOR TOTAL *	.00	22,952.52
0001126 243966	00	VALIDITY SCREENING SOLUTIONS 001829	00 05/23/2024	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	1,843.71
					VENDOR TOTAL *	.00	1,843.71
					HAND ISSUED TOTAL ***		45,611.99
					EFT/EPAY TOTAL ***		998,967.65
					TOTAL EXPENDITURES ****	24,408.70	1,044,579.64
				GRAND TOTAL *****			1,068,988.34

VEND NO	SEQ#	VENDOR NAME							
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0000590	00	PETTY CASH -				PARKS AND RECREATION			
START UP	CASH	002176	00	05/24/2024	001-0000-101.30-08	GAC ADMISSIONS &	300.00		
START UP	CASH	002177	00	05/24/2024	001-0000-101.30-09	GAC ADMISSIONS &	300.00		
START UP	CASH	002178	00	05/24/2024	001-0000-101.30-10	GAC ADMISSIONS &	300.00		
						VENDOR TOTAL *	900.00		
						TOTAL EXPENDITURES ****	900.00		
					GRAND TOTAL	*****			900.00

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing an agreement with KDOT for the Gardner Traffic Signal Interconnect Project

Strategic Priority: Infrastructure and Asset Management; Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the Mayor to execute the agreement with KDOT to interconnect traffic signals within the City of Gardner.

Background/Description of Item:

City Council authorized execution of an agreement for this project at the May 20, 2024 council meeting. An error was discovered and Item 19 under the Definitions section was revised to list the correct intersections included in the project scope. The changes do not affect the project cost.

Financial Impact:

The estimated cost of the project is \$300,000. KDOT will provide a maximum of \$240,000 in grant funding for this project. The City's share of the costs is \$60,000. Funding will come from the City's Special Highway Fund.

Attachments Included:

- City/State Agreement

Suggested Motion:

Authorize the Mayor to execute the corrected agreement with KDOT to interconnect signals within the City of Gardner.

PROJECT NO. 46 N-0796-01
CRP- N079(601)
GARDNER: TRAFFIC SIGNAL INTERCONNECT
CITY OF GARDNER, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Gardner** (“Sponsor”), **collectively**, the “Parties.”

RECITALS:

- A. The Mid-America Regional Council (MARC) has been designated by the states of Kansas and Missouri as the Metropolitan Planning Organization (MPO) for the bi-state Kansas City metropolitan region.
- B. The Sponsor has submitted a Project to MARC and MARC has approved Sponsor’s Project for receipt of Carbon Reduction Program (CRP) federal funds.
- C. The Sponsor agrees to sponsor the Project, as further described in this Agreement. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the development of such projects, and the Secretary is authorized to administer funds for such projects.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

5. **“CRP”** means the Carbon Reduction Program authorized under 23 U.S.C. § 175, funds to be used for activities for the reduction of transportation emissions and other eligible projects.
6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
8. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
9. **“Federal Government”** means the United States of America and any executive department or agency thereof.
10. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
11. **Fiscal Year 2024” or “FFY 2024”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2023, and ending on September 30, 2024.
12. **Fiscal Year 2025” or “FFY 2025”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2024, and ending on September 30, 2025.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“MARC”** means the Mid-America Regional Council, with its place of business at 600 Broadway, Suite 200, Kansas City, MO 64105.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.

19. **“Project”** means **PROJECT NO. 46 N-0796-01; update traffic signal systems to more efficiently move traffic based on changes to traffic patterns and demand; this will include interconnected traffic signals at the following intersections in Gardner, Kansas,** and is the subject of this Agreement:
- (a) **US-56 and Old-56**
 - (b) **US-56 and Moonlight Road**
 - (c) **US-56 and Moonlight Plaza**
 - (d) **Moonlight Road and Lincoln Lane**
 - (e) **Moonlight Road and Madison Street**
 - (f) **US-56 and Cedar Niles (Cedar Niles Road)**
 - (g) **US-56 and Elm (Elm Street)**
 - (h) **US-56 and Center Street**
20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
22. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns, and KDOT, individually and collectively.
23. **“Sponsor”** means the City of Gardner, Kansas, with its place of business at 120 East Main Street Gardner, KS 66030.
24. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

Funding. The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The Sponsor agrees to notify KDOT promptly in writing if costs increase by 10% or greater over the estimate.

Party	Funding Source	Responsibility
Secretary	Federal Funds	<p>80% of Participating Costs of Preliminary Engineering (PE) in Fiscal Year 2024 up to a maximum of \$66,240.</p> <p>80% of Participating Costs of Construction in Fiscal Year 2025 up to a maximum of \$173,760.</p> <p>The Secretary's total contribution to Participating Costs shall not exceed \$240,000.</p>
Sponsor	Local Match	<p>20% of Participating Costs of PE and Construction until the Secretary's funding limit is reached in each Fiscal Year.</p> <p>100% of Participating Costs exceeding the Secretary's funding limit in the Secretary's total contribution.</p> <p>100% of Costs of Construction Engineering (CE), Right of Way, Utility adjustments, and Non-Participating Costs.</p>

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the Federal Government to administer CRP funds.
2. **Fiscal Year Allocation.** The Secretary has allocated CRP funds from federal fiscal year (FFY) 2024 and 2025 for the Project.
3. **Reimbursement Payments.** The Secretary agrees to reimburse the Sponsor for eighty percent (80%) of the total actual and eligible costs incurred by the Sponsor, but not to exceed \$240,000 for the Project, subject to any federal reduction in CRP funds. The Secretary shall not be responsible for the total actual costs that exceed \$300,000 for the Project. The Secretary agrees to make partial payments, for amounts not less than \$1,000 and no more frequently than monthly, to the Sponsor upon receipt of proper billings.

4. **Final Payment.** Any final amount due for the authorized work performed under this Project will be based upon the Sponsor's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

1. **Incorporation of Project Application.** The Sponsor shall undertake and complete the Project and in accordance with the terms and conditions of this Agreement.

2. **Procurement.** The Sponsor shall undertake the purchase of materials related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 49 C.F.R. 18.32, or the Sponsor's procurement policies or regulations if such policies or regulations are approved by KDOT's Bureau of Local Projects (BLP). The Secretary shall not be responsible for any obligations that the Sponsor has assumed with using the State of Kansas' procurement procedures. Furthermore, the Sponsor acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

3. **Meeting Requirements.** The Sponsor agrees, during the life of the Project, to attend any meetings requested by representatives of the Secretary or the MARC, if the Secretary deems such meetings to be necessary.

4. **Inspections.** Representatives of the Secretary or the MARC, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the Sponsor, its subcontractors, or any third party) the duty to perform the day-to-day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Sponsor or its subcontractors.

5. **Reports.** The Sponsor shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings, interim progress reports, summary of expenditures, and a detailed final report.

6. **Legal Authority.** The Sponsor agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

7. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Sponsor shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's agents,

employees, or subcontractors. The Sponsor shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

8. **Financial Obligation.** The Sponsor will be responsible for twenty percent (20%) of the total actual costs incurred for the Project up to \$300,000. In addition, the Sponsor agrees to be responsible for one hundred percent (100%) of the total actual costs of the Project that exceed \$300,000. Further, the Sponsor agrees to be responsible for one hundred percent (100%) of all costs of items found not eligible for reimbursement by the Secretary.

9. **Project Costs Prior to FHWA Approval.** The Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

10. **Restricted Funding Source.** The Sponsor acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through the federal aid Carbon Reduction Program (CRP) Funds allocated to the Kansas City Urbanized Area. The Secretary does not assume any liability in connection with the Project. The Sponsor shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the Federal Government (Federal Aid CRP Funds).

11. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C 175(g), all projects funded with CRP funding shall be treated as located on a Federal-aid highway. Accordingly, 23 U.S.C 113 applies, and Davis-Bacon wage rates must be paid. In general, Davis-Bacon requires that all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2000 funded directly by or assisted in whole or in part by funds made available under CRP shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). For additional guidance on how to comply with DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction> . See also <https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>.

12. **Billings and Reporting.** The Sponsor agrees to submit proper billings to the Secretary for amounts not less than \$1,000 and no more frequently than monthly. The Sponsor will submit progress reports on the Project, in a form acceptable to the Secretary, together with the billings. Further, if a final report is required for the Project, the Sponsor must submit such final report to the Secretary prior to the Sponsor's receipt of final payment.

13. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

14. **Annual Project Audit.** The Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. If any such audits reveal payments have been made with federal funds by

the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

15. **Retention of Records.** The Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.

16. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Sponsor to any party outside of the Secretary and all costs incurred by the Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

17. **Cancellation by Sponsor.** If the Sponsor cancels the Project after receiving written approval from MARC, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Sponsor of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL FEDERAL REQUIREMENTS:

1. **Anti-Lobbying.** If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be included to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **FHWA Approval.** This Agreement is subject to the approval of the Federal Highway Administration (FHWA).

3. **Debarment & Suspension.** If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the City verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

4. **System for Award Management.** The City has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The City shall maintain such registration at all times during which it has active federal awards.

5. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

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

7. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The City, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for

reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. Amendments. Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of the Sponsor and the Secretary.
2. Civil Rights Act. The **Civil Rights Act Attachment**, Rev. 05.01.2024, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. Contractual Provisions. The Provisions found in **Contractual Provisions Attachment** (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. Headings. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.
6. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
8. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

SPONSOR:

ATTEST:

THE CITY OF GARDNER, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Certificate of Compliance with K.S.A. § 46-239(c)
- Policy Regarding Sexual Harassment
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Civil Rights Act
- Contractual Provisions Attachment (DA-146a)

*Note – If left unchecked, then inapplicable.

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

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

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 4

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the City Administrator to execute a Memorandum of Agreement with Evergy for Substation 4.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Electric Division

Staff Recommendation:

To execute a Memorandum of Agreement (MOU) with Evergy.

Background/Description of Item:

In 2022, Olsson was selected among several engineering firms as the most qualified for Substation 4 site location, land acquisition, and preliminary design, CIP Project No. EL2204. This project was completed in 2023.

Substation 4 will be connected to Evergy's 161 kV transmission line and requires a delivery point with Evergy. In addition to the delivery point, Evergy will purchase from the City of Gardner, 214,475 square feet of land to accommodate a future distribution facility owned and operated by Evergy.

Evergy added a signature line for KMEA since they submitted the Delivery Point Assessment Process in Attachment AQ to SPP.

Financial Impact:

Funds are available in the Electric Fund, CIP Project No. EL4005.

Attachments included:

1. Memorandum of Agreement

Suggested Motion:

Authorize the City Administrator to execute a memorandum of agreement with Evergy to construct an interconnection facility for Substation 4 estimated at \$600,000, and the sale of 214,475 square feet of land at \$0.65 per square foot to Evergy for a future distribution facility owned and operated by Evergy.



**Load Connection Study and
Memorandum of Understanding**

City of Gardner Delivery Point

March 21, 2024

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Executive Summary

The Kansas Municipal Energy Agency (“KMEA”) submitted a request to add a new delivery point tapping the existing Moonlight – Quarry 161kV line. The expected in-service date for the addition is October 1, 2025. This study is performed to maintain compliance with NERC Reliability Standard FAC-002 and Attachment AQ of the Southwest Power Pool (SPP) Open Access Transmission Tariff. The study agreement number associated with this project is **DPA-2023-July-1809**. Based on the results of the study, adding the new delivery point does not cause any adverse impact on the Evergy transmission system. This document also constitutes a Memorandum of Understanding regarding the agreements and understandings amongst the parties detailed herein.



Approximate Location of the New Substation

Introduction

History and Background

KMEA submitted a request to add a new delivery point tapping the existing Moonlight – Quarry 161kV line. This study is performed to maintain compliance with NERC Reliability Standard FAC-002 and Attachment AQ of the Southwest Power Pool (SPP) Open Access Transmission Tariff. The study agreement number associated with this project is **DPA-2023-July-1809**.

Load

The peak load at the new delivery point is expected to start at 11.2 MW in 2025 and increase steadily to 15.4 MW in 2033. The load forecast for the delivery point is provided in Attachment A.

Study Method

Scope

The power flow cases studied were the seasonal cases developed by the SPP ITP 2023 series for 2024, 2027, and 2032 Summer On-Peak, 2027 Light Load, and 2027 Winter On-Peak.

The short circuit case studied was the max-fault summer topology case developed by the SPP MDAG 2022 series for 2023 (2022MDAGFinal_Everyg_MAX_FAULT_23S).

Summary of Modeling Methods and Analysis

The study considers all TPL-001-4 P1 and P2 contingency events that do not allow interruption of firm transmission service or non-consequential load loss in the Everyg area.

The study compares each base case against a change case with the added load at the new delivery point. The load was modeled at a new substation tapping the Moonlight – Quarry 161kV line with an assumed power factor of 80% lagging.

Results

Power Flow Analysis

No new overloads or voltage violations were identified with the load addition at new delivery point.

Short Circuit Analysis

As part of the delivery point addition, a short circuit study was performed to determine the available fault current and Thevenin sequence impedances at the new bus using PSSE activity ASCC.

- Three-phase fault current was calculated to be 15905 Amps. (Attachment B)
- Phase-to-ground fault current was calculated to be 11334 Amps. (Attachment B)

Dynamics Analysis

This load connection was not anticipated to cause angular stability or voltage recovery concerns; therefore, a transient stability study was not performed.

System Upgrade Cost Allocation and Schedule

The construction estimates of Evergy Metro, Inc. (“Evergy”) result in a lead time of approximately 36 months from the date Evergy, the City of Gardner, and KMEA mutually agree to move forward with the proposed transmission upgrades. Based on this lead time estimate, the proposed October 1, 2025 load in-service date will need to be adjusted to June 1, 2027 with the caveat that an additional 6 months may be needed if condemnation is required or Project long-lead equipment is backordered.

At this time, the only direct-allocated cost to City of Gardner for serving this delivery point, the Project as defined below, will be the Transmission Owner Interconnection Facilities, Metering, and Communications equipment. The cost of the transmission facilities (currently defined as facilities 34.5 kV and above) that will be constructed and/or upgraded by Evergy to serve this new load will be recovered via Evergy’s Zonal rates. The cost of any Evergy-owned distribution facilities that will be constructed and/or upgraded as a part of this Project will be recovered via Evergy’s Wholesale Distribution Service Charge; under the current scope, there will be no distribution facilities constructed for the city of Gardner.

The Project

The necessary Network Upgrades for this Interconnection include the following work scope:

- a. Build a new Evergy-owned 161kV ring bus substation tapping the existing Moonlight – Quarry 161kV line.

The necessary Inteconnection Facilities for this project include the following work scope:

- b. Include two 161kV rigid bus terminals with revenue metering
 - i. The Point of Demarcation between Evergy Facilities and City of Gardner facilities is defined as the point where the City of Gardner

161kV conductors/bus terminate on the bus support structure at the new Evergy Substation and where the metering secondary conductors terminate in the City of Gardner metering cabinet.

- ii. The City of Gardner will be directly assigned the initial cost (e.g. design, procurement, and construction costs) for these Interconnection Facilities
- iii. Evergy will include the metering equipment inside Evergy's new substation in the design, procurement, and construction of the new sub. This will include routing conduit and cable from the secondary terminals of the instrument transformers to a suitable, mutually agreed upon location for the City of Gardner meter cabinet outside the Evergy substation. The City of Gardner will complete the remaining work associated with the initial meter installation.
- iv. It will be The City of Gardner's responsibility and cost to own, operate, and maintain equipment on its side of the Point of Demarcation, utilizing Good Utility Practice.
- v. Evergy will own, operate, and maintain the equipment and facilities on their side of the Point of Demarcation.

Costs

- a. The total estimated cost for the Evergy scope of work as defined above is \$10,000,000.00 with \$600,000.00 of that being directly assigned to the City of Gardner to pay.

Civil

- a. Evergy has requested the proposed substation site allocated for Evergy equipment be expanded to accommodate additional Evergy substation equipment. This will increase the overall costs for civil design and substation site dirt work. Evergy will pay the cost difference between the original site location and the shifted site location, which is not to exceed 50,000 for engineering, construction and materials.

Premises

- a. The commencement of the proposed Evergy substation facilities shall be conditioned and dependent upon conveyance of fee title interest, free and clear of all encumbrances except those accepted by Evergy of the substation site to Evergy along with all appurtenant access easements, distribution easements, utility easements, and transmission line easements and rights of ingress and egress over property owned or otherwise controlled by the City of Gardner. The parties shall agree on a contract governing the transfer of the fee property and necessary or beneficial easements. Prior to the conveyance of premises to Evergy, the City of Gardner and Evergy will work together to define and adjust the boundaries of Evergy's premises and easements. The approximate dimensions of the Evergy substation site will be 575 ft. (East to West) x 373 ft. (North to South) with an approximate square footage of 214,475 s.f.. Subject to verification, the parties tentatively agree that the property, distribution easements, utility easements, and transmission easements are worth approximately \$0.65 per square foot. Such Evergy substation site shall be located on the Easternmost portion of the property owned by the City. A general depiction of the property as subdivided is provided on Exhibit A attached hereto. Compensation to be paid by Evergy to Gardner for the conveyance of the substation site shall be one-hundred and forty thousand dollars and 00/100 cents (\$140,000.00) or as adjusted at the rate state above based upon the final size of the fee tract conveyed by City to Evergy. Conveyance shall be by Warranty Deed from the City to Evergy. Evergy agrees to order surveying required to create the deed, easements for access, lines and any other purpose. The cost of such surveying shall be allocated in the same manner as overall project costs are allocated. If Evergy elects to obtain title insurance, such title insurance shall be at Evergy's cost.
- b. Access and driveway easements, use and maintenance shall be addressed by the parties at a later date.

Permitting

- a. City of Gardner agrees to cooperate to the maximum extent possible in aiding Evergy in the issuance of any required zoning, permitting or other land-use permits, licenses or agreements. Considering that this project is intended to mutually benefit the parties and their respective stakeholders, to the maximum extent permitted by law, City of Gardner shall waive fees and costs associated with applications, permits, filing fees and the like associated with this project.

- b. City of Gardner agrees and acknowledges that in the event the City of Gardner or any other entity shall deny, refuse or unreasonably condition the issuance of any permit or refuse to approve any portion of Evergy's design, construction or operation, Evergy shall have no further obligations but may elect to proceed notwithstanding such denial or refusal.

Project Cancellation

- a. In the event Evergy receives notice from the City of Gardner that the request for service is withdrawn, the City of Gardner hereby agrees to pay any actual costs related to any portion of the Network Upgrades and the Interconnection Facilities that has been completed at the time of the withdrawal notice, including materials that have been ordered or received specifically for the Project, but not yet installed.
- b. In the event the City of Gardner has not transferred its load to the Project by 12/31/2027, and absent an agreement between Evergy, KMEA, and the City of Gardner to extend the in-service deadline, with such deadline extension not being unreasonably withheld by Evergy, the Network Upgrade cost will become directly assigned by Evergy to the City of Gardner.
- c. KMEA is not responsible for any costs related to this MOU.

Conclusions and Recommendations

According to the results of the study based on the load forecast for 10 years in attachment A, the new delivery point at the City of Gardner 161 kV substation will have no adverse impact on the Evergy transmission system.

Attachment A – Load forecast for the City of Gardner 161 kV DP

The load forecast at the new delivery point is as follows:

Substation	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
City of Gardner	10.0	10.6	11.2	11.7	12.2	12.6	13.1	13.7	14.2	14.8	15.4

Attachment B – Short Circuit Results

3PH Fault		SLG Fault		Thevenin Impedance (PU on 100 MVA and nominal bus voltage base)		
Amp	MVA	Amp	MVA	Positive Sequence	Negative Sequence	Zero Sequence
15905.1	4435.30	11334.4	3160.71	0.002177 +j0.022441	0.002281 +j0.022505	0.008312 +j0.049106

This Load Connection Study and Memorandum of Understanding is Accepted and Agreed to by:

City of Gardner:

Evergy Kansas Metro, Inc.:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Kansas Municipal Energy Agency:

Signature: *Paul Mahlberg*

Print Name: PAUL MAHLBERG

Title: GENERAL MANAGER

Date: 5-21-24

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider approving a City/County agreement for reconstruction of a culvert on Four Corners Road

Strategic Priority: Infrastructure and Asset Management

Department: Public Works

Staff Recommendation:

Staff recommends approving an agreement with the Johnson County Board of County Commissioners to reconstruct a culvert on Four Corners Road.

Background/Description of Item:

Council authorized execution of the agreement on May 6, 2024. Upon further review of the agreement, Johnson County removed Item 5 from the agreement.

Financial Impact:

The City/County agreement anticipates the total construction cost to be \$30,000. The City will be responsible for 50% of the construction cost. In addition, the City may have additional costs for obtaining right-of-way and relocating utilities. These costs are estimated to be no more than \$10,000. The project will be funded from the city's Special Highway Fund.

Attachments included:

- City/County agreement

Suggested Motion:

Authorize the Mayor to execute the amended agreement with the Johnson County Board of County Commissioners to reconstruct a culvert on Four Corners Road.

AGREEMENT
JOHNSON COUNTY AND CITY OF GARDNER FOR REPLACEMENT OF CULVERT
E.5-5.41 ON FOUR CORNERS ROAD 0.41 MILES NORTH OF 175TH STREET

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the CITY OF GARDNER, KANSAS (hereinafter “GARDNER”), and BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS (hereinafter “JOHNSON COUNTY”), each party having been organized and now existing under the laws of the State of Kansas (hereinafter GARDNER and JOHNSON COUNTY may be referred to singularly as the “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, City of Gardner and Johnson County share a common border as well as a road, bridge and culvert system on that border; and

WHEREAS, a certain culvert is located on the western boundary of Johnson County and the eastern boundary of City of Gardner on Four Corners Road approximately 0.41 miles north of 175th Street; and

WHEREAS, the Parties have inspected the culvert and have determined that the replacement of the culvert is necessary; and

WHEREAS, the Parties agree that it is desirable to proceed with work necessary to complete the replacement of Culvert E.5-5.41 on Four Corners Road 0.41 Miles North of 175th Street (the “Project”); and

WHEREAS, Johnson County has completed preliminary engineering design of the Project, and determined the existing culvert should be replaced with a Single 5’x4’x58.3’ reinforced concrete box culvert.

NOW, THEREFORE, the City of Gardner and the Johnson County Board mutually agree as follows:

1. Johnson County agrees to design the Project, and prepare final construction plans for the Project, in consultation with Gardner. Gardner agrees to review the plans and provide feedback and comments to Johnson County.
2. Johnson County agrees to provide labor and equipment to complete construction of the Project as depicted on construction plans provided to Gardner.
3. Right-of-way and utility relocation costs in connection with property and utilities located in unincorporated Johnson County shall be paid by Johnson County. Right-of-way and utility relocation costs in connection with property utilities located in City of Gardner shall be paid by Gardner. Right-of-way and utility relocation costs shall not be included in the Project costs for apportionment purposes.

<u>Right-of-Way and Utility Cost</u>	<u>Responsibility</u>
Johnson County	Within Jurisdiction
Gardner	Within Jurisdiction

4. All Project construction costs shall be borne by Gardner and Johnson County. Project costs shall include the cost of materials, equipment rental costs, any contractor operator costs to operate that equipment, and any permit costs required for construction of the project.

<u>Percent of Construction Cost</u>	<u>Responsibility</u>
Johnson County	50%
Gardner	50%

It is anticipated that the total project costs to be apportioned to the Parties is approximately \$30,000. Johnson County will prepare and send an invoice to Gardner showing the total construction cost and the apportionment to Gardner.

5. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Johnson County and Gardner and their successors in office.

6. No third-party beneficiaries are intended to be created by this Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners of Johnson County and the City of Gardner have executed this Agreement on the dates set forth below.

CITY OF GARDNER, KANSAS

BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS

Todd Winters, Mayor

Mike Kelly, Chairman

Date _____

Date: _____

ATTEST:

Renee Rich, City Clerk

Lynda Sader, Deputy County Clerk

Ryan B. Denk, City Attorney

Scott Abbott, Assistant County Counselor

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution declaring the intent of the city to issue Industrial Revenue Bonds for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily, Phase 2)

Strategic Priority: Promote Economic Development, Quality of Life

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution declaring the intent of the city to issue Industrial Revenue Bonds (IRBs) for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily, Phase 2).

Background/Description of Item:

The City of Gardner received a request for the issuance of Industrial Revenue Bonds (IRBs) for Phase 2 of the New Trails Multifamily Apartment Project (Treadway Apartments). The project will require the issuance of IRBs in the principal amount of not to exceed \$29,000,000 to finance the costs of acquiring the project site and constructing and equipping the multifamily apartment project. New Trails Multifamily, LLC, is requesting a sales tax exemption on construction materials and a property tax abatement of 75% for 10 years.

The proposed multifamily development project is part of a larger 262 acre mixed-use development project (GRATA). Under the city's development agreement with GRATA, the city agreed to consider requests for property tax abatements of 75% on the multifamily portions of the project.

The presentation of the cost benefit analysis and the public hearing regarding the tax abatements occurred earlier at this meeting.

Financial Impact:

The financial impact of the New Trails Multifamily, Phase 2 Apartment Project was detailed during the cost benefit analysis presentation at the public hearing.

Attachments:

- Resolution No. 2142

Suggested Motion:

Adopt Resolution No. 2142, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$29,000,000 for the purpose of financing the acquisition, construction, and equipping of a multifamily apartment project within the city (New Trails Multifamily, Phase 2)

RESOLUTION NO. 2142

A RESOLUTION DECLARING THE INTENT OF THE CITY OF GARDNER, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW) IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$29,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF A MULTIFAMILY APARTMENT PROJECT WITHIN THE CITY (NEW TRAILS MULTIFAMILY, PHASE II).

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

WHEREAS, Treadway Phase II, LLC, a Kansas limited liability company (the “Company”), has requested the City to issue its industrial revenue bonds (taxable under federal law) in the principal amount not to exceed \$29,000,000, to finance the costs of acquiring, constructing, and equipping a multifamily apartment project comprised of approximately 162 units, including land, buildings, improvements, and equipment (the “Project,” as described and depicted on the Treadway Apartments Preliminary Plat and Site Plan, together with all exhibits presented to the public, approved by the City’s Planning Commission on July 26, 2021), generally located at the southeast corner of 175th Street and Interstate 35 within the City, and to lease such Project to the Company, in order to promote, stimulate, and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof, and thereby to further promote, stimulate, and develop the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof;

WHEREAS, subject to the provisions of **Section 3** of this Resolution, the City desires to finance the cost of acquiring, constructing, and equipping the Project by the issuance of industrial revenue bonds (taxable under federal law) pursuant to the Act, said bonds to be payable solely out of the rentals, revenues and receipts derived from the lease of the Project to the Company;

WHEREAS, the issuance of industrial revenue bonds will allow the Company to obtain a sales tax exemption on sales taxes levied by Kansas governmental entities for the purchase of construction materials related to the Project with proceeds of the bonds;

WHEREAS, the Company has also requested that the City consider granting an exemption from ad valorem taxes for the Project in accordance with K.S.A. 79-201a *Second* or *Twenty-Fourth* and has indicated its intent to make payments in lieu of taxes upon terms to be mutually agreed to by the City and the Company;

WHEREAS, the City has caused a cost benefit analysis to be prepared in connection with its consideration of ad valorem property tax abatement on the Project, which cost benefit analysis includes an analysis of the effect on revenues of the State of Kansas;

WHEREAS, on June 3, 2024, the City held a public hearing and provided notice thereof as required by K.S.A. 12-1749c and 12-1749d, as amended; and

WHEREAS, the City finds and determines that it is necessary and desirable in connection with the issuance of the bonds to approve the form of a Payment in Lieu of Tax Agreement (the “PILOT Agreement”) between the City and the Company wherein the Company agrees to make certain payments in lieu of taxes in consideration of the City issuing the bonds and applying for a property tax exemption on the Project;

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

SECTION 1. Subject to the provisions of **Section 3** of this Resolution, it is hereby found and declared that the issuance of industrial revenue bonds (taxable under federal law) in the principal amount not to exceed \$29,000,000 (the “Bonds”) by the City for the purpose of financing the cost of the proposed Project to be leased by the City to the Company will promote, stimulate, and develop the general economic welfare and prosperity of the City and its environs and the health of the citizens thereof as well as further promoting, stimulating, and developing the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof.

SECTION 2. Subject to the provisions of **Section 3** of this Resolution, the Governing Body of the City hereby intends to authorize the issuance of the Bonds pursuant to the Act and all necessary regulatory approvals and upon the conditions more fully set forth in **Section 3** hereof.

SECTION 3. Notwithstanding this Resolution of Intent of the City to issue the Bonds, the issuance of the Bonds is expressly subject to the Second Amended and Restated Development Agreement dated February 21, 2022, by and between the City and Grata Development, LLC, as the same may be amended from time to time, and to presentation, completion, and final approval by the Governing Body of the City of each of the following conditions:

- (a) Satisfactory negotiation and approval of a base lease, lease agreement, trust indenture, bond ordinance, and other documents necessary for the issuance of the Bonds;
- (b) Obtaining all necessary permits and compliance with all necessary regulatory approvals and with City ordinances including, without limitation, the terms and conditions of that certain Treadway Apartments Preliminary Plat and Site Plan, together with all exhibits presented to the public, approved by the City’s Planning Commission on July 26, 2021;
- (c) Successful private placement of the Bonds or other purchase method approved by the City;
- (d) Approval of the Bonds by the City’s Bond Counsel, Kutak Rock LLP, and approval of certain legal matters pertaining to the Bonds by counsel to the Company; and
- (e) Adequate security for the payment of the Bonds.

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

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

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

SECTION 5. The PILOT Agreement is hereby approved in substantially the form on file in the office of the City Clerk, with such corrections or amendments thereto as the Mayor, upon recommendation of Bond Counsel and the City Attorney, may approve as evidenced by his execution thereof. The City intends that pursuant to the provisions of K.S.A. 79-201a *Second* or *Twenty-Fourth*, the Project be exempt from ad valorem property taxes for ten years commencing the year following the year in which the Bonds are issued in accordance with the terms of the PILOT Agreement and this Resolution. Subject to the issuance of the Bonds, proper application for an exemption being made to the Kansas Board of Tax Appeals, and approval of such application by the Kansas Board of Tax Appeals, the City further determines that the Project shall be exempt from such taxes for ten years, commencing in the year after the Bonds are issued, provided any annual payment in lieu of taxes due under the PILOT Agreement has been made and that the further terms and conditions of the PILOT Agreement are met. In making such determination the Governing Body of the City has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Company is responsible for preparing such application and providing the same to the City for its review and submission.

SECTION 6. The Mayor, City Council, City Administrator, Finance Director, Bond Counsel, and City Attorney are hereby directed to take such action as they deem necessary in cooperation with all persons involved with the financing of the Project in order to present the necessary documents to the Governing Body of the City for final action. Such officers and agents are authorized and directed to execute and file with the Kansas Department of Revenue an application for an exemption from sales tax for materials purchased for the Project with the Bond proceeds.

SECTION 7. The City and the Company expect to incur expenses in connection with the acquisition, construction, renovating, equipping, and furnishing of the Project prior to the issuance of the Bonds. The City and the Company reasonably expect to reimburse such expenditures in connection with the Project from the proceeds of the Bonds.

SECTION 8. This Resolution shall take effect and be in full force on the date it is adopted by the Governing Body of the City and signed by the Mayor. This Resolution shall be of no effect and shall be null and void on June 30, 2026, in the event the Bonds have not been issued by such date.

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ADOPTED by the Governing Body of the City of Gardner, Kansas, on June 3, 2024.

CITY OF GARDNER, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

COUNCIL ACTION FORM

NEW BUSINESS AGENDA ITEM NO. 2

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider approving an ordinance levying and assessing special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of improvements in the City of Gardner, Kansas, as authorized by Resolution No. 2140 of the City (Lone Star Prairie Special Benefit District)

Strategic Priority: Promote Economic Development, Quality of Life

Department: Finance

Staff Recommendation:

Staff recommends adopting an ordinance levying and assessing special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of improvements in the City of Gardner, Kansas, as authorized by Resolution No. 2140 of the City (Lone Star Prairie Special Benefit District).

Background/Description of Item:

The developer/property owner for the proposed Lone Star Prairie residential development has petitioned the City for the creation of a Special Benefit District for the construction of a lift station and offsite sanitary sewer improvements.

Lone Star Prairie is a multiphase residential development that will have approximately 188 single-family homes at full build out.

The attached ordinance levies \$1,150,000 for benefit district improvements for the offsite sewer and lift station improvements for the Lone Star Prairie residential development. If construction costs are lower than estimated, the amount of the assessments against the property will be correspondingly reduced. The cost of the improvements will be assessed one-hundred percent (100%) against the improvement district and zero percent (0%) to be paid by the City at large. The proposed term of the improvement district is 20 years.

Attachments:

- Ordinance No. 2799

Suggested Motion:

Adopt Ordinance No. 2799, levying and assessing special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of improvements in the City of Gardner, Kansas, as authorized by Resolution No. 2140 of the City (Lone Star Prairie Special Benefit District)

ORDINANCE NO. 2799

AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF IMPROVEMENTS IN THE CITY OF GARDNER, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 2140 OF THE CITY (LONE STAR PRAIRIE SPECIAL BENEFIT DISTRICT).

WHEREAS, pursuant to Resolution No. 2140 of the City of Gardner, Kansas (the “City”), adopted on May 20, 2024 (the “SBD Resolution”), the Governing Body of the City has authorized the creation of an improvement district and, subject to certain conditions contained in the SBD Resolution, the construction of the following improvements (the “Improvements”):

Construction and installation of an offsite sanitary sewer line and a lift station benefiting the Lone Star Prairie Subdivision within the City, including, without limitation, approximately 2,593 linear feet of sanitary sewer line, approximately 680 linear feet of force main, approximately four (4) manholes, and all related appurtenances;

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements;

WHEREAS, the City has prepared an assessment roll and filed the same with the City Clerk;

WHEREAS, the owners of all property within the improvement district have waived the requirement that the City provide notice of, and hold a public hearing on, the proposed maximum special assessments pursuant to K.S.A. 12-6a09; and

WHEREAS, the owners of all property within the improvement district have consented to the levy of the proposed maximum special assessments as set forth in this Ordinance;

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.* and the terms and conditions of the SBD Resolution, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefor as described on *Exhibit A* to this Ordinance, which is incorporated herein by reference, and in the maximum amounts set forth on *Exhibit A* following the description of each lot, piece or parcel of land. As reflected in Section 1(d) of the SBD Resolution, and notwithstanding that the special assessments may initially be levied in an aggregate amount against the single parcel of property described on *Exhibit A*, this aggregate amount shall be reallocated equally on a per lot basis against the platted residential lots within the improvement district (estimated total of 188 lots), as and when such residential lots are platted, excluding those areas dedicated as public right of way, public parks, storm water retention or

detention areas, association common areas, publicly owned easements or similar areas not containing residences (or in such other equitable manner as the owners of such property agree to in writing, with the consent of the City). If the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on *Exhibit A*, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements.

SECTION 2. Subject to Section 1 hereof, the amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance and completion of construction of the Improvements. Unless waived, the City Clerk shall notify the owners of the affected properties of the maximum amounts of their assessments and that, unless the assessments are paid by any applicable prepayment date determined by the Governing Body of the City following the completion of construction of the Improvements, bonds will be issued therefor and such assessments will be levied concurrently with general taxes and be payable in twenty (20) annual installments.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of twenty (20) years, all of the assessments which have not been paid by any prepayment date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the State of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Johnson County, Kansas.

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PASSED by the Governing Body of the City of Gardner, Kansas, and approved by the Mayor on June 3, 2024.

CITY OF GARDNER, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

EXHIBIT A

LONE STAR PRAIRIE SBD

**DESCRIPTION OF
PROPERTY SUBJECT
TO ASSESSMENT**

**MAXIMUM
AMOUNT OF
ASSESSMENT**

All that part of the Northeast Quarter of Section 28, Township 14, Range 22, Johnson County, Kansas, described as follows:

\$1,150,000

Commencing at the Northwest corner of the Northeast Quarter of said Section 28; thence South 89 degrees 44 minutes 32 seconds East, along the North line of the Northeast Quarter of said Section 28, a distance of 1845.67 feet to the point of beginning; thence continuing South 89 degrees 44 minutes 32 seconds East, along the North line of the Northeast Quarter of said Section 28, a distance of 757.21 feet, to the Northeast corner of the Northeast Quarter of said Section 28; thence South 0 degrees 10 minutes 11 seconds East, along the East line of the Northeast Quarter of said Section 28, a distance of 2623.41 feet, to the Southeast corner of the Northeast Quarter of said Section 28; thence North 89 degrees 50 minutes 28 seconds West along the South line of the Northeast Quarter of said Section 28, a distance of 824.40 feet; thence North 0 degrees 48 minutes 10 seconds East, a distance of 2204.42 feet; thence South 89 degrees 44 minutes 32 seconds East, parallel to the North line of the Northeast Quarter of said Section 28, a distance of 29.78 feet; thence North 0 degrees 10 minutes 11 seconds West, a distance of 420.42 feet to the point of beginning, except that part in streets and roads.

Subject to easements and restrictions of record.

Containing Johnson County tax parcel number R185778.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting an ordinance amending Ordinance No. 2687 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One Offsite Sanitary Sewer and 167th Street Special Benefit District on certain lots, pieces, and parcels of land in the City.

Strategic Priority: Promote Economic Development, Quality of Life

Department: Finance

Staff Recommendation:

Staff recommends adopting an ordinance amending Ordinance No. 2687 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One Offsite Sanitary Sewer and 167th Street Special Benefit District on certain lots, pieces, and parcels of land in the City.

Background/Description of Item:

On December, 21, 2020, the City Council adopted Ordinance No. 2687, an ordinance levying and assessing maximum special assessments to pay the costs of the offsite sewer and 167th St. improvements for the Hilltop Ridge residential development. The improvements have been completed and final costs are now known.

The proposed ordinance would amend Ordinance No. 2687 to finalize the special assessments based upon the final cost of the improvements. The City plans to issue General Obligation Bonds this summer to provide permanent financing for the improvements.

To help mitigate risk to the City, the developer has provided an irrevocable letter of credit in the amount of \$190,000. The letter of credit will expire after the completion of residences on the 31 lots within the Hilltop Ridge First Plat.

Financial Impact:

The final cost of the improvements for the improvement district is \$1,010,000. The cost of the improvements will be assessed one-hundred percent (100%) against the improvement district and zero percent (0%) to be paid by the City at large. The proposed term of the improvement district is 20 years.

Attachments:

- Ordinance No. 2800

Suggested Motion:

Adopt Ordinance No. 2800, an ordinance amending Ordinance No. 2687 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One Offsite Sanitary Sewer and 167th Street Special Benefit District on certain lots, pieces, and parcels of land in the City.

ORDINANCE NO. 2800

AN ORDINANCE AMENDING ORDINANCE NO. 2687 OF THE CITY OF GARDNER, KANSAS, AND ASSESSING THE FINAL COSTS OF THE IMPROVEMENTS FOR THE HILLTOP RIDGE PHASE ONE OFFSITE SANITARY SEWER AND 167TH STREET SPECIAL BENEFIT DISTRICT ON CERTAIN LOTS, PIECES, AND PARCELS OF LAND IN THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.* and Resolution No. 2065, adopted by the Governing Body of the City of Gardner, Kansas (the “City”), on October 19, 2020, the City established the Hilltop Ridge Phase One Offsite Sanitary Sewer and 167th Street Special Benefit District (the “District”) to finance certain street and sanitary sewer improvements (the “Improvements”);

WHEREAS, pursuant to Ordinance No. 2687 of the City, passed on December 21, 2020, the Governing Body determined the maximum amount of assessments to be levied against the lots, pieces, and parcels of land in the District based upon estimated costs of the Improvements;

WHEREAS, pursuant to Ordinance No. 2767, passed on April 17, 2023, the Governing Body modified the method of assessment described in Resolution No. 2065 and modified the date for property owners within the District to prepay the assessments;

WHEREAS, construction of the Improvements has been completed, and the final costs of the Improvements, together with costs of financing and interest during construction, are \$1,010,000; and

WHEREAS, the Governing Body finds it necessary and desirable to finalize the amount of the assessments against the properties within the District and to further amend Ordinance No. 2687 to amend the Prepayment Date (as defined therein);

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

Section 1. Section 2 of Ordinance No. 2687 is hereby deleted in its entirety and replaced with the following:

Section 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and, unless waived, the City Clerk shall notify the owners of the affected properties of the maximum amounts of their assessments, that unless the assessments are paid by July 5, 2024 (the “Prepayment Date”), bonds will be issued therefor and such assessments will be levied concurrently with general taxes and be payable in twenty (20) annual installments.

Section 2. *Exhibit A* to Ordinance No. 2687 is hereby deleted in its entirety and replaced with *Exhibit A* attached to this Ordinance.

Section 3. Except as provided in Sections 1 and 2 to this Ordinance, all other terms and provisions of Ordinance No. 2687, as amended by Ordinance No. 2767, shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized and directed to mail a notice of final assessment and notice of the prepayment period to the owners of the property in the District described on *Exhibit A* to this Ordinance which is incorporated herein by reference. The Finance Director, City Clerk, and other employees and representatives of the City are hereby authorized and directed to take such additional action as may be required to assess the final costs of the Improvements against the properties in the District as described in this Ordinance.

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

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PASSED by the City Council of the City of Gardner, Kansas, on June 3, 2024.

SIGNED by the Mayor of the City of Gardner on June 3, 2024.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

EXHIBIT A TO FINAL ASSESSMENT ORDINANCE
(HILLTOP RIDGE PHASE ONE
OFFSITE SANITARY SEWER AND 167TH STREET SBD)

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL ASSESSMENT
Lot 1 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 2 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 3 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 4 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 5 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 6 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 7 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 8 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 9 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 10 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 11 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 12 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL ASSESSMENT
Lot 13 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 14 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 15 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 16 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 17 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 18 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 19 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 20 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 21 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 22 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 23 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 24 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 25 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 26 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL ASSESSMENT
Lot 27 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 28 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 29 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 30 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 31 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
Lot 32 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$6,733.33
All that part of the West Half of the Northwest Quarter of Section 22, Township 14 South, Range 22 East, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence North 88 degrees 16 minutes 55 seconds East, along the North line of the Northwest Quarter of said Section 22, a distance of 652.13 feet to the point of beginning; thence South 1 degree 43 minutes 05 seconds East, a distance of 142.44 feet; thence South 54 degrees 07 minutes 26 seconds West, a distance of 247.56 feet; thence South 17 degrees 40 minutes 26 seconds West, a distance of 899.98 feet; thence South 25 degrees 28 minutes 37 seconds West, a distance of 300.35 feet to a point on the West line of the Northwest Quarter of said Section 22; thence South 2 degrees 10 minutes 37 seconds East, along the West line of the Northwest Quarter of said Section 22, a distance of 1271.06 feet to the Southwest corner of the Northwest Quarter of said Section 22; thence North 88 degrees 16 minutes 13 seconds East, along the South line of the Northwest Quarter of said Section 22, a distance of 1329.32 feet to the Southeast corner of the West half of the Northwest Quarter of said Section 22; thence North 2 degrees 22 minutes 27 seconds West, along the East line of the West Half of the Northwest Quarter of said Section 22, a distance of 2668.43 feet to the Northeast corner of the West Half of the Northwest Quarter of said Section 22; thence South 88 degrees 16 minutes 55 seconds West, along the North line of the Northwest Quarter of said Section 22, a distance	\$794,533.44

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT

of 668.00 feet to the point of beginning, containing 71.15 acres, more or less.

Less and except:

All that part of Tract "B", as shown on Survey recorded in Book 201910, Page 002932, in the Office of the Register of Deeds, Johnson County, Kansas, lying in the West Half of the Northwest Quarter of Section 22, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence North $88^{\circ}16'55''$ East, along the North line of said Northwest Quarter, a distance of 652.13 feet to the Point of Beginning; thence continuing North $88^{\circ}16'55''$ East, along said North line, a distance of 668.00 feet to the Northeast corner of the West Half of the Northwest Quarter of said Section 22; thence South $02^{\circ}22'27''$ East, along the East line of West Half of the Northwest Quarter of said Section 22, a distance of 934.42 feet; thence departing said East line, South $87^{\circ}37'33''$ West a distance of 262.67 feet; thence North $25^{\circ}44'33''$ West a distance of 53.00 feet; thence South $87^{\circ}37'33''$ West a distance of 150.22 feet; thence northerly along a non-tangent curve to the right having a radius of 275.00 feet, and a chord which bears North $12^{\circ}02'46''$ West, 21.95 feet, for an arc length of 21.96 feet; thence South $80^{\circ}14'29''$ West a distance of 193.89 feet; thence North $02^{\circ}22'27''$ West a distance of 86.70 feet; thence North $18^{\circ}41'48''$ West a distance of 75.02 feet; thence South $87^{\circ}37'33''$ West a distance of 218.92 feet; thence North $72^{\circ}19'34''$ West a distance of 163.08 feet to a point on the East line of Tract "A", as shown on said recorded Survey; thence along said East line, the following three courses: thence North $17^{\circ}40'26''$ East a distance of 429.01 feet; thence North $54^{\circ}07'26''$ East a distance of 247.56 feet; thence North $01^{\circ}43'05''$ West a distance of 142.44 feet to the Point of Beginning, containing 744,036 square feet, or 17.081 acres, more or less.

County Tax Parcel ID: CF221422-1003

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 4

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting an ordinance amending Ordinance No. 2688 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One First Plat Internal Improvements Special Benefit District on certain lots, pieces, and parcels of land in the City.

Strategic Priority: Promote Economic Development, Quality of Life

Department: Finance

Staff Recommendation:

Staff recommends adopting an ordinance amending Ordinance No. 2688 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One First Plat Internal Improvements Special Benefit District on certain lots, pieces, and parcels of land in the City.

Background/Description of Item:

On December, 21, 2020, the City Council adopted Ordinance No. 2688, an ordinance levying and assessing maximum special assessments to pay the costs of the first plat internal improvements for the Hilltop Ridge residential development. The improvements have been completed and final costs are now known.

The proposed ordinance would amend Ordinance No. 2688 to finalize the special assessments based upon the final cost of the improvements. The City plans to issue General Obligation Bonds this summer to provide permanent financing for the improvements.

To help mitigate risk to the City, the developer has provided an irrevocable letter of credit in the amount of \$190,000. The letter of credit will expire after the completion of residences on the 31 lots within the Hilltop Ridge First Plat.

Financial Impact:

The final cost of the improvements for the improvement district is \$535,000. The cost of the improvements will be assessed one-hundred percent (100%) against the improvement district and zero percent (0%) to be paid by the City at large. The proposed term of the improvement district is 20 years.

Attachments:

- Ordinance No. 2801

Suggested Motion:

Adopt Ordinance No. 2801, an ordinance amending Ordinance No. 2688 of the City of Gardner, Kansas, and assessing the final costs of the improvements for the Hilltop Ridge Phase One First Plat Internal Improvements Special Benefit District on certain lots, pieces, and parcels of land in the City.

ORDINANCE NO. 2801

AN ORDINANCE AMENDING ORDINANCE NO. 2688 OF THE CITY OF GARDNER, KANSAS, AND ASSESSING THE FINAL COSTS OF THE IMPROVEMENTS FOR THE HILLTOP RIDGE PHASE ONE FIRST PLAT INTERNAL IMPROVEMENTS SPECIAL BENEFIT DISTRICT ON CERTAIN LOTS, PIECES, AND PARCELS OF LAND IN THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.* and Resolution No. 2066, adopted by the Governing Body of the City of Gardner, Kansas (the “City”), on October 19, 2020, the City established the Hilltop Ridge Phase One First Plat Internal Improvements Special Benefit District (the “District”) to finance certain storm and sanitary sewer improvements (the “Improvements”);

WHEREAS, pursuant to Ordinance No. 2688 of the City, passed on December 21, 2020, the Governing Body determined the maximum amount of assessments to be levied against the lots, pieces, and parcels of land in the District based upon estimated costs of the Improvements;

WHEREAS, pursuant to Ordinance No. 2768, passed on April 17, 2023, the Governing Body modified the description of the Improvements, maximum amount of assessments, and the method of assessment, each as described in Resolution No. 2066, and modified the date for property owners within the District to prepay the assessments;

WHEREAS, construction of the Improvements has been completed, and the final costs of the Improvements, together with costs of financing and interest during construction, are \$535,000; and

WHEREAS, the Governing Body finds it necessary and desirable to finalize the amount of the assessments against the properties within the District and to further amend Ordinance No. 2688 to amend the Prepayment Date (as defined therein);

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

Section 1. Section 2 of Ordinance No. 2688 is hereby deleted in its entirety and replaced with the following:

Section 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and, unless waived, the City Clerk shall notify the owners of the affected properties of the maximum amounts of their assessments, that unless the assessments are paid by July 5, 2024 (the “Prepayment Date”), bonds will be issued therefor and such assessments will be levied concurrently with general taxes and be payable in twenty (20) annual installments.

Section 2. *Exhibit A* to Ordinance No. 2688 is hereby deleted in its entirety and replaced with *Exhibit A* attached to this Ordinance.

Section 3. Except as provided in Sections 1 and 2 to this Ordinance, all other terms and provisions of Ordinance No. 2688, as amended by Ordinance No. 2768, shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized and directed to mail a notice of final assessment and notice of the prepayment period to the owners of the property in the District described on *Exhibit A* to this Ordinance which is incorporated herein by reference. The Finance Director, City Clerk, and other employees and representatives of the City are hereby authorized and directed to take such additional action as may be required to assess the final costs of the Improvements against the properties in the District as described in this Ordinance.

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

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PASSED by the City Council of the City of Gardner, Kansas, on June 3, 2024.

SIGNED by the Mayor of the City of Gardner on June 3, 2024.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

EXHIBIT A TO FINAL ASSESSMENT ORDINANCE
(HILLTOP RIDGE PHASE ONE
FIRST PLAT INTERNAL IMPROVEMENTS SBD)

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL ASSESSMENT
Lot 1 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 2 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 3 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 4 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 5 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 6 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 7 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 8 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 9 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 10 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 11 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 12 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL ASSESSMENT
Lot 13 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 14 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 15 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 16 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 17 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 18 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 19 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 20 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 21 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 22 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 23 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 24 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 25 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 26 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75

DESCRIPTION OF PROPERTY SUBJECT TO ASSESSMENT	FINAL ASSESSMENT
Lot 27 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 28 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 29 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 30 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 31 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75
Lot 32 in HILLTOP RIDGE – 1ST PLAT, a subdivision in the City of Gardner, Johnson County, Kansas	\$16,718.75

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 5

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider an ordinance of the City of Gardner, Kansas amending Section 2.10.010 of the Gardner Municipal Code relating to the Governing Body

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Adopt an ordinance amending Section 2.10.010 of the Gardner Municipal Code to establish a method for setting compensation for the Governing Body.

Background/Description of Item:

Staff evaluates the pay structure for employees on an annual basis. The annual compensation for members of the Governing Body has not traditionally been part of that review and it's now been 10 years since an adjustment in members' compensation has been made.

The proposed ordinance amends the Gardner Municipal Code to provide a method for setting compensation for the Governing Body. Compensation for the Governing Body will be established by resolution.

Attachments:

- Ordinance No. 2802

Suggested Motion:

Adopt Ordinance No. 2802, an ordinance amending Section 2.10.10 of the Gardner Municipal Code relating to the Governing Body.

ORDINANCE NO. 2802

AN ORDINANCE OF THE CITY OF GARDNER, KANSAS AMENDING SECTION 2.10.010 OF THE GARDNER MUNICIPAL CODE RELATING TO THE GOVERNING BODY.

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

SECTION ONE: Section 2.10.010 is amended to read as follows:

2.10.010 Governing Body.

The Mayor and five Councilmembers shall constitute the Governing Body of the City and shall be elected at-large for four-year terms or until their successors are qualified. Compensation for members of the Governing Body shall be established by resolution. (Ord. 2802 § 1; Ord. 2455 § 2; C.O. No. 19 § 3, Ord. 2046 § 201. Code 1990 § 1-201)

SECTION TWO: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION THREE: This Ordinance shall take effect and be in force after its passage by the City Council and publication in the official City Newspaper.

PASSED by the City Council on this ____ day of June, 2024.

SIGNED by the Mayor on this _____ day of June, 2024.

Mayor, Todd Winters

ATTEST:

City Clerk, Renee Rich

Approved as to form:

City Attorney, Ryan B. Denk

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 6

MEETING DATE: JUNE 3, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider a resolution establishing compensation for the Governing Body pursuant to Gardner Municipal Code Section 2.10.010

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Adopt a resolution establishing compensation for the Governing Body pursuant to Gardner Municipal Code Section 2.10.010.

Background/Description of Item:

Staff evaluates the pay structure for employees on an annual basis. The annual compensation for members of the Governing Body has not traditionally been part of that review and it's now been 10 years since an adjustment in members' compensation has been made.

Based on a review of annual compensation for governing body members in other Johnson County cities, excluding outliers in Prairie Village and Edgerton, an increase for the Mayor and members of the City Council is warranted. The recommended annual compensation was primarily based on the population of other Johnson County cities, putting Gardner's compensation structure in line with those cities. The compensation for members of the City Council was established at 40% of the Mayor's annual pay.

The proposed resolution establishes the proposed compensation for the Governing Body.

Financial Impact:

The annual budgetary impact is \$17,324.88.

Attachments:

- Johnson County Pay Comparison
- Resolution No. 2143

Suggested Motion:

Adopt Resolution No. 2143, a resolution establishing compensation for the Governing Body pursuant to Gardner Municipal Code Section 2.10.010.

City	Council Pay/yr	Mayor Pay/yr	Population	Since
Overland Park	\$ 12,800.00	\$ 32,000.00	197,730	2020
Olathe	\$ 20,888.93	\$38,787.88	149,657	2024
Shawnee	\$ 9,615.32	\$ 16,271.58	70,957	2024
Lenexa	\$ 12,457.32	\$ 24,918.92	59,687	
Leawood	\$ 11,350.00	\$ 25,000.00	33,538	2018
Gardner	\$ 3,836.40	\$ 8,493.12	24,995	2014
Proposal	\$ 6,000.00	\$ 15,000.00		
Prairie Village	\$ 300.00	\$ 300.00	22,933	2006
Merriam	\$ 5,979.00	\$ 13,188.00	10,813	2024
Spring Hill	\$ 3,000.00	\$ 5,000.00	10,381	2023
Mission	\$ 4,452.00	\$ 12,720.00	9,679	2024
Bonner Springs	\$ 1,020.00	\$ 3,000.00	7,511	2024
DeSoto	\$75 per mtg	\$ 18,000.00	6,809	2023
Roeland Park	\$ 5,100.00	\$ 6,120.00	6,676	
Fairway	\$ 1,800.00	\$ 3,600.00	4,170	
Mission Hills	\$1	\$ 1.00	3,515	
Westwood	\$ 3,000.00	\$ 8,400.00	1,724	
Edgerton	\$25 per mtg	\$ 90,000.00	1,713	2022
Lake Quivira	\$2.00	\$2.00	1,013	2018

RESOLUTION NO. 2143

A RESOLUTION ESTABLISHING COMPENSATION FOR THE GOVERNING BODY PURSUANT TO GARDNER MUNICIPAL CODE SECTION 2.10.010.

WHEREAS, Gardner Municipal Code Section 2.10.010, as amended, provides that compensation for members of the Governing Body of the City shall be established by resolution;

WHEREAS, the Governing Body by this Resolution amends the compensation that members of the Governing Body are to receive;

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

SECTION ONE: The Mayor shall receive annual compensation in the amount of \$15,000. Each member of the City Council shall receive annual compensation in the amount of \$6,000. Such compensation shall be paid in monthly installments.

SECTION TWO: EFFECTIVE DATE. This Resolution shall take effect following adoption of this resolution and following adoption and publication of Ordinance No. 2802. The monthly compensation identified in Section One shall commence upon the effective date.

ADOPTED by the City Council on this ____ day of June, 2024.

SIGNED by the Mayor on this _____ day of June, 2024.

Mayor, Todd Winters

ATTEST:

City Clerk, Renee Rich

Approved as to form:

City Attorney, Ryan B. Denk