AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, February 15, 2021
7:00 p.m.

*If you wish to provide written public comment regarding any items below by email, please provide them by noon on February 15, 2021 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. Commissioner Shirley Allenbrand, Johnson County Board of County Commissioners, District 6

PUBLIC HEARINGS

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on February 1, 2021
2. Standing approval of City expenditures prepared January 29, 2021 in the amount of $940,350.10; and February 5, 2021 in the amount of $563,554.85
3. Consider authorizing the execution of an agreement with the KAW Valley Companies, Inc. to demolish and remove the former Gardner City Police Station
4. Consider authorizing the execution of an agreement with the Kansas Department of Transportation to construct improvements for the US-56 Pavement Reconstruction project
5. Consider authorizing the execution of an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project

PLANNING AND ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Lakes at Conestoga
2. Consider accepting the dedication of right-of-way and easements on the final plat for Copper Springs Meadows 1st Plat

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider applicants for City Council

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

1. Consider entering into executive session to discuss matters of attorney-client privilege related to a proposed development project
2. Consider entering into executive session to discuss matters of attorney-client privilege related to the Big Bull Creek Wastewater Treatment Plant contract

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.

The City Council of the City of Gardner, Kansas met in regular session on February 1, 2021, 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, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; City Engineer Tim McEldowney; Finance Director Matthew Wolff; 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, Mayor Shute called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. **Proclamation recognizing Kylie Lynn Hayes' participation in National Field Archery Association 2020 Outdoor and Indoor Championship Competitions**

Mayor Shute read into record a proclamation recognizing Kylie Lynn Hayes' participation in National Field Archery Association 2020 Outdoor and Indoor Championship Competitions.

PUBLIC HEARINGS

PUBLIC COMMENTS

David Drovetta, 735 N. Mulberry St., spoke in favor of an appointment of John Tramble Jr. to fill the council vacancy from Rich Melton's resignation. John is currently an area realtor for 6 years. Prior to that, he served as air traffic controller for 22 years, after serving in the Air Force. That experience is a clear indicator of an ability to work through challenges in a calm and steady manner. John has the strength of character to fulfill the role of council member. He is open to, and welcomes, input from all sources. He is very even tempered, and reacts to situations with a calm, cool demeanor. He is active in our community as a member of the Gardner Rotary and American Legion Post 19. He has no public ties to any political party. Nature of city governance is such that political motivations are not helpful, and are often detrimental to the operation of the local community. John would not be a controversial appointment. A review of his social media posts only reveals a devotion to his wife and two rescue dogs, and should not create general anxiety with the community at large. Council appointments are an opportunity to bring new ideas and perspectives to the governing body. John would bring an attitude of care and service to the community. Mr. Drovetta encourages the governing body to allow John the opportunity to serve.

Mayor Shute read a public comment into record via an email from Rodney 'Pete' Pace, 530 W. Washington St.: "To whom it may concern: Can we please vote tonight to allow fireworks on February 7 even if it's only for a few hours? We could be the talk of the town if we allowed fireworks to celebrate another Superbowl and at the same time legally show our support to the CHIEFS!"

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on January 19, 2021**
2. **Standing approval of City expenditures prepared January 15, 2021 in the amount of $2,468,117.28; and January 22, 2021 in the amount of $655,154.14**
3. **Consider reappointment of Bryce Augustine to the Utility Advisory Commission**
4. **Consider the appointment of Harrison Hall to the Economic Development Advisory Committee**
5. **Consider the purchase of four (4) 2021 Ford Police Interceptor Sport Utility Vehicles**

6. Consider authorizing the purchase of water meters and communication modules for new development

Councilmember Baldwin made a motion to approve the Consent Agenda.

Councilmember Winters Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider the appointment of a Public Works Director

City Administrator Jim Pruetting said they received seven resumes for the position and selected three qualified candidates. The selection committee consisted of the City Administrator, Community Development Director, Utilities Director, and Human Resources Manager. Three candidates were interviewed. Mr. Headlee was the unanimous choice of the panel. He spent 20 years in the Navy. The committee focused on how his experience would translate into the public sector. They spent time on it in the interview, and Pruetting spoke to him individually. While his projects have been in the Navy, he has extensive experience working with civilians and with local and state jurisdictions on large projects. Pruetting is confident he has a good personality and strong leadership ability. He will be a strong addition to staff.

Councilmember Gregorcyk appreciates Mr. Headlee's service to the Navy. Gregorcyk works for a company that is an Ability One contractor to the military and there's a three to one ratio for every person serving in the military, and believes him to be a good fit based on the ratio and on his experience, and will bring a new filter to the organization.

Councilmember Baldwin thanked Pruetting for addressing the translation. His resume is impressive, but projects weren't tied directly to civil engineering. If he was the unanimous choice, and staff believes he'll be able to handle those projects well, then Baldwin supports. Pruetting noted Mr. Headlee teaches leadership at the naval academy. It was an impressive interview.

Councilmember Winters asked about start date. Pruetting said it would be March 1.

Councilmember Gregorcyk made a motion to appoint Kellen Headlee as the Public Works Director.

Councilmember Baldwin Seconded.

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

2. Consider adopting an ordinance amending the City of Gardner's Base Salary Structure; and consider reclassifying a city position

City Administrator Jim Pruetting said the Deputy City Administrator position would oversee the functions of Human Resources, Information Technology, and Building Maintenance departments, and coordinate other administrative tasks and responsibilities as outlined in the job description. The position will assume overall project management responsibility for large city projects with project oversight authority of department heads and coordination with outside entities. Cost avoidance through alignment of project goals and timelines to minimize costly delays and project costs overruns will be an important benefit of this position. Another area of need related to council feedback is a reduction of the use of consultants to complete city plans and studies. The position will be responsible for the maintenance and updating of existing plans and studies, and the creation of new ones where practical to self-perform those tasks. The Human Resources Manager completed a salary survey, and it's recommended that the Deputy Administrator position be assigned to salary grade 10. The Senior Mgmt Analyst position will be reclassified

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to Deputy Administrator, and incumbent Amy Nasta would be appointed to that position. No addition FTEs will be added to the city budget.

Councilmember Roberts said the FTE is in budget, but is the money in the budget? Pruetting said no, there will be an increase in that amount. Roberts asked if any training or classes will be needed? Pruetting said no. She will have opportunities for development training. Roberts asked what the process was. This is a high-level job position, why was it not opened for interviews like the director that was just appointed? Pruetting believes if they have a qualified candidate, they should be elevated. Ms. Nasta is an exceptional talent. They elevated Chief Belcher and Finance Director Wolff without going outside for interviews. If he was to go outside, he'd be looking for Ms. Nasta. It's not fair to bring in candidates, whether internal or external, when he believes the perfect candidate is in front of him.

Councilmember Gregorcyk asked Director Wolff to explain the loaded rate. $37,000 is not all just rate of pay; there are overhead items. Director Wolff said $31,000 was the salary increase. At the director level, there are a lot of meetings throughout the metro, so there's a $4,800 vehicle allowance. They also have the option of a city issued cell phone or a stipend. Gregorcyk noted the reference to cost avoidance. They should see a cost avoidance in project overage. There will be cost avoidance in self-performing studies; Ms. Nasta won't fill 100%, but should be able to reduce the incumbent dollars in the consulting budget. They would be able to realize an example of doing things in-house that may lead to, in the future, bringing on subject matter experts to give flexibility to self-perform. Pruetting agreed.

Councilmember Winters said the improvements in efficiency and cost avoidance will be worth the investment. If they have the qualified candidate, why waste the time and effort?

Councilmember Baldwin said if this position was created and Ms. Nasta didn't exist, they'd go through the interview process looking at everything. Does Ms. Nasta meeting those qualifications as far as managing people? She will be overseeing three departments. Does that fit with a director level pay scale 9 versus 10? It's a director position plus additional duties. There will be in-house management, saving money in that regard. This being Ms. Nasta doesn't matter, because if they have the candidate, they have the candidate. She could have been outside. Baldwin supports, and looks forward to saving on project development costs.

Mayor Shute said that's the main impetus for this move. The city hasn't been responsive for some projects. Ms. Nasta has wealth of project management knowledge and understanding. She's a strategic thinker, which is important in this role and will help streamline internal processes. Cost avoidance is a big part of this.

Councilmember Winters made a motion to adopt an ordinance adopting a revised City of Gardner Base Salary Structure Fiscal Year 2021-2022; and reclassify and appoint Amy Nasta to Deputy City Administrator.

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2694.

Baldwin:	Yes
Winters:	Yes
Gregorcyk:	Yes
Roberts:	No

3. Consider authorizing an agreement with the Gardner Chamber of Commerce

Finance Director Matt Wolff said the proposed agreement is for one year, ending on December 31, 2021. The proposed agreement would provide $40,000 in funding to the chamber for business services. This is the same level of funding in 2020. The funding is proposed to come from transient guest tax funds in the Economic Development Fund.

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Jason Camis, Gardner Chamber of Commerce, said 2020 was an odd year. They learned to be flexible and be able to pivot. Their three focuses are to be a catalyst for business growth, convener to bring people together, and be a champion for a stronger community. Last year, they worked with the city to provide PPE supplies for businesses and residents at cost. They were able to get that out before businesses could source it. They provided vital information about PPP and other funding opportunities. Businesses were able to get loans and contacted the chamber for the initial information. The chamber provided funders and resources. They called all businesses, even non-members, to ask what they needed. They provided a restaurant guide of what restaurants were open and what type of services they offered. They implemented a page on their website with COVID related information. They started Good News Gardner, which is a bi-monthly Facebook Live show to highlight the good things happening with businesses. The show tomorrow will be talking about vaccines and vaccine distribution. The chamber focuses on economy. They want people out participating in economic activity. They produced the fourth annual GE Magazine, which reaches 12,000 households in southwest Johnson County. They assist monthly Harvesters distribution, particularly in marketing support. They do the same for the Farmer's Market and City-Wide Garage Sale. They bring people together, and while they couldn't do that a lot last year, they tried to do it responsibly. They did grand openings just before the lock-down, and some after that were done safely. They continue to do tourism promotion. While people aren't traveling, they found small ways to do it through partnerships with the regional Destination Alliance, with Northeast Kansas Tourism. There's an app called Autocast where they promote different trips, like the taco trails or beer trails. There is a coffee trip, and out of the 15 communities, Groundhouse was the 2nd most visited location throughout the metro. They added a newsletter in April as a way to connect with people. They are focused on both business and community information. They encourage and push people to shop local, and put an extra effort on that in 2020. They added 30 new members in 2020. They continued strong relationship with existing members. Their Net Promoter Score (NPS) is 82. That is a high end, top of the line score and is well above chamber average. They've updated the business list; it takes a lot of time to reach out to all the businesses. They still need contact information for non-affiliate businesses so when they send out information, like PPP funding, they want to reach them all. They aren't just serving their members, they want the business community as a whole to be successful.

Camis said they started rebranding. It's taken longer because they partnered with Strategy. They have both a marketing and a technology side. They did a brand analysis. Camis brought a preview of the new logo and what the brand will look like. The brand analysis allowed them to think about what Gardner is and who they are, and how the interface with the business community and the city. The logo has some language under it about the city. They will have a new website and somewhat new social media presence. Camis estimates they are 80-90% done. They debated variations on the name and came back to Gardner Chamber, which is what they were when established in 1975. Before Camis arrived, they'd had three name changes in three years, then added Edgerton and changed again. They want people to know this is the same chamber. The focus and efforts are on the city of Gardner, and they are proud of it.

Camis summarized the 2021 plans. They are changing the 'new resident' bags by delivering them to households with Erica Drinkard, the new Community Policing Officer. It's a great partnership from the city. It's a great way to welcome people to the community. It's a great way for Officer Drinkard to meet people in the community. They are going to do some ribbon cuttings and promotions for some businesses that opened last year and couldn't have them. They are going to review the GE Magazine and incorporating new branding. They put aside the community leadership program for a year, and Gardner You took a year off, but they want to partner with the city and combine those two into a new model. Most programs are run in the spring, so this will give them a year to prepare for next spring. They are revisiting tourism plans for 2022 as the economy comes back. They have been researching association health insurance and how the chamber may facilitate that for the business community. They will continue to work with existing businesses and work on attracting new. They are helping make connections and share the good message about Gardner. If council has any ideas, they'd love to hear them. They want to have a strong partnership to provide services to the business community and to the residents.

Councilmember Gregorcyk asked about the transient guest tax fund balance. Director Wolff said it's good. They expected it to take a hit last year, but they had $200,000 in revenue and the balance is $136,000. Gregorcyk asked

if that balance is after the SWJCEDC and Chamber contracts. Wolff confirmed and said there was also a small business assistance program as well. Gregorcyk enjoys the newsletter and Good News Gardner. How many businesses did they lose during this trying time? Camis said he could count them on one hand. Two or three, but not many. Businesses were resilient. Some are struggling, and they are working through it. They lost The Locale event space, but then Restoration Church moved in. Gregorcyk supports the Chamber and the EDC, and notes he would like to see representatives more than just annually. Camis wanted to come back in the fall, but waited until he had more details on rebranding.

Councilmember Gregorcyk made a motion to authorize the City Administrator to execute an agreement with the Gardner Chamber of Commerce for business services for one year, ending December 31, 2021, in the amount of $40,000.

Councilmember Winters Seconded.

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

COUNCIL UPDATES

Director Bruce noted they released a brief 4th of July video announcing headliner Dylan Scott for the celebration. Staff are working on other talent, and more information will be coming soon.

Director Garcia had a meeting with KDHE. He asked them if the city can put the south wastewater plant on the south end. They have reservations, but would consider a 750,000 gallon plant. Preliminary calculations were at 1,250,000 gallons, but they believe that size would have a greater impact to Hillsdale Lake, so the reduced it to 750,000. If the city goes with that size of plant, KDHE are unwilling to expand it in the future. This would be a one-time plant. Staff and GBA will begin looking at other alternatives. A 750,000 plant will last about 7-10 years. Then they would have to do something with Kill Creek. Mayor Shute asked if there would be an option at that point is that no longer near term and they can look at something else. Garcia said based on the information they have now, it doesn't seem possible. Councilmember Gregorcyk asked what is driving the change. Garcia said the city was trying to put in a package plant, and they rejected that idea, so the next step was to put in a permanent facility. The original estimates were 750,000, but with additional development coming in over the next few years, GBA estimated they would need a 1,250,000 plant. City Administrator Pruetting said they will follow up on this. The director that was there for several years left, which may be part of the issue. Shute said it's better to know this now rather than later.

City Engineer McEldowney said they opened bids for police building demolition, and they'll move forward with the contract. Mayor Shute asked when that would take place. McEldowney said they will bring it to council in two weeks. Construction could begin a week or two after authorization.

Director Knopick said he will be getting the EDAC started again soon. Next month, Planning Commission will start meeting on the 4th Monday of each month, instead of the 4th Tuesday. Mayor Shute noted people are used to things happening at city hall on Mondays, so they may have better attendance.

City Attorney Denk said with Melton's resignation from council, there were questions regarding the appointment process under code and charter ordinance. He looked at language in charter ordinance and how it's been interpreted and applied in the past. The language hasn't changed in years, and it's been applied that the appointee serves out the remainder of the vacating member's term of office. Councilmember Roberts asked if they should revise that to be more clear. Denk said that will come back with the charter ordinance for moving the election date. He worked on language to make it clear they will serve the remainder of the term. Mayor Shute noted that a lot of charter ordinances will need to be updated for a first class city designation. He noted that Ms. Nasta had begun identifying charter ordinances that would need modification. Councilmember Gregorcyk asked when Denk would bring forth the charter ordinance. City Clerk Rose said it's scheduled in March. Denk said the amendments he made clarified the language to what the past practice has been under the current language. It won't change what they are doing. Clerk said march or April. Gregorcyk said he was appointed years ago for short time. Because he was appointed and not elected, he didn't feel compelled as if he was representing the

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community at that time. Melton's term has 3 years left, and they will have someone in a seat for three years that wasn't duly elected. They should have some caution going into this appointment process for that amount of time. It's about representation. Denk said what is the will of the body, they would make it so. He asked them to consider the rotation of membership. If they get off the schedule, they could end up with total turnover of the governing body at one election. They don't want to do that for a continuity of leadership. Gregorcyk agrees with that pro/con, but wanted to bring it up regarding representation, the span of time an appointee serves as a non-elected member. Denk noted another revision for clarification because the same language is that if there's a vacancy in office of mayor, the council president steps up into the mayor's office and would serve the remainder of the mayor's term, then backfill the president and they serve the remainder of the president's term. Gregorcyk noted it's a representation perspective. He agreed with Denk, and those pitfalls will need to be understood so they don't make wrong decisions.

Councilmember Baldwin said they need to look at a promotion to mayor. If mayor vacates with a year left, and the current president moves up, he's not elected at the same time. If he serves the year, he shouldn't be outed; he should return to his previous seat and replace the mayor with the normal election cycle, because he was elected for that 4-year term. Denk brought it up because of that potential. When backfilling, that council member's spot will be filled with an appointment. Would the appointed person serve the year, and lose their spot? Gregorcyk said that's the root of the appointment; it's to fill a vacancy for a short period. Baldwin noted they have had a lot of appointments in the past and each of the mayors said they need better processes. He proposes changing the appointment process to consider the first runner up in the election. With the appointment process, it becomes political. Roberts noted in her appointment, she was the next runner up. Baldwin said it wasn't a rule; it worked out that way. There is a difference. Being interviewed and appointed is very different than running a campaign and being elected. For them to put in the time, energy, money, and the openness to public scrutiny, they should be the first opportunity to fill a vacancy. The person who was next runner up has applied. They should consider appointing her without doing interviews, and change the process long-term. Roberts doesn't agree with changing it this time because it was published. Baldwin said they can change the Governing Body Rules of Procedure any time. Roberts said it's not fair when they published how they were going to do it. Shute said they are already into the interview cycle because they've accepted applications. Baldwin said they have applications, but not done interviews, and can change the process. Winters agrees with Roberts, they should continue the route they are going. They can take a strong consideration that an applicant finished runner up, but they should continue the process. Baldwin said they should change the process so they don't request applications until the meeting following the resignation. Melton resigned after the meeting and the appointment information went out immediately following the meeting. Council didn't have an opportunity to discuss this. Gregorcyk said it was put it in writing to the mayor on January 9, but nobody knew about until after the meeting. Shute said he didn't want it publicly announced. Gregorcyk said if he resigns a position at work, it would be effective the day he provides it Shute said they have 5 applicants, and the application period is now closed. He believes the body wants to continue the way things are for this appointment. Winters agreed. Gregorcyk agreed, and said Baldwin's ideas would have had more weight if they knew two weeks ago what they know now. Perspective may have been different. Gregorcyk noted the mayor's email after the meeting. Roberts said there was a notice and he could have told council. Shute said he was honoring Melton's wishes to not announce publicly until after the meeting. Roberts noted he made a video after the meeting, and wasn't in office anymore. He shouldn't have been using a city room to make the video. Citizens can't use that room.

Councilmember Baldwin said he is for fireworks, loves the idea, but he's against it for super bowl. If they open for that, it can get out of hand for other events. Roberts said she would support opening it up for New Year's Eve. Baldwin said that's a different discussion. Mayor Shute said the fireworks will happen anyway, should they strictly enforce? Baldwin said it should be enforced as any other day of the year. Roberts said enforcement will be difficult because the event will be short-lived, but yes. Gregorcyk agrees with Baldwin and appreciates his position. Fireworks is a passion of this community and brings the community together, like the city fireworks display, but this is not the time. They should treat it like any other night. Shute noted consensus.

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Councilmember Winters recognized appointments on the consent agenda. Bryce Augustine is recommitting to UAC. Harrison Hall will be on the EDAC. He thanked them for the service, and looks forward to working with them.

Councilmember Gregorcyk echoed Winters. Gregorcyk spoke with Mr. Hall. He is a new member to the community, and looking for an opportunity to get involved. He's glad to see Mr. Hall on the EDAC and Mr. Augustine continuing on the UAC. Gregorcyk noted there are lot of little girls happy to have the daddy/daughter movie night. It's a great opportunity, an out of the box event. Gregorcyk noted ads on social media for lifeguards and pool staff. How is Parks going to confirm opening of the pool with moving criteria? What is the final date to not open the pool? Director Bruce said applications were due today, but they will extend one week. Last week, the Kansas City metro area pool supervisors met, and a lot of the discussion was about training. This week is the statewide conference. Agencies will virtually come together to discuss what items like dates, time frames, memberships, etc. Bruce won't have anything for the next few weeks, so the focus is to get applications in. Gregorcyk said the community is pro pool, and asked if other pool issues were ready, like leaks and other repairs. Bruce said they won't know until they fire up the pool.

Councilmember Roberts thanked Director Bruce for the July 4th announcement. The video was impressive. It gave people something to look forward to. Bruce said Communications Manager Marshall-Oquendo gets most of the credit; she worked hard to put that together.

Mayor Shute noted the city had some great things happening with financial stability and performance over the past year. 2020 was rough, but the community has weathered it. The city has excellent financial management on the part of the finance department and great leadership on the part of department heads. Revenues remain strong; fund balances are strong. They will be starting the budget process for the next biennial budget. They may be in good position to provide relief for taxpayers. They have done a great job of management. Moving Ms. Nasta into management will immediately improve project management and efficiency, which will provide the city with greater financial performance. Shute is excited for the next several months.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Gregorcyk and seconded by Councilmember Baldwin the meeting adjourned at 8:16 p.m.

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City Clerk

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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
0005065	00	ACCOUNTEMPS							
57033611		000147		00	01/29/2021	001-1310-413.31-15	DENE WE 1-22-2021	EFT:	976.50
							VENDOR TOTAL *	.00	976.50
0002636	00	ALTEC CAPITAL SERVICES, LLC							
01186157		000103		00	01/29/2021	501-4130-441.44-02	TR #403 LEASE	EFT:	3,459.41
01186153		000104		00	01/29/2021	501-4130-441.44-02	TR #401 LEASE	EFT:	3,645.52
01186154		000105		00	01/29/2021	501-4130-441.44-02	TR #413 LEASE	EFT:	4,620.94
01186155		000106		00	01/29/2021	501-4130-441.44-02	TR #402 & 405 LEASE	EFT:	5,821.88
01186156		000107		00	01/29/2021	501-4130-441.44-02	TR #432 FREIGHTLINE LEASE	EFT:	3,440.80
							VENDOR TOTAL *	.00	20,988.55
0001986	00	ANIXTER, INC.							
4819542-00		PI0066	007568	00	01/15/2021	403-4130-441.62-15	PADMOUNT TRANSFORMER	EFT:	5,090.59
4823033-01		000108		00	01/29/2021	501-4130-441.52-31	TANK GROUNDS	EFT:	520.01
4827910-00		000148		00	01/29/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	1,502.16
4823033-00		000149		00	01/29/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	1,680.44
4771808-04		000170		00	01/29/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	627.88
4829715-02		000180		00	01/29/2021	501-4130-441.53-02	CLOTHING	EFT:	230.20
							VENDOR TOTAL *	.00	9,651.28
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-01162021		000109		00	01/29/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	150.60
7589-01162021		000110		00	01/29/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	10.60
7589-01162021		000111		00	01/29/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	10.60
							VENDOR TOTAL *	.00	171.80
0004860	00	AT&T MOBILITY							
01082021		000125		00	01/29/2021	001-2110-421.40-03	MONTHLY BILLING	1,667.19	
							VENDOR TOTAL *	1,667.19	
0001773	00	BHC RHODES							
38467		PI0079	007293	00	01/28/2021	001-3130-431.31-10	ENG PROFESSIONAL SRV	EFT:	810.00
38468		PI0070	007391	00	01/28/2021	130-3130-431.62-04	ENGINEERING SERVICE	EFT:	16,809.52
38468		PI0082	007372	00	01/28/2021	130-3130-431.62-04	ENG PROFESSIONAL SRV	EFT:	22,531.08
38468		PI0069	007372	00	01/28/2021	130-3130-431.62-04	STREET RESTORATOIN	EFT:	10,705.48
							VENDOR TOTAL *	.00	50,856.08
0000064	00	BIG O TIRES							
016001-139791		000171		00	01/29/2021	521-4220-442.43-05	TIRES TR#600	EFT:	735.92
016001-139429		000172		00	01/29/2021	521-4220-442.43-05	TIRES TR#602	EFT:	159.98
016001-140609		000173		00	01/29/2021	521-4220-442.43-05	ONE TIRE	EFT:	222.74
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0002847	00	BLACK HILLS ENERGY							
01112021		000112		00	01/29/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,586.96
							VENDOR TOTAL *	.00	2,586.96
0001199	00	BLUE VALLEY PUBLIC SAFETY, INC							
15365		000150		00	01/29/2021	001-2110-421.43-02	CABINET	EFT:	1,276.96

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
0001199	00	BLUE VALLEY PUBLIC SAFETY, INC							
							VENDOR TOTAL *	.00	1,276.96
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS767557		PI0062	007564	00	01/11/2021	521-4220-442.52-13	WTP CHEMICALS	EFT:	5,274.08
							VENDOR TOTAL *	.00	5,274.08
0001984	00	BSN SPORTS, LLC							
909346662		006976		00	01/29/2021	001-6110-461.47-53	UMPIRE PACK	EFT:	382.20
910505536		006976		00	01/29/2021	001-6110-461.47-53	ELECTRIC WHISTLE	EFT:	609.70
							VENDOR TOTAL *	.00	991.90
0000347	00	BURNS & MCDONNELL							
104290-25		PI0064	007260	00	12/09/2020	130-3130-431.62-04	ENGINEERING SERVICES	EFT:	107,804.48
104290-26		PI0065	007260	00	01/19/2021	130-3130-431.62-04	ENGINEERING SERVICES	EFT:	48,086.36
							VENDOR TOTAL *	.00	155,890.84
0000001	00	CENTURYLINK							
314105759	0121	000113		00	01/29/2021	521-4220-442.40-03	MONTHLY BILLING	54.24	
313239127	0121	000114		00	01/29/2021	531-4320-443.40-03	MONTHLY BILLING	277.92	
314117591	0121	000115		00	01/29/2021	602-1340-413.40-03	MONTHLY BILLING	1,610.34	
							VENDOR TOTAL *	1,942.50	
0000517	00	DELL MARKETING L.P.							
10450338761		006977		00	01/29/2021	602-1340-413.47-05	MONTHLY BILLING	2,004.30	
							VENDOR TOTAL *	2,004.30	
0004405	00	DELUXE SMALL BUSINESS SALES, INC							
00089800213		000117		00	01/29/2021	001-1310-413.52-20	ENVELOPES	49.05	
00089800213		000116		00	01/29/2021	604-1320-413.52-20	ENVELOPES	441.48	
							VENDOR TOTAL *	490.53	
0004096	00	DESIGN 4 SPORTS							
36090		000118		00	01/29/2021	001-6110-461.47-53	SPORTS UNIFORMS	EFT:	185.25
36049		000119		00	01/29/2021	001-6110-461.47-53	SPORTS UNIFORMS	EFT:	604.50
36050		000120		00	01/29/2021	001-6110-461.47-53	SPORTS UNIFORMS	EFT:	317.75
36101		000121		00	01/29/2021	001-6110-461.47-53	T-SHIRT	EFT:	7.75
							VENDOR TOTAL *	.00	1,115.25
0004959	00	DIGITAL ERTH CONSULTING LLC							
13		006981		00	01/29/2021	531-4320-443.47-39	SLUDGE REMOVAL	EFT:	320.00
							VENDOR TOTAL *	.00	320.00
0000708	00	DLT SOLUTIONS, LLC							
SI506862		PI0071	007556	00	01/26/2021	602-1340-413.47-05	3D CIVIL LIC RENEWAL	EFT:	10,765.35
							VENDOR TOTAL *	.00	10,765.35
0003751	00	EVOQUA WATER TECH, LLC							
904752212		000151		00	01/29/2021	531-4320-443.31-15	MATERIAL	EFT:	302.38
							VENDOR TOTAL *	.00	302.38
0002956	00	FASTENAL 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
0002956	00	FASTENAL CO.							
KSKA3142335		000151		00	01/29/2021	501-4120-441.52-12	THERMAL BOND PAD	EFT:	406.00
KSKA3142318		000123		00	01/29/2021	521-4230-442.53-02	EYEWEAR	EFT:	24.36
KSKA3142317		000122		00	01/29/2021	521-4240-442.63-73	WATER METER REPLACEMENT	EFT:	135.32
KSKA3142318		000124		00	01/29/2021	531-4330-443.53-02	EYEWEAR	EFT:	24.36
							VENDOR TOTAL *	.00	590.04
0004196	00	FORENSIC PSYCHOLOGY ASSOCIATES, INC							
887		000126		00	01/29/2021	001-2110-421.31-15	PSYCH EVAL	EFT:	900.00
							VENDOR TOTAL *	.00	900.00
0003841	00	FUNFLICKS KS							
7371905		000127		00	01/29/2021	001-6110-461.54-51	JULY MOVIE SCREEN	EFT:	319.00
7371901		000128		00	01/29/2021	001-6110-461.54-51	JUNE MOVIE SCREEN	EFT:	319.00
7371897		000129		00	01/29/2021	001-6110-461.54-51	MAY MOVIE SCREEN	EFT:	319.00
7371911		000130		00	01/29/2021	001-6110-461.54-51	AUG MOVIE SCREEN	EFT:	319.00
							VENDOR TOTAL *	.00	1,276.00
0000086	00	GALLS, LLC							
017451660		000131		00	01/29/2021	001-2110-421.53-02	COLLAR BRASS	EFT:	39.68
017421552		000132		00	01/29/2021	001-2110-421.53-02	CLOTHING	EFT:	95.35
017439584		000133		00	01/29/2021	001-2110-421.53-02	COLLAR BRASS	EFT:	52.95
017493550		000151		00	01/29/2021	001-2110-421.53-02	CLOTHING	EFT:	28.15
017422151		000134		00	01/29/2021	001-2120-421.53-02	BOOTS	EFT:	100.93
017468482		000135		00	01/29/2021	001-2120-421.53-02	BOOTS	EFT:	85.95
017505778		000151		00	01/29/2021	001-2120-421.53-02	CLOTHING	EFT:	805.12
017505763		000151		00	01/29/2021	001-2120-421.53-02	CLOTHING	EFT:	107.74
017505754		000151		00	01/29/2021	001-2120-421.53-02	BOOTS	EFT:	125.00
017480976		000151		00	01/29/2021	001-2120-421.53-02	CLOTHING	EFT:	149.97
017490911		000151		00	01/29/2021	001-2120-421.53-02	BOOTS	EFT:	105.00
017490908		000151		00	01/29/2021	001-2120-421.53-02	BOOTS	EFT:	125.00
							VENDOR TOTAL *	.00	1,820.84
0000914	00	GARDNER HISTORICAL MUSEUM							
37754		000137		00	01/29/2021	001-0000-228.40-00	REFUND SENIOR BLDG DEPOSI	60.00	
							VENDOR TOTAL *	60.00	
0000181	00	GRAINGER							
9761013284		000138		00	01/29/2021	521-4220-442.52-02	WATER PRES VALVE	EFT:	105.14
							VENDOR TOTAL *	.00	105.14
0001840	00	GT DISTRIBUTORS INC							
KRTL0030393		000136		00	01/29/2021	001-2120-421.53-02	BOOTS	EFT:	75.00
							VENDOR TOTAL *	.00	75.00
0005013	00	HSA BANK							
W282128		000193		00	01/26/2021	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	110.25
							VENDOR TOTAL *	.00	110.25
0000102	00	ICMA RETIREMENT TRUST - 457							

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
0000102	00	ICMA RETIREMENT TRUST - 457							
477298		000206		00	01/27/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	7,587.46
							VENDOR TOTAL *	.00	7,587.46
0004336	00	INSTAFUN KC PHOTOBOOTH LLC							
01262021		000151		00	01/29/2021	001-6110-461.54-51	PHOTOBOOTH DEPOSIT	EFT:	325.00
							VENDOR TOTAL *	.00	325.00
0005072	00	JOHNSON COUNTY DISTRICT ATTORNEY							
01212021		000178		00	01/29/2021	125-1120-411.49-04	ALCOHOL TAX FUND 2021	EFT:	5,900.00
							VENDOR TOTAL *	.00	5,900.00
0003194	00	JOHNSON COUNTY HOUSING SERVICES							
01272021		000176		00	01/29/2021	001-7120-471.49-03	MINOR HOME PROGRAM	12,000.00	
							VENDOR TOTAL *	12,000.00	
0002919	00	JOHNSON COUNTY MOTOR VEHICLE							
240GJZ 2021		000139		00	01/29/2021	501-4130-441.31-15	BACKHOE TRAILER #448	14.25	
457ERL 2021		000140		00	01/29/2021	501-4130-441.31-15	TRK 408 REGISTRATION	14.25	
631FHY 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 437 REGISTRATION	14.25	
735CGW 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 439 REGISTRATION	14.25	
952ESH 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 422 REGISTRATION	14.25	
735BPD 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 425 REGISTRATION	14.25	
947ESH 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 417 REGISTRATION	14.25	
771ERE 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 429 REGISTRATION	14.25	
176BVP 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 435 REGISTRATION	14.25	
333BVB 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 431 REGISTRATION	14.25	
734BPD 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 427 REGISTRATION	14.25	
012EQX 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 426 REGISTRATION	14.25	
721CGW 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 440 REGISTRATION	14.25	
845FKT 2021		000141		00	01/29/2021	501-4130-441.31-15	TRK 450 REGISTRATION	14.25	
							VENDOR TOTAL *	199.50	
0000107	00	JOHNSON COUNTY RECORDS & TAX ADMIN							
T20200070407		006975		00	01/29/2021	001-3110-431.31-15	RECORD LAND DEED	140.00	
T20200070407		006974		00	01/29/2021	403-3130-431.62-02	RECORD DEED PW1906	89.00	
							VENDOR TOTAL *	229.00	
0000300	00	KANSAS DEPT OF REVENUE							
1024-3GR7-3R3T		000198		00	01/25/2021	001-0000-207.20-00	DEC 20 SALES TAX	CHECK #: 103	2.94
1024-JP4B-YXXG		000196		00	01/26/2021	501-0000-207.20-00	DEC 20 SALES/USE TAX	CHECK #: 103	37,289.80
1024-JP4B-YXXG		000194		00	01/26/2021	501-4110-441.48-02	DEC 20 SALES/USE TAX	CHECK #: 103	148.74
1024-MFF5-2G8B		000199		00	01/25/2021	501-4110-441.48-02	DEC 20 USE TAX	CHECK #: 103	8.62
1024-MFF5-2G8B		000200		00	01/25/2021	501-4120-441.48-02	DEC 20 USE TAX	CHECK #: 103	2.18
1024-JP4B-YXXG		000195		00	01/26/2021	501-4130-441.48-02	DEC 20 SALES/USE TAX	CHECK #: 103	78.47
1024-MFF5-2G8B		000201		00	01/25/2021	501-4130-441.48-02	DEC 20 USE TAX	CHECK #: 103	150.22
1024-JP4B-YXXG		000204		00	01/26/2021	501-4140-441.48-02	DEC 20 SALES/ USE TAX	CHECK #: 103	2,342.00
1024-3GR7-3R3T		000197		00	01/25/2021	551-0000-207.20-00	DEC 20 SALES TAX	CHECK #: 103	244.35
1024-MFF5-2G8B		000202		00	01/25/2021	604-1320-413.48-02	DEC 20 USE TAX	CHECK #: 103	555.92
1024-JP4B-YXXG		000203		00	01/26/2021	604-1320-413.48-02	DEC 20 SALES/ USE TAX	CHECK #: 103	72.44

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0000300	00	KANSAS DEPT OF REVENUE							
							VENDOR TOTAL *	.00	40,895.68
0001048	00	KANSAS MAYORS ASSOC							
3110		000142		00	01/29/2021	001-1110-411.46-02	MEMBERSHIP DUES 2021	EFT:	50.00
							VENDOR TOTAL *	.00	50.00
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
15771		PI0067	007575	00	01/11/2021	501-4110-441.46-02	KMU ELECT MEMBERSHIP ANNU	EFT:	18,185.00
200005153		006973		00	01/29/2021	501-4120-441.46-01	PPO WORKSHOP	EFT:	450.00
							VENDOR TOTAL *	.00	18,635.00
0000332	00	KANSAS STATE TREASURER							
R1210201110006		000205		00	01/29/2021	301-9100-491.71-02	2012A - KILL CREEK	CHECK #: 100	34,215.63
							VENDOR TOTAL *	.00	34,215.63
0000208	00	KDHE - BUREAU OF WATER							
011121		000151		00	01/29/2021	521-4220-442.46-02	ANNUAL WASTEWATER PERMIT	320.00	
							VENDOR TOTAL *	320.00	
0002489	00	KPERS							
1579801		000207		00	01/29/2021	721-0000-202.03-01	012821 PAY PERIOD	CHECK #: 112	43,231.41
1579647		000207		00	01/29/2021	721-0000-202.03-05	012821 PAY PERIOD	CHECK #: 112	754.86
1579708		000207		00	01/29/2021	721-0000-202.03-01	012821 PAY PERIOD	CHECK #: 112	112.33
							VENDOR TOTAL *	.00	44,098.60
0003568	00	KPERS RETIREMENT							
1579741		000207		00	01/29/2021	721-0000-202.03-03	012821 PAY PERIOD	CHECK #: 118	235.95
							VENDOR TOTAL *	.00	235.95
0002490	00	KPF							
1579746		000207		00	01/29/2021	721-0000-202.03-02	012821 PAY PERIOD	CHECK #: 113	27,342.04
1579649		000207		00	01/29/2021	721-0000-202.03-05	012821 PAY PERIOD	CHECK #: 113	118.97
							VENDOR TOTAL *	.00	27,461.01
0001103	00	KUTAK ROCK LLP							
2821683		000142		00	01/29/2021	001-1305-413.31-01	2010A ARB. CALC.	EFT:	750.00
							VENDOR TOTAL *	.00	750.00
0004949	00	LEGAL RECORD, THE							
L89187		000181		00	01/29/2021	001-1150-411.47-01	PUBLIC NOTICE	EFT:	15.41
L89225		000187		00	01/29/2021	001-1305-413.31-01	PUBLISH TREASURER'S REPT	EFT:	19.35
L89047		000142		00	01/29/2021	001-2110-421.47-01	ADVERTISEMENT	EFT:	9.51
L89037		000142		00	01/29/2021	501-4140-441.62-15	ORDINANCE 2691	EFT:	48.20
							VENDOR TOTAL *	.00	92.47
0004811	00	LESTER, JORDYN							
01272021		000188		00	01/29/2021	001-6105-461.46-01	MILEAGE REIMB	29.12	
12142020		006982		00	01/29/2021	001-6105-461.46-01	MILEAGE REIMB	19.90	
							VENDOR TOTAL *	49.02	
0000233	00	MAXIMUM LAWN CARE							

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0000233	00	MAXIMUM LAWN CARE							
15456		000142		00	01/29/2021	001-2110-421.31-15	SNOW REMOVAL	EFT:	375.00
							VENDOR TOTAL *	.00	375.00
0003579	00	MID-STATES MATERIALS LLC							
101242		000151		00	01/29/2021	501-4130-441.52-12	MATERIAL	876.67	
							VENDOR TOTAL *	876.67	
0004879	00	MKEC ENGINEERING, INC.							
172106		PI0078	007142	00	01/20/2021	117-3130-431.62-07	PROFESSIONAL DESIGN SRV	EFT:	10,037.00
							VENDOR TOTAL *	.00	10,037.00
0000130	00	MOBILFONE							
6098290		000186		00	01/29/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	8.24
6098442		000179		00	01/29/2021	501-4130-441.40-03	MESSAGING	EFT:	132.95
6098290		000184		00	01/29/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	36.32
6098290		000182		00	01/29/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	4.39
6098290		000185		00	01/29/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	49.76
6098290		000183		00	01/29/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	4.39
							VENDOR TOTAL *	.00	236.05
0000142	00	OLATHE WINWATER WORKS							
157018 00		000142		00	01/29/2021	521-4230-442.52-32	MATERIAL	EFT:	3,427.00
157301 00		000151		00	01/29/2021	521-4230-442.52-31	MATERIAL & SUPPLIES	EFT:	2,718.00
157146 00		000151		00	01/29/2021	521-4230-442.52-31	MATERIAL & SUPPLIES	EFT:	2,250.00
157196 00		000142		00	01/29/2021	521-4240-442.63-73	MATERIAL	EFT:	60.00
							VENDOR TOTAL *	.00	8,455.00
0004836	00	PARKIT							
3880		000142		00	01/29/2021	001-6110-461.54-51	PARKING DEPOSIT	EFT:	370.00
							VENDOR TOTAL *	.00	370.00
0000446	00	PATCHEN ELEC & IND SUPPLY, INC.							
97631		000151		00	01/29/2021	531-4320-443.43-02	LS MOTOR REPAIR	1,147.01	
							VENDOR TOTAL *	1,147.01	
0001569	00	PAYCOR, INC							
INV01840319		000207		00	01/27/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	2,220.25
							VENDOR TOTAL *	.00	2,220.25
0099999	00	PERRY, ALEXA C.							
74754		000142		00	01/29/2021	001-0000-228.30-00	CASH BOND REFUND	300.00	
							VENDOR TOTAL *	300.00	
0005071	00	PLATINUM ROOFING LLC							
4123		000174		00	01/29/2021	603-3150-431.43-01	LOCATE LEAK AND REPAIR	EFT:	833.10
							VENDOR TOTAL *	.00	833.10
0004624	00	POWER ENGINEERS, INC							
391336		000143		00	01/29/2021	501-4140-441.62-15	CONSULTING	EFT:	307.05

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0004624	00	POWER ENGINEERS, INC							
							VENDOR TOTAL *	.00	307.05
0003566	00	PREFERRED FAMILY HEALTHCARE INC							
01262021		000177		00	01/29/2021	125-1120-411.49-04	ALCOHOL TAX FUND 2021	EFT:	5,900.00
							VENDOR TOTAL *	.00	5,900.00
0000586	00	PROTECTIVE EQUIPMENT TESTING							
73375		000142		00	01/29/2021	501-4130-441.31-15	EQUIP TESTING	EFT:	943.96
							VENDOR TOTAL *	.00	943.96
0000150	00	QUILL CORPORATION							
13496250		000151		00	01/29/2021	521-4220-442.52-20	WASTE TONER BOX	28.99	
13489975		000151		00	01/29/2021	521-4220-442.52-20	OFFICE SUPPLIES	225.68	
							VENDOR TOTAL *	254.67	
0003110	00	REJIS COMMISSION							
453734		000142		00	01/29/2021	001-2110-421.31-15	SUBSCRIPTION	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0099999	00	REYES, LIZETH							
000063901		UT		00	01/25/2021	501-0000-229.00-00	FINAL BILL REFUND	58.19	
							VENDOR TOTAL *	58.19	
0004120	00	RIVER GROUP DESIGN							
GRD073		000151		00	01/29/2021	001-1130-411.31-15	VIDEO PROMO	EFT:	160.00
							VENDOR TOTAL *	.00	160.00
0000160	00	SHAWNEE COPY CENTER INC.							
124621		000142		00	01/29/2021	501-4110-441.47-02	BUSINESS CARDS	EFT:	67.00
124478		000142		00	01/29/2021	501-4110-441.47-02	BUSINESS CARDS	EFT:	210.00
							VENDOR TOTAL *	.00	277.00
0004179	00	SHELTON, BILL ALAN							
01282021		000189		00	01/29/2021	551-4520-445.31-15	SNOW REMOVAL	500.00	
							VENDOR TOTAL *	500.00	
0005070	00	SMH CONSULTANTS PA							
00121		PI0063	007569	00	11/14/2020	521-4240-442.62-16	CONSULTING SERVICES	EFT:	15,707.50
00301		PI0083	007569	00	01/14/2021	521-4240-442.62-16	CONSULTING	EFT:	1,586.25
							VENDOR TOTAL *	.00	17,293.75
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
12172020		000145	007574	00	01/27/2021	105-1120-411.31-15	2021 1 QTR DUES	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
8060902207		000142		00	01/29/2021	001-1310-413.52-20	OFFICE SUPPLIES	EFT:	184.62
8060902221		000151		00	01/29/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	315.14
							VENDOR TOTAL *	.00	499.76
0004785	00	SUMNERONE, 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
0004785	00	SUMNERONE, INC							
2755821		000151		00	01/29/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	29.79
2759236		000190		00	01/29/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	304.24
							VENDOR TOTAL *	.00	334.03
0004984	00	SUPERIOR EXCAVATING, LLC							
6		PI0073	007355	00	11/30/2020	403-3130-431.62-04	EXCAVATION,UTILITES, CONC	EFT:	67,162.17
7		PI0080	007355	00	01/09/2021	403-3130-431.62-04	EXCAVATION, UTILITES, CON	EFT:	6,390.49
6		PI0074	007356	00	11/30/2020	403-4130-441.62-15	EXCAVATION,UTILITES, CONC	EFT:	21,087.54
7		PI0081	007356	00	01/09/2021	403-4130-441.62-15	EXCAVATION,UTILITES, CONC	EFT:	56,885.49
6		PI0072	007354	00	11/30/2020	403-4330-443.62-10	EXCAVATION,UTILITES, CONC	EFT:	175,211.00
6		PI0075	007573	00	11/30/2020	403-4330-443.62-10	EXCAVATION,UTILITES, CONC	EFT:	14,333.80
7		PI0084	007573	00	01/09/2021	403-4330-443.62-10	EXCAVATION,UTILITES, CONC	EFT:	31,495.86
							VENDOR TOTAL *	.00	372,566.35
0002545	00	SWANK MOTION PICTURES, INC							
BO 1769915		000142		00	01/29/2021	001-6110-461.54-51	MOVIES	EFT:	1,500.00
							VENDOR TOTAL *	.00	1,500.00
0004331	00	TED'S CUSTOM WELDING AND METAL FAB							
01252021		000151		00	01/29/2021	001-3120-431.52-16	SNOW PLOW REPAIR #806	715.00	
							VENDOR TOTAL *	715.00	
0000176	00	TIME WARNER CABLE							
025113602012021		000151		00	01/29/2021	602-1340-413.47-05	119.99	119.99	
							VENDOR TOTAL *	119.99	
0000407	00	TOMPKINS INDUSTRIES, INC.							
404718648		000151		00	01/29/2021	501-4120-441.52-12	HOSE ASSEMBLY	EFT:	187.02
							VENDOR TOTAL *	.00	187.02
0002969	00	TREKK DESIGN GROUP LLC							
20-001489		PI0077	006842	00	01/27/2021	531-4310-443.31-15	INFLOW & INFILTRATOIN STU	7,919.25	
							VENDOR TOTAL *	7,919.25	
0000105	00	TYLER TECHNOLOGIES, INC							
025-322012		000191		00	01/29/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0000781	00	UNITED RENTALS NORTH AMERICA, INC							
188222485-001		PI0076	007571	00	12/02/2020	521-4220-442.44-02	SHORING BOX RENTAL	EFT:	5,919.50
							VENDOR TOTAL *	.00	5,919.50
0003221	00	WEX BANK							
69668696		000151		00	01/29/2021	001-2110-421.52-09	BULK FUEL	EFT:	82.23
69668696		000156		00	01/29/2021	001-2110-421.52-09	BULK FUEL	EFT:	74.91
69668696		000151		00	01/29/2021	001-2120-421.52-09	BULK FUEL	EFT:	1,746.87
69668696		000157		00	01/29/2021	001-2120-421.52-09	BULK FUEL	EFT:	2,204.26
69668696		000151		00	01/29/2021	001-2130-421.52-09	BULK FUEL	EFT:	48.24
69668696		000158		00	01/29/2021	001-2130-421.52-09	BULK FUEL	EFT:	40.57

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
0003221	00	WEX BANK							
69668696		000152		00	01/29/2021	001-3116-431.52-09	BULK FUEL	EFT:	54.96
69668696		000162		00	01/29/2021	001-3116-431.52-09	BULK FUEL	EFT:	19.21
69668696		000152		00	01/29/2021	001-3120-431.52-09	BULK FUEL	EFT:	1,159.85
69529733		000153		00	01/29/2021	001-3120-431.52-09	BULK FUEL	EFT:	176.17
69668696		000163		00	01/29/2021	001-3120-431.52-09	BULK FUEL	EFT:	540.89
69668696		000152		00	01/29/2021	001-3130-431.52-09	BULK FUEL	EFT:	68.38
69668696		000160		00	01/29/2021	001-3130-431.52-09	BULK FUEL	EFT:	60.19
69668696		000153		00	01/29/2021	001-6120-461.52-09	BULK FUEL	EFT:	325.65
69668696		000164		00	01/29/2021	001-6120-461.52-09	BULK FUEL	EFT:	92.97
69668696		000152		00	01/29/2021	001-7120-471.52-09	BULK FUEL	EFT:	80.89
69668696		000159		00	01/29/2021	001-7120-471.52-09	BULK FUEL	EFT:	103.84
69529733		000153		00	01/29/2021	501-4120-441.52-09	BULK FUEL	EFT:	176.06
69529733		000153		00	01/29/2021	501-4130-441.52-09	BULK FUEL	EFT:	90.95
69529733		000165		00	01/29/2021	501-4130-441.52-09	BULK FUEL	EFT:	1,287.00
69529733		000153		00	01/29/2021	521-4220-442.52-09	BULK FUEL	EFT:	23.86
69529733		000166		00	01/29/2021	521-4220-442.52-09	BULK FUEL	EFT:	229.49
69529733		000153		00	01/29/2021	521-4230-442.52-09	BULK FUEL	EFT:	35.92
69529733		000169		00	01/29/2021	521-4230-442.52-09	BULK FUEL	EFT:	747.11
69529733		000153		00	01/29/2021	531-4320-443.52-09	BULK FUEL	EFT:	29.30
69529733		000167		00	01/29/2021	531-4320-443.52-09	BULK FUEL	EFT:	543.19
69529733		000168		00	01/29/2021	531-4330-443.52-09	BULK FUEL	EFT:	395.86
69668696		000152		00	01/29/2021	603-3150-431.52-09	BULK FUEL	EFT:	76.11
69668696		000161		00	01/29/2021	603-3150-431.52-09	BULK FUEL	EFT:	51.06
69668696		000151		00	01/29/2021	604-1320-413.52-09	BULK FUEL	EFT:	140.35
69668696		000155		00	01/29/2021	604-1320-413.52-09	BULK FUEL	EFT:	175.20
							VENDOR TOTAL *	.00	10,881.54
							HAND ISSUED TOTAL ***		156,824.83
							EFT/EPAY TOTAL ***		752,672.45
							TOTAL EXPENDITURES ****	30,852.82	909,497.28
							GRAND TOTAL **********		940,350.10

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							
8585671		000397		00	02/05/2021	001-1150-411.31-15	STORAGE	1,156.73	
							VENDOR TOTAL *	1,156.73	
0005065	00	ACCOUNTEMPS							
57072543		000260		00	02/05/2021	001-1310-413.31-15	DENE WE 1/29/2021	EFT:	992.00
							VENDOR TOTAL *	.00	992.00
0000350	00	AFFINIS CORP.							
0008139		PI0085	006982	00	01/31/2021	130-3130-431.62-04	CONSULTING SERVICE	EFT:	9,235.00
0008139		PI0088	006982	00	01/31/2021	130-3130-431.62-04	CONSULTING SERVICE	EFT:	1,847.50
							VENDOR TOTAL *	.00	11,082.50
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
68940		000261		00	02/05/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	2,410.24
							VENDOR TOTAL *	.00	2,410.24
0002582	00	AMINO BROTHERS CO, INC							
7-PW1702		PI0093	007236	00	02/02/2021	130-3130-431.62-04	INTERSECTION RECONSTRUCT.	EFT:	20,693.52
7-PW1702		PI0094	007410	00	02/02/2021	403-4230-442.62-16	CHANGE ORDER 3	EFT:	35,497.50
							VENDOR TOTAL *	.00	56,191.02
0001986	00	ANIXTER, INC.							
4833320-00		000262		00	02/05/2021	403-4130-441.62-15	MATERIAL & SUPPLIES	EFT:	3,081.72
4806998-00		000263		00	02/05/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	1,820.79
4829715-00		000264		00	02/05/2021	501-4130-441.52-31	WIRE	EFT:	1,689.72
4817106-00		000265		00	02/05/2021	501-4130-441.52-25	STREET LIGHT ARMS	EFT:	1,915.81
4810226-01		000266		00	02/05/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	251.91
4714917-00		000267		00	02/05/2021	501-4130-441.52-31	CABINET	EFT:	3,709.84
							VENDOR TOTAL *	.00	12,469.79
0003515	00	AUGUSTINE EXTERMINATORS INC							
2279742		000210		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2279765		000211		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	59.74
2279799		000212		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2279766		000213		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2279800		000214		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2279779		000215		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2279816		000216		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2279780		000217		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2279741		000218		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2279749		000219		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2279754		000220		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2279753		000221		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2279752		000222		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2279788		000223		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2279743		000224		00	02/05/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
							VENDOR TOTAL *	.00	670.74
0000572	00	AUTOMATED INFO MAPPING SYS							

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0000572	00	AUTOMATED INFO MAPPING SYS							
33662-33664		000331		00	02/05/2021	602-1340-413.47-05	2021 DATA ACCESS LIC AGRE	EFT:	4,295.47
							VENDOR TOTAL *	.00	4,295.47
0004092	00	BANK OF NEW YORK MELLON							
252-2319078		006987		00	02/05/2021	301-9100-491.71-03	2012A PBC ADMIN FEES	EFT:	1,000.00
							VENDOR TOTAL *	.00	1,000.00
0001773	00	BHC RHODES							
38488		PI0087	007390	00	01/29/2021	403-3130-431.62-02	ENG SRV- PUBLIC IMPRVMNT	EFT:	6,947.60
38488		PI0089	007390	00	01/29/2021	403-3130-431.62-02	ENG SRVE-PUBLIC IMPRVMT	EFT:	5,977.00
							VENDOR TOTAL *	.00	12,924.60
0099999	00	CHAMPAGNE, CAMDEN							
000063479		UT		00	02/02/2021	501-0000-229.00-00	MANUAL CHECK	65.39	
							VENDOR TOTAL *	65.39	
0000429	00	CINTAS FIRE PROTECTION							
5049383207		000391		00	02/05/2021	521-4220-442.31-15	FIRST AID	EFT:	36.90
							VENDOR TOTAL *	.00	36.90
0001538	00	CODE PUBLISHING COMPANY							
68765		000225		00	02/05/2021	001-1150-411.31-15	MUNICIPAL CODE UPDATE	EFT:	3,270.50
							VENDOR TOTAL *	.00	3,270.50
0001557	00	DATCO, INC							
209233		000268		00	02/05/2021	001-2120-421.53-02	EMBROIDERY ON CLOTHES	290.00	
							VENDOR TOTAL *	290.00	
0004998	00	DELTA DENTAL OF KANSAS							
1005114202102		000362		00	02/05/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	46.26
1005114202102		000363		00	02/05/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	111.10
1005114202102		000364		00	02/05/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	18.58
1005114202102		000366		00	02/05/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	64.84
1005114202102		000367		00	02/05/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	203.62
1005114202102		000369		00	02/05/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	92.52
1005114202102		000371		00	02/05/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	296.14
1005114202102		000372		00	02/05/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	848.99
1005114202102		000373		00	02/05/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	18.58
1005114202102		000374		00	02/05/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	240.78
1005114202102		000375		00	02/05/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	129.68
1005114202102		000385		00	02/05/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	148.26
1005114202102		000386		00	02/05/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	175.94
1005114202102		000387		00	02/05/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	203.62
1005114202102		000388		00	02/05/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	111.10
1005114202102		000376		00	02/05/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	111.10
1005114202102		000377		00	02/05/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	175.94
1005114202102		000378		00	02/05/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	360.98
1005114202102		000379		00	02/05/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	46.26
1005114202102		000382		00	02/05/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	175.94

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0004998	00	DELTA DENTAL OF KANSAS							
1005114202102		000383		00	02/05/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	185.42
1005114202102		000384		00	02/05/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	129.68
1005114202102		000365		00	02/05/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	18.58
1005114202102		000370		00	02/05/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	73.94
1005114202102		000368		00	02/05/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	129.68
1005114202102		000361		00	02/05/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,640.52
							VENDOR TOTAL *	.00	8,758.05
0002825	00	EHLERS							
86008		PI0092 007578		00	02/01/2021	001-1130-411.31-15	STONE CREEK-ADVISORY	EFT:	6,110.00
							VENDOR TOTAL *	.00	6,110.00
0004946	00	EVERGY							
4469208877		0121000281		00	02/05/2021	521-4220-442.40-05	MONTHLY BILLING	102.96	
7011930732		0121000269		00	02/05/2021	531-4320-443.40-05	MONTHLY BILLING	334.95	
6466308678		0121000270		00	02/05/2021	531-4320-443.40-05	MONTHLY BILLING	113.01	
							VENDOR TOTAL *	550.92	
0099999	00	EVERS, CHRISTY							
000041839		UT		00	02/01/2021	501-0000-229.00-00	FINAL BILL REFUND	26.57	
							VENDOR TOTAL *	26.57	
0002956	00	FASTENAL CO.							
KSKA3142418		000271		00	02/05/2021	501-4120-441.52-12	MATERIAL & SUPPLIES	EFT:	137.09
KSKA3142400		000228		00	02/05/2021	521-4230-442.52-20	MATERIAL & SUPPLIES	EFT:	51.15
KSKA3142401		000227		00	02/05/2021	521-4240-442.63-73	MATERIAL & SUPPLIES	EFT:	271.77
KSKA3142400		000229		00	02/05/2021	531-4330-443.52-20	MATERIAL & SUPPLIES	EFT:	51.16
							VENDOR TOTAL *	.00	511.17
0000668	00	FBI-LEEDA							
200050478		000272		00	02/05/2021	001-2120-421.46-01	TRAINING	695.00	
							VENDOR TOTAL *	695.00	
0004996	00	FLEX MADE EASY							
01282021		000226		00	02/05/2021	721-0000-202.03-11	CONTRIBUTIONS	EFT:	1,149.98
							VENDOR TOTAL *	.00	1,149.98
0099999	00	FREUND, RONALD & MARY							
01252021		000258		00	02/02/2021	001-1130-411.58-00	2020 TAX REBATE	45.96	
							VENDOR TOTAL *	45.96	
0000086	00	GALLS, LLC							
017537819		000276		00	02/05/2021	001-2110-421.53-02	UNIFORM	EFT:	12.99
017547442		000273		00	02/05/2021	001-2120-421.53-02	BOOTS	EFT:	99.99
017524624		000274		00	02/05/2021	001-2120-421.53-02	UNIFORM	EFT:	862.67
017526784		000275		00	02/05/2021	001-2120-421.53-02	BOOTS	EFT:	105.00
							VENDOR TOTAL *	.00	1,080.65
0000092	00	GEORGE BUTLER ASSOC., INC.							

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0000092	00	GEORGE BUTLER ASSOC., INC.							
60937		PI0090	007316	00	02/02/2021	531-4340-443.62-10	PRAIRIE T SEWER IMPROVMNT	3,330.00	
60941		PI0091	007476	00	02/02/2021	531-4340-443.61-03	S WWTP PLAN & DESIGN	40,525.00	
							VENDOR TOTAL *	43,855.00	
0000181	00	GRAINGER							
9775115166		000277		00	02/05/2021	521-4220-442.52-12	LOCKOUT TAGS & SUPPLIES	EFT:	69.08
9777862690		000278		00	02/05/2021	521-4220-442.52-12	FLANGES	EFT:	17.48
							VENDOR TOTAL *	.00	86.56
0000013	00	HACH COMPANY							
12288133		000392		00	02/05/2021	521-4220-442.52-12	LAB SUPPLIES	EFT:	384.19
12293129		000393		00	02/05/2021	521-4220-442.52-12	LASER	EFT:	3,134.00
							VENDOR TOTAL *	.00	3,518.19
0004993	00	HARTFORD, THE							
368530959923		000303		00	02/05/2021	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
368530959923		000304		00	02/05/2021	001-1140-411.21-02	MONTHLY BILLING	EFT:	12.20
368530959923		000305		00	02/05/2021	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
368530959923		000307		00	02/05/2021	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
368530959923		000308		00	02/05/2021	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
368530959923		000310		00	02/05/2021	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
368530959923		000398		00	02/05/2021	001-2110-421.21-02	MONTHLY BILLING	EFT:	30.56
368530959923		000312		00	02/05/2021	001-2120-421.21-02	MONTHLY BILLING	EFT:	134.48
368530959923		000313		00	02/05/2021	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
368530959923		000314		00	02/05/2021	001-3110-431.21-02	MONTHLY BILLING	EFT:	4.58
368530959923		000315		00	02/05/2021	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
368530959923		000316		00	02/05/2021	001-3120-431.21-02	MONTHLY BILLING	EFT:	35.14
368530959923		000317		00	02/05/2021	001-3130-431.21-02	MONTHLY BILLING	EFT:	22.90
368530959923		000327		00	02/05/2021	001-6105-461.21-02	MONTHLY BILLING	EFT:	30.56
368530959923		000328		00	02/05/2021	001-6120-461.21-02	MONTHLY BILLING	EFT:	24.48
368530959923		000329		00	02/05/2021	001-7110-471.21-02	MONTHLY BILLING	EFT:	25.98
368530959923		000330		00	02/05/2021	001-7120-471.21-02	MONTHLY BILLING	EFT:	12.20
368530959923		000319		00	02/05/2021	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
368530959923		000320		00	02/05/2021	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
368530959923		000321		00	02/05/2021	501-4130-441.21-02	MONTHLY BILLING	EFT:	43.93
368530959923		000322		00	02/05/2021	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
368530959923		000323		00	02/05/2021	521-4220-442.21-02	MONTHLY BILLING	EFT:	21.40
368530959923		000324		00	02/05/2021	521-4230-442.21-02	MONTHLY BILLING	EFT:	35.22
368530959923		000325		00	02/05/2021	531-4320-443.21-02	MONTHLY BILLING	EFT:	27.48
368530959923		000326		00	02/05/2021	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
368530959923		000306		00	02/05/2021	601-1230-412.21-02	MONTHLY BILLING	EFT:	4.58
368530959923		000311		00	02/05/2021	602-1340-413.21-02	MONTHLY BILLING	EFT:	4.58
368530959923		000318		00	02/05/2021	603-3150-431.21-02	MONTHLY BILLING	EFT:	18.48-
368530959923		000309		00	02/05/2021	604-1320-413.21-02	MONTHLY BILLING	EFT:	30.56
							VENDOR TOTAL *	.00	598.61
0002095	00	HDR ENGINEERING, INC							
1200323179		000230		00	02/05/2021	001-3130-431.31-10	ON CALL	EFT:	621.09
1200323169		006986		00	02/05/2021	001-3130-431.31-10	ON CALL	EFT:	176.87

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
0002095	00	HDR ENGINEERING, INC							
							VENDOR TOTAL *	.00	797.96
0099999	00	HERBERT, JOSEPH OR DANEDRI							
01252021		000258		00	02/02/2021	001-1130-411.58-00	2020 TAX REBATE	25.98	
							VENDOR TOTAL *	25.98	
0099999	00	HERBERT, PAUL OR DANELLE							
01252021		000258		00	02/02/2021	001-1130-411.58-00	2020 TAX REBATE	13.76	
							VENDOR TOTAL *	13.76	
0005000	00	HUMANA INSURANCE COMPANY							
702625422		000333		00	02/05/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,915.56
702625422		000334		00	02/05/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	2,040.60
702625422		000335		00	02/05/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	536.32
702625422		000337		00	02/05/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,556.62
702625422		000338		00	02/05/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,184.82
702625422		000340		00	02/05/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,229.70
702625422		000342		00	02/05/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,451.66
702625422		000343		00	02/05/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	20,237.56
702625422		000344		00	02/05/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	536.32
702625422		000345		00	02/05/2021	001-3110-431.21-01	MONTHLY BILLING	EFT:	29.50
702625422		000346		00	02/05/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,020.30
702625422		000347		00	02/05/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	4,911.30
702625422		000348		00	02/05/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	4,851.44
702625422		000356		00	02/05/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	4,911.30
702625422		000357		00	02/05/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,018.12
702625422		000358		00	02/05/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	5,963.56
702625422		000359		00	02/05/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	2,911.90
702625422		000349		00	02/05/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,302.34
702625422		000350		00	02/05/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,755.88
702625422		000351		00	02/05/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	9,447.60
702625422		000352		00	02/05/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	1,209.40
702625422		000353		00	02/05/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	4,074.14
702625422		000354		00	02/05/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	6,657.02
702625422		000355		00	02/05/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	4,323.10
702625422		000336		00	02/05/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	536.32
702625422		000360		00	02/05/2021	601-1230-412.31-15	MONTHLY BILLING	EFT:	997.26
702625422		000341		00	02/05/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	1,209.40
702625422		000339		00	02/05/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	4,799.10
702625422		000332		00	02/05/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	25,878.50
							VENDOR TOTAL *	.00	140,496.64
0005015	00	INSTITUTE FOR BUILDING TECHNOLOGY							
R730-EC1GAR0820006985				00	02/05/2021	001-7110-471.31-15	CONTRACTED STAFF SUPPORT	EFT:	9,750.00
							VENDOR TOTAL *	.00	9,750.00
0000107	00	JOHNSON COUNTY RECORDS & TAX ADMIN							
02012021		000279		00	02/05/2021	001-0000-101.20-07	ESCROW FUND	1,047.00	
							VENDOR TOTAL *	1,047.00	
0000108	00	K.C. BOBCAT 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
0000108	00	K.C. BOBCAT INC							
19146849		000288		00	02/05/2021	521-4230-442.43-02	FLEX PIN	51.15	
19146849		000289		00	02/05/2021	531-4330-443.43-02	FLEX PIN	51.15	
							VENDOR TOTAL *	102.30	
0002671	00	KANSAS GAS SERVICE							
161419073	0121	000280		00	02/05/2021	501-4130-441.40-04	MONTHLY BILLING	736.28	
							VENDOR TOTAL *	736.28	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1010249		000285		00	02/05/2021	001-3120-431.31-15	LOCATING SERVICE	EFT:	75.30
1010249		000282		00	02/05/2021	501-4130-441.40-06	LOCATING SERVICE	EFT:	75.30
1010653		000286		00	02/05/2021	501-4130-441.40-06	LOCATES	EFT:	7.20
1010249		000283		00	02/05/2021	521-4230-442.40-06	LOCATING SERVICE	EFT:	75.30
1010251		000287		00	02/05/2021	531-4320-443.31-15	LOCATES	EFT:	12.00
1010249		000284		00	02/05/2021	531-4330-443.40-06	LOCATING SERVICE	EFT:	75.30
							VENDOR TOTAL *	.00	320.40
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-21-03		000389		00	02/05/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	216,896.92
							VENDOR TOTAL *	.00	216,896.92
0000233	00	MAXIMUM LAWN CARE							
15466		000290		00	02/05/2021	001-2110-421.31-15	SNOW REMOVAL	EFT:	745.00
							VENDOR TOTAL *	.00	745.00
0099999	00	MEISINGER JR, DAN L.							
01252021		000258		00	02/02/2021	001-1130-411.58-00	2020 TAX REBATE	629.56	
							VENDOR TOTAL *	629.56	
0003872	00	MOZINGO LAW FIRM, LLC							
098182		000291		00	02/05/2021	001-1330-413.31-02	LEGAL SERVICES	EFT:	360.00
096243		000292		00	02/05/2021	001-1330-413.31-02	LEGAL SERVICES	EFT:	240.00
							VENDOR TOTAL *	.00	600.00
0099999	00	NEW LIFE COMMUNITY CHURCH							
01252021		000258		00	02/02/2021	001-1130-411.58-00	2020 TAX REBATE	109.26	
							VENDOR TOTAL *	109.26	
0000142	00	OLATHE WINWATER WORKS							
157147	00	000293		00	02/05/2021	521-4230-442.52-32	MATERIALS	EFT:	2,810.00
							VENDOR TOTAL *	.00	2,810.00
0001575	00	OMEGA DOOR AND HARDWARE							
33080		000396		00	02/05/2021	603-3150-431.31-15	REPAIR OVERHEAD DOOR	EFT:	2,168.00
							VENDOR TOTAL *	.00	2,168.00
0003125	00	PHOENIX FIRE SYSTEMS							
301811		000232		00	02/05/2021	603-3150-431.31-15	ANNUAL INSPECTION	EFT:	1,132.00
							VENDOR TOTAL *	.00	1,132.00
0000149	00	PRAXAIR DISTRIBUTION INC							

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0000149	00	PRAXAIR DISTRIBUTION INC							
61322504		000231		00	02/05/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	45.51
							VENDOR TOTAL *	.00	45.51
0000150	00	QUILL CORPORATION							
14003938		000394		00	02/05/2021	521-4220-442.52-20	OFFICE SUPPLIES	111.52	
							VENDOR TOTAL *	111.52	
0003110	00	REJIS COMMISSION							
453867		000294		00	02/05/2021	001-1330-413.46-02	VPN CONNECTION	EFT:	70.00
							VENDOR TOTAL *	.00	70.00
0000160	00	SHAWNEE COPY CENTER INC.							
124783		000295		00	02/05/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	50.78
124782		000296		00	02/05/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	55.78
124785		000297		00	02/05/2021	001-2110-421.47-02	LABELS	EFT:	91.35
							VENDOR TOTAL *	.00	197.91
0004730	00	STANDARD & ASSOCIATES, INC							
SA000046010		000298		00	02/05/2021	001-2110-421.31-15	RECRUITMENT TESTS	390.00	
							VENDOR TOTAL *	390.00	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8060980302		000299		00	02/05/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	197.19
							VENDOR TOTAL *	.00	197.19
0000174	00	TAPCO PRODUCTS CO.							
106159		000233		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
107514		000234		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
108520		000235		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
109474		000236		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
106162		000237		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
108523		000238		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
106162		000239		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
108523		000240		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
106163		000241		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
108524		000242		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
106172		000243		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
108529		000244		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
106171		000245		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
108530		000246		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
107501		000247		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
109462		000248		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
106161		000249		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
107515		000250		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
108521		000251		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
109475		000252		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
106158		000253		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	98.17
107512		000254		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
108519		000255		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44

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
0000174	00	TAPCO PRODUCTS CO.							
109472		000256		00	02/05/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
							VENDOR TOTAL *	.00	702.57
0099999	00	TEAM KANSAS							
02022021		000390		00	02/05/2021	001-7110-471.46-01	REFUND SCHOLARSHIP TUITIO	885.00	
							VENDOR TOTAL *	885.00	
0003958	00	TREANOR HL, P.A.							
45369		PI0086 007092		00	01/31/2021	603-3150-431.31-15	STATION ASSESSMENT	EFT:	873.00
							VENDOR TOTAL *	.00	873.00
0003505	00	UNITED COMMUNITY SERVICES-HSF							
01222021		000257		00	02/05/2021	001-1110-411.54-93	2021 Human Service Fund	EFT:	6,600.00
							VENDOR TOTAL *	.00	6,600.00
0000238	00	USA BLUE BOOK							
491444		000395		00	02/05/2021	521-4220-442.52-20	SAMPLE BOTTLES	EFT:	148.62
486307		000257		00	02/05/2021	521-4230-442.52-02	SHUTOFF TOOL	EFT:	155.97
486307		000257		00	02/05/2021	531-4330-443.52-02	SHUTOFF TOOL	EFT:	155.97
							VENDOR TOTAL *	.00	460.56
0004226	00	WATCHMEN SECURITY SERVICES							
52887		000300		00	02/05/2021	501-4120-441.31-15	SECURITY CAMERA MONITORIN	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0003878	00	YATES ELECTRIC CO. INC.							
2903		000301		00	02/05/2021	531-4320-443.31-15	ELECTRICAL WORK	EFT:	432.00
							VENDOR TOTAL *	.00	432.00
							EFT/EPAY TOTAL ***		512,818.62
							TOTAL EXPENDITURES ****	50,736.23	512,818.62
							GRAND TOTAL **********		563,554.85

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: FEBRUARY 15, 2021
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of an agreement with the KAW Valley Companies, Inc. to demolish and remove the former Gardner City Police Station

Strategic Priority: Infrastructure and Asset Management; Fiscal Stewardship; Quality of Life

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute an agreement with the KAW Valley Companies, Inc. to demolish and remove the former Gardner City Police Station.

Background/Description of Item:
In July of 2019, Police and Municipal Court staff moved into the new Gardner Justice Center. Per previous studies and council direction, the old police station is to be demolished for future redevelopment. Environmental conditions were reviewed for appropriate demolition methods for remediation, including asbestos and lead, and assessed as part of the professional services.

The project includes the demolition, debris removal, asbestos abatement and backfill of the former Gardner City Police Station.

The project was advertised in early January with a public bid opening on January 26th, 2021. KAW Valley Companies, Inc. was the low bidder at $62,000.

Company	Bid
Harvey Brothers	$79,275
Lowe-North Construction	$107,777
Dehn Demolition	$109,455
Crookham Construction	$174,000
Dale Brothers	$79,500
KAW Valley	$62,000
AT Abatement & Demo Services	$176,101

Financial Impact:
The demolition project was not originally included in the 2021 budget. However, there is adequate fund balance in the General Fund to pay for this project.

Attachments Included:
- Agreement

Suggested Motion:
Authorize the City Administrator to execute an agreement with the KAW Valley Companies, Inc. to demolish and remove the former Gardner Police Station, in the amount of $62,000, and authorize related change orders up to an additional amount not to exceed $6,200.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this 4th day of February, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Kaw Valley Companies, Inc., [hereinafter referred to as "Contractor"] for the construction of the following described work: OLD POLICE STATION DEMO known as City of Gardner Project No. PD1901.

RECITALS

WHEREAS, the City desires to construct and complete Project No. PD1901.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents (the "Contract Documents"), as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. PD1901, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the OLD POLICE STATION DEMO.

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

AGREEMENT

1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. P1901. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.

1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

1.3 Assigned Personnel.

a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.

b. With respect to this Agreement, the Contractor shall employ the following key personnel: Bob Lane

c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.

d. The Contractor shall designate Bob Lane (913-207-0768) as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

e. City shall designate Robert Davis (913-856-0918) as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit A.

2.0 Commencement of Contract Time; Notice to Proceed.

2.1 The Contract Time will commence on the date stated in the Notice to Proceed. No Work shall be done at the site prior to issuance of a Notice to Proceed.

2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.

2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.

3.0 Time of Performance.

3.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.

3.2 Progress Schedule

Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.

3.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

3.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions, or otherwise.

3.5 Damages for City Delay. If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price.

3.6 Work Stoppage. Contractor warrants to City that there will be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay.

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
$0	to	$25,000	$75
$25,001	to	$50,000	$125
$50,001	to	$100,000	$200
$100,001	to	$500,000	$400
$500,001	to	$1,000,000	$600
$1,000,001	to	$2,000,000	$925
$2,000,001	to	$5,000,000	$1,375
$5,000,001	to	$10,000,000	$2,000
$10,000,001	and	up	$3,000

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

b. Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.

c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the

Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of $62,000.

4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

1) Ten (10) percent until construction is substantially complete;
2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: Robert Davis.

4.4 Right to Withhold Payment:

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
2) Claims of third parties against City or City's property;
3) Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
6) Persistent failure to carry out the Work in accordance with this Agreement;
7) Damage to City or a third party to whom City is, or may be, liable; or
8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon

Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

5.2 City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

6.0 Partial Utilization of Work by City.

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

7.0 Completion and Final Payment.

7.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

7.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.

7.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's

other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

10.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as a result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;

2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

12.0 Termination.

12.1 Right of City to Terminate Contract.

a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:

12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or

12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or

12.1.a.3 Contractor should be adjudicated to be bankrupt; or

12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or

12.1.a.5 a receiver should be appointed for Contractor or any of its property; or

12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

12.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.

c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may

upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

14.0 Bonds.

14.1 Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

14.2 Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

14.3 If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

15.0 Insurance.

15.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- □ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation

Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

□ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.

□ Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

□ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

□ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

15.2 Subcontractor's Insurance.
If a part of the Contract is to be sublet, Contractor shall either:

1) Cover all subcontractors in Contractor's general liability insurance policy;
2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

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

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

1) Is licensed to do business in the State of Kansas;
2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

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

15.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

15.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

19.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor

shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of five (5) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this five (5) year period.

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or

injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

23.0 Compliance with Laws.

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

23.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

24.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its liability under this Agreement and the bonds applicable hereto.

25.0 Confidentiality.

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

26.0 Notices.

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

To City: City of Gardner
Attn: Robert Davis
120 E. Main Street
Gardner, KS 66030

To Contractor: (Contractor Provide)

27.0 Amendments.

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

27.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

a. Field Order;

b. Engineer's review and approval of a Show Drawing or Sample;

c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

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

31.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or

international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

32.0 Titles.

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

33.0 Negotiations.

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

34.0 Costs and Attorneys Fees.

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

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

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

37.0 Incorporation of Appendices.

Exhibit A – Contractor Bid Sheets

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

_____

(Mayor/City Administrator)

CONTRACTOR

_____

(Name, Title)

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Ryan Denk, City Attorney

EXHIBIT A - PROJECT # PD1901

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: KAW VALLEY COMPANIES.

B. Project Name: Gardner, KS Old Police Station Demolition.

C. Project Location: ~~400~~ 440 E. Main St, Gardner, KS 66030

D. Owner: City of Gardner

E. Architect: TreanorHL, P.A., 1811 Baltimore Ave, Kansas City, MO 64108

F. Architect Project Number: JS0655.1901.00

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by TreanorHL, P.A. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. SIXTY TWO THOUSAND Dollars

($ 62,000.00).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. THREE THOUSAND ONE HUNDRED Dollars

($ 3100.00).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

A. The Undersigned agrees to achieve substantial completion as defined in the General Conditions of the Contract in the below number of calendar days from the Notice to Proceed. Furthermore, the undersigned understands and agrees that Liquidated Damages shall be assed in the amount of $500.00 for each day thereafter (except Sundays and holidays) that the Contract remains uncompleted.

1. Completion Time 30 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addenda #'s 1.

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.7 SUBMISSION OF BID

Respectfully submitted this 26TH day of JANUARY, ~~2013.~~ 2021

Submitted By: KAW VALLEY COMPANIES
(Name of bidding firm or corporation)

Authorized Signature: Bob Lane
PART 2 - (Handwritten signature)

Signed By: BOB LANE
(Type or print name)

Title: ESTIMATOR / PM

Attest: [signature]
(Handwritten signature)

PART 3 - By: PART 4 - Tom Lynch
(Type or print name)

Title: Office Manager

Street Address: 5600 KANSAS AVE

City, State, Zip KANSAS CITY KS 66106

Phone: 913-207-0768

Federal ID No.: 48-1202712

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Kaw Valley Companies, Inc.
5600 Kansas Ave
Kansas City, KS 66106

SURETY:
(Name, legal status and principal place of business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Gardner
120 E Main Street
Gardner, KS 66030

BOND AMOUNT: $ Five Percent (5%) of the Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Gardner, Kansas Old Police Station Demolition, Gardner, KS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of January 2021

(Witness)

Kaw Valley Companies, Inc.
(Principal) (Seal)

ESTIMATOR / PM
(Title)

D J Mose
(Witness) D J Mose

United Fire & Casualty Company
(Surety) (Seal)

(Title) Wendy A. Lewis, Attorney-in-Fact

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

D. N. BROYLES, WENDY A. LEWIS, GINGER HOKE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of August, 2019

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 1st day of August, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2021

Judith A. Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of January, 2021.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: FEBRUARY 15, 2021
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of an agreement with the Kansas Department of Transportation to construct improvements for the US-56 Pavement Reconstruction project

Strategic Priority: Infrastructure and Asset Management; Quality of Life

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the Mayor to execute an agreement with the Kansas Department of Transportation (KDOT) to construct the US-56 Pavement Reconstruction project.

Background/Description of Item:
In March of 2019, the City applied to KDOT for CCLIP funding to reconstruct US-56 from Sycamore Street to Moonlight Road and was awarded $2,000,000. In March of 2020, the City applied to KDOT for additional CCLIP funds to reconstruct US-56 from Moonlight Road to Old 56 Hwy and was awarded $1,000,000. Subsequently, the two projects were combined into one for design efficiency and cost effectiveness.

The scope of work will include full-depth pavement reconstruction, sidewalk improvements, installation of a traffic signal between QuikTrip and Walgreens, and driveway replacements. Construction is expected to begin in the summer of 2021.

Financial Impact:
KDOT agrees to be responsible for 75% of construction costs up to a maximum of $3,000,000. In addition, the City obtained $735,000 in CARS funding from Johnson County. The City of Gardner anticipates issuing General Obligation bonds to finance its share of the project costs. Annual debt service payments will come from the Special Highway Fund. The City is responsible for the estimated costs listed below.

Engineering	$397,060
Construction	$1,265,000
Inspection	$300,000
ROW and Easements	$175,000
Estimated Total City cost	$2,137,060

Attachments Included:
- Agreement

Suggested Motion:
Authorize the Mayor to execute an agreement with the Kansas Department of Transportation to construct the US-56 Pavement Reconstruction project.

PROJECT NO. 56-46 KA-5420-01
PAVEMENT REPLACEMENT
CITY OF GARDNER, KANSAS

A G R E E M E N T

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

RECITALS:

A. The City has applied for and the Secretary has authorized a CCLIP (PR) Project, as further described in this Agreement.

B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links on the State Highway System through the City.

C. The City desires to construct the Project on E. Main Street (US-56), a city connecting link for the State Highway System, in the City.

D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and federal funds.

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

ARTICLE I

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

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

2. **"CCLIP Resurfacing Program"** means a City Connecting Link Improvement Program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of $300,000.00 per fiscal year of state funds. The CCLIP Resurfacing Program is for contract maintenance only.

3. **"City"** means the City of Gardner, Kansas, with its place of business at 120 East Main Street, Gardner, KS 66030.

4. "**City Connecting Link**" means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

5. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

7. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

8. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.

9. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

10. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

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

12. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.

14. **"Fiscal Year (FY)"** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.

15. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq*., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq*., Underground Storage Tanks; Technical

Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq*., Hazardous Waste.

16. **"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.

17. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

18. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

19. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

20. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.

21. **"Pavement Restoration" or "PR"** means a project intended to address deficiencies in the road surface that are too extensive or expensive to be addressed by the measures under the CCLIP Surface Preservation (SP) category. Actions under this category could include full-depth pavement replacement of the entire driving surface or extensive pavement rehabilitation. Other related improvements, such as curb and gutter repair/replacement, storm sewer, parking lanes, or sidewalk construction may be included.

22. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

23. **"Project"** means all phases and aspects of the Construction endeavor, as and when authorized by the Secretary prior to Letting, being: pavement replacement, curb and gutter, and sidewalks on US-56 from Sycamore Street to 275 feet west of Old Highway 56 in Gardner, Kansas, and is the subject of this Agreement.

24. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

25. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

26. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

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

28. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility	Total Projected Contribution ($)
Secretary	FFY 2021 CCLIP-PR Funds	75% of Total Actual Costs of Construction not to exceed $2,000,000.00.	2,000,000.00
Secretary	FFY 2022 CCLIP-PR Funds	After FFY 2021 CCLIP-PR Fund limit is reached, 90% of Total Actual Costs of Construction not to exceed $1,000,000.00.	1,000,000.00
		Total Projected Contribution from All Funding Sources	3,000,000.00
City		25% of Total Actual Costs of Construction until Secretary's FFY 2021 CCLIP-PR Fund limit is reached. 10% of Total Actual Costs of Construction after Secretary's FFY 2021 CCLIP-PR Fund limit is reached and until Secretary's FFY 2022 CCLIP-PR Funding limit is reached. 100% of Total Actual Costs of Construction after Secretary has contributed project maximum of $3,000.000.00. 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments. 100% Non-Participating Costs.	
Total Estimated Construction Costs			5,697,317.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid and the current Federal-Aid Transportation Act for this Project.

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

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric

Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq*.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking

recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R., Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507,

inclusive, and Kansas Administrative Regulations 36-16-1, *et seq*. The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed on state highway right of way, if any, pursuant to the Design Plans, the City agrees as follows:

(i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of US-56. If the construction or maintenance of US-56 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-56 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this

requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Remittance of Estimated Share.** The City shall either 1) deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities or 2) provide billing and payment documentation to the Secretary of any Preliminary Engineering costs incurred by the City for the Project that the City has paid. If the total amount expended by the City for its Preliminary Engineering costs does not equal its total financial obligation, as described in Article II, then the City shall deposit with the Secretary the difference. If the City chooses to forego providing Preliminary Engineering documentation to the Secretary, the City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses or provide Preliminary Engineering documentation is fifty (50) days after the Letting date.

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

19. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City 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 have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

20. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

21. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **City Connecting Link.** The Parties entered into an agreement covering routine maintenance of the city connecting link dated December 11, 2009. It is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement.

3. **FHWA Approval.** Decisions as to what Project Costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

4. **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.

5. **Contractual Provisions.** 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 hereof.

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

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

8. **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.

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

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

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

ATTEST: THE CITY OF GARDNER, KANSAS

_____ _____

CITY CLERK (Date) MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

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: FEBRUARY 15, 2021
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project in an amount not to exceed $75,068.08.

Background/Description of Item:
The improvements included in the Center Street Sidewalks project were originally identified in the Main Street Corridor Plan completed in 2018. The project consists of the following two items:

- Construction of sidewalks on the west side of Center Street from Shawnee Street to McKinley Street
- Widening of the sidewalk on the Center Street Bridge over BNSF

The city applied for and received $252,000 towards construction of the project from Mid America Regional Council, however the city is responsible for fully funding the design portion of the project.

Financial Impact:
Funds for the design of the Center Street Sidewalks project will come from the city's Special Highway Fund.

Attachments Included:
- Agreement

Suggested Motion:
Authorize the City Administrator to execute an agreement with Hg Consult, Inc. to design the Center Street Sidewalks project in an amount not to exceed $75,068.08.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this 9th day of February, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Hg Consult Inc., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional engineering, architecture and surveying services firm, experienced in the design of roadway, bridge and sidewalk projects and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for said services.

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

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from March 1, 2021 to December 31, 2022 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the City Council in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or _____ Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.

3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Nathan Hladky, PE – Project Manager, Terry Hood, PE, Nathan Will, PE, Eric Reinkemeyer, PE, Mario Cancilla, PE

3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

3.3.4 The Consultant shall designate _____ as Principal (name/contact info) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

3.3.5 City shall designate Robert Davis (913-856-0918) as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or City Council, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period described in this Agreement, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to Robert Davis.

5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:

1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
2) Claims of third parties against City or City's property;
3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
6) Persistent failure to carry out the Work in accordance with this Agreement;
7) Damage to City or a third party to whom City is, or may be, liable; or
8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.5 City agrees to pay Consultant an amount not to exceed the sum of $75,068.08 for performing services detailed in Exhibit A. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.

5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services specified in Exhibit A which have been agreed to by the parties through a properly written and executed change order.

6.0 Cash Basis and Budget Laws.

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

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following

insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- □ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- □ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;

- □ Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

- □ Professional Liability – The Consultant shall maintain Professional Liability insurance in an amount not less than $500,000, and shall provide the City with certification thereof.

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

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

1) Is licensed to do business in the State of Kansas;
2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

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

9.0 <u>Conflict of Interest.</u>

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

10.0 Nondiscrimination.

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

11.0 Facilities and Equipment.

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

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the city on other projects not contemplated under this Agreement shall be at the City's sole risk, without liability to Contractor/Consultant.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records

provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

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

15.0 Compliance with Laws.

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

15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

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

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not

make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

18.0 Notices.

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

To City:

Robert Davis – Staff Engineer
City of Gardner
120 East Main Street
Gardner, KS 66030

To Consultant:

Nathan Hladky, P.E.
Hg Consult Inc.
11010 Haskell St. Suite 210
Kansas City, KS 66109

19.0 Amendments.

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

19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.

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

21.0 Force Majeure.

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

22.0 Titles.

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

23.0 Negotiations.

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

24.0 Costs and Attorney Fees.

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

25.0 Severability.

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

26.0 Authority to Enter into Agreement.

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

27.0 Incorporation of Appendices.

Exhibit A – Scope of Services and Exhibit B – Fees are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

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

29.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

_____
(Mayor/City Administrator)

CONSULTANT

_____
Its Authorized Agent *(Insert Name, Title)*

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

SCOPE OF SERVICES
Center Street Sidewalk Improvements
City of Gardner, KS

SCOPE OF PROJECT

This project includes design plans, specifications, bidding, and construction services for two separate locations along Center Street. The southern project location will include sidewalk improvements along the east side of Center Street between Kane Street and Warren Street. These improvements will replace the existing narrow sidewalk with a new five-foot wide sidewalk. This wider sidewalk will require removal of the existing east barrier on the Center Street bridge over the BNSF Railway. The northern project location will include construction of a sidewalk along the west side of Center Street between Shawnee Street and McKinley Street where there currently is no pedestrian connection. Supporting services will be provided including surveying, storm sewer improvements, public involvement, and engineering during construction services.

The Consultant shall furnish and perform the various professional duties and services required for the construction of the Project in accordance with all tasks listed in the current City of Gardner Project Procedures Manual.

GENERAL DESIGN REQUIREMENTS

The Consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current the KDOT Design Manual, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Rights-of-way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights-of-way descriptions.

The Basic Services provided by Hg Consult Inc., shall be as outlined below:

- Center Street, Kane Street to Warren Street – Sidewalk improvements along the east side of Center Street will begin at the northeast corner of the Center and Kane intersection and continue north to the southeast corner of the Center and Warren intersection. A wider sidewalk will require the removal and relocation of the existing east barrier that separates the street traffic from the sidewalk. A new barrier will be constructed west of the current barrier and will reduce the overall lane width of the existing Center Street northbound through lane. A revised curb return at the northeast corner of Center and Kane will be constructed to accommodate the revised lane width.

- Center Street, Shawnee Street to McKinley Street - Sidewalk improvements along the west side of Center Street will begin at the southwest corner of the Center and Shawnee intersection and continue north where it will connect with the existing sidewalk located approximately 115 feet south of McKinley Street. Sidewalk alignments will be located either on the back of the existing curb or with a small green space buffer from the road. The sidewalk will be located with attempts to minimize disruptions to the adjacent existing trees, yards, and utilities.

All services will be billed on an hourly basis not to exceed the total amount shown in Exhibit B. Estimated fees per task are outlined therein.

Task 100 – Project Management and General Coordination

1. Obtain and review existing available records from the City, aerial mapping in digital format, storm and sanitary sewer and water main as-builts, inspection reports and videos; and records of past property owner complaints.
2. Obtain available mapping and other pertinent data from utility companies through a written request at the outset of the project (completed by the City and distributed to Hg Consult Inc.).

Task 200 – Survey

1. Research utility records available through local companies regarding location of existing utilities. Also, contact Kansas One-Call to locate utilities in the field.
2. Hg Consult Inc., will conduct a topographic survey of the corridors shown on the following page with details applicable to construction, planimetrics, and one-foot contours. Topography will include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, grade of existing yards, driveways, etc. to create project mapping.

Center Street South Corridor Survey Limits

Center Street North Corridor Survey Limits

3. Boundary Survey - Section corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey, all section corners and quarter section corners within the project area and others used for project control must be located, and reference state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the county engineer, and the city's project engineer within 30 days of the survey as required by state law.
4. Prepare full survey base map in CAD format.
5. Provide title work information.
6. Right-of-way and easement plans, legal descriptions and easement exhibits will be

completed for each effected property for property acquisition by the city staff. It is anticipated that there will be seven (7) total easements for this project, all located at the north end of the project. Improvements to the south end are anticipated to all occur on City of Gardner property ownerships.

Task 300 – Public Involvement

1. To ensure all stakeholders are involved in the design of these sidewalk improvements, one (1) open house public meeting will be conducted:
   a) Open House No. 1: Upon completion of the right-of-way plans, a public meeting will be held to present the improvement plans and the impacts to the properties.

Task 400 – Preliminary Plans (30% Design)

1. Develop sidewalk vertical and horizontal alignment design
   a) South Improvements – evaluate geometric revisions required with new sidewalks
   b) North Improvements - evaluate in detail constraints imposed by existing utilities, existing trees, houses, driveways, and landscaping
2. Develop Preliminary Design Plans. Plans will include the following:
   a) Title Sheet
   b) General Layout Sheet
   c) Project Notes and Summary of Quantities Sheet
   d) Typical Sidewalk Sections
   e) Preliminary Right-of-Way & Easement Plans
   f) Sidewalk Plan & Profiles
   g) Drive Profiles
   h) Preliminary Pavement Marking Plan
   i) Cross Sections
3. Develop Preliminary Bridge Design Plans
   a) Investigate options that eliminate drainage onto BNSF Right of Way. Meet to discuss these options with City representatives.
   b) Review existing grade separation agreement between BNSF and the City to verify that Contractor has an easement to work on bridge. Amend agreement if necessary.
   c) Bridge Construction Layout
   d) Bridge Typical Section with relocated barrier, sidewalk curb and fence
   e) Submit plans to BNSF Railway for initial review.
4. QA/QC
5. Prepare preliminary opinion of probable cost to evaluate costs in relation to budget.
6. Submit preliminary plans to the City and KDOT. City submittal shall include electronic preliminary plans for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.
7. Meet with utility companies to discuss project and begin coordination for relocations. Included with this task will be inclusion of proposed utility locations shown on color coded maps for use in identifying individual utilities. Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations (Assume one (1) utility meeting).

Task 500 – Right-of-Way Plans (60% Design)

1. Update Preliminary plans per comments from city staff.

2. Evaluate in detail constraints imposed by existing utilities, existing trees, houses, driveways, and landscaping. Determine all private property impacts and easement/right-of-way requirements.
3. Develop preliminary plans to further detail limits of impacts. Additional plan sheets will include:
   a) Driveway Profiles
   b) Storm Drainage System Plan

Task 600 - Final Design

1. Develop Final Design Plans. Plans will include the following:
   a) Title Sheet
   b) General Layout and Project Survey Control Sheet
   c) Project Notes and Summary of Quantities Sheet
   d) Typical Sidewalk Sections and Standard Details
   e) Sidewalk Plan & Profile (1" = 20' scale plan, 1” = 10’ vertical)
   f) Right-of-Way and Easement Plans depicting the land acquisitions with dimensions that coincide with the legal descriptions
   g) Drive Profiles
   h) Sidewalk grading plans (to meet ADA and PROWAG guidelines).
   i) Special Construction Details
   j) Sediment/Erosion Control Plans
   k) Pavement Marking Plan
   l) Construction Phasing and Traffic Control
   m) Cross Sections
2. Prepare Final Bridge Design Plans
   a) Bridge Layout, General Notes and Quantities
   b) Complete details for barrier removal and replacement, sidewalk curb and pedestrian fence, and sidewalk beyond bridge ends.
   c) Complete details for selected bridge drainage option (i.e. flume, drain through barrier, etc.)
   d) Complete Quantities, Bill of Reinforcing Steel
   e) Submit plans to BNSF Railway for review.
3. QA/QC
4. Prepare final opinion of probable cost.
5. Submit plans to City and KDOT.
6. Meet with utility companies to discuss project and begin coordination for relocations. Included with this task will be inclusion of proposed utility locations shown on color coded maps for use in identifying individual utilities. Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations (Assume one (1) utility meeting).

Task 700 – PS&E

1. Upon receipt of City & KDOT comments on 90% plans, make necessary modifications and cost estimate.

Task 800 – Bidding

1. Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.
2. Hg Consult Inc., will attend one pre-bid meeting to answer technical questions from

contractors.

Task 900 – Construction Services

1. Be available for discussion and consultation during the construction phase. Construction observation will be the responsibility of the City.

CITY PROVIDED DATA:
1. Available aerial mapping in electronic format/GIS.
2. Records of resident complaints regarding existing infrastructure.
3. As-built drawings for existing water, storm system, and sanitary sewers; mapping of existing water mains impacting the project.
4. Property owner information on parcels where title work is not being completed.

DELIVERABLES:
1. Concept plan layout (PDF).
2. Preliminary Plans (30% Design) & cost estimate.
3. Right-of-Way Plans (60% Design) and cost estimate.
4. Final plans (up to four sets), project manuals, and final cost estimate.

ASSUMPTIONS:
1. All permit and mitigation fees (if any) will be paid for by the City.
2. It is assumed the disturbed area will not require a SWPPP.
3. Available design plans, inspection reports, videos, aerial photography, and as-built plans of the existing water lines, storm pipes, and sewer mains will be provided to Hg Consult Inc., by the City.
4. All designs will be in conformance with City of Gardner or KDOT Design and Construction Standards, as applicable.
5. Design consultant electronic release contract shall be signed by non-City entities receiving CAD files.
6. No specific plan format or CAD workspace is required.
7. Plan scales as noted in this scope of service can be adjusted per the discretion of the project manager.
8. All environmental permitting, recording keeping, and coordination will be handled by the City.
9. No cultural resources and threatened and endangered species are located with the proposed project corridor because it is located within a developed urban area.
10. A land disturbance permit will not be required by Kansas Department of Health and Environment.
11. Landscaping & Irrigation design will not be required.
12. Lighting design and plans will not be required.
13. A pre-manufactured fence product will be utilized on the bridge.
14. The City will be handling one-on-one property owner meetings and negotiating all right-of-way and easements.
15. Fees are an estimate of the actual work necessary to complete the work and Hg Consult Inc., can shift funds between contract phases and tasks as necessary to complete the work.
16. Hg Consult Inc., will coordinate all access to properties where to complete survey field work.
17. Hg Consult Inc., will request utility company data at the outset of the project. City will manage utility coordination, distributing plans, and other items to facilitate relocations as necessary.
18. Hg Consult Inc., will review show drawings for material acceptance.

EXCLUSIONS:

Anything not specifically outlined in this scope of service, including but not limited to:

1. Structural design including bridge widening and retaining wall design (>4') other than mentioned above
2. Traffic studies
3. Traffic signal design
4. Survey on railroad right-of-way and underneath the Center Street bridge
5. Right-of-way appraisals and negotiations
6. Attending public meeting open house
7. 3-D visualizations
8. Utility design (overhead power, gas, and telecommunications)
9. Detention or stormwater quality design
10. Land Disturbance Permit
11. Environmental Permitting
12. Permitting Fees of any kind
13. Geotechnical investigation
14. Pavement design
15. Staking for utility relocation
16. ROW staking
17. Construction Staking
18. Right-of-way monumentation
19. Construction record drawings
20. Construction plan revisions
21. Construction observation, testing, and inspection
22. Construction progress meetings
23. Design of additional drainage systems on the Center Street bridge is not anticipated

Exhibit B - Man-Hour and Fee Summary (Hg Consult, Inc.)
Center Street Sidewalk Project
City of Gardner, Kansas
SUMMARY OF DESIGN COSTS

Task 100 - Project Management	**$**	**3,632.86**
Task 200 - Survey	**$**	**1,180.04**
Task 300 - Public Involvement	**$**	**1,181.92**
Task 400 - Preliminary Plans (30%)	**$**	**22,650.83**
Task 500 - Right-of-Way Plans (60%)	**$**	**8,623.73**
Task 600 - Final Plans (100%)	**$**	**17,655.84**
Task 700 - Final PS&E	**$**	**2,918.56**
Task 800 - Bidding Phase	**$**	**1,449.77**
Task 900 - Construction Phase	**$**	**2,899.54**
Hg Direct Costs	**$**	**62,193.08**
Subconsultants:		
Land Surveying (Strick & Company or Lovelace)	**$**	**10,800.00**
Other Direct Costs:		
Mileage		$250.00
Printing Expenses		$250.00
Property O&E Reports ($150 for Residential, $350 per Commercial)		$1,575.00
Total Other Costs		$12,875.00
TOTAL PROJECT FEE	**$**	**75,068.08**

Design Professional Services Contract

Center Street Sidewalk Project

Public Works Department - Gardner, KS

Design Man-hour Estimate

Task Description	Principal	Project Manager	Project Engineer	Project Designer
Task 100 - Project Management				
Kick-off Meeting with City Staff and Project Walkthrough	2	3	3	
Project Management (Project Status Meetings - 1 per month x 8 months)		8		
Invoicing	4	4		
Subtotal Project Management Hours	6	15	3	0
Task 200 - Survey				
Land Surveying		1	2	
Field Check of Survey		4		
New Easement Exihibits			1	1
Subtotal Land Survey Hours	0	5	3	1
Task 300 - Public Involvement				
Create Exhibits and General Support		2	4	4
Subtotal Public Involvement Hours	0	2	4	4
Task 400 - Preliminary Plans (30%)				
Develop Northern Improvements Alignment		4	8	4
Develop Southern Improvements Alignment		4	8	4
Develop Preliminary Plans				
Title Sheet			1	1
General Layout Sheet			1	1
General Notes			1	1
Typical Sections		2	4	2
Preliminary ROW & Easement Plan			4	2
Plan View of Improvements		2	4	8
Driveway Profiles			4	2
Cross-Sections			12	8
Preliminary Bridge Design, Plan Preparation & Coordination				
Drainage investigation			8	4
Review of existing grade separation agreement	1	2		
Bridge Construction Layout		1	16	16
Develop Bridge Typical Section		1	4	
BNSF Railway initial submittal		1	2	2
QA/QC	6	4	8	4
Preliminary Quantities and Opinion of Cost		2	2	4
Submit plans to City & KDOT			2	4
Initial Utility Coordination (1 meeting)		1	2	4
Subtotal Preliminary Plans Hours	7	24	91	71
Task 500 - Right-of-Way Plans (60%)				
Update Preliminary Plans per Comments		2	16	8
Evaluate Contraints w/ ROW Impacts		4	2	2
Continue Plan Development		8	24	8
Subtotal Right-of-Way Plans Hours	0	14	42	18
Task 600 - Final Plans (100%)				
Title Sheet				1
General Layout & Survey Control Sheet				1
General Notes & Summary of Quantities				1
Typical Sections			1	1
Plan View of Improvements			4	8
Drive Profiles			4	2
Sidewalk Grading Plans			2	2
Special Construction Details			1	4
Sediment/Erosion Control Plans			4	4
Pavement Marking Plan			2	4
Construction Phasing and Traffic Control			4	4
Update Cross Sections			4	8
Final Bridge Plan Preparation				
Final Bridge Layout, General Notes and Quantities		2	4	4
Bridge Barrier, Sidewalk Curb and Pedestrian Fence			8	6
Drainage Details			4	6
Complete Quantities and Bill of Reinforcing Steel			4	2
Submit Plans to BNSF Railway for review	1		2	2
QA/QC	8	8	4	4
Final Quantities and Opinion of Probable Cost		1	2	
Submit Plans to City and KDOT		1	2	4
Utility Coordination Meeting (1 meeting)		2	2	
Subtotal Final Plans Hours	9	14	58	68
Task 700 - Final PS&E				
Update Plans and Cost Estimate per City/KDOT Comments		2	16	8
Subtotal Final PS&E Hours	0	2	16	8
Task 800 - Bidding Phase				
Attend Pre-Bid Meeting and Answer Questions from Contractors		4	8	
Subtotal Bidding Phase Hours	0	4	8	0
Task 900 - Construction Phase				
Shop Drawing Review		4	8	
Questions During Construction from Contractor		4	8	
Subtotal Construction Phase Hours	0	8	16	0
PROJECT HOUR TOTALS	**30**	**96**	**245**	**174**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 100 - Project Management

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	6	$ 61.80	2.90	$ 1,075.32
PM1	15	$ 51.44	2.90	$ 2,237.64
E1	3	$ 36.77	2.90	$ 319.90
D3	0	$ 39.40	2.90	$ -
	24			
	Direct Salary Total			$ 3,632.86

Total Cost **$ 3,632.86**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 200 - Survey

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	0	$ 61.80	2.90	$ -
PM1	5	$ 51.44	2.90	$ 745.88
E1	3	$ 36.77	2.90	$ 319.90
D3	1	$ 39.40	2.90	$ 114.26
	9			
	Direct Salary Total			$ 1,180.04

Total Cost **$ 1,180.04**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 300 - Public Involvement

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	0	$ 61.80	2.90	$ -
PM1	2	$ 51.44	2.90	$ 298.35
E1	4	$ 36.77	2.90	$ 426.53
D3	4	$ 39.40	2.90	$ 457.04
	10			
	Direct Salary Total			$ 1,181.92

Total Costs **$ 1,181.92**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 400 - Preliminary Plans (30%)

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	7	$ 61.80	2.90	$ 1,254.54
PM1	24	$ 51.44	2.90	$ 3,580.22
E1	91	$ 36.77	2.90	$ 9,703.60
D3	71	$ 39.40	2.90	$ 8,112.46
	193			
	Direct Salary Total			$ 22,650.83

Total Costs **$ 22,650.83**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 500 - Right-of-Way Plans (60%)

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	0	$ 61.80	2.90	$ -
PM1	14	$ 51.44	2.90	$ 2,088.46
E1	42	$ 36.77	2.90	$ 4,478.59
D3	18	$ 39.40	2.90	$ 2,056.68
	74			
	Direct Salary Total			$ 8,623.73

Total Costs **$ 8,623.73**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 600 - Final Plans (100%)

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	9	$ 61.80	2.90	$ 1,612.98
PM1	14	$ 51.44	2.90	$ 2,088.46
E1	58	$ 36.77	2.90	$ 6,184.71
D3	68	$ 39.40	2.90	$ 7,769.68
	149			
	Direct Salary Total			$ 17,655.84

Total Costs **$ 17,655.84**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 700 - Final PS&E

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	0	$ 61.80	2.90	$ -
PM1	2	$ 51.44	2.90	$ 298.35
E1	16	$ 36.77	2.90	$ 1,706.13
D3	8	$ 39.40	2.90	$ 914.08
	26			
	Direct Salary Total			$ 2,918.56

Total Costs **$ 2,918.56**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 800 - Bidding Phase

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	0	$ 61.80	2.90	$ -
PM1	4	$ 51.44	2.90	$ 596.70
E1	8	$ 36.77	2.90	$ 853.06
D3	0	$ 39.40	2.90	$ -
	12			
	Direct Salary Total			$ 1,449.77

Total Costs **$ 1,449.77**

Hg Consult Inc engineers planners

Exhibit B - Sub consultant Summary (Hg Consult, Inc.)
Center Street Sidewalk Project

Task 900 - Construction Phase

CLASS	TOTAL HOURS	DIRECT HOURLY RATE	DIRECT LABOR + PROFIT	DIRECT SALARY COST
P1	0	$ 61.80	2.90	$ -
PM1	8	$ 51.44	2.90	$ 1,193.41
E1	16	$ 36.77	2.90	$ 1,706.13
D3	0	$ 39.40	2.90	$ -
	24			
	Direct Salary Total			$ 2,899.54

Total Costs **$ 2,899.54**

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1
MEETING DATE: FEBRUARY 15, 2021
STAFF CONTACT: DAVE KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Lakes at Conestoga

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

Department: Community Development Department

Planning Commission Action/Recommendation:
After review of application FP-20-11 a final plat for the Lakes of Conestoga, dated January 15, 2021 and staff report dated January 26, 2021, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. Approval of final development plan
2. A written agreement for use of a private water system is provided on both the final development plan and final plat between the City and the developer for the Lakes of Conestoga

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

Staff Recommendation:
Staff recommended approval of the final plat for Lakes of Conestoga with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:
The property was annexed on March 6, 1978 per Ordinance 1337. Currently, the property is not in use. At the time the property was annexed, the property was zoned for retail business uses in 1971 and 1973, and a mobile home park in 1973 by the Gardner Township Zoning Board as part of Johnson County Government. In approximately 1982, a portion of the property was rezoned to R-2 (Two-Family Residential district), but was not developed and has remained undeveloped since.

The Planning Commission considered this final plat at their January 26, 2021 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:
Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax if it has not been paid. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

Other Impacts:
None.

Attachments included:

- Vicinity map
- Final plat document
- Excerpt of the minutes from the January 26, 2021 Planning Commission meeting.
- Planning Commission packet

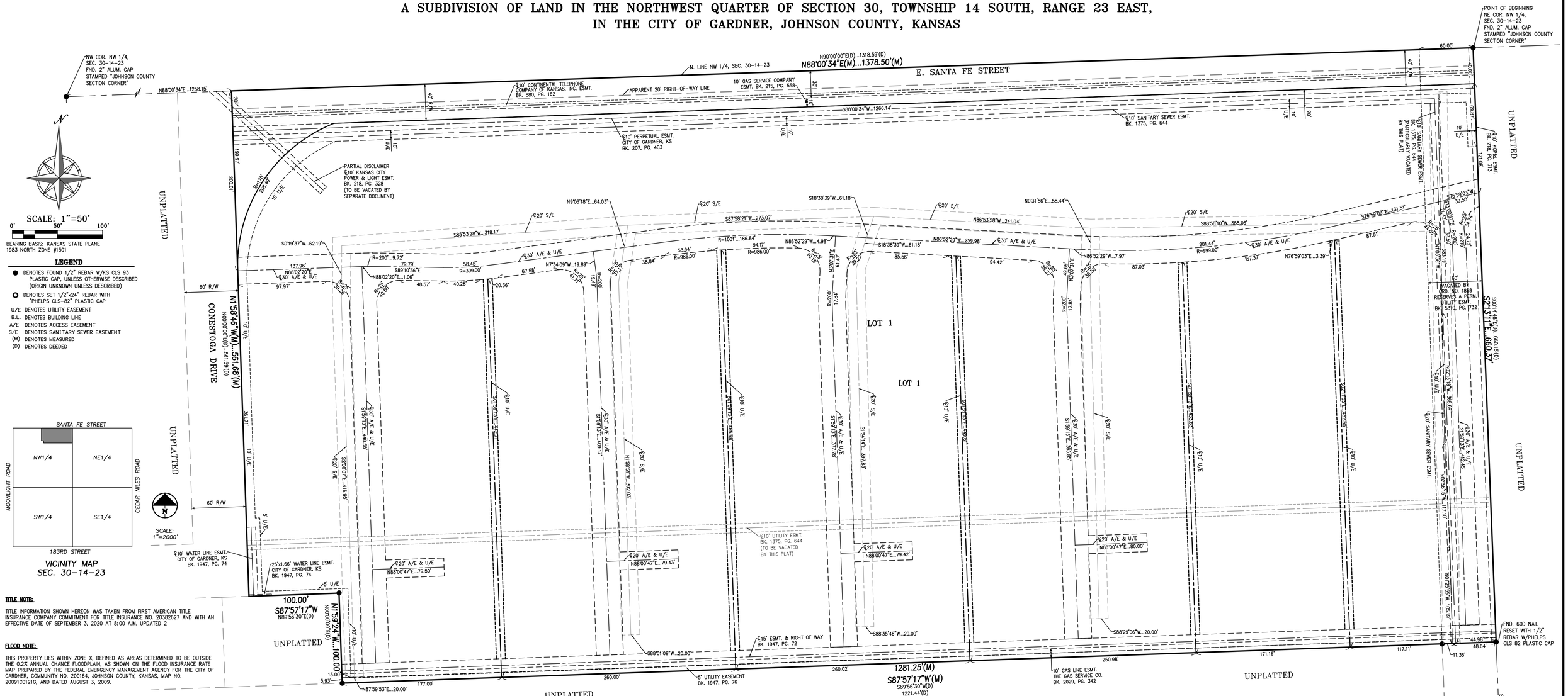
Suggested Motion:

Accept the dedication of right-of-way and easements on the final plat for Lakes of Conestoga (FP20-11)

FINAL PLAT OF

LAKES OF CONESTOGA

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 2038627 AND WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 2020 AT 8:00 A.M. UPDATED 2

FLOOD NOTE:

THIS PROPERTY LIES WITHIN 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 FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0121G, AND DATED AUGUST 3, 2009.

LEGAL DESCRIPTION

All that part of the Northwest Quarter of Section 30, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 30, thence S 2°13'11" E (S 0°14'48"E deeded), along the East line of the Northwest Quarter of said Section 30, a distance of 660.37 feet (660.15 feet deeded); thence S 87°57'17" W (S 89°56'30" W deeded), a distance of 1281.25 feet; thence N 1°59'24" W (N 00°00'00" E deeded), a distance of 100.00 feet; thence S 87°57'17" W (N 89°56'30" E deeded), a distance of 100.00 feet; thence N 1°58'46" W (N 00°00'00" E deeded), a distance of 561.68 feet (561.59 feet deeded) to a point on the North line of the Northwest Quarter of said Section 30; thence N 88°00'34" E (N 90°00'00" E deeded), along the North line of the Northwest Quarter of said Section 30, a distance of 1378.50 feet to the point of beginning, containing 20.7102 acres, more or less, unplatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THE LAKES OF CONESTOGA".

DEDICATION

The undersigned proprietors of said property shown on this plat do 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 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 proprietors hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, gas, poles, wires, ducts and cable, 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.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "S/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 City of Gardner, Johnson County, Kansas or their assigns.

Permanent Access Easement rights for vehicular and pedestrian ingress and egress and cross traffic is hereby granted to the owners and occupants and their guests in the areas outlined and designated on this plat as "Access Easement" or "A/E".

All public easements lying within the above described tract of land and are not shown hereon are hereby vacated by virtue of KSA 12-512(b) as amended.

All common areas and open space shall be maintained by the property owner.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, 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 assessments 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.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20____

CONESTOGA EXPANSION, L.L.C.

By: _____
John Lyons, Member

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, came John Lyons, Member of Conestoga Expansion, L.L.C., who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

APPROVED BY: the Planning Commission of the City of Gardner, Johnson County, Kansas, this ____ day of _____, 20____.

_____
Chairman: Scott Boden

APPROVED BY: the Governing Body of the City of Gardner, Johnson County, Kansas, this ____ day of _____, 20____.

_____ _____ Attest_____

Mayor: Steve Shute

City Clerk: Sharon Rose

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN DECEMBER 2020, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

THOMAS D. PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

BY: _____
THOMAS D. PHELPS, KS LS-1075

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING – LS-82
ENGINEERING – E-391

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING–2007001128
ENGINEERING–2007005058

PLANNING
ENGINEERING
IMPLEMENTATION

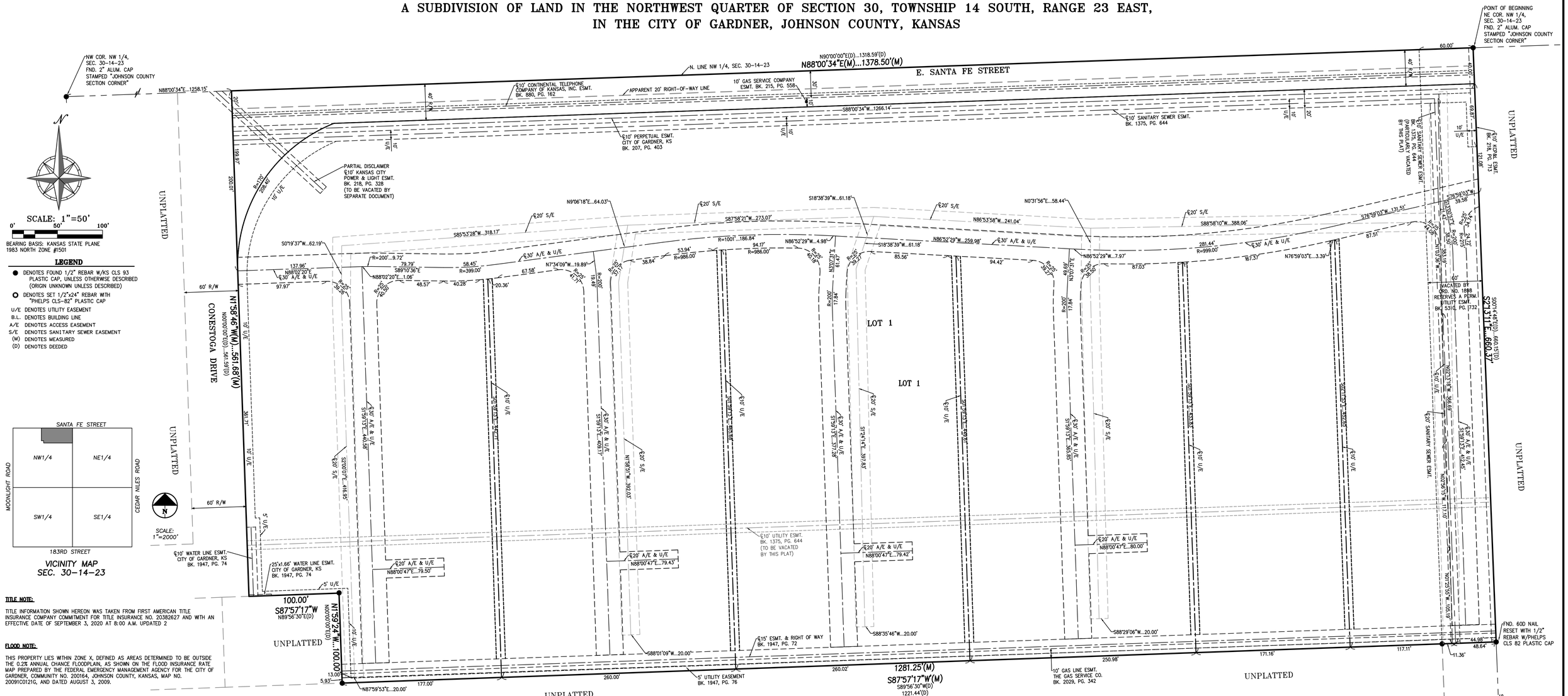
PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

Error Closure: 0.003448 North: -0.0028720 East: 0.0019081 Perimeter: 4081.802' Precision 1:1183817

FINAL PLAT OF

LAKES OF CONESTOGA

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



TITLE NOTE:

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FLOOD NOTE:

THIS PROPERTY LIES WITHIN 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 FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0121G, AND DATED AUGUST 3, 2009.

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The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THE LAKES OF CONESTOGA".

DEDICATION

The undersigned proprietors of said property shown on this plat do 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 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 proprietors hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, gas, poles, wires, ducts and cable, 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.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "S/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 City of Gardner, Johnson County, Kansas or their assigns.

Permanent Access Easement rights for vehicular and pedestrian ingress and egress and cross traffic is hereby granted to the owners and occupants and their guests in the areas outlined and designated on this plat as "Access Easement" or "A/E".

All public easements lying within the above described tract of land and are not shown hereon are hereby vacated by virtue of KSA 12-512(b) as amended.

All common areas and open space shall be maintained by the property owner.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, 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 assessments 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.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20____

CONESTOGA EXPANSION, L.L.C.

By: _____
John Lyons, Member

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, came John Lyons, Member of Conestoga Expansion, L.L.C., who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

APPROVED BY: the Planning Commission of the City of Gardner, Johnson County, Kansas, this ____ day of _____, 20____.

_____
Chairman: Scott Boden

APPROVED BY: the Governing Body of the City of Gardner, Johnson County, Kansas, this ____ day of _____, 20____.

_____ _____ Attest_____

Mayor: Steve Shute

City Clerk: Sharon Rose

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN DECEMBER 2020, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

THOMAS D. PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

BY: _____
THOMAS D. PHELPS, KS LS-1075

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING – LS-82
ENGINEERING – E-391

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING–2007001128
ENGINEERING–2007005058

PLANNING
ENGINEERING
IMPLEMENTATION

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166

Error Closure: 0.003448 North: -0.0028720 East: 0.0019081 Perimeter: 4081.802' Precision 1:1183817

1. **LAKES AT CONESTOGA**
   Located at the southeast corner of E. Santa Fe Street and Conestoga Street
   a. **FDP-20-06**: Consider a final development plan for a 1 lot/95-unit mobile home park
   b. **FP-20-11**: Consider a final plat for a 1 lot/95-unit mobile home park

Mr. Case, presented the information found in the staff report for both the final development plan and the final plat. The project is located at the SE intersection of E Santa Fe Street and Conestoga Drive, is zoned RM-P and undeveloped. FDP-20-06 is one lot on 20 acres. The planned development will consist of 95 individual mobile home sites, open and civic space amenities including a large retention pond surrounded by a walking trail, a pavilion area that includes an outdoor grill area, shelter and picnic facilities, multiple dog parks, and pockets of dedicated green areas throughout the community for residents to gather. The street type is Local-Neighborhood and 5' sidewalks have been proposed on both sides of all internal streets and sidewalk connections along Santa Fe Street that connect to existing sidewalks along Conestoga Drive and to adjacent properties. While the FDP is not consistent with the Future Land Use Map, staff is supportive of the development request because the site is located directly adjacent to an existing manufactured/mobile home residential community and will be a continuation of the already existing residential development in the immediate area. Additionally, the development will provide affordable and attainable housing options for the people residing and working in the City of Gardner. With the deviation approvals on open and civic space requirements and mobile home setback requirements, this development meets the standards of the Land Development Code.

All infrastructure and utilities are available to the site. However, the applicant is showing public utility easements on the plat, which are to be dedicated to the City, but is proposing a private water system to service the development. The applicant is currently in discussions with the Utility Department regarding water provision and the potential use of private lines to serve the individual mobile home sites.

Staff recommended approval of the Final Development Plan with the conditions outlined below.

- The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to issuance of a building permit.
- Additionally, approval is subject to the execution of a Private Water Distribution System agreement between the City and the developer for the Lakes of Conestoga (notes reflecting the agreement may be added to the final development plan and final plat as necessary.

Mr. Curtis Holland of Polsinelli Law Firm and Attorney for the developer, states he and Judd Claussen of Phelps Engineering are in agreement with both applications presented. He and Mr. Claussen were available for questions from the Commission.

<u>COMMISSION DISSCUSSION</u>:

Several commissioners agreed that this site was the best location for the use and a good project for the City of Gardner.

DRAFT

Motion made after review of application FDP-20-06, a final development plan for the Lakes of Conestoga, dated January 15, 2021 and staff report dated January 26, 2021, the Planning Commission approves the application provided the following conditions are met:

1. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to issuance of a building permit.**
2. **Approval is subject to the execution of a Private Water Distribution System agreement between the City and the developer for the Lakes of Conestoga (notes reflecting the agreement may be added to the final development plan and final plat as necessary).**

Motion by Ford and seconded by Deaton.

Motion passed 7-0.

Mr. Case briefly presented the staff findings for FP-20-11. The final plat contains block patterns consistent with existing development and is in substantial compliance with the Preliminary Plat and the Land Development Code. No deviations are requested with this plat and the property is subject to excise tax that shall be paid prior to the release of the final plat for recording.

COMMISSION DISSCUSSION:

Commissioner Hansen complimented staff for providing the historical basis of the annexation.

Motion made after review of application FP-20-11 a final plat for the Lakes of Conestoga, dated January 15, 2021 and staff report dated January 26, 2021, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. **Approval of final development plan.**
2. **A written agreement for use of a private water system is provided on both the final development plan and final plat between the City and the developer for the Lakes of Conestoga.**

Motion by Ford and seconded by Hamm.

Motion passed 7-0.

DISCUSSION ITEMS

1. Discussion regarding Title17 Land Development Code.
   Initial discussion began with Commissioners on possible text amendments to the LDC. Comments and concerns were voiced and will be further discussed at the next meeting. Commissioners were encouraged to review the draft materials provided and send any questions to staff in the next couple of weeks.

ADJOURNMENT

Motion to adjourn made by Hansen and seconded by Ford.

Motion passed 7-0.

Meeting adjourned at 7:47 pm.

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 2B**
MEETING DATE: JANUARY 26, 2021
PREPARED BY: LAURA BERGEY, AICP

PROJECT NUMBER / TITLE: FP-20-11 Final Plat for the Lakes of Conestoga

PROCESS INFORMATION

Type of Request: Final Plat
Date Received: December 11, 2020

APPLICATION INFORMATION

Applicant: Curtis Holland
Owner: Heather A. and Ronald E. Rutler / Karen R. and Mark W. Lewis
Parcel ID: CF231430-1012
Location: The southeast corner of E. Santa Fe Street and Conestoga Drive.

REQUESTED ACTION

Hold a public hearing on and consider a request to approve the Final Plat for the Lakes of Conestoga, a 1 lot, 95 unit manufactured/mobile home community, located at the southeast corner of E. Santa Fe Street and Conestoga Drive.

EXISTING ZONING AND LAND USE

The site is currently zoned RM-P (Residential Manufactured and Mobile Home Planned District) and is undeveloped land in agricultural use.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
M-1 (Restricted Industrial) District	Pet Supply Store (Pets Go Here)
M-2 (General Industrial) District	Outdoor Self Storage (StorageMart)
C-3 (Heavy Commercial) District	Outdoor Self Storage (StorageMart and Attic Storage of Gardner) Single-Family Residential (3 unplatted homes)
MP-1 (Planned Restricted Industrial) District	Outdoor Self Storage (Gardner Auto Body & Towing and Outback Storage
East of subject property	
M-P (Mobile Home Park) District	Mobile Home Park
South of subject property	
M-P (Mobile Home Park) District	Mobile Home Park
West of subject property	
CP-3 (Planned Commercial) District	Undeveloped land
R-2 (Two-Family Residential) District	Undeveloped land

EXISTING CONDITIONS

The property is currently unplatted and undeveloped. The proposed future development will be accessed from an existing collector street (Conestoga Drive) to the west and an existing private neighborhood street (Park Street) to the east. All utilities are available to this site and will be serviced by the City of Gardner. Existing sanitary sewer lines are located to the north along E Santa Fe Street, to the east of the property along proposed Private Street F, and along the southern property line. Underground electric lines exist near all property lines and existing water lines are located along the north, east, and west property lines.

BACKGROUND / HISTORY

The property was annexed on March 6, 1978 per Ordinance 1337. Currently, the property is not in use. At the time the property was annexed into the City, the property was zoned for retail business uses in 1971 and 1973, and a mobile home park in 1973 by the Gardner Township Zoning Board as part of Johnson County Government. In approximately 1982, a portion of the property was rezoned to R-2 (Two-Family Residential district) but was not developed and has remained undeveloped since.

CONSISTENCY WITH COMPREHENSIVE PLAN

The *Future Land Use Map* identifies this parcel for “Light Industrial & Office Park” future land use, which is described as areas with uses primarily consisting of light manufacturing, general office, and distribution. The Industrial Areas Plan, located in the Land Use and Development chapter of the Comprehensive Plan, further defines this parcel as “Local Industrial,” which is defined as “smaller pockets of manufacturing and light industrial operations that have a close relationship to adjacent residential or commercial areas and require unique strategies to ensure that they remain

vital, and do not negatively impact nearby uses." Although the parcel subject to this project is not in conformance with the *Future Land Use Map*, staff is supportive of the development request for the following reasons:

- The proposed site is located directly adjacent to existing manufactured/mobile home residential communities, with industrial and commercial type uses located to the north of the property across E Santa Fe Street and to the west of the property across Conestoga Drive, which act as a natural buffer between conflicting uses. The proposed development will be a continuation of the already existing residential development of the immediate surrounding area. Additional landscaping and design features have been provided by the applicant along the public right-of-way to enhance the buffer between uses.
- The development, as proposed, will provide affordable and attainable housing options for the people residing and working in the City of Gardner.

STAFF ANALYSIS – FINAL PLAT

17.03.020 (E)(1) 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 regarding lot and street layout.*

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.*

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

   Staff Comment: *The Public Improvement Plan has been submitted, reviewed, and approved by Public Works, ensuring the construction of public improvements complies with City of Gardner performance specifications and guarantees.*

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 requested from the preliminary plat.*

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 right-of-way and easements.*

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. The subject property has never been platted previously and is therefore subject to paying excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and public open space / parkland dedication. The Lakes of Conestoga plat does not include separate Tracts designated as public open space or right-of-way dedicated for arterial type streets. Therefore, the entire property is subject to excise tax that shall be paid prior to the release of the final plat for recording.

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

ELECTRIC

Underground electric lines are currently installed along all property lines and is to be extended into the property to serve the future development. Appropriate electric easements have been provided as requested.

SANITARY SEWER

The subject property is within the City of Gardner sanitary sewer service area. Sanitary sewer service will be extended into the property through 8" sanitary sewer lines to serve the future development. Appropriate sanitary sewer easements have been provided as requested.

WATER

Existing public water lines are located adjacent to the site and easements have been provided as requested. However, the applicant is showing public utility easements on the plat, which are to be dedicated to the City, but is proposing a private water system to service the development. The applicant is currently in discussions with the Utility Department regarding water provision and the potential use of private lines to serve the individual mobile home sites.

STORM WATER

Public Works has reviewed and approved the submitted Stormwater Management Plan, dated August 28, 2020. A stormwater retention pond has been integrated into this project to capture the development's onsite runoff. The applicant has increased the size of the basin in order to be able to have a larger wet feature designed to be an amenity for the entire neighborhood

ROADWAY NETWORK; VEHICULAR ACCESS; SIDEWALKS

The applicant is planning to extend Park Street (adjacent existing private street with temporary cul-de-sac) west throughout the development to connect with Conestoga Drive (collector street) and will construct five (5) internal private street networks within the subject property, Private Streets B, C, D, E, and F, that extend south and provide individual home site access. It is important to note that these internal private streets do not connect to adjacent street networks, and are dead-end streets with hammerhead style turnarounds.

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 have been met and the applicant has proposed a 5' sidewalks to be installed on both sides of all internal streets. Additionally, the applicant has provided sidewalk connections along Santa Fe Street that connect to existing sidewalks along Conestoga Drive and to adjacent properties.

FIRE SERVICE

Fire service is provided by Johnson County Fire District 1

ATTACHMENTS

I. Final Plat FP-20-11
II. Application

RECOMMENDATION

Staff recommends approval of the final plat for the Lakes of Conestoga subject to the following conditions:

1. Approval of final development plan; and
2. A written agreement for use of a private water system is provided on both the final development plan and final plat between the City and the developer for the Lakes of Conestoga.

Recommended Motion:

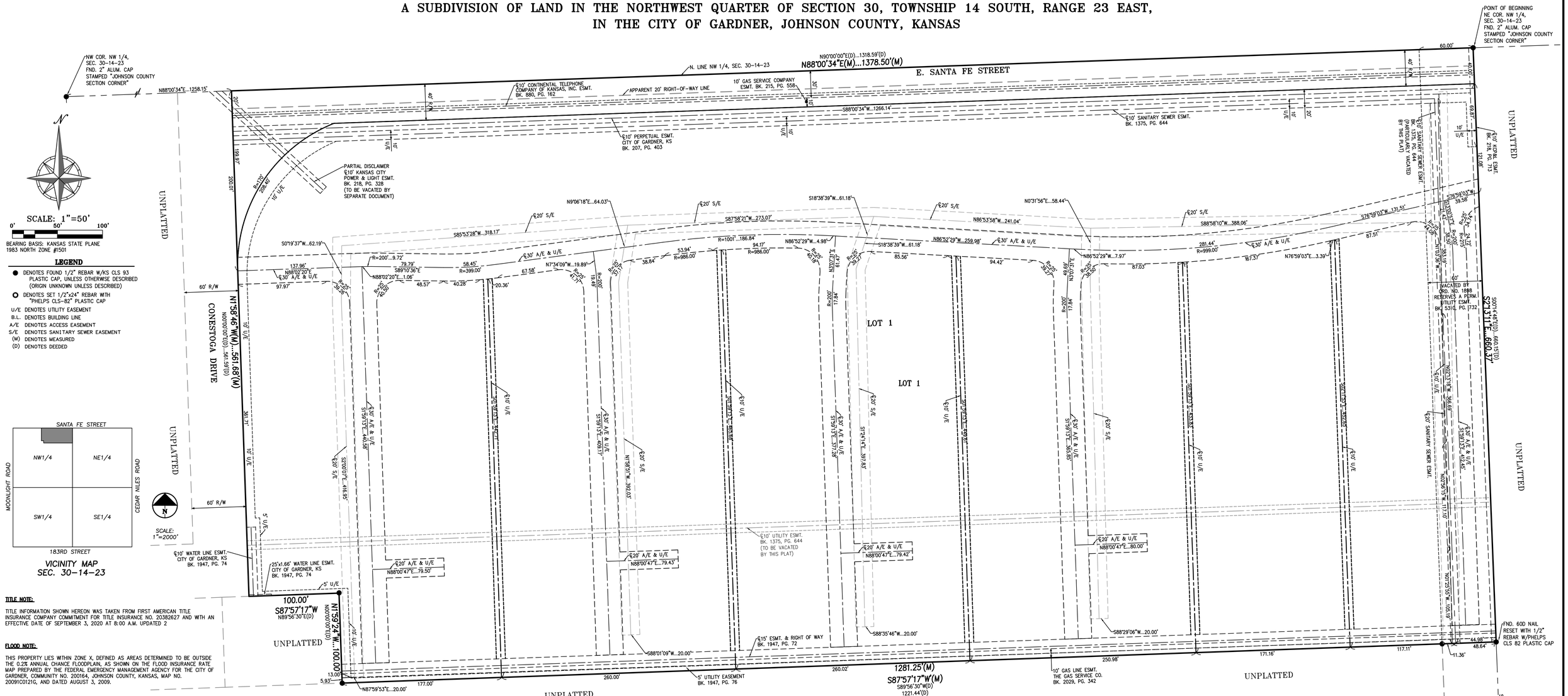
After review of application FP-20-11 a final plat for the Lakes of Conestoga, dated January 15, 2021 and staff report dated January 26, 2021, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. Approval of final development plan; and
2. A written agreement for use of a private water system is provided on both the final development plan and final plat between the City and the developer for the Lakes of Conestoga.

FINAL PLAT OF

LAKES OF CONESTOGA

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 2038627 AND WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 2020 AT 8:00 A.M. UPDATED 2

FLOOD NOTE:

THIS PROPERTY LIES WITHIN 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 FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0121G, AND DATED AUGUST 3, 2009.

LEGAL DESCRIPTION

All that part of the Northwest Quarter of Section 30, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 30, thence S 2°13'11" E (S 0°14'48"E deeded), along the East line of the Northwest Quarter of said Section 30, a distance of 660.37 feet (660.15 feet deeded); thence S 87°57'17" W (S 89°56'30" W deeded), a distance of 1281.25 feet; thence N 1°59'24" W (N 00°00'00" E deeded), a distance of 100.00 feet; thence S 87°57'17" W (N 89°56'30" E deeded), a distance of 100.00 feet; thence N 1°58'46" W (N 00°00'00" E deeded), a distance of 561.68 feet (561.59 feet deeded) to a point on the North line of the Northwest Quarter of said Section 30; thence N 88°00'34" E (N 90°00'00" E deeded), along the North line of the Northwest Quarter of said Section 30, a distance of 1378.50 feet to the point of beginning, containing 20.7102 acres, more or less, unplatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "THE LAKES OF CONESTOGA".

DEDICATION

The undersigned proprietors of said property shown on this plat do 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 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 proprietors hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, gas, poles, wires, ducts and cable, 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.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "S/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 City of Gardner, Johnson County, Kansas or their assigns.

Permanent Access Easement rights for vehicular and pedestrian ingress and egress and cross traffic is hereby granted to the owners and occupants and their guests in the areas outlined and designated on this plat as "Access Easement" or "A/E".

All public easements lying within the above described tract of land and are not shown hereon are hereby vacated by virtue of KSA 12-512(b) as amended.

All common areas and open space shall be maintained by the property owner.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby consent and agree that the Board of County Commissioners of Johnson County, 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 assessments 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.

EXECUTION

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this _____ day of _____, 20____

CONESTOGA EXPANSION, L.L.C.

By: _____
John Lyons, Member

ACKNOWLEDGEMENT

STATE OF)
) SS
COUNTY OF)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for said County and State, came John Lyons, Member of Conestoga Expansion, L.L.C., who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

APPROVED BY: the Planning Commission of the City of Gardner, Johnson County, Kansas, this ____ day of _____, 20____.

_____
Chairman: Scott Boden

APPROVED BY: the Governing Body of the City of Gardner, Johnson County, Kansas, this ____ day of _____, 20____.

_____ _____ Attest_____

Mayor: Steve Shute

City Clerk: Sharon Rose

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN DECEMBER 2020, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.

THOMAS D. PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

BY: _____
THOMAS D. PHELPS, KS LS-1075

CERTIFICATE OF AUTHORIZATION
KANSAS
LAND SURVEYING – LS-82
ENGINEERING – E-391

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING–2007001128
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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 _____
File No. _____

OWNER INFORMATION

Name(s) Heather A. and Ronald E. Rutler / Karen R. and Mark W. Lewis

Contact _____

Address 17767 S Laverty Street / 5 Tara Drive

City Olathe / St. Joseph State KS/MO Zip 66062 / 64507

Phone _____ Email _____

APPLICANT/AGENT INFORMATION

Name(s) Green Courte Acquisition IV, LLC, by Polsinelli PC, its agent

Contact Curtis Holland

Address 900 W. 48th Place, Suite 900

City Kansas City State MO Zip 64112

Phone 913-234-7411 Email cholland@polsinelli.com

SITE INFORMATION

Property Address/Location 1009 E Santa Fe Street

Legal Description (Attach If Necessary) See Attached

Number of Existing Lots N/A Number of Proposed Lots 1

Total Site Area 20.7 Acres Present Zoning RM-P

Number of Existing Structures 0 Present Land Use Undeveloped

Proposed Street Design Type(s) & Class Private Streets designed to Local Standard Street Type

Proposed Type(s) Open & Civic Space Green

Proposed Frontage Type(s) Suburban Yard

Proposed Building Types(s) N/A

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): Curtis M. Holland Date December 11, 2020

_____ Date _____

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 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.
☐	☑	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). Not applicable.
☑	☐	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) Not required.
☐	☐	10. **Development Agreement,** if required
☑	☐	11. **Street tree plan**

FINAL PLAT DOCUMENT REQUIREMENTS

☑	☐	1. **Name of subdivision** (unique and numerically consistent and the words "FINAL PLAT," prominently displayed as the title.)
☑	☐	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.).
☑	☐	3. **Date of preparation** and/or revisions.
☑	☐	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.)
☑	☐	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	
☑	☐	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".
☑	☐	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.
☑	☐	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.
☑	☐	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
☑	☐	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.
☑	☐	12. **Note on plat** indicating intended ownership, purpose, and maintenance responsibilities for any parcels labeled as tracts.
☑	☐	13. **Existing and proposed easements** with dimensions. Existing easements shall be labeled with book and page number.
☐	☑	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). Not applicable.
☐	☑	15. **Stream corridor boundary** and dimensions. Not applicable.
☑	☐	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.
☑	☐	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.
☑	☐	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.
☑	☐	19. **Signature of Owner**, properly attested.

Yes	No	
☑	☐	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."
☑	☐	21. **Copies of all pertinent exception documents**, or a copy of a current American Land Title Association (ALTA) survey, or both.
☑	☐	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.
☑	☐	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.
☑	☐	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.
☑	☐	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.
☑	☐	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.

Curtis M. Holland

Signature of Applicant

December 11, 2020

Date

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 2
MEETING DATE: FEBRUARY 15, 2021
STAFF CONTACT: DAVE KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Copper Springs Meadows 1st Plat

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

Department: Community Development Department

Planning Commission Action/Recommendation:
After review of application FP-20-14, a final plat for Copper Springs Meadows, 1st Plat, a portion of tax Id's CF221413-3007 and CF221413-3008, and final plat document dated January 4, 2021, and staff report dated January 20, 2021, the Planning Commission approved the application as proposed, provided the following conditions are met:

1. Provide a Street Tree Plan.
2. The excise tax shall be paid to the City prior to recording.
3. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.
4. Provide a copy of the recorded "Temporary Turn-around" easements for 160th and 161st Courts.

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

Staff Recommendation:
Staff recommended approval of the final plat for Copper Springs Meadows, 1st Plat with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:
This property was zoned in 2003 to single-family residential. This property was originally part of the overall Copper Springs preliminary plat approved in 2003. Phase IV, V, and VI were subject to another preliminary plat approval in 2016, due to the expiration of the original preliminary plat. Phase IV and V final plats were recorded in 2016. The proposed plat is not the entire planned phase VI, however the remainder will be incorporated in the new preliminary plat for future phases.

The Planning Commission considered this final plat at their January 26, 2021 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:
Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying

the excise tax if it has not been paid. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

Other Impacts:
None.

Attachments included:
- Vicinity map
- Final plat document
- Excerpt of the minutes from the January 26, 2021 Planning Commission meeting.
- Planning Commission packet

Suggested Motion:
Accept the dedication of right-of-way and easements on the final plat for Copper Springs Meadows, 1st Plat (FP-20-14)

Copper Springs Meadows, 1st Plat

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	12/07/20	completed	CTA
2	12/28/20	city comments	CTA

FINAL PLAT
COPPER SPRINGS MEADOWS, 1ST PLAT
Part of the NE 1/4, SEC. 13, T14S, R22E
A SUBDIVISION OF LAND IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS

This is a survey and plat of part of the NE 1/4 of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of the NE 1/4 of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas; thence S 01°53'36" E, along the West line of said NE 1/4 and also along the West line COPPER SPRINGS, a subdivision in the City of Gardner, Johnson County, Kansas and its extension thereof, a distance of 1,423.83 feet to the Southwest corner of Lot 43, COPPER SPRINGS; thence N 88°06'24" E, along the South line of Lots 43 and 44, COPPER SPRINGS, a distance of 318.86 feet to the Southeast corner of said Lot 44; thence N 01°53'36" W, along the East line of said Lot 44, a distance of 38.62 feet to the Southwest corner of Lot 46, COPPER SPRINGS; thence S 84°47'23" E, along the South line of said Lot 46, a distance of 65.95 feet to the Southeast corner of said Lot 46, said corner also being the TRUE POINT OF BEGINNING; thence N 03°39'40" E, along the East line of said Lot 46 and its extension thereof, a distance of 170.76 feet to a point on the North right-of-way line of 161st Street, as platted; thence Westerly, along the North right-of-way line of said 161st Street, on a curve to the left having an initial tangent bearing of N 86°20'20" W and a radius of 975.00 feet, for a distance of 43.68 feet to the Southeast corner of Lot 47, COPPER SPRINGS; thence N 01°05'39" E, along the East line of said Lot 47 a distance of 115.00 feet to the Northeast corner of said Lot 47, said corner also being on the South line of Lot 50, COPPER SPRINGS; thence N 89°43'01" E, along the South line of said Lot 50, a distance of 6.54 feet to the Southeast corner of said Lot 50; thence S 86°53'04" E, along the Southerly line of Lot 51, COPPER SPRINGS, a distance of 66.36 feet to the Southeast corner of said Lot 51; thence S 83°23'36" E, along the Southerly line of Lots 52 through 56, COPPER SPRINGS, a distance of 359.54 feet; thence N 67°57'49" E, along the Southeasterly line of said Lot 56, a distance of 93.98 feet to the East corner of said Lot 56, said corner also being on the Westerly right-of-way line of University Drive, as platted; thence N 54°18'17" E a distance of 60.00 feet to a point on the Easterly right-of-way line of said University Drive; thence N 35°41'43" W, along the Easterly right-of-way line of said University Drive, a distance of 115.00 feet; thence N 52°15'36" E a distance of 50.68 feet; thence N 80°17'00" E a distance of 73.11 feet; thence N 85°25'54" E a distance of 72.26 feet; thence N 85°51'00" E a distance of 108.81 feet; thence N 89°42'00" E a distance of 122.84 feet; thence N 58°47'55" E a distance of 125.15 feet; thence S 56°16'00" E a distance of 212.35 feet; thence S 27°42'21" E a distance of 4.37 feet; thence S 23°05'44" W a distance of 248.07 feet; thence Southeasterly, on a curve to the left having an initial tangent bearing of S 66°54'16" E and a radius of 525.00 feet, for a distance of 27.50 feet; thence S 20°05'41" W a distance of 170.27 feet; thence S 64°05'00" E a distance of 38.40 feet; thence S 75°15'00" E a distance of 66.47 feet; thence S 82°00'00" E a distance of 66.38 feet; thence S 00°48'18" W a distance of 173.26 feet; thence Westerly, on a curve to the right having an initial tangent bearing of N 89°11'42" W and a radius of 525.00 feet, for a distance of 41.51 feet; thence S 05°20'06" W a distance of 121.98 feet; thence N 87°05'00" W a distance of 73.52 feet; thence N 72°46'48" W a distance of 60.31 feet; thence N 65°58'00" W a distance of 66.37 feet; thence N 60°54'00" W a distance of 129.82 feet; thence N 69°48'00" W a distance of 66.86 feet to a point on the Easterly right-of-way line of said University Drive; thence Northerly, along the Easterly right-of-way line of said University Drive, on a curve to the left having an initial tangent bearing of N 00°40'43" W and a radius of 530.00 feet, for a distance of 117.77 feet; thence S 76°35'23" W a distance of 60.00 feet to a corner on the Westerly right-of-way line of said University Drive, said corner also being the Northeast corner of Lot 106, COPPER SPRINGS VI, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 86°27'00" W, along the Northerly line of Lots 106, 105 & 104, COPPER SPRINGS VI, a distance of 191.28 feet to the Northwest corner of said Lot 104; thence N 79°54'00" W, along the Northerly line of Lots 103 through 100, COPPER SPRINGS VI, a distance of 243.54 feet; thence N 80°48'00" W, along the Northerly line of Lots 100 through 97, COPPER SPRINGS VI, a distance of 208.74 feet; thence N 88°09'46" W, along the Northerly line of said Lot 97, a distance of 62.14 feet to the Northwest corner of said Lot 97; thence N 84°47'23" W, along the Northerly line of Lot 96, COPPER SPRINGS VI, a distance of 9.07 feet to the TRUE POINT OF BEGINNING, containing 13.00077 acres, more or less.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "COPPER SPRINGS MEADOWS, 1ST PLAT".

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 of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

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 of Gardner 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.

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.

Tract A shall be owned and maintained by the Copper Springs Homes Association. The tract is intended to be used for landscaping, monuments, fencing, private open space, and/or Homes Association Amenities.

The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Johnson County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

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, Johnson County, 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 assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated public way or thoroughfare.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this_____day of_____, 2021.

MARTENS FAMILY ENTERPRISES, INC.

_____
PHILIP W. MARTENS, President

STATE OF_____KANSAS)
) SS
COUNTY OF_____JOHNSON)

BE IT REMEMBERED, that on on this_____day of_____, 2021, before me a Notary Public in and for said County and State, came PHILIP W. MARTENS, President of MARTENS FAMILY ENTERPRISES, INC., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation, and he duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

_____ My Appointment Expires: _____
Notary Public

APPROVED by the Planning Commission of the City of Gardner, Kansas, on this_____day of_____, 2021.

By_____
SCOTT BODEN, Chair

APPROVED by the Governing Body of the City of Gardner, Kansas, on this_____day of_____, 2021.

By_____ ATTEST_____
STEVE SHUTE, Mayor SHARON ROSE, City Clerk

I hereby certify that on ??? ??, 2021, I or someone under my direct supervision completed a field survey of the above described tract of land and this is an accurate and true plat of said survey. on this_____day of_____, 2021.

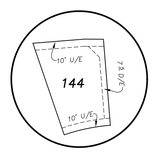
_____
Gerald L. Conn
Kansas P.S. No. 1128

LOT AREAS

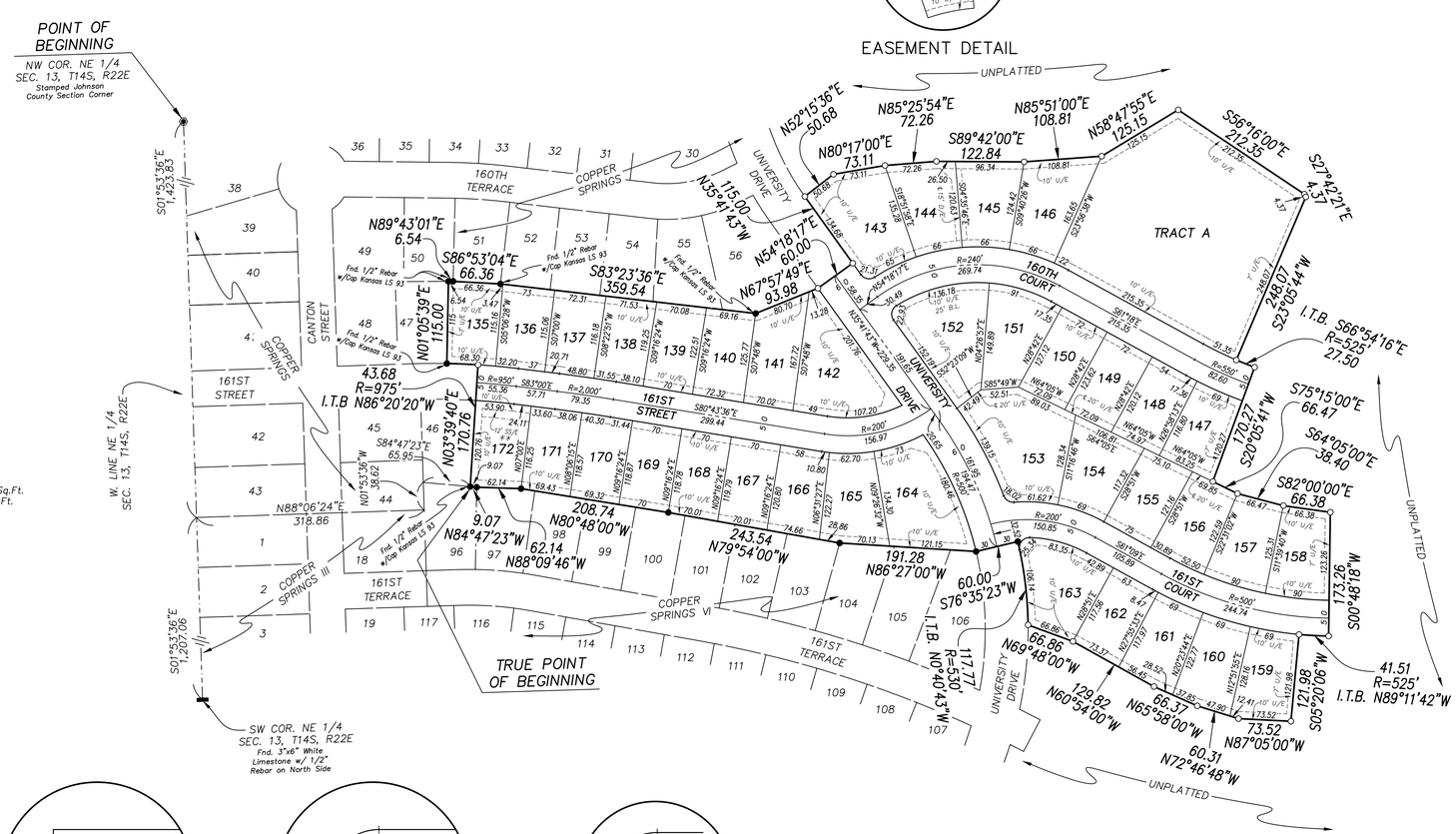
LOT 135	8,311 Sq.Ft.
LOT 136	8,170 Sq.Ft.
LOT 137	8,187 Sq.Ft.
LOT 138	8,300 Sq.Ft.
LOT 139	8,462 Sq.Ft.
LOT 140	8,778 Sq.Ft.
LOT 141	10,272 Sq.Ft.
LOT 142	15,269 Sq.Ft.
LOT 143	14,535 Sq.Ft.
LOT 144	10,360 Sq.Ft.
LOT 145	9,763 Sq.Ft.
LOT 146	11,828 Sq.Ft.
LOT 147	8,952 Sq.Ft.
LOT 148	8,655 Sq.Ft.
LOT 149	8,775 Sq.Ft.
LOT 150	9,027 Sq.Ft.
LOT 151	11,060 Sq.Ft.
LOT 152	15,214 Sq.Ft.
LOT 153	18,023 Sq.Ft.
LOT 154	10,495 Sq.Ft.
LOT 155	8,943 Sq.Ft.
LOT 156	9,389 Sq.Ft.
LOT 157	9,770 Sq.Ft.
LOT 158	9,792 Sq.Ft.
LOT 159	9,690 Sq.Ft.
LOT 160	9,719 Sq.Ft.
LOT 161	9,250 Sq.Ft.
LOT 162	8,525 Sq.Ft.
LOT 163	12,524 Sq.Ft.
LOT 164	15,304 Sq.Ft.
LOT 165	10,223 Sq.Ft.
LOT 166	8,703 Sq.Ft.
LOT 167	8,420 Sq.Ft.
LOT 168	8,350 Sq.Ft.
LOT 169	8,318 Sq.Ft.
LOT 170	8,382 Sq.Ft.
LOT 171	8,289 Sq.Ft.
LOT 172	8,880 Sq.Ft.
TRACT A	71,648 Sq.Ft.
TOTAL	456,552 Sq.Ft.

RESIDENTIAL STREET RIGHTS-OF-WAY: 83,093.21 Sq.Ft.
COLLECTOR STREET RIGHT-OF-WAY: 26,668.43 Sq.Ft.

** = including an Existing SS/E to Consolidated Main Sewer District of Johnson County, Kansas Book 200406, Page 012592

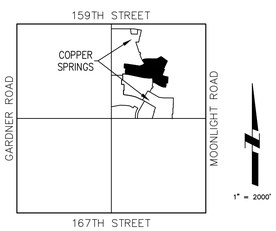


EASEMENT DETAIL

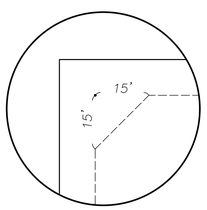


LEGEND:

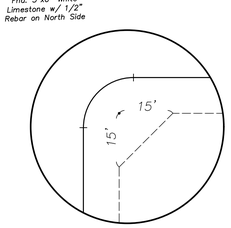
▬	DENOTES EXISTING STONE
◉	DENOTES 2" ALUMINUM CAP
○	DENOTES 1/2" REBAR SET w/P&B PLASTIC CAP CLS-49
●	DENOTES 1/2" REBAR FOUND w/PLASTIC CAP CLS-49 (UNLESS NOTED)
B.L.	DENOTES BUILDING LINE
S.B.L.	DENOTES SIDE BUILDING LINE
U/E	DENOTES UTILITY EASEMENT
SS/E	DENOTES SANITARY SEWER EASEMENT
D/E	DENOTES DRAINAGE EASEMENT



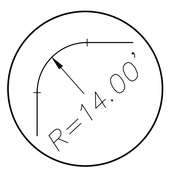
LOCATION MAP
SEC. 13, T14S, R22E



TYPICAL CORNER LOT EASEMENT DETAIL WEST OF UNIVERSITY DRIVE



TYPICAL CORNER LOT EASEMENT DETAIL EAST OF UNIVERSITY DRIVE



TYPICAL CORNER LOT PROPERTY LINE DETAIL EAST OF UNIVERSITY DRIVE

NOTES:

The basis for bearings on this plat is the West line of the NE 1/4 as established by a previous plat, COPPER SPRINGS, Book 200505, Page 010931.

All rear corners will be monumented with capped rebar.

According to F.I.R.M. Map No. 20091C0105G Johnson County, Kansas, dated August 3, 2009 this entire site is determined to be outside the 100-year floodplain.

4,043.68' (plat boundary distance) / .024' (closing distance) = unadjusted error of closure 1 in 169,902.94

Prepared By: Payne & Brockway Engineers, P.A.
P. O. Box 128
Olathe, Kansas 66051
913-782-4800

Developed By: Martens Family Enterprises, Inc.
c/o Philip W. Martens
7362 W. 162nd Terrace
Stilwell, Kansas
913-851-2772

Date Prepared: December 7, 2020

COPPER SPRINGS MEADOWS
1ST PLAT
SEC. 13, T14S, R22E
JOHNSON COUNTY, KANSAS

Payne & Brockway P.A.
CIVIL ENGINEERS & LAND SURVEYORS
426 SOUTH KANSAS AVE. OLATHE, KANSAS 66061
PH: 913.782.4800 FAX: 913.782.0907
WWW.PAYNE-BROCKWAY.COM

19-0020-PLT.dwg

REGULAR AGENDA

1. **COPPER SPRINGS MEADOWS, 1ST PLAT SUBDIVISION**
   Located at University Drive and 160th Court
   a. **FP-20-14**: Consider a final plat for a 38 lot single family subdivision

Mr. Robert Case, Chief Planner, presented the information found in the staff report for this project located south of W 159th Street at the end of University Park Drive. The property includes 13 acres of land and is undeveloped. The preliminary plat consist of 38 lots and 1 tract on 13 acres. There are multiple points of access into the subdivision and the proposed subdivision is a continuation of the existing Copper Springs development to the north and west. All infrastructure is available to this site, with sanitary sewer service being provided by Johnson County Wastewater. Staff has found that the final plat is in substantial compliance with the preliminary plat and the Land Development Code. The request is consistent with established goals and policies of the city with no deviations. Excise tax will be levied with this plat. Staff recommends approval of the final plat for Copper Springs Meadows with conditions.

Mr. Todd Allenbrand, Payne and Brockway, representing Martens Family Enterprise stated his agreement with the staff report and that he was available to answer any questions.

COMMISSION DISSCUSSION:

Commissioner Hamm asked for clarification on the application checklist if all the submittal requirement were previously addressed.

Mr. Case confirmed that they had been addressed.

Commissioner Hansen inquired if the submittal of Street Tree Plan at a later time was typical.

Mr. Case replied that street tree locations are difficult to include on a plat until the public improvements such as hydrants, streetlight, and driveway locations are known.

Motion was made after review of case FP-20-14, a final plat for Copper Springs Meadows 1st Plat, Tax Ids CF221413-3007 and CF221413-3008, located south of 159th Street at the southern extent of University Park Drive and final plat dated January 4th, and staff reported dated January 20th, 2020, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Provide a Street Tree Plan.**
2. **Excise Tax will be paid prior to the release for the plat for recording.**
3. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.**

4. **Provide a copy of the recorded "Temporary Run-around" easement for 2160th and 161st Courts.**

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

Motion by Deaton and seconded by McNeer.

Motion passed 7-0.

PLANNING COMMISSION STAFF REPORT **REGULAR AGENDA NO. 1**
MEETING DATE: JANUARY 26, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: FP-20-14: Final Plat of Copper Springs Meadows, 1st Plat

---

PROCESS INFORMATION

Type of Request: Final Plat
Date Received: December 11, 2020

APPLICATION INFORMATION

Applicant: Todd Allenbrand, Payne & Brockway, P.A.
Owner: Martens Family Enterprises, Inc.
Parcel ID: CF221413-3007 and CF221413-3008
Location: Part of the NE ¼ of Section 13, Township 14 South, Range 22 East south of 159th Street at the southern extent of University Drive.

REQUESTED ACTION

The applicant requests approval of a final plat for a 38 lot, single-family residential project containing 13.0 acres.

EXISTING ZONING AND LAND USE

Currently, the subject property is zoned R-1 (Single-Family Residential) District and current land use is a vacant parcel

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
R-1 (Single-Family Residential) District	Vacant Property
East of subject property	
A (Agricultural Uses) District	Vacant Property
South of subject property	
R-1 (Single-Family Residential) District	Vacant Property
West of subject property	
R-1 (Single-Family Residential) District	Single-family dwellings

EXISTING CONDITIONS

The subject property is a 13 acre site and is part of the Copper Springs Meadows preliminary plat that was approved August, 2020. It will be accessed mainly by the extension of University Drive. All utilities are available to this site and will be serviced by the City of Gardner utilities and Johnson County sanitary sewers.

BACKGROUND / HISTORY

The entire property was zoned in 2003 to single-family residential. This property was originally part of the overall Copper Springs preliminary plat approved in 2003. Phase IV, V, and VI were subject to another preliminary plat approval in 2016 due to the expiration of the original preliminary plat. Phase IV and V final plats were recorded in 2016. The proposed plat is not the entire planned phase VI however the remainder will be incorporated in the new preliminary plat for future phases.

CONSISTENCY WITH COMPREHENSIVE PLAN

The comprehensive plan identifies the property as low-density residential. The property is zoned for low-density residential and the proposed plat is for the same. The plat is consistent with the comprehensive plan.

STAFF ANALYSIS-FINAL PLAT REVIEW CRITERIA

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 final plat is in substantial compliance with the approved preliminary plat. The lots meet the minimum dimensional standards as do the streets. Utility easements have been provided along the street side and rear of the properties. Two temporary turn-around easements at the end of both 160th and 161st Courts will need to be provided prior to the release of this plat for recording. This will be a conditional of approval.*

The street tree plan has not been submitted with the plat and will be a conditional of approval.

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 improvements plans shall be submitted and approved prior to the release of the final plat for recording at the County. This plat is located within the Johnson County Sanitary Sewer District and will be served by them. The city will provide water, and electric.*

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

Staff Comment: *Public improvements will be constructed upon final plat approval, the required excise tax being paid and said plat being recorded. The applicant/developer will be required to submit a Performance and Maintenance Bond to the City when they pick up their Public Improvement Permit.*

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 request on the final plat.*

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

Excise tax is levied with the act of platting the portion of the property in the city. The subject property has never been a part of a final plat and is therefore subject to paying the excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets. The current tax rate is $0.20 per square foot of land area platted. This plat includes 13.0 acres (566,280 square feet) and, therefore, the estimated excise tax will be **$113,256.00**. This tax must be paid prior to the release of the final plat for recording.

ATTACHMENTS

I. Final Plat
II. 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 for Copper Springs Meadows, 1st Plat with the following conditions:

1. Provide a Street Tree Plan.
2. The excise tax shall be paid to the City prior to recording.
3. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.
4. Provide a copy of the recorded “Temporary Turn-around” easements for 160th and 161st Courts.

and recommends forwarding the plat to the Governing Body with a recommendation to accept the dedication of right-of-way and easements.

Recommended Motion:
After review of Application # FP-20-14, a final plat for Copper Springs Meadows, 1st Plat, and plat dated January 4, 2021, and staff report dated January 20, 2021, the Planning Commission approves the application provided the following conditions are met:

1. Provide a Street Tree Plan.
2. The excise tax in the amount of $113,256.00 shall be paid to the City prior to recording.
3. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.
4. Provide a copy of the recorded "Temporary Turn-around" easements for 160th and 161st Courts.

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

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	12/07/20	completed	CTA
2	12/28/20	city comments	CTA

FINAL PLAT
COPPER SPRINGS MEADOWS, 1ST PLAT
Part of the NE 1/4, SEC. 13, T14S, R22E
A SUBDIVISION OF LAND IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS

This is a survey and plat of part of the NE 1/4 of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of the NE 1/4 of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas; thence S 01°53'36" E, along the West line of said NE 1/4 and also along the West line COPPER SPRINGS, a subdivision in the City of Gardner, Johnson County, Kansas and its extension thereof, a distance of 1,423.83 feet to the Southwest corner of Lot 43, COPPER SPRINGS; thence N 88°06'24" E, along the South line of Lots 43 and 44, COPPER SPRINGS, a distance of 318.86 feet to the Southeast corner of said Lot 44; thence N 01°53'36" W, along the East line of said Lot 44, a distance of 38.62 feet to the Southwest corner of Lot 46, COPPER SPRINGS; thence S 84°47'23" E, along the South line of said Lot 46, a distance of 65.95 feet to the Southeast corner of said Lot 46, said corner also being the TRUE POINT OF BEGINNING; thence N 03°39'40" E, along the East line of said Lot 46 and its extension thereof, a distance of 170.76 feet to a point on the North right-of-way line of 161st Street, as platted; thence Westerly, along the North right-of-way line of said 161st Street, on a curve to the left having an initial tangent bearing of N 86°20'20" W and a radius of 975.00 feet, for a distance of 43.68 feet to the Southeast corner of Lot 47, COPPER SPRINGS; thence N 01°05'39" E, along the East line of said Lot 47 a distance of 115.00 feet to the Northeast corner of said Lot 47, said corner also being on the South line of Lot 50, COPPER SPRINGS; thence N 89°43'01" E, along the South line of said Lot 50, a distance of 6.54 feet to the Southeast corner of said Lot 50; thence S 86°53'04" E, along the Southerly line of Lot 51, COPPER SPRINGS, a distance of 66.36 feet to the Southeast corner of said Lot 51; thence S 83°23'36" E, along the Southerly line of Lots 52 through 56, COPPER SPRINGS, a distance of 359.54 feet; thence N 67°57'49" E, along the Southeasterly line of said Lot 56, a distance of 93.98 feet to the East corner of said Lot 56, said corner also being on the Westerly right-of-way line of University Drive, as platted; thence N 54°18'17" E a distance of 60.00 feet to a point on the Easterly right-of-way line of said University Drive; thence N 35°41'43" W, along the Easterly right-of-way line of said University Drive, a distance of 115.00 feet; thence N 52°15'36" E a distance of 50.68 feet; thence N 80°17'00" E a distance of 73.11 feet; thence N 85°25'54" E a distance of 72.26 feet; thence N 85°51'00" E a distance of 108.81 feet; thence N 89°42'00" E a distance of 122.84 feet; thence N 58°47'55" E a distance of 125.15 feet; thence S 56°16'00" E a distance of 212.35 feet; thence S 27°42'21" E a distance of 4.37 feet; thence S 23°05'44" W a distance of 248.07 feet; thence Southeasterly, on a curve to the left having an initial tangent bearing of S 66°54'16" E and a radius of 525.00 feet, for a distance of 27.50 feet; thence S 20°05'41" W a distance of 170.27 feet; thence S 64°05'00" E a distance of 38.40 feet; thence S 75°15'00" E a distance of 66.47 feet; thence S 82°00'00" E a distance of 66.38 feet; thence S 00°48'18" W a distance of 173.26 feet; thence Westerly, on a curve to the right having an initial tangent bearing of N 89°11'42" W and a radius of 525.00 feet, for a distance of 41.51 feet; thence S 05°20'06" W a distance of 121.98 feet; thence N 87°05'00" W a distance of 73.52 feet; thence N 72°46'48" W a distance of 60.31 feet; thence N 65°58'00" W a distance of 66.37 feet; thence N 60°54'00" W a distance of 129.82 feet; thence N 69°48'00" W a distance of 66.86 feet to a point on the Easterly right-of-way line of said University Drive; thence Northerly, along the Easterly right-of-way line of said University Drive, on a curve to the left having an initial tangent bearing of N 00°40'43" W and a radius of 530.00 feet, for a distance of 117.77 feet; thence S 76°35'23" W a distance of 60.00 feet to a corner on the Westerly right-of-way line of said University Drive, said corner also being the Northeast corner of Lot 106, COPPER SPRINGS VI, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 86°27'00" W, along the Northerly line of Lots 106, 105 & 104, COPPER SPRINGS VI, a distance of 191.28 feet to the Northwest corner of said Lot 104; thence N 79°54'00" W, along the Northerly line of Lots 103 through 100, COPPER SPRINGS VI, a distance of 243.54 feet; thence N 80°48'00" W, along the Northerly line of Lots 100 through 97, COPPER SPRINGS VI, a distance of 208.74 feet; thence N 88°09'46" W, along the Northerly line of said Lot 97, a distance of 62.14 feet to the Northwest corner of said Lot 97; thence N 84°47'23" W, along the Northerly line of Lot 96, COPPER SPRINGS VI, a distance of 9.07 feet to the TRUE POINT OF BEGINNING, containing 13.00077 acres, more or less.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "COPPER SPRINGS MEADOWS, 1ST PLAT".

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 of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

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 of Gardner 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.

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.

Tract A shall be owned and maintained by the Copper Springs Homes Association. The tract is intended to be used for landscaping, monuments, fencing, private open space, and/or Homes Association Amenities.

The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Johnson County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

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, Johnson County, 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 assessments on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated public way or thoroughfare.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this_____day of_____, 2021.

MARTENS FAMILY ENTERPRISES, INC.

_____
PHILIP W. MARTENS, President

STATE OF_____KANSAS)
) SS
COUNTY OF_____JOHNSON)

BE IT REMEMBERED, that on on this_____day of_____, 2021, before me a Notary Public in and for said County and State, came PHILIP W. MARTENS, President of MARTENS FAMILY ENTERPRISES, INC., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation, and he duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

_____ My Appointment Expires: _____
Notary Public

APPROVED by the Planning Commission of the City of Gardner, Kansas, on this_____day of_____, 2021.

By_____
SCOTT BODEN, Chair

APPROVED by the Governing Body of the City of Gardner, Kansas, on this_____day of_____, 2021.

By_____ ATTEST_____
STEVE SHUTE, Mayor SHARON ROSE, City Clerk

I hereby certify that on ??? ??, 2021, I or someone under my direct supervision completed a field survey of the above described tract of land and this is an accurate and true plat of said survey. on this_____day of_____, 2021.

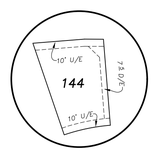
_____
Gerald L. Conn
Kansas P.S. No. 1128

LOT AREAS

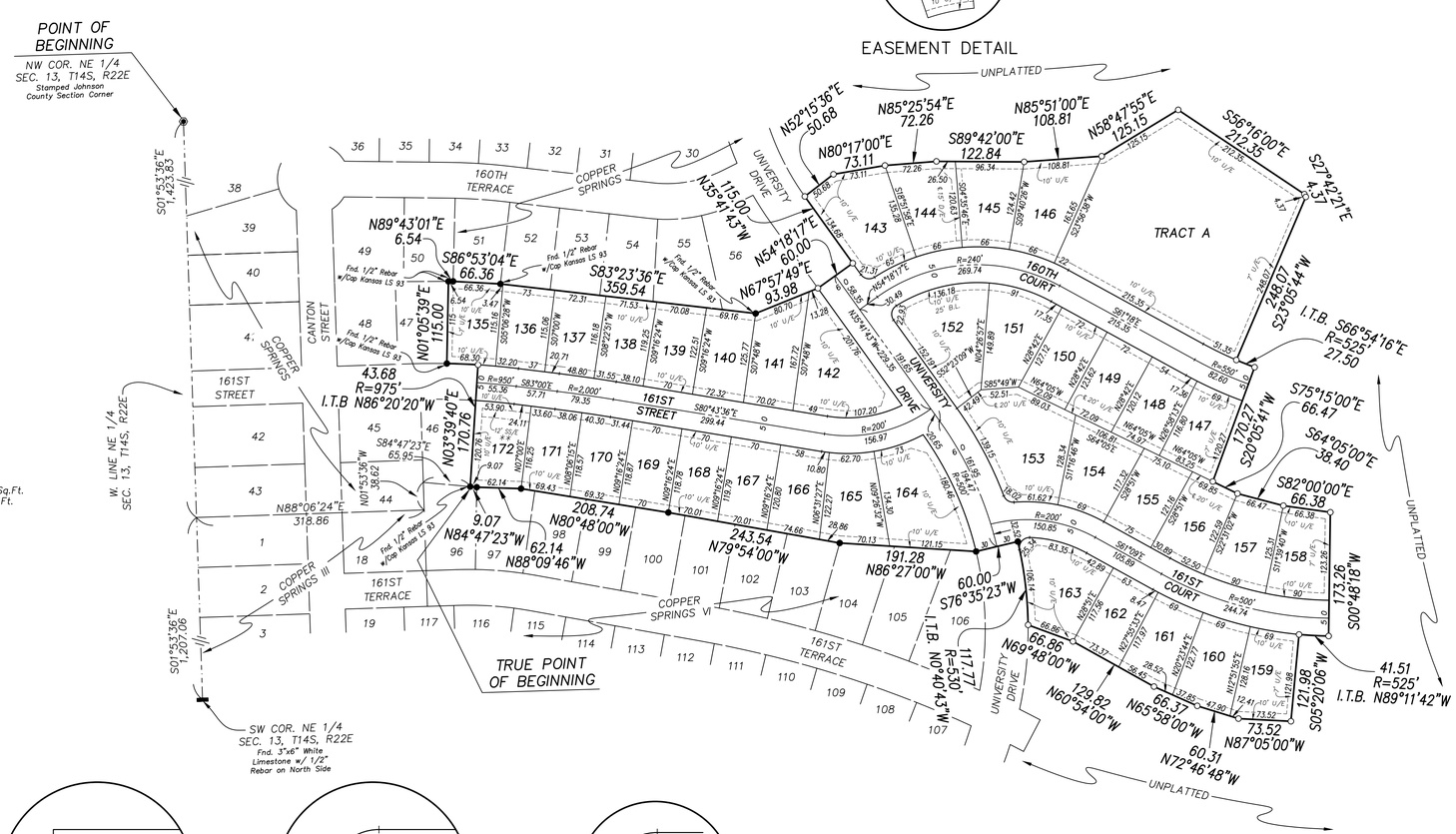
LOT 135	8,311 Sq.Ft.
LOT 136	8,170 Sq.Ft.
LOT 137	8,187 Sq.Ft.
LOT 138	8,300 Sq.Ft.
LOT 139	8,462 Sq.Ft.
LOT 140	8,778 Sq.Ft.
LOT 141	10,272 Sq.Ft.
LOT 142	15,269 Sq.Ft.
LOT 143	14,535 Sq.Ft.
LOT 144	10,360 Sq.Ft.
LOT 145	9,763 Sq.Ft.
LOT 146	11,828 Sq.Ft.
LOT 147	8,952 Sq.Ft.
LOT 148	8,655 Sq.Ft.
LOT 149	8,775 Sq.Ft.
LOT 150	9,027 Sq.Ft.
LOT 151	11,060 Sq.Ft.
LOT 152	15,214 Sq.Ft.
LOT 153	18,023 Sq.Ft.
LOT 154	10,495 Sq.Ft.
LOT 155	8,943 Sq.Ft.
LOT 156	9,389 Sq.Ft.
LOT 157	9,770 Sq.Ft.
LOT 158	9,792 Sq.Ft.
LOT 159	9,690 Sq.Ft.
LOT 160	9,719 Sq.Ft.
LOT 161	9,250 Sq.Ft.
LOT 162	8,525 Sq.Ft.
LOT 163	12,524 Sq.Ft.
LOT 164	15,304 Sq.Ft.
LOT 165	10,223 Sq.Ft.
LOT 166	8,703 Sq.Ft.
LOT 167	8,420 Sq.Ft.
LOT 168	8,350 Sq.Ft.
LOT 169	8,318 Sq.Ft.
LOT 170	8,382 Sq.Ft.
LOT 171	8,289 Sq.Ft.
LOT 172	8,880 Sq.Ft.
TRACT A	71,648 Sq.Ft.
TOTAL	456,552 Sq.Ft.

RESIDENTIAL STREET RIGHTS-OF-WAY: 83,093.21 Sq.Ft.
COLLECTOR STREET RIGHT-OF-WAY: 26,668.43 Sq.Ft.

** = including an Existing SS/E to Consolidated Main Sewer District of Johnson County, Kansas Book 200406, Page 012592

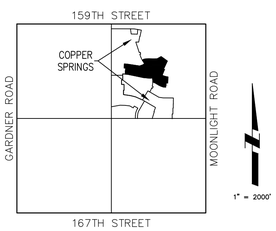


EASEMENT DETAIL

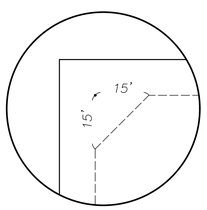


LEGEND:

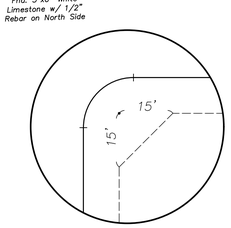
▬	DENOTES EXISTING STONE
◉	DENOTES 2" ALUMINUM CAP
○	DENOTES 1/2" REBAR SET w/P&B PLASTIC CAP CLS-49
●	DENOTES 1/2" REBAR FOUND w/PLASTIC CAP CLS-49 (UNLESS NOTED)
B.L.	DENOTES BUILDING LINE
S.B.L.	DENOTES SIDE BUILDING LINE
U/E	DENOTES UTILITY EASEMENT
SS/E	DENOTES SANITARY SEWER EASEMENT
D/E	DENOTES DRAINAGE EASEMENT



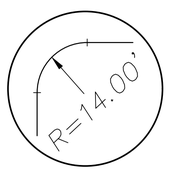
LOCATION MAP
SEC. 13, T14S, R22E



TYPICAL CORNER LOT EASEMENT DETAIL WEST OF UNIVERSITY DRIVE



TYPICAL CORNER LOT EASEMENT DETAIL EAST OF UNIVERSITY DRIVE



TYPICAL CORNER LOT PROPERTY LINE DETAIL EAST OF UNIVERSITY DRIVE

NOTES:

The basis for bearings on this plat is the West line of the NE 1/4 as established by a previous plat, COPPER SPRINGS, Book 200505, Page 010931.

All rear corners will be monumented with capped rebar.

According to F.I.R.M. Map No. 20091C0105G Johnson County, Kansas, dated August 3, 2009 this entire site is determined to be outside the 100-year floodplain.

4,043.68' (plat boundary distance) / .024' (closing distance) = unadjusted error of closure 1 in 169,902.94

Prepared By: Payne & Brockway Engineers, P.A.
P. O. Box 128
Olathe, Kansas 66051
913-782-4800

Developed By: Martens Family Enterprises, Inc.
c/o Philip W. Martens
7362 W. 162nd Terrace
Stilwell, Kansas
913-851-2772

Date Prepared: December 7, 2020

COPPER SPRINGS MEADOWS
1ST PLAT
SEC. 13, T14S, R22E
JOHNSON COUNTY, KANSAS

Payne & Brockway P.A.
CIVIL ENGINEERS & LAND SURVEYORS
426 SOUTH KANSAS AVE. OLATHE, KANSAS 66061
PH: 913.782.4800 FAX: 913.782.0907
WWW.PAYNE-BROCKWAY.COM

19-0020-PLT.dwg

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 _____
File No. _____

OWNER INFORMATION

Name(s) Martens Family Enterprises, Inc.
Contact Philip Martens
Address 19000 W 158th Street, Suite C
City Olathe State KS Zip 66062
Phone 913-732-2276 Email mfeikc1@gmail.com

APPLICANT/AGENT INFORMATION

Name(s) Payne & Brockway, PA
Contact Todd Allenbrand
Address 426 S Kansas Avenue
City Olathe State KS Zip 66061
Phone 913-782-4800 Email todda@payne-brockway.com

SITE INFORMATION

Property Address/Location 61st Street and Canton Street
Legal Description (Attach If Necessary) Part of the NE¼, Section 13, 24E, 22S, see attached
Number of Existing Lots 0 Number of Proposed Lots 38
Total Site Area 13.00077 Present Zoning R-1
Number of Existing Structures 0 Present Land Use Single Family Residential
Proposed Street Design Type(s) & Class Collector Neighborhood & Local Neighborhood
Proposed Type(s) Open & Civic Space Trail/Greenway
Proposed Frontage Type(s) Suburban
Proposed Building Types(s) Detached House - Suburban

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): C. Todd Allenbrand Date 12/09/20
_____ Date _____

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

OWNER AFFIDAVIT

I/WE Philip W Martens, President of Martens Family Enterprises, Inc., hereby referred to as the "Undersigned", being of lawful age, do hereby on this 7th day of December, 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 Todd Allenbrand, Payne & Brockway, P.A. (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding Final Plat 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 Pres.

Owner

STATE OF KANSAS
COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me on this 7th day of December, 2020, by Philip W. Martens, President of Martens Family Enterprises, Inc.

My Commission Expires:
9/20/2022

Notary Public

NOTARY PUBLIC - State of Kansas
HANNAH FISHER
My Appt. Expires 9/20/22

19-0020

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 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.
☐	☑	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)
☐	☑	10. **Development Agreement,** if required
☐	☑	11. **Street tree plan**

FINAL PLAT DOCUMENT REQUIREMENTS

☑	☐	1. **Name of subdivision** (unique and numerically consistent and the words "FINAL PLAT," prominently displayed as the title.)
☑	☐	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.).
☑	☐	3. **Date of preparation** and/or revisions.
☑	☐	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.)
☑	☐	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.

Business & Economic Development
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120 E. Main St. Gardner, KS 66030
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Yes	No	
☑	☐	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".
☑	☐	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.
☑	☐	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.
☑	☐	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
☑	☐	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.
☑	☐	12. **Note on plat** indicating intended ownership, purpose, and maintenance responsibilities for any parcels labeled as tracts.
☑	☐	13. **Existing and proposed easements** with dimensions. Existing easements shall be labeled with book and page number.
☐	☑	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).
☐	☑	15. **Stream corridor boundary** and dimensions.
☑	☐	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.
☑	☐	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.
☑	☐	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.
☑	☐	19. **Signature of Owner**, properly attested.

Yes	No	
☑	☐	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."
☑	☐	21. **Copies of all pertinent exception documents**, or a copy of a current American Land Title Association (ALTA) survey, or both.
☑	☐	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.
☑	☐	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.
☑	☐	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.
☑	☐	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.
☑	☐	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):

SUB. REQ. 5) Initial covenants and restrictions are established, see PDF on disc. 6) The developer will be adding this plat to the HOA, see PDF on disc of examples of previous plats that were added.

7) Not applicable. 8) Final stormwater was addressed at preliminary platting. 9) TIS was addressed at preliminary platting. 10) Not applicable.

11) Street tree plan will be submitted once the improvements plans have been approved and prior to submitting the plat for recording.

DOC. REQ. 14) Not applicable. 15) No applicable.

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.

C. [illegible]
Signature of Applicant

12/09/20
Date

19-0020

LEGAL DESCRIPTION
FOR
COPPER SPRINGS MEADOWS, 1ST PLAT

This is a survey and plat of part of the NE¼ of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of the NE¼ of Section 13, T14S, R22E of the Sixth Principal Meridian, in the City of Gardner, Johnson County, Kansas; thence S 01°53'36" E, along the West line of said NE¼ and also along the West line COPPER SPRINGS, a subdivision in the City of Gardner, Johnson County, Kansas and its extension thereof, a distance of 1,423.83 feet to the Southwest corner of Lot 43, COPPER SPRINGS; thence N 88°06'24" E, along the South line of Lots 43 and 44, COPPER SPRINGS, a distance of 318.86 feet to the Southeast corner of said Lot 44; thence N 01°53'36" W, along the East line of said Lot 44, a distance of 38.62 feet to the Southwest corner of Lot 46, COPPER SPRINGS; thence S 84°47'23" E, along the South line of said Lot 46, a distance of 65.95 feet to the Southeast corner of said Lot 46, said corner also being the TRUE POINT OF BEGINNING; thence N 03°39'40" E, along the East line of said Lot 46 and its extension thereof, a distance of 170.76 feet to a point on the North right-of-way line of 161st Street, as platted; thence Westerly, along the North right-of-way line of said 161st Street, on a curve to the left having an initial tangent bearing of N 86°20'20" W and a radius of 975.00 feet, for a distance of 43.68 feet to the Southeast corner of Lot 47, COPPER SPRINGS; thence N 01°05'39" E, along the East line of said Lot 47 a distance of 115.00 feet to the Northeast corner of said Lot 47, said corner also being on the South line of Lot 50, COPPER SPRINGS; thence N 89°43'01" E, along the South line of said Lot 50, a distance of 6.54 feet to the Southeast corner of said Lot 50; thence S 86°53'04" E, along the Southerly line of Lot 51, COPPER SPRINGS, a distance of 66.36 feet to the Southeast corner of said Lot 51; thence S 83°23'36" E, along the Southerly line of Lots 52 through 56, COPPER SPRINGS, a distance of 359.54 feet; thence N 67°57'49" E, along the Southeasterly line of said Lot 56, a distance of 93.98 feet to the East corner of said Lot 56, said corner also being on the Westerly right-of-way line of University Drive, as platted; thence N 54°18'17" E a distance of 60.00 feet to a point on the Easterly right-of-way line of said University Drive; thence N 35°41'43" W, along the Easterly right-of-way line of said University Drive, a distance of 115.00 feet; thence N 52°15'36" E a distance of 50.68 feet; thence N 80°17'00" E a distance of 73.11 feet; thence N 85°25'54" E a distance of 72.26 feet; thence S 89°42'00" E a distance of 122.84 feet; thence N 85°51'00" E a distance of 108.81 feet; thence N 58°47'55" E a distance of 125.15 feet; thence S 56°16'00" E a distance of 212.35 feet; thence S 27°42'21" E a distance of 4.37 feet; thence S 23°05'44" W a distance of 248.07 feet; thence Southeasterly, on a curve to the left having an initial tangent bearing of S 66°54'16" E and a radius of 525.00 feet, for a distance of 27.50 feet; thence S 20°05'41" W a distance of 170.27 feet; thence S 64°05'00" E a distance of 38.40 feet; thence S 75°15'00" E a distance of 66.47 feet; thence S 82°00'00" E a distance of 66.38 feet; thence S 00°48'18" W a distance of 173.26 feet; thence Westerly, on a curve to the right having an initial tangent bearing of N 89°11'42" W and a radius of 525.00 feet, for a distance of 41.51 feet; thence S 05°20'06" W a distance of 121.98 feet; thence

N 87°05'00" W a distance of 73.52 feet; thence N 72°46'48" W a distance of 60.31 feet; thence N 65°58'00" W a distance of 66.37 feet; thence N 60°54'00" W a distance of 129.82 feet; thence N 69°48'00" W a distance of 66.86 feet to a point on the Easterly right-of-way line of said University Drive; thence Northerly, along the Easterly right-of-way line of said University Drive, on a curve to the left having an initial tangent bearing of N 00°40'43" W and a radius of 530.00 feet, for a distance of 117.77 feet; thence S 76°35'23" W a distance of 60.00 feet to a corner on the Westerly right-of-way line of said University Drive, said corner also being the Northeast corner of Lot 106, COPPER SPRINGS VI, a subdivision in the City of Gardner, Johnson County, Kansas; thence N 86°27'00" W, along the Northerly line of Lots 106, 105 & 104, COPPER SPRINGS VI, a distance of 191.28 feet to the Northwest corner of said Lot 104; thence N 79°54'00" W, along the Northerly line of Lots 103 through 100, COPPER SPRINGS VI, a distance of 243.54 feet; thence N 80°48'00" W, along the Northerly line of Lots 100 through 97, COPPER SPRINGS VI, a distance of 208.74 feet; thence N 88°09'46" W, along the Northerly line of said Lot 97, a distance of 62.14 feet to the Northwest corner of said Lot 97; thence N 84°47'23" W, along the Northerly line of Lot 96, COPPER SPRINGS VI, a distance of 9.07 feet to the TRUE POINT OF BEGINNING, containing 13.00077 acres, more or less.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

FINAL PLAT
COPPER SPRINGS MEADOWS, 1ST PLAT
Part of the NE 1/4, SEC. 13, T14S, R22E
A SUBDIVISION OF LAND IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS

This is a survey and plat of part of the NE 1/4 of Section 13, T14S, R22E of the 6th Principal Meridian in the City of Gardner, Johnson County, Kansas more particularly described as follows:

[illegible]

The undersigned proprietors of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "COPPER SPRINGS MEADOWS, 1ST PLAT".

[illegible]

An easement or license is hereby granted to the City of Gardner, Johnson County, Kansas and to Kansas Gas Service, Inc., Time Warner Cable, AT&T and Sprint, and their successors and assigns, jointly and severally, to place, install, lay, maintain, repair and remove conduits, cables, pipes, poles and wires, and all other equipment and facilities necessary or incidental to the furnishing of utility service in and to the subdivision described herein, with the right of ingress and egress over and through adjoining land to enable construction equipment to enter and exit the subdivision, together with the right of ingress and egress over and through adjoining land to enable construction equipment and/or facility designed to do so. Any placing of improvements or planting in areas or said permanent easements will be done at the sole or subsequent owner's expense of such improvements or landscaping.

An easement or license is hereby granted to the City of Gardner, Johnson County, Kansas, and to Kansas Gas Service, Inc., Time Warner Cable, AT&T and Sprint, and their successors and assigns, jointly and severally, to place, install, lay, maintain, repair and remove conduits, cables, pipes, poles and wires, and all other equipment and facilities necessary or incidental to the furnishing of utility service in and to the subdivision described herein, with the right of ingress and egress over and through adjoining land to enable construction equipment to enter and exit the subdivision, together with the right of ingress and egress over and through adjoining land to enable construction equipment and/or facility designed to do so. Any placing of improvements or planting in areas or said permanent easements will be done at the sole or subsequent owner's expense of such improvements or landscaping.

Tract A shall be owned and maintained by the Copper Springs Homes Association. The tract is intended to be used for landscaping, monuments, fencing, private open space, and/or Homes Association amenities.

The use of all lots in the subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Johnson County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

The undersigned proprietor of the above described tract of land hereby dedicates to the City of Gardner, Johnson County, Kansas, and the City of Gardner, Johnson County, Kansas, shall have the power to impose such land proposed to be dedicated for public ways and thoroughfares or parks thereof, and merely a lien on the land which is subject to any special assessments and that the amount of the unpaid special assessments on such land dedicated shall become [illegible]

IN TESTIMONY WHEREOF, the undersigned proprietors has caused this instrument to be executed this _____ day of _____, 2021

MARTENS FAMILY ENTERPRISES, INC

_____
PHILIP W. MARTENS, President

STATE OF KANSAS
COUNTY OF JOHNSON } SS

BE IT REMEMBERED, that on or this _____ day of _____, 2021, before me a Notary Public in and for said County and State, came PHILIP W. MARTENS, President of MARTENS FAMILY ENTERPRISES, INC., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation, and he duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year written above.

_____
Notary Public

My Commission Expires _____

APPROVED by the Planning Commission of the City of Gardner, Kansas, on this _____ day of _____, 2021

By _____
CHRIST BRAUN, Chair

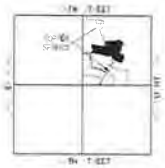
APPROVED by the Governing Body of the City of Gardner, Kansas, on this _____ day of _____, 2021

By _____
STEVE SHUTE, Mayor

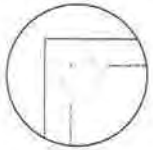
ATTEST _____
SHARON ROSE, City Clerk

I hereby certify that on [illegible], I an surveyor under my direct supervision completed a field survey of the above described tract of land and that to my knowledge and that part of said subject on this _____ day of _____, 2021

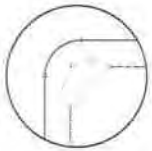
_____
Gabriel L. Cook
Kansas P.S. No. 1329



LOCATION MAP
SEC. 13, T14S, R22E



TYPICAL CORNER LOT
EASEMENT DETAIL
WEST OF UNIVERSITY DRIVE



TYPICAL CORNER LOT
EASEMENT DETAIL
EAST OF UNIVERSITY DRIVE

TYPICAL CORNER LOT
PROPERTY LINE DETAIL
EAST OF UNIVERSITY DRIVE

LEGEND

- ■ DENOTES EXISTING STONE
- ● DENOTES 2" ALUMINUM CAP
- ○ DENOTES 1/2" REBAR SET w/PAU PLASTIC CAP CCK-19
- ◆ DENOTES 1/2" REBAR FOUND w/PLASTIC CAP CCK-19 (UNLESS NOTED)
- B.L. DENOTES BUILDING LINE
- S.B.L. DENOTES SIDE BUILDING LINE
- U/E DENOTES UTILITY EASEMENT
- S.S./E DENOTES SANITARY SEWER EASEMENT
- D/E DENOTES DRAINAGE EASEMENT

NOTES

The basis for bearings on this plat is the West line of the NE 1/4 as established by a previous plat COPPER SPRINGS, Book 200505, Page 010031

According to F.I.R.M. Map No. 20091C0105G, Johnson County, Kansas, dated August 8, 2009 this entire site is determined to be outside the 100-year floodplain

4,043.68 (plat boundary distance) / .024' (closure distance) = unadjusted error of closure 1 in 169,902.94

Prepared by: Payne & Brockway Engineers & L.S. P.O. Box 128 Olathe, Kansas 66051 913-782-4600

Developed by: Martens Family Enterprises, Inc. c/o Philip W. Martens 7382 N. 162nd Terrace Stilwell, Kansas 913-851-2772

Date Prepared: [illegible] 2020

COPPER SPRINGS MEADOWS
1ST PLAT
SEC. 13, T14S, R22E
JOHNSON COUNTY, KANSAS

Payne & Brockway P.A.
CIVIL ENGINEERS & LAND SURVEYORS
[illegible]

Name: Copper Springs Meadows 1st Plat
North: 2249.5475' East: 1343.2074'

Segment #1 : Line
Course: N03° 39' 40"E Length: 170.76'
North: 2419.9591' East: 1354.1112'

Segment #2 : Curve
Length: 43.68' Radius: 975.00'
Delta: 002.5670 (d) Tangent: 21.84'
Chord: 43.68' Course: N87° 37' 20"W
Course In: S03° 39' 40"W Course Out: N01° 05' 39"E
RP North: 1446.9488' East: 1291.8527'
End North: 2421.7711' East: 1310.4709'

Segment #3 : Line
Course: N01° 05' 39"E Length: 115.00'
North: 2536.7501' East: 1312.6669'

Segment #4 : Line
Course: N89° 43' 01"E Length: 6.54'
North: 2536.7824' East: 1319.2068'

Segment #5 : Line
Course: S86° 53' 04"E Length: 66.36'
North: 2533.1757' East: 1385.4687'

Segment #6 : Line
Course: S83° 23' 36"E Length: 359.54'
North: 2491.8097' East: 1742.6212'

Segment #7 : Line
Course: N67° 57' 49"E Length: 93.98'
North: 2527.0705' East: 1829.7355'

Segment #8 : Line
Course: N54° 18' 17"E Length: 30.00'
North: 2544.5748' East: 1854.0995'

Segment #9 : Line
Course: N54° 18' 17"E Length: 30.00'
North: 2562.0790' East: 1878.4634'

Segment #10 : Line
Course: N35° 41' 43"W Length: 115.00'
North: 2655.4741' East: 1811.3639'

Segment #11 : Line
Course: N52° 15' 36"E Length: 50.68'
North: 2686.4943' East: 1851.4415'

Segment #12 : Line
Course: N80° 17' 00"E Length: 73.11'
North: 2698.8335' East: 1923.5027'

Segment #13 : Line
Course: N85° 25' 54"E Length: 72.26'
North: 2704.5889' East: 1995.5331'

Segment #14 : Line
Course: S89° 42' 00"E Length: 122.84'
North: 2703.9457' East: 2118.3714'

Segment #15 : Line
Course: N85° 51' 00"E Length: 108.81'
North: 2711.8201' East: 2226.8961'

Segment #16 : Line
Course: N58° 47' 55"E Length: 125.15'
North: 2776.6537' East: 2333.9434'

Segment #17 : Line
Course: S56° 16' 00"E Length: 212.35'
North: 2658.7298' East: 2510.5403'

Segment #18 : Line
Course: S27° 42' 21"E Length: 4.37'
North: 2654.8608' East: 2512.5720'

Segment #19 : Line
Course: S23° 05' 44"W Length: 248.07'
North: 2426.6731' East: 2415.2626'

Segment #20 : Curve
Length: 27.50' Radius: 525.00'
Delta: 003.0009 (d) Tangent: 13.75'
Chord: 27.49' Course: S68° 24' 17"E
Course In: N23° 05' 44"E Course Out: S20° 05' 41"W
RP North: 2909.5954' East: 2621.2022'
End North: 2416.5543' East: 2440.8262'

Segment #21 : Line
Course: S20° 05' 41"W Length: 170.27'
North: 2256.6493' East: 2382.3260'

Segment #22 : Line
Course: S64° 05' 00"E Length: 38.40'
North: 2239.8661' East: 2416.8642'

Segment #23 : Line
Course: S75° 15' 00"E Length: 66.47'
North: 2222.9427' East: 2481.1437'

Segment #24 : Line
Course: S82° 00' 00"E Length: 66.38'
North: 2213.7044' East: 2546.8777'

Segment #25 : Line
Course: S00° 48' 18"W Length: 173.26'
North: 2040.4615' East: 2544.4435'

Segment #26 : Curve
Length: 41.51' Radius: 525.00'
Delta: 004.5298 (d) Tangent: 20.76'
Chord: 41.50' Course: N86° 55' 48"W
Course In: N00° 48' 18"E Course Out: S05° 20' 06"W
RP North: 2565.4097' East: 2551.8195'
End North: 2042.6839' East: 2503.0056'

Segment #27 : Line
Course: S05° 20' 06"W Length: 121.98'
North: 1921.2323' East: 2491.6640'

Segment #28 : Line
Course: N87° 05' 00"W Length: 73.52'
North: 1924.9733' East: 2418.2393'

Segment #29 : Line
Course: N72° 46' 48"W Length: 60.31'
North: 1942.8275' East: 2360.6327'

Segment #30 : Line
Course: N65° 58' 00"W Length: 66.37'
North: 1969.8579' East: 2300.0164'

Segment #31 : Line
Course: N60° 54' 00"W Length: 129.82'
North: 2032.9940' East: 2186.5832'

Segment #32 : Line
Course: N69° 48' 00"W Length: 66.86'
North: 2056.0806' East: 2123.8356'

Segment #33 : Curve
Length: 117.77' Radius: 530.00'
Delta: 012.7315 (d) Tangent: 59.13'
Chord: 117.53' Course: N07° 02' 40"W
Course In: S89° 19' 17"W Course Out: N76° 35' 23"E
RP North: 2049.8035' East: 1593.8728'
End North: 2172.7223' East: 2109.4219'

Segment #34 : Line
Course: S76° 35' 23"W Length: 60.00'
North: 2158.8070' East: 2051.0579'

Segment #35 : Line

Course: N86° 27' 00"W Length: 191.28'
North: 2170.6510' East: 1860.1449'

Segment #36 : Line
Course: N79° 54' 00"W Length: 243.54'
North: 2213.3598' East: 1620.3790'

Segment #37 : Line
Course: N80° 48' 00"W Length: 208.74'
North: 2246.7334' East: 1414.3242'

Segment #38 : Line
Course: N88° 09' 46"W Length: 62.14'
North: 2248.7256' East: 1352.2161'

Segment #39 : Line
Course: N84° 47' 23"W Length: 9.07'
North: 2249.5492' East: 1343.1836'

Perimeter: 4043.68' Area: 566313.71 Sq. Ft.
Error Closure: 0.0238 Course: N85° 55' 33"W
Error North: 0.00169 East: -0.02375

Precision 1: 169902.94

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: FEBRUARY 15, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider applicants for City Council

Department: Administration

Background/Description of Item:
Council Vice President Rich Melton resigned from the Gardner City Council effective January 19, 2021. Following the guidelines set forth by Charter Ordinance No. 27 and the Governing Body Rules of Procedure, the Governing Body began the appointment process for a new councilmember. The process includes:

- Vacancy advertised in print and social media
- Application Deadline – February 1, 2021
- Verification of "qualified elector" status
    - A "qualified elector" is an individual who is a citizen of the United States; resident of the City of Gardner, KS; at least 18 years old; and if convicted of a felony, has been pardoned or had their civil rights restored.
- Applications reviewed by Governing Body
- Public interviews conducted at a City Council Meeting
- Governing Body votes to appoint an applicant

Six residents have applied for City Council. All six applicants are "qualified electors" and can be considered for appointment.

Interview Process:
Applicants will be interviewed in alphabetical order by last name.

- Applicant will provide two minute opening statement
- Governing Body will ask each applicant a standard set of questions. Applicants will have two minutes to respond to each question.
- One or two follow-up questions will be allowed
- Applicant will provide one minute closing statement

Attachments included:
- Applications for City Council

Suggested Motion:

Appoint _____ to the City Council seat vacated by Rich Melton with a term expiring in November 2024.

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

Applicant Name: Stacy Cooper	
Residence/Property Address: [redacted]	
Date Residence Established (MM/DD/YY): 11/2016	Birthdate (MM/DD/YY): [redacted]
Mailing Address: [redacted]	
Home Phone: [redacted]	Work Phone:
Cell Phone: [redacted]	Email Address:
Place of Employment: Office of Hearing Operations, SSA	
Position held: Senior Attorney Advisor	Product/Service rendered: legal counsel
Spouse's place of employment: N/A	
Position held:	Product/Service rendered:

SECTION ONE

The office of City Council must be held by a qualified elector.

1. Are you registered to vote at the above property address? ☒ Yes ☐ No
   If "yes," skip to the next section. If "no," answer questions 2-3.

2. Please provide proof of U.S. Citizenship. Provide a copy or show the document to the City Clerk. Acceptable documents include:
   - Birth certificate that verifies U.S. citizenship
   - U.S. passport (may be expired)
   - U.S. naturalization documents or the number of the certificate of naturalization
   - Bureau of Indian Affairs card number, tribal treaty number or tribal enrollment number
   - U.S. hospital record of birth indicating place of birth in the U.S.
   - U.S. military record of service showing the applicant's name and U.S. birthplace

3. Have you been convicted of a felony under the laws of any State or of the United States? ☐ Yes ☒ No
   a. If "yes," have you been pardoned for such conviction or had your civil rights restored? ☐ Yes ☐ No
   b. If "yes," provide an executed authorization to conduct a criminal records search to verify such pardon or restoration of civil rights and submit documentation demonstrating such pardon or restoration of civil rights.

SECTION TWO

1. Have you attended a City Council meeting? ☒ Yes ☐ No online

2. Why do you wish to serve on the City Council?
   As a citizen, I believe it is my responsibility to be engaged in and participate in the community's activities of governance. In doing so, I can better understand and contribute to the inter-workings of government, education, & participation of the community.

3. Have you served on any other City board or commission? ☐ Yes ☒ No

Return application to the City Clerk's Office, 120 E. Main Street, Gardner, KS 66030
Email: cityclerk@gardnerkansas.gov Fax: (913) 856-0997

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

4. The City Council meets on the first and third Monday of the month at 7:00 p.m. How much time can you devote to serving each month?

   As much time as is required.

5. Describe any work or volunteer experience you have related to the function of the City Council.

   I am an active member of the community, a member of Restoration Church and have volunteered @ functions including Easter Egg drop, Glow Run.

6. Please list your areas of expertise and education that would benefit the City Council.

   I am an attorney. I have practiced in private firms as well as state and federal government positions. Duties have included Real Estate law, contract law, civil & criminal law including litigation. I have prosecuted and worked as an Admin. Law Judge for IL. I am currently a Senior Attorney Advisor with Federal Govt. I have also worked on numerous Boards including KU CLAS Board.

7. Do you or your spouse have any monetary interest, direct or indirect, to any pending or incomplete transaction or contract to which the City is, or is to be, a party? ☐ Yes ☒ No

   a. If "yes," please explain:

SECTION THREE

1. How did you learn about this vacancy (please check all that apply)?

   ☐ City Website
   ☒ City's Facebook Page
   ☐ City's Twitter
   ☐ City email blast
   ☐ The Legal Record
   ☐ Word of mouth
   ☐ Other _____

SECTION FOUR

Signature: I swear or affirm that I am a citizen of the United States, and a resident of the City of Gardner, Kansas, that I am at least 18 years old, that if convicted of a felony, I have been pardoned or had my civil rights restored and that I have told the truth on this application.

Stacy Cooper — Signature

1/31/21 — Date

NOTE: If you are not appointed to serve at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur.

Return application to the City Clerk's Office, 120 E. Main Street, Gardner, KS 66030
Email: cityclerk@gardnerkansas.gov Fax: (913) 856-0997

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

Applicant Name: Kacy Deaton	
Residence/Property Address: [redacted]	
Date Residence Established (MM/DD/YY): 06/01/2018	Birthdate (MM/DD/YY): [redacted]
Mailing Address: [redacted]	
Home Phone: [redacted]	Work Phone: [redacted]
Cell Phone: [redacted]	Email Address: [redacted]
Place of Employment: OCM Lease Corp	
Position held: Operations Manager	Product/Service rendered: Finance, Admin, Marketing
Spouse's place of employment: Not Married	
Position held:	Product/Service rendered:

SECTION ONE

The office of City Council must be held by a qualified elector.

1. Are you registered to vote at the above property address? ☒ Yes ☐ No
   If "yes," skip to the next section. If "no," answer questions 2-3.

2. Please provide proof of U.S. Citizenship. Provide a copy or show the document to the City Clerk. Acceptable documents include:
   - Birth certificate that verifies U.S. citizenship
   - U.S. passport (may be expired)
   - U.S. naturalization documents or the number of the certificate of naturalization
   - Bureau of Indian Affairs card number, tribal treaty number or tribal enrollment number
   - U.S. hospital record of birth indicating place of birth in the U.S.
   - U.S. military record of service showing the applicant's name and U.S. birthplace

3. Have you been convicted of a felony under the laws of any State or of the United States? ☐ Yes ☐ No
   a. If "yes," have you been pardoned for such conviction or had your civil rights restored? ☐ Yes ☐ No
   b. If "yes," provide an executed authorization to conduct a criminal records search to verify such pardon or restoration of civil rights and submit documentation demonstrating such pardon or restoration of civil rights.

SECTION TWO

1. Have you attended a City Council meeting? ☒ Yes ☐ No

2. Why do you wish to serve on the City Council?

   I would like to serve my community and help Gardner to continue to grow in a responsible manner. I will be a good steward of the citizen's tax dollars. I appreciate and support that Gardner does priority based budgeting and will continue to support that as a member of the council. We are blessed with a great staff and as a member of the council I will support them to make sure they can continue to do the very best job for our citizens.

3. Have you served on any other City board or commission? ☒ Yes ☐ No

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

4. The City Council meets on the first and third Monday of the month at 7:00 p.m. How much time can you devote to serving each month?

   I can devote as much time as needed. I have flexibility at work and the support of my family to do what needs to be done for the City of Gardner.

5. Describe any work or volunteer experience you have related to the function of the City Council.

   I was the committee chair for the Citizens Police Advisory Committee and I currently serve on the Planning Commission. I have volunteered at numerous activites and events around the city as well.

6. Please list your areas of expertise and education that would benefit the City Council.

   We do business finance at OCM and that would give me insight when looking at the budget, leases, and other aspects of our finances. On our admin and marketing side, we often have to bring several businesses together to reach a goal. That means working toward compromise. Those skills will help when working with our city partners and other municipalities.

7. Do you or your spouse have any monetary interest, direct or indirect, to any pending or incomplete transaction or contract to which the City is, or is to be, a party? ☐ Yes ☒ No
   a. If "yes," please explain:

SECTION THREE

1. How did you learn about this vacancy (please check all that apply)?

   ☐ City Website
   ☒ City's Facebook Page
   ☐ City's Twitter
   ☐ City email blast
   ☐ The Legal Record
   ☐ Word of mouth
   ☐ Other _____

SECTION FOUR

Signature: I swear or affirm that I am a citizen of the United States, and a resident of the City of Gardner, Kansas, that I am at least 18 years old, that if convicted of a felony, I have been pardoned or had my civil rights restored and that I have told the truth on this application.

_____ Signature

1/20/2021
Date

NOTE: If you are not appointed to serve at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur.

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Email: cityclerk@gardnerkansas.gov Fax: (913) 856-0997

GARDNER

Blazing New Trails

City Councilmember Application

Applicant Name: Adrianna Meder	
Residence/Property Address: [redacted]	
Date Residence Established (MM/DD/YY): 04/01/13	Birthdate (MM/DD/YY): [redacted]
Mailing Address: [redacted]	
Home Phone:	Work Phone:
Cell Phone: [redacted]	Email Address: [redacted]
Place of Employment: Lumen Technologies	
Position held: Lead Project Manager	Product/Service rendered: Telecommunications
Spouse's place of employment:	
Position held:	Product/Service rendered:

SECTION ONE

The office of City Council must be held by a qualified elector.

1. Are you registered to vote at the above property address? ■ Yes ☐ No
   If "yes," skip to the next section. If "no," answer questions 2-3.

2. Please provide proof of U.S. Citizenship. Provide a copy or show the document to the City Clerk. Acceptable documents include:
   - Birth certificate that verifies U.S. citizenship
   - U.S. passport (may be expired)
   - U.S. naturalization documents or the number of the certificate of naturalization
   - Bureau of Indian Affairs card number, tribal treaty number or tribal enrollment number
   - U.S. hospital record of birth indicating place of birth in the U.S.
   - U.S. military record of service showing the applicant's name and U.S. birthplace

3. Have you been convicted of a felony under the laws of any State or of the United States? ☐ Yes ■ No
   a. If "yes," have you been pardoned for such conviction or had your civil rights restored? ☐ Yes ☐ No
   b. If "yes," provide an executed authorization to conduct a criminal records search to verify such pardon or restoration of civil rights and submit documentation demonstrating such pardon or restoration of civil rights.

SECTION TWO

1. Have you attended a City Council meeting? ■ Yes ☐ No

2. Why do you wish to serve on the City Council?

   My passion is my community. There is no better way to continue my service to my community than the privilege to serve on City Council. I have an honest, open mind and the willingness to listen to and respect others. Along with a strong work ethic, my work experience, community involvement and education have provided me with the knowlege and skills to manage a budget, identify issues and drive process improvement.

3. Have you served on any other City board or commission? ■ Yes ☐ No

GARDNER

Blazing New Trails

City Councilmember Application

4. The City Council meets on the first and third Monday of the month at 7:00 p.m. How much time can you devote to serving each month?

   City Council it not a two Monday's a month job. It is a multi-year commitment to be available and committed to the residents this position represents. I am 100% committed to more than a two Monday's a month.

5. Describe any work or volunteer experience you have related to the function of the City Council.

   Project and process management, process improvement, vendor management, budget creation and maintenance, leading a team and acting as an individual contributor during my 22+ year career in telecommunications.
   Serving my community by volunteering with the Meals on Wheels program, American Legion Auxiliary Festival on the Trails team and coaching youth recreation sports..

6. Please list your areas of expertise and education that would benefit the City Council.

   Project and process management, process improvement, vendor management, budget creation and maintenance, leading a team and acting as an individual contributor during my 22+ year career in telecommunications.
   Serving on the Gardner Planning commission in all roles (Chair, Vice-Chair, Commissioner)
   Participating in the inaugural JOCO Citizens Academy
   Team member of Gardner's Comprehensive Plan Team

7. Do you or your spouse have any monetary interest, direct or indirect, to any pending or incomplete transaction or contract to which the City is, or is to be, a party? ☐ Yes ☒ No
   a. If "yes," please explain:

SECTION THREE

1. How did you learn about this vacancy (please check all that apply)?

   ☒ City Website
   ☒ City's Facebook Page
   ☐ City's Twitter
   ☒ City email blast
   ☐ The Legal Record
   ☒ Word of mouth
   ☐ Other _____

SECTION FOUR

Signature: I swear or affirm that I am a citizen of the United States, and a resident of the City of Gardner, Kansas, that I am at least 18 years old, that if convicted of a felony, I have been pardoned or had my civil rights restored and that I have told the truth on this application.

_____ Signature

02/01/21 Date

NOTE: If you are not appointed to serve at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur.

Return application to the City Clerk's Office, 120 E. Main Street, Gardner, KS 66030
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GARDNER KANSAS
Blazing New Trails

City Councilmember Application

Applicant Name: George Rifford	
Residence/Property Address: [redacted]	
Date Residence Established (MM/DD/YY): 04/2001	Birthdate (MM/DD/YY): [redacted]
Mailing Address: [redacted]	
Home Phone:	Work Phone:
Cell Phone: [redacted]	Email Address: [redacted]
Place of Employment: PinkByte	
Position held: Head of Sales	Product/Service rendered: Software
Spouse's place of employment: Allergy & Asthma PA	OP, KS
Position held: Nurse	Product/Service rendered:

SECTION ONE

The office of City Council must be held by a qualified elector.

1. Are you registered to vote at the above property address? ☒ Yes ☐ No
   If "yes," skip to the next section. If "no," answer questions 2-3.

2. Please provide proof of U.S. Citizenship. Provide a copy or show the document to the City Clerk. Acceptable documents include:
   - Birth certificate that verifies U.S. citizenship
   - U.S. passport (may be expired)
   - U.S. naturalization documents or the number of the certificate of naturalization
   - Bureau of Indian Affairs card number, tribal treaty number or tribal enrollment number
   - U.S. hospital record of birth indicating place of birth in the U.S.
   - U.S. military record of service showing the applicant's name and U.S. birthplace

3. Have you been convicted of a felony under the laws of any State or of the United States? ☐ Yes ☒ No
   a. If "yes," have you been pardoned for such conviction or had your civil rights restored? ☐ Yes ☐ No
   b. If "yes," provide an executed authorization to conduct a criminal records search to verify such pardon or restoration of civil rights and submit documentation demonstrating such pardon or restoration of civil rights.

SECTION TWO

1. Have you attended a City Council meeting? ☒ Yes ☐ No

2. Why do you wish to serve on the City Council? I believe strongly that city council members are chosen to serve the public, not entertain them. In addition, I believe that council members should not be partisan when making decisions that impact all citizens. These are the attributes that I intend to bring to this position

3. Have you served on any other City board or commission? ☒ Yes ☐ No
   Currently serving on the Gardner EDAC

Return application to the City Clerk's Office, 120 E. Main Street, Gardner, KS 66030
Email: cityclerk@gardnerkansas.gov Fax: (913) 856-0997

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

4. The City Council meets on the first and third Monday of the month at 7:00 p.m. How much time can you devote to serving each month? All of the above times as well as additional days & times if necessary.

5. Describe any work or volunteer experience you have related to the function of the City Council.
Participated in several community action groups that were formed to voice traffic & building concerns throughout Gardner over the last 20 years.

6. Please list your areas of expertise and education that would benefit the City Council.
I hold a BBA & MBA in business management and development. In addition, my career expertise is in retail & consumer business development

7. Do you or your spouse have any monetary interest, direct or indirect, to any pending or incomplete transaction or contract to which the City is, or is to be, a party? ☐ Yes ☒ No
   a. If "yes," please explain:

SECTION THREE

1. How did you learn about this vacancy (please check all that apply)?

☐ City Website
☐ City's Facebook Page
☐ City's Twitter
☐ City email blast
☐ The Legal Record
☒ Word of mouth
☐ Other _____

SECTION FOUR

Signature: I swear or affirm that I am a citizen of the United States, and a resident of the City of Gardner, Kansas, that I am at least 18 years old, that if convicted of a felony, I have been pardoned or had my civil rights restored and that I have told the truth on this application.

Signature

1-25-2021
Date

NOTE: If you are not appointed to serve at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur.

Return application to the City Clerk's Office, 120 E. Main Street, Gardner, KS 66030
Email: cityclerk@gardnerkansas.gov Fax: (913) 856-0997

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

Applicant Name: CHRISTOPHER ROBERTS	
Residence/Property Address: [redacted]	
Date Residence Established (MM/DD/YY): 02/01/2015	Birthdate (MM/DD/YY): [redacted]
Mailing Address: [redacted]	
Home Phone:	Work Phone: [redacted]
Cell Phone: [redacted]	Email Address: [redacted]
Place of Employment: MATT STANLEY ALLSTATE	
Position held: SALES PRODUCER	Product/Service rendered: INSURANCE PRODUCTS
Spouse's place of employment: BROOKDALE HOME HEALTH	
Position held: OFFICE ADMINISTRATOR	Product/Service rendered: HOME HEALTH

SECTION ONE

The office of City Council must be held by a qualified elector.

1. Are you registered to vote at the above property address? ☒ Yes ☐ No
   If "yes," skip to the next section. If "no," answer questions 2-3.

2. Please provide proof of U.S. Citizenship. Provide a copy or show the document to the City Clerk. Acceptable documents include:
   - Birth certificate that verifies U.S. citizenship
   - U.S. passport (may be expired)
   - U.S. naturalization documents or the number of the certificate of naturalization
   - Bureau of Indian Affairs card number, tribal treaty number or tribal enrollment number
   - U.S. hospital record of birth indicating place of birth in the U.S.
   - U.S. military record of service showing the applicant's name and U.S. birthplace

3. Have you been convicted of a felony under the laws of any State or of the United States? ☐ Yes ☐ No
   a. If "yes," have you been pardoned for such conviction or had your civil rights restored? ☐ Yes ☐ No
   b. If "yes," provide an executed authorization to conduct a criminal records search to verify such pardon or restoration of civil rights and submit documentation demonstrating such pardon or restoration of civil rights.

SECTION TWO

1. Have you attended a City Council meeting? ☒ Yes ☐ No
   VIRTUALLY
2. Why do you wish to serve on the City Council?

   I FEEL, AS A MEMBER OF THIS GREAT COMMUNITY, THAT I COULD HELP AND OFFER MY SERVICES - TO IT. THERE IS NOTHING MORE SACRED IN OUR COUNTRY THAN THE ABILITY TO HAVE CIVIL DISCOURSE AND DIVERSE IDEAS TO LEAD OUR COMMUNITIES.
3. Have you served on any other City board or commission? ☐ Yes ☒ No

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

4. The City Council meets on the first and third Monday of the month at 7:00 p.m. How much time can you devote to serving each month?

   AS MUCH AS NEEDED OF ME.

5. Describe any work or volunteer experience you have related to the function of the City Council.

   I HANDLE THE CHAMBER OF COMMERCE DUTIES FOR OUR OFFICE.

6. Please list your areas of expertise and education that would benefit the City Council.

   - HOME + PROPERTY VALUATIONS. - INSURANCE REQUIREMENTS.
   - LOCAL COMMUNITY CONCERNS - FAMILY GROWTH (5 children)

7. Do you or your spouse have any monetary interest, direct or indirect, to any pending or incomplete transaction or contract to which the City is, or is to be, a party? ☐ Yes ☒ No
   a. If "yes," please explain:

SECTION THREE

1. How did you learn about this vacancy (please check all that apply)?

   ☐ City Website
   ☒ City's Facebook Page
   ☐ City's Twitter
   ☒ City email blast
   ☐ The Legal Record
   ☒ Word of mouth
   ☐ Other _____

SECTION FOUR

Signature: I swear or affirm that I am a citizen of the United States, and a resident of the City of Gardner, Kansas, that I am at least 18 years old, that if convicted of a felony, I have been pardoned or had my civil rights restored and that I have told the truth on this application.

Signature

1/20/2021
Date

NOTE: If you are not appointed to serve at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur.

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Email: cityclerk@gardnerkansas.gov Fax: (913) 856-0997

GARDNER KANSAS
Blazing New Trails

City Councilmember Application

Applicant Name: John L Tramble Jr	
Residence/Property Address: [redacted]	
Date Residence Established (MM/DD/YY): 03/3/2017	Birthdate (MM/DD/YY): [redacted]
Mailing Address: [redacted]	
Home Phone: [redacted]	Work Phone: [redacted]
Cell Phone: [redacted]	Email Address: [redacted]
Place of Employment:	
Position held: Realtor	Product/Service rendered: Residential Home Sales
Spouse's place of employment: Advent Health Medical Center	
Position held: Neo Natal Intensive Care nurse	Product/Service rendered: Healthcare

SECTION ONE

The office of City Council must be held by a qualified elector.

1. Are you registered to vote at the above property address? ☑ Yes ☐ No
   If "yes," skip to the next section. If "no," answer questions 2-3.

2. Please provide proof of U.S. Citizenship. Provide a copy or show the document to the City Clerk. Acceptable documents include:
   - Birth certificate that verifies U.S. citizenship
   - U.S. passport (may be expired)
   - U.S. naturalization documents or the number of the certificate of naturalization
   - Bureau of Indian Affairs card number, tribal treaty number or tribal enrollment number
   - U.S. hospital record of birth indicating place of birth in the U.S.
   - U.S. military record of service showing the applicant's name and U.S. birthplace

3. Have you been convicted of a felony under the laws of any State or of the United States? ☐ Yes ☑ No
   a. If "yes," have you been pardoned for such conviction or had your civil rights restored? ☐ Yes ☐ No
   b. If "yes," provide an executed authorization to conduct a criminal records search to verify such pardon or restoration of civil rights and submit documentation demonstrating such pardon or restoration of civil rights.

SECTION TWO

1. Have you attended a City Council meeting? ☑ Yes ☐ No

2. Why do you wish to serve on the City Council?

   My desire to promote the City of Gardner as a city of diversity and to serve its citizens is why I wish to be appointed to the City Council Board.

3. Have you served on any other City board or commission? ☐ Yes ☑ No

City Councilmember Application

4. The City Council meets on the first and third Monday of the month at 7:00 p.m. How much time can you devote to serving each month?

   I can devote the time necessary to address what is on the Council's Agenda.

5. Describe any work or volunteer experience you have related to the function of the City Council.

   I am a member of the Gardner Rotary and the Leroy Hill Chapter of the American Legion.
   I was elected 3 times as Union President at Air Traffic Control facilities where I was responsible for facilitating agreement between management and the facility employees.

6. Please list your areas of expertise and education that would benefit the City Council.

   I am a United States Air Force Veteran. A Retired Air Traffic Controller with 26 years of Govenment Service. I've been elected Union President to represent Air Traffic Controllers which involved numerous classes in negotiation and conflict resolution. I am currently a licensed Realtor in Kansas and Missouri which requires me to have the ability to seek through questions what's best for my clients.

7. Do you or your spouse have any monetary interest, direct or indirect, to any pending or incomplete transaction or contract to which the City is, or is to be, a party? ☐ Yes ☑ No
   a. If "yes," please explain:

SECTION THREE

1. How did you learn about this vacancy (please check all that apply)?

   ☐ City Website
   ☐ City's Facebook Page
   ☐ City's Twitter
   ☐ City email blast
   ☐ The Legal Record
   ☑ Word of mouth
   ☐ Other _____

SECTION FOUR

Signature: I swear or affirm that I am a citizen of the United States, and a resident of the City of Gardner, Kansas, that I am at least 18 years old, that if convicted of a felony, I have been pardoned or had my civil rights restored and that I have told the truth on this application.

John L Tramble Jr
_____ Signature

1/28/2021
_____ Date

NOTE: If you are not appointed to serve at this time, your application will be kept on file for 12 months from the date it was received and will be reconsidered as vacancies occur.

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