AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, May 18, 2020
7:00 p.m.

**If you wish to provide written public comment regarding any items below by email, please provide them by noon on May 18, 2020 to cityclerk@gardnerkansas.gov. The meeting will be open to the public **

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclaim May 17-23, 2020 as "Public Works Week" in the City of Gardner
2. 2021-2022 Budget Presentation

PUBLIC HEARING

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on May 4, 2020.
2. Standing approval of City expenditures prepared May 1, 2020 in the amount of $245,314.05; and May 8, 2020 in the amount of $301,478.81 and $49,473.00.
3 Consider approving an Airport Planning Agreement between the Kansas Department of Transportation and the City of Gardner
4. Consider approving an Airport Design and Planning Agreement between the Kansas Department of Transportation and the City of Gardner
5. Consider accepting a Cares Act Airport Grant Agreement between the FAA and the City of Gardner

PLANNING AND ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for QuikTrip Store No. 0294 located at the southwest corner of Garner Road and 188th Street

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving the rezoning (Z-20-06) of approximately 14 acres from RP-2 District to RP-3 District and associated preliminary development plan (PDP-20-02) for Prairiebrooke Villas located north of the intersection of Pratt Street and 174th Street, east of Kill Creek Road

OLD BUSINESS

NEW BUSINESS

COUNCIL UPDATE – Oral presentation unless otherwise noted

EXECUTIVE SESSION

1. Consider entering into executive session to discuss matters of attorney-client privilege

ADJOURNMENT

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

PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of fundamental importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Gardner; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, the health, safety, economic vitality and comfort of this community greatly depends on these facilities and services; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Gardner to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim May 17-23, 2020 as

Public Works Week

in the City of Gardner, Kansas, and urge citizens and civic organizations to acquaint themselves with the issues involved in providing quality public works services, and to recognize the contributions which public works representatives make every day to our health, safety, comfort, and quality of life, not only this week but throughout the year.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 18th day of May, 2020.

CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

(SEAL)

Attest:

_____

Sharon Rose, City Clerk

COUNCIL DISCUSSION FORM — PRESENTATION ITEM NO. 2

MEETING DATE: **MAY 18, 2020**
STAFF CONTACT: **MATTHEW WOLFF, FINANCE DIRECTOR**

Agenda Item: 2021-2022 Budget

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Finance Director Matthew Wolff will provide a presentation on the proposed 2021-2022 budget draft.

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2020 – 79
May 4, 2020

The City Council of the City of Gardner, Kansas met in regular session on May 4, 2020, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Rich Melton, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Business & Economic Development Director Larry Powell; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Public Works Director Michael Kramer; Finance Director Matthew Wolff; Parks and Recreation Director Jason Bruce; Human Resources Manager Alan Abramovitz; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the attached sign-in sheet and others who did not sign in.

CALL TO ORDER

There being a quorum of Councilmembers present, the meeting was called to order by Mayor Shute at 7:02 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Mayor's Commendation "Spirit of Gardner" Award recognizing Kerry Hamel

Mayor Shute presented Kerry Hamel with a "Spirit of Gardner" award for her efforts in community positivity in organizing parades to celebrate birthdays and other important events during this difficult time.

2. Proclaim May 3-9, 2020 as "Drinking Water Week" in the City of Gardner

Mayor Shute read into record a proclamation for May 3-9, 2020 to be "Drinking Water Week" in the City of Gardner, Kansas

Mayor Shute called for a recess, for a community parade taking place in front of City Hall in honor of Kerry Hamel, at 7:07pm for 10 minutes. Councilmember Gregorcyk made a motion to recess until 7:17pm.

Councilmember Baldwin Seconded.

Mayor Shute called the meeting back to order at 7:17pm.

3. Proclaim May 10-16, 2020 as "Police Week" in the City of Gardner

Mayor Shute read into record a proclamation for May 10-16, 2020 to be "Police Week" in the City of Gardner, Kansas.

Chief Belcher is honored to have the support of community and governing body. Thoughts and prayers are with Overland Park PD for the loss of an officer in the line of duty. Gardner PD is providing officer support to them during this time.

4. Gardner Destination Downtown Plan (video here)

Business and Economic Director Larry Powell presented a culmination of the second grant received for the Gardner Main Street Corridor Plan. This is the beginning of the implementation phase, if council later approves the Planning Commission recommendation to adopt it as part of the comprehensive plan. The next steps would be to take the findings from the first and second plans and put them into the CIP and CIE plans so they can become long term funding designated items. In April of 2018, the governing body approved the Comprehensive Plan amendments to incorporate the Gardner Main Street Corridor plan and Gardner Main Street Market Analysis. This was largely funded through a grant from Mid-America Regional Council (MARC). The plan provides specific policy guidance for the entire Main Street Corridor. Powell shared a video recapping what was done in the first grant. The Main Street Corridor Plan focuses on the big picture and crafting a vision that integrates transportation, land use, and the environment while engaging the community in a collaborative dialogue. The *Gardner Destination Downtown Plan* is the second level of planning in the Planning Sustainable Places program, and was largely funded through that program. It focuses on project development and implementation activities for an 8-block area of Downtown, including Cornerstone Park. This plan ensures that implementation projects can move closer to readiness for

preliminary engineering. The premise behind both projects is to build on the role of the corridor as a major vehicular transportation thoroughfare and facilitate its evolution to support multi-modal transportation options and vibrant public spaces that are attractive for redevelopment and revitalization efforts. Public engagement began with an all-day tour of civic spaces and market facilities in six locations around the metro. The project team spoke with residents at events in town. Residents were engaged through an online survey. Two public meetings were held. The steering committee from the Main Street Corridor Plan stayed on to lead the Downtown Destination Plan. Committee members and city staff participated in a Walk 'n Roll to identify barriers to access and mobility and discuss opportunities for improvement. The consulting team of both of these plans was led by architectural firm, Confluence. They were assisted by Collins Noteis & Associates, who specialize in planning, economic development and governmental affairs, and Wilson & Co., who specialize in transportation and engineering. The MARC grants were transportation grant funds, so the plans centered on transportation; i.e. busing, bike paths, walking paths, alternate forms of transportation besides using a car. Director Powell then turned the presentation over.

The city's consultant team, represented by Terry Berkbuegler with Confluence, shared the Gardner Destination Downtown Plan. The project focuses on two areas; the streetscape design and the creation of public green spaces. A key goal that came from the original Main Street Corridor Plan was to create a heart of the city. Berkbuegler continued, sharing renderings for the 8-block streetscape, from Center Street to Sycamore and north to Washington and south to Warren. The plan has been divided into three categories: primary streets, secondary, and tertiary streets. Based on the Walk 'n Roll, their concept replaces all the sidewalks along Main to address the non-accessible entries to the shops. Main Street doesn't feel comfortable as a pedestrian because of the traffic, large trucks and noise. In the 2014 comprehensive plan, the idea of a median on Main Street was introduced. That carried forward to the plan. Wilson & Co is translating with KDOT about that as an acceptable solution. Visually narrowing a corridor inherently slows the traffic better than speed limits or stop signs. Berkbuegler showed a rendering of Shawnee Street, as a secondary street. They illustrated a yellow roof market structure behind City Hall, with a road table for pedestrians to cross from the market over to new green space to the north. He then showed a rendering of a tertiary street, Sycamore, calling out 5-foot sidewalks, a turf strip in between the curb and sidewalk for trees for buffer.

Berkbuegler continued, stating they had concepts early on they asked for input on an appropriate design motif for the area, and a majority chose a square design aesthetic with brick accents at the corners, medians, bulb-outs all accented with brick pavers. The vertical monuments, also brick, are placed on two corners to identify the area. Brick was chosen because it's a predominant element of the architecture of the area. The city could incorporate limestone as well.

Berkbuegler communicated an illustration of a mobility hub, a place where multiple modes of transportation can be served. If the city had a bike/scooter share program, that could be housed here. ATA Ride KC has announced it will no longer go south from the Gardner stop, so this would be a good place for a turn-around as a terminus for their line. Their input led to placing this at the corner of Park and Center. They will need to partnership with the property owner, but much can be accommodated within the right-of-way. The city could brand the shelter for the stop.

Berkbuegler shared the downtown master plan, stating it will be market-driven. There will need to be adequate parking, as this is a car-centric community. West of City Hall, there's a residential/mixed-use infill opportunity. Then the public market just behind City Hall to the north. There is green space between the church and restaurant. There was discussion on redesigning Cornerstone Park. The public market is similar to Overland Park or Independence. During the day, it's parking for City Hall and the library, but when the market is open, shoppers walk down the center. This would require a relocation and partnership of the group home behind City Hall, in order to allow for the same amount of parking that is current today, by shifting it to the west to make room for the market. This would provide a plaza space near the library. The library is interested in a partnership. It would allow more space for them to enhance their outdoor programming opportunities. There can be a two-story mixed-use office infill at old bank building on the corner of Center & Main, then moving north along Center, a residential multi-tenant building. Councilmember Melton asked about the residential, and noted there was no parking illustrated for that or the office space. Berkbuegler said there would be street parking and potential for stacked parking or podium construction with the residential building with parking on the first level and units built above. Councilmember Baldwin asked about the outdoor area on the west side of City Hall to the mixed-use infill. How much sunlight would be available

throughout the day? Berkbuegler hasn't done a shade study, but believes it to be a sunny area. There won't be a lot of shade coming off City Hall late in the day, and whatever goes on that corner will take that into account. He continued with a view of the other side of City Hall, discussing that they could choose more paving and less landscape. The concept is there, but the design needs to balance it. Their concept leaves room for more landscape or tree shade. He illustrated the next slide, showing a spine or connector. There is a diagonal connector that leads from Main/Plaza area (alley east of City Hall) towards Cornerstone Park. There's also a concept that creates a north-south axis coming out of City Hall, through the Market, then north through the green space. The two are merged together. There is a garden space near the library that can be used for learning opportunities as well as shade for people. Councilmember Melton asked how many parking spaces are lost behind city hall/library? Berkbuegler said none were lost, they were shifted to the west, repositioning the parking. It's been the goal to not lose any parking with improvements downtown.

Berkbuegler shared an image illustrating a multi-purpose community building in Cornerstone Park. It's modeled off the uptown market area in Independence. They have two shed structures adjacent to each other, but one has garage doors so it's flexible. The idea was popular with citizens involved. It's been an on-going discussion that there needs to be more rentable space in Gardner. This would be a free-span structure with garage doors that could open. The fair could use it in partnership. It rethinks how the park is designed, creating park lawn space as well the city can expand on activities that have yet to be programmed, but also have an indoor rentable space that people can spill onto the lawn outside. An image illustrating a different angle shows a large untouched green space south of Washington Street, the church property. They have been included and on-board with this process, only requesting that the design stay west of power poles on the property. The sidewalk lands just west of those poles. There's amphitheater lawn space illustrated west of that and upgraded playground water features for kids, taking the amphitheater component and turning Cornerstone into a multi-purpose building and accenting the aquatic facility. The amphitheater lawn area holds hundreds of people for events. The final programming will drive the final design. It's very flexible. He then showed illustrations of Cornerstone Park with a water feature and redesigned playground and additional pavilions for rental and finally the multi-purpose building.

Berkbuegler wrapped up with some discussion about implementation broken down in three key areas. They can be done in any order and are interchangeable. The consultants did not put a timeline or prioritize which one should be first. MOUs and property acquisition will take place first. Implementing one piece could drive developers' interests more than another, because this is going to be market-driven. The streetscape element has been broken down into the nine blocks as project parts. People that bring businesses here are looking for experiential space, a place they fit and that has a higher purpose. That's what this space can be. They also look for what the city is doing to invest in that property.

Berkbuegler closed out with examples of funding opportunities. He said the community is engaged, and he enjoyed working with them. Councilmember Baldwin asked about the downtown brick accents. Where the sidewalk transitions brick and down into the roadway, will that be an ongoing concern for mobility? As the brick settles, freeze/thaw, will there be an issue with it not being a solid surface? Berkbuegler said it's a small area and not an issue. It would be a concern if it was the entire sidewalk. That's where there are settling issues. In his experience, the accent is a better, more durable approach. He thanked the council for their time.

5. 2021-2022 Budget Requests

Finance Director Matthew Wolff said this is for 2021-2022 budget requests from the Chamber of Commerce and the SWJCEDC. Earlier this year, council approved funding of $40,000 for the Chamber and $90,000 for the EDC. Staff had concerns about transient guest tax trending well below projections. Staff has continued to monitor and they continue to come in below expectations. Transient guest tax revenues lag; what the city received in March was actually for receipts that happened two months prior. The city is well behind in projections and that doesn't take COVID-19 into account. Wolff does not expect to receive much revenue for the rest of the year. He communicated with both entities to help frame their budget requests going forward. For 2021-2022, the Chamber has held their funding request steady at $40,000 each year for core services, they are not asking for any CVB. The EDC is similarly asking for continued funding at $90,000 each year. With the health of the Economic Development fund, staff believes they can accommodate the requests.

Councilmember Winters clarified they are forgoing CVB at this time. Director Wolff confirmed for now, they can review again for 2022 and review revenues. Winters said it's important to support the entities as much as we can. They are struggling with membership and the current events. They are important in rebuilding. Councilmember Melton said there would be opportunities presented that they will be at the forefront of that other cities aren't going to see. Shute noted that transient guest tax will take a hit, but sales tax and property tax should hold steady. Gardner is not seeing the same devastation as other communities. Wolff said they haven't seen any data for that yet, as it lags as well. They won't know the impact on sales tax until June. City sales tax is somewhat insulated, much of it comes from Price Chopper and Walmart. There is revenue from the county sales tax that would be more impacted. Shute said the biggest hit would come from county and state portions of tax revenue, including the courthouse public safety tax, of which a portion is funding part of the Justice Center. Director Wolff confirmed that they are expecting a shortfall in the public safety sales tax that would go into a bond and interest fund. The bond and interest fund has a fund balance that can help accommodate that shortfall. County sales tax also goes to special highway and general fund.

Councilmember Gregorcyk asked what is the dollar amount of the shortfall mentioned earlier? Wolff said original estimates developed in 2018 for the 2020 budget were $291,000. They received half of their annual distributions for 2020 and are at $101,000. Staff has made budget adjustments, council has too with the Chamber's budget for this year, and other changes in that fund, staff believes they will be okay based on current projections, and are spending down the small fund balance it has, but expect things to normalize. Councilmember Baldwin asked how long did staff project that they would have the downturn with Covid? If this extends further, how far is that window anticipated? Director Wolff said they had $20,000-$30,000 fund balance, it wasn't much. They plan to use most of it this year. It's hard to project what the Covid impact will be; they have $100,000 in revenues so far, he expects not more than $120,000-$135,000 by the end of the year. They are lowering projections for 2021-2022, basing on the first two quarters of this year. Staff will continue to monitor and see what the actual impact of Covid-19 is. Wolff confirmed that everyone is supportive of the current funding plan, so staff will build those into the budget. Mayor Shute said it was good work by Finance for keeping on top of this.

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on April 20, 2020.**
2. **Standing approval of City expenditures prepared April 15, 2020 in the amount of $13,250.00; and April17, 2020 in the amount of $448,506.64; and April 24, 2020 in the amount of $1,695,791.73.**
3 **Consider authorizing the execution of a construction contract for the Tuscan Farms Sanitary Sewer Lift Station**
4. **Consider authorizing a task order agreement for construction services for internal improvements in the City of Gardner**
5. **Consider accepting and authorizing payment for permanent and temporary construction easements for the new raw water main as part of the Hillsdale Expansion Project**

Councilmember Melton made a motion to approve Consent Agenda.

Councilmember Winters Seconded.

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

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving amendments to the Cover and Chapters 1, 3, 4, 5, 9, 10, and 11 of the *City of Gardner Comprehensive Plan*, and adopting the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan

Business & Economic Development Director Larry Powell said the Planning Commission adopted Resolution No. PC-20-01 to amend the following portions of the *City of Gardner Comprehensive Plan*: Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation and adopt and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan, and recommends the Governing Body approve the amendments to the *City of Gardner Comprehensive Plan*, and adopt and incorporate by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan.

Pamela Harkins, 129 N. Sycamore St. – She didn't come to speak on this tonight, but Gardner needs to get beautiful, get all of these beautiful things, but she worries. She moved here in 1995 and there were 4,800 people. She loved the country setting. She saw Overland Park and watched city people come here, because they wanted out. They wanted the country setting. What she heard is that Gardner is trying to become like Overland Park, Shawnee. She doesn't want to lose the country setting, because when this town gets like Overland Park or Shawnee, they will keep moving out for more country. Gardner needs improvements, but she doesn't want it to lose the country feeling

Mayor Shute appreciated the comment. The goal of the comprehensive plan and the downtown plan is to enhance community character, not replace it. Director Powell confirmed, they want to take the good they already have that people appreciate, the open space, visibility, quality of community, and enhance those things. They want local businesses to grow and expand and continue to provide products and services are already in the community. They don't want to be just like neighbors to the north, but the city is growing. They need additional services, such as quality of life services, medical services, retail. They looked at empty spaces and see how they could be suited to something to enhance the city. Powell encouraged continued involvement from the community. This ordinance sets a broad plan concept of where the city is now and how it can be in 10-15-20 years. Their next project slated for 2021 is a pedestrian improvement to the bridge on Center over railroad tracks. They hope to fit guidelines of what the residents want. Shute said he doesn't want to be another city like neighbors. They are not Gardner; Gardner wants to remain Gardner.

Councilmember Roberts said it's a great community and why she moved here. Mayor Shute said Roberts wanted to keep the character of the community, which was a reason she served on the Planning Commission and got involved in the community. Roberts said the small town charm brought her here and they should embrace that, but they need to incorporate some new ideas. Gardner is unique and a great place to live.

Councilmember Gregorcyk made a motion to adopt an ordinance adopting amendments to the Comprehensive Plan for the City of Gardner, Kansas, amending the Cover Page, Chapter 1 Introduction, Chapter 3 Public Participation, Chapter 4 Vision, Goals & Objectives, Chapter 5 Land Use & Development, Chapter 9 Image & Identity, Chapter 10 Sustainability Framework, and Chapter 11 Implementation; and incorporating by reference the *Gardner Destination Downtown: A Placemaking and Mobility Enhancement Project* plan

Councilmember Melton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2661.

Gregorcyk:	Yes
Melton:	Yes
Roberts:	Yes
Winters:	Yes
Baldwin	Yes

NEW BUSINESS

1. Consider adopting an ordinance authorizing the issuance and delivery of $27,450,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and

DRAFT

collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due

Finance Director Matt Wolff said at the April 6, 2020 meeting, council approved the sale of Series 2020A general obligation bonds. The purpose of these bonds is to fund the water treatment plant expansion project and the smart meters project. Municipal Advisor Bruce Kimmel is on the phone with a presentation.

Mr. Kimmel, Ehlers, presented bond sale proposals; bids came in this morning. The Baker Group out of Oklahoma City, OK was the winning bid with true interest cost of 2.34%. It was estimated to be about 2.77%. The lower interest results in about $800,000 dollars total reduction of debt service for the 20-year life. When it's a $27 million dollar bond issue, a lower rate makes a big difference over the 20 years of service. The interest rates range around 3.5% and are varied, but the yields on the bond are what matter. They range just over 1% to 2.7%. That's what's known as a premium descriptor, where they want a higher coupon than the actual yield, and it generated the ability to reduce the bond amount by $1.7 million dollars to about $27,450,000. There was a bigger spread across the offers than is normally seen, and that is part of the pandemic situation. Regarding the rate report, Director Wolff and Fiscal Services Manager Nancy Torneden did a great job of preparing for the rating call, presentation and discussion in terms of providing material to the analysts. They made the process go smoothly. This affirms the city's AA- rating with stable output. The city has a strong economy, strong financial management, and strong budgetary flexibility are the criteria that drive the rating the most. Mayor Shute thanked Mr. Kimmel.

Councilmember Gregorcyk asked for clarification on a note in the sale day report, under the heading Weak Debt. "Total governmental fund debt service is 27% of total governmental fund expenditures, and net direct debt is 441.1% of total governmental revenue." Is the 441% correct? Mr. Kimmel confirmed, explaining that it's a metric that S & P puts in every report, and he has never gotten a good explanation. They add up all debt and divide by total governmental revenues. It's not as meaningful because the city pays off debt over 10-15, 20 years, but they measure it against a single year's revenue. It's not a typo; it's a correct number. Mayor Shute said Gardner is a growing city, and that impacts the level of indebtedness relative to funds. Kimmel said they understand a lot of the debt is paid from electric and water/sewer utility revenues, and not property taxes. They are not concerned with the city's debt service obligation, and debt makes up 10% of the credit profile.

Councilmember Melton made a motion to adopt an ordinance authorizing the issuance and delivery of $27,450,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas; and providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on the bonds as they become due.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2662.

Melton:	Yes
Roberts:	Yes
Winters:	Yes
Baldwin	Yes
Gregorcyk:	Yes

2. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $27,450,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Director Wolff stated this resolution is the second step to complete the transactions for the sale of the bonds. The resolution authorizes all preparations to facility the sale and issuance of the bonds.

DRAFT

Councilmember Gregorcyk made a motion to adopt a resolution prescribing the form and details of and authorizing the delivery of $27,450,000 principal amount of General Obligation Bonds, Series 2020A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Councilmember Melton Seconded

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2053.

Roberts:	Yes
Winters:	Yes
Baldwin	Yes
Gregorcyk:	Yes
Melton:	Yes

3. Consider adopting an Ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (taxable under federal law), Series 2020 (Main Street Market Place), in the principal amount of not to exceed $9,500,000 for the purpose of financing the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds

Finance Director Matt Wolff stated at the February 18, 2019 meeting, Council adopted Resolution No. 2010 stating the City's intent to issue future IRBs in the principal amount of approximately $19,390,000 for the Main Street Market Place project, commonly referred to as the "Price Chopper" project to finance a portion of the costs of acquiring, constructing and equipping an approximately 60,000 sq. ft. grocery store, the redevelopment of an existing grocery store, and the development of two pad sites. The developer of the project has indicated that construction of the new grocery store is nearly complete, but redevelopment of the existing grocery store will be deferred. The developer has requested that one series of IRBs in an amount not to exceed $9,500,000 be issued now to finance a portion of the cost of the new grocery store. When redevelopment of the existing grocery store moves forward, Council will be asked to consider a resolution of intent to issue a second series of IRBs to finance this portion of the project. Wolff noted this is conduit debt. The Bonds shall not be general obligations of the City, nor constitute a pledge of the full faith and credit of the City and shall not be payable in any manner by taxation.

Mayor Shute asked about the redevelopment, clarifying they are not issuing IRBs for that at this time, but that is part of their budget amount through the project plan. Is there any other activity beyond a second ordinance? Director Wolff said no. There is the CID that will be delayed, but only one other ordinance will be issued for the IRBs.

Councilmember Melton made a motion to adopt an ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (taxable under federal law), Series 2020 (Main Street Market Place), in the principal amount of not to exceed $9,500,000 for the purpose of financing a portion of the costs of the acquisition, construction and equipping of a commercial facility, and authorizing the execution of certain documents in connection with the issuance of bonds.

Councilmember Gregorcyk Seconded

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2663.

Winters:	Yes
Baldwin	Yes
Gregorcyk:	Yes
Melton:	Yes
Roberts:	Yes

DRAFT

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

Human Resources Manager Alan Abramovitz said this is a housekeeping item. Aside from this issue, Abramovitz shared that this past week, the city had open enrollment for insurance that goes into effect July 1. HDHP received 87% of enrollment. PPO had 13%, almost identical to the numbers with the previous carrier. There are 118 employees enrolled in dental, and 130 in vision. It was a successful enrollment process. Abramovitz continued with this business item, stating at the March 16, 2020 City Council meeting, items authorizing the adoption of health insurance plans from Humana and the adoption of a resolution authorizing the City of Gardner to withdraw participation from MPR were presented and approved. As part of the transition away from MPR, the City needs d to obtain the services of a provider for Flexible Spending Account (FSA) services as part of the City's benefits administration. City staff, in conjunction with CBIZ, determined that Flex Made Easy provided the best options and price for this service, as their service is not tied to a particular health insurance provider and can be continued regardless of any insurance provider changes in the future. Flex Made Easy requires that the Governing Body pass a resolution authorizing staff to execute and implement the administration of these FSA services, referred to as a "welfare benefit plan". This is the name of the plan only and is not to be confused with any state or federal social programs.

Councilmember Gregorcyk asked if this will be a year over year function, or will it provide longevity and consistency? Abramovitz said it will provide longevity.

Councilmember Gregorcyk made a motion to adopt a resolution authorizing the adoption and execution of an amended and restated welfare benefit plan of the City of Gardner, Kansas.

Councilmember Melton Seconded

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2054.

Baldwin	Yes
Gregorcyk:	Yes
Melton:	Yes
Roberts:	Yes
Winters:	Yes

COUNCIL UPDATES

Mayor Shute asked City Attorney Denk about orders from the Johnson County health director. What is the update and what can they expect? Denk said the county health officer extended the stay home order to May 11. County Commission brought forth their proposal. One statutory provision allows the county health director authority to issue emergency directives. Another statutory authority the county was entertaining to implement its phase back to work. The governor released Ad Astra plan, which is very similar. Shute said there is confusion with what will happen when the order expires. Where will Johnson County gate into, on May 11 will they gate into week one or week two? City Administrator Pruetting said when the county order expires, they will merge into the state order where it is, not a week behind.

Director Bruce sent out notification that they are not taking registrations, reservations or memberships currently. Staff is in touch with local and national organizations to discuss the pool season. Staff is also meeting with local agencies regarding sports programs to discuss what that will look like going forward. Bruce has another meeting on Friday with metro area directors regarding pools.

Director Garcia said the Hillsdale expansion is moving through process, with no delays. Last two homeowners have signed easement agreements, moving forward with the raw water line.

Director Wolff reminded council that the Finance Department is busy. They are working on the audit, CAFR, budget book, and debt sale. Wolff will have the first budget presentation next meeting. It will be a rapid process

DRAFT

for budget approval in August. Mayor Shute and Councilmember Winters commended the finance staff on all their hard work.

Director Powell noted that inspectors are still in the field. Planning Commission is busy; they are bringing more items up next meeting. The new QuikTrip development hasn't been kept quiet, but they have application in hand now. The new medical facility will bring an administrative plat for additional parking and signage. Roadwork is being completed on the intermediate road between the new Price Chopper and Walgreens. The new car wash is expected to be open in 15-20 days. Warren Place is mostly completed.

City Administrator Pruetting said staff continues to put together a communication plan to give everyone as much certainty as possible. Pruetting worked with Chamber on PPE, and created a system to make it available to businesses, once the equipment comes in. They want to be as prepared as possible to help businesses get open and get information to them. Mayor Shute they have procured bulk masks, disinfecting equipment, gloves. The chamber has procured other products like hand sanitizer. They used bulk purchasing power of Gardner to provide those items to businesses at its cost. That's how the city can support small businesses that don't have the purchasing power of larger companies. Pruetting said county is doing that for county wide, but individual cities are finding it difficult to procure. Shute said the city was ahead of the curve. He continued, stating there is a plan coming together for limited community testing, not testing all 24,000 people; it's a directional sample to be used by county. They are working with health partners and labs in the area. Pruetting noted a question regarding tests was – who is paying for them? He stated that Gardner is not, the tests will be billed through insurance, that one reason why they are partnering with a health care provider. Shute said 80% tests will be covered by insurance, and the rest through foundations or health supplements they are getting through Covid assistance.

Councilmember Roberts noted it's good that they are getting prepared to open the community. They need to make sure they are safe, and looking out for all citizens. There was some confusion last time that the city would open, no matter the rules. It got misconstrued. They are planning for opening, and need to be cautious. Roberts thanked them for their due diligence. Mayor Shute noted that no one intended to go rogue.

Councilmember Baldwin supported the idea of the city partnering with businesses, using the city's ability to help, but not paying for them. That's a good partnership and should be used more going forward.

Councilmember Winters said the phone calls are cracking, is there any way to fix that? CA Pruetting said that using Zoom last week caused a conflict with the livestream that interfered with an IP address, and that may be responsible for poor audio, as well. Staff will look into it.

Councilmember Melton asked about scheduling meetings with Edgerton about wastewater? Director Garcia has reached out to Edgerton; their availability and discussion was limited. Staff will follow up. Melton wants to schedule four meetings a year for 20 years out. The city owns a wastewater plant, and it doesn't matter who is on the council, they will know the meetings are planned.

Councilmember Gregorcyk referred to last meeting; the mayor's intentions were in the right place. The body should have had more detail as to what they were supporting, when supporting the mayor's action. Gregorcyk also took responsibility for not asking for those details. Social media posts got out of hand, as they were a product of the mayor's request. Gregorcyk thought it was about public/private partnership, PPE, etc. Moving forward, as electeds, they need more details for support. Mayor Shute noted he asked for consensus to start the multi-pronged preparation process, satisfying gating criteria for phase 1 - that initiated conversation. Otherwise, If there was to be a go-live on 4th, they wouldn't have been able to.

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Gregorcyk and seconded by Councilmember Melton the meeting adjourned at 9:17 p.m.

_____
City Clerk

DRAFT

EXPENDITURE APPROVAL LIST
AS OF: 05/01/2020 PAYMENT DATE: 05/01/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004116	00	AEROTEK, INC							
OP09385393		001962		00	05/01/2020	001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	1,100.00
							VENDOR TOTAL *	.00	1,100.00
0000052	00	ALLENBRAND-DREWS & ASSOC. INC.							
35051		PI0170	007226	00	04/29/2020	403-4330-443.62-10	ENGINEERING SERVICES	EFT:	1,360.00
							VENDOR TOTAL *	.00	1,360.00
0099999	00	ALLISON & ALEXANDER, INC.							
000063233		UT		00	04/24/2020	501-0000-229.00-00	FINAL BILL REFUND	302.24	
							VENDOR TOTAL *	302.24	
0099999	00	ALVARADO, MELISSA							
000062251		UT		00	04/28/2020	501-0000-229.00-00	FINAL BILL REFUND	30.72	
							VENDOR TOTAL *	30.72	
0004287	00	AMERICAN FIDELITY - SUPPLEMENTAL							
D154856		001963		00	05/01/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	7,256.32
							VENDOR TOTAL *	.00	7,256.32
0004301	00	AMERICAN FIDELITY ASSURANCE CO							
2068688		002060		00	05/01/2020	721-0000-202.03-11	CONTRIBUTIONS	EFT:	1,549.98
							VENDOR TOTAL *	.00	1,549.98
0000566	00	AMERICAN TOPSOIL, INC.							
135591		001964		00	05/01/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135592		001966		00	05/01/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135593		001968		00	05/01/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135594		001970		00	05/01/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135595		001972		00	05/01/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135596		001974		00	05/01/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135591		001965		00	05/01/2020	531-4330-443.52-12	DIRT	EFT:	96.00
135592		001967		00	05/01/2020	531-4330-443.52-12	DIRT	EFT:	96.00
135593		001969		00	05/01/2020	531-4330-443.52-12	DIRT	EFT:	96.00
135594		001971		00	05/01/2020	531-4330-443.52-12	DIRT	EFT:	96.00
135595		001973		00	05/01/2020	531-4330-443.52-12	DIRT	EFT:	96.00
135596		001975		00	05/01/2020	531-4330-443.52-12	DIRT	EFT:	96.00
							VENDOR TOTAL *	.00	1,152.00
0001986	00	ANIXTER, INC.							
4549240-00		001976		00	05/01/2020	501-4130-441.52-31	ELBOWS	EFT:	1,600.24
4495525-02		001977		00	05/01/2020	501-4130-441.52-31	CT'S 400:5	EFT:	465.21
4580966-00		001978		00	05/01/2020	501-4130-441.52-31	GUY STRAND-LINE HARDWARE	EFT:	246.32
4582364-00		001979		00	05/01/2020	501-4130-441.52-31	WIRE	EFT:	494.17
							VENDOR TOTAL *	.00	2,805.94
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-04162020		001980		00	05/01/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	153.98
7589-04162020		001981		00	05/01/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	13.97
7589-04162020		001982		00	05/01/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	13.97

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
							VENDOR TOTAL *	.00	181.92
0000250	00	ASPHALT SALES COMPANY							
143227		001983		00	05/01/2020	117-3120-431.43-11	ASPHALT	EFT:	1,236.35
143241		001984		00	05/01/2020	117-3120-431.43-11	ASPHALT	EFT:	594.95
143209		001985		00	05/01/2020	117-3120-431.43-11	ASPHALT	EFT:	457.22
143257		001986		00	05/01/2020	117-3120-431.43-11	ASPHALT	EFT:	498.78
							VENDOR TOTAL *	.00	2,787.30
0000295	00	ASPLUNDH TREE EXPERT CO. INC.							
61P14620		001987		00	05/01/2020	501-4120-441.43-01	ELEC. SUB. WEED CONTROL	EFT:	3,530.00
							VENDOR TOTAL *	.00	3,530.00
0003515	00	AUGUSTINE EXTERMINATORS INC							
2245149		002061		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2245138		002062		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	14.42
2245138		002063		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	14.42
2245135		002064		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2245150		002065		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	59.74
2245136		002066		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2245137		002067		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2245147		002068		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2245148		002069		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2245139		002070		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2245142		002071		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2245145		002072		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2245099		002073		00	05/01/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
							VENDOR TOTAL *	.00	563.62
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS566276		PI0165	006997	00	04/22/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
							VENDOR TOTAL *	.00	2,486.25
0001834	00	C & C GROUP							
32933		001988		00	05/01/2020	501-4120-441.31-15	LABOR-GENERATOR REPAIRS	EFT:	560.00
							VENDOR TOTAL *	.00	560.00
0099999	00	CARSTENSEN, SANDRA							
000061637		UT		00	04/28/2020	501-0000-229.00-00	FINAL BILL REFUND	49.03	
							VENDOR TOTAL *	49.03	
0000001	00	CENTURYLINK							
313239127	0420	001989		00	05/01/2020	531-4320-443.40-03	MONTHLY BILLING	267.86	
							VENDOR TOTAL *	267.86	
0002321	00	CES							
OLA/050995		001990		00	05/01/2020	501-4120-441.43-01	ELEC GEN BATHROOM LIGHT	EFT:	50.91
							VENDOR TOTAL *	.00	50.91
0000070	00	COLONIAL LIFE & ACCIDENT INS CO.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000070	00	COLONIAL LIFE & ACCIDENT INS CO.							
8112369-0501303001991				00	05/01/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	737.46
							VENDOR TOTAL *	.00	737.46
0000288	00	CROFT TRAILER SUPPLY, INC.							
409118		001993		00	05/01/2020	501-4130-441.52-12	WIRE	EFT:	226.61
409118		001994		00	05/01/2020	501-4130-441.52-04	JUNCTION BOX & BATTERY	EFT:	35.85
407967		001992		00	05/01/2020	521-4230-442.52-04	TR# 517 PARTS	EFT:	42.70
							VENDOR TOTAL *	.00	305.16
0004096	00	DESIGN 4 SPORTS							
35100		001995		00	05/01/2020	001-1140-411.52-20	EMPLOYEE AWARD SVC PLAQUE	EFT:	125.89
							VENDOR TOTAL *	.00	125.89
0004946	00	EVERGY							
7011930732 0420002074				00	05/01/2020	531-4320-443.40-05	MONTHLY BILLING	289.73	
							VENDOR TOTAL *	289.73	
0000086	00	GALLS, LLC							
015483830		001996		00	05/01/2020	001-2120-421.53-02	ASP & HANDCUFF COMBO	EFT:	72.45
							VENDOR TOTAL *	.00	72.45
0099999	00	GARNER, BRANDON							
000058763		UT		00	04/24/2020	501-0000-229.00-00	FINAL BILL REFUND	17.86	
							VENDOR TOTAL *	17.86	
0000181	00	GRAINGER							
9511974470		001997		00	05/01/2020	501-4130-441.52-31	DEMAND SEALS	EFT:	408.40
							VENDOR TOTAL *	.00	408.40
0099999	00	HATFIELD-SPENCER, NICHOLAS							
000060357		UT		00	04/24/2020	501-0000-229.00-00	FINAL BILL REFUND	29.85	
							VENDOR TOTAL *	29.85	
0099999	00	HATTERMAN, ERICA							
000060409		UT		00	04/29/2020	501-0000-229.00-00	FINAL BILL REFUND	68.47	
							VENDOR TOTAL *	68.47	
0001703	00	INDEPENDENT ELECTRIC MACHINERY CO							
KC-HSRI1824		001998		00	05/01/2020	501-4120-441.31-15	ANNUAL HOIST INSPECTIONS	EFT:	182.00
							VENDOR TOTAL *	.00	182.00
0004633	00	INTEGRITY LOCATING SERVICES, LLC							
4027		002002		00	05/01/2020	001-3120-431.31-15	LOCATING SERVICES	EFT:	2,069.50
4027		001999		00	05/01/2020	501-4130-441.40-06	LOCATING SERVICES	EFT:	2,069.50
4027		002000		00	05/01/2020	521-4230-442.40-06	LOCATING SERVICES	EFT:	2,069.50
4027		002001		00	05/01/2020	531-4330-443.40-06	LOCATING SERVICES	EFT:	2,069.50
							VENDOR TOTAL *	.00	8,278.00
0004971	00	IQ TOTAL SOURCE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004971	00	IQ TOTAL SOURCE							
OE-14937-1		002075		00	05/01/2020	001-1120-411.52-20	COVID-19 SUPPLIES	EFT:	1,073.40
							VENDOR TOTAL *	.00	1,073.40
0000689	00	JOHNSON COUNTY POLICE CHIEF'S ASSOC							
04232020		002076		00	05/01/2020	001-2110-421.46-02	2020 MEMBERSHIP DUES	125.00	
							VENDOR TOTAL *	125.00	
0002760	00	KA-COMM, INC							
173563		002003		00	05/01/2020	001-2120-421.43-05	REPAIR GUNLOCK #114	EFT:	32.50
173604		PI0166	007188	00	04/10/2020	001-2120-421.61-09	INSTALL EQP-PATROL VEHICL	EFT:	8,155.16
							VENDOR TOTAL *	.00	8,187.66
0000076	00	KONICA MINOLTA BUSINESS SOLUTIONS							
265316800		002077		00	05/01/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	230.00
							VENDOR TOTAL *	.00	230.00
0099999	00	LEWIS, ROSS							
000063157		UT		00	04/28/2020	501-0000-229.00-00	FINAL BILL REFUND	115.38	
							VENDOR TOTAL *	115.38	
0000125	00	MIDWEST PUBLIC RISK- EB CONTRIB							
05012020		002005		00	05/01/2020	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,869.62
05012020		002006		00	05/01/2020	001-1140-411.21-01	MONTHLY BILLING	EFT:	2,298.12
05012020		002007		00	05/01/2020	001-1150-411.21-01	MONTHLY BILLING	EFT:	584.42
05012020		002009		00	05/01/2020	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,704.80
05012020		002010		00	05/01/2020	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,673.98
05012020		002012		00	05/01/2020	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,646.12
05012020		002014		00	05/01/2020	001-2110-421.21-01	MONTHLY BILLING	EFT:	8,837.60
05012020		002015		00	05/01/2020	001-2120-421.21-01	MONTHLY BILLING	EFT:	22,256.18
05012020		002016		00	05/01/2020	001-2130-421.21-01	MONTHLY BILLING	EFT:	584.42
05012020		002017		00	05/01/2020	001-3110-431.21-01	MONTHLY BILLING	EFT:	1,278.38
05012020		002018		00	05/01/2020	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,075.70
05012020		002019		00	05/01/2020	001-3120-431.21-01	MONTHLY BILLING	EFT:	5,290.34
05012020		002020		00	05/01/2020	001-3130-431.21-01	MONTHLY BILLING	EFT:	3,058.38
05012020		002027		00	05/01/2020	001-6105-461.21-01	MONTHLY BILLING	EFT:	5,328.98
05012020		002028		00	05/01/2020	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,898.80
05012020		002029		00	05/01/2020	001-7110-471.21-01	MONTHLY BILLING	EFT:	5,471.30
05012020		002030		00	05/01/2020	001-7120-471.21-01	MONTHLY BILLING	EFT:	4,076.88
05012020		002021		00	05/01/2020	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,797.02
05012020		002022		00	05/01/2020	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,168.42
05012020		002023		00	05/01/2020	501-4130-441.21-01	MONTHLY BILLING	EFT:	9,522.66
05012020		002024		00	05/01/2020	521-4220-442.21-01	MONTHLY BILLING	EFT:	6,398.14
05012020		002025		00	05/01/2020	521-4230-442.21-01	MONTHLY BILLING	EFT:	8,533.46
05012020		002026		00	05/01/2020	531-4320-443.21-01	MONTHLY BILLING	EFT:	5,504.04
05012020		002008		00	05/01/2020	601-1230-412.21-01	MONTHLY BILLING	EFT:	594.62
05012020		002031		00	05/01/2020	601-1230-412.31-15	MONTHLY BILLING	EFT:	1,197.18
05012020		002013		00	05/01/2020	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,542.52
05012020		002011		00	05/01/2020	604-1320-413.21-01	MONTHLY BILLING	EFT:	6,977.00
05012020		002004		00	05/01/2020	721-0000-202.03-08	MONTHLY BILLING	EFT:	25,184.26

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000125	00	MIDWEST PUBLIC RISK- EB CONTRIB							
							VENDOR TOTAL *	.00	155,353.34
0000130	00	MOBILFONE							
6093197		002078		00	05/01/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	132.77
							VENDOR TOTAL *	.00	132.77
0099999	00	NICOLE PEMBERTON							
2002820.002		001961		00	05/01/2020	001-0000-347.01-00	2 SOFTBALL REFUNDS	180.00	
							VENDOR TOTAL *	180.00	
0000142	00	OLATHE WINWATER WORKS							
148836 00		002032		00	05/01/2020	521-4230-442.52-12	LINE MAINT. WTR SPLIT LUG	EFT:	238.00
							VENDOR TOTAL *	.00	238.00
0000393	00	OLSSON, INC.							
355134		PI0169	007285	00	04/23/2020	001-3130-431.31-10	TRAFFIC REVIEW	EFT:	2,245.87
355135		PI0168	007264	00	04/23/2020	130-3130-431.62-19	PUBLIC IMPROVEMENT	EFT:	611.82
							VENDOR TOTAL *	.00	2,857.69
0002020	00	PACE ANALYTICAL SERVICES, INC							
2060103942		002079		00	05/01/2020	531-4320-443.31-15	POLLUTANT SCAN	EFT:	861.00
							VENDOR TOTAL *	.00	861.00
0000149	00	PRAXAIR DISTRIBUTION INC							
96154209		002080		00	05/01/2020	001-3116-431.44-02	CYLINDER RENTAL	EFT:	43.45
							VENDOR TOTAL *	.00	43.45
0099999	00	PRIEB HOMES INC							
000028239		UT		00	04/29/2020	501-0000-229.00-00	FINAL BILL REFUND	7.05	
							VENDOR TOTAL *	7.05	
0004072	00	PROFESSIONAL ENGINEERING CONSULTANT							
522094		PI0167	007240	00	04/24/2020	551-4540-445.62-10	SANITARY SEWER EXTENSION	EFT:	15,690.20
							VENDOR TOTAL *	.00	15,690.20
0003110	00	REJIS COMMISSION							
436782		002033		00	05/01/2020	001-2110-421.31-15	REJIS TRANSACTIONS	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0099999	00	RUTLEDGE, GRADY							
000061799		UT		00	04/28/2020	501-0000-229.00-00	FINAL BILL REFUND	50.22	
							VENDOR TOTAL *	50.22	
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8							
7737-0		002034		00	05/01/2020	501-4120-441.43-01	PAINT FOR SUBSTATION	EFT:	314.14
2712-0		002035		00	05/01/2020	501-4120-441.43-01	PAINT FOR SUBSTATIONS	EFT:	323.98
2950-6		002036		00	05/01/2020	501-4120-441.43-01	PAINT ROLLER-SUBSTATION	EFT:	21.05
							VENDOR TOTAL *	.00	659.17
0000456	00	SMITH & LOVELESS, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000456	00	SMITH & LOVELESS, INC.							
144026		002037		00	05/01/2020	531-4320-443.52-12	VALVE	EFT:	448.30
							VENDOR TOTAL *	.00	448.30
0099999	00	SPECTRUM HOMES							
000063495		UT		00	04/29/2020	501-0000-229.00-00	FINAL BILL REFUND	457.87	
							VENDOR TOTAL *	457.87	
0000169	00	STANDARD INSURANCE CO.							
639496-4/2020		002081		00	05/01/2020	001-1120-411.21-02	MONTHLY BILLING	18.60	
639496-4/2020		002082		00	05/01/2020	001-1140-411.21-02	MONTHLY BILLING	11.63	
639496-4/2020		002083		00	05/01/2020	001-1150-411.21-02	MONTHLY BILLING	4.65	
639496-4/2020		002085		00	05/01/2020	001-1305-413.21-02	MONTHLY BILLING	9.30	
639496-4/2020		002086		00	05/01/2020	001-1310-413.21-02	MONTHLY BILLING	21.63	
639496-4/2020		002088		00	05/01/2020	001-1330-413.21-02	MONTHLY BILLING	13.95	
639496-4/2020		002090		00	05/01/2020	001-2110-421.21-02	MONTHLY BILLING	32.55	
639496-4/2020		002091		00	05/01/2020	001-2120-421.21-02	MONTHLY BILLING	134.85	
639496-4/2020		002092		00	05/01/2020	001-2130-421.21-02	MONTHLY BILLING	4.65	
639496-4/2020		002093		00	05/01/2020	001-3110-431.21-02	MONTHLY BILLING	9.30	
639496-4/2020		002094		00	05/01/2020	001-3116-431.21-02	MONTHLY BILLING	4.65	
639496-4/2020		002095		00	05/01/2020	001-3120-431.21-02	MONTHLY BILLING	27.90	
639496-4/2020		002096		00	05/01/2020	001-3130-431.21-02	MONTHLY BILLING	18.60	
639496-4/2020		002104		00	05/01/2020	001-6105-461.21-02	MONTHLY BILLING	32.55	
639496-4/2020		002105		00	05/01/2020	001-6120-461.21-02	MONTHLY BILLING	27.90	
639496-4/2020		002106		00	05/01/2020	001-7110-471.21-02	MONTHLY BILLING	20.93	
639496-4/2020		002107		00	05/01/2020	001-7120-471.21-02	MONTHLY BILLING	12.33	
639496-4/2020		002098		00	05/01/2020	501-4110-441.21-02	MONTHLY BILLING	18.60	
639496-4/2020		002099		00	05/01/2020	501-4120-441.21-02	MONTHLY BILLING	18.60	
639496-4/2020		002100		00	05/01/2020	501-4130-441.21-02	MONTHLY BILLING	41.85	
639496-4/2020		002101		00	05/01/2020	521-4220-442.21-02	MONTHLY BILLING	27.90	
639496-4/2020		002102		00	05/01/2020	521-4230-442.21-02	MONTHLY BILLING	41.85	
639496-4/2020		002103		00	05/01/2020	531-4320-443.21-02	MONTHLY BILLING	27.90	
639496-4/2020		002084		00	05/01/2020	601-1230-412.21-02	MONTHLY BILLING	4.65	
639496-4/2020		002089		00	05/01/2020	602-1340-413.21-02	MONTHLY BILLING	13.95	
639496-4/2020		002097		00	05/01/2020	603-3150-431.21-02	MONTHLY BILLING	4.65	
639496-4/2020		002087		00	05/01/2020	604-1320-413.21-02	MONTHLY BILLING	41.85	
639496-4/2020		002108		00	05/01/2020	721-0000-202.03-06	MONTHLY BILLING	79.92	
							VENDOR TOTAL *	727.69	
0004303	00	STAT PADS, LLC							
1164589		002038		00	05/01/2020	501-4130-441.31-15	ANNUAL RENEWAL	EFT:	175.00
							VENDOR TOTAL *	.00	175.00
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0004785	00	SUMNERONE, INC							
2506326		002039		00	05/01/2020	501-4110-441.43-02	MONTHLY BILLING	EFT:	37.52
2507371		002040		00	05/01/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	373.76

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004785	00	SUMNERONE, INC							
							VENDOR TOTAL *	.00	411.28
0004482	00	SUPERION, LLC							
276740		PI0171	007308	00	04/15/2020	602-1340-413.47-05	ASP FEE 5/1/20-5/31/20	EFT:	7,441.15
							VENDOR TOTAL *	.00	7,441.15
0000176	00	TIME WARNER CABLE							
25113602042020		002109		00	05/01/2020	602-1340-413.47-05	MONTHLY BILLING	119.99	
							VENDOR TOTAL *	119.99	
0000105	00	TYLER TECHNOLOGIES, INC							
025-293607		002041		00	05/01/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	2,750.00
025-293986		002042		00	05/01/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	2,950.00
0099999	00	WARD, MARISA							
000063517		UT		00	04/28/2020	501-0000-229.00-00	FINAL BILL REFUND	32.55	
							VENDOR TOTAL *	32.55	
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
20-1297		PI0164	007227	00	03/31/2020	001-3130-431.31-10	STORM WATER ON CALL	EFT:	1,462.50
							VENDOR TOTAL *	.00	1,462.50
0003221	00	WEX BANK							
64960049		002050		00	05/01/2020	001-2110-421.52-09	FUEL	EFT:	179.88
64960049		002051		00	05/01/2020	001-2120-421.52-09	FUEL	EFT:	3,377.27
64960049		002052		00	05/01/2020	001-2130-421.52-09	FUEL	EFT:	99.91
64960049		002056		00	05/01/2020	001-3116-431.52-09	FUEL	EFT:	21.26
64960049		002057		00	05/01/2020	001-3120-431.52-09	FUEL	EFT:	1,029.36
64960049		002054		00	05/01/2020	001-3130-431.52-09	FUEL	EFT:	114.66
64960049		002058		00	05/01/2020	001-6120-461.52-09	FUEL	EFT:	1,014.64
64960049		002053		00	05/01/2020	001-7120-471.52-09	FUEL	EFT:	228.37
64806196		002043		00	05/01/2020	501-4120-441.52-09	FUEL	EFT:	75.72
64806196		002044		00	05/01/2020	501-4130-441.52-09	FUEL	EFT:	1,340.65
64806196		002045		00	05/01/2020	521-4220-442.52-09	FUEL	EFT:	220.18
64806196		002048		00	05/01/2020	521-4230-442.52-09	FUEL	EFT:	566.73
64806196		002046		00	05/01/2020	531-4320-443.52-09	FUEL	EFT:	469.26
64806196		002047		00	05/01/2020	531-4330-443.52-09	FUEL	EFT:	353.38
64960049		002055		00	05/01/2020	603-3150-431.52-09	FUEL	EFT:	69.86
64960049		002049		00	05/01/2020	604-1320-413.52-09	FUEL	EFT:	328.62
							VENDOR TOTAL *	.00	9,489.75
							EFT/EPAY TOTAL ***		242,442.54
							TOTAL EXPENDITURES ****	2,871.51	242,442.54
							GRAND TOTAL **********		245,314.05

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED							
8092062		002111		00	05/08/2020	001-1150-411.31-15	OFF-SITE STORAGE	1,330.44	
							VENDOR TOTAL *	1,330.44	
0004463	00	ALERT RADAR							
15714		002155		00	05/08/2020	001-2110-421.43-02	RADAR CERTIFICATIONS	EFT:	520.00
							VENDOR TOTAL *	.00	520.00
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
67859		002112		00	05/08/2020	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	774.72
							VENDOR TOTAL *	.00	774.72
0003525	00	ALLEN, GIBBS & HOULIK LC							
933349		PI0179	007309	00	04/24/2020	001-1305-413.31-01	2019 AUDIT SERVICES	EFT:	17,885.00
							VENDOR TOTAL *	.00	17,885.00
0000566	00	AMERICAN TOPSOIL, INC.							
135629		002113		00	05/08/2020	521-4230-442.52-12	DIRT	EFT:	96.00
135629		002114		00	05/08/2020	531-4330-443.52-12	DIRT	EFT:	96.00
							VENDOR TOTAL *	.00	192.00
0000607	00	AMERICAN WATER WORKS ASSOC							
7001782848		002115		00	05/08/2020	521-4220-442.46-02	ANNUAL MEMBERSHIP DUES	EFT:	75.00
							VENDOR TOTAL *	.00	75.00
0001674	00	AQUIONICS, INC							
49204-IN		PI0173	007306	00	03/12/2020	531-4320-443.52-12	UV SYSTEM SUPPLIE WWTP	EFT:	4,637.85
							VENDOR TOTAL *	.00	4,637.85
0000250	00	ASPHALT SALES COMPANY							
143294		002116		00	05/08/2020	117-3120-431.43-11	ASPHALT	EFT:	588.03
143316		002117		00	05/08/2020	117-3120-431.43-11	ASPHALT	EFT:	839.04
143329		002118		00	05/08/2020	117-3120-431.43-11	ASPHALT	EFT:	1,189.49
							VENDOR TOTAL *	.00	2,616.56
0099999	00	BERGEN, BARBARA							
000063989		UT		00	05/06/2020	501-0000-229.00-00	FINAL BILL REFUND	69.93	
							VENDOR TOTAL *	69.93	
0099999	00	BISHOP, KIMBERLY							
000041829		UT		00	05/07/2020	501-0000-229.00-00	MANUAL CHECK	32.00	
							VENDOR TOTAL *	32.00	
0004478	00	BLUEPEARL KANSAS LLC							
349911		002156		00	05/08/2020	001-2120-421.52-20	SURGERY - ZEUS	3,770.51	
							VENDOR TOTAL *	3,770.51	
0000030	00	BOARD OF POLICE COMMISSIONERS							
10554		002157		00	05/08/2020	001-2110-421.31-15	ETAC SUBSCRIPTION FEES	EFT:	1,450.00
10554		002158		00	05/08/2020	001-2120-421.52-20	ETAC SUBSCRIPTION FEES	EFT:	1,050.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000030	00	BOARD OF POLICE COMMISSIONERS							
							VENDOR TOTAL *	.00	2,500.00
0099999	00	BOWMAN, CONNIE							
000039505		UT		00	05/05/2020	501-0000-229.00-00	FINAL BILL REFUND	12.65	
							VENDOR TOTAL *	12.65	
0099999	00	BRAMAN , MEGAN & MATTHEW							
000035909		UT		00	05/05/2020	501-0000-229.00-00	FINAL BILL REFUND	353.18	
							VENDOR TOTAL *	353.18	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS562057		PI0175	006998	00	04/15/2020	521-4220-442.52-13	POLYMER	EFT:	16.80
BMS572747		PI0177	007234	00	04/29/2020	521-4220-442.52-13	WATER SYSTEM SUPPLIES	EFT:	2,486.25
BMS562057		PI0178	007247	00	04/15/2020	521-4220-442.52-13	POLYMER	EFT:	924.00
							VENDOR TOTAL *	.00	3,427.05
0004724	00	CATERPILLAR FINANCIAL COMMERICAL							
04202020		002182		00	05/08/2020	501-4130-441.44-02	SKID STEER POWER BOX	215.89	
							VENDOR TOTAL *	215.89	
0000001	00	CENTURYLINK							
314105759	0420	002119		00	05/08/2020	521-4220-442.40-03	MONTHLY BILLING	52.00	
							VENDOR TOTAL *	52.00	
0004117	00	CENTURYLINK BUSINESS SERVICES							
1490545396		002183		00	05/08/2020	602-1340-413.40-03	MONTHLY BILLING	1,365.31	
							VENDOR TOTAL *	1,365.31	
0002321	00	CES							
OLA/051164		002184		00	05/08/2020	501-4120-441.43-01	LED LIGHT	EFT:	142.86
							VENDOR TOTAL *	.00	142.86
0001599	00	CLAY & BAILEY MFG CO							
323774		PI0172	007305	00	01/09/2020	531-4340-443.63-17	MANHOLE REPAIRS	EFT:	9,705.95
							VENDOR TOTAL *	.00	9,705.95
0002621	00	CLAYCO ELECTRIC CO, INC.							
47025		002120		00	05/08/2020	521-4220-442.43-02	NEW DISCONNECT AT INTAKE	EFT:	3,362.50
							VENDOR TOTAL *	.00	3,362.50
0004817	00	CONVERGEONE, INC							
IE9053503		PI0181	007310	00	04/30/2020	602-1340-413.47-05	SMART NET RENEWAL	EFT:	11,647.80
							VENDOR TOTAL *	.00	11,647.80
0099999	00	CROSS, DOUGLAS							
000050905		UT		00	05/07/2020	501-0000-229.00-00	MANUAL CHECK	3.72	
							VENDOR TOTAL *	3.72	
0000190	00	DOUGLAS PUMP SERVICE, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000190	00	DOUGLAS PUMP SERVICE, INC.							
9678-00		002121		00	05/08/2020	531-4320-443.52-12	MOTOR FOR PUMP	EFT:	865.00
							VENDOR TOTAL *	.00	865.00
0099999	00	EN VEST LLC							
000061717		UT		00	05/07/2020	501-0000-229.00-00	MANUAL CHECK	5.54	
							VENDOR TOTAL *	5.54	
0004946	00	EVERGY							
4469208877		0420002122		00	05/08/2020	521-4220-442.40-05	MONTHLY BILLING	100.90	
2424383255		0520002185		00	05/08/2020	521-4220-442.40-05	MONTHLY BILLING	11,451.72	
9279570154		0520002186		00	05/08/2020	521-4220-442.40-05	MONTHLY BILLING	6,723.92	
6466308678		0420002123		00	05/08/2020	531-4320-443.40-05	MONTHLY BILLING	280.79	
							VENDOR TOTAL *	18,557.33	
0099999	00	FRALEY, CONNIE							
000059203		UT		00	05/07/2020	501-0000-229.00-00	MANUAL CHECK	94.70	
							VENDOR TOTAL *	94.70	
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
05012020		002187		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
05012020		002188		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
05012020		002189		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
05012020		002190		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
05012020		002191		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
05012020		002192		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
05012020		002193		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
05012020		002194		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
05012020		002195		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
05012020		002196		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
05012020		002197		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
05012020		002198		00	05/08/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	431.00
0000996	00	GRASS PAD, INC							
146758		002159		00	05/08/2020	521-4230-442.52-12	SOD FOR YARD RESTORATION	193.86	
							VENDOR TOTAL *	193.86	
0000285	00	HARRISON MACHINE SHOP & WELDING INC							
41090		002124		00	05/08/2020	521-4230-442.43-05	TRUCK REPAIR - TR# 517	EFT:	240.00
							VENDOR TOTAL *	.00	240.00
0003739	00	HAWKINS, INC.							
4704441		002125		00	05/08/2020	531-4320-443.52-13	55LB BAGS	EFT:	1,904.09
							VENDOR TOTAL *	.00	1,904.09
0004434	00	HEARTLAND LAKE MANAGEMENT							
2695		002126		00	05/08/2020	521-4220-442.31-15	GARDNER LAKE MGMT SPRAY	EFT:	3,135.00
							VENDOR TOTAL *	.00	3,135.00
0099999	00	HOGG, FLORENCE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	HOGG, FLORENCE							
000045485		UT		00	05/06/2020	501-0000-229.00-00	FINAL BILL REFUND	55.10	
							VENDOR TOTAL *	55.10	
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500103597		002165		00	05/08/2020	001-3120-431.47-38	SPOILS	EFT:	71.50
1500105810		002127		00	05/08/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	71.50
1500105812		002128		00	05/08/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	71.50
1500102781		002162		00	05/08/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	214.50
1500102775		002160		00	05/08/2020	521-4230-442.52-12	AXEL TRUCK	EFT:	429.00
1500103596		002163		00	05/08/2020	521-4230-442.52-12	AXEL TRUCK	EFT:	250.25
1500102775		002161		00	05/08/2020	531-4330-443.52-12	AXEL TRUCK	EFT:	429.00
1500103596		002164		00	05/08/2020	531-4330-443.52-12	AXEL TRUCK	EFT:	250.25
							VENDOR TOTAL *	.00	1,787.50
0099999	00	HUANG, HAOSHEN							
000063885		UT		00	05/05/2020	501-0000-229.00-00	FINAL BILL REFUND	57.97	
							VENDOR TOTAL *	57.97	
0001536	00	ICE-MASTERS, LLC							
00164823		002199		00	05/08/2020	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
							VENDOR TOTAL *	.00	83.00
0000102	00	ICMA RETIREMENT TRUST - 457							
328341		002175		00	05/08/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,018.87
							VENDOR TOTAL *	.00	8,018.87
0099999	00	IMEL, WILLIAM							
000055339		UT		00	05/01/2020	501-0000-229.00-00	MANUAL CHECK	51.00	
							VENDOR TOTAL *	51.00	
0004845	00	INCIDENT RESPONSE TECHNOLOGIES, INC							
1844475		002166		00	05/08/2020	001-2110-421.31-15	ANNUAL USER FEE - 2020	EFT:	4,410.00
							VENDOR TOTAL *	.00	4,410.00
0004971	00	IQ TOTAL SOURCE							
OE-14922-1-ADJ		PI0183	007312	00	04/27/2020	001-1120-411.52-20	DISPOSABLE FACE MASKS	EFT:	18,000.00
							VENDOR TOTAL *	.00	18,000.00
0002760	00	KA-COMM, INC							
173731		002129		00	05/08/2020	001-2120-421.43-05	REMOVE SPOTLIGHT #101	EFT:	69.25
							VENDOR TOTAL *	.00	69.25
0002671	00	KANSAS GAS SERVICE							
105888591	0420	002167		00	05/08/2020	001-2110-421.40-04	MONTHLY BILLING	67.95	
105962227	0420	002130		00	05/08/2020	001-6120-461.40-04	SHOP GAS	130.89	
161419073	0420	002131		00	05/08/2020	501-4130-441.40-04	MONTHLY BILLING	306.81	
							VENDOR TOTAL *	505.65	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
40247		002135		00	05/08/2020	001-3120-431.31-15	STORMWATER LOCATING SVC	EFT:	143.40
40247		002132		00	05/08/2020	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	143.40
40251		002137		00	05/08/2020	501-4130-441.40-06	LOCATES	EFT:	19.20
40247		002133		00	05/08/2020	521-4230-442.40-06	WATERLINE LOCATING SVC	EFT:	143.40
40249		002136		00	05/08/2020	531-4320-443.31-15	LOCATES	EFT:	20.40
40247		002134		00	05/08/2020	531-4330-443.40-06	SEWERLINE LOCATING SVC	EFT:	143.40
							VENDOR TOTAL *	.00	613.20
0001426	00	KELLER FIRE & SAFETY							
5312370		PI0182	007311	00	04/09/2020	501-4140-441.61-03	CO2 FIRE PROTECT. PROJECT	EFT:	53,317.39
							VENDOR TOTAL *	.00	53,317.39
0000783	00	KINCAID READY MIX							
200017		002138		00	05/08/2020	521-4230-442.52-12	CEMENT	EFT:	400.40
200017		002139		00	05/08/2020	531-4330-443.52-12	CEMENT	EFT:	400.41
							VENDOR TOTAL *	.00	800.81
0002489	00	KPERS							
1541189		002176		00	05/08/2020	721-0000-202.03-01	050720 PAY PERIOD	CHECK #: 112	39,640.59
							VENDOR TOTAL *	.00	39,640.59
0003568	00	KPERS RETIREMENT							
1541193		002177		00	05/08/2020	721-0000-202.03-03	050720 PAY PERIOD	CHECK #: 118	1,560.67
							VENDOR TOTAL *	.00	1,560.67
0002490	00	KPF							
1541196		002178		00	05/08/2020	721-0000-202.03-02	050720 PAY PERIOD	CHECK #: 113	23,967.06
							VENDOR TOTAL *	.00	23,967.06
0099999	00	LAMMON, JUSTIN							
000062995		UT		00	05/05/2020	501-0000-229.00-00	FINAL BILL REFUND	39.46	
							VENDOR TOTAL *	39.46	
0004949	00	LEGAL RECORD, THE							
L85680		002140		00	05/08/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
L85681		002141		00	05/08/2020	001-1150-411.47-01	ORD SUMMARY	5.90	
							VENDOR TOTAL *	9.83	
0099999	00	LILJA PROPERTIES LLC							
000045399		UT		00	05/07/2020	501-0000-229.00-00	MANUAL CHECK	30.80	
							VENDOR TOTAL *	30.80	
0000233	00	MAXIMUM LAWN CARE							
14908		PI0180	007297	00	05/04/2020	001-3120-431.31-15	BUSH HOG MOWING	EFT:	1,430.00
							VENDOR TOTAL *	.00	1,430.00
0000294	00	MISC. TAX SECTION, KS DEPT OF REVEN							
JAN-FEB-MAR '20		002200		00	05/08/2020	521-4210-442.49-01	2020 Q1 CLEAN WATER FEE	10,925.39	
							VENDOR TOTAL *	10,925.39	
0000130	00	MOBILFONE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000130	00	MOBILFONE							
6093020		002146		00	05/08/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	8.24
6093020		002144		00	05/08/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	36.32
6093020		002142		00	05/08/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	4.12
6093020		002145		00	05/08/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	49.76
6093020		002143		00	05/08/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	4.12
							VENDOR TOTAL *	.00	102.56
0004589	00	NEXTPAGE, INC.							
46908		002168		00	05/08/2020	001-1120-411.47-02	SPRING NEWSLETTER	EFT:	1,895.00
							VENDOR TOTAL *	.00	1,895.00
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-153041		002202		00	05/08/2020	501-4120-441.43-05	BUSHING FOR TR# 409	EFT:	21.88
0354-152614		002201		00	05/08/2020	501-4130-441.52-12	SPRAY UNDER COATING-SHOP	EFT:	7.65
0354-155057		002203		00	05/08/2020	501-4130-441.52-12	WIRE LOOM - SHOP STOCK	EFT:	38.86
0354-155062		002204		00	05/08/2020	501-4130-441.52-02	WIRE LOOM TOOL-SHOP STOCK	EFT:	8.37
0354-155101		002205		00	05/08/2020	501-4130-441.52-02	RETURN FOR CREDIT	EFT:	8.37-
							VENDOR TOTAL *	.00	68.39
0000142	00	OLATHE WINWATER WORKS							
148830	00	002147		00	05/08/2020	521-4230-442.52-12	SPLIT PVC	EFT:	896.76
							VENDOR TOTAL *	.00	896.76
0001569	00	PAYCOR, INC							
9659741		002179		00	05/08/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	534.88
							VENDOR TOTAL *	.00	534.88
0099999	00	PRIMUS COMPANIES INC							
000062673		UT		00	05/07/2020	501-0000-229.00-00	MANUAL CHECK	18.17	
							VENDOR TOTAL *	18.17	
0000398	00	REEVES-WIEDEMAN CO.							
5563509		002148		00	05/08/2020	521-4230-442.52-02	CUTTER WHEELS #517	EFT:	94.74
							VENDOR TOTAL *	.00	94.74
0004972	00	RICHARDSON, ANGIE							
05052020		002169		00	05/08/2020	521-4240-442.61-03	EASEMENT	3,500.00	
							VENDOR TOTAL *	3,500.00	
0003305	00	RICOH USA INC							
5059398903		002206		00	05/08/2020	602-1340-413.43-02	MONTHLY BILLING	224.80	
							VENDOR TOTAL *	224.80	
0099999	00	RILEY, ANTHONY							
000061959		UT		00	05/05/2020	501-0000-229.00-00	FINAL BILL REFUND	135.35	
							VENDOR TOTAL *	135.35	
0004974	00	RODGERS, DENNIS							
05052020		002170		00	05/08/2020	521-4240-442.61-03	EASEMENT	2,200.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004974	00	RODGERS, DENNIS							
							VENDOR TOTAL *	2,200.00	
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							
29349		002171		00	05/08/2020	531-4340-443.62-10	SEWER INTERCEPTOR	EFT:	4,946.18
							VENDOR TOTAL *	.00	4,946.18
0001566	00	STAPLES BUSINESS ADVANTAGE							
8058175902		002172		00	05/08/2020	001-2110-421.52-20	DVD'S	EFT:	139.77
							VENDOR TOTAL *	.00	139.77
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0004785	00	SUMNERONE, INC							
2520458		002207		00	05/08/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	396.82
							VENDOR TOTAL *	.00	396.82
0004482	00	SUPERION, LLC							
269135		002209		00	05/08/2020	501-4140-441.63-73	MONTHLY BILLING	EFT:	960.00
275452		002208		00	05/08/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,750.00
							VENDOR TOTAL *	.00	2,710.00
0000174	00	TAPCO PRODUCTS CO.							
65085		002149		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
66000		002150		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
66931		002151		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
67871		002152		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
66003		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90
67874		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90
66004		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
67875		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
66009		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
67883		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
66010		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
67882		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
65072		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
66916		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
65086		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
66001		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
68932		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
67873		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
65083		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
65978		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
66928		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
67849		002153		00	05/08/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	98.17
							VENDOR TOTAL *	.00	588.29
0000839	00	TRAINING@YOURPLACE, LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000839	00	TRAINING@YOURPLACE, LLC							
11477		002153		00	05/08/2020	602-1340-413.47-05	LICENSE RENEWAL 2020	EFT:	100.00
							VENDOR TOTAL *	.00	100.00
0002969	00	TREKK DESIGN GROUP LLC							
20-000315		PI0174	006842	00	04/24/2020	531-4310-443.31-15	I&I STUDY & ANALYSIS	24,851.35	
							VENDOR TOTAL *	24,851.35	
0002811	00	UNITED STATES POSTAL SERVICE							
11721223		002180		00	05/08/2020	001-1120-411.47-04	2020 NEWSLETTER	CHECK #: 114	1,532.36
							VENDOR TOTAL *	.00	1,532.36
0001298	00	UPS STORE #5784							
14990		002210		00	05/08/2020	501-4130-441.47-04	SHIPPING	16.42	
							VENDOR TOTAL *	16.42	
0000366	00	WARDROBE CLEANERS INC.							
05022020		002173		00	05/08/2020	001-2120-421.42-02	DRY CLEANING	440.00	
							VENDOR TOTAL *	440.00	
0004226	00	WATCHMEN SECURITY SERVICES							
45744		002153		00	05/08/2020	501-4120-441.31-15	VIDEO ALARM MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
20-1308		PI0176	007227	00	04/30/2020	001-3130-431.31-10	STORM WATER ON CALL	EFT:	225.00
							VENDOR TOTAL *	.00	225.00
							HAND ISSUED TOTAL ***		75,254.43
							EFT/EPAY TOTAL ***		156,257.03
							TOTAL EXPENDITURES ****	69,118.35	231,511.46
							GRAND TOTAL **********		300,629.81

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003884	00	ACTIVE NETWORK, LLC.							
AN654793		002212		00	05/08/2020	001-0000-347.01-00	SOCCER REFUNDS	EFT:	48,388.00
AN654793		002213		00	05/08/2020	001-0000-228.40-00	SOCCER REFUNDS	EFT:	280.00
AN654793		002213		00	05/08/2020	001-0000-341.11-00	SOCCER REFUNDS	EFT:	245.00
AN654793		002213		00	05/08/2020	001-0000-347.02-00	SOCCER REFUNDS	EFT:	560.00
							VENDOR TOTAL *	.00	49,473.00
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
							EFT/EPAY TOTAL ***		48,627.00
							TOTAL EXPENDITURES ****	.00	48,627.00
							GRAND TOTAL **********		48,627.00

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO.3

MEETING DATE: MAY 18, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider approving an Airport Planning Agreement between the Kansas Department of Transportation and the City of Gardner

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends accepting and authorizing the agreement between KDOT and the City of Gardner to develop a business development and economic plan for the Gardner Municipal Airport and approve the expenditure of $4,000 of matching funds from the City's Airport Fund as detailed in the agreement.

Background/Description of Item:
In September of 2019, the City of Gardner applied for grant funds from KDOT's Kansas Airport Improvement Program (KAIP) to develop a business and economic plan.

The objective of the project is to complete a full assessment of the current airport and create a development and business/economic plan. The plan will act as a tool for the airport manager and policy makers to make informed, prudent business decisions related to the operation and management of the airport. One of the primary objectives of the project is to determine the needs, use, costs, and benefits of the terminal building reconstruction.

This plan will ensure that the airport sponsor is a good steward of the airport's assets. The FAA requires that, as a National Plan of Integrated Airport Systems Airport (NPIAS), an airport be as financially self-sustaining as possible given the circumstances that exist at the airport.

KDOT has awarded funds for the business development and economic plan at the airport.
KDOT will reimburse the City ninety-five percent (95%) of the total actual costs of the plan up to $76,000.00

Financial Impact:
Funds for the projects will come from:
KDOT- $76,000
City of Gardner Airport Fund- $4,000.00

Attachments Included:
- Application Narrative
- Award Letter from KDOT
- Grant Agreement

Suggested Motion:
Accept the agreement between KDOT and the City of Gardner to develop a business development and economic plan for the Gardner Municipal Airport and approve the expenditure of $4,000 of matching funds from the City's Airport Fund as detailed in the agreement,
and authorize the City Administrator to sign the agreement.

Kansas Airport Improvement Program (KAIP)

Grant Application Narrative

Applicant/Sponsor: The City of Gardner

Airport Identifier: K34

Project Description: Airport Development and Economic Plan

The objective of the project is to complete a full assessment of the current airport and create a development and business/economic plan. The plan will act as a tool for the airport manager and policy makers to make informed, prudent business decisions related to the operation and management of the airport. One of the primary objectives of the project is to determine the needs, use, costs, and benefits of the terminal building reconstruction.

This plan will ensure that the airport sponsor is a good steward of the airport's assets. The FAA requires that, as a National Plan of Integrated Airport Systems Airport (NPIAS), an airport be as financially self-sustaining as possible given the circumstances that exist at the airport.

Proposed Planning Activities: In development of the plan, the airport sponsor will work with consultants, the Gardner Municipal Airport Advisory Board, local officials, FAA and KDOT officials, and other stakeholders to review:

- Airport Market and Customer Segment
- Competition Overview
- Industry Overview
- Fuel System and Sales, other aviation products, services, and facilities
- Considerations for a Fixed Base Operator (FBO)
- Flight School Usage
- Club Usage
- Events
- Hangar Utilization and Rates
- Privatization
- Business Plan and Airport Layout Plan correlation
- Budgetary Considerations
- Organization and Operations
- Marketing Plan
- Develop Terminal Building Replacement Concepts, Cost Estimates, and Benefits

Background:

The airport is currently working with the Gardner Municipal Airport Advisory Board, FAA, and its' consultant to finalize an updated Airport Layout Plan (ALP). This plan, and its' companion report, provides an overview of the airport land, runway, safety areas and associated land requirements. The report includes general capital improvement program projects and financing options. However, a detailed Airport Development and Economic Plan is beyond the scope of the ALP update. The ALP alone cannot be used to make necessary decisions regarding airport improvements, especially in regards to the existing terminal buildings and airport hangars, which are not currently eligible for non-primary entitlement funding. A comprehensive development and economic plan is vital for future success.

Existing Terminal Buildings:

The Terminal building consists of three connected buildings, each offering different services to pilots and passengers;

> **The Maintenance Building**, Originally built by the Navy in 1941. The building is beyond its useful life and is recommended for replacement.
>
> **The lobby and office space**, a lean-to structure, consisting of office space and meeting room. Is aging, has significant water intrusion, mostly unoccupied, and is recommended for replacement.
>
> **The Flight school,** a metal building, consisting of office and lobby spaces. Currently is unoccupied, and is recommended for replacement.

It has been more than 20 years since an FBO was located at the Gardner Municipal Airport. The Airport Development and Economic Plan should address usage of the future Terminal Reconstruction, including facility modernization, flight planning areas, rest areas, meeting areas, meetings, and events.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Secretary of Transportation
Robert W. Brock, Director

Kansas
Department of Transportation
Division of Aviation

Phone: 785-296-2553
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

February 3, 2020

Mr. Michael Kramer
Gardner Municipal Airport
120 E. Main Street
Gardner, KS 66030

RE: KDOT Grant Offer – Project Number AV-2021-22

Dear Mr. Kramer,

Congratulations, you have been approved for FY 2021 Kansas Airport Improvement Program (KAIP) funding to assist you in your project to develop a business development and economic plan.

To complete this process, I have included the following documents for your action:

1. Grant Payee Information sheet (please complete)
2. Airport Project Agreement specific to your project (two copies, review and sign both)

I would also like to call to your attention that KDOT now requires you to return the signed agreements within 120 days of the date on this letter. This grant offer will expire on June 3rd, 2020. This grant is for the state fiscal year 2021. No work will be reimbursed that begins before the start of FY 2021, which begins July 1, 2020.

Please ensure proper coordination with the FAA prior to starting this project. Such work may include but is not limited to updating of ALPs, filing construction reports such as 7460 or 7480, or environmental or obstacle determinations.

An original copy of the signed agreement will be returned to you upon completion.

If you have questions or concerns, please don't hesitate to contact us directly at (785) 296-2553. We look forward to working with you for the growth of Kansas aviation.

Sincerely,

Robert W. Brock
Director

AIRPORT DESIGN AND PLANNING AGREEMENT

This Agreement is between the **Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **CITY OF GARDNER, KANSAS** (the "Recipient"), **collectively**, the "Parties."

RECITALS:

A. The Airport has applied for and the Secretary has approved an Airport design and planning project to: **develop business and economic plans for the Gardner Municipal Airport**.

B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.

C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the design and planning of the Airport.

D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:
As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Airport"** means Gardner Municipal Airport, located at 280 Gardner Drive, Gardner, Kansas 66031.

3. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

4. **"Expiration Date"** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.

5. **"KAIP"** means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.

6. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

7. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

8. **"Participating Costs"** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.

9. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

10. **"Project"** means all phases and aspects of the endeavor to be undertaken by the Recipient, being as follows: develop business and economic plans, and is the subject of this Agreement.

11. **"Recipient"** means the City of Gardner, Kansas, with its place of business at 120 E Main Street, Gardner, Kansas 66030.

12. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Recipient ninety-five percent (95%) of the total planning costs, but not to exceed $76,000.00 for the Project. The Secretary shall not be responsible for the total actual Project planning costs that exceed $76,000.00. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was completed.

3. **Verification of Project Start** – The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE III

RECIPIENT RESPONSIBILITIES:

1. **Project Administration.** The Recipient agrees to undertake the Project, which entails an airport planning study that that produces a tangible document that assists the Recipient in the consideration of factors typically examined in an airport layout plan.

2. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever

arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

3. **Financial Obligation.** In accordance with KAIP guidelines, the Recipient will be responsible for five percent (5%) of the total actual planning costs, up to $80,000.00, which is the estimated total actual planning costs for the Project. The Recipient agrees to be responsible for one hundred percent (100%) of the total actual planning costs that exceed $80,000.00 for the Project. The Recipient agrees the total estimated local share costs associated with the Project is $4,000.00. The Recipient shall also pay for any Non-Participating Costs incurred for the Project.

4. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

5. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

7. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

GENERAL PROVISIONS:

1. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

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

RECIPIENT

By: _____
Name: _____
Title: _____

KANSAS DEPARTMENT OF TRANSPORTATION

_____
Julie L. Lorenz, (date)
Secretary of Transportation

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

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

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

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

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

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

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

ASSURANCE APPENDIX E

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

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

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO.4

MEETING DATE: MAY 18, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider approving an Airport Design and Planning Agreement between the Kansas Department of Transportation and the City of Gardner

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends accepting and authorizing an agreement between KDOT and the City of Gardner to design a new campus plan for the Gardner Municipal Airport and approve the expenditure of $5,400 of matching funds from the City's Airport Fund as detailed in the agreement.

Background/Description of Item:
In September of 2019, the City of Gardner applied for grant funds from KDOT's Kansas Airport Improvement Program (KAIP) for design costs for the reconstruction of the airport terminal building.

The airport terminal building is in poor condition, and has reached the end of its useful life. The terminal building is included in the city's five year CIP. The KAIP-funded business and economic plan will provide insight into the needs of the airport, and the type of building replacement that will best serve the airport. This grant agreement will fund the design of the proposed terminal building facilities.

KDOT has awarded funds to design a new campus plan (terminal building). KDOT will reimburse the City ninety-five percent (95%) of the total actual costs of the plan up to $102,600.

Financial Impact:
Funds for the projects will come from:
KDOT- $102,600
City of Gardner Airport Fund- $5,400

Attachments Included:
- Award Letter from KDOT
- Grant Agreement

Suggested Motion:
Accept the agreement between KDOT and the City of Gardner to design a new campus plan for the Gardner Municipal Airport and approve the expenditure of $5,400 of matching funds from the City's Airport Fund as detailed in the agreement and authorize the City Administrator to sign the agreement.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Julie L. Lorenz, Secretary of Transportation
Robert W. Brock, Director

Kansas
Department of Transportation
Division of Aviation

Phone: 785-296-2553
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

February 3, 2020

Mr. Michael Kramer
Gardner Municipal Airport
120 E. Main Street
Gardner, KS 66030

RE: KDOT Grant Offer – Project Number AV-2021-21

Dear Mr. Kramer,

Congratulations, you have been approved for FY 2021 Kansas Airport Improvement Program (KAIP) funding to assist you in your project to conduct a campus redesign and technical survey.

To complete this process, I have included the following documents for your action:

1. Grant Payee Information sheet (please complete)
2. Airport Project Agreement specific to your project (two copies, review and sign both)

I would also like to call to your attention that KDOT now requires you to return the signed agreements within 120 days of the date on this letter. This grant offer will expire on June 3rd, 2020. This grant is for the state fiscal year 2021. No work will be reimbursed that begins before the start of FY 2021, which begins July 1, 2020.

Please ensure proper coordination with the FAA prior to starting this project. Such work may include but is not limited to updating of ALPs, filing construction reports such as 7460 or 7480, or environmental or obstacle determinations.

An original copy of the signed agreement will be returned to you upon completion.

If you have questions or concerns, please don't hesitate to contact us directly at (785) 296-2553. We look forward to working with you for the growth of Kansas aviation.

Sincerely,

Robert W. Brock
Director

AIRPORT DESIGN AND PLANNING AGREEMENT

This Agreement is between the **Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **CITY OF GARDNER, KANSAS** (the "Recipient"), **collectively**, the "Parties."

RECITALS:

A. The Airport has applied for and the Secretary has approved an Airport design and planning project to: **design new campus plans and complete a technological survey for the Gardner Municipal Airport**.

B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.

C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the design and planning of the Airport.

D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:
As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Airport"** means Gardner Municipal Airport, located at 280 Gardner Drive, Gardner, Kansas 66031.

3. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

4. **"Expiration Date"** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.

5. **"KAIP"** means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.

6. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

7. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

8. **"Participating Costs"** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.

9. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

10. **"Project"** means all phases and aspects of the endeavor to be undertaken by the Recipient, being as follows: design new campus plans and complete a technological survey, and is the subject of this Agreement.

11. **"Recipient"** means the City of Gardner, Kansas, with its place of business at 120 E Main Street, Gardner, Kansas 66030.

12. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Recipient ninety-five percent (95%) of the total planning costs, but not to exceed $102,600.00 for the Project. The Secretary shall not be responsible for the total actual Project planning costs that exceed $102,600.00. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was completed.

3. **Verification of Project Start** – The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE III

RECIPIENT RESPONSIBILITIES:

1. **Project Administration.** The Recipient agrees to undertake the Project, which entails an airport planning study that that produces a tangible document that assists the Recipient in the consideration of factors typically examined in an airport layout plan.

2. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Recipient will defend, indemnify, hold

harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

3. **Financial Obligation.** In accordance with KAIP guidelines, the Recipient will be responsible for five percent (5%) of the total actual planning costs, up to $108,000.00, which is the estimated total actual planning costs for the Project. The Recipient agrees to be responsible for one hundred percent (100%) of the total actual planning costs that exceed $108,000.00 for the Project. The Recipient agrees the total estimated local share costs associated with the Project is $5,400.00. The Recipient shall also pay for any Non-Participating Costs incurred for the Project.

4. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

5. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

7. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

GENERAL PROVISIONS:

1. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.

2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

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

RECIPIENT

By: _____

Name: _____

Title: _____

KANSAS DEPARTMENT OF TRANSPORTATION

_____

Julie L. Lorenz, (date)
Secretary of Transportation

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

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

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

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

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

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

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

ASSURANCE APPENDIX E

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

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

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO.5

MEETING DATE: MAY 18, 2020
STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider accepting a Cares Act Airport Grant Agreement between the FAA and the City of Gardner

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends accepting the agreement between the FAA and the City of Gardner for the FAA Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the Gardner Municipal Airport, and authorize execution by the Public Works Director – Airport Manager.

Background/Description of Item:
The Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748, Public Law 116-136) (PDF), signed into law by the President on March 27, 2020, includes $10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic.

Included in this ACT, as a general aviation airport, were funds for the Gardner Municipal Airport of $30,000

The CARES Act funds are applied for operational expenses, such as payroll, utility bills, and other operational expenses. A Sponsor can use their CARES funds allotment to pay an operating expense provided they did not incur the expense prior to January 20, 2020.

Financial Impact:
Funds for the projects will come from:
FAA - $30,000.00

Attachments Included:
- Grant Agreement

Suggested Motion:
Accept the agreement between the FAA and the City of Gardner for the FAA Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the Gardner Municipal Airport, and authorize execution by the Public Works Director.

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	May 8, 2020
Airport/Planning Area	**Gardner Municipal**
CARES Grant Number	**3-20-0119-015-2020**
Unique Entity Identifier	**027582832**

TO: **City of Gardner**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated **April 29, 2020,** for a grant of Federal funds at or associated with the **Gardner Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor**,** the FAA has approved the Grant Application for the **Gardner Municipal Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to **Gardner Municipal** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public

from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$30,000.00.**

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1st, 2020,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or

other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

    2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. <u>Ban on Texting While Driving</u>.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. <u>Trafficking in Persons</u>.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either —

   a. Associated with performance under this award; or

   b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:
   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
   b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. <u>Employee Protection from Reprisal</u>.

A. Prohibition of Reprisals **–**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
   a. Gross mismanagement of a Federal grant;
   b. Gross waste of Federal funds;
   c. An abuse of authority relating to implementation or use of Federal funds;
   d. A substantial and specific danger to public health or safety; or
   e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**
   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Federal office or employee responsible for oversight of a grant program;
   e. A court or grand jury;
   f. A management office of the grantee or subgrantee; or
   g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. <u>Limitations.</u> Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

22. <u>ARFF and SRE Equipment and Vehicles</u>. The Sponsor agrees that it will:

A. House and maintain the equipment in a state of operational readiness on and for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

C. Restrict the vehicle to on-airport use only;

D. Restrict the vehicle to the use for which it was intended; and

E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

23. <u>Equipment or Vehicle Replacement</u>. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

24. <u>Off-Airport Storage of ARFF Vehicle</u>. The Sponsor agrees that it will:

A. House and maintain the vehicle in a state of operational readiness for the airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle;

C. Restrict the vehicle to airport use only;

D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

F. Submit a copy of the executed agreement to the FAA.

25. <u>Equipment Acquisition</u>. The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport**.**

26. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

27. <u>Utility Relocation in Grant</u>. The Sponsor understands and agrees that:

A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated May 12, 2020

City of Gardner

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Michael Kramer

(Typed Name of Sponsor's Authorized Official)

Title: Director of Public Work

(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Kansas**. Further, I have examined the foregoing Grant **Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly** authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

b. Hatch Act – 5 U.S.C. 1501, et seq.

c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.

d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).

e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

k. Rehabilitation Act of 1973 - 29 U.S.C. 794.

l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.

q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used**.** CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

   It will:

   a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

   b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
      1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
      2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

   It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

   a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

   b. Applicability

      1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

      2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

      3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

   c. Duration.

      The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

      1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

   3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

   4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

      a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

      b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

    It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

    The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

COUNCIL ACTION FORM — PLANNING CONSENT ITEM NO. 1

MEETING DATE: MAY 18, 2020

STAFF CONTACT: LARRY POWELL, BUSINESS & ECO DEV DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on final plat FP-20-05 for QuikTrip Store No. 0294

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

Department: Business & Economic Development

Planning Commission Recommendation:
After review of application FP-20-05, a final plat for QuikTrip No. 0294 Plat, located at the southwest intersection of Gardner Road and 188th Street, (Tax Ids CP78470000 0005, CP78470000 0006, CP78470000 0007 and CP78470000 0008) and final plat dated March 5, 2020, and staff report dated April 28, 2020, the Planning Commission approved the application as proposed, provided the following condition is met:

1. Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.

and recommends the Governing Body accept the dedication of right-of-way and easements.

Staff Recommendation:
Staff recommends the approval of FP-20-05, a final plat for QuikTrip Store No. 0294 with conditions outlined in the Recommended Motion.

Background/Description of Item:
This property was annexed into the City of Gardner on April 4, 2001 as a part of the South Center Street Annexation and then subsequently rezoned from A (Agricultural District) to C-3 (Commercial District) on April 30, 2001. There were no specific uses being proposed for the property at the time of the annexation and rezoning. In March 2003, this property was platted as part of the Shean's Crossing subdivision. In 2014, the property was platted as Lots 5, 6, 7 & 8 of Shean's Crossing 2nd Plat subdivision. There are no improvements located on these lots. At their August 27, 2019 meeting, the Planning Commission approved a site plan for a convenience store facility. The revised plat for this property was delayed from the site plan due to the design and land acquisition process for the project for the Gardner Road and 188th Street project.

The Planning Commission considered this final plat at their April 28, 2020 meeting and voted unanimously to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

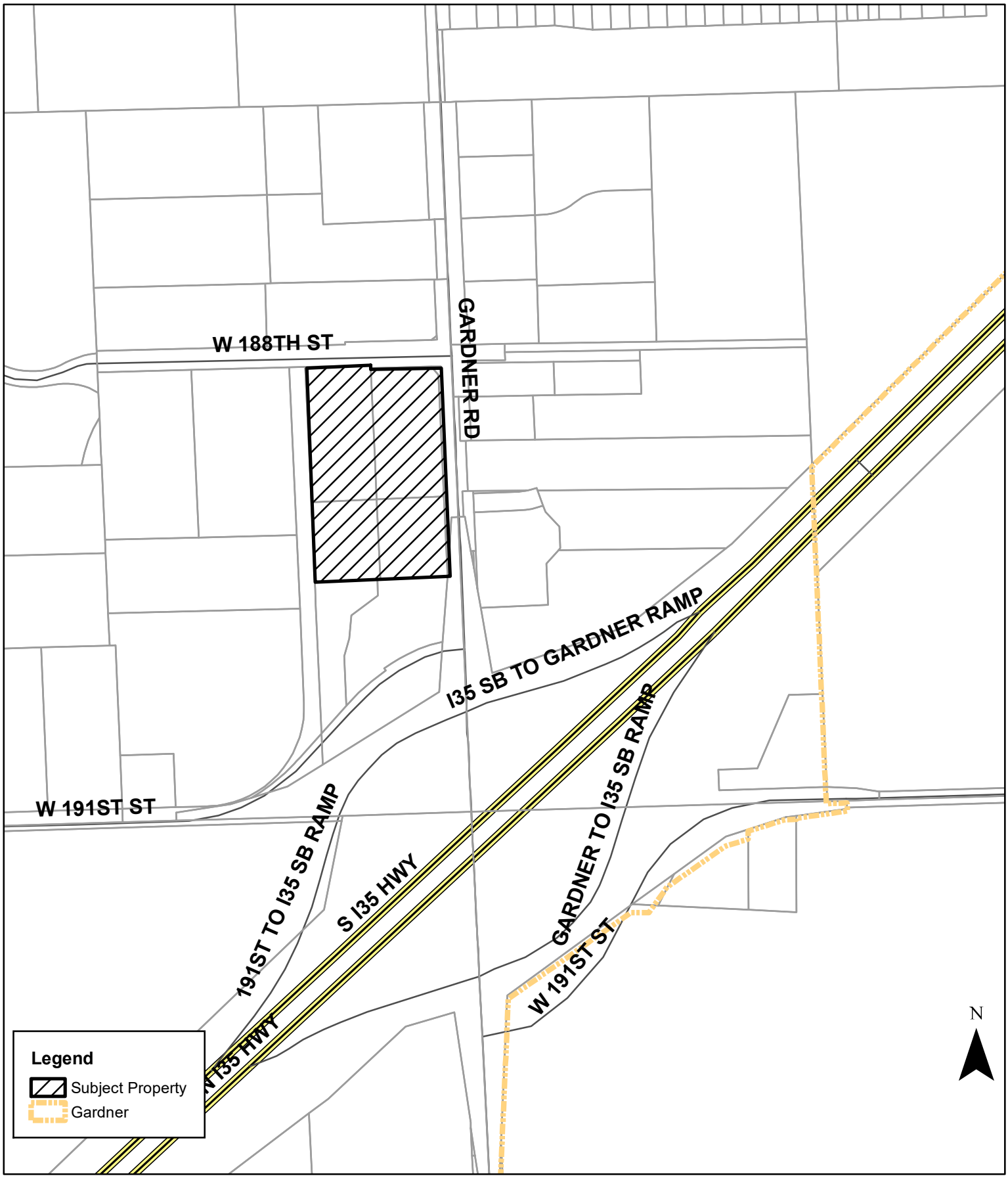
Financial Impact:
This property is currently platted and excise tax was previously paid. No excise tax is to be assessed as part of this re-plat.

Attachments included:

- Vicinity map
- Final plat document
- Excerpt of the minutes from the April 28, 2020 Planning Commission meeting
- Planning Commission packet

Suggested Motion:

Accept the dedication of right-of-way and easements on the revised final plat FP-20-05 for QuikTrip Store No. 0294 located at the southwest corner of Gardner Road and 188th Street



Gardner City Council
FP-20-05: Final Plat for QuickTrip
Meeting Date: May 18, 2020

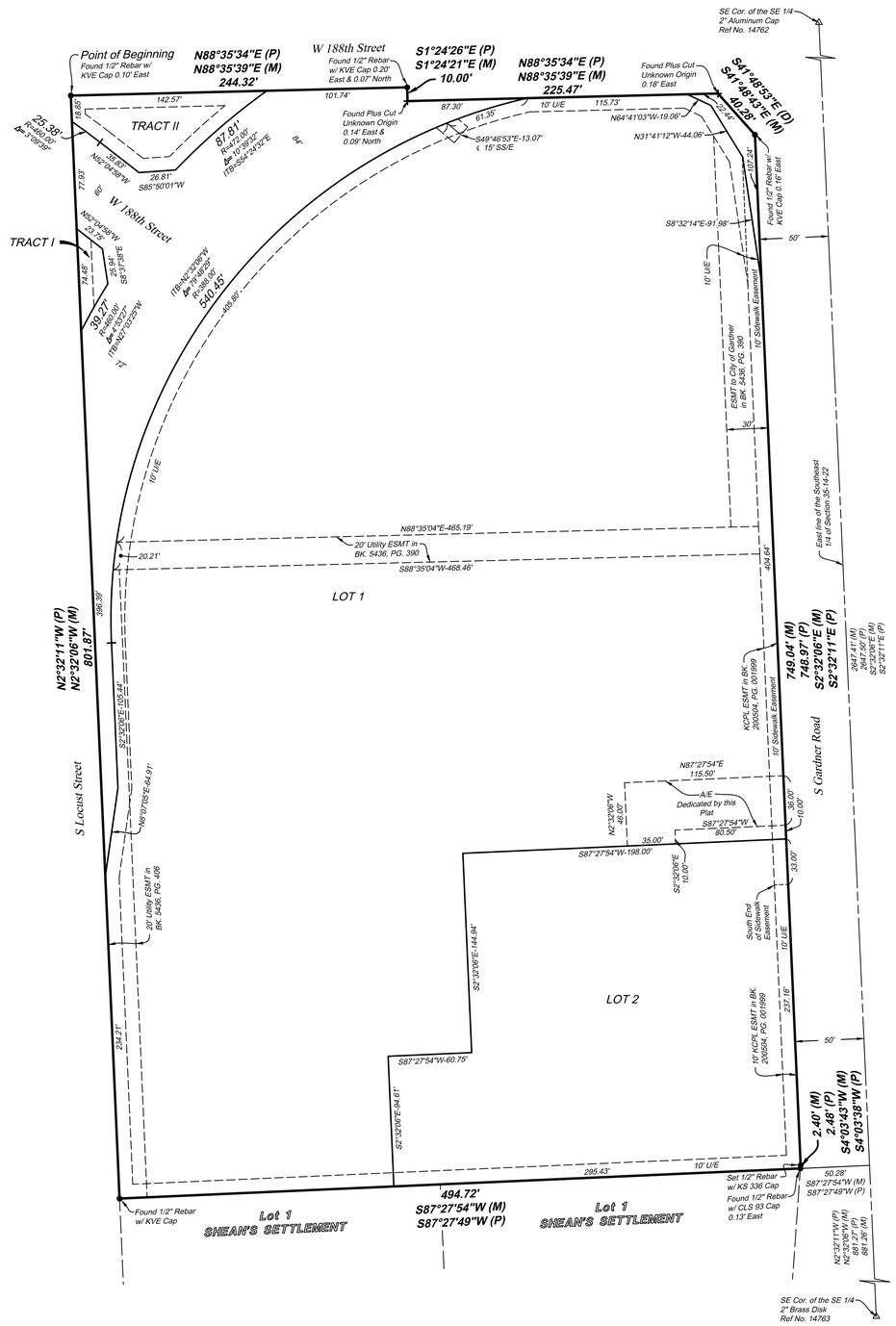
Map Date: 5/5/20

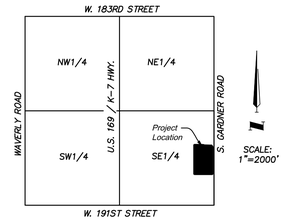
FINAL PLAT OF

QUIKTRIP STORE NO. 0294

REPLAT OF LOTS 5 THRU 8, SHEAN'S CROSSING 2ND PLAT

CITY OF GARDNER, JOHNSON COUNTY, KANSAS





VICINITY MAP
SEC. 35-14-23

GENERAL NOTE:

Bearing shown hereon are base on the State Plane Coordinate System NAD 1983, Kansas North Zone. CAF=0.999938890.

Error of boundary closure exceeds 1:50,000.

FLOOD NOTE:

Flood lines shown hereon are approximate. This property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance Floodplain, as shown on the Flood Insurance Rate map prepared by the Federal Emergency management Agency's National Flood Insurance Program for the City of Spring Hill, Johnson County, Kansas, Map number 20091C0120G and dated August 3, 2009.

AREAS

Lot 1	286,686 ± SQ. FT.	/	6.582 ± ACRES
Lot 2	62,031 ± SQ. FT.	/	1.424 ± ACRES
Tract I	978 ± SQ. FT.	/	0.022 ± ACRES
Tract II	5,081 ± SQ. FT.	/	0.117 ± ACRES
R/W	36,826 ± SQ. FT.	/	0.845 ± ACRES
Total	391,600 ± SQ. FT.	/	8.990 ± ACRES

SCALE : 1"= 50'

50 25 0 50

LEGEND

△ = SECTION CORNER MONUMENT

● = MONUMENT AS NOTED

D/E = DRAINAGE EASEMENT

A/E = INGRESS/EGRESS EASEMENT

U/E = UTILITY EASEMENT

SS/E = SANITARY EASEMENT

DESCRIPTION:

This is a survey and subdivision of part of Lots 5 thru 8, SHEAN'S CROSSING 2ND PLAT, a subdivision in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of said Lot 5; thence N 88° 35' 39" E, along the North line of said Lot 5, a distance of 244.31 feet, to the Northeast corner of said Lot 5; thence S 1° 24' 21" E, along the East line of said Lot 5, a distance of 10.00 feet, to the Northwest corner of said Lot 6; thence N 88° 35' 39" E, along the north line of said Lot 6, a distance of 225.47 feet, to the Northernmost Northeast corner of said Lot 6; thence S 41° 48' 43" E, along said North line, a distance of 40.28 feet, to the Easternmost Northeast corner of said Lot 6; thence S 2° 32' 06" E, along the East line of said Lot 6 and Lot 7, a distance of 749.05 feet, to the Easternmost Southeast corner of said Lot 7; thence S 4° 06' 52" W, along said East line, a distance of 2.38 feet, to the Southernmost Southeast corner; thence S 87° 27' 54" W, along the South line of said Lot 7 and Lot 8, a distance of 494.72 feet, to the Southwest corner of said Lot 8; thence N 2° 32' 06" W, along the West line of said Lot 8 and Lot 5, a distance of 801.86 feet, to the Point of Beginning, containing 391,600± Sq. Ft. or 8.990± Acres.

DEDICATIONS:

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plot, which subdivision shall hereafter be known as "QUIKTRIP STORE NO. 0294."

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown as W. 188th Street and S. Locust Street together with all other parcels and parts of land indicated on this plot, and not heretofore dedicated, as streets, terraces, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right hereby reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been absolved except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on the plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities an public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorized the location, construction, maintenance and use of sidewalks and similar facilities, upon, over, and across these areas outlined and designated hereon as "Sidewalk Easement", is hereby granted to the City for public use.

An easement or license to enter upon, locate construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation thereof.

A perpetual easement of access over, under, across, and upon the areas designed as "Cross Access/Parking Easement" or "A/E", is hereby reserved to the undersigned proprietor, its heirs, assignees, etc./ for ingress and egress of all owners and occupants of lots and parcels depicted on this plat, their guests and invitees. Owners and occupants of adjoining land to the North, South, East, and West of the plat, as well as other properties within the development shall have the same right of ingress and egress as all owners and occupants of lots and parcels depicted on this plat/ No obstacles or obstructions that would prohibit the free flow of traffic shall be allowed to be constructed or maintained within said "Cross Access/Parking Easement."

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Gardner, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessment on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public ways or thoroughfares.

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its name.

Owner: QuikTrip Corporation, an Oklahoma Corporation (Lot 1 and Lot 2)

_____
Jason Acord, Real Estate Manager

STATE OF)
) SS
COUNTY OF)

This instrument was acknowledged before me on this ___ day of _____ , 2020, the undersigned, a Notary Public in and for said County and State aforesaid, came Jason Acord, of QUIKTRIP CORPORATION, an Oklahoma corporation, Real Estate Manager, to me personally known to be the same person who executed the within instrument and duly acknowledged the same to be their free act and deed.

_____ My Appointment Expires: _____
Notary Public
Printed Name: _____

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its name.

Owner: Gardner 188, LLC (Tract I and Tract II)

_____
Gardner 188, LLC

STATE OF)
) SS
COUNTY OF)

This instrument was acknowledged before me on this ___ day of _____ , 2020 by Gardner 188, LLC

_____ My Appointment Expires: _____
Notary Public
Printed Name: _____

I hereby certify that the information shown hereon is based on a field survey performed under my supervision on May 2019.

By: _____
STAN W. LLOYD KS-LS 827

APPROVED BY, the Planning Commission of the City of Gardner, Kansas, this __ day of_____, 2020.

_____
Adrianna Meder, Chair

APPROVED BY, the Governing Body of the City of Gardner, Kansas, this __ day of_____, 2020.

_____ ATTEST:_____
Steve Shute, Mayor Amy Nasta, City Clerk

DEVELOPER:
QUIKTRIP CORPORATION
5725 FOXRIDGE DRIVE
MISSION, KANSAS 66202
PHONE NO. 913-905-2035

McCLURE ENGINEERING COMPANY
11031 STRANG LINE ROAD
LENEXA, KANSAS 66215
(913) 888-7800 WWW.MECRESULTS.COM

PROJECT NO. 0100718035-000 [0100718035-000 FPLAT.dwg] March 3, 2020 swl

EXCERPT OF PLANNING COMMISSION MEETING
City of Gardner, Kansas
Tuesday, April 28, 2020

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order using Zoom at 7:00 p.m. on Tuesday, April 28, 2020, by Chairman Scott Boden.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Deaton
Commissioner Ford
Commissioner Hansen
Commissioner McNeer
Commissioner Meder
Commissioner Simmons-Lee

Staff members present:
Larry Powell, Director, Business & Economic Development
Kelly Drake Woodward, Chief Planner
Michelle Leininger, Principal Planner
Robert Case, Planner
Ryan Denk, City Attorney (via phone)

The applicants of the cases and members of the public who submitted their request to speak in advance of the meeting were present via Zoom.

REGULAR AGENDA

2. **QUIKTRIP**
   Located at the southwest corner of W 188th Street and S. Gardner Road
   a. **PP-20-04**: Consider a preliminary plat for an 8.9 acre, 2-lot commercial subdivision.
   b. **FP-20-05**: Consider a final plat for a 2-lot commercial subdivision.

Mr. Bob Case, Planner, presented the Preliminary Plat that shows two lots being re-subdivided from lots 5-8 of Shean's Crossing 2nd Plat subdivision. The total area of this property is approximately 9 acres, with the QuikTrip site consisting of approximately 6.4 acres. The site plan is for a gas station/convenience store. The City has been working with KDOT engineers on proposed road improvements to 188th Street/Locust Road along with their intersection with Gardner Road. These road improvements are scheduled to coincide with the construction of the QuikTrip. Access to Lot 1 is off of Gardner Road and 188th/Locust Road and Lot 2 will have access onto Gardner Road through an internal road within the site. All utilities are available to the parcel. The architecture and building design uses quality materials and style is consistent with the context. The entire building is faced with brick as the main material, with aluminum and painted metal accents. The truck

fueling stations will be located at the back of the site and 16 vehicle fueling stations at the front.

Staff has found this plat consistent with the *I-35 & Gardner Road Subarea Plan* and it meets the requirements of the Land Development Code. All technical reviews have been submitted and accepted and with all utilities available to the site, no extensions are proposed. Staff recommends approval of this preliminary plat.

Mr. Eric Eckhart, developer and applicant, was available by phone for questions.

COMMISSION DISCUSSION

No discussion ensued.

Motion made after review of Application PP-20-04, a preliminary plat for QuikTrip Store No. 0294 Plat, located at the southwest intersection of Gardner Road and 188th Street, (Tax Ids CP78470000 0005, CP78470000 0006, CP78470000 0007 and CP78470000 0008) and preliminary plat dated March 5, 2020, and staff report dated April 28, 2020, the Planning Commission approves the application as proposed.

Motion made by McNeer and seconded by Meder.

Motion passed 7-0.

Mr. Case continued his presentation with **FP-20-05,** a final plat for QuikTrip. The plat showed the lot layout and the new road alignment for 188th/Locust Road on the northwest side of the proposed subdivision. Lot 1 was the location for the new QuikTrip Store while Lot 2, located on the southeast side of the subdivision, was set aside for future commercial development. Staff found this plat consistent with the preliminary plat. Any public improvement plans would be submitted and approved prior to the release of the final plat for recording and no excise tax would be levied.

COMMISSION DISCUSSION

No discussion ensued.

Motion made after review of application FP-20-05, a final plat for QuikTrip No. 0294 Plat, located at the southwest intersection of Gardner Road and 188th Street, (Tax Ids CP78470000 0005, CP78470000 0006, CP78470000 0007 and CP78470000 0008) and final plat dated March 5, 2020, and staff report dated April 28, 2020, the Planning Commission approves the application as proposed, provided the following condition is met:

1. **Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.**

and recommends the Governing Body accept dedication of right-of-way and easements.

Motion made by Ford and seconded by McNeer.

Motion passed 7-0.

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 4B**
MEETING DATE: APRIL 28, 2020
PREPARED BY: ROBERT CASE, PLANNER

PROJECT NUMBER / TITLE: FP-20-05: Final Plat for QuikTrip Store No. 0294

PROCESS INFORMATION

Type of Request: Final Plat
Date Received: March 5, 2020

APPLICATION INFORMATION

Applicant: QuikTrip Corporation, Erik Eckhart, Real Estate Project Manager
Owner: Gardner 188 LLC, John Peterson
Parcel ID: CP78470000 0005, CP78470000 0006, CP78470000 0007 and CP78470000 0008
Location: Southwest corner of 188th Street and Gardner Road

REQUESTED ACTION

The applicant requests approval of a preliminary plat for a 2 lot commercial project containing 8.99 acres.

EXISTING ZONING AND LAND USE

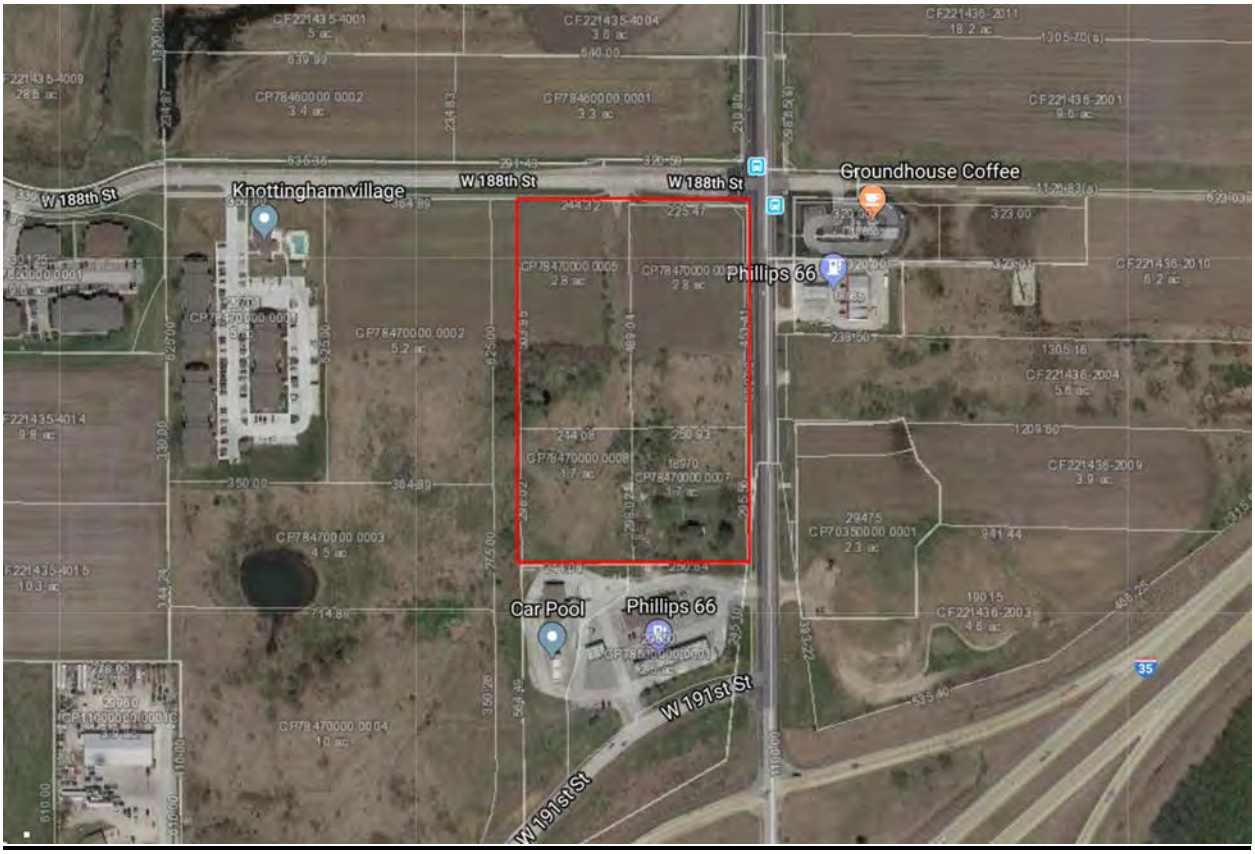
Currently, the subject property is zoned C-3 (Heavy Commercial) District and current land use is a vacant parcel.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
C-3 (Heavy Commercial) District	Vacant
East of subject property	
C-2 (General Business) District	Groundhouse Coffee, Olathe Medical Center (under construction), gas station/convenience store, vacant parcel
South of subject property	
C-3 (Heavy Commercial) District	Phillips 66 Travel Plaza and carwash
West of subject property	
C-3 (Heavy Commercial) District	Vacant
RP-3 (Planned Garden Apartment) District	Nottingham Village Apartments (located approximately 425 ft. to the west)

EXISTING CONDITIONS

This property is located at the southwest corner of Gardner Road and W 188th Street and contains approximately 8.99 acres as depicted in the aerial below. All utilities are located on the north, east and south sides of the property, along with an 18" water main located through the middle of lots 5 and 6 and along the east side of Lot 6. The water main is located within a utility easement and recorded at the Johnson County Register of Deeds Office in book 5436 at page 390.



BACKGROUND / HISTORY

The property was annexed into the City of Gardner on April 4th of 2001 as a part of the South Center Street Annexation and then subsequently rezoned from A (Agricultural District) to C-3 (Commercial District) on April 30th of 2001. There were no specific uses being proposed for the property at the time of the annexation and rezoning. In March 2003, this property was platted as part of the Shean's Crossing subdivision and then in 2014 the property was platted as Lots 5, 6, 7 & 8 of Shean's Crossing 2nd Plat subdivision. There are no improvements located on these lots.

CONSISTENCY WITH COMPREHENSIVE PLAN

The City of Gardner Comprehensive Plan and the *I-35 & Gardner Road Interchange Subarea Plan* identifies the properties for Regional Commercial future land uses. This use group provides for goods and services that may attract users from the greater metropolitan area. These uses are generally on larger parcels and are best located near interstates and major arterial roads. This site is within a half mile of the I-35 and Gardner Road interchange and along S. Gardner Road which is an arterial street. The proposed uses, lot layout for this site are consistent with the Comprehensive Plan.

STAFF ANALYSIS – FINAL PLAT

17.03.020 (E1) Review Criteria:

a. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

Staff Comment: *The layout and design of the final plat is in substantial compliance with the approved preliminary plat, considering the number of lots and parcels, block layout, street design and access, open space systems and civic design elements, the infrastructure systems, and other elements of the coordinated development.*

b. The construction plans for any utilities, infrastructure or public facilities shall have been found to meet all technical specifications, or final plat approval shall be conditioned on such plans meeting all technical specifications, before the recording of the final plat.

Staff Comment: *Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County (this is a recommended condition of approval). The City is the provider for sanitary sewer, water, and electric facilities in this area.*

c. The phasing and timing of public improvements ensures construction and performance guarantees.

Staff Comment*: The Traffic Impact Study and Stormwater Management Plan have been approved. Public Improvement Plans shall be submitted and approved prior to the release of the final plat for recording and issuance of building permits to ensure all improvements are in place.*

d. Any deviations in the final plat from the preliminary plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

Staff Comment*: There are no deviations being requested on the final plat. As part of the Planning Commission's site plan approval on August 27th, 2019 the Commission approved the following Administrative Adjustments: 23% on the east elevation and 6% on the north elevation for transparency requirement of 30% for the large commercial building type, 38' driveway access width of the required 36' maximum width for any single access point, and placement of foundation plantings away from the building of the required foundation planting areas shall exist along at least 25% of the street facing facades and be at least 8' deep.*

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

Staff Comment: *Staff recommends the Planning Commission approve the final plat with the conditions outlined below, and forward a recommendation to the Governing Body to accept the dedication of any rights-of-way and easements.*

EXCISE TAX

This property is currently platted and excise tax was previously paid. No excise tax is to be assessed as part of this replat.

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

WATER, SANITARY SEWER, STORMWATER, ELECTRIC, GAS –

Existing utilities are located either within or adjacent to the site.

ROADWAY NETWORK, VEHICULAR ACCESS –

There are a total of 4 new points of access being proposed for this site. One access off of Gardner Road and three access points off of 188th Street/Locust Road. Again, a cross access easement is being created between Lots 1 and 2 in order to limit access onto Gardner Road.

SIDEWALKS –

A 10' trail is located along the east side of Gardner Road along with a 5' sidewalk extending from the intersection of 188th Street and Gardner Road to the east and continuing along the south side of 188th/Locust Streets.

ATTACHMENTS

I. Final plat document
II. Street Tree Plan
III. Application

ACTIONS

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

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

EFFECT OF DECISION

Final Plat – If the Planning Commission approves or conditionally approves the final plat, the plat shall be forwarded to the Governing Body with a recommendation that they accept dedication of land for public purposes such as easements, rights-of-way and public facilities. The approval of the final plat; acceptance of the dedication of land for public purposes; finding that the construction plans for any utilities, infrastructure or public facilities meet all City technical specifications; and payment of the excise tax if applicable, authorizes the filing of the plat with the Johnson County Records and Tax Administration. Any approval with conditions or exceptions to the rules shall be clearly stated on the plat. Any plat not recorded within two years from the date of acceptance of land by the Governing Body shall be null and void. Upon approval of the final plat, dedications,

and construction plans and recording of the plat, the applicant may proceed with the construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.

RECOMMENDATION

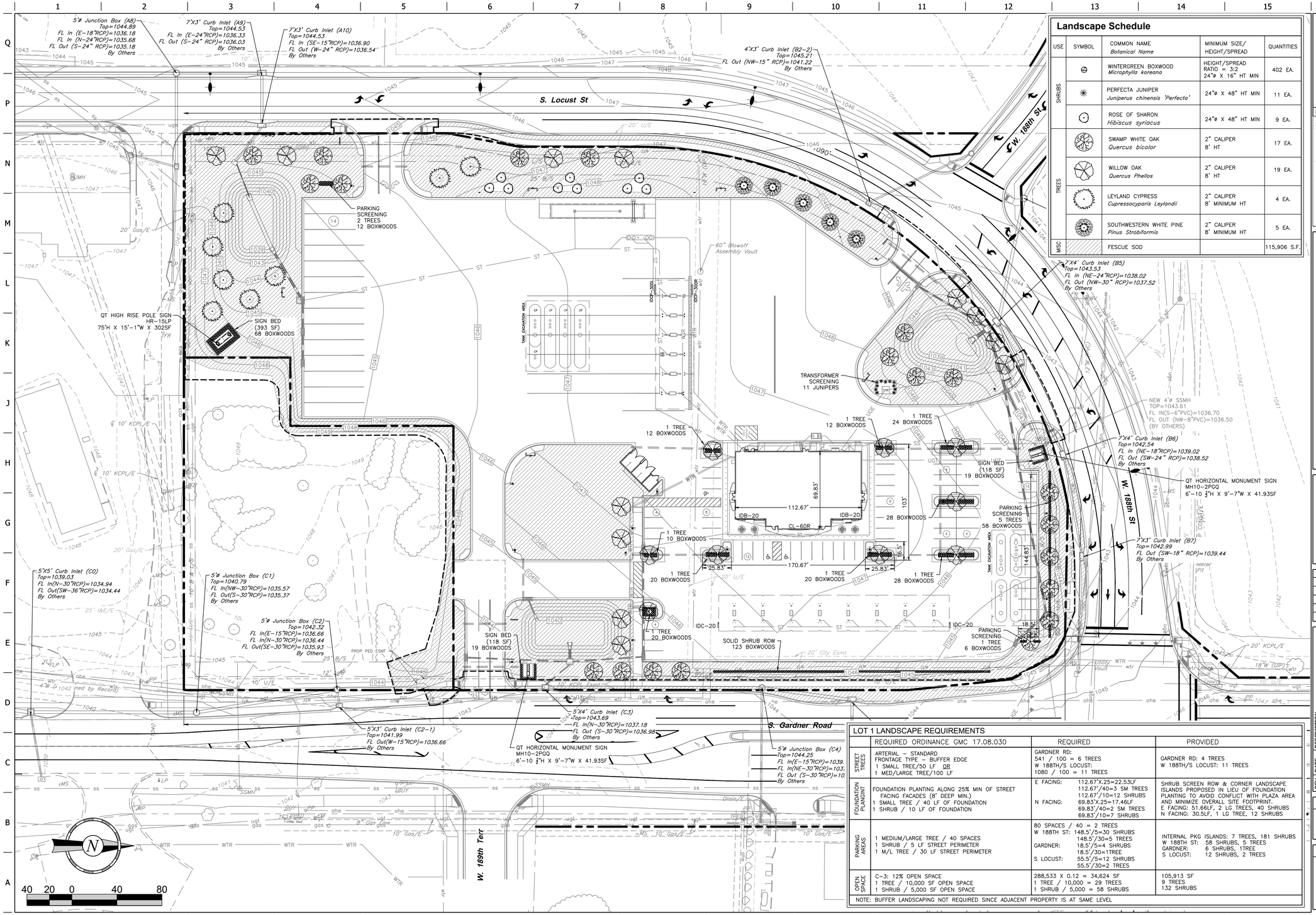
Staff recommends approval of the final plat FP-19-03 for Quick Trip No. 0294 with the conditions outlined in the Recommended Motion section and recommends forwarding the plat to the Governing Body to accept the dedication of right-of-way and easements.

Recommended Motion:

After review of application FP-20-05, a final plat for QuikTrip No. 0294 Plat, located at the southwest intersection of Gardner Road and 188th Street, (Tax Ids CP78470000 0005, CP78470000 0006, CP78470000 0007 and CP78470000 0008) and final plat dated March 5, 2020, and staff report dated April 28, 2020, the Planning Commission approves the application as proposed, provided the following condition is met:

1. Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.

and recommends the Governing Body accept dedication of right-of-way and easements.



Landscape Schedule

USE	SYMBOL	COMMON NAME / *Botanical Name*	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES
SHRUBS		WINTERGREEN BOXWOOD / *Microphylla koreana*	HEIGHT/SPREAD RATIO = 3:2 24"ø X 16" HT MIN	402 EA.
		PERFECTA JUNIPER / *Juniperus chinensis 'Perfecta'*	24"ø X 48" HT MIN	11 EA.
		ROSE OF SHARON / *Hibiscus syriacus*	24"ø X 48" HT MIN	9 EA.
TREES		SWAMP WHITE OAK / *Quercus bicolor*	2" CALIPER 8' HT	17 EA.
		WILLOW OAK / *Quercus Phellos*	2" CALIPER 8' HT	19 EA.
		LEYLAND CYPRESS / *Cupressocyparis Leylandii*	2" CALIPER 8' MINIMUM HT	4 EA.
		SOUTHWESTERN WHITE PINE / *Pinus Strobiformis*	2" CALIPER 8' MINIMUM HT	5 EA.
MISC		FESCUE SOD		115,906 S.F.

LOT 1 LANDSCAPE REQUIREMENTS

	REQUIRED ORDINANCE GMC 17.08.030	REQUIRED	PROVIDED
STREET TREES	ARTERIAL - STANDARD FRONTAGE TYPE - BUFFER EDGE 1 SMALL TREE/50 LF OR 1 MED/LARGE TREE/100 LF	GARDNER RD: 541 / 100 = 6 TREES W 188TH/S LOCUST: 1080 / 100 = 11 TREES	GARDNER RD: 4 TREES W 188TH/S LOCUST: 11 TREES
FOUNDATION PLANGINT	FOUNDATION PLANTING ALONG 25% MIN OF STREET FACING FACADES (8' DEEP MIN.) 1 SMALL TREE / 40 LF OF FOUNDATION 1 SHRUB / 10 LF OF FOUNDATION	E FACING: 112.67'X.25=22.53LF 112.67'/40=3 SM TREES 112.67'/10=12 SHRUBS N FACING: 69.83'X.25=17.46LF 69.83'/40=2 SM TREES 69.83'/10=7 SHRUBS	SHRUB SCREEN ROW & CORNER LANDSCAPE ISLANDS PROPOSED IN LIEU OF FOUNDATION PLANTING TO AVOID CONFLICT WITH PLAZA AREA AND MINIMIZE OVERALL SITE FOOTPRINT. E FACING: 51.66LF, 2 LG TREES, 40 SHRUBS N FACING: 30.5LF, 1 LG TREE, 12 SHRUBS
PARKING AREAS	1 MEDIUM/LARGE TREE / 40 SPACES 1 SHRUB / 5 LF STREET PERIMETER 1 M/L TREE / 30 LF STREET PERIMETER	80 SPACES / 40 = 2 TREES W 188TH ST: 148.5'/5=30 SHRUBS 148.5'/30=5 TREES GARDNER: 18.5'/5=4 SHRUBS 18.5'/30=1TREE S LOCUST: 55.5'/5=12 SHRUBS 55.5'/30=2 TREES	INTERNAL PKG ISLANDS: 7 TREES, 181 SHRUBS W 188TH ST: 58 SHRUBS, 5 TREES GARDNER: 6 SHRUBS, 1TREE S LOCUST: 12 SHRUBS, 2 TREES
OPEN SPACE	C-3: 12% OPEN SPACE 1 TREE / 10,000 SF OPEN SPACE 1 SHRUB / 5,000 SF OPEN SPACE	288,533 X 0.12 = 34,624 SF 1 TREE / 10,000 = 29 TREES 1 SHRUB / 5,000 = 58 SHRUBS	105,913 SF 9 TREES 132 SHRUBS

NOTE: BUFFER LANDSCAPING NOT REQUIRED SINCE ADJACENT PROPERTY IS AT SAME LEVEL

DARLA KAY HOLMAN
LICENSED
13652
KANSAS
PROFESSIONAL ENGINEER

PROJECT NO.:02-0294

MDG
Midwest Design Group
DARLA K. HOLMAN, PE
Principal
P.O. Box 860015
Shawnee, KS 66286-0015
P 913.248.9385
C 913.529.4706
darla@mdg-ks.com

QuikTrip No. 0294

W. 188TH STREET & S. GARDNER ROAD
GARDNER, KANSAS 66030

© COPYRIGHT QUIKTRIP CORPORATION 2011
ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION, OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE: P-100 (11/01/19)
DIVISION:
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: DKH
REVIEWED BY: AMG

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 03/02/2020

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L100

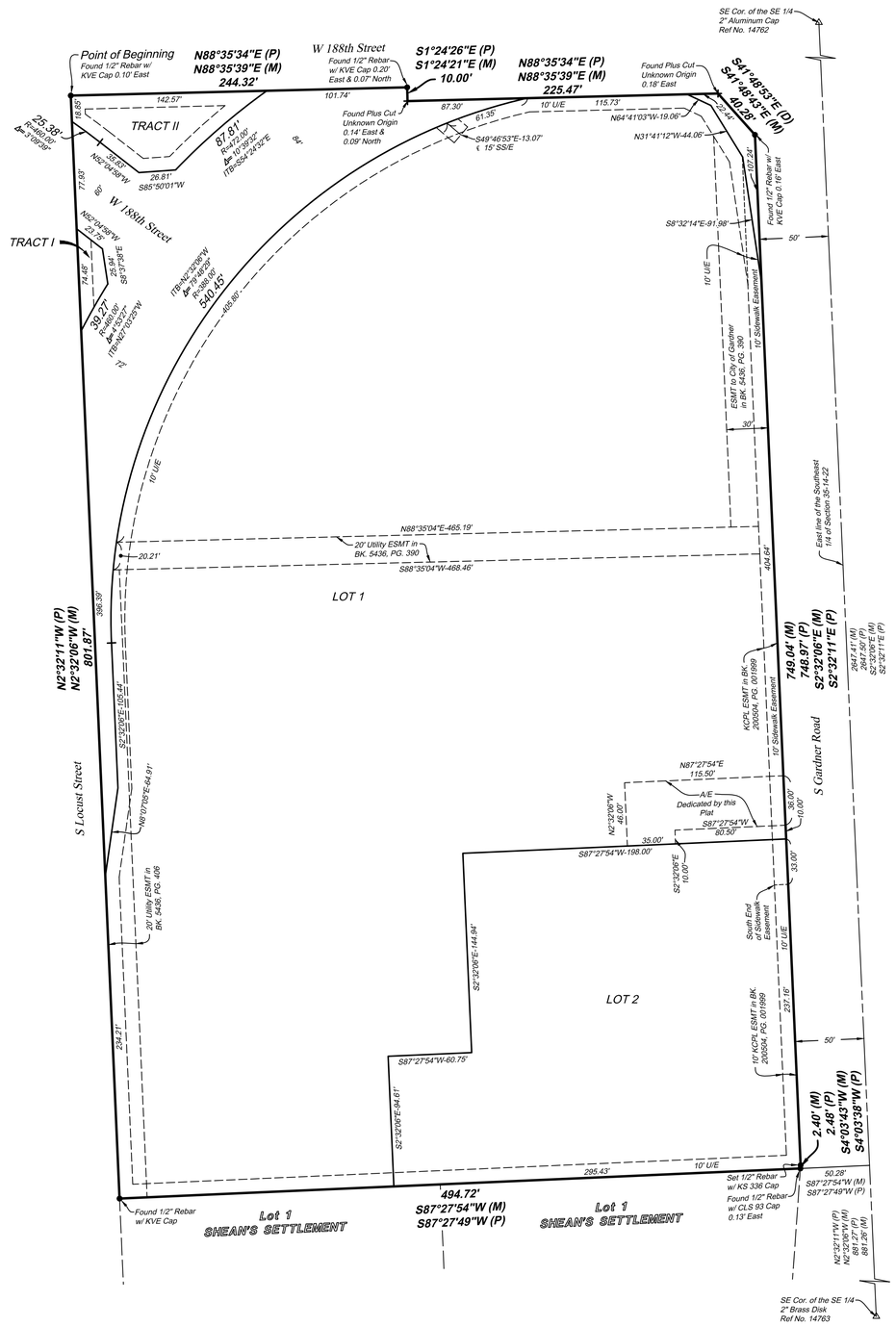
FILE LOCATION:C:\Civil 3D Projects\QT294TC\02-0294 Civil.dwg TAB NAME:Landscape USER:dkhol SAVED:3/5/2020 5:02 PM PLOTTED:3/17/2020 9:47 AM

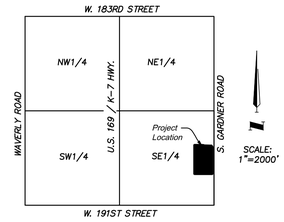
FINAL PLAT OF

QUIKTRIP STORE NO. 0294

REPLAT OF LOTS 5 THRU 8, SHEAN'S CROSSING 2ND PLAT

CITY OF GARDNER, JOHNSON COUNTY, KANSAS





VICINITY MAP
SEC. 35-14-23

GENERAL NOTE:

Bearing shown hereon are base on the State Plane Coordinate System NAD 1983, Kansas North Zone. CAF=0.999938890.

Error of boundary closure exceeds 1:50,000.

FLOOD NOTE:

Flood lines shown hereon are approximate. This property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance Floodplain, as shown on the Flood Insurance Rate map prepared by the Federal Emergency management Agency's National Flood Insurance Program for the City of Spring Hill, Johnson County, Kansas, Map number 20091C0120G and dated August 3, 2009.

AREAS

Lot 1	286,686 ± SQ. FT.	/	6.582 ± ACRES
Lot 2	62,031 ± SQ. FT.	/	1.424 ± ACRES
Tract I	978 ± SQ. FT.	/	0.022 ± ACRES
Tract II	5,081 ± SQ. FT.	/	0.117 ± ACRES
R/W	36,826 ± SQ. FT.	/	0.845 ± ACRES
Total	391,600 ± SQ. FT.	/	8.990 ± ACRES

SCALE : 1"= 50'

50 25 0 50

LEGEND

△ = SECTION CORNER MONUMENT

● = MONUMENT AS NOTED

D/E = DRAINAGE EASEMENT

A/E = INGRESS/EGRESS EASEMENT

U/E = UTILITY EASEMENT

SS/E = SANITARY EASEMENT

DESCRIPTION:

This is a survey and subdivision of part of Lots 5 thru 8, SHEAN'S CROSSING 2ND PLAT, a subdivision in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of said Lot 5; thence N 88° 35' 39" E, along the North line of said Lot 5, a distance of 244.31 feet, to the Northeast corner of said Lot 5; thence S 1° 24' 21" E, along the East line of said Lot 5, a distance of 10.00 feet, to the Northwest corner of said Lot 6; thence N 88° 35' 39" E, along the north line of said Lot 6, a distance of 225.47 feet, to the Northernmost Northeast corner of said Lot 6; thence S 41° 48' 43" E, along said North line, a distance of 40.28 feet, to the Easternmost Northeast corner of said Lot 6; thence S 2° 32' 06" E, along the East line of said Lot 6 and Lot 7, a distance of 749.05 feet, to the Easternmost Southeast corner of said Lot 7; thence S 4° 06' 52" W, along said East line, a distance of 2.38 feet, to the Southernmost Southeast corner; thence S 87° 27' 54" W, along the South line of said Lot 7 and Lot 8, a distance of 494.72 feet, to the Southwest corner of said Lot 8; thence N 2° 32' 06" W, along the West line of said Lot 8 and Lot 5, a distance of 801.86 feet, to the Point of Beginning, containing 391,600± Sq. Ft. or 8.990± Acres.

DEDICATIONS:

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plot, which subdivision shall hereafter be known as "QUIKTRIP STORE NO. 0294."

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown as W. 188th Street and S. Locust Street together with all other parcels and parts of land indicated on this plot, and not heretofore dedicated, as streets, terraces, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right hereby reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been absolved except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on the plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities an public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorized the location, construction, maintenance and use of sidewalks and similar facilities, upon, over, and across these areas outlined and designated hereon as "Sidewalk Easement", is hereby granted to the City for public use.

An easement or license to enter upon, locate construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation thereof.

A perpetual easement of access over, under, across, and upon the areas designed as "Cross Access/Parking Easement" or "A/E", is hereby reserved to the undersigned proprietor, its heirs, assignees, etc./ for ingress and egress of all owners and occupants of lots and parcels depicted on this plat, their guests and invitees. Owners and occupants of adjoining land to the North, South, East, and West of the plat, as well as other properties within the development shall have the same right of ingress and egress as all owners and occupants of lots and parcels depicted on this plat/ No obstacles or obstructions that would prohibit the free flow of traffic shall be allowed to be constructed or maintained within said "Cross Access/Parking Easement."

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Gardner, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessment on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public ways or thoroughfares.

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its name.

Owner: QuikTrip Corporation, an Oklahoma Corporation (Lot 1 and Lot 2)

_____
Jason Acord, Real Estate Manager

STATE OF)
) SS
COUNTY OF)

This instrument was acknowledged before me on this ___ day of _____ , 2020, the undersigned, a Notary Public in and for said County and State aforesaid, came Jason Acord, of QUIKTRIP CORPORATION, an Oklahoma corporation, Real Estate Manager, to me personally known to be the same person who executed the within instrument and duly acknowledged the same to be their free act and deed.

_____ My Appointment Expires: _____
Notary Public
Printed Name: _____

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its name.

Owner: Gardner 188, LLC (Tract I and Tract II)

_____
Gardner 188, LLC

STATE OF)
) SS
COUNTY OF)

This instrument was acknowledged before me on this ___ day of _____ , 2020 by Gardner 188, LLC

_____ My Appointment Expires: _____
Notary Public
Printed Name: _____

I hereby certify that the information shown hereon is based on a field survey performed under my supervision on May 2019.

By: _____
STAN W. LLOYD KS-LS 827

APPROVED BY, the Planning Commission of the City of Gardner, Kansas, this __ day of_____, 2020.

_____
Adrianna Meder, Chair

APPROVED BY, the Governing Body of the City of Gardner, Kansas, this __ day of_____, 2020.

_____ ATTEST:_____
Steve Shute, Mayor Amy Nasta, City Clerk

DEVELOPER:
QUIKTRIP CORPORATION
5725 FOXRIDGE DRIVE
MISSION, KANSAS 66202
PHONE NO. 913-905-2035

McCLURE ENGINEERING COMPANY
11031 STRANG LINE ROAD
LENEXA, KANSAS 66215
(913) 888-7800 WWW.MECRESULTS.COM

PROJECT NO. 0100718035-000 [0100718035-000 FPLAT.dwg] March 3, 2020 swl

GARDNER KANSAS

RECEIVED
MAR 13 2020
By

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

FINAL PLAT APPLICATION

Pre-App Date
Fee $264 Pd.
File No. FP-20-05

OWNER INFORMATION

Name(s) Gardner 188 LLC

Contact John D. Petersen

Address 900 W 48th Place, Apt 900

City Kansas City State MO Zip 64112

Phone 913-234-7405 Email jpetersen@polsinelli.com

APPLICANT/AGENT INFORMATION

Name(s) QuikTrip Corporation

Contact Erik Eckhart

Address 5725 Foxridge Drive

City Mission State KS Zip 66202

Phone 913-905-2045 Email eeckhart@quiktrip.com

SITE INFORMATION

Property Address/Location SW corner of S Gardner Rd & W 188th Street

Legal Description (Attach If Necessary) See Attached

Number of Existing Lots 4 Number of Proposed Lots 2 lots , 2 tracts

Total Site Area 391,600.33 S.F. Present Zoning C-3

Number of Existing Structures 0 Present Land Use Vacant Land

Proposed Street Design Type(s) & Class N/A

Proposed Type(s) Open & Civic Space Public Street Seating, Lawn Area

Proposed Frontage Type(s) Buffer Edge

Proposed Building Types(s) V - B

SIGNATURE

I/We, the undersigned am/are the **(owner(s))**, **(duly authorized agent)**, **(Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for final plat as indicated above.

Signature(s): Elt Date 3/12/2020

Date

GARDNER KANSAS

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

RECEIVED
MAR 13 2020

FINAL PLAT
APPLICATION CHECKLIST

APPLICATION SUBMITTAL REQUIREMENTS

Yes	No	
☐	☐	1. **Complete application packet**
☐	☐	2. **Application fee**
☐	☐	3. **10 full sized plans printed and folded**
☐	☐	4. **Digital copies (PDF) of the completed application, plans, and legal description**
☐	☐	5. **1 copy of existing covenants and restrictions** applicable to the development, if any (reference book and page).
☐	☐	6. **Letter of intent** as to whether a Homeowners Association will be created and if any covenants and restrictions are proposed by the subdivider, if not submitted with the Preliminary Plat. Covenants and restrictions, as well as evidence of the establishment of the agency for the ownership and maintenance of any common space, shall be submitted to the City for review and approval prior to recording of the plat.
☐	N/A	7. **Final Floodplain modeling** using HEC-RAS model provided by the City if encroachment is proposed within a FEMA or Shaded Zone X 100-year floodplain. (Contact City Engineer to obtain model and requirements).
☐	☐	8. **Final Stormwater Management Plan** (2 printed and 1 digital copy)
☐	☐	9. **Final Traffic Impact Study** (TIS) as required by the Access Management Code. (2 printed and 1 digital copy)
☐	N/A	10. **Development Agreement,** if required
☐	☐	11. **Street tree plan**

FINAL PLAT DOCUMENT REQUIREMENTS

x	☐	1. **Name of subdivision** (unique and numerically consistent and the words "FINAL PLAT," prominently displayed as the title.)
x	☐	2. **Names, addresses, and phone numbers** of all companies, firms, or individuals involved in the preparation of the plat (i.e. property owner, engineer, surveyor, etc.).
x	☐	3. **Date of preparation** and/or revisions.
x	☐	4. **Vicinity map** (drawn at a scale of 1"=2,000', locating the proposed subdivision in relation to the section of land, including township and range, section street names, and a north arrow.)
x	☐	5. **A legal boundary description** with angular bearings and linear distances, referenced to section or quarter-section corners, Point of Commencing and/or Point of Beginning, and the overall area of the plat in acres.

Yes	No	
[x]	[ ]	6. **Provide the following sentence after the Legal Description** "The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the accompanying plat, which subdivision and plat shall hereafter be known as "Plat Name".
[x]	[ ]	7. **Location of monuments,** shown in reference to existing official monuments or the nearest established ¼ section corner, including the bearings and distances to such reference points or monuments.
[x]	[ ]	8. **Boundary lines** of the subdivision shall be enclosed with one continuous bold line, showing approximate dimensions (bearings and distances).
		9. **Accurate dimensions for all lines, angles, and curves**, used to describe boundaries, streets, easements and areas to be reserved for public use. Data for all curves shall include radius, arc length, chord length, and central angle.
[x]	[ ]	10. **Platted and unplatted land** adjacent to the plat boundary. Include identification of adjacent platted subdivisions and unplatted tracts with external bearings and distances of adjacent plats and property owners for a distance of not less than 400 feet. Include original plat names if replatted. Exterior dimensions shall coincide with adjoining plats unless differences are noted
[x]	[ ]	11. **Blocks, lots and tracts** identified clearly, with blocks numbered or lettered boldly and clearly in the center of the block, and lot dimensions with bearings and distances, and area in square feet.
[x]	[ ]	12. **Note on plat** indicating intended ownership, purpose, and maintenance responsibilities for any parcels labeled as tracts.
[x]	[ ]	13. **Existing and proposed easements** with dimensions. Existing easements shall be labeled with book and page number.
[x]	[ ]	14. **Any area within a federally designated floodplain.** Location, stations, and elevations of the 100-year floodplain within the plat and 100-year elevations at rear lot corners adjacent to FEMA and Shaded Zone X floodplains. The source of the floodplain information shall be clearly labeled (example: FIRM, Map #20091C0041D, September 27, 1991).
[ ]	[N/A]	15. **Stream corridor boundary** and dimensions.
[x]	[ ]	16. **Proposed street right-of-way with dimensions** which conform to the applicable minimum design standards set forth in the Land Development Code and Technical Specifications.
[x]	[ ]	17. **Endorsement of the Planning Commission** as evidenced by the signature of its Chairperson. Endorsement line shall contain the printed name of the Chairperson and their title.
[x]	[ ]	18. **Acceptance of Dedication by the Governing Body**, as indicated by the signature of the Mayor and attested by the City Clerk. The Endorsement Line shall contain the printed name and title of the person signing.
[x]	[ ]	19. **Signature of Owner**, properly attested.

Yes	No	
[x]	[ ]	20. **A dated signature and seal of the licensed Land Surveyor responsible for the survey and a note** stating: "This survey conforms to the Kansas Minimum Standards for Boundary Surveys."
[x]	[ ]	21. **Copies of all pertinent exception documents**, or a copy of a current American Land Title Association (ALTA) survey, or both.
[x]	[ ]	22. **Calculation documents** containing the following data: coordinates of the plat boundary and the unadjusted error of closure of the field traverse that established the plat.
[x]	[ ]	23. **A statement on the plat concerning prior easement rights** as follows: The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.
[x]	[ ]	24. **A statement on the plat concerning utility easements** as follows: An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.
[x]	[ ]	25. **A statement on the plat concerning drainage easements** as follows: An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.
[x]	[ ]	26. **Certification of dedication of all streets, highways and other rights-of-way or parcels for public park or other public use**, signed by the owners and all other parties who have a mortgage or lien interest in the property.

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

Written explanations for any items not checked or checked "No" (attach additional sheets, if necessary):

_____

_____

_____

_____

_____

_____

I hereby submit all information required for final plat review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted. By signing this application, I acknowledge that all public streets and public infrastructure within the plat shall conform to the applicable minimum design standards set forth in the Gardner Municipal Code and the Technical Specifications.

_____ 3/12/2020

Signature of Applicant Date

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

OWNER AFFIDAVIT

I/WE_____, hereby referred to as the "Undersigned", being of lawful age, do hereby on this _____ day of _____, 20___, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

   See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize _____ (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding _____ (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation of partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

   IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

_____ _____

Owner Owner

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20___, by

_____.

My Commission Expires: _____

Notary Public

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: MAY 18, 2020

STAFF CONTACT: LARRY POWELL, BUSINESS & ECO DEV DIRECTOR

Agenda Item: Consider adopting an ordinance approving a rezoning of 14.02 acres from RP-2 (Planning Two-Family Residential) to RP-3 (Planned Garden Apartment) District and associated preliminary development plan for Prairiebrooke Villas

Strategic Priority: Economic Development, Asset and Infrastructure Management

Department: Business & Economic Development

Planning Commission Recommendation:

After review of applications Z-20-06, a rezoning of 14.02 acres located north of the intersection of Kill Creek Rd and W 174th Street, parcel ID CF221422-4007, from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District, and preliminary development plan PDP-20-02 for Prairiebrooke Villas dated April 17, 2020, and staff report dated April 28, 2020, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.
2. Because of the unique context and access configuration of this development, which limits the provision of contiguous green space in the frontage area, the Buffer Edge frontage type will be implemented along Kill Creek Road and Pratt Street rather than on the cul-de-sacs to better meet Code intent.
3. Revise the deviation requests on Sheet 2 of the plan to reflect what has been approved, including the addition of Deviation #12 regarding the Front Entry Feature for the Duplex building type.

Staff Recommendation:

Staff recommended approval of the rezoning and associated preliminary development plan with the conditions outlined below.

1. The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.
2. Because of the unique context and access configuration of this development, which limits the provision of contiguous green space in the frontage area, the Buffer Edge frontage type will be implemented along Kill Creek Road and Pratt Street rather than on the cul-de-sacs to better meet Code intent.
3. Potential condition regarding Deviation #11, Chapter 17.07 ACCESS AND PARKING STANDARDS, Section 17.09.030 Required Parking, E. Bicycle Parking.
4. Revise the deviation requests on Sheet 2 of the plan to reflect what has been approved, including the addition of Deviation #12 regarding the Front Entry Feature for the Duplex building type.

and recommended the Planning Commission forward the recommendation for approval to the Governing Body.

Background/Description of Item:
This infill development is located a little over a half mile from the Gardner Edgerton High School near the St. John's Highlands and Double Gate subdivisions north of the Gardner Municipal Airport. The property was annexed on September 5, 2000; rezoned to PUD (Planned Urban Development) District in 2001 (as part of an approved preliminary development plan and preliminary plat for Prairie Brooke which included single-family detached homes, row houses, multi-family homes and other non-residential uses); and rezoned in 2004 to RP-2 (Planned Two Family Residential) District (as part of a revised plan for single family, multi-family, and non-residential uses). It has remained vacant since first annexed almost 20 years ago although the area has long been planned for mixed density housing options.

This preliminary development plan accommodates 20 lots on 7.34 acres to include 76 dwelling units and an additional 4.46 acres of open space. The plan includes 18 4-unit townhomes and 2 duplexes. The modest 4-unit townhomes are approximately the same size and scale as the existing duplexes south of the development. The development is also arranged in a low-density format with larger lots and less building coverage, contributing to existing neighborhood character. The development is separated from the single-family developments to the north and east by a stream corridor and open space tract approximately 100 feet wide and greater.

The developer is leveraging a variety of funding sources with federal, state and county partners to provide much-needed workforce housing in Gardner. These programs will ensure the long-term affordability and maintenance of these rental homes for area workers. Additionally, the two duplexes are designed to meet ADA requirements to serve those with mobility challenges.

The property has some development challenges in accommodating the floodplain and stream corridor and ensuring compatibility with the existing road network connections. The development will involve the extension of Pratt Street to connect Kill Creek Road with W 174th Street. The majority of homes are located on three cul-de-sacs, which are designed with a greater radius to meet the revised requirements of Johnson County Fire District #1 to accommodate their equipment. The open space will provide for the extension of the trail system along the stream corridor.

The project addresses Comprehensive Goals for housing variety to support on-going investment and attract new residents, promote infill residential development within incomplete subdivisions, and locate new residential development within close proximity to schools and parks. This housing will meet the needs of seniors who want to age in place, and others who are looking for an affordable, low maintenance housing option. The development addresses demand as identified in the *Gardner Main Street Corridor Plan Market Analysis* for renter-occupied housing that meets the needs of households with an income range between $35,000 and $50,000, a range that corresponds with estimates of the income earning potential offered by nearby employers. The study indicates that these households are largely priced out of the homeownership market in Gardner.

Staff finds that this rezoning request is compatible with the context of the area, addresses changing housing needs and demand, and is compatible with housing goals of the Comprehensive Plan. The deviation requests on the preliminary development plan that were recommended for approval by the Planning Commission generally accommodate the site

constraints and the strict limits for affordability imposed on the project by the funding programs that are being leveraged to provide workforce housing.

At the April 28, 2020 Planning Commission meeting, the Commission held a public hearing regarding the rezoning application. One person spoke in opposition to the project. The Planning Commission recommended approval of the rezoning and preliminary development plan by a unanimous vote of 7-0.

ACTIONS

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

1. Adopt such recommendation by ordinance, (simple majority vote)
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body, or
3. Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

Financial Impact:

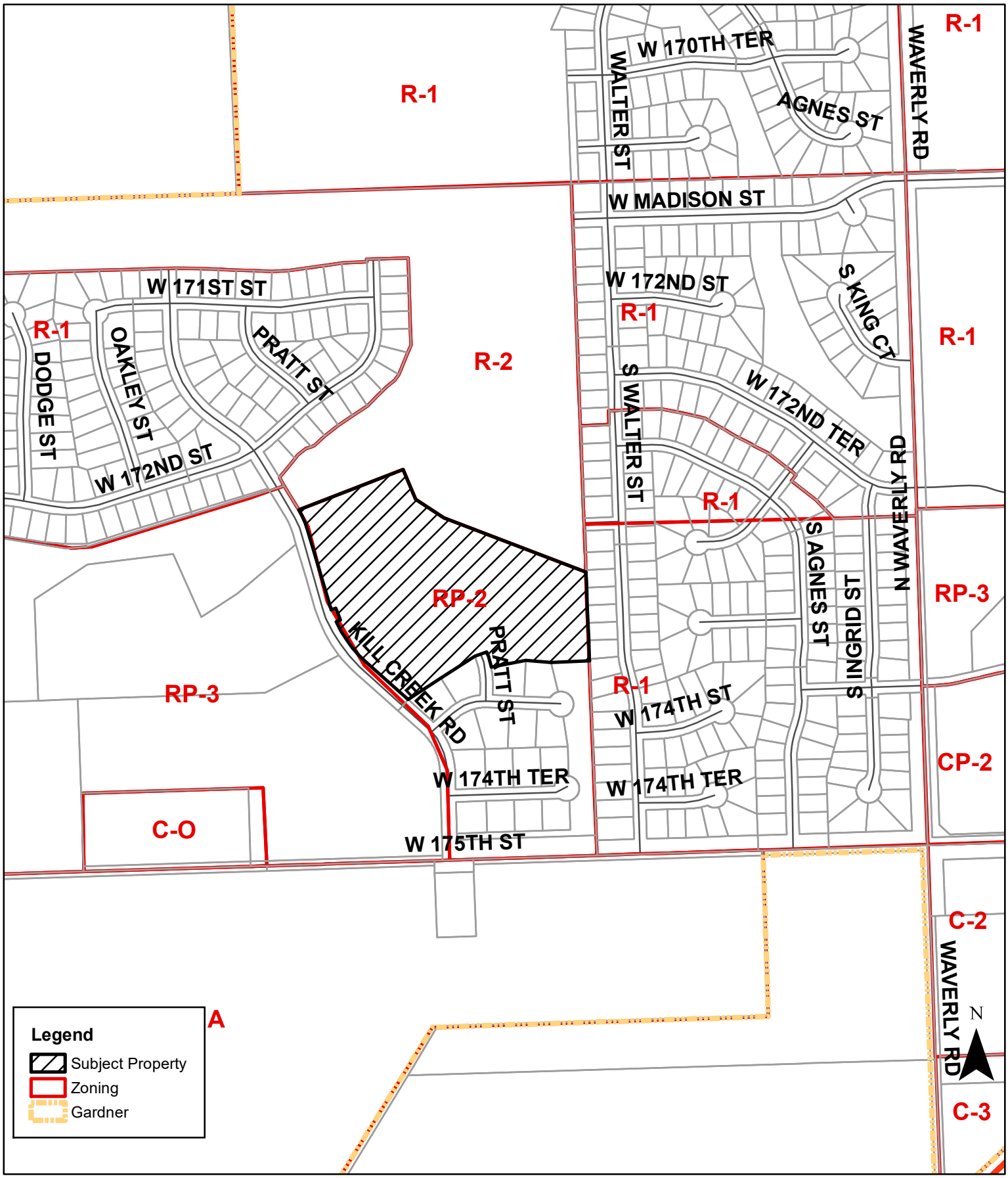
None at this time.

Attachments included:

- Vicinity Map
- Ordinance
- Preliminary Development Plan document
- April 28, 2020 draft Planning Commission minute excerpt
- Planning Commission packet

Suggested Motion:

Accept the recommendation of the Planning Commission and adopt Ordinance No. 2664, an ordinance changing the zoning classifications or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.



Gardner City Council
Z-20-06(PDP-20-04): Rezoning from RP-21 to RP-3 for Prairiebrooke Villas
Meeting Date: May 18, 2020

Map Date: 5/5/20

ORDINANCE NO. 2664

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

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

SECTION ONE: That having received a recommendation from the Planning Commission on April 28, 2020, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described properties located north of the intersection of Kill Creek Rd and W 174th Street shall hereafter have a zoning classification of RP-3 (Planned Garden Apartment) District in accordance with preliminary development plan PDP-20-02 for Prairiebrooke Villas dated April 17, 2020, and subject to the following conditions:

1. The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.
2. Because of the unique context and access configuration of this development which limits the provision of contiguous green space in the frontage area, the Buffer Edge frontage type will be implemented along Kill Creek Road and Pratt Street rather than on the cul-de-sacs to better meet Code intent.
3. Revise the deviation requests on Sheet 2 of the plan to reflect what has been approved, including the addition of Deviation #12 regarding the Front Entry Feature for the Duplex building type.

CASE NO. Z-20-06(PDP-20-02)

Rezoning from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District:

Legal Description:
All that part of the West Half of the Southeast Quarter of Section 22, Township 14 South, Range 22 East of the 6th Principal Meridian now in the City of Gardner, Johnson County, Kansas and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 22; thence North 88°12’50” East along the South line of said Southeast Quarter a distance of 1310.47 feet to the Southeast corner of the West Half of the Southeast Quarter of said Section 22; thence along the East line of said West Half, said East line also being the East line of PRAIRIEBROOKE and the West line of DOUBLE GATE IV both being subdivisions of land in said City, County and State, North 02°13’55” West a distance of 771.73 feet to the Northeast corner of said PRAIRIEBROOKE and the POINT OF BEGINNING of the herein described tract of land; thence along the North line of said PRAIRIEBROOKE the following six (6) courses; thence South 87°46’04” West a distance of 153.26 feet; thence North 85°11’51” West a distance of 100.00 feet; thence South 79°05’00” West a distance of 139.93 feet; thence Northwesterly along a curve to the left whose initial tangent bears North 10°55’00” West with a central angle of 09°34’20” a radius of 375.00 feet and an arc length of 62.65 feet; thence South 69°30’42” West a distance of 50.00 feet; thence South 57°08’17” West a distance of 316.75 feet to the Northwest corner of Lot 16 of said

PRAIRIEBROOKE and the Easterly right-of-way line of Kill Creek Road as now established by PRAIRIEBROOKE VILLAGE a subdivision of land in said City, County and State; thence along the Easterly right-of-way line of said Kill Creek Road the following eight (8) courses; thence North 48°16'16" West a distance of 220.15 feet; thence along a curve to the right with a central angle of 23°19'55" a radius of 500.00 feet and an arc length of 203.61 feet; thence North 67°55'37" East a distance of 19.39 feet; thence North 22°04'23" West a distance of 50.00 feet; thence South 67°55'37" West a distance of 19.39 feet; thence along a curve to the right whose initial tangent bears North 19°12'25" West with a central of 02°45'21" a radius of 500.00 feet and an arc length of 24.05 feet; thence North 16°27'06" West a distance of 309.16 feet; thence along a curve to the left with a central angle of 14°40'35" a radius of 330.00 feet and an arc length of 84.53 feet; thence departing said right-of way line North 68°52'21" East a distance of 442.44 feet; thence South 23°21'30" East a distance of 127.78 feet; thence South 56°55'36" East a distance of 133.37 feet; thence South 69°00'43" East a distance of 603.85 feet to the East line of the West Half of said Southeast Quarter and the West line of said DOUBLE GATE IV; thence South 02°13'55" East along said lines a distance of 351.86 feet to the POINT OF BEGINNING. Containing 610,857 square feet or 14.0233 acres, more or less.

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

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

PASSED by the Governing Body this 18th day of May, 2020.

SIGNED by the Mayor this 18th day of May, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

Attest:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

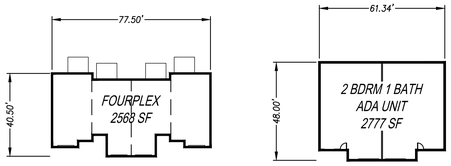
(Case No. Z-20-06(PDP-20-02))

PRELIMINARY PLAT Z-20-05 / PRELIMINARY DEVELOPMENT PLAN PDP-20-02

"PRAIRIEBROOKE VILLAS"

LOTS 1 THRU 20, TRACTS A & B

PART OF THE W$\frac{1}{2}$, SE $\frac{1}{4}$, SECTION 22-T14S-R22E,
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



PROPOSED BUILDING FLOOR PLAN
Scale: 1" = 30'

NOTES:

1. Tracts "A" and "B" are intended for open space and shall be dedicated to the City of Gardner, Kansas. The City of Gardner shall be responsible for all maintenance.
2. All utility easements will be dedicated to the City of Gardner with the Final Plat. The City of Gardner shall be responsible for all utility repair and maintenance.
3. All streets shall be paved per City of Gardner, Kansas city standards.
4. All sidewalks shall be constructed with Portland cement concrete.
5. All trees in Lot areas to be removed.

Deviation No.	Item to be deviated from	Requirement	Proposed
1	Block Length	500 feet Minimum	Less than 500 feet
2	Block Area	5 acres	Less than five acres
3	Front Entry Feature	Front Entry Feature-8'x8 Stoop-Unenclosed	Interior 2-Bedroom units will have a 7' wide X 3' unenclosed covered walk space (7' X 4'6" walk space including uncovered space) separated from the 3-Bedroom units; the 3-Bedroom units will have a 7' X 1'6" unenclosed walk space separated from the 2-Bedroom units
4	Garage Limits-Duplex Building Type	25% of Façade for front loaded garage	63%
5	Access Width Limit-Duplex Type	25% of Lot Width up to 36' Max per access point	32%- 26' Lot 8, 28%-26' Lot 10
6	Frontage Type	Neighborhood Yard	Buffer Edge
7	Lot width Range for Row Houses	Range width of 72'-144'	Lots 1 and 2 exceed the 144'
8	Lot area range for Row Houses	8000 sf- 18000 sf	Lots 2,3,6,9,18 and 19 exceed 18,000 sf
9	Front Setback Range for Row Houses	10'-25'	Several lots exceed the 25' maximum setback
10	Access Width Limits-Buffer Edge Frontage Type	25% of Lot Width up to 36' Max per access point	Several lots exceed the 25% maximum of Lot width for access with smaller width drives (29-48%)
11	Bicycle Parking for Multi-Family Uses	One bike space per unit	None

LEGEND

Existing Section Line	Proposed Right-of-Way
Existing Right-of-Way Line	Proposed Property Line
Existing Lot Line	Proposed Lot Line
Existing Easement Line	Proposed Easement
Existing Curb & Gutter	Proposed Curb & Gutter
Existing Sidewalk	Proposed Sidewalk
Existing Storm Sewer	Proposed Storm Sewer
Existing Storm Structure	Proposed Storm Structure
Existing Waterline	Proposed Fire Hydrant
Existing Gas Main	Proposed Waterline
Existing Sanitary Sewer	Proposed Sanitary Sewer
Existing Sanitary Manhole	Proposed Sanitary Manhole
Existing Contour Major	Proposed Contour Major
Existing Contour Minor	Proposed Contour Minor
	Future Curb & Gutter

PROJECT SUMMARY:

EXISTING ZONING: "RP-2" PLANNED TWO-FAMILY RESIDENTIAL DISTRICT
PROPOSED ZONING: "RP-3" PLANNED GARDEN APARTMENT DISTRICT
STREET TYPE: LOCAL - NEIGHBORHOOD STREET
BUILDING TYPES: DUPLEX AND ROW HOUSE
FRONTAGE TYPE: BUFFER EDGE
OPEN & CIVIC SPACE : TRAIL / GREENWAY
AREA - LOTS: 20 (319,662 S.F. / 7.34 ACRES)
AREA - OPEN & CIVIC SPACE: 2 TRACTS (194,434 S.F. / 4.46 ACRES)
AREA - RIGHT-OF-WAY: 4 STREETS (96,761 S.F. / 2.22 ACRES)
TOTAL AREA - SUBDIVISION: 610,857 S.F. / 14.02 ACRES
OVERALL PROJECT DENSITY: 5.4 UNITS PER ACRE
BUILDING SUMMARY: 18 - 4PLEX 2 - DUPLEX
UNIT SUMMARY: DUPLEX - 2 UNITS PER 2 LOTS = 4 UNITS
4PLEX - 4 UNITS PER 18 LOTS = 72 UNITS
TOTAL = 76 UNITS
REQUIRED SIDEWALK: 5' WIDE SIDEWALK BOTH SIDES OF STREET

LOT AREAS

LOT NO.	SQUARE FEET	ACRES	BUILDING COVERAGE %	LOT NO.	SQUARE FEET	ACRES	BUILDING COVERAGE %
1	16,523	0.38	21	12	14,946	0.34	23
2	19,768	0.45	17	13	13,005	0.30	26
3	18,856	0.43	18	14	12,780	0.29	27
4	17,689	0.41	19	15	15,952	0.37	21
5	17,047	0.39	20	16	13,395	0.31	26
6	22,948	0.53	15	17	12,913	0.30	26
7	12,734	0.29	27	18	18,512	0.42	18
8	12,578	0.29	22	19	21,658	0.50	16
9	18,019	0.41	19	20	15,894	0.36	22
10	11,234	0.26	25	TRACT A	158,249	3.63	N/A
11	13,230	0.30	26	TRACT B	36,185	0.83	N/A

0 50' 75' 100'
SCALE IN FEET

DEVELOPER
OIKOS DEVELPMENT CORP.
1712 MAIN STREET, SUITE 206
KANSAS CITY, MO 64108
(816) 352-4258
CONTACT - MICHAEL SNODGRASS

ENGINEER
Hg CONSULT, INC.
CONTACT - KEVIN STERRETT
(816) 703-7098

Prepared: March 13, 2020

DATE	REVISION	NO.	BY	CK'D BY
04/17/20	REVISED PER CITY'S COMMENTS	2	SPW	RKS
04/03/20	REVISED PER CITY'S COMMENTS	1	SPW	RKS
03/13/20	SUBMITTAL TO CITY		SPW	RKS

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES

R. KEVIN STERRETT, KS E-21889
March 13, 2020

Hg Consult Inc engineers planners
11010 Haskell Street, Suite 210, Kansas City, Kansas 66109
CORPORATE LICENSE No. E2010000573 (MO) / E-1736 (KS)

PRELIMINARY PLAT Z-20-05 / PRELIMINARY DEVELOPMENT PLAN PDP-20-02
BUILDING FLOORPLANS & UTILITIES

PRAIRIEBROOKE VILLAS
CITY OF GARDNER - JOHNSON COUNTY - KANSAS

X-REF NO. 20-004 BASE
DRAWING NO. 20-004 PRELIMINARY PLAT
DATE April 17, 2020
JOB NO. 20-004
SHEET 2 OF 2

EXCERPT OF PLANNING COMMISSION MEETING MINUTES
CITY OF GARDNER, KANSAS
Tuesday, April 28, 2020

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order using Zoom at 7:00 p.m. on Tuesday, April 28, 2020, by Chairman Scott Boden.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Deaton
Commissioner Ford
Commissioner Hansen
Commissioner McNeer
Commissioner Meder
Commissioner Simmons-Lee

Staff members present:
Larry Powell, Director, Business & Economic Development
Kelly Drake Woodward, Chief Planner
Michelle Leininger, Principal Planner
Robert Case, Planner
Ryan Denk, City Attorney (via phone)

The applicants of the cases and members of the public who submitted their request to speak in advance of the meeting were present via Zoom.

REGULAR AGENDA

2. **PRAIRIEBROOKE VILLAS**
   Located north of the intersection of Pratt Street and 174th Street, east of Kill Creek Rd.
   a. **Z-20-06**: **(PDP-20-02)** Hold a public hearing and consider rezoning of approximately 14 acres from RP-2 District to RP-3 District and the associated preliminary development plan for Prairiebrooke Villas.
   b. **PP-20-05**: Consider a preliminary plat for a 20-lot multi-family subdivision.

   Chairman Boden asked if any of the commissioners had any ex parte contact with the public on this item. Both Ford and Meder said their neighborhood Facebook pages had comments about this rezoning but neither participated in the postings.

DRAFT

Kelly Drake Woodward, Chief Planner, presented this request to rezone 14 acres from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District. The property includes 14 acres of land located less than a ¼ mile north of W 175th Street along Kill Creek Road, north of the Gardner Municipal Airport. It has been rezoned for a mix of single-family, multi-family and office uses several times, but has remained undeveloped. North of the subject property there is a parcel that was recently approved for rezoning from R-1 to R-2 for Breckenwood Creek Subdivision. Abutting the eastern boundary of the property, across the vegetated stream corridor, are five single-family residences in the Double Gate IV Subdivision. Abutting the southern boundary of the property are four duplex lots in Prairiebrooke Subdivision that have a similar size footprint and scale to the proposed townhomes. West of the subject property, across Kill Creek Road, are multiple parcels with RP-3 zoning for planned apartments. The property, in agricultural use, is currently not platted. The development will be accessed from existing Kill Creek Road and the extension of Pratt Street. All utilities are located along the boundaries or through the site. The parcel also contains an existing stream and floodplain. It is indicated for Low Density Residential future land use on the Future Land Use plan of the Comprehensive Plan, adopted in 2014. The Planning Commission has initiated a potential amendment to the Future Land Use plan for areas that were not addressed in other recent plans. Low Density Residential as defined here is consistent with single-family, duplex, and triplex uses arranged in a low density format on larger lots with buildings in character with typical single family homes.

The development plan includes 20 lots on 7.34 acres, 2.22 acres of right-of-way, and 4.46 acres of open space for a total of 14.02 acres. There are a total of 76 dwelling units in 18 4-unit townhomes and 2 2-unit duplexes. The street type is Local – Neighborhood, and the Open and Civic Space type is Trail/Greenway. The proposed frontage type is Buffer Edge. As proposed, the development presents a lower-density pattern by exceeding minimum required lot area, supporting a substantially lower building coverage percent than the maximum allowed. For the 4-unit Row Houses, the minimum lot area is 8,000 sf, but the average proposed lot size is more than double that at 16,437 sf. Similarly, the Row Houses are permitted a maximum building coverage of 70%, but proposed building coverage is only 21.5%. Although the proposed row house buildings contain more dwelling units, the building footprint, at 2,568 sf, is comparable to a duplex or triplex. Elevations of the 2- and 3-bedroom row houses that each have a single-car garage were shown.

The housing goals of the Comprehensive Plan that are supported by this plan are as follows:

- Support on-going investment in housing and attract new residents.
- Ensure that the housing stock responds to a variety of users, including young professionals, new families, empty-nesters and seniors in need of assistance.
- Provide a range of options allows support for all income levels to move toward home ownership.
- Encourage the development of housing and support services to allow seniors to age in place.
- Promote infill residential development within incomplete subdivisions.
- Ensure new residential developments are sited within close proximity and with

access to schools and parks.
- Provide flexibility where necessary to accommodate a variety of housing types and intensities.

The associated preliminary development plan supports the Civic and Environment goals of the Comprehensive Plan by:
- Including dedication of land for a trail as consistent with the future trails shown on the Bike & Pedestrian Plan of the Comprehensive Plan, which indicates the requirement for trail connections through residential areas and floodplains as a component of new neighborhood development; and
- Preserving the greenway corridor that follows Kill Creek and serves as natural flood mitigation infrastructure and ecological corridors as provided in the Environmental Features Plan of the Comprehensive Plan.

Staff also considered findings from a market analysis done for the Main Street Corridor Plan that supports this development. For example, the City's growth since 2000 was driven by young families seeking affordable homes, increased demand for rental housing, and a continued, probable housing demand for households with incomes of $35K-$50K.

The Staff findings for this project are as follows:
- Within this planned context the proposed multi-family buildings are comparable in size and scale to existing adjacent duplexes, and are separated from existing single-family uses by a large vegetated stream buffer. The overall pattern is a lower density format based on larger lot sizes that is consistent with the character of the neighborhood.
- The plan addresses the changing housing needs and demand as presented in the *Gardner Main Street Corridor Plan Market Analysis* of 2018.
- This infill lot has long remained undeveloped and offers some limitations – flood plain and stream setback, existing road connections, existing infrastructure.
- The smaller blocks support greater walkability. The larger lots support greater open space and a feeling of lower density which is more consistent with existing land use patterns.
- This developer is attempting to bring much needed workforce housing to the City of Gardner. This kind of housing is in demand in almost every community, but will be especially consistent with the needs of people working in nearby job centers.
- The applicant has requested flexibility in the standards to accommodate a housing type that will meet the affordability guidelines associated with various funding sources that are being leveraged to provide workforce housing.
- Increasing the supply of affordable housing supports the long-term security, health, safety and welfare of the community.

There were 12 deviations requested by the applicant as follows:

<u>Duplex Deviation Requests</u>

Deviation 12: Duplex
Section 17.07.030 Building Design Standards, (B.2.a) Primary Entry Features, Residential buildings

Standard: An unenclosed stoop that is at least eight feet by eight feet and includes ornamental features to accent the door, such as a canopy, transom windows, enhanced trim and molding or other similar accents.
Proposed: The two Duplexes are designed with a 5' x 4' dedicated "stoop" in front of the entry doors to each duplex living unit which is bordered by the side wall of the garages and then another 4' x 4' sidewalk connection to the drive from the 'stoop' area beyond the garage side wall.

The applicant requested this to meet regulations for state funding to install zero threshold doors for ADA compliance. Staff supports this deviation request.

Deviation 4: Duplex
Section 17.07.040 Specific Building Type Standards, Duplex building type
Standard: Garage Limits = 25% of facade if front-loaded; up to 45% if set back 15'+ from front building line; no limits if side, rear or detached.
Proposed: Garage Limits = 63% front loaded and not setback (56% as measured by staff using just the garage door width).

Applicant wanted to provide an accessible garage size for parking vehicles inside so the percentage of façade needed to be increased. The Code intent is to limit front-loaded garage access where there is a close relationship of building to the street and/or narrow lots with frequent repetition along the block. Based on the input of developers, staff acknowledges that the alternative solution of side or rear-access garages may increase development costs due to more paved surfaces or larger lot sizes, which may not be consistent with the goal of providing long-term housing affordability. The Code allows Administrative Adjustments for building design standards when an equal or better alternative is provided. The applicant is using larger lot sizes and reduced building coverage instead of narrow lots. While there is frequent repetition along the block, the buildings will be setback further, reducing the impact of the front garages. Finally, the Duplexes are designed to meet ADA accessibility standards, thus providing a different, but much needed, community benefit. Staff supports this deviation.

Deviation 6: Duplex
Section 17.07.040 Specific Building Type Standards, Frontage type for the Duplex building type
Standard: The Duplex building type built on a Local – Neighborhood street type would be required to use the Neighborhood Yard frontage type.
Proposed: Buffer Edge frontage type.

Applicant requested this so the frontage type will provide consistency across the entire development. Staff supports this deviation.

Deviation 5: Duplex
Section 17.07.050 Frontage Design Access Width Limits

Standard:

- Neighborhood Yard frontage type - access width limits of **15%** of the lot width, up to a **20'** maximum per access point.
- Buffer Edge frontage type – access width limits of **25%** of lot width, up to **36'** maximum for any single access point.

Proposed: Lot 8 Duplex = **32%** access width (**26'** wide); and Lot 10 Duplex = **28%** access width (**26**' wide).

The intent of the standard is to create aesthetics that support compact and walkable development, such as less concrete and fewer driveway crossings for pedestrians on the sidewalks. Based on the reasoning in support of the increase in the front-loaded garage widths in deviation 4 above, and further provided that the Planning Commission approves deviation 4, staff is also supportive of this corresponding deviation request to increase driveway width. Because these units are intended for people with mobility challenges, staff supports this deviation to allow these driveways for easy, convenient access.

<u>Row House Deviation Requests</u>

Deviation 3: Row House

Section 17.07.030 Building Design Standards, (B.2.a) Primary Entry Features, Residential buildings

Standard: An unenclosed stoop that is at least eight feet by eight feet and includes ornamental features to accent the door, such as a canopy, transom windows, enhanced trim and molding or other similar accents.

Proposed: Row Houses – Interior 2-bedroom units will have a 7' wide x 3' deep unenclosed covered walk space (7' x 4'6" walk space including uncovered space) separated from the 3-bedroom units; the 3-bedroom units will have a 7' x 1'6: unenclosed walk space separated from the 2-bedroom units.

The applicant has proposed different dimensions for a stoop related to fire separation design and accommodating natural lighting. Finding that the alternate design offers community benefits by supporting workforce housing, and finding no anticipated incompatibilities, staff supports this deviation request.

Deviation 7: Row House

Section 17.07.040 Specific Building Type Standards, Row House Lot Width

Standard: The Row House building type lot width range is 18' – 36' per unit. For a 4plex, this would be a range of 72' – 144'.

Proposed: Lot 1 (approx. 152' wide) and Lot 2 (approx. 150' wide) exceed the 144' maximum lot width.

Applicant requested this due to the constrained alignment of Pratt Street causing excess lot frontage assigned to Lots 1 and 2. Lot 1 is 8 ' longer than required and Lot 2 is an irregular shaped corner lot (150' approximately at front building line as measured by staff). This is an infill site with pre-existing design constraints. Staff supports this minimal deviation request.

Deviation 8: Row House
Section 17.07.040 Specific Building Type Standards, Row House Lot Area
Standard: The Row House building type lot area range is 2,000 sf – 4500 sf per unit. For a 4-plex, this would be a range of 8,000 sf – 18,000 sf.
Proposed: Lot 2 **(19,786 sf)**, Lot 3 **(18,856 sf)**, Lot 6 **(22,948 sf)**, Lot 9 **(18,019 sf)**, Lot 18 **(18,512 sf)**, and Lot 19 **(21,658 sf)** exceed the upper range for lot area.

Applicant requested this, similar to Deviation 7. Because of the area of the developable part of the parcel and the constrained alignment of Pratt Street, various lots have excess area. This is an infill site with pre-existing design constraints. Staff agrees with applicant's statement and is supportive of this deviation request.

Deviation 9: Row House
Section 17.07.040 Specific Building Type Standards, Row House Front Setback
Standard: The Row House building type front setback range is 10' – 25'.
Proposed: Nineteen of twenty lots exceed the 25' maximum setback. (Staff has calculated the deviations to be an Average of 35.79' and a Mean of 35.42').

Applicant requested that moving the buildings back allows for greater off-street parking opportunities which will assist with drivability and emergency crew access to the development. Staff suggested that the applicant propose a greater front setback to help accommodate more off-street parking and reduce on-street parking. Two cul-de-sacs have availability for on-street parking but the row houses along Pratt Street and on Valley Spring Court have limited opportunity for on-street parking. Staff supports this deviation request.

Deviation 10: Row House
Section 17.07.050 Frontage Design, Buffer Edge frontage type, Access Width Limits
Standard: The Buffer Edge frontage type Access Width Limit is **25%** of lot width up to a maximum of **36'** for any single access point.
Proposed: All lots exceed the 25% maximum of Lot width **(29-48%)** for access but none exceed the maximum for any single access point. Staff has calculated the average access width to be almost 40% of lot width total, with a mean of 39%. In summary, the deviation is to exceed the maximum percentage access width limit on all Row House lots up to 48%, with no single access > **22'** wide.

Applicant requested this deviation because due to the longer drives and slightly higher percentage of lot width, there will be an increase in parking in front of the buildings and less on-street parking. Staff concluded there is no numerical garage limit for front-loaded garages in the R-3 district. Since front-loaded garages are not restricted in this district, it makes sense that access width, as a percentage of total lot width, would be exceeded when

accommodating multiple front driveways. However, the Row House driveways are configured to narrow at the right-of-way (except for the two middle units which have a combined driveway, hence the 22' wide driveway) so they have minimized this deviation request. Staff supports this deviation request within this context.

General Deviation Requests

Deviation 1: Street Network and Design
Section 17.04.010 Street Networks and Street Design, Table 4-1: Block Sizes and Connectivity, Suburban Planning Context
Standard: Block length – 500' minimum.
Proposed: All blocks less than 500' in length.

Staff supports this deviation – while the Code does not provide for shorter blocks, the development meets other block intent by arranging the development to be least disruptive to existing topography and preserving the natural features. The Code calls for a particular block layout unless dictated by overriding development patterns outside the control or impact of the project, as in this case

Deviation 2: Street Network and Design
Section 17.04.010 Street Networks and Street Design, Table 4-1: Block Sizes and Connectivity, Suburban Planning Context
Standard: Block area – 5 acre minimum.
Proposed: All blocks less than 5 acres.

Based on the limitations of this infill site, all blocks are less than 5 acres. Staff supports this deviation for the same reasons as Deviation 1.

Deviation 11: Access and Parking
Section 17.09.030 Required Parking, E. Bicycle Parking
Standard: Multi-family residential uses within 1,000' of a designated bicycle route or trail shall provide 1 bicycle parking space per dwelling unit.
Proposed: No bicycle parking.

Staff has recommended the Planning Commission discuss this deviation request. Code requires 1 bicycle parking space per dwelling unit. As every dwelling unit has an attached garage, it will be possible for bicycles for tenants to be stored in the garage. It may be beneficial to provide some bicycle parking adjacent to the trail access points so that visitor's bicycles will be secure.

Ms. Woodward continued that although staff supports the use of the Buffer Edge frontage type for the entire development, it is likely that the impact of this frontage type will not be realized when utilized on lots with multiple driveways. As configured for this district, the buffer would exist on the front 8' of the lot adjacent to the sidewalk, with 1 tree per 50 linear feet and 1 shrub per 10 linear feet. Staff recommends implementation of the Buffer Edge along Kill Creek Road and Pratt Street rather than on the cul-de-sacs. There are

too many driveways to include anything other than the required Street Trees along the cul-de-sacs, and Staff believes the perimeter buffer will be more effective in this context. Staff recommends this be clarified as a condition of approval.

Commissioner Meder was interested in knowing why there were only 2 lots for duplexes yet a goal was to allow seniors to age in place. She said she would like the developer to address it.

PUBLIC HEARING

Mr. Colin Bonebrake, 31850 W 171st St, stated he is a police officer in Johnson County, a resident of Gardner and had concerns on the different housing types. He does not think this development fits well with the Comprehensive Plan and cited several pages in support, such as the plan is not consistent with low density. He felt the subdivision behind this one would satisfy the different housing types and that character and quality of housing (as defining attributes of the City) are not represented in this proposed development. He said that affordable housing is currently available within the City with plenty of single family homes and rental properties. He said low income housing did not fit in the area with the average homes being $180K - 220K. The project was targeted to first responders and young professionals of which he was both yet he could afford to live there with no issues. His experience with crime daily is tied to different housing types from single family homes having the fewest problems followed by multi-family and apartments and low income homes having the most crime. He stated crime statistics from Nottingham Village apartments for 2019. He compared that to crime in St. Johns Highlands, a single family subdivision and Prairiebrooke Duplexes, within the same time frame. He stated the more people who live in a geographic area the more problems and crime occurs. His final concern was with traffic and parking and the fact that there are more people per rental units than other units. He felt there could be 2-3 cars per unit for this development. With the driveways being short, buildings built on a slab with no basements, garages would be used for storage resulting in more parked cars on streets. Potentially, this could be a concern for fire apparatus, police and ambulances. Other traffic concerns are at 175th and Kill Creek, Waverly and the stop sign at Santa Fe St and US 56. He said the additional cars in the area from the 76 units would mean more crashes and safety concerns for the many children who play there. He did not feel there was a benefit to the subdivision for this new development, rather more calls to police, diminished appeal to the area and influx in traffic.

Mr. Michael Snodgrass, OIKOS Development and applicant, said he is working with tax laws to provide funding for different types of housing. In response to the question about the low number of ADA units, he decided to focus on workforce housing and wanted to make sure they met housing needs of all different demographics including seniors or anyone with disabilities. This housing was to be for those in the $30K - $50K income level for first time buyers. It is difficult to build homes for working families below that range as many are priced out when trying to buy a house. He stated they took a mixed income approach on trying to fit as many working families into different categories as they could. The rent would not be more than 30% of their

income. The development is different in that it is not an apartment complex. Townhomes were intentionally chosen for a different atmosphere so each unit has its own space with no common corridors.

Motion to close the Public Hearing made by McNeer and seconded by Ford.

Motion passed 7-0.

COMMISSION DISCUSSION

Commissioner Ford asked if the need for bicycle parking was part of there being a proposed trail in the area or if it was because of the number of homes being close together.

Ms. Woodward replied it was both because it was a multi-family development within 1,000 feet of a designated bicycle route or trail.

Meder asked if the best planning approach was to include only two duplexes for the City's ADA community. She wanted to know it that fit best with the plan or due to the financials.

Mr. Snodgrass answered he had spoken with the County and worked on whether to make this all senior and ADA or nothing. They discussed the loss of affordable housing within the County and it was a choice of senior or workforce. Due to the location, it was decided to build workforce and his experience has shown that ADA options with workforce were not as utilized as one would expect. He said they did want to do some ADA and going forward if they see the need for senior or ADA, it could be an option.

Meder said she liked the plan and the option for future flexibility. She then inquired if a local company would manage these rentals.

Mr. Snodgrass replied there were a couple of local property management companies he was looking into to make sure they had the right fit. There would be no clubhouse onsite so his goal was to make renters feel like this was their own home and not a rental. A pool and clubhouse would give more of an apartment feel.

Boden spoke in response to Mr. Bonebrake's comments. He said this property was already zoned as RP-2 which was duplexes and was proposed to change to RP-3. The row homes proposed would not take any more space than the duplexes that would have been built there under RP-2. He appreciated the crime statistics presented but noted some of the places used as examples were higher density than this proposal. The Planning Commission was looking at zoning and development codes for certain items so if the City says a traffic study is positive then the Commission is satisfied with the traffic issue. He felt that many homes being built as starter homes were more like mid-level homes and that these were needed in Gardner.

There were comments made by several of the commissioners and it was agreed that no designated bicycle parking was necessary. The suggested motion was revised to eliminate the condition (number 3) regarding bicycle parking.

Motion made after review of applications Z-20-06, a rezoning of 14.02 acres located north of the intersection of Kill Creek Rd and W 174th Street, parcel ID CF221422-4007, from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District, and preliminary development plan PDP-20-02 for Prairiebrooke Villas dated April 17, 2020, and staff report dated April 28, 2020, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. **The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.**
2. **Because of the unique context and access configuration of this development which limits the provision of contiguous green space in the frontage area, the Buffer Edge frontage type will be implemented along Kill Creek Road and Pratt Street rather than on the cul-de-sacs to better meet Code intent.**
3. **Revise the deviation requests on Sheet 2 of the plan to reflect what has been approved, including the addition of Deviation #12 regarding the Front Entry Feature for the Duplex building type.**

Motion made by McNeer and seconded by Ford.

Motion passed 7-0.

PLANNING COMMISSION STAFF REPORT — REGULAR AGENDA ITEM NO. 5A
MEETING DATE: APRIL 28, 2020
PREPARED BY: KELLY DRAKE WOODWARD, AICP, CHIEF PLANNER

PROJECT NUMBER / TITLE: Z-20-06 Rezoning, PDP-20-02 Preliminary Development Plan for Prairiebrooke Villas

PROCESS INFORMATION

Type of Request: Zoning Map Amendment and Preliminary Development Plan
Date Received: March 13, 2020

APPLICATION INFORMATION

Applicant: OIKOS Development Corporation (Michael Snodgrass)
Owner: Owner Finance LLC (Tim Gates)
Parcel ID: CF221422-4007
Location: North of W 174th Street along the east side of Kill Creek Rd.

REQUESTED ACTION

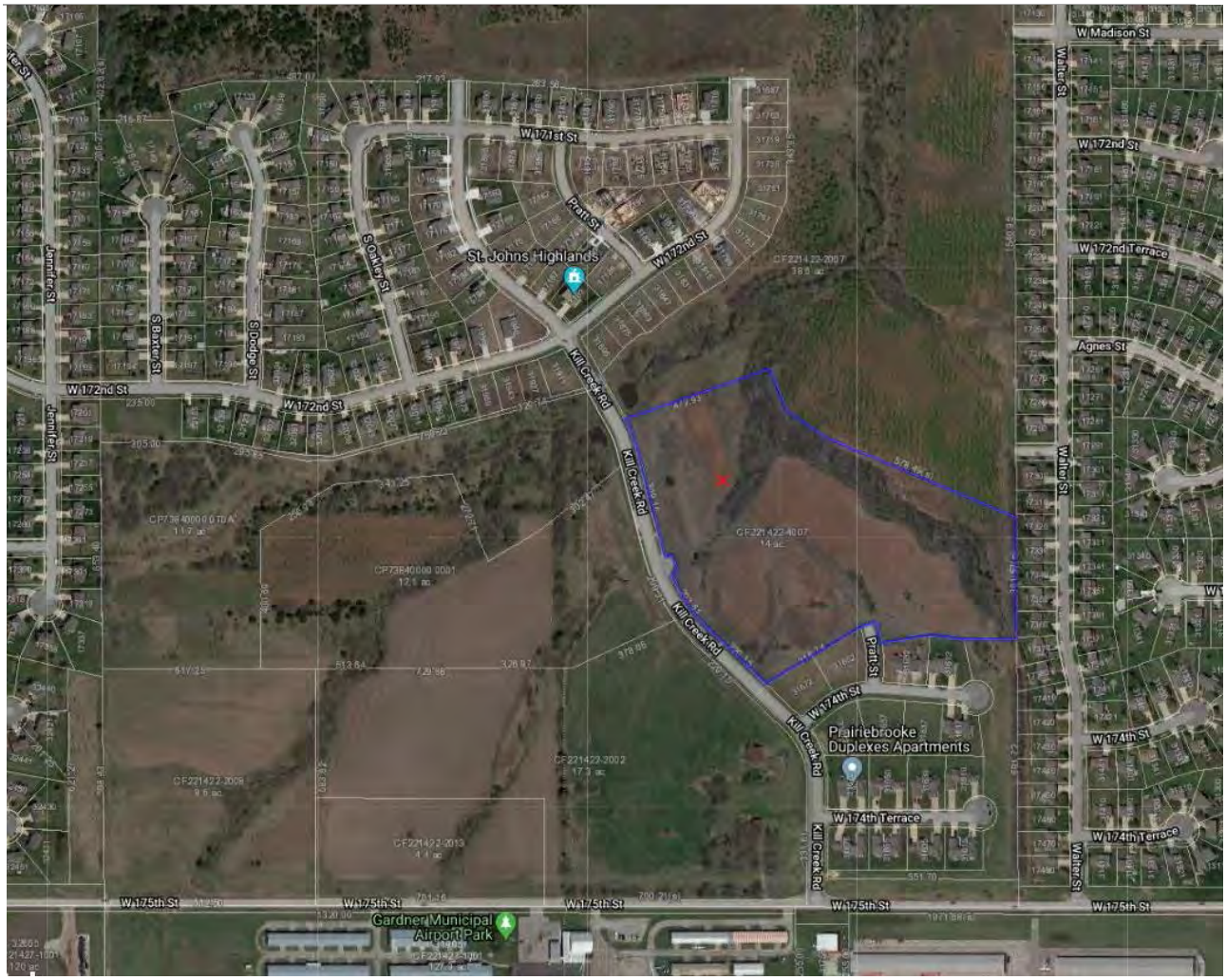
Hold a public hearing on and consider a request to rezone 14 acres from RP-2 (Planning Two-Family Residential) to RP-3 (Planned Garden Apartment) District; and consider approval of the associated Preliminary Development Plan containing 76 dwelling units including eighteen 4-unit Row Houses and two Duplexes.

EXISTING ZONING AND LAND USE

The site is currently zoned RP-2 (Planned Two-Family Residential) District, and is undeveloped land in agricultural use.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
RP-2 (Planned Two-Family Residential)	Single-family homes in future Breckenwood Creek subdivision
East of subject property	
R-1 (Single-Family Residential) District	Single family homes in Double Gate IV subdivision
South of subject property	
RP-2 (Planned Two-Family Residential)	Duplexes in Prairiebrooke subdivision
West of subject property	
RP-3 (Planned Garden Apartment) District	Undeveloped farming/ranch land
C-O (Office) District	Undeveloped farming/ranch land



EXISTING CONDITIONS

The property is currently not platted and is unimproved. The development will be accessed from an existing collector street (Kill Creek Road), and extension of a local street (Pratt St). An existing 8" sanitary sewer main bisects the subject parcel. Underground electric exists near the south and east boundaries. Eight inch water mains exist along 173rd St, Pratt St, and Kill Creek Rd. There is an existing fire hydrant at the intersection of the subject parcel with Kill Creek Rd. Stormwater infrastructure exists along Kill Creek Rd. The subject parcel contains an existing stream and floodplain (see image next page).

BACKGROUND / HISTORY

The property was annexed on September 5, 2000 per Ordinance 1961. The property was rezoned (Z-01-03) (Ord. 1990) from A (Agriculture) District to PUD (Planned Urban Development) District on June 18, 2001, along with an approved preliminary development plan (PUD-01-02) and preliminary plat for Prairie Brooke (PP-01-02). This included 140.9 acres of residential single-family detached homes, row houses, and multi-family homes along with other non-residential uses (by separate application for nearby parcels). The preliminary plat was subsequently revised (PP-03-09) in a layout substantially similar to what is proposed by the applicant for single-family, duplex, and garden apartment uses. There were several conditions of approval for the revised preliminary plat, including approval of rezonings Z-03-24 (R-1 Single Family Residential District), Z-04-03 (C-O Office Building District), Z-04-04 (RP-3 Planned Garden Apartment District) and Z-

04-05 (RP-2 Planned Two Family Residential District) for the entire planned development property; floodplain and riparian protection, and dedication of ROW for W. 175th Street. This property was rezoned (Z-04-05) from PUD to RP-2 (Planned Two Family Residential) District by Ordinance No. 2102 on April 19, 2004 and has remained vacant.

DEVELOPMENT PLAN HIGHLIGHTS

The development plan includes 20 lots totaling 7.34 acres, 2.22 acres of right-of-way, and 4.46 acres of open space for a total of 14.02 acres. There are a total of 76 dwelling units (18 4-unit townhomes and 2 2-unit duplexes). Lots 8 and 10 are designed for the Duplex building type, and all other lots are designed for the Row House building type. The street type is Local – Neighborhood, and the Open and Civic Space type is Trail/Greenway. The proposed frontage type is Buffer Edge.

CONSISTENCY WITH COMPREHENSIVE PLAN

The parcel is indicated for Low Density Residential future land use on the Future Land Use plan of the Comprehensive Plan. The Future Land Use plan has recently been updated for portions of the community, such as the Main Street Corridor and areas around the highway interchanges, but the area of the subject property has not been updated since the adoption of the plan in 2014.

The Planning Commission has initiated a potential amendment to the Future Land Use plan for areas not addressed in other recent plans.

Low Density Residential future land use as described "primarily consists of detached single family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in character with typical single family homes. Housing is typically arranged on a local street grid, or as part of a subdivision, and may include local amenities such as small community or civic buildings, playgrounds or gardens that serve residents." Table 5-1 of the *Gardner Land Development Code* (LDC) translates Low Density Residential future land use into the RE (Residential Estates), R-1 (Single-Family Residential) and R-2 (Two-Family Residential) Districts or application of planned districts to these and other residential districts to promote open space and rural preservation; OR to develop more walkable neighborhoods with a mix of housing types and connection to walkable neighborhood centers.

Although the proposed Row House buildings contain more dwelling units, the building footprint, at 2,568 sf, is comparable to a duplex or triplex. The existing duplexes in the Prairiebrooke subdivision to the south have a comparable building footprint and scale, and comparable lot size. The average lot size in the proposed development is 15,984 sf; six of the Row House lots exceed the upper range for lot area, contributing to a lower density format.

Although the proposed zoning district is not consistent with the Low Density Residential future land use description, this planned development meets other Comprehensive Plan goals, and is supported by data in other plans, as follows:

1. One of the core themes of the Comprehensive Plan is Housing Variety to support on-going investment in housing and attract new residents. The Housing Variety goal is intended to ensure that the housing stock responds to a variety of users, including young professionals, new families, empty-nesters and seniors in need of assistance. Providing a range of options allows support for all income levels to move toward home ownership. Specifically the housing objectives that are addressed by this development include:
   - encourage the development of housing and support services to allow seniors to age in place;
   - promote infill residential development within incomplete subdivisions;
   - ensure new residential developments are sited within close proximity and access to schools and parks.

2. This parcel is located in the New Growth Area of the Residential Areas Plan of the Comprehensive Plan, which is intended to provide the opportunity to:
   - ensure new development meets the requirements in the *Gardner Land Development Code*, providing flexibility where necessary to accommodate a variety of housing types and intensities;
   - work closely with residential developers to encourage local development patterns that provide a variety of housing types and allow aging residents to "downsize" and stay in the neighborhood or subdivision.

3. The *Gardner Main Street Corridor Plan Market Analysis* includes the following information that shows how the proposed development can meet identified needs:
   - Much of Gardner's growth since 2000 has been driven by young families looking for more affordable housing options.
   - Since the Great Recession of 2008, a higher percentage of households and families are renting rather than purchasing their homes. From 2010 to 2015, the number of owner-occupied housing units dropped from a high of 72 percent to 64 percent and,

as a corollary, the number of renter-occupied units increased from 21 percent to 30 percent.

- Demand for renter-occupied housing has overwhelmingly been driven by households with an income range between $35,000 and $50,000. This housing demand could continue into the foreseeable future as this income range corresponds with estimates of the income earning potential of workers at LPKC and the New Century AirCenter. Moreover, households with this income range are largely priced-out of the homeownership market in Gardner.
- Low Income Housing Tax Credits (LIHTC) financing is one promising potential source of gap financing for housing. Importantly, the income ranges of households showing the highest demand for renter-occupied housing fall between 50 percent and 80 percent of the U.S. Housing and Urban Development (HUD) defined area median income, and thus, these households would qualify for the program.
- At a rent level of $1,150 per month, a household would need to earn approximately $3,800 per month or $45,600 a year in order to only pay 30 percent of their income in housing costs – a number that most housing advocates generally consider as affordable for most households.

The associated preliminary development plan includes dedication of land for a trail as consistent with the future trails shown on the Bike & Pedestrian Plan of the Comprehensive Plan, which indicates the requirement for trail connections through residential areas and floodplains as a component of new neighborhood development. It also preserves the greenway corridor that follows Kill Creek and serves as natural flood mitigation infrastructure and ecological corridors as provided in the Environmental Features Plan of the Comprehensive Plan.

STAFF ANALYSIS – ZONING MAP AMENDMENT

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

This application is for a planned zoning district, and applicable applications include a rezoning with associated preliminary development plan. A preliminary plat has also been submitted. The planned development process is intended for development concepts that require a higher degree of specific planning based on the complexity of the project, the relationship of the site to the context, and the ability to meet or exceed the purpose, intent and objectives of this Code through more flexible application of the standards. A planned development application is a type of zoning map amendment, and must meet all of the procedures and requirements of that process, but it also accommodates specific master development plan. Following are the review criteria for the rezoning application and also the preliminary development plan.

17.03.030 (B) Review Criteria:

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;

Staff Comment: *The neighborhood is currently a mix of single-family and duplex uses in a traditional suburban pattern but is zoned for more intense residential uses across Kill Creek Road. This development follows the typical traditional suburban pattern with a street network as first envisioned in plans almost 17 years ago. Because of this, the lots are larger than envisioned for the Row House development type (row house lots range from 12,734 sf to 22,948 sf with an average of 16,437 sf). Average building coverage percent (all lots) is only 21.7% (the maximum*

for duplexes is 30% and for Row Houses is 70%). This planned additional open space will help integrate the attached single-family residential development more closely with nearby detached single-family development. The small four-plex Row Houses have a comparable building footprint with the existing duplexes to the south. This development supports infill residential uses. The development also preserves the continuation of the stream corridor and trail that connects multiple developments in the area between 175th Street and Madison Street.

2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;

Staff Comment: *The development proposes to utilize the same zoning district as the property directly across Kill Creek Rd. It is separated from the single-family development to the north and east by a large, vegetated stream corridor and planned walking trail. The buildings are of similar size and scale as the duplexes to the south. The only potential uses in the RP-3 district that are not permitted in the R-1 or RP-2 districts are Group Care Home (9-14 residents), Congregate Living, and Residential Care – Limited, however this planned development utilizes tax credits that support a particular housing type.*

3. The suitability of the subject property for the uses to which it has been restricted;

Staff Comment: *The property is also suited for the uses to which it has been restricted, however, this development addresses the changing housing needs and demand as presented in the* Gardner Main Street Corridor Plan Market Analysis *of 2018.*

4. The extent to which removal of the restrictions will detrimentally affect nearby property;

Staff Comment: *The change in zoning from RP-2 to RP-3 has minimal impact, especially considering information as previously presented.*

5. The length of time the subject property has remained vacant as zoned;

Staff Comment: *The property has remained vacant even though plans were developed 19 years ago (2001). It is not an easy parcel to develop because of the inability to place homes within the stream buffer and floodplain.*

6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;

Staff Comment: *This property has long remained undeveloped, and this developer is attempting to bring much needed workforce housing to the City of Gardner. This kind of housing is in demand in almost every community, but will be especially consistent with the needs of people working in nearby job centers.*

7. The recommendations of professional staff;

Staff Comment: *Staff recommends approval of the rezoning based on the overall level of public benefit.*

8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;

Staff Comment: *The proposed change is not consistent with the future land use map designation, however the proposal supports various housing goals and policies of the Comprehensive Plan, and addresses conditions as presented in the Market Analysis, as stated previously. The intent statement of the R-3 Garden Apartment District is to provide residential living in a high-density pattern as a transition between neighborhoods and more intense uses, where a high level of accessibility, public amenity, and support services are immediately available. This infill residential development near the High School, with available public utilities, supports the intent of this district and the Comprehensive Plan housing goals. The plans for this area have long included a mix of housing types and densities.*

9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and

Staff Comment: *The proposed development will provide the necessary utilities and road infrastructure to serve the development. The proposed development provides for passive recreation uses and the retention of a wildlife and hydrologic corridor. Staff finds this criteria is met provided that the stormwater management plan and traffic study are approved. This will be condition of approval.*

10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

Staff Comment: *Population trends indicate smaller household and family size and a demand for rental properties, so the planned housing types and ownership structure supporting long-term affordability may help address the needs of diverse residents. It is anticipated that this development will provide a more affordable housing option and improve the ability of residents to live close to the many jobs that are being created in areas west of Gardner. Approval of this application would benefit the community by providing a diverse housing option to accommodate the anticipated population increase.*

STAFF ANALYSIS – PRELIMINARY DEVELOPMENT PLAN

This application is for a planned zoning district. Departures from the standards associated with all zoning districts may be considered through planned zoning, and approved provided they are based upon a comprehensive and well-integrated development plan for the area. These departures shall not be justified for simply wanting flexibility or deviations from standards based upon a site plan. The development standards for planned zoning shall be those of the most comparable base zoning district (R-3 in this case), except as specifically modified and noted on a development plan accompanying a planned zoning proposal. Departures from standards may specifically propose standards that differ from this Code (such as performance standards, building types, frontage types, site design and landscape, parking quantity and design). Following the review criteria, the proposed deviations are presented, including applicant and staff comment, for Planning Commission consideration.

17.03.040 (C) Review Criteria:

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Comprehensive Plan, and based upon generally accepted planning and design practice.

Staff Comment: *The existing infrastructure, including sewer and road connections, along with the location of the stream and floodplain, limit the formation of blocks in a typical grid pattern, thus*

the deviation request for smaller blocks. The smaller blocks support greater walkability. These factors also influence the deviation request to exceed the range of lot width and lot area for some of the row houses. The larger lots do support greater open space and a feeling of lower density which is more consistent with existing land use patterns. The applicant was encouraged to use a greater front setback to accommodate longer driveways to reduce the number of cars that may need to be parked along the street, especially for Lots 2-6 along Valley Springs Court where the 4-unit townhomes surround the entire cul-de-sac. The other deviation requests result from the strict limits for affordability imposed on the project by the funding programs that are being leveraged to provide workforce housing.

2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant.

Staff Comment: *The applicant has requested flexibility in the standards to accommodate a housing type that will meet the affordability guidelines associated with various funding sources that are being leveraged to provide workforce housing. Increasing the supply of affordable housing supports the long-term security, health, safety and welfare of the community.*

3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.

Staff Comment: *The intent statement of the R-3 Garden Apartment District is to provide residential living in a high-density pattern as a transition between neighborhoods and more intense uses, where a high level of accessibility, public amenity, and support services are immediately available. This location offers a high level of accessibility by being adjacent to a collector roadway in close proximity to the high school and other activity centers in west Gardner, and having utilities immediately available. By utilizing an attached single-family housing type of modest size, the applicant has achieved greater density while maintaining customary open space amenities and preserving affordability for tenants.*

4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area;

Staff Comment: *Absent a more up-to-date future land use plan that takes into consideration the information in the* Main Street Corridor Plan Market Analysis*, staff finds other considerations of the Comprehensive Plan to be compelling. Specifically, within this planned context the proposed multi-family buildings are comparable in size and scale to existing adjacent duplexes, and are separated from existing single-family uses by a large vegetated stream buffer. The overall pattern is a lower density format based on larger lot sizes. The plan achieves housing diversity goals of the Comprehensive Plan, and provides for infill residential development in close proximity to schools and trails. The flexibility accommodates the desired variety of housing types and intensities and serves families looking for more affordable housing options including options to rent. This will support the development of suitable housing meeting the needs of workers living near existing job centers.*

5. The plan meets all of the review criteria for a zoning map amendment.

Staff Comment: *As previously presented, staff finds this criteria has been met.*

DEVIATION REQUESTS

For greater clarity, deviation requests are grouped by topic below, but retaining the original deviation numbering as shown on the Preliminary Development Plan. Therefore deviation numbering will not be sequential as shown below, but will match the plan with the exception of Deviation #12, which is not shown on the plan and should be added to the plan if approved.

General Deviation Requests

1. **Chapter 17.04 SUBDIVISION STANDARDS, Section 17.04.010 Street Networks and Street Design, Table 4-1: Block Sizes and Connectivity, Suburban Planning Context**

   Standard: Block length – 500' minimum.

   Proposed: All blocks less than 500' in length.

   Applicant Comment: This site is an infill site with many constraints based on floodplain and existing street network/development. Therefore, the layout produces smaller block lengths, but the result is that the blocks are even more walkable.

   Staff Comment: Staff agrees with applicant's statement and is supportive of this deviation request. The Gardner Land Development Code (LDC) provides for exceptions for larger blocks in Section 17.04.010 (B) Table 4-1: Block Sizes and Connectivity, but does not speak to exceptions for smaller blocks. However, in Section 17.04.030, Blocks and Lots, (A) Intent, the Code states the intent is to arrange development in a manner that is least disruptive to existing topography and capitalizes on inherent characteristics of the land as defining features, to ensure that all lots are buildable according to the code, and to provide that all tracts serve an urban design or planning function in relation to the overall development pattern. This is what the designer is trying to do by arranging the lot patterns to respect the vegetated stream corridor and providing for a public amenity around this natural feature. In that same section, under (B) Block arrangement, the Code provides for a particular block layout "unless dictated by overriding development patterns outside the control or impact of the project" (such as exiting road patterns), and under (C) Lot arrangement, calls for consideration of topography or other natural features or constraints of the specific property.

2. **Chapter 17.04 SUBDIVISION STANDARDS, Section 17.04.010 Street Networks and Street Design, Table 4-1: Block Sizes and Connectivity, Suburban Planning Context**

   Standard: Block area – 5 acre minimum.

   Proposed: All blocks less than 5 acres.

   Applicant Comment: This site is an infill site with many constraints based on floodplain and existing street network/development. Therefore the layout produces smaller blocks.

   Staff Comment: Staff agrees with applicant's statement and is supportive of this deviation request. See further discussion in Deviation #2 which is also applicable to this deviation.

11. Chapter 17.07 ACCESS AND PARKING STANDARDS, Section 17.09.030 Required Parking, E. Bicycle Parking

Standard: Multi-family residential uses within 1,000' of a designated bicycle route or trail shall provide 1 bicycle parking space per dwelling unit.

Proposed: No bicycle parking.

Applicant Comment: Due to budget constraints to provide affordable workforce housing at reasonable rents, the developer/builder is required to construct all living units rated under Energy Star. This adds significant cost, but saves the residents on overall operation and maintenance costs. As such, the developer/builder needs to focus budgetary costs towards saving the consumer and cannot include added items such as bicycle racks.

Staff Comment: As every dwelling unit has an attached garage, it will be possible for bicycles for tenants to be stored in the garage. It may be beneficial to provide some bicycle parking adjacent to the trail access points so that visitor's bicycles will be secure. Staff suggests that the Planning Commission discuss this deviation request.

<u>Deviation Requests – Duplex building type</u>

12. Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.030 Building Design Standards, (B.2.a) Primary Entry Features, Residential buildings

Standard: Residential buildings should have one of the following single-story front entry features on the front façade (required for the Duplex and Row House building types):

(1) An unenclosed porch at least eight feet deep and covering at least 50 percent of the front facade.
(2) **An unenclosed stoop that is at least eight feet by eight feet and includes ornamental features to accent the door, such as a canopy, transom windows, enhanced trim and molding or other similar accents.**
(3) An enclosed portico that is integrated with the materials and architecture of the building, but no more than 100 square feet. An unenclosed stoop that is at least 8' x 8' and includes ornamental features to accent the door, such as a canopy, transom windows, enhanced trim and molding or other similar accents.

Proposed: The two Duplexes are designed with a 5' x 4' dedicated "stoop" in front of the entry doors to each duplex living unit which is bordered by the side wall of the garages and then another 4' x 4' sidewalk connection to the drive from the 'stoop' area beyond the garage side wall.

Applicant Comment: These are slab construction buildings, and to meet Kansas regulations for funding we install zero threshold doors with sloped concrete sidewalk away from the doors for the transition from front doors to driveways (this will be the same for the fourplexes also). Thus, to meet these slope requirements we don't have a traditional stoop. It's sidewalk sloped concrete to the driveways.

Staff Comment: The intent of the standard is to create a human-scale relationship of buildings to the street, provide opportunities for subtle variations in design on the streetscape, and help create compatible relationships between buildings of different size. Staff acknowledges the benefits to the community of designing the duplex units to meet

ADA standards. There will be no incompatibilities based on buildings of different size. Staff acknowledges the over-riding intent is to meet and maintain affordability standards and in this case to also provide housing options for residents with mobility challenges. Staff supports this deviation request, but it will need to be added to the list of deviations acknowledged on the plan if approved by the Planning Commission.

4. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.040 Specific Building Type Standards, Duplex building type**

Standard: Garage Limits = 25% of facade if front-loaded; up to 45% if set back 15'+ from front building line; no limits if side, rear or detached.

Proposed: Garage Limits = 63% front loaded and not setback (56% as measured by staff using just the garage door width).

Applicant Comment: To provide an accessible garage size for parking vehicles inside the percentage of façade needed to be increased.

Staff Comment: The applicant's comment does not specifically address the Code intent which is to limit front-loaded garage access for certain building types that have a close relationship to the streetscape and/or narrow lots with frequent repetition along the block. The Code intends that when front-loaded garages cannot work within these standards, side, rear, or rear-access garages should be used. However, based on the input of other developers since the Code was adopted, staff acknowledges that accommodating side or rear-access garages may have the effect of increasing development costs due to the increase in impervious surfaces or increase in lot sizes, which may not be consistent with the goal of providing long-term housing affordability. The Code allows Administrative Adjustments for building design standards when an equal or better alternative is provided. The applicant is using larger lot sizes and reduced building coverage instead of narrow lots. While there is frequent repetition along the block, the buildings will be setback further, reducing the impact of the front garages. Finally, the Duplexes are designed to meet ADA accessibility standards, thus providing a different, but much needed, community benefit. Staff supports this deviation request.

6. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.040 Specific Building Type Standards, Frontage type for the Duplex building type**

Standard: The Duplex building type built on a Local – Neighborhood street type would be required to use the Neighborhood Yard frontage type.

Proposed: Buffer Edge frontage type.

Applicant Comment: This frontage type will provide consistency across the entire development.

Staff Comment: The Buffer Edge frontage type is enabled for the Row House building type, which is the majority of this development (18 of 20 buildings), and the applicant is seeking to use one consistent frontage type for the entire development. Staff supports this deviation request as it is impractical to apply different frontage types along one cul-de-sac. See also Recommended Condition of Approval #2 in the Recommended Motion for further implications.

5. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.050 Frontage Design, Access Width Limits**

Standard:

- Based on the required Neighborhood Yard frontage type (if the Planning Commission does not approve Deviation #6 above) – the Duplex building type built on a Local – Neighborhood street type would be required to use the Neighborhood Yard frontage type, which has access width limits of **15%** of the lot width, up to a **20'** maximum per access point.
- Based on the proposed Buffer Edge frontage type (if the Planning Commission approves Deviation #6 above) – the Buffer Edge frontage type access width limit is **25%** of lot width, up to **36'** maximum for any single access point.

Proposed: Lot 8 Duplex = **32%** access width (**26'** wide); and Lot 10 Duplex = **28%** access width (**26**' wide).

Applicant Comment: Due to lot width constraints and reasonable access width for the proposed duplex, limit percentage is slightly higher than allowed.

Staff Comment: The intent of the standard is to "enhance the image of the City by coordinating streetscape investment with private lot and building investment and promote higher design amenities in areas intended for more compact and walkable development", such as less concrete in the front yards. Additionally, limiting the access width also creates more space for street trees, and provides for fewer driveway crossings for pedestrians on the sidewalks. Based on the reasoning in support of the increase in the front-loaded garage widths in deviation #4 above, and further provided that the Planning Commission approves deviation #4, staff is also supportive of this corresponding deviation request to increase driveway width. Because these units are intended for people with mobility challenges, it makes sense to design these driveways with as convenient and easy access as possible.

<u>Deviation Requests – Row House building type</u>

3. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.030 Building Design Standards, (B.2.a) Primary Entry Features, Residential buildings**

Standard: Residential buildings should have one of the following single-story front entry features on the front façade (required for the Duplex and Row House building types):

(1) An unenclosed porch at least eight feet deep and covering at least 50 percent of the front facade.
(2) **An unenclosed stoop that is at least eight feet by eight feet and includes ornamental features to accent the door, such as a canopy, transom windows, enhanced trim and molding or other similar accents.**
(3) An enclosed portico that is integrated with the materials and architecture of the building, but no more than 100 square feet. An unenclosed stoop that is at least 8' x 8' and includes ornamental features to accent the door, such as a canopy, transom windows, enhanced trim and molding or other similar accents.

Proposed: Row Houses – Interior 2-bedroom units will have a 7' wide x 3' deep unenclosed covered walk space (7' x 4'6" walk space including uncovered space)

separated from the 3-bedroom units; the 3-bedroom units will have a 7’ x 1’6: unenclosed walk space separated from the 2-bedroom units.

Applicant Comment: Front entry doors are located side by side in two locations on the Row House buildings. Current building codes require either A) a 2-hour fire separation extending at least 4' on both sides of these common walls, B) for the 2-hour fire separation to extend at least 18" past the common wall, or C) for a fire suppression (sprinkler) system to be installed. To keep the living units affordable for workforce housing, the living units have been designed compact in nature. As such option A will not work. To maintain affordability, option C will not work. As such, the buildings are being designed to meet option B requirements. Since front entry doors are located side by side, to extend a front stoop with any type of cover extending overhead, this would create a design in which full cover was extended overhead from one door to the next and thereby rule out the developer/builder's only viable affordable option of maintaining fire separation in option B. However, option B has presented some unique design opportunities which will create some separation between front entry points and provide attractive architectural curb appeal value simultaneously. Additionally, as all buildings will be constructed slab on grade the 'front stoop' in the traditional sense will instead be an extending walk path between driveways to front doors for each of the proposed living units. Last, due to the compact design of the proposed living units, natural daylight through the front entry point is very important to light the extended interior main level hallways to the living rooms & kitchens. The proposed plans will include side light windows by the front doors to take advantage of these natural daylight opportunities. Any type of extended cover over the front entries (even of a pergola type) would reduce the natural daylight into the otherwise long and darker hallways.

Staff Comment: The intent of the standard is to create a human-scale relationship of buildings to the street, provide opportunities for subtle variations in design on the streetscape, and help create compatible relationships between buildings of different size. Staff acknowledges the difficulties and opportunities expressed by the applicant, and is supportive of this deviation request based on the overall benefit of the project in providing workforce housing. There will be no incompatibilities based on buildings of different size. Staff acknowledges that the planned development does not provide for much variation in design as the over-riding intent is to meet and maintain affordability standards while rents and debt levels are limited based on program requirements.

7. Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.040 Specific Building Type Standards, Row House Lot Width

Standard: The Row House building type lot width range is 18’ – 36’ per unit. For a 4plex, this would be a range of 72’ – 144’.

Proposed: Lot 1 (approx. 152’ wide) and Lot 2 (approx. 150’ wide) exceed the 144’ maximum lot width.

Applicant Comment: Due to the constrained alignment of Pratt Street, excess lot frontage was assigned to Lots 1 and 2. Lot 1 is 8 ' longer than required and Lot 2 is an irregular shaped corner lot (150’ approximately at front building line as measured by staff). This is an infill site with pre-existing design constraints.

Staff Comment: The intent behind a lot width maximum is not clear, however, if utilized in a grid block pattern, the maximum lot width would support greater walkability. However the utility of this provision is less clear when the development pattern involves curvilinear streets and irregular shaped lots. Staff supports this minimal deviation request.

8. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.040 Specific Building Type Standards, Row House Lot Area**

   Standard: The Row House building type lot area range is 2,000 sf – 4,500 sf per unit. For a 4-plex, this would be a range of 8,000 sf – **18,000** sf.

   Proposed: Lot 2 **(19,786 sf)**, Lot 3 **(18,856 sf)**, Lot 6 **(22,948 sf)**, Lot 9 **(18,019 sf)**, Lot 18 **(18,512 sf)**, and Lot 19 **(21,658 sf)** exceed the upper range for lot area.

   Applicant Comment: Because of the area of the developable part of the parcel and the constrained alignment of Pratt Street, various lots have excess area. This is an infill site with pre-existing design constraints.

   Staff Comment: Staff agrees with applicant's statement and is supportive of this deviation request.

9. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.040 Specific Building Type Standards, Row House Front Setback**

   Standard: The Row House building type front setback range is 10' – 25'.

   Proposed: Nineteen of twenty lots exceed the 25' maximum setback. (Staff has calculated the deviations to be an Average of 35.79' and a Mean of 35.42').

   Applicant Comment: Moving the buildings back allows for greater off-street parking opportunities which will assist with drivability and emergency crew access to the development.

   Staff Comment: Staff suggested that the applicant propose a greater front setback to help accommodate more off-street parking and reduced on-street parking. Two of the cul-de-sacs do not have homes on the end of the cul-de-sac, leaving an area without driveway openings to accommodate on-street parking. However, the Row Houses along Pratt Street and on Valley Spring Court have limited opportunity for on-street parking. Staff supports this deviation request.

10. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.050 Frontage Design, Buffer Edge frontage type, Access Width Limits**

    Standard: The Buffer Edge frontage type Access Width Limit is **25%** of lot width up to a maximum of **36'** for any single access point.

    Proposed: All lots exceed the 25% maximum of Lot width **(29-48%)** for access but none exceed the maximum for any single access point. Staff has calculated the average access width to be almost 40% of lot width total, with a mean of 39%. In summary, the deviation is to exceed the maximum percentage access width limit on all Row House lots up to 48%, with no single access > **22'** wide.

Applicant Comment: With the longer drives and slightly higher percentage of lot width, there will be an increase in parking in front of the buildings and less on-street parking.

Staff Comment: The intent of the standard is to "enhance the image of the City by coordinating streetscape investment with private lot and building investment and promote higher design amenities in areas intended for more compact and walkable development", such as less concrete in the front yards. Additionally, limiting the access width also creates more space for street trees, and provides for fewer driveway crossings for pedestrians on the sidewalks. However, there is no numerical garage limit for front-loaded garages in the R-3 district. Since front-loaded garages are not restricted in this district, it makes sense that access width, as a percentage of total lot width, would be exceeded when accommodating multiple front driveways. However, the Row House driveways are configured to narrow at the right-of-way (except for the two middle units which have a combined driveway, hence the 22' wide driveway) so they have minimized this deviation request. Staff supports this deviation request within this context.

Although Staff supports the use of the Buffer Edge frontage type for the entire development, it is likely that the impact of this frontage type will not be realized when utilized on lots with multiple driveways. As configured for this district, the buffer would exist on the front 8' of the lot adjacent to the sidewalk, with 1 tree per 50 linear feet and 1 shrub per 10 linear feet. Staff recommends implementation of the Buffer Edge along Kill Creek Road and Pratt Street rather than on the cul-de-sacs. There are too many driveways to include anything other than the required Street Trees along the cul-de-sacs, and Staff believes the perimeter buffer will be more effective in this context. Staff recommends this be clarified as a condition of approval.

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

VEHICULAR AND PEDESTRIAN ACCESS

Roadway network – The applicant is planning to extend Pratt Street (local street) to connect Kill Creek Rd (collector street) with W. 174th Street (local street), and will construct three cul-de-sacs. These cul-de-sacs are consistent with the new requirements of the Johnson County Fire District to accommodate their equipment, with 48' radius indicated (diameter of cul-de-sac is 96'). The traffic study is still under review and will be a condition of approval.

Sidewalks and Trail – The Local – Neighborhood street requires a 5' sidewalk on both sides of all streets while maintaining a 6' planting bed between the curb and sidewalk for street trees. These requirements are met with the sidewalk to be installed adjacent to the front property/ROW line. The applicant proposes to meet the Open and Civic Space requirement by dedicating Tracts A & B to the City. Although a 10' concrete trail is shown, the applicants indicate they do not have the funds to construct the trail as part of this project, therefore the project may involve a dedication of open space as well as park fees, as determined by the Governing Body.

UTILITIES

The building code requires that the final utility connections will allow for individual service lines to each dwelling unit, based on the "assumed" common property line between attached units. This was communicated to the applicant and reviewed by them, however, this will need to be ensured at time of final development plan/final plat approval.

Electric – Electric is currently installed in the subdivisions to the east and the south and is to be extended into the project. Electric easements have been provided as requested.

Water – City water will be provided from extensions of existing lines along Kill Creek Rd and Pratt Street. Water lines will be provided within front yard utility easements.

Sanitary Sewer – There are existing sanitary sewer lines on the property which will be modified to be located in front yard utility easements.

Storm Sewer – The stormwater management plan indicates underground infrastructure and overland routing with drainage into three outfall locations. This plan is still under review and more information may be needed for final determination. This is a condition of approval.

Environmental – The subject parcel contains an existing stream and floodplain and is in the Kill Creek watershed of the Kansas River basin. Soils are a type of silt loam with 1 to 3 percent slopes that are somewhat poorly drained and very limited for dwellings with basements. The area is classified as prime farmland.

ATTACHMENTS

I. Zoning Exhibit
II. Preliminary Development Plan PDP-20-02
III. Duplex building elevations and example photo
IV. Row House building elevations (3 different)
V. Applicant communications
VI. Application
VII. Zoning and Notice Map

ACTIONS

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

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

EFFECT OF DECISION

Zoning Map Amendment (Rezoning) – Amendments to the official zoning map (rezoning) shall be approved by the Governing Body in the form of an ordinance. Approved changes shall be indicated on the official zoning map by the Director within 30 days following such action.

Preliminary Development Plan – Approval of a preliminary development plan shall constitute acceptance of the overall planning concepts and development parameters. In reviewing and approving a preliminary development plan, the Planning Commission may recommend or the Governing Body may require conditions that must be met before an applicant submits a final development plan. An approved preliminary development plan shall lapse and be of no further force and effect if a final development plan (or a final development plan for a designated phase of the preliminary development plan) has not been approved within two years of the date of approval of the preliminary development plan.

RECOMMENDATION

Staff recommends approval of the rezoning and associated preliminary development plan with the conditions outlined below. Please note that if the condition reads "Potential deviation", the Planning Commission has been directed to discuss the potential deviation request. If, after discussion, the Planning Commission does not support the deviation as proposed by the applicant, then the Planning Commission would format some kind of condition of approval related to that deviation, either that the application must meet the code standard or some other amended deviation.

Recommended Motion:

After review of applications Z-20-06, a rezoning of 14.02 acres located north of the intersection of Kill Creek Rd and W 174th Street, parcel ID CF221422-4007, from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District, and preliminary development plan PDP-20-02 for Prairiebrooke Villas dated April 17, 2020, and staff report dated April 28, 2020, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.
2. Because of the unique context and access configuration of this development which limits the provision of contiguous green space in the frontage area, the Buffer Edge frontage type will be implemented along Kill Creek Road and Pratt Street rather than on the cul-de-sacs to better meet Code intent.
3. Potential condition regarding Deviation #11, Chapter 17.07 ACCESS AND PARKING STANDARDS, Section 17.09.030 Required Parking, E. Bicycle Parking.
4. Revise the deviation requests on Sheet 2 of the plan to reflect what has been approved, including the addition of Deviation #12 regarding the Front Entry Feature for the Duplex building type.

Legal Description:

All that part of the West Half of the Southeast Quarter of Section 22, Township 14 South, Range 22 East of the 6th Principal Meridian now in the City of Gardner, Johnson County, Kansas and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 22; thence North 88°12'50" East along the South line of said Southeast Quarter a distance of 1310.47 feet to the Southeast corner of the West Half of the Southeast Quarter of said Section 22; thence along the East line of said West Half, said East line also being the East line of PRAIRIEBROOKE and the West line of DOUBLE GATE IV both being subdivisions of land in said City, County and State, North 02°13'55" West a distance of 771.73 feet to the Northeast corner of said PRAIRIEBROOKE and the POINT OF BEGINNING of the herein described tract of land; thence along the North line of said PRAIRIEBROOKE the following six (6) courses; thence South 87°46'04" West a distance of 153.26 feet; thence North 85°11'51" West a distance of 100.00 feet; thence South 79°05'00" West a distance of 139.93 feet; thence Northwesterly along a curve to the left whose initial tangent bears North 10°55'00" West with a central angle of 09°34'20" a radius of 375.00 feet and an arc length of 62.65 feet; thence South 69°30'42" West a distance of 50.00 feet; thence South 57°08'17" West a distance of 316.75 feet to the Northwest corner of Lot 16 of said PRAIRIEBROOKE and the Easterly right-of-way line of Kill Creek Road as now established by PRAIRIEBROOKE VILLAGE a subdivision of land in said City, County and State; thence along the Easterly right-of-way line of said Kill Creek Road the following eight (8) courses; thence North 48°16'16" West a distance of 220.15 feet; thence along a curve to the right with a central angle of 23°19'55" a radius of 500.00 feet and an arc length of 203.61 feet; thence North 67°55'37" East a distance of 19.39 feet; thence North 22°04'23" West a distance of 50.00 feet; thence South 67°55'37" West a distance of 19.39 feet; thence along a curve to the right whose initial tangent bears North 19°12'25" West with a central of 02°45'21" a radius of 500.00 feet and an arc length of 24.05 feet; thence North 16°27'06" West a distance of 309.16 feet; thence along a curve to the left with a central angle of 14°40'35" a radius of 330.00 feet and an arc length of 84.53 feet; thence departing said right-of-way line North 68°52'21" East a distance of 442.44 feet; thence South 23°21'30" East a distance of 127.78 feet; thence South 56°55'36" East a distance of 133.37 feet; thence South 69°00'43" East a distance of 603.85 feet to the East line of the West Half of said Southeast Quarter and the West line of said DOUBLE GATE IV; thence South 02°13'55" East along said lines a distance of 351.86 feet to the POINT OF BEGINNING.

Containing 610,857 square feet or 14.0233 acres, more or less.

REZONED: FROM RP-2 TO RP-3

610,857 S.F. / 14.0233 ACRES

OWNER: BRECKENWOOD CREEK, LLC
ZONED: R-1 SINGLE FAMILY
USE: AGRICULTURE / HORTICULTURE VACANT LAND

OWNER: AMERICA FIRST MULTIFAMILY INVESTORS
ZONED: RP-3 PLANNED GARDEN APARTMENT
USE: AGRICULTURE / HORTICULTURE VACANT LAND

OWNER: PRAIRIEBROOKE DEVELOPMENT
ZONED: RP-3 PLANNED GARDEN APARTMENT
USE: AGRICULTURE / HORTICULTURE VACANT LAND

OWNER: RC ST. JOHNS HIGHLANDS LLC ZONED: R-1 31875 W 172ND ST.

OWNER: RC ST. JOHNS HIGHLANDS LLC ZONED: R-1 31895 W 172ND ST.

OWNER: RC ST. JOHNS HIGHLANDS LLC ZONED: R-1 31911 W 172ND ST.

OWNER: SOETAERT ZONED: R-1 17290 S. WALTER ST.

OWNER: SHAFFER ZONED: R-1 17300 S. WALTER ST.

OWNER: LONG ZONED: R-1 17310 S. WALTER ST.

OWNER: GREEN ZONED: R-1 17320 S. WALTER ST.

OWNER: OLIVER ZONED: R-1 17330 S. WALTER ST.

OWNER: NICHOLS ZONED: R-1 17340 S. WALTER ST

OWNER: DW2 LLC ZONED: R-1 17350 S. WALTER ST.

OWNER: KONRADE ZONED: R-1 17360 S. WALTER ST.

OWNER: MILFORD ZONED: R-1 17370 S. WALTER ST.

OWNER: HUNT ZONED: R-1 17380 S. WALTER ST.

OWNER: TAYLOR ZONED: R-1 17410 S. WALTER ST.

OWNER: MCCRACKEN ZONED: R-1 17301 S. WALTER ST.

OWNER: HICKEY ZONED: R-1 17311 S. WALTER ST.

OWNER: LISS ZONED: R-1 17321 S. WALTER ST.

OWNER: STREETER ZONED: R-1 17331 S. WALTER ST.

OWNER: WHITE ZONED: R-1 17341 S. WALTER ST.

OWNER: SNYDER ZONED: R-1 17351 S. WALTER ST.

OWNER: PENN ZONED: R-1 17361 S. WALTER ST.

OWNER: AYLAN ZONED: R-1 17371 S. WALTER ST.

OWNER: KI & KYI ZONED: R-1 17381 S. WALTER ST.

OWNER: QUICKEL ZONED: R-1 17411 S. WALTER ST.

OWNER: MURCIA ZONED: R-1 17421 S. WALTER ST.

OWNER: CALICO HOMES, LLC ZONED: RP-2 PLANNED TWO FAMILY USE: MULTI-FAMILY

OWNER: CALICO HOMES, LLC ZONED: RP-2 PLANNED TWO FAMILY USE: VACANT LOT

OWNER: PRAIRIEBROOKE DEVELOPMENT COMPANY, L.P. ZONED: RP-2 PLANNED TWO FAMILY USE: MULTI-FAMILY

OWNER: PRAIRIEBROOKE DEVELOPMENT COMPANY, L.P. ZONED: RP-2 PLANNED TWO FAMILY USE: OPEN SPACE

OWNER: CALICO HOMES, LLC ZONED: RP-2 PLANNED TWO FAMILY USE: VACANT LOT

OWNER: CALICO HOMES, LLC ZONED: RP-2 PLANNED TWO FAMILY USE: VACANT LOT

W 1/2, SE 1/4, SECTION 22-T14S-R22E

UNPLATTED

TRACT A

TRACT A

POINT OF BEGINNING

POINT OF COMMENCING SW CORNER SE 1/4 SECTION 22-14-22

SOUTH LINE SE 1/4

EAST LINE W 1/2 SE 1/4

E Line, W 1/2, SE 1/4, Section 22-T14S-R22E

N02°13'55"W 771.73'

N88°12'50"E 1310.47'

200'

C1
R=375.00'
L=62.65'
Δ=09°34'20"
ITB=N10°55'00"W
(ITB=N08°56'27"W Deed)
(ITB=S18°30'45"E Plat)

C2
R=500.00'
L=24.05'
Δ=02°45'21"
ITB=N19°12'25"W
(ITB=N17°13'52"W Deed)

L1
N67°55'37"E, 19.39'
(N69°54'10"E Deed)

L2
N22°04'23"W, 50.00'
(N20°05'50"W Deed)

L3
S67°55'37"W, 19.39'
(S69°54'10"W Deed)

R=330.00'
L=84.53'
Δ=14°40'35"

R=500.00'
L=203.61'
Δ=23°19'55"

N68°52'21"E 442.44'
(N70°50'10"E, 442.45' Deed)

S23°21'30"E 127.78'
(S22°20'35"E, 127.86' Deed)

S56°55'36"E 133.37'
(S54°57'51"E, 133.33' Deed)

S69°00'43"E 603.85'
(S67°02'46"E, 603.89' Deed)

S87°46'04"W 153.26'
(S89°44'37"W Deed) (153.25' Deed)

N85°11'51"W 100.00'
(N83°13'18"W Deed)
(S83°13'18"E Plat)

S79°05'00"W 139.93'
(S81°03'33"W Deed)
(N81°03'33"E Plat)

S69°30'42"W 50.00'
(S71°29'15"W Deed)
(N71°29'15"E Plat)

S57°08'17"W 316.75
(S59°06'55"W Deed)
(N59°06'55"E Plat)

N48°16'16"W 220.15'
(N46°14'43"W Deed)

N16°27'06"W 309.16'
(N14°25'33"W Deed)

S02°13'55"E 351.86'
(S00°12'25"E Deed)
(N00°12'25"W Plat)

N02°13'55"W 351.86'
(S00°12'25"E Deed)
(N00°12'25"W Plat)

0 50' 75' 100'
SCALE IN FEET

DATE	REVISION	NO.	BY	CK/APP

IF THIS IS NOT A BLUE INC SEAL AND THE SIGNATURE IN BLUE INC, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES

R. KEVIN STERRETT, KS E-21889
March 13, 2020

Consult Inc engineers planners
11010 Haskell Street, Suite 210, Kansas City, Kansas 66109
CORPORATE LICENSE No. E2010005/3 (MO.) / E-1738 (KS.)

REZONING EXHIBIT

PRAIRIEBROOKE RP-3 ON KILL CREEK DRIVE

GARDNER - JOHNSON COUNTY - KANSAS

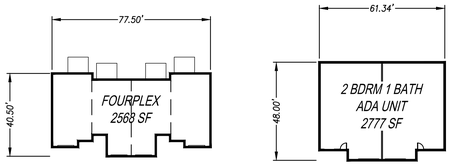
X-REF NO. 20-004 Base
DRAWING NO. 20-004 Rezoning Exhibit
DATE March 13, 2020
JOB NO. 20-004
SHEET 1 OF 1

PRELIMINARY PLAT Z-20-05 / PRELIMINARY DEVELOPMENT PLAN PDP-20-02

"PRAIRIEBROOKE VILLAS"

LOTS 1 THRU 20, TRACTS A & B

PART OF THE W$\frac{1}{2}$, SE $\frac{1}{4}$, SECTION 22-T14S-R22E,
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



PROPOSED BUILDING FLOOR PLAN
Scale: 1" = 30'

NOTES:

1. Tracts "A" and "B" are intended for open space and shall be dedicated to the City of Gardner, Kansas. The City of Gardner shall be responsible for all maintenance.
2. All utility easements will be dedicated to the City of Gardner with the Final Plat. The City of Gardner shall be responsible for all utility repair and maintenance.
3. All streets shall be paved per City of Gardner, Kansas city standards.
4. All sidewalks shall be constructed with Portland cement concrete.
5. All trees in Lot areas to be removed.

Deviation No.	Item to be deviated from	Requirement	Proposed
1	Block Length	500 feet Minimum	Less than 500 feet
2	Block Area	5 acres	Less than five acres
3	Front Entry Feature	Front Entry Feature-8'x8 Stoop-Unenclosed	Interior 2-Bedroom units will have a 7' wide X 3' unenclosed covered walk space (7' X 4'6" walk space including uncovered space) separated from the 3-Bedroom units; the 3-Bedroom units will have a 7' X 1'6" unenclosed walk space separated from the 2-Bedroom units
4	Garage Limits-Duplex Building Type	25% of Façade for front loaded garage	63%
5	Access Width Limit-Duplex Type	25% of Lot Width up to 36' Max per access point	32%- 26' Lot 8, 28%-26' Lot 10
6	Frontage Type	Neighborhood Yard	Buffer Edge
7	Lot width Range for Row Houses	Range width of 72'-144'	Lots 1 and 2 exceed the 144'
8	Lot area range for Row Houses	8000 sf- 18000 sf	Lots 2,3,6,9,18 and 19 exceed 18,000 sf
9	Front Setback Range for Row Houses	10'-25'	Several lots exceed the 25' maximum setback
10	Access Width Limits-Buffer Edge Frontage Type	25% of Lot Width up to 36' Max per access point	Several lots exceed the 25% maximum of Lot width for access with smaller width drives (29-48%)
11	Bicycle Parking for Multi-Family Uses	One bike space per unit	None

LEGEND

Existing Section Line	Proposed Right-of-Way
Existing Right-of-Way Line	Proposed Property Line
Existing Lot Line	Proposed Lot Line
Existing Easement Line	Proposed Easement
Existing Curb & Gutter	Proposed Curb & Gutter
Existing Sidewalk	Proposed Sidewalk
Existing Storm Sewer	Proposed Storm Sewer
Existing Storm Structure	Proposed Storm Structure
Existing Waterline	Proposed Fire Hydrant
Existing Gas Main	Proposed Waterline
Existing Sanitary Sewer	Proposed Sanitary Sewer
Existing Sanitary Manhole	Proposed Sanitary Manhole
Existing Contour Major	Proposed Contour Major
Existing Contour Minor	Proposed Contour Minor
	Future Curb & Gutter

PROJECT SUMMARY:

EXISTING ZONING: "RP-2" PLANNED TWO-FAMILY RESIDENTIAL DISTRICT
PROPOSED ZONING: "RP-3" PLANNED GARDEN APARTMENT DISTRICT
STREET TYPE: LOCAL - NEIGHBORHOOD STREET
BUILDING TYPES: DUPLEX AND ROW HOUSE
FRONTAGE TYPE: BUFFER EDGE
OPEN & CIVIC SPACE : TRAIL / GREENWAY
AREA - LOTS: 20 (319,662 S.F. / 7.34 ACRES)
AREA - OPEN & CIVIC SPACE: 2 TRACTS (194,434 S.F. / 4.46 ACRES)
AREA - RIGHT-OF-WAY: 4 STREETS (96,761 S.F. / 2.22 ACRES)
TOTAL AREA - SUBDIVISION: 610,857 S.F. / 14.02 ACRES
OVERALL PROJECT DENSITY: 5.4 UNITS PER ACRE
BUILDING SUMMARY: 18 - 4PLEX 2 - DUPLEX
UNIT SUMMARY: DUPLEX - 2 UNITS PER 2 LOTS = 4 UNITS
4PLEX - 4 UNITS PER 18 LOTS = 72 UNITS
TOTAL = 76 UNITS
REQUIRED SIDEWALK: 5' WIDE SIDEWALK BOTH SIDES OF STREET

LOT AREAS

LOT NO.	SQUARE FEET	ACRES	BUILDING COVERAGE %	LOT NO.	SQUARE FEET	ACRES	BUILDING COVERAGE %
1	16,523	0.38	21	12	14,946	0.34	23
2	19,768	0.45	17	13	13,005	0.30	26
3	18,856	0.43	18	14	12,780	0.29	27
4	17,689	0.41	19	15	15,952	0.37	21
5	17,047	0.39	20	16	13,395	0.31	26
6	22,948	0.53	15	17	12,913	0.30	26
7	12,734	0.29	27	18	18,512	0.42	18
8	12,578	0.29	22	19	21,658	0.50	16
9	18,019	0.41	19	20	15,894	0.36	22
10	11,234	0.26	25	TRACT A	158,249	3.63	N/A
11	13,230	0.30	26	TRACT B	36,185	0.83	N/A

0 50' 75' 100'
SCALE IN FEET

DEVELOPER
OIKOS DEVELPMENT CORP.
1712 MAIN STREET, SUITE 206
KANSAS CITY, MO 64108
(816) 352-4258
CONTACT - MICHAEL SNODGRASS

ENGINEER
Hg CONSULT, INC.
CONTACT - KEVIN STERRETT
(816) 703-7098

Prepared: March 13, 2020

DATE	REVISION	NO.	BY	CK'D BY
04/17/20	REVISED PER CITY'S COMMENTS	2	SPW	RKS
04/03/20	REVISED PER CITY'S COMMENTS	1	SPW	RKS
03/13/20	SUBMITTAL TO CITY		SPW	RKS

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES

R. KEVIN STERRETT, KS E-21889
March 13, 2020

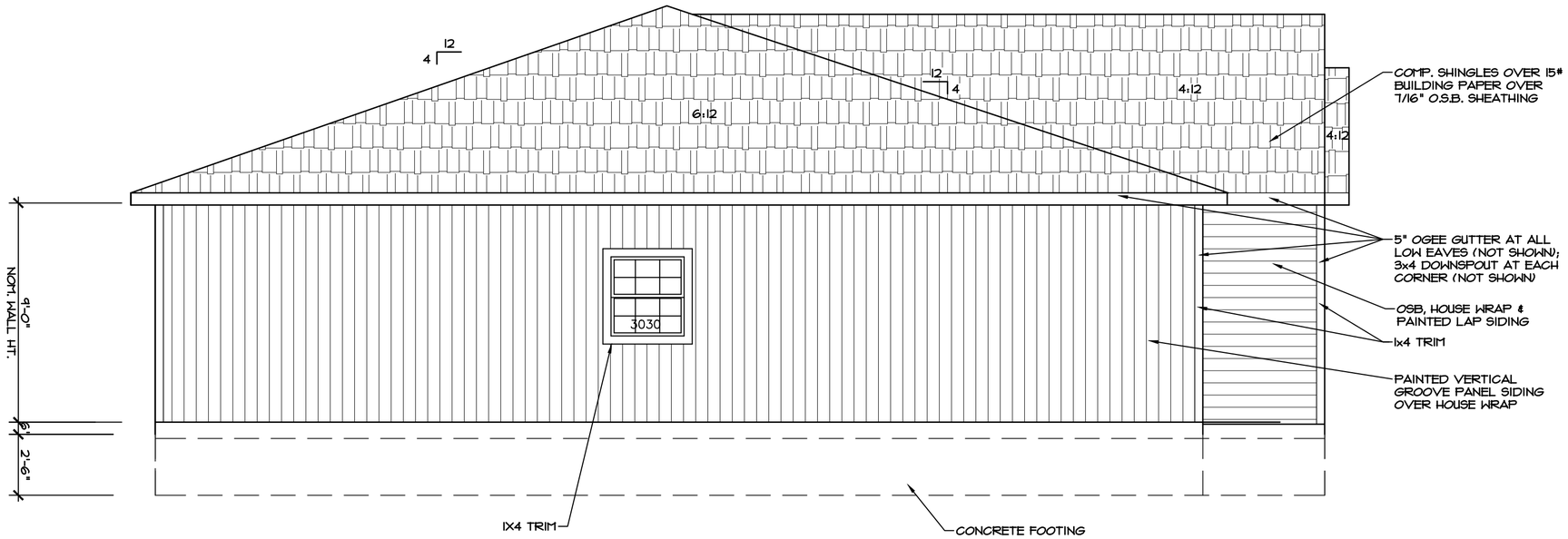
Hg Consult Inc engineers planners
11010 Haskell Street, Suite 210, Kansas City, Kansas 66109
CORPORATE LICENSE No. E2010000573 (MO) / E-1736 (KS)

PRELIMINARY PLAT Z-20-05 / PRELIMINARY DEVELOPMENT PLAN PDP-20-02
BUILDING FLOORPLANS & UTILITIES

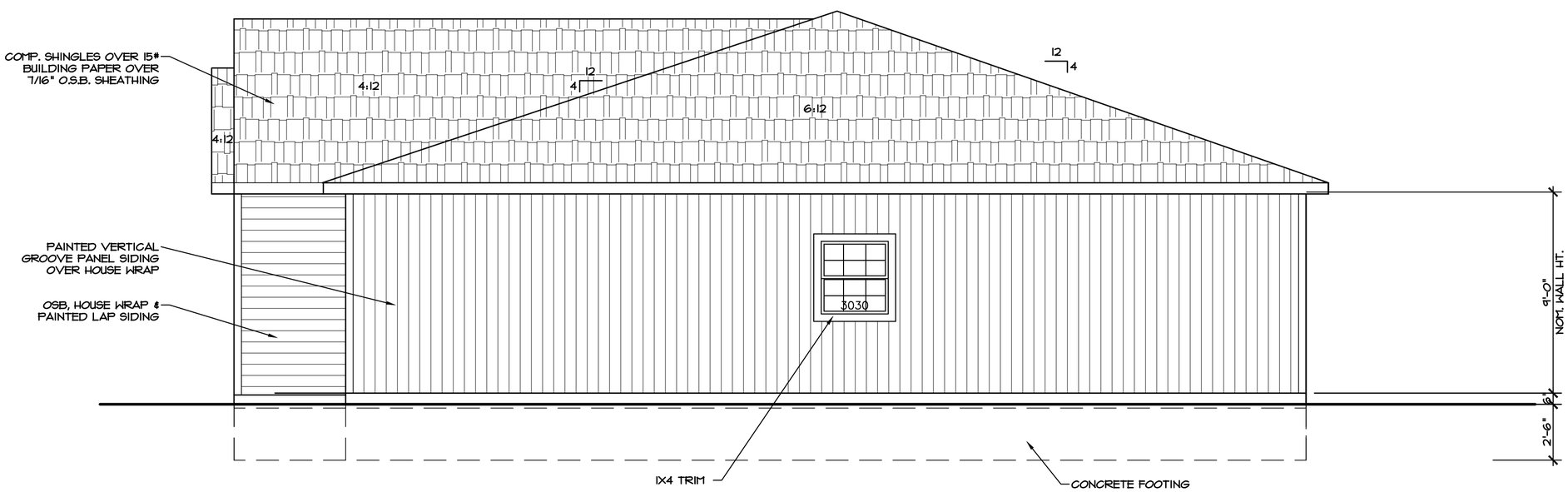
PRAIRIEBROOKE VILLAS
CITY OF GARDNER - JOHNSON COUNTY - KANSAS

X-REF NO. 20-004 BASE
DRAWING NO. 20-004 PRELIMINARY PLAT
DATE April 17, 2020
JOB NO. 20-004
SHEET 2 OF 2

NOTES:
1. REFER TO PHOTO VOLTAIC DESIGN PLANS AND SPECIFICATIONS FOR PV PANEL LAYOUT AND DESIGN LOADS. TRUSS DESIGN TO ACCOMMODATE PV PANEL DEAD AND LIVE LOADS.



1 LEFT ELEVATION
1/4" = 1'-0"



2 RIGHT ELEVATION
1/4" = 1'-0"

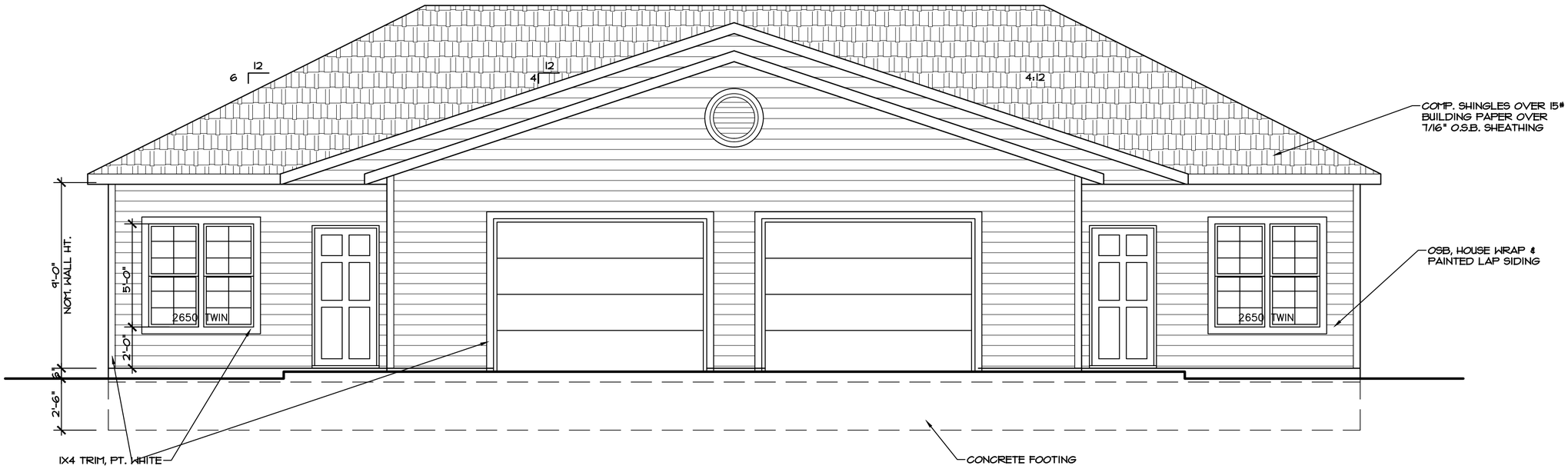
GARDEN CITY DUPLEXES
2 BDRM 1 BATH - ACCESSIBLE UNIT 1,037 S.F.
GARDEN CITY, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

REAR ELEVATION
FRONT ELEVATION

Date: 2019/06/07
Drawn by : LCF
Checked by : SCH
Revisions :

A2.0

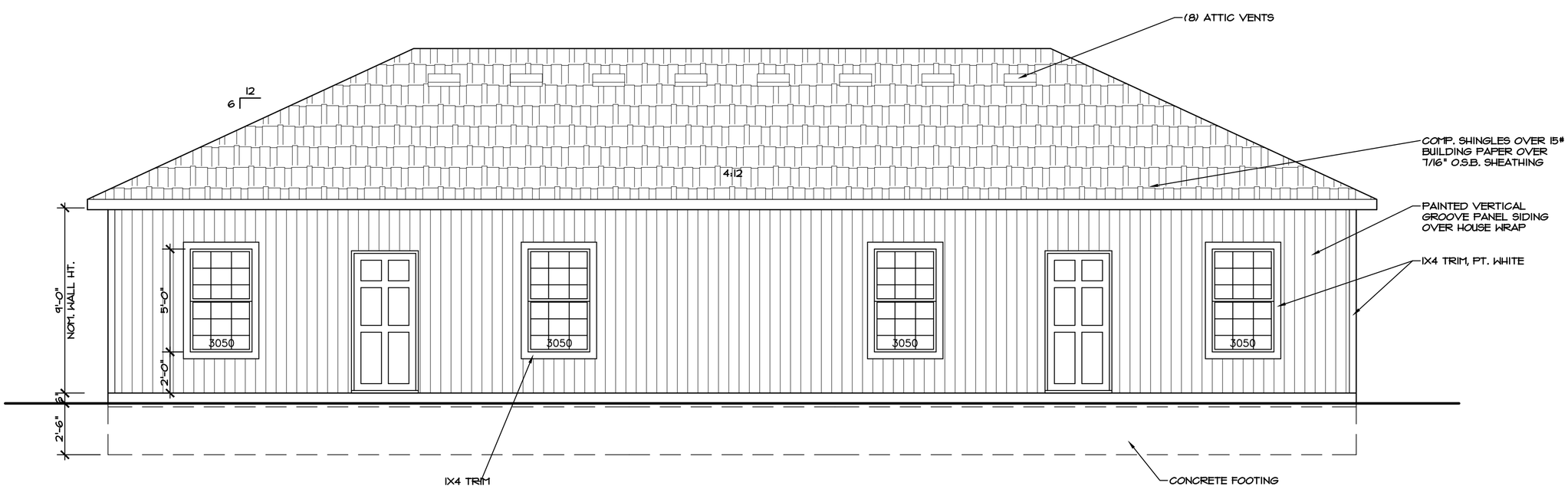


1 FRONT ELEVATION

1/4" = 1'-0"

NOTES:

1. REFER TO PHOTO VOLTAIC DESIGN PLANS AND SPECIFICATIONS FOR PV PANEL LAYOUT AND DESIGN LOADS. TRUSS DESIGN TO ACCOMMODATE PV PANEL DEAD AND LIVE LOADS.



2 REAR ELEVATION

1/4" = 1'-0"

GARDEN CITY DUPLEXES

2 BDRM 1 BATH - ACCESSIBLE UNIT 1,037 S.F.

GARDEN CITY, KANSAS

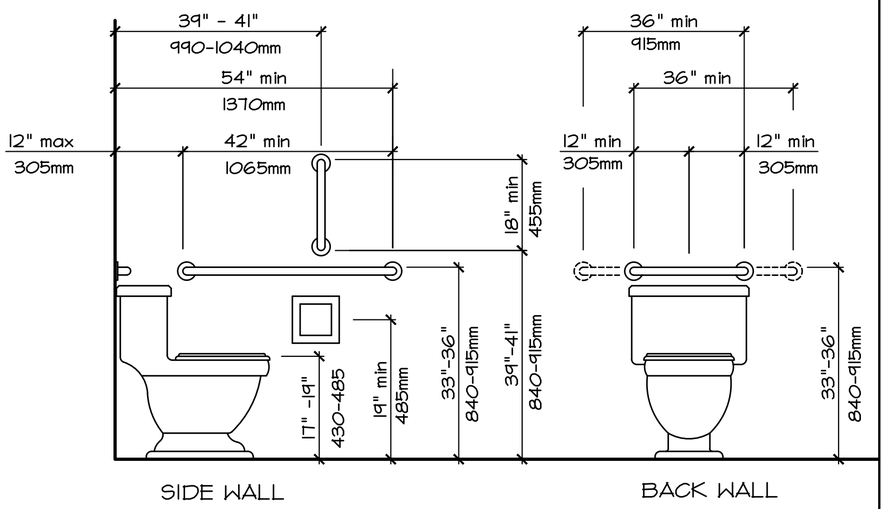
Hernly
ARCHITECTS

1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

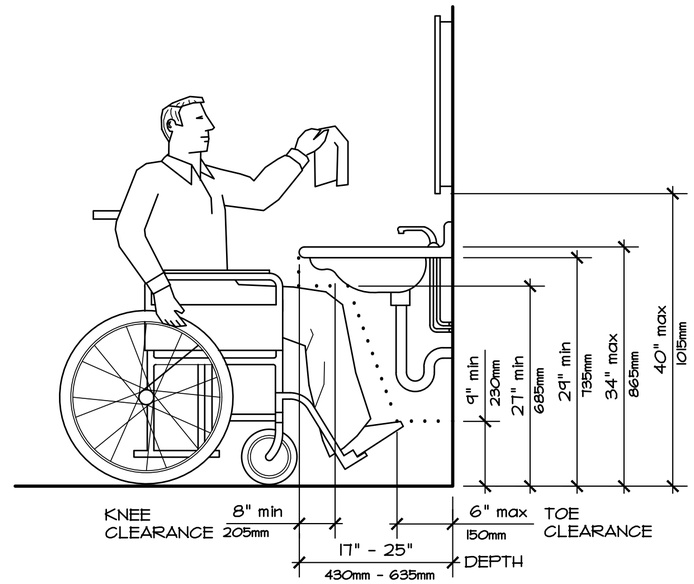
RIGHT ELEVATION
LEFT ELEVATION

Date: 2019/06/07
Drawn by : LCF
Checked by : SCH
Revisions :

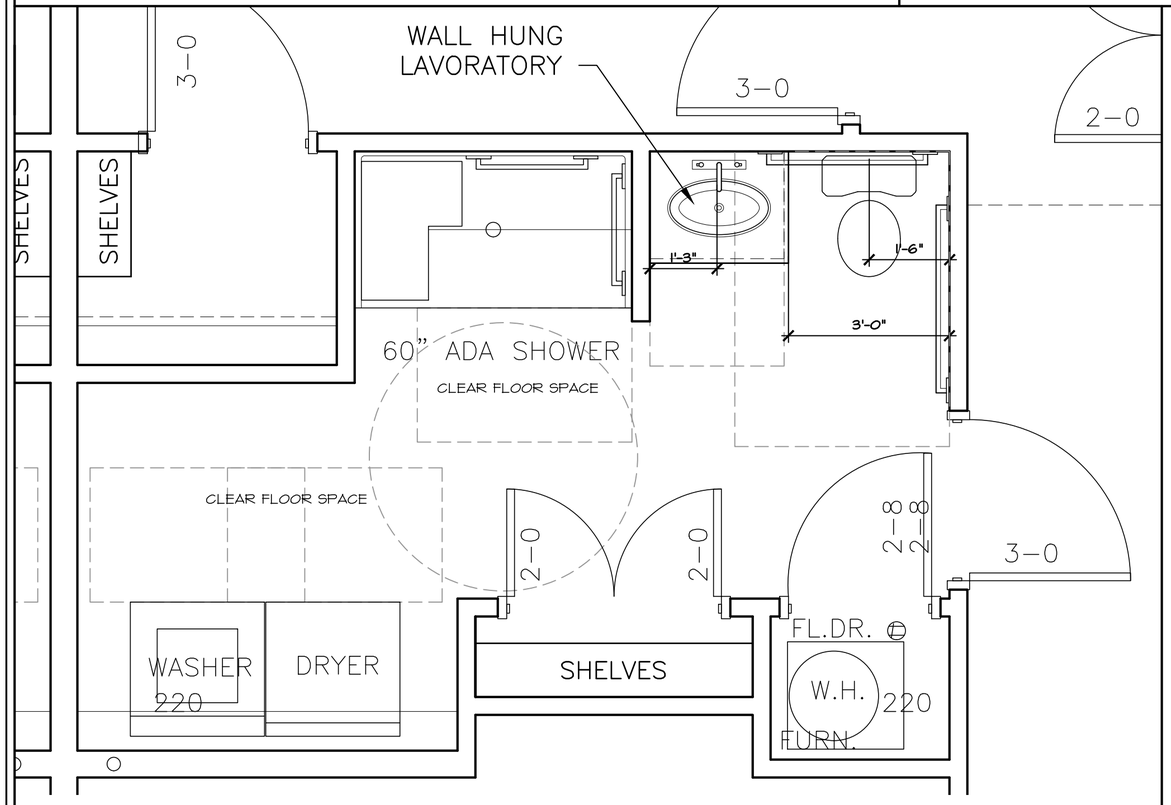
A2.1

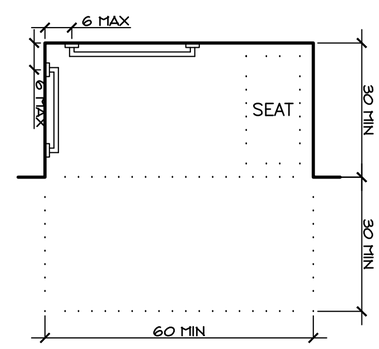


TYP. GRAB BARS

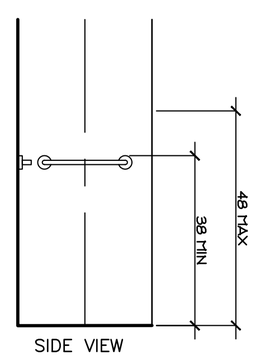


TYP. LAV. CLEARANCE

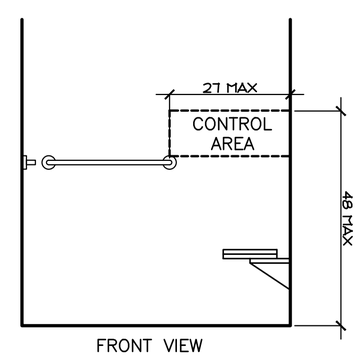




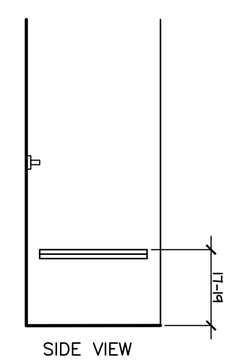
TOP VIEW



SIDE VIEW



FRONT VIEW



SIDE VIEW

1 ADA DETAILS
1/2" = 1'-0"

GARDEN CITY DUPLEXES
2 BDRM 1 BATH - ACCESSIBLE UNIT 1,037 S.F.
GARDEN CITY, KANSAS

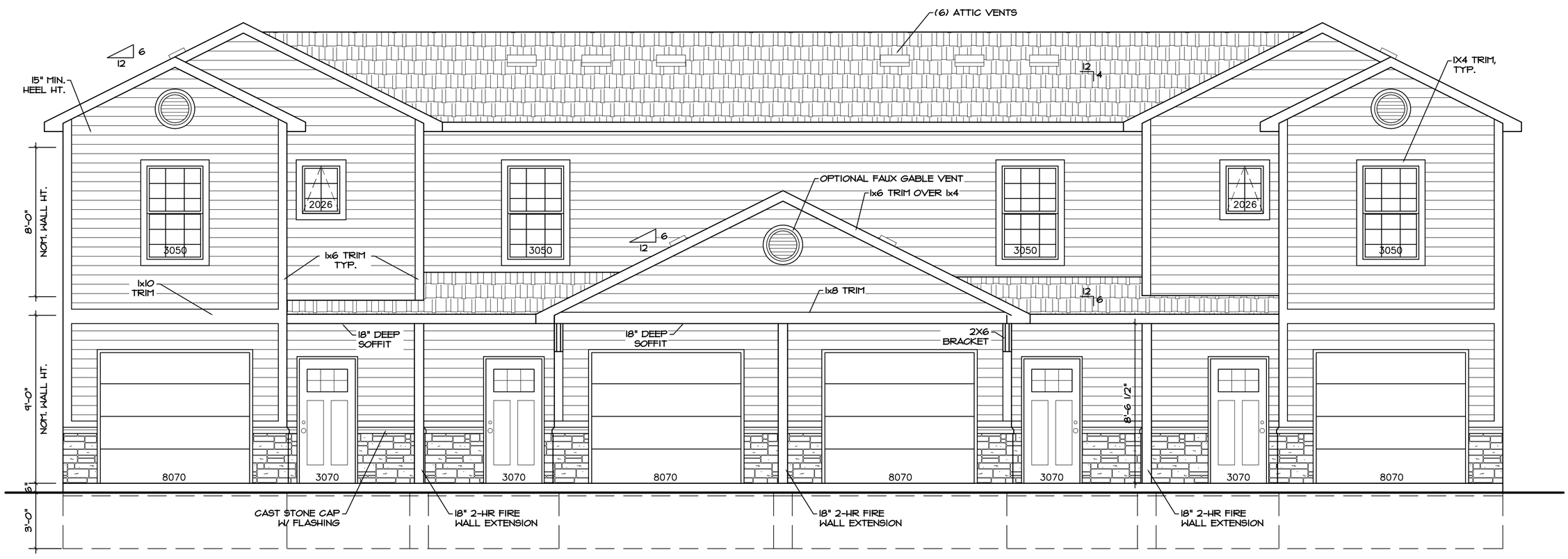
Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

ADA DETAILS

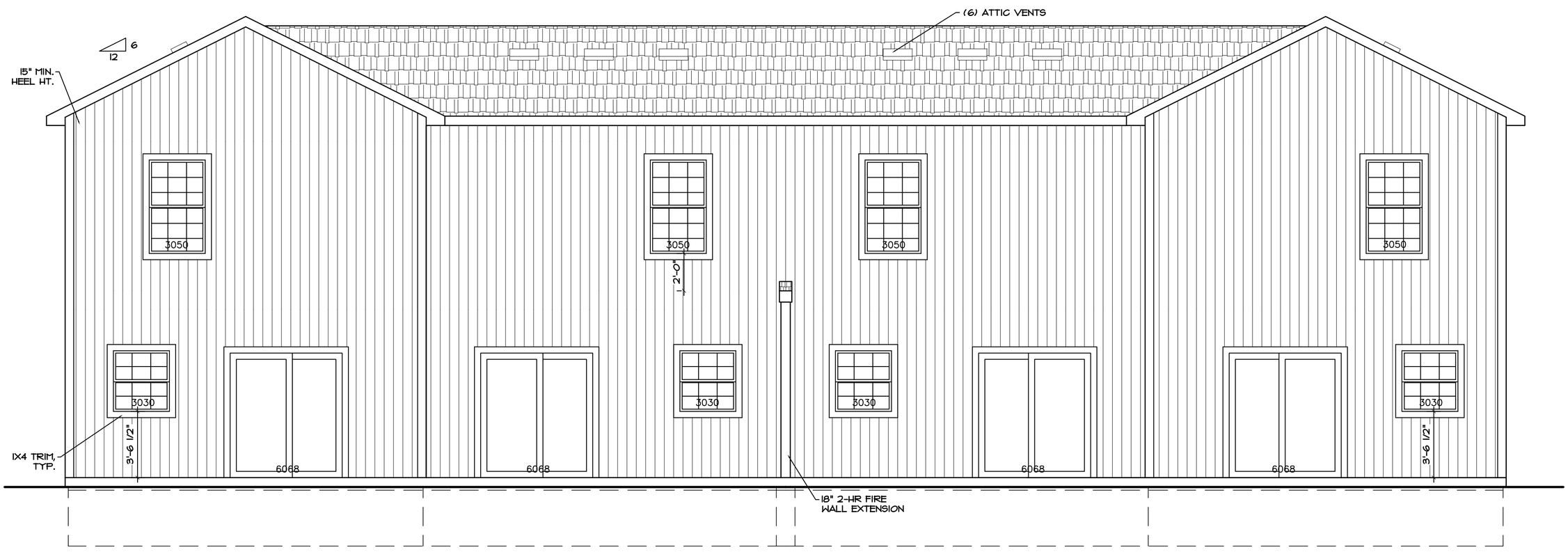
Date: 2019/06/07
Drawn by : LCF
Checked by : SCH
Revisions :

A3.0

310
312



1 FRONT ELEVATION - GABLE
1/4" = 1'-0"



2 REAR ELEVATION - GABLE
1/4" = 1'-0"

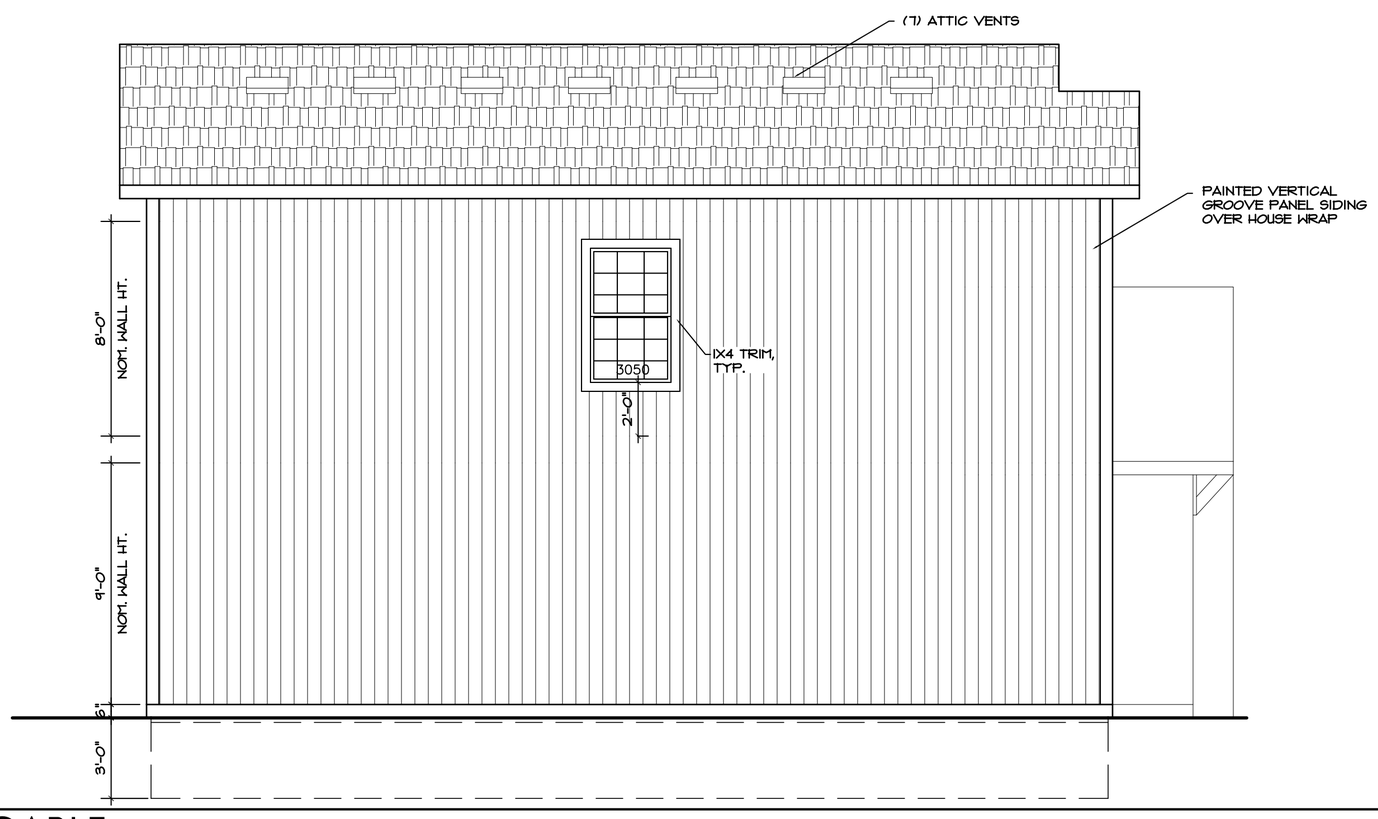
PRAIRIEBROOKE FOUR-PLEX
(2) 3-BEDROOM 2.5-BATH & (2) 2-BEDROOM 1.5-BATH - STANDARD UNITS
GARDNER, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

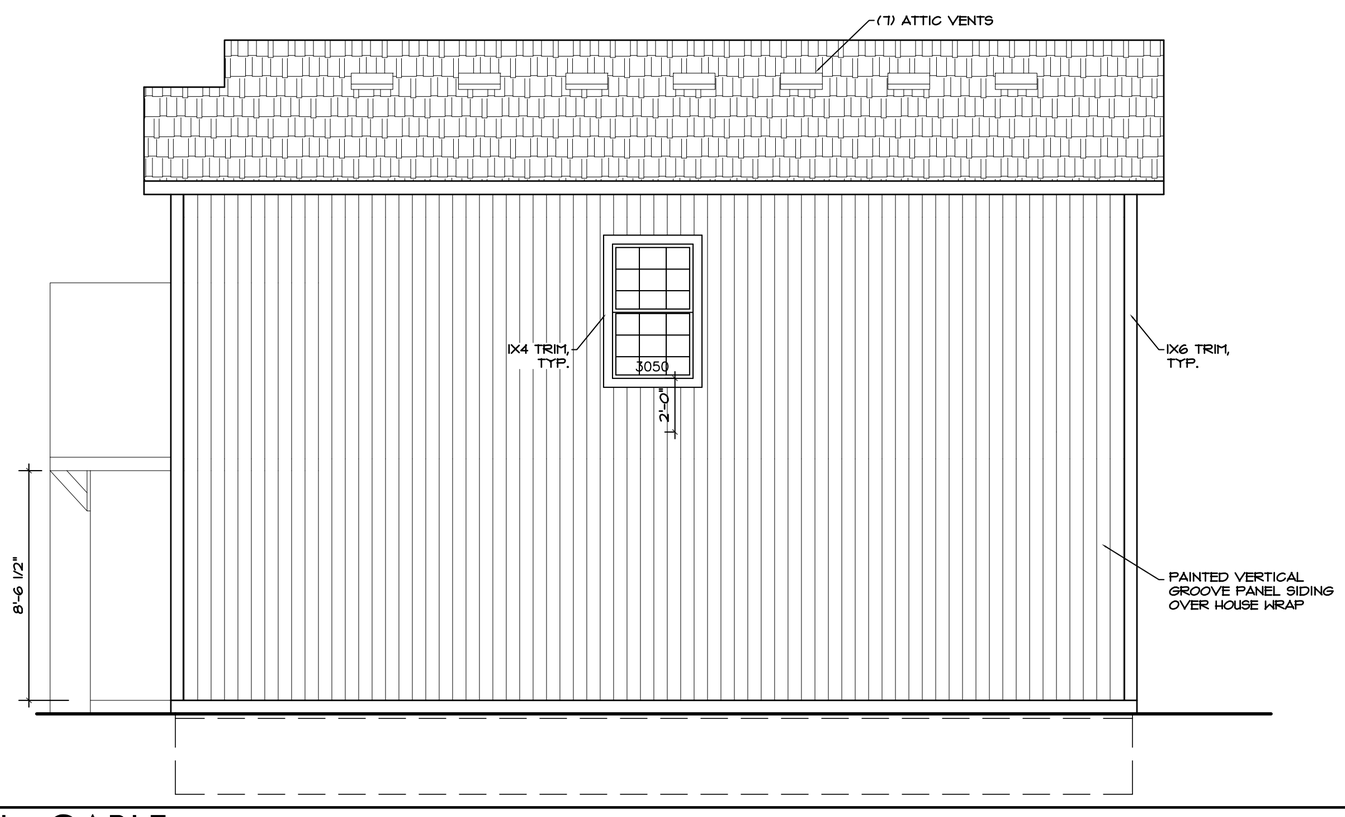
ELEVATIONS

Date: 2020/04/22
Drawn by : SCH SJB
Checked by :
Revisions :

A2.0



1 LEFT ELEVATION - GABLE
1/4" = 1'-0"



2 RIGHT ELEVATION - GABLE
1/4" = 1'-0"

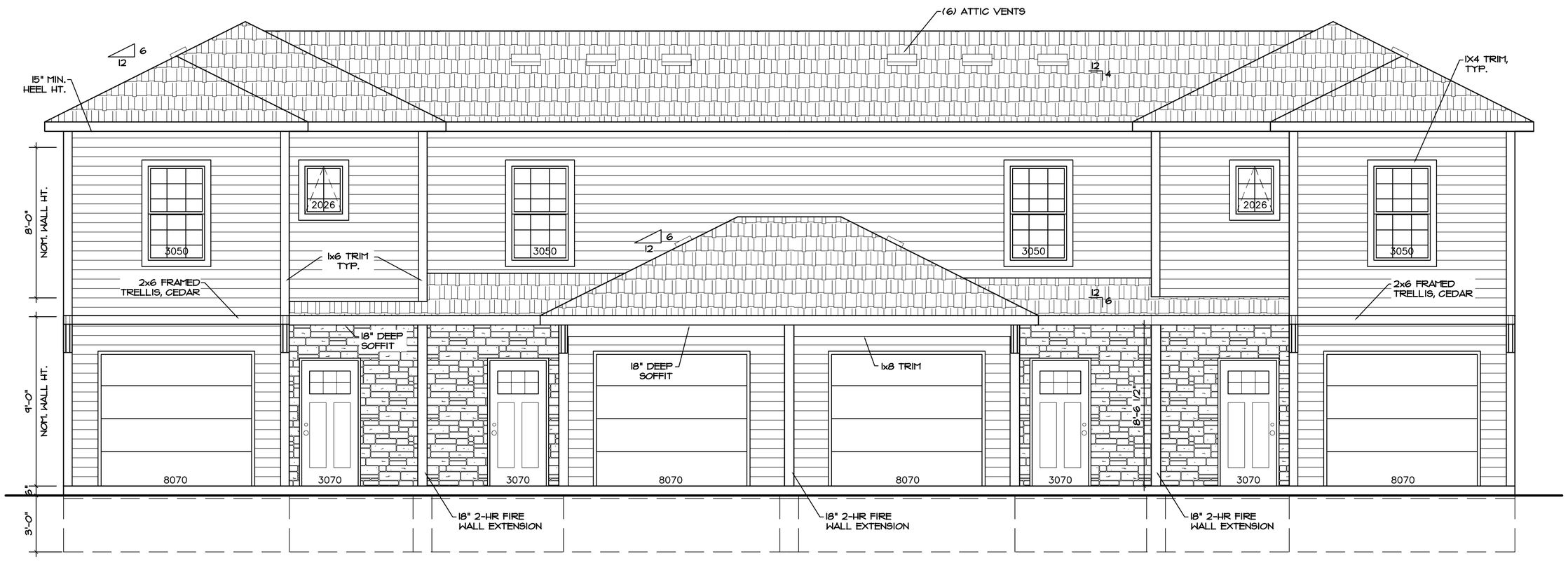
PRAIRIEBROOKE FOUR-PLEX
(2) 3-BEDROOM 2.5-BATH & (2) 2-BEDROOM 1.5-BATH - STANDARD UNITS
GARDNER, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

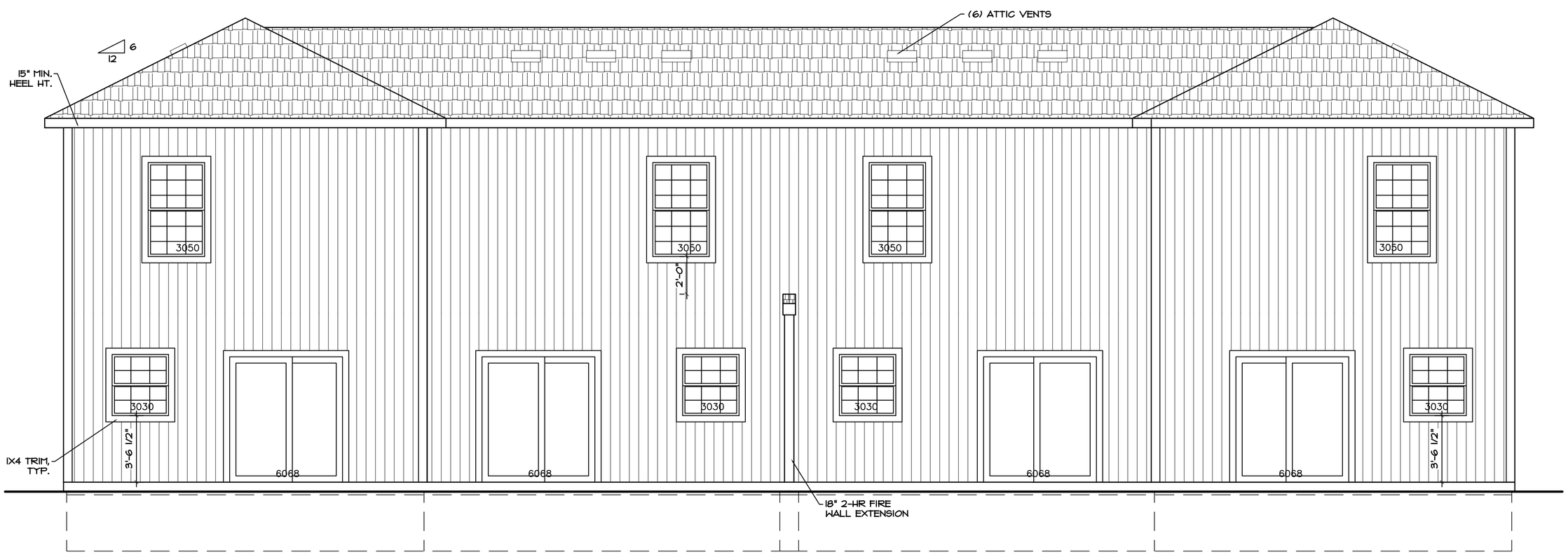
ELEVATIONS

Date: 2020/04/22
Drawn by : SCH SJB
Checked by :
Revisions :

A2.1



1 FRONT ELEVATION - HIP
1/4" = 1'-0"



2 REAR ELEVATION - HIP
1/4" = 1'-0"

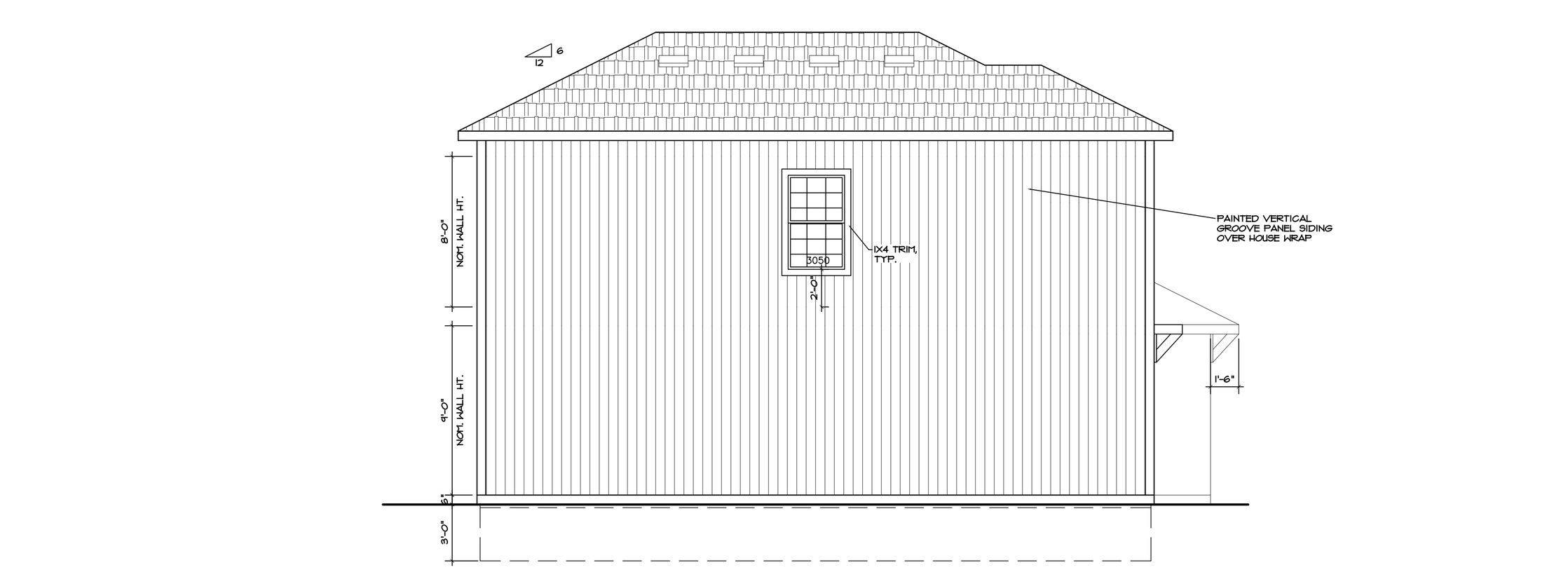
PRAIRIEBROOKE FOUR-PLEX
(2) 3-BEDROOM 2.5-BATH & (2) 2-BEDROOM 1.5-BATH - STANDARD UNITS
GARDNER, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

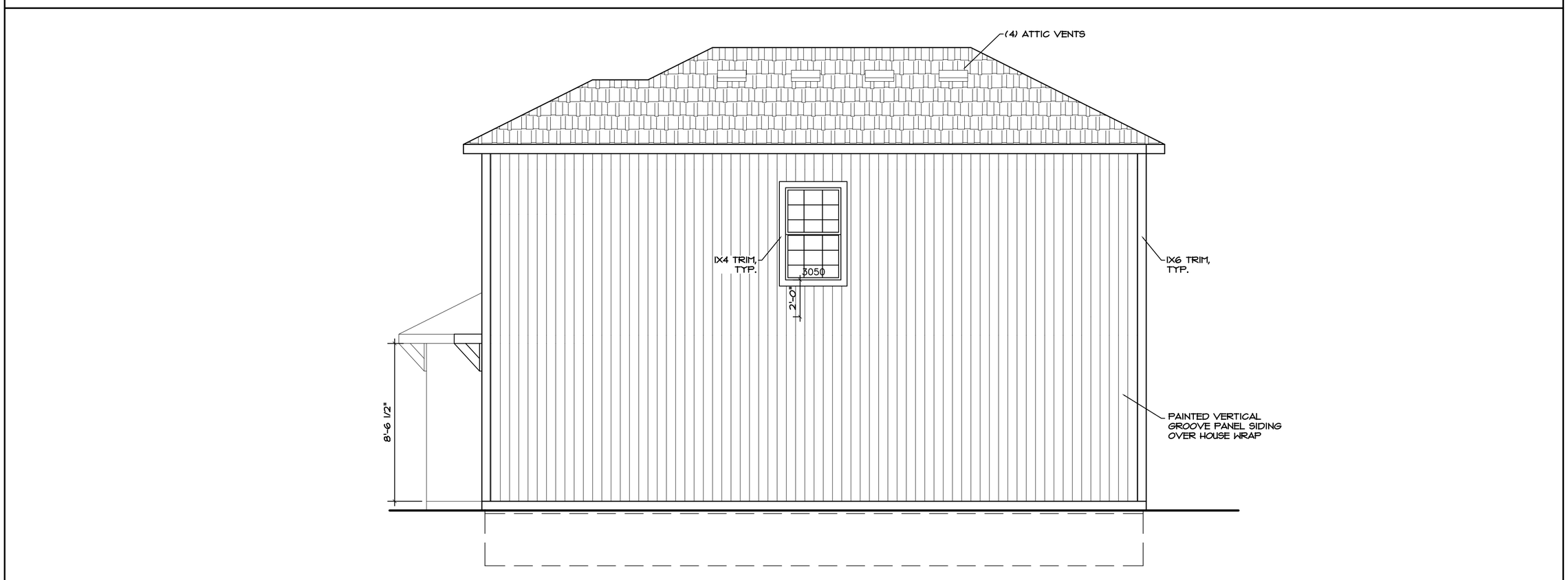
ELEVATIONS

Date: 2020/04/22
Drawn by : SCH SJB
Checked by :
Revisions :

A2.2



1 LEFT ELEVATION - HIP
1/4" = 1'-0"



2 RIGHT ELEVATION - HIP
1/4" = 1'-0"

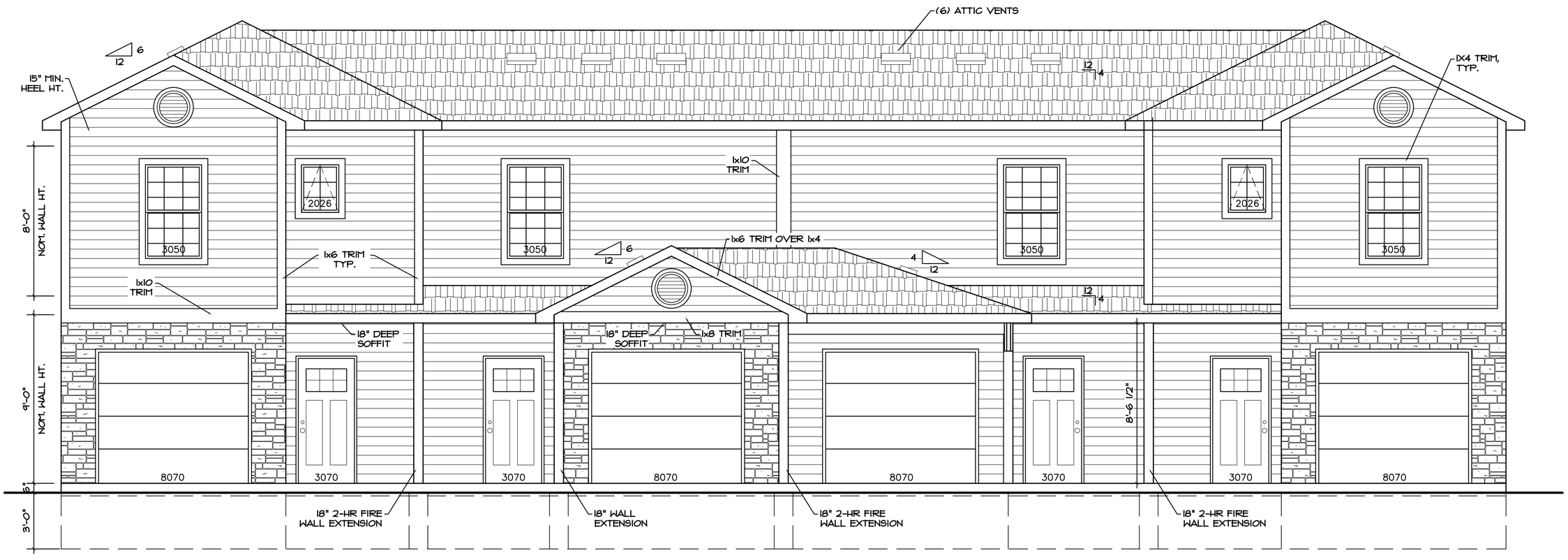
PRAIRIEBROOKE FOUR-PLEX
(2) 3-BEDROOM 2.5-BATH & (2) 2-BEDROOM 1.5-BATH - STANDARD UNITS
GARDNER, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

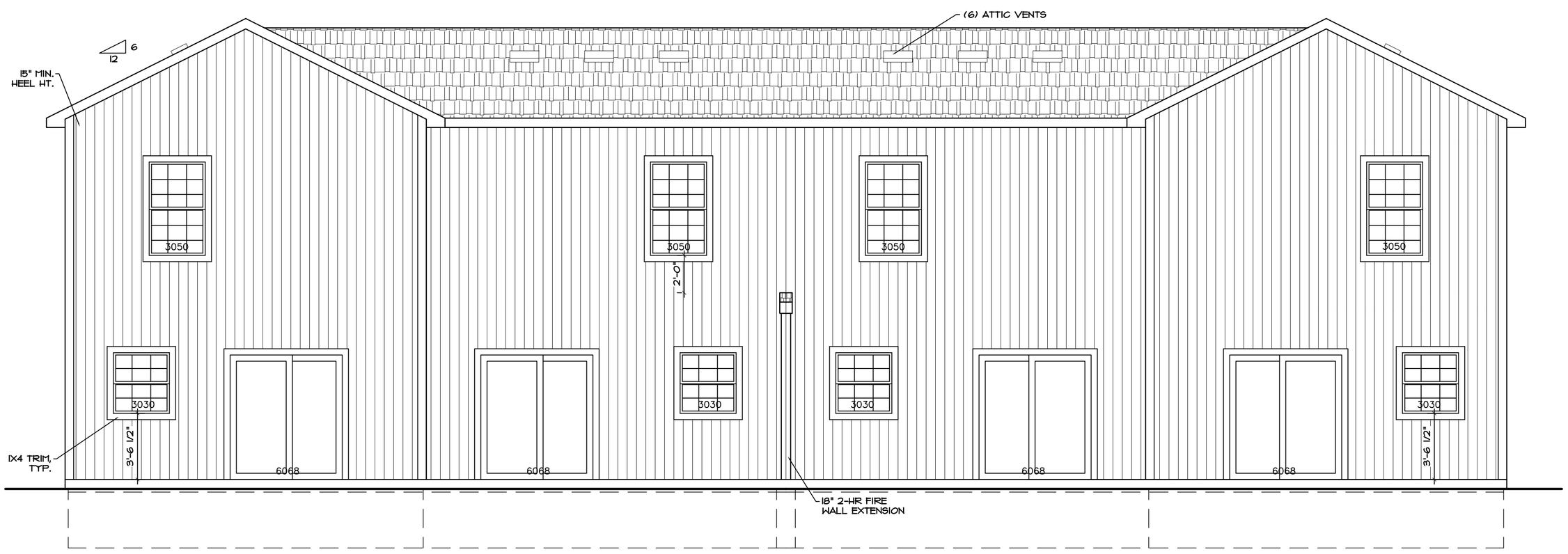
ELEVATIONS

Date: 2020/04/22
Drawn by : SCH SJB
Checked by :
Revisions :

A2.3



1 FRONT ELEVATION - GABLE ON HIP
1/4" = 1'-0"



2 REAR ELEVATION - GABLE ON HIP
1/4" = 1'-0"

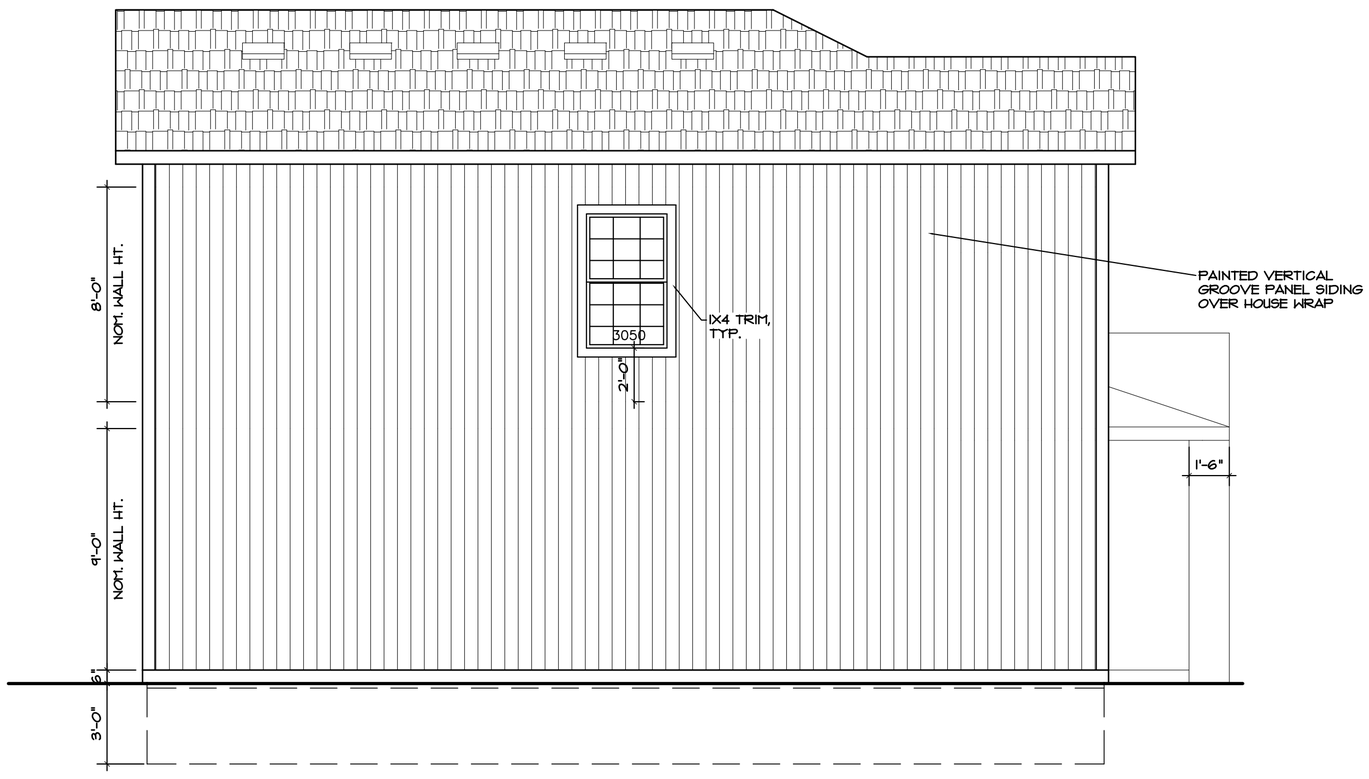
PRAIRIEBROOKE FOUR-PLEX
(2) 3-BEDROOM 2.5-BATH & (2) 2-BEDROOM 1.5-BATH - STANDARD UNITS
GARDNER, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

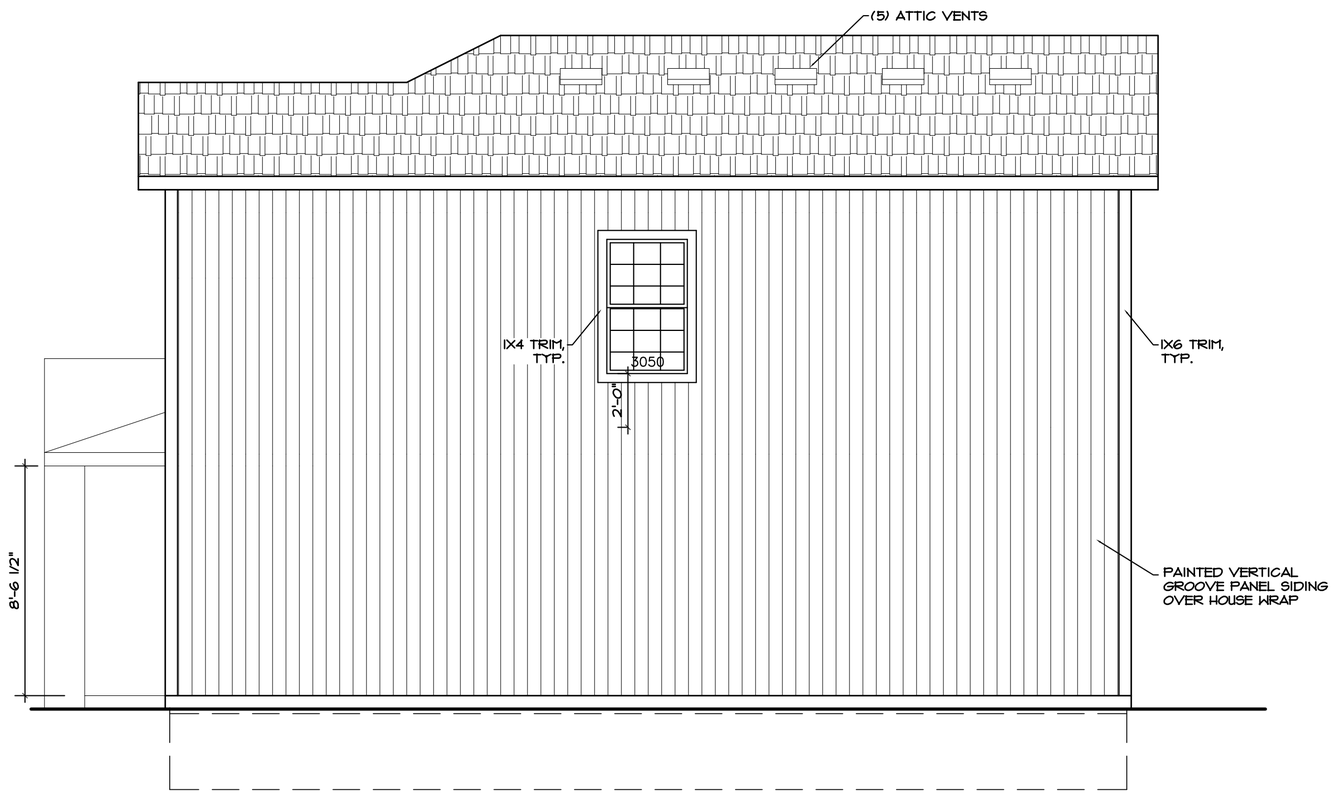
ELEVATIONS

Date: 2020/04/22
Drawn by : SCH SJB
Checked by :
Revisions :

A2.4



1 LEFT ELEVATION - GABLE ON HIP
1/4" = 1'-0"



2 RIGHT ELEVATION - GABLE ON HIP
1/4" = 1'-0"

PRAIRIEBROOKE FOUR-PLEX
(2) 3-BEDROOM 2.5-BATH & (2) 2-BEDROOM 1.5-BATH - STANDARD UNITS
GARDNER, KANSAS

Hernly
ARCHITECTS
1100 Rhode Island St.
Lawrence, Kansas
66044
785 - 749 - 5806
FAX 785 - 749 - 1515

ELEVATIONS

Date: 2020/04/22
Drawn by : SCH SJB
Checked by :
Revisions :

A2.5

GARDNER KANSAS
Blazing New Trails

Business & Economic Development **MEMORANDUM**

TO: Gardner Planning Commission

FROM: Kelly Drake Woodward, AICP, Chief Planner

DATE: April 28, 2020

SUBJECT: Various communications from Michael Snodgrass regarding Prairiebrooke Villas via email on April 22.

The purpose of this particular development is to provide quality, affordable housing for working persons/families. Our funding sources include 4% tax credits, and State and County HOME funds, as well as Affordable Housing Trust Funds. The 4% tax credits restrict the rents to an aggregate of 60% of area median income, the HOME funds also have a limit of not more than 80% of AMI for income limits, and the AHTF restricts incomes to under 30% of area median income. The HOME programs, while administered locally at the County and the State, are federal programs. As is the AHTF.

There is a relatively new provision in the tax credits which allows "income averaging", which means that as long as the weighted average of units is below 60%, you can have incomes in your units of 30%-80%.... so we truly should have something for everybody that works in your area. We have found that a lot of starting school teachers and first responders are eligible, and there will be most of the folks that work at the intermodal hub that will be eligible. If you make $20/hr you are eligible, and even if you are two persons working at $12.50 you are likely eligible as the income limits go up with more folks in the household.

In addition to the income limits for tenants, there is also a corresponding maximum rents that we can charge for rent....right now we are at/near the max rents allowable. County officials are extremely interested in providing more affordable housing into the County, as there's a severe lack as evidenced by KC Star articles you've probably read in the past.

The "cap" on rents is why any increase in costs has to be met with a corresponding decrease somewhere else... I've stated this before, but in the private market you just increase rents and your permanent loan, but with the tax credits and the HOME programs you can't do that.

To apply for the State HOME funds and the 4% tax credits, we had to complete a detailed Market Study (available on request). The market study is attached, and expects all 60 units of Phase I to be leased up in 4 months at an average of 15 units/month. I think that is conservative in nature, and I expect it will be even quicker. There's probably some good info you can use in the attached market study.

It's hard to predict exactly the demographics that will be attracted to the project, but I can tell you that in our Johnson County HOME program for single-family acquisition/rehab, it seems that a lot

of young, single persons are attracted. Their incomes are generally lower in the first years after high school/college and so this is usually a transition for them. I expect that some of the units will be occupied by newly established teachers from the nearby school, and possibly other local government employees. Remember, 80% of area median income is roughly $48,500 for a single person. I'm not sure if all the starting salaries at Gardner are over $48,500, but I suspect that some of them are not. The rest of the units we suspect will be occupied by folks/families that are working at the nearby intermodal hub. It's impossible to speculate how many will have children and how the school will be impacted, but certainly not more than any of the other surrounding developments.

In addition, we have to provide ADA units (required by the HOME program to be 5% of total development units). We are constructing 4 duplex buildings to be ADA, and these tend to either be older persons that don't want the stairs, or persons that are indeed in need of ADA units. These units tend not to have children in them.

GARDNER KANSAS

RECEIVED
MAR 13 2020
By

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

ZONING MAP AMENDMENT (REZONING) APPLICATION

Pre-App Date 2/17/2020
Fee $1625 pd
File No. Z-20-06

OWNER INFORMATION

Name(s) Owner Finance LLC

Contact Tim Gates

Address P.O. Box 4057

City Overland Park State Kansas Zip 66204

Phone 913-645-3579 Email timothygates@yahoo.com

APPLICANT/AGENT INFORMATION

Name(s) OIKOS Development Corporation

Contact Michael Snodgrass

Address 1712 Main Street, Suite 206

City Kansas City State Missouri Zip 64108

Phone 816-352-4258 Email msnodgrass.odc@gmail.com

SITE INFORMATION

Property Address/Location: North of W. 147th Street and East of Kill Creek Road

Legal Description (Attach If Necessary) Attached "Exhibit A"

Total Site Area 14.023 Acres

Present Zoning RP-2 Proposed Zoning RP-3

Present Land Use Agricultural/Vacant Lot Proposed Land Use Multi-Family Housing

Proposed Building Type(s) Duplex and Fourplex

Please indicate a reason for the request:

To allow for fourplexes

SIGNATURE

I/We, the undersigned am/are the **(owner(s)), (duly authorized agent), (Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for rezoning as indicated above.

Signature(s): Date 2/13/20

Date

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

ZONING MAP AMENDMENT (REZONING) APPLICATION CHECKLIST

APPLICATION SUBMITTAL REQUIREMENTS

Yes	No	
X		1. Complete application packet
X		2. Application fee
X		3. Digital copies (PDF) of the completed application and legal description (Word)
		4. Sign posting affidavit
X		5. Preliminary Development Plan application and plans (if rezoning to a planned development)

Please respond to the following statements:

Anticipated relationship of proposed zoning to economic development or public health, safety and welfare:

The project will increase property value and tax revenue for the City of Gardner. No anticipated adverse effect on public health, safety and welfare

Anticipated impact of proposed zoning/use on existing public infrastructure:

The existing public infrastructure has capacity for this project

I hereby submit all information required for rezoning application review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted.

Signature of Applicant

Date

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

OWNER AFFIDAVIT

I/WE_____, hereby referred to as the "Undersigned", being of lawful age, do hereby on this _____ day of _____, 20___, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

   See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize _____ (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding _____ (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation of partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

   IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

_____ _____

Owner Owner

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20___, by

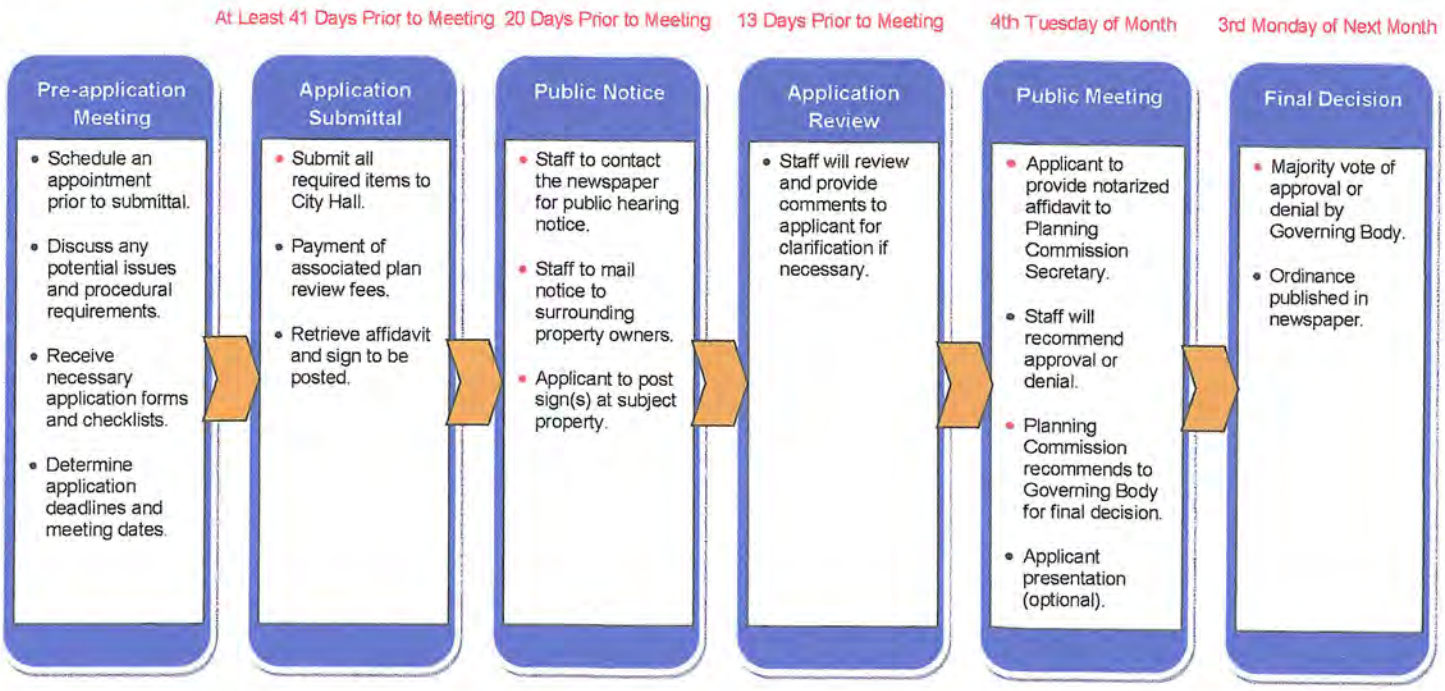
_____.

My Commission Expires: _____

Notary Public

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

ZONING MAP AMENDMENT (REZONING) APPLICATION PROCESS



● Significant requirement with an associated deadline.

* Please refer to the Planning Commission "Schedule and Submittal Deadline" calendar for upcoming submission deadlines and meeting dates.

REVIEW CRITERIA

The review of a rezoning is based on the regulations of the Land Development Code, Title 17 of the Gardner Municipal Code at www.gardnerkansas.gov/documents/city-code.

The rezoning shall be reviewed according to the following criteria:

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;
2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;
3. The suitability of the subject property for the uses to which it has been restricted;
4. The extent to which removal of the restrictions will detrimentally affect nearby property;
5. The length of time the subject property has remained vacant as zoned;
6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;
7. The recommendations of professional staff;
8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;
9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and
10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

PRELIMINARY DEVELOPMENT PLAN APPLICATION

Pre-App Date _____
Fee _____
File No. _____

OWNER INFORMATION

Name(s) Owner Finance LLC

Contact Tim Gates

Address P.O. Box 4057

City Overland Park State Kansas Zip 66204

Phone 913-645-3579 Email timothygates@yahho.com

APPLICANT/AGENT INFORMATION

Name(s) OIKOS Development Corporation

Contact Michael Snodgrass

Address 1712 Main Street, Suite 206

City Kansas City State Missouri Zip 64108

Phone 816-352-4258 Email msnodgrass.odc@gmail.com

SITE INFORMATION

Property Address/Location North of W. 174th Street and East of Kill Creek Road

Legal Description (Attach If Necessary) Attached "Exhibit A"

Number of Existing Lots 1 Number of Proposed Lots 6 Lots and 2 Tracts

Total Site Area 14.023 acres Present Zoning RP-2

Present Land Use Agricultural/Vacant Lot Proposed Use(s) Multi-Family Housing

Proposed Street Design Type(s) & Class Residential local street (28' back to back)

Proposed Type(s) Open & Civic Space Trail/Greenway

Proposed Frontage Type(s) Buffer Edge

Proposed Building Types(s) Duplexes and Fourplexes

SIGNATURE

I/We, the undersigned am/are the **(owner(s)), (duly authorized agent), (Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for a preliminary development plan as indicated above.

Signature(s): _____ Date _____

_____ Date _____

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

PRELIMINARY DEVELOPMENT PLAN APPLICATION CHECKLIST

APPLICATION SUBMITTAL REQUIREMENTS

Yes	No	
X		1. **Complete application packet**
X		2. **Application fee**
X		3. **10 complete sets of full sized plans printed and folded**
X		4. **Digital copies (PDF) of the completed application, plans, and legal description**
		5. **Sign posting affidavit**
X		6. **Preliminary Stormwater Management Plan** (2 printed and 1 digital copy)
X		7. **Preliminary Traffic Assessment** See Access Management Code. (2 printed and 1 digital copy)

PRELIMINARY DEVELOPMENT PLAN REQUIREMENTS

X		1. **Public Realm Plan** A plan outlining the general location, design characteristics, and functions of all proposed streets, storm water management, open spaces, civic spaces, and circulation networks – whether public, common or private – that will create the public realm for the plan.
X		2. **Development Plan** A plan indicating the specific land uses and their density/intensity, block and lot patterns, building types and scale, design characteristics, and other building and site design elements that reflect the proposed character of the plan. This plan shall have a particular emphasis on how these elements relate to the public realm plan and where transitions between these elements occur at a parcel or block scale, both within the development and in coordination with abutting property. The development plan shall specifically identify where development standards may differ from those otherwise applicable through the base zoning districts and general development requirements of this Code.
X		3. **Existing Conditions** Analysis identifying the general layout of any existing structures, streets or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other features.
X		4. **Phasing or Implementation** A strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final site plans.
X		5. **Names, addresses, and phone numbers** of all companies, firms, or individuals involved in the preparation of the plat (i.e. property owner, engineer, surveyor, etc.).

Yes	No	
[X]	[ ]	6. **Date of preparation** and/or revisions.
[X]	[ ]	7. **Vicinity map** (drawn at a scale of 1"=2,000', locating the proposed subdivision in relation to the section of land, including township and range, section street names, and a north arrow.)
[X]	[ ]	8. **A legal boundary description** with angular bearings and linear distances, referenced to section or quarter-section corners, Point of Commencing and/or Point of Beginning, and the overall area of the plat in acres.
[X]	[ ]	9. **Location of monuments,** shown in reference to existing official monuments or the nearest established ¼ section corner, including the bearings and distances to such reference points or monuments.
[X]	[ ]	10. **Boundary lines** of the subdivision shall be enclosed with one continuous bold line, showing approximate dimensions (bearings and distances).
[X]	[ ]	11. **Lots and tracts** identified clearly, with blocks numbered or lettered boldly and clearly in the center of the block, and lot dimensions with bearings and distances, and area in square feet.
[X]	[ ]	12. **Building setback lines** along public and private streets with dimensions in feet.
[X]	[ ]	13. **Existing streets and driveways** which abut, touch upon or extend through the subdivision and/or streets located within 400 feet of the plat. The description shall include types and widths of existing surfaces, right-of-way widths, and dimensions of any bridges and culverts.
[X]	[ ]	14. **Location of existing open space, alleys, parks, streams, ponds,** or other similar features within plat, and whether they are to be retained or removed.
[X]	[ ]	15. **Location of existing buildings** and structures within 200 feet of the plat.
[X]	[ ]	16. **Existing utilities,** including sanitary sewer, force main, water main, gas mains, culverts and storm sewer pipe, street lights, electric conduits, and invert elevations of sewers at points of proposed connection.
[X]	[ ]	17. **Topography** of the area contained in the plat and within 20 feet of the plat boundary shown by 2-foot contour intervals and proposed preliminary grading. Contour lines shall be legible but not overpowering.
[X]	[ ]	18. **Proposed street network,** including right-of-way, bearings, tangents, and horizontal and vertical curvature data (use of flow direction arrows and percent of grade is permitted at preliminary for vertical curve data, unless otherwise specified/required) along the centerline of each street.
[X]	[ ]	19. **Proposed sidewalks** and/or trail locations including proposed widths.
[X]	[ ]	20. **Proposed utilities,** including approximate location of sanitary sewer, water main, street lights, and storm sewer.
[X]	[ ]	21. **Existing and proposed easements** with dimensions. Existing easements shall be labeled with book and page number. A 10-foot utility easement shall be shown adjacent to arterial streets.
[X]	[ ]	22. **Any area within a federally designated floodplain.** Location, stations, and elevations of the 100-year floodplain within the plat and 100-year elevations at rear lot corners adjacent to FEMA and Shaded Zone X floodplains. The source of the floodplain information shall be clearly labeled (example: FIRM, Map #20091C0041D, September 27, 1991).

Yes	No	
X		23. **Stream corridor boundary** and dimensions.
	X	24. **Intersection site distance analysis.**
	X	25. **Vehicle maneuvering/turning templates** reflecting the site can accommodate a minimum SU-30 class vehicles (for emergency access to all areas of the site), and the appropriate site-design vehicle for any other special areas of the site (such as delivery or dock areas, etc.), as necessary.
X		26. **All public streets** within the plat conform to the applicable minimum design standards set forth in the Land Development Code and Technical Specifications.

I hereby submit all information required for preliminary development plan review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted.

Signature of Applicant

2/13/22
Date

GARDNER KANSAS

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

OWNER AFFIDAVIT

I/WE Owner Finance LLC, Timothy S. Gates, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 13 day of March, 2020, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

   See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Gates Development Company (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding Rezoning Application (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation of partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Owner

Owner

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me on this 13th day of March, 2020, by Timothy S. Gates.

My Commission Expires: NOTARY PUBLIC - State of Kansas LESLIE RUIZ My Appt. Expires 10/9/2022

Notary Public

CITY OF GARDNER, KANSAS
*** CU')MER RECEIPT ***

Batch ID: GAKSCOM 3/13/20 01 Receipt no: 20078

Type	SvcCd	Description	Amount
ZS		FEES-ZONING & SUBDIVISION	
	Qty	1.00	$625.00

REZONING PRAIRIEBROOKE
Trans number: 1637525

Tender detail
CK Ref#: 1107 $625.00
Total tendered: $625.00
Total payment: $625.00

Trans date: 3/13/20 Time: 10:02:15

*** THANK YOU FOR YOUR PAYMENT ***

EXHIBIT “A”

PROPERTY DESCRIPTION: PRAIRIEBROOKE VILLAS – OVERALL PROPERTY DEVELOPMENT

All that part of the West Half of the Southeast Quarter of Section 22, Township 14 South, Range 22 East of the 6th Principal Meridian now in the City of Gardner, Johnson County, Kansas and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 22; thence North 88°12’50” East along the South line of said Southeast Quarter a distance of 1310.47 feet to the Southeast corner of the West Half of the Southeast Quarter of said Section 22; thence along the East line of said West Half, said East line also being the East line of PRAIRIEBROOKE and the West line of DOUBLE GATE IV both being subdivisions of land in said City, County and State, North 02°13’55” West a distance of 771.73 feet to the Northeast corner of said PRAIRIEBROOKE and the POINT OF BEGINNING of the herein described tract of land; thence along the North line of said PRAIRIEBROOKE the following six (6) courses; thence South 87°46’04” West a distance of 153.26 feet; thence North 85°11’51” West a distance of 100.00 feet; thence South 79°05’00” West a distance of 139.93 feet; thence Northwesterly along a curve to the left whose initial tangent bears North 10°55’00” West with a central angle of 09°34’20” a radius of 375.00 feet and an arc length of 62.65 feet; thence South 69°30’42” West a distance of 50.00 feet; thence South 57°08’17” West a distance of 316.75 feet to the Northwest corner of Lot 16 of said PRAIRIEBROOKE and the Easterly right-of-way line of Kill Creek Road as now established by PRAIRIEBROOKE VILLAGE a subdivision of land in said City, County and State; thence along the Easterly right-of-way line of said Kill Creek Road the following eight (8) courses; thence North 48°16’16” West a distance of 220.15 feet; thence along a curve to the right with a central angle of 23°19’55” a radius of 500.00 feet and an arc length of 203.61 feet; thence North 67°55’37” East a distance of 19.39 feet; thence North 22°04’23” West a distance of 50.00 feet; thence South 67°55’37” West a distance of 19.39 feet; thence along a curve to the right whose initial tangent bears North 19°12’25” West with a central of 02°45’21” a radius of 500.00 feet and an arc length of 24.05 feet; thence North 16°27’06” West a distance of 309.16 feet; thence along a curve to the left with a central angle of 14°40’35” a radius of 330.00 feet and an arc length of 84.53 feet; thence departing said right-of-way line North 68°52’21” East a distance of 442.44 feet; thence South 23°21’30” East a distance of 127.78 feet; thence South 56°55’36” East a distance of 133.37 feet; thence South 69°00’43” East a distance of 603.85 feet to the East line of the West Half of said Southeast Quarter and the West line of said DOUBLE GATE IV; thence South 02°13’55” East along said lines a distance of 351.86 feet to the POINT OF BEGINNING.

Containing 610,857 square feet or 14.0233 acres, more or less.

GARDNER KANSAS
Blazing New Trails
BUSINESS & ECONOMIC DEVELOPMENT

April 6, 2020

Dear Property Owner:

The Gardner Planning Commission will hold their regular meeting on **Tuesday, April 28, 2020, beginning at 7:00 p.m.,** in the **Gardner City Hall, 120 E Main Street**. The following items may be of interest to you:

> **Z-20-06(PDP-20-02)**: Rezoning of approximately 14 acres from RP-2 (Planned Two-Family Residential) District to RP-3 (Planned Garden Apartment) District and associated preliminary development plan for Prairiebrooke Villas, an attached single-family residential development of quad row houses and duplexes, located north of W 174th Street and east of Kill Creek Road, at the extension of Pratt Street. (Tax Id CF221422-4007)

Rezoning requests are considered public hearing items and the public will be given the opportunity to make oral comments on such requests at the meeting. Please check the City's website at www.gardnerkansas.gov for updated information regarding the meeting prior to attending. Written comments are welcome and encouraged and may be mailed or emailed to me at kwoodward@gardnerkansas.gov.

A complete legal description for this property is available at the City of Gardner Business & Economic Development Department at Gardner City Hall, 120 E. Main Street, Monday - Friday from 8:00 a.m. - 5:00 p.m. If you have questions relating to this matter, please contact me at 913-856-0954.

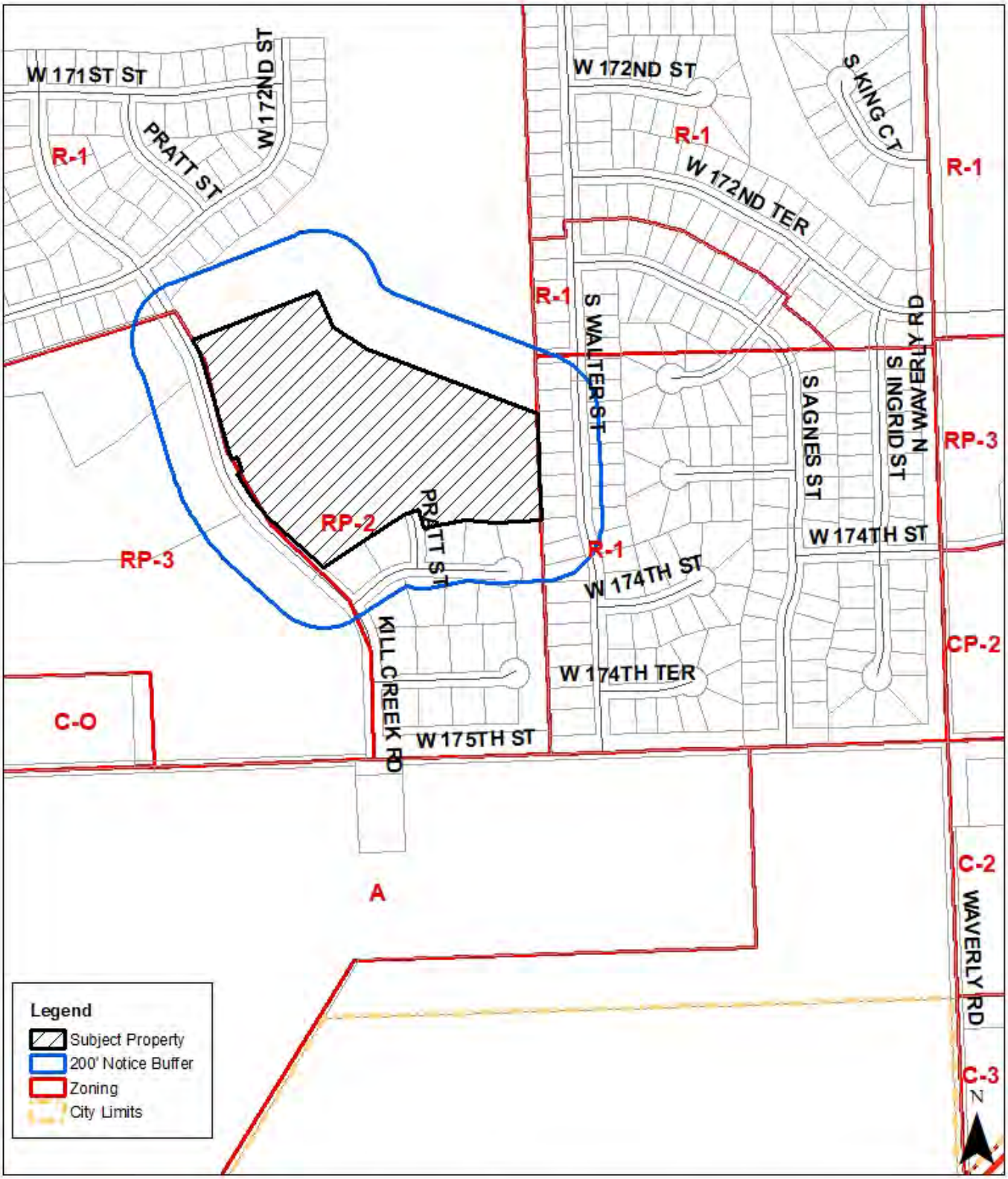
After the Planning Commission makes a recommendation, property owners within 200' of the subject area, 1,000' in the county, may submit a protest petition against such recommendation. The protest petition must be filed with the City Clerk, within 14 days of the conclusion of the public hearing. For more information, contact the Business & Economic Development Department.

PLEASE NOTE: If you have recently transferred ownership of your property in the area of this request, or if such property is under a contract purchase agreement, we ask you to please forward this letter to the new owner or the contract purchaser.

Sincerely,

Kelly Drake-Woodward, AICP
Chief Planner

Enclosure



Gardner Planning Commission
Z-20-06(PDP-20-02): Rezoning from RP-2 to RP-3 and preliminary development plan for Prairiebrooke Villas
Meeting Date: April 28, 2020

Map Date: 3/31/20

City of Gardner, KS

Council Actions

May 18, 2020

The City Council took the following actions at the May 18, 2020, meeting:

1. Proclaimed May 17-23, 2020 as “Public Works Week” in the City of Gardner, Kansas.
2. Presented the 2021-2022 Proposed Budget Draft.
3. Approved the minutes as written for the regular meeting held May 4, 2020. (Passed unanimously)
4. Approved City expenditures prepared May 1, 2020 in the amount of $245,314.05; and May 8, 2020 in the amount of $301,478.81 and $49,473.00. (Passed unanimously)
5. Accepted the agreement between KDOT and the City of Gardner to develop a business development and economic plan for the Gardner Municipal Airport and approved the expenditure of $4,000 of matching funds from the City’s Airport Fund as detailed in the agreement, and authorized the City Administrator to sign the agreement. (Passed unanimously)
6. Accepted the agreement between KDOT and the City of Gardner to design a new campus plan for the Gardner Municipal Airport and approved the expenditure of $5,400 of matching funds from the City’s Airport Fund as detailed in the agreement, and authorized the City Administrator to sign the agreement. (Passed unanimously)
7. Accepted the agreement between the FAA and the City of Gardner for the FAA Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the Gardner Municipal Airport, and authorized execution by the Public Works Director. (Passed unanimously)
8. Accepted the dedication of right-of-way and easements on the revised final plat FP-20-05 for QuikTrip Store No. 0294 located at the southwest corner of Gardner Road and 188th Street. (Passed unanimously)
9. Accepted the recommendation of the Planning Commission and adopted Ordinance No. 2664, an ordinance changing the zoning classifications or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas. (Passed unanimously)
10. Entered into executive session for consultation with an attorney which is deemed to be privileged in the attorney-client relationship for twenty minutes. (Passed unanimously)
11. Entered into executive session for consultation with an attorney which is deemed to be privileged in the attorney-client relationship for fifteen minutes. (Passed unanimously)