



# AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas  
Monday, August 4, 2025, 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 August 4, 2025 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov).

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

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**PRESENTATIONS**  
**PUBLIC HEARINGS**  
**PUBLIC COMMENTS**

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

**CONSENT AGENDA**

1. Standing approval of the minutes as written for the regular meeting on July 21, 2025 and special meeting on July 25, 2025.
2. Standing approval of City expenditures prepared July 17, 2025 in the amount of \$874,701.47 and July 24, 2025 in the amount of \$790,604.67.
3. Consider accepting a grant from Johnson County for the spillway repair at Gardner Lake.
4. Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors.
5. Consider authorizing the execution of an agreement with Insight Global, LLC for executive recruitment services for the Utilities Director position.

**PLANNING & ZONING CONSENT AGENDA**

1. Consider accepting the dedication of right-of-way and easements on the final plat for Tuscan Farm 2<sup>nd</sup> Plat.

**COMMITTEE RECOMMENDATIONS**

**OLD BUSINESS**

**NEW BUSINESS**

1. Consider adopting a resolution amending a certain schedule of fees and charges as allowed in Title 2 of the Gardner Municipal Code.
2. Consider authorizing the City Administrator to execute a purchase agreement for the sale of land for Evergy Emerald Substation Project.
3. Consider a recommendation to purchase Steel for Substation 4 CIP Project EL4005.
4. Consider adopting a resolution approving the execution and delivery of a development agreement for a development project within the City (Clare Crossing)

**COUNCIL UPDATES** – Oral presentation unless otherwise noted

**EXECUTIVE SESSION**

**ADJOURNMENT**



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

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

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July 21, 2025

The City Council of the City of Gardner, Kansas met in regular session on July 21, 2025, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Steve Shute, Mark Wiehn and Steve McNeer. City staff present were City Administrator Jim Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

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

### **PLEDGE OF ALLEGIANCE**

Mayor Winters led those present in the Pledge of Allegiance.

### **PRESENTATIONS**

#### **PUBLIC HEARINGS**

#### **1. Hold a public hearing in connection with the adoption of an amended and restated development plan for a reinvestment housing incentive district in the City of Gardner, Kansas (Grand Street Reinvestment Housing Incentive District)**

Councilmember Shute made a motion to open a public hearing for the purpose of receiving comments in connection with the adoption of an amended and restated development plan for a reinvestment housing incentive district in the City of Gardner, Kansas (Grand Street Reinvestment Housing Incentive District)

Councilmember McNeer Seconded.

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

Tom Kaleko from Baker Tilly discussed the revised Feasibility Study. This reinvestment housing incentive district (RHID) was created in 2023. There is a proposed change to the RHID. The Senior Townhomes increased and the Senior Assisted Living Multi-Family homes were removed. The RHID works by capturing the incremental increase in value that's created and corresponding taxes and redirects it to pay for eligible project costs. The forecasted revenues will be sufficient with some developer contribution to fund the \$6.6M in public infrastructure that would be paid for by this RHID. support the plan. This is a pay-as-you-go incentive which means the developer bears the risk.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Deaton Seconded.

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

### **PUBLIC COMMENT**

Dale MacKinney, 380 N Pine St., Pastor at Gardner Faith Chapel. Faith Chapel is contemplating some development for their property. Excise Tax for the property is over \$33,000 and as a small congregation, it is a large amount. They would like to see if there are other options for their excise tax due to plat their property.

Allan Flesburg, 520 Parma Way, brings awareness of the discharge of fireworks on public property especially at the Gardner Municipal Airport. This has been brought up to the Airport Board to give notice of bringing this item to council. On July 4, 2024, we flew to Wichita to be gone during the time the majority of the noise and smoke was in the air. When we returned to the area, there were a lot of fireworks being discharged near the airport and also near New Century airport at the new apartments to the south that are inside city limits. The next day, I went to the Gardner Airport and found debris in front of the open hanger near one of the glider club aircraft. There was also debris near the main terminal not more than 50 or 60 feet from the fuel pumps. This year I went to the airport on July 5, and learned airport staff had already cleaned up debris which took about an hour. Based on photos, the last two years indicate fireworks being discharged on airport property. He would like some resolution notifying people fireworks are prohibited on airport property, including putting up signs or having patrol cars drive by.

**CONSENT AGENDA**

1. **Standing approval of the minutes as written for the regular meeting on July 7, 2025.**
2. **Standing approval of City expenditures prepared July 2, 2025 in the amount of \$584,825.03; July 3, 2025 in the amount of \$12,500.00; and July 10, 2025 in the amount of \$1,141,284.04.**
3. **Consider the recommendation to award a professional services contract for HPI Energy to provide technical support and services.**
4. **Consider accepting a permanent sanitary sewer easement for Villas on Grand 1st Plat.**
5. **Consider accepting a permanent sanitary sewer easement for Prairie Trace Estates 3rd Plat.**
6. **Consider accepting a permanent drainage easement for Prairie Trace Meadows 3rd Plat.**

Councilmember McNeer made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

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

**PLANNING & ZONING CONSENT AGENDA  
COMMITTEE RECOMMENDATIONS**

1. **Consider approving a conditional use permit for Tad's Shaved Ice at 314 E Main Street.**

Deputy Community Development Director Brewster said this business has been in Gardner for a number of years and is requesting a conditional use permit to continue to operate in their current location. In 2022, the governing body amended the regulations for food and beverage mobile uses to differentiate between food trucks that are temporary or semi-permanent or permanent. Food trucks that connect to utilities or do not move from the site when they are not operating are semi-permanent or permanent. A number of conditions are included and recommended by staff and Planning Commission. No one spoke at Planning Commission other than the owner. This conditional use permit would be for five years. They would also be required to get a Temporary Use Permit every year.

Councilmember Shute made a motion to adopt Ordinance No. 2843 approving conditional use permit 25-305-04 as recommended by the Planning Commission.

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2843.

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

2. **Consider approving a conditional use permit for Tokyo Hibachi at 435 E Main Street.**

Deputy Community Development Director Brewster said this is similar to the last application. They are a semi-permanent food truck and are moving across the street from their current location. They did not have a conditional use prior to this because they have been in their current site prior to the regulations going into effect. No one spoke at the public hearing regarding this application. There are conditions included in the ordinance.

Councilmember Baldwin made a motion to adopt Ordinance No. 2844 approving conditional use permit 25-305-02 as recommended by the Planning Commission.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2844.

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

**OLD BUSINESS**  
**NEW BUSINESS**

**1. Consider adopting an ordinance of the City of Gardner, Kansas, adopting an amended and restated reinvestment housing incentive district development plan (Grand Street Reinvestment Housing Incentive District).**

Finance Director Wolff said this is related to the public hearing held tonight. The developer desires to modify the residential project to be constructed in the southeast part of the district described in the original development plan by replacing the 90 assisted living senior apartments with approximately 42 more senior living townhomes. The amended and restated development agreement will be coming back to council in August.

Community Development Director Knopick explained the terminology with the RHID is different than the planning and zoning requirements. The proposed changes are also on the agenda for the next planning commission and will be considered as part of the revised preliminary development plan process. The revised preliminary development plan is part of the zoning. The development plan is specifically in regard to the RHID and the financial elements of the project.

Councilmember Shute asks about the motivation from changing the density and removing the assisted living as there is a critical need in this community. And, are the new apartments going to be market rate?

Mike Brock with Grand Street said it was changed due to reaching out to multiple retirement assisted living companies and all said Gardner is not ready for a project like this. There has been a lot of interest in the townhomes. The thought is maybe in the Senior apartment building, assisted living could be incorporated on one of the floors later. There was also a concern about local staffing. Shute asks if there would be enough flexibility to add it in the future. Brock is hopeful that in phase 3, there may be a possibility of creating another building to include assisted living, a memory care wing and some senior apartments. With inflation and the market, there's a chance the townhomes may be starting in the 400s. Councilmember McNeer and the developer had a conversation today and asks the developer to share about the amenity packages. Brock said there are around \$5M in amenities planned and that is what makes the RHID so important to the development, without it we wouldn't be able to put those amenities in. Discussion continued about the changes and outcome if this does not pass. This entire development is geared towards senior living. If this doesn't pass, the developer confirmed the project would not continue.

Councilmember Baldwin made a motion to adopt Ordinance No. 2845, an ordinance of the City of Gardner, Kansas, approving an amended and restated reinvestment housing incentive district development plan (Grand Street Reinvestment Housing Incentive District).

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2845.

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

**COUNCIL UPDATES**

Chief Waldeck said last week the PD entered into a commitment with the Kansas Law Enforcement Accreditation Program. It takes approximately three years to become accredited. It ensures we are following best practices and that our policies are in line with the best practices across the state and country. Councilmember Baldwin asks if there is anything that may be unique in our area that could cause us to become unaccredited. Chief says that there are standard opt-outs.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY**

**CITY OF GARDNER, KANSAS**

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Community Development Director Knopick said Planning Commission is on Monday, July 28 at 7:00 pm.

City Administrator Pruetting recommends a pre-app meeting with Faith Chapel to discuss what they are wanting to do. Met with The Retail Coach and looked at some developments. There will be a list of wants so they can develop a marketing plan and start recruiting.

Councilmember Shute appreciates the robust discussion. He feels Gardner is losing a part of its character in the long term due to a demographics shift. Maybe it is just catching up to the rest of the country. A lot of it is at the county level and the regional government wanting to spend. Thanks to Utilities for quickly addressing the leaning power pole.

Councilmember Wiehn thanks Mr. Flesburg for sharing his concerns and the fireworks committee will discuss and see what we can do. Also, thanks to Parks and Utilities for having the greenway back open.

Councilmember McNeer thanks staff for keeping the power on. Public Works did a great job responding to 9.5 inches of rain.

Councilmember Deaton thanks Mr. Flesburg for sharing about fireworks at the airport. Like the idea of signs and getting the good neighbor group involved.

Councilmember Baldwin said the good neighbor program can get some information out but asked if PD could put barriers up to close the airport to non-tenants. Chief said some patrol could definitely be added. Wants everyone to realize that the town is still great, it is not based on the size, but on the people. The people are not replaceable, but people will move in and out as best for them. As a reminder 86% of every tax dollar has nothing to do with this group.

**ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember McNeer and seconded by Councilmember Deaton the meeting adjourned at 8:15 pm.

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City Clerk

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

July 25, 2025

The City Council of the City of Gardner, Kansas met in special session on July 25, 2025, at 6:00 p.m. via Zoom, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn and Steve McNeer. Steve Shute was absent. City staff present were City Administrator Jim Pruetting, City Clerk Renee Rich, IT Manager Charles Smith. One member of the public joined on the Zoom call.

Notice of meeting was sent out via Constant Contact and Textcaster as well as posted on the city's website.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 6:03 p.m.

### **NEW BUSINESS**

#### **1. Consider authorizing the City Administrator to execute a contract with GFI Digital, Inc. for the purchase of IT switches.**

IT Manager Charles Smith said this has been included as part of the 2025 revised budget. The vendor called last-minute to notify of an end-of-fiscal year inventory reduction sale. This would be a significant savings over the original estimated cost and the price was not guaranteed past today.

Councilmember Baldwin made a motion to authorize the City Administrator to execute a contract with GFI Digital, Inc. to purchase IT switches in the amount of \$162,165.84.

Councilmember Deaton Seconded.

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

### **ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember McNeer and seconded by Councilmember Deaton the meeting adjourned at 6:07 pm.

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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
0005240 6026	00	A PLUS LAWN CARE 002875	00	07/17/2025	001-2110-421.47-56	NUISANCE MOWING	EFT:	275.00
						VENDOR TOTAL *	.00	275.00
0005345 1508822	00	ACE IMAGEWEAR 002897	00	07/17/2025	605-3116-431.31-15	RAG SERVICE	EFT:	55.00
						VENDOR TOTAL *	.00	55.00
0004340 102084 102301	00	ALL CITY MANAGEMENT SERVICES INC PI0289 008782 00 PI0298 008782 00	00	06/17/2025 07/01/2025	001-2110-421.31-15 001-2110-421.31-15	SCHOOL CROSSING GUARD SCHOOL CROSSING GUARD	EFT: EFT:	867.38 783.44
						VENDOR TOTAL *	.00	1,650.82
0004642 014347	00	ALLIED POWER GROUP, LLC PI0290 008852 00	00	06/28/2025	501-4140-441.62-14	UNIT 2 MAJOR INSPEC & UPG	EFT:	38,250.00
						VENDOR TOTAL *	.00	38,250.00
0005546 25-2465	00	APEX ENGINEERS, INC 002881	00	07/17/2025	531-4340-443.61-03	SOIL SAMPLING - UTILITIES	EFT:	2,035.00
						VENDOR TOTAL *	.00	2,035.00
0004876 5664952 5665079	00	ARTHUR GALLAGHER RISK MANAGEMENT PI0303 008898 00 PI0304 008899 00	00	07/02/2025 07/01/2025	601-1230-412.45-02 601-1230-412.45-02	2025-2026 POWERPLANT INS 2025-2026 CYBER LIABILITY	EFT: EFT:	514,482.55 20,066.03
						VENDOR TOTAL *	.00	534,548.58
0000250 159084	00	ASPHALT SALES COMPANY 002896	00	07/17/2025	117-3120-431.43-06	ASPHALT	EFT:	596.90
						VENDOR TOTAL *	.00	596.90
0004860 07082025	00	AT&T MOBILITY 002897	00	07/17/2025	001-2110-421.40-03	DEPT CELL PHONES	2,241.63	
						VENDOR TOTAL *	2,241.63	
0005418 BTMA33545	00	BAKER TILLY MUNICIPAL ADVISORS, LLC PI0293 008892 00	00	06/26/2025	001-1130-411.31-15	ECO DEV ADVISORY SERVICES	EFT:	7,500.00
						VENDOR TOTAL *	.00	7,500.00
0004994 A032666 A032666 A032666 A032666 A032666 A032666 A032666 A032666 A032666 A032666 A032666 A032666	00	BENEFITS DIRECT 006278 006277 006279 006280 006282 006283 006285 006287 006288 006289 006290	00	07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025 07/17/2025	001-1120-411.21-01 001-1140-411.31-15 001-1140-411.21-01 001-1150-411.21-01 001-1305-413.21-01 001-1310-413.21-01 001-1330-413.21-01 001-2110-421.21-01 001-2120-421.21-01 001-2130-421.21-01 001-3110-431.21-01	MONTHLY BILLING MONTHLY BILLING	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	64.60 432.50 31.38 14.46 16.92 55.06 28.92 50.14 318.30 10.16 14.46

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
0004994	00	BENEFITS DIRECT						
A032666	006292		00	07/17/2025	001-3120-431.21-01	MONTHLY BILLING	EFT:	74.44
A032666	006293		00	07/17/2025	001-3130-431.21-01	MONTHLY BILLING	EFT:	73.86
A032666	006303		00	07/17/2025	001-6105-461.21-01	MONTHLY BILLING	EFT:	47.85
A032666	006304		00	07/17/2025	001-6120-461.21-01	MONTHLY BILLING	EFT:	73.82
A032666	006305		00	07/17/2025	001-7110-471.21-01	MONTHLY BILLING	EFT:	81.52
A032666	006306		00	07/17/2025	001-7120-471.21-01	MONTHLY BILLING	EFT:	23.68
A032666	006295		00	07/17/2025	501-4110-441.21-01	MONTHLY BILLING	EFT:	52.60
A032666	006296		00	07/17/2025	501-4120-441.21-01	MONTHLY BILLING	EFT:	38.14
A032666	006297		00	07/17/2025	501-4130-441.21-01	MONTHLY BILLING	EFT:	106.14
A032666	006298		00	07/17/2025	521-4210-442.21-01	MONTHLY BILLING	EFT:	6.76
A032666	006299		00	07/17/2025	521-4220-442.21-01	MONTHLY BILLING	EFT:	71.36
A032666	006300		00	07/17/2025	521-4230-442.21-01	MONTHLY BILLING	EFT:	101.80
A032666	006301		00	07/17/2025	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
A032666	006302		00	07/17/2025	531-4320-443.21-01	MONTHLY BILLING	EFT:	67.06
A032666	006281		00	07/17/2025	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46
A032666	006286		00	07/17/2025	602-1340-413.21-01	MONTHLY BILLING	EFT:	45.84
A032666	006294		00	07/17/2025	603-3150-431.21-01	MONTHLY BILLING	EFT:	16.92
A032666	006284		00	07/17/2025	604-1320-413.21-01	MONTHLY BILLING	EFT:	44.49
A032666	006291		00	07/17/2025	605-3116-431.21-01	MONTHLY BILLING	EFT:	6.76
A032666	006275		00	07/17/2025	721-0000-202.03-07	MONTHLY BILLING	EFT:	11,147.04
A032666	006276		00	07/17/2025	721-0000-202.03-17	MONTHLY BILLING	EFT:	321.18
						VENDOR TOTAL *	.00	13,467.08
0002420	00	BRENNTAG MID-SOUTH, INC						
BMS967354	002901		00	07/17/2025	521-4220-442.52-13	HYDROFLUOROSILICIC ACID &	EFT:	4,406.68
						VENDOR TOTAL *	.00	4,406.68
0005293	00	BRIGHTSPEED						
313014430	0725	002901	00	07/17/2025	521-4220-442.40-03	TELEPHONE @ WATER PLANT	EFT:	398.28
						VENDOR TOTAL *	.00	398.28
0005045	00	BUILDING CONTROLS AND SERVICES INC						
9257	PI0291	008884	00	06/27/2025	603-3150-431.31-15	FREON LEAK REPAIR @ JC	EFT:	10,475.74
9257	PI0292	008891	00	06/27/2025	603-3150-431.31-15	FREON LEAK REPAIR @ JC	EFT:	5,632.26
						VENDOR TOTAL *	.00	16,108.00
0099999	00	CARY PROTHE						
07162025	002900		00	07/17/2025	001-3120-431.54-99	STORMWATER BMP COST SHARE	328.64	
						VENDOR TOTAL *	328.64	
0000602	00	CERTIFIED LABORATORIES						
9210762	002897		00	07/17/2025	605-3116-431.52-20	SHOP SUPPLIES	EFT:	412.71
						VENDOR TOTAL *	.00	412.71
0005198	00	CHARTER COMMUNICATIONS						
152151501070125002897			00	07/17/2025	602-1340-413.47-05	MONTHLY BILLING	EFT:	119.99
152151301070125002897			00	07/17/2025	602-1340-413.47-05	MONTHLY BILLING	EFT:	950.00
						VENDOR TOTAL *	.00	1,069.99
0002621	00	CLAYCO ELECTRIC CO, INC.						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002621 55435	00	CLAYCO ELECTRIC CO, INC. PI0294 008901	00	06/27/2025	521-4220-442.52-12	EMERGENCY REPAIR-RAW PUMP	EFT:	9,250.00
VENDOR TOTAL *							.00	9,250.00
0003203 98001	00	COLLINS & HERMANN INC 002897	00	07/17/2025	001-3120-431.31-15	GUARDRAIL REPAIR-SANTA FE	EFT:	4,100.00
VENDOR TOTAL *							.00	4,100.00
0001201 53208-1	00	COMMERCIAL AQUATIC SERVICES, INC 002897	00	07/17/2025	001-6130-461.52-13	CHEMICALS	EFT:	3,006.32
VENDOR TOTAL *							.00	3,006.32
0004812 07022025	00	CRAFT, AMY 002899	00	07/17/2025	601-1230-412.46-01	MILEAGE 01/16 - 07/02	57.40	
VENDOR TOTAL *							57.40	
0011111 EFC TRAINING	00	DEREK GRAY 002851	00	07/10/2025	001-2120-421.46-01	PER DIEM	CHECK #: 133577	320.00-
VENDOR TOTAL *							.00	320.00-
0099999 116928	00	DIEGO GABRIEL VELEZ RAMIREZ 002874	00	07/17/2025	001-0000-228.30-00	BOND REFUND	700.00	
VENDOR TOTAL *							700.00	
0005211 01704353 01704353 01704353	00	EASY ICE, LLC 002891 002889 002890	00	07/17/2025 07/17/2025 07/17/2025	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 0869709 0870853	00	EVCO WHOLESALE FOOD CORP 002897 002897	00	07/17/2025 07/17/2025	001-6130-461.52-15 001-6130-461.52-15	GAC CONCESSIONS GAC CONCESSIONS	1,409.18 1,838.35	
VENDOR TOTAL *							3,247.53	
0004946 9279570154 2424383255	00	EVERGY 0725002882 0725002883	00	07/17/2025 07/17/2025	521-4220-442.40-05 521-4220-442.40-05	ELECTRIC AT INTAKE ELECTRIC AT WATER PLANT	8,397.42 14,938.04	
VENDOR TOTAL *							23,335.46	
0000855 26688361	00	EWING IRRIGATION PRODUCTS, INC 002897	00	07/17/2025	001-6120-461.52-01	GRUB CONTROL	EFT:	924.74
VENDOR TOTAL *							.00	924.74
0002956 KSKA3155577	00	FASTENAL CO. 002899	00	07/17/2025	001-6120-461.43-01	SHELTER REPAIR	EFT:	280.80
VENDOR TOTAL *							.00	280.80
0099999 040604-001	00	FIS - LOCKBOX 997 EPP 002900	00	07/17/2025	501-0000-229.00-00	PAYMENT - KERRI J SPERRY	195.51	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	FIS - LOCKBOX 997 EPP						
						VENDOR TOTAL *	195.51	
0000086	00	GALLS, LLC						
031847893		002876	00	07/17/2025	001-2120-421.53-02	UNIFORMS - RITZ	EFT:	203.20
031861056		002897	00	07/17/2025	001-2120-421.53-02	UNIFORMS	EFT:	142.80
031861066		002897	00	07/17/2025	001-2120-421.53-02	UNIFORMS	EFT:	142.80
						VENDOR TOTAL *	.00	488.80
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.						
280297		002897	00	07/17/2025	001-2130-421.31-17	VET SERVICES - CAT	200.00	
						VENDOR TOTAL *	200.00	
0001840	00	GT DISTRIBUTORS INC						
INV1050787		002899	00	07/17/2025	001-2120-421.53-02	UNIFORMS	EFT:	129.99
INV1050993		002899	00	07/17/2025	001-2120-421.53-02	UNIFORMS	EFT:	187.20
						VENDOR TOTAL *	.00	317.19
0002095	00	HDR ENGINEERING, INC						
1200738095		PI0295 008733	00	07/10/2025	001-3130-431.31-10	2025 ON-CALL TRAFFIC SERV	EFT:	9,269.97
						VENDOR TOTAL *	.00	9,269.97
0005558	00	INDUSTRIAL SALES CO						
1194193-000		002900	00	07/17/2025	001-3120-431.52-08	STORM PIPES	EFT:	451.40
						VENDOR TOTAL *	.00	451.40
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES						
304001754		002897	00	07/17/2025	001-6130-461.52-15	DIPPIN' DOTS	EFT:	1,297.20
304001763		002897	00	07/17/2025	001-6130-461.52-15	DIPPIN' DOTS	EFT:	1,359.60
						VENDOR TOTAL *	.00	2,656.80
0000309	00	JOHNSON COUNTY SHERIFF'S OFFICE						
236661		PI0302 008893	00	07/01/2025	001-2110-421.31-11	PD MAN DAYS 2ND QTR 2025	EFT:	6,715.00
						VENDOR TOTAL *	.00	6,715.00
0011111	00	JUSTIN WILLARD						
07162025		002900	00	07/17/2025	001-3120-431.31-15	CDL EXAM/LICENSE FEES	42.03	
						VENDOR TOTAL *	42.03	
0000487	00	KANSAS DEPT OF REVENUE						
151040		002900	00	07/17/2025	001-1150-411.48-01	CMB LICENSING-STATE FEE	25.00	
						VENDOR TOTAL *	25.00	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.						
20292		PI0296 008759	00	07/03/2025	601-1230-412.46-01	KMU LEVEL 2 TRAINING DUES	EFT:	5,847.00
						VENDOR TOTAL *	.00	5,847.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
5060266		002895	00	07/17/2025	001-3120-431.31-15	STORMWATER LOCATING SERV	EFT:	189.53
5060266		002892	00	07/17/2025	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	189.53

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
5060266	002893		00	07/17/2025	521-4230-442.40-06	WATERLINE LOCATING SERVIC	EFT:	189.52
5060266	002894		00	07/17/2025	531-4330-443.40-06	SEWERLINE LOCATING SERV	EFT:	189.52
						VENDOR TOTAL *	.00	758.10
0002490	00	KPF						
1820518	002897		00	07/15/2025	721-0000-202.03-02	071025 PAY PERIOD	CHECK #:	113
						VENDOR TOTAL *	.00	54,319.09
0004769	00	KRONOS SAASHR, INC						
I10080013188	002877		00	07/17/2025	602-1340-413.47-05	UKG READY HR, TIME &	EFT:	3,032.97
						VENDOR TOTAL *	.00	3,032.97
0001103	00	KUTAK ROCK LLP						
3595636	002899		00	07/17/2025	112-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	1,025.00
						VENDOR TOTAL *	.00	1,025.00
0005572	00	LAW OFFICES OF ANTHONY R. RUSSO						
06242025	002899		00	07/17/2025	001-1330-413.31-02	PRO TEM PROSECUTOR	EFT:	360.00
						VENDOR TOTAL *	.00	360.00
0004949	00	LEGAL RECORD, THE						
L24492	002901		00	07/17/2025	001-1130-411.47-01	GRAND STREET RHID HEARING	EFT:	268.43
						VENDOR TOTAL *	.00	268.43
0005186	00	LINDE GAS & EQUIPMENT						
50706656	002898		00	07/17/2025	001-6120-461.44-02	TORCHES	EFT:	52.10
50706655	002898		00	07/17/2025	001-6130-461.52-13	CHEMICALS	EFT:	143.86
						VENDOR TOTAL *	.00	195.96
0004291	00	LIVIN' THE DREAM, MINISTRIES						
SKILLS ACADEMY	002898		00	07/17/2025	001-6110-461.47-53	BASKETBALL CAMP & CLINIC	EFT:	976.50
						VENDOR TOTAL *	.00	976.50
0099999	00	LORI AND CHRISTOPHER CHOVANEC						
CP84410000	0068002901		00	07/17/2025	001-1130-411.58-00	NRP PROPERTY TAX REBATE		2,104.98
						VENDOR TOTAL *		2,104.98
0000375	00	MID-AMERICAN SIGNAL, INC.						
R25-056	002896		00	07/17/2025	001-3120-431.52-10	MADISON & MOONLIGHT-RPAIR	EFT:	725.00
						VENDOR TOTAL *	.00	725.00
0005465	00	OLATHE T-SHIRT & TROPHY						
33894	PI0287	008900	00	04/25/2025	001-6110-461.47-53	BST BALL CAPS & VISORS		9,085.00
33952	PI0288	008900	00	05/08/2025	001-6110-461.47-53	BST UNIFORMS		9,035.50
						VENDOR TOTAL *		18,120.50
0000142	00	OLATHE WINWATER WORKS						
204803 01	002897		00	07/17/2025	521-4230-442.52-02	PUMP	EFT:	350.00
204803 01	002897		00	07/17/2025	531-4330-443.52-02	BATTERY	EFT:	470.00

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
0000142	00	OLATHE WINWATER WORKS						
204809 01		002897	00	07/17/2025	531-4330-443.52-12	PRO RING	EFT:	2,731.60
						VENDOR TOTAL *	.00	3,551.60
0000393	00	OLSSON, INC.						
543247		PI0300 008835	00	07/10/2025	130-3130-431.62-04	175TH ST IMPROVEMENTS	EFT:	14,413.17
543248		PI0299 008820	00	07/10/2025	401-3140-431.62-04	167TH CNTR TO MOONLIGHT	EFT:	8,336.37
						VENDOR TOTAL *	.00	22,749.54
0005248	00	OTTAWA COOP 48430						
096974		002899	00	07/17/2025	001-3120-431.52-09	DIESEL FUEL	EFT:	253.54
097013		002899	00	07/17/2025	001-3120-431.52-09	DIESEL FUEL	EFT:	271.19
097080		002899	00	07/17/2025	001-3120-431.52-09	DIESEL FUEL	EFT:	265.43
						VENDOR TOTAL *	.00	790.16
0000145	00	PEPSI-COLA						
44802001		002898	00	07/17/2025	001-6130-461.52-15	GAC CONCESSIONS	EFT:	379.55
27570006		002899	00	07/17/2025	001-6130-461.52-15	GAC CONCESSIONS	EFT:	664.07
61395002		002899	00	07/17/2025	001-6130-461.52-15	GAC CONCESSIONS	EFT:	481.86
						VENDOR TOTAL *	.00	1,525.48
0004385	00	POMP'S TIRE SERVICE, INC.						
1180101918		002897	00	07/17/2025	605-3116-431.31-15	TRUCK #516 TIRE REPAIR	EFT:	328.16
						VENDOR TOTAL *	.00	328.16
0005330	00	PRECISION POLYGRAPH OF KC, LLC						
65		002899	00	07/17/2025	001-2110-421.31-15	POLYGRAPH	EFT:	250.00
						VENDOR TOTAL *	.00	250.00
0005456	00	PVS DX INC						
817001590-25		002901	00	07/17/2025	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	1,100.00
817001591-25		002902	00	07/17/2025	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
						VENDOR TOTAL *	.00	3,240.40
0005099	00	QUADIEN, INC						
62042995		002878	00	07/17/2025	602-1340-413.44-02	POSTAGE MACHINE LEASE-JC	93.00	
						VENDOR TOTAL *	93.00	
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS						
007		PI0297 008777	00	07/01/2025	001-1130-411.31-15	PROFESSIONAL SERVICES-JUL	EFT:	9,000.00
						VENDOR TOTAL *	.00	9,000.00
0004086	00	STREETWISE INC						
R66262		PI0301 008885	00	07/14/2025	117-3120-431.43-06	VARIOUS STREETS-STRIPING	EFT:	18,719.33
						VENDOR TOTAL *	.00	18,719.33
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.						
53643		002899	00	07/17/2025	117-3120-431.43-06	PATCHING	EFT:	233.73
53677		002899	00	07/17/2025	117-3120-431.43-06	PATCHING	EFT:	291.78
53710		002899	00	07/17/2025	117-3120-431.43-06	PATCHING	EFT:	568.73

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
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.						
53737	002900		00	07/17/2025	117-3120-431.43-06	PATCHING	EFT:	292.49
VENDOR TOTAL *							.00	1,386.73
0000022	00	T-MOBILE USA, INC.						
979581282	0625	006240	00	07/17/2025	001-1120-411.40-03	MONTHLY BILLING	EFT:	90.84
979581282	0625	006241	00	07/17/2025	001-1140-411.40-03	MONTHLY BILLING	EFT:	50.57
979581282	0625	006255	00	07/17/2025	001-1305-413.40-03	MONTHLY BILLING	EFT:	40.27
979581282	0625	006259	00	07/17/2025	001-3110-431.40-03	MONTHLY BILLING	EFT:	40.27
979581282	0625	006261	00	07/17/2025	001-3120-431.40-03	MONTHLY BILLING	EFT:	308.20
979581282	0625	006260	00	07/17/2025	001-3130-431.40-03	MONTHLY BILLING	EFT:	238.96
979581282	0625	006257	00	07/17/2025	001-6105-461.40-03	MONTHLY BILLING	EFT:	213.09
979581282	0625	006258	00	07/17/2025	001-6120-461.40-03	MONTHLY BILLING	EFT:	282.83
979581282	0625	006244	00	07/17/2025	001-7110-471.40-03	MONTHLY BILLING	EFT:	40.27
979581282	0625	006245	00	07/17/2025	001-7120-471.40-03	MONTHLY BILLING	EFT:	163.55
979581282	0625	006246	00	07/17/2025	501-4110-441.40-03	MONTHLY BILLING	EFT:	120.81
979581282	0625	006248	00	07/17/2025	501-4120-441.40-03	MONTHLY BILLING	EFT:	120.81
979581282	0625	006247	00	07/17/2025	501-4130-441.40-03	MONTHLY BILLING	EFT:	206.29
979581282	0625	006253	00	07/17/2025	521-4210-442.40-03	MONTHLY BILLING	EFT:	80.54
979581282	0625	006254	00	07/17/2025	521-4220-442.40-03	MONTHLY BILLING	EFT:	203.82
979581282	0625	006252	00	07/17/2025	521-4230-442.40-03	MONTHLY BILLING	EFT:	143.42
979581282	0625	006249	00	07/17/2025	531-4310-443.40-03	MONTHLY BILLING	EFT:	40.27
979581282	0625	006251	00	07/17/2025	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.81
979581282	0625	006250	00	07/17/2025	531-4330-443.40-03	MONTHLY BILLING	EFT:	143.41
979581282	0625	006242	00	07/17/2025	601-1230-412.40-03	MONTHLY BILLING	EFT:	40.27
979581282	0625	006256	00	07/17/2025	602-1340-413.40-03	MONTHLY BILLING	EFT:	289.54
979581282	0625	006243	00	07/17/2025	603-3150-431.40-03	MONTHLY BILLING	EFT:	90.84
979581282	0625	006263	00	07/17/2025	604-1320-413.40-03	MONTHLY BILLING	EFT:	80.54
979581282	0625	006262	00	07/17/2025	605-3116-431.40-03	MONTHLY BILLING	EFT:	61.64
VENDOR TOTAL *							.00	3,211.86
0004635	00	TEST SMARTLY LABS						
21328	002898		00	07/17/2025	601-1230-412.31-15	SEASONAL DRUG TEST	EFT:	25.00
VENDOR TOTAL *							.00	25.00
0005498	00	THOMSON REUTERS WEST PUBLISHING COR						
852056094	002879		00	07/17/2025	001-2110-421.31-15	ETAC-ONLINE/SOFTWARE	EFT:	413.49
852206766	002880		00	07/17/2025	001-2110-421.31-15	ETAC-ONLINE/SOFTWARE	EFT:	413.49
VENDOR TOTAL *							.00	826.98
0099999	00	UNITED STATES TREASURY						
07112025	002899		00	07/17/2025	001-1140-411.31-15	2024 PCORI FILING	491.00	
VENDOR TOTAL *							491.00	
0000026	00	USIC LOCATING SERVICES						
742527	002888		00	07/17/2025	001-3120-431.31-15	PUBLIC WORKS LOCATING	EFT:	4,376.83
742527	002885		00	07/17/2025	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	4,376.84
742527	002886		00	07/17/2025	521-4230-442.40-06	LINE MAINT WATER LOCATING	EFT:	4,376.84
742528	002884		00	07/17/2025	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	397.75
742527	002887		00	07/17/2025	531-4330-443.40-06	LINE MAINT WW LOCATING	EFT:	4,376.84

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000026	00	USIC LOCATING SERVICES						
						VENDOR TOTAL *	.00	17,905.10
0002587	00	VICKI'S PLAYGROUND SERVICES						
VPS1036	002903		00	07/17/2025	001-6120-461.52-01	MULCH FOR WESTSIDE	EFT:	527.52
VPS1038	002903		00	07/17/2025	001-6120-461.52-01	MULCH FOR BROOKSIDE	EFT:	703.36
VPS1040	002903		00	07/17/2025	001-6120-461.52-01	MULCH FOR MEADOWBROOK	EFT:	835.24
VPS1042	002903		00	07/17/2025	001-6120-461.52-01	MULCH FOR CELEBRATION PRK	EFT:	3,297.00
						VENDOR TOTAL *	.00	5,363.12
0005256	00	VOYA BENEFIT STRATEGIES						
306061	002898		00	07/17/2025	001-1140-411.31-15	JUL '25 COBRA DIRECT BILL	EFT:	83.00
						VENDOR TOTAL *	.00	83.00
0003047	00	WAL-MART						
118743	002872		00	07/17/2025	001-0000-201.00-00	RESTITUTION		140.57
2201384	002873		00	07/17/2025	001-0000-207.10-20	CASE # 2201384		100.00
						VENDOR TOTAL *	240.57	
0003221	00	WEX BANK						
105936979	002898		00	07/17/2025	501-4120-441.52-09	ELEC GENERATION FUEL	EFT:	544.84
105936979	002898		00	07/17/2025	501-4130-441.52-09	ELEC DISTRIBUTION FUEL	EFT:	1,340.14
105936979	002898		00	07/17/2025	521-4220-442.52-09	WATER FUEL	EFT:	539.57
105936979	002898		00	07/17/2025	521-4230-442.52-09	LINE MAINT WATER FUEL	EFT:	1,472.32
105936979	002898		00	07/17/2025	531-4320-443.52-09	WASTEWATER FUEL	EFT:	819.21
105936979	002898		00	07/17/2025	531-4330-443.52-09	LINE MAINT WASTEWTR FUEL	EFT:	532.04
						VENDOR TOTAL *	.00	5,248.12
0005523	00	1426 MEDICAL REIMB						
07092025	002901		00	07/17/2025	001-6120-461.21-01	MEDICAL REIMBURSEMENT	EFT:	981.51
						VENDOR TOTAL *	.00	981.51
0005560	00	1921 MEDICAL REIMB						
07092025	002901		00	07/17/2025	604-1320-413.21-01	MEDICAL REIMBURSEMENT	EFT:	171.57
						VENDOR TOTAL *	.00	171.57
0005524	00	2006 MEDICAL REIMB						
07092025	002901		00	07/17/2025	001-1310-413.21-01	MEDICAL REIMBURSEMENT	EFT:	381.82
						VENDOR TOTAL *	.00	381.82
0005520	00	2096 MEDICAL REIMB						
07092025	002901		00	07/17/2025	001-3130-431.21-01	MEDICAL REIMBURSEMENT	EFT:	637.38
						VENDOR TOTAL *	.00	637.38
0005521	00	2550 MEDICAL REIMB						
07092025	002901		00	07/17/2025	501-4110-441.21-01	MEDICAL REIMBURSEMENT	EFT:	444.70
						VENDOR TOTAL *	.00	444.70
0005522	00	2768 MEDICAL REIMB						
07092025	002901		00	07/17/2025	001-7120-471.21-01	MEDICAL REIMBURSEMENT	EFT:	930.51

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 VEND NO SEQ# VENDOR NAME  
 INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK EFT, EPAY OR  
 NO NO NO DATE NO NO DESCRIPTION AMOUNT HAND-ISSUED  
 AMOUNT  
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0005522 00 2768 MEDICAL REIMB

VENDOR TOTAL \* .00 930.51  
 HAND ISSUED TOTAL \*\*\* 53,999.09  
 EFT/EPAY TOTAL \*\*\* 769,279.13  
 TOTAL EXPENDITURES \*\*\*\* 51,423.25 823,278.22  
 GRAND TOTAL \*\*\*\*\* 874,701.47

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
0000052	00	ALLENBRAND-DREWS & ASSOC. INC.						
41370	002927		00	07/24/2025	531-4340-443.62-10	SEWER LAND AQUISITION	EFT:	850.00
						VENDOR TOTAL *	.00	850.00
0002636	00	ALTEC CAPITAL SERVICES, LLC						
02299526	002927		00	07/24/2025	501-4130-441.44-02	LEASE FOR TRUCK #432	EFT:	3,440.80
02299527	002927		00	07/24/2025	501-4130-441.44-02	LEASE FOR TRUCK #403	EFT:	3,459.41
						VENDOR TOTAL *	.00	6,900.21
0004999	00	AMERICAN FIDELITY ADMIN SERVICES						
76641	002908		00	07/24/2025	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	135.85
						VENDOR TOTAL *	.00	135.85
0000566	00	AMERICAN TOPSOIL, INC.						
140981	002931		00	07/24/2025	521-4230-442.52-12	6 CY PULV	EFT:	234.00
						VENDOR TOTAL *	.00	234.00
0001986	00	ANIXTER, INC.						
6115816-00	002931		00	07/24/2025	501-4130-441.52-31	200:5 CT	EFT:	2,672.66
6344462-00	002931		00	07/24/2025	501-4130-441.52-31	LARGE GUY STRAIN INSULATR	EFT:	1,285.52
6452082-00	002931		00	07/24/2025	501-4130-441.52-31	REFLECTIVE STICKERS	EFT:	722.54
6462917-00	002931		00	07/24/2025	501-4130-441.52-31	INSULATING CAP 200 AMP	EFT:	3,161.09
6472026-00	002931		00	07/24/2025	501-4130-441.52-25	STREET LIGHT DUSK-DAWN	EFT:	289.01
6475199-00	002931		00	07/24/2025	501-4130-441.52-31	GROUND ROD & GROUND ROD	EFT:	1,858.23
6139961-01	PI0311 008896		00	07/02/2025	501-4130-441.52-31	75KVA PAD TRANSFORMER	EFT:	5,197.87
6457432-01	PI0312 008897		00	07/02/2025	501-4130-441.52-31	ELECTRICAL PEDESTAL	EFT:	10,246.86
						VENDOR TOTAL *	.00	25,433.78
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2025	002937		00	07/24/2025	001-1120-411.46-01	TST AUSTINS BAR & GRILL	EFT:	65.46
06/2025	002946		00	07/24/2025	001-1120-411.52-20	AMAZON MKTPL NH86V7RG0	EFT:	24.78
06/2025	002939		00	07/24/2025	001-1130-411.31-15	CANVA I04541-1229476	EFT:	12.95
06/2025	002940		00	07/24/2025	001-1130-411.31-15	AMAZON MKTPL NA6EN5FU2	EFT:	335.60
06/2025	002941		00	07/24/2025	001-1130-411.31-15	AMAZON MKTPL NH65C6GN1	EFT:	349.98
06/2025	002942		00	07/24/2025	001-1130-411.31-15	FACEBK META VERIFIED	EFT:	11.99
06/2025	002944		00	07/24/2025	001-1130-411.31-15	AMAZON MKTPL NQ3YA20E0	EFT:	378.40
06/2025	002947		00	07/24/2025	001-1140-411.46-02	NOTARY PUBLIC UNDERWRITE	EFT:	143.95
06/2025	002948		00	07/24/2025	001-1140-411.52-20	STAPLES 00326678	EFT:	117.27
06/2025	002949		00	07/24/2025	001-1140-411.46-02	KS SOS NOTARY	EFT:	25.00
06/2025	002951		00	07/24/2025	001-1140-411.46-05	KANSAS MUNICIPAL UTILITIE	EFT:	25.00
06/2025	002952		00	07/24/2025	001-1150-411.52-20	STAPLS7911050588000001	EFT:	150.86
06/2025	002959		00	07/24/2025	001-1305-413.46-02	GOVERNMENT FINANCE OFF	EFT:	225.00
06/2025	002962		00	07/24/2025	001-1305-413.47-02	THE UPS STORE 5784	EFT:	1,028.85
06/2025	002963		00	07/24/2025	001-1305-413.31-01	GOVERNMENT FINANCE OFFICE	EFT:	530.00
06/2025	002964		00	07/24/2025	001-1305-413.31-01	GOVERNMENT FINANCE OFFICE	EFT:	250.00
06/2025	002955		00	07/24/2025	001-1310-413.52-20	AMAZON MKTPL NN8245BL0	EFT:	39.99
06/2025	002956		00	07/24/2025	001-1310-413.52-20	AMAZON MKTPL N61TR0Y42	EFT:	7.75
06/2025	002957		00	07/24/2025	001-1310-413.52-20	AMAZON MKTPL N67XO21N0	EFT:	101.49
06/2025	002958		00	07/24/2025	001-1310-413.46-01	GOVERNMENT FINANCE OFF	EFT:	50.00
06/2025	002960		00	07/24/2025	001-1310-413.46-01	GOVERNMENT FINANCE OFF	EFT:	95.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
06/2025			002961			00	07/24/2025	001-1310-413.46-01	GOVERNMENT FINANCE OFF	EFT:	95.00
06/2025			002965			00	07/24/2025	001-1330-413.46-01	AMAZON MKTPL NH33W0IW1	EFT:	49.46
06/2025			002945			00	07/24/2025	001-2110-421.52-20	AMAZON.COM N63VG27L1	EFT:	19.63
06/2025			002977			00	07/24/2025	001-2110-421.46-01	IN GUARDIAN TRAINING SOL	EFT:	800.00
06/2025			002978			00	07/24/2025	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	28.96
06/2025			002979			00	07/24/2025	001-2110-421.47-04	USPS PO 1933770514	EFT:	17.20
06/2025			002980			00	07/24/2025	001-2110-421.52-20	WAL-MART #5307	EFT:	19.98
06/2025			002981			00	07/24/2025	001-2110-421.52-20	WESTLAKE HARDWARE #179	EFT:	11.96
06/2025			002982			00	07/24/2025	001-2110-421.46-01	WM SUPERCENTER #5307	EFT:	35.89
06/2025			002983			00	07/24/2025	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	11.98
06/2025			002984			00	07/24/2025	001-2110-421.52-20	IN GEORGE YOUNGHORSE	EFT:	270.99
06/2025			002985			00	07/24/2025	001-2110-421.52-20	WESTLAKE HARDWARE #179	EFT:	11.96
06/2025			002986			00	07/24/2025	001-2110-421.46-01	HY-VEE OLATHE 1463	EFT:	87.88
06/2025			002987			00	07/24/2025	001-2110-421.52-20	MURPHY TROPHY & ENGRAVING	EFT:	5.00
06/2025			002994			00	07/24/2025	001-2110-421.52-20	AMAZON MKTPL NQ1043IU2	EFT:	49.99
06/2025			002996			00	07/24/2025	001-2110-421.52-20	AMAZON RETA NQ7VA5X20	EFT:	22.97
06/2025			002997			00	07/24/2025	001-2110-421.46-01	AMAZON RETA N630M9HR0	EFT:	11.24
06/2025			002998			00	07/24/2025	001-2110-421.46-01	AMAZON RETA N64574HY0	EFT:	56.20
06/2025			002999			00	07/24/2025	001-2110-421.46-01	AMAZON MKTPL NH2S26VF2	EFT:	174.85
06/2025			003001			00	07/24/2025	001-2110-421.52-20	AMAZON RETA NH0I676C0	EFT:	11.99
06/2025			003003			00	07/24/2025	001-2110-421.52-20	AMAZON MKTPL NO9V076D2	EFT:	75.23
06/2025			003004			00	07/24/2025	001-2110-421.52-20	HY-VEE OLATHE 1463	EFT:	155.00
06/2025			003008			00	07/24/2025	001-2110-421.46-01	WAL-MART #5307	EFT:	45.28
06/2025			003012			00	07/24/2025	001-2110-421.52-20	AMAZON MKTPL NQ8J54RD2	EFT:	68.13
06/2025			003013			00	07/24/2025	001-2110-421.52-20	AMAZON MKTPL NH53G3BG1	EFT:	20.97
06/2025			003014			00	07/24/2025	001-2110-421.52-20	EQUIFAX INC.	EFT:	123.14
06/2025			003015			00	07/24/2025	001-2110-421.46-05	PARCHMENT-UNIV DOCS	EFT:	3.10
06/2025			003016			00	07/24/2025	001-2110-421.46-05	EQUIFAX INC.	EFT:	123.14
06/2025			003017			00	07/24/2025	001-2110-421.46-05	EQUIFAX INC.	EFT:	123.14
06/2025			002971			00	07/24/2025	001-2120-421.53-02	BADGEANDWALLET.COM	EFT:	1,432.95
06/2025			002972			00	07/24/2025	001-2120-421.52-20	ENTERPRISE RENT-A-CAR	EFT:	208.75
06/2025			002973			00	07/24/2025	001-2120-421.52-20	ENTERPRISE RENT-A-CAR	EFT:	208.75
06/2025			002974			00	07/24/2025	001-2120-421.52-20	ENTERPRISE RENT-A-CAR	EFT:	208.75
06/2025			002975			00	07/24/2025	001-2120-421.52-20	ENTERPRISE RENT-A-CAR	EFT:	208.75
06/2025			002976			00	07/24/2025	001-2120-421.43-05	VSP TIREHUB LLC	EFT:	1,743.76
06/2025			002988			00	07/24/2025	001-2120-421.46-01	LLRMI	EFT:	150.00
06/2025			002989			00	07/24/2025	001-2120-421.52-20	GT DISTRIBUTORS INC	EFT:	374.82
06/2025			002990			00	07/24/2025	001-2120-421.53-02	GT DISTRIBUTORS INC	EFT:	357.00
06/2025			002991			00	07/24/2025	001-2120-421.52-20	GT DISTRIBUTORS INC	EFT:	20.24
06/2025			002992			00	07/24/2025	001-2120-421.46-01	FBI LEEDA INC	EFT:	795.00
06/2025			002993			00	07/24/2025	001-2120-421.52-20	CHAFFEE LOK-PRO	EFT:	20.00
06/2025			002995			00	07/24/2025	001-2120-421.52-20	AMAZON MKTPL NQ5I51A01	EFT:	5.99
06/2025			003005			00	07/24/2025	001-2120-421.53-02	AMAZON MKTPL NQ4DD91C1	EFT:	120.00
06/2025			003009			00	07/24/2025	001-2120-421.52-20	WAL-MART #5307	EFT:	175.42
06/2025			003010			00	07/24/2025	001-2120-421.52-20	AMAZON MKTPL NQ1QA9U12	EFT:	114.58
06/2025			003011			00	07/24/2025	001-2120-421.52-20	AMAZON MKTPL NQ1QA9U12	EFT:	21.38
06/2025			003000			00	07/24/2025	001-2130-421.31-17	DRI SIGNS	EFT:	143.86
06/2025			003002			00	07/24/2025	001-2130-421.31-17	AMAZON MKTPL NA37N6T92	EFT:	599.98
06/2025			003006			00	07/24/2025	001-2130-421.31-17	AMAZON MKTPL NQ0QH0VA1	EFT:	167.71

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
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2025	003007		00	07/24/2025	001-2130-421.52-20	CMI INC	EFT:	9.25-
06/2025	003040		00	07/24/2025	001-3120-431.52-20	BOMGAARS 127	EFT:	7.99
06/2025	003057		00	07/24/2025	001-3120-431.52-02	VANCE BROTHERS KC SALES	EFT:	65.00
06/2025	003059		00	07/24/2025	001-3120-431.52-20	BOMGAARS 127	EFT:	51.76
06/2025	003061		00	07/24/2025	001-3120-431.52-20	BOMGAARS 127	EFT:	71.47
06/2025	003062		00	07/24/2025	001-3130-431.52-20	THE HOME DEPOT #2218	EFT:	48.41
06/2025	003173		00	07/24/2025	001-6105-461.46-02	CANVA I04535-67051402	EFT:	15.00
06/2025	003204		00	07/24/2025	001-6105-461.46-02	ZOOM.COM 888-799-9666	EFT:	159.90
06/2025	003177		00	07/24/2025	001-6110-461.47-53	AMAZON MKTPL NH28E3MH0	EFT:	14.99
06/2025	003187		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL NQ5Z45N90	EFT:	92.97
06/2025	003189		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL NQ1KT4RC2	EFT:	99.90
06/2025	003190		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL NQ6ZW31D0	EFT:	199.95
06/2025	003191		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL N315H9102	EFT:	369.24
06/2025	003192		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL NQ6NQ4270	EFT:	31.98
06/2025	003193		00	07/24/2025	001-6110-461.54-51	WAL-MART #5307	EFT:	110.51
06/2025	003194		00	07/24/2025	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	31.04
06/2025	003195		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL NO49R7MU2	EFT:	352.54
06/2025	003196		00	07/24/2025	001-6110-461.54-51	AMAZON MKTPL NO64T0C00	EFT:	148.27
06/2025	003197		00	07/24/2025	001-6110-461.47-54	WM SUPERCENTER #5307	EFT:	16.80
06/2025	003198		00	07/24/2025	001-6110-461.47-53	WESTLAKE HARDWARE #179	EFT:	22.72
06/2025	003199		00	07/24/2025	001-6110-461.47-53	PRICE CHOPPER #117	EFT:	260.48
06/2025	003200		00	07/24/2025	001-6110-461.47-53	WM SUPERCENTER #5307	EFT:	25.97
06/2025	003205		00	07/24/2025	001-6110-461.54-51	FIRST STUDENT20714	EFT:	2,220.00
06/2025	003209		00	07/24/2025	001-6110-461.46-02	BROADCAST MUSIC INC BMI	EFT:	446.00
06/2025	003214		00	07/24/2025	001-6110-461.46-02	SURVEYMONK T 46879521	EFT:	468.00
06/2025	003216		00	07/24/2025	001-6110-461.54-51	WALMART.COM 8009256278	EFT:	10.99
06/2025	003217		00	07/24/2025	001-6110-461.54-51	WALMART.COM 8009256278	EFT:	63.23
06/2025	003207		00	07/24/2025	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	163.78
06/2025	003208		00	07/24/2025	001-6120-461.44-02	WATER COFFEE DELIVERY	EFT:	33.46
06/2025	003212		00	07/24/2025	001-6120-461.44-02	WATER COFFEE DELIVERY	EFT:	11.83
06/2025	003215		00	07/24/2025	001-6120-461.44-02	WATER COFFEE DELIVERY	EFT:	36.01
06/2025	003218		00	07/24/2025	001-6120-461.43-02	OREILLY 354	EFT:	11.99
06/2025	003219		00	07/24/2025	001-6120-461.43-02	OREILLY 354	EFT:	47.96
06/2025	003220		00	07/24/2025	001-6120-461.43-02	OREILLY 354	EFT:	23.98
06/2025	003221		00	07/24/2025	001-6120-461.43-01	THE HOME DEPOT 2218	EFT:	421.80
06/2025	003224		00	07/24/2025	001-6120-461.53-02	BOMGAARS 127	EFT:	7.99
06/2025	003226		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	335.44
06/2025	003227		00	07/24/2025	001-6120-461.53-02	BOMGAARS 127	EFT:	29.99
06/2025	003228		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	179.70-
06/2025	003229		00	07/24/2025	001-6120-461.43-01	WESTLAKE HARDWARE #179	EFT:	24.24
06/2025	003231		00	07/24/2025	001-6120-461.52-01	CHAFFEE LOKPRO	EFT:	225.00
06/2025	003232		00	07/24/2025	001-6120-461.53-02	BASS PRO STORE OLATHE K	EFT:	139.99
06/2025	003234		00	07/24/2025	001-6120-461.52-01	NORRIS EQUIPMENT CO LLC	EFT:	78.96
06/2025	003235		00	07/24/2025	001-6120-461.43-01	WESTLAKE HARDWARE #179	EFT:	39.96
06/2025	003236		00	07/24/2025	001-6120-461.43-01	SPRAYER SPECIALTIES GARD	EFT:	21.67
06/2025	003237		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	8.54
06/2025	003238		00	07/24/2025	001-6120-461.52-01	OREILLY 354	EFT:	6.79
06/2025	003239		00	07/24/2025	001-6120-461.52-01	BOMGAARS 127	EFT:	279.99
06/2025	003240		00	07/24/2025	001-6120-461.43-02	IN COMMERCIAL INDUSTRIAL	EFT:	939.36

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						
06/2025	003241		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	14.18
06/2025	003242		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	13.76
06/2025	003243		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	5.89
06/2025	003244		00	07/24/2025	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	49.65
06/2025	003245		00	07/24/2025	001-6120-461.43-02	OREILLY 354	EFT:	54.08
06/2025	003246		00	07/24/2025	001-6120-461.52-02	HARBOR FREIGHT TOOLS 619	EFT:	56.98
06/2025	003247		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	24.99
06/2025	003248		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	39.55
06/2025	003249		00	07/24/2025	001-6120-461.52-01	AMAZON.COM NA6MW5ID1	EFT:	150.00
06/2025	003251		00	07/24/2025	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	24.72
06/2025	003169		00	07/24/2025	001-6130-461.52-20	AMAZON MKTPL NN9E70HQ0	EFT:	29.67
06/2025	003170		00	07/24/2025	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	55.72
06/2025	003171		00	07/24/2025	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	185.59
06/2025	003172		00	07/24/2025	001-6130-461.52-15	WAL-MART #5307	EFT:	144.55
06/2025	003174		00	07/24/2025	001-6130-461.52-20	TARGET 00015438	EFT:	220.00
06/2025	003175		00	07/24/2025	001-6130-461.52-15	WAL-MART #5307	EFT:	294.87
06/2025	003176		00	07/24/2025	001-6130-461.52-20	AMAZON MKTPL NH28E3MH0	EFT:	52.98
06/2025	003178		00	07/24/2025	001-6130-461.52-15	AMAZON MKTPL NH73Z5GI0	EFT:	85.96
06/2025	003179		00	07/24/2025	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	109.73
06/2025	003180		00	07/24/2025	001-6130-461.54-51	AMAZON MKTPL NA3Z28WX1	EFT:	307.77
06/2025	003181		00	07/24/2025	001-6130-461.52-15	AMAZON MKTPL NA78Z9RN1	EFT:	25.98
06/2025	003182		00	07/24/2025	001-6130-461.54-51	AMAZON MKTPL NO53I2B22	EFT:	564.93
06/2025	003183		00	07/24/2025	001-6130-461.54-51	AMAZON MKTPL NO9WE2F81	EFT:	445.78
06/2025	003184		00	07/24/2025	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	107.76
06/2025	003185		00	07/24/2025	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	172.83
06/2025	003186		00	07/24/2025	001-6130-461.52-20	WAL-MART #5307	EFT:	92.51
06/2025	003188		00	07/24/2025	001-6130-461.52-20	AMAZON MKTPL N34QV2C42	EFT:	143.92
06/2025	003201		00	07/24/2025	001-6130-461.54-51	AMAZON MKTPL NO0WC5401	EFT:	608.24
06/2025	003202		00	07/24/2025	001-6130-461.54-51	AMAZON MKTPL NO8Z61DG2	EFT:	132.93
06/2025	003203		00	07/24/2025	001-6130-461.54-51	AMAZON.COM NA1NG9RS0	EFT:	129.99
06/2025	003206		00	07/24/2025	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	81.89
06/2025	003210		00	07/24/2025	001-6130-461.52-15	AMAZON MKTPL N62MH45A0	EFT:	20.78
06/2025	003213		00	07/24/2025	001-6130-461.52-15	AMAZON MKTPL NH1030130	EFT:	525.99
06/2025	003222		00	07/24/2025	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	8.99
06/2025	003223		00	07/24/2025	001-6130-461.43-01	THE HOME DEPOT #2218	EFT:	141.03
06/2025	003225		00	07/24/2025	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	33.99
06/2025	003230		00	07/24/2025	001-6130-461.43-01	LESLIES POOLMART 613	EFT:	72.72
06/2025	003233		00	07/24/2025	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	4.99
06/2025	003250		00	07/24/2025	001-6130-461.52-01	FASTENAL COMPANY 01KSKCY	EFT:	83.70
06/2025	003041		00	07/24/2025	117-3120-431.43-06	WHITE CAP #797	EFT:	919.92
06/2025	003043		00	07/24/2025	117-3120-431.43-06	VANCE BROTHERS KC SALES	EFT:	500.00
06/2025	003086		00	07/24/2025	501-4110-441.47-04	USPS PO 1933770514	EFT:	10.10
06/2025	003088		00	07/24/2025	501-4110-441.52-20	QT 249	EFT:	1.30
06/2025	003089		00	07/24/2025	501-4110-441.52-20	TACO JOHNS 9929	EFT:	7.63
06/2025	003093		00	07/24/2025	501-4110-441.52-20	AMAZON.COM N67SU93X1	EFT:	46.66
06/2025	003094		00	07/24/2025	501-4110-441.52-20	SMARTSIGN	EFT:	160.98
06/2025	003090		00	07/24/2025	501-4120-441.52-12	MACNAUGHT USA INC	EFT:	1,369.56
06/2025	003091		00	07/24/2025	501-4120-441.52-12	DWYER INSTRUMENTS LLC	EFT:	278.15
06/2025	003096		00	07/24/2025	501-4120-441.52-20	WAL-MART #5307	EFT:	12.97

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
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2025	003100		00	07/24/2025	501-4120-441.46-01	POWERUSERS	EFT:	475.00
06/2025	003101		00	07/24/2025	501-4120-441.52-20	WESTLAKE HARDWARE #179	EFT:	9.28
06/2025	003102		00	07/24/2025	501-4120-441.46-01	HILTON MINNEAPOLIS FD	EFT:	1,119.80
06/2025	003087		00	07/24/2025	501-4130-441.52-20	STAPLES 00326678	EFT:	37.52
06/2025	003103		00	07/24/2025	501-4130-441.52-20	THE HOME DEPOT 2218	EFT:	720.31
06/2025	003104		00	07/24/2025	501-4130-441.43-02	WAGNER SMITH EQUIPMENT CO	EFT:	443.51
06/2025	003105		00	07/24/2025	501-4130-441.43-02	WAGNER SMITH EQUIPMENT CO	EFT:	625.78
06/2025	003106		00	07/24/2025	501-4130-441.43-02	WAGNER SMITH EQUIPMENT CO	EFT:	212.24
06/2025	003107		00	07/24/2025	501-4130-441.52-12	WM SUPERCENTER #5307	EFT:	20.27
06/2025	003108		00	07/24/2025	501-4130-441.52-12	THE HOME DEPOT 2201	EFT:	88.30
06/2025	003085		00	07/24/2025	521-4210-442.47-04	THE UPS STORE 5784	EFT:	11.83
06/2025	003099		00	07/24/2025	521-4210-442.52-20	AMAZON.COM NQ5BY05N1	EFT:	18.79
06/2025	003109		00	07/24/2025	521-4220-442.52-12	PATCHEN ELECTRIC AND INDU	EFT:	166.68
06/2025	003110		00	07/24/2025	521-4220-442.52-02	THE HOME DEPOT #2218	EFT:	39.97
06/2025	003111		00	07/24/2025	521-4220-442.52-12	REEVES-WIEDEMAN - OLATHE	EFT:	23.00
06/2025	003112		00	07/24/2025	521-4220-442.46-02	KDHE BUREAU OF WATER	EFT:	20.00
06/2025	003113		00	07/24/2025	521-4220-442.52-01	AMAZON.COM NA70748E0	EFT:	34.99
06/2025	003114		00	07/24/2025	521-4220-442.52-20	AMAZON MKTPL NO8UD6Q72	EFT:	16.20
06/2025	003115		00	07/24/2025	521-4220-442.46-02	GOV KDHE FIELD SVC	EFT:	20.50
06/2025	003116		00	07/24/2025	521-4220-442.52-20	AMAZON.COM NQ1L72DG2	EFT:	46.89
06/2025	003117		00	07/24/2025	521-4220-442.47-04	THE UPS STORE 5784	EFT:	15.02
06/2025	003118		00	07/24/2025	521-4220-442.52-01	WESTLAKE HARDWARE #179	EFT:	19.95
06/2025	003092		00	07/24/2025	521-4230-442.52-20	AMAZON.COM N63UN6LK0	EFT:	76.99
06/2025	003095		00	07/24/2025	521-4230-442.52-20	AMAZON MKTPL NH25Q2191	EFT:	12.99
06/2025	003097		00	07/24/2025	521-4230-442.52-02	AMAZON MKTPL NA8PK1940	EFT:	120.98
06/2025	003124		00	07/24/2025	521-4230-442.52-02	THE HOME DEPOT #2218	EFT:	46.97
06/2025	003126		00	07/24/2025	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	137.95
06/2025	003127		00	07/24/2025	521-4230-442.52-12	BOMGAARS 127	EFT:	52.90
06/2025	003128		00	07/24/2025	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	79.99
06/2025	003129		00	07/24/2025	521-4230-442.52-13	WESTLAKE HARDWARE #179	EFT:	15.98
06/2025	003131		00	07/24/2025	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	41.99
06/2025	003132		00	07/24/2025	521-4230-442.52-12	CONSTRUCTION MATERIALS IN	EFT:	79.05
06/2025	003133		00	07/24/2025	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	39.98
06/2025	003134		00	07/24/2025	521-4230-442.52-12	BOMGAARS 127	EFT:	59.98
06/2025	003136		00	07/24/2025	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	20.97
06/2025	003137		00	07/24/2025	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	69.98
06/2025	003138		00	07/24/2025	521-4230-442.52-12	BOMGAARS 127	EFT:	24.99
06/2025	003139		00	07/24/2025	521-4230-442.52-12	BOMGAARS 127	EFT:	7.98
06/2025	003140		00	07/24/2025	521-4230-442.52-12	BOMGAARS 127	EFT:	28.99
06/2025	003098		00	07/24/2025	531-4320-443.53-02	PY DESIGN 4 SPORTS	EFT:	90.32
06/2025	003119		00	07/24/2025	531-4320-443.52-20	BOMGAARS 127	EFT:	29.99
06/2025	003141		00	07/24/2025	531-4320-443.52-20	AMAZON MKTPL NH1SE8RY1	EFT:	39.99
06/2025	003142		00	07/24/2025	531-4320-443.52-20	AMAZON MKTPL NH2PA4Y30	EFT:	55.69
06/2025	003143		00	07/24/2025	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	12.74
06/2025	003144		00	07/24/2025	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	12.46
06/2025	003145		00	07/24/2025	531-4320-443.52-20	AMAZON MKTPL NH6CO8KA1	EFT:	275.39
06/2025	003146		00	07/24/2025	531-4320-443.52-05	OREILLY 354	EFT:	43.88
06/2025	003147		00	07/24/2025	531-4320-443.52-12	GRAINGER	EFT:	182.16
06/2025	003148		00	07/24/2025	531-4320-443.52-01	BOMGAARS 127	EFT:	199.99

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									
06/2025			003149			00	07/24/2025	531-4320-443.43-05	OREILLY 354	EFT:	23.98
06/2025			003150			00	07/24/2025	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	36.98
06/2025			003151			00	07/24/2025	531-4320-443.52-12	REEVES-WIEDEMAN - OLATHE	EFT:	863.55
06/2025			003152			00	07/24/2025	531-4320-443.52-12	THE HOME DEPOT 2218	EFT:	273.81
06/2025			003153			00	07/24/2025	531-4320-443.52-02	THE HOME DEPOT #2218	EFT:	44.44
06/2025			003154			00	07/24/2025	531-4320-443.52-12	OREILLY 354	EFT:	35.24
06/2025			003155			00	07/24/2025	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	65.65
06/2025			003156			00	07/24/2025	531-4320-443.53-02	EEWW_OLATHE	EFT:	138.77
06/2025			003157			00	07/24/2025	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	112.09
06/2025			003158			00	07/24/2025	531-4320-443.52-05	AMAZON MKTPL N61D31DP0	EFT:	19.98
06/2025			003159			00	07/24/2025	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	13.98
06/2025			003160			00	07/24/2025	531-4320-443.52-05	AMAZON MKTPL NA2MW6JQ2	EFT:	19.95
06/2025			003161			00	07/24/2025	531-4320-443.52-01	BOMGAARS 127	EFT:	949.99
06/2025			003162			00	07/24/2025	531-4320-443.52-20	AMAZON.COM NO7KE6SY0	EFT:	21.57
06/2025			003163			00	07/24/2025	531-4320-443.52-12	USABLUEBOOK	EFT:	178.69
06/2025			003164			00	07/24/2025	531-4320-443.52-12	BOMGAARS 127	EFT:	13.74
06/2025			003120			00	07/24/2025	531-4330-443.52-04	BOMGAARS 127	EFT:	44.23
06/2025			003121			00	07/24/2025	531-4330-443.43-02	BOMGAARS 127	EFT:	3.98
06/2025			003122			00	07/24/2025	531-4330-443.43-02	WESTLAKE HARDWARE #179	EFT:	7.99
06/2025			003123			00	07/24/2025	531-4330-443.52-20	WM SUPERCENTER #5307	EFT:	16.97
06/2025			003125			00	07/24/2025	531-4330-443.53-02	OREILLY 354	EFT:	131.70
06/2025			003130			00	07/24/2025	531-4330-443.53-02	EEWW_OLATHE	EFT:	172.77
06/2025			003135			00	07/24/2025	531-4330-443.52-12	WESTLAKE HARDWARE #179	EFT:	129.99
06/2025			003056			00	07/24/2025	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	35.48
06/2025			003165			00	07/24/2025	551-4520-445.43-04	BOMGAARS 127	EFT:	11.16
06/2025			003166			00	07/24/2025	551-4520-445.43-02	BOMGAARS 127	EFT:	6.58
06/2025			003167			00	07/24/2025	551-4520-445.52-20	WESTLAKE HARDWARE #179	EFT:	6.99
06/2025			003168			00	07/24/2025	551-4520-445.43-04	SC SUPPLY COMPANY	EFT:	117.72
06/2025			003053			00	07/24/2025	551-4540-445.61-01	THE HOME DEPOT #2218	EFT:	186.88
06/2025			003054			00	07/24/2025	551-4540-445.61-01	THE HOME DEPOT #2218	EFT:	24.98
06/2025			002934			00	07/24/2025	601-1230-412.31-15	4IMPRINT INC	EFT:	351.43
06/2025			002936			00	07/24/2025	601-1230-412.31-15	PANERA BREAD #202375	EFT:	468.88
06/2025			002950			00	07/24/2025	601-1230-412.31-15	CONCENTRA INC	EFT:	227.00
06/2025			002953			00	07/24/2025	601-1230-412.46-01	AMAZON.COM N61U40ZQ0	EFT:	23.96
06/2025			002954			00	07/24/2025	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	72.08
06/2025			002935			00	07/24/2025	602-1340-413.47-05	ADOBE INC	EFT:	29.99
06/2025			002938			00	07/24/2025	602-1340-413.47-05	TEXTCASTER	EFT:	190.15
06/2025			002943			00	07/24/2025	602-1340-413.47-05	EIG CONSTANTCONTACT.COM	EFT:	840.00
06/2025			002966			00	07/24/2025	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	7.29
06/2025			002967			00	07/24/2025	602-1340-413.47-05	ZOOM.COM 888-799-966	EFT:	159.90
06/2025			002968			00	07/24/2025	602-1340-413.52-20	AMAZON.COM NH0KQ9402	EFT:	299.75
06/2025			002969			00	07/24/2025	602-1340-413.52-20	AMAZON MKTPL NQ79D6OK0	EFT:	30.59
06/2025			002970			00	07/24/2025	602-1340-413.52-20	WESTLAKE HARDWARE #179	EFT:	7.59
06/2025			003063			00	07/24/2025	603-3150-431.52-02	AMAZON MKTPL NN7SK85E0	EFT:	77.16
06/2025			003064			00	07/24/2025	603-3150-431.52-01	AMAZON.COM N68H70BJ2	EFT:	29.92
06/2025			003065			00	07/24/2025	603-3150-431.52-01	WAL-MART #5307	EFT:	47.52
06/2025			003066			00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NH6IO6CH2	EFT:	167.94
06/2025			003067			00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NH93P1OY2	EFT:	157.64
06/2025			003068			00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NH7WJ2P82	EFT:	254.99

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
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2025	003069		00	07/24/2025	603-3150-431.53-02	BOMGAARS 127	EFT:	109.88
06/2025	003070		00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NO2QP6AF2	EFT:	11.99
06/2025	003071		00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NQ3LT5192	EFT:	182.22
06/2025	003072		00	07/24/2025	603-3150-431.52-01	BUILDING CONTROLS AND SER	EFT:	209.34
06/2025	003073		00	07/24/2025	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	21.97
06/2025	003074		00	07/24/2025	603-3150-431.52-01	CAMFIL USA KANSAS CITY	EFT:	66.92
06/2025	003075		00	07/24/2025	603-3150-431.52-01	CAMFIL USA KANSAS CITY	EFT:	479.03
06/2025	003076		00	07/24/2025	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	8.95
06/2025	003077		00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NA5FE1P02	EFT:	79.99
06/2025	003078		00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NA5FE1P02	EFT:	58.99
06/2025	003079		00	07/24/2025	603-3150-431.52-01	AMAZON MKTPL NH5T78SF1	EFT:	168.90
06/2025	003080		00	07/24/2025	603-3150-431.52-01	CAMFIL USA KANSAS CITY	EFT:	68.80
06/2025	003081		00	07/24/2025	603-3150-431.52-01	AMAZON.COM NH8OH17R0	EFT:	57.76
06/2025	003082		00	07/24/2025	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	17.99
06/2025	003083		00	07/24/2025	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	44.97
06/2025	003084		00	07/24/2025	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	16.99
06/2025	003018		00	07/24/2025	605-3116-431.31-15	SOI SNAP-ON18777778455	EFT:	48.00
06/2025	003019		00	07/24/2025	605-3116-431.43-02	AMAZON MKTPL NQ0T02CS1	EFT:	42.99
06/2025	003020		00	07/24/2025	605-3116-431.43-02	AMAZON MKTPL NQ9P551Q0	EFT:	16.99
06/2025	003021		00	07/24/2025	605-3116-431.43-02	KC BOBCAT	EFT:	712.49
06/2025	003022		00	07/24/2025	605-3116-431.43-02	KC BOBCAT	EFT:	62.88
06/2025	003023		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	177.65
06/2025	003024		00	07/24/2025	605-3116-431.43-02	KC BOBCAT	EFT:	125.64
06/2025	003025		00	07/24/2025	605-3116-431.43-02	COLEMAN EQUIPMENT BONNER	EFT:	165.48
06/2025	003026		00	07/24/2025	605-3116-431.43-02	KC BOBCAT	EFT:	144.20
06/2025	003027		00	07/24/2025	605-3116-431.43-02	OREILLY 354	EFT:	36.19
06/2025	003028		00	07/24/2025	605-3116-431.43-02	OREILLY 354	EFT:	26.12
06/2025	003029		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	276.06
06/2025	003030		00	07/24/2025	605-3116-431.31-15	BRETS AUTOWORKS 0000522	EFT:	2,947.91
06/2025	003031		00	07/24/2025	605-3116-431.43-02	KANEQUIP INC	EFT:	47.97
06/2025	003032		00	07/24/2025	605-3116-431.43-02	KANEQUIP INC	EFT:	224.89
06/2025	003033		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	135.84
06/2025	003034		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	23.99
06/2025	003035		00	07/24/2025	605-3116-431.43-02	OREILLY 354	EFT:	25.61
06/2025	003036		00	07/24/2025	605-3116-431.43-05	AMAZON MKTPL NA34P0H61	EFT:	78.59
06/2025	003037		00	07/24/2025	605-3116-431.43-02	OREILLY 354	EFT:	25.19
06/2025	003038		00	07/24/2025	605-3116-431.52-09	OREILLY 354	EFT:	25.99
06/2025	003039		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	4.41
06/2025	003042		00	07/24/2025	605-3116-431.52-20	OREILLY 354	EFT:	98.72
06/2025	003044		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	358.66
06/2025	003045		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	44.54
06/2025	003046		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	4.41
06/2025	003047		00	07/24/2025	605-3116-431.52-09	OREILLY 354	EFT:	109.99
06/2025	003048		00	07/24/2025	605-3116-431.52-20	OREILLY 354	EFT:	7.19
06/2025	003049		00	07/24/2025	605-3116-431.31-15	BIG O TIRES OF GARDNER	EFT:	24.00
06/2025	003050		00	07/24/2025	605-3116-431.52-20	OREILLY 354	EFT:	8.82
06/2025	003051		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	12.30
06/2025	003052		00	07/24/2025	605-3116-431.43-05	OREILLY 354	EFT:	47.60
06/2025	003055		00	07/24/2025	605-3116-431.31-15	BIG O TIRES OF GARDNER	EFT:	24.00

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
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2025	003058		00	07/24/2025	605-3116-431.43-02	BOMGAARS 127	EFT:	12.99
06/2025	003060		00	07/24/2025	605-3116-431.31-15	BIG O TIRES OF GARDNER	EFT:	221.46
06/2025	003211		00	07/24/2025	702-6110-461.54-52	AMC CARD PROCESSING SERVI	EFT:	895.20
						VENDOR TOTAL *	.00	51,346.28
0003307	00	ASC PUMPING EQUIPMENT- KANSAS						
INV009610	002927		00	07/24/2025	001-6130-461.31-15	GAC - PUMP REPAIRS	EFT:	1,030.00
						VENDOR TOTAL *	.00	1,030.00
0005014	00	ATTIC STORAGE OF GARDNER						
8038	002910		00	07/24/2025	001-6110-461.44-02	AUG 2025 STORAGE RENT	EFT:	1,125.00
7980	002909		00	07/24/2025	603-3150-431.44-01	STORAGE UNIT- AUGUST RENT	EFT:	250.00
						VENDOR TOTAL *	.00	1,375.00
0003515	00	AUGUSTINE EXTERMINATORS INC						
2505100	003253		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	54.38
2505089	003254		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	32.85
2505089	003255		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	32.86
2505046	003256		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	43.05
2505088	003257		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	31.72
2505087	003258		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	43.05
2505092	003259		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	54.38
2505086	003260		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	54.38
2505095	003261		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	31.72
2505094	003262		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	28.33
2505090	003263		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	43.05
2505091	003264		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	65.58
2505093	003265		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	54.38
2505098	003266		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	105.60
2505099	003267		00	07/24/2025	603-3150-431.31-15	JULY 2025 PEST CONTROL	EFT:	31.72
						VENDOR TOTAL *	.00	707.05
0099999	00	BELNAY, TREVOR						
000053093	UT		00	07/27/2023	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	131527
000053093	UT		00	07/21/2025	501-0000-229.00-00	FINAL BILL REFUND	159.59	159.59
						VENDOR TOTAL *	159.59	159.59
0004441	00	BLUE EARTH LABS LLC						
25-5430	002928		00	07/24/2025	521-4220-442.52-13	FILTER CLEANER	EFT:	4,910.53
						VENDOR TOTAL *	.00	4,910.53
0002420	00	BRENNTAG MID-SOUTH, INC						
BMS973803	002928		00	07/24/2025	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	2,352.71
						VENDOR TOTAL *	.00	2,352.71
0099999	00	BRIAN & SARA MOORE						
CF231506-4008	002928		00	07/24/2025	001-1130-411.58-00	ANNEXATION REBATE	1,148.78	
						VENDOR TOTAL *	1,148.78	
0005293	00	BRIGHTSPEED						

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						
313440714	0725	003269	00	07/24/2025	551-4520-445.40-03	AIRPORT PHONE	EFT:	260.41
320501840	0725	002911	00	07/24/2025	602-1340-413.47-05	MONTHLY BILLING	EFT:	37.80
314117591	0725	002912	00	07/24/2025	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,660.47
						VENDOR TOTAL *	.00	1,958.68
0099999	00	CA UNDERGROUND LLC						
000072955		UT	00	01/25/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 131978	331.13-
000072955		UT	00	07/21/2025	501-0000-229.00-00	FINAL BILL REFUND	331.13	
						VENDOR TOTAL *	331.13	331.13-
0099999	00	CANGE, GEMISSA						
000074489		UT	00	07/07/2025	501-0000-229.00-00	FINAL BILL REFUND	22.36	
						VENDOR TOTAL *	22.36	
0003080	00	CATES HEATING & AIR COND SVC INC						
444405832		PI0315 008910	00	07/10/2025	603-3150-431.31-15	REPAIRED LEAK-ENERGY CNTR	EFT:	5,430.63
						VENDOR TOTAL *	.00	5,430.63
0000429	00	CINTAS FIRE PROTECTION						
8407603179		002927	00	07/24/2025	501-4110-441.31-15	FIRST AID CABINET SERVICE	EFT:	109.54
8407603179		002927	00	07/24/2025	501-4130-441.31-15	FIRST AID CABINET SERVICE	EFT:	97.46
8407603179		002927	00	07/24/2025	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	134.41
8407603179		002927	00	07/24/2025	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	134.42
						VENDOR TOTAL *	.00	475.83
0001842	00	CITY OF OLATHE						
CINV-1518		002928	00	07/24/2025	521-4220-442.31-15	LAB TESTING - HILLSDALE	EFT:	151.00
						VENDOR TOTAL *	.00	151.00
0001201	00	COMMERCIAL AQUATIC SERVICES, INC						
53399-1		002926	00	07/24/2025	001-6130-461.52-13	CHEMICALS	EFT:	308.16
						VENDOR TOTAL *	.00	308.16
0005445	00	CORPORATE HEALTH						
69799950		002926	00	07/24/2025	601-1230-412.31-15	DRUG SCREENS & PHYSICALS	165.00	
						VENDOR TOTAL *	165.00	
0099999	00	CROOK, MICHAEL						
000066793		UT	00	03/06/2025	501-0000-229.00-00	MANUAL CHECK	CHECK #: 133182	86.57-
						VENDOR TOTAL *	.00	86.57-
0003716	00	DATAPROSE						
DP2503313		002913	00	07/24/2025	604-1320-413.31-15	MONTHLY BILLING-JUNE 2025	EFT:	9,073.72
						VENDOR TOTAL *	.00	9,073.72
0000517	00	DELL MARKETING L.P.						
10813055757		002914	00	07/24/2025	602-1340-413.47-05	ACROBAT PRO FOR TEAMS	1,296.35	
						VENDOR TOTAL *	1,296.35	
0099999	00	DIVISION OF MOTORIST SERVICES						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	DIVISION OF MOTORIST SERVICES						
07212025	002927		00	07/24/2025	001-1330-413.31-15	DRIVING RECORD	10.00	
						VENDOR TOTAL *	10.00	
0001762	00	DREXEL TECHNOLOGIES INC						
INV162518	002927		00	07/24/2025	501-4140-441.62-15	BID POST	EFT:	53.00
						VENDOR TOTAL *	.00	53.00
0005211	00	EASY ICE, LLC						
01671192	003269		00	07/24/2025	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	146.70
						VENDOR TOTAL *	.00	146.70
0000855	00	EWING IRRIGATION PRODUCTS, INC						
26763749	002927		00	07/24/2025	001-6120-461.52-01	WEED KILLER	EFT:	500.73
						VENDOR TOTAL *	.00	500.73
0002956	00	FASTENAL CO.						
KSKA3155579	002927		00	07/24/2025	501-4130-441.52-12	NUTS & BOLTS	EFT:	121.07
						VENDOR TOTAL *	.00	121.07
0004196	00	FORENSIC PSYCHOLOGY ASSOCIATES, INC						
1019	002924		00	07/24/2025	001-2110-421.31-15	PRE-EMPLOYMENT EVALUATION	EFT:	700.00
						VENDOR TOTAL *	.00	700.00
0099999	00	FUNK, ELIZABETH						
000074435	UT		00	07/02/2025	501-0000-229.00-00	FINAL BILL REFUND	12.52	
						VENDOR TOTAL *	12.52	
0000181	00	GRAINGER						
9566550431	002927		00	07/24/2025	501-4120-441.52-20	SAFETY SIGN & BARRICADE	EFT:	32.17
9573136778	002927		00	07/24/2025	501-4120-441.52-12	REFLECTIVE TAPE	EFT:	263.75
9572494020	002928		00	07/24/2025	521-4220-442.52-20	TOOL ORGANIZER/HOLDER	EFT:	169.18
9576321807	002928		00	07/24/2025	521-4220-442.52-12	POWER SUPPLY BANK	EFT:	130.84
9576793682	002928		00	07/24/2025	521-4220-442.43-02	CABLE FOR SCADA COMPUTER	EFT:	133.82
9576793690	002928		00	07/24/2025	521-4220-442.52-12	BELT-DRIVE SYSTEM MOTOR	EFT:	31.64
						VENDOR TOTAL *	.00	761.40
0099999	00	GREG DIVILBISS						
70131	003268		00	07/24/2025	501-0000-229.00-00	UTILITY REFUND	187.67	
						VENDOR TOTAL *	187.67	
0000013	00	HACH COMPANY						
14566897	002927		00	07/24/2025	521-4220-442.52-12	REAGENTS	EFT:	686.05
						VENDOR TOTAL *	.00	686.05
0000286	00	HAYNES EQUIPMENT CO., INC.						
29313H	002928		00	07/24/2025	521-4220-442.52-12	VALVE KITS	EFT:	1,870.66
						VENDOR TOTAL *	.00	1,870.66
0099999	00	HERNANDEZ, GUSTAVO						

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
0099999	00	HERNANDEZ, GUSTAVO						
000032691		UT	00	07/02/2025	501-0000-229.00-00	FINAL BILL REFUND	3.48	
						VENDOR TOTAL *	3.48	
0000463	00	HOLIDAY CONTRACTING, INC.						
655 N OLIVE		002932	00	07/24/2025	521-4230-442.31-15	CONCRETE SIDEWALK	EFT:	1,850.00
						VENDOR TOTAL *	.00	1,850.00
0000481	00	HOLLIDAY SAND AND GRAVEL						
1500780308		002929	00	07/24/2025	001-3120-431.47-38	SPOILS	EFT:	71.50
						VENDOR TOTAL *	.00	71.50
0005512	00	HOLLIDAY SAND-APAC						
1500780664		002932	00	07/24/2025	521-4230-442.52-12	SPOILS	EFT:	321.75
1500780664		002932	00	07/24/2025	531-4330-443.52-12	SPOILS	EFT:	321.75
						VENDOR TOTAL *	.00	643.50
0004336	00	INSTAFUN KC PHOTOBOOTH LLC						
GARDNER GRIND		002915	00	07/24/2025	001-6110-461.54-51	PHOTO BOOTH RENTAL	EFT:	600.00
4TH OF JULY		002930	00	07/24/2025	001-6110-461.54-51	SOCIAL MEDIA BOOTH RENTAL	EFT:	500.00
						VENDOR TOTAL *	.00	1,100.00
0000982	00	J & A TRAFFIC PRODUCTS LLC						
40061		002927	00	07/24/2025	001-3120-431.52-10	SIGN POST & ANCHOR	EFT:	3,655.00
						VENDOR TOTAL *	.00	3,655.00
0099999	00	JASON & BRITTANY LINGK						
CP84430000	0130003268		00	07/24/2025	001-1130-411.58-00	NRP PROPERTY TAX REBATE	2,046.46	
						VENDOR TOTAL *	2,046.46	
0099999	00	JASON M LINGK						
		002402	00	06/20/2024	001-1130-411.58-00	NRP REBATE	CHECK #: 132421	2,046.46-
						VENDOR TOTAL *	.00	2,046.46-
0003478	00	JCPRD						
1119091.020		002927	00	07/24/2025	001-6110-461.47-53	LITTLE BALLERS PROGRAM	1,736.04	
						VENDOR TOTAL *	1,736.04	
0099999	00	JENSEN, AMBER & ROBERT MEYERS						
000070185		UT	00	06/18/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 133449	23.75-
						VENDOR TOTAL *	.00	23.75-
0005492	00	JEO CONSULTING GROUP, INC						
162134		PI0306 008908	00	06/19/2025	001-3130-431.46-01	GARDNER TRAFFIC SIGNAL	EFT:	5,007.79
						VENDOR TOTAL *	.00	5,007.79
0002760	00	KA-COMM, INC						
197408		002924	00	07/24/2025	001-2120-421.43-05	UNIT #136 SCALE BOX LOOSE	EFT:	124.72
						VENDOR TOTAL *	.00	124.72
0000300	00	KANSAS DEPT OF REVENUE						

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT
0000300	00	KANSAS DEPT OF REVENUE								
5203-8D26-BH67	002929		00	07/23/2025	001-0000-207.20-00	JUNE '25 SALES TAX	CHECK #:	103		3,363.10
5203-K2D5-255G	002930		00	07/23/2025	501-0000-207.20-00	JUNE '25 SALES TAX	CHECK #:	103		53,552.40
5203-HMJH-X5AA	002929		00	07/23/2025	501-4110-441.48-02	JUNE '25 USE TAX	CHECK #:	103		41.24
5203-HMJH-X5AA	002929		00	07/23/2025	501-4120-441.48-02	JUNE '25 USE TAX	CHECK #:	103		80.30
5203-HMJH-X5AA	002929		00	07/23/2025	501-4130-441.48-02	JUNE '25 USE TAX	CHECK #:	103		3,739.63
5203-HMJH-X5AA	002929		00	07/23/2025	501-4140-441.62-15	JUNE '25 USE TAX	CHECK #:	103		21.88
5203-8D26-BH67	002929		00	07/23/2025	551-0000-207.20-00	JUNE '25 SALES TAX	CHECK #:	103		513.47
5203-HMJH-X5AA	002929		00	07/23/2025	603-3150-431.48-02	JUNE '25 USE TAX	CHECK #:	103		9.81
						VENDOR TOTAL *		.00		61,321.83
0000332	00	KANSAS STATE TREASURER								
93011	002925		00	07/23/2025	001-0000-207.10-17	JUNE 2025 COURT	CHECK #:	133		225.00
93011	002925		00	07/23/2025	001-0000-207.10-13	JUNE 2025 COURT	CHECK #:	133		1,437.00
93011	002925		00	07/23/2025	001-0000-207.10-14	JUNE 2025 COURT	CHECK #:	133		374.00
93011	002925		00	07/23/2025	001-0000-207.10-11	JUNE 2025 COURT	CHECK #:	133		93.00
93011	002925		00	07/23/2025	001-0000-207.10-12	JUNE 2025 COURT	CHECK #:	133		1,727.50
93011	002925		00	07/23/2025	001-0000-207.10-15	JUNE 2025 COURT	CHECK #:	133		800.00
93011	002925		00	07/23/2025	001-0000-207.10-16	JUNE 2025 COURT	CHECK #:	133		980.00
						VENDOR TOTAL *		.00		5,636.50
0099999	00	KEPLER, LYDIA								
000027801	UT		00	07/15/2025	501-0000-229.00-00	FINAL BILL REFUND		15.52		
						VENDOR TOTAL *		15.52		
0099999	00	KESSLER, MIKE								
000018743	UT		00	07/07/2025	501-0000-229.00-00	FINAL BILL REFUND		15.43		
						VENDOR TOTAL *		15.43		
0004099	00	KIEWIT POWER ENGINEERING								
9000247689	PI0305	008895	00	02/21/2025	501-4120-441.31-15	ENGINEERING ON-CALL SERV	EFT:			9,885.00
						VENDOR TOTAL *		.00		9,885.00
0001446	00	KMEA EMP #1 OPERATING ACCT								
EMP1-GD-2025-06002917			00	07/24/2025	501-0000-351.13-00	DOGWOOD REVENUE	EFT:			337,466.48
EMP1-GD-2025-06002918			00	07/24/2025	501-0000-351.99-00	ARR CLOSEOUT	EFT:			182,862.54
EMP1-GD-2025-06002919			00	07/24/2025	501-4120-441.41-01	KMEA - EMP1 JUNE 2025	EFT:			520,329.02
						VENDOR TOTAL *		.00		
0003513	00	KMEA- DOGWOOD								
DOGW-GR-2025-08002916			00	07/24/2025	501-4120-441.41-01	DOGWOOD ENERGY 08-25	EFT:			374,520.00
						VENDOR TOTAL *		.00		374,520.00
0000805	00	KMGA GAS SUPPLY OPERATING FUND								
GARD-2025-06	002927		00	07/24/2025	501-4120-441.41-50	NATURAL GAS	EFT:			35.00
						VENDOR TOTAL *		.00		35.00
0002489	00	KPERS								
1822086	003269		00	07/24/2025	721-0000-202.03-01	072425 PAY PERIOD	CHECK #:	112		64,137.21
1822090	003269		00	07/24/2025	721-0000-202.03-01	072425 PAY PERIOD	CHECK #:	112		181.10

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
0002489	00	KPERS						
1822102	003269		00	07/24/2025	721-0000-202.03-05	072425 PAY PERIOD	CHECK #:	750.76
							112	
						VENDOR TOTAL *	.00	65,069.07
0002490	00	KPF						
1822093	003269		00	07/24/2025	721-0000-202.03-02	072425 PAY PERIOD	CHECK #:	44,060.32
1822106	003269		00	07/24/2025	721-0000-202.03-05	072425 PAY PERIOD	CHECK #:	58.45
							113	
						VENDOR TOTAL *	.00	44,118.77
0004307	00	KRUGER TECHNOLOGIES, INC.						
11913	PI0310	008843	00	07/15/2025	117-3120-431.62-05	CONCRETE TESTING	EFT:	890.00
						VENDOR TOTAL *	.00	890.00
0001103	00	KUTAK ROCK LLP						
3595638	PI0313	008907	00	07/11/2025	001-1130-411.31-15	CLARE CROSSING INCENTIVES	EFT:	6,111.00
3595637	PI0314	008909	00	07/11/2025	001-1130-411.31-15	GRAND ST DEVELOPMNT RHID	EFT:	6,866.39
						VENDOR TOTAL *	.00	12,977.39
0004604	00	LAMP, RYNEARSON & ASSOCIATES						
0323149.01	- 20PI0308	008442	00	07/11/2025	531-4340-443.62-10	WW PARK RELIEF SEWER LINE		582.50
						VENDOR TOTAL *	582.50	
0004949	00	LEGAL RECORD, THE						
L24723	002920		00	07/24/2025	001-1150-411.47-01	GRAND STREET REZONING	EFT:	25.62
						VENDOR TOTAL *	.00	25.62
0004811	00	LESTER, JORDYN						
05122025	002930		00	07/24/2025	001-6105-461.46-01	MILEAGE 05/12/2025		68.60
						VENDOR TOTAL *	68.60	
0005186	00	LINDE GAS & EQUIPMENT						
50712186	002927		00	07/24/2025	501-4120-441.44-02	CYLINDER RENTAL	EFT:	52.02
50713606	002927		00	07/24/2025	501-4120-441.44-02	CYLINDER RENTAL	EFT:	542.79
50966465	002932		00	07/24/2025	605-3116-431.44-02	CYLINDER RENTAL	EFT:	94.63
						VENDOR TOTAL *	.00	689.44
0002979	00	LOCHNER, H W INC						
000024642	- 03 PI0309	008771	00	07/02/2025	551-4520-445.31-15	AIRPORT ON-CALL	EFT:	1,022.50
TO0220227	- 09 002932		00	07/24/2025	551-4540-445.62-21	PROFESSIONAL SERVICES	EFT:	1,330.00
						VENDOR TOTAL *	.00	2,352.50
0002579	00	MARVINS TOW SERVICE, INC-OLATHE						
38241	002929		00	07/24/2025	001-6120-461.43-02	HEAVY DUTY WRECKER TOW	EFT:	450.00
						VENDOR TOTAL *	.00	450.00
0003440	00	MIDWEST PUBLIC RISK- PL DEDUCTIBLES						
MPR250391	002929		00	07/24/2025	001-3120-431.45-02	DAMAGES DUE TO MOWER	EFT:	2,500.00
						VENDOR TOTAL *	.00	2,500.00
0099999	00	MILLER, JIMMIE						

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
0099999	00	MILLER, JIMMIE						
000071549		UT	00	07/02/2025	501-0000-229.00-00	FINAL BILL REFUND	21.98	
						VENDOR TOTAL *	21.98	
0005296	00	MISSIONSQUARE RETIREMENT						
6931604		003269	00	07/24/2025	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	12,400.97
6931604		003269	00	07/24/2025	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101	535.52
						VENDOR TOTAL *	.00	12,936.49
0000132	00	NATIONAL SIGN CO., INC.						
IN-211531		002927	00	07/24/2025	001-3120-431.52-10	SIGNS	EFT:	95.75
IN-211606		002932	00	07/24/2025	001-3120-431.52-10	SIGNS	EFT:	321.20
						VENDOR TOTAL *	.00	416.95
0099999	00	NDEMANOU, DJOUFACK						
000069991		UT	00	07/15/2025	501-0000-229.00-00	FINAL BILL REFUND	180.39	
						VENDOR TOTAL *	180.39	
0005353	00	NEW HORIZON RANCH, INC						
03-6691		002844	00	07/02/2025	702-6110-461.54-52	HORSE CAMP	CHECK #: 27551	125.00-
03-6691		002844	00	07/23/2025	702-6110-461.54-52	HORSE CAMP	EFT:	125.00
						VENDOR TOTAL *	.00	
0099999	00	OLSON, DEBORAH & JEFFREY						
000073257		UT	00	07/15/2025	501-0000-229.00-00	FINAL BILL REFUND	30.31	
						VENDOR TOTAL *	30.31	
0000393	00	OLSSON, INC.						
544026		PI0307 008437	00	07/16/2025	501-4140-441.62-15	SUB 1 TRANSFRMR 2 UPGRADE	EFT:	720.00
						VENDOR TOTAL *	.00	720.00
0001138	00	OVERHEAD DOOR CO OF KC, INC.						
SVC/262-1017189002921		002921	00	07/24/2025	603-3150-431.43-01	INSPECTED & EVALUATED	EFT:	1,033.00
						VENDOR TOTAL *	.00	1,033.00
0001569	00	PAYCOR, INC						
INV06475110		003269	00	07/23/2025	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	1,143.27
						VENDOR TOTAL *	.00	1,143.27
0003110	00	REJIS COMMISSION						
558211		002924	00	07/24/2025	001-2110-421.47-05	LEWEB SUBSCRIPTION FEE	EFT:	93.89
						VENDOR TOTAL *	.00	93.89
0004120	00	RIVER GROUP DESIGN						
GRD145		002927	00	07/24/2025	105-1120-411.31-15	2025 JOCO FAIR GAZETTE AD	EFT:	225.00
						VENDOR TOTAL *	.00	225.00
0099999	00	RODRIQUEZ, CADEN						
000074419		UT	00	07/16/2025	501-0000-229.00-00	FINAL BILL REFUND	78.89	
						VENDOR TOTAL *	78.89	
0005307	00	RUSH TRUCK CENTER OF MISSOURI						



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
0002594	00	USD # 231 GARDNER EDGERTON						
2024-2025	002924		00	07/24/2025	001-6110-461.47-53	YOUTH BASKETBALL	EFT:	3,842.90
2024-2025	002924		00	07/24/2025	001-6110-461.47-53	SPRING ADULT WOMEN'S VB	EFT:	96.00
2024-2025	002924		00	07/24/2025	001-6110-461.47-53	WINTER ADULT WOMEN'S VB	EFT:	257.25
						VENDOR TOTAL *	.00	4,196.15
0001126	00	VALIDITY SCREENING SOLUTIONS						
258594	002927		00	07/24/2025	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	325.48
						VENDOR TOTAL *	.00	325.48
0005118	00	VEOLIA WATER TECHNOLOGIES						
25000747RI05700PI0316	008915		00	07/10/2025	531-4320-443.52-12	END BEARING	EFT:	10,615.98
						VENDOR TOTAL *	.00	10,615.98
0000289	00	VIKING INDUSTRIAL SUPPLY						
12612	002925		00	07/24/2025	001-6130-461.52-01	GAC RESTROOM SUPPLIES	EFT:	1,890.07
						VENDOR TOTAL *	.00	1,890.07
0099999	00	WALKER, JON III						
000074109	UT		00	07/02/2025	501-0000-229.00-00	FINAL BILL REFUND		13.03
						VENDOR TOTAL *	13.03	
0000366	00	WARDROBE CLEANERS INC.						
07192025STM	002925		00	07/24/2025	001-2120-421.42-02	DRY CLEANING		339.00
						VENDOR TOTAL *	339.00	
0099999	00	WEAVER, CASSIDY						
000074209	UT		00	07/07/2025	501-0000-229.00-00	FINAL BILL REFUND		59.30
						VENDOR TOTAL *	59.30	
0099999	00	WILEY, THOMAS R						
000074343	UT		00	07/02/2025	501-0000-229.00-00	FINAL BILL REFUND		54.27
						VENDOR TOTAL *	54.27	
0003878	00	YATES ELECTRIC CO. INC.						
7568	002927		00	07/24/2025	531-4320-443.43-02	FAN REPAIR/TROUBLESHOOT	EFT:	631.78
						VENDOR TOTAL *	.00	631.78
						HAND ISSUED TOTAL ***		187,130.16
						EFT/EPAY TOTAL ***		594,723.95
						TOTAL EXPENDITURES ****	8,750.56	781,854.11
					GRAND TOTAL *****			790,604.67

**COUNCIL ACTION FORM**  
**MEETING DATE: AUGUST 4, 2025**  
**STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS**

**CONSENT AGENDA ITEM NO. 3**

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**Agenda Item:** Consider accepting a grant from Johnson County for the spillway repair at Gardner Lake

**Strategic Priority:** Infrastructure and Asset Management  
Quality of Life

**Department:** Public Works

---

**Staff Recommendation:**

Staff recommends accepting a grant from Johnson County for the spillway repair at Gardner Lake.

**Background/Description of Item:**

The City of Gardner applied for a cost-share assistance high hazard potential dam rehabilitation grant from the State Conservation Commission in April of 2024, requesting funds to repair the spillway at Gardner Lake. In August the Division of Conservation notified the City that additional funding had become available and the Gardner Lake Spillway project was approved for grant funding in the amount of \$500,000.00. The City of Gardner requested a cost-share with Johnson County, which was approved on 1/6/2025. The project was put out for bid twice with bid openings on June 4, 2025, and July 18, 2025, with zero bids received. The State and County have agreed to extend funding to 2026. Numbers have been updated to reflect the expected change in costs from shifting the project to 2026.

**Financial Impact:**

The estimated total construction cost of the project is \$770,512.50. The State Conservation Commission is providing \$500,000.00 of the cost of construction. The remaining \$270,512.50 will be split between Johnson County and the City of Gardner, which each providing \$135,256.25. The city will utilize lake property sales to pay for the remainder of the project.

**Attachments:**

Intent to Fund Agreement

**Suggested Motion:**

Authorize the City Administrator to execute the Intent to Fund agreement between Johnson County and the City of Gardner for the Gardner Lake spillway project.

Project ID#: 5-GA-2020-R-1	Watershed Org #: 5
Sponsoring City: Gardner	
General Location: Gardner Lake Spillway	

## Intent to Fund

Please return this form by **Aug 22nd, 2025**

Estimated total project cost: \$770,513  
 Estimated County share: \$135,257  
 Estimated City share\*: \$635,256

Application for Funding		
Contact: <i>Robert Davis</i>		
Address: <i>120 E. Main Street</i>		
City: <i>Gardner</i>		
Phone: <i>913-856-0918</i>		
Preliminary Schedule	Estimated Starting Date	Estimated Completion Date
Construction	<i>3/1/2025</i>	<i>6/30/2026</i>

Signing this Intent to Proceed indicates that the requirements of participation in the County's program have been reviewed and City of Gardner is willing to assume responsibilities for the project including but not limited to project administration, planning, local share of funding.

<u>ACCEPT</u> Project Funding for 2026		
Name:	Title:	Date:

<u>ACCEPT</u> Project Funding for Future Construction Year		
Name:	Title:	Date:
Construction Year:		

The City has determined with a reasonable amount of certainty the year that construction will take place. The project will be placed on the 5-Year CIP for that year and will receive priority funding over new projects for that year.  
 \*Please note that future funding is not guaranteed and subject to availability of funds.

<u>DECLINE</u> Project Funding		
**We do not wish to participate in funding for the project indicated at this time**		
Name:	Title:	Date:

The City understands that funds reserved for this project in 2026 will be reallocated. However, the project will retain its priority ranking and will be eligible for funding in future program years.

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 4

**MEETING DATE:** AUGUST 4, 2025

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors

**Strategic Priority:** Fiscal Stewardship

**Department:** Utilities - Electric

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

As a member city of the Kansas Municipal Gas Agency, Gardner is required to appoint a Member (Director) and Alternate Member (Alternate Director) to serve on the agency's Board of Directors. The City's Directors must be appointed by the City Council.

Gardner's current representatives on the KMGA Board of Directors are:

1. Director – Evan Rose, expiring August 31, 2026
2. Alternate – Jeff LeMire, expiring August 31, 2025

There are two meetings per year, generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

### **Staff Recommendation:**

Appoint Jeff LeMire with voting rights on the Kansas Municipal Gas Agency Board of Directors.

### **Financial Impact:**

There would be some travel expenses paid from the Electric Fund.

### **Attachments:**

- KMGA By-Laws excerpt
- Certificate of Appointment for Alternate

### **Suggested Motion:**

Appoint Jeff LeMire as Alternate with voting rights on the Kansas Municipal Gas Agency Board of Directors for two-year terms expiring on August 31, 2027.

**EXCERPT OF AMENDED AND RESTATED BYLAWS OF KANSAS MUNICIPAL GAS AGENCY**

**ARTICLE V**

**BOARD OF DIRECTORS**

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**Section 5.1. Selection of Directors.** The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

**Section 5.2. Voting Powers.** Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board of shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

**Section 5.3. Compensation.** Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

**Section 5.4. Vacancies.** In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

**Section 5.5. Removal or Resignation.** A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

**Section 5.6. Successor Director.** Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

**Section 5.7. Alternates.** In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.



**CERTIFICATE – ALTERNATE**  
**KANSAS MUNICIPAL GAS AGENCY**  
**BOARD OF DIRECTORS**

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.7 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of \_\_\_\_\_, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_;

Name: _____	Title: _____	
Address: _____		
City: _____	State: _____	Zip Code: _____
Office Phone: _____	Cell Phone: _____	Fax: _____
Email Address: _____		

was appointed to serve on the KMGA Board of Directors for the term indicated below:

Term expiring \_\_\_\_\_

Permanent term

The above appointed Alternate Director **is**      **is not**      (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_, Kansas

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 5

**MEETING DATE:** AUGUST 4, 2025

**STAFF CONTACT:** AMY NASTA, DEPUTY CITY ADMINISTRATOR

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**Agenda Item:** Consider authorizing the execution of an agreement with Insight Global, LLC for executive recruitment services for the Utilities Director position.

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Administration

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### **Staff Recommendation:**

Staff recommends authorizing the execution of an agreement with Insight Global, LLC for executive recruitment services for the Utilities Director position for a fee equivalent to twenty-five percent (25%) of the first year's annual compensation of the candidate.

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

Utilities Director Gonzalo Garcia has indicated his intent to resign his position with the City of Gardner effective August 15, 2025.

As the Utilities Director position requires a broad level of technical knowledge across multiple disciplines including Electric Generation and Distribution, Water Treatment and Distribution, and Wastewater Collection and Treatment, Staff has determined that a nationwide talent search will be necessary to fill this position.

Staff reached out to multiple recruiters, and determined Insight Global, LLC offers recruitment services and a talent acquisition network sufficient to meet the City's needs at a price point comparable to other responses received.

Insight Global additionally offers a replacement guarantee for ninety (90) days following candidate placement, and a non-solicitation clause for both the candidate and for City Staff who materially participate in the search.

### **Financial Impact:**

The exact financial impact of this recruitment is unknown, as the recruitment fee is equivalent to twenty-five percent (25%) of the first year's annual compensation of the candidate. The exact compensation of the candidate will be determined based on candidate qualifications. The Utilities Director position falls within Pay Range 10 (\$9,377 - \$14,488 per month). Expenses related to the recruitment will also need to be reimbursed.

Staff estimates the total cost of the recruitment will fall between \$37,500 and \$45,000 and will be paid out of the Electric Fund. While it is possible this item will not meet the \$40,000 threshold requiring Council approval, Staff felt it pertinent to bring the item forward immediately to both ensure transparency and expedite the recruitment process.

### **Attachments included:**

- Insight Global, LLC Engagement Letter

- Presentation of Services
- Updated Utilities Director Job Description

**Suggested Motion:**

Staff recommends authorizing the execution of an agreement with Insight Global, LLC for executive recruitment services for the Utilities Director position for a fee equivalent to twenty-five percent (25%) of the first year's annual compensation of the candidate.



July 28, 2025

**PERSONAL AND CONFIDENTIAL**

City of Gardner

**Re: Insight Global Executive Search Engagement Letter**

Dear Customer:

On behalf of Insight Global, LLC (“Insight Global”, “we”, “us” or “our”), we appreciate the opportunity to represent City of Gardner (“Client”, “you” or “your”) in the identification and selection of a candidate to fill the position set forth in the Services provision below (the “Position”). We are excited and eager to begin the search and are confident we will be able to assist you in finding and securing a candidate with the qualifications, ambition and character that you desire.

The purpose of this letter (the “Engagement Letter”) is to memorialize the understanding between the parties regarding our executive search services. This Engagement Letter will serve as the entire agreement between the parties with respect to our services regarding the Position.

**Services**

Insight Global shall utilize its proprietary executive search and sourcing methodology to assist Client with the identification of a candidate for the following Position:

Utilities Director

City of Gardner – Gardner, Kansas

While we are confident in our executive search methodology, we recognize the importance of casting a wide net and that good candidates are introduced from a variety of different sources. Insight Global will assist you in making a final decision from among all of the potential candidates, no matter the source. In order to ensure all resources are vetted through our rigorous screening process, you agree to keep us informed of any additional candidates that may come to your attention during any phase of the engagement (each an “Outside Candidate”). If an Outside Candidate becomes a finalist in the search, we will work with you to complete final reference checks and negotiate the compensation package. We may provide advice and recommendations throughout this engagement, but the decision to hire a particular candidate, shall be the responsibility of, and made solely by, Client.

**Screening**

Insight Global will verify candidate educational credentials and perform reference checks as part of its screening process. To the extent you would like additional screening or pre-employment



background checks on candidates as part of this engagement, we will cooperate with any investigative firm you engage to conduct such investigations.

### **Fees, Expenses and Payment Terms**

Insight Global's fee for this engagement is 25% of the annualized compensation of the candidate employed to fill the position (the "Fee"). Annualized compensation includes annual salary, car allowance, bonuses and any other compensation that is expected to be earned by such candidate during the first twelve (12) months of employment with Client, typically reflected in any written offer of employment provided by Client and accepted by the candidate (the "Offer Letter").

Client acknowledges that Insight Global performs its services on retainer, and that Fees and Expenses for professional services rendered are not contingent upon the hiring of one of Insight Global's candidates. Following execution of this Engagement Letter (the "Effective Date"), Client will be responsible to pay to Insight Global the projected amount of the Fee, calculated assuming an estimated first year total cash compensation between one hundred and twenty thousand dollars (\$112,000.00) and one hundred seventy-three thousand dollars (\$173,000.00), as set forth in immediately following paragraph.

Insight Global will invoice Client for the Fee in installments as follows: (i) one third of the Fee on day one (1) of recruiting, (ii) one third of the Fee on day thirty (30) of recruiting, and (iii) the remainder of the Fee upon successful identification of a candidate and the execution of an offer letter by such candidate. If the engagement is cancelled within forty-five (45) days from the Effective Date, Insight Global will refund fees paid to Insight Global by Client, pursuant to the following tiered schedule, excluding Expenses:

0-15 Days	100% Refund
16-30 Days	50% Refund
31-45 Days	25% Refund
46+ Days	0% Refund

If within one year following the completion or termination of the engagement, Client subsequently hires a candidate processed by Insight Global as part of the engagement, the full Fee for such candidate will become payable.

When the engagement is completed, and the annualized compensation is determined, you will provide us with a copy of the Offer Letter or other documentation evidencing the compensation package, and we will invoice you for remainder of the Fee. In the event that the finalized annualized compensation is lower than initially negotiated, Insight Global will reimburse Client accordingly.

In the event you hire any candidates identified by Insight Global in connection with this engagement for a position other than the Position (or you otherwise retain them as a consultant or independent contractor within Client) during the term of this Engagement Letter or within one year thereafter, we will charge a fee of twenty-five percent (25%) of the expected annualized compensation (an "Additional Hire Fee").

Insight Global requires reimbursement for direct expenses, indirect expenses, and applicable value added (VAT)/sales taxes incurred in connection with this engagement ("Expenses"). Direct



expenses are costs associated with the interviewing and selection process and visits to your offices. Insight Global will provide Client with documentation of such Direct Expenses at the request of Client. Indirect expenses are costs that are attributable to client engagements as incremental costs but are not possible to attribute to each individual engagement, representing 7% of the Fee. Applicable VAT/sales tax will be charged on services and expenses unless you provide a valid VAT and/or sales tax exemption certificate. Insight Global will include Expenses as a separate line item on its invoice.

Payment is due within thirty (30) days of Client's receipt of the respective invoice. Insight Global shall present and accept remittance of all invoices electronically, instructions for which shall be communicated to Client on each invoice. Client agrees to provide Insight Global with the appropriate billing contact information, including remittance email address. Insight Global may (among other remedies) halt or terminate its services entirely if payment is not timely received.

### **Replacement Guarantee**

If the candidate resigns or the candidate's employment is terminated for any reason, except for death, disability, change of control, company relocation, material change in compensation or a material change in responsibilities of the position from the initial position specification, within ninety (90) days of the candidate's start date of employment with Client, we will conduct a search as soon as possible following notice of such candidate's resignation or termination to find that candidate's replacement charging only Expenses.

### **Deliverables**

Upon full payment of all amounts due Insight Global in connection with this engagement, Client will own all rights in the tangible items delivered to Client by Insight Global for this engagement (the "Deliverables"). Insight Global will retain sole and exclusive ownership of all rights to its ideas, work papers, proprietary information (including but not limited to candidate lists for this engagement), processes, methodologies, know-how and software, including such information as existed prior to the delivery of its services hereunder and, to the extent such information is of general application, anything which we may discover, create or develop during Insight Global's provision of services ("Insight Global Property").

To the extent that any Deliverables contain Insight Global Property, Insight Global hereby grants Client a non-exclusive, non-assignable, fully paid-up, worldwide, royalty-free license to use such Insight Global Property in connection with the Deliverables and the subject of the engagement and for no other or further use without the express, prior written consent of Insight Global. If any Deliverables are subject to any third-party rights (such as software or intellectual property rights), Insight Global will notify Client of such rights. Client agrees that Insight Global will have permission to use and refer to Client (including any Client affiliate if it is the employer), Client logo and the successful placement's name and title in Insight Global promotional material.

Client agrees that neither the services nor any Deliverables are intended for the express or implied benefit of any person or entity other than Client.

### **Non-solicitation**



Insight Global will not recruit a candidate placed with Client during that candidate's tenure with Client. In addition, Insight Global will not recruit his/her direct reports or manager, or any employees of Client who materially participated in this search, for a period beginning on the Effective Date and concluding 12 months following the candidate's start date with Client. Notwithstanding the foregoing, we will not be bound by these restrictions in the event that Client (or any successor entity thereto) (i) cancels or terminates this Engagement Letter prior to full payment of the Fee and Expenses (other than for cause, as determined in the reasonable discretion of Client); (ii) ceases to exist (whether by operation of law, merger into another entity, dissolution or otherwise); (iii) continues to be in material breach of this Engagement Letter thirty (30) days after receipt of written notice by Insight Global of such breach; or (iv) authorizes an exception in writing. Additionally, the restriction shall not apply to individuals who were being recruited by Insight Global prior to the Effective Date.

### **Confidentiality**

The receiving party agrees to protect any information relating to Insight Global, or Client supplied in connection with this engagement and designated by either party as confidential (or which the other party should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure) ("Confidential Information") in a reasonable and appropriate manner (using at least the same degree of care to protect it that it uses to protect its own confidential information, but not less than reasonable care) and use such Confidential Information only to perform its obligations under this Engagement Letter and for no other purpose. Additionally, the receiving party will not, except as required by applicable law, rule, regulation or demand by a governmental authority, disclose such Confidential Information without the prior written consent of the party such Confidential Information belongs to. Confidential Information does not include information which (i) is or becomes publicly known through no fault of or breach of any confidentiality obligation by the receiving party, (ii) was already known to the receiving party at the time of the initial disclosure and the receiving party can demonstrate as such, (iii) was or is disclosed to the receiving party from a third party not known to be prohibited from disclosing such information to the receiving party by a legal, contractual or fiduciary obligation, or (iv) is independently developed without use of or reference to the Confidential Information. If required by applicable law, rule, regulation, or demand by a governmental authority to disclose any confidential information, the receiving party will (to the extent legally permissible) provide the disclosing party with prompt notice of such legal requirement.

### **Data Protection and Privacy**

Client recognizes that Insight Global will provide Client with certain individually identifiable information about potential candidates ("Candidate Data") in connection with the performance of its services pursuant this Engagement Letter. Client understands the sensitivity and importance of this data, and therefore agrees that it will expressly limit the use, disclosure, and processing of Candidate Data solely for the purposes of evaluating candidates in connection with these services. Client also agrees to: (i) use its commercial best efforts to protect Candidate Data against unauthorized or unlawful processing, accidental loss, improper access, disclosure or damage; (ii) inform itself of, and observe, data protection and privacy regulations and requirements that apply to Candidate Data; and (iii) indemnify, defend and hold Insight Global harmless for any damage or



expense, including reasonable attorney's fees and costs, resulting from the Client's contravention or other violation of these provisions or any applicable data protection or privacy regulations or requirements.

#### **Term**

Unless terminated sooner or extended by the parties, the engagement shall terminate on the completion of the services hereunder. The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other.

#### **Independent Contractor**

It is understood and agreed that each party is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venture, co-owner or representatives.

#### **Limitation on Damages**

In no event will either party be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill. As a condition for recovery of any liability, the parties must assert any claim within three (3) months after discovery or sixty (60) days after the termination or expiration of this Engagement Letter, whichever is earlier. In no event shall Insight Global's liability to Client exceed the aggregate amount of the fees actually paid by the Client to Insight Global pursuant to this Engagement Letter, whether arising from an alleged breach of this Engagement Letter, an alleged tort or any other cause of action.

#### **Third Party Disputes**

Client shall reimburse Insight Global for all reasonable staff time, attorneys' fees and expenses Insight Global incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, legislative or regulatory hearings, investigations or other civil or criminal proceedings arising in connection with this engagement, unless and only to the extent they are a result of Insight Global's gross negligence or willful misconduct.

#### **Entire Agreement**

This Engagement Letter constitutes the entire agreement between the parties' with respect to the subject matter contained herein, and supersedes all other prior written or oral agreements and undertakings with respect to such subject matter, including any proposal provided by Insight Global (except as specifically referenced).

If this Engagement Letter correctly sets forth the understanding between us, please sign below and return a copy via e-mail to me at [Brenden.Corfee@InsightGlobal.com](mailto:Brenden.Corfee@InsightGlobal.com). This Engagement Letter may be executed in one or more counterparts, each of which shall be deemed an original and delivered via facsimile or electronic mail via the portable document format (PDF).

Very truly yours,



**INSIGHT GLOBAL, LLC**

BY: \_\_\_\_\_

Agreed to and accepted:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Retained Search

# TODAY'S AGENDA

01

RETAINED  
SEARCH  
OVERVIEW

02

ENGAGEMENT  
PROCESS

03

SEARCH  
APPROACH

04

DIFFERENTIATORS

05

OUR SOLUTIONS

06

Q&A

# RETAINED SEARCH CUSTOMERS

## Private Equity Partners

**LGP** | LEONARD GREEN & PARTNERS

**HP** HARVEST PARTNERS

**ORG** OWNER RESOURCE GROUP

## Small & Mid-Sized (\$5-900MM)

**Qntfy**

**PYE-BARKER**  
FIRE & SAFETY, INC.

**StarKist**

**K-TEC**  
EARTHMOVERS INC.

**OTR Wheel Engineering**

**STATEWIDE**  
SAFETY SYSTEMS

**Fresh Mark**

**LAZER SPOT**  
Yard Management Services and Solutions

**USMED-EQUIP**  
★★★★

## Large Companies (\$1B+)

**TBC CORPORATION**  
TIRE KINGDOM  
NTB  
BIG TIRES  
MIDAS

**COX ENTERPRISES**

**Royal Caribbean INTERNATIONAL**

**TSC TRACTOR SUPPLY CO.**

**CISCO**

**Sonic Automotive**

**BD**

**BANCO POPULAR**

**T-Mobile**

# ENGAGEMENT KICKOFF

*We dig deep to understand your needs, attract top talent, and add more value than just filling an open position.*





# OUR SEARCH APPROACH

*We are systematic, thorough, and collaborative. We keep you engaged throughout the process so we can continuously evolve.*



## Candidate Worksheet

100-150 top target candidates are approached across 3-4 attempts through various methodologies.



## Multi-Step Screening Assessment

Competency based interview assessments run by an Executive Talent Advisor, Account Manager, and Executive Engagement Manager.



## Candidate Long List & Short List

Once candidates are qualified, interested, and assessed, we present a long list of recommendations to you. Together, we select a short list of 3-5 candidates to take through your interview process.



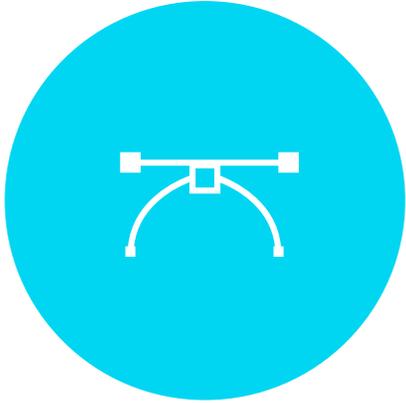
## Ongoing Reporting

Comprehensive weekly status reporting including:

- Candidate outreach success
- Compensation trends (salary, benefits, bonuses)
- Brand perception
- Market intelligence data

# INTERVIEW & OFFER EXECUTION

*We take great care in providing a white-glove candidate experience to best represent your organization and close.*



## Client Interviews



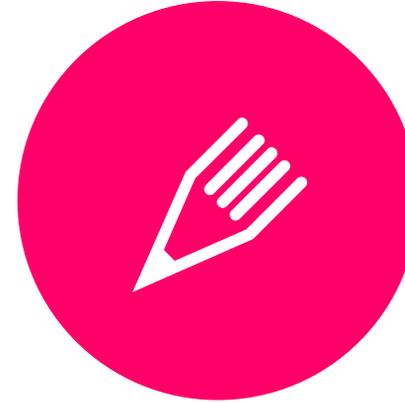
- Alleviate administrative scheduling
- Attend interviews for collaborative & streamlined feedback
- Consistent communication & relationship building with candidates for a positive experience



## Offer Execution



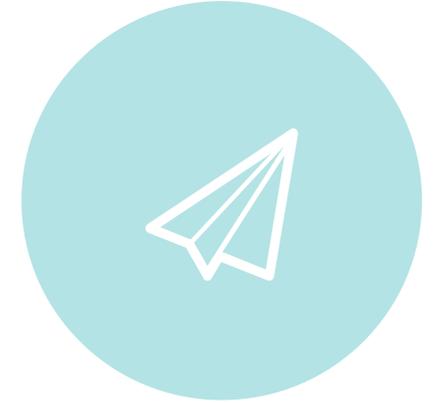
- Final diligence on feedback and selection
- Run and share reference checks
- Facilitate package negotiations



## Facilitate Onboarding



- Consistent communication through the onboarding process for a smooth and timely transition



## Post Engagement Support



- Two-way check-ins on a quarterly basis to facilitate a successful transition and share positive/constructive feedback

# OUR DIFFERENTIATORS

*What makes our team unique.*



## LARGE FIRM BOUTIQUE APPROACH

20+ year network across 62+ locations in  
North America  
Transparent, consultative approach  
Highest quality of service  
Client and candidate first mentality



## UNIQUE PARTNERSHIP MODEL

Dedicated delivery team:  
Local Account Manager  
Engagement Manager  
Professional Recruiter / Talent Advisor



## RECRUITING EXPERTISE

Promote from within - recruiting is in our  
DNA  
Average time to fill: 60 days  
Success Rate:  
IG: 88%  
Industry Average: 67%

# CUSTOMIZED SOLUTIONS

*Our fees range from 25-35% depending on the assignment.*



## Level I

*Niche, individual contributor roles*

*90-day replacement guarantee*

*30-day search guarantee*

*Invoice schedule:*

- *½ Day 1*
- *½ offer accepted*



## Level II

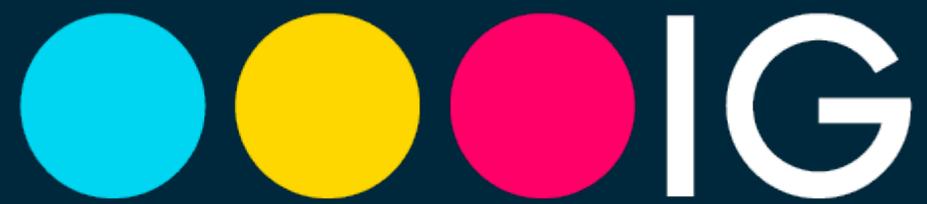
*Mid to upper-level management*

*90-day replacement guarantee*

*60-day search guarantee*

*Invoice schedule:*

- *1/3 Day 1*
- *1/3 Day 30*
- *1/3 offer accepted*



# City of Gardner Position Description

## UTILITY DIRECTOR

<i>Position Title:</i>	<i>Utility Director</i>
<i>Reports To:</i>	<i>City Administrator</i>
<i>Salary Range:</i>	<i>10</i>
<i>FLSA Status:</i>	<i>Exempt (not eligible for overtime pay)</i>
<i>Last Update:</i>	<i>July 23, 2025</i>

### Position Summary:

The Utility Director operates, implements, plans and directs a comprehensive utility program that will ensure sound planning, maintenance and service to the public for water, wastewater and electric systems; plans, implements and completes the Capital Improvements Program; requires interpretive skills in established standards and procedures. Must demonstrate leadership, honesty, integrity, confidentiality, dependability, and flexibility, along with initiative and motivation, to organize and complete tasks and meet deadlines acting independently.

### JOB SCOPE:

Serves as Utility Director, assisting the City Administrator and other City officials in determining overall policy and direction for the City utility programs; administers all functions to include budgeting, scheduling and coordination, capital improvements, implementation, planning, personnel, and long and short range projects for the utilities.

### Essential Duties and Responsibilities:

#### Strategic Planning & Management

- Recommends and initiates departmental policies, supervises and assists with functions that include water treatment and distribution, wastewater treatment and collection, and electric distribution and generation.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement solutions.
- Plans and implements maintenance and improvement projects, and ensures projects are completed in a timely manner to include construction, installations, repair and maintenance of utility systems.
- Makes presentations to the Advisory Commission, City Council, Planning Commission, and citizens groups, and represents the City on committees or task forces.
- Keeps the Advisory Commission and Governing Body informed of the department's conditions and needs.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in electrical generation and distribution.
- Develops effective channels of communication with City officials, department heads, community leaders and the general public.
- Attends meetings and conferences as required.
- Establishes priorities for short- and long-range projects and coordinates implementation.
- Plans, coordinates, and supervises the design, construction, and inspection of all capital improvement projects and construction of public infrastructure improvements.
- Assists with the review of all utility extensions in subdivisions, developments, or site plans in accordance with the City codes, policies, and regulations.
- Meets and confers with the public, developers, and contractors regarding proposed development.
- Inspects all work in progress; serves as a liaison with various contractors and engineers.
- Assures the effective use of all personnel, equipment, and facilities.
- Prepares and submits reports as required by Federal, State, and local laws and regulations.

#### Budget and Purchasing

- Review, analyze and make recommendations concerning existing and proposed utility rates.
- Evaluate power supply costs monthly. Calculate any necessary power cost adjustment and provide PCA to customer service for billing.
- Responsible for all major purchases of material and equipment to maintain operations of the utility department, including power agreements.
- Responsible for procurement and administration of RFP proposals from engineering consultants for major projects.
- Responsible for public funds with authority to release as authorized within approved budget and guidelines.
- Prepares and recommends a comprehensive budget and supporting data, to include financing options, covering all areas of the public utility.

#### Performance Measurements and Reporting

## City of Gardner Position Description – Utility Director

### Page 2 of 3

- Coordinates and implements performance measurements.
- Implements records and report systems, utilizing computer systems.
- Maintains accurate customer outage records and calculates service reliability indices monthly.

#### Personnel and Staffing

- Direct organization to assure effective, efficient and flexible use is being made of available personnel and equipment.
- Select, train, motivate and evaluate utility personnel; provide and coordinate staff training, work with employees to correct deficiencies.
- Evaluate and prepare long range staffing plans and development.

#### Other Duties

- Performs other related duties as deemed necessary or as required.

### Education, Certification and Experience Requirements:

**Minimum Requirements:** Graduation from an accredited college or university with a Master's degree preferred in engineering, public administration, management or related field and ten (10) years of increasingly responsible management experience in engineering and the utility industry, and at least five (5) years in a direct management position. Proven track record of leadership and employee involvement. Excellent judgment and decision making skills. Strong interpersonal skills including the ability to effectively motivate others. Must be a licensed Professional Engineer. Requires the possession of a valid driver's license and a good driving record.

### Essential Skills, Knowledge and Abilities:

A thorough knowledge of the principals and practices regarding a Public Utility. A working knowledge of energy management and conservation principles, with a strong background in electric generation and distribution preferred. Ability to exercise supervision over all consultants and department personnel directly or through subordinate supervisors. Ability to work under broad policy guidance and direction. Ability to delegate authority and responsibility and to direct professional, technical, and other personnel in a manner conducive to full performance and high morale. Ability to establish and maintain effective working relationships with City officials, subordinates, contactors, developers, representatives of other agencies, and the general public. Ability to supervise and coordinate the activities of a complex organization and to exercise sound judgment in evaluation situations and making decisions. Ability to foster a safe and cooperative work environment. Ability to effectively communicate both verbally and in writing.

### Tools and Equipment Used:

Personal computer, including word processing and spreadsheet applications; telephone; copier; facsimile, and motor vehicle.

### Physical Demands:

The physical demands described here are representative of those that an employee must meet to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This position requires light physical work requiring the ability to walk and/or climb over rough or difficult terrain, ability to work outside in inclement weather conditions, visual acuity to inspect projects, ability to communicate with co-workers and general public, and the ability to work safely in hazardous situations. While performing the duties of this job, the employee is also required to sit and talk and hear. The employee is frequently required to walk; use hands to operate, finger, handle or feel objects, tools, or controls; and reach with hands and arms.

### Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee normally works both outside and within an office environment. Noise levels range from moderately quiet to very noisy.

### Selection Guidelines:

Formal application, rating of education and experience; and successful completion of oral interview; reference check; physical and drug screen; and background checks are required. Job related tests including assessments may be required.

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*The City of Gardner is an equal opportunity employer. Any applicant/employee with a disability as defined in the Americans with Disabilities Act may request an accommodation to perform the functions of this position. Requests should be directed to the immediate supervisor.*

The duties listed above are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

**City of Gardner Position Description – Utility Director**  
**Page 3 of 3**

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

# COUNCIL ACTION FORM      PLANNING CONSENT AGENDA ITEM NO. 1

**MEETING DATE:**    AUGUST 4, 2025

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

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**Agenda Item:**            Consider accepting the dedication of right-of-way and easements on the final plat for Tuscan Farm 2<sup>nd</sup> Plat

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

**Department:**            Community Development Department

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

The property was annexed into the City of Gardner on June 19, 2017 with Ordinance No. 2548. Currently, the property is undeveloped. On December 18, 2017, the property was rezoned from A (Agriculture) District to R-1 (Single Family Residential) and R-3 (Garden Apartment) Districts with a preliminary plat for 207 single family lots and 14 4-plex pinwheel garden apartments on 82.80 acres. Phase I of the development was approved on December 18, 2017 and is under development. The developer is proposing to move the amenity area to the west. Relocating the amenity area allows for the development of three lots using infrastructure constructed with Phase I.

## **Planning Commission Action/Recommendation:**

Approve the final plat as proposed and recommend the Governing Body accept the dedication of right-of way and easements as shown on the final plat, provided the following conditions are met:

1. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits;
2. All taxes/fees shall be paid prior to the release of the final plat for recording; and
3. The plat shall be recorded prior to the release of any building permits.

## **Staff Recommendation:**

Staff recommends approval of the final plat for Tuscan Farm, 2<sup>nd</sup> Plat with the conditions outlined in the Planning Commission Action.

## **Financial Impact:**

Excise tax is typically levied with the act of platting property in the city and excise tax shall be paid prior to the release of the plat for recording.

**Other Impacts:**

None

**Attachments included:**

- Planning Commission Draft Meeting Minutes
- Planning Commission Packet

**Suggested Motion:**

Accept the dedication of right-of-way and easements on the final plat for Tuscan Farm 2<sup>nd</sup> Plat (25-312-07)

## Regular Agenda

1. **Tuscan Farm 2<sup>nd</sup> Plat – Revised Preliminary Plat and Final Plat** – Relocate amenity center and create lots where amenity center previously shown, generally located at 196<sup>th</sup> Street and Amherst Street (25-312-07)

Planner Jesse Hunter gave the staff presentation.

Jim Long with Schlager, did not give a presentation but was available to answer questions.

The Planning Commission discussed the condition related to ensuring the stormwater detention is constructed prior to building permits being issued for the three homes.

### **Motion:**

**Approve the revised preliminary and final plats for Tuscan Farms 2<sup>nd</sup> plat, subject to the following conditions:**

1. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits;
2. All taxes/fees shall be paid prior to the release of the final plat for recording; and
3. The plat shall be recorded prior to the release of any building permits.

Motion: Commissioner Combs

Second: Commissioner O'Lucci

Motion carried unanimously, 5-0.

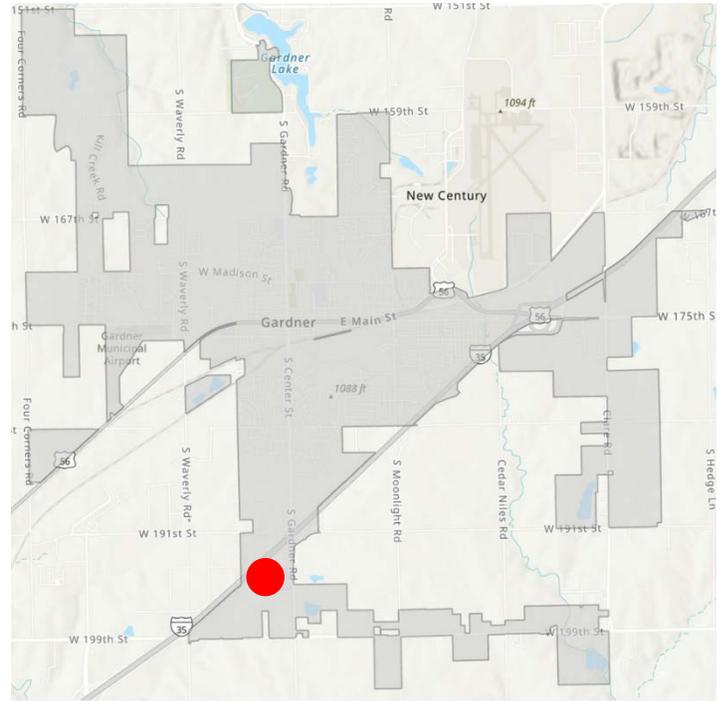
[https://www.youtube.com/live/pqOetUukSog?si=W4ippiSv6-S\\_87Wx](https://www.youtube.com/live/pqOetUukSog?si=W4ippiSv6-S_87Wx)

## Project Name: TUSCAN FARM 2ND PLAT

PROJECT NUMBER	25-31200007
REQUEST	TUSCAN FARM 2ND PLAT: PP, FP
APPLICANT	SCHLAGEL - JIM LONG P.E
OWNER	TUSCAN FARM LLC
ADDRESS	29701 W 196TH ST
PARCEL ID	CP87700000 0T0C

### Executive Summary

PRESENT ZONING:	R-3
PRESENT LAND USE:	VACANT
TOTAL SITE AREA:	2.835 ACRES
EXISTING LOT #:	1 TRACT
PROPOSED LOT #:	PRELIMINARY PLAT - 6, FINAL PLAT - 3
PROP BUILDING TYPES:	RESIDENTIAL SINGLE FAMILY
PROP STREET TYPE:	STANDARD LOCAL



Site Location Map



Aerial of Subject Site

### Project Description

The proposed preliminary plat is for 6 single family residential lots and two tracts for the relocated amenity area and a detention basin on 2.835 acres. The proposed final plat is for 3 single family residential lots located where the amenity area was previously approved and Tract F to the south that will contain a detention basin.

## Background/History

The property was annexed into the City of Gardner on June 19, 2017 with Ordinance No. 2548. Currently, the property is undeveloped. On December 18, 2017, the property was rezoned from A (Agriculture) District to R-1 (Single Family Residential) and R-3 (Garden Apartment) Districts with a preliminary plat for 207 single family lots and 14 4-plex pinwheel garden apartments on 82.80 acres. Phase I of the development was approved on December 18, 2017 and is under development. The developer is proposing to move the amenity area to the west. Relocating the amenity area allows for the development of three lots using infrastructure constructed with Phase I.

## Surrounding Zoning and Land Use

Zoning	Use(s)
<b>North of Subject Property</b>	
R-1 (Single Family Residential) District	Tuscan Farm Phase I
<b>East of Subject Property</b>	
R-1 (Single Family Residential) District	Tuscan Farm Phase I
<b>South of Subject Property</b>	
R-1 (Single Family Residential) District R-3 (Garden Apartment) District	Vacant - future Tuscan Farm phases
<b>West of Subject Property</b>	
R-1 (Single Family Residential) District	Future Tuscan Farm phases

## Utilities / Infrastructure

### Electric

Electric is provided by the City of Gardner.

### Water

Water is provided by the City of Gardner.

### Sanitary Sewer

Sanitary sewer is provided by the City of Gardner.

### Stormwater

A stormwater basin will be constructed in Tract F.

### Roadway Network & Vehicular Access

The existing 196th Street will provide access to the three lots in the final tract.

### Sidewalks

Sidewalk will be extended along W 196<sup>th</sup> Street with the construction of the houses.

## Staff Analysis

The preliminary and final plats are in accordance with the Comprehensive Plan and in particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles and concepts of the plan.

### Preliminary Plat

The preliminary plat includes only that portion of the property that is proposed to change. The property currently platted as the amenity area (Tract C) is zoned R-3 (Garden Apartment) District, while the rest of the property shown on the preliminary plat is zoned R-1 (Single Family Residential) District. The applicant is proposing 6 single family lots and an amenity area, both of which are allowed in the R-1 and R-3 zoning districts.

## Final Plat

The final plat includes three lots within the R-3 zoned area and Tract F for stormwater detention. The utilities and street are already in place, as they were installed with phase I of Tuscan Farm. No additional right-of-way is proposed to be dedicated, however additional utility easements will be required to be dedicated.

## Staff Recommendation

Staff recommends approval of the preliminary plat and final plat for Tuscan Farm 2<sup>nd</sup> Plat, subject to the following conditions:

1. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits;
2. All taxes/fees shall be paid prior to the release of the final plat for recording; and
3. The plat shall be recorded prior to the release of any building permits.

## Potential Actions

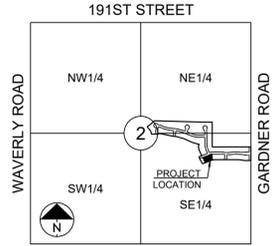
Per Section 17.03.010 (G) of the Gardner Land Development Code, a review body may take the following actions (or recommend the following when the review body is a recommending body):

1. Approve the application.
2. Approve the application with conditions or modifications.
3. Deny the application.
4. Continue the application to allow further analysis.

The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

## Attachments

1. Preliminary Plat
2. Final Plat



SECTION 2-15-22

LOCATION MAP  
 SCALE 1" = 2000'

OWNER/DEVELOPER:

TUSCAN FARM, LLC  
 CLINT BURKOLL  
 PO BOX 66  
 GARDNER, KANSAS 66030  
 p (913) 285-2900  
 METROK1@GMAIL.COM

ENGINEER:

JIM LONG, P.E.  
 SCHLAGEL & ASSOCIATES, P.A.  
 (913) 492-5158  
 COMMENTS@SCHLAGELASSOCIATES.COM

SURVEYOR:

AARON REUTER, P.S.  
 SCHLAGEL & ASSOCIATES, P.A.  
 (913) 492-5158  
 AR@SCHLAGELASSOCIATES.COM

**LEGEND:**

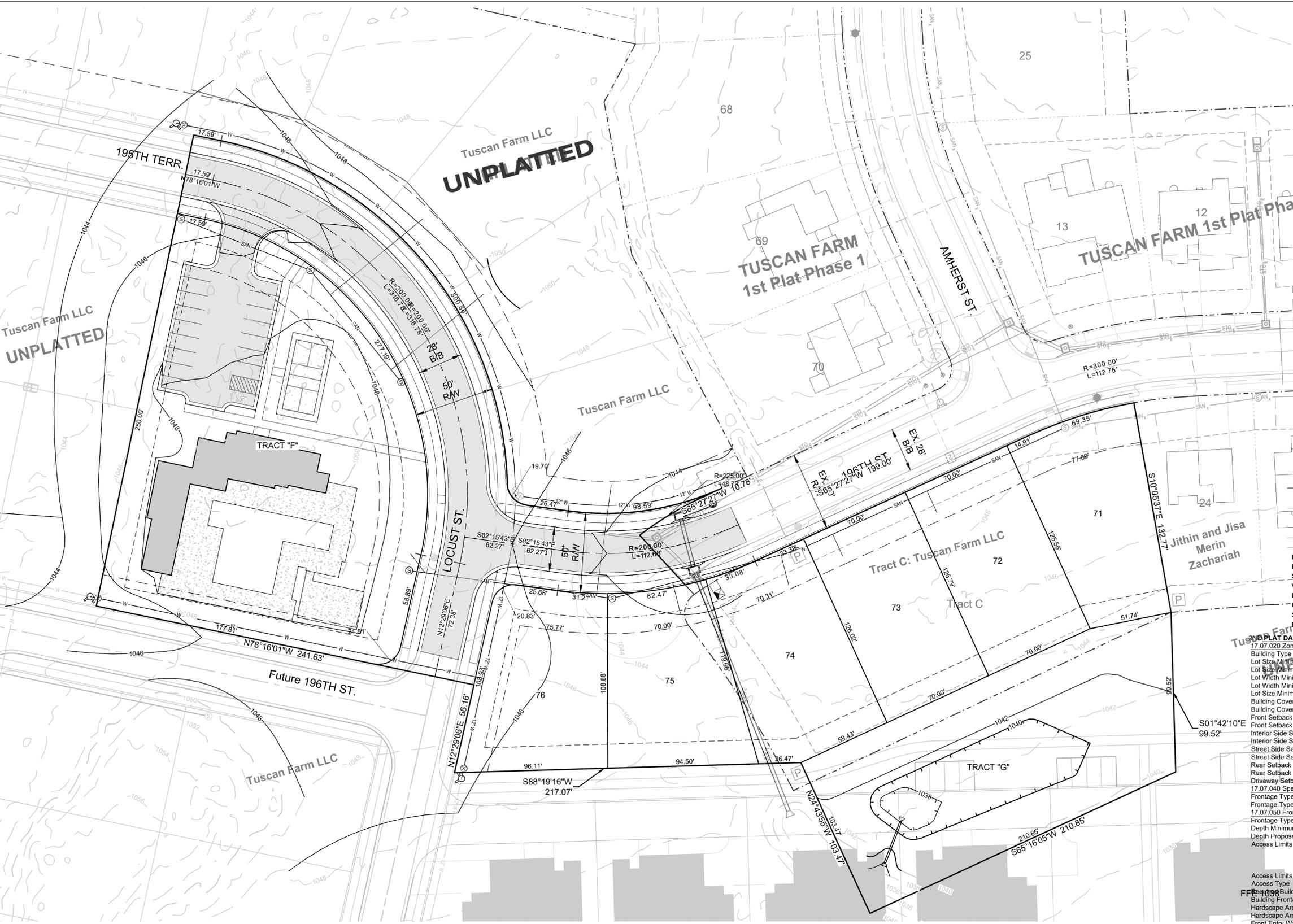
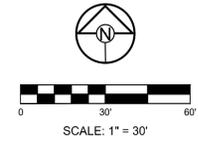
- FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR WITH KSLS 54 CAP UNLESS OTHERWISE NOTED
- SET 1/2" REBAR W/LS-54 CAP UNLESS OTHERWISE NOTED
- - - EXISTING LOT AND PROPERTY LINES
- - - EXISTING LOT AND PROPERTY LINES
- ELECTRICAL EASEMENT
- RIGHT-OF-WAY
- SANITARY EASEMENT
- WATERLINE EASEMENT
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- SIDEWALK
- BUILD LINE SETBACK

**TUSCAN FARM 17.07.020 Zoning Districts - Building Type and Development Standards**

Building Type	Detached House-Suburban
Lot Size Minimum Per Code	8,000 s.f.
Lot Size Minimum Proposed	8,750 s.f.
Lot Width Minimum Per Code	70'
Lot Width Minimum Proposed	70'
Lot Size Minimum Proposed	70' x 105'
Building Coverage Maximum Per Code	30%
Building Coverage Maximum Proposed	30%
Front Setback Per Code	25'-50'
Front Setback Proposed	25'
Interior Side Setback Per Code	7'
Interior Side Setback Proposed	7'
Street Side Setback Per Code	20'
Street Side Setback Proposed	20'
Rear Setback Per Code	25'
Rear Setback Proposed	5'
Driveway Setback From Side Lot Line Per Code	17.07.040 Specific Building Type Standards
Frontage Type Per Code	Suburban Yard
Frontage Type Proposed	Suburban Yard
17.07.050 Frontage Design	Suburban Yard
Frontage Type Proposed	Suburban Yard
Depth Minimum Per Code	25'-50'
Depth Proposed	25'
Access Limits Per Code	30% (70'x0.30=21') 24' max. per access point, applicable to the area within the right-of-way 30% (21' max)
Access Limits Proposed	Double Driveway
Access Type	N/A
Building Frontage Per Code	N/A
Building Frontage Proposed	N/A
Hardscape Area Per Code	0%-40%
Hardscape Area Proposed	40%
Front Entry Walk Location Per Code	Direct connect to driveway
Front Entry Walk Proposed	Direct connect to driveway

**OVERALL SITE DATA:**

GROSS SITE AREA	2.78 AC (121,024.18 SF)
ROW AREA	0.58 AC (25,485.23 SF)
NET SITE AREA	2.19 AC (95,538.95 SF)
EXISTING USE	AGRICULTURE
PROPOSED USE	SINGLE FAMILY
EXISTING ZONING	R-1
PROPOSED ZONING	R-1
UNIT DENSITY	2.16 DU/AC (6 UNITS)
PROPOSED LOTS	6 LOTS (1 TRACT)



A replat of part of Tract C, Tuscan Farm 1st Plat, a subdivision in the Northeast and Southeast One-Quarters of Section 02, Township 15 South, Range 22 East, and part of the said Southeast One-Quarter both in the City of Gardner, Johnson County, Kansas, both together described by Aaron T. Reuter, Kansas PS-1429, of Schlagel, Kansas LS-54, on June 2, 2025, as follows:

Commencing at the Northeast corner of said Southeast One-Quarter; thence along the East line of said Southeast One-Quarter South 02 degrees 49 minutes 15 seconds East, a distance of 650.86 feet to the Southeast corner of Tuscan Farms 1st Plat; thence along the South line of said Tuscan Farms 1st Plat for the following four courses, South 87 degrees 10 minutes 45 seconds West, a distance of 153.10 feet; thence North 86 degrees 42 minutes 20 seconds West, a distance of 140.80 feet; thence South 87 degrees 10 minutes 45 seconds West, a distance of 570.70 feet; thence South 85 degrees 33 minutes 25 seconds West, a distance of 57.92 feet to the Southeast corner of said Tract C.

said point being the Point of Beginning; thence South 01 degrees 42 minutes 10 seconds East, a distance of 99.52 feet; thence South 65 degrees 16 minutes 05 seconds West, a distance of 210.85 feet; thence North 24 degrees 43 minutes 55 seconds West, a distance of 103.47 feet; thence South 88 degrees 19 minutes 16 seconds West, a distance of 217.07 feet; thence North 12 degrees 29 minutes 06 seconds East, a distance of 56.16 feet; thence North 78 degrees 16 minutes 01 seconds East, a distance of 241.63 feet; thence North 11 degrees 43 minutes 59 seconds East, a distance of 300.00 feet; thence South 78 degrees 16 minutes 01 seconds East, a distance of 17.59 feet to a point of curvature; thence along a curve to the right, being tangent to the previous course and having a radius of 225.00 feet, a central angle of 76 degrees 36 minutes 48 seconds and an arc length of 300.86 feet to a point of reverse curvature; thence along a curve to the left, having an initial tangent bearing of South 01 degrees 39 minutes 13 seconds East, a radius of 14.00 feet, a central angle of 80 degrees 36 minutes 31 seconds and an arc length of 19.70 feet; thence South 82 degrees 15 minutes 43 seconds East, a distance of 26.47 feet to a point of curvature; thence along a curve to the left, being tangent to the previous course and having a radius of 175.00 feet, a central angle of 32 degrees 16 minutes 49 seconds and an arc length of 98.59 feet to a point of tangent on the North right of way line of 196th Street as platted in said Tuscan Farm 1st Plat; thence South 24 degrees 32 minutes 33 seconds East, a distance of 50.00 feet to a point on the South right of way line of said 196th Street; thence along said South right of way for the following two courses, North 65 degrees 27 minutes 27 seconds East, a distance of 188.23 feet to a point of curvature; thence along a curve to the right, being tangent to the previous course and having a radius of 275.00 feet, a central angle of 14 degrees 26 minutes 56 seconds and an arc length of 69.35 feet to the Northeast corner of said Tract C; thence along the East line of said Tract C, South 10 degrees 05 minutes 37 seconds East, a distance of 132.77 feet to the Point of Beginning, and containing 2.835 acres, more or less.

LOT #	AREA (SF)
71	8,842.85
72	8,797.29
73	8,813.50
74	9,479.70
75	8,742.23
76	9,361.74
TRACT "F"	41,499.22
TRACT "G"	23,763.31
R/W	25,485.23

**GENERAL NOTES:**

- The FIRM Map #20091C0104G dated August 3, 2009 indicates that the site is not within ZONE X. Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- Boundary and easement data is from survey provided by Owner
- Topography and adjacent plat and improvements based on JOCO AIMS.
- Approval of this plan does not result in generating a building permit. A separate building permit approval process must be completed.
- The project will be developed in phases. Phasing will follow the platting indicated on this plan. For example 1st Plat of each product type will be 1st phase.

**PUBLIC IMPROVEMENT NOTES (STREETS, STORMWATER MANAGEMENT, SANITARY SEWER, WATER, UTILITIES):**

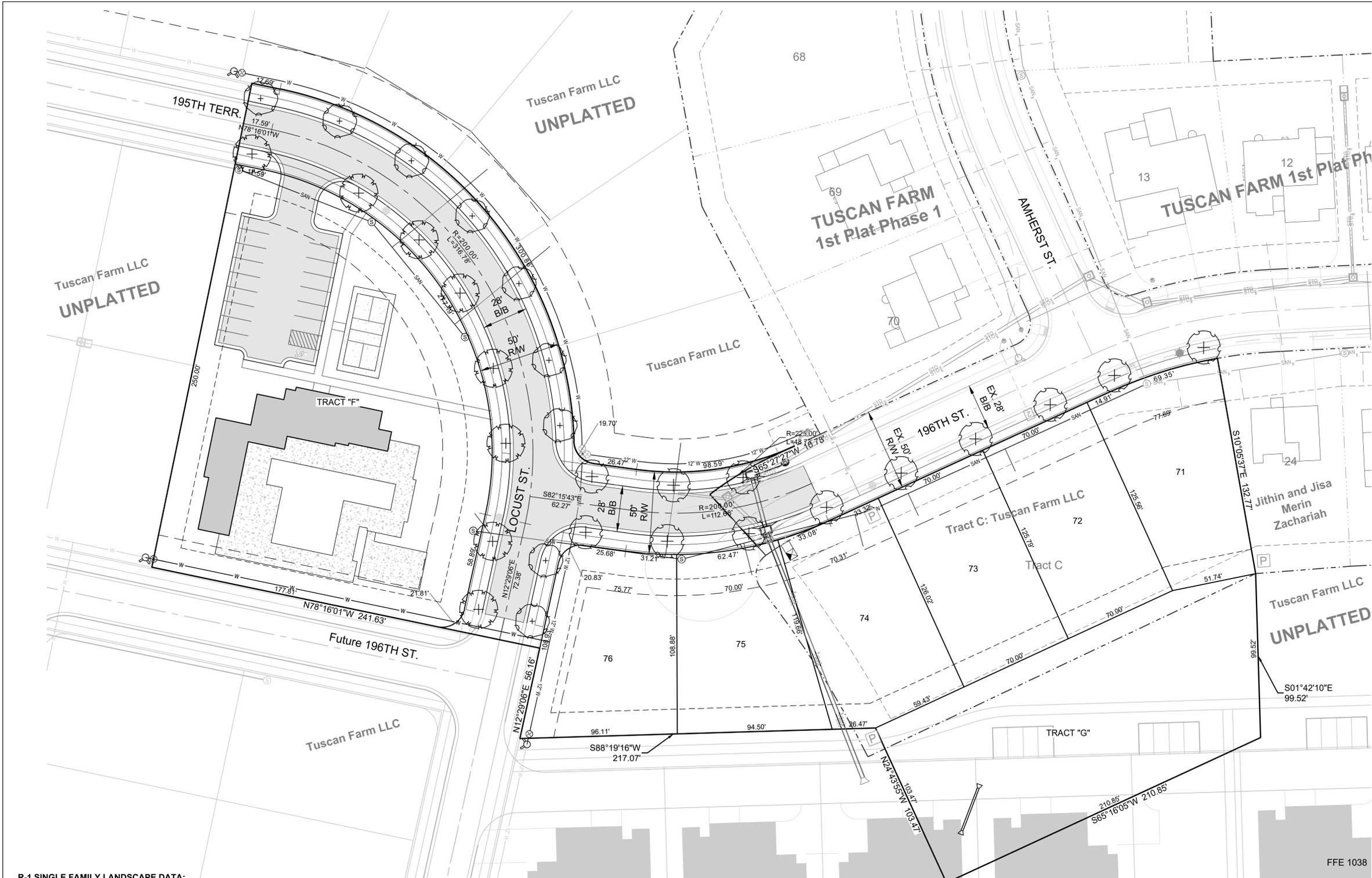
- Existing utilities have been shown to the greatest extent possible based upon field locates by utility companies and information provided to the engineer.
- All public walks will be 5' in width and constructed of Portland cement concrete.
- All landscaped medians and islands shall be maintained by the homeowners association.

Tract F: Is to be owned and maintained by the HOA and is intended to be used for subdivision amenities.

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

**TUSCAN FARM 2ND PLAT  
 PRELIMINARY PLAT  
 196TH STREET AND GARDNER ROAD  
 GARDNER, KANSAS**



**R-1 SINGLE FAMILY LANDSCAPE DATA:**

**GENERAL DATA**  
 SUBURBAN DETACHED SINGLE FAMILY NUMBER OF LOTS

17.08.030 LA DESIGN STANDARDS TABLE 8-1 LANDSCAPE REQ.  
 FRONTAGE LANDSCAPE REQUIRED  
 FOUNDATION LANDSCAPE REQUIRED  
 BUFFER LANDSCAPE REQUIRED

17.07.030 BUILDING DESIGN STANDARDS  
 FRONTAGE TYPE REQUIRED BY CODE  
 FRONTAGE TYPE PROPOSED

17.07.050 FRONTAGE DESIGN  
 FRONTAGE TYPE PROPOSED  
 DEPTH MINIMUM PER CODE  
 DEPTH PROPOSED  
 TREES REQUIRED

TREES PROVIDED  
 ALLOCATION OF LANDSCAPE SPACE REQUIRED

**STREET DESIGN DATA FOR SUBURBAN SINGLE FAMILY**

17.04.010 STREET NETWORKS AND STREET DESIGN  
 TYPE  
 PLANTING TYPE PER CODE  
 PLANTING TYPE PROPOSED  
 TREE SPACING PER CODE  
 TREE SPACING PROPOSED

6 LOTS

SEE BELOW  
 NONE  
 NONE PER TABLE 8-2 BUFFER PLANTING REQUIREMENTS

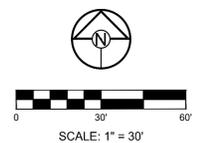
SUBURBAN YARD/NEIGHBORHOOD YARD  
 SUBURBAN YARD

SUBURBAN  
 25'  
 25'  
 1 SMALL TREE FOR EVERY 50' FEET OF FRONTAGE;  
 OR 1 MEDIUM OR LARGE TREE FOR EVERY 100' OF FRONTAGE  
 (IN ADDITION TO REQUIRED STREET TREES)  
 1 TREE PER LOT  
 0% - 40% HARDSCAPE, WITH THE REMAINDER EITHER LANDSCAPE OR TURF

SUBURBAN STANDARD  
 TREE LAWN  
 TREE LAWN  
 40' - 60' ON CENTER  
 40' - 60' ON CENTER

**SHADE TREES**

	GTS	8 EA.	Gleditsia tricanthos v. inermis 'Shademaster'	Shademaster Honeylocust	2.5" Cal.	B&B
	TTS	9 EA.	Tilia tomentosa 'Sterling'	Sterling Silver Linden	2.5" Cal.	B&B
	UXF	12 EA.	Ulmus x Frontier	Frontier Elm	2.5" Cal.	B&B



REVISION DATE	DESCRIPTION
7/11/2025	Added Tract G per City Comments

PRELIMINARY  
 LANDSCAPE  
 PLAN

SHEET



## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 1

**MEETING DATE:** AUGUST 4, 2025

**STAFF CONTACT:** AMY NASTA, DEPUTY CITY ADMINISTRATOR

---

**Agenda Item:** Consider adopting a resolution amending a certain schedule of fees and charges as allowed in Title 2 of the Gardner Municipal Code

**Strategic Priority:** Fiscal Stewardship

**Department:** Administration

---

### **Staff Recommendation:**

Staff recommends adopting a resolution amending a certain schedule of fees and charges as allowed in Gardner Municipal Code (GMC) Title 2.

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

House Bill 2134 was passed by the Kansas Legislature during the 2025 session and became effective July 1, 2025. The Bill makes several changes to Open Records law, including changes and clarifications regarding charges for the fulfillment of Kansas Open Records Act (KORA) requests.

The proposed Resolution updates the City of Gardner's KORA-related fees to align with fee allowances under the updated Statute. Specifically, the updated fees allow the City to charge for:

- (1) Staff time at actual cost (less benefits) after the first fifteen (15) minutes;
  - a. The previous charge for Staff time was based on an hourly average and almost always resulted in under-charging when compared to actual cost;
  - b. See K.S.A. 45-219(c)(3)
- (2) Review and redaction by Legal Counsel at actual cost, if such review and redaction are necessary; and
  - a. The City previously could not charge for Legal Counsel review, resulting in the City paying Attorney fees when such review was necessary
  - b. See K.S.A. 45-219(c)(1)
- (3) Retrieval of boxes from the archives at actual cost
  - a. This remains unchanged from previous charges listed
  - b. See K.S.A. 45-219(c)(1)

HB 2134 additionally updates the Statute to allow requestors to obtain an itemized statement of costs incurred and subsequently charged (K.S.A. 45-219(c)(4)) and directs public agencies to make "reasonable efforts" to work with requestors to mitigate costs when requests will take more than five (5) hours to fulfill and/or will exceed \$200 in fulfillment charges.

It should be noted that the purpose of these charges is not to generate revenue, but to provide a means of reimbursement for the actual cost incurred by the City when fulfilling KORA requests, particularly those which are large and/or complex.

**Financial Impact:**

The financial impact will be determined based on factors including the number of KORA requests received, the complexity of said requests, and the time necessary to respond.

**Attachments included:**

- Resolution No. 2175

**Suggested Motion:**

Adopt Resolution No. 2175, a resolution amending a certain schedule of fees and charges as allowed in Title 2 of the Gardner Municipal Code

**RESOLUTION NO. 2175**

**A RESOLUTION AMENDING A CERTAIN SCHEDULE OF FEES AND CHARGES AS ALLOWED IN TITLE 2 OF THE GARDNER MUNICIPAL CODE**

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

**SECTION ONE:** The following fees and charges shall be amended as authorized by the Municipal Code:

**Title 2 – Administration and Personnel**

**1. Kansas Open Records Act (KORA) fees (2.45.120)**

Total staff time to complete the request	Actual cost (based on responding employee(s)' hourly wage); charged in 15 minute increments after the first 15 minutes
Review and redaction by Legal Counsel	Actual cost
Retrieval of boxes from archives	Actual cost

**SECTION TWO:** Those fees established by Resolution No. 2059 which are not altered or amended herein shall remain in full force and effect. All other resolutions or respective portions thereof which are not in conformity herewith are hereby repealed or amended to conform hereto.

**SECTION THREE:** This Resolution shall take effect August 4, 2025.

ADOPTED by the City Council this 4<sup>th</sup> day of August, 2025.

SIGNED by the Mayor this 4<sup>th</sup> day of August, 2025.

(SEAL)

CITY OF GARDNER, KANSAS

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

Attest:

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

Approved as to form:

---

Ryan B. Denk, City Attorney

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM No. 2

**MEETING DATE:** AUGUST 4 , 2025

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

---

**Agenda Item:** Consider authorizing the City Administrator to execute a purchase agreement for the sale of land for Evergy Emerald Substation Project.

**Strategic Priority:** Fiscal Stewardship  
Infrastructure and Asset Management

**Department:** Utilities – Electric Division

---

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

On November 11, 2023, the City awarded Olsson, Inc. the final design, equipment, and construction specifications, bid review and recommendation, and project management of Substation 4, CIP Project No. EL4005.

During the initial conversation with Evergy for the Interconnection Point to Evergy's transmission line, Evergy expressed an interest in building a substation adjacent to Gardner's Substation 4.

On June 3, 2024, the City signed a Memorandum of Agreement with Evergy to construct an interconnection facility for Substation 4 and the sale of 214,417 square feet to Evergy for a future distribution facility owned and operated by Evergy.

The ALTA survey indicates the tract to be 229,703 square feet.

Sale for the Emerald Substation tract has been negotiated as part of the Gardner Substation #4 project.

### **Staff Recommendation:**

Staff recommends the acceptance of the compensation produced via the appraisal and negotiations in the amount of \$150,132.68 for the sale of a tract to Evergy.

### **Financial Impact:**

Payment will be funded by Evergy.

### **Attachments:**

- Purchase Contract
- Evergy – City of Gardner MOU

### **Suggested Motion:**

1. Authorize the City Administrator to execute a land purchase contract with Evergy for the sale of 229,703 square feet of land to Evergy for the Emerald Substation Project in the amount of \$150,132.68.

---

## LAND PURCHASE CONTRACT

THIS LAND PURCHASE CONTRACT (“Contract”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Everygy Metro, Inc., a Missouri corporation with its principal office in Kansas City, Missouri, (“Buyer”), and the City of Gardner, Kansas, a Kansas municipal corporation (“Seller”).

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

**SECTION 1. THE PROPERTY.** For the price and upon and subject to the terms, conditions and provisions herein set forth, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller the following (collectively, “Property”):

Legal description to be determined by survey pursuant to Section 3(B) of this Contract.

The Property to be purchased pursuant to this Contract constitutes a portion of the following parent parcel which is legally described as:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 20 MINUTES 35 SECONDS EAST, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 684.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 20 MINUTES 35 SECONDS EAST, ON SAID NORTH LINE, A DISTANCE OF 635.46 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, SOUTH 01 DEGREES 05 MINUTES 02 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 363.00 FEET TO A POINT; THENCE SOUTH 87 DEGREES 20 MINUTES 35 SECONDS WEST, PARALLEL WITH SAID NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 630.25 FEET TO A POINT; THENCE NORTH 02 DEGREES 39 MINUTES 25 SECONDS WEST A DISTANCE OF 362.96 FEET TO THE POINT OF BEGINNING, CONTAINING 229,703 SQUARE FEET OR 5.2732 ACRES, MORE OR LESS.

(A) **Nature of the estate.** Fee title to the land located in Johnson County, Kansas, legally described in Exhibit A entitled “Legal Description of the Land”, attached hereto and incorporated herein by reference (“Land”).

(B) **Present and Future Interests.** All right, title and interest of Seller now owned or acquired by Seller prior to the Closing Date in and to (a) all public and private streets, roads, avenues, alleys and passageways, opened or proposed, in front of or

abutting the Land, (b) any award made or to be made and any unpaid award for damage to the Land by reason of any change of grade of any such street, road, avenue, alley or passageway, and (c) any strips or gores of land adjoining the Land; and

(C) **Other Property Rights.** All and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Land.

**SECTION 2. PURCHASE PRICE.** Subject to the terms and provisions herein, and including any sums previously paid to Seller by Buyer as earnest money (if any), the Property purchase price shall be One-Hundred and Fifty Thousand One Hundred Thirty-Two Dollars and 68/100 Cents (\$150,132.68). On or before the Closing Date Buyer shall pay the Purchase Price, plus any anticipated closing cost, title fees and commissions, adjusted as herein provided, by cash, federal wire transfer of funds, or by certified or cashier's check, in escrow, to First American Title ("Title Company"). The title company shall disburse all payments due at closing.

**SECTION 3. TITLE AND DEED; SURVEY.**

A. **Title and Deed.** On the Closing Date, Seller shall sell and convey to Buyer good and marketable title to the Land by general warranty deed in the form reasonably prescribed by Buyer (the "Deed"), subject to no liens, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever ("Encumbrances") except such easements, reservations and restrictions of record as will not unreasonably interfere with Buyer's intended use of the Property as a substation, taxes and assessments, general and special, not then due and payable, zoning laws, rights of the public in and to any parts of the Land in streets, roads and alleys and those other Encumbrances approved by Buyer (the "Permitted Exceptions") (defined below). Title to the Property as aforesaid shall be insured by the Title Company as provided in Section 4.

B. **Survey.** Buyer shall, at Buyer's sole expense, obtain a current ALTA survey of the Property (the "Survey") sufficient to enable the Title Company to delete the standard exceptions relating to survey matters. Seller shall have the right to review and provide any objections to the proposed survey within five (5) business days of delivery, after which, if the parties are unable to agree upon an appropriate survey, either party may terminate this agreement. The survey shall be delivered to Seller at least thirty (30) days prior to Closing.

C. **Insured Protection Letter.** If requested by Buyer, Title Company shall provide Buyer an Insured Protection or Closing Protection Letter satisfactory to Buyer no less than seven business days prior to the Closing Date, at Buyer's expense.

**SECTION 4. TITLE INSURANCE.**

A. **Commitment and Title Policy.** Buyer shall, at Buyer's sole expense, obtain a title insurance commitment (the "Commitment") issued by Title Company, pursuant to which the Title Company shall agree to issue to Buyer, at Buyer's sole expense, an owner's policy of title insurance (the "Title Policy") on a 2025 ALTA OWNER'S POLICY form in the amount of the Purchase Price, insuring marketable fee simple title to the Property in Buyer upon recording of the Deed, subject only to the Permitted Exceptions. Insurance requirements and exceptions shall be listed on distinctly separate schedules, for example "Schedule B-1 and Schedule B-2". A copy of the Commitment shall be provided to Seller upon Seller's request.

**B. Title Defects.** Buyer shall notify Seller of any Encumbrances or Survey matters Buyer reasonably finds objectionable within 30 days after receipt of the Commitment or within 30 days after receipt of the Survey as the case may be, and Seller shall have until Closing to use its reasonable efforts to remove such Encumbrances or cure such Survey matters as are susceptible of being removed or cured (whether by removal of the defect or insuring against the same in the Title Policy) and Seller shall not, however, be required to institute any court action to attempt to remove such objection or objections, nor shall Seller be required to expend any monies in excess of One Thousand Dollars (\$1,000.00) to attempt to remove such objection or objections. If Seller does not so remove such Encumbrances or cure such Survey matters, then Buyer shall have the option of either (i) waiving its objection(s) and completing this transaction and accepting such title as Seller is able to convey, without reduction of the Purchase Price (unless such Encumbrances are liens or encumbrances for ascertainable amounts, in which event the amounts thereof shall be deducted from the Purchase Price), or (ii) terminating this Contract, in which event neither party shall have any further obligation to the other hereunder. Any Encumbrance not objected to by Buyer, or initially objected to but later accepted by Buyer, along with such easements, reservations and restrictions of record as will not unreasonably interfere with Buyer's intended use of the Property as a substation, taxes and assessments, general and special, not then due and payable, zoning laws, rights of the public in and to any parts of the Land in streets, roads and alleys shall be deemed a "Permitted Exception."

**C. Seller's Title Documents.** Seller shall acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents as the Title Company shall reasonably require as a condition to issuance of the Title Policy in the form herein provided (collectively, "Seller's Title Documents")

## **SECTION 5. REPRESENTATIONS AND WARRANTIES.**

**A. By Seller.** Seller represents and warrants to Buyer the following as of the date hereof and as of the Closing Date:

**(1) Taxes and Assessments.** That to the best of Seller's knowledge there are no special assessments, fees or charges (including any "impact fees" or charges in the nature thereof) of any kind or nature whatsoever currently levied or assessed or pending or contemplated against the Property by any governmental authority having jurisdiction of the Property.

**(2) Environmental Compliance.** To the best of Seller's knowledge:

**(a)** That the Property and the use and operation thereof have been and are currently in compliance with all applicable laws, ordinances, rules and regulations (including consent decrees and administrative orders) relating to public health, safety, or protection of the environment or natural resources all as now and hereafter amended (collectively, "Environmental Laws").

**(b)** That (i) no known release, generation, discharge, manufacture,

treatment, transportation or disposal of Hazardous Material has occurred or is occurring on, in, under (including the underlying groundwater) or from the Property, (ii) no known Hazardous Material is or has been stored or otherwise located on, in or under the Property, and (iii) there have been and are no known underground storage tanks present on the Property. Without limitation of the foregoing, Seller will immediately notify Buyer in writing in the event that any Hazardous Material has been or is threatened to be released, discharged, generated, manufactured, treated, disposed of, transported or stored on or about the Property on or before the Closing Date.

(c) That there are no pending or threatened (i) requests for information, actions or proceedings from or by any governmental agency or any other person or entity regarding the condition or use of the Property or the release, generation, discharge, manufacture, treatment, transportation or disposal of Hazardous Material on, in, under or from the Property, or regarding any Environmental Law, or (ii) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind involving Environmental Laws with respect to the Property. Seller shall immediately notify Buyer in writing and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Property or compliance with Environmental Laws (collectively, "Environmental Notices") received after the date hereof.

(d) That for purposes of this Agreement, "Hazardous Material" means (i) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous materials," "toxic substances," "extremely hazardous substances," "toxic pollutants," or words of similar import, under any Environmental Law; (ii) any petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas useable for fuel (or mixtures of natural gas and such synthetic gas) or oil and gas exploration or production waste, polychlorinated biphenyls ("PCBs"), asbestos-containing materials, mercury and lead-based paints; and (iii) any other chemicals, materials, substances, or wastes, exposure to which is prohibited, limited or regulated by any government or regulatory authority.

(3) **Status of Seller.** That this Contract is duly authorized, executed and delivered by and binding upon Seller; and that Seller has the capacity and authority to enter into this Contract and to consummate the transactions herein and therein contemplated.

(4) **Default.** That to the best of the Seller's current, actual knowledge, Seller is not in default in respect of any of its obligations or liabilities pertaining to the Property.

(5) **Litigation; Condemnation.** That there are no actions, suits or proceedings pending, or, to the best of Seller's current, actual knowledge, threatened, before or by any judicial body or any governmental authority, against or affecting Seller

or the Property; and that to the best knowledge of Seller, there is no existing, proposed or contemplated eminent domain or similar proceeding which would affect the Property in any way whatsoever.

(6) **FIRPTA.** That Seller is not a “foreign corporation”, “foreign partnership” or “foreign estate” as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Buyer such further assurances with respect to this representation and warranty as Buyer shall reasonably request.

Notwithstanding anything to the contrary in this Contract, the representations and warranties of Seller set forth herein shall survive Closing.

**B. By Buyer.** Buyer represents and warrants to Seller that, as of the date hereof and as of the Closing Date:

(1) **Environmental.** That Buyer obtained a Phase I environmental report that failed to identify any RECs which would, in the opinion of the report provider, warrant additional investigation. In preparation of the report, the report provider relied, in part, upon information provided by Seller.

(2) **Status of Buyer.** This Contract is duly authorized, executed and delivered by and binding upon Buyer, and that Buyer has the capacity and authority to enter into this Contract and to consummate the transactions herein contemplated.

**SECTION 6. TAXES AND ASSESSMENTS; TRANSFER TAXES.** General real property taxes and installments of special assessments (collectively, “Taxes”) imposed on the Property for the calendar tax year in which the Closing Date occurs shall be prorated between Buyer and Seller on and as of the Closing Date. If the amount of Taxes to be borne by the parties as above provided is not ascertainable on the Closing Date, the total thereof paid for the preceding calendar tax year shall be used for purposes of such proration, and within 60 days after the amount of such Taxes becomes known, the parties shall re-compute such proration and adjust the difference.

**SECTION 7. CONDEMNATION.** If, prior to the Closing Date, any material portion of the Property shall be condemned by governmental or other lawful authority, Buyer shall have the option of (a) completing the purchase, in which event all of the condemnation proceeds attributable to the Land shall be payable to Buyer, or if such proceeds are not then available, Seller shall assign all claims therefore to Buyer, or (b) canceling this Contract and all obligations of Buyer hereunder.

**SECTION 8. CLOSING.** In the event that any authority having jurisdiction shall deny or announce intent to deny any zoning, building or land use permit reasonably required by Buyer, Buyer shall have the right to terminate this contract without any further liability.

**A. Closing Date.** Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer, and this Contract has not been terminated by either party in accordance with provisions herein set forth, the transaction contemplated

herein shall be closed on or before the date that is 60 days from the date of this Contract or such other date agreed upon in writing by Buyer and Seller, subject to any extensions mutually agreed upon in writing by the parties. Such date for the closing of title is herein called the "Closing Date".

**B. Closing Procedure.** The transaction contemplated herein shall be closed in escrow through the Title Company in accordance with the following procedure:

**(1) Delivery of Documents by Seller.** On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following:

**(a)** Full releases of all mortgages, deeds of trust and other financing instruments affecting the Land, duly executed by the holders thereof, acknowledged and in proper form for recording;

**(b)** The Deed;

**(c)** Seller's Title Documents; and

**(d)** Such other documents, instruments, certificates and assurances as shall be required by the provisions of this Contract.

**(2) Deliveries by Buyer.** On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following:

**(a)** The Purchase Price due at closing, adjusted as herein provided, plus the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer's closing statement; and

**(b)** Such other documents, instruments, certificates and assurances as shall be required by the provisions of this Contract.

**(c)** Closing instructions, if desired by Buyer.

**SECTION 9. POSSESSION.** Exclusive possession of the Land shall be delivered to Buyer on the Closing Date, subject to any right of Seller as a Lessee of Buyer after the sale, as described in Section 24, below.

**SECTION 10. INSPECTION OF PROPERTY.**

**A. Access; Objections; Indemnity.** From the date of this Contract until the Closing Date, Buyer and its agents and designees shall, at Buyer's sole expense, have the right to go upon the Property, at reasonable times and upon reasonable notice to Seller, for the purpose of inspecting the same and making such tests, inquiries and examinations as Buyer in its sole discretion shall deem necessary. Buyer shall hold harmless, indemnify and defend Seller from and against any liability, loss or damage arising out of Buyer's access to the Land for the purpose of making such tests, inquiries

and examinations and from any and all liability or damage (including, but not limited to attorney's fees and court costs) to any person(s) or property suffered as a result of any physical injury or property damage caused by Buyer's entry, testing, investigation or inspection of the Land. If in Buyer's sole discretion there is any reasonably objectionable condition relating to the Land, then Buyer shall have the right to terminate the Contract by giving notice to Seller prior to the Closing Date, in which case this Contract shall terminate, all money in escrow shall be returned and the parties shall have no further rights or obligations hereunder.

**B. "As Is" Condition.** Other than Seller's representations and warranties set forth in Section 5 above together and with any representations made to Buyer's environmental report provider, and those set forth in any instrument delivered to Buyer at Closing, Seller make no representations or warranties as to the condition of the Land or any improvements thereon, and Buyer acknowledges that it is purchasing the Land in its "as is" condition, with all defects, if any.

**SECTION 11. BROKERAGE.** Each party represents and warrants to the other party that it has not dealt with any agent, broker or finder in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by the other party as a result of a breach of this representation.

#### **SECTION 12. DEFAULT AND REMEDIES**

Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligations within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Land; or (ii) terminate this Contract by written notice to Seller. Additionally, Buyer shall be entitled to receive any payments previously paid into escrow by Buyer and to recover any Option Consideration payments previously paid to Seller with interest at the statutory rate from the time of default until the time of payment, and pursue any remedy and damages available at law or in equity.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Land; ) or pursue any other remedy and damages available at law or in equity.

**SECTION 13. SURVIVAL.** All warranties, representations, covenants, obligations and agreements contained in this Contract shall survive for one (1) year after the Closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder. All warranties and representations shall be effective regardless of any investigation made or which could have been made.

**SECTION 14. ATTORNEYS' FEES.** If either party obtains from a court of last resort a judgment against the other party by reason of a breach of this Contract, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.

**SECTION 15. TIME.** Time is of the essence of this Contract.

**SECTION 16. NOTICES.** All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: Evergy Metro, Inc.  
Derek Ward  
PO Box 418679  
Kansas City, MO 64141

If to Seller: City of Gardner  
Attn: Utilities Director  
120 E. Main St.  
Gardner, KS 66030

Either party may designate a different address or addresses for itself by notice similarly given. Notices hereunder shall be effective upon documented receipt, or documented refusal, thereof, only.

**SECTION 17. ENTIRE AGREEMENT; AMENDMENT.** This Contract contains the entire agreement with respect to the transactions contemplated herein and therein, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the same. No subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties unless reduced to writing and signed by them.

**SECTION 18. HEADINGS.** The headings in this Contract have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

**SECTION 19. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the substantive laws of the State of Kansas.

**SECTION 20. WAIVER.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party under the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other

covenant, condition or agreement herein contained.

**SECTION 21. SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns.

**SECTION 22. ESCROW AND CLOSING FEES.** Any escrow fees and fees to be paid to the Title Company as closing fees (exclusive of title insurance premiums and similar charges) shall be borne equally by Seller and Buyer.

**SECTION 23. OTHER COSTS AND EXPENSES.** All costs and expenses incurred by either party hereto in connection with this Contract or the transaction contemplated herein shall, unless otherwise provided herein, be paid by the party incurring the expense. Seller shall pay for the preparation of a Warranty Deed. Buyer shall pay for the recording of the Warranty Deed and any other documents which require recording.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first above written.

**BUYER:** **Evergy Metro, Inc.**

By: \_\_\_\_\_

Name: Derek Ward

Title: Sr. Manager Real Estate Services

**SELLER:** **City of Gardner, Kansas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





**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\_Evergy\_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 Evergy 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

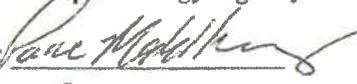
## Attachment B – Short Circuit Results

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:  
Signature:   
Print Name: Todd Winters  
Title: Mayor  
Date: 6/3/24

Evergy Kansas Metro, Inc.:  
Signature:   
Print Name: Steve J. Vetsch  
Title: VP, Transmission  
Date: 6/7/2024

Kansas Municipal Energy Agency:  
Signature:   
Print Name: PAUL MAHLBERG  
Title: GENERAL MANAGER  
Date: 5-21-24

# COUNCIL ACTION FORM

# NEW BUSINESS ITEM No. 3

**MEETING DATE:** AUGUST 4, 2025

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider a recommendation to purchase Steel for Substation 4 CIP Project EL4005.

**Strategic Priority:** Fiscal Stewardship  
Infrastructure and Asset Management

**Department:** Utilities – Electric Division

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**Staff Recommendation:**

Staff recommends authorizing the City Administrator to execute a contract with SAS in the amount of \$260,413.33 including sales tax for the purchase of Substation 4 - Steel, CIP Project EL4005.

**Background/Description of Item:**

On May 20, 2024, the City Council selected Olsson to provide consultation services for Substation 4 CIP Project EL 4005. One of the components of these services is bid review and recommendation for the project.

Due to extended lead times, Olsson and City Staff commenced the procurement process for the necessary construction and electrical materials for the Substation 4 project in early 2024. This item is part of that procurement process.

IFB Process:

On March 18, 2025, City staff issued an Invitation for Bid for the deadend structure (comprised of the steel framework and mast for the substation) as part of Substation 4 CIP Project EL4005. The invitation was published in *The Legal Record*, on the City's website, and in the Drexel Plan Room. Three (3) responses were received:

Company	Bid	Lead Time
SAS	\$260,413.33	30-32 weeks
Valmont	\$250,133.77	30 weeks
MVA	\$192,368.38	23 weeks

The City of Gardner's Purchasing Policy 30.3(A) Formal Solicitations (\$75,000 or more) – Competitive Sealed Bid Procedure – Award subsection states “An award shall be made by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.”

While MVA submitted the lowest bid by a considerable amount, after technical review, reference checks, and risk analysis, Olsson has determined that they (Olsson) do not consider MVA to be a “responsible and responsive bidder” as they were unable to independently verify performance, longevity, or the quality of the galvanizing process utilized in the product. Per Olsson's letter of recommendation for SAS (included as an attachment for this item):

- “Structural steel failures can force a full-station outage due to unsafe working conditions, unlike other substation components which can be replaced during planned or sectionalized outages. These risks make reliability and proven performance more important than initial cost savings.”; and
- “While MVA submitted the lowest bid, their lack of verified completed project history, non-standard non-tapered design, limited reference responses, and unproven galvanizing process create unacceptable risks for a project of this importance.”

As Olsson disqualified MVA as a responsible bidder, Valmont, a leader in the industry with a proven track record, was Olsson’s initial selection for the award of the contract, as they submitted the lowest-priced bid deemed to be responsible. However, Valmont indicated they would not sign the purchase of goods agreement.

With MVA disqualified and Valmont choosing not to proceed, Olsson has recommended selecting SAS. SAS has longevity in the industry, an established presence in the United States, and verified performance. Per Olsson, “The \$68,044.95 price difference between SAS and MVA reflects a choice to prioritize proven reliability and reduced risk...The added cost protects the City from potential long-term outages, safety hazards, and emergency replacement costs.”

**Financial Impact:**

Funding for this purchase will come from the Electric Fund.

**Attachments:**

- Olsson Letter of Recommendation for SAS
- Purchase Agreement
- Bid Comparison Table

**Suggested Motion:**

Authorize the City Administrator to execute a contract with SAS in the amount \$260,413.33 including sales tax for the purchase of Substation 4 - Steel, CIP Project EL4005.



July 30, 2025

**City of Gardner, Kansas**  
**120 E Main Street**  
**Gardner, KS 66030**

**RE: Substation 4 CIP Project Steel Structure Bid Review**

Gonz,

Olsson has completed a thorough evaluation of the structural steel bids submitted for the Substation 4 CIP Project. While MVA Power submitted the lowest bid, our assessment—based on technical review, reference checks, and risk analysis identified significant concerns that prevent us from recommending them as the lowest responsible and responsive bidder, as defined by City of Gardner Purchasing Policy 30.3(A).

Below is a detailed summary of our findings and recommendation.

**Overview**

Olsson, as the City’s engineering consultant, has reviewed steel structure bids for the Substation 4 CIP Project. While MVA submitted the lowest bid, they cannot be considered the lowest responsible and responsive bidder under City of Gardner Purchasing Policy 30.3(A), which states: “An award shall be made by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.”

This recommendation is based on reference checks, technical review, and risk analysis performed by licensed engineers for substation structural steel supports buses, switches, and energized equipment; all components whose failure can shut down the entire substation and create unsafe working conditions. These supports cannot be easily replaced without major outages, unlike switches or instrument transformers, so longevity and proven reliability are critical.

**Reference Checks (MVA)**

Olsson contacted five references provided by MVA. Only one, Allan Boldon of Garland, TX, responded with the following feedback:

- MVA Power was the lowest-cost vendor on his project.
- There were some shipping delays, though most materials arrived on time.
- While supplier choice was not his decision, he would not use MVA Power again due to ongoing supply chain issues in China.

It is worth noting that Olsson contacted Allan Bolden during project construction. The other four references did not respond. Completed projects could not be verified, therefore providing no proof of MVA's structural longevity or galvanizing quality.

## **Technical Concerns with MVA**

### *Unproven Galvanizing and Fabrication Process*

Olsson has no experience with MVA's process, and without completed projects or supporting documentation, we cannot confirm its performance. We only have the manufacturers' word on the process.

### *Non-Tapered Lightning Mast*

MVA's design included non-tapered lightning masts. Tapered structures improve the structural efficiency resulting in a more economical structure. In the US, based on our professional experience, all major steel structures, including substation deadends, transmission poles, and lightning masts, are tapered to some degree. MVA's non-tapered pole design technically meets the project specifications, but it deviates from standard practices used throughout the US for structures of this nature.

### *Risk to Station Reliability*

Structural steel failures can force a full-station outage due to unsafe working conditions, unlike other substation components which can be replaced during planned or sectionalized outages. These risks make reliability and proven performance more important than initial cost savings. These concerns may have been mitigated if more of MVA's references responded to our inquiries or if completed projects were available for review. With only one reference providing feedback stating they would not use them again, we lacked the independent verification needed to confirm the reliability of MVA's steel and galvanizing process. A factory tour could have offered additional insight; however, such a visit would be costly and time-consuming.

## **SAS Compliance**

- SAS's bid meets all technical specifications from the IFB.
- Olsson has prior experience going back 10+ years with SAS.
- SAS has over 85 years of experience in the industry.

## **Cost Justification**

The \$68,044.95 price difference between SAS and MVA reflects a choice to prioritize proven reliability and reduced risk:

- A failure in structural steel could disable the entire substation and create unsafe conditions.

- SAS offers verified performance through experience, while MVA has no verified completed projects and unresolved design concerns.
- The added cost protects the City from potential long-term outages, safety hazards, and emergency replacement costs.

SAS has an established US presence, with its headquarters in Hudson, Massachusetts, and a regional office in Carrollton, Georgia, ensuring domestic points of contact for coordination, fabrication oversight, and issue resolution. In contrast, MVA Power is headquartered in Montreal, Quebec, and aside from a sales presentation claiming operations throughout North America and internationally, there is no verified evidence of completed projects or active support centers within the US. Given the challenges the City previously faced with getting foreign-based entities, such as KOC (now LS Power), properly registered and authorized to conduct business, we do not feel the cost reduction offered by MVA warrants the risk of encountering similar administrative and logistical delays, especially in light of their unverified track record.

### **Recommendation**

Olsson recommends awarding the Substation 4 CIP Project steel structures to SAS. While MVA submitted the lowest bid, their lack of verified completed project history, non-standard non-tapered design, limited reference responses, and unproven galvanizing process create unacceptable risks for a project of this importance.

Given that Olsson's name and professional responsibility are attached to this recommendation, and considering the significant reliability, safety, and performance concerns outlined above, Olsson cannot recommend the City to purchase from MVA over SAS despite the price difference. SAS is the lowest responsible and responsive bidder who meets all IFB requirements and provides the City with the greatest assurance of long-term performance and reliability.

Please let us know if you have any further questions or concerns,

Sincerely,



Peter Bergamini P.E.

Olsson

APPENDIX A: CITY OF GARDNER PURCHASE OF GOODS

**AGREEMENT FOR PURCHASE OF GOODS**

This agreement ["Agreement"], is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Gardner, Kansas, [hereinafter "City"], and SAS Substations, Inc. [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal to sell **Substation Steel**, for the purpose of **PROJECT #EL-4005E**; and

WHEREAS, City desires to purchase said **Substation Steel** from Vendor; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Purpose.

Vendor will sell and deliver **Substation Steel**, as requested in (1) City's PROJECT # EL-4005E thereto; and (2) as outlined in Vendor's response to said BID. Vendor agrees that it has carefully reviewed the BID, and it understands the nature and scope of the BID's terms and conditions. The parties agree that time is of the essence in Vendor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified firm to provide goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the goods and services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.

4.3 All invoices should be sent to Utilities\_Department@gardnerkansas.gov.

4.4 **Insert compensation table - SEE ATTACHED**

5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Vendor or any permitted subcontractors hired by Vendor, the Vendor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Vendor or its

subcontractors. Vendor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

## 7.0 Insurance.

7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Professional Liability - The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- Products Liability Insurance - The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
  - 2) Carries a Best's policyholder rating of A or better;
- AND
- 3) Carries at least a Class X financial rating.
- OR

Is a company mutually agreed upon by the City and Vendor.

## 8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

## 9.0 Nondiscrimination.

Vendor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

## 10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

## 11.0 Accessibility.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

12.0 Records, Ownership and Inspection.

12.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

12.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

14.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

16.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Gonzalo Garcia  
Utilities Director  
ggarcia@gardnerkansas.gov

To Vendor: SAS Substations, Inc.,  
Shane Smith - General Manager  
(cell) 770-365-6551  
shane@sassubstations.com

18.0 Amendments.

18.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.

18.2 This document may be amended only by written instrument, signed by both City and Vendor.

19.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

20.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

23.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

25.0 Authority to Enter into Agreement.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

26.0 Incorporation of Appendices.

Appendix A - Bid Specification Project # EL-4005E, and Appendix B - Vendor's Response to Project # EL-4005E are attached hereto and made a part hereof as if fully set out herein.

27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GARDNER, KANSAS

VENDOR

\_\_\_\_\_  
City Administrator

Shane Smith - General Manager  
Its Authorized Agent

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

APPENDIX A - BID SPECIFICATION PROJECT # EL-4005E

APPENDIX B - VENDOR'S RESPONSE TO BID PROJECT # EL-4005E

City of Gardner Steel Structures Bid Evaluation		Bidder Contact Representative Company	Charly-Marc Hadid Hanna Abiad MVA Power Inc \$175,719.00	Clover Gilreath Renae Jones Valmont \$228,484.83	Shane Smith Jeff Sturgeon SAS \$260,413.66
Base Price					
Delivery		Included	Not included	N/A	
Offloading and Placement		N/A	Not included	N/A	
Field Service		Not included	Not included	N/A	
Warranty		Included	Included	Included	
extended Warranty		N/A	N/A	N/A	
KS Sales Tax		\$16,649.38	\$21,648.94	In Price	
<b>Total:</b>		<b>\$192,368.38</b>	<b>\$250,133.77</b>	<b>\$260,413.66</b>	

General Details				
Warranty Length		1 yr	1 yr	2 yrs
Deviation from Spec			Grounding mats will not be included.	
Payment terms		Net 30	Net 30	Net 30
Quote Expiration		45 days	14 days	14 days

Shipping Details				
Lead Time		23 weeks	24-30 weeks	30-32 weeks
Shipping Origin		Canada	Monterrey, MX	N/A

Structure Qty's				
S1		4	4	4
S2		2	2	2
S3		3	3	3
S4		6	6	6
S5		4	4	4
S6		1	1	1
S7		2	2	2
Anchor Bolts Included?		Yes	Yes	Yes
Total Weight (lbs)		19762	46947.6	N/A

Notes			
They provided reactions for the lightning mast, experience history, certificate of status of beneficial owner for us tax withholding and reporting, certification of registration/insurance, processing procedure, quality manual, assembly manual, and signed bid		They provided signed bid, quote with weights and costs, terms and conditions, and lightning mast calcs.	They only provided an excel document and the signed bid.
See if they have any establishment in US- They provided a W-8BEN-E certificate		Price reflects the total for the structures, was shipping actually built into the price or no? - they did not confirm but it appears that shipping will be charged at a later date	
price include Freight to delivery point and our Support Steel structures are from Canada price include Tariff 25% and the Lightning Mast from China include 35% BASIC TARIFF, THE CURRENT TARIFF AT TIME OF DELIVERY WILL BE ADDED TO OUR INVOICES AS A SEPARATE LINE ITEM		A detention fee may be incurred if the unloading exceeds 2 hrs	
Taper on the lightning mast is smaller than what is usually seen; this could be because it is coming from China.		They included the wrong project name on the calcs set.	The quote includes anchor bolts for the lightning mast
On the calcs, they mixed up some of the trans wind loads on the different cases. The deflection passes.			
Mast includes flange connection		Mast includes flange connection	Pricing does not include shipping or fees/taxes/tariffs. Lightning Mast Weight = 8914 lbs
The quote is technically acceptable with minor corrections to their calculations. The taper of their mast is highly unusual. They should be asked before award if it can be changed with no cost increases.		Quote appears to be technically acceptable. Calculations were not checked. Their quote is dated 5/28 and will expire soon.	

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 4

**MEETING DATE:** AUGUST 4, 2025

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

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**Discussion Item:** Consider adopting a resolution approving the execution and delivery of a development agreement for a development project within the City (Clare Crossing)

**Strategic Priority:** Promote Economic Development

**Department:** Finance

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### **Staff Recommendation:**

Staff recommends adopting a resolution approving the execution and delivery of a development agreement for a development project within the City (Clare Crossing).

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

Clare Crossing, LLC, has requested the use of a community improvement district (CID), a special benefit district (SBD) and industrial revenue bonds (IRB) with sales tax exemption on construction materials for a new mixed-use development generally located southeast of the intersection of 175<sup>th</sup> Street and Clare Road.

The proposed development includes:

- Travel plaza express
- Hotel
- 4 to 5 restaurants
- Car wash
- Day care
- Approximately 41,500 additional retail space

The development agreement outlines the rights and obligations of the City and the developer in connection with the use of the incentives and infrastructure investment.

### **Financial Impact:**

At the request of the developer, the City intends to impose a 1.0% CID Sales Tax on the commercial portions of the project to reimburse project eligible costs. The CID will have a term of 22 years. The City anticipates establishing a special benefit district and issuing \$5 million in general obligation bonds to assist with the infrastructure improvements. The bonds will be supported by special assessment levied on the properties within the benefit district.

The developer will make a contribution of \$3,550,000 to the City for its portion of the offsite road improvements. This contribution will go towards the 175<sup>th</sup> St. and Clare Rd. Improvements Project.

### **Attachments:**

- Resolution 2176
- Development Agreement

**Suggested Motion:**

Adopt Resolution 2176, a resolution approving the execution and delivery of a development agreement for a development project within the City (Clare Crossing).

**RESOLUTION NO. 2176**

**A RESOLUTION OF THE CITY OF GARDNER, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT FOR A DEVELOPMENT PROJECT WITHIN THE CITY (CLARE CROSSING, LLC).**

**WHEREAS**, the City of Gardner, Kansas (the “City”), is a duly organized city, created, organized and existing under the laws of the State of Kansas (the “State”);

**WHEREAS**, Clare Crossing, LLC, a Kansas limited liability company (the “Developer”), intends to develop certain real property within the city generally located southeast of the intersection of 175<sup>th</sup> Street and Clare Road for a residential and commercial development, along with certain related infrastructure (collectively, the “Project”), within the City;

**WHEREAS**, the Developer has requested the City consider the creation of a community improvement district (“CID”), the creation of a special benefit district (“SBD”), and the issuance of industrial revenue bonds (“IRBs”) to promote the development of the Project;

**WHEREAS**, in connection with proceedings to be had by the Governing Body of the City relating to the creation of a CID, SBD, and issuance of IRBs for the Project, the City has determined that it is necessary and desirable to set forth the terms and conditions of such CID, SBD and IRBs in an agreement between the City and the Developer;

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

**Section 1.** The City is hereby authorized to enter into the Development Agreement (the “Development Agreement”) by and between the City and the Developer in substantially the form presented to and reviewed by the Governing Body on the date of this Resolution (copies of this document shall be on file in the records of the City) with such changes therein as shall be approved by the Mayor, with the Mayor’s signature thereon being conclusive evidence of his approval thereof and the same are hereby approved in all respects.

**Section 2.** The Mayor, City Clerk, and other officers and representatives of the City are hereby authorized and directed to execute, seal, attest and deliver the Development Agreement and such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

**Section 3.** This Resolution shall be in full force and effect from and after its adoption.

*[Remainder of Page Intentionally Left Blank]*

**ADOPTED** by the Governing Body of the City of Gardner, Kansas on August 4, 2025.

**CITY OF GARDNER, KANSAS**

(Seal)

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Mayor

ATTEST:

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City Clerk

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT (“Agreement”)** entered into as of August \_\_\_\_, 2025, by and between the **CITY OF GARDNER, KANSAS**, a municipal corporation and political subdivision organized and existing under the laws of the State of Kansas (the **“City”**), and **CLARE CROSSING, LLC** a Kansas limited liability company (together with any successors or assigns, the **“Developer”**) (the City and the Developer are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

### **RECITALS:**

**WHEREAS**, the Developer has proposed the development of a commercial and residential project within the corporate limits of the City, as more specifically described herein attached hereto (the **“Project”**); and

**WHEREAS**, the Developer has represented to the City that the Project and the Public Improvements would not reasonably be expected to be developed without certain development incentives; and

**WHEREAS**, the parties desire to enter into this Agreement to address generally: (1) the design and construction of the Project, and (2) the development incentives to be provided to the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

### **ARTICLE I**

#### **DEFINITIONS AND RULES OF INTERPRETATION**

**Section 1.01. Definitions.** Capitalized words used herein and not otherwise defined shall have the following meanings:

**“Abandonment of Construction”** means the cessation of development and construction of the Project evidenced either by: (1) once construction starts on any of the components comprising the Project, no construction work on any significant portion of such phase for a period of 90 consecutive days after Commencement of Construction and all regulatory approvals for such phase have been completed, subject to Excusable Delay, (2) no construction work on any significant portion of any phase of the Project being performed for a period of 365 consecutive days after the Commencement of Construction and all regulatory approvals have been completed, subject to Excusable Delay; or (3) the Developer declaring that it is abandoning the development and construction of the Project.

“**Affiliate**” means a person or entity which, directly or through one or more intermediaries, owns or controls, or is controlled by or which is under common control with the Developer.

“**Agreement**” means this agreement together as may be amended from time to time in accordance with the terms hereof.

“**Applicable Laws and Requirements**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

“**CID Act**” means K.S.A. 12-6a26 through 12-6a36 and all additions and amendments thereto.

“**CID Term**” shall have the meaning set forth in Section 3.04(a) of this Agreement.

“**CID Eligible Expenses**” means actual expenses related to the CID Improvements, including City Expenses related thereto, to the extent such expenses are each a “cost” of a “project” as defined in the CID Act.

“**CID Improvements**” shall mean the On-Site Infrastructure to the extent not paid from the SBD Obligations, the Off-Site Roads and temporary access and/or right in and turn lane improvements as deemed necessary by the parties to provide temporary access to the Project Site in anticipation of completion of the Off-Site Roads.

“**CID Sales Tax**” or “**CID Sales Taxes**” means the tax or taxes authorized by K.S.A. 12-6a31 and amendments thereto, and as more particularly described in Article III hereof, which will not exceed 1.0%.

“**CID Sales Tax Fund**” means the separate fund established by the City for deposit of CID Sales Tax received from the State collected within the CID and that is used to finance the CID Improvements pursuant to the CID Act as described herein.

“**City**” means the City of Gardner, Kansas.

“**City Administrative Fee**” means an amount equal to (a) 3% of the CID Sales Tax collected, plus (b) the actual amount paid by the City to outside consultants related to the Project if not paid from other sources, which fee is for the City’s expenses for the administration of this Agreement including any financial, legal, accounting, engineering or other outside costs.

“**City Expenses**” means the reasonable outside expenses actually incurred by the City in connection with the SBD, the CID and the implementation of this Agreement, including, but not limited to, financial, legal, accounting or engineering consultants and appraisal fees, if any.

“**Commercial Project**” means the development and construction of the improvements described as such in **Exhibit C** hereto.

**“Commencement of Construction”** means the issuance by the Developer or another owner or developer of some portion of the Project to a general contractor of a notice to proceed under the principal construction contract for any portion of the Project.

**“Completion of Construction”** means with respect to the Residential Project and the Commercial Project, issuance by the City of a certificate of occupancy for all structures, and with respect to the On-Site Infrastructure, (i) the City's determination that the improvements have passed final inspection in accordance with applicable standards and approved plans, and (ii) the City's formal acceptance of any public improvements for ownership and maintenance, as evidenced by written notice or resolution, as applicable.

**“Developer”** means Clare Crossing, LLC, a Kansas limited liability company, and its lawful successors and assigns.

**“Eligible Expenses”** means those costs that are “costs” or a “project” (as defined in the CID Act or SBD Act, as applicable, and as authorized for reimbursement under this Agreement) and thus eligible for reimbursement under the CID Act or SBD Act, as applicable, and this Agreement, and any other costs that are reimbursable to Developer hereunder; provided that such Eligible Expenses shall expressly exclude operating costs, marketing costs, travel costs, land acquisition, legal fees for counsel to the Developer or an Affiliate, development fees, or brokers' commissions.

**“Environmental Laws”** means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2671, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

**“Excise Tax”** has the meaning set forth in Section 3.05.

**“Excise Tax Payment”** has the meaning set forth in Section 3.05.

**“Event of Default”** means an event of default as defined in **Article VI** of this Agreement.

**“Excusable Delay”** means delays due or related to or in the nature of acts of terrorism, acts of war civil insurrection, national emergency, any natural occurrence, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, disease or pandemic, labor disputes, governmental restrictions or priorities, embargos, litigation, approval by regulatory authorities, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its specific duties hereunder in a timely manner including the Conditions of Performance set forth in **Section 4.01** below; provided, however, Excusable Delay does not include circumstances directly or indirectly related to lack of financing; unanticipated, or unexpected increases in the costs of construction; or errors in business judgment by the Developer; and provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day

following the date on which the Developer has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts.

**“Governmental Authorities”** or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

**“Infrastructure Project”** means the development and construction of the improvements described as such in **Exhibit C** hereto.

**“IRBs”** means taxable industrial revenue bonds of the City issued pursuant to the IRB Act.

**“IRB Act”** means K.S.A. 12-1740 *et seq.*, as amended and supplemented from time to time.

**“Land Use Applications”** means all applications that must be filed by the Developer with the City in accordance with the City’s zoning ordinance, subdivision regulations, right-of-way and easement vacation ordinances, and building regulations to receive approval from the City to develop or provide for the development of the Project Site with the Project, which may include, but is not limited to, applications for subdivision, zoning, site plan, right-of-way and easement vacation, and building permit approvals.

**“Municipal Advisor”** means Baker Tilly Municipal Advisors, LLC or such other advisory firm selected by the City that is registered as a “municipal advisor” with the Municipal Security Rulemaking Board and with expertise in public incentives and tax-exempt municipal bonds.

**“Off-Site Roads”** means the development and construction of the improvements described as such in **Exhibit C** hereto.

**“On-Site Infrastructure”** means the development and construction of the improvements described as such in **Exhibit C** hereto.

**“Project”** means collectively, the construction of the Residential Project, the Commercial Project and the Infrastructure Project, on the Project Site as described in **Exhibit C**.

**“Project Milestones”** mean, collectively, the dates set forth on **Exhibit D**.

**“Project Site”** means the real property described in **Exhibit B**.

**“Residential Project”** means the development and construction of the improvements described as such in **Exhibit C** hereto.

**“SBD Act”** means K.S.A. 12-6a01 *et seq.*, as amended or supplemented from time to time.

“**SBD Obligations**” means the temporary notes and/or general obligation bonds anticipated to finance the improvements on the Project Site as described in this Agreement.

“**Site Plan**” means that plan for development of the Project Site produced by the Developer as depicted in **Exhibit A** hereto.

“**Special Counsel**” and “**Bond Counsel**” means Kutak Rock LLP, Kansas City, Missouri, or such other firm of attorneys selected by the City with expertise in public incentives and tax-exempt municipal bonds.

“**State**” means the State of Kansas.

“**Term**” shall have the meaning set forth in **Section 8.15** of this Agreement.

**Section 1.02. Rules of Interpretation.** Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with this Agreement.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(c) Words of gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(d) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(e) In the event of some ambiguity in this Agreement, the Parties shall be deemed to have jointly authored this Agreement and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.01. Representations and Warranties of the City.** The City hereby represents and warrants to the Developer that:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. There is no litigation, proceedings or investigations pending or, to the knowledge of the City, threatened against the City with respect to the Project, the Project Site, or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. Except for City Council and Planning Commission approval, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Material Change. There has been no material adverse change in the business, financial position, prospects or results of operations of the City which could affect the City's ability to perform its obligations pursuant to this Agreement.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(g) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Developer to be issued by

the City to construct, occupy and operate the Project will not be issued in a timely manner in order to permit the Project to be constructed pursuant to this Agreement.

The representations and warranties set forth in this **Section 2.01** shall survive the Closing.

**Section 2.02. Representations and Warranties of the Developer.** The Developer hereby represents and warrants to the City that:

(a) Due Authority. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge the Developer is not in default of its obligations under any other agreement related to the Project Site or the Project, and the execution and performance of the Developer's obligations hereunder will not constitute a default under any agreement to which the Developer is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Project or the Developer (or any member or Affiliate of the Developer) related to the Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member or Affiliate of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member or Affiliate of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member or Affiliate of the Developer) of, the terms and provisions of this Agreement, or that would have a material adverse effect on the financial condition of the Developer (or any member or Affiliate of the Developer).

(d) No Material Change. (i) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, or any Affiliate of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Developer commits to obtain and comply with as set forth in **Section 4.06** hereof.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(g) Approvals. Except as otherwise provided herein, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it.

(h) Compliance with Laws. The Developer is in compliance with all Applicable Laws and Requirements with respect to its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.02** shall survive the Closing and termination of this Agreement.

## ARTICLE III

### DEVELOPMENT INCENTIVES

**Section 3.01. Cooperation to Implement Development Incentives.** To the extent allowed by applicable law, the Developer shall cooperate and the City shall use best faith efforts, subject to legislative discretion as applicable, to authorize and implement the development incentives described in this **Article III** (the “Development Incentives”).

**Section 3.02. Timing of Implementation of Development Incentives.** The Parties shall cooperate to complete all steps necessary to implement the Development Incentives in order to ensure that the City has adequate time to complete the statutory processes necessary for approval of the Development Incentives.

**Section 3.03. Development Incentives and Costs.** The Developer shall pay all of the City’s expenses of implementing the Development Incentives, including without limitation the annual fees of the bond trustee for IRB’s. The Developer shall pay its own attorney and professional fees. Developer reserves the right to include its attorneys’ fees in the IRB cost of issuance. If the Developer shall elect not to consummate the closing of the IRB’s, then both parties are responsible for all their respective out-of-pocket transactional costs, subject to any existing funding agreement for such costs between the parties.

### **Section 3.04. Terms of Incentives.**

(a) Community Improvement District (“CID”).

1. Pursuant to the CID Act and subject to all applicable laws, the policies and procedures of the City and approval by the City Council of the City, the Developer shall submit, and the City shall reasonably consider, a CID Petition for the creation of a CID consisting of all or a portion of the Project Site (provided that the boundaries of the CID shall be drawn such that all anticipated costs payable from CID Sales Tax are properly reimbursable), with the CID to levy a sales tax of 1.0%. The City shall establish a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the CID Act. Revenues collected from the CID Sales Tax received by the City from the Department of Revenue shall be deposited in such fund and shall not be commingled with other funds of the City.
2. Developer will initially advance all of the costs for the design, development and construction of the CID Improvements not paid from the SBD Obligations, which shall be reimbursable from the CID Sales Tax. Developer, subject to the terms and conditions of this Agreement, and after payment of the City Administrative Fee for the period of determination, shall be reimbursed for CID Eligible Expenses from and to the extent of the CID Sales Tax proceeds collected during the Term. If the Developer has been reimbursed for all of Developer’s CID Eligible Expenses prior to the date the CID expires or is terminated pursuant to this Agreement, the City shall be entitled to reimbursement from such remaining CID Sales Tax for the costs of City infrastructure projects with demonstrable benefit to the Project. Notwithstanding the foregoing, if on any payment date of the SBD Obligations, sufficient special assessments are not received as scheduled for principal and interest payments by reason of nonpayment of special assessments by the Developer, the City shall receive reimbursement from any available CID Sales Tax on a first priority basis for the shortfall in such payments. No CID bonds are contemplated by the City.
3. The CID term shall expire on the earlier of: the date (i) on which the Developer has been reimbursed for CID Eligible Expenses and the City has been reimbursed for infrastructure costs with demonstrable benefit to the Project or (ii) twenty-two (22) years from the date of the Department of Revenue begins the collection of the CID Sales Tax following adoption of the ordinance of the City establishing the CID and authorizing the CID Sales Tax (the “CID Term”), unless the City takes the appropriate actions required by law to terminate the CID or amend the CID Term.

(b) Special Benefit District (“SBD”).

1. The Developer shall submit, and the City shall reasonably consider, a petition to form a special benefit district pursuant to the SBD Act to finance up to

\$4,910,000 of the design and construction costs of the On-Site Infrastructure, plus costs of issuance and similar costs. Subject to satisfaction of the conditions to performance in **Section 4.06**, the City anticipates issuing temporary notes to provide interim financing for a portion of the costs of the On-Site Infrastructure. Upon completion of construction of the On-Site Infrastructure, the City anticipates issuing general obligation bonds to provide permanent financing. Pursuant to the SBD Act, the City shall levy assessments against properties in the special benefit district created on the Project Site in amounts sufficient to pay debt service on the temporary notes and/or general obligation bonds (collectively, the “SBD Obligations”).

2. Issuance of the SBD Obligations shall be at the legislative discretion of the City Council of the City. If issued, it is currently anticipated by the Parties that permanent financing SBD Obligations would have a term of 20 years and would be in an approximate amount of \$5,000,000 to fund \$4,910,000 in project costs and \$90,000 in costs of issuance.
3. Amounts assessed against the respective lots, parcels and tracts of the Project shall be based on Applicable Law and Requirements and shall be calculated in a way such that SBD Obligations may be issued on a tax-exempt basis unless otherwise agreed by the Parties. The final assessment methodology shall be subject to approval by the City and the Developer.

(c) Industrial Revenue Bonds.

1. Subject to all Applicable Laws and Requirements, and subject further to compliance by Developer with all City requirements for the issuance of industrial revenue bonds (“IRBs”), the Developer has requested, and the City shall reasonably consider, the issuance of IRBs, in one or more series, for the sole purpose of enabling Developer to obtain an exemption on sales taxes levied by Kansas governmental entities for construction materials, equipment and furnishing the Residential Project and/or Commercial Project. All expenses related to the issuance of such IRBs, including, but not limited to, the City’s application fee, the City’s origination fees (1.0% of par), and the fees and expenses of the City’s Bond Counsel and Municipal Advisor, shall be the responsibility of the Developer. Each series of IRBs issued pursuant to this Agreement shall be purchased by the Developer.
2. No property tax abatement shall result from the issuance of IRBs pursuant to this Agreement.
3. With respect to the Residential Project, the City will give most favorable consideration to the use of IRB’s for a project that includes enhancements beyond minimum development standards contained in Applicable Law and Requirements. Examples of such enhancements could include extra landscaping, upgraded trails and building facades or other features or amenities not otherwise required by City code.

4. With respect to the Commercial Project, the City will give most favorable consideration to the use of IRB's for projects that will generate sales tax.

(d) Incentive Funding. The amounts payable or reimbursable to the Developer from incentives constitutes the amount of On-Site Infrastructure and the amount of Off-Site Roads costs funded by the Developer exclusive of an amount equal to the Excise Tax payment. Projected costs and sources of funding are summarized below.

<u>Cost Type</u>	<u>Funding Source</u>	<u>Projected Amount</u>
Off-Site Roads	Developer contribution reimbursed from CID Sales Tax	\$3,550,000 less Excise Tax Payment
On-Site Infrastructure	SBD Obligations: Developer covers amount above that paid by SBD Obligations such amount to be reimbursed by CID Sales Tax	\$9,764,640 (see table in <b>Exhibit C</b> )
Additional costs of Off-Site Roads	City funded from other sources; may be reimbursed from CID Sales Tax if funds available	\$11,370,000

Only costs payable pursuant to Applicable Law and Requirements may be reimbursed.

**Section 3.05. City Approvals.** The approval of this Agreement shall not affect or constitute any approval required by any City department or pursuant to any City ordinance, resolution, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, resolution, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

**Section 3.06. City to Select Special Counsel, Bond Counsel, Bond Trustee, and Municipal Advisor.** The City shall have the right to select the designated Special Counsel, Bond Counsel, bond trustee and the Municipal Advisor (and such additional consultants as the City deems necessary related to the implementation of the Development Incentives).

**Section 3.07. Reimbursement of Costs of Project.** Developer shall certify all costs and expenditures in accordance with the following for reimbursement from CID Sales Tax Revenues or proceeds of SBD Obligations:

(a) The Developer shall submit to the City a Certificate of Expenditure in the form attached hereto as **Exhibit F** setting forth the amount for which reimbursement

is sought and an itemized listing of the related Eligible Expenses. Prior to or concurrently with the first Certificate of Expenditure submitted by Developer to the City, the Developer shall submit plan documentation to assist the City in reviewing the Certificate of Expenditures. Such documentation shall include, but not be limited to:

(i) A scalable “General Layout” plan sheet showing the general layout and location of the Eligible Expenses. Non-eligible items shall be clearly differentiated from eligible items.

(ii) A summary of plan quantities delineating the eligible from non-eligible items.

(iii) Copies of certified bid tabulations or contracts verifying the contractor’s bid on eligible items. Such tabulations or contracts must clearly differentiate items by eligible and non-eligible items.

(b) Each Certificate of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the City shall reasonably require to document appropriate payment and shall include an overall cost summary, as well as a cost summary for each division of work (i.e., grading, erosion control, roadway, sanitary sewer and storm sewer). The cost breakdown shall include the quantity, unit price and price extension for each eligible item requested for reimbursement.

(c) The City reserves the right to have its engineer, City staff or other agents or employees inspect all work in respect of which a Certificate of Expenditure is submitted, to examine the Developer’s and other’s records relating to all costs of the Project to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. The Developer hereby agrees to pay all actual and verifiable expenses incurred by the City pursuant to this subsection (c), which shall be deemed Eligible Expenses and reimbursable with CID Sales Tax to Developer.

(d) The City shall have forty-five (45) calendar days after receipt of any Certificate of Expenditure to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certificate of Expenditure directly relates to the Project and is for Eligible Expenses; (2) the expense was incurred; (3) Developer is not in default under this Agreement beyond any applicable notice and cure periods provided herein; (4) the expense is not prohibited by the terms and conditions of this Agreement, then the City shall approve the Certificate of Expenditure and reimburse the Developer for such costs provided that funds are available from CID Sales Tax Revenues or SBD Obligations, as applicable. If the City disapproves of the Certificate of Expenditure, the City shall notify the Developer in writing of the reason for such disapproval within such forty-five (45) day period. If the City disapproves of some but not all of the costs included within the Certificate of Expenditure, the costs that are not disapproved shall be approved by the City at such time. Disapproved costs may be re-submitted on a subsequent Certificate of Expenditure at any time with such additional information as required to satisfy the terms hereof.

(e) During the Term, the Developer shall endeavor to submit Certifications of Expenditures for those expenditures for which it is seeking reimbursement on a quarterly basis. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the City shall have no obligation to reimburse the Developer for any Eligible Expenses following the termination of this Agreement regardless of when such expenses was incurred by the Developer.

## ARTICLE IV

### DEVELOPMENT OF THE PROJECT

**Section 4.01. Development of the Project Site.** The City and Developer hereby agree that the Project consists of the development and improvement of the Project Site, presently expected to include the commercial and residential buildings and other improvements generally depicted on Exhibit A and described in Exhibit C attached hereto and including, without limitation, the Off-Site Roads and the On-Site Infrastructure. The City and Developer further agree that the Project shall be developed, constructed, completed, and operated on the Project Site and, in the case of the Off-Site Roads, adjoining parcels, in substantial accordance and compliance with the terms and conditions of this Agreement, including without limitation the Site Plan. The City shall cooperate with the Developer to provide reasonable access to the Project Site prior to the completion of the Off-Site Roads that will be constructed by the City. With the mutual consent of the Parties, which for each Party shall be purely at their discretion, a revised Site Plan may be substituted for the one in **Exhibit A** and revised descriptions of portions of the Project may be substituted for those contained in **Exhibit C** to accommodate market conditions and other factors affecting the Project over time.

**Section 4.02. Project Costs.** Subject to the terms and conditions of this Agreement, Developer or the successor owners of portions of the Project Site shall be responsible for initially funding all costs to construct the Project, provided that the Parties anticipate that up to \$4,910,000 of the On-Site Infrastructure will be funded with SBD Obligations as described herein and costs of the Off-Site Roads in excess of \$3,550,000 shall be funded by the City.

#### **Section 4.03. [Reserved]**

**Section 4.04. Project Timing – Milestones.** Developer, subject to Excusable Delay, agrees to commence construction of the Project other than the Off-Site Roads based upon the schedule in Exhibit D. The City, subject to Excusable Delay, agrees to commence construction of the Off-Site Roads based on the schedule in Exhibit D. The dates in Exhibit D shall be adjusted such that one day is added to each milestone for each day that preconditions set forth herein have not been met.

**Section 4.05. Excise Tax.** The City levies and collects an excise tax pursuant to Article 12, Section 5 of the Constitution of the State, Ordinance No. 2518 of the City, and K.S.A. 12-137 and 12-138 (the “Excise Tax”). Developer shall be obligated to pay the Excise Tax pursuant to Applicable Laws and Requirements as and when portions of the Project Site are platted (the “Excise Tax Payment”).

**Section 4.06. Conditions Precedent to Performance.** The obligations of the Parties with respect to development of the Project shall be conditioned upon completion of the items set forth in this Section, each as applicable (the “**Conditions of Performance**”):

- (a) Agreement. The City and Developer shall have entered into this Agreement.
- (b) Land Use Approvals. The City shall have approved all Land Use Applications that have been submitted to it and that are necessary for the construction of the Project on the Project Site. The Developer agrees to diligently pursue all such Land Use Applications.
- (c) Governmental Approvals. The Developer shall have obtained all certificates, permits, licenses, consents, approvals, and other authorizations required from Governmental Authorities necessary for construction of the Project and the Public Improvements, provided that building permit approval may come after the closing in accordance with the normal procedures of the City for such approvals.
- (d) Petitions. The Developer submit proper petitions to the City to form an SBD and a CID on the Project Site.
- (e) Due Diligence. The Developer shall have completed its due diligence on the Project Site.
- (f) Project Site Free From Encumbrances. Encumbrances on the Project Site shall be of a character that do not impair completion of the Project within the schedule set forth herein.
- (g) Off-Site Road Improvements. The obligation of the City to proceed with and complete the Off-Site Road Improvements shall be conditioned upon:
  - 1. Formation of the CID.
  - 2. Receipt of payment of the Excise Tax applicable to the property.
  - 3. Completion of design of the Off-Site Road Improvements.
  - 4. Within 30 days of payment of the Excise Tax, receipt of a letter of credit or cash in an amount equal to \$3.55 million, less the amount of the Excise Tax payment, to complete the Off-Site Road Improvements.

The Parties acknowledge that formation of the CID is subject to the legislative discretion of the City Council of the City. In the event that the City Council does not approve formation of the CID, it shall not be a City Event of Default hereunder but the Developer may terminate this Agreement.

(h) SBD Obligations. The following are conditions precedent for issuance of the SBD Obligations for On-Site Infrastructure:

- 1. Formation of the CID.
- 2. Receipt of the Excise Tax payment applicable to the property.

3. Receipt of the letter of credit or cash in an amount equal to \$3.55 million less the amount of the Excise Tax payment to complete the Off-Site Road Improvements.
4. Receipt of either:
  - a. Fully executed leases or land sale contracts that, in the sole judgment of the City, being advised by the Municipal Advisor and Special Counsel, provide sufficient assurance that the portions of the Project comprising the Commercial Project and Residential Project will proceed; or
  - b. A letter of credit in an amount sufficient to insure repayment of the SBD Obligations if the Commercial Project and/or Residential Project of the Project do not proceed.
5. Confirmation that the Developer has closed on financing sufficient to complete the Residential Project and the Commercial Project or that, in sole judgment of the City being advised by the Municipal Advisor and Special Counsel, such a closing can occur in one or more phases. "Closed" means funds have been irrevocably committed by a lender, capital investor, or a group of lenders or capital investors, and may be expended by the Developer subject to normal and customary disbursement requirements phases.

The Parties acknowledge that issuance of SBD Obligations is subject to the legislative discretion of the City Council of the City. In the event that the City Council does not approve SBD Obligations, it shall not be a City Event of Default hereunder but the Developer may terminate this Agreement.

(i) Commercial Project, Residential Project and On-Site Infrastructure. The obligation of the Developer to commence and complete the Commercial Project, the Residential Project and the On-Site Infrastructure shall be conditioned upon:

1. Formation of the CID
2. Commencement of construction by the City of the Off-Site Road Improvements
3. Issuance by the City of the initial series of SBD Obligations to finance a portion of the On-Site Infrastructure.

**Section 4.07. Commitment to Complete the Project.** The Developer, subject to the fulfillment of the Conditions of Performance, shall design, develop and construct the Project other than the Off-Site Roads which shall be designed and constructed by the City.

**Section 4.08. Completion of the Project.** The Developer will diligently pursue and proceed with the Completion of Construction of the Project except for the Off-Site Roads which shall be constructed by the City. Substantial completion of construction of the Commercial Project and the Residential Project shall be not later than the 60 month anniversary of this Agreement. Substantial completion of the On-Site Infrastructure Project shall be not later than the 36 month anniversary of this Agreement. Such dates are subject to extension for Excusable Delay.

**Section 4.09. Failure to Complete the Project.** The Developer agrees that in the event of a failure by the Developer to materially comply with the milestones set forth in **Exhibit D** and to complete the Project as described in **Section 4.08**, all subject to extension due to Excusable Delay, the City may, in its reasonable discretion, declare such failure a Developer Event of Default pursuant hereto and pursue the remedies available to the City pursuant hereto, including termination of this Agreement. Notwithstanding the foregoing, the Developer may request a meeting with the City to explain why this Agreement should not be terminated.

**Section 4.05. Compliance with Laws.** The Developer will comply with all of the City's ordinances, rules and procedures in connection with the Project.

**Section 4.10. Permits and Approvals.** The Developer will obtain and comply with all necessary permits, licenses, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws, and the City will cooperate with the Developer to obtain any and all such permits and approvals.

**Section 4.11. Land Uses and Land Use Restrictions.** In addition to the land use restrictions that are established pursuant to the City's zoning and subdivision regulations, unless approved in writing by the City, the types of land uses set forth in the attached **Exhibit E** shall not occur on the Project Site.

## ARTICLE V

### INDEMNIFICATION AND RELEASE

**Section 5.01. Indemnity.** The Developer agrees to indemnify, defend, and hold the City, its officials and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

(a) the Developer's actions and undertaking in design, construction and implementation of the Project and this Agreement;

(b) the negligence or willful misconduct of Developer, their employees, agents or independent contractors in connection with the design, construction and implementation of the Project and this Agreement; or

(c) any unreasonable delay or expense resulting from any litigation filed against the Developer by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

**Section 5.02. Notification of Action.** In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City

Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event. After receipt of such notice, the Developer may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of Developer, utilizing counsel of the Developer's choice. The City Indemnified Parties shall assist, at Developer's sole discretion, in the defense thereof. In the event that the Developer shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Developer asserting the Developer's failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Developer.

**Section 5.03. Settlement.** Any one of the City Indemnified Parties shall submit to the Developer any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Developer. Neither the Developer nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

**Section 5.04. Survival.** The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

## ARTICLE VI

### EVENTS OF DEFAULT AND REMEDIES

**Section 6.01. Developer Event of Default.** Subject to Excusable Delays, a “**Developer Event of Default**” shall include the following:

(a) Any representation or warranty made by the Developer herein or in any written statement or certificate furnished to the City proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the Developer by the City a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the Developer shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch;

(b) The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Developer, or adjudging the Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Developer under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Developer or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of one hundred twenty (120) consecutive days;

(c) The commencement by the Developer of a voluntary case or proceedings to be adjudicated a bankrupt or insolvent, or the consent by the Developer of bankruptcy or insolvency proceedings against it, or the filing by the Developer of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by the Developer to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Developer or any substantial part of its property, or the making by the Developer of an assignment for the benefit of creditors, or the admission by the Developer in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Developer in furtherance of any such action;

(f) Default in the performance or breach of any other covenant or agreement of the Developer in this Agreement not specifically covered in (a) through (c) above, and continuance of such default or breach for a period of sixty (60) days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

(g) Abandonment of Construction occurs on the Residential Project or the Commercial Project.

**Section 6.02. City Event of Default.** A “City Event of Default” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Developer a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of sixty (60) days after there has been given to the City by Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall, immediately upon receipt

of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

### **Section 6.03. Remedies.**

(a) Upon the occurrence of a Developer Event of Default, the City shall have the right to pursue any one or more of the following courses of action: (i) to declare an event of default hereunder; (ii) to take such actions as deemed necessary by the City to remedy the breach, the costs of which may be charged to the defaulting party, or offset against any payments due under this Agreement to the defaulting Party; (iii) to terminate this Agreement by written notice to the defaulting party, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; (iv) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance; (v) withhold or apply funds from the CID Sales Tax to such extent as is necessary to protect the City from loss; (vi) refuse to approve any further reimbursements to Developer contemplated under this Agreement and make any disbursements until such Event of Default is cured by Developer. The City specifically waives the right to claim or obtain money damages against the Developer for breach of this Agreement.

(b) Upon the occurrence of a City Event of Default, the Developer shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the Developer to remedy the breach, the costs of which may be charged to the City or offset against any payments due under this Agreement to the City; (ii) to terminate this Agreement by written notice to the City, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance. The Developer specifically waives the right to claim or obtain money damages against the City for breach of this Agreement.

## **ARTICLE VII**

### **ASSIGNMENT**

**Section 7.01. Assignment or Sale Prior to Completion of Construction.** Prior to the Completion of Construction of the Project the Developer shall not assign any of its rights, duties, or obligations hereunder (a “Transfer”) without first obtaining the written consent of the City. Notwithstanding the foregoing, so long as the Developer is not in default hereunder, the Developer may (a) consummate a Transfer to one or more Affiliates without the necessity of obtaining the City’s consent, or (b) collaterally assign this Agreement to lenders providing financing for the Project. The Developer shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer which is consented to by the City pursuant to this **Section 7.01**, upon delivery to the City of an assumption document as described in **Section 7.02(b)** below, the

Developer shall be released from any further obligations set forth herein accruing after the date of such assignment.

This Agreement may be assigned as provided in this paragraph in part, in a manner corresponding to the phases of the Project.

**Section 7.02. Assignment or Sale After Completion of Construction.** Following Completion of Construction of the Project this Agreement and the rights, duties and obligations hereunder as they relate to a Project phase may be fully and freely assigned by the Developer subject to the following:

(a) The Developer shall represent to the City that in the sole and subjective opinion of the Developer the assignee is reputable, credit-worthy and possesses the management experience to operate the respective Project phase. Notwithstanding the foregoing, the Developer shall have no liability to the City in the event that the assignee is later found not to be reputable, credit-worthy or have the management experience to operate such Project phase.

(b) Every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and any other agreements associated herewith, and agree to be subject to all the conditions and restrictions to which the Developer is subject, all as the same shall apply to the Project.

In the event this Agreement is assigned in whole pursuant to this **Section 7.02** upon delivery to the City of the assumption document required by subparagraph (b), the Developer shall be released from any further obligations set forth herein accruing after the date of such assignment. The Developer shall notify City of any such assignment including presentation of the assumption of obligation instrument within ten (10) days of closing on such assignment. At all times, without the consent of the City, the Developer may collaterally assign this Agreement to lenders providing financing for the Project.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

**Section 8.01. Consents and Cooperation.** Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Developer agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Administrator and the

City Administrator may seek the input or a decision from the City Council on any matter at the City Administrator's complete discretion.

**Section 8.02. Relationship.** In the performance of this Agreement, the Developer shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Developer a partner, joint venturer with, or agent of, the City. The City and the Developer agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Developer.

**Section 8.03. Applicable Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Kansas for all purposes and intents.

**Section 8.04. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the City and the Developer with respect to the matters herein and no other agreements or representations other than those referenced in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Developer.

**Section 8.05. Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 8.06. Severability.** In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

**Section 8.07. Limit on Liability.** The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Developer in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Developer or with respect to any agreement, indemnity, or other obligation under this Agreement.

**Section 8.08. Headings.** Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

**Section 8.09. Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of the Developer to: Clare Crossing, LLC  
150 Wuthering Heights Drive  
Colorado Springs, CO 80921  
Attention: Brian Schumann

With a copy to: Fagan & Emert, LLC  
800 New Hampshire, Suite 110  
Lawrence, Kansas 66044  
c/o William N. Fleming

In the case of the City to: City of Gardner, Kansas  
120 E. Main Street  
Gardner, Kansas 66030  
Attention: City Administrator

With a copy to: City of Gardner, Missouri  
120 E. Main Street  
Gardner, Kansas 66030  
Attention: Finance Director

With a copy to: Kutak Rock, LLP  
2405 Grand Boulevard, Suite 600  
Kansas City, Missouri 64108  
Attention: Rick McConnell

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 8.10. Waiver.** The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

**Section 8.11. Negotiation of Agreement.** The City and Developer are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

**Section 8.12. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 8.13. Exhibits.** All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

**Section 8.14. Agreement to Control.** In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Developer, the provisions of this Agreement shall control and supersede the conflict.

**Section 8.15. Term of Agreement.** The term of this Agreement (the “Term”) shall commence on the Effective Date and shall expire upon the later of: (i) the date all Eligible Expenses of the Developer have been reimbursed; or (ii) the date that no SBD Obligations are outstanding. Additionally, this Agreement shall automatically terminate on the eighteen-month anniversary of the Commencement Date if any of the following have not occurred, unless extended by both Parties in writing:

- a. Submission to the City of a petition to form the CID.
- b. Submission to the City of a petition to form the SBD.
- c. Payment of the Excise Tax payment for the Project.
- d. Posting a letter of credit or cash to fund in an amount equal to \$3,550,000 less the cost amount of the Excise Tax payment.

**Section 8.16. Reporting Requirements.** Developer hereby agrees to cooperate with the City and the Secretary of Commerce of the State to provide information required for compliance with the reporting requirements of K.S.A. 74-50,226 *et seq.* Developer further agrees to pay any and all administrative fees to be collected by the Secretary of Commerce and/or the State in connection with such reporting requirements.

**Section 8.17. Survival of Representations.** The representations of the Parties set forth in this Agreement shall survive the Closing.

**Section 8.18 Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 *et seq.*), the Budget Law (K.S.A. 79-2935 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties have executed this Development Agreement on the date first written above.

**CITY OF GARDNER, KANSAS**

By: \_\_\_\_\_  
Mayor

(SEAL)

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CLARE CROSSING, LLC a Kansas limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Site Plan**

**Exhibit B**  
**Legal Description**

## **Exhibit C**

### **The Project**

#### **I. Commercial Project**

A project consisting of a convenience store together with separate pad sites suitable for drive through restaurants and retail uses catering to neighborhood uses (i.e., restaurants, retail outlets, and day care facility) together with one or more hotels and facilities catering to travelers.

#### **II. Residential Project**

A multi-family residential project consisting of approximately 255 units with 2 & 3 bedrooms and amenities to include a clubhouse and pool, a dog park & a play ground and design enhancements to include enhanced landscaping, internal walking paths, etc.

#### **III. Infrastructure Project**

- a. Off-site road and intersection improvements consisting of the following (collectively, the “Off-Site Roads”):
  1. Right-in, right-out access at the intersections of Clare Road and Claremont Court, and 175<sup>th</sup> Street and Clare Crossing Drive.
  2. Full access at the intersections of Clare Road and 177<sup>th</sup> Street, and 175<sup>th</sup> Street and Harmony Road.
  3. Signalization of the intersection at 175<sup>th</sup> Street and Harmony Road.

And

- b. Infrastructure on the project site includes roads, water, wastewater, stormwater and other utility improvements necessary for the development and operation of the Project (collectively, the “On-Site Infrastructure”) as further described below.

	<u>Projected Costs</u>	<u>On-Site Infrastructure (CID Eligible Expenses)*</u>
City Application Fee's (funding, IRB, CID, Bonds)	\$75,000	Not reimbursable
Studies / Surveys/Developer Agreement	\$75,000	\$75,000
City Developer Fee's	\$541,793	Not reimbursable
Land Cost	\$4,097,749	Not reimbursable
Engineering Cost	\$750,000	\$750,000
Grading Costs / Storm Water Detention	\$733,798	\$733,798
Clare Crossing Drive Improvements	\$1,240,516	\$1,240,516
177th Street Improvements	\$1,574,575	\$1,574,575
Claremont Court Improvements	\$441,712	\$441,712
Harmony Road Improvements	\$926,136	\$926,136
Waterlines	\$429,820	\$429,820
Sanitary Sewer	\$931,646	\$931,646
Legal	\$150,000	\$150,000
Financing / Interest Carry Costs/Entitlement Cost/Closing Costs	\$1,134,746	\$1,134,746
Utilities- Electric/Gas/Tap and Extension Fees	<u>\$1,376,691</u>	<u>\$1,376,691</u>
Total	<u>\$14,479,182</u>	<u>\$9,764,640</u>

\*Costs are reimbursable from CID Sales Tax to the extent not paid from SBD Obligations. To the extent allowable pursuant to the CID Act, CID Eligible Costs may also include reimbursement of Off-Site Roads and temporary access improvements constructed by the Developer in anticipation of completion of the Off-Site Roads. Estimated costs of temporary improvements are not available at this time and such improvements may not be necessary.

**Exhibit D**

**Project Milestones**

[Subject to Excusable Delay and all preconditions set forth herein.]

1.Submittal of CID Petition to City	August 5 <sup>th</sup> 2025
2. Submittal of SBD Petition to City	August 5 <sup>th</sup> 2025
3. Payment of Excise Tax/Furnish LOC or cash for Off-Site Roads	March 16 <sup>th</sup> 2026
4. Commencement of Construction – Land Disturbance-Clearing, Grubbing, Site Grading – Residential Project	November 1 <sup>st</sup> 2025
5. Commencement of Construction – Land Disturbance-Clearing, Grubbing, Site Grading – Commercial Project	December 1 <sup>st</sup> 2025
6. Commencement of Construction - Off-Site Roads	April 1 <sup>st</sup> 2026

## Exhibit E

### Prohibited Uses

Developer hereby understands and agrees that the nature of the commercial facilities to be developed pursuant to this Agreement was critical to the approval of the same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the Project Site unless receiving the prior written approval of the City:

- (i) Any use which does not have as its primary business a sales tax generating use, other than the Residential Project. Specifically allowed are restaurants, retailers, hotels, providers of taxable services and a “travel plaza” as described below.
- (ii) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project or Project Site.
- (iii) A gas station, stand-alone car wash, or truck stop; provided, however, this prohibition shall not be applicable to:
  - a convenience store, with or without fuel or car wash
  - or a first-class stand-alone full-service carwash
  - a “travel plaza” development concept, to include retail, restaurant and refueling uses plus related commercial uses which could include a hotel
- (iv) A facility primarily used as a storage warehouse or freight terminal; provided, however, this prohibition shall not be applicable to a climate-controlled ministorage facility with enclosed, interior access to storage units.
- (v) Any pawn shop or flea market.
- (vi) Any store primarily selling tobacco products or vaping or tobacco-smoking paraphernalia.
- (vi) Pay-day or title loan facilities.
- (vii) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building within the Project.
- (viii) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion within the Project to determine its own selling prices nor shall it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).
- (ix) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop off and pickup facility, or a central laundry or laundromat

that complies with CERCLA, RCRA and other Applicable Laws and Requirements (as defined herein).

- (x) Any automobile, truck, trailer or recreational vehicle with outside sales, leasing, or display unless (i) approved by the City, or (ii) in conjunction with temporary promotions, displays and other similar marketing activities, or (iii) for the sale of luxury vehicles displayed only within an indoor showroom for purposes of taking orders for cars, not storing inventory of any kind, subject, however, to compliance with all Applicable Laws and Requirements.
- (xi) Any establishment selling or exhibiting sexually oriented materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially nude dancers or wait staff; except that this provision shall not be deemed to preclude the operation within the Project of either a nationally or regionally recognized book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.
- (xii) Any “street marketing” of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.
- (xiii) Any precious metals facilities; provided, however, this prohibition shall not apply to jewelry stores.
- (xiv) Any use not permitted by the applicable zoning ordinance of the City. The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the City’s Code and/or the City’s zoning ordinance.

**EXHIBIT F**

**FORM OF REIMBURSEMENT CERTIFICATION**

**[SPECIAL BENEFIT DISTRICT] [CID] REIMBURSEMENT CERTIFICATION**

Date: \_\_\_\_\_

Certificate # \_\_\_\_\_

City of Gardner, Kansas

I, [Name], [Title] of \_\_\_\_\_ (the "Developer"), hereby certify:

1. I am requesting reimbursement of **\$(Amount)** for costs incurred for public improvements authorized under the [\_\_\_\_\_ Special Benefit District] [Community Improvement District] (the "District").
2. In connection with such request, the undersigned hereby certifies as follows:
  - (a) The names of the persons, firms or corporations to whom the payments requested hereby are payable to, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Exhibit 1** hereto.
  - (b) The amounts requested have been paid by the Developer and were justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses are stated on **Exhibit 1** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the acquisition, construction and installation of the eligible improvements in the District (the "Improvements").
  - (c) All such materials have been incorporated into the improvements.
  - (d) No item requested for reimbursement has been or is being made the basis for the payment of any moneys in any previous or pending request from the City or any other source.
  - (e) The amount available to be paid from the notes issued to fund the Improvements, together with other available moneys of the Developer will be sufficient to complete the Improvements.
  - (f) This certificate contains no request for payment on account of any retained percentage which the Developer is on the date hereof entitled to retain.

(g) There has not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts requested which has not been released or will not be released simultaneously with the payment of such obligation.

(h) Lien waivers for all services or materials furnished by subcontractors or suppliers related to the amounts requested are *attached hereto*. All contractors and vendors whose charges form the basis for this request have been paid in full.

(i) Invoices, statements, vouchers or bills documenting the amounts requested are *attached hereto*.

I certify under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Certificate # \_\_\_\_\_

\$ \_\_\_\_\_ Amount of eligible expenses requested by this  
Certification # \_\_\_\_\_

\$ \_\_\_\_\_ Amount of eligible expenses for this  
Certification # \_\_\_\_\_ Disapproved

\$ \_\_\_\_\_ Amount of eligible expenses for this  
Certification # \_\_\_\_\_ Approved

**CITY OF GARDNER, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Administrator

**EXHIBIT 1 TO  
REIMBURSEMENT CERTIFICATION**

**PAGE \_\_\_\_ OF \_\_\_\_**

Date: \_\_\_\_\_

Certificate # \_\_\_\_\_

**DESCRIPTION OF EXPENSE (ATTACH ADDITIONAL  
SUPPORTING DOCUMENTATION)**

**Amount            of  
Expense**

\$ \_

\$ \_

\$ \_

\$ \_

\$ \_

**TOTAL EXPENSES**

\_\_\_\_\_  
Initials of Developer