AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, April 19, 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 April 19, 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. Proclaim April 22, 2021 as Earth Day in the City of Gardner, Kansas
2. Proclaim April 30, 2021 as Arbor Day in the City of Gardner, Kansas
3. Proclaim the week of April 18-24, 2021 as Crime Victims' Rights Week in the City of Gardner, Kansas
4. 2021-2025 Capital Improvement Program

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 April 5, 2021
2. Standing approval of City expenditures prepared March 31, 2021 in the amount of $1,341,609.87; March 31, 2021 in the amount of $152,145.74; April 2, 2021 in the amount of $169,907.59; and April 9, 2021 in the amount of $1,342,681.96
3. Consider approving the issuance of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2021
4. Consider appointments to the Planning Commission
5. Consider authorizing the execution of a contract with SK Design Group Inc. for design of the Quail Meadows Trail Project
6. Consider authorizing the execution of agreements to acquire right-of-way and easements for the US-56, Sycamore to Old US-56 Reconstruction Project
7. Consider authorizing the execution of a contract with Capital Electric Line Builders, Inc. for the Moonlight Road and Madison Street Traffic Signal project
8. Consider authorizing payment for easements for the Prairie Trace development waterline improvements
9. Consider accepting court-ordered compensations and appraisal fees and authorizing payment for easement acquired through Eminent Domain as required to install waterline improvements for the Prairie Trace development

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider authorizing the execution of a contract with Haynes Equipment for replacement of the Kill Creek WRRF UV Disinfection and Recycled Water Systems
2. Consider adopting an ordinance approving a rezoning from R-2 to R-1 District for approval of a portion of lot 216 of the proposed Aspen Creek V subdivision
3. Consider adopting an ordinance approving a rezoning from R-2 District to RP-4 District; and consider approving the associated Preliminary Development Plan for Meadows of Aspen Creek II

OLD BUSINESS

1. Consider authorizing the execution of a contract with Gardner Disposal, Inc. for the 2021 City-Wide Clean Up

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.

AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, April 19, 2021, 7:00 p.m.

NEW BUSINESS

1. Consider adopting a resolution setting a public hearing and providing consideration of amending a Community Improvement District within in the City (Main Street Market Place)
2. Consider adopting a resolution setting a public hearing and providing for the consideration of amending a TIF district in the City (Main Street Market Place)
3. Consider adopting an ordinance approving the execution and delivery of a development agreement for a development project within the City (Plaza South) and amending Ordinance No. 2364 changing the start date of the Plaza South Community Improvement District
4. Consider adopting a resolution authorizing the construction of certain sewerage system improvements and authorizing the issuance of general obligation bonds to pay the cost of such improvements
5. Consider adopting a Charter Ordinance amending Charter Ordinance No. 27 establishing the term of office and swearing-in of members of the City's Governing Body
6. Consider adopting an ordinance amending Chapter 2.05.040 of the Municipal Code of the City, entitled "Governing Body Rules of Procedure"

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT

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

PROCLAMATION

WHEREAS, the first Earth Day was celebrated with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's resources; and

WHEREAS, Earth Day was created to allow us to reflect on the health of our planet and the importance of environmental stewardship, safeguarding our planet and its natural resources to ensure we and future generations will have a clean, healthy world in which to live, work and recreate; and

WHEREAS, Earth Day is celebrated annually to celebrate the beauty of our planet, recommit to actions to promote a heathy environment, and to maintain a peaceful, just and sustainable world; and

WHEREAS, Earth Day is an opportunity to renew America's commitment to preserving and protecting the state of our environment through community service and responsible stewardship; and

WHEREAS, the theme for Earth Day 2021 is "Restore Our Earth", which focuses on natural processes, emerging green technologies, and innovative thinking that can restore the world's ecosystems.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim April 22, 2021 as

Earth Day

in the City of Gardner, Kansas and urge all citizens to celebrate and commit to protect and enhance the long-term health of the natural environment and community.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 19th day of April 2021.

CITY OF GARDNER, KANSAS

_____
Steve Shute, Mayor

(SEAL)

Attest:

_____
Sharon Rose, City Clerk

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim April 30, 2021 as

Arbor Day

in the City of Gardner, Kansas and urge all citizens to celebrate and support efforts to protect our trees and woodlands.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 19th day of April 2021.

CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

(SEAL)

Attest:

_____

Sharon Rose, City Clerk

PROCLAMATION

WHEREAS, being the victim of a crime and navigating the criminal justice system can be a frightening and confusing experience; and

WHEREAS, progress in improving the treatment of crime victims has been made through the efforts of thousands of victims and survivors who have turned their own experiences into a force for positive change, ensuring others can receive justice, meaningful assistance, and compassionate treatment before the law; and

WHEREAS, through the dedicated work of advocates, lawmakers, and victim service providers, there is a growing array of services and resources available to victims and their loved ones; and

WHEREAS, identifying, reaching, and serving all crime victims is essential; and

WHEREAS, Crime Victims' Rights Week provides an opportunity to commit and ensure that accessible, appropriate, and trauma-informed services are offered to all crime victims; and

WHEREAS, we owe gratitude and appreciation to community members, victim service providers, and criminal justice professionals who are committed to improving the response to all crime victims and survivors so they may find assistance, support, and justice; and

WHEREAS, the City of Gardner is hereby dedicated to supporting victims and survivors in the aftermath of crime, building resilience in our community, and bringing hope and healing to all victims and survivors.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim April 18-24, 2021 as

Crime Victims' Rights Week

in the City of Gardner, Kansas. In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 19th day of April 2021.

CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

(SEAL)

Attest:

_____

Sharon Rose, City Clerk

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 4**

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2021-2025 Capital Improvement Program

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Finance Director Matthew Wolff will present the 2021-2025 Capital Improvement Program to the Governing Body.

Attachments:

1) 2021-2025 CIP Summary Report
2) 2021-2025 CIP Project Sheets
3) 2021-2025 CIP Summary Report for Unfunded Projects
4) 2021-2025 CIP Project Sheets for Unfunded Projects

City of Gardner, Kansas

Capital Improvement Program

2021 thru 2025

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Parks and Recreation								
Quail Meadows Neighborhood Park Development	*PR1702*	2		350,000				*350,000*
Quail Meadows Trail	*PR1902*	n/a	427,000					*427,000*
South Center Trail Resurfacing	*PR2201*	1		525,000				*525,000*
Parks and Recreation Total			427,000	875,000				*1,302,000*
Public Works								
Acquire Land - Gardner Property	*AP2001*	n/a					402,500	*402,500*
Terminal Building and FBO Hangar Replacement	*AP2301*	3			1,000,000			*1,000,000*
Moonlight Road Safe Routes to Schools	*PW1705*	2	455,000					*455,000*
Moonlight and Madison Signals	*PW1901*	3	294,300					*294,300*
Waverly Road Reconstruction from 175th to Madison	*PW2001*	3	3,010,000					*3,010,000*
Hilltop Ridge BD1 - 167th St and Offsite Sewer	*PW2005*	1	878,600					*878,600*
Hilltop Ridge BD2 - First Plat Improvements	*PW2006*	1	431,900					*431,900*
Moonlight Road Rehab (I-35 to Buffalo Trail)	*PW2101*	4		50,000	440,000			*490,000*
Main Street Reconstruction (Sycamore to Old-56)	*PW2103*	1	5,680,800					*5,680,800*
Center Street Rehab (Main to 167th)	*PW2201*	3			60,000	1,520,000		*1,580,000*
Gardner Rd. Bridge over I-35	*PW2203*	1		3,400,000	13,800,000			*17,200,000*
Center Street Sidewalk Improvements	*PW2301*	3	85,000	556,000				*641,000*
I-35 and US-56 Interchange Improvements	*PW2304*	2		144,200	832,100			*976,300*
167th Street Center to Moonlight	*PW2404*	3	50,000	590,000				*640,000*
Public Works Total			10,885,600	4,740,200	16,132,100	1,520,000	402,500	*33,680,400*
Utilities								
Replace Lube Oil Cooling System CT 1	*EL2003*	3	100,000					*100,000*
Circuit 31 Overhead Rebuild	*EL2101*	5				150,000		*150,000*
New Substation Metering Station	*EL2102*	3	500,000					*500,000*
Overhaul Diesel Engine Unit 1	*EL2103*	2	50,000					*50,000*
Upgrade Combustion Turbine Controls 1 & 2	*EL2202*	2		450,000				*450,000*
Prairie Trace 3-Phase Underground Power line	*EL2203*	3		300,000				*300,000*
Sub 4 Land Acquisition	*EL2204*	3		100,000	450,000			*550,000*
34-45 Automated Padmount Switchgear Cabinet	*EL2301*	4			75,000			*75,000*
W 175th & S Claire Rd 21-22 Circuit Backfeed	*EL2401*	3				200,000		*200,000*
Substation #1 T2 Upgrade	*EL2502*	5					100,000	*100,000*
GRATA Water Infrastructure	*WA2001*	1	1,600,000					*1,600,000*
Replace Media Filter	*WA2201*	2		170,000				*170,000*
Water Transmission Line Preliminary Design	*WA2202*	1		1,100,000				*1,100,000*
New Intake Structure - Hillsdale Lake	*WA2203*	1		200,000	3,300,000			*3,500,000*
183rd Street Water Interconnection with W7	*WA2204*	2		200,000				*200,000*
Quail Meadows Water Main Extension	*WA2301*	3				500,000		*500,000*
183rd Tower Rehab	*WA2302*	2			150,000			*150,000*
New Water Transmission Line	*WA2501*	1					7,150,000	*7,150,000*
Replace BDP Belt Press at Kill Creek Facility	*WW1901*	1	500,000					*500,000*
WWTP Clarifier #1& 2 Improvements	*WW1904*	2	400,000					*400,000*
Replace UV System	*WW2001*	1	400,000					*400,000*

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Nike L.S. and Forcemain Improvements	*WW2002*	3	150,000	500,000				*650,000*
Remove Sunset Lift Station	*WW2004*	3	15,000	15,000	170,000			*200,000*
Sunflower Street Sewer Improvement	*WW2101*	2		30,000	170,000			*200,000*
WWTP Advanced Nutrient Removal	*WW2301*	1		450,000	5,400,000			*5,850,000*
Line Maintenance Building	*WW2302*	3			875,000			*875,000*
White Drive Gravity Main Replacement	*WW2502*	2			165,000	2,035,000		*2,200,000*
Utilities Total			3,715,000	3,515,000	10,755,000	2,885,000	7,250,000	*28,120,000*
GRAND TOTAL			15,027,600	9,130,200	26,887,100	4,405,000	7,652,500	*63,102,400*

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Parks and Recreation
Contact	Park and Recreation Director
Type	Improvement
Useful Life	Unlimited
Category	Park: Construction
Priority	2 Very Important
Status	Active
Total Project Cost:	$350,000

Project #	PR1702
Project Name	Quail Meadows Neighborhood Park Development

Cash or Debt: Cash

Description

Quail Meadows Neighborhood Park was designed in 2007 with plans to construct in 2008. The project was put on hold due to the downturn in the economy. The park is designed to be similar to other neighborhood parks and to include playground equipment, picnic shelter, trails, landscaping and other support amenities.

The park property is located within the Quail Meadows residential neighborhood off of 167th Street. The property is owned by the City and will connect to the future greenway system outlined in the Parks System Master Plan.

Justification

The Parks System Master Plan identifies the property for neighborhood park development. The goal is to keep residents within 1/2 mile to 1 mile of a park. The National Recreation & Park Association recommends 1/4 to 1/2 mile service radius for neighborhood parks.

Many of the lots within Quail Meadows have been developed and development in the area has picked up.

Efforts are being made to secure outside funding assistance with the development costs and to also develop the first phase of the trail system along the west fork of Kill Creek. Once developed, Quail Meadows Park will tie into the trail.

Expenditures	2021	2022	2023	2024	2025	Total
Construction		350,000				350,000
Total		350,000				350,000

Funding Sources	2021	2022	2023	2024	2025	Total
Capital Improvement Reserve Fund		34,750				34,750
Grants		315,250				315,250
Total		350,000				350,000

Budget Impact/Other

General Maintenance Labor: $8,300 annual cost
Turf and Landscaping: $2,500 annual cost
Bi-annual Crack Sealing: $1,100 annual cost
Slurry Seal every five years: $,1200 annual cost
Total annual cost of maintaining the new park is $13,100.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Parks and Recreation
Contact	Park and Recreation Director
Type	Improvement
Useful Life	15 years
Category	Park Improvements
Priority	n/a
Status	Active
Total Project Cost:	$427,000

Project #	PR1902
Project Name	Quail Meadows Trail

Cash or Debt: Cash

Description

The park property is located within the Quail Meadows residential neighborhood off of 167th Street. The property is owned by the City and will connect to the future greenway system outlined in the Parks System Master Plan.

Justification

Efforts are being made to secure outside funding assistance to develop the first phase of the trail system along the west fork of Kill Creek. Once developed, Quail Meadows Park will tie into the trail.

Expenditures	2021	2022	2023	2024	2025	Total
Planning/Design	52,000					52,000
Construction	375,000					375,000
Total	427,000					427,000

Funding Sources	2021	2022	2023	2024	2025	Total
Capital Improvement Reserve Fund	177,880					177,880
Grants	249,120					249,120
Total	427,000					427,000

Budget Impact/Other

The Parks and Recreation Department will maintain the trail.
Bi-annual Crack Sealing: $1,100 annual cost
Slurry Seal every five years: $,1200 annual cost

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Parks and Recreation
Contact	Park and Recreation Director
Type	Improvement
Useful Life	20 years
Category	Park Improvements
Priority	1 Critical
Status	Active

Project #	PR2201
Project Name	South Center Trail Resurfacing

Cash or Debt: Cash

Description

South Center Street Bicycle/Pedestrian Pathway trail replacement @ 6,450 l.f.

Justification

Most of the asphalt trails in Gardner were originally constructed without having soil testing and installed without an aggregate base. These factors combined with extreme weather conditions has created significant damage to the South Center trail. This trail was built in 2003 and is one of the most visible and traveled trails within the City of Gardner.

A new City standard implemented in 2018 would require any replaced/new trail would be concrete for durability and a longer lifespan.

Expenditures	2021	2022	2023	2024	2025	Total
Planning/Design		40,000				40,000
Construction		485,000				485,000
Total		525,000				525,000

Funding Sources	2021	2022	2023	2024	2025	Total
Infrastructure Special Sales Tax Fund		525,000				525,000
Total		525,000				525,000

Budget Impact/Other

Construction estimated at $50/lf at 10' wide

This trail would be maintained by the Parks and Recreation Department.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Land Acquistion
Useful Life	Unlimited
Category	Airport
Priority	n/a
Status	Active
Total Project Cost:	$402,500

Project #	AP2001
Project Name	Acquire Land - Gardner Property

Cash or Debt: Cash

Description

Acquire land in Runway 35 approach. Funded with 90% FAA NPE funding.

Justification

Acquiring the tract will give the Airport control of land within the existing Runway Protection Zone. This will allow for the future improvement of runway 17-35.

The project is required and per FAA is the next project eligible for non-primary entitlement funding (NPE).

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition					402,500	402,500
Total					402,500	402,500

Funding Sources	2021	2022	2023	2024	2025	Total
Airport Fund					40,250	40,250
Federal Aviation Administration					362,250	362,250
Total					402,500	402,500

Budget Impact/Other

Requires potential debt financing prior to all FAA NPE funding.

Funding for future principal and interest payments will come from the Airport Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Improvement
Useful Life	30 years
Category	Airport
Priority	3 Important
Status	Active
Total Project Cost:	$1,000,000

Project #	AP2301
Project Name	Terminal Building and FBO Hangar Replacement

Cash or Debt: Debt

Description

Demolition and replacement of existing flight school and terminal buildings, per the business and economic development plan and terminal design.

Justification

Recommended in the 2009 Airport Master Plan. Current facility is not serviceable, and extensive areas are not useable.

Business and Economic Plan will assist in determining the facility to be designed and constructed. Scope of the project, and construction cost is currently unknown.

Expenditures	2021	2022	2023	2024	2025	Total
Construction			1,000,000			1,000,000
Total			1,000,000			1,000,000

Funding Sources	2021	2022	2023	2024	2025	Total
Airport Fund			500,000			500,000
KDOT			500,000			500,000
Total			1,000,000			1,000,000

Budget Impact/Other

Potential revenue increase with additional tenants with improved space. May attract new business.

Potential decrease in utility and maintenance costs.

Funding for future principal and interest payments will come from the Airport Fund and Kansas Airport Improvement Funding (KAIP). KAIP has provided a grant for the Business and Economic Plan, and the Terminal Design.

Project is estimated with 50% KAIP matching funds.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Improvement
Useful Life	20 years
Category	ADA Improvements
Priority	2 Very Important
Status	Active
Total Project Cost:	$495,000

Project #	PW1705
Project Name	Moonlight Road Safe Routes to Schools

Cash or Debt: Cash

Description

Moonlight Road from Warren Street to White Drive. The project fills in gaps of the existing sidewalk and trail network. The scope of work will include new sidewalks and trails, ADA-compliant ramp improvements, and pavement marking.

Justification

There are currently two elementary schools and one middle school that draw students from the area east of Moonlight Road south of US-56. The existing sidewalk and trail network in this area has many gaps that need to be filled to provide pedestrian access to these schools.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
40,000	Land Acquisition	20,000					20,000
Total	Engineering	25,000					25,000
	Construction	410,000					410,000
	Total	455,000					455,000

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
40,000	Grants	252,000					252,000
Total	Infrastructure Special Sales Tax Fund	203,000					203,000
	Total	455,000					455,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Improvement
Useful Life	20 years
Category	Street Construction
Priority	3 Important
Status	Active
Total Project Cost:	$397,000

Project #	PW1901
Project Name	Moonlight and Madison Signals

Cash or Debt: Cash

Description

Install signals at the Moonlight and Madison Intersection. Interconnection between the signals at Lincoln Lane and US-56 are also included along with a pedestrian crossing upgrade where the Gardner Greenway crosses Madison. Construction is proposed for 2021.

Justification

With the opening of the Casey's store at the southwest corner, the intersection has seen an increase in traffic volumes. The traffic report for Casey's identified left turning movements were an 'F'. Increased traffic and additional development will likely create a condition were signal warrants are met.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
102,700	Construction	284,300					284,300
Total	Construction Engineering	10,000					10,000
	Total	294,300					294,300

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
102,700	CARS	153,500					153,500
Total	Special Highway Fund	140,800					140,800
	Total	294,300					294,300

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Improvement
Useful Life	15 years
Category	Street Reconstruction
Priority	3 Important
Status	Active
Total Project Cost:	$3,269,000

Project #	PW2001
Project Name	Waverly Road Reconstruction from 175th to Madison

Cash or Debt: Debt

Description

Waverly Road from 175th to Madison is a rural 2-lane section with no sidewalks and open ditches. It is currently one of the main routes for accessing both the high school and a large commercial tract just south of the school. The project will widen Waverly to 3 lanes and provide a trail, sidewalk, and lighting. Affinis Corp. is currently performing the design. Construction is proposed to begin in 2021.

Justification

The two lane rural section is not sized to handle the additional traffic from the development of the commercial tract located at the northeast corner of the 175th and Waverly intersection. In addition to the narrow road section, open ditches and no sidewalks create both flooding and safety issues for students walking to school.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
259,000	Land Acquisition	20,000					20,000
Total	Construction	2,920,000					2,920,000
	Inspection	10,000					10,000
	Utility Relocation	60,000					60,000
	Total	3,010,000					3,010,000

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
259,000	CARS	1,465,000					1,465,000
Total	Special Highway Fund	1,545,000					1,545,000
	Total	3,010,000					3,010,000

Budget Impact/Other

Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Improvement
Useful Life	20 years
Category	Wastewater
Priority	1 Critical
Status	Active
Total Project Cost:	$1,010,000

Project #	PW2005
Project Name	Hilltop Ridge BD1 - 167th St and Offsite Sewer

Cash or Debt: Debt

Description

Hilltop Ridge is a multi-phase residential development that at full build out will contain 150 single-family lots. The construction of the first phase includes 31 single-family lots.

In 2020, the City created a Special Benefit District for construction of offsite sanitary sewer improvements and 167th Street improvements.

Justification

The infrastructure improvements are required to provide services to the new development.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
131,400	Construction	878,600					878,600
Total	Total	878,600					878,600

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
131,400	Benefit District	878,600					878,600
Total	Total	878,600					878,600

Budget Impact/Other

General Obligation Temporary Notes were issued 2020. Permanent finacing will be issued when the improvements are complete. Future principal and interest payments will come from special assessments.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Improvement
Useful Life	20 years
Category	Storm Sewer/Drainage
Priority	1 Critical
Status	Active
Total Project Cost:	$500,000

Project #	PW2006
Project Name	Hilltop Ridge BD2 - First Plat Improvements

Cash or Debt: Debt

Description

Hilltop Ridge is a multi-phase residential development that at full build out will contain 150 single-family lots. The construction of the first phase includes 31 single-family lots.

In 2020, the City created a Special Benefit District for construction of First Plat onsite infastructure improvements (sewer, stormwater, and other related improvements).

Justification

The infrastructure improvements are required to provide services to the new development.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
68,100	Construction	431,900					431,900
Total	Total	431,900					431,900

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
68,100	Benefit District	431,900					431,900
Total	Total	431,900					431,900

Budget Impact/Other

General Obligation Temporary Notes were issued 2020. Permanent finacing will be issued when the improvements are complete. Future principal and interest payments will come from special assessments.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Maintenance
Useful Life	15 years
Category	Street and Concrete Rehabilitat
Priority	4 Less Important
Status	Active
Total Project Cost:	$490,000

Project #	PW2101
Project Name	Moonlight Road Rehab (I-35 to Buffalo Trail)

Cash or Debt: Cash

Description

Improvements are needed for this rural roadway section before an interchange can be built at Moonlight. The road will remain a 2-lane section unless development dictates otherwise. This project is expected to have CARS funding for 50% of the construction costs. Depending on development, certain improvements will be needed (mill/overlay, widen ditches, etc.) south of Grand.

Justification

Some of the improvements have been made with previous projects including the Grand and Moonlight intersection with USD231 Benefit District. There has been discussion of a new interchange at Moonlight. With very limited city and state funding available, combined with the process to get approval and construct, it will be many years (10 - 20) before the interchange is built. The existing road needs major maintenance to prevent a much more extensive reconstruction in the future.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition			10,000			10,000
Engineering		50,000				50,000
Construction			420,000			420,000
Construction Engineering			10,000			10,000
Total		50,000	440,000			490,000

Funding Sources	2021	2022	2023	2024	2025	Total
CARS			210,000			210,000
Special Highway Fund		50,000	230,000			280,000
Total		50,000	440,000			490,000

Budget Impact/Other

There will be additional labor and maintenance associated with the new infrastructure; however, costs for mowing the right-of-way and maintaining the drainage ditches will be reduced.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Maintenance
Useful Life	20 years
Category	Street Construction
Priority	1 Critical
Status	Active
Total Project Cost:	$6,078,000

Project # PW2103

Project Name Main Stre et Reconstruct ion (Sycamore to Old-56)

Cash or Debt: Debt

Description

Reconstruction of the existing 4-lane roadway on Main St (US-56) from Sycamore to 275' west of Old 56 Highway. The City has received commitment from KDOT to partially fund the construction.

Justification

The existing concrete roadway has deteriorated significantly over the past winter with most joints failing.

Prior	Expenditures	2021	2022	2023	2024	2025	Total
397,200	Land Acquisition	173,800					173,800
Total	Construction	5,245,000					5,245,000
	Construction Engineering	262,000					262,000
	Total	5,680,800					5,680,800

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
397,200	CARS	735,000					735,000
Total	Developer Contribution	400,000					400,000
	KDOT	3,000,000					3,000,000
	Special Highway Fund	1,545,800					1,545,800
	Total	5,680,800					5,680,800

Budget Impact/Other

Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Maintenance
Useful Life	15 years
Category	Street and Concrete Rehabilitat
Priority	3 Important
Status	Active
Total Project Cost:	$1,580,000

Project #	PW2201
Project Name	Center Street Rehab (Main to 167th)

Cash or Debt: Debt

Description

The road varies from a 2-lane section to a 4-lane section between US 56 (Main) and 167th Street. This road is one of the city's main north/south arterials and rehabilitation is needed. With the length and varying width of the road, this is a fairly involved project.

Justification

Partial road reconstruction is needed to protect one of the city's two main north/south arterials. However, it is critical for asset/infrastructure management, economic development, quality of life and fiscal stewardship (all 4 of the City Council's goals).

Failure to reconstruct sections of the road (some base patching, curb replacement, mill/overlay and striping) will create the need for complete reconstruction.

Expenditures	2021	2022	2023	2024	2025	Total
Engineering			60,000			60,000
Construction				1,500,000		1,500,000
Construction Engineering				20,000		20,000
Total			60,000	1,520,000		1,580,000

Funding Sources	2021	2022	2023	2024	2025	Total
CARS				750,000		750,000
Special Highway Fund			60,000	770,000		830,000
Total			60,000	1,520,000		1,580,000

Budget Impact/Other

Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Improvement
Useful Life	40 years
Category	Street Reconstruction
Priority	1 Critical
Status	Active
Total Project Cost:	$17,200,000

Project #	PW2203
Project Name	Gardner Rd. Bridge over I-35

Cash or Debt: Debt

Description

This project is the second phase of improvements to the I-35 and Gardner Road interchange. KDOT hired HDR to perform the preliminary design of the proposed diverging diamond interchange and final design of a new bridge over I-35. The project will preserve right-of-way relocate utilites for the future interchange. Construction is proposed to begin in KDOT FY 2024.

Justification

The existing bridge over I-35 is considered functionally obsolete. It is extremely narrow and has no provision for pedestrians or bicycles.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition		800,000				800,000
Engineering		600,000	600,000			1,200,000
Construction			12,000,000			12,000,000
Utility Relocation		2,000,000				2,000,000
Construction Engineering			1,200,000			1,200,000
Total		3,400,000	13,800,000			17,200,000

Funding Sources	2021	2022	2023	2024	2025	Total
KDOT		540,000	6,240,000			6,780,000
MARC			6,000,000			6,000,000
Special Highway Fund		2,860,000	1,560,000			4,420,000
Total		3,400,000	13,800,000			17,200,000

Budget Impact/Other

Future principal and interest payments will come from the Special Highway Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Improvement
Useful Life	30 years
Category	Pedestrian/Bicycle Improveme
Priority	3 Important
Status	Active
Total Project Cost:	$641,000

Project #	PW2301
Project Name	Center Street Sidewalk Improvements

Cash or Debt: Cash

Description

The project will include the construction of a new sidewalk on the west side of Center Street from Shawnee to Mckinley and widening of the existing sidewalk on the Center Street bridge over BNSF railroad. The bridge sidewalk was recommended in the recent Main Street Planning for Sustainable Places Study.

Justification

There is an existing sidewalk gap on the west side of Center Street and pedestrians are forced to walk in the grass. The project will provide a continuous sidewalk. The area serves many students and also several disabled individuals. There is an existing pedestrian crossing at Shawnee Street, which is uncontrolled, that will be removed with this project. The improvements will provide direct access to the downtown area and access to a signalized pedestrian crossing at the Center and Main intersection.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition	10,000					10,000
Construction/Maintenance		506,000				506,000
Engineering	75,000					75,000
Utility Relocation		10,000				10,000
Construction Engineering		40,000				40,000
Total	85,000	556,000				641,000

Funding Sources	2021	2022	2023	2024	2025	Total
MARC		252,000				252,000
Special Highway Fund	85,000	304,000				389,000
Total	85,000	556,000				641,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Improvement
Useful Life	15 years
Category	Street Construction
Priority	2 Very Important
Status	Active
Total Project Cost:	$976,300

Project #	PW2304
Project Name	I-35 and US-56 Interchange Improvements

Cash or Debt: Cash

Description

Addition of traffic signals at the ramp intersections and a right turn lane for northbound traffic and extension of the left turn lane for westbound traffic.

Justification

Traffic studies performed for recent developments indicate that a signal is currently warranted for the southbound ramp intersection.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition		50,000				50,000
Engineering		94,200				94,200
Construction			785,000			785,000
Inspection			47,100			47,100
Total		144,200	832,100			976,300

Funding Sources	2021	2022	2023	2024	2025	Total
KDOT		129,780	748,890			878,670
Special Highway Fund		14,420	83,210			97,630
Total		144,200	832,100			976,300

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Unassigned
Useful Life	20 years
Category	Street Construction
Priority	3 Important
Status	Active
Total Project Cost:	$640,000

Project # PW2404

Project Name 167th Stre et Center t o Moonlight

Cash or Debt: Cash

Description

167th Street Pavement Management.

Justification

A pavement management review indicates the roadway is in need of base repairs and resurfacing.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition	10,000					10,000
Engineering	40,000					40,000
Construction		580,000				580,000
Construction Engineering		10,000				10,000
Total	50,000	590,000				640,000

Funding Sources	2021	2022	2023	2024	2025	Total
CARS		290,000				290,000
Special Highway Fund	50,000	300,000				350,000
Total	50,000	590,000				640,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Maintenance
Useful Life	30 years
Category	Electric Generation
Priority	3 Important
Status	Active
Total Project Cost:	$100,000

Project #	EL2003
Project Name	Replace Lube Oil Cooling System CT 1

Cash or Debt: Cash

Description

CT 1 Lube Oil Cooling replacement.

Justification

The cooling system for CT1 is not performing to allow full turbine output and needs to be cleaned or replaced.

Expenditures	2021	2022	2023	2024	2025	Total
Construction/Maintenance	100,000					100,000
Total	100,000					100,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund	100,000					100,000
Total	100,000					100,000

Budget Impact/Other

Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	40 years
Category	Electric Distribution
Priority	5 Future Consideration
Status	Active
Total Project Cost:	$150,000

Project #	EL2101
Project Name	Circuit 31 Overhead Rebuild

Cash or Debt: Cash

Description

Rebuild 1 mile of aging overhead 3 phase power line which is on the north side of the railroad tracks from Sub 2 at S. Moonlight to 153 S. Oak St. This power line will be installed were the existing power line is. The existing power line is constructed with 8ft. crossarms and the neutral wire is below the phases. The new power line will be constructed with 10ft. crossarms to prevent phases from coming in contact with each other and the neutral wires above the phases for lightning protection.

Justification

The Electric Distribution Division had issues in the past of the phases slapping together from storms on this overhead line. When that happens it blinks the circuit which causes residents lights to flicker on and off. With the new installation we will be able to space the phases farther apart to prevent the phases from coming in contact with each other. This rebuild will also install the neutral on top for lightning protection.

This circuit serves all of our businesses and residents on the south side of Main St. from S. Center St. to S. Moonlight. This circuit provides the means to "back feed" one feeder circuit from the other in the event that one of the circuits is damaged. This connection follows best management practices to provide system redundancy and improved system reliability.

Expenditures	2021	2022	2023	2024	2025	Total
Materials				150,000		150,000
Total				150,000		150,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund				150,000		150,000
Total				150,000		150,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Electric Generation
Priority	3 Important
Status	Active
Total Project Cost:	$500,000

Project #	EL2102
Project Name	New Substation Metering Station

Cash or Debt: Cash

Description

Install current transformer and potential transformer for new metering station.

Both devices are used to measure current and voltage to calculate energy kWh and demand kW.

Justification

Presently the City cannot measure directly the energy being sold from KMEA/SPP. The metering station will provide means to contrast energy being supplied and billed.

Expenditures	2021	2022	2023	2024	2025	Total
Installation	450,000					450,000
Engineering	50,000					50,000
Total	500,000					500,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund	500,000					500,000
Total	500,000					500,000

Budget Impact/Other

Included in the electric rate study.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Maintenance
Useful Life	20 years
Category	Electric Generation
Priority	2 Very Important
Status	Active
Total Project Cost:	$50,000

Project #	EL2103
Project Name	Overhaul Diesel Engine Unit 1

Cash or Debt: Cash

Description

Overhaul existing diesel engine.

Justification

The current diesel engine starter on CT1 is taking longer to bring the turbine up to firing speed, and the engine should be replaced or overhauled.

Expenditures	2021	2022	2023	2024	2025	Total
Construction/Maintenance	50,000					50,000
Total	50,000					50,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund	50,000					50,000
Total	50,000					50,000

Budget Impact/Other

Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Maintenance
Useful Life	10 years
Category	Electric Generation
Priority	2 Very Important
Status	Active
Total Project Cost:	$450,000

Project #	EL2202
Project Name	Upgrade Combustion Turbine Controls 1 & 2

Cash or Debt: Cash

Description

Replace existing PAL Turbine control system with new discrete control system.

Justification

Current controls are obsolete and prone to failures.

Expenditures	2021	2022	2023	2024	2025	Total
Technology Upgrades		450,000				450,000
Total		450,000				450,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund		450,000				450,000
Total		450,000				450,000

Budget Impact/Other

Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	40 years
Category	Electric Distribution
Priority	3 Important
Status	Active
Total Project Cost:	$300,000

Project #	EL2203
Project Name	Prairie Trace 3-Phase Underground Power line

Cash or Debt: Cash

Description

Install 1.5 miles of 3-phase underground electric line for future homes and businesses.

Justification

To serve future homes and business in this area.

Expenditures	2021	2022	2023	2024	2025	Total
Materials		300,000				300,000
Total		300,000				300,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund		300,000				300,000
Total		300,000				300,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Land Acquistion
Useful Life	Unlimited
Category	Electric Generation
Priority	3 Important
Status	Active
Total Project Cost:	$550,000

Project # EL2204

Project Name Sub 4 Land Acquisition

Cash or Debt: Cash

Description

Substation 4 is to be located east of I-35 to serve future development.

Justification

A fourth substation will be needed to serve growth east of I-35 and should be purchased prior to development to preserve a location for this substation. Includes design of new substation.

Expenditures	2021	2022	2023	2024	2025	Total
Planning/Design		100,000				100,000
Land Acquisition			450,000			450,000
Total		100,000	450,000			550,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund		100,000	450,000			550,000
Total		100,000	450,000			550,000

Budget Impact/Other

Minimal, if any, impact to future operating budgets. The project will be cash funded from the Electric Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Electric Distribution
Priority	4 Less Important
Status	Active
Total Project Cost:	$75,000

Project #	EL2301
Project Name	34-45 Automated Padmount Switchgear Cabinet

Cash or Debt: Cash

Description

The current three phase electric cabinet we have now is on the east side of Price Chopper along Lincoln Ln. This cabinet has two separate circuits that feed into this cabinet, one circuit is on the required feed through that are mounted at the top of the cabinet and the other circuit is on portable feed through that are temporarily mounted at the bottom side of cabinet. This cabinet is designed for only one circuit.

Justification

Service reliability and speed of system restoration will be improved by furnishing and installing this automated padmount switchgear cabinet. This padmount switchgear cabinet will be used for back feeding circuits and load shedding purposes. Lineman will no longer have to drive to the sight and manually transfer phases from one feed thru onto the other with a hot stick when circuit switching is required. The new automated padmount switch gear cabinet will be operated remotely from our SCADA system.

Expenditures	2021	2022	2023	2024	2025	Total
Materials			75,000			75,000
Total			75,000			75,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund			75,000			75,000
Total			75,000			75,000

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	40 years
Category	Electric Distribution
Priority	3 Important
Status	Active
Total Project Cost:	$200,000

Project #	EL2401
Project Name	W 175th & S Claire Rd 21-22 Circuit Backfeed

Cash or Debt: Cash

Description

Install 1/4 mile underground from corner W 175th Street and S. Claire Road to North of Claire Road for future new development in this area.

Justification

To serve future new businesses and homes in this area as part of the Mid-Term Growth Area Strategy.

Expenditures	2021	2022	2023	2024	2025	Total
Materials				200,000		200,000
Total				200,000		200,000

Funding Sources	2021	2022	2023	2024	2025	Total
Electric Fund				200,000		200,000
Total				200,000		200,000

Budget Impact/Other

None/Minimal.

Budget Items	2021	2022	2023	2024	2025	Total
Supplies/Materials				200,000		200,000
Total				200,000		200,000

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Electric Distribution
Priority	5 Future Consideration
Status	Active

Project #	EL2502
Project Name	Substation #1 T2 Upgrade

Cash or Debt: Debt

Description

Replace transformer #2 at Substation #1 with a 30MVA transformer.

Justification

The 2017 Revised Electric Master Plan anticipated load growth for 2025 build-out calls for an upgrade to transformer T-2 to 30 MVA capacity.

Expenditures	2021	2022	2023	2024	2025	Total	Future
Planning/Design					100,000	100,000	775,000
Total					100,000	100,000	Total

Funding Sources	2021	2022	2023	2024	2025	Total	Future
Electric Fund					100,000	100,000	775,000
Total					100,000	100,000	Total

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	
Type	Improvement
Useful Life	20 years
Category	Water
Priority	1 Critical
Status	Active
Total Project Cost:	$1,600,000

Project #	WA2001
Project Name	GRATA Water Infrastructure

Cash or Debt: Debt

Description

Provide water infrastructure to service GRATA development.

Justification

Per Development Agreement, the City is responsible for providing the water line extension to the GRATA site (the point west of Claire Road labeled Point #1).

Expenditures	2021	2022	2023	2024	2025	Total
Construction	1,600,000					1,600,000
Total	1,600,000					1,600,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund	1,600,000					1,600,000
Total	1,600,000					1,600,000

Budget Impact/Other

Future principal and interest payments will come from the Water Fund.

Prior
1,600,000
Total

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Water/Wastewater Manager
Type	Maintenance
Useful Life	15 years
Category	Water
Priority	2 Very Important
Status	Active
Total Project Cost:	$170,000

Project #	WA2201
Project Name	Replace Media Filter

Cash or Debt: Cash

Description

Replace the Media Filter at Hillsdale Water Treatment Facility.

Justification

The current filter media was installed in 2006. The manufacturer's recommendation is to replace the media after 15 years of service. In 2021 the media will have been in service for 15 years. The media filter will be closely monitored in case the replacement needs to be done earlier.

Expenditures	2021	2022	2023	2024	2025	Total
Maintenance		170,000				170,000
Total		170,000				170,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund		170,000				170,000
Total		170,000				170,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Water
Priority	1 Critical
Status	Active
Total Project Cost:	$1,100,000

Project #	WA2202
Project Name	Water Transmission Line Preliminary Design

Cash or Debt: Debt

Description

Preliminary design for new water transmission line including land acquisition.

Justification

The city currently has one water transmission line to transport water from Hillsdale WTP. Due to the new expansion a new transmission line is needed to transport the additional capacity flows and ultimate capacity of 12 MGD.

It will also provide redundancy in case of failure of the existing line.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition		200,000				200,000
Engineering		900,000				900,000
Total		1,100,000				1,100,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund		1,100,000				1,100,000
Total		1,100,000				1,100,000

Budget Impact/Other

Future principal and interest payments will come from the Water Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Water
Priority	1 Critical
Status	Active
Total Project Cost:	$3,500,000

Project #	WA2203
Project Name	New Intake Structure - Hillsdale Lake

Cash or Debt: Debt

Description

New Intake Structure to include engineering and construction.

Justification

The existing intake structure has a design capacity of 6.0 MGD. A new intake is needed to supply up to 12 MGD for the Hillsdale WTP ultimate expansion.

The old intake structure could be used as a spare intake when the new intake is out for maintenance.

Expenditures	2021	2022	2023	2024	2025	Total
Engineering		200,000				200,000
Construction			3,300,000			3,300,000
Total		200,000	3,300,000			3,500,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund		200,000	3,300,000			3,500,000
Total		200,000	3,300,000			3,500,000

Budget Impact/Other

Future principal and interest payments will come from the Water Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	20 years
Category	Water
Priority	2 Very Important
Status	Active
Total Project Cost:	$200,000

Project #	WA2204
Project Name	183rd Street Water Interconnection with W7

Cash or Debt: Cash

Description

Install a water interconnection with Rural Water 7

Justification

The City currently has one transmission line to the City and is limited to 4 MGD. Due to Hillsdale Expansion, plant can produce more water than it can transmit. This interconnection will allow an additional 1 MGD from W7 to Gardner in case of an emergency or more water supply to the City.

Expenditures	2021	2022	2023	2024	2025	Total
Construction		200,000				200,000
Total		200,000				200,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund		200,000				200,000
Total		200,000				200,000

Budget Impact/Other

Minimal impact to the O&M budget.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	20 years
Category	Water
Priority	3 Important
Status	Active
Total Project Cost:	$500,000

Project #	WA2301
Project Name	Quail Meadows Water Main Extension

Cash or Debt: Debt

Description

This project is to design and install a waterline to Quail Meadows to provide necessary looping in the system to help improve water quality and minimize the impacts of water outages due to breaks.

Justification

The Quail Meadows subdivision is currently a single point of supply. Due to expansion of the subdivision, a secondary source should be installed to prevent water outage in case of a main break that runs along 167th Street.

Expenditures	2021	2022	2023	2024	2025	Total
Construction Engineering				500,000		500,000
Total				500,000		500,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund				500,000		500,000
Total				500,000		500,000

Budget Impact/Other

Minimal impact. Future principal and interest payments will come from the Water Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Maintenance
Useful Life	10 years
Category	Water
Priority	2 Very Important
Status	Active
Total Project Cost:	$150,000

Project #	WA2302
Project Name	183rd Tower Rehab

Cash or Debt: Debt

Description

Perform tower maintenance to include, but not limited to interior sediment cleanout, sandblast all rusted and abraded interior areas, apply epoxy primer, replace existing roof vent, and install mixing system.

Justification

The tower was inspected in 2020 and work in the interior is needed to preserve tower integrity and water quality.

Expenditures	2021	2022	2023	2024	2025	Total
Maintenance			150,000			150,000
Total			150,000			150,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund			150,000			150,000
Total			150,000			150,000

Budget Impact/Other

This project will not add to ongoing operating costs.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Water/Wastewater Manager
Type	Improvement
Useful Life	40 years
Category	Water
Priority	1 Critical
Status	Active
Total Project Cost:	$7,150,000

Project #	WA2501
Project Name	New Water Transmission Line

Cash or Debt: Debt

Description

Construct a 20 inch Water Transmission Line from Hillsdale Plant along Moonlight Road.

Justification

WTP can produce up to 7 MGD but existing water transmission line is limited to 4 MGD.
Provide redundancy if primary transmission goes out of service.

Expenditures	2021	2022	2023	2024	2025	Total
Construction					7,150,000	7,150,000
Total					7,150,000	7,150,000

Funding Sources	2021	2022	2023	2024	2025	Total
Water Fund					7,150,000	7,150,000
Total					7,150,000	7,150,000

Budget Impact/Other

Future principal and interest payments will come from the Water Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Water/Wastewater Manager
Type	Improvement
Useful Life	30 years
Category	Wastewater
Priority	1 Critical
Status	Active
Total Project Cost:	$500,000

Project #	WW1901
Project Name	Replace BDP Belt Press at Kill Creek Facility

Cash or Debt: Debt

Description

The current belt press is 30 years old and was bought as a reconditioned unit.

Justification

We are seeing our processed sludge out of the unit at 14-16 % dry weight. New rotary fan units are getting the processed sludge weights to 22-24%. This difference in weight reduction will create some cost savings.

Expenditures	2021	2022	2023	2024	2025	Total
Materials	450,000					450,000
Installation	50,000					50,000
Total	500,000					500,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund	500,000					500,000
Total	500,000					500,000

Budget Impact/Other

The new fans will be able to process more sludge, which will result in annual cost savings of $40,000. The estimated savings are due to reduced costs for labor, water and electric usage. Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Maintenance
Useful Life	20 years
Category	Wastewater
Priority	2 Very Important
Status	Active
Total Project Cost:	$400,000

Project #	WW1904
Project Name	WWTP Clarifier #1& 2 Improvements

Cash or Debt: Debt

Description

Clarifiers are used to help settle the biological solids in the treatment process. The clarifiers are large circular basins located outside (exposed to the elements) and they experience continuous flow. Components need to be rebuilt and system is susceptible to algae growth. Clarifier improvements include covers and scrubber replacement.

Justification

As identified in the 2015 Wastewater Utility Assessment (Section 5.1.5), the center drives have been rebuilt once and damage has occurred to a scraper arm. The launder brush arms and brushes are worn and do not effectively remove algae. Manual cleaning is a safety issue.

The assessment recommends Launder Covers ($140,000) and replacement of scrubber and scrubber arms ($60,000) to help mitigate algae growth.

Expenditures	2021	2022	2023	2024	2025	Total
Maintenance	400,000					400,000
Total	400,000					400,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund	400,000					400,000
Total	400,000					400,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	20 years
Category	Wastewater
Priority	1 Critical
Status	Active
Total Project Cost:	$400,000

Project #	WW2001
Project Name	Replace UV System

Cash or Debt: Debt

Description

UV disinfection is a physical process that neutralizes microorganisms as they pass by ultraviolet lamps submerged in the effluent. The plant currently has two 4.5MGD closed chamber units oriented perpendicular to the incoming flow.

Justification

Current system (2001/2002 timeframe) experiences frequent breaks during high flows causing water to leak into the lower level of the building - also averaging $4k in bulb replacement each year along with continual ohm resistor replacement.

The 2015 Wastewater Utility Assessment (5.1.8) recommended replacement of the UV system. This replacement should consider closed-chamber unit containing lamps that are parallel to the flow. The replacement will be done during the plant expansion.

Expenditures	2021	2022	2023	2024	2025	Total
Equip/Vehicles/Furnishings	400,000					400,000
Total	400,000					400,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund	400,000					400,000
Total	400,000					400,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	20 years
Category	Wastewater
Priority	3 Important
Status	Active
Total Project Cost:	$650,000

Project #	WW2002
Project Name	Nike L.S. and Forcemain Improvements

Cash or Debt: Debt

Description

Construct new lift station and forcemain at Nike LS.

Justification

To serve proposed growth area between S Gardner Road, S Moonlight, 191st Street and W 199th Street as recommended by 2017 Master Plan.

Expenditures	2021	2022	2023	2024	2025	Total
Engineering	150,000					150,000
Construction		500,000				500,000
Total	150,000	500,000				650,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund	150,000	500,000				650,000
Total	150,000	500,000				650,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	Unlimited
Category	Wastewater
Priority	3 Important
Status	Active
Total Project Cost:	$200,000

Project #	WW2004
Project Name	Remove Sunset Lift Station

Cash or Debt: Cash

Description

Design and construct a gravity sewer line to remove the Sunset lift station from the system.

Justification

The Sunset Lift Station was built in a location that can be served with gravity sewer and is currently overloaded requiring an upgrade to the lift station. This could lead to potential backups due to the lack of capacity. The project was identified the 2009 Wastewater Master Plan. Project costs were revised by staff.

Expenditures	2021	2022	2023	2024	2025	Total
Planning/Design	15,000					15,000
Engineering		15,000				15,000
Construction			170,000			170,000
Total	15,000	15,000	170,000			200,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund	15,000	15,000	170,000			200,000
Total	15,000	15,000	170,000			200,000

Budget Impact/Other

Maintenance cost savings on the lift station would offset the cost of the gravity lines within 25 years. The cost of maintenance per lift station is approximately $20,000/station for this type of station.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	20 years
Category	Wastewater
Priority	2 Very Important
Status	Active
Total Project Cost:	$200,000

Project #	WW2101
Project Name	Sunflower Street Sewer Improvement

Cash or Debt: Cash

Description

Upsize sewer line to accommodate future flow.

Justification

Due to new development (Tall Grass) the line needs to be upsized to handle future flows.

Expenditures	2021	2022	2023	2024	2025	Total
Engineering		30,000				30,000
Construction			170,000			170,000
Total		30,000	170,000			200,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund		30,000	170,000			200,000
Total		30,000	170,000			200,000

Budget Impact/Other

None/Minimal.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	20 years
Category	Wastewater
Priority	1 Critical
Status	Active
Total Project Cost:	$5,850,000

Project #	WW2301
Project Name	WWTP Advanced Nutrient Removal

Cash or Debt: Debt

Description

Install Advanced Nutrient Removal System at WWTP.

Justification

Installation of an anaerobic selector basin to achieve the nutrient removal required by future operating permits.

Expenditures	2021	2022	2023	2024	2025	Total
Engineering		450,000				450,000
Construction			5,400,000			5,400,000
Total		450,000	5,400,000			5,850,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund		450,000	5,400,000			5,850,000
Total		450,000	5,400,000			5,850,000

Budget Impact/Other

Future principal and interest payments will come from the Wastewater Fund.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Wastewater
Priority	3 Important
Status	Active
Total Project Cost:	$875,000

Project #	WW2302
Project Name	Line Maintenance Building

Cash or Debt: Debt

Description

Relocate Line Maintenance staff to new facility.

Justification

Line Maintenance staff has grown from 5 to 9 persons over the past 3 years and current office space is limited. A new building near the Energy Center will be built to house all staff, materials and equipment.

Expenditures	2021	2022	2023	2024	2025	Total
Construction Engineering			875,000			875,000
Total			875,000			875,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund			437,500			437,500
Water Fund			437,500			437,500
Total			875,000			875,000

Budget Impact/Other

Future principal and interest payments will come from the Water and Wastewater Funds.

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Utilities
Contact	Utility Director
Type	Improvement
Useful Life	30 years
Category	Wastewater
Priority	2 Very Important
Status	Active
Total Project Cost:	$2,200,000

Project #	WW2502
Project Name	White Drive Gravity Main Replacement

Cash or Debt: Debt

Description

Replace the gravity main between Washington and Madison Street, between Madison and Colleen Dr., and West to Collen and Center Street.

Justification

Gravity main is undersized for expected flows at current and full build out. Development of unannexed properties south of the BNSF RR will not be possible until this project is complete. No additional development can be permitted in the East Lift station basin or in the gravity basin above the BNSF crossing until this project is complete. Design should begin at least a year prior to the construction. The project was identified by staff and confirmed by the 2009 Wastewater Master Plan.

This will replace several pipe runs that are over 50 years old. In addition, it will add capacity to allow development of the unincorporated area south of the BNSF tracks and other areas south of US 56.

Expenditures	2021	2022	2023	2024	2025	Total
Planning/Design			165,000			165,000
Contingency				200,000		200,000
Engineering				135,000		135,000
Construction				1,700,000		1,700,000
Total			165,000	2,035,000		2,200,000

Funding Sources	2021	2022	2023	2024	2025	Total
Wastewater Fund			165,000	2,035,000		2,200,000
Total			165,000	2,035,000		2,200,000

Budget Impact/Other

This project will create an estimated $2,000 in savings each year due to lower expenditures for chemicals and repair work. Future principal and interest payments will come from the Wastewater Fund.

City of Gardner, Kansas

Capital Improvement Program

2021 thru 2025

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Public Works								
Gardner Lake Spillway	*PW2206*	3		717,000				*717,000*
Gardner Destination Downtown - Phase 1	*PW2305*	3		370,000	3,500,000			*3,870,000*
Gardner Road, 199th to I-35	*PW2601*	3					1,200,000	*1,200,000*
Public Works Total				1,087,000	3,500,000		1,200,000	*5,787,000*
GRAND TOTAL				1,087,000	3,500,000		1,200,000	*5,787,000*

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Improvement
Useful Life	40 years
Category	Unassigned
Priority	3 Important
Status	Unfunded
Total Project Cost:	$717,000

Project #	PW2206
Project Name	Gardner Lake Spillway

Cash or Debt: Debt

Description

Replacement of the existing Gardner Lake Spillway.

Justification

The existing Gardner Lake Spillway has deteriorated to a point that it needs complete replacement.

Expenditures	2021	2022	2023	2024	2025	Total
Construction		717,000				717,000
Total		717,000				717,000

Funding Sources	2021	2022	2023	2024	2025	Total
SMAC		294,000				294,000
Unfunded		423,000				423,000
Total		717,000				717,000

Budget Impact/Other

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	Public Works Director
Type	Unassigned
Useful Life	20 years
Category	Street Reconstruction
Priority	3 Important
Status	Unfunded
Total Project Cost:	$3,870,000

Project #	PW2305
Project Name	Gardner Destination Downtown - Phase 1

Cash or Debt: Debt

Description

Reconstruct Elm Street from Washington to Warren and reconstruct Park St from Center to Sycamore. Improvements will include pavement, storm drainage, and sidewalks.

Justification

Elm Street and Warren Street are in great disrepair and require improvements beyond surface repair. Improvements to the street drainage are needed to prevent future deterioration.

Expenditures	2021	2022	2023	2024	2025	Total
Land Acquisition		20,000				20,000
Engineering		350,000				350,000
Construction			3,500,000			3,500,000
Total		370,000	3,500,000			3,870,000

Funding Sources	2021	2022	2023	2024	2025	Total
KDOT			3,150,000			3,150,000
Unfunded		370,000	350,000			720,000
Total		370,000	3,500,000			3,870,000

Budget Impact/Other

Capital Improvement Program

2021 *thru* 2025

City of Gardner, Kansas

Department	Public Works
Contact	City Engineer
Type	Improvement
Useful Life	30 years
Category	Street Reconstruction
Priority	3 Important
Status	Unfunded
Total Project Cost:	$8,250,000

Project #	PW2601
Project Name	Gardner Road, 199th to I-35

Cash or Debt: Debt

Description

Widen and improve the existing 2-lane roadway to a 4-lane divided arterial street. Project will include pavement, curb and gutter, storm sewer, and lighting.

Justification

The existing 2-lane roadway is narrow with no shoulders and open ditches. As the City expands and continues to develop to the south, increased traffic will necissitate these improvements.

Expenditures	2021	2022	2023	2024	2025	Total	Future
Land Acquisition					100,000	100,000	7,050,000
Engineering					1,000,000	1,000,000	Total
Utility Relocation					100,000	100,000	
Total					1,200,000	1,200,000	

Funding Sources	2021	2022	2023	2024	2025	Total	Future
Unfunded					1,200,000	1,200,000	7,050,000
Total					1,200,000	1,200,000	Total

Budget Impact/Other

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2021 – 37
April 5, 2021

The City Council of the City of Gardner, Kansas met in regular session on April 5, 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, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the 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. Proclaim the month of April as Autism Awareness and Acceptance Month in the City of Gardner, Kansas

Mayor Shute read into record a proclamation that the month of April be known as Autism Awareness and Acceptance Month in the City of Gardner, Kansas.

Sawyer Hinck accepted the proclamation and thanked his friends and family for their support.

2. Johnson County Commissioner Shirley Allenbrand

BOCC Commissioner Shirley Allenbrand was not in attendance.

PUBLIC HEARINGS

PUBLIC COMMENTS

No members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on March 15, 2021**
2. **Standing approval of City expenditures prepared March 8, 2021 in the amount of $2,504,767.19; March 12, 2021 in the amount of $421,773.07; March 18, 2021 in the amount of $1,498,024.04; March 19, 2021 in the amount of $204,226.39; and March 26, 2021 in the amount of 471,350.66**
3. **Consider approving the City's contribution to health insurance premiums for the 2021-2022 plan year**
4. **Consider authorizing the execution of Change Order #1 for the extension of the Prairie Trace East Sewer Interceptor project**
5. **Consider authorizing an agreement with Charter Communications Operating, LLC for 500Mbps fiber internet service for Gardner City Hall**
6. **Consider authorizing the execution of a contract extension with BHC Rhodes for construction observation services at Tuscan Farms**
7. **Consider executing an agreement between WaterOne, Grata, and Gardner associated with the Prairie Trace waterline extension project**
8. **Consider authorizing the execution of a contract with Gardner Disposal, Inc. for the 2021 City-Wide Clean Up**

Councilmember Winters Asked to remove items 7-8 from the Consent Agenda.

Councilmember Gregorcyk Asked to remove item 5 from the Consent Agenda.

Councilmember Baldwin made a motion to approve items 1–4 and 6 on the Consent Agenda.

Councilmember Deaton Seconded.

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

Discussion of Consent Agenda Item 5, Consider authorizing an agreement with Charter Communications Operating, LLC for 500Mbps fiber internet service for Gardner City Hall

Councilmember Gregorcyk wanted to ensure that the city is saving money with this move and receiving better service. City Administrator Pruetting confirmed. The city has had a contract with CenturyLink for several years. The contract is set to expire. Staff considered providers with the capacity to serve the city, which are CenturyLink and Spectrum. Through informal bidding, they are getting better service, quality service at a reduced price. Gregorcyk asked if CenturyLink bid on this. Pruetting said they did not bid. This is not new service; this is replacing the existing service.

Councilmember Gregorcyk made a motion to approve Consent Agenda item 5, authorize the City Administrator to enter into a five-year agreement with Charter Communications Operating, LLC for 500Mbps fiber internet service for Gardner City Hall at a cost of $950 per month.

Councilmember Deaton Seconded.

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

Discussion of Consent Agenda Item 7, Consider executing an agreement between WaterOne, Grata, and Gardner associated with the Prairie Trace waterline extension project

Councilmember Winters asked for a brief summary of the expense. Winters also noted that WaterOne will “retain full ownership of the main extension, fire hydrants, and other appurtenances” and asked if that was typical that the city pays for it and installs it and WaterOne gets ownership. City Administrator Pruetting said yes, WaterOne has the territory, by state statute they have exclusive rights. Staff asked if they would either sell or swap that territory and they were not interested. The city had previously done a water study with WaterOne and RWD7 on an interconnection. With that study , they had some preliminary design and costs, and that’s why they estimated closely what the cost would be. The city taking on the cost was part of the development agreement to encourage Grata to Gardner. It gives the city the opportunity to expand tax base and other enhancements like retail, restaurants, entertainment options. Councilmember Gregorcyk said the estimated tax value is $260 Million, so the return on investment is more than where they want to be. The agreements are state statute. Pruetting said there will be some cost recovery through benefit districts.

Councilmember Winters made a motion to approve Consent Agenda item 7, authorize the Mayor to execute an Inter-Governmental and Private Party Agreement between WaterOne, Grata Development, LLC and City of Gardner associated with the Prairie Trace waterline extension for an estimated cost of $1,584,448.72.

Councilmember Baldwin Seconded.

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

Discussion of Consent Agenda Item 8, Consider authorizing the execution of a contract with Gardner Disposal, Inc. for the 2021 City-Wide Clean Up

Councilmember Winters is in favor of this, but there are a lot of questions on the changes and restrictions. City Administrator Pruetting said prior to canceling the program last year, the estimate was that it would likely cost more than $100,000. Staff put restrictions on it, and Gardner Disposal said without those restrictions, they wouldn’t have bid. The cost has gone up 600-700% since the program started. Gardner Disposal has a program where customers can call individually for large item pick up at a cost, like $55 for an appliance, $25 for a mattress. Residents can do this on their own. Staff had to limit the program to ensure they wouldn’t go over $100,000.

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Winters said it wouldn't limit most people. Most only have a few items. Pruetting said the limit is 4 items per household. Winters asked if this would take place in one day. Pruetting said it would take place over two weekends, north and south. Councilmember Deaton clarified there would be one weekend in between the two dates. Pruetting said it was requested in May, following the garage sale weekend. Mayor Shute said the tradition of this program is established, but it's becoming very expensive. This is what they need to do to keep the costs down. As Pruetting noted, without those restrictions they wouldn't have had any bidders. Councilmember Baldwin asked if Gardner Disposal had a minimum. Pruetting said $40,000 is minimum. Public Works Director Headlee said the bid form guaranteed at least 200 tons. Baldwin said it's gone up exponentially. In 2019, it was 342 tons. There won't be less tonnage two years later, with people being home because of COVID and after the garage sale. The number won't be less than the max they authorize. People note this as not spending tax dollars wisely; it doesn't benefit everyone. Everyone could use it, but some won't. Those who won't are subsidizing others' trash pickup. He supports moving to a ticket system. The city can negotiate number of homes and rates with Gardner Disposal, charge the household an amount, and they get a ticket to put on their garbage. People that want to use the service would benefit from the city-negotiated rate, but no use of tax dollars and no one is subsidizing someone else. Pruetting noted there is no max on this year's event, they won't know until it's over and everything is weighed. There has never been a max. Councilmember Gregorcyk said putting in measures is prudent. He estimates 1/3 of the residents put out bulky items. A ticketing system and nominal fee would drive down the participation and control costs. This would be a way to regulate it and they can reassess in outlying years. Pruetting said they would have to send this back out for bid and there would be an administrative burden. Winters supports doing it the way it's proposed this year and then plan something different for next year. Councilmember Roberts said it's hard to communicate. Even with tickets, people would still put trash out. Deaton said there's a limited list of what's allowed, but that doesn't mean everyone follows it. It's not up to collectors to police it. If someone puts out 5 items, they'll pick up 5 items. Roberts said if they are only supposed to pick up 4 items, they will only pick up 4 items. Pruetting said going to specific addresses would be burdensome. Baldwin said there wouldn't be extra burden. If they drive down a street and see trash, they check for tickets and pick up. Deaton said if residents bought tickets, they could submit with their address so the company could plan. Gregorcyk said the administrative burden is less than what the city will spend. Shute asked if they want to keep it the way it is for this year. They are a month out. Gregorcyk asked if the date is firm. Baldwin said they can discuss and move it to a later date. Historically it's been after the garage sales. Roberts said it may depend on staffing of Gardner Disposal. They have tentatively planned to have a set number of trucks and staff. Baldwin said if they don't want to bid it, they won't bid. Shute said there's concern that if they make these changes, there won't be any bidders. Roberts would keep it as it's presented for this year. Winters agreed. He receives a lot of positive feedback on this. There were a lot of unhappy people when it was canceled last year. Deaton is concerned with not having a maximum. Roberts noted they've approved other items not in the budget. Baldwin said not open-ended, they all have not-to-exceed numbers. Deaton said they can't set a not-to-exceed number because they could pick up the south side and hit the number. Baldwin said they could monitor tonnage as they go to the landfill and stop when they are close to the maximum, but then some may not get picked up. That's why he proposed the ticket system. Shute said there isn't time to put that in place this year. Gregorcyk said it's hard to support no maximum with taxpayer dollars, when they spent almost $1 Million for electric 4 months ago. Shute said it comes out of different funds. Shute asked for consensus to table this and come back with options. Gregorcyk supports the ticket idea. Pruetting said staff can work with Gardner Disposal and see what they are and are not willing to do. He asked if they are looking to completely offset cost with tickets. Baldwin supports that. Gregorcyk doesn't need a 100% cost recoup, but there should be some cost offset. Winters wants to see the numbers. Shute said bulk rate is a negotiated rate on bulk pick-up for everyone. Pruetting said an option could be to discount the price of individual items. If it's a one-day event, they may discount individual items and when residents buy a ticket, they can write down what it's supposed to be before they put it on. Baldwin said it needs to benefit residents and the business. What does it take for Gardner Disposal to do this job? What number do they need to see to be worth it? Based on that number, the city can look at pricing. Residents could submit if they will be in the pick-up for the ticket process and they would know how much per person that would cost and compare to the normal rate. Shute said what if Gardner Disposal said to get the bulk rate the city would need to guarantee the first $40,000, is that acceptable? Baldwin said it depends on the number of tickets sold. Shute said the city would backstop the first $40,000 no

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matter how many tickets are sold. Baldwin said they could advertise for two weeks and see how many tickets are sold. They can set it based on the rate they want to charge people. Gardner Disposal will get their fee regardless if they collect it from residents or the city pays it. Winters can see 50 people signing up if they are paying a portion. Baldwin said then they will see how many they are subsidizing. Gregorcyk said the data they get from this would tell them how good the program is. The service is provided with good intentions, but there is no data to understand if they need to provide it. There may be other services they could provide that benefit a greater portion of the population.

Councilmember Gregorcyk made a motion to table Consent Agenda item 8, authorize the execution of a contract with Gardner Disposal, Inc. for the 2021 City-wide Clean Up for a guaranteed total of $40,000.00 and authorize the City Administrator to approve additional costs at $200.00 per ton based on actual tonnage collected.

Councilmember Baldwin 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 accepting a voluntary annexation with landowner consent

Community Development Director David Knopick said staff received a petition from a property owner. It's just west of the Hilltop Ridge development. Utilities are going in now. The reason for the request is that the individual may want to tie into utilities when they become available, and they will need to be within city limits.

Councilmember Deaton made a motion to accept the voluntary consent annexation request of Shawn Hatton and adopt an ordinance annexing land to the City of Gardner, Kansas.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2696.

Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes

***2.* Consider adopting an ordinance amending section 9.20.020(A) of the Gardner Municipal Code relating to exemptions to open burn permits**

City Administrator Jim Pruetting received an email from a resident regarding the prohibition of burning on Sundays and holidays. Fire Chief Kirk said it has been on the books in Gardner for 40-50 years. Gardner is an outlier and the fire district had a special permit just for the city because of this. Chief Kirk recommended the code be changed and allow burning on Sundays and holidays. There is no practical reason for the prohibition to continue.

Councilmember Gregorcyk appreciated Pruetting reaching out to Chief Kirk. He asked if they would still have a burn permit and go through the process. Pruetting confirmed; it would go through the fire department.

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Councilmember Roberts appreciated the prompt attention and getting this fixed. Mayor Shute said most didn't realize there was a prohibition.

Councilmember Gregorcyk made a motion to adopt an ordinance amending section 9.20.020 of the Gardner Municipal Code relating to the exemption to open burning prohibitions.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2697.

Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes
Winters:	Yes

COUNCIL UPDATES

Community Development Director Knopick said they have an EDAC meeting next Wednesday at the Justice Center. He noted he is out of office for the remainder of the week.

Shute asked Parks Director Bruce about pool opening in May. Bruce said they hope to open in some form, but still working on details. Staff are working with other area agencies and the county on opening safely.

Utilities Director Garcia said the Hillsdale expansion is completing construction of most of the components. They should have substantial completion by the end of May. They have an eminent domain hearing for the Prairie Trace force main scheduled for Wednesday.

City Attorney Denk said he was absent last meeting. There was discussion on elections and charter ordinance. He received the minutes from the city clerk. He noted three options, as he understood. The first one is to serve out term of the individual to whose position one is appointed. The second option is to serve until next general election. The third option was special election discussion. Denk has concerns about the special election option, as it could be exceedingly confusing for voters. There would be people running for two-year terms, others for four-year terms. They don't have the ability to state that someone could not file for both a two-year and a four-year term, because qualifications for office are prescribed by state statute. The easiest and most straightforward is the way they've been doing it. Option 1 and 2 are viable. Option 2 is a policy decision regarding staggered tenures. Mayor Shute said in order to have staggered terms, the seat is treated differently than other seats. If someone is serving 18 months and be up for election for a four-year term because the others are four years, now there's no staggering. They could have four members of the council on one election cycle. It destroys the spirit of staggering. Denk noted that if they go with option 1, the stagger stays in place. Denk asked for clarification that when referring to a special election, they aren't referring to calling an election at a time other than the general election. It would just be early for that term. Shute confirmed, it would only be special because it is for two years. The other positions would be four year, but to keep staggering, that particular seat would be two years. Councilmember Baldwin supports leaving it as it is; it keeps the staggering. Councilmember Winters agreed. Councilmember Gregorcyk said the community deserves to elect their officials versus an appointment. Shute said they either have staggering maintained through serving out the term, or they have a special election and consider that seat separately from the other seats up for regular election. Gregorcyk said they would serve until the next general. Shute said no; if they serve until the next general, they break the staggering. Denk said there's an assumption that the person who was appointed will run for election, but that's not required. Three people could file for the two-year term and the same three people could file for the four-year term. Qualifications for office are set by state statute. Shute said state statute allows them to run for more than one seat. Councilmember Deaton said they could run for both and still have a potential appointment. If they win both seats, and they choose the four years, then council still appoints someone for the two-year term. Baldwin asked if they could home-rule out of running for two offices. Deaton asked how often do people leave before halfway through their term? Councilmember Roberts

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noted they had 4 appointments in 2011, so it has happened. Deaton clarified they were before the halfway mark. Shute said two of them were. It happens frequently in Gardner. Denk said it happens everywhere. Shute said mot municipalities follow serving out the rest of the term. Roberts supports serving to the next general election. She doesn't believe they need to stagger. It's what they've always done, but why? Shute said they don't want complete turnover of council in one election. Roberts said the people running should have done research and know what is happening. As long as good qualified people run, which normally happens, she doesn't know why they need to stagger. Baldwin said as the only city in the county that's had a successful recall election, there's concern. Shute said he supports continuity, and if everyone is up for election in one cycle, there's no continuity and creates uncertainty. Shute asked for consensus. Baldwin and Winters support leaving it as is with staggering. Gregorcyk wants to look at it down the road, but leave it as is. City Administrator Pruetting asked if they want staff to clarify the 'as is', because there was confusion. Shute confirmed, and asked for examples of other municipalities to see how they manage it.

City Administrator Pruetting said staff is working on CIP and budget. There was discussion about doing a work session on CIP to focus on the wastewater solution. Staff has had discussions with KDHE and GBA. They have done the anti-degradation study, went through potential designs for a wastewater plant on the south side, and KDHE limited the size and ability to introduce additional nutrients into the Hillsdale watershed. That solution is no longer feasible. They need to consider additional options, like do they build on the south side, where KDHE asked them to pump the effluent 5 miles east to Sweetwater. That's not a feasible option. Limiting the size of the plant to 750,000 gallons with no potential to expand in the future is no good. To expand Kill Creek for future needs in the next 10-15 years, they will need to install parallel lines and other things. They are revisiting all options and excluding the Hillsdale watershed as an option. Instead of doing a work session on CIP, Finance Director Wolff will give a presentation at the next meeting. Pruetting continued, stating that he and Director Knopick met with Lime Scooters and the mayor was approached by Bird Scooters. Before they get to proposals and start using staff time for permitting and licensing, Pruetting requested feedback from council. Shute noted they are seeking permits and no subsidy from the city. Pruetting confirmed. He noted that for a city of this size, having two operators is problematic. They would need to put out an RFP. Councilmember Winters doesn't see the need. It's premature until they see downtown redevelopment and start proceeding with that. Councilmember Roberts said the streets aren't good for this right now; they aren't set up for it. Councilmember Deaton said there isn't downtown parking. In many areas, there are downtown parking areas, and then people can grab a bike or scooter and travel around. They don't have parking downtown. Councilmember Baldwin said they don't have a group of citizens requesting this business; it's premature. Shute asked if they need a regulation that would prohibit this for now. Pruetting said they have changed their business model. Early on, they would put them in the city and not say anything. They have evolved from that practice. Councilmember Gregorcyk noted he used them in San Diego, but it was in a downtown area and he was traveling to a downtown district. He agreed with Winters; it's premature for this community. They don't have the infrastructure that would promote and support that market. They don't have the attractions that would support it. Pruetting said if they are allowed on trails and sidewalks, it diminishes the walkability that the city is trying to establish. Gregorcyk noted concerns about safety. City Attorney Denk said municipalities he's worked with don't allow them on sidewalks because of speed. JCPRD started a program allowing e-bikes on hike-and-bike trails but not scooters. The UPOC now states that cities are permitted to prohibit these types of scooters on the operation on their streets. The state statute was amended last year, in anticipation of this. Shute asked if they wanted to prohibit for now until they look at the downtown plan. He noted there's consensus that the city is not ready. Baldwin said they are no longer dropping them off, there's no need to put a law in place. Shute noted there's clear direction from council.

Mayor Shute clarified a statement from last meeting regarding the discussion on fire district appointments. Shute mistakenly said he spoke with Edgerton Mayor Don Roberts. Shute did not speak with Roberts on it; he spoke with Commissioner Allenbrand. She had told Shute that Mayor Roberts spoke with her on this issue. Shute told Mayor Roberts he would make the clarification and correction on the record.

Councilmember Gregorcyk appreciated Mayor Shute for pointing that out. Gregorcyk asked what was the Q4 2020 and the Q1 2021 transient guest tax revenue. What are the contributions of the revenue stream? Shute

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requested that staff summarize that in the Friday Minute Memo. Gregorcyk referenced the Friday Minute Memo from the previous Friday regarding an update from Pruetting. The subcommittee met and two primary options were discussed to mitigate that impact were the use of the electric fund to offset part or all the additional power cost and spreading the cost adjustment over a longer period. Gregorcyk's math showed this would equate to $20-$30. Was there any other discussion from that meeting they could share to the community? He noted the number aren't in, and there are credits and lawsuits. Pruetting said they looked at what they considered a manageable PCA increase. People who may have difficulty with that have services available to help them pay for their utilities. This year, the city increased its contribution from $15,000 to $25,000. There are still funds available. Through Gardner, Johnson Co., and the state, there is access to substantial subsidies for utilities. If those funds are depleted, it would be a better use of city funds to supplement that fund to help people that are in need. This is part of a bigger discussion about the utility infrastructure. The electric fund is large, but there are things in the future that are going be expensive, particularly with wastewater. They may potentially offset that with lowering electric rates to spend down that fund and offset some increase that they will need on sewer rates. Doing this and depleting the fund now while the increases are manageable seems premature. Gregorcyk believes the electric fund should have a balance necessary to support the electric department. He also believes they only spend a portion of the pilot payment in lieu of taxes on other utilities. They don't want to deplete the fund just because it's there. It is a savings account for catastrophic situations. He would support reducing the electric rates supplementing a portion of the electric fund in order for taxpayers to not have 100% of the burden based on growth or preventive maintenance needed. Pruetting noted the sustainability of utility infrastructure is not just dependent on the expansion on the east side of the highway; there are needs now with Kill Creek. They are not just spending money on the east side. To be financially responsible with utility funds, they need to look at what ratepayers pay in the aggregate. Rates will fluctuate with improvements, but if they can keep it as close to where they are now, they will be in better shape. Mayor Shute said there is flexibility on the electric rates. Wastewater doesn't make money, but is a need. Councilmember Winters asked if there is a way to individually allow people to extend the time to pay back the PCA. The all-electric houses are substantial, can they individually spread it out over two years? Shute said they are making individualized payment arrangements with everyone. Councilmember Baldwin noted that no one is being shut off and everyone is eligible for the level payment plan to spread it over 12 months. He also noted that 80% of the community are gas users, and the gas bills are going to be high, so it's not just all-electric users in this situation. Shute noted that there are lawsuits involving gas providers.

Councilmember Baldwin thanked Director Garcia and the line maintenance staff for looking into a potential issue recently and providing great service.

Mayor Shute noted the letting schedule for US56 construction, is there a hard date for starting this project? Director Headlee doesn't have a date, but can look into it. Pruetting said they knew about the letting in June and construction would start in July. Construction should take a year for completion. Shute noted they won't be able to pour concrete over winter. Councilmember Gregorcyk asked if it was pushed back or not. Pruetting said the original letting date was November, and then it got moved to the spring, and then the local manager said the original timeline wasn't realistic and that's why it was moved to June. Shute wants to make sure they stay to that date. Shute noted he received an email from Missy Brown regarding Project Grad. COVID-19 has suppressed donations to the program. It's important for the seniors to have that fun and safe evening. She is seeking additional donations from the city. Shute said there is money in the mayor/council donations budget, and they could give $2,000 if there was consensus. Gregorcyk asked how much they donated in the past. Finance Director Wolff said they usually give $1500-$2000. Roberts asked if they spend down that budget every year. She would be open to donating more than $2,000 if the budget could support it. Wolff confirmed they donated $1500 last year. Gregorcyk said the kids have had a rough year. Roberts would support a donation of $3,000. Councilmember Baldwin doesn't support any donation. It is not his position to specify for the residents whether they want to donate to any charitable cause. Shute asked for the fund balance; Wolff noted the specific line item ended in 2020. Shute said there is a line item for general donations and support. Gregorcyk asked if this was part of the Mayor's Christmas Tree Fund. Shute clarified no. Baldwin said this is taxpayer money. Shute will get the information and share it. Shute noted a photo everyone received from Rachel Kehl at 16281 Kill Creek Rd. The photo is of a tornado siren right outside their door next to their house, and it leans over their house. They are

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asking for it to be relocated so that it's not so loud in their home. Shute said it would cost $4500 to relocate it. Gregorcyk asked where it would be relocated. Pruetting said Blue Valley Public Safety manages the program. There are some locations identified that would have to be processed through BVPS. It costs BVPS $4500 to move the equipment. The equipment is the city's, but they have to move it and certify it. Director Garcia said the city would move the pole. Gregorcyk asked if there are any other examples in new or existing. Pruetting reviewed locations of the sirens. They are typically in proximity to residential areas, but this one is particularly close. This one is on the front, and they are usually at the backs of houses. Gregorcyk noted he does not oppose this but expressed concern for setting a precedence. Pruetting said this is the closest one he found, and the only one right in front of someone's home. Roberts asked if this was because the pole was there before housing was built. Pruetting confirmed, and said the homeowner was told it would be moved when the new school went in. That was 5 years ago. Shute noted they are usually in the right-of-way, but this is leaning over into the yard. Gregorcyk asked if they are cognizant of this as new subdivisions are planned and work with developers. Pruetting confirmed. He said they have great coverage in the city. This is the furthest one north and west. Shute said more will be going in with additional development. Baldwin asked if they can get a map from BVPS showing the intended coverage of that siren. Pruetting said it's available online. Baldwin asked if they moved it up to city property to the north, would it still cover the people to the south of the extended range. Gregorcyk asked how much is the coverage. Pruetting said there is significant overlap throughout the city. Police Chief Belcher said the coverages may be up to a mile. Gregorcyk noted they would need to make sure the new location is within the current coverage. He asked how soon they could do it. Pruetting said they will contact BVPS and coordinate. Shute said there's consensus to move forward with the relocation.

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Winters the meeting adjourned at 8:26 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
0005093	00	GROUP GARDNER, LLC							
03312021		001498		00	03/31/2021	108-9100-491.49-05	CID DEVELOPMENT	EFT:	152,145.74
							VENDOR TOTAL *	.00	152,145.74
							EFT/EPAY TOTAL ***		152,145.74
							TOTAL EXPENDITURES ****	.00	152,145.74
							GRAND TOTAL **********		152,145.74

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0004828	00	AMERICAN NATIONAL BANK							
04012021		001471		00	03/31/2021	301-0000-102.00-00	2018 LEASE PAYMENT	CHECK #: 127	37,000.00-
04012021		001470		00	03/31/2021	301-9100-491.71-01	2018 LEASE PAYMENT	CHECK #: 127	54,000.00
04012021		001472		00	03/31/2021	301-9100-491.71-02	2018 LEASE PAYMENT	CHECK #: 127	24,223.85
							VENDOR TOTAL *	.00	41,223.85
0004449	00	FIRST OPTION BANK							
03222021		001473		00	03/31/2021	301-9100-491.71-01	2016C LEASE PAYMENT	CHECK #: 122	33,000.00
03222021		001474		00	03/31/2021	301-9100-491.71-02	2016C LEASE PAYMENT	CHECK #: 122	4,691.25
							VENDOR TOTAL *	.00	37,691.25
0000332	00	KANSAS STATE TREASURER							
R1210401111331		001487		00	03/31/2021	117-9100-491.71-02	2016A STREET PROGRAM PH 1	CHECK #: 100	13,050.00
R1210401111328		001490		00	03/31/2021	117-9100-491.71-02	2017A STREET PROGRAM PH 1	CHECK #: 100	13,218.75
R1210401111322		001492		00	03/31/2021	117-9100-491.71-02	2018A STREET PROGRAM PH 2	CHECK #: 100	31,125.00
R1210401111327		001496		00	03/31/2021	117-9100-491.71-02	2019E PMP	CHECK #: 100	10,300.00
R1210401111329		001484		00	03/31/2021	130-9100-491.71-02	2014B KDOT REFUND TR0101	CHECK #: 100	5,881.25
R1210401111327		001496		00	03/31/2021	130-9100-491.71-02	2019E SANTA FE IMPROVE.	CHECK #: 100	19,200.00
R1210401111324		001476		00	03/31/2021	301-9100-491.71-02	2011A PRAIRIEBROOK BD	CHECK #: 100	13,852.50
R1210401111319		001478		00	03/31/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	18,292.19
R1210401111319		001479		00	03/31/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	15,548.36
R1210401111319		001480		00	03/31/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	914.61
R1210401111319		001481		00	03/31/2021	301-9100-491.71-02	2014A USD231 CAMPUS BD	CHECK #: 100	1,829.22
R1210401111329		001483		00	03/31/2021	301-9100-491.71-02	2014B POOL IMPROVEMENTS	CHECK #: 100	1,400.00
R1210401111329		001485		00	03/31/2021	301-9100-491.71-02	2014B KDOT REFUND TR0106	CHECK #: 100	24,500.00
R1210401111331		001488		00	03/31/2021	301-9100-491.71-02	2016A NET CASH REF 2008B	CHECK #: 100	17,850.00
R1210401111328		001491		00	03/31/2021	301-9100-491.71-02	2017A NET CASH REF 2009A	CHECK #: 100	25,650.00
R1210401111322		001493		00	03/31/2021	301-9100-491.71-02	2018A JUSTICE CENTER	CHECK #: 100	228,925.01
R1210401111322		001494		00	03/31/2021	301-9100-491.71-02	2018A POOL IMPROVEMENTS	CHECK #: 100	3,125.00
R1210401111325		001496		00	03/31/2021	301-9100-491.71-02	2019C PLAZA SOUTH BD	CHECK #: 100	7,627.50
R1210401111326		001496		00	03/31/2021	301-9100-491.71-02	2019D WAVERLY PLAZA BD	CHECK #: 100	21,962.50
R1210401111330		001489		00	03/31/2021	501-9100-491.71-02	2016B TAXABLE ELEC TRANSF	CHECK #: 100	8,162.50
R1210401111320		001496		00	03/31/2021	501-9100-491.71-02	2020A ELECTRIC SMART MTRS	CHECK #: 100	77,033.54
R1210401111323		001486		00	03/31/2021	521-9100-491.71-02	2015A KDHE REFUND BONDS	CHECK #: 100	31,950.00
R1210401111320		001496		00	03/31/2021	521-9100-491.71-02	2020A WATER TRTMT PLANT	CHECK #: 100	599,298.23
R1210401111320		001496		00	03/31/2021	521-9100-491.71-02	2020A WATER SMART METERS	CHECK #: 100	25,628.75
R1210401111319		001482		00	03/31/2021	531-9100-491.71-02	2014A WHITE DR SAN SEWER	CHECK #: 100	8,721.88
R1210401111321		001495		00	03/31/2021	531-9100-491.71-02	2019B CRANE & TANK	CHECK #: 100	18,690.00
R1210401111318		001477		00	03/31/2021	551-9100-491.71-02	2013A : 2004D REFUND	CHECK #: 100	1,443.75
							VENDOR TOTAL *	.00	1,245,180.54
0002216	00	PATRIOTS BANK							
03222021		001475		00	03/31/2021	001-3120-431.61-09	2019 DUMP TRUCK LEASE PMT	CHECK #: 129	17,514.23
							VENDOR TOTAL *	.00	17,514.23
							HAND ISSUED TOTAL ***		1,341,609.87
							TOTAL EXPENDITURES ****	.00	1,341,609.87
							GRAND TOTAL **********		1,341,609.87

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
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6099366		001652		00	04/02/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	8.24
6099366		001650		00	04/02/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	36.32
6099366		001648		00	04/02/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	4.39
6099366		001651		00	04/02/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	49.76
6099366		001649		00	04/02/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	4.39
							VENDOR TOTAL *	.00	103.10
0004220	00	AMERICAN TEXTILE MILLS, INC							
30005		001507		00	04/02/2021	531-4320-443.52-20	SUPPLIES	EFT:	246.05
							VENDOR TOTAL *	.00	246.05
0001986	00	ANIXTER, INC.							
4879622-02		001508		00	04/02/2021	501-4130-441.52-31	CABLE SEALING KIT	EFT:	243.03
4879622-03		001509		00	04/02/2021	501-4130-441.52-31	MATERIALS	EFT:	72.36
4889781-00		001510		00	04/02/2021	501-4130-441.52-25	MATERIALS	EFT:	512.34
4889781-00		001511		00	04/02/2021	501-4130-441.52-31	MATERIALS	EFT:	3,590.67
							VENDOR TOTAL *	.00	4,418.40
0099999	00	ANTHONY JOSEPH RUBIN							
094505		001501		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	336.00	
							VENDOR TOTAL *	336.00	
0004994	00	BENEFITS DIRECT							
A7976		001514		00	04/02/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	34.30
A7976		001515		00	04/02/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	30.18
A7976		001516		00	04/02/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.50
A7976		001518		00	04/02/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.28
A7976		001519		00	04/02/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.10
A7976		001521		00	04/02/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	27.80
A7976		001523		00	04/02/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	77.54
A7976		001524		00	04/02/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	253.68
A7976		001525		00	04/02/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.50
A7976		001526		00	04/02/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	9.78
A7976		001527		00	04/02/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	60.36
A7976		001528		00	04/02/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	57.08
A7976		001537		00	04/02/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	60.30
A7976		001538		00	04/02/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	64.48
A7976		001539		00	04/02/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	44.08
A7976		001540		00	04/02/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	33.46
A7976		001530		00	04/02/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	40.80
A7976		001531		00	04/02/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	47.30
A7976		001532		00	04/02/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	95.56
A7976		001533		00	04/02/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	13.90
A7976		001534		00	04/02/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	78.38
A7976		001535		00	04/02/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	62.68
A7976		001536		00	04/02/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	50.58
A7976		001517		00	04/02/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	13.90
A7976		001522		00	04/02/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	37.58
A7976		001529		00	04/02/2021	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50

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
0004994	00	BENEFITS DIRECT							
A7976		001520		00	04/02/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	36.68
A7976		001512		00	04/02/2021	721-0000-202.03-07	MONTHLY BILLING	EFT:	8,152.90
A7976		001513		00	04/02/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	285.12
							VENDOR TOTAL *	.00	9,766.30
0001773	00	BHC RHODES							
38804		PI0172	007391	00	03/25/2021	130-3130-431.62-04	AMENDMENT 1	EFT:	2,810.72
38803		PI0178	007390	00	03/25/2021	403-3130-431.62-02	INSTALLATION	EFT:	2,022.00
38803		PI0179	007392	00	03/25/2021	403-3130-431.62-02	INSTALLATION	EFT:	3,496.80
							VENDOR TOTAL *	.00	8,329.52
0000064	00	BIG O TIRES							
016001-143782		001541		00	04/02/2021	531-4320-443.52-05	MOWER TIRE REPAIR	EFT:	45.68
							VENDOR TOTAL *	.00	45.68
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS827296		PI0174	007584	00	03/24/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	2,727.50
							VENDOR TOTAL *	.00	2,727.50
0004117	00	CENTURYLINK BUSINESS SERVICES							
211557280		001542		00	04/02/2021	602-1340-413.40-03	MONTHLY BILLING	1,521.53	
							VENDOR TOTAL *	1,521.53	
0001739	00	COLE-PARMER INSTRUMENT COMPANY							
2592298		001653		00	04/02/2021	521-4220-442.52-12	CARTRIDGE RESEARCH	EFT:	926.41
							VENDOR TOTAL *	.00	926.41
0000072	00	CONSTRUCTION MATERIALS, INC.							
10675		001543		00	04/02/2021	531-4320-443.52-05	WOOD FOR TRAILER BED	EFT:	520.00
							VENDOR TOTAL *	.00	520.00
0004849	00	CRAIG'S CUSTOM CLEANING							
1829		001544		00	04/02/2021	001-6110-461.52-15	CONCESSION CLEANING	EFT:	395.00
							VENDOR TOTAL *	.00	395.00
0099999	00	DAVID WAYNE MEYER							
094674		001503		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	250.00	
							VENDOR TOTAL *	250.00	
0004998	00	DELTA DENTAL OF KANSAS							
1005114202104		001546		00	04/02/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	46.26
1005114202104		001547		00	04/02/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	111.10
1005114202104		001548		00	04/02/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	18.58
1005114202104		001550		00	04/02/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	64.84
1005114202104		001551		00	04/02/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	203.62
1005114202104		001553		00	04/02/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	92.52
1005114202104		001555		00	04/02/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	296.14
1005114202104		001556		00	04/02/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	830.40
1005114202104		001557		00	04/02/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	18.58

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
0004998	00	DELTA DENTAL OF KANSAS							
1005114202104		001558		00	04/02/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	222.20
1005114202104		001559		00	04/02/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	148.26
1005114202104		001567		00	04/02/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	148.26
1005114202104		001568		00	04/02/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	175.94
1005114202104		001569		00	04/02/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	157.36
1005114202104		001570		00	04/02/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	111.10
1005114202104		001560		00	04/02/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	111.10
1005114202104		001561		00	04/02/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	175.94
1005114202104		001562		00	04/02/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	314.72
1005114202104		001563		00	04/02/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	46.26
1005114202104		001564		00	04/02/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	268.46
1005114202104		001565		00	04/02/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	139.16
1005114202104		001566		00	04/02/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	157.36
1005114202104		001549		00	04/02/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	18.58
1005114202104		001554		00	04/02/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	138.78
1005114202104		001552		00	04/02/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	129.68
1005114202104		001545		00	04/02/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,371.08
							VENDOR TOTAL *	.00	8,516.28
0004096	00	DESIGN 4 SPORTS							
36281		001654		00	04/02/2021	001-6110-461.47-53	SOCCER SHIRTS	EFT:	87.49
36285		001655		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	907.44
36286		001656		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	843.76
36287		001657		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	781.22
36289		001658		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	382.08
36290		001659		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	429.84
36291		001660		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	489.94
36293		001661		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	186.94
36294		001662		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	589.98
36315		001663		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	72.62
36316		001664		00	04/02/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	148.75
							VENDOR TOTAL *	.00	4,920.06
0003960	00	ELLIOTT EQUIPMENT COMPANY							
161025		001571		00	04/02/2021	531-4330-443.52-04	VAC TRUCK SUPPLIES	EFT:	638.17
							VENDOR TOTAL *	.00	638.17
0004946	00	EVERGY							
4469208877		0321001572		00	04/02/2021	521-4220-442.40-05	MONTHLY BILLING	81.08	
							VENDOR TOTAL *	81.08	
0002956	00	FASTENAL CO.							
KSKA3142879		001573		00	04/02/2021	501-4130-441.52-12	SHOP SUPPLIES	EFT:	214.11
							VENDOR TOTAL *	.00	214.11
0001917	00	FLAME-OUT							
60504		001574		00	04/02/2021	531-4320-443.31-15	FIRE EXTINGUISHER INSPECT	EFT:	373.75
							VENDOR TOTAL *	.00	373.75
0001295	00	FOLEY EQUIPMENT COMPANY							

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
0001295	00	FOLEY EQUIPMENT COMPANY							
SS710031194		001575		00	04/02/2021	531-4320-443.31-15	ACTION ALARM REPAIR	EFT:	2,121.65
							VENDOR TOTAL *	.00	2,121.65
0004196	00	FORENSIC PSYCHOLOGY ASSOCIATES, INC							
932		001576		00	04/02/2021	001-2110-421.31-15	PSYCH EVALUATION	EFT:	450.00
							VENDOR TOTAL *	.00	450.00
0000086	00	GALLS, LLC							
017957874		001577		00	04/02/2021	001-2120-421.53-02	SHIRTS	EFT:	340.04
							VENDOR TOTAL *	.00	340.04
0000092	00	GEORGE BUTLER ASSOC., INC.							
61433		PI0180	007476	00	03/23/2021	531-4340-443.61-03	WWTP PLAN & DESIGN	49,491.00	
							VENDOR TOTAL *	49,491.00	
0000181	00	GRAINGER							
9833794374		001578		00	04/02/2021	521-4220-442.52-20	RESPIRATOR & FILTER	EFT:	257.78
9833794382		001579		00	04/02/2021	521-4220-442.52-20	TAPE CARTRIDGE	EFT:	37.52
9833801757		001580		00	04/02/2021	521-4220-442.52-01	SUPPLIES	EFT:	165.49
							VENDOR TOTAL *	.00	460.79
0005006	00	GSI ENGINEERING, LLC							
71179		PI0177	007389	00	02/01/2021	403-3130-431.62-02	MATERIALS TESTING SERVICE	EFT:	6,119.00
							VENDOR TOTAL *	.00	6,119.00
0004993	00	HARTFORD, THE							
362713706572		001581		00	04/02/2021	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
362713706572		001582		00	04/02/2021	001-1140-411.21-02	MONTHLY BILLING	EFT:	12.20
362713706572		001583		00	04/02/2021	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362713706572		001585		00	04/02/2021	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362713706572		001586		00	04/02/2021	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
362713706572		001588		00	04/02/2021	001-1330-413.21-02	MONTHLY BILLING	EFT:	9.16
362713706572		001590		00	04/02/2021	001-2110-421.21-02	MONTHLY BILLING	EFT:	30.56
362713706572		001591		00	04/02/2021	001-2120-421.21-02	MONTHLY BILLING	EFT:	142.22
362713706572		001592		00	04/02/2021	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362713706572		001593		00	04/02/2021	001-3110-431.21-02	MONTHLY BILLING	EFT:	13.74
362713706572		001594		00	04/02/2021	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362713706572		001595		00	04/02/2021	001-3120-431.21-02	MONTHLY BILLING	EFT:	35.14
362713706572		001596		00	04/02/2021	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362713706572		001606		00	04/02/2021	001-6105-461.21-02	MONTHLY BILLING	EFT:	30.56
362713706572		001607		00	04/02/2021	001-6120-461.21-02	MONTHLY BILLING	EFT:	24.48
362713706572		001608		00	04/02/2021	001-7110-471.21-02	MONTHLY BILLING	EFT:	13.74
362713706572		001609		00	04/02/2021	001-7120-471.21-02	MONTHLY BILLING	EFT:	12.20
362713706572		001598		00	04/02/2021	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
362713706572		001599		00	04/02/2021	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362713706572		001600		00	04/02/2021	501-4130-441.21-02	MONTHLY BILLING	EFT:	37.77
362713706572		001601		00	04/02/2021	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362713706572		001602		00	04/02/2021	521-4220-442.21-02	MONTHLY BILLING	EFT:	24.40
362713706572		001603		00	04/02/2021	521-4230-442.21-02	MONTHLY BILLING	EFT:	26.06

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
0004993	00	HARTFORD, THE							
362713706572		001604		00	04/02/2021	531-4320-443.21-02	MONTHLY BILLING	EFT:	27.48
362713706572		001605		00	04/02/2021	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362713706572		001584		00	04/02/2021	601-1230-412.21-02	MONTHLY BILLING	EFT:	4.58
362713706572		001589		00	04/02/2021	602-1340-413.21-02	MONTHLY BILLING	EFT:	16.82
362713706572		001597		00	04/02/2021	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362713706572		001587		00	04/02/2021	604-1320-413.21-02	MONTHLY BILLING	EFT:	30.56
							VENDOR TOTAL *	.00	626.25
0000463	00	HOLIDAY CONTRACTING, INC.							
03292021		001610		00	04/02/2021	501-4140-441.62-14	SIDEWALK REPAIR	EFT:	1,786.40
							VENDOR TOTAL *	.00	1,786.40
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500213501		001611		00	04/02/2021	001-3120-431.47-38	SPOILS	EFT:	71.50
							VENDOR TOTAL *	.00	71.50
0002775	00	INTERSTATE ELECTRICAL SUPPLY, INC							
196733		001665		00	04/02/2021	521-4220-442.52-01	LED LIGHTS	EFT:	712.50
							VENDOR TOTAL *	.00	712.50
0099999	00	JAMES DAVID ANDREW TAYLOR							
70501		001505		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	61.00	
							VENDOR TOTAL *	61.00	
0002671	00	KANSAS GAS SERVICE							
105962227	0321	001666		00	04/02/2021	001-6120-461.40-04	MONTHLY BILLING	338.95	
161419073	0321	001612		00	04/02/2021	501-4130-441.40-04	MONTHLY BILLING	477.76	
							VENDOR TOTAL *	816.71	
0099999	00	KEIRA BROWN							
70501		001504		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	100.00	
							VENDOR TOTAL *	100.00	
0000445	00	KNAPHEIDE TRUCK EQUIP CENTER INC.							
KCJ119501		PI0176	007612	00	03/04/2021	521-4230-442.43-05	INSTALLATION	7,500.00	
							VENDOR TOTAL *	7,500.00	
0001103	00	KUTAK ROCK LLP							
2848411		001614		00	04/02/2021	001-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	1,595.00
2848405		001613		00	04/02/2021	108-1130-411.31-02	PROFESSIONAL SERVICES	EFT:	2,193.40
							VENDOR TOTAL *	.00	3,788.40
0001542	00	L & M DISTRIBUTING							
159831		001615		00	04/02/2021	531-4320-443.52-13	MICRO ZYMES	EFT:	820.00
							VENDOR TOTAL *	.00	820.00
0004949	00	LEGAL RECORD, THE							
L89997		001616		00	04/02/2021	001-7110-471.47-01	ADVERTISING/LEGAL	EFT:	50.17
							VENDOR TOTAL *	.00	50.17
0099999	00	MARCO A REYES							

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0099999	00	MARCO A REYES							
100070		001500		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	80.00	
							VENDOR TOTAL *	80.00	
0099999	00	MICHAEL ANTERIUS WILLIAMSON							
099568		001506		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	135.00	
							VENDOR TOTAL *	135.00	
0000498	00	MID-AMERICA PUMP							
15392		PI0181	007611	00	03/17/2021	521-4240-442.61-04	PUMP REPAIR	EFT:	15,923.37
							VENDOR TOTAL *	.00	15,923.37
0003872	00	MOZINGO LAW FIRM, LLC							
096586		001617		00	04/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	90.00
095782		001618		00	04/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	108.00
098239		001619		00	04/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	204.00
097421		001620		00	04/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	246.00
							VENDOR TOTAL *	.00	648.00
0099999	00	OLSEN, MICHAEL & RHONDA ROGERS							
000053385		UT		00	03/19/2021	501-0000-229.00-00	MANUAL CHECK	25.00	
							VENDOR TOTAL *	25.00	
0000393	00	OLSSON, INC.							
382397		PI0173	007511	00	03/24/2021	130-3130-431.62-19	AMENDMENT 1	EFT:	3,273.09
							VENDOR TOTAL *	.00	3,273.09
0000145	00	PEPSI-COLA							
98219110		001621		00	04/02/2021	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	1,649.12
							VENDOR TOTAL *	.00	1,649.12
0004624	00	POWER ENGINEERS, INC							
401084		001667		00	04/02/2021	501-4140-441.62-15	DISTRIBUTION POINT SWITCH	EFT:	2,006.89
							VENDOR TOTAL *	.00	2,006.89
0000149	00	PRAXAIR DISTRIBUTION INC							
62475352		001622		00	04/02/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	47.30
							VENDOR TOTAL *	.00	47.30
0003110	00	REJIS COMMISSION							
457521		001623		00	04/02/2021	001-2110-421.31-15	REJIS TRANSACTIONS	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0099999	00	RONTAY ALIZE ETIER							
094505		001502		00	04/02/2021	001-0000-228.30-00	CASH BOND REFUND	164.00	
							VENDOR TOTAL *	164.00	
0001920	00	STRATEGIC INSIGHTS, INC							
21PLAN-IT-075		001624		00	04/02/2021	602-1340-413.47-05	LICENSE RENEWAL	EFT:	1,500.00
							VENDOR TOTAL *	.00	1,500.00
0002903	00	STRICK & CO, INC							

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0002903	00	STRICK & CO, INC							
45028		001625		00	04/02/2021	531-4330-443.43-10	SURVEYING	EFT:	1,450.00
45028		001626		00	04/02/2021	531-4340-443.63-17	SURVEYING	EFT:	1,450.00
							VENDOR TOTAL *	.00	2,900.00
0004785	00	SUMNERONE, INC							
2818065		001627		00	04/02/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	354.09
							VENDOR TOTAL *	.00	354.09
0004482	00	SUPERION, LLC							
310874		PI0175	007610	00	03/15/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	8,001.39
							VENDOR TOTAL *	.00	8,001.39
0099999	00	SUPERIOR EXCAVATING							
000064749		UT		00	03/19/2021	501-0000-229.00-00	MANUAL CHECK	299.96	
							VENDOR TOTAL *	299.96	
0002055	00	TG TECHNICAL SERVICES							
20996		001629		00	04/02/2021	521-4230-442.43-02	GAS MONITOR	EFT:	120.00
20996		001630		00	04/02/2021	531-4330-443.43-02	GAS MONITOR	EFT:	120.00
							VENDOR TOTAL *	.00	240.00
0099999	00	THOMAS, WILLIAM							
000064831		UT		00	04/01/2021	501-0000-229.00-00	MANUAL CHECK	1,140.00	
							VENDOR TOTAL *	1,140.00	
0000176	00	TIME WARNER CABLE							
025113602032021		001628		00	04/02/2021	602-1340-413.47-05	MONTHLY BILLING	119.99	
							VENDOR TOTAL *	119.99	
0000105	00	TYLER TECHNOLOGIES, INC							
025-327706		001631		00	04/02/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0002484	00	US FOOD SERVICE							
3998818		001632		00	04/02/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	904.24
							VENDOR TOTAL *	.00	904.24
0000289	00	VIKING INDUSTRIAL SUPPLY							
14420		001633		00	04/02/2021	001-6120-461.52-01	SHOP SUPPLIES	EFT:	749.00
14422		001634		00	04/02/2021	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	765.14
							VENDOR TOTAL *	.00	1,514.14
0004226	00	WATCHMEN SECURITY SERVICES							
54497		001635		00	04/02/2021	501-4120-441.31-15	VIDEO MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0003221	00	WEX BANK							
70724673		001637		00	04/02/2021	001-2110-421.52-09	FUEL	EFT:	225.44
70724673		001638		00	04/02/2021	001-2120-421.52-09	FUEL	EFT:	4,833.18

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							
70724673		001639		00	04/02/2021	001-2130-421.52-09	FUEL	EFT:	127.52
70724673		001645		00	04/02/2021	001-3116-431.52-09	FUEL	EFT:	47.57
70724673		001646		00	04/02/2021	001-3120-431.52-09	FUEL	EFT:	1,834.56
70724673		001643		00	04/02/2021	001-3130-431.52-09	FUEL	EFT:	226.57
70724673		001647		00	04/02/2021	001-6120-461.52-09	FUEL	EFT:	584.11
70724673		001640		00	04/02/2021	001-7120-471.52-09	FUEL	EFT:	302.91
70724673		001642		00	04/02/2021	501-4120-441.52-09	FUEL	EFT:	44.44
70724673		001641		00	04/02/2021	521-4230-442.52-09	FUEL	EFT:	60.37
70724673		001644		00	04/02/2021	603-3150-431.52-09	FUEL	EFT:	92.52
70724673		001636		00	04/02/2021	604-1320-413.52-09	FUEL	EFT:	302.20
							VENDOR TOTAL *	.00	8,681.39
							EFT/EPAY TOTAL ***		107,786.32
							TOTAL EXPENDITURES ****	62,121.27	107,786.32
							GRAND TOTAL **********		169,907.59

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							
8687446		001670		00	04/09/2021	001-1150-411.31-15	MONTHLY BILLING	1,347.49	
							VENDOR TOTAL *	1,347.49	
0005095	00	ADVANCED FIRE INC							
5426		001671		00	04/09/2021	521-4220-442.31-15	CO2 SYSTEM INSPECTION	EFT:	450.00
							VENDOR TOTAL *	.00	450.00
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
69724		001715		00	04/09/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	1,506.40
							VENDOR TOTAL *	.00	1,506.40
0003965	00	ALS GROUP AND TRIBOLOGY							
4231-126007		001672		00	04/09/2021	521-4220-442.31-15	LAB TESTING	200.00	
4231-126011		001673		00	04/09/2021	521-4220-442.31-15	LAB TESTING	200.00	
							VENDOR TOTAL *	400.00	
0001986	00	ANIXTER, INC.							
4897831-01		001674		00	04/09/2021	501-4130-441.52-02	LINE CREW TOOLS	EFT:	2,305.20
							VENDOR TOTAL *	.00	2,305.20
0002431	00	APWA- MEMBERSHIP							
638502	01052021	001675		00	04/09/2021	001-3116-431.46-02	APWA MEMBERSHIP FEE	195.00	
638502	01052021	001676		00	04/09/2021	001-3120-431.46-02	APWA MEMBERSHIP FEE	390.00	
							VENDOR TOTAL *	585.00	
0000064	00	BIG O TIRES							
016001-143524		001715		00	04/09/2021	501-4110-441.43-05	TIRES - TR# 900	EFT:	679.92
016001-142799		001715		00	04/09/2021	531-4320-443.43-05	VALVE STEM	EFT:	22.84
016001-141158		001715		00	04/09/2021	531-4330-443.43-05	FLAT REPAIR - TR# 506	EFT:	22.84
							VENDOR TOTAL *	.00	725.60
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS832278		PI0191	007589	00	04/01/2021	521-4220-442.52-13	ROBIN 110	EFT:	1,016.00
							VENDOR TOTAL *	.00	1,016.00
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
19-WA2002		PI0183	007179	00	03/31/2021	521-4240-442.61-03	HILLSDALE WTP EXPANSION	EFT:	722,129.62
							VENDOR TOTAL *	.00	722,129.62
0000312	00	C & G MERCHANTS SUPPLY, INC.							
144820		001715		00	04/09/2021	001-2110-421.52-20	SUPPLIES	115.50	
							VENDOR TOTAL *	115.50	
0000065	00	CARTER-WATERS LLC							
14609461-00		001715		00	04/09/2021	001-3120-431.52-08	TACK OIL	EFT:	381.60
							VENDOR TOTAL *	.00	381.60
0003080	00	CATES HEATING & AIR COND SVC INC							
11055675		001677		00	04/09/2021	521-4220-442.43-01	HEATER REPAIR	EFT:	157.50

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
0003080	00	CATES HEATING & AIR COND SVC INC							
11055953		001678		00	04/09/2021	521-4220-442.43-01	HEATER REPAIR	EFT:	1,890.00
							VENDOR TOTAL *	.00	2,047.50
0000001	00	CENTURYLINK							
313680665 0421		001715		00	04/09/2021	001-6110-461.40-03	MONTHLY BILLING	65.87	
							VENDOR TOTAL *	65.87	
0000429	00	CINTAS FIRE PROTECTION							
8405075247		001680		00	04/09/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	121.85
8405075247		001679		00	04/09/2021	501-4130-441.31-15	MONTHLY BILLING	EFT:	407.11
8405075247		001681		00	04/09/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	148.15
8405075247		001683		00	04/09/2021	531-4320-443.31-15	MONTHLY BILLING	EFT:	69.60
8405075247		001682		00	04/09/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	148.15
							VENDOR TOTAL *	.00	894.86
0001396	00	CLEAR WATER EQUIPMENT							
3041-562		001715		00	04/09/2021	521-4220-442.52-12	CHLORINE PARTS & KITS	EFT:	1,208.00
							VENDOR TOTAL *	.00	1,208.00
0003582	00	CONTECH ENGINEERED SOLUTIONS LLC							
22430093		001684		00	04/09/2021	001-6120-461.52-01	GENERAL REPAIR MAINT.	2,700.00	
							VENDOR TOTAL *	2,700.00	
0004817	00	CONVERGEONE, INC							
IE9071976		PI0189	007601	00	03/31/2021	602-1340-413.47-05	SOFTWARE RENEWAL	EFT:	12,623.60
							VENDOR TOTAL *	.00	12,623.60
0000288	00	CROFT TRAILER SUPPLY, INC.							
461621		001715		00	04/09/2021	501-4130-441.52-12	PARTS - SHOP STOCK	EFT:	41.93
							VENDOR TOTAL *	.00	41.93
0004096	00	DESIGN 4 SPORTS							
36355		001686		00	04/09/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	162.91
36357		001687		00	04/09/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	77.50
36262		001685		00	04/09/2021	001-6120-461.53-02	STAFF CLOTHING	EFT:	114.00
							VENDOR TOTAL *	.00	354.41
0004959	00	DIGITAL ERTH CONSULTING LLC							
16		001688		00	04/09/2021	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	2,880.00
							VENDOR TOTAL *	.00	2,880.00
0004408	00	DORMAKABA USA, INC							
598817		001689		00	04/09/2021	603-3150-431.31-15	DOOR REPAIR	EFT:	850.50
							VENDOR TOTAL *	.00	850.50
0001762	00	DREXEL TECHNOLOGIES INC							
INV41801		001690		00	04/09/2021	403-4330-443.62-10	PLAN ROOM	EFT:	30.92
INV41801		001691		00	04/09/2021	403-4330-443.62-10	PLAN ROOM	EFT:	30.92
INV43968		001692		00	04/09/2021	403-4330-443.62-10	PLAN ROOM	EFT:	32.30

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0001762	00	DREXEL TECHNOLOGIES INC							
INV43968		001693		00	04/09/2021	403-4330-443.62-10	PLAN ROOM	EFT:	32.30
							VENDOR TOTAL *	.00	126.44
0003960	00	ELLIOTT EQUIPMENT COMPANY							
161126		001694		00	04/09/2021	531-4330-443.52-04	VAC TRUCK	EFT:	325.50
							VENDOR TOTAL *	.00	325.50
0004946	00	EVERGY							
6466308678		0321001695		00	04/09/2021	531-4320-443.40-05	MONTHLY BILLING	113.86	
7011930732		0321001696		00	04/09/2021	531-4320-443.40-05	MONTHLY BILLING	331.33	
							VENDOR TOTAL *	445.19	
0000855	00	EWING IRRIGATION PRODUCTS, INC							
13727064		001697		00	04/09/2021	001-6120-461.52-01	TURF MAINTENANCE PROGRAM	4,833.36	
							VENDOR TOTAL *	4,833.36	
0001917	00	FLAME-OUT							
60526		001698		00	04/09/2021	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	80.75
60527		001699		00	04/09/2021	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	57.00
60528		001700		00	04/09/2021	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	265.25
60529		001701		00	04/09/2021	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	92.50
60587		001702		00	04/09/2021	603-3150-431.31-15	FIRE EXTINGUISHER INSPECT	EFT:	118.75
							VENDOR TOTAL *	.00	614.25
0000086	00	GALLS, LLC							
017982194		001703		00	04/09/2021	001-2120-421.53-02	CLOTHING	EFT:	227.80
017982201		001704		00	04/09/2021	001-2120-421.53-02	CLOTHING	EFT:	226.25
018030187		001705		00	04/09/2021	001-2120-421.53-02	CLOTHING	EFT:	166.96
017905564		001715		00	04/09/2021	001-2120-421.53-02	RIOT HELMETS	EFT:	554.37
							VENDOR TOTAL *	.00	1,175.38
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000114		0421001715		00	04/09/2021	001-6120-461.40-02	MONTHLY BILLING	EFT:	380.00
							VENDOR TOTAL *	.00	380.00
0000181	00	GRAINGER							
9841022677		001706		00	04/09/2021	521-4220-442.52-02	SUPPLIES	EFT:	132.97
							VENDOR TOTAL *	.00	132.97
0000297	00	HERITAGE-CRYSTAL CLEAN							
16735229		001715		00	04/09/2021	001-3116-431.44-02	PARTS CLEANER	EFT:	412.04
							VENDOR TOTAL *	.00	412.04
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500217900		001715		00	04/09/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
							VENDOR TOTAL *	.00	143.00
0001536	00	ICE-MASTERS, LLC							
372325		001706		00	04/09/2021	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00

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0001536	00	ICE-MASTERS, LLC							
							VENDOR TOTAL *	.00	83.00
0000102	00	ICMA RETIREMENT TRUST - 457							
516723		001709		00	04/07/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	7,867.74
							VENDOR TOTAL *	.00	7,867.74
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
302001217		001706		00	04/09/2021	001-6110-461.52-15	CONCESSION FOOD	688.80	
							VENDOR TOTAL *	688.80	
0004271	00	IRON MOUNTAIN INC							
DMHN456		001706		00	04/09/2021	001-1150-411.31-15	MONTHLY BILLING	EFT:	79.94
							VENDOR TOTAL *	.00	79.94
0000982	00	J & A TRAFFIC PRODUCTS LLC							
32218		001715		00	04/09/2021	001-3120-431.52-10	TELESPAR	EFT:	2,430.00
							VENDOR TOTAL *	.00	2,430.00
0000107	00	JOHNSON COUNTY RECORDS & TAX ADMIN							
04012021		001706		00	04/09/2021	001-0000-101.20-07	ESCROW FUND	500.00	
T20210022884		001706		00	04/09/2021	001-3130-431.31-15	RECORD DEED	140.00	
							VENDOR TOTAL *	640.00	
0002760	00	KA-COMM, INC							
178613		001706		00	04/09/2021	001-2120-421.43-05	INSTALL/REPAIR SIREN #119	EFT:	222.92
							VENDOR TOTAL *	.00	222.92
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1030249		001707		00	04/09/2021	001-3120-431.31-15	STORMWATER LOCATING SVC	EFT:	103.50
1030249		001707		00	04/09/2021	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	103.50
1030658		001707		00	04/09/2021	501-4130-441.40-06	LOCATES	EFT:	10.80
1030250		001715		00	04/09/2021	501-4130-441.40-06	LOCATES	EFT:	4.80
1030249		001707		00	04/09/2021	521-4230-442.40-06	WATERLINE LOCATING SVC	EFT:	103.50
1030251		001707		00	04/09/2021	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	13.20
1030249		001707		00	04/09/2021	531-4330-443.40-06	SEWERLINE LOCATING SVC	EFT:	103.50
							VENDOR TOTAL *	.00	442.80
0099999	00	KENYA BRITNEY GARCIA							
098155		001715		00	04/09/2021	001-0000-228.30-00	CASH BOND REFUND	25.00	
							VENDOR TOTAL *	25.00	
0001446	00	KMEA EMP #1 OPERATING ACCT							
KMEA-GA-21-04		001707		00	04/09/2021	501-4110-441.46-02	KMEA ANNUAL DUES	EFT:	1,734.00
							VENDOR TOTAL *	.00	1,734.00
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-21-05		001715		00	04/09/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	223,487.51
							VENDOR TOTAL *	.00	223,487.51
0003399	00	KMEA WAPA OPERATING FUND							

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0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-21-04		001715		00	04/09/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	6,282.50
							VENDOR TOTAL *	.00	6,282.50
0002489	00	KPERS							
1589354		001710		00	04/09/2021	721-0000-202.03-01	040821 PAY PERIOD	CHECK #: 112	42,947.67
							VENDOR TOTAL *	.00	42,947.67
0003568	00	KPERS RETIREMENT							
1589358		001712		00	04/09/2021	721-0000-202.03-03	040821 PAY PERIOD	CHECK #: 118	232.42
							VENDOR TOTAL *	.00	232.42
0002490	00	KPF							
1589356		001711		00	04/09/2021	721-0000-202.03-02	040821 PAY PERIOD	CHECK #: 113	29,691.09
							VENDOR TOTAL *	.00	29,691.09
0004949	00	LEGAL RECORD, THE							
L90189		001707		00	04/09/2021	001-1150-411.47-01	LEGAL NOTICE	EFT:	220.02
L90137		001707		00	04/09/2021	130-3130-431.62-19	ADVERTISEMENT	EFT:	7.87
L90266		001715		00	04/09/2021	551-4540-445.61-03	ADVERTISEMENT	EFT:	11.48
							VENDOR TOTAL *	.00	239.37
0005094	00	LOSS PREVENTION FASTENERS							
13299		001707		00	04/09/2021	001-6120-461.52-01	PICNIC TABLE REPAIR	546.79	
							VENDOR TOTAL *	546.79	
0002382	00	MID AMERICA HYDRAULIC REPAIR INC							
33809		001715		00	04/09/2021	501-4130-441.43-02	TOOL REPAIR	EFT:	596.64
							VENDOR TOTAL *	.00	596.64
0004464	00	MID-STATE RENTAL							
111357-2		001715		00	04/09/2021	521-4230-442.52-02	DIAMOND BLADE	EFT:	43.75
111357-2		001715		00	04/09/2021	531-4330-443.52-02	DIAMOND BLADE	EFT:	43.75
							VENDOR TOTAL *	.00	87.50
0003579	00	MID-STATES MATERIALS LLC							
102893		001707		00	04/09/2021	117-3120-431.43-06	SPOILS	143.51	
103111		001715		00	04/09/2021	521-4230-442.52-02	MATERIALS	568.04	
103111		001715		00	04/09/2021	531-4330-443.52-02	MATERIALS	568.04	
							VENDOR TOTAL *	1,279.59	
0000132	00	NATIONAL SIGN CO., INC.							
IN-196254		001707		00	04/09/2021	001-3120-431.52-10	SIGN	EFT:	1,492.48
IN-196243		001707		00	04/09/2021	501-4130-441.52-11	UTILITY WORK SIGN	EFT:	82.95
							VENDOR TOTAL *	.00	1,575.43
0000489	00	NEW DIRECTIONS BEHAVIORAL HEALTH							
INV-14716		001707		00	04/09/2021	601-1230-412.31-15	QUARTERLY EMPLOYEE SVC	EFT:	1,000.00
							VENDOR TOTAL *	.00	1,000.00
0004957	00	NEXGRID, LLC							

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0004957	00	NEXGRID, LLC							
2021097		PI0186	007462	00	03/31/2021	501-4140-441.63-73	SMART METERS - ELECTRIC	EFT:	11,865.00
							VENDOR TOTAL *	.00	11,865.00
0004589	00	NEXTPAGE, INC.							
57238		001707		00	04/09/2021	001-1120-411.47-02	SPRING NEWSLETTER	EFT:	2,271.22
							VENDOR TOTAL *	.00	2,271.22
0000762	00	OLATHE UNIFIED SCHOOL DISTRICT 233							
86589		001715		00	04/09/2021	001-6130-461.46-01	LIFEGUARD TRAINING	1,447.50	
							VENDOR TOTAL *	1,447.50	
0000142	00	OLATHE WINWATER WORKS							
158220	00	001715		00	04/09/2021	521-4230-442.52-12	REPAIR CLAMP	EFT:	975.00
159154	00	001715		00	04/09/2021	521-4230-442.52-12	PARTS	EFT:	858.80
159185	00	001715		00	04/09/2021	521-4230-442.52-32	SETTER	EFT:	2,300.00
159185	00	001715		00	04/09/2021	521-4230-442.52-31	METER PIT	EFT:	500.00
158220	00	001715		00	04/09/2021	531-4330-443.52-12	REPAIR CLAMP	EFT:	975.00
							VENDOR TOTAL *	.00	5,608.80
0001569	00	PAYCOR, INC							
INV02098483		001714		00	04/07/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	791.46
							VENDOR TOTAL *	.00	791.46
0000145	00	PEPSI-COLA							
99943257		001707		00	04/09/2021	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	267.76
							VENDOR TOTAL *	.00	267.76
0000149	00	PRAXAIR DISTRIBUTION INC							
62776094		001715		00	04/09/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	162.16
							VENDOR TOTAL *	.00	162.16
0005055	00	PRO DESIGN CONTRACTORS LLC							
4-ED2001		PI0188	007557	00	03/25/2021	531-4340-443.62-10	INSTALLATION	EFT:	134,401.63
							VENDOR TOTAL *	.00	134,401.63
0004198	00	PROTECT YOUTH SPORTS							
854881		001707		00	04/09/2021	001-6110-461.47-53	BACKGROUND CHECKS	EFT:	271.95
							VENDOR TOTAL *	.00	271.95
0004869	00	RITZ SAFETY, LLC							
42195		001707		00	04/09/2021	501-4130-441.53-02	SUMMER CLOTHES	EFT:	520.30
42196		001707		00	04/09/2021	501-4130-441.53-02	SUMMER CLOTHES	EFT:	581.85
42195		001707		00	04/09/2021	603-3150-431.53-02	SUMMER CLOTHES	EFT:	236.50
							VENDOR TOTAL *	.00	1,338.65
0000158	00	SANTA FE AIR CONDITIONING & REFRIG							
185209		001707		00	04/09/2021	001-6120-461.31-15	HVAC REPAIR	EFT:	4,999.00
							VENDOR TOTAL *	.00	4,999.00
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							

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
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							
30234		PI0182	007330	00	01/20/2021	531-4340-443.62-10	INTERCEPTOR	EFT:	1,146.65
							VENDOR TOTAL *	.00	1,146.65
0000160	00	SHAWNEE COPY CENTER INC.							
125514		001707		00	04/09/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	40.78
125553		001715		00	04/09/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	45.78
125382		001715		00	04/09/2021	501-4110-441.47-02	ENVELOPES	EFT:	591.00
							VENDOR TOTAL *	.00	677.56
0000161	00	SIGN HERE, INC.							
24329		001715		00	04/09/2021	001-2120-421.43-05	DECALS-SPEED TRAILER	EFT:	225.35
24340		001707		00	04/09/2021	001-6120-461.44-02	TRUCK NUMBERS	EFT:	15.00
							VENDOR TOTAL *	.00	240.35
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
03292021		PI0190	007613	00	03/29/2021	105-1120-411.31-15	2021 INVESTMENT DUES	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0004303	00	STAT PADS, LLC							
1245606		001707		00	04/09/2021	501-4130-441.31-15	AED MAINT. PROGRAM FEE	EFT:	175.00
							VENDOR TOTAL *	.00	175.00
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
28373		001707		00	04/09/2021	117-3120-431.43-06	ASPHALT	EFT:	403.34
							VENDOR TOTAL *	.00	403.34
0004984	00	SUPERIOR EXCAVATING, LLC							
9-WW1902		PI0184	007355	00	03/31/2021	403-3130-431.62-04	INFRASTRUCTURE & ASSET	EFT:	2,986.62
9-WW1902		PI0185	007356	00	03/31/2021	403-4130-441.62-15	INFRASTRUCTURE & ASSET	EFT:	27,379.89
4-WW1905		PI0187	007530	00	03/31/2021	403-4330-443.62-10	SANITARY SEWER	EFT:	27,907.92
							VENDOR TOTAL *	.00	58,274.43
0099999	00	TANNER RYAN GULLEY							
093109		001669		00	04/09/2021	001-0000-349.01-00	OVERPAYMENT	187.00	
							VENDOR TOTAL *	187.00	
0000174	00	TAPCO PRODUCTS CO.							
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	235.88
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.85
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.85
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	67.95
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	50.10
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	79.95
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	88.52
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	67.75
120277		001707		00	04/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	278.66
							VENDOR TOTAL *	.00	922.51
0004635	00	TEST SMARTLY LABS							

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
0004635	00	TEST SMARTLY LABS							
16309		001707		00	04/09/2021	601-1230-412.31-15	SEASONAL DRUG TEST	EFT:	96.00
							VENDOR TOTAL *	.00	96.00
0000819	00	UNITED LABORATORIES							
INV313914		001715		00	04/09/2021	531-4330-443.52-13	GAS MASTER	EFT:	2,464.41
							VENDOR TOTAL *	.00	2,464.41
0000781	00	UNITED RENTALS NORTH AMERICA, INC							
191805004-001		001707		00	04/09/2021	521-4230-442.52-20	HARNESS	EFT:	57.50
191805004-001		001707		00	04/09/2021	531-4330-443.52-20	HARNESS	EFT:	57.50
							VENDOR TOTAL *	.00	115.00
0002811	00	UNITED STATES POSTAL SERVICE							
522954P		001712		00	04/05/2021	001-1120-411.47-04	POSTAGE	CHECK #: 114	1,513.29
							VENDOR TOTAL *	.00	1,513.29
0002484	00	US FOOD SERVICE							
4135657		001707		00	04/09/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	1,405.99
							VENDOR TOTAL *	.00	1,405.99
0000238	00	USA BLUE BOOK							
504797		001707		00	04/09/2021	521-4220-442.52-12	PUMP	EFT:	2,402.39
549842		001707		00	04/09/2021	521-4220-442.52-12	RETURNED PUMP	EFT:	2,387.00-
							VENDOR TOTAL *	.00	15.39
0000289	00	VIKING INDUSTRIAL SUPPLY							
14425		001707		00	04/09/2021	001-6120-461.52-01	WESTSIDE SUPPLIES	EFT:	583.99
							VENDOR TOTAL *	.00	583.99
0000366	00	WARDROBE CLEANERS INC.							
04032021		001715		00	04/09/2021	001-2120-421.42-02	DRY CLEANING	571.50	
							VENDOR TOTAL *	571.50	
0004389	00	WILLIAM MORRIS ENDEAVOR ENTERTAIN							
07042021		001707		00	04/09/2021	001-6110-461.54-51	4TH OF JULY ENTERTAINER	EFT:	2,500.00
							VENDOR TOTAL *	.00	2,500.00
0003950	00	WISECUP, KIMBERLY							
04072021		001715		00	04/09/2021	001-6110-461.47-54	INSTRUCTOR	66.50	
							VENDOR TOTAL *	66.50	
							HAND ISSUED TOTAL ***		83,043.67
							EFT/EPAY TOTAL ***		1,243,693.20
							TOTAL EXPENDITURES ****	15,945.09	1,326,736.87
							GRAND TOTAL **********		1,342,681.96

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider approving the issuance of a Cereal Malt Beverage (CMB) license for the remainder of calendar year 2021

Strategic Priority: Business & Economic Development

Department: Administration

Staff Recommendation:
Staff recommends approving the issuance of a Cereal Malt Beverage (CMB) license for 2021 for new applicants.

Background/Description of Item:
The following business has applied for a "Limited Retailer" license to sell cereal malt beverages (CMB) in 2021. The applicant has passed the requisite background checks.

Applicants requesting a "Limited Retailer" license to sell cereal malt beverages only in original and unopened containers not for consumption on the premises:

- Gardner Corner Shop, LLC, 432 E. Main Street

Suggested Motion:
Approve the issuance of a Cereal Malt Beverage (CMB) license for the listed entity for the remainder of calendar year 2021.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider appointments to the Planning Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Stacy Cooper and Austin Jueneman to the Planning Commission to fulfill terms expiring June 2022.

Background/Description of Item:

The Planning Commission currently has two vacancies. The interview committee met with 5 applicants and recommends appointing Stacy Cooper and Austin Jueneman to serve on the Planning Commission to fulfill terms expiring in June of 2022.

Suggested Motion:

Appoint Stacy Cooper and Austin Jueneman to serve on the Planning Commission with terms expiring June 2022.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: JASON BRUCE, PARKS AND RECREATION DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with SK Design Group Inc. for design of the Quail Meadows Trail Project

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

Department: Parks and Recreation

Staff Recommendation:
Staff recommends authorizing the City Administrator to enter into a contract with SK Design Group Inc. for design of the Quail Meadows Trail Project.

Background/Description of Item:
At the November 2, 2020 City Council meeting, the governing body approved the acceptance of a recreation trails grant from the Kansas Wildlife Parks and Tourism in the amount of $249,120.00. That grant funding will be used for the new Quail Meadows Trail which will connect to the Kill Creek Trail that was constructed in November of 2019.

The Kill Creek Trail Master Plan (KCTMP) is a comprehensive project that will be completed in multiple phases. Once fully completed, the KCTMP will provide a trail beginning at Gardner-Edgerton High School and extending north/northwest to 151st street, where it will connect with the existing Kill Creek Streamway Trail.

Phase 1 of the project was the Kill Creek Trail (constructed in November 2019) from the high school one-half mile north, in the area south of 167th Street and west of Waverly Road, along Kill Creek. This trail provides access to Madison Elementary and Gardner Edgerton High School along with connections to residential neighborhoods along Waverly Road. This is in the immediate vicinity of the current Greenway Trail system, which ends in front of Gardner High School at the corner of West Madison and South Waverly Road.

Phase 2 of this project (to be constructed along the west fork of Kill Creek to 167th Street at Quail Meadows Park) of the KCTPM will be constructed using this Recreational Trails Grant from Kansas Department of Wildlife, Parks and Tourism. This extension will also provide full connectivity to the largest park in Gardner, Celebration Park, along with Celebration Park Sports Complex, which is comprised of baseball, softball and soccer fields.

Additional future plans include extending trails to the north to connect with the Kill Creek Park and the Kill Creek Streamway Trail, which feeds into a multi-county trail system.

Completion of these plans meets the Johnson County Parks and Recreation Legacy Plan for Trails Connectivity's goal, which is to provide internal park trail systems of variable lengths and establish connections to surrounding community trail systems, streamway trails, and regional transportation agencies.

Request for Proposals to perform design services for this project were due on January 29, 2021. The proposals were evaluated by a three-person panel made up of City staff. The panel selected SK Design Group Inc. to perform the work.

Vendor	Project Total
SK Design Group Inc.	$51,280.00 (Plus est. $500 in reimbursables)
Renaissance Infrastructure Consulting	$78,790.00
HG Consult Inc.	$89,969.88

Financial Impact:
Funding for the City's share of the project cost will come from park impact fees.

Attachments:
- SK Design Inc. proposal
- Kill Creek master Plan Map

Suggested Motion:
Authorize the City Administrator to enter into a contract with SK Design Group Inc. for design of the Quail Meadows Trail Project, in an amount not to exceed $51,780.

March 9, 2021

Robert Davis, Staff Engineer
City of Gardner
120 E Main St.
Gardner, KS 66030
rdavis@gardnerkansas.gov

Re: **Quail Meadows Trail**
SK Proposal No. 21p015.r1

Dear Robert:

We have created a proposed trail alignment exhibit to show what we have based our scope of work on. It appears two pedestrian bridges are required, one to cross the wide drainage swale west of Stonebrook Place Subdivision and the second to cross Kill Creek prior to the floodway limits identified on the FEMA flood map. We are also showing three neighborhood connections. One at the Ingalls/Pratt Street intersection and the other two connecting to the existing sidewalks along the east side of Pratt Street. The exhibit is attached after our scope of work.

We are pleased to submit our proposal to provide civil engineering services for the above-referenced project. We propose to provide our services for a lump sum fee of $51,280. Reimbursables will be billed at cost and are in addition to the stated fee. We estimate $500 for reimbursable expenses.

Please review the attached list of understandings, assumptions and exclusions and let me know if we need to modify or amend our proposal. Please review our terms and conditions as they are a part of the agreement as an attachment, and the terms and conditions contain a limitation of liability clause. The terms and conditions of this proposal shall take precedence over any other terms and conditions. If acceptable, please sign and return a copy of this proposal, which will serve as our notice to proceed. We truly appreciate the opportunity to submit our proposal and look forward to working with you. Please call me at 913-451-1818 if you have any questions.

Sincerely,
SK Design Group, Inc.

Sassan Mahobian, PE, LEED AP
President

APPROVED

Name

Title **Date**

4600 College Boulevard
Suite 100
Overland Park, KS 66211
T 913.451.1818
F 913.451.7599
W skdg.com

Scope of Services

Preliminary Plans

- Use Johnson County AIMS mapping to prepare preliminary trail alignment plans.
- Walk the preliminary alignment with City staff and see if any alignment adjustments are required.
- Flag the alignment for survey. The survey corridor will be 50 feet wide, 25 feet each side of the proposed alignment.
- Topographic survey to include (provided by Minney Surveying)
    - Alignment tied to Kansas State Plane Coordinates
    - Locate adjacent subdivision/property corners
    - Contours on a one-foot interval
    - Locate utilities

Final Plans

- Trail plans to include
    - Cover Sheet
    - Typical Sections
    - Trail ROW/Property Boundary
    - General Layout/Notes/Quantities
    - Erosion Control
    - Trail Plan and Profile sheets
    - Grading Sheets
    - Landscape Sheets Tree Planting/Seeding/Trash Cans/Benches
    - Signage/Striping
    - Cross Sections
    - Project Details

Bridge Plans

- Bridge Plans/Details
    - Bridge plan and profile sheets
    - Abutment details
    - Bridge specifications

Bidding

- Bid Documents to include
    - Final Plans
    - Technical specifications not covered by City Standard Specifications
    - Permits
    - Opinion of Probable Construction Cost

Construction Administration

- Construction services to include
    - Review Material Submittals
    - Review Change Orders
    - Respond to Contractor Questions
- City will provide
    - Permit Applications and Associated Fees
    - Front End Bid Documents and Standard Specifications
    - Assemble Bid Packets and Advertise the Project

- Construction Observation
- Geotechnical report for bridge abutments

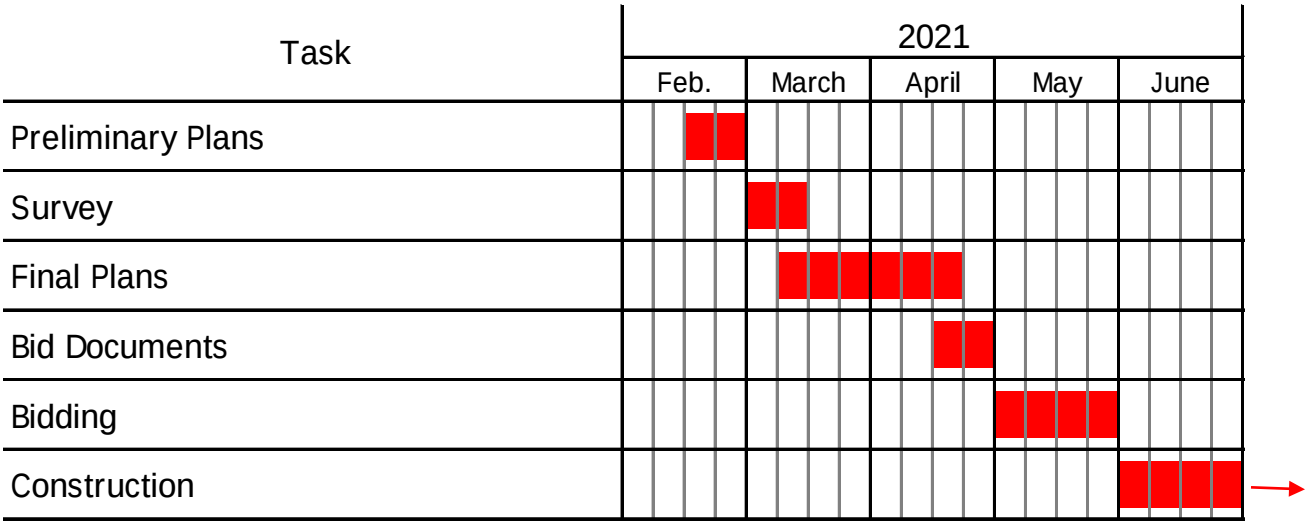
Exclusions

- FEMA Flood Studies
- FEMA map revisions
- Irrigation plans

Fee Estimate by Task

Preliminary Plans	$5,000
Topographic Survey	$4,870
Final Plans	$18,610
Bridge Plans	$12,000
Bidding	$1,500
Construction Services	$4,500
Geotechnical Services (provided by Terracon)	$4,800
Total	**$51,280**

Schedule



List of Understandings, Assumptions and Exclusions

This is a list of understandings and assumptions between the Client and SK Design Group, Inc.

Client shall provide to SK Design Group a complete set of plans and specifications for the project at the end of each design phase of the project.

Waters of the U.S. and Wetlands (404 Permitting)

- Please note that any site may contain existing waters of the U.S. or wetlands which are under the jurisdiction of the Corps of Engineers by legislation in the Clean Water Act. A permit from the Corps of Engineers is required by law for any work within their jurisdiction. It should also be noted that some cities will not issue a construction permit without a study of the waters of the U.S. and wetlands. It is assumed that the Client will employ the services of a specialty consultant to identify any waters of the U.S. or wetlands existing on the site. Please note that SK Design Group cannot be the agent for the owner on the 404 permit application. Either the owner or the owner's environmental engineer will need to fill out the form.

Federal Emergency Management Agency (FEMA)

- FEMA map revisions and map amendment of any kind due to the impact of the project on existing water surface elevations are excluded from this proposal.
- FEMA no-rise certification, if required, will be considered additional services.

Federal or Local Permits

- There are many environmental factors that may impact the site design and construction of a project, such as cultural resources and endangered species. For example the Northern Long Eared Bat is on the Federal list of Threatened Species. Federal Law requires trees to be cleared during winter months to avoid negative impacts to this threatened species. It is strongly recommended and assumed that the owner will engage an environmental engineer early in the development process to assess these concerns, as they could have a significant impact on the project cost and schedule.
- SK Design Group will assist the owner in obtaining a NPDES permit for site disturbance from the State authority. The NPDES permit is only the local permit for site land disturbance. There may be other federal or environmental permits required for the project. Obtaining these permits is outside the scope of our services. It is assumed that an Environmental engineer will be hired by the owner to obtain the needed permits.

Geotechnical / Environmental

- The Client will provide in a timely manner a geotechnical report outlining earthwork requirements, bridge foundation requirements and recommendations.
- Environmental studies and abatements will be performed by others.

Specifications

- It is assumed front end specifications will be prepared by others.

Bid Phase

- It is assumed bid administration will be performed by others.

Property Acquisition

- Acquisition of new right-of-way and/or easements will be considered additional services.

Construction Phase Services

- Construction Phase services shall be limited to the dollar amount budgeted in the proposal and in general will include the following:
    - Shop Drawing review
    - Respond to RFI's, CO's, RFP's, and WCD's.
    - A limited number of site visits during construction have been included in the scope of services (typically 3 unless noted otherwise). Any additional visits will be billed on an hourly plus mileage basis, unless noted otherwise.
    - Attendance at construction progress meetings that do not coincide with or are in addition to our budgeted site visits will be billed on an hourly basis. We will review payment applications for work performed during our budgeted site visits with the Contractor. Any additional applications will be reviewed on an hourly basis.
    - Attending regularly scheduled progress meetings in person, on the phone or on the web are specifically excluded.
- "As-built" drawings will not be prepared by SK Design Group, and will be considered additional services.
- Our construction phase services do not include full time inspection unless specifically included in the scope of services. Please note that SK Design Group cannot certify that the project has been constructed in accordance with the plans and specifications unless full time inspection has been provided.
- The Client will engage and pay for all testing during construction.
- Special inspections as required by various building codes are excluded from our services.

Meetings

- We have included normal coordination and meetings at each phase of the design process in our fee. Our fee includes a maximum of four meetings during design. Weekly go-to style or OAC coordination meetings are specifically excluded from this proposal. If more frequent coordination/client meetings are desired, we will consider them to be an additional service. Refer to construction phase services paragraph for budgeted meetings during construction.

Reimbursables / Fees

- Printing of documents for Client review, in-house review, city review and bidding purposes will be considered reimbursable expense.
- Additional reimbursable expenses include but are not limited to travel, lodging, printing, long distance phone calls, courier services, and mileage.
- All fees and permits shall be paid for and obtained by the Client or developer.

Miscellaneous

- This proposal assumes that there will be one bid packages for the entire project. If additional bid packages are needed to meet an accelerated project schedule, we will provide those additional packages as additional services. Please note that we will not prepare plans to define subcontractor's work on behalf of the General Contractor. It is the General Contractor's responsibility to define scopes for their individual subcontractors based on the plans that we provide.
- Revising the site layout after 50% construction document set shall be considered additional services.

Terms and Conditions

This Agreement for professional services has been entered into by the Client and SK Design Group, Inc. The name SK Design Group shall pertain to all employees, officers, directors, and all divisions of SK Design Group, Inc.

A. **Additional Services:** Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be billed on a time and expense basis for any Additional Services authorized in writing by the Client and will be billed separately at the hourly rates included on the attached schedule of hourly rates.

B. **Performance of Services**: SK Design Group shall perform the services as outlined above, and any additional services as required or directed by the Client in consideration of the fee arrangements and payment terms described above.

C. **Excluded Services**: Other services available from SK Design Group and applicable to the project have been made known and explained to the Client. Where SK Design Group has deemed a service needed or advisable, SK Design Group has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested from a source other than SK Design Group. These excluded services are outlined in the list of Understandings and Assumptions. The Client hereby agrees, to the fullest extent permitted by law, to indemnity and hold SK Design Group harmless from any claim, liability, or cost, including reasonable attorney's fees and cost of defense, for injury or loss arising or allegedly arising from SK Design Group's failure to perform a service that is excluded at the Client's direction.

D. **Betterment**: If, due to the Engineer's error, any required item or component of the project is omitted from the Construction Documents produced by SK Design Group, SK Design Group's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. <u>In no event will SK Design Group be responsible for any cost or expense that provides betterment, upgrades or enhancement of the project.</u>

E. **Limitation of Liability**: In recognition of the relative risks and benefits of the project to both the Client and SK Design Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SK Design Group and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this agreement from any cause or causes, so that the total aggregate liability of SK Design Group and their subconsultants to all those named shall not exceed the lesser of SK Design Group's total fee for services rendered on this project or the available insurance proceeds for any claim or claims presented by the Client. Such claims and clauses include, but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

F. **Hazardous Materials**: Both parties acknowledge that SK Design Group's scope of services does not include any services related to asbestos, hazardous or toxic materials. Nor is SK Design Group to be considered an expert in the identification of hazardous substances or as having the duty to investigate the site. SK Design Group recommends the client retain experts to conduct a hazardous substance survey of the premises. In the event SK Design Group or any other party encounters asbestos or hazardous or toxic materials at the jobsite or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of SK Design Group's services, SK Design Group may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

G. **Information Provided by Others**: SK Design Group shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to SK Design Group such information as is available to the Client and the Clients consultants and contractors, and SK Design Group shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for SK Design Group to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees to indemnify and hold SK Design Group and SK Design Group's subconsultants harmless from any claim, liability or cost or injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to SK Design Group.

H. **Opinions of Probable Costs**: In providing opinions of probable costs, the Client understands that SK Design Group has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of SK Design Group's qualifications and experience. SK Design Group makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. SK Design Group shall be compensated as Additional Services, as provided for herein, for all time spent to review redesign and to incorporate revisions due to probable costs.

I. **Value Engineering**: If the Client retains the services of a Value Engineer (VE) or allows the General Contractor or any of his or her subcontractors to function as a VE to review the Construction Documents prepared for this project by SK Design Group, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of SK Design Group's services. All recommendations of the VE shall be given to SK Design Group for their review, and adequate time will be provided for SK Design Group to respond to these recommendations. SK Design Group shall be compensated as Additional Service, as provided for herein, for all time spent to review the recommendations of the VE and to incorporate those accepted by both the Client and SK Design Group. If SK Design Group objects to any recommendations made by the VE, SK Design Group shall so state in writing to the Client, along with their reasons for objecting. If the Client insists on incorporating in the Construction Documents, any changes to which SK Design Group has objected in writing, the Client agrees to indemnify and hold SK Design Group harmless from any damage, liability or costs which arise in connection with or as a result of the incorporate of such design changes insisted upon by the Client.

J. **Changed Conditions**: The Client shall rely on SK Design Group's judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to SK Design Group. Should SK Design Group call for contract negotiations, SK Design Group shall identify the changed conditions necessitating renegotiation, and SK Design group and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

K. **Defects in Service**: The Client shall promptly report to SK Design Group any defects or suspected defects in SK Design Group's work or services of which the Client becomes aware, so that SK Design Group may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to promptly notify SK Design Group, shall relieve SK Design Group of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

L. **Dispute Resolution**: Any claims or disputes between the Client and SK Design Group arising out of the services to be provided by SK Design Group or out of this Agreement shall, as a condition precedent to litigation, be submitted to non-binding mediation. The Client and SK Design Group agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

M. **Ownership of Documents**: All documents, including all documents on electronic media, prepared by SK Design Group under this Agreement are instruments of SK Design Group's professional services and shall remain the property of SK Design Group and may not be used by the Client for any other purpose without the written prior consent of SK Design Group.

N. **Termination of Services**: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay SK Design Group for all services rendered to the date of the termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as a result of termination.

O. **Fiduciary Responsibility**: The Client confirms that SK Design Group nor any of their subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by SK Design Group or any of their subconsultants or subcontractors, as a consequence of SK Design Group's entering into this Agreement with the Client. In cases where SK Design is a subconsultant to the Client, the Client confirms that neither SK Design Group nor any of SK Design Group's subconsultants or subcontractors owes a fiduciary responsibility to the Client or Owner. The Client shall, as a material element of the consideration SK Design Group requires for performance of the services enumerated herein, require Owner to formally recognize this provision in Client's agreement with Owner.

P. **Use of Innovative Design and Technologies**: The Client understands and agrees that state-of-the-art or innovative products, technologies or methods may be used on the Project and that these lack a proven history of successful application and performance. The Client acknowledges that these technologies are being incorporated into the Project to accomplish recognized objectives, but due to their unproven and innovative nature, there is a significant possibility that those objectives may not be realized and may result in undesirable consequences. SK Design Group will conduct a reasonable level of investigation and analysis, and this is the limitation of SK Design Group's obligation for the performance of these technologies. The Client has weighed the relative risks and rewards and accepts the risk of incorporating the innovation(s) into the project.

Q. **LEED** Certification: The Client and SK Design Group mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) [or other] green building-rating system. The Client understands that the Project cannot achieve LEED certification until after substantial completion of construction and will be subject to the LEED-certification processes and procedures as determined by the USGBC. These procedures are outside the control of SK Design Group, may not be uniformly implemented and may be subject to change at any time. Further, LEED certification will require input and effort from the Client and SK Design Group as well as other consultants, contractors and other parties associated with the Project that are not parties to

this Agreement. SK Design Group will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. SK Design Group cannot, however, guarantee LEED certification or the actual performance of the building based on SK Design Group's design drawings, specifications, or resource use or consumption modeling for the Project, nor can SK Design Group guarantee certain performance levels anticipated through the LEED certification process.

R. **Force Majeure/Delay:** If a required item or component is omitted from the construction documents, SK Design Group shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been required and included in the original documents. In no event will SK Design Group be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project

TERMS AND CONDITIONS FOR ALL THE COLLECTION OF PROFESSIONAL SERVICE FEES

A. **Interest:** If payment is not received by SK Design Group within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

B. The client shall make no claim for professional negligence, either directly or by way of a cross complaint against SK Design Group, Inc., unless the client has first provided SK Design Group, Inc. with a written certificate of merit executed by an independent consultant currently practicing in the same discipline as SK Design Group, Inc. and licensed in the state/province where the project is being executed.

C. The certificate of merit executed shall 1) contain the name and license number of the certifier; 2) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and 3) state in detail the basis for the certifier's opinion that such acts or omissions do not meet the standard of care.

D. Any certificate of merit shall be provided to SK Design not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

E. SK Design Group, Inc.'s certificate of merit clause will take precedence over any existing law in force in the State of Kansas at the time of the claim or demand.

F. Nothing in this agreement with the client shall create a contractual relationship between either SK Design Group, Inc. or the client and an outside third party.

G. All of our services performed under our contract are performed solely for the benefit of our client.

H. No other party shall have any claim against SK Design Group, Inc. because of SK Design Group, Inc.'s performance or nonperformance of services specified in the contract.

I. A third-party beneficiary clause will be included by the client in all contractor, subcontractor and subconsultant contracts relative to the project.

J. All legal actions by either party of this agreement against the other arising out of the contract and services performed are barred after 5 years.

K. If the contract between SK Design and the client is terminated by either party, the 5-year period begins on the date the agreement is terminated.

L. If the length of time specified in our agreement is shorter than the shortest duration permitted by law, then the shortest duration permitted by law applies.

HOURLY RATE SCHEDULE

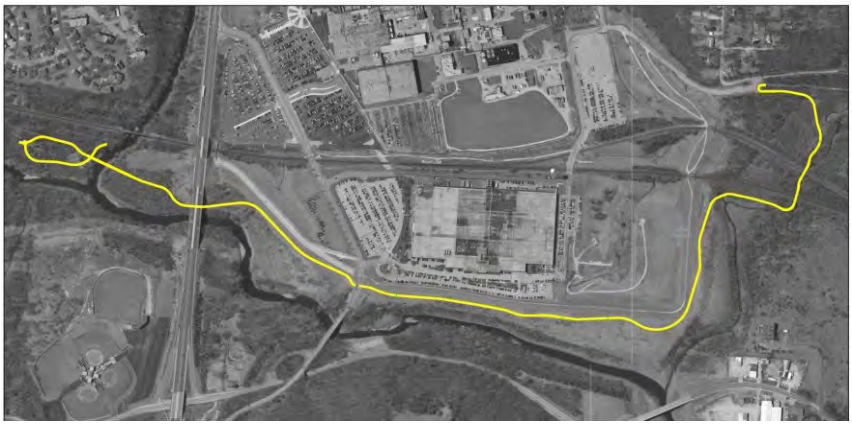
January 2021

SK Design Group

Principal	$210.00
Senior Project Manager	$170.00
Project Manager	$160.00
Project Engineer	$130.00
Inspector (Engineer)	$110.00
Inspector (Technician)	$100.00
Technician/Drafter	$100.00
Clerical	$65.00

TROLLEY-BLUE RIVER CONNECTOR TRAIL: FEDERAL PROJECT STP 3301 (443), KCMO

- Richard Allen, KCMO Parks Department, 4600 E. 43rd Street, Kansas City, Missouri, 816-513-7500, richard.allen@kcmo.org



Responsible for alignment study, preliminary engineering and construction engineering for a 2-mile trail segment of the Trolley-Blue River Connector Trail that provides the connecting link between the Indian Creek Greenway Trail, Blue River Trail and Trolley Trail. The alignment study considered cultural, economic, environmental, right-of-way and flood plain impacts. Project clearances in accordance with National Environmental Policy Act (NEPA) included COE404 permit for bank stabilization along Indian Creek, Section 401 Water Quality Certification from MDNR, Section 106, Section 106 Historic Preservation Clearance from MDNR and Section 4F parkland clearance. The project includes a 330 foot, two-span, 3-section bike/pedestrian bridge over Indian Creek to pass the 100-year flow without impacting the 10-year water surface elevation. The bridge abutments were set back 25 feet from the top of bank to mitigate 404 impacts. An intermediate bent was installed to provide the required conveyance area and reduce the bridge section lengths. A hydraulic analysis using HEC-1 was comprised and a no-rise certificate issued for the bridge.

AMITY ST. BUFFERED LANE PED/BIKE, LOUISBURG, KS

- Nathan Law, City of Louisburg, KS, 215 S. Broadway, Louisburg, KS 66053, Nathan Law, 913-837-5839, nlaw@louisburgkansas.gov

The Amity St. Buffered Lane Ped/Bike Trail consists of a 10-foot Buke/ped trail, where possible, to be constructed parallel to Amity St./K-68 Hwy. from Broadway to Crestview Dr. Approximately ½ mile in length. The trail will be designed and constructed to AASHTO and ADA guidelines. There are areas where additional right-of way is required. Coordination with City of Louisburg, MARC and KDOT. Funding provided with a grant using Kansas Transportation Alternatives Program (TAP) finds through Mid-America Regional Council's Active Transportation Program Committee.

SK Design Group, Inc.
4600 College Boulevard, Suite 100
Overland Park, Kansas 66211
Tel: 913-451-1818
Fax: 913-451-7599

TRAIL ALIGNMENT OPTIONS

AMITY STREET BUFFERED LANE PED/BIKE PROJECT
LOUISBURG, KS

EXHIBIT
1

TORRANCE STREET TRAIL. S. MUNN TO S. WALNUT, TAP - 9900 (129), MARYVILLE, MO

- Greg McDanel, City of Maryville, Missouri, 415 N. Market St., Maryville, MO 64468, 660-562-8001, gmcdanel@maryville.org

A new 8' x ~1700' trail along West Torrance Street from South Munn Avenue to South Walnut Street. The trail construction will also include light pole relocations, fire hydrant and water meter relocations, mailbox relocations, driveway replacements and new crosswalk striping and signage as necessary. The proposed trail alignment and grade follows the existing roadway and minor excavations are anticipated to create an ADA compliant path along existing slopes. The project includes funding by the Federal Highway Administration through its TAP, coordinated through the Missouri Department of Transportation. The scope of services includes survey and utility coordination, preliminary and final plans, bidding assistance and construction phase services. Temporary and permanent construction easements are also required.

LINE CREEK TRAIL, KCMO

Study/design 3 alignment options to minimize environmental impacts. One included storm improvements and flood plain fill impacts adjacent to the creek. Another was to cross over an existing pond dam, with a storm sewer sized to accommodate 100-year storm with a secondary emergency spillway. The last alignment ran next to a drained lake with an adjacent steep hillside. Wetlands were determined to be present in the lake bed area. Wetland mitigation costs were evaluated against cost to develop the trail along the hillside which was determined to be more economically feasible. Assisted in acquiring environmental permits, designed retaining walls for this segment.

BLUE RIVER TRAIL, (ALEX GEORGE LAKE CONNECTION), KCMO

- KCMO Public Works 5300 Municipal, Kansas City, MO, 64130
- Client: Patti Banks, Vireo, 402-553-5485, patti@bevireo.com

SK Design assisted in the trail alignment selection based on field conditions. Performed hydraulic analysis for pedestrian bridge crossings over the Blue River and a tributary to the Blue River. Prepared no-rise certificates for the pedestrian bridge channel crossings. Determined location and size of drainage culverts crossing the trail. Assisted with the design and review of trail pavement selections and subgrade preparation. The project was designed in accordance with Federally Funded Transportation Enhancement requirements.

HERITAGE TRAIL, KCMO AND KC, KS, FEDERAL PROJECT CMAQ-3300 (499) SEG 4C MO

- KCMO 415 E. 12th St., Kansas City, MO, 64106
- Client: Dennis Strait, Gould Evans, 816-931-6655, dennis.strait@gouldevans.com

This project links the West Bottoms to the Lewis & Clark Trail to the Upper and Lower Westside and Quality Hill areas. Responsible for masterplanning, civil engineering construction documents, and utility infrastructure. Project includes transportation and multiple agency coordination. Civil design of 6000 foot trail in west bottoms, 6100 feet of access roads and 784 lineal foot Belleview / Madison connection and assistance in route selection of the other segments of project.

LEGACY PARK, LEE'S SUMMIT, MO

- City of Lee's Summit 220 SE Green, 64063
- Client: Scott Bingham BBN Architects, 816-753-2550, scott.bingham@bbnarchitects.com

This was a multi-phase project. SK Design Group was responsible for the civil design consisting of site layout, grading, utilities, paving and erosion control. The project includes 3 miles of trails with many crossings and a prefabricated bridge. The project also includes parking lots, multiple buildings, trails, pump stations, water lines, sanitary sewers, and storm drainage systems.

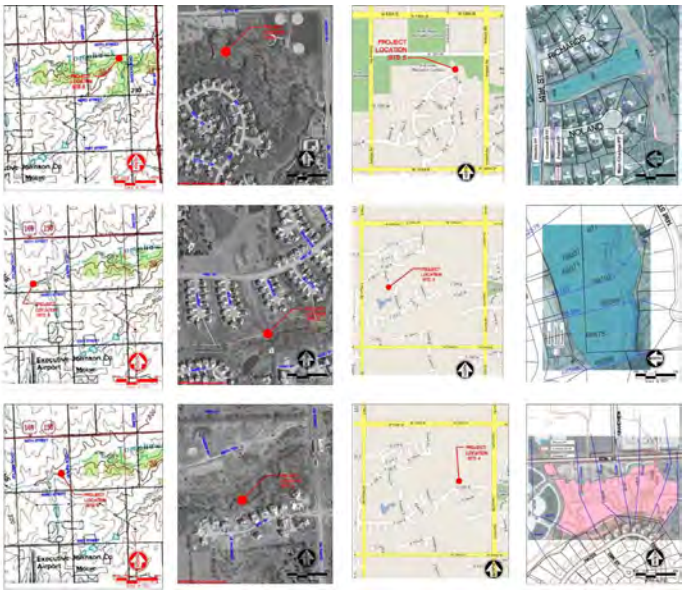
GAMBRIL PARK TRAIL, KCMO

- KCMO 415 E. 12th St., Kansas City, MO, 64106, Client: Terry Berkbuegler, Confluence, 816-531-7227, terryb@thinkconfluence.com

The project included 600' of paved trail and 1/4 mile of mulch trail, and development of a neighborhood park in Kansas City, MO, near 107th Street and St. Catherine's Lane. Our role on the project included hydraulic analysis of a new pedestrian bridge across a floodplain area, and design of new storm sewers through the park.

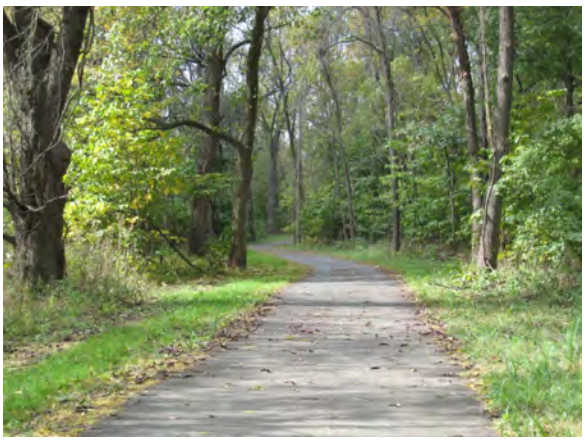
SIX CREEK CROSSINGS, OVERLAND PARK, KS

Responsible for the design of six creek crossings, including specifying pedestrian bridges, culvert design, grading plans, hydraulic analysis, preparation of "certificate of No Rise", incorporation of flood studies, permitting and preparation of cost estimates. Two of the six have been designed. Site 1 is extension of existing storm sewer line in existing drainage ditch. Site 2 is trail crossing of existing ditch, where a new 54" diameter pipe will be installed. For the two projects, SK Design coordinated with the KS Department of Wildlife and Parks and obtained Corps of Engineers permits.



TOMAHAWK CREEK TRAIL, ANTIOCH TO METCALF, OVERLAND PARK, KS

Responsible for the design of 7500 lineal feet of trail along Tomahawk Creek, including the study of alternatives at 69 Highway for crossing the creek twice or cutting into the embankment in front of the north abutment and constructing retaining walls to avoid crossings and map revisions. Coordinated with and approved by KDOT.



TURKEY CREEK TRAIL, OVERLAND PARK, KS

SK Design Group was responsible for the feasibility study and preliminary design of this trail through rugged terrain in the bluffs of Turkey Creek. The trail is approximately 6500 lineal feet long. This trail will eventually link to the metro green bike/pedestrian trail system. Several options were studied ranging from an AASHTO compliant asphalt trail to a primitive wood chip trail. Each option presented significant construction obstacles requiring extensive retaining walls, large cross pipes for drainages, correcting unstable slopes and limited access to perform the work. A large portion of the costs was for retaining walls and steps necessary to minimize adverse effects on adjacent properties, and for creating a safe and accessible path for users. The funding source for this project will be through CMAQ and the City of Overland Park.

135TH STREET TRAIL, NIEMAN TO SWITZER, OVERLAND PARK, KANSAS

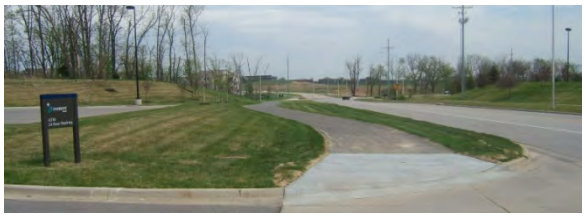
Responsible for the design of 4200 lineal feet of 10-foot wide trail along an existing park. Coordinated with and approved by KDOT.

110TH STREET TRAIL,
WOODSON TO NALL, OVERLAND PARK, KS

Responsible for the design of 1260 lineal feet of 8-foot wide concrete trail in a corridor congested with existing utilities. Coordinated with and approved by KDOT

133RD STREET TRAIL, ANTIOCH TO 69 HIGHWAY, OVERLAND PARK, KANSAS

Responsible for the design of 3375 lineal feet of 10-foot wide hike and bike trail. Coordinated with and approved by KDOT.



WILDERNESS SCIENCE CENTER, BLUE VALLEY SCHOOL DISTRICT, OVERLAND PARK, KANSAS

A 30-acre ecological wetlands, forest and grassland preserve designed to promote and maintain the existing ecology while creating a unique learning environment for students. The center includes nature trails, bicycle path, bridges on creeks and wetlands, shelters, kiosks, and observation decks.

PARK AND RIDE TRAIL, UNIVERSITY OF KANSAS, LAWRENCE

SK Design Group was responsible for the design of 2000 feet of 10 foot wide concrete trail along with 2200 feet of 8 foot wide concrete trail as part of this $7.6 million Park and Ride project, which was on a fast track schedule and was designed and constructed in less than 10 months. The total change order on the project amounted to less than 1%.

TRAIL AND PEDESTRIAN BRIDGE, NEW COMMUNITY CENTER, OLATHE, KS

- City of Olathe 1000 E. Santa Fe, 66061, Jeff Blakeman Project Coordinator, 913-971-9047 jblakeman@olatheks.org
- Client: BRS, 303-455-1366

New 70,000 sf, $16.5 million community center at the historic Mahaffie Stagecoach Park. SKDG responsibilities include new 300-car parking lot, storm water management including detention and best management practices, water main relocation and 800-foot sanitary sewer extension. The project also included master planning for the ultimate park build-out. SK Design was also responsible for coordinating the improvements with two existing on-site lakes including a Class (C) high hazard dam structure. A new trail was added to the top of the existing embankment and a new bridge placed over the existing spillway structure. An existing 48" pipe was diverted into the existing "fox" pond through a sediment forebay to help reduce low water elevations during drought periods. A new dry detention pond was constructed on the site to provide stormwater quality and detention of peak flows.

CERNER INNOVATION CAMPUS, KCMO

- Cerner, Shawn Frost, 2701 Rockcreek Pkwy., KCMO 64117, 816-982-7194, shawn.frost@cerner.com

SK Design Group is the civil engineer for Cerner Innovations and has been responsible for civil design of all site work, roadways and utilities. SK Design has led a team of professionals such as traffic engineers, a lighting consultant, a signalization consultant and landscape architect to perform these services. The project includes over eight miles of roadway improvements on and off the campus. The site is comprised of five mini-campuses with 4.5 million square feet of multi-level buildings, including a corporate training center (hotel included), a campus health clinic, two data centers, a daycare center, and a service center. The plan also proposes a 400,000-square foot retail/commercial development that includes a hotel and a grocery store and surface parking for approximately 15,700 spaces. The development consists of phased construction. Phases 1 through 4, and a retail component are complete. These phases included parking facilities for 7000 associates and several miles of trails. The final phase is projected to be completed in 2031. The final phase is projected to be completed in 2031. SK Design has been responsible for the design and construction administration of over $70M of site and utility work for this project so far.

The project included improvements to Bannister Road from Marion Ridge to White Avenue, Hillcrest Road between 87th Street and Bannister Road, 93rd Street, Marion Ridge, Drury and 94th Terrace; 3 new roundabouts; **several miles of trails**; and new streetscape. SK Design was responsible for intersection design and signals at the following public roadways:

- 87th and Hillcrest
- Bannister and Hillcrest
- 93rd and Hillcrest
- Bannister and Drury
- Bannister and Marion Ridge

SOUTH MAIN CORRIDOR, MARYVILLE, MO

- Greg McDanel, City of Maryville, Missouri, 415 N. Market St., Maryville, MO 64468, 660-562-8001, gmcdanel@maryville.org

This 1.5-mile segment is the predominate commercial corridor in the City. Traffic congestion, lack of multi-modal facilities and corridor aesthetics were major community concerns. The study included reviewing existing traffic conditions, access control, lane configurations, signal spacing and timings, traffic control devices, crash patterns and availability of non-motorized facilities such as sidewalks and bike routes. Alternative east-west connector street alignment options also were studied to accommodate future commercial growth along and adjacent to the corridor.

The final report focused on three main objectives: development of a future roadway network providing the framework for the City's future development in accordance with City's Comprehensive Plan; a phased roadway improvement plan addressing access control, traffic congestion and safety; and development of a multi-modal and aesthetically pleasing corridor, removing the open ditch roadway section, providing pedestrian and bicycle facilities enhancing the visual character and vitality of the corridor.

We were subsequently retained to develop final plans for the improvements identified in the study. The proposed improvements include a new 3-lane roadway section with center 2-way left turn lane, enclosed storm sewer, 8′ multi-use path on the west, 5′ sidewalk on the east and removal/reconfiguration of property access. All affected business owners were consulted individually. A new decorative traffic signal installation is planned. Decorative signal poles will complement the decorative street lighting. Geometric improvements at the intersection require improvements along South Avenue (500 feet each side of South Main) to develop separated left turn lanes. A new 12″ water main will be installed with the project along with street trees and other streetscape elements. Recently responsibility for NEPA documentation, right-of-way and easement acquisition, and construction phase services were added to our scope.

EMANUEL CLEAVER II STREETSCAPE ROCKHILL ROAD TO PASEO, KCMO

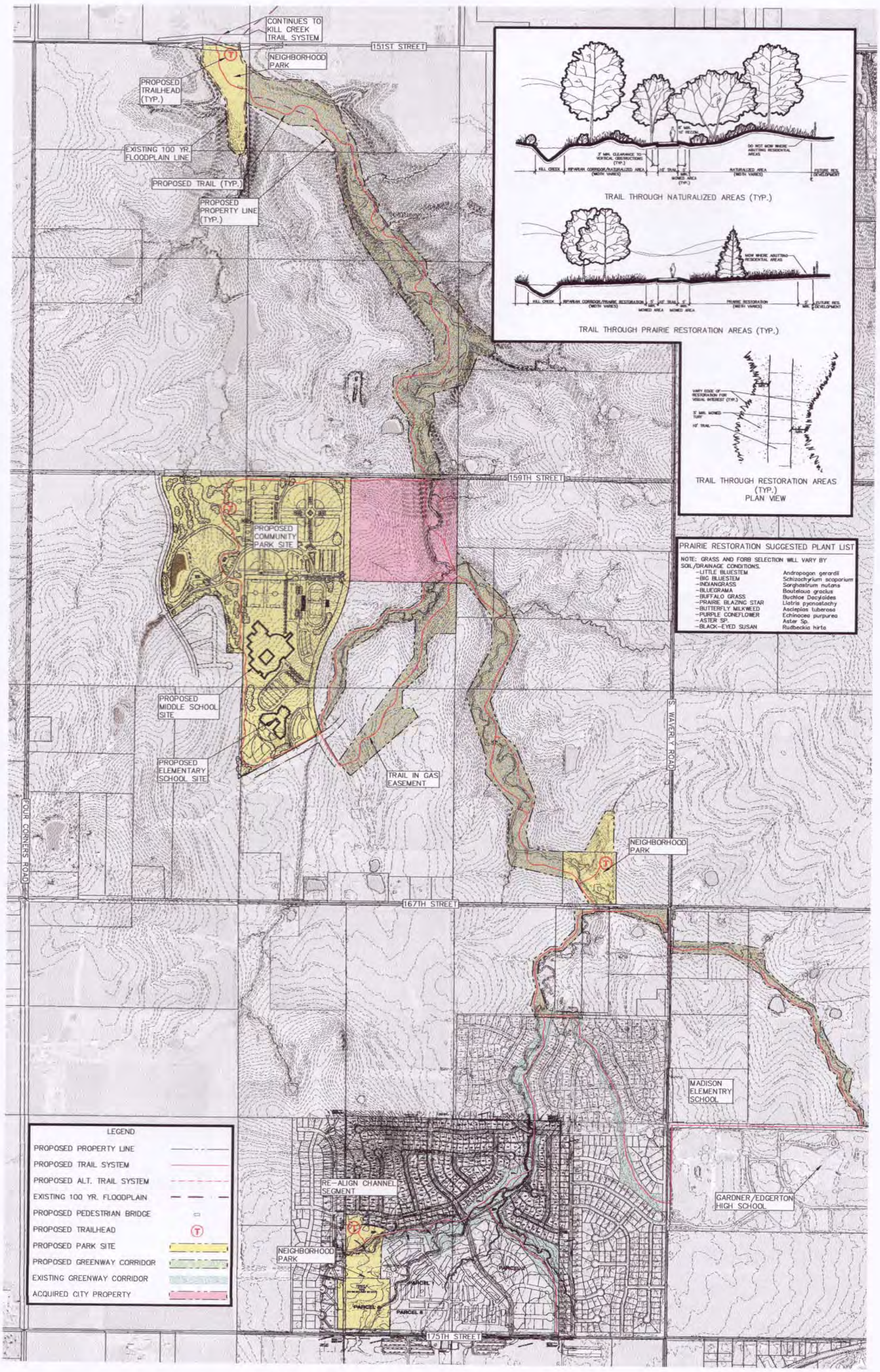
- KC Parks 4600 E., Kansas City, MO, 64120
- Client: Lorie Doolittle-Bowman 816-753-2550, lbowman@bbnarchitects.com

The completed streetscape improvements on Cleaver Boulevard were designed to bring continuity between the Country Club Plaza and Kansas City's east side and to better conform to the City's newly adopted Boulevard Standards. An extensive public process was required to ensure that design recommendations were carefully coordinated with other public and private improvements in the district and were responsive to the concerns of adjacent neighborhoods. SK Design served as civil engineer for the project. Situated in the heart of Green Impact Zone, created by U.S. Representative Emanuel Cleaver II, the streetscape design incorporates 21st century green technologies that coincide with the District's initiatives. These include roadway modifications to facilitate East/West bicycle lanes, more generous sidewalks and tree lawns, landscaped bio-swales for storm water management and a pedestrian plaza to serve as a visual gateway at the Troost Avenue intersection. The project was divided into two phases and included approximately 3,000 feet of new sidewalks, an on-street bike lane, a road diet, pedestrian amenities, buried overhead power lines, and relocated utilities. SK Design provided site grading design, utility relocation, and new pedestrian sidewalk ramps.

JAYHAWK BOULEVARD RECONSTRUCTION, KU, LAWRENCE

- Gary Mohr, University of Kansas, 785-864-5637, w715m926@ku.edu

SK Deign Group was responsible for design and CA services on a multi-year, four-phase improvement of the historic Jayhawk Boulevard, in Lawrence, KS, including full reconstruction of the boulevard, with all new pavements, sidewalks, plazas, stormwater management, signage, wayfinding, vehicular and pedestrian traffic control, extensive utility improvements, utility tunnel rehab, and extensive ADA improvements on this 4000 foot roadway through the heart of campus. All four phases required sensitivity to the historic nature of this thoroughfare. Maintaining the historic fabric of the area is paramount for the University and was deeply considered throughout the design process.



KILL CREEK TRAIL MASTER PLAN

GARDNER, KANSAS

04-22-04

Landplan Engineering, P.A.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the execution of agreements to acquire right-of-way and easements for the US-56, Sycamore to Old US-56 Reconstruction Project

Strategic Priority: Infrastructure and Asset Management
Economic Development

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the acquisition of right-of-way and easements necessary to construct the US-56, Sycamore to Old US-56 Reconstruction Project.

Background/Description of Item:
The US-56, Sycamore to Old US-56 project requires additional right-of-way and easements to complete the project. Permanent right-of-way is needed in the vicinity of the new signal planned for the intersection located between QuikTrip and Walgreens to accommodate widening of the roadway. Temporary construction easements are needed throughout the corridor to tie driveways into existing parking areas. Property acquisition is being handled by our land acquisition specialist and is following Federal Real Property Acquisition requirements.

Financial Impact:
Approximately 32 properties are affected. The total anticipated cost to acquire right-of-way and easements is less than $200,000. This cost will be included in the overall project budget. On March 1, 2021, the City Council authorized the issuance of G.O. bonds to pay for the City's portion of project costs. Annual debt service will be paid from the Special Highway Fund.

Attachments included:
None

Suggested Motion:
Authorize the acquisition of right-of-way and easements necessary to construct the US-56, Sycamore to Old US-56 Reconstruction Project in an amount not to exceed $200,000.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a contract with Capital Electric Line Builders, Inc. for the Moonlight Road and Madison Street Traffic Signal 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 a contract with Capital Electric Line Builders, Inc. for the Moonlight Road and Madison Street Traffic Signal project in an amount not to exceed $308,325.60 and authorize the City Administrator to approve construction related Change Orders up to an additional $30,800 (10%).

Background/Description of Item:
The intersection of Moonlight and Madison was previously identified as a location where signalization is warranted and the project was included in the 2020 Budget. The existing intersection is un-signalized with stop signs on Madison Street. Moonlight Road is a four-lane divided arterial with a northbound left-turn lane at Madison Street.

In order to minimize the construction time for the project, the traffic signal poles were procured under separate contracts. The City previously executed contracts with Gades Sales Co. Inc. in the amount of $23,676.00 for the signal poles.

In addition to the new signal, the project will include the following:

- Replacement of sidewalk ramps and pavement markings to meet current ADA guidelines
- Conduit and cable between the signals at Madison, Moonlight, and US-56 to prepare for future interconnection between signals
- Addition of a refuge island and a Rectangular Rapid Flashing Beacon for the pedestrian crossing at the Gardner Greenway and Madison Street
- Illuminated street name signs

An Invitation to Bid notice was published online at www.drexeltech.com in their distribution plan room, in *The Legal Record*, and on the city's website. Bids for the project were received and publicly opened on April 1, 2021. A summary of the bids received is as follows:

Bidder	Total Bid
Capital Electric Line Builders, Inc	$308,325.60
Total Electric Contractors, Inc	$329,460.00
Teague Electric Construction Inc	$349,266.80
Sosaya & Sons Construction, Inc	$350,843.00
Engineer's Estimate	$302,085.50

Capital Electric Line Builders was the low bidder. Staff is familiar with this contractor and recommends that the company be awarded the contract. Staff anticipates issuing a Notice to Proceed the first week of May and the contractor will have 180 calendar days to substantially complete the work.

Financial Impact:
Partial funding for this project will be provided by Johnson County through the 2020 CARS Program. The County will fund 50% of the eligible construction costs up to a maximum of $239,000.00. The remainder will be funded through the city's Special Highway Fund.

Attachments included:

- Contract

Suggested Motion:
Authorize the City Administrator to execute a contract with Capital Electric Line Builders, Inc. for the Moonlight Road and Madison Street Traffic Signal project in an amount not to exceed $308,325.60, and authorize the City Administrator to approve construction related Change Orders up to an additional $30,800 (10%).

Gardner Public Works Department

MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION

PW1901

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GENERAL CONDITIONS	GC-1
SPECIAL CONDITIONS	SC-1

NOTE: SOME DOCUMENTS *(BOLD)* REQUIRE A SIGNATURE OF THE CONTRACTOR AT THE TIME OF BID SUBMITTALS. IF REQUIRED DOCUMENTS ARE NOT SIGNED, THE BID WILL BE CONSIDERED IRREGULAR AND NOT READ

CITY OF GARDNER

NOTICE TO BIDDERS

Sealed bids for the **MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL PROJECT** will be accepted by the City of Gardner, Kansas at the Public Works Department, Gardner City Hall, 120 E. Main Street, Gardner, Kansas 66030, until 2:00 PM (local time) on April 1, 2021 at which time bids will be publicly opened and read aloud at the Gardner City Hall. Any bid received after the designated closing time will not be considered and will be returned unopened.
All bids shall be submitted to the Public Works Department in sealed envelopes addressed to the **CITY OF GARDNER, KANSAS, ATTENTION: SETH GOTCHEY**, and marked "Bid for: **" MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION"**

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltech.com in their eDistribution plan room, additional assistance is available at distribution@drexeltech.com.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL CONTRACT DOCUMENTS INCLUDING ADDENDA BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT HE/SHE HAS READ THE CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH AND HAS VISITED THE SITE OF THE WORK TO FULLY INFORM HIMSELF/HERSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AND SHALL INCLUDE IN HIS/HER BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.

The following items must be included in the sealed envelope with the Bid:

a. Bid Form

b. 5% Bid Security--Bid Bond, Cashier's Check or Certified Check (See below)

c. Acknowledged Addenda

Each bidder shall file with its bid a bid bond, a cashier's check or a certified check drawn on an acceptable bank, made payable to City of Gardner, Kansas, in an amount equal to five percent (5%) of the total bid, which shall be retained by City of Gardner, Kansas until a Contract for the project has been executed. Bid Bonds will be returned to the bidders, with the exception of the best and lowest and second best and second lowest responsible bidders, within twenty-one (21) days after their bids are rejected. The bid deposit of the lowest and the second lowest responsible bidders will be returned when the Performance Bond, Maintenance Bond and Statutory Bond, each in an amount equal to 100% of the Contract amount; required insurance certificates and other required documents shall have been furnished and the Contract Documents have been executed by the successful bidder.

In the event the low bidder is unable to execute the Contract, for whatever reason, within the time provided in the Notice of Award, City may annul the Notice of Award and the bid deposit may be forfeited and City shall exercise its legal prerogatives, including, but not limited to, enforcement of its rights as to the bid security or specific performance.

City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF CITY BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS NOTICE SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

CITY OF GARDNER, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

INSTRUCTIONS TO BIDDERS

IB-1 **Bids**

All Bids shall be made on the forms provided in these Contract Documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in, in black ink or typewritten, and shall be signed by the appropriate authorized individual on behalf of him/herself or the entity submitting the Bid as required herein. Each Bid must be enclosed in a sealed envelope plainly marked "Bid for: **MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION** ". Pursuant to the Notice to Bidders, Bids shall be addressed to "**CITY OF GARDNER, KANSAS, Attention: "SETH GOTCHEY"**

IB-2 **Definitions**

[See General Conditions Section GC-1].

IB-3 **Bidder's Representation**

Each Bidder, by submitting its Bid, represents that:

a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and his/her Bid is made in accordance therewith;

b. Bidder has familiarized himself/herself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of the Work;

c. Bidder has visited the site, has familiarized himself/herself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated his/her observations with the requirements of the proposed Contract Documents;

d. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

IB-4 **Bidding Documents**

Bidders may obtain complete sets of the Bidding Documents as set out in the Notice to Bidders

Bidders shall use complete sets of Bidding Documents in preparing Bids. City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

City, in making copies of the Bidding Documents available, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use of the Bidding Documents.

IB-5 **Execution of Bid**

Bids shall be made upon the form provided in these Bidding Documents. The form must be completed in black ink or by typewriter and the completed form shall be without alteration or erasure. If a Bid on all alternates is not required for alternate items, a written indication of "no Bid" on the Bid form is required. The Contract Price shall be stated both in writing and in figures. The Bid must be signed. If the Bid is being submitted by a corporation or a partnership, it must contain the entity's name and be signed by the President or other legally authorized representative if it is a corporation, or by a partner if it is a partnership.

All Bids shall contain an address, telephone number, and a facsimile number, to which communications regarding the Bid may be directed.

IB-6 **Execution of Contract Documents**

The successful Bidder shall be required to enter into a contract with City. When executing the contract, the following shall apply:

If the successful Bidder is a corporation, the contract must be executed in the corporation's name by the President or Vice-President (or other corporate officer with evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary. The corporate address must be shown below the signature. If the successful Bidder is a partnership, the contract must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The successful Bidder shall provide to City a Certificate of Good Standing in the State of Kansas from the Kansas Secretary of State which is valid for the year in which construction is commenced.

All names must be typed or printed below the signature. The address, telephone number and facsimile number to which communications regarding the contract are to be directed must be shown.

If the successful Bidder is a foreign corporation, foreign limited partnership, or foreign limited liability company duly authorized to do

business in the State of Kansas, a copy of the authorization, a copy of a Certificate of Good Standing, along with a Letter of Good Standing, issued by the Kansas Secretary of State and valid for the year construction is commenced, shall be filed with City prior to commencement of construction.

Successful Bidders who are not residents of the State of Kansas and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas, are required to appoint an agent for service of process who is a resident of Kansas, accompanied by a filing fee of $20.00, with a check for this sum payable to the Kansas Secretary of State.

IB-7 **Defects in the Bidding Documents or Contract Documents**

Bidders shall promptly notify City in writing of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which may be discovered upon examination of the Bidding/Contract Documents or of the Project site and location conditions.

Bidders requiring clarification or interpretation of the Bidding/Contract Documents shall make a written request received by City Engineer at least seven (7) days prior to the date of Bid opening.

Any interpretation, correction or change of the Bidding/Contract Documents will be made by written Addendum from City Engineer. Interpretations, corrections or changes to the Bidding/Contract Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. Bidders will not be permitted to take advantage of any such defect.

IB-8 **Insurance**

Upon award of this Agreement, the successful Bidder will be required to secure and maintain, throughout the duration of the Agreement, insurance of such types and in at least such amounts as required herein. The successful Bidder will be required to provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $50,000.00, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

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;
(3) Carries at least a Class "X" financial rating; or
(4) Is a company mutually agreed upon by City and Contractor

General Liability

Limits - [Establish appropriate limits based on risk factors of contract]

Each Occurrence ..... $ 500,000
Personal & Advertising Injury ..... $ 500,000
Products/Completed Operations
Aggregate ..... $ 500,000
General Aggregate ..... $ 500,000

Policy **MUST** include the following conditions:

(a) Contractual Liability and Independent Contractors; and
(b) Explosion, Collapse & Underground, if applicable.
(Certificate must confirm inclusion of "Blasting" coverage, if applicable)

Automobile Liability

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto
OR
B) All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single
Limits, Bodily Injury and
Property Damage: $500,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirement shall be amended to allow Contractor to maintain only Hired and Non-Owned Autos.

Workers' Compensation

Insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

Employers' Liability

Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Umbrella Liability

An umbrella or excess liability policy in the minimum amount of $1,000,000 each occurrence, $ 1,000,000 aggregate is required. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

A) General Liability
B) Automobile Liability
C) Employers' Liability

Unless otherwise specified, City shall be shown as an additional insured on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.

Owner's Protective Liability

On all contracts in excess of $ 100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Gardner, Kansas, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least $500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

Subcontractors' 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; or

(2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

Professional Liability

The Professional shall maintain throughout the duration of this Agreement and for a three year period (optional) thereafter, Professional Liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) each claim/aggregate, and shall provide City a certificate thereof.

IB-9 **Substitutions**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by City Engineer at least seven (7) days prior to the date of Bid opening. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The City Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If City Engineer approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

IB-10 **Addenda**

Written Addenda will be mailed or faxed to all who are known by City to have received a complete set of Bidding Documents.

Copies of written Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than two (2) days prior to the date of Bid opening except an addendum withdrawing the request for Bids or one which includes postponement of the date of Bid opening.

Each Bidder shall ascertain prior to submitting his/her Bid that he/she has received all written addenda issued, and shall acknowledge its receipt in his/her Bid.

IB-11 **Taxes**

It is the intent of City to supply Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. Contractor shall, in preparing his/her proposal, omit from his/her computed costs all sales and service taxes. Two copies of State of Kansas Project Completion Certification (Form STD-77) will be furnished to City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to Contractor and must be signed and returned to City upon completion of the project. City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment may be held by City until City has received the two Project Completion Certifications from Contractor along with a Consent.

IB-12 **Liquidated Damages**

In case of failure on the part of Contractor to effect completion within the time specified, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, according to the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
0	to	25,000	75.00
25,001	to	50,000	125.00
50,001	to	100,000	200.00
100,001	to	500,000	400.00
500,001	to	1,000,000	600.00
1,000,001	to	2,000,000	925.00
2,000,001	to	5,000,000	1,375.00
5,000,001	to	10,000,000	2,000.00
10,000,001	and	up	3,000.00

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time.

In the event moneys being retained by City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of this Contract at the time stipulated herein and provided for.

IB-13 **Qualification of Bidders**

In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications,

when required by City. City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by City.

City may conduct such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to City's satisfaction within the prescribed time. The City reserves the right to reject any bid where investigation of available evidence does not satisfy the City, in its sole discretion, that the Bidder is qualified to carry out properly all terms of the contract and work.

IB-14 **Award of Contract**

The contract will be awarded to the successful Bidder as determined by City.

City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.

If the contract is awarded, City will give the successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

When City gives a Notice of Award to the Successful BIDDER, it will be accompanied by at least three (3) unsigned copies of the Contract Documents. Within ten (10) days thereafter CONTRACTOR shall execute and deliver at least three (3) copies of the agreement to City with all other Contract Documents attached. Within ten (10) days thereafter City will deliver one complete set of contract documents, fully executed, to CONTRACTOR.

IB-15 **Bonds**

The successful Bidder will be required to furnish a Performance Bond, Statutory Bond, and Maintenance Bond on the forms hereinafter provided, each in an amount equal to one hundred per cent (100%) of the amount of the Contract to be awarded in each case in addition to any other bonds as may be required by the Contract Documents. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

IB-16 **Bid Preference**

Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, when letting contracts for Bids, City must require any Bidder domiciled outside the State of Kansas to submit a Bid

the same per cent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by City that the apparent lowest responsible Bidder is a foreign domiciled Bidder, such Bidder shall be considered the successful Bidder only if such Bidder's Bid complies with this state law requirement and the Bid is found to be in the best interest of City.

All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable per cent received by in-state Bidders from the state in which the contract is located.

IB-17 **Non-discrimination and Affirmative Action**

Contractor shall be an equal opportunity employer as defined by Section 2000 (e) of Chapter 21, Title 42, of the United States Code Annotated (USCA), and shall not discriminate on the basis of race, sex, disability, religion, ethnicity, national origin or age.

IB-18 **Sexual Harassment**

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees, and subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

IB-19 **Appointment of Agents for Service of Process**

K.S.A. 16-113 requires that non-resident contractors (having a principal office located outside the state of Kansas) appoint an agent for the service of process in Kansas. The executed appointment must be filed with the Kansas Secretary of State. Any successful Bidder domiciled outside the State of Kansas must comply with this statutory requirement on the form to be provided by City and must include the applicable filing fee prior to being issued a Notice to Proceed.

All non-resident CONTRACTORS and SUBCONTRACTORS, as defined in K.S.A. 79-1008, desiring to engage in the business of construction in who have not registered this contract with the Director of Revenue for the

state of Kansas, post a good and valid surety bond in the sum of $1,000.00 and conditioned that all taxes, including contributions due under the employment security law, which may accrue to the state of Kansas and all taxes, including contributions due under the employment security law, which may accrue to the state of Kansas, and all taxes which may accrue to the political subdivisions thereof on such Contract shall be paid (see K.S.A. 79-1009 et. seg.).

IB-20 **Subcontracting**

Contractor may utilize the services of subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors; provided, however that Contractor shall not award subcontracts which total more than fifty per cent (50%) of the Contract Price.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) days after Notice of Award and prior to commencing construction, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City Engineer shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid security will be forfeited, or if construction has begun, such failure will be grounds to terminate the contract. The failure of City to make objection to the subcontractor within ten (10) days after the list of subcontractors is furnished to City shall constitute an acceptance of such subcontractor, but shall not constitute a waiver of any right of City to reject Defective Work, materials or equipment not in conformance with the requirements of the Contract Documents. The successful Bidder/contractor shall not make any substitution for any subcontractor who has been accepted by City unless City Engineer approves the substitution in writing.

IB-21 **Conflict of Interest in the Case of Federal Funds**

31 USCA Section 1352 requires all sub-grantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and sub-recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from City and should be returned to City with the other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide City with the same.

IB-22 **Bid Mistakes; Procedure for Correction or Withdrawal of Bids**

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

IB-23 **Payment by City**

Payments by the City may be made using any of the following methods of payment, in its sole discretion: (a) automated clearing house ("ACH") or wire transfer; (b) for payments under $1,000, credit/purchasing cards; or (c) checks. When utilizing the check option, all checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor. When utilizing the ACH or wire transfer option, the transaction will occur within the timeframe provided by the contract documents with no advance or subsequent notice to the Contractor.

The successful Bidder will be required to submit, in the contract documents required by IB-6, such financial information as shall be required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law. Such information may include, but shall not be limited to, bank account number(s), bank ABA number(s), or a Form W9 – Request for Taxpayer Identification Number and Certification.

BID FORM

PROJECT: **MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALIATION AND OPTIMIZATION**

TO: CITY OF GARDNER
JOHNSON COUNTY, KANSAS

NOTE: PLEASE DO NOT RETURN THESE DOCUMENTS IF YOU ARE NOT SUBMITTING A BID. YOUR NAME WILL REMAIN ON OUR BIDDERS' LIST UNTIL WE ARE NOTIFIED TO REMOVE IT.

The undersigned Bidder hereby proposes to deliver all materials, supplies, transportation, tools and equipment stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

BIDDING COMPANY: Capital Electric Line Builders, Inc.

Item No.	Description	Unit	Approx. Unit Qty.	Unit Price	Unit Total
1	MOBILIZATION	LS	1	$ 29,624.00	$ 29,624.00
2	DEMOLITION AND REMOVALS	LS	1	$ 3,932.00	$ 3,932.00
3	TRAFFIC SIGNAL	LS	1	$147,734.00	$147,734.00
4	FIBER INTERCONNECT	LS	1	$ 62,046.00	$ 62,046.00
5	MOONLIGHT AND MADISON PAVEMENT MARKING & SIGNING	LS	1	$ 7,214.00	$ 7,214.00
6	TRAFFIC CONTROL	LS	1	$ 12,446.00	$ 12,446.00
7	MOONLIGHT AND MADISON CURB AND GUTTER, COMBINED (TYPE B)	LF	21	$ 57.00	$ 1,197.00
8	MOONLIGHT AND MADISON SIDEWALK CONSTRUCTION (4")	SF	344	$ 9.80	$ 3,371.20
9	MOONLIGHT AND MADISON SIDEWALK RAMP W/ DETECTABLE WARNING SURFACE	SF	206	$ 23.90	$ 4,923.40
10	MOONLIGHT AND MADISON DETECTABLE WARNING SURFACE	SF	34	$ 27.00	$ 918.00
11	RRFB ASSEMBLY, PAVEMENT MARKING AND SIGNING	LS	1	$ 28,642.00	$ 28,642.00
12	RRFB, MEDIAN CURB AND GUTTER (7")	LF	53	$ 51.00	$ 2,703.00

13	RRFB, RED COLORED STAMPED CONCRETE	SY	12 ~~7~~	$ 190.00	$ 2,280.00
14	RRFB, PEDESTRIAN MEDIAN REFUGE	SY	7 ~~12~~	$ 185.00	$ 1,295.00

TOTAL BID: $ 308,325.60

1. **It is understood and agreed that the contract will be awarded on the basis of the total bid amount for the Total Bid.**

2. The undersigned further agrees to deliver the equipment, as stated in the accepted bid, within 180 calendar days after the notice of contract approval is received from the City either via email or written notice.

3. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

4. The undersigned further declares that it has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.

5. The undersigned hereby agrees to furnish execute the Agreement within five (5) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as to Bid security.

6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

   Addendum #1 Dated: 3/29/2021

7. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

_____

_____

_____

Enclosed is a certified check, cashier's check or Bid bond in the amount _____ DOLLARS ($_____) which sum is five percent (5%) of the total Bid submitted. The undersigned agrees this security is subject to being forfeited to City as liquidated damages and not as a penalty, together with other legal remedies the City may choose to invoke, all as set forth in the Instructions to Bidders, should this Bid be accepted and the Contract be awarded to this Bidder and Bidder should fail to enter into an Agreement in the form prescribed and to furnish the required insurance, bonds and other required documents within ten (10) calendar days as above stipulated, otherwise the Bid security shall be returned to the undersigned upon signing of the Agreement and delivery of the approved bonds and other required documents to said City of Gardner, Kansas.

Dated this _____ day of _____, 2021.

_____
Contractor

By: _____

_____
Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
Email Address [if available]

Project No. **PW1901**

CITY OF GARDNER, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

AGREEMENT BETWEEN CITY
AND CONTRACTOR

FOR PROJECT NAME:
MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION

THIS AGREEMENT BETWEEN CITY AND CONTRACTOR, hereinafter "Agreement," is made and entered into this _____ day of _____,2021, by and between the City of Gardner, Kansas, hereinafter "City," and Capital Electric Line Builders, Inc., hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has prepared a Notice to Bidders, Instructions to Bidders, Bid Form, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, (hereinafter collectively "Contract Documents,") and City has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for the construction of public improvements in accordance with the terms of this Agreement including, but not limited to, the furnishing of the cost of materials, labor, tools and equipment; and

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to City a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, City has publicly opened, examined and reviewed the Bids submitted, and as a result has determined and declared Contractor to be the best and most responsible Bidder for the construction of said public improvements, and has duly awarded to Contractor a contract upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid, attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid to Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, City for itself and its successors, and Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other construction accessories, services

and facilities required to construct and complete the Work as designated, described and required by the Contract Documents, to wit:

> Installation of Traffic Signal Poles, Fiber Interconnect, RRFB installation and miscellaneous appurtentant items.

all in accordance with the Contract Documents, including but not limited to, the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions, on file with the City Clerk of Gardner, Kansas, all of which Contract Documents form this Agreement, and are as fully a part hereof as if repeated verbatim herein; all Work to be done in a good, substantial and workmanlike manner and to the satisfaction of City, and in accordance with the laws of the City of Gardner, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. City shall pay to Contractor for the performance of the Work embraced in this Agreement, and Contractor will accept in full compensation therefore, the sum of Three hundred eight thousand three hundred twenty five dollars and twenty five cents DOLLARS ($ 308,325.60) referred to as the Contract Price (subject to adjustment as provided by and in accordance with the Contract Documents), for all Work covered by and included in this Agreement, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents. City reserves the right to make additions and deletions to the Contract Documents as provided therein. Without exception, ten per cent (10%) of all partial payments made to Contractor shall be retained until all Work is formally accepted by formal action of the Gardner City Council.

ARTICLE III. Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement within the time specified in the Notice to Proceed. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in the General Conditions for each and every 24 hour calendar day the Work remains incomplete over the specified completion time.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without previous written consent of City. 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 per cent (50%) of the total Contract Price. No subcontracts, or other transfer of this Agreement, shall release Contractor of its liability under this Agreement and the bonds applicable hereto.

ARTICLE V. 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.

ARTICLE VI. City and Contractor specifically agree that by executing this Agreement, the Contract Documents are 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.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents and General Conditions which apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Gardner, Kansas has caused this Agreement to be executed on its behalf and Contractor through Contractor's duly authorized officer or representative has executed three (3) counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

CITY OF GARDNER, KANSAS

By: _____
James Pruetting, City Administrator

Date: _____

[SEAL]

ATTEST:

_____
Sharon Rose, City Clerk

CONTRACTOR

_____
Contractor

BY:_____
Signature

_____
Title (SEAL)

_____
Address

_____
City, State, Zip

_____
Phone No.

_____
Email address (if available)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation which authorizes the signer to bind the corporation or partnership.)

Project No. PW1901 **Bond No. _____**

CITY OF GARDNER, KANSAS

PERFORMANCE BOND

We, the undersigned of _____, as Principal, hereinafter referred to as the "Contractor," and _____ _____, a corporation organized under the laws of the State of _____ _____, and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of_____ _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum truly to be made to the City of Gardner, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____, 2021, executed a written Contract with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as " **MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION"**, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is made a part hereof by reference as if fully set out herein.

NOW THEREFORE, if Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Provided further that if Contractor fails to perform and abide by any such obligations hereunder in any respect, the Surety shall either promptly remedy such failure or shall within fourteen (14) days from the date of written notice from the City:

1. Commence completion the Work of the Agreement and Contract Documents in accordance with terms and conditions therein; or

2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with the terms and conditions of the Contract Documents, and upon determination by City and the Surety jointly of the best

and lowest responsive, responsible bidder, arrange for a Contract between such bidder and City, and make available as the Work progresses sufficient funds to pay the total costs of completion less the balance of the Contract Price, including other costs and damages for which the Surety may be liable hereunder.

3. Pay to City sufficient funds to pay the cost of completion less the balance of the Contract Price and other costs and damages for which the surety may be liable hereunder.

   The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount previously paid by City to Contractor. No right of action shall accrue on this Bond to or for the use of any person or corporation other than City or successors of City.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications.

IN TESTIMONY WHEREOF, Contractor has hereunto set his/her hand, and the Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 2021.

_____
[Contractor/Principal]

[SEAL]

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)

CITY OF GARDNER, KANSAS

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ as Contractor and Principal, and _____ _____ with general offices in the City of _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the State of Kansas, IN THE PENAL SUM OF _____ _____ Dollars ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH THAT:

WHEREAS, Contractor, has on the _____ day of _____, 2021, entered into an Agreement with the City of Gardner, Kansas, which is incorporated herein as if fully set forth, for furnishing all tools, equipment, transportation, materials and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with the Specifications, and other Contract Documents on file in the office of the City Clerk of Gardner, Kansas. Said project is more specifically described as:

MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION

NOW THEREFORE, if Contractor and all the subcontractors of Contractor shall pay all indebtedness incurred for supplies, materials, transportation, and labor furnished, and equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned Contract Documents, this obligation shall be void after the six (6) months statutory claim period following completion of the improvement is expired, otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the Contract Documents to the Work to be performed thereunder, or to the total Contract Price, the Specifications accompanying the same, shall in any way affect its obligation on this Statutory Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the Contract Documents or to the Specifications, including an increase in the total Contract Price. The Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment and supplies used or consumed in connection with or in or about the construction of said public improvement, as

hereinbefore stated or said person's assigns, may bring action on this Statutory Bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on this Statutory Bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, Contractor has hereunto set his/her hand, and the Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on the _____ day of _____,2021.

[SEAL] _____
[Contractor/Principal]

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

[Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.]

[A Statutory Bond is required only in connection with a Contract exceeding One Hundred Thousand Dollars and No Cents ($100,000.00) in accordance with K.S.A. 60-1111, as amended.]

Project No. PW1901 **Bond No. _____**

CITY OF GARDNER, KANSAS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as the "Principal," hereinafter referred to as "Contractor," and _____ _____as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of _____and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of _____ Dollars ($_____) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND is such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with City to construct certain improvements referred to as **MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION,** more particularly described in the Agreement and the Contract Documents dated _____, 2021, the Agreement and the Contract Documents are made a part hereof by reference as if fully set out herein.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents, including all documents incorporated therein, between City and Contractor, and all applicable laws, rules, and regulations such as, but not limited to, those set forth in the Code of the City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, Water Lines, and Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

If the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

Signed and sealed this _____ day of _____, 2021.

_____
[Contractor/Principal]

[SEAL]

_____
[Title]

ATTEST:

_____
[Secretary]

_____
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the Bond.)

PROJECT NO. PW1901

CITY OF GARDNER, KANSAS

APPOINTMENT OF AGENT FOR SERVICE OF PROCESS FOR OUT OF STATE CONTRACTORS

_____, as Contractor, having entered into a written agreement with the City of Gardner, Kansas for the public improvement described as: **MOONLIGHT ROAD AND MADISON STREET TRAFFIC SIGNAL INSTALLATION AND OPTIMIZATION**, hereby appoints _____ _____, as its agent in the State of Kansas, upon whom process may be served. The address of the agent is _____, _____ County, Kansas.

This appointment was executed this ___ day of _____, 2021.

_____
Contractor

By: _____

_____
Title

CONSENT TO ACT AS AGENT

I, _____, a resident of the State of Kansas residing at _____, having been duly appointed and designated to act as resident agent for _____, do hereby acknowledge this appointment and declare that I will act as such agent and will accept all service of process that may be brought against Contractor within the State of Kansas.

In testimony whereof, I have hereunto set my hand on this, the _____ day of _____, 2021.

_____
Agent

ACKNOWLEDGMENT

STATE OF KANSAS }
} ss:
COUNTY OF _____ }

BE IT REMEMBERED that on this _____ day of _____, 2021, before me a notary public in and for said county and state, appeared _____ who acknowledged that he signed the foregoing instrument and further acknowledged the same as his/her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last above written.

_____
Notary Public

My appointment expires: _____

[The Appointment of Agent shall be filed with the Kansas Secretary of State pursuant to K.S.A. 16-113.]

(Contractors who are non-residents of the State of Kansas and are not a foreign corporation, foreign limited partnership, or foreign limited liability company qualified to do business and in good standing in Kansas, are required to appoint an agent for service of process who is a resident of Kansas, accompanied by a filing fee of $20.00, with a check for this sum payable to the Kansas Secretary of State.)

CITY OF GARDNER, KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

(1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;

(2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;

(3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;

(4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and

(5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals $5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: _____ _____
Contractor/Principal

By: _____
Signature

CORPORATE SEAL

_____
(Official Title of Signer)

CITY OF GARDNER, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

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CITY OF GARDNER, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

GENERAL CONDITIONS

GC-1 Definitions

Every term, definition and clause contained in the General Conditions shall be incorporated into the Agreement between City and Contractor and shall be binding upon the parties hereto, unless stricken by mutual written consent. Whenever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Contract Documents and become a part of the Contract Documents; receipt of each addendum shall be acknowledged in the Bid by the Bidder.

2. Agreement - The written Agreement between City and Contractor covering the Work to be performed; Contract Documents are incorporated into the Agreement and are equally binding upon the parties.

3. Alternative Bid (or Alternate Bid) - An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

4. Amendment - A change to the Contract Documents, made in writing, signed by City and Contractor on or after the Effective Date of the Agreement. The only method available for changing the Contract Time or Contract Price.

5. "As shown," "as indicated," "as detailed," or words of similar import refer to the Contract Drawings, unless stated otherwise.

6. Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the Base, to which Work may be added or from which Work may be deleted for sums stated in Alternative Bids.

7. Bid - Complete and properly executed offers or proposals of Bidders to do the Work, or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bidding Documents.

8. Bidder - Individual or entity who submits a Bid.

9. Bidding Documents - Include the advertisement or Notice to Bidders, Instructions to Bidders, the Bid Form, Plans and Specifications all contract forms and the proposed Contract Documents including any written Addenda issued prior to opening of the Bids. Typically, all Contract Documents issued prior to the opening of Bids.

10. Bonds - Bid, Performance, Payment or Statutory and Maintenance Bonds together with such other instruments of security as may be required by the Contract Documents.

11. Calendar Days - When computing time prescribed by the Contract Documents, the day from which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a City Holiday, in which case, the last day shall be the next business day thereafter. A calendar day shall include any day of the week whether the Contractor works or not, and shall not be excluded as a result of inclement weather unless approved in writing, by the Engineer.

12. Change Order - A written document issued by City, which is duly executed by the parties, authorizing an addition, deletion or revision to the Work, or an adjustment (increase or decrease) in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement. The Contract Price and Contract Time may only be modified by Change Order.

13. City - City of Gardner, Kansas, or Owner.

14. "Contract," "Contract Documents" and "Agreement" shall have the meaning ascribed to them in Paragraph GC-2 of these General Conditions and such terms may be used interchangeably.

15. Contract Price - The total moneys payable by City to Contractor for Final Completion of the Work as per the Contract Documents and as stated in the Agreement.

16. Contract Time - The total number of calendar days stated in the Agreement for the completion of the Work.

17. Contractor - The individual, corporation, partnership, or entity with whom City has entered into the Agreement, together with Contractor's duly authorized agents or legal representatives.

18. Day - A calendar day is twenty-four hours measured from midnight to the next midnight.

19. Defective Work - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the specified requirements, reference standards, tests or reviews referred to in the Contract Documents, or has been damaged prior to approval of final payment unless responsibility for the damage has been expressly assumed by City at Substantial Completion.

20. Drawings and/or Plans - The Drawings and/or Plans which show the character and scope of the Work to be performed and which have been prepared by the Engineer and are referred to in the Contract Documents.

21. Effective Date of the Agreement - The date indicated in the Agreement on which the Agreement becomes effective, but if no such date is indicated it shall mean the date on which the Agreement is signed by the Mayor of City.

22. Engineer - Engineer shall mean City Engineer or Public Works Director or his designee for City of Gardner, unless the Contract Documents identify an individual or entity which has been contracted with by City for the performance of professional architectural or engineering services in connection with the Project.

23. Field Order - An oral order issued by the Engineer which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

24. Final Acceptance - The date upon which the construction of the Project is complete in accordance with the Contract Documents such that the Project can be utilized for purposes for which it is intended.

25. General Requirements - Those provisions of the Specifications which apply to the entire Work.

26. Inspector - The authorized representative of the Engineer.

27. Notice of Award - The written notice by City to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated in the Bidding Documents and Contract Documents, within the time specified, City will enter the Agreement.

28. Notice to Proceed - A written notice presented by City to Contractor fixing the date on which the Contract Time shall commence and on which Contractor shall start to perform his obligations under the Contract Documents. Without the express written consent of City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

29. Owner - City of Gardner, Kansas, or City.

30. Partial Utilization - Use of a portion of the Work to be provided under the Contract Documents by City.

31. Payment Request - Also referred to as "Application for Payment." The form used by Contractor to request a Progress Payment or Final Payment and includes such supporting documentation as required by the Contract Documents.

32. Plans - Includes all drawings which may have been prepared by the Engineer or a professional services contractor of City, and used as a basis for the Bids, all drawings (other than shop drawings) submitted by the Successful Bidder with its Bid or by Contractor to City, if and when approved by the Engineer, and all drawings submitted by City to Contractor during the progress of the Work, which show the character and scope of the Work to be performed.

33. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. Provide - means to "furnish and install," according to the requirements of the Contract Documents.

35. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by Contractor, a subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by Contractor to illustrate material or equipment for some portion of the Work.

36. Special Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

37. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but are not limited to:

    (1) Design Specifications, such as measurements, tolerances, materials, inspection requirements and other information relative to the Work;
    (2) Performance Specifications, such as performance characteristics required, if any;
    (3) Purchase Description Specifications, such as products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives including aesthetics, warranty and manufacturer reputation, may be substituted upon written request and written approval by City in accordance with the General Conditions;
    (4) Such other information deemed appropriate by City for inclusion in the Specifications for construction of the Project.

38. Subcontractor - An individual, firm, corporation or other entity having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

39. Substantial Completion - A point in time when the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, as evidenced by his definitive statement of Substantial Completion, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such statement issued, when Final Payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to "Substantial Completion" thereof.

40. Successful Bidder - Individual, corporation, partnership, person or entity that is determined and declared by City to be the lowest responsible Bidder submitting a bid in conformity with the terms of the Bidding Documents, and in the best interest of City.

41. Supplier - An individual, corporation, partnership or entity that is a manufacturer, fabricator, supplier, distributor, material man or vendor.

42. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

43. Unit Price - An amount stated in the Bid as a price per unit of measurement for material or services as described in the Bidding Documents or in the proposed Contract Documents.

44. Unit Price Work - Work to be paid for on the basis of Unit Price.

45. Work - The completed construction of the various separately identifiable parts of construction required to be furnished under the Contract Documents. Work

is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment in to the construction, as required by the Contract Documents.

46. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Engineer.

GC-2 Contract Documents: Definitions

1. General

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, and modifications incorporated before execution of the Agreement by the Mayor of City or after execution, if in accordance with the procedure set forth herein therefore:

Bidding Documents;
Contract Documents;
Conditions of the Contract;
Specifications;
Drawings and/or Plans.

2. Bidding Documents

The Bidding Documents issued by City to assist Bidders in preparing their Bids may include the following:

a. Notice to Bidders;
b. Instructions to Bidders;
c. The Bid Form;
d. Any Written Addenda;
e. Bid Bond or Other Security.

3. Contract Documents

a. Agreement between City and Contractor;
b. Bonds -

(1) Performance Bond in an amount equal to 100 % percent of the Contract Price;
(2) Statutory Bond in an amount equal to 100 % percent of the Contract Price. Applicable to all contracts in which the Contract Price is over $100,000;
(3) Maintenance Bond in an amount equal to 100% percent of the Contract Price;
(4) Payment Bond in an amount equal to 100% percent of the Contract Price. Applicable to all contracts in which the Contract Price is $100,000 or less.

c. Any written Change Orders or Amendments

4. Conditions of the Agreement

a. General Conditions of this Agreement, of which this paragraph is a part;
b. Special Conditions of this Agreement;

c. All Federal, State and local laws and regulations applicable to this Agreement;
d. Wage requirements applicable to this Agreement.

5. Specifications and Drawings

a. Contract Specifications which are listed in the Table of Contents for these Contract Documents;
b. Contract Drawings, including but not limited to, the Contract Drawings listed in the drawing index of the Contract Drawings.

GC-3 Preliminary Matters

1. Delivery of Bonds

When Contractor delivers the executed Agreement to City, Contractor shall also deliver to City such bonds or other security as Contractor may be required to furnish pursuant to the terms of this Agreement.

2. Copies of Documents

City shall furnish to Contractor up to five copies (unless otherwise specified) of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3. Commencement of Contract Time; Notice to Proceed

a. The Contract Time will commence on the date stated in the Notice to Proceed;
b. No Work shall be done at the site prior to issuance of a Notice to Proceed;
c. Contractor shall notify the Engineer in writing of its construction schedule prior to commencing the Work;
d. Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates (and other evidence of insurance requested by City) of insurance which Contractor is required to purchase and maintain pursuant to the terms of this Agreement.

4. Pre-Construction Conference

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.

GC-4 Schedules

1. Progress Schedule

a. 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.

2. Adjusting Progress Schedule

Contractor shall submit to the Engineer any adjustments to the progress schedule that reflect the impact of any unanticipated developments; such adjustments shall conform to the progress schedule and shall comply with all provisions of this Agreement.

3. Finalizing Schedules

a. At least ten (10) days prior to submission of the first Application for Payment, a conference attended by Contractor and appropriate Subcontractors shall be held for the purpose of finalizing the progress schedule. The finalized progress schedule will be reviewed by the Engineer to ensure an orderly progression of the Work to completion within the Contract Time, but such review will neither impose on City responsibility for the progress or scheduling of the work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be reviewed by the Engineer to ensure a workable schedule for processing the submissions.

GC-5 Contract Intent and Interpretation

The intent of this Agreement is to ensure complete, correct and timely execution of the Work. Any Work that is required, implied or inferred by the Contract Documents and is necessary to produce the intended result shall be provided by Contractor for the Contract Price.

When a word, term or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry, and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. The word "include" and any derivative thereof shall be deemed to be followed by the phrase "without limitation."

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of bid award or at the Effective Date of this Agreement if there were no bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code, whether or not incorporated by reference in the Contract Documents, shall change the duties and responsibilities of City, Contractor, or any of their agents or employees from those set forth in the Contract Documents.

The apparent silence of Plans, Specifications, Special Conditions, or other Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best general practice is to be used.

Should anything which is necessary for a clear understanding of the Work be omitted from the Contract Documents, or should it appear that various instructions are in conflict, Contractor shall secure written instructions from City before proceeding with the Work affected by such omissions or discrepancies.

If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall, prior to proceeding with the Work affected by such conflict, report the findings to Engineer, in writing,

immediately and shall obtain a written interpretation or clarification from the Engineer.

City may have requested an independent architect/engineer to prepare documents for the Project including the Drawings and Specifications for the Project, which should be accurate, adequate, consistent, coordinated and sufficient for completion of the Work. However, City makes no representation or warranty of any nature whatsoever to Contractor concerning such documents. Contractor acknowledges and represents that Contractor has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for completion of the Work, and Contractor has not, does not, and will not rely upon any representation or warranties by City concerning such documents.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First	Laws and Regulations
Second	Agreement Between City and Contractor
Third	Amendments
Fourth	Special Conditions
Fifth	General Conditions
Sixth	Specifications
Seventh	Drawings

Figured dimensions on Plans shall take precedence over scaled dimensions. Detailed Plans in the Contract Documents shall take precedence over General Plans.

The titles and headings printed on the Contract Drawings, the General Conditions, the Contract Specifications, and elsewhere in the Contract Documents are inserted for reference only.

GC-6 Amending and Supplementing Contract Documents

1. The Contract Documents may be amended to provide for additions, deletions or revisions to the Work, or to modify the terms and conditions thereof in one or more of the following ways:

   (a) Written Amendment;
   (b) Change Order.

   Contract Price and Contract Time may only be changed by written Change Order.

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 Shop Drawing or Sample;
   (c) Engineer's written interpretation or clarification.

GC-7 Reuse of Documents

Neither Contractor nor any Subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies) furnished and/or prepared by or bearing the seal of the Engineer.

GC-8 Easements and Rights-of-Way

If applicable, permanent and temporary construction easements and rights-of-way will be provided by City as shown on the Plans. Contractor shall confine the Work to the easements provided and shall carefully note where buildings, structures, or other obstructions will limit required working space. In the event that easements and rights-of-way are not available or are not secured, or if entry to property is denied by court order, injunction, litigation or any other reason, Contractor shall cease operations in such area and confine the Work to other areas approved by City. In the event of a delay arising from the securing of easements and rights-of-way, Contractor shall have no claim against City for damages arising from such delay but may request an extension of time pursuant to the terms of this Agreement.

When required, City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained by City. If Contractor believes that any delay in City's furnishing of these lands, rights-of-way or easements entitles Contractor to an extension of the Contract Time, Contractor may make a claim for such extension. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, not provided for in the Contract Documents.

GC-9 Use of Premises

Contractor shall confine the Work to the right-of-way limits and easements provided for the Project. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, storage of materials, and equipment, staging area and field office. Contractor shall assume full responsibility for and indemnify City against any and all claims arising from the use of such additional lands and access.

Throughout the duration of the Work, Contractor shall keep the Work site free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste material, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the Project site clean and ready for its intended use by City. Contractor shall restore to their original or better than original condition those portions of the Project site not designated for alteration by the Contract Documents.

Contractor shall not load nor permit any structure, streets or highways to be loaded with a weight that exceeds applicable load limits.

Contractor shall comply with all Federal, State and local laws and regulations, as well as any specific instructions from City.

If applicable, a laydown area will be provided at the site and shall be selected by City. If required, Contractor will furnish its own dunnage and weather protection.

No City equipment will be taken out of service or put into service without approval of the Engineer.

GC-10 Concealed Conditions

City will furnish to Contractor information in its possession concerning conditions below ground at the project site. Such information is furnished to Contractor only to

make complete disclosure and for no other purpose. By furnishing such information, City does not represent, warrant or guarantee the accuracy of such information, either in whole or in part, nor shall City be liable for such information.

Contractor understands that City does not warrant or guarantee the accuracy of the various materials and information, including but not limited to soil tests, bore reports, utility locations and other such data, and as-builts in the case of renovation of, or addition to, existing facilities. Contractor warrants that it has examined the Project site and conducted such tests and examinations as it deems necessary to perform the Work pursuant to the terms of this Agreement.

Should concealed or unknown conditions that differ materially from conditions ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this Agreement be encountered, the Contract Price may be equitably adjusted by Change Order upon written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to any possible City responsibility, Contractor shall give City written notice of, and an opportunity to observe, the concealed or unknown condition. Failure of Contractor to make the written notice and claim as required herein shall constitute a waiver by Contractor of any claim arising out of, or related to such concealed or unknown condition.

GC-11 Reference Points, Permanent Markers and Staking

City shall provide engineering surveys for Work for the purpose of establishing reference points which, in the judgment of the Engineer, are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for all staking of the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without prior written approval of City. All staking shall be performed by a licensed surveyor. Contractor shall report to Engineer whenever any reference point is lost, destroyed, or requires relocation because of changes in grades or locations, and Contractor shall be responsible for the cost of replacement or relocation of such reference points by the Engineer, including the cost of materials, surveyors and assistance as necessary.

Permanent section markers shall be replaced using recognized Kansas surveying procedures.

GC-12 Bonds

Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory or 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.

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.

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.

GC-13 **Insurance**

Contractor shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) are to be filed with City prior to commencement of any Work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate.

Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $50,000.00, whether or not such impairment came about as a result of this Agreement.

If City subsequently determines that Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that City determines such limits inadequate for the balance of the Project, Contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

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;
(3) Carries at least a Class "X" financial rating; or
(4) Is a company mutually agreed upon by City and Contractor

General Liability

Limits - [Establish appropriate limits based on risk factors of contract]

Each Occurrence	$ 500,000
Personal & Advertising Injury	$ 500,000
Products/Completed Operations Aggregate	$ 500,000
General Aggregate	$ 500,000

Policy **MUST** include the following conditions:

(a) Contractual Liability and Independent Contractors; and
(b) Explosion, Collapse & Underground, if applicable.
(Certificate must confirm inclusion of "Blasting" coverage, if applicable)

Automobile Liability

Policy shall protect Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto
OR
B) All Owned Autos;
Hired Autos; and
Non-Owned Autos.

Limits:

Each Accident, Combined Single
Limits, Bodily Injury and
Property Damage:..... $500,000

Notwithstanding the foregoing, should Contractor not own any automobiles, the automobile liability requirement shall be amended to allow Contractor to maintain only Hired and Non-Owned Autos.

Workers' Compensation

Insurance shall protect Contractor against all claims under applicable state Workers' Compensation laws. Contractor shall be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the statutory limits currently applicable.

Employers' Liability

Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$500,000 Policy Limit
Bodily Injury by Disease:	$100,000 Each Employee

Umbrella Liability

An umbrella or excess liability policy in the minimum amount of $1,000,000 each occurrence, $ 1,000,000 aggregate is required. The umbrella or excess policy must be at least as broad as the underlying policies and include the following protection.

A) General Liability;
B) Automobile Liability; and
C) Employers' Liability.

Unless otherwise specified, City shall be shown as an additional insured on all general liability, automobile liability and any applicable umbrella or excess liability policies of insurance.

Owner's Protective Liability

On all contracts in excess of $ 100,000, Contractor shall take out, pay for and deliver to City an Owner's Protective liability insurance policy, issued on an occurrence basis, naming the City of Gardner, Kansas, as "named insured". The policy shall be maintained during the life of this Agreement. Limits of protection shall be at least $500,000 Combined Single Limits, Bodily Injury and Property Damage. The policy shall contain no exclusion relative to any function performed by City or its employees in conjunction with this project. This Owner's Protective liability policy shall be primary insurance for City.

Subcontractors' 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; or

(2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.

Professional Liability

The Professional shall maintain throughout the duration of this Agreement and for a three year period (optional) thereafter, Professional Liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) each claim/aggregate, and shall provide City a certificate thereof.

GC-14 Contractor Supervision

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work, but Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of the Work which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

Contractor is solely responsible to City for accomplishing the Work of this Agreement, including any of the Work performed by Subcontractors. Therefore, Contractor shall designate and maintain a resident superintendent on the Work at all times that Work is ongoing, who shall not be replaced without written notice to City. Contractor shall notify City prior to commencing the Work, providing the name of the resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor and Subcontractors; the superintendent shall also have the authority to direct Subcontractors at the Project site. All communications given to the superintendent shall be binding as if provided to Contractor and Subcontractors.

During Contractor's performance of this Agreement, Contractor shall provide City with the working telephone number, fax number and address of the resident superintendent, which address shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications, articles or things from City or its agents; and any such item provided to the superintendent or delivered to the resident superintendent's address in superintendent's absence shall be deemed to have been provided to Contractor from the time such item is delivered.

GC-15 Labor, Materials and Equipment

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work, and perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Project site or the Work.

Whenever the Engineer shall notify Contractor that any person on the Project is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing City when on the Project site or to any citizen, such person shall be immediately discharged from the Work and shall not be re-employed on the Project except with consent of the Engineer.

No Work shall be done between the hours of 7:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or legal holidays, without the written approval or permission of the Engineer, except such Work as may be necessary for the proper care, maintenance and protection of the Work already performed or of equipment, or in the case of an emergency. Requests for approval of such Work must be submitted to the Engineer two (2) working days prior to the requested start of such Work. Night Work may be established by Contractor, as a regular procedure, with the written permission of the Engineer, such permission however, may be revoked at any time by the Engineer.

Unless otherwise specified in the Contract Documents, Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by City, Contractor shall furnish evidence (including reports or required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier, unless otherwise specifically provided in the Contract Documents.

GC-16 Assignment of Contract

In case Contractor assigns all, or any part, of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially as follows: "It is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and that no money shall be paid to assignee on behalf of Contractor by City until such time as Contractor has discharged its obligations to City under this Agreement. It is expressly understood and agreed that no assignment shall be effective as against City unless the assignment complies with the foregoing."

GC-17 Substitute or Equivalent Items

"Approved Equal," where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be approved as follows:

1. Contractor shall notify the Engineer in writing if it elects to use an approved equal specifically named in the Contract Documents;
2. If Contractor desires to use an "equal" not specifically named in the Contract Documents, it must first inform the Engineer and receive written approval for such substitutions. The Engineer has no obligation to approve such request and is not responsible for any delay or cost incurred caused by Contractor's request.

Contractor shall be solely responsible for design risks, delays and other claims arising out of any Approved Equal.

The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole reviewer, and no substitute "equal" will be ordered, installed, or utilized without Engineer's prior written review. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute "equal". Whether or not the

Engineer reviews a proposed substitute "equal," Contractor shall reimburse City for the charges of the Engineer for evaluating each proposed substitute.

GC-18 **Subcontractors, Suppliers and Others**

Contractor shall not award subcontracts which total more than fifty percent (50%) of this Agreement and Contractor shall perform within its own organization Work amounting to not less than fifty percent (50%) of the total Contract Price. Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken by such Subcontractor shall be immediately terminated by Contractor. Contractor shall be as fully responsible to City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by the Subcontractors, as Contractor is for the acts and omissions of persons directly employed by Contractor. Approval by the Engineer of any Subcontractor shall not constitute a waiver of any right of City to reject Defective Work, material or equipment, not in compliance with the requirements of the Contract Documents. Contractor shall not make any substitution for any Subcontractor accepted by City unless the Engineer so agrees in writing.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give Contractor the same power to terminate any Subcontractor as City has to terminate Contractor under the provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create a contractual relationship between any Subcontractor and City, nor shall anything contained in the Contract Documents create any obligation on the part of City to pay sums due any Subcontractor.

Prior to City's approval of this Agreement and no later than seven (7) days after Notice of Award, the Successful Bidder shall submit to City Engineer for City acceptance a list of the names of all Subcontractors and suppliers proposed for portions of the Work and shall designate which Work each Subcontractor is to perform.

The Engineer shall, prior to City's approval of this Agreement, notify the Successful Bidder, in writing, if City, after due investigation, has reasonable objection to any Subcontractor or supplier on such list, and Contractor shall substitute a Subcontractor or supplier acceptable to City at no additional cost to City. The failure of City to make objection to a Subcontractor within ten (10) days after presentation of the list of Subcontractors shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents or to request removal of a subcontractor during construction pursuant to the Contract Documents.

Contractor shall not make any substitution for any Subcontractor or supplier who has been accepted by City unless the Engineer determines that there is a good cause for doing so. City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for damages caused by such delay.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors, or suppliers or delineating the Work to be performed by any specific trade.

GC-19 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.

GC-20 Permits

Contractor shall obtain and pay for all construction permits and licenses unless otherwise stated. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or if there are no Bids on the Effective Date of this Agreement. Contractor shall pay all charges of utility service companies for connections to the Work.

GC-21 Laws and Regulations

The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of Kansas.

Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work.

If Contractor determines that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give City prompt written notice thereof, and any necessary changes will be in accordance with the Contract Documents. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to the Engineer, Contractor shall bear all costs arising therefrom.

Contractor shall at all times observe and comply with all Federal and State laws and City ordinances and regulations, which in any manner affect the conduct of the Work, and particularly in the handling, transportation, and use of explosives, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by governmental entities having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. Contractor and his sureties will indemnify and hold harmless City and all City's officers, agents and employees against any claims or liabilities arising from or based on the violation of any law, ordinance, regulation or order, whether by Contractor or its employees, agents or assigns.

GC-22 Taxes

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the Project location which are applicable during the performance of the Work.

GC-23 Record Documents

Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Field Orders and written interpretations and clarifications in good order. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to City for reference. Upon completion of the Work, these record documents, samples and Shop Drawings shall be delivered to City.

Contractor shall maintain copies of records pertaining to the Work for a period of five (5) years from the date of Final Payment. Such records shall be made available to City for audit and review purposes upon written request therefore from City or its authorized agent(s) during the construction period and the five (5) year period following Final Payment.

GC-24 Safety and Protection; Notification of Property Owners/Occupants

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the Project site and other persons who may come in contact with the Work;
2. All Work and all materials or equipment to be incorporated in the Work, whether in storage on or off the site;
3. Other property at the Project site or adjacent thereto, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of the Work.

In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, or as City may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by this Agreement.

Contractor is fully responsible for a safety program and all safety methods and procedures, whether or not City reviewed and/or accepted such safety program.

City may require Contractor to notify nearby property owners or occupants of nearby structures of certain construction activities. When required, Contractor shall provide a written notice, delivered at least 24 hours in advance of such activity, to affected nearby property owners or occupants of nearby structures describing the activity and the proposed activity schedule. Delivery of the notice may be accomplished by affixing the notice to the front entrance of the structure or by mailing the notice to the property owner or occupant of the structure 3 days prior to commencing the activity.

GC-25 Emergencies

In emergencies affecting the safety or protection of persons, the Work, or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give City prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergencies. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written Amendment or Change Order will be issued to document the consequences of the changes or variations.

If City observes a situation in which it believes Contractor has not taken sufficient precaution for the safety of the public or the protection of the Project, City may direct Contractor to take immediate action and Contractor shall immediately respond.

GC-26 Shop Drawings and Samples

Contractor shall submit with such promptness as to cause no delay in its own Work or in the Work of any Subcontractor, or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by this Agreement. City shall review, respond to, accept or reject such submissions within a reasonable time after receipt. Contractor shall make such revisions as deemed necessary. On Final Acceptance, City shall be furnished with one copy of each drawing as finally approved, as well as a copy of preliminary or revised drawings which are approved as submitted. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by Contractor or its Subcontractors be purchased, until the drawing or drawings therefore have been approved as stipulated, except at Contractor's own risk and responsibility.

Review for compliance and/or acceptance by City of drawings submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings.

GC-27 Indemnification

To the fullest extent permitted by all applicable Laws and Regulations, Contractor shall indemnify and hold harmless City and their consultants, agents and employees from and against all claims, damages, losses and expenses direct, indirect or consequential (including but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the resulting loss of use, and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In any and all claims against City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable

by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Limitation of Liability. To the extent permitted by law and subject to the maximum liability and immunity provisions of the Kansas Tort Claims Act, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and procedures.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the project Contractor chosen to undertake the project construction as contemplated by the Agreement the following paragraphs:

> **The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas, and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.**
>
> **The Board of County Commissioners of Johnson County, Kansas, shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.**

GC-28 Separate Contracts

1. City reserves the right to perform by itself or let other contracts in connection with the Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.
2. If any part of Contractor's Work depends upon the Work of City or others, Contractor shall inspect and promptly report to City any defects in any such Work that renders it unsuitable for proper execution or results. Its failure to inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-29 Relations with Other Contractors

Contractor shall cooperate with all other contractors or workers who may be performing Work on behalf of City or any other entity on any Work in the vicinity of the Work to be done under this Agreement, and it shall so conduct its operations as to interfere to the least possible extent with the Work of such contractors or workers. Contractor shall be responsible for any injury or damages, including damages for delay, that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between Contractor and other contractors, in regard to their Work, shall be adjusted and determined by the Engineer. If the Work of Contractor is delayed or damaged because of any acts or omissions of any other contractor or contractors, Contractor shall have no claim against City on that account; provided, however, City may in its discretion, grant an extension of the Contract Time.

When two or more contracts are being executed at one time in such manner that Work on one Contract may interfere with that of another, the Engineer shall decide which contractor shall cease work and which shall continue, whether the Work on both contracts shall progress at the same time, and in what manner the work is to proceed.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City to Contractor so desiring to the extent which may be reasonably necessary.

In the event that Contractor is performing Work at a Project site on a Project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City when it anticipates that there may be interference with the Work of any such other contractor. City shall, to the best of its ability, with input from Contractor as to coordination of the Work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay as a result of the presence of other such contractors, Contractor shall not be entitled to additional compensation or damages for delay, rather, Contractor's only recourse shall be an extension of the Contract Time to be determined by the Engineer.

GC-30 City's Presence During Construction

City reserves the right to have persons present on the Project site during construction, but the presence of such persons does not relieve Contractor of its responsibility to comply with the Contract Documents.

GC-31 Changes in Work or Contract Price

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

Without invalidating this Agreement and without notice to any surety, City may, at any time or from time to time, order additions, deletions, or revisions to the Work; such changes will be authorized by written amendments; quantity variations; Field Orders; or change orders. Upon receipt of any such document or order, Contractor shall promptly proceed with the Work involved which will be performed under the applicable contract conditions unless otherwise specifically provided.

1. Change Orders
   City, without invalidating the Contract, may by Change Order direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. All Change Orders shall be executed under the provisions of the original Contract Documents and shall be in writing signed by both parties. If the Change Order consists of a modification to the Contract Price, the value of such change shall be determined by the Engineer. In the event Contractor disagrees as to the increase/decrease in the Contract Price and/or the modification in the Contract Time, Contractor may pursue its rights under the dispute resolution provisions of this Agreement. While such dispute remains unresolved, Contractor shall nevertheless proceed to execute the Work in accordance with the Contract Documents as modified by said Change Order.

Except for Work done as a result of an emergency endangering life or property, no Work resulting in an addition to the Contract Price shall be done by Contractor nor shall a claim for an addition to the Contract Price be made by Contractor unless pursuant to the provisions of a Change Order.

2. Quantity Variations
Where changes in the Work involve a change in the quantity of any bid item, the Contract Price shall be revised by extension of the quantities and Unit Price of all bid items so changed subject to written approval of the Architect/Engineer.

3. Field Orders
City may order minor changes in the Work through Field Orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.

4. Written Amendments
From time to time City may also issue written orders to Contractor for needed clarifications, modifications or corrections.

Should a difference of opinion arise as to whether the order constitutes extra Work for which additional compensation is due, and City insists on its performance, Contractor shall proceed with the Work after making a written request for a Change Order, and it shall keep an accurate account of its costs thereof. Contractor will thereby preserve the right to submit a claim therefor.

The Contract Price and Contract Time may only be adjusted by Change Order. The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined at the option of City to be either by agreed lump sum or by unit prices named in this Agreement or subsequently agreed upon. In order to arrive at the value for any deletion, Contractor shall credit City with its projected cost(s), including overhead and fee for any Work which was previously included but which has been excluded by any such change.

No change in the Work shall entitle Contractor an extension to the Contract Time unless the Engineer determines that additional Contract Time is required and specifically so provides in the Change Order. No change in the Work shall entitle Contractor to delay damages.

In the event that Unit Prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed Unit Prices to the quantities of Work proposed is substantially inequitable to either City or Contractor, the Unit Prices shall be reevaluated and may be adjusted by City.

No claim for extra Work of any kind will be allowed except as provided herein. If extra Work orders are given in accordance with the provisions of this Agreement, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Agreement.

Contractor shall be responsible for notifying its surety(ies) of any modifications to the Contract Price or Contract Time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

GC-32 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.

GC-33 Liquidated Damages

It is mutually understood and agreed by and between the parties to this Agreement, in signing this Agreement, that time is of the essence of this Agreement, and in the event Contractor shall fail in the performance of the Work specified and required to be performed within the period of time specified in the Contract Documents binding both parties, after due allowance for any extension or extensions of Contract Time which may be granted pursuant to Change Order, Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated therefore in the Instructions to Bidders or other Contract Documents for each and every day that Contractor shall be in default.

In the case of joint responsibility for any delay in the Final Completion of the Work covered by this Agreement, where two (2) or more separate contracts are in force at the same time and cover Work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the Final Completion of the Work will not be greater than the approximate total of the damages sustained by City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of City.

In case of failure on the part of Contractor to effect completion within the Contract Time, City shall have the right to deduct from the total compensation otherwise due Contractor as liquidated damages, fixed and agreed to in advance, an amount according to the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
0	to	25,000	75.00
25,001	to	50,000	125.00
50,001	to	100,000	200.00
100,001	to	500,000	400.00
500,001	to	1,000,000	600.00
1,000,001	to	2,000,000	925.00
2,000,001	to	5,000,000	1,375.00
5,000,001	to	10,000,000	2,000.00
10,000,001	and	up	3,000.00

The amount shown above shall be the sum due for each 24 hour calendar day, including weekends and holidays, that the Work remains incomplete over the specified Contract Time.

City shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to Contractor, or to sue for and recover compensation for damage for nonperformance of this Agreement.

GC-34 **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.

GC-35 **Work Stoppage**

Contractor warrants to City that there shall 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. Anything in this Agreement to the contrary notwithstanding, in the event Contractor fails to continue performance of the Work without interruption or delay, because of such picket or labor dispute, City may terminate the services of said Contractor after giving 48 hours written notice to Contractor of its intent to do so, or City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-36 **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.

GC-37 **Tests and Observations**

Contractor shall give Engineer timely notice of readiness of the Work for all required observations, tests or reviews.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be tested, or if the Specifications require any testing or if such testing is necessary to verify compliance with the Contract Documents then Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer with the required certificates of inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with City's review of fabrication material, or equipment proposed to be incorporated in the Work.

Neither observations by Engineer or inspections, tests or approvals by others shall relieve Contractor from his obligations to perform the Work in accordance with the Contract Documents.

GC-38 **Uncovering Work**

If any Work that is included in the Contract (including the work of others) that is to be observed or tested is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover such work and Engineer has not acted with reasonable promptness in response to such notice.

GC-39 **City's Right to Stop Work**

If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party. Further, such order by City shall not result in a claim by Contractor for an increase in Contract Time or Contract Price.

GC-40 **Two Year Correction Period**

If within two (2) years after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such Defective Work, or, if it has been rejected by City, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause

serious risk of loss or damage, City may have the Defective Work corrected or the Defective Work removed and replaced, and all direct and indirect costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of the Work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written agreement.

GC-41 **Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of Defective Work, City prefers to accept the Defective Work, City may do so. Contractor shall bear all direct, indirect and consequential costs attributable to City's evaluation of and determination to accept such Defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such review occurs prior to City's approval of Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and City shall be entitled to an appropriate decrease in the Contract Price; and, if the parties are unable to agree as to the amount thereof, City may make a claim therefore. If the review occurs after such recommendation, an appropriate amount will be paid by Contractor to City.

GC-42 **City's Right to Cure Defective Work**

If Contractor fails within a reasonable time after written notice from City to proceed to correct Defective Work or to remove and replace Defective Work as required by Engineer in accordance with or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. In exercising its right under this paragraph City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Project site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees such access to the Project site as may be necessary to enable City to exercise his rights under this paragraph. All direct, indirect and consequential costs of City in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and City shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, City may make a claim therefore. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of City's rights hereunder.

GC-43 **Payments to Contractor**

The schedule of values established as provided in the Contract Documents will serve as the basis for progress payments and will be submitted to the Engineer on a form

supplied by City. Unit Price Work progress payments will be based on the number of units completed.

Contractor shall, during the last week of each calendar month, review quantities completed during that month with the assigned Project Inspector and establish the value of the Work performed in accordance with this Agreement since the last estimate was made. Pay estimates will be prepared by the City during the first week of each calendar month for review and approval by the Contractor. Upon execution indicating concurrence, pay estimates will be forwarded to the Finance Department for processing and payment within thirty (30) days.

Payments by the City will be made using checks. All checks will be mailed to Contractor's place of business, without exception and may not be picked up in person by Contractor.

Upon presentation of certified copies of purchase bills and freight bills, City will permit inclusion in such monthly estimates payment for materials that will eventually be incorporated in the Project, providing that such material is suitably stored on the site at the time of submission of the estimate for payment. Such materials when so paid for by City will become the property of City and, in case of default on the part of Contractor, City may use or cause to be used by others these materials in construction of the project. However, Contractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage Contractor shall replace such lost or damaged materials at no cost to City.

City shall require at intervals as it shall determine and at any time before Final Payment is made for the Work specified herein that Contractor furnish City with written acknowledgments by all Subcontractors and vendors who have done Work or labor on, or who have furnished materials for this Project, that they have been fully paid by Contractor for such Work, or labor done or materials furnished by them. Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City. Further, it is agreed that Contractor shall promptly pay each subcontractor out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event City becomes informed that Contractor has not paid a Subcontractor, City shall have the right, but not the duty, to issue future checks in payment to Contractor of amounts otherwise due hereunder naming Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit City to this procedure in the future.

Contractor warrants that title to all Work covered by an application for payment will pass to City no later than the time of payment. Contractor further warrants that upon submittal of an application for payment, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever.

Contractor has, per the Instructions to Bidders, bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work. Final Payment will not be made to Contractor until City has received a Project Completion Certification from Contractor along with a consent of surety to Final Payment.

Contractor shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to City for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Non-returnable excess materials shall be turned over to City, or, at its option, be removed from the Project site at Contractor's expense.

The acceptance by Contractor of Final Payment shall be and shall operate as a release to City of all claims and all liability to Contractor other than written claims in stated amounts as may be specifically reserved by Contractor for all things done or furnished in connection with this Agreement and for every act and neglect of City and others relating to or arising out of this Agreement. However, payment, final or otherwise, shall not release Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage, nor shall it be interpreted to constitute an acceptance of any Work not in accordance with this Agreement.

Applications for payment shall be approved by City, and after such approval, 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 Project is substantially complete the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

GC-44 City's 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;
8. Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

GC-45 Substantial Completion

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 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.

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.

GC-46 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.

GC-47 Completion and Final Payment

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.

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.

The Final Payment requests shall be accompanied by all documentation called for in 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.

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.

GC-48 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.

GC-49 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 the 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;
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.

GC-50 Right of City to Terminate Contract

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 the Contract Documents, if the Work to be done under this Agreement shall be abandoned by Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if Contractor should be adjudicated to be bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for Contractor or any of its property; or if 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 if 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. 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 therefor. 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.

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.

GC-51 **<u>Right of Contractor to Terminate Contract</u>**

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, or City fails for thirty (30) days after formal approval by the Governing Body of a pay request to pay Contractor any sum then due, 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.

GC-52 Dispute Resolution

City and Contractor agree that disputes relative to the Work shall 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 the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without City's express written consent.

In order to preserve its rights to dispute a matter hereunder, Contractor must submit a written notice to City setting forth the basis for its complaint within twenty (20) calendar days following the occurrence giving rise to the claim or dispute.

GC-53 Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. Unless otherwise specified in the Contract Documents, notice to Contractor shall be made to the resident superintendent with a copy to the individual who executed the Contract Documents on behalf of Contractor. Notice to City should be made to City Engineer with a copy to City Attorney.

GC-54 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 twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

GC-55 Remedies Are Not Exclusive

The duties and obligations imposed by these General Conditions 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 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.

GC-56 Street Signs and Traffic Aids; Designation and Maintenance of Haul Roads

Contractor shall be responsible for all preexisting traffic control devices at the project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by Contractor shall comply

with and be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), current edition as revised, and the Traffic Control Devices Handbook both by the U.S. Department of Transportation and the Federal Highway Administration.

City may require Contractor to designate and maintain one or more "Haul Roads" for the purpose of transporting materials and debris to and from the Project site. When required, Contractor shall maintain the designated haul road(s) to the level of maintenance and appearance present before commencement of the Work, as documented by photographs or videotape.

GC-57 Certificate Of Nondiscrimination And Affirmative Action

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination as provided in K.S.A. § 44-1030.

GC-58 EEOC

Contractor may be required under Section 60-1.40 Title 41, of the C.F.R. to develop a written Affirmative Action Compliance Program if Contractor has two or more employees. If Contractor is so required, it agrees to do so no later than 120 days after the Effective Date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

Contractor shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules and orders promulgated there under.

Contractor shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all regulations, rules and orders promulgated there under.

GC-59 Sexual Harassment

Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Contract and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Contractor is responsible for the acts of its agents, employees and Subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or were forbidden by Contractor and regardless of whether Contractor knew or should have known of their occurrence.

Contractor agrees to abide by all other federal, state or 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 with same.

GC-60 Governing Law

The Contract Documents comprise the entire Agreement between City and Contractor concerning the Work. The Contract Documents will be construed in accordance with the laws of the State of Kansas.

GC-61 **Titles, Subheads and Capitalization**

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-62 **No Waiver of Rights**

No waiver by City of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach.

GC-63 **Severability**

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

CITY OF GARDNER, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

SPECIAL CONDITIONS

The work shall conform to these special conditions, to the Gardner Technical Specifications and to the Kansas Department of Transportation *Traffic Signal Specifications* as referenced herein. The Gardner Technical Specifications will govern as though repeated verbatim herein, except as modified or superseded by these special provisions.

SC-1 Traffic Signal Poles and Mast Arms

The City has ordered and paid for the traffic signal poles and mast arms. Therefore, the cost of these items shall NOT be included in the bid. These items shall be retrieved from the City of Gardner's maintenance facility at 329 S. Meadowbrook Circle, Gardner, KS 66030. Please contact Mike Gardner with the City of Gardner at 913-238-1609 to arrange for pick up. Traffic signal pole and mast arm retrieval shall be included into the lump sum bid of Mobilization.

SC-2 Traffic Signal Hardware & Equipment

Traffic signal equipment, material and construction requirements shall be included in the lump sum bid item for Traffic Signal. The installation shall include all poles, foundations, conduit, pull boxes, wiring, signal heads, detectors, control equipment and all other equipment to provide an operable system.

The traffic signal controller cabinet and all hardware on the mast arms or signal poles shall be glossy black powder coated painted (Pelco paint code P33 – Gloss Black) to match the paint on the poles and mast arms. All backs of signs mounted on the mast arms or signal poles shall be sheeted with black sign sheeting. The signal head housing shall be black polycarbonate. Finishes shall be included in the lump sum bid item for Traffic Signal.

SC-3 Restoration

Restoration of street surface, parkway/lawn areas (including sprinkler systems) and all other areas abutting the construction, shall be subsidiary to other items in the project. Contractor will also be responsible for repair or reconstruction of any utilities cut or damaged during construction. Restored parkway/lawn areas shall be sodded unless shown otherwise on the plans. When sprinkler systems are encountered and conflict with the construction, the Contractor shall remove sections of sprinkler systems as necessary to facilitate the construction of the project. The disturbed portion of the sprinkler system shall be capped so the remainder of the system may be operated during the construction period. The Contractor shall replace

the removed sections of sprinkler system to existing or better condition after construction has been completed and prior to the installation of the sod. For any City owned sprinkler systems the Contractor shall contact the Engineer prior to removing any sprinkler system components.

SC-4 Traffic Control

The Contractor shall supply flagperson, signs, etc. to control traffic (vehicular and pedestrian) through the work zone when deemed necessary by the Engineer. All traffic control shall conform to Chapter VI of the M.U.T.C.D. Access for local traffic shall be maintained at all times, and shall be included in the lump sum price bid for “Traffic Control”.

The Contractor shall submit for approval a traffic control plan developed by a work zone certified person for each phase of the project that conforms to the latest version of the MUTCD. The Contractor shall furnish as part of the “Traffic Control” bid item adequate signs, barricades, warning lights, and all other equipment necessary to direct and re-route traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. Additions and/or reductions of signs, barricades, warning lights, flagmen and all other equipment necessary to direct and re-route traffic shall be subsidiary to the bid item "Traffic Control." The traffic control plan shall be submitted prior to issuance of the work order. No work on this contract shall begin until said plan is approved. The City reserves the right to adjust the Contractor’s plan to coordinate with other projects.

Notice of any road or lane closures shall be made to the city forty-eight (48) hours prior to the closure. If the road or lane closure is due to a special condition, a new traffic control plan shall be submitted for approval.

Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open at all times unless otherwise approved.

All traffic control devices shall be installed at the inception of construction. The traffic control devices shall be as noted in the approved traffic control plan and be properly maintained and/or operated during the time of construction and/or as special conditions exist on the project. If the traffic control and routing is not as noted in the approved traffic control plan, one (1) notice will be given to correct the problem. If the problem is not corrected within twenty-four (24) hours, the city will correct at Contractor’s expense. If the traffic control plan is not maintained and returned to approved condition within four (4) hours of notification of a special condition (i.e. - windstorm, auto damage, vandalism), the city will correct at Contractor’s expense.

At any time at his discretion, the Engineer can require additional barricades and/or signage at designated areas along the street to provide the necessary traffic control.

When driveways will be temporarily closed due to construction, the Contractor shall provide written notification to the affected owners a minimum of 48 hours prior, but not more than 72 hours prior to the closure. Driveways shall be reopened as soon as possible. The Contractor shall provide the Engineer a copy of the written notification given to residents.

SC-5 Accessibility

The Contractor shall conduct his work so as to interfere as little as possible with the public travel, whether vehicular or pedestrian. Whenever it is necessary to cross or interfere with roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, temporary surfaces or other temporary installations expedient for the accommodation of public and private travel and shall give reasonable notice to owners of private drives before interfering with them; provided, however, that such maintenance of traffic will not be required at any point where the Contractor has obtained permission from the Owner and Tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at any designated point thereon, and for the duration of whatever period of time as may be agreed upon.

SC-6 Materials Test Reports/Mix Designs

Materials test reports/and or mix designs shall be submitted and approved by the Engineer prior to its use or placement. Reports and/or mix designs shall be submitted for all concrete, ADA panels, aggregates, etc. All reports and/or mix designs shall be current within six (6) months of the Notice to Proceed issued for this project.

SC-7 Pavement Markings

1. GENERAL
   a. The Contractor shall furnish and install white permanent retro-reflectorized pavement marking materials at the locations shown on the plans, in conformance with the details, and the material specifications included herein.
   b. The permanent pavement markings shall be installed immediately after overlaying unless prior approval is received by the Engineer or City Inspector. If the permanent markings cannot be installed and thus the roadway would be unmarked overnight, interim removable markings shall be installed and remain until the permanent markings can be installed.
   c. The contractor shall make every possible effort to remove the interim pavement markings and install permanent pavement

markings within 48 hours. Only under extreme circumstances and at the approval of the pavement marking inspector or the engineer, will the duration of the interim pavement markings be extended. Under no circumstance should the interim pavement markings be in place for more than 2 weeks. If permanent markings cannot be installed within the specified time then temporary markings shall be installed following the guide lines as set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, Sections F6 and G6. The interim removable markings shall be removed prior to installation of the permanent markings.

2. MATERIAL

The material for permanent pavement markings shall be in accordance with this specification. All material for permanent pavement marking material used by the Contractor shall be from the City's approved list of vendors. It is important that users be completely knowledgeable of all application requirements and procedures prior to product application. It is the responsibility of the installer to contact the supplier of all permanent pavement marking materials if questions regarding application procedures or conditions arise.

a. Pre-Mix Glass Spheres

Pre-mix glass spheres shall be uncoated and conform to AASHTO M247 Type 1. The glass spheres used in the formulation shall be lustrous, free from film, scratches, and pits. The glass spheres shall also meet the following requirements:

1) Roundness

The roundness of the spheres shall be minimum of 70% when tested in accordance with A.STM. D-1155.

2) Gradation

The gradation when tested in accordance with the method provided in A.S.T.M. D-1214 (by use of U.S. Standard Sieves) shall be:

Size of Sieve	Mass % Passing
1.00 mm (No. 18)	80-100
300 µm (No. 50)	20-50
180 µm (No. 80)	0-10

3) Refractive Index

When tested by a liquid immersion method at 25 degrees C (77 degrees F), the refractive index of the spheres shall be a minimum of 1.50.

b. Drop-On Glass Spheres

The spheres shall be manufactured from glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering. The particles shall be spherical in shape, containing not more than thirty percent (30%) of irregularly shaped particles. They shall be essentially free of sharp angular particles, and

particles showing milkiness or surface scoring or scratching. They shall meet the requirements of AASHTO M247 Type 1.

1) Gradation

The gradation when tested in accordance with the method provided in A.S.T.M. D-1214 (by use of U.S. Standard Sieves) shall be:

Size of Sieve	% Passing (by Weight)
850 µm (No. 20)	100
600 µm (No. 30)	80-100
300 µm (No. 50)	18-35
180 µm (No. 80)	0-10
150 µm (No. 100)	0-2

2) Refractive Index

When tested by a liquid immersion method at 25 degrees C (77 degrees F), the refractive index of the spheres shall be within the range of 1.50 to 1.60.

3) Moisture Proof Requirements

The spheres shall show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. The spheres shall flow freely from dispensing equipment at any time when surface and atmospheric conditions are satisfactory for application.

c. Thermoplastic Pavement Markings

This specification covers a white thermoplastic reflectorized pavement marking material of a type that is applied to asphalt road surfaces. The material shall be applied in a molten state by mechanical means to receive a surface application of glass spheres, and which upon cooling to normal pavement temperature, produces an adherent reflectorized stripe of specified thickness and width and is capable of resisting deformation.

1) Characteristics

The material shall not exude fumes that are toxic, obnoxious or injurious to person or property, when it is heated to the temperature range specified by the manufacturer for application. It shall remain stable when held for 4 hours at this temperature, or when subject to 3 reheatings after cooling to ambient temperature. The temperature-viscosity characteristics of the plastic material shall remain constant throughout repeated reheatings, and shall show like characteristics from batch to batch. There shall be no obvious change in color of the material neither as a result of repeated reheatings nor from batch to batch. The thermoplastic material shall easily extrude from the equipment to produce a cross-section of line 1.5 mm to 4.8 mm (90 to 125 mil) thick, which shall be continuous and uniform in shape, and have clear and sharp dimensions.

2) Serviceability

The compound shall resist deterioration by contact with sodium chloride, calcium chloride or other chemicals used to prevent roadway ice, or because of the oil content of pavement materials or from oil droppings or other effects of traffic. The markings shall remain intact under normal traffic conditions at temperatures below 60 degrees C (140 degrees F).

3) Specific Gravity
The material's specific gravity shall not be less than 1.8 nor exceed 2.3 referred to water at 25 degrees C (77 degrees F) when determined by a water displacement method at 25 degrees C (77 degrees F).

4) Set Time
When applied at the specified temperature and thickness, the material shall set to bear traffic in not more than 2 minutes when the air temperature is 10 degrees C (50 degrees F) and not more than 10 minutes when the air temperature is 32 degrees C (90 degrees F).

5) Composition
   a) The thermoplastic pavement marking material shall be homogeneously composed of pigment, filler, resin binder and glass reflectorizing spheres. The solid resin shall be a "maleic-modified glycerol ester resin" (alkyd binder) comprising at least one-third of the binder compositions and be no less than eight (8) percent by weight of the entire material formulation. The alkyd binder shall consist of a mixture of synthetic resins (at least one of which is solid at room temperature), and high boiling point plasticizers. The material shall not contain any petroleum derived ingredients. The thermoplastic pavement marking material shall contain the following ingredients:

INGREDIENT (Percent by Weight)	
Binder (See Note A below)	18.0 min.
Titanium Dioxide	10.0 min.
Glass Spheres	20.0-50.0
Lead Chromate	--
Inert Fillers	42.0 max.

   b) The material shall be thoroughly mixed and furnished in a free flowing granular form. The material shall meet the requirements of this specification for a period of one year. The material shall readily melt in a uniform mixture. The material shall be free from all skins, dirt, and foreign objects. It shall be of such composition that it will not bleed, stain or discolor when applied to bituminous pavement. The

manufacturer shall replace material not meeting the above requirements.

6) Color
The color of the thermoplastic material after heating for 4 hours + 5 minutes at 218+1.4 degrees C (425 + 3 degrees F) shall conform to the following when tested by Federal Test Method Standard 141 Method 4252:
- White: Federal Color Chip No. 17875 (Fed. Std. No. 595)

7) Reflectance
The daylight luminous reflectance of the white material shall be not less than 75% when tested according to A.S.T.M. E1347.

8) Softening Point
After heating the thermoplastic material for 4 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F) and testing in accordance with ASTM D36, the material shall have a softening point 102 + 7.1 degrees C (215 + 15 degrees F).

9) Flowability
After heating the thermoplastic material for 4 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F) and testing for flowability, the white thermoplastic shall have a minimum percent residue of 18 percent. After heating the thermoplastic material for 8.5 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F) and testing for flowability, the thermoplastic shall have a maximum percent residue of 28 percent.

10) Indentation Resistance
Hardness shall be measured by a Shore Durometer, Type A2, as described in A.S.T.M. D-2240, except that the Durometer and the panel shall be at 25 degrees C (77 degrees F), and a 2 kg (4.4 lb.) load applied. After 15 seconds, the reading shall be not less than 55.

11) Abrasion Resistance
The material shall not show a maximum loss of 0.5 g (0.02 ounces) subjected to 200 revolutions on a Taber Abraser at 25 degrees C (77 degrees F), using H-22 calibrate wheels, weighted to 500 g (17.6 ounces). The wearing surface should be kept wet with distilled water throughout the test. The panel for this test shall be prepared by forming a representative lot of material at a thickness of 3 mm (125 mil) on a 100 mm (4") square panel (thickness 1.3 + 0.025 mm) [thickness 0.050 + 0.001 inch] on which a suitable primer has been previously applied.

12) Low Temperature Impact Resistance
The materials shall not fracture when subjected to an impact of 7.23 N-m at –20 degrees C (64 inch pounds at –4 degrees F), for at least 3 hours. The panel is then placed in an instrument also maintained at -20 degrees C (–4 degrees F), consisting of

a 4.7 kg (10.5 pound) freely falling weight controlled to drop vertically for 150 mm (6") onto the surface of the panel, which it strikes with a hemispherical indentor having a radius of 7 mm (0.28 inches).

13) Water Absorption
Materials shall have a maximum of 0.5 percent by weight of retained water when tested by ASTM designation D-570, “Water Absorption of Plastics”, procedure (A).

14) Yellowness Index
The white thermoplastic material shall not exceed a yellowness index of 0.15.

15) Flash Point
The thermoplastic material shall have a flash point not less than 475 degrees F when tested in accordance with ASTM D92.

16) Cracking Resistance
After heating the thermoplastic material for 4 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F); applying to concrete blocks, and cooling 7.1 + 1.4 degrees C (15 + 3 degrees F), the material shall show no cracks. Properly applied, the material shall show less than six stress cracks per three lineal meters (ten lineal feet) of markings independent of pavement fracturing and faulting, for at least six months.

d. Preformed Thermoplastic Pavement Markings
This specification is for the furnishing of retroreflective preformed thermoplastic pavement marking materials that can be adhered to asphalt or Portland cement concrete pavements by means of heat fusion. The applied markings shall be very durable, oil and grease impervious and provide immediate and continuing retroreflectivity.

1) Characteristics
The preformed marking material shall consist of a resilient white polymer thermoplastic with uniformly distributed glass spheres throughout its entire cross section. Preformed words and symbols shall conform to the applicable shapes and sizes as prescribed in the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways. The preformed markings shall be fusible to asphalt concrete and Portland cement concrete pavements by means of the normal heat of a propane type of torch. Adhesives, primers or sealers shall be used prior to the preformed marking application on Portland cement concrete pavements but shall not be required when applying to asphalt concrete pavements. The preformed markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics and be capable of fusing to itself and previously applied worn hydrocarbon and/or alkyd thermoplastic pavement

markings. The preformed markings shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic. The preformed markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations. The preformed thermoplastic markings shall not be brittle and must be sufficiently cohesive and flexible at temperatures exceeding 10 degrees C (50 degrees F) for one person to carry without the danger of fracturing the material prior to application.

2) Composition
The retroreflective pliant polymer thermoplastic pavement markings shall consist of a homogeneous mixture of high quality polymeric thermoplastic binders, pigments, fillers and glass spheres. The thermoplastic material must conform to AASHTO designation M249 with the exception of the relevant differences due to the material being supplied in a preformed state.

3) Glass Spheres
The markings shall contain 30% glass spheres which shall conform to AASHTO M247 Type 1, except that glass spheres shall have a minimum of 70% true spheres on each sieve and 80% true spheres overall. The glass spheres must be homogeneously blended throughout the material with a securely bonded protruding exposed layer of spheres that provide immediate and continuous retroreflectivity; no additional glass spheres shall be dropped on the material during application. Curved arrows must be available without protruding glass spheres if reversibility is needed.

4) Retroreflectivity
The preformed marking shall upon application exhibit uniform adequate nighttime retroreflectivity when tested in accordance to ASTM E1710-97. The applied material must have an initial minimum intensity reading of 375 millicandelas as measured with an LTL-2000 Retroreflectometer with a 1.05 degree observation angle, 88.76 degree entrance angle and 30 meter geometry (viewing distance).

5) Abrasion Resistance
Using a Taber Abraser with an H-18 wheel and a 125 g (4.4 ounce) load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of bead failure. No more than 15% of the beads shall be lost due to popout and the predominant mode of failure shall be "wear down" of the beads.

6) Color and Luminosity Characteristics

a) The thermoplastic material without glass spheres shall meet the following:
   - Daylight reflectance at 45-degree/ 0 degree of 80% minimum

b) The daylight reflectance shall not change significantly when the preformed thermoplastic is properly applied to the roadway surface. For highway use, the white markings shall contain a minimum of 8% by weight of Titanium Dioxide pigment to ensure a color similar to Federal Highway White, Color No. 17886 Standard 595.

7) Skid Resistance
   The surface of the preformed thermoplastic markings shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM: E303.
8) Thickness
   The width of the supplied material shall have a minimum average thickness of 2.3 mm (90 mils).
9) Flexibility
   The preformed thermoplastic marking material shall have flexibility at 10 degrees C (50 degrees F) such that no cracking occurs in the test sample when a 25 mm by 150 mm (1” by 6”) sample is bent through an arc of 90 degrees at a uniform rate in 10 seconds (9 seconds per degree) over a 25 mm (1”) mandrel. The sample must be conditioned prior to testing at 10 + 0.9 degrees C (50 + 2 degrees F) for a minimum of four hours. At least two specimens tested must meet the flexibility requirements at 10 degrees C (50 degrees F) for a passing result.
10) Environmental Resistance
    The applied markings shall be resistant to deterioration due to exposure to sunlight, water, oil, diesel fuels, gasoline, pavement oil content, salt and adverse weather conditions.
11) Effective Performance Life
    When properly applied, in accordance with the manufacturer’s instructions, the pavement markings shall be neat and durable. The markings shall remain retroreflective and show no fading, lifting, shrinkage, tearing, roll back or other signs of poor adhesion.

e. Cold Plastic Pavement Markings
   This specification covers a white pre-formed cold plastic reflectorized pavement marking material of a type that is applied only to a concrete road surface by an inlaid, pre-coated pressure sensitive adhesive that produces an adherent reflectorized stripe of specified thickness and width and is capable of resisting deformation.

1) Characteristics
The material shall be manufactured without the use of lead-chromate pigments or other, similar, lead-containing chemicals. Glass spheres shall be incorporated to provide immediate and continuing retroreflection. Ceramic skid particles shall be bonded to the top layer to provide a skid-resistant surface. Preformed word and symbol markings shall conform to the applicable shapes and sizes as outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways. The preformed markings shall be capable of being adhered to Portland cement concrete pavements by an inlaid, pre-coated pressure sensitive adhesive. A surface preparation adhesive may be used to precondition the inlay pavement surface. The preformed marking film shall mold itself to pavement contours by the action of traffic. Following proper inlay application and tamping, the markings shall be immediately ready for traffic.

2) Composition
The retroreflective pavement marking film shall consist of a mixture of high-quality polymeric materials, pigments and glass spheres distributed throughout its base cross-sectional area. A reflective layer of glass spheres and a layer of skid-resistant ceramic particles shall be bonded to the top urethane wearing surface. The urethane wear surface shall have a nominal thickness of 0.13 mm (0.005 inches). The film shall have a pre-coated, shear-resistant, pressure sensitive adhesive.

3) Color
a) The daytime color of the white film shall provide a minimum initial luminance factor, Y, of 80 and shall conform to the following chromaticity requirements:

X Values	Y Values
0.290	0.315
0.310	0.295
0.330	0.360
0.350	0.340

4) Reflectance
The white film shall have the following initial minimum reflectance values as measured in accordance with the testing procedures of ASTM D 4061. The photometric quantity to be measured shall be coefficient of retroreflected luminance (RL) and shall be expressed as millicandelas per square meter per lux (mcd-m-2-lux-1) (millicandelas per square foot per foot-candle (mcd-ft-2-fc-1)).

Entrance Angle	86.0º	86.0º	86.5º
Observation Angle	0.2º	0.5º	1.0º
Retroreflected Luminance RL (mcd-ft-2-fc-1)	700	500	400

5) Skid Resistance
   a) The surface of the retroreflective films shall provide an initial minimum skid resistance value of 55 BPN as measured by the British Portable Skid Tester in accordance with ASTM E303.
   b) The surface of the retroreflective film shall retain an average skid resistance value of 45 BPN, when tested in accordance with ASTM E303, for a period of one year when installed in non-snow removal areas. The 45 BPN minimum value shall be an average of several readings taken in both the wheel track and non-wheel track areas.
6) Tensile Strength and Elongation
   The film shall have a minimum tensile strength of 7.18 kilopascals (150 lbs. per square inch) of cross-section when measured in the direction of the length of the roll and tested in accordance to ASTM D638-76, except that a sample 150 mm x 25 mm (6” x 1”) shall be tested at a temperature between 21.1 degrees and 26.7 degrees C (70 degrees F and 80 degrees F) using a jaw speed of 10 to 12 inches per minute. The sample shall have a maximum elongation of 50% at break when tested by this method.
7) Reflectivity Retention
   The glass spheres must be strongly bonded and not be easily removed by traffic wear. Using a Taber Abraser with an H-18 wheel and a 125 g (4.4-ounce) load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of sphere failure. No more that 15% of the spheres shall be lost due to popout and the predominant mode of failure shall be “wear down” of the spheres.
8) Glass Spheres
   The size, quality and refractive index of the glass spheres shall be such that the performance requirements for the markings shall be met. The sphere adhesion shall be such that spheres are not easily removed when the material surface is scratched. The film shall have glass sphere retention qualities such that when a 50 mm x 150 mm (2” x 6”) sample is bent over a 12.7 mm (½”) diameter mandrel, with the 50 mm (2”) dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the spheres with entrapment by the binder of less than 40%.
9) Thickness
   The film, without adhesive, shall have a minimum thickness of 1.55mm (60 mil).

3. INSTALLATION PERFORMANCE MEASURES

To ensure total understanding of what is expected in the application of any permanent pavement marking material on new pavement surfaces in the City of Gardner, the following guidelines shall be followed. On streets receiving a thin surface treatment only, such as micro-surfacing or slurry seal, some of the performance measures may be waived by the inspector.

- Thermoplastic Installation
  All thermoplastic lines shall be of uniform thickness, with well-defined edges and squared off beginnings and endings of all lines. All thermoplastic lines will have minimal dribbles, runs and overlaps. In the event thermoplastic long lines must stop and then continue, the restart shall line up to within 13mm (½ inch) of the existing long line and maintain a totally straight line. Hand pushcarts shall be used when doing crosswalks and stop bars. When the crosswalk or stop bar cannot be laid continuous, the startup of the line shall be within 6mm (¼ inch) of the initial line. A maximum of two passes can be made in order to achieve the desired width of stop bars. When two passes are used, a maximum of 3mm (1/8”) gap shall be maintained between the two passes instead of a material overlap. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. Thermoplastic pavement marking materials shall not be applied when pavement temperatures are below 10 degrees C (50 degrees F), or when the surface of the pavement shall show evidence of moisture. Temperatures should be at least 10 degrees C (50 degrees F) and rising. Thermoplastic material will not properly adhere to pavement if moisture is present. Should rainfall occur within 24 hours prior to application, the surface moisture test (plastic wrap or roofing paper method as approved by the inspector) must be performed, and approval obtained from the Inspector.

SC-8 Mobilization

Mobilization is the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all office, buildings and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. This includes traffic signal pole and mast arm retrieval from the City of Gardner.

SC-9 Project Duration and Liquidated Damages

Per the Bid Form, there are 180 calendar days provided to complete the project. Included in that contract time frame are 10 days in which work may be disrupted by rain. Historical records indicate that 10 days is an average disruption for weather during this time frame.

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).

SC-10 <u>Existing Features</u>

Signs and decorative features shall be moved and set back and replaced in kind. The existing street lights removed with this project shall be delivered to the City of Gardner's maintenance facility at 329 S. Meadowbrook Circle, Gardner, KS 66030. Please contact Mike Gardner with the City of Gardner at 913-238-1609 to coordinate. Contractor shall remove equipment in a manner as to limit damage and return to City in acceptable condition.

SC-11 <u>Demolition</u>

All existing concrete curb and gutter, driveways or sidewalks to be removed shall be sawcut to neat lines or to the nearest joint as directed by the Engineer. Additional removal may be ordered by the Engineer. All waste material shall be disposed of on sites provided by the Contractor and approved by the Engineer. All materials shall be disposed of by the Contractor at his expense.

SC-12 <u>Work Area</u>

The Contractor shall cause to be staked prior to any construction activity all Right-of–Way and/or easements as necessary to establish that work is being performed in areas where the City has a right to have such work performed. These stakes shall be maintained or replaced as necessary until the City's acceptance of the project.

SC-13 CARS Sign

Contractor to install the County Assistance Road System Project (CARS) signs at the three locations indicated on the signal plans. These signs are to remain in place through all phases of the construction project. The sign shall be designed per the detail included in the approved plans to satisfy Johnson County Requirements.

SC-14 Radar Vehicular Detection

Radar stop bar and advanced detection shall be utilized for this project. Contractor to coordinate installing and implementing Wavetronix Smart Sensor system. Installation shall include all necessary equipment in order to provide a working radar detection system. Radar detection to be included in the lump sum bid of the Traffic Signal.

SC-15 Ground Rods

Two ground rods shall be placed at the cabinet base at a 6' minimum separation distance. Ground rods shall be included into the lump sum bid of the Traffic Signal.

SC-16 Emergency Vehicle Detection

Emergency vehicle detection shall be utilized for this project. Contractor to coordinate installing and implementing GTT Opticom system. Installation shall include all necessary equipment in order to provide working emergency vehicle detection system. Emergency vehicle detection to be included into the lump sum bid of the Traffic Signal.

SC-17 Street Lighting

All electrical equipment shall conform to the standards of the National Electric Manufacturers Association (NEMA). In addition to the requirement of these specifications, the plans and the lighting specifications, all material and work shall conform to the requirements of the National Electric Code (NEC), the Standards of the American Society for Testing Materials (ASTM), the American Standards Association (ASA), the Illuminating Engineering Society (IES) and all local ordinances.

Existing street light system to be intercepted as designated on plans. Contractor to provide LED type GE Evolved or approved equivalent per plans. All materials used in the fabrication or assembly of system shall

comply with the approved plans and Standard Details. All lighting equipment shall be new and shall be approved by the City Engineer.

Removal of the existing street light foundation shall be a minimum of twenty-four (24) inches below finished grade. The area shall be backfilled and restored per specifications.

Contractor to maintain operability of street light system. Street lighting components, including removal of existing, to be included into the lump sum bid of the Traffic Signal.

SC-18 Utility Coordination

The Contractor shall be responsible for coordinating with the appropriate utility for access to private fiber communications. The Contractor is responsible for all communications and coordination necessary to obtain access to system for installation of new equipment. Utility coordination associated with fiber communications shall be included into the lump sum bid of the Fiber Interconnect.

SC-19 Fiber Interconnect

The Contractor is responsible for installation of all necessary equipment in order to provide an operational fiber communications system. Installation shall include all conduit, pull boxes, wiring, connections, switches, distribution units and all other equipment to provide an operable system.

1) General Construction: All fiber optic components shall be constructed per the following specifications as directed by the City Engineer. All incidental parts which are not shown in the approved plans or in the Specifications and which are necessary to complete the fiber optic cable installation shall be furnished and installed as though such parts are shown in the approved plans. The fiber optic network shall be complete and in operation to the satisfaction of the City Engineer at the time of acceptance of the work.

2) Certification of Contractor Personnel: All fiber optic work shall be performed by a Contractor with proper design and installation qualifications on staff, which shall include at least one Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designer (RCDD) and an installation crew in which at least 10% of individuals contain BICSI Installer 2 (INSTF) certification. Before starting work, the Contractor shall provide the City Engineer with the names and certification credentials of the BICSI certified personnel assigned to perform fiber optic related work. If the BICSI certified designer(s) or installer(s) are dismissed from the project, all fiber optic installation work shall cease

until the names and photocopies of certification cards for replacement personnel are provided to the City Engineer.

3) Fiber Optic Related Products and Material List: Prior to commencing fiber optic installation, the Contractor shall submit a complete list of products and materials proposed for said installation for approval by the City Engineer prior to procurement of any materials. The Contractor shall annotate the documentation to reference where materials meet all applicable project specifications. Products shall abide by the specific requirements listed below and be approved for use by the City Engineer prior to construction.

4) Conduit: This section includes information regarding the pre-approved conduit types and installation methods for conduit with fiber optic cable.

   All conduit installed for the fiber optic system shall meet the minimum requirements set forth in City of Gardner Technical Specifications in addition to the requirements described below.

   All conduit installed with fiber optic cable shall include a locating cable and pull string. The locating cable shall be a #10 A.W.G. stranded use copper locating cable. Locating cable and pull string installed in conduit shall be considered subsidiary to conduit installation, and no direct payment will be made.

   Unless otherwise specified, standard conduit installed with fiber optic cable will be 2” or 3” in diameter. The color of standard conduit with fiber optic cable shall be black with orange stripe.

5) Installation and Testing: The following requirements are applicable for all conduit installation with fiber optic cable. In addition to the requirements listed below, conduit installation shall conform to the conduit installation and testing procedures recommended by the manufacturer for each product used on this project.

All conduit shall meet the installation requirements set forth in the Technical Specifications unless approved by the City Engineer. The Contractor may reroute proposed conduit and/or adjust proposed conduit depth to a minimum of 20 inches from grade when proposed conduit installation is near and/or in conflict with an existing underground utility line and as approved by the City Engineer. The minimum vertical clearance for a utility crossing shall be 24 inches. The conduit depth shall be adjusted only in the area of the conflict.

All newly installed conduit and all existing conduit used under this Contract shall be blown and/or rodded clean to the satisfaction of the City Engineer prior to the installation of any cable or wire in that conduit.

All areas disturbed by conduit installation (either by trenching or boring) shall be replaced to match existing conditions. This may include (but not limited to) the repair to sidewalk, roadway sections, or re-sodding of green

space. All sidewalk ramps disturbed during construction shall be replaced to meet City ramp requirements of the Technical Specifications and all applicable Standard Details. All repair work shall be approved by the City Engineer.

Existing utilities shown on the Plans are an approximate location only and are for the Contractor's information. The Contractor shall be fully responsible for any and all damage caused by the Contractor's failure to exactly locate and preserve all utilities Placement of conduit and pull boxes may be adjusted in the field to avoid obstructions but must be approved by the City Engineer prior to construction.

6) Installation of New and Existing Pull Boxes: All conduits shown in the Plans to be installed into new or existing pull boxes shall follow the specifications illustrated in the Standard Details and as described in the Technical Specifications.

   The Contractor shall maintain the existing pull box, provide general maintenance and cleaning out as required, and shall restore the surrounding area to a condition equivalent to that prior to when work began. The Contractor shall immediately notify the City Engineer if the Contractor determines that the existing pull box is unacceptable for reuse. If the existing pull box needs to be temporarily removed or otherwise disturbed for the new conduit installation, new gravel shall be installed in the base of the reinstalled existing pull box as required for new pull boxes as described in the Standard Details and in the Technical Specifications.

   The costs of all labor, materials, and equipment necessary to complete the installation of new conduit into existing pull boxes or foundations as required in this Technical Specification shall be included in the quantities shown in the Plans for fiber installation.

   The cost of payment, base, sub-base, restoration of sidewalk, driveway, and curb restoration shall be included in the quantities shown in the Plans for fiber installation.

7) Fiber Optic Cable: This section includes information regarding the pre-approved fiber optic cables in addition to general bidding, installation, and testing requirements.

   The Contractor shall furnish and install fiber optic cable as shown on the Plans and in accordance with the requirements specified herein. All fiber shall be shipped on reels of marked contiguous length. No splices shall be permitted within the fiber jacket.

   The following standards are applicable to this item and are hereby incorporated by reference:

Organization	Standard	Applicability

RUS	PE-90	Cable Construction
TIA/EIA	598-D	Color Coding
TIA/EIA	472D0000	OSP Fiber Optic Cable
TELCORDIA	GR-20, Issue 4	Core
TIA/EIA	526-7	Fiber Optic Cable Testing

Fiber optic cable shall be standard fiber.

Standard Fiber Optic Cable
Standard fiber shall include glass that meets or exceeds International Telecommunication Union (ITU) specification G.652D.

Standard fiber optic cables shall be single-mode, graded loose tube dielectric cable constructed with industry standard 3mm buffer tubes stranded around a central strength member. The buffer tubes shall be compatible with standard hardware, cable routing and fan-out kits. The cable core shall be filled with a water blocking material (either dry or gel-filled) to improve access and handling of individual tubes. The cables shall be designed for point-to-point applications as well as provide for mid-span access. The cable shall be single-mode, dispersion-unshifted fiber. The fiber shall be fully capable of handling existing and legacy single-mode applications which traditionally operate in the 1310 nm and 1550 nm regions. It shall also be designed to handle the new and emerging applications that utilize the "Extended" E-band, 1360 nm to 1460 nm. The fiber shall be designed to provide optimum performance from 1265 nm to 1625 nm intended for 16-channel Course Wavelength Division Multiplexing applications.

Standard fiber shall consist of 12, 24, 48, 96, 192, or 288 fibers as shown in the Plans, arranged in color-coded buffer tubes of 12 individually color-coded fibers. When less than six buffer tubes are required for the number of fibers, polyethylene filler rods shall be used to maintain cable integrity. Each buffer tube shall be filled with a water blocking material (either dry or gel-filled) for protection of the fibers from impact and moisture ingress. Aramid strength members shall be bundled with the buffer tubes and the filler rods and the jacket shall also contain a water blocking material (either dry or gel-filled) installed inside the cable jacket.

Standard fiber optic cables shall meet or exceed the following optical specifications:

Attenuation at 1310 nanometers	≤ 0.32 dB/km
Attenuation at 1550 nanometers	≤ 0.18 dB/km
Point Discontinuity	≤ 0.05 dB

Core Diameter	8.2 µm
Cladding Diameter	125.0 ± 0.7 µm
Core-clad Concentricity	≤ 0.5 µm
Coating Diameter	242 ± 5 µm
Numerical Aperture	0.14
Index of Refraction (1310 nm)	< 1.47
Index of Refraction (1550 nm)	< 1.47
Temperature Range (Operation and Storage)	-40 ºC to 70 ºC (-40 ºF to 158 ºF)
Temperature Range (Installation)	-15 ºC to 60 ºC (5 ºF to 140 ºF)
Maximum Tensile Strength (Short-term)	Per Manufacturer's Specification
Minimum Bend Radius (Operation)	15 times nominal cable O.D.
Minimum Bend Radius (Installation)	20 times nominal cable O.D.

Installation and Testing

All fiber shall be installed in underground conduit. Standard fiber shall be pulled in place either by hand or by an approved mechanical pulling machine. If a mechanical pulling machine is used, it must be equipped with a monitored or recording tension-meter. At no time shall the manufacturer's recommended maximum pulling tension be exceeded.

Where pulling through pull boxes, approved pulleys and sheaves shall be used or the excess cable must be coiled in a figure eight and fed by hand. If sheaves are to be used, the contractor shall provide the City Engineer with a drawing of the proposed layout showing that the cable will never be pulled through a radius less than the manufacturer's minimum bending radius.

Fiber optic cable shall be looped neatly in all pull boxes shown in the Plans. A minimum of 50 feet of coil shall be provided when passing through a pull box and 100 feet of coil shall be provided at each splice case (50 feet on each side of the splice case). This fiber is for future additions or repairs to the fiber network.

1. Fiber-Optic Cable Acceptance Testing Methods
   a. Visually inspect fiber-optic cable prior to installation. Report any defects to the City Engineer. All fiber connectors must be cleaned and checked for dirt, scratches or chips prior to installation and testing. All dust covers must be installed after testing is complete.
   b. The test equipment shall meet the requirements found in the TIA/EIA-568-D series of standards.

c. Prior to installation, all fiber optic cable shall be tested in a single direction with an Optical Time Domain Reflectometer (OTDR) at 1310 nm and 1550 nm to verify attenuation and continuity. If the cable fails to meet the requirements provided herein, the Contractor shall replace the entire reel at no additional cost.
d. Post installation, all terminated strands of fiber shall be tested bi-directionally, and non-terminated fibers shall be tested in a single direction with an OTDR at 1310 nm and 1550 nm to verify attenuation, continuity and splice loss of strands for the entire length of cable. In addition, an Optical Loss Test Set (OLTS) shall be used to test all terminated fiber. The contractor shall perform all tests in the presence of the City Engineer and provide the City Engineer with up to five copies of any software required for viewing electronic files of the OTDR traces. OLTS results shall be submitted in Excel format. Fiber test results submitted to the City Engineer that exceed the max attenuation loss specification will be identified as Out-of-Specification (OOS).
e. The fiber-optic cable is to have a maximum attenuation of 0.34 dB/km at 1310 nm and 0.20 dB/km at 1550 nm when measured with an OTDR. Fiber test results submitted to the City Engineer that exceed the max attenuation loss specification will be identified as OOS.
f. Each splice shall have an averaged loss value of 0.07 dB or less when measured bi-directionally with an OTDR at 1310 nm and 1550 nm. Fibers not meeting the 0.07 dB or less specification will be identified as OOS.
g. Each connector is to have an averaged loss value of 0.25 dB or less when measured bi-directionally with an OTDR at 1310 nm and 1550 nm. Connector test results submitted to the City Engineer that exceed the max loss of 0.25 dB specification will be identified as OOS.
h. All fiber optic cable and connector tests that are submitted to the City Engineer that are OOS are subject to penalties of $150.00 for each trace.
i. OTDR testing shall use a launch and receiving cables that are a minimum 1,000 meters or greater than the dead zone for the OTDR used for this test.
j. Contractor shall replace, as directed by the City Engineer, any defect discovered during final acceptance at no additional cost to the City of Gardner. Consider a defect to be any cable with an OTDR measured length that differs from the actual cable footage, excluding manufacturer's helicity.

k. All splicing and test equipment shall be factory certified within the last year. The Contractor shall provide copies of the certification ten days prior to testing.

l. Testing summary results shall be recorded by the Contractor and submitted to the City Engineer in PDF format through the meter manufacturer's software. No additional alteration using software from the Contractor beyond the meter manufacturer's software will be allowed. Completed test forms shall be supplied for each fiber. Contractor shall also provide native test (electronic version) with no alterations and meter software for viewing of fiber traces. At a minimum, test results shall show the following:
   - Cover Sheet with the words "Project Test Documentation", project name, project number, and the date of completion (month and year)
   - Cable and fiber identification (as approved by City Engineer)
   - Cable Location – begin and end point
   - End-to-end cable length in meters calculated from cable markings
   - Operator Name
   - Date and Time
   - Measurement direction
   - Setup and test parameters including wavelength, pulse width, range, refractory index, scale and ambient temperature.

m. Test results for OTDR test averaged for total fiber trace, splice loss/gain (dB), connector loss (dB), all events greater than 0.05 dB, and total length from OTDR.

n. When repairs and re-tests are performed, the reported problem(s) and the corrective action(s) taken shall be noted. Both the failed and passed test results shall be documented.

8) Patch Cable: This section includes information regarding patch cables in addition to general bidding, installation, and testing requirements. This item is paid for under fiber interconnect. The patch cables shall be impact-resistant single-mode duplex fiber cables.

   All patch cable fiber and connectors shall conform to the exact specifications included herein for fiber and connectors. Patch cables supplied at the traffic signal controller cabinets shall be one meter in length and shall be SC to LC or as specified on the Plans. Quantities for patch cables are detailed in the plans.

9) Splice Enclosures: This section includes information regarding splice enclosures. This item is paid for under fiber interconnect. Quantities for splice enclosure are detailed in the Plans. Splice enclosures shall have the following characteristics:

a. Supply environmental protection of cable and splices from water and dirt and that is designed to be submersed in water and installed underground outside plant use for splicing fiber-optic cables in handholes. Water-blocking techniques shall be used to ensure that the splice enclosure and cable entry locations do not leak when immersed in 19 feet of water for 30 days.
b. The splice closure shall be compatible with all sizes of fiber cables used on the project and large enough to accommodate the number of splices called for plus an additional 12 fibers (or an additional 10 percent, whichever is greater).
c. The closures shall be a dome type splice closure manufactured from a high-density polyethylene or approved equivalent nonmetallic material with the following properties:
    - Cable entry shall be manufactured of similar material to the dome body and shall seal the closure with re-usable compressed gel cable sealing components that accommodate a wide range of cable sizes.
    - Closures shall be re-enterable and re-sealable without the need for specialized tools or equipment or any additional parts.
    - No encapsulated materials shall be allowed.
    - Be provisioned for a minimum of six cable entries.
    - Hinging splicing trays that provide controlled access to splices and slack storage. Splice trays shall be labeled for content.
    - Splice and storage compartments accessible via a removable dome-clamp system.
    - The closure shall be sized to allow for the storage of all unopened buffer tubes.
    - Splice enclosures shall also be supplied with all hardware necessary to provide solid mounting to wall structures. The Contractor shall wall mount the splice enclosure at the request of the City Engineer.
d. The splice closure shall contain all splice trays, storage, splice sleeves, organizing materials, and any other incidental materials required to complete the splices at the locations shown in the plans.
e. After splicing is complete, the fiber-optic cable and closure shall be flash tested for leaks.

It shall be the responsibility of the Contractor to determine where underground splice enclosures are required for the termination of underground cable at the end of a cable reel. Underground splice enclosures for end-of-reel splicing shall not be spaced less than 20,000 feet unless otherwise approved by the City Engineer. The cost of the enclosure and all additional splicing used for this purpose shall be considered incidental to the installation of the fiber optic cable.

10) Fiber Distribution Unit (FDU): This section includes information regarding the fiber distribution units (FDU) in addition to general bidding, installation, and testing requirements. This item is paid for under fiber interconnect. Individual quantities are specified in the Plans.

    An FDU shall be used for either trunk fibers, branch fibers, or both at any time that a termination is made. The FDU to be installed in traffic signal cabinets shall be rack-mountable and shall be one rack unit (RU) in height and provide 12 SC connectors as noted in the Plans.

    If the Plans specify that the FDU is to be DIN rail mounted, a Single Panel Housing (SPH) shall be utilized. The SPH shall accommodate 12 SC connectors and be accompanied by the appropriate pigtail (see Section 9411 of the Technical Specifications).

    Sufficient bulkheads shall be installed for all individual strands of the fiber to be connected and space for additional bulkheads shall be provided. At all traffic signal cabinets, six spare bulkheads shall be provided. At node locations and building facilities 20% spare bulkheads shall be provided.

    If an existing FDU is in the traffic signal cabinet, then the Contractor shall remove the FDU and replace it with the updated unit. The Contractor is responsible for proper disposal of the FDU.

    The FDU to be installed at building facilities shall meet or exceed the specifications of the model illustrated in the City's Approved Products List. An FDU at building facilities shall allow for either wall mount or rack mounting (EIA 19-in. rack type) and provide SC connectors. The ultimate FDU location (including mounting type) and number of SC connectors shall be determined by the City Engineer. If a rack mountable FDU is required at a location and no usable cabinet space is available, the Contractor shall also provide an FDU cabinet at no additional cost. The FDU cabinet shall meet or exceed the specifications of the model illustrated in the City's Approved Products List.

11) Junction Boxes: Fiber optic junction boxes shall be as shown in the Standard Details and on the plans. The installation of fiber optic junction boxes shall be consistent with that which is described in the Technical Specifications and all applicable Standard Details.

12) Labeling: At all entries to pull boxes, traffic cabinets, splice enclosures and all other permanent facilities, the Contractor shall label fiber optic cables, splice enclosures (including splice trays), and FDU's with self-adhesive permanent polyester label with minimum 3/16" high characters. Labels shall be black print on white tape labels. Unless otherwise approved by the City Engineer, one of the following labeling products shall be used:

    - Dymo Rhino 18766
    - Brother TZ221
    - Panduit T038X000VPC-BK

Labels shall be machine-printed. Hand-lettered labels will not be considered as acceptable.

All fiber optic cables and connectors must be clearly labeled in accordance with EIA/TIA standards. Labels shall include “City of Gardner – Fiber Optic.”

Prior to installation of fiber optic cable, the contractor shall submit for the City Engineer’s approval a proposed labeling scheme to ensure consistent naming of cables and termination points throughout the project. After installation, each run of fiber optic cable shall be marked within one foot of each splice and/or termination with the location of the opposite end of the cable. The nomenclature shall be used on the OTDR sweep test results (described under “Installation and Testing” of Fiber Optic Cable of these Specifications). All fiber shall be labeled with the sequential length at a maximum of every three (3) feet. After installation, the distance markings at each end of each run and within each pull box shall be logged and provided to the City Engineer in a form acceptable to the City Engineer.

All fiber optic cable shall contain imprinted lettering displaying “City of Gardner – Fiber Optic” on the outside of the conduit/cable wall.

SC-20 Rectangular Rapid Flashing Beacon (RRFB) Assembly

The Contractor is responsible for installation and implementation of all necessary equipment in order to provide an operational RRFB system. Installation and implementation shall include all foundations, posts, signage, pushbuttons and equipment as well as programming to provide an operable system as required by the drawings, specifications and as listed below. The intent of the specification is to provide a complete, ready to install, solar powered Rectangular Rapid Flashing Beacon (RFFB) pedestrian crossing system. The system must be an ELTEC RRFB Pedestrian Crossing System S891412 or approved equal.

1. The purpose of this specification is to describe the minimum acceptable criteria for a solar powered pedestrian crossing using a RFFB. The system shall be designed to operate 24 hours per day, 7 days per week with the beacons flashing for up to 350 crossings per day. Dimming shall be allowed only during the evening or low ambient light conditions (FAA definition of nighttime). A twelve (12) month solar sizing report shall be submitted to support the system design. The minimum array to load ratio (ALR) shall be 1.2 or greater, battery autonomy shall be 10 days, and the loss of load probability (LOLP) shall be 0.0% throughout the year. The system shall consist of two poles with wireless communication between the poles for simultaneous activation of both poles when a pedestrian activates the RRFB from either pole.
    a. Cabinet
        1) The cabinet shall be manufactured of 0.125” sheet aluminum. Nominal cabinet dimensions shall be 22” H x 12.0” W x 8.0” D. The cabinet shall be a one (1)

compartment type. The cabinet shall have screen covered louvers on each side for ventilation. On the bottom of the cabinet there shall be two screened insect proof drain holes. The cabinet shall be weather resistant, providing a degree of protection from falling rain or sleet and shall be undamaged by the formation of ice on the enclosure.

2) The cabinet door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet. The hinge shall be an A730S, constructed with a 304 stainless steel hinge pin. The door shall incorporate a neoprene gasket which forms a snug weather tight seal when the door is closed. The door lock shall be a standard Police lock.
3) Each cabinet shall be equipped with a mounting bracket for 4.5” OD pole mounting. All necessary hardware for proper mounting shall be included.

b. Control Panel
   1) The solar panel, beacons and battery shall be connected to the control panel through a main wiring harness via a circular pin connector (CPC).
c. Solar Charge Controller
   1) The solar charge controller shall be fully automatic charger using four stages of charging for rapid, efficient and safe battery charging. Stage 1: Full Charge, with 100% of available solar energy. Stage 2: Pulse-Width Modulation (PWM) constant voltage regulation to prevent heating and excessive battery gassing. Stage 3: Float Charge, after battery is fully recharged, reduces to a float or trickle charge with transition dependent on battery history. Stage 4: Equalize Charge, a boost charge that depends on elapsed time and battery history. Flooded cells receive a vigorous equalization, sealed batteries a smaller boost to bring uneven cells into balance and extend battery life. Gel cells are not equalized.
d. Solar Charge Controller
e. Solid State DC Flasher
f. Countdown Timer
g. Wireless Communications
h. Solar Panel
i. Battery
j. RRFB Light Bar
k. Night Dimming
l. Pole and Base
m. Signage
n. Pedestrian Pushbutton
o. Warranty

MEASUREMENT AND PAYMENT

SC-1 GENERAL

SC-1.1 It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the Contract Documents that will be directly paid for at the price bid per unit of measure.

SC-1.2 All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted Bidder. Unit price payments will be based upon the measurement of installed items and lump sum shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the Contract Documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price pay item to which it pertains.

SC-1.3 Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.

SC-2 MOBILIZATION

SC-2.1 "Mobilization" shall be measured as a lump sum and shall include contractor profit and overhead, mobilization, access to site, connection to existing systems, utility coordination, removal of existing structures, asphalt, concrete, curb, pick up of signal components from the City, project staking, restoration, and misc. appurtenant items necessary for the construction of the improvements.

SC-2.2 Payment shall be made at the contract lump sum price bid as shown in the proposal for "Mobilization." Payment shall be full compensation for all appurtenant work including removal and disposal in accordance with Gardner technical specifications and as approved by the City Engineer.

SC-3 DEMOLITION AND REMOVALS

SC-3.1 "Demolition and Removals" shall be measured as a lump sum item for the removal of existing curb, sidewalk, sidewalk ramps, concrete pavement, pavement markings and signing, street lighting, and all other items necessary to provide a finished product as intended by the Contract Documents.

SC-3.2 Payment shall be made at the contract lump sum price bid as shown in the proposal for "Demolition and Removals." Payment shall be full compensation for all appurtenant work including removal and disposal in accordance with Gardner technical specifications and as approved by the City Engineer.

SC-4 TRAFFIC SIGNAL

SC-4.1 "Traffic Signal " shall be measured as lump sum for installing and programming a complete and operational traffic signal system, including traffic signal heads, mast arms and poles, pedestal poles, bases, vehicular detection system, emergency vehicle detection, pedestrian detection, wiring, street lighting and additional appurtenant items and related work necessary for the construction of the improvements to provide a finished product as intended by the Contract Documents.

SC-4.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Traffic Signal.” Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-5 FIBER INTERCONNECT

SC-5.1 "Fiber Interconnect" shall be measured as lump sum for installing and programming the communications system including the fiber optic cable, end equipment, conduit, pull boxes, and necessary technical equipment for the construction of the improvements to provide a finished product as intended by the Contract Documents.

SC-5.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Fiber Interconnect.” Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-6 PAVEMENT MARKING AND SIGNING

Pavement marking and signing shall be measured as a lump sum item for the removal of existing pavement markings and signage and installation of new pavement marking and signing as detailed on the approved plans. All pavement marking and signing shall conform to the Manual on Uniform Traffic Control Devices.

Pavement marking and signing will be paid as separate lump sum items for installation at the following two locations as detailed in the approved plans:

- Moonlight and Madison
- RRFB Assembly

Lump sum cost for RRFB Assembly should include all equipment required to provide fully operable system as designated on plans.

SC-7 TRAFFIC CONTROL

Traffic control shall be measured as a lump sum item for the furnishing and maintenance of all items necessary to provide traffic control. The Contractor shall furnish and maintain barricades, signs and lights as required to provide a detour route and for the safe and effective movement of through traffic around the work area. Additional barricades and signs shall be provided as directed by the City Engineer. All traffic control shall

conform to the Manual on Uniform Traffic Control Devices. Local traffic and access to private driveways shall be maintained at all times.

SC-8 CURB & GUTTER, COMBINED (TYPE B)

SC-8.1 " Curb & Gutter, Combined (Type B)" shall be measured by the lineal foot of acceptable curb and gutter in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-8.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Curb & Gutter, Combined (Type B)”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-9 SIDEWALK CONSTRUCTION (4")

SC-9.1 “Sidewalk Construction (4")” shall be measured by the square foot of acceptably installed sidewalk in place and shall include all required grading to return area to original or better condition and related work to provide a finished product as intended by the Contract Documents.

SC-9.2 Payment shall be made at the contract unit price bid as shown in the proposal for “Sidewalk Construction (4")”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-10 SIDEWALK RAMP WITH DETECTABLE WARNING SURFACE

SC-10.1 "Sidewalk Ramp with Detectable Warning Surface” shall be measured by the square foot of acceptably installed ramp in place and shall include all required grading to return area to original or better condition and related work to provide a finished product as intended by the Contract Documents.

SC-10.2 Payment shall be made at the contract unit price bid as shown in the proposal for “Sidewalk Ramp with Detectable Warning Surface”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-11 DETECTABLE WARNING SURFACE

SC-11.1 " Detectable Warning Surface" shall be measured by the square foot of acceptably installed detectable warning surface in place and shall include all required forming and coordination with the sidewalk ramps and related work to provide a finished product as intended by the Contract Documents.

SC-11.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Detectable Warning Surface.” Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-12 MEDIAN CURB & GUTTER (7”)

SC-12.1 " Median Curb & Gutter (7”)” shall be measured by the lineal foot of acceptable curb and gutter in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-12.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Median Curb & Gutter (7”)”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-13 RED COLORED STAMPED CONCRETE

SC-13.1 "Red Colored Stamped Concrete” shall be measured by the square yard of acceptable stamped concrete in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-13.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Red Colored Stamped Concrete”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-14 PEDESTRIAN MEDIAN REFUGE

SC-14.1 "Pedestrian Median Refuge” shall be measured by the square yard of acceptable pedestrian median refuge in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-14.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Pedestrian Median Refuge”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-15 FORCE ACCOUNT

SC-15.1 The Force Account Item shall be used, at the discretion of the City Engineer, as a contingency for any unexpected issues.

SC-16 CARS Indemnification

SC-16.1 The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by

CITY OF GARDNER, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

SPECIAL CONDITIONS

The work shall conform to these special conditions, to the Gardner Technical Specifications and to the Kansas Department of Transportation *Traffic Signal Specifications* as referenced herein. The Gardner Technical Specifications will govern as though repeated verbatim herein, except as modified or superseded by these special provisions.

SC-1 Traffic Signal Poles and Mast Arms

The City has ordered and paid for the traffic signal poles and mast arms. Therefore, the cost of these items shall NOT be included in the bid. These items shall be retrieved from the City of Gardner's maintenance facility at 329 S. Meadowbrook Circle, Gardner, KS 66030. Please contact Mike Gardner with the City of Gardner at 913-238-1609 to arrange for pick up. Traffic signal pole and mast arm retrieval shall be included into the lump sum bid of Mobilization.

SC-2 Traffic Signal Hardware & Equipment

Traffic signal equipment, material and construction requirements shall be included in the lump sum bid item for Traffic Signal. The installation shall include all poles, foundations, conduit, pull boxes, wiring, signal heads, detectors, control equipment and all other equipment to provide an operable system.

The traffic signal controller cabinet and all hardware on the mast arms or signal poles shall be glossy black powder coated painted (Pelco paint code P33 – Gloss Black) to match the paint on the poles and mast arms. All backs of signs mounted on the mast arms or signal poles shall be sheeted with black sign sheeting. The signal head housing shall be black polycarbonate. Finishes shall be included in the lump sum bid item for Traffic Signal.

SC-3 Restoration

Restoration of street surface, parkway/lawn areas (including sprinkler systems) and all other areas abutting the construction, shall be subsidiary to other items in the project. Contractor will also be responsible for repair or reconstruction of any utilities cut or damaged during construction. Restored parkway/lawn areas shall be sodded unless shown otherwise on the plans. When sprinkler systems are encountered and conflict with the construction, the Contractor shall remove sections of sprinkler systems as necessary to facilitate the construction of the project. The disturbed portion of the sprinkler system shall be capped so the remainder of the system may be operated during the construction period. The Contractor shall replace

the removed sections of sprinkler system to existing or better condition after construction has been completed and prior to the installation of the sod. For any City owned sprinkler systems the Contractor shall contact the Engineer prior to removing any sprinkler system components.

SC-4 Traffic Control

The Contractor shall supply flagperson, signs, etc. to control traffic (vehicular and pedestrian) through the work zone when deemed necessary by the Engineer. All traffic control shall conform to Chapter VI of the M.U.T.C.D. Access for local traffic shall be maintained at all times, and shall be included in the lump sum price bid for “Traffic Control”.

The Contractor shall submit for approval a traffic control plan developed by a work zone certified person for each phase of the project that conforms to the latest version of the MUTCD. The Contractor shall furnish as part of the “Traffic Control” bid item adequate signs, barricades, warning lights, and all other equipment necessary to direct and re-route traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. Additions and/or reductions of signs, barricades, warning lights, flagmen and all other equipment necessary to direct and re-route traffic shall be subsidiary to the bid item "Traffic Control." The traffic control plan shall be submitted prior to issuance of the work order. No work on this contract shall begin until said plan is approved. The City reserves the right to adjust the Contractor’s plan to coordinate with other projects.

Notice of any road or lane closures shall be made to the city forty-eight (48) hours prior to the closure. If the road or lane closure is due to a special condition, a new traffic control plan shall be submitted for approval.

Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open at all times unless otherwise approved.

All traffic control devices shall be installed at the inception of construction. The traffic control devices shall be as noted in the approved traffic control plan and be properly maintained and/or operated during the time of construction and/or as special conditions exist on the project. If the traffic control and routing is not as noted in the approved traffic control plan, one (1) notice will be given to correct the problem. If the problem is not corrected within twenty-four (24) hours, the city will correct at Contractor’s expense. If the traffic control plan is not maintained and returned to approved condition within four (4) hours of notification of a special condition (i.e. - windstorm, auto damage, vandalism), the city will correct at Contractor’s expense.

At any time at his discretion, the Engineer can require additional barricades and/or signage at designated areas along the street to provide the necessary traffic control.

When driveways will be temporarily closed due to construction, the Contractor shall provide written notification to the affected owners a minimum of 48 hours prior, but not more than 72 hours prior to the closure. Driveways shall be reopened as soon as possible. The Contractor shall provide the Engineer a copy of the written notification given to residents.

SC-5 Accessibility

The Contractor shall conduct his work so as to interfere as little as possible with the public travel, whether vehicular or pedestrian. Whenever it is necessary to cross or interfere with roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, temporary surfaces or other temporary installations expedient for the accommodation of public and private travel and shall give reasonable notice to owners of private drives before interfering with them; provided, however, that such maintenance of traffic will not be required at any point where the Contractor has obtained permission from the Owner and Tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at any designated point thereon, and for the duration of whatever period of time as may be agreed upon.

SC-6 Materials Test Reports/Mix Designs

Materials test reports/and or mix designs shall be submitted and approved by the Engineer prior to its use or placement. Reports and/or mix designs shall be submitted for all concrete, ADA panels, aggregates, etc. All reports and/or mix designs shall be current within six (6) months of the Notice to Proceed issued for this project.

SC-7 Pavement Markings

1. GENERAL
   a. The Contractor shall furnish and install white permanent retro-reflectorized pavement marking materials at the locations shown on the plans, in conformance with the details, and the material specifications included herein.
   b. The permanent pavement markings shall be installed immediately after overlaying unless prior approval is received by the Engineer or City Inspector. If the permanent markings cannot be installed and thus the roadway would be unmarked overnight, interim removable markings shall be installed and remain until the permanent markings can be installed.
   c. The contractor shall make every possible effort to remove the interim pavement markings and install permanent pavement

markings within 48 hours. Only under extreme circumstances and at the approval of the pavement marking inspector or the engineer, will the duration of the interim pavement markings be extended. Under no circumstance should the interim pavement markings be in place for more than 2 weeks. If permanent markings cannot be installed within the specified time then temporary markings shall be installed following the guide lines as set forth in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, Sections F6 and G6. The interim removable markings shall be removed prior to installation of the permanent markings.

2. MATERIAL

The material for permanent pavement markings shall be in accordance with this specification. All material for permanent pavement marking material used by the Contractor shall be from the City's approved list of vendors. It is important that users be completely knowledgeable of all application requirements and procedures prior to product application. It is the responsibility of the installer to contact the supplier of all permanent pavement marking materials if questions regarding application procedures or conditions arise.

a. Pre-Mix Glass Spheres

Pre-mix glass spheres shall be uncoated and conform to AASHTO M247 Type 1. The glass spheres used in the formulation shall be lustrous, free from film, scratches, and pits. The glass spheres shall also meet the following requirements:

1) Roundness

The roundness of the spheres shall be minimum of 70% when tested in accordance with A.STM. D-1155.

2) Gradation

The gradation when tested in accordance with the method provided in A.S.T.M. D-1214 (by use of U.S. Standard Sieves) shall be:

Size of Sieve	Mass % Passing
1.00 mm (No. 18)	80-100
300 µm (No. 50)	20-50
180 µm (No. 80)	0-10

3) Refractive Index

When tested by a liquid immersion method at 25 degrees C (77 degrees F), the refractive index of the spheres shall be a minimum of 1.50.

b. Drop-On Glass Spheres

The spheres shall be manufactured from glass of a composition designed to be highly resistant to traffic wear and to the effects of weathering. The particles shall be spherical in shape, containing not more than thirty percent (30%) of irregularly shaped particles. They shall be essentially free of sharp angular particles, and

particles showing milkiness or surface scoring or scratching. They shall meet the requirements of AASHTO M247 Type 1.

1) Gradation

The gradation when tested in accordance with the method provided in A.S.T.M. D-1214 (by use of U.S. Standard Sieves) shall be:

Size of Sieve	% Passing (by Weight)
850 µm (No. 20)	100
600 µm (No. 30)	80-100
300 µm (No. 50)	18-35
180 µm (No. 80)	0-10
150 µm (No. 100)	0-2

2) Refractive Index

When tested by a liquid immersion method at 25 degrees C (77 degrees F), the refractive index of the spheres shall be within the range of 1.50 to 1.60.

3) Moisture Proof Requirements

The spheres shall show no tendency to absorb moisture in storage and shall remain free of clusters and hard lumps. The spheres shall flow freely from dispensing equipment at any time when surface and atmospheric conditions are satisfactory for application.

c. Thermoplastic Pavement Markings

This specification covers a white thermoplastic reflectorized pavement marking material of a type that is applied to asphalt road surfaces. The material shall be applied in a molten state by mechanical means to receive a surface application of glass spheres, and which upon cooling to normal pavement temperature, produces an adherent reflectorized stripe of specified thickness and width and is capable of resisting deformation.

1) Characteristics

The material shall not exude fumes that are toxic, obnoxious or injurious to person or property, when it is heated to the temperature range specified by the manufacturer for application. It shall remain stable when held for 4 hours at this temperature, or when subject to 3 reheatings after cooling to ambient temperature. The temperature-viscosity characteristics of the plastic material shall remain constant throughout repeated reheatings, and shall show like characteristics from batch to batch. There shall be no obvious change in color of the material neither as a result of repeated reheatings nor from batch to batch. The thermoplastic material shall easily extrude from the equipment to produce a cross-section of line 1.5 mm to 4.8 mm (90 to 125 mil) thick, which shall be continuous and uniform in shape, and have clear and sharp dimensions.

2) Serviceability

The compound shall resist deterioration by contact with sodium chloride, calcium chloride or other chemicals used to prevent roadway ice, or because of the oil content of pavement materials or from oil droppings or other effects of traffic. The markings shall remain intact under normal traffic conditions at temperatures below 60 degrees C (140 degrees F).

3) Specific Gravity
The material's specific gravity shall not be less than 1.8 nor exceed 2.3 referred to water at 25 degrees C (77 degrees F) when determined by a water displacement method at 25 degrees C (77 degrees F).

4) Set Time
When applied at the specified temperature and thickness, the material shall set to bear traffic in not more than 2 minutes when the air temperature is 10 degrees C (50 degrees F) and not more than 10 minutes when the air temperature is 32 degrees C (90 degrees F).

5) Composition
   a) The thermoplastic pavement marking material shall be homogeneously composed of pigment, filler, resin binder and glass reflectorizing spheres. The solid resin shall be a "maleic-modified glycerol ester resin" (alkyd binder) comprising at least one-third of the binder compositions and be no less than eight (8) percent by weight of the entire material formulation. The alkyd binder shall consist of a mixture of synthetic resins (at least one of which is solid at room temperature), and high boiling point plasticizers. The material shall not contain any petroleum derived ingredients. The thermoplastic pavement marking material shall contain the following ingredients:

INGREDIENT (Percent by Weight)	
Binder (See Note A below)	18.0 min.
Titanium Dioxide	10.0 min.
Glass Spheres	20.0-50.0
Lead Chromate	--
Inert Fillers	42.0 max.

   b) The material shall be thoroughly mixed and furnished in a free flowing granular form. The material shall meet the requirements of this specification for a period of one year. The material shall readily melt in a uniform mixture. The material shall be free from all skins, dirt, and foreign objects. It shall be of such composition that it will not bleed, stain or discolor when applied to bituminous pavement. The

manufacturer shall replace material not meeting the above requirements.

6) Color
The color of the thermoplastic material after heating for 4 hours + 5 minutes at 218+1.4 degrees C (425 + 3 degrees F) shall conform to the following when tested by Federal Test Method Standard 141 Method 4252:
- White: Federal Color Chip No. 17875 (Fed. Std. No. 595)

7) Reflectance
The daylight luminous reflectance of the white material shall be not less than 75% when tested according to A.S.T.M. E1347.

8) Softening Point
After heating the thermoplastic material for 4 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F) and testing in accordance with ASTM D36, the material shall have a softening point 102 + 7.1 degrees C (215 + 15 degrees F).

9) Flowability
After heating the thermoplastic material for 4 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F) and testing for flowability, the white thermoplastic shall have a minimum percent residue of 18 percent. After heating the thermoplastic material for 8.5 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F) and testing for flowability, the thermoplastic shall have a maximum percent residue of 28 percent.

10) Indentation Resistance
Hardness shall be measured by a Shore Durometer, Type A2, as described in A.S.T.M. D-2240, except that the Durometer and the panel shall be at 25 degrees C (77 degrees F), and a 2 kg (4.4 lb.) load applied. After 15 seconds, the reading shall be not less than 55.

11) Abrasion Resistance
The material shall not show a maximum loss of 0.5 g (0.02 ounces) subjected to 200 revolutions on a Taber Abraser at 25 degrees C (77 degrees F), using H-22 calibrate wheels, weighted to 500 g (17.6 ounces). The wearing surface should be kept wet with distilled water throughout the test. The panel for this test shall be prepared by forming a representative lot of material at a thickness of 3 mm (125 mil) on a 100 mm (4") square panel (thickness 1.3 + 0.025 mm) [thickness 0.050 + 0.001 inch] on which a suitable primer has been previously applied.

12) Low Temperature Impact Resistance
The materials shall not fracture when subjected to an impact of 7.23 N-m at –20 degrees C (64 inch pounds at –4 degrees F), for at least 3 hours. The panel is then placed in an instrument also maintained at -20 degrees C (–4 degrees F), consisting of

a 4.7 kg (10.5 pound) freely falling weight controlled to drop vertically for 150 mm (6") onto the surface of the panel, which it strikes with a hemispherical indentor having a radius of 7 mm (0.28 inches).

13) Water Absorption
Materials shall have a maximum of 0.5 percent by weight of retained water when tested by ASTM designation D-570, “Water Absorption of Plastics”, procedure (A).

14) Yellowness Index
The white thermoplastic material shall not exceed a yellowness index of 0.15.

15) Flash Point
The thermoplastic material shall have a flash point not less than 475 degrees F when tested in accordance with ASTM D92.

16) Cracking Resistance
After heating the thermoplastic material for 4 hours + 5 minutes at 218 + 1.4 degrees C (425 + 3 degrees F); applying to concrete blocks, and cooling 7.1 + 1.4 degrees C (15 + 3 degrees F), the material shall show no cracks. Properly applied, the material shall show less than six stress cracks per three lineal meters (ten lineal feet) of markings independent of pavement fracturing and faulting, for at least six months.

d. Preformed Thermoplastic Pavement Markings
This specification is for the furnishing of retroreflective preformed thermoplastic pavement marking materials that can be adhered to asphalt or Portland cement concrete pavements by means of heat fusion. The applied markings shall be very durable, oil and grease impervious and provide immediate and continuing retroreflectivity.

1) Characteristics
The preformed marking material shall consist of a resilient white polymer thermoplastic with uniformly distributed glass spheres throughout its entire cross section. Preformed words and symbols shall conform to the applicable shapes and sizes as prescribed in the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways. The preformed markings shall be fusible to asphalt concrete and Portland cement concrete pavements by means of the normal heat of a propane type of torch. Adhesives, primers or sealers shall be used prior to the preformed marking application on Portland cement concrete pavements but shall not be required when applying to asphalt concrete pavements. The preformed markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics and be capable of fusing to itself and previously applied worn hydrocarbon and/or alkyd thermoplastic pavement

markings. The preformed markings shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic. The preformed markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations. The preformed thermoplastic markings shall not be brittle and must be sufficiently cohesive and flexible at temperatures exceeding 10 degrees C (50 degrees F) for one person to carry without the danger of fracturing the material prior to application.

2) Composition
The retroreflective pliant polymer thermoplastic pavement markings shall consist of a homogeneous mixture of high quality polymeric thermoplastic binders, pigments, fillers and glass spheres. The thermoplastic material must conform to AASHTO designation M249 with the exception of the relevant differences due to the material being supplied in a preformed state.

3) Glass Spheres
The markings shall contain 30% glass spheres which shall conform to AASHTO M247 Type 1, except that glass spheres shall have a minimum of 70% true spheres on each sieve and 80% true spheres overall. The glass spheres must be homogeneously blended throughout the material with a securely bonded protruding exposed layer of spheres that provide immediate and continuous retroreflectivity; no additional glass spheres shall be dropped on the material during application. Curved arrows must be available without protruding glass spheres if reversibility is needed.

4) Retroreflectivity
The preformed marking shall upon application exhibit uniform adequate nighttime retroreflectivity when tested in accordance to ASTM E1710-97. The applied material must have an initial minimum intensity reading of 375 millicandelas as measured with an LTL-2000 Retroreflectometer with a 1.05 degree observation angle, 88.76 degree entrance angle and 30 meter geometry (viewing distance).

5) Abrasion Resistance
Using a Taber Abraser with an H-18 wheel and a 125 g (4.4 ounce) load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of bead failure. No more than 15% of the beads shall be lost due to popout and the predominant mode of failure shall be "wear down" of the beads.

6) Color and Luminosity Characteristics

a) The thermoplastic material without glass spheres shall meet the following:
   - Daylight reflectance at 45-degree/ 0 degree of 80% minimum

b) The daylight reflectance shall not change significantly when the preformed thermoplastic is properly applied to the roadway surface. For highway use, the white markings shall contain a minimum of 8% by weight of Titanium Dioxide pigment to ensure a color similar to Federal Highway White, Color No. 17886 Standard 595.

7) Skid Resistance
   The surface of the preformed thermoplastic markings shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM: E303.
8) Thickness
   The width of the supplied material shall have a minimum average thickness of 2.3 mm (90 mils).
9) Flexibility
   The preformed thermoplastic marking material shall have flexibility at 10 degrees C (50 degrees F) such that no cracking occurs in the test sample when a 25 mm by 150 mm (1” by 6”) sample is bent through an arc of 90 degrees at a uniform rate in 10 seconds (9 seconds per degree) over a 25 mm (1”) mandrel. The sample must be conditioned prior to testing at 10 + 0.9 degrees C (50 + 2 degrees F) for a minimum of four hours. At least two specimens tested must meet the flexibility requirements at 10 degrees C (50 degrees F) for a passing result.
10) Environmental Resistance
    The applied markings shall be resistant to deterioration due to exposure to sunlight, water, oil, diesel fuels, gasoline, pavement oil content, salt and adverse weather conditions.
11) Effective Performance Life
    When properly applied, in accordance with the manufacturer’s instructions, the pavement markings shall be neat and durable. The markings shall remain retroreflective and show no fading, lifting, shrinkage, tearing, roll back or other signs of poor adhesion.

e. Cold Plastic Pavement Markings
   This specification covers a white pre-formed cold plastic reflectorized pavement marking material of a type that is applied only to a concrete road surface by an inlaid, pre-coated pressure sensitive adhesive that produces an adherent reflectorized stripe of specified thickness and width and is capable of resisting deformation.

1) Characteristics
The material shall be manufactured without the use of lead-chromate pigments or other, similar, lead-containing chemicals. Glass spheres shall be incorporated to provide immediate and continuing retroreflection. Ceramic skid particles shall be bonded to the top layer to provide a skid-resistant surface. Preformed word and symbol markings shall conform to the applicable shapes and sizes as outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways. The preformed markings shall be capable of being adhered to Portland cement concrete pavements by an inlaid, pre-coated pressure sensitive adhesive. A surface preparation adhesive may be used to precondition the inlay pavement surface. The preformed marking film shall mold itself to pavement contours by the action of traffic. Following proper inlay application and tamping, the markings shall be immediately ready for traffic.

2) Composition
The retroreflective pavement marking film shall consist of a mixture of high-quality polymeric materials, pigments and glass spheres distributed throughout its base cross-sectional area. A reflective layer of glass spheres and a layer of skid-resistant ceramic particles shall be bonded to the top urethane wearing surface. The urethane wear surface shall have a nominal thickness of 0.13 mm (0.005 inches). The film shall have a pre-coated, shear-resistant, pressure sensitive adhesive.

3) Color
a) The daytime color of the white film shall provide a minimum initial luminance factor, Y, of 80 and shall conform to the following chromaticity requirements:

X Values	Y Values
0.290	0.315
0.310	0.295
0.330	0.360
0.350	0.340

4) Reflectance
The white film shall have the following initial minimum reflectance values as measured in accordance with the testing procedures of ASTM D 4061. The photometric quantity to be measured shall be coefficient of retroreflected luminance (RL) and shall be expressed as millicandelas per square meter per lux (mcd-m-2-lux-1) (millicandelas per square foot per foot-candle (mcd-ft-2-fc-1)).

Entrance Angle	86.0º	86.0º	86.5º
Observation Angle	0.2º	0.5º	1.0º
Retroreflected Luminance RL (mcd-ft-2-fc-1)	700	500	400

5) Skid Resistance
   a) The surface of the retroreflective films shall provide an initial minimum skid resistance value of 55 BPN as measured by the British Portable Skid Tester in accordance with ASTM E303.
   b) The surface of the retroreflective film shall retain an average skid resistance value of 45 BPN, when tested in accordance with ASTM E303, for a period of one year when installed in non-snow removal areas. The 45 BPN minimum value shall be an average of several readings taken in both the wheel track and non-wheel track areas.
6) Tensile Strength and Elongation
   The film shall have a minimum tensile strength of 7.18 kilopascals (150 lbs. per square inch) of cross-section when measured in the direction of the length of the roll and tested in accordance to ASTM D638-76, except that a sample 150 mm x 25 mm (6” x 1”) shall be tested at a temperature between 21.1 degrees and 26.7 degrees C (70 degrees F and 80 degrees F) using a jaw speed of 10 to 12 inches per minute. The sample shall have a maximum elongation of 50% at break when tested by this method.
7) Reflectivity Retention
   The glass spheres must be strongly bonded and not be easily removed by traffic wear. Using a Taber Abraser with an H-18 wheel and a 125 g (4.4-ounce) load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of sphere failure. No more that 15% of the spheres shall be lost due to popout and the predominant mode of failure shall be “wear down” of the spheres.
8) Glass Spheres
   The size, quality and refractive index of the glass spheres shall be such that the performance requirements for the markings shall be met. The sphere adhesion shall be such that spheres are not easily removed when the material surface is scratched. The film shall have glass sphere retention qualities such that when a 50 mm x 150 mm (2” x 6”) sample is bent over a 12.7 mm (½”) diameter mandrel, with the 50 mm (2”) dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the spheres with entrapment by the binder of less than 40%.
9) Thickness
   The film, without adhesive, shall have a minimum thickness of 1.55mm (60 mil).

3. INSTALLATION PERFORMANCE MEASURES

To ensure total understanding of what is expected in the application of any permanent pavement marking material on new pavement surfaces in the City of Gardner, the following guidelines shall be followed. On streets receiving a thin surface treatment only, such as micro-surfacing or slurry seal, some of the performance measures may be waived by the inspector.

- Thermoplastic Installation
  All thermoplastic lines shall be of uniform thickness, with well-defined edges and squared off beginnings and endings of all lines. All thermoplastic lines will have minimal dribbles, runs and overlaps. In the event thermoplastic long lines must stop and then continue, the restart shall line up to within 13mm (½ inch) of the existing long line and maintain a totally straight line. Hand pushcarts shall be used when doing crosswalks and stop bars. When the crosswalk or stop bar cannot be laid continuous, the startup of the line shall be within 6mm (¼ inch) of the initial line. A maximum of two passes can be made in order to achieve the desired width of stop bars. When two passes are used, a maximum of 3mm (1/8”) gap shall be maintained between the two passes instead of a material overlap. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. Thermoplastic pavement marking materials shall not be applied when pavement temperatures are below 10 degrees C (50 degrees F), or when the surface of the pavement shall show evidence of moisture. Temperatures should be at least 10 degrees C (50 degrees F) and rising. Thermoplastic material will not properly adhere to pavement if moisture is present. Should rainfall occur within 24 hours prior to application, the surface moisture test (plastic wrap or roofing paper method as approved by the inspector) must be performed, and approval obtained from the Inspector.

SC-8 Mobilization

Mobilization is the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all office, buildings and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. This includes traffic signal pole and mast arm retrieval from the City of Gardner.

SC-9 Project Duration and Liquidated Damages

Per the Bid Form, there are 180 calendar days provided to complete the project. Included in that contract time frame are 10 days in which work may be disrupted by rain. Historical records indicate that 10 days is an average disruption for weather during this time frame.

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).

SC-10 <u>Existing Features</u>

Signs and decorative features shall be moved and set back and replaced in kind. The existing street lights removed with this project shall be delivered to the City of Gardner's maintenance facility at 329 S. Meadowbrook Circle, Gardner, KS 66030. Please contact Mike Gardner with the City of Gardner at 913-238-1609 to coordinate. Contractor shall remove equipment in a manner as to limit damage and return to City in acceptable condition.

SC-11 <u>Demolition</u>

All existing concrete curb and gutter, driveways or sidewalks to be removed shall be sawcut to neat lines or to the nearest joint as directed by the Engineer. Additional removal may be ordered by the Engineer. All waste material shall be disposed of on sites provided by the Contractor and approved by the Engineer. All materials shall be disposed of by the Contractor at his expense.

SC-12 <u>Work Area</u>

The Contractor shall cause to be staked prior to any construction activity all Right-of–Way and/or easements as necessary to establish that work is being performed in areas where the City has a right to have such work performed. These stakes shall be maintained or replaced as necessary until the City's acceptance of the project.

SC-13 CARS Sign

Contractor to install the County Assistance Road System Project (CARS) signs at the three locations indicated on the signal plans. These signs are to remain in place through all phases of the construction project. The sign shall be designed per the detail included in the approved plans to satisfy Johnson County Requirements.

SC-14 Radar Vehicular Detection

Radar stop bar and advanced detection shall be utilized for this project. Contractor to coordinate installing and implementing Wavetronix Smart Sensor system. Installation shall include all necessary equipment in order to provide a working radar detection system. Radar detection to be included in the lump sum bid of the Traffic Signal.

SC-15 Ground Rods

Two ground rods shall be placed at the cabinet base at a 6' minimum separation distance. Ground rods shall be included into the lump sum bid of the Traffic Signal.

SC-16 Emergency Vehicle Detection

Emergency vehicle detection shall be utilized for this project. Contractor to coordinate installing and implementing GTT Opticom system. Installation shall include all necessary equipment in order to provide working emergency vehicle detection system. Emergency vehicle detection to be included into the lump sum bid of the Traffic Signal.

SC-17 Street Lighting

All electrical equipment shall conform to the standards of the National Electric Manufacturers Association (NEMA). In addition to the requirement of these specifications, the plans and the lighting specifications, all material and work shall conform to the requirements of the National Electric Code (NEC), the Standards of the American Society for Testing Materials (ASTM), the American Standards Association (ASA), the Illuminating Engineering Society (IES) and all local ordinances.

Existing street light system to be intercepted as designated on plans. Contractor to provide LED type GE Evolved or approved equivalent per plans. All materials used in the fabrication or assembly of system shall

comply with the approved plans and Standard Details. All lighting equipment shall be new and shall be approved by the City Engineer.

Removal of the existing street light foundation shall be a minimum of twenty-four (24) inches below finished grade. The area shall be backfilled and restored per specifications.

Contractor to maintain operability of street light system. Street lighting components, including removal of existing, to be included into the lump sum bid of the Traffic Signal.

SC-18 Utility Coordination

The Contractor shall be responsible for coordinating with the appropriate utility for access to private fiber communications. The Contractor is responsible for all communications and coordination necessary to obtain access to system for installation of new equipment. Utility coordination associated with fiber communications shall be included into the lump sum bid of the Fiber Interconnect.

SC-19 Fiber Interconnect

The Contractor is responsible for installation of all necessary equipment in order to provide an operational fiber communications system. Installation shall include all conduit, pull boxes, wiring, connections, switches, distribution units and all other equipment to provide an operable system.

1) General Construction: All fiber optic components shall be constructed per the following specifications as directed by the City Engineer. All incidental parts which are not shown in the approved plans or in the Specifications and which are necessary to complete the fiber optic cable installation shall be furnished and installed as though such parts are shown in the approved plans. The fiber optic network shall be complete and in operation to the satisfaction of the City Engineer at the time of acceptance of the work.

2) Certification of Contractor Personnel: All fiber optic work shall be performed by a Contractor with proper design and installation qualifications on staff, which shall include at least one Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designer (RCDD) and an installation crew in which at least 10% of individuals contain BICSI Installer 2 (INSTF) certification. Before starting work, the Contractor shall provide the City Engineer with the names and certification credentials of the BICSI certified personnel assigned to perform fiber optic related work. If the BICSI certified designer(s) or installer(s) are dismissed from the project, all fiber optic installation work shall cease

until the names and photocopies of certification cards for replacement personnel are provided to the City Engineer.

3) Fiber Optic Related Products and Material List: Prior to commencing fiber optic installation, the Contractor shall submit a complete list of products and materials proposed for said installation for approval by the City Engineer prior to procurement of any materials. The Contractor shall annotate the documentation to reference where materials meet all applicable project specifications. Products shall abide by the specific requirements listed below and be approved for use by the City Engineer prior to construction.

4) Conduit: This section includes information regarding the pre-approved conduit types and installation methods for conduit with fiber optic cable.

   All conduit installed for the fiber optic system shall meet the minimum requirements set forth in City of Gardner Technical Specifications in addition to the requirements described below.

   All conduit installed with fiber optic cable shall include a locating cable and pull string. The locating cable shall be a #10 A.W.G. stranded use copper locating cable. Locating cable and pull string installed in conduit shall be considered subsidiary to conduit installation, and no direct payment will be made.

   Unless otherwise specified, standard conduit installed with fiber optic cable will be 2” or 3” in diameter. The color of standard conduit with fiber optic cable shall be black with orange stripe.

5) Installation and Testing: The following requirements are applicable for all conduit installation with fiber optic cable. In addition to the requirements listed below, conduit installation shall conform to the conduit installation and testing procedures recommended by the manufacturer for each product used on this project.

All conduit shall meet the installation requirements set forth in the Technical Specifications unless approved by the City Engineer. The Contractor may reroute proposed conduit and/or adjust proposed conduit depth to a minimum of 20 inches from grade when proposed conduit installation is near and/or in conflict with an existing underground utility line and as approved by the City Engineer. The minimum vertical clearance for a utility crossing shall be 24 inches. The conduit depth shall be adjusted only in the area of the conflict.

All newly installed conduit and all existing conduit used under this Contract shall be blown and/or rodded clean to the satisfaction of the City Engineer prior to the installation of any cable or wire in that conduit.

All areas disturbed by conduit installation (either by trenching or boring) shall be replaced to match existing conditions. This may include (but not limited to) the repair to sidewalk, roadway sections, or re-sodding of green

space. All sidewalk ramps disturbed during construction shall be replaced to meet City ramp requirements of the Technical Specifications and all applicable Standard Details. All repair work shall be approved by the City Engineer.

Existing utilities shown on the Plans are an approximate location only and are for the Contractor's information. The Contractor shall be fully responsible for any and all damage caused by the Contractor's failure to exactly locate and preserve all utilities Placement of conduit and pull boxes may be adjusted in the field to avoid obstructions but must be approved by the City Engineer prior to construction.

6) Installation of New and Existing Pull Boxes: All conduits shown in the Plans to be installed into new or existing pull boxes shall follow the specifications illustrated in the Standard Details and as described in the Technical Specifications.

   The Contractor shall maintain the existing pull box, provide general maintenance and cleaning out as required, and shall restore the surrounding area to a condition equivalent to that prior to when work began. The Contractor shall immediately notify the City Engineer if the Contractor determines that the existing pull box is unacceptable for reuse. If the existing pull box needs to be temporarily removed or otherwise disturbed for the new conduit installation, new gravel shall be installed in the base of the reinstalled existing pull box as required for new pull boxes as described in the Standard Details and in the Technical Specifications.

   The costs of all labor, materials, and equipment necessary to complete the installation of new conduit into existing pull boxes or foundations as required in this Technical Specification shall be included in the quantities shown in the Plans for fiber installation.

   The cost of payment, base, sub-base, restoration of sidewalk, driveway, and curb restoration shall be included in the quantities shown in the Plans for fiber installation.

7) Fiber Optic Cable: This section includes information regarding the pre-approved fiber optic cables in addition to general bidding, installation, and testing requirements.

   The Contractor shall furnish and install fiber optic cable as shown on the Plans and in accordance with the requirements specified herein. All fiber shall be shipped on reels of marked contiguous length. No splices shall be permitted within the fiber jacket.

   The following standards are applicable to this item and are hereby incorporated by reference:

Organization	Standard	Applicability

RUS	PE-90	Cable Construction
TIA/EIA	598-D	Color Coding
TIA/EIA	472D0000	OSP Fiber Optic Cable
TELCORDIA	GR-20, Issue 4	Core
TIA/EIA	526-7	Fiber Optic Cable Testing

Fiber optic cable shall be standard fiber.

Standard Fiber Optic Cable
Standard fiber shall include glass that meets or exceeds International Telecommunication Union (ITU) specification G.652D.

Standard fiber optic cables shall be single-mode, graded loose tube dielectric cable constructed with industry standard 3mm buffer tubes stranded around a central strength member. The buffer tubes shall be compatible with standard hardware, cable routing and fan-out kits. The cable core shall be filled with a water blocking material (either dry or gel-filled) to improve access and handling of individual tubes. The cables shall be designed for point-to-point applications as well as provide for mid-span access. The cable shall be single-mode, dispersion-unshifted fiber. The fiber shall be fully capable of handling existing and legacy single-mode applications which traditionally operate in the 1310 nm and 1550 nm regions. It shall also be designed to handle the new and emerging applications that utilize the "Extended" E-band, 1360 nm to 1460 nm. The fiber shall be designed to provide optimum performance from 1265 nm to 1625 nm intended for 16-channel Course Wavelength Division Multiplexing applications.

Standard fiber shall consist of 12, 24, 48, 96, 192, or 288 fibers as shown in the Plans, arranged in color-coded buffer tubes of 12 individually color-coded fibers. When less than six buffer tubes are required for the number of fibers, polyethylene filler rods shall be used to maintain cable integrity. Each buffer tube shall be filled with a water blocking material (either dry or gel-filled) for protection of the fibers from impact and moisture ingress. Aramid strength members shall be bundled with the buffer tubes and the filler rods and the jacket shall also contain a water blocking material (either dry or gel-filled) installed inside the cable jacket.

Standard fiber optic cables shall meet or exceed the following optical specifications:

Attenuation at 1310 nanometers	≤ 0.32 dB/km
Attenuation at 1550 nanometers	≤ 0.18 dB/km
Point Discontinuity	≤ 0.05 dB

Core Diameter	8.2 µm
Cladding Diameter	125.0 ± 0.7 µm
Core-clad Concentricity	≤ 0.5 µm
Coating Diameter	242 ± 5 µm
Numerical Aperture	0.14
Index of Refraction (1310 nm)	< 1.47
Index of Refraction (1550 nm)	< 1.47
Temperature Range (Operation and Storage)	-40 ºC to 70 ºC (-40 ºF to 158 ºF)
Temperature Range (Installation)	-15 ºC to 60 ºC (5 ºF to 140 ºF)
Maximum Tensile Strength (Short-term)	Per Manufacturer's Specification
Minimum Bend Radius (Operation)	15 times nominal cable O.D.
Minimum Bend Radius (Installation)	20 times nominal cable O.D.

Installation and Testing

All fiber shall be installed in underground conduit. Standard fiber shall be pulled in place either by hand or by an approved mechanical pulling machine. If a mechanical pulling machine is used, it must be equipped with a monitored or recording tension-meter. At no time shall the manufacturer's recommended maximum pulling tension be exceeded.

Where pulling through pull boxes, approved pulleys and sheaves shall be used or the excess cable must be coiled in a figure eight and fed by hand. If sheaves are to be used, the contractor shall provide the City Engineer with a drawing of the proposed layout showing that the cable will never be pulled through a radius less than the manufacturer's minimum bending radius.

Fiber optic cable shall be looped neatly in all pull boxes shown in the Plans. A minimum of 50 feet of coil shall be provided when passing through a pull box and 100 feet of coil shall be provided at each splice case (50 feet on each side of the splice case). This fiber is for future additions or repairs to the fiber network.

1. Fiber-Optic Cable Acceptance Testing Methods
   a. Visually inspect fiber-optic cable prior to installation. Report any defects to the City Engineer. All fiber connectors must be cleaned and checked for dirt, scratches or chips prior to installation and testing. All dust covers must be installed after testing is complete.
   b. The test equipment shall meet the requirements found in the TIA/EIA-568-D series of standards.

c. Prior to installation, all fiber optic cable shall be tested in a single direction with an Optical Time Domain Reflectometer (OTDR) at 1310 nm and 1550 nm to verify attenuation and continuity. If the cable fails to meet the requirements provided herein, the Contractor shall replace the entire reel at no additional cost.
d. Post installation, all terminated strands of fiber shall be tested bi-directionally, and non-terminated fibers shall be tested in a single direction with an OTDR at 1310 nm and 1550 nm to verify attenuation, continuity and splice loss of strands for the entire length of cable. In addition, an Optical Loss Test Set (OLTS) shall be used to test all terminated fiber. The contractor shall perform all tests in the presence of the City Engineer and provide the City Engineer with up to five copies of any software required for viewing electronic files of the OTDR traces. OLTS results shall be submitted in Excel format. Fiber test results submitted to the City Engineer that exceed the max attenuation loss specification will be identified as Out-of-Specification (OOS).
e. The fiber-optic cable is to have a maximum attenuation of 0.34 dB/km at 1310 nm and 0.20 dB/km at 1550 nm when measured with an OTDR. Fiber test results submitted to the City Engineer that exceed the max attenuation loss specification will be identified as OOS.
f. Each splice shall have an averaged loss value of 0.07 dB or less when measured bi-directionally with an OTDR at 1310 nm and 1550 nm. Fibers not meeting the 0.07 dB or less specification will be identified as OOS.
g. Each connector is to have an averaged loss value of 0.25 dB or less when measured bi-directionally with an OTDR at 1310 nm and 1550 nm. Connector test results submitted to the City Engineer that exceed the max loss of 0.25 dB specification will be identified as OOS.
h. All fiber optic cable and connector tests that are submitted to the City Engineer that are OOS are subject to penalties of $150.00 for each trace.
i. OTDR testing shall use a launch and receiving cables that are a minimum 1,000 meters or greater than the dead zone for the OTDR used for this test.
j. Contractor shall replace, as directed by the City Engineer, any defect discovered during final acceptance at no additional cost to the City of Gardner. Consider a defect to be any cable with an OTDR measured length that differs from the actual cable footage, excluding manufacturer's helicity.

k. All splicing and test equipment shall be factory certified within the last year. The Contractor shall provide copies of the certification ten days prior to testing.

l. Testing summary results shall be recorded by the Contractor and submitted to the City Engineer in PDF format through the meter manufacturer's software. No additional alteration using software from the Contractor beyond the meter manufacturer's software will be allowed. Completed test forms shall be supplied for each fiber. Contractor shall also provide native test (electronic version) with no alterations and meter software for viewing of fiber traces. At a minimum, test results shall show the following:
   - Cover Sheet with the words "Project Test Documentation", project name, project number, and the date of completion (month and year)
   - Cable and fiber identification (as approved by City Engineer)
   - Cable Location – begin and end point
   - End-to-end cable length in meters calculated from cable markings
   - Operator Name
   - Date and Time
   - Measurement direction
   - Setup and test parameters including wavelength, pulse width, range, refractory index, scale and ambient temperature.

m. Test results for OTDR test averaged for total fiber trace, splice loss/gain (dB), connector loss (dB), all events greater than 0.05 dB, and total length from OTDR.

n. When repairs and re-tests are performed, the reported problem(s) and the corrective action(s) taken shall be noted. Both the failed and passed test results shall be documented.

8) Patch Cable: This section includes information regarding patch cables in addition to general bidding, installation, and testing requirements. This item is paid for under fiber interconnect. The patch cables shall be impact-resistant single-mode duplex fiber cables.

   All patch cable fiber and connectors shall conform to the exact specifications included herein for fiber and connectors. Patch cables supplied at the traffic signal controller cabinets shall be one meter in length and shall be SC to LC or as specified on the Plans. Quantities for patch cables are detailed in the plans.

9) Splice Enclosures: This section includes information regarding splice enclosures. This item is paid for under fiber interconnect. Quantities for splice enclosure are detailed in the Plans. Splice enclosures shall have the following characteristics:

a. Supply environmental protection of cable and splices from water and dirt and that is designed to be submersed in water and installed underground outside plant use for splicing fiber-optic cables in handholes. Water-blocking techniques shall be used to ensure that the splice enclosure and cable entry locations do not leak when immersed in 19 feet of water for 30 days.
b. The splice closure shall be compatible with all sizes of fiber cables used on the project and large enough to accommodate the number of splices called for plus an additional 12 fibers (or an additional 10 percent, whichever is greater).
c. The closures shall be a dome type splice closure manufactured from a high-density polyethylene or approved equivalent nonmetallic material with the following properties:
    - Cable entry shall be manufactured of similar material to the dome body and shall seal the closure with re-usable compressed gel cable sealing components that accommodate a wide range of cable sizes.
    - Closures shall be re-enterable and re-sealable without the need for specialized tools or equipment or any additional parts.
    - No encapsulated materials shall be allowed.
    - Be provisioned for a minimum of six cable entries.
    - Hinging splicing trays that provide controlled access to splices and slack storage. Splice trays shall be labeled for content.
    - Splice and storage compartments accessible via a removable dome-clamp system.
    - The closure shall be sized to allow for the storage of all unopened buffer tubes.
    - Splice enclosures shall also be supplied with all hardware necessary to provide solid mounting to wall structures. The Contractor shall wall mount the splice enclosure at the request of the City Engineer.
d. The splice closure shall contain all splice trays, storage, splice sleeves, organizing materials, and any other incidental materials required to complete the splices at the locations shown in the plans.
e. After splicing is complete, the fiber-optic cable and closure shall be flash tested for leaks.

It shall be the responsibility of the Contractor to determine where underground splice enclosures are required for the termination of underground cable at the end of a cable reel. Underground splice enclosures for end-of-reel splicing shall not be spaced less than 20,000 feet unless otherwise approved by the City Engineer. The cost of the enclosure and all additional splicing used for this purpose shall be considered incidental to the installation of the fiber optic cable.

10) Fiber Distribution Unit (FDU): This section includes information regarding the fiber distribution units (FDU) in addition to general bidding, installation, and testing requirements. This item is paid for under fiber interconnect. Individual quantities are specified in the Plans.

    An FDU shall be used for either trunk fibers, branch fibers, or both at any time that a termination is made. The FDU to be installed in traffic signal cabinets shall be rack-mountable and shall be one rack unit (RU) in height and provide 12 SC connectors as noted in the Plans.

    If the Plans specify that the FDU is to be DIN rail mounted, a Single Panel Housing (SPH) shall be utilized. The SPH shall accommodate 12 SC connectors and be accompanied by the appropriate pigtail (see Section 9411 of the Technical Specifications).

    Sufficient bulkheads shall be installed for all individual strands of the fiber to be connected and space for additional bulkheads shall be provided. At all traffic signal cabinets, six spare bulkheads shall be provided. At node locations and building facilities 20% spare bulkheads shall be provided.

    If an existing FDU is in the traffic signal cabinet, then the Contractor shall remove the FDU and replace it with the updated unit. The Contractor is responsible for proper disposal of the FDU.

    The FDU to be installed at building facilities shall meet or exceed the specifications of the model illustrated in the City's Approved Products List. An FDU at building facilities shall allow for either wall mount or rack mounting (EIA 19-in. rack type) and provide SC connectors. The ultimate FDU location (including mounting type) and number of SC connectors shall be determined by the City Engineer. If a rack mountable FDU is required at a location and no usable cabinet space is available, the Contractor shall also provide an FDU cabinet at no additional cost. The FDU cabinet shall meet or exceed the specifications of the model illustrated in the City's Approved Products List.

11) Junction Boxes: Fiber optic junction boxes shall be as shown in the Standard Details and on the plans. The installation of fiber optic junction boxes shall be consistent with that which is described in the Technical Specifications and all applicable Standard Details.

12) Labeling: At all entries to pull boxes, traffic cabinets, splice enclosures and all other permanent facilities, the Contractor shall label fiber optic cables, splice enclosures (including splice trays), and FDU's with self-adhesive permanent polyester label with minimum 3/16" high characters. Labels shall be black print on white tape labels. Unless otherwise approved by the City Engineer, one of the following labeling products shall be used:

    - Dymo Rhino 18766
    - Brother TZ221
    - Panduit T038X000VPC-BK

Labels shall be machine-printed. Hand-lettered labels will not be considered as acceptable.

All fiber optic cables and connectors must be clearly labeled in accordance with EIA/TIA standards. Labels shall include “City of Gardner – Fiber Optic.”

Prior to installation of fiber optic cable, the contractor shall submit for the City Engineer’s approval a proposed labeling scheme to ensure consistent naming of cables and termination points throughout the project. After installation, each run of fiber optic cable shall be marked within one foot of each splice and/or termination with the location of the opposite end of the cable. The nomenclature shall be used on the OTDR sweep test results (described under “Installation and Testing” of Fiber Optic Cable of these Specifications). All fiber shall be labeled with the sequential length at a maximum of every three (3) feet. After installation, the distance markings at each end of each run and within each pull box shall be logged and provided to the City Engineer in a form acceptable to the City Engineer.

All fiber optic cable shall contain imprinted lettering displaying “City of Gardner – Fiber Optic” on the outside of the conduit/cable wall.

SC-20 Rectangular Rapid Flashing Beacon (RRFB) Assembly

The Contractor is responsible for installation and implementation of all necessary equipment in order to provide an operational RRFB system. Installation and implementation shall include all foundations, posts, signage, pushbuttons and equipment as well as programming to provide an operable system as required by the drawings, specifications and as listed below. The intent of the specification is to provide a complete, ready to install, solar powered Rectangular Rapid Flashing Beacon (RFFB) pedestrian crossing system. The system must be an ELTEC RRFB Pedestrian Crossing System S891412 or approved equal.

1. The purpose of this specification is to describe the minimum acceptable criteria for a solar powered pedestrian crossing using a RFFB. The system shall be designed to operate 24 hours per day, 7 days per week with the beacons flashing for up to 350 crossings per day. Dimming shall be allowed only during the evening or low ambient light conditions (FAA definition of nighttime). A twelve (12) month solar sizing report shall be submitted to support the system design. The minimum array to load ratio (ALR) shall be 1.2 or greater, battery autonomy shall be 10 days, and the loss of load probability (LOLP) shall be 0.0% throughout the year. The system shall consist of two poles with wireless communication between the poles for simultaneous activation of both poles when a pedestrian activates the RRFB from either pole.
    a. Cabinet
        1) The cabinet shall be manufactured of 0.125” sheet aluminum. Nominal cabinet dimensions shall be 22” H x 12.0” W x 8.0” D. The cabinet shall be a one (1)

compartment type. The cabinet shall have screen covered louvers on each side for ventilation. On the bottom of the cabinet there shall be two screened insect proof drain holes. The cabinet shall be weather resistant, providing a degree of protection from falling rain or sleet and shall be undamaged by the formation of ice on the enclosure.

2) The cabinet door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet. The hinge shall be an A730S, constructed with a 304 stainless steel hinge pin. The door shall incorporate a neoprene gasket which forms a snug weather tight seal when the door is closed. The door lock shall be a standard Police lock.
3) Each cabinet shall be equipped with a mounting bracket for 4.5” OD pole mounting. All necessary hardware for proper mounting shall be included.

b. Control Panel
   1) The solar panel, beacons and battery shall be connected to the control panel through a main wiring harness via a circular pin connector (CPC).
c. Solar Charge Controller
   1) The solar charge controller shall be fully automatic charger using four stages of charging for rapid, efficient and safe battery charging. Stage 1: Full Charge, with 100% of available solar energy. Stage 2: Pulse-Width Modulation (PWM) constant voltage regulation to prevent heating and excessive battery gassing. Stage 3: Float Charge, after battery is fully recharged, reduces to a float or trickle charge with transition dependent on battery history. Stage 4: Equalize Charge, a boost charge that depends on elapsed time and battery history. Flooded cells receive a vigorous equalization, sealed batteries a smaller boost to bring uneven cells into balance and extend battery life. Gel cells are not equalized.
d. Solar Charge Controller
e. Solid State DC Flasher
f. Countdown Timer
g. Wireless Communications
h. Solar Panel
i. Battery
j. RRFB Light Bar
k. Night Dimming
l. Pole and Base
m. Signage
n. Pedestrian Pushbutton
o. Warranty

MEASUREMENT AND PAYMENT

SC-1 GENERAL

SC-1.1 It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the Contract Documents that will be directly paid for at the price bid per unit of measure.

SC-1.2 All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted Bidder. Unit price payments will be based upon the measurement of installed items and lump sum shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the Contract Documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price pay item to which it pertains.

SC-1.3 Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.

SC-2 MOBILIZATION

SC-2.1 "Mobilization" shall be measured as a lump sum and shall include contractor profit and overhead, mobilization, access to site, connection to existing systems, utility coordination, removal of existing structures, asphalt, concrete, curb, pick up of signal components from the City, project staking, restoration, and misc. appurtenant items necessary for the construction of the improvements.

SC-2.2 Payment shall be made at the contract lump sum price bid as shown in the proposal for "Mobilization." Payment shall be full compensation for all appurtenant work including removal and disposal in accordance with Gardner technical specifications and as approved by the City Engineer.

SC-3 DEMOLITION AND REMOVALS

SC-3.1 "Demolition and Removals" shall be measured as a lump sum item for the removal of existing curb, sidewalk, sidewalk ramps, concrete pavement, pavement markings and signing, street lighting, and all other items necessary to provide a finished product as intended by the Contract Documents.

SC-3.2 Payment shall be made at the contract lump sum price bid as shown in the proposal for "Demolition and Removals." Payment shall be full compensation for all appurtenant work including removal and disposal in accordance with Gardner technical specifications and as approved by the City Engineer.

SC-4 TRAFFIC SIGNAL

SC-4.1 "Traffic Signal " shall be measured as lump sum for installing and programming a complete and operational traffic signal system, including traffic signal heads, mast arms and poles, pedestal poles, bases, vehicular detection system, emergency vehicle detection, pedestrian detection, wiring, street lighting and additional appurtenant items and related work necessary for the construction of the improvements to provide a finished product as intended by the Contract Documents.

SC-4.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Traffic Signal.” Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-5 FIBER INTERCONNECT

SC-5.1 "Fiber Interconnect" shall be measured as lump sum for installing and programming the communications system including the fiber optic cable, end equipment, conduit, pull boxes, and necessary technical equipment for the construction of the improvements to provide a finished product as intended by the Contract Documents.

SC-5.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Fiber Interconnect.” Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-6 PAVEMENT MARKING AND SIGNING

Pavement marking and signing shall be measured as a lump sum item for the removal of existing pavement markings and signage and installation of new pavement marking and signing as detailed on the approved plans. All pavement marking and signing shall conform to the Manual on Uniform Traffic Control Devices.

Pavement marking and signing will be paid as separate lump sum items for installation at the following two locations as detailed in the approved plans:

- Moonlight and Madison
- RRFB Assembly

Lump sum cost for RRFB Assembly should include all equipment required to provide fully operable system as designated on plans.

SC-7 TRAFFIC CONTROL

Traffic control shall be measured as a lump sum item for the furnishing and maintenance of all items necessary to provide traffic control. The Contractor shall furnish and maintain barricades, signs and lights as required to provide a detour route and for the safe and effective movement of through traffic around the work area. Additional barricades and signs shall be provided as directed by the City Engineer. All traffic control shall

conform to the Manual on Uniform Traffic Control Devices. Local traffic and access to private driveways shall be maintained at all times.

SC-8 CURB & GUTTER, COMBINED (TYPE B)

SC-8.1 " Curb & Gutter, Combined (Type B)" shall be measured by the lineal foot of acceptable curb and gutter in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-8.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Curb & Gutter, Combined (Type B)”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-9 SIDEWALK CONSTRUCTION (4")

SC-9.1 “Sidewalk Construction (4")” shall be measured by the square foot of acceptably installed sidewalk in place and shall include all required grading to return area to original or better condition and related work to provide a finished product as intended by the Contract Documents.

SC-9.2 Payment shall be made at the contract unit price bid as shown in the proposal for “Sidewalk Construction (4")”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-10 SIDEWALK RAMP WITH DETECTABLE WARNING SURFACE

SC-10.1 "Sidewalk Ramp with Detectable Warning Surface” shall be measured by the square foot of acceptably installed ramp in place and shall include all required grading to return area to original or better condition and related work to provide a finished product as intended by the Contract Documents.

SC-10.2 Payment shall be made at the contract unit price bid as shown in the proposal for “Sidewalk Ramp with Detectable Warning Surface”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-11 DETECTABLE WARNING SURFACE

SC-11.1 " Detectable Warning Surface" shall be measured by the square foot of acceptably installed detectable warning surface in place and shall include all required forming and coordination with the sidewalk ramps and related work to provide a finished product as intended by the Contract Documents.

SC-11.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Detectable Warning Surface.” Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-12 MEDIAN CURB & GUTTER (7”)

SC-12.1 " Median Curb & Gutter (7”)” shall be measured by the lineal foot of acceptable curb and gutter in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-12.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Median Curb & Gutter (7”)”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-13 RED COLORED STAMPED CONCRETE

SC-13.1 "Red Colored Stamped Concrete” shall be measured by the square yard of acceptable stamped concrete in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-13.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Red Colored Stamped Concrete”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-14 PEDESTRIAN MEDIAN REFUGE

SC-14.1 "Pedestrian Median Refuge” shall be measured by the square yard of acceptable pedestrian median refuge in place and shall include subgrade preparation, forming, reinforcing steel, pouring and backfilling.

SC-14.2 Payment shall be made at the contract unit price bid as shown in the Bid Form for “Pedestrian Median Refuge”. Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

SC-15 FORCE ACCOUNT

SC-15.1 The Force Account Item shall be used, at the discretion of the City Engineer, as a contingency for any unexpected issues.

SC-16 CARS Indemnification

SC-16.1 The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by

the terms of his/her agreement with the City.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 8

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing payment for easements for the Prairie Trace development waterline improvements

Strategic Priority: Infrastructure and Asset Management

Department: Utility Department – Water Division

Staff Recommendation:
Staff recommends authorizing payments totaling $22,650.00 for easements required to install the WaterOne waterline improvement required for the Prairie Trace development.

Background/Description of Item:
On October 7, 2019, City Council executed a Development Agreement with Grata Development (Day 3, LLC) in which the City would incur certain costs of Infrastructure improvements to the site such as electric, sanitary sewer and water improvements.

Part of these costs were to purchase the required easements for the WaterOne waterline extension improvements. On June 15th, 2020, SMH Consultants was hired to perform the appraisals and negotiations for the acquisition of the 5 tracts required for the WaterOne designed improvements.

The table below shows the appraised values provided by SMH Consultants for the two tracts that have settled outside of the Condemnation process to be compensated by the City of Gardner.

Tract	Owner	Type of Easement	Easement Area, Sq Ft	Offer Amount	Settlement Amount
1	RUPA, LLC	Permanent	55,439	$16,650.00	$16,650.00
5	Jeffrey Paul Jacobs and Joy Jacobs	Permanent	3,780	$1,900.00	$6,000.00

All required signatures have been acquired and each property owner has provided the appropriate W-9 for payments to be processed.

Financial Impact:
The payment will be funded temporarily from the Water Fund. The Water Fund will be reimbursed with debt proceeds when General Obligation Bonds are issued to finance the infrastructure improvements. Annual debt service will be paid from the Water Fund.

Attachments included:

a. RUPA, LLC Appraisal Report Excerpt
b. RUPA, LLC Easement Agreement
c. Jacobs Appraisal Report Excerpt
d. Jacobs Easement Agreement

Suggested Motion:
Authorize payments totaling $22,650.00 for permanent easements to install the WaterOne waterline improvements required for the Prairie Trace development.

Estimate of Just Compensation - Appraisal Report

RUPA, LLC Property - Tract 1
17589 Hedge Lane
Gardner, Johnson County, Kansas 66030

Report Date: October 26, 2020

FOR:

SMH Consultants
Mr. Ben Burton
2017 Vanesta Place, Suite 110
Manhattan, KS 66503

Client Number: 92965

Valbridge Property Advisors |
Shaner Appraisals, Inc.

10990 Quivira Road, Suite 100
Overland Park, Kansas 66210
(913) 451-1451 phone
(913) 529-4121 fax
valbridge.com

Valbridge File Number:
KS01-20-0280-01

10990 Quivira Road, Suite 100
Overland Park, Kansas 66210
(913) 451-1451 phone
(913) 529-4121 fax
valbridge.com

October 26, 2020

Derek Shaner, MAI
dshaner@valbridge.com

Mr. Ben Burton
SMH Consultants
2017 Vanesta Place, Suite 110
Manhattan, KS 66503

RE: Estimate of Just Compensation - Appraisal Report
RUPA, LLC Property - Tract 1
17589 Hedge Lane
Gardner, Johnson County, Kansas 66030

Dear Mr. Burton:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, is located on the SEC of 175th Street and Hedge Lane and is further identified as Johnson County Assessor's Parcel Number (APN) 9F231427-1001. The subject is a 154.60-acre or 6,734,375-square-foot tract, and will be impacted by acquisitions by WaterOne (175th Street for Prairie Trace).

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

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The client in this assignment is SMH Consultants and the intended users of this report are SMH Consultants and Water District No. 1 of Johnson County (Kansas), and no others. The intended use is to assist in the estimation of just compensation for the acquisition of easements by WaterOne for the installation of water lines along 175th Street from approximately S Monticello Drive to approximately Interstate 35. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- I assume that the proposed acquisitions will occur based on the plans referenced herein, which were provided to us by our client. If the plans or acquisition areas change, I may need to adjust our estimate of just compensation accordingly.

Hypothetical Conditions:

- There is a hypothetical condition that the proposed acquisition has occurred according to the plans provided to me for the after value scenario.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Loss of Value Summary								
Cost to Cure								
None							=	$0
Total Cost to Cure:								***$0***
ROW/Easements:				*% of Total*		*UnitValue*		
Permanent Utility Easement	55,439	SF	@	50%	or	$0.30	=	$16,632
Total ROW/Easements (Rounded)								***$16,632***
Damage to Remaining Property						*% Benefit*		
None	0	SF	@	$0.00		0.0%		$0
Total Damage to Remaining Property								***$0***
Total Itemized Damages and/or Cost to Cure (Rounded)								***$16,650***

Respectfully submitted,
Valbridge Property Advisors | Shaner Appraisals, Inc.

Derek Shaner, MAI
Director – Land Valuation
Kansas Certified General Appraiser # G-2526

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WaterOne
10747 Renner Boulevard
Lenexa, KS 66219-9624

175-223
MX-16022

GRANT OF A PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS that the **RUPA, LLC, a Kansas limited liability company,** the Grantor herein, for and in consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, and other good and valuable considerations, including the installation of a public water main, does by these presents grant and convey unto **WATER DISTRICT NO. 1 OF JOHNSON COUNTY (KANSAS),** a quasi-municipal corporation, the Grantee herein, its successors and assigns, a permanent easement for right-of-way, across, over, and under the following described land, to wit:

> **All of the North 120.00 feet of the Northwest 1/4 of Section 27, Township 14 South, Range 23 East, in Johnson County, Kansas, EXCEPT that part thereof in existing right-of-way.**

The rights reserved to Water District No. 1 of Johnson County (Kansas) as the Grantee herein, and hereinafter called the "DISTRICT" and the rights reserved to the Grantor are as follows, to wit:

> The DISTRICT, its successors and assigns, shall have the right to perpetually survey and test soil conditions; to excavate, fill, regrade, construct, rebuild, remove and relocate within said easement water distribution or transmission main or mains and all related equipment, together with the right of access to and from such easement for its employees, agents, contractors, vehicles, materials and equipment. The DISTRICT shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity by the DISTRICT it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling, with any fence or improved surface restored to its former condition, grass areas reseeded and any cul-

tivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises, and compensation paid for any damages caused to growing crops.

Except for the "zone of non-interference" as hereinafter defined, the rights of the DISTRICT shall be non-exclusive in the following respects:

The Grantor, its licensees, tenants, lienholders, other easement holders, and the successors and assigns of the Grantor, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation, final grade or other activities of the DISTRICT granted or authorized by the terms of this Grant, and further provided that no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except that non municipal improvements such as roads, drives, parking lots (subject to limitations set forth herein), drainage facilities, whether paved or otherwise surfaced curbs, walks, overhead utility wires, underground utility conduit, pipes and sewers which are non-conflicting and outside of the zone of non-interference, and fences crossing at approximately right angles may be constructed, maintained and utilized by the Grantor, its licensees, tenants, lienholders and other easement holders, and the successors and assigns of the Grantor. In the event of parking lot construction in the easement area, dedicated parking spaces or areas within five (5) feet horizontally from the water main as constructed are prohibited.

In the event future public right-of-way expands over the easement described herein and the public entity expanding the right-of-way declines to relocate DISTRICT facilities outside an area of public improvements such as extensive landscaping, paving, private streets and other extraordinary improvements, the DISTRICT shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by public entity, its licensees, tenants, other easement holders, or the successors and assigns of public entity.

The rights of the DISTRICT shall be exclusive within the "zone of non-interference" defined as that subterranean area immediately adjoining each of the DISTRICT'S mains of a pipe size of sixteen (16) inches and smaller comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom, and two (2) feet horizontally from both lateral sides of the pipe perimeter, as installed. For mains of pipe sizes larger than sixteen (16) inches, the "zone of non-interference" is defined as that subterranean area immediately adjoining each such main comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom and four (4) feet horizontally from both lateral sides of the pipe perimeter, as installed. In the case of multiple pipes within the same easement where the zones of non-interference are contiguous or overlap, the outer boundaries of such contiguous or overlapping zones comprise an

enlarged single zone. No excavations or installations of any kind shall be made by any utility or other excavator or installer within such zone of non-interference without the prior express written consent of the DISTRICT.

After completion of the initial construction of its water distribution or transmission main or mains, the DISTRICT, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through any road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, reseed grass areas and resod cultivated, established lawn, and shall pay to the owner or its tenants, compensation for any damage caused to growing crops. The DISTRICT may also require the owner of any other permitted future structure or conduit, whether located above or below the ground surface within the easement, to adjust, move, support or protect such structure or conduit to permit the DISTRICT to exercise its rights herein acquired, but free of expense to the DISTRICT.

All persons acquiring rights to any part of the above described real estate from and after the date of recording of this instrument shall take subject to the prior rights of the DISTRICT in designating easements for its distribution or transmission main or mains as certified by the subsequent recording of a legal description of the course and width of the easement. Conflicts in land use and improvements resulting from the DISTRICT'S exercise of its rights within any part of the Grantor's tract as above described shall be resolved in favor of the DISTRICT without any liability or expense on its part. Any required removal or relocation of improvements or activities by persons acquiring rights after the recording of this instrument in order to accommodate the DISTRICT in the exercise of its rights shall be done without delay, and the DISTRICT shall be indemnified and held harmless from all loss, damage or expense in the enforcement of its rights by such persons exercising subsequent rights resulting in conflicting activities or improvements.

TO HAVE AND TO HOLD, unto the said DISTRICT, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 14th day of December, 2020.

RUPA, LLC, a
Kansas limited liability company

By: Eashwer Reddy
Dr. Eashwer K. Reddy, Manager

STATE OF KANSAS)
COUNTY OF JOHNSON) ss:

BE IT REMEMBERED, that on this 14th day of December, 2020 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dr. Eashwer K. Reddy, who is personally known to me to be the manager of **RUPA, LLC**, a Kansas limited liability company, and personally known to me to be the same person who executed, as such MANAGER, the instrument on behalf of said limited liability company, and such person duly acknowledged the execution on the same to be the act and deed of said limited liability company.

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

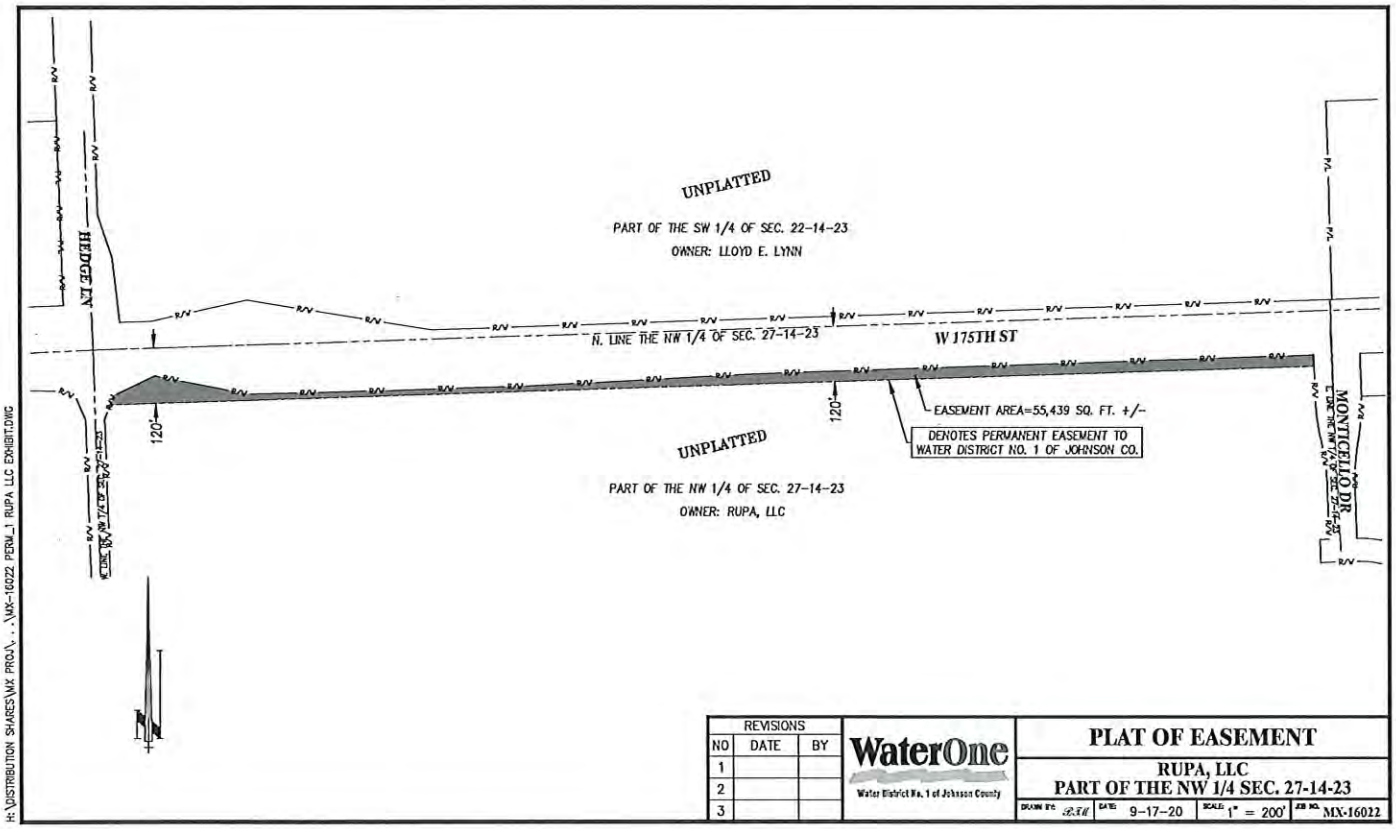
NOTARY PUBLIC SIGNATURE

Amy Clouse
PLEASE PRINT NAME

My appointment expires:

1-10-2023

AMY CLOUSE
Notary Public - State of Kansas
My Appt. Expires 1-10-2023



REVISIONS		
NO	DATE	BY
1		
2		
3		

WaterOne
Water District No. 1 of Johnson County

PLAT OF EASEMENT

RUPA, LLC
PART OF THE NW 1/4 SEC. 27-14-23

DRAWN BY: RJW | DATE: 9-17-20 | SCALE: 1" = 200' | JOB NO. MX-16022

H:\DISTRIBUTION SHARES\WX PROJ\...\MX-16022 PERM_1 RUPA LLC EXHIBIT.DWG

Estimate of Just Compensation - Appraisal Report

Jeffrey Paul Jacobs and Joy Jacobs - Tract 5
17450 CLARE RD
Gardner, Johnson County, Kansas 66030

Report Date: October 26, 2020

FOR:

SMH Consultants
Mr. Ben Burton
2017 Vanesta Place, Suite 110
Manhattan, KS 66503

Client Number: 92965

Valbridge Property Advisors | Shaner Appraisals, Inc.

10990 Quivira Road, Suite 100
Overland Park, Kansas 66210
(913) 451-1451 phone
(913) 529-4121 fax
valbridge.com

Valbridge File Number:
KS01-20-0280-05

10990 Quivira Road, Suite 100
Overland Park, Kansas 66210
(913) 451-1451 phone
(913) 529-4121 fax
valbridge.com

October 26, 2020

Derek Shaner, MAI
dshaner@valbridge.com

Mr. Ben Burton
SMH Consultants
2017 Vanesta Place, Suite 110
Manhattan, KS 66503

RE: Estimate of Just Compensation - Appraisal Report
Jeffrey Paul Jacobs and Joy Jacobs - Tract 5
17450 CLARE RD
Gardner, Johnson County, Kansas 66030

Dear Mr. Burton:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, is located on the NWC of 175th Street and Clare Road and is further identified as Johnson County Assessor's Parcel Number (APN) CF231420-4007. The subject is a 56.61-acre or 2,465,932-square-foot tract, and will be impacted by acquisitions by WaterOne (175th Street for Prairie Trace).

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

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The client in this assignment is SMH Consultants, and the intended users of this report are SMH Consultants and Water District No. 1 of Johnson County (Kansas), and no others. The intended use is to assist in the estimation of just compensation for the acquisition of easements by WaterOne for the installation of water lines along 175th Street from approximately S Monticello Drive to approximately Interstate 35. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- I assume that the proposed acquisitions will occur based on the plans referenced herein, which were provided to us by our client. If the plans or acquisition areas change, I may need to adjust our estimate of just compensation accordingly.

Hypothetical Conditions:

- There is a hypothetical condition that the proposed acquisition has occurred according to the plans provided to me for the after value scenario.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Loss of Value Summary								
Cost to Cure								
None							=	$0
Total Cost to Cure:								***$0***
ROW/Easements:				*% of Total*		*UnitValue*		
Permanent Utility Easement	3,780	SF	@	50%	or	$0.50	=	$1,890
Total ROW/Easements (Rounded)								***$1,890***
Damage to Remaining Property						*% Benefit*		
None	0	SF	@	$0.00		0.0%		$0
Total Damage to Remaining Property								***$0***
Total Itemized Damages and/or Cost to Cure (Rounded)								***$1,900***

Respectfully submitted,
Valbridge Property Advisors | Shaner Appraisals, Inc.

Derek Shaner, MAI
Director – Land Valuation
Kansas Certified General Appraiser # G-2526

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WaterOne
10747 Renner Boulevard
Lenexa, KS 66219-9624

JO CO KS BK:202102 PG:003505
20210209-0003505
Electronic Recording 2/9/2021
Pages: 6 F: $106.00 10:04 AM
Register of Deeds T20210010883

173-247
MX-16022

GRANT OF A PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS that **Jeffrey Paul Jacobs as Trustee of the Jeffrey Paul Jacobs Trust dated August 29, 2002,** and **Joy L. Jacobs**, the Grantors herein, for and in consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, and other good and valuable considerations, including the installation of a public water main, do by these presents grant and convey unto **WATER DISTRICT NO. 1 OF JOHNSON COUNTY (KANSAS),** a quasi-municipal corporation, the Grantee herein, its successors and assigns, a permanent easement for right-of-way, across, over, and under the following described land, to wit:

All of the South 200.00 feet of the East 120.00 feet of the Southeast 1/4 of Section 20, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, EXCEPT that part thereof in street and road right-of-way.

The rights reserved to Water District No. 1 of Johnson County (Kansas) as the Grantee herein, and hereinafter called the "DISTRICT" and the rights reserved to the Grantors are as follows, to wit:

The DISTRICT, its successors and assigns, shall have the right to perpetually survey and test soil conditions; to excavate, fill, regrade, construct, rebuild, remove and relocate within said easement water distribution or transmission main or mains and all related equipment, together with the right of access to and from such easement for its employees, agents, contractors, vehicles, materials and equipment. The DISTRICT shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity

by the DISTRICT it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling, with any fence or improved surface restored to its former condition, grass areas reseeded and any cultivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises, and compensation paid for any damages caused to growing crops.

Except for the "zone of non-interference" as hereinafter defined, the rights of the DISTRICT shall be non-exclusive in the following respects:

The Grantor, its licensees, tenants, lienholders, other easement holders, and the successors and assigns of the Grantor, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation, final grade or other activities of the DISTRICT granted or authorized by the terms of this Grant, and further provided that no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except that non municipal improvements such as roads, drives, parking lots (subject to limitations set forth herein), drainage facilities, whether paved or otherwise surfaced curbs, walks, overhead utility wires, underground utility conduit, pipes and sewers which are non-conflicting and outside of the zone of non-interference, and fences crossing at approximately right angles may be constructed, maintained and utilized by the Grantor, its licensees, tenants, lienholders and other easement holders, and the successors and assigns of the Grantor. In the event of parking lot construction in the easement area, dedicated parking spaces or areas within five (5) feet horizontally from the water main as constructed are prohibited.

In the event future public right-of-way expands over the easement described herein and the public entity expanding the right-of-way declines to relocate DISTRICT facilities outside an area of public improvements such as extensive landscaping, paving, private streets and other extraordinary improvements, the DISTRICT shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by public entity, its licensees, tenants, other easement holders, or the successors and assigns of public entity.

The rights of the DISTRICT shall be exclusive within the "zone of non-interference" defined as that subterranean area immediately adjoining each of the DISTRICT'S mains of a pipe size of sixteen (16) inches and smaller comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom, and

two (2) feet horizontally from both lateral sides of the pipe perimeter, as installed. For mains of pipe sizes larger than sixteen (16) inches, the "zone of non-interference" is defined as that subterranean area immediately adjoin-ing each such main comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom and four (4) feet horizontally from both lateral sides of the pipe perimeter, as installed. In the case of multiple pipes within the same easement where the zones of non-interference are contiguous or overlap, the outer boundaries of such contiguous or overlapping zones comprise an enlarged single zone. No excavations or installations of any kind shall be made by any utility or other excavator or installer within such zone of non-interference without the prior express written consent of the DISTRICT.

After completion of the initial construction of its water distribution or transmission main or mains, the DISTRICT, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through any road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, reseed grass areas and resod cultivated, established lawn, and shall pay to the owner or its tenants, compensation for any damage caused to growing crops. The DISTRICT may also require the owner of any other permitted future structure or conduit, whether located above or below the ground surface within the easement, to adjust, move, support or protect such structure or conduit to permit the DISTRICT to exercise its rights herein acquired, but free of expense to the DISTRICT.

All persons acquiring rights to any part of the above described real estate from and after the date of recording of this instrument shall take subject to the prior rights of the DISTRICT in designating easements for its distribution or transmission main or mains as certified by the subsequent recording of a legal description of the course and width of the easement. Conflicts in land use and improvements resulting from the DISTRICT'S exercise of its rights within any part of the Grantor's tract as above described shall be resolved in favor of the DISTRICT without any liability or expense on its part. Any required removal or relocation of improvements or activities by persons acquiring rights after the recording of this instrument in order to accommodate the DISTRICT in the exercise of its rights shall be done without delay, and the DISTRICT shall be indemnified and held harmless from all loss, damage or expense in the enforcement of its rights by such persons exercising subsequent rights resulting in conflicting activities or improvements.

TO HAVE AND TO HOLD, unto the said DISTRICT, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 26 day of January, 2021.

By: _____
Jeffrey Paul Jacobs
as Trustee of the **Jeffrey Paul Jacobs Trust**
Dated August 29, 2002

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 26 day of JANUARY, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jeffrey Paul Jacobs as Trustee of the **Jeffrey Paul Jacobs Trust dated August 29, 2002**, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

SUSAN MULHALL-SMITH
Notary Public
State of Kansas
My Commission Expires 9-30-23

_____
NOTARY PUBLIC SIGNATURE

SUSAN MULHALL-SMITH
PLEASE PRINT NAME

My appointment expires:
9-30-2023

TO HAVE AND TO HOLD, unto the said DISTRICT, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 25 day of JANUARY, 20 21.

By:

Joy L. Jacobs

Joy L. Jacobs

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 25 day of JANUARY, 20 21, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joy L. Jacobs, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

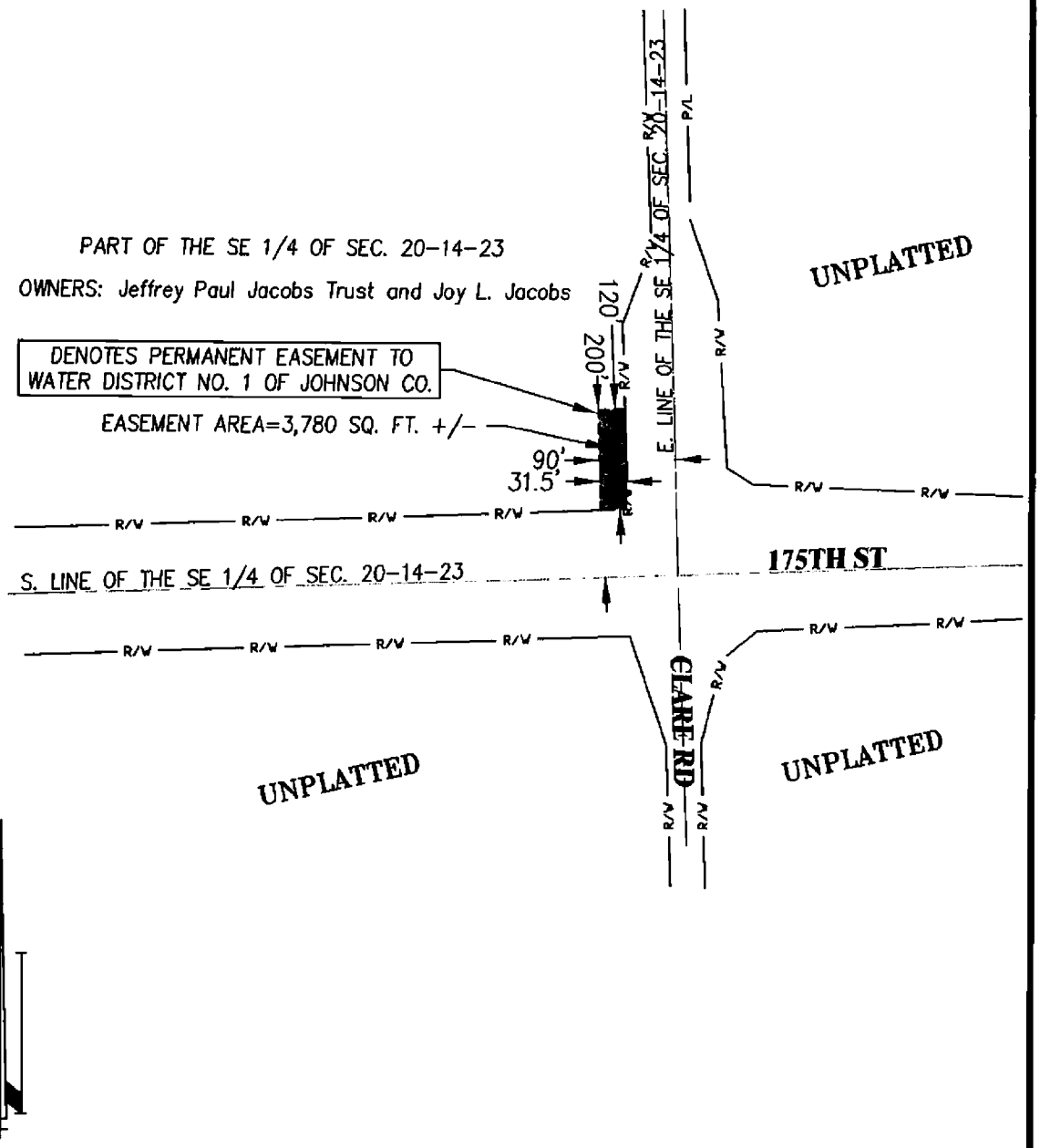
SUSAN MULHALL-SMITH
Notary Public
State of Kansas
My Commission Expires 9-30-23

NOTARY PUBLIC SIGNATURE

SUSAN MULHALL-SMITH
PLEASE PRINT NAME

My appointment expires:

9-30-2023



H:\DISTRIBUTION SHARES\MX PROJ\...\MX-16022 PERM_4 JACOBS EXHIBIT.DWG

WaterOne

Water District No. 1 of Johnson County

PLAT OF EASEMENT

PART OF THE SE 1/4 SEC. 20-14-23

DRAWN BY:	DATE:	SCALE:	JOB NO.
	9-17-20	1" = 200'	MX-20021

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 9

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider accepting court-ordered compensations and appraisal fees and authorizing payment for easement acquired through Eminent Domain as required to install waterline improvements for the Prairie Trace development

Strategic Priority: Infrastructure and Asset Management

Department: Utility Department – Water Division

Staff Recommendation:
Staff recommends accepting the court-ordered compensations and appraisal fees and authorizing payment for easements acquired through Eminent Domain in the amount of $172,606.75, as required to intall waterline improvements for the Prairie Trace development.

Background/Description of Item:
On October 7, 2019, City Council executed a Development Agreement with Grata Development (Day 3, LLC) in which the City would incur certain costs of Infrastructure improvements to the site such as electric, sanitary sewer and water improvements.

The agreement stated the City shall incorporate the project site into its municipal water service area and, if not successful in this effort, water service to the site shall be provided by WaterOne. City staff has worked with WaterOne to develop construction plans, perform land acquisition and worked on an Inter-Governmental Agreement for the proposed waterline extension. The Eminent Domain Petition and court process was finalized on Wednesday, April 7, 2021. The compensations and damages to the interested parties are as follows:

Tracts & Property Owner's	Court Ordered Compensation
Tract 2: Murphy Trust	$4,300.00
Tract 3: Hedge 175	$60,900.00
Tract 4: MaeGardner	$90,600.00
WaterOne Legal Fees	$7806.75
Appraisal Fees	$9,000.00
Total	**$172,606.75**

Financial Impact:
The payment will be funded temporarily from the Water Fund. The Water Fund will be reimbursed with debt proceeds when General Obligation Bonds are issued to finance the infrastructure improvements. Annual debt service will be paid from the Water Fund.

Attachments included:

a. Johnson County Civil Court Appraisal Report
b. Statement of Appraisers Fees and Expenses
c. Summary of Appraisers' Award
d. WaterOne Invoice

Suggested Motion:
Accept the District Court of Johnson County Civil Court ordered compensations and appraisal fees and authorize payment for easements acquired through Eminent Domain as required to install waterline improvements for the Prairie Trace development in the amount of $172,606.75

Action Involves Title to Real Property
Pursuant to KSA 26-501, et seq.

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

WATER DISTRICT NO. 1
OF JOHNSON COUNTY, KANSAS,

Plaintiff,

vs.

Case No: 2021-CV-00600
Division No.: 7

Robert S. Murphy Revocable Trust,
Dated July 28, 2005; and
Hedge 175 Associates, LLC; and
Security Bank of Kansas City; and
MaeGardner LLC; and
Fortress Credit Corp.; and
Thomas G. Franzen, in his capacity as
Treasurer of Johnson County, Kansas; and
the unknown heirs, executors, administrators,
devisees, trustees, creditors, spouses, guardians,
conservators, successors and assigns of all
such defendants as were or are now serving
in any similar fiduciary capacity; any unknown
persons claiming an interest in or in possession of
the property described herein.

Defendants.

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, as more fully described in the Plaintiff's Eminent Domain Petition, and to determine just compensation and damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On March 12, 2021 we caused Notice of our hearing to be mailed to the Plaintiff and all Defendant parties named in the Petition whose addresses were known to us after diligent inquiry, and on March 16, 2021 caused such Notice to be published in The Legal Record, a newspaper of general circulation in Johnson County, Kansas. On March 31, 2021 at 1:30 p.m. at the Doubletree Hotel Conference Center, 10100 College Blvd, Overland Park, Kansas, the date, time and place stated in such Notice, we began our appraisal and assessment of damages by commencing a public hearing and hearing oral testimony and receiving written and other

evidence concerning our appraisal and assessment of damages from the Plaintiff and such of the Defendants as were present and desired to be heard.

For the purposes of this Report and this action, the term **"Permanent Water Main Easement"** shall mean the following:

> "Subject to existing easements of record, the permanent and perpetual right for Plaintiff, its agents, employees, contactors, successors and assigns to survey and test soil conditions; to excavate, fill, regrade, construct, rebuild, remove and relocate within said easement water distribution and/or transmission mains and all related equipment and appurtenances, together with the right of access to and from such easement from the abutting road rights of way and across abutting property lines for its employees, agents, contractors, vehicles, materials and equipment. The Plaintiff shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity by the Plaintiff it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling, with any fence or improved surface restored to its former condition, grass areas reseeded and any cultivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises, and compensation paid for any damages caused to growing crops.
>
> "Except for the "zone of non-interference" as hereinafter defined, the rights of the Plaintiff shall be non-exclusive in the following respects:
>
>> Defendants, their licensees, tenants, lienholders, other easement holders, and successors and assigns, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation, final grade or other activities of the Plaintiff as authorized herein, and further provided that no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except that non-municipal improvements such as roads, drives, parking lots (subject to limitations set forth herein), drainage facilities, whether paved or otherwise surfaced curbs, walks, overhead utility wires, underground utility conduit, pipes and sewers which are non-conflicting and outside of the zone of non-interference, and fences crossing at approximately right angles may be constructed, maintained and utilized by the Defendants, their licensees, tenants, lienholders and other easement holders, and the successors and assigns. In the event of parking lot construction in the easement area, dedicated parking spaces or areas within five (5) feet horizontally from the water main as constructed are prohibited.
>
> "In the event future public right-of-way expands over the easement described herein and the public entity expanding the right-of-way declines to relocate Plaintiff's facilities outside an area of public improvements such as extensive landscaping, paving, private streets and other extraordinary improvements, the Plaintiff shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by public entity, its licensees, tenants, other easement holders, or the successors and assigns of public entity.

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

"The rights of the Plaintiff shall be exclusive within the "zone of non-interference" defined as that subterranean area immediately adjoining each of the Plaintiff's mains of a pipe size of sixteen (16) inches and smaller comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom, and two (2) feet horizontally from both lateral sides of the pipe perimeter, as installed. For mains of pipe sizes larger than sixteen (16) inches, the "zone of non-interference" is defined as that subterranean area immediately adjoining each such main comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom and four (4) feet horizontally from both lateral sides of the pipe perimeter, as installed. In the case of multiple pipes within the same easement where the zones of non-interference are contiguous or overlap, the outer boundaries of such contiguous or overlapping zones comprise an enlarged single zone. No excavations or installations of any kind shall be made by any utility or other excavator or installer within such zone of non-interference without the prior express written consent of the Plaintiff.

"After completion of the initial construction of its water distribution or transmission main or mains, Plaintiff, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through any road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, reseed grass areas and resod cultivated, established lawn, and shall pay to the owner or its tenants, compensation for any damage caused to growing crops. The Plaintiff may also require the owner of any other permitted future structure or conduit, whether located above or below the ground surface within the easement, to adjust, move, support or protect such structure or conduit to permit Plaintiff to exercise its rights herein acquired, but free of expense to Plaintiff."

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court, we have appraised the lands and/or interests and/or rights therein sought by the Plaintiff and described in the Eminent Domain Petition and have determined just compensation and damages to the interested parties resulting from the takings are as follows:

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

Action Involves Title to Real Property

Tract No. 2

FEE SIMPLE OWNER:
Robert S. Murphy Revocable Trust, dated July 28th, 2005

LIENHOLDERS AND OTHER INTERESTED PARTIES:

Thomas G. Franzen, in his capacity as the Johnson County, Kansas Treasurer.
Address: 111 S. Cherry, Suite 1500, Olathe, Kansas 66061

Real Property Rights and Legal Description of Real Property to be Acquired:

A Permanent Water Main Easement over, across, upon and under the surface of:

All of the South 120.00 feet of the West 170.00 feet of the Southwest 1/4 of Section 22, Township 14 South, Range 23 East, in Johnson County, Kansas, EXCEPT that part thereof in street and road right-of-way, containing 6,759 square feet, more or less, and as is depicted on Exhibit Tract No.2 attached hereto.

The Fair Market Value of the above-described real property and improvements thereon, if any, immediately before the taking of the above-described Easements was: $ 6,269,500

The Value of the above-described real property and improvements thereon, if any, immediately after and subject to the above-described Easements is: $ 6,265,200

The difference between the Fair Market Value of the above-described real property and improvements thereon, if any, immediately before the taking of the above-described Easements, and the Value of the above-described real property and improvements thereon, if any, immediately after and subject to the above-described Easements is: $ 4,300

which is the amount of our just compensation award.

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

Action Involves Title to Real Property

Tract No. 3

FEE SIMPLE OWNER:

Hedge 175 Associates, LLC
Address: 700 W. 47th Street, Suite 200, Kansas City Missouri 64112
Copy to: Block RA, Inc. (Registered Agent) 10411 W 84th Terrace, Lenexa, KS 66214
Copy to: Curtis Holland, Attorney at Law, Polsinelli, 900 W. 48th Place, Suite 900, Kansas City, Missouri 64112

LIENHOLDERS AND OTHER INTERESTED PARTIES:

Security Bank of Kansas City, as successor to The Mission Bank
Address: 701 Minnesota Avenue, Kansas City, Kansas 66101
by Mortgage and Assignment Rents recorded in the Office of the Register of Deeds of Johnson County, Kansas on February 20, 2009 as Document Nos. 20090220-0006868 and 20090220-0006869; and Modification to Mortgage recorded December 31, 2015 as Document No. 20151231-0009412; and by the UCC Financing Statement recorded February 20, 2009 as Document No. 20090220-0006870, with Amendment recorded June 14, 2018 as Document No. 20180614-0005120, and Continuation recorded August 28, 2018 as Document No. 20180828-0009156.

Thomas G. Franzen, in his capacity as the Johnson County, Kansas Treasurer.
Address: 111 S. Cherry, Suite 1500, Olathe, Kansas 66061

Real Property Rights and Legal Description of Real Property to be Acquired:

A Permanent Water Main Easement over, across, upon and under the surface of:

All of the North 20.00 feet of the South 120.00 feet of the Southeast 1/4 of Section 21 Township 14 South, Range 23 East, in Johnson County, Kansas, EXCEPT that part thereof in existing right-of-way, containing 52,689 square feet more or less, and as is depicted on Exhibit Tract No. 3 attached hereto.

The Fair Market Value of the above-described real property and improvements thereon, if any, immediately before the taking of the above-described Easements was: $ 16,030,000-

The Value of the above-described real property and improvements thereon, if any, immediately after and subject to the above-described Easements is: $ 15,969,100-

The difference between the Fair Market Value of the above-described real property and improvements thereon, if any, immediately before the taking of the above-described Easements, and the Value of the above-described real property and improvements thereon, if any, immediately after and subject to the above-described Easements is: $ 60,900-

which is the amount of our just compensation award.

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

Tract No. 4

FEE SIMPLE OWNERS:

MaeGardner LLC
Address: c/o Mark Siffin, 280 E. 96th Street, Suite 210, Indianapolis, IN 46240
Copy to: John Peterson and Brendan McPherson, Attorneys at Law, Polsinelli, PC, 900 W. 48th Place, Suite 900, Kansas City, Missouri 64112

LIENHOLDERS AND OTHER INTERESTED PARTIES:

Fortress Credit Corp.
Address: 1345 Avenue of the Americas, 46th Floor, New York, New York 10105
by Mortgage, Assignment of Leases, and Rents and Security Agreement recorded in the Office of the Register of Deeds of Johnson County, Kansas on August 27, 2013 as Document Nos. 20130827-0010547 and 20130827-0010548; and by the UCC Financing Statement recorded September 23, 2013 as Document No. 20130823-0009456, with Continuation recorded August 3, 2018 as Document No. 20180803-0001378.

Thomas G. Franzen, in his capacity as the Johnson County, Kansas Treasurer.
Address: 111 S. Cherry, Suite 1500, Olathe, Kansas 66061

Real Property Rights and Legal Description of Real Property to be Acquired:

A Permanent Water Main Easement over, across, upon and under the surface of:
All of the South 120.00 feet of the Southwest 1/4 of Section 21, Township 14 South, Range 23 East, in Johnson County, Kansas, EXCEPT that part thereof in existing street and road right-of-way, containing 135,811 square feet, more or less, and as is depicted on Exhibit Tract No. 4 attached hereto.

The Fair Market Value of the above-described real property and improvements thereon, if any, immediately before the taking of the above-described Easements was: $ 5,503,300

The Value of the above-described real property and improvements thereon, if any, immediately after and subject to the above-described Easements is: $ 5,412,700

The difference between the Fair Market Value of the above-described real property and improvements thereon, if any, immediately before the taking of the above-described Easements, and the Value of the above-described real property and improvements thereon, if any, immediately after and subject to the above-described Easements is: $ 90,600

which is the amount of our just compensation award.

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

Action Involves Title to Real Property

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 5TH day of APRIL, 2021.

COURT-APPOINTED APPRAISERS:

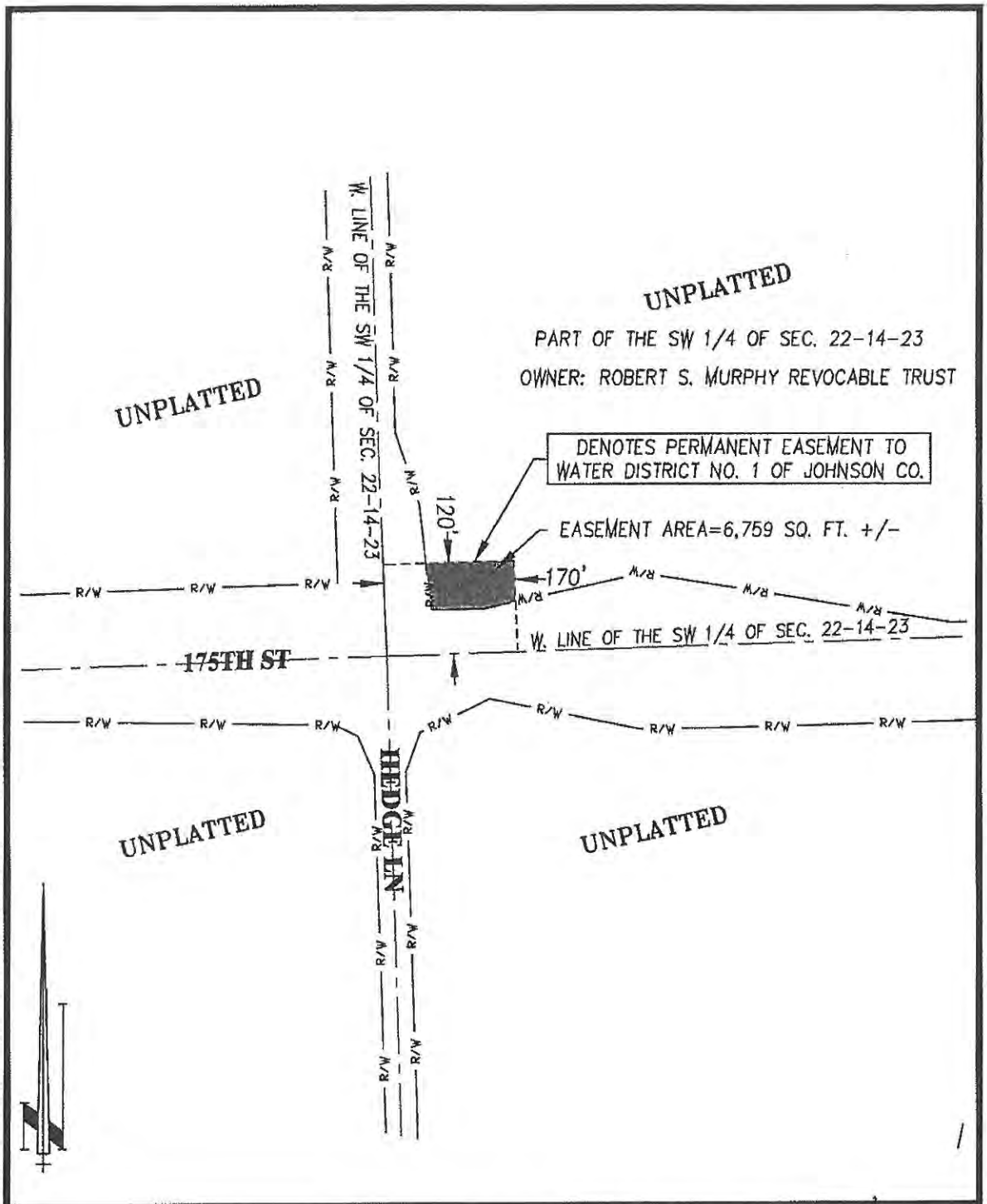
Gerald Elliott
Judge of the District Court (Retired)

Reginald Cordry

Larry Witt

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

Exhibit Tract No. 2



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WaterOne
Water District No. 1 of Johnson County

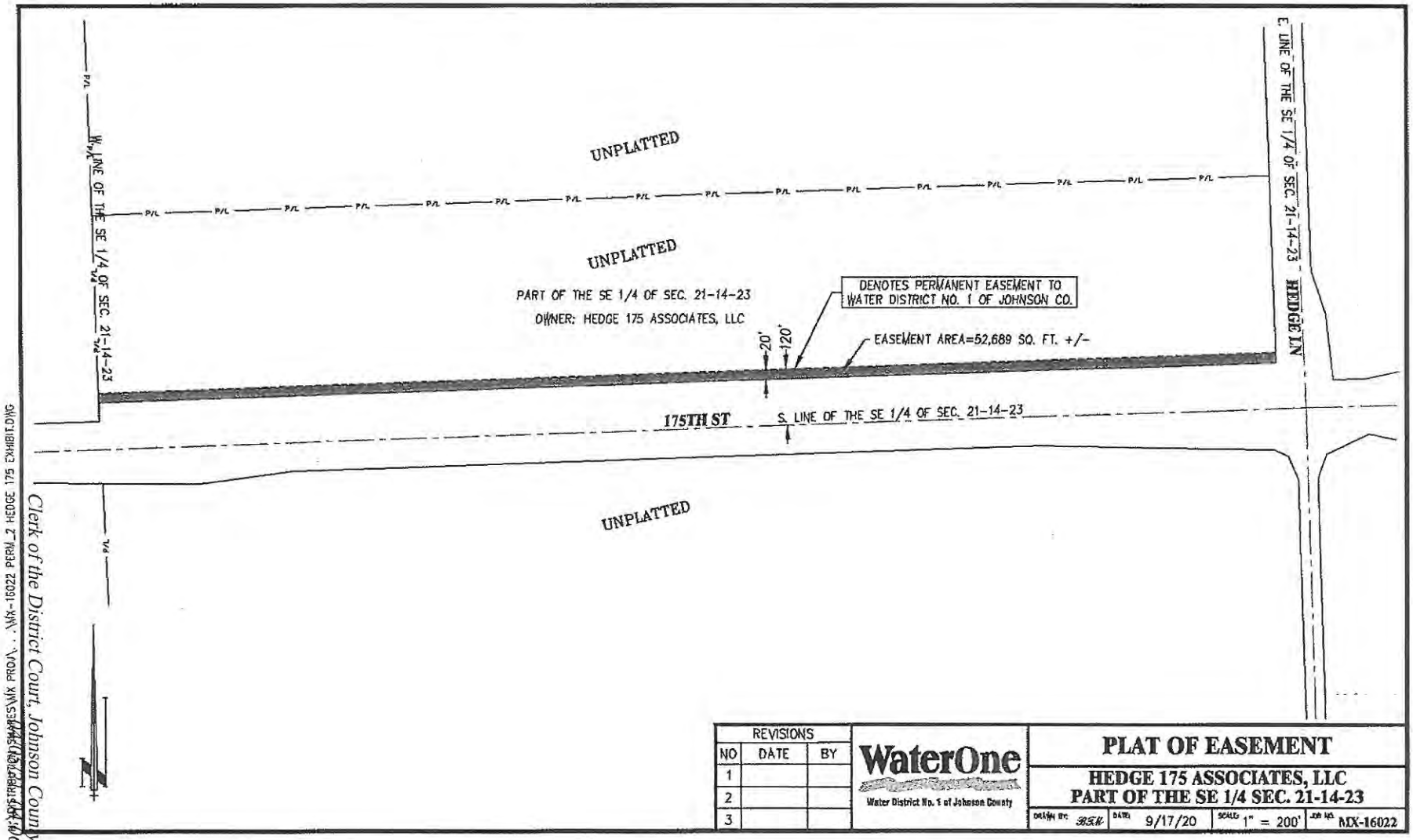
PLAT OF EASEMENT

PART OF THE SE 1/4
SEC. 20-14-23

DRAWN BY: BTM	DATE: 9-17-20	SCALE: 1" = 200'	JOB NO. MX-20021

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

Exhibit Tract No. 3



REVISIONS		
NO	DATE	BY
1		
2		
3		

WaterOne
Water District No. 1 of Johnson County

PLAT OF EASEMENT

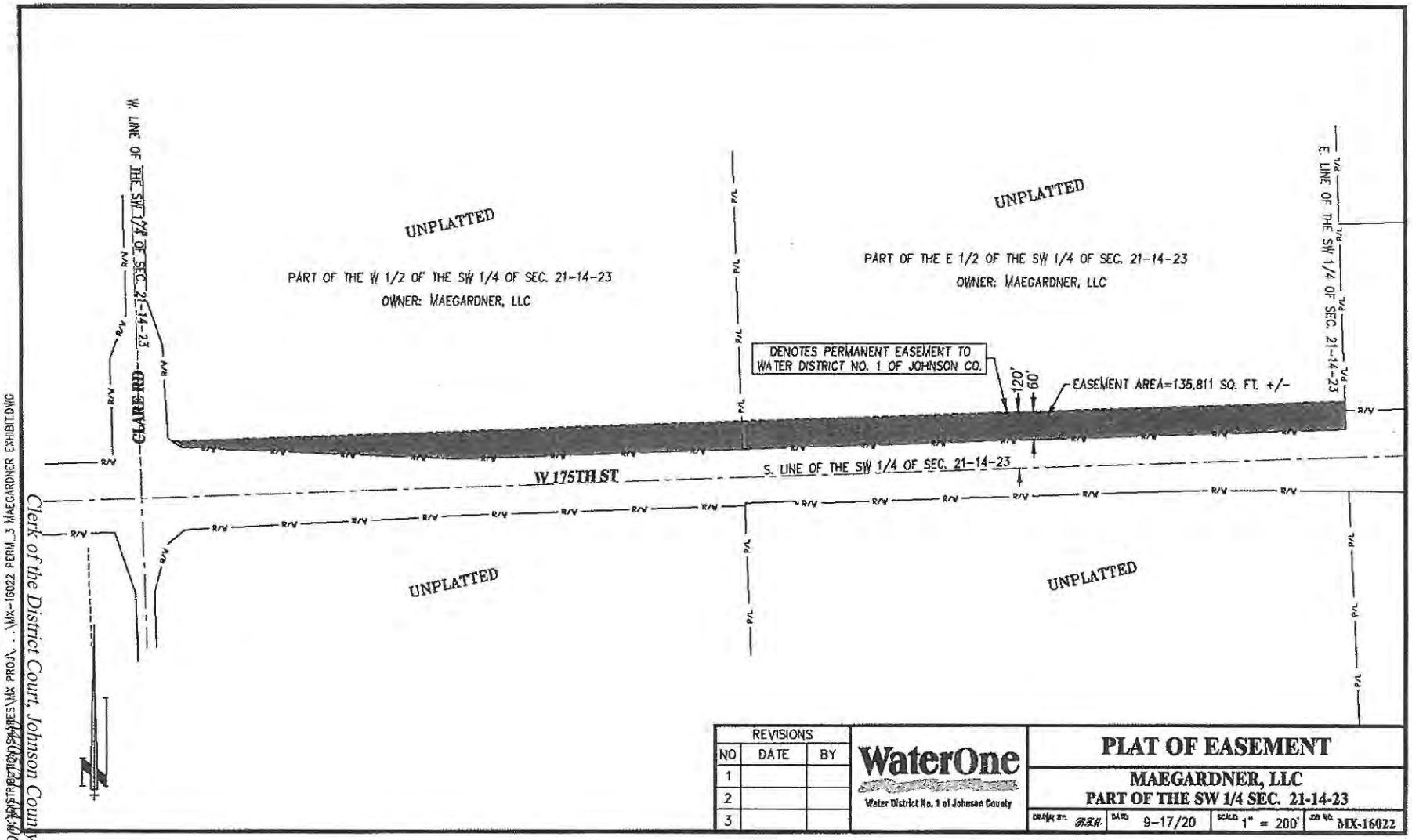
HEDGE 175 ASSOCIATES, LLC
PART OF THE SE 1/4 SEC. 21-14-23

DRAWN BY: BSK | DATE: 9/17/20 | SCALE: 1" = 200' | JOB NO. MX-16022

Clerk of the District Court, Johnson County Kansas
Document Image
10/12/2020 4:46pm ML

\\MX-16022 PERM_2 HEDGE 175 EXHIBIT.DWG

Exhibit Tract No. 4



Clerk of the District Court, Johnson County Kansas
10/05/2020 4:06pm ML

Action Involves Title to Real Property
Pursuant to KSA 26-501, et seq.

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

WATER DISTRICT NO. 1
OF JOHNSON COUNTY, KANSAS,

Plaintiff,

vs.

Case No: 2021-CV-00600
Division No.: 7

Robert S. Murphy Revocable Trust,
Dated July 28, 2005; and
Hedge 175 Associates, LLC; and
Security Bank of Kansas City; and
MaeGardner LLC; and
Fortress Credit Corp.; and
Thomas G. Franzen, in his capacity as
Treasurer of Johnson County, Kansas; and
the unknown heirs, executors, administrators,
devisees, trustees, creditors, spouses, guardians,
conservators, successors and assigns of all
such defendants as were or are now serving
in any similar fiduciary capacity; any unknown
persons claiming an interest in or in possession of
the property described herein.

Defendants.

STATEMENT OF APPRAISERS FEES AND EXPENSES

NOW ON this 5 day of April, 2021, the Court-appointed appraisers submit the following statement for their fees and expenses for the acting as the Court's appraisers herein:

District Court Judge Gerald Elliott (Retired)
10 hours @ $ 300 per hour is 3000.00
0 miles @ $0.____ per mile is 0
out-of pocket expenses total of 0

Total: $ 3000

Action Involves Title to Real Property

Reginald Cordry:
10 hours @ $ 300 per hour is $3,000 -
_____ miles @ $0._____ per mile is _____
out-of pocket expenses total of _____

Total: $ 3,000

Larry Witt
10 hours @ $ 300 per hour is 3000
_____ miles @ $0._____ per mile is _____
out-of pocket expenses total of _____

Total: $ 3,000

The foregoing Report of our fees and expenses is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 5TH day of APRIL, 2021.

COURT-APPOINTED APPRAISERS:

Gerald Elliott
Judge of the District Court (Retired)

Reginald Cordry

Larry Witt

Clerk of the District Court, Johnson County Kansas
04/05/21 04:06pm ML

WaterOne v. Murphy Trust, et al
Johnson County District Court Case No. 21-CV-000600
Report of Appraisers and Statement of Appraisers' Fees and Expenses

Tract 2 (Murphy Trust)	Court-Appointed Appraisers		Shaner		Landowner	
Value Before	$6,269,500	$0.90/ft	$3,830,000	$0.55/ft	No Appearance	
Value After	$6,265,200					
Difference (Award)	$4,300	approx.70% of Fee Value	$1,900	50% of Fee Value		

Tract 3 (Hedge 175)	Court-Appointed Appraisers		Shaner		Landowner	
Value Before	$16,030,000	1.65/ft	$6,320,000	$0.65/ft	$29,149,440	$3.00/ft
Value After	$15,969,100					
Difference (Award)	$60,900	approx.70% of Fee Value	$17,150	50% of Fee Value	$158,067	100% of Fee Value

Tract 4 (MaeGardner)	Court-Appointed Appraisers		Shaner		Landowner	
Value Before	$5,503,300	$0.90/ft	$3,974,719	$0.65/ft	$29,046,026	$4.75/ft
Value After	$5,142,700					
Difference (Award)	$90,600	approx.70% of Fee Value + approx $5,000 for fencing	$48,550*	50% of Fee Value	$645,102	100% of Fee Value

*includes $4,375.00 for cost to cure (fencing)

TOTAL AMOUNT TO SATISFY AWARDS AND COSTS	
Tract 2 (Murphy Trust)	$4,300
Tract 3 (Hedge 175)	$60,900
Tract 4 (MaeGardner)	$90,600
Appraiser Elliott	$3,000
Appraiser Cordry	$3,000
Appraiser Witt	$3,000
GRAND TOTAL	$164,800

REMIT TO:
Water District No. 1 of Johnson County
ATTN: Accounting
10747 Renner Boulevard
Lenexa, KS 66219-9624

Invoice Number		MISC-21100
Invoice Amount	$	172,606.75

FOR: **MX-16022 WaterOne Legal Fees to Orrick & Erskine, LLP**
Court Appointed Appraisers Condemnation Awards & Fees

City of Gardner
ATTN: Gonzalo Garcia
Utilities Director
1150 E. Santa Fe St.
Gardner, KS 66030

Please Return Top Portion With Your Payment - Thank You For Your Prompt Payment

City of Gardner
ATTN: Gonzalo Garcia
Utilities Director
1150 E. Santa Fe St.
Gardner, KS 66030

Invoice Number		MISC-21100
Invoice Amount	$	172,606.75
Invoice Date		4/19/2021

Water District No. 1 of Johnson County
10747 Renner Boulevard * Lenexa, KS 66219-9624
(913) 895-5500 * FAX (913) 895-1821

:o Orrick & Erskine, LLP
ndemnation Awards & Fees

DESCRIPTION		AMOUNT
Court Appointed Appraisers Condemnation Awards & Fees	$	164,800.00
MX-16022 WaterOne Legal Fees to Orrick & Erskine, LLP		$7,806.75
Total		**$ 172,606.75**

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Haynes Equipment for replacement of the Kill Creek WRRF UV Disinfection and Recycled Water Systems

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Board/Commission Recommendation:
On April 1, 2021, the Utility Advisory Commission approved a recommendation to the City Council to consider the execution of a contract with Haynes Equipment for replacement of the Kill Creek WRRF UV Disinfection and Recycled Water Systems in the amount not to exceed $317,580.

Staff Recommendation:
Staff recommends that the City Council authorize the City Administrator to execute a contract with Haynes Equipment for replacement of the Kill Creek WRRF UV Disinfection and Recycled Water Systems in the amount not to exceed $317,580.

Background/Description of Item:
The Kill Creek Water Resource Recovery Facility has been in operation for approximately 20 years. As part of the treatment process, the facility uses an ultraviolet disinfection system prior to the effluent being discharged to Kill Creek, a tributary of the Kansas River. Microorganisms in the effluent pass by special UV lamps which damages the genetic DNA, rendering the microorganisms sterile. Unable to reproduce and multiply, the microorganisms no longer pose a health risk. Non-potable recycled water is used throughout the plant using the disinfected effluent. This recycled water is used at multiple stages of the treatment process including wash down of equipment, batch tanks for dewatering process, and spray bars along the oxidation ditch. The recycled water is also used for all the frost-free hydrants at the facility and irrigation sprinkler system.

The current UV disinfection and recycled water systems is original and has reached the end of the useful life for this type of equipment. The proposed UV Disinfection System will reduce the amount of electrical consumption while providing improved disinfection of the effluent. The proposed non-potable recycled water system provides a smaller footprint than the existing equipment. These proposed systems will decrease maintenance, require less labor to perform maintenance, and provide greater savings due to lower energy usage.

RFP Process:
The Request for Proposals was advertised on the City of Gardner website, Drexel website and *The Legal Record*, from February 9, 2021 to March 2, 2021. A total of four (4) companies responded to the request for proposals, and presented 6 different equipment alternatives for this project.

Utilities staff reviewed all proposals presented and selected Haynes Equipment, as their proposal meets, and exceeds, the requirements set forth in the RFP.

Financial Impact:
The City anticipates issuing general obligation bonds to finance the replacement of the UV system. Future annual debt service payments will come from the Wastewater Fund.

Attachments included:

a. April 1, 2021 UAC Staff Report
b. April 1, 2021 UAC Meeting Minutes Excerpt
c. Haynes Equipment RFP Response
d. Agreement Project WW2001

Suggested Motion:
Authorize the City Administrator to execute a contract with Haynes Equipment for replacement of the Kill Creek WRRF UV Disinfection and Recycled Water Systems in the amount not to exceed $317,580.

UTILITY ADVISORY COMMISSION
STAFF REPORT **NEW BUSINESS ITEM NO. 1**
MEETING DATE: APRIL 1, 2021
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to City Council for awarding a contract to Haynes Equipment in the amount of $317,580 for the Kill Creek WRRF UV Disinfection and Recycled Water Systems, Project No. WW2001.

Background:

The Kill Creek Water Resource Recovery Facility has been in operation for approximately 20 years. As part of the treatment process, the facility uses an ultraviolet disinfection system prior to the effluent being discharged to Kill Creek, a tributary of the Kansas River.

Microorganisms in the effluent pass by special UV lamps which damages the genetic DNA rendering the microorganisms sterile. Unable to reproduce and multiply, the microorganisms no longer pose a health risk.

Non-potable recycled water is used throughout the plant using the disinfected effluent. This recycled water is used at multiple stages of the treatment process including wash down of equipment, batch tanks for dewatering process, and spray bars along the oxidation ditch. The recycled water is also used for all the frost free hydrants at the facility and ability to irrigate the property using a sprinkler system.

The current UV disinfection and Recycled Water systems is original and has reached the end of the useful life for this type of equipment.

The proposed UV Disinfection System will reduce the amount of electrical consumption while providing improved disinfection of the effluent and the proposed non-potable recycled water system provides a smaller footprint than the existing equipment. These proposed systems will decrease maintenance, require less labor to perform maintenance, and provide greater savings due to lower energy usage.

RFP Process:

The Request for Proposals was advertised on the City of Gardner website, Drexel website and The Legal Record, from February 9, 2021 to March 2, 2021. A total of five (5) responses to the request for proposals were received for the UV Disinfection System and two (2) responses for the Recycled Water System.

Utilities staff has reviewed the proposals presented by Haynes Equipment for both the UV Disinfection and Recycled Water Systems and agree the equipment provided meet and exceed all of the requirements as set forth in the RFP.

Staff and Committee Recommendation:

Consider a recommendation to the City Council for awarding a contract to Haynes Equipment in the amount of $317,580 for the Kill Creek WRRF UV Disinfection and Recycled Water Systems, Project No. WW2001.

Attachments:

- Request For Proposals
- Haynes Equipment Proposal for Glasco UV NONCON Disinfection System
- Haynes Equipment Proposal for Grundfos Recycled WaterSystem

RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2021-07
April 1, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on April 1, 2021, at City Hall. Present were Chairperson Kristina Harrison, Vice-Chairperson Jake Wells, Commissioner Bryce Augustine, Commissioner Gary Williams, Commissioner Barbara Coleman, Utilities Department Director Gonzalo Garcia, KCWRRF Superintendent Scott Millholland, Administrative Assistant Erin Groh, and one member of the public.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairperson Kristy Harrison.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **Standing approval of the minutes as written for the March 4, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Coleman, seconded by Commissioner Augustine, to approve the Consent Agenda.

Motion carried 5-0 Aye

NEW BUSINESS

1. **Consider a recommendation to the City Council for awarding a contract to Haynes Equipment in the amount of $317,580 for the Kill Creek WRRF UV Disinfection and Recycled Water Systems, Project No. WW2001.**

Scott Millholland, Superintendent for the Kill Creek Water Resource Recovery Facility discussed how the facility has been in operation for approximately 20 years and the current UV disinfection and Recycled Water systems are original and have reached the end of the useful life for this type of equipment. The proposed UV Disinfection System will reduce the amount of electrical consumption while providing improved disinfection of the effluent and the proposed non-potable recycled water system provides a smaller footprint than the existing equipment. These proposed systems will decrease maintenance, require less labor to perform maintenance, and provide greater savings due to lower energy usage.

A total of five responses to the request for proposals were received for the UV Disinfection System and two responses for the Recycled Water System. Utilities staff reviewed the proposals presented by Haynes Equipment for both the UV Disinfection and Recycled Water Systems and agree the equipment provided meet and exceed all of the requirements as set forth in the RFP. Commissioner Coleman asked Millholland if it would have a negative impact on Wastewater's budget and he replied no and stated that it was part of the CIP Projects list and planned for. Commissioner Augustine asked if it would take long to install and Millholland stated that it should take less than a week to install.

Motion by Commissioner Augustine, seconded by Vice-Chair Wells, to forward the recommendation to the City Council to award a contract to Haynes Equipment in the amount of $317,580 for the Kill Creek WRRF UV Disinfection and Recycled Water Systems, Project No. WW2001.

Motion carried 5-0 Aye

DRAFT

15725 Pflumm Road
Olathe, Kansas 66062
Phone: 913-782-4962
Cell: 913-481-7358
Web: www.haynesequip.com
Email: ssorenson@haynesequip.com

March 2, 2021

ATTENTION: City of Gardner, KS

REFERENCE: KILL CREEK WRRF
UV Disinfection and Recycled Water Systems
Project WW2001

RFP DUE DATE: March 2, 2021 at 12:00 pm

Dear Ladies and Gentlemen:

Haynes Equipment Company, Inc. is pleased to offer the following equipment on the above referenced project. For your consideration our quotation is as follows:

EQUIPMENT	DESCRIPTION	MFR.
UV	**OPTION 1: Chambered System for 9 MGD**	**GLASCO UV**

- Two (2) IL-BT-9500-16-AW reactors with 304 SS elbows.
  - Automatic cleaning center with compressor, regulator and dryer.
- One (1) shared System Control Center/Ballast control center with Allen Bradley PLC for alarming, dimming and other functions.
  - System's operator user interface is a 11" Rohtek Color touch.
  - Control Center to be installed on ground level of UV building.
  - UV intensity monitoring, lamps status LEDs, and running time meter. One (1) transformer.
- Design layout approved by plant personnel; effluent pipe to be cut back to 1' from wall BY OTHERS.
- Freight and Startup Services included.
- See Chambered Proposal Package for all of the details.

TOTAL Glasco Chambered Option: $____210,000_____

UV	**OPTION 2: NONCON System for 9 MGD**	**GLASCO UV**

- Two (2) NONCON reactors with internal heat management system. Cooling pumps will be supplied. One cooling system per bank.

- One (1) Bank - each bank having eight (8) UV modules – each holding eleven (11) lamps. Eighty-eight (88) lamps. Sixty (60) tubes will extend through reactor.
- One (1) Ballast Control Center (BCC) NEMA 4X modified Type 304 SS free standing enclosure. Includes LEDs, Run Time and UV monitoring system.
- One (1) System Control Center Allen Bradley PLC for alarming, bank pacing and other functions. System's operator user interface is a 11" Rohtek Color touch. One (1) transformer.
- Layout/Design approved by plant personnel. North staircase (facing east) needs to be moved 90 degrees to face north. BY OTHERS.
- Freight and Startup Services/Training Included.
- See NONCON Proposal Package for all of the details.

TOTAL Glasco NONCON Option: $____259,750_____

RECYCLED WATER PUMP STATION **PRIMARY OPTION: CRE Pumps with MLE Motors/Integrated VFDs** **GRUNDFOS**

- (1) HydroMPC-E system for 475 GPM @ 100 psi to replace the existing recycled water system
  - (2) CRE-45-3-1 pumps which include integrated VFD on each 25 hp motor, 460/60/3
    - See attached datasheet and page 3/10 in the HydoMPC-E specification for more information on integrated VFDs.
  - Control Panel includes the CU352 Pump Controller specifically designed to control parallel operation of multiple pumps
  - See detailed RFP requirements, installs, datasheets, proposal, specification and IOM manuals attached

TOTAL Grundfos Primary Option (no adders) HydroMPC-E 2CRE-45: $___45,779_____

RECYCLED WATER PUMP STATION **ALTERNATE OPTION: CRE Pumps with Panel Mounted VFDs** **GRUNDFOS**

- (1) HydroMPC-EC system for 475 GPM @ 100 psi to replace the existing recycled water system
  - (2) CR-45-3-1 pumps with standard 25 hp motors, 460/60/3
  - Panel mounted VFD which is the Grundfos CUE
    - See datasheet and page 3/11 in the HydoMPC-E CR specification for more information on the CUE, panel mounted VFD.
  - Control Panel also includes the CU352 Pump Controller specifically designed to control parallel operation of multiple pumps
  - See detailed RFP requirements, installs, datasheets, proposal, specification and IOM manuals attached

TOTAL Grundfos Alternate Option (no adders) HydroMPC-EC 2CR-45: $_____57,830_____

Recycled Water Pump Station Notes:

- **WARRANTY:** 24 months from start-up of equipment, or 30 months from shipment, whichever is sooner.
- Freight included.
- Haynes Equipment startup and training included.
- Piping will be needed to connect discharge to current discharge – BY OTHERS.
- Existing base can be reused if desired.
- The manifold ISOs and mechanical couplings are by others.
- There are options for dry run protection in the panel settings using different sensors or switches, but that feature can only accept one Digital or Analog Input to turn the system on/off when inlet pressure or water level is low.
- The panels use fuses, not circuit breakers. This is a UL requirement for panels with the given VFD and at the given SCCR.
- The panel options include surge arrestors, but lightning arrestors are not available.
- Panels are Fan-cooled. There is No Heat Exchange or A/C included.
- No PRV or tap for one included.
- The MLE is nameplated for 480V +/-10% (UL listing), which falls short of 550V on the original spec.
- The MLE system options does not and cannot include VFD Bypass switches. line reactors, or additional custom options on the alternative CUE system selection.
- Some features on the panel based on the old spec are accessed through the controller settings (e.g. HOA, elapsed time, etc).
- Phase/voltage monitor is on main power supply, not each pump.

Thank you for your consideration of Grundfos recycled water skid as well as the Glasco UV system.

Sincerely,

Shawna Sorenson, Haynes Equipment Co.

KILL CREEK WRRF RFP Proposal
UV

Project WW2001
Gardner, KS

Glasco UV NONCON Option

MANUFACTURER'S REP.:

HAYNES EQUIPMENT COMPANY, INC
15725 PFLUMM ROAD
OLATHE, KS 66062

March 2, 2021

UV DISINFECTION PROJECT PROPOSAL

NONCON SERIES

Project Name:	Gardner, KS
Proposal Number:	GUV012-100737
Date:	February 17,2021

Prepared by:	Romeo Vela Director of Engineered Products
Email	romeo@glascouv.com
Mobile	973-634-0903

Prepared for:	Shawna Sorenson
Company	Haynes Equipment
Email	ssorenson@haynesequip.com
Phone	913-481-7358
Website	haynesequip.com

Project Type:	Wastewater
Type	Fluoropolymer Tube
Orientation	Horizontal – Stainless Steel reactors
System Name	NONCON-5000-11-8 x 60
Lamp Technology	Low pressure high output 155 W
Flow rate range	4.5MGD + 4.5 MGD

EQUIPMENT

Standard

- Stainless steel reactors with inlet and outlet boxes. Cooling pumps
- Remote Ballast Control Centers
- Wireway from BCC
- UV monitoring
- 1 x PLC monitoring (AB Micrologix)

By Others

- Inlet isolation gate
- Integration

GLASCO UV

Design Information

DESIGN OVERVIEW

Application	Wastewater
Peak flow	4.5 US MGD
Average	1.0 US MGD
Minimum flow	0.00
Location	Indoors

Water Quality	
UV transmission %	62%
Influent counts	200,000 fc/100 ml
Water temp.	46-75° F
TSS	<30 mg/l
BOD	<30 mg/l
Discharge permit	<200 fc/100 ml
Design UV dosage	>25,000 uWs/cm2 @ end of lamp life

Dimensions	
Channel length	138”
Channel width	67”
Channel height	30”
Connections	18” pattern
Ballast Control Center	NEMA 4x stainless steel free standing located above units

EQUIPMENT OVERVIEW

Model Name	NONCON-5000-11-8 x 60
System type	Horizontal
Configuration	Reactor
Lamp type	Low pressure high output 155 watts
Reactors	2
Banks per reactor	1
Modules per bank	11
Lamps per module	8
Lamps per bank	88
Tubes per system	60
UV monitoring	0-100% - 4-20 ma
Lamp status	Green LEDs
Remote control	H/O/A
Voltage	480 V 3 phz
kW/hr	15.5 kW per bank

Integration	
UV output	4-20 mA from UV
Flow signal	Required
Basic PLC	AB Micrologix 1400
Remote control	H/O/A

Scope of Engineering

The following documentation will be provided by Glasco UV at the time of submittal:

Installation Operation and Maintenance manual, layout drawings, P+ID drawings, ladder logic diagrams, terminal block diagrams, Warranty requirements, long term storage requirements, bills of materials, equipment descriptions, equipment brochures, head loss calculations, UV DIS calculations, equipment installation lists and other relevant documentation.

NONCON SERIES

NONCON 5000

PRODUCT OVERVIEW

The **"NONCON 5000"** Series is a "flow through" fluoropolymer style of ultraviolet (UV) water and wastewater disinfection systems.

Unlike our other systems where the UV lamps are immersed in the water (using protective quartz sleeves), the "NONCON 5000" uses non conductive transparent fluoropolymer tubes to transport the water close to the UV lamps.

The UV lamps are positioned in the air and shine germicidal rays (@ 254 nm) through the fluor - polymer tubes directly at their intended targets, microorganisms. Lamps are not in the water.

STANDARD FEATURES

- Stainless steel disinfection reactor **OR**
- Open channel insert for large flows
- Low-pressure high-output UV lamps
- Fluoropolymer flow through tubes
- Multi-voltage power (120-277)
- UV monitoring
- Lamp status and run time indicators
- 45 psi pressure-rated
- Remote electronics
- Environmental temperature management
- Air release valves
- Drain ports

GLASCO UV

NONCON UV DISINFECTION SYSTEMS

Systems use special fluoropolymer (FEP) tubes to transport water, wastewater and other liquids in close prox-imity to the UV lamps. The fluoropolymer tubes are transparent and allow UV light in the 254 nm range to penetrate the tube's walls and disable microorganisms. Lamps are positioned around the tubes in a reflective reactor.

The tubes are manufactured in the United States from a high quality polymer resin. The tubes, which are highly transparent, are neutrally charged (the "**non-con**ductive" in "NONCON") and thus, not susecptible to fouling and scaling from positively charged minerals. In traditional UV systems, the quartz sleeves need to be cleaned.

Over 100 years ago, scientists found that when pathogens were exposed to UV light, their reproduction was limited. The light resided in the UVC range of the spectrum. Specifically, they discovered that light in the 254 nanometer (nm) range was the most effective. When pathogens are exposed to UV light, their cells become damaged and this inhibits reproduction. UV light damages the cell's DNA and RNA and once damaged, they are unable to replicate and therefore, rendered harmless.

The amount of damage is a result of the intensity of the UV light multiplied by the time the water is exposed to the light (time x intensity). The dosage, referred to as microwatts, is often expressed as mJ/cm2. Doses > 30,000 microwatt dose (30 mJ) are accepted for wastewater disinfection.

VIDEO!

NONCON OPERATION

GLASCO UV

NONCON 5000

Facility connects to the “NONCON” reactor via flange or in the case of larger projects, directly into a poured concrete channel. Water or wastewater enters a pressurized transition box and then feeds into a bank of transparent tubes. Water and wastewater travels through the tubes and exits into the discharge pressure box. Tubes are rated at 45 psi.

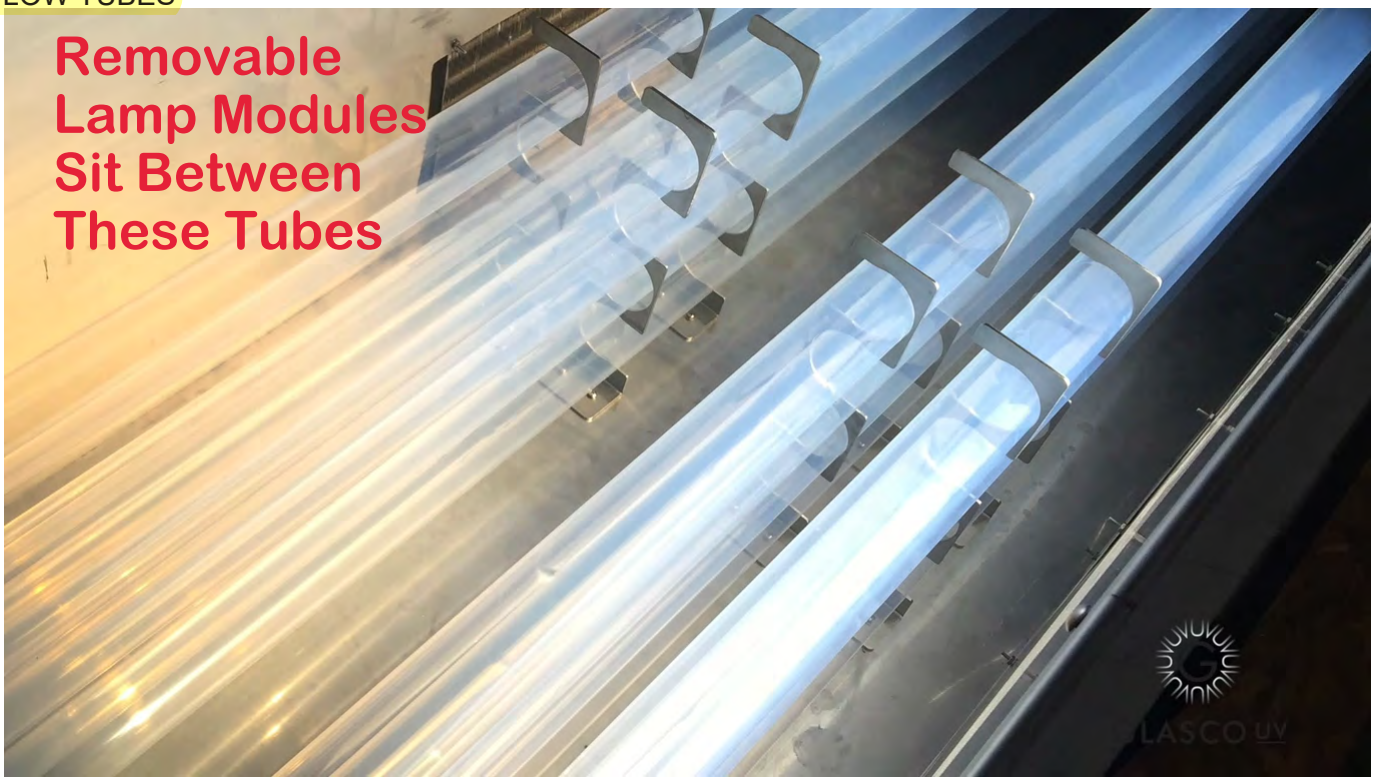
Systems are designed based on a peak flow rate, a UV transmission percentage (UVT%) and information related to the plant’s discharge permit. The number of tubes and associated UV lamps are based on the biological testing (bioassay) testing and computational fluid dynamic (CFD) modeling.

GLASCO UV

NONCON OPERATION (SYSTEM CONTROLS)

NONCON uses a remote Ballast Control Center (BCC). This stainless steel enclosure provides a single point of control for operators and removes sensitive components from reactor, which may be damaged in the event of moisture or flooding. The BCC houses ballasts, power controls, operating displays and UV monitor in a controlled environment. NONCON lamps (low-pressure high-output) are sensitive to temperature. To main-tain optimal lamp temperature, reactor will be provided with a heat exchanger. The lamp drivers (ballast) are configured in easy to manage trays. The ballast trays are removable, and interchangeable making for easy maintenance, and trouble shooting.

FLOW TUBES



NONCON 5000

126 Christie Avenue, Mahwah, NJ 07430 · phone: 201-934-3348 fax: 201-934-3388 · info@glascouv.com

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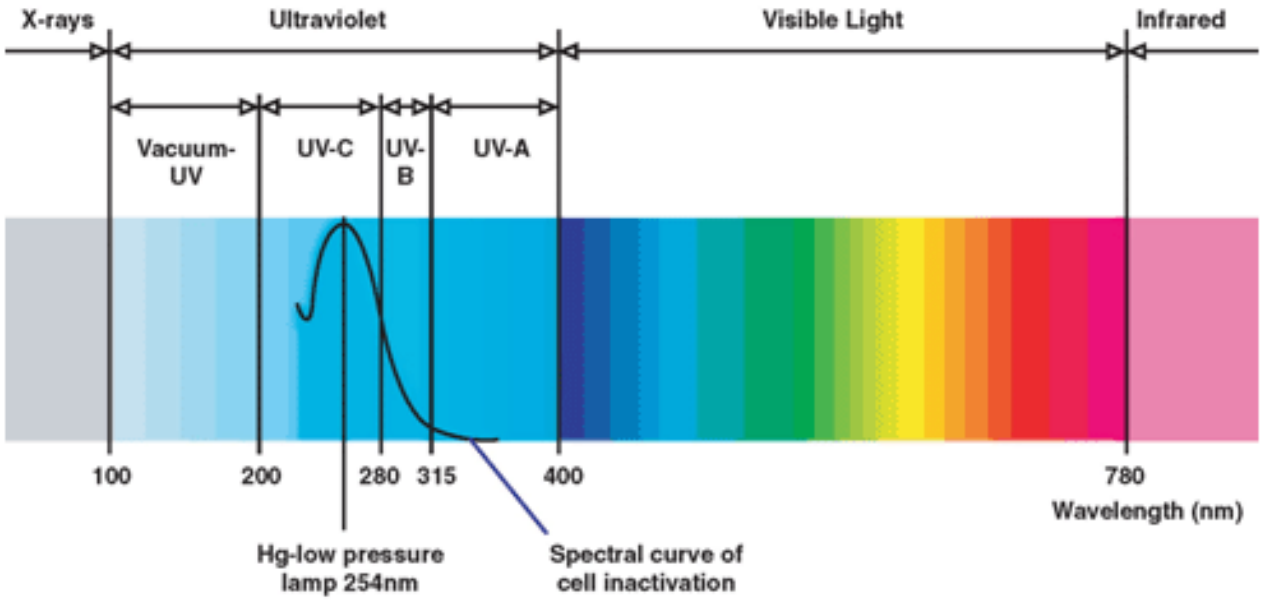
INSTALLATION, OPERATION AND MAINTENANCE MANUAL
NONCON SERIES
Fluoropolymer Ultraviolet Disinfection Systems
***NONCON**-5000-11-8 x 60*

Manufactured by:
Glasco Ultraviolet
126 Christie Street
Mahwah, NJ 07430
(201) 934-3348 Fax (201) 934-3388
www.glascouv.com

1. About Ultraviolet (UV) Disinfection

The technology uses UV light to target and disable disease-causing microorganisms (pathogens).

Over 100 years ago, scientists discovered that if you exposed pathogens to UV light, their reproduction was limited. The UV light source that they used, resided in the UVC range of the light spectrum. Specifically, they discovered that light in the 254 nanometer (nm) range was the most effective wavelength. Today, specialized UV lamps are used for a variety of disinfection applications.



When wastewater pathogens are exposed to UV light, their cells become damaged and this damage inhibits reproduction. The UV light, produced by a special UV lamp, damages the cell's DNA and RNA and once damaged, they are unable to replicate. This physical process renders them harmless.

The amount of damage is a result of the intensity of the UVC output multiplied by the time the water is exposed to the light. The applied dosage is expressed as milliwatt seconds per square centimeter (mW.s/cm2) or millijoules per square centimeter (mJ/cm2). Dosages of 30,000 uW.s/cm2 (30 mJ cm2) are common for meeting a typical 126/100 200/100 ml (fecal/ecoli) discharge permit. Dosage will be inline with permit requirements.

Using UV for disinfection is a practical and acceptable technology, but do not confuse disinfection with sterilization. Sterilization means the complete and total inactivation of microorganisms.

a) Why are plants and operators selecting UV technology?

- To move away from chlorine processes
- UV is considered a green technology
- No chemicals are added, so there is no need for chemical removal
- No chemical storage
- UV works instantly without requiring a residence time
- Easy maintenance

b) What are limitations of UV technology?

The quality of the effluent entering UV system needs to be monitored. Effluent that is outside of the design parameters may cause permit violations.

Primary concerns relate to the UV transmittance (UVT) of the water and the Total Suspended Solids (TSS). While turbidity can impact UV system efficiency, UVT and TSS are the primary measurements.

UVT is the measurement of UV absorbing materials in the water. The levels are determined by using a 254 nm spectrophotometer to compare distilled water (100%) to an effluent sample through a 1 cm path. Many plants average 65%, but higher and lower values are not uncommon. The UVT% measurement is one of the primary numbers used to design a system so it is of great importance to ensure that the plant operates within design parameters.

Changes in wastewater UVT can be due to industrial wastes, breakdown in upstream processes or high mineral content (iron).

TSS is the measurement of solids in the water that will interfere with the delivery of UV light. Most plants have to meet a certain permit level (i.e. 30 mg/l) in order to satisfy the discharge permit. The solids, which vary in size, not only prevent proper UV light transmission, but actually house pathogens. The TSS number is impacted by the upstream processes (filter, membrane, clarifiers, etc.).

In addition to the above issues, the UV system needs to be cleaned on a periodic basis based on effluent conditions.

Cleaning involves using a brush and swapping it through the tube. This will need to be done based on plant operating conditions. Low flows or low pressure flows may lead to biofilm or other slime build up. Higher flows and higher pressure flows have a way of pushing debris and cleaning tube.

KILL CREEK WRRF RFP Proposal
Recycled Water System

Project WW2001
Gardner, KS

Grundfos HydroMPC Primary & Alternate Options

MANUFACTURER'S REP.:

HAYNES EQUIPMENT COMPANY, INC
15725 PFLUMM ROAD
OLATHE, KS 66062

March 2, 2021

BoosterpaQ®

Hydro MPC Controlled Booster Systems

BE > THINK > INNOVATE >

GRUNDFOS

Superior boosting with Grundfos BoosterpaQ

A Grundfos BoosterpaQ system fitted with Grundfos CRE – frequency converter-controlled pumps – ensures complete and instant control, optimum flexibility of booster output, and unbeatable efficiency.

Grundfos BoosterpaQ systems are manufactured to the highest standards in the industry. Our MPC controllers can handle even the most difficult boosting applications with ease and accuracy.

COMMITTED TO QUALITY

Commitment to quality is evident in every aspect of our BoosterpaQ systems. Based on the extremely reliable, high-efficiency CR pump range, BoosterpaQ solutions are fully integrated systems. Each component is made by Grundfos to meet the strictest quality requirements, so you can rest assured that all technologies involved in the process work perfectly together.

BOOSTERPAQ FEATURES

- Outstanding reliability
- High efficiency
- Fully integrated, all-in-one systems
- Systems to match every need and requirement
- Easy installation and operation
- Technology based on decades of know-how and experience

Grundfos CR pumps – state-of-the-art reliability and efficiency

The Grundfos Hydro MPC booster system ensures proper and constant water pressure at all times.

Grundfos BoosterpaQ systems are based on the world-renowned CR range of multistage centrifugal pumps. Grundfos was the first to develop this pump type nearly 40 years ago, and the current generation of CR pumps remains unchallenged as the world's best. With their history of outstanding reliability and efficiency, CR pumps provide the best foundation for our booster systems.

BoosterpaQ systems equipped with intelligent CRE pumps offer an even higher rate of efficiency as well as reduced energy costs. CRE pumps are equipped with an integrated variable-frequency drive motor. The end result is complete control, optimum flexibility of booster output, and unbeatable efficiency at all times.

THE COMPLETE SOLUTION

All components have been combined with focus on quality and efficiency. Grundfos BoosterpaQ systems are designed to last: sturdy, compact units with easy access to all service parts.

The Grundfos CR/CRE pumps have been engineered for maximum efficiency and reliability. These advantages are incorporated into Grundfos BoosterpaQ systems.

Grundfos BoosterpaQ systems can be used wherever additional pressure is needed. Each booster model has been designed to meet the customer's specific needs and requirements for capacity and control.

WATER SUPPLY

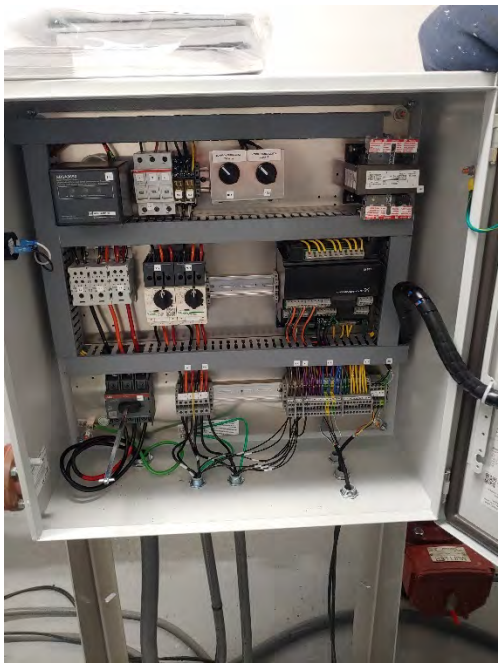
Our BoosterpaQ systems are ideal for water supply systems and pressure boosting in multi-story buildings, which can vary significantly throughout the day. These situations can place extraordinary demands on the equipment used. Grundfos booster systems make it easy to provide optimum comfort for the user by maintaining constant water pressure at all levels and at all times.

- **Industry**
  Industries can benefit greatly from using a Grundfos booster solution. If you require constant pressure in the face of highly variable flows, we have the solution. Even the most demanding applications will benefit from the accuracy and advanced pump control offered by our BoosterpaQ systems.

- **Irrigation**
  Grundfos BoosterpaQ systems can help conserve water and optimize crop yields by responding to pre-set minimum and maximum levels. BoosterpaQ systems go easy on piping networks in golf course irrigation systems and adapt performance automatically to any number of sprinklers at any pressure zone during the irrigation cycle. Benefits like these are what make Grundfos BoosterpaQ systems the perfect choice for your irrigation systems.

Haynes Installs for Grundfos HydroMPC / CR Type Pumps

Mitchell County RWD#3, KS – 3/16/20 – 2CRE45-1-1



Oak Grove, MO – 3/25/20 – 2CRE10-4, 3hp

Salina, KS – 1/28/20 – HydroMPC-EC with 3CR5-13, 5hp

Lake Winnebago, MO – 10/29/19 - 2CRE 45-3-2 and 1CR1

Chanute, KS – 3/22/17 - HydroMPC-E with 4CRE45-1 10HP

GRUNDFOS

TAB2 - BoosterpaQ Information - Alt.

Gardner, KS - SCOPE
Alternative Selection

HYDRO MPC EC
2CR 45-3 with VFDs
in Control Panel

TAB 2

BoosterpaQ Information

-Alternative selection w/more panel options & panel mount VFDs

Pump Performance Datasheet

Customer	:	Quote Number / ID	: 5332528402
Customer ref. / PO	:	Model	: Hydro MPC-EC (CUE) 2CR 45-3-1 3x460V 60Hz
Tag Number	: 002	Part Number	: Custom system
Service	:	Stages	: 3
Quantity	: 1	Based on curve number	: RC10199_SB Rev 0
Quantity of pumps	: 2 active + 0 standby	Date last saved	: 02/26/2021 5:06 PM

Operating Conditions

System flowrate	: 475.0 USgpm
Flowrate per pump	: 237.5 USgpm
Differential head / pressure, rated (requested)	: 231.1 ft
Differential head / pressure, rated (actual)	: 231.2 ft
Suction pressure, min / max	: 10.00 / 10.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz
Power Supply	: 3ph 460V

Performance

Speed, rated	: 3357 rpm
Speed, maximum	: 3521 rpm
Speed, minimum	: 900 rpm
Pump efficiency	: 75.62 %
NPSH required / margin required	: 11.77 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,733 / 9,116 US Units
Head maximum, rated speed	: 313.0 ft
Head rise to shutoff	: 33.88 %
Flow, best eff. point	: 209.4 USgpm
Flow ratio, rated / BEP	: 113.41 %
Speed ratio (rated / max)	: 95.34 %
Head ratio (rated speed / max speed)	: 87.06 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Energy Indexes

PEI (VL)	: 0.46
ER (VL)	: 54

Liquid

Liquid type	: Cold Water
Additional liquid description	:
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

Material selected	: Standard - Cast Iron / 304 Stainless Steel

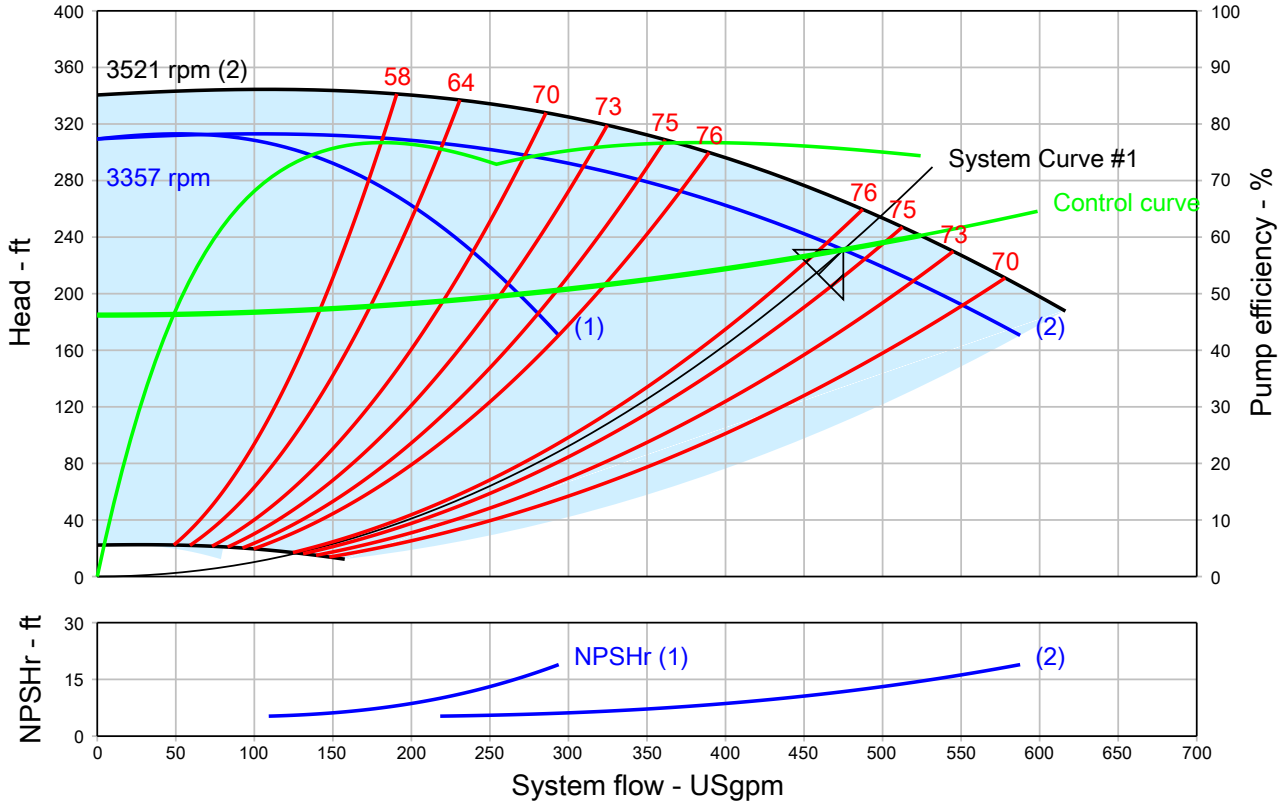
Pressure Data

Pump shut off pressure	: 145.5 psi.g
Maximum allowable suction pressure	: 145.0 psi.g

Driver & Power Data (@Max density)

Motor sizing specification	: Max power (non-overloading)
Margin over specification	: 0.00 %
Service factor	: 1.00
Rated power (based on duty point)	: 2 x 18.32 hp
Max power (non-overloading)	: 2 x 19.44 hp
Nameplate motor rating	: 2 x 25.00 hp / 18.64 kW (Fixed)
Panel Max FLA *	: 70 A

* addition of pilot pump, up-sizing HP, or 3x575V will affect System FLA



AGREEMENT FOR PURCHASE OF GOODS

This agreement ["Agreement"], is made as of this 7th day of April, 2021 by and between the **City of Gardner, Kansas**, [hereinafter "City"], and **Haynes Equipment Company, Inc.**, [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal to sell UV Disinfection System and/or Recycled Water System, for the purpose of securing equipment price for Installation Contractor to be chosen by City: and

WHEREAS, City desires to purchase said equipment system(s) from Vendor; and

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

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

AGREEMENT

1.0 Purpose.

Vendor will sell and deliver Glasco NONCON UV Disinfection System and Grundfos CRE Pumps with Panel Mounted VFD's, as requested in (1) City's Request for Proposals: **KILL CREEK WRRF UV DISINFECTION and RECYCLED WATER SYSTEMS, PROJECT WW2001** ~~and **Addendum No.** _____ thereto~~; and (2) as outlined in Vendor's response to said Request for Proposals. Vendor agrees that it has carefully reviewed the Proposal and it understands the nature and scope of the terms and conditions. The parties agree that time is of the essence in Vendor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from April 19, 2021 to April 18, 2022 unless terminated earlier in accordance with the provisions of Article 3 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

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

4.0 Compensation and Prices.

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

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

4.3 All invoices should be sent to **Ric Gere, Utilities Staff Engineer**.

5.0 Cash Basis and Budget Laws.

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

6.0 Conflict of Interest.

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

7.0 Nondiscrimination.

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

8.0 Facilities and Equipment.

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

9.0 Accessibility.

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

10.0 Records, Ownership and Inspection.

10.1 Ownership of Documents.

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

10.2 Open Records.

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

11.0 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.

12.0 Compliance with Laws.

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

13.0 Assignment.

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

14.0 Confidentiality.

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

15.0 Notices.

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

To City:

Ric Gere
Utilities Staff Engineer
rgere@gardnerkansas.gov

To Vendor:

Shawna Sorenson
Haynes Equipment Company, Inc.
ssorenson@haynesequip.com

16.0 Amendments.

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

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

17.0 No Third Party Beneficiaries.

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

18.0 Force Majeure.

City and Vendor 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.

19.0 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.

20.0 Negotiations.

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

21.0 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.

22.0 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.

23.0 Authority to Enter into Agreement.

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

24.0 Incorporation of Appendices.

The following documents are attached hereto and made a part hereof as if fully set out herein.

Exhibit A - City PROJECT #WW2001,

Exhibit B - Vendor's Response to PROJECT #WW2001

25.0 Entire Agreement.

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

26.0 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 7th day of April, 2021.

CITY OF GARDNER, KANSAS

_____

(Mayor/City Administrator)

VENDOR

James Bettman

Authorized Agent *(Insert Name, Title)*

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Ryan Denk, City Attorney

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 2

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: ROBERT CASE, PRINCIPAL PLANNER

Agenda Item: Consider adopting an ordinance approving a rezoning from R-2 to R-1 District for approval of a portion of lot 216 of the proposed Aspen Creek V subdivision

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:
After review of application Z-20-09 and staff report dated March 22, 2021, Planning Commission recommends the Governing Body approve the application for a rezoning for .12 acres located approximately 450' from the terminus of 185th Street (a portion of Tax ID CF221436-1005) from R-2 District to R-1 District.

Staff Recommendation:
Staff recommends approval of the rezoning and recommended the Planning Commission forward the recommendation for approval to the Governing Body.

Background/Description of Item:
This site is included in the *I-35 & Gardner Road Interchange Subarea Plan ("Subarea Plan")*, which was adopted by reference as part of the *City of Gardner 2014 Comprehensive Plan* by the Governing Body on June 20, 2016 (Ordinance No. 2517) to set specific goals and policies relating to development in portions of the City of Gardner, and areas within Gardner Township considered for future annexation.

The purpose of a subarea plan and the *I-35 & Gardner Road Interchange Subarea Plan* is to outline specific land development goals, policies and recommendations for the planning area, while being consistent with the overall adopted comprehensive plan for the community. The plan is meant to facilitate logical future development while maintaining preferred community character. The information merges technical analysis with public input and anticipation of market factors to guide future growth.

The subarea plan includes this property in the "Low-Density" Land Use area. The uses recommended within this district are primarily single-dwelling, duplex, and attached dwellings and compatible non-residential uses, but an emphasis is placed on residential-type uses and appropriate accessory uses.

The Planning Commission recommended approval of the rezoning by a vote of 6-0.

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

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

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

Financial Impact:
None at this time

Attachments included:
- Vicinity Map
- Ordinance No. 2698
- March 22, 2021 draft Planning Commission minutes excerpt
- Planning Commission packet

Suggested Motion:
Accept the recommendation of the Planning Commission and adopt Ordinance No. 2698, an ordinance changing the zoning classifications or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

Vicinity Map

ORDINANCE NO. 2698

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

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

SECTION ONE: That having received a recommendation from the Planning Commission on March 22, 2021, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located approximately 450' east of the terminus of 185th Street approximately 2000' east of Gardner Road shall hereafter have a zoning classification of R-1 (Single Family Residential) District.

CASE NO. Z-20-09

Rezoning from R-2 (Two-Family) Districts to R-1 (Single Family Residential) District:

Legal Description:

All that part of the Northwest Quarter of Section 36, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 36; thence N 0°36'10" W, along the East line of the Northwest Quarter of said Section 36, a distance of 1061.92 feet to the point of beginning; thence S 89°23'50" W, a distance of 165.00 feet; thence N 0°36'10" W, a distance of 31.00 feet; thence N 89°23'50" E, a distance of 165.00 feet to a point on the East line of the Northwest Quarter of said Section 36; thence S 0°36'10" E, along the East line of the Northwest Quarter of said Section 36, a distance of 31.00 feet to the point of beginning, containing 0.1174 acres, more or less, of unplatted land.

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

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

{The remainder of this page left intentionally blank.}

PASSED by the Governing Body this 19th day of April, 2021.

SIGNED by the Mayor this 19th day of April, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

_____

Steve Shute, Mayor

Attest:

_____

Sharon Rose, City Clerk

Approved as to form:

_____

Ryan B. Denk, City Attorney

(Case No. Z-21-01(PDP-21-01))

PLANNING COMMISSION MEETING
City of Gardner, Kansas
Council Chambers, City Hall
Monday March 22, 2021, 7:00 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:00 p.m. on Monday March 22, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ford
Commissioner Ham
Commissioner Meder
Commissioner McNeer
Commissioner Hansen

Staff members present:
Robert Case, Chief Planner
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant

There were multiple members of the public in attendance.

CONSENT AGENDA

1. Approval of the minutes as written for the meeting on February 22, 2021.

Motion made by Commissioner McNeer to approve the minutes, seconded by Commissioner Ford.
Motion passed 6-0.

REGULAR AGENDA

1. **Conduct public hearing for and consider multiple applications related to Aspen Creek development**.

a. **Z-21-01**: Consider rezoning R2 to RP4 within Meadows of Aspen Creek II
b. **PDP-21-01**: Consider preliminary development plan for duplexes within Meadows of Aspen Creek II
c. **PP-21-02**: Consider preliminary plat for 33 lots within Meadows of Aspen Creek II
d. **Z-20-09**: Consider rezoning R2 to R1 property within Aspen Creek V

DRAFT

e. PP-20-12: Consider preliminary plat for 56 lots within Aspen Creek V

Mr. David Knopick, Community Development Director presented the items to be considered as well as the process and by-laws of the conducting a public hearing.

APPLICANT PRESENTATION

Judd Claussen of Phelps Engineering presented the proposed plans for single family homes and duplexes in the Aspen Creek neighborhood. He also made comparison of current plans with what had been approved in 2005. Mr.Claussen stated that Phelps Engineering firm is simply trying to finish what had been laid out previously to fit with the newer ordinances.

STAFF PRESENTATION

Mr. Robert Case, Principal Planner, presented the information found in the staff report for both projects Aspen Creek V and the Meadows of Aspen Creek II covering a total of 33.59 acres and consisting of 89 lots. There are 33 duplex lots for 66 dwelling units located within the Meadows of Aspen Creek II, and 56 single-family lots within the proposed Aspen Creek V. The total development will consist of mixed housing types including 56 Suburban detached homes and 33 compact duplexes. An open space is included which will provide walking trails, Frisbee golf and a hammock station.

Historically, the property was annexed into the City in 1996 as part of a larger 158 acres site. It was rezoned to R-1 (single-family) in June of 1996 and then the south section was rezoned to R-2 back in 2001. The Aspen Creek neighborhood is currently a mix of single-family and duplexes in a traditional suburban pattern. The development proposes to utilize a compatible zoning district to the adjacent properties and provide a buffer to the commercial development to the east and south. The change in zoning from R-2 to RP-4 has minimal impact to the neighborhood and aligns with the proposed plat lines. The property has remained undeveloped for 19 years and the proposed change is consistent with the future land use map designation per the applicable sub-area and supports various housing goals and policies of the Comprehensive plan. The applicant is matching the current suburban frontage type with sidewalks on both side of the street to be consistent with both the duplex and single-family homes.

The following deviations were requested by the applicant:

1. 4' sidewalk on both sides of the street in lieu of the standard 5' sidewalk required on one side.
2. Suburban Yard Frontage Type in lieu of the Neighborhood Yard, Terrace or Courtyard.
3. 87% of frontage driveway width instead of the standard access width limits of 30%, 24' max per access point.
4. Proposing 75% Frontage Design as oppose to the standard 0-40% hardscape, with the remainder either landscape or turf. This would allow for the 2 car garage and wider driveway.

Mr. Case stated that the staff is in agreement of the deviations and consistent with the goals of the Comprehensive Plan while providing a mix of housing which can serve a multiple age groups of the Gardner population. The proposed development promotes site and building design, and mitigates potential impacts on adjacent property owners.

PUBLIC HEARING:

Scott Garrie of 28749 W 184th St expressed his concern that the development is surrounded

by C-3 future land use and a park is being squeezed in that does not meet land development code and believes it to be an unsafe park due to its proposed location under the power lines. He would like to know how and where the park impact fees are being used and believes that they need to be re-invested in the Aspen Creek neighborhood. He mentioned concern of increased traffic and stated that the previous developer had considered eliminating the duplexes in previous plans to mitigate the traffic increase. Mr. Garrie requested consideration of zoning the entire area R-1 as well as that proposed open space to follow a trail.

Joey Kramer of 18515 S Mulberry Ct read a letter on behalf of his fiancé and homeowner Stephanie Lentz. Letter is attached.

Gina Huffman of 29101 W 186th St stated her current concern that her grandson is not able to play in the street or along the sidewalks because the traffic is so bad already. When she leaves for work in the mornings it takes her 5 minutes to make a left hand turn onto Gardner Rd from 186th St. she believes that adding more housing in the area is incomprehensible. Her backyard backs up to the proposed park area and she has crawdads in her backyard. She has multiple sump pumps running during rain periods and also has invested in a great deal of storm water diversion in her backyard. She concluded that homes in the area selling for 300k and did not understand how putting low income housing in the neighborhood made sense.

Samson Mulwa of 28999 W 185th St stated he has lived in his home for almost 16 years and is mostly concerned with the increase of traffic and decrease of property value. He would like to know the square footage of the proposed homes to be built and if the homes will be for rent or for sale. He expressed hope that the commissioners would make the right decision.

Cody Grauberger of 18481 S Cherry St stated he agrees with all of the previous statements expressed but his foremost concern is watershed as his property backs up to the proposed development. During heavy rains he has observed the shrubs and vegetation being damaged and pushed back. He is worried that the development will bring more water onto his property as well as neighbors. He is interested in the results of the storm water and traffic impact studies and would like to be assured the areas and intersections be kept clean during the construction phase.

Mauricio Leon of 28967 W 185th St lives in the last house of the block and maintains the empty lot near the field and has voluntarily maintained it over the years. He said that he notices traffic parking at the end of the street and is concerned for increase of traffic as well as property values declining if low income homes are built in the neighborhood. He asked that the commissioner keep safety of the community in mind when choosing to allow low income homes.

Motion was made to close the public hearing by Commissioner Ford and seconded by Commissioner McNeer.
Motion passed 6-0

<u>APPLICANT RESPONSE</u>:

Judd Claussen of Phelps Engineering returned to podium to address questions and concerns from the residents and commissioners. He stated that the plan is to finish off a subdivision that has been vacant for many years with quality homes and that the 7.4 acres would have 8ft wide trails, Frisbee golf and other amenities. He stated that it was not unusual for a park to be under power lines and then referenced the Buffalo Meadows Park in Lenexa that has soccer and

playing fields under power lines. Secondly he stated the sidewalks are to be consistent with what is already there and even though they are 1ft narrower they are on both sides of the street when it is only required to be on one side of the street. This will provide more pedestrian conductivity options for the residents in the subdivision and those who live adjacent to the proposed development. He addressed the storm water concerns next and referenced the utility plan in his previous presentation. A whole new storm sewer system is to be installed with area inlets and underground storm pipes designed to meet the City storm water ordinances. It will be a considerable improvement to the drainage concerns if given the chance to go ahead with development.

COMMISSION DISSCUSSION:

Commissioner Meder asked why the RP-4 designation when R-2 would suit the density because RP-4 also includes congregate living and retirement communities.
Mr. Claussen explained that the type of building is best suited under the RP-4 with consideration of the lot size and building type, although the plan does require the intensity the RP-4 would allow. It was agreed upon by staff that the RP-4 would best fit the building type as oppose to ask for additional deviations. The intention is to continue to build similar type of duplexes already there. Mr. Knopick chimed in to help explain that they are limited to duplexes only because that is what is included in the preliminary plan. The applicant would be required to come before the Planning Commission again with a revised plan to be approved if the any other type of building were to be established. He also stated that lots less than 10,000 square feet were not allowable in R-2 but RP-4 allowed the 8,000 to 9000 square foot lots to build the duplexes. He emphasized it was better to limit the intensity of use in the preliminary plan under RP-4 instead of R-2 with multiple additional deviations.
Commissioner Hansen inquired about the deviations requested to gain a better understanding concerning the sidewalk widths, neighborhood, courtyard and suburban setback types. Mr. Knopick stated the staff felt it would be important to keep sidewalks on both sides of the street to match the current development pattern of the adjacent property, and the chosen setback types follows the same logic as well and works well with the lot size.
Commissioner McNeer asked for clarification if that the developer wanted to make any changes to the current development plan they would indeed need to come back before the commission for approval. He also inquired if the proposed duplexes would be similar to duplexes already in place. Mr. Knopick assured him that the developer is required to re-submit any changes and yes the duplexes are similar to the current ones with some variations of building materials and the 2 car garages.
Commissioner Hamm asked if there was a way in which to create a buffer in the open space area to safety the kids from entering the roadway easily.
Mr. Claussen pointed out there is large hedge row of trees in place between the proposed park area and the interstate, and they have no intention of removing any of the trees.
Mr. Case also stated that a buffer is required between the single family and duplex developments.
Commissioner Hamm then inquired if there are any options to mitigate the traffic impact that the residents expressed concern during public hearing, especially at 186th & Gardner Rd.
Mr. Knopick stated that the traffic impact study had been completed and it may fall on the public works department to help mitigate the impact if it were determined to be necessary. He elaborated on every developer pays an excise tax as part of the process during development to contribute to a fund that's dedicated to major street improvements.
Chairman Boden asked if the expressed concern over water pooling and crawdads on the proposed park area would be addressed.

Mr. Claussen assured that drainage would be improved with grading as well with storm retention area that will be used to improve the drainage before it's released to the south meeting the City of Gardner's storm water quantity and quality requirements.
Mr. Knopick also stated that the developer is responsible to adhere city code and retain the storm water increase and any grading in an easement would have to be approved by the respective utility as well.
Chairman Boden also asked for response about the remarks made about the proposed trails and Frisbee golf station not meeting the Parks Master Plan.
Mr. Knopick explained the comparison of public parks versus the open space requirement for private development. The proposed open space would be operated and maintained by Aspen Creek HOA and not the City of Gardner.
Chairman Boden pointed out the planned New Life Church would be built behind and any other development would be further west. He then asked what the relative square footage would be of the proposed homes.
Mr. Claussen confirmed that the intention was to be of the same square footage of the already developed area and Mr. Knopick then explained the buildings are not subject to any requirement itself but by the setbacks around the perimeter of the property.
Chairman Boden also pointed out that 186th is a wider street and was designed that way to provide traffic to the arterial roads.

Motion made after review of applications Z-21-01, a rezoning of 15.59 acres located at the terminus of 186th Street approximately 2000' east of Gardner Road, parcel ID CF221436-1005, from R-2 (Two-Family Residential) District to RP-4 (Planned Mixed-Density Neighborhood) District, and preliminary development plan PDP-21-01 for Meadows of Aspen Creek II dated February 1, 2021, and staff report dated March 22, 2021, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. **The storm water plan and traffic study shall be approved prior to approval of any final development plan/final plat.**
2. **Revised building elevations and enhanced landscape plans, per staff comments related to the deviation requests, will be submitted with the final development plan/final plat for review and approval.**
3. **The proposed trail within the identified open space shall be a minimum of 8 feet wide.**
4. **Provide a level II landscape buffer between this site and the proposed single-family development to the north.**

Motion by Commissioner McNeer and seconded by Commissioner Ford.

Motion passed 6-0.

Motion made after review of case number PP-21-01, a preliminary plat for the Meadows of Aspen Creek II, Parcel ID CF221436-1005, located at the terminus of 186th Street approximately 2000' east of Gardner Road, a staff report dated March 22, 2021, and a

preliminary plat dated February 1, 2021, the Planning Commission approves the application as proposed, provided the following condition is met:

1. **Approval of a Storm water Management Plan and Traffic Impact Study by the Public Works Department.**

Motion by Commissioner Ford and seconded by McNeer.

Motion passed 6-0.

Motion made after review of application Z-20-09, a rezoning for .12 acres located approximately 450' from the terminus of 185th Street (a portion of Tax ID CF221436-1005) from R-2 District to R-1 District, and staff report dated March 22, 2021, the Planning Commission recommends the Governing Body approve the application.

Motion by Commissioner McNeer and seconded by Ford.

Motion passed 6-0.

Motion made after review of case PP-20-12, a preliminary plat for Aspen Creek V, Tax Id CF221436-1005, located at the terminus of Canton Street approximately 525' south of 183rd Street and preliminary plat dated December 4th, and staff report dated March 22nd, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Approval of a storm water Management Plan and Traffic Impact Study by the Public Works Department.**

Motion by Hansen and seconded by McNeer.

Motion passed 6-0.

DISCUSSION ITEMS

Mr. Knopick announced the items will go to City Council Monday April 19th, 2021 and that is to give time to residents within 200 feet of rezoning the allotted 14 day period to file their protest if they wish.

ADJOURNMENT

Motion to adjourn made Hansen and seconded by Ford.

Motion passed 6-0.

Meeting adjourned at 9:02 p.m.

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 1D**
MEETING DATE: MARCH 22, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: Z-20-09: Rezoning of a portion of Aspen Creek V from R-2 to R-1

PROCESS INFORMATION

Type of Request: Zoning Map Amendment (Rezoning)
Date Received: December 4, 2020

APPLICATION INFORMATION

Applicant: Phelps Engineering, Inc. (Judd Claussen, P.E.)
Owner: Aspen Creek, LLC (Gregory D. Prieb II)
Parcel ID: CF221436-1005
Location: West of Gardner Road approximately 450' from the terminus of 185th Street (a portion of Tax ID CF221436-1005).

REQUESTED ACTION

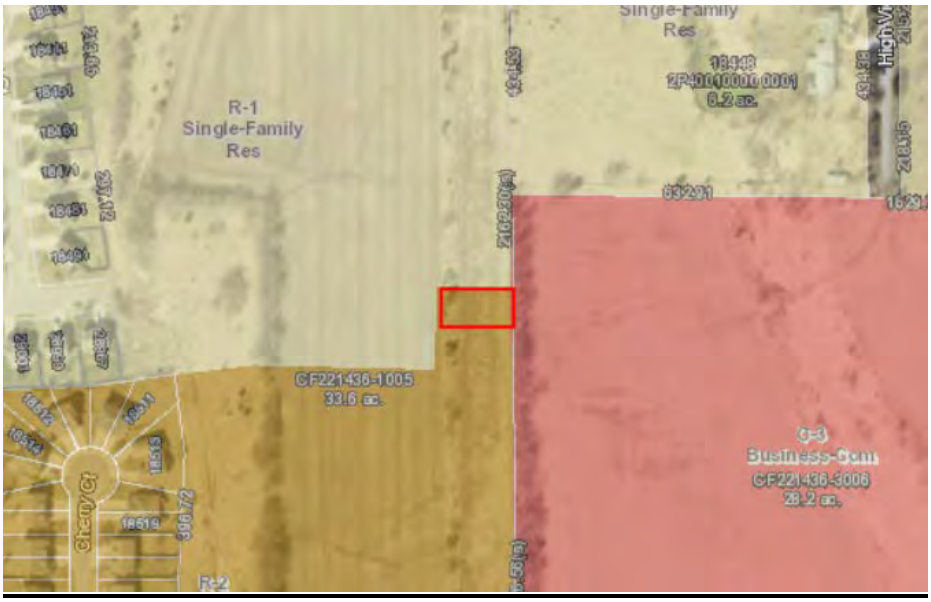
The applicant is requesting the rezoning of .12 acres west of Gardner Road approximately 450' from the terminus of 185th Street from R-2 (Two-Family Residential) District to R-1 (Single-Family Residential) District to clear up the zoning for a lot within the Aspen Creek V a proposed single-family subdivision.

EXISTING ZONING AND LAND USE

The subject property is currently zoned R-2 (Two-Family Residential) District and is current vacant land.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
R-1 (Single-Family Residential) District	Single-family homes in Aspen Creek subdivision
East of subject property	
C-3 (Commercial) District	Vacant land
South of subject property	
R-2 (Two-Family) District	Vacant land
West of subject property	
R-1 (Single-Family Residential) District	Single-family residential in Aspen Creek subdivision



EXISTING CONDITIONS

The property is currently not platted and is unimproved. The development will be accessed from the extensions of two collector streets 185th Street and Canton Street. All utilities are available to the subject parcel.

BACKGROUND / HISTORY

The property was part of a 158 acre annexation presented to the Council on April 1, 1996 per Ordinance 1834 and rezoned to R-1 (Single-family) District (Z-96-02l) on June 17, 1996. The property was then rezoned (Z-01-08) (Ord. 1993) from R-1 (Single-family) District to R-2 (Planned Urban Development) District on June 18, 2001. There were no associated plans submitted with these rezoning petitions.

CONSISTENCY WITH COMPREHENSIVE PLAN

This site is included in the *I-35 & Gardner Road Interchange Subarea Plan ("Subarea Plan")*, which was adopted by reference as part of the *City of Gardner 2014 Comprehensive Plan* by the Governing Body on June 20, 2016 (Ordinance No. 2517) to set specific goals and policies relating to development in portions of the City of Gardner, and areas within Gardner Township considered for future annexation.

The purpose of a subarea plan and the *I-35 & Gardner Road Interchange Subarea Plan* is to outline specific land development goals, policies and recommendations for the planning area, while being consistent with the overall adopted comprehensive plan for the community. The plan is meant to facilitate logical future development while maintaining preferred community character. The following information merges technical analysis with public input and anticipation of market factors to guide future growth.

The subarea plan includes this property in the "Low-Density" Land Use area. The uses recommended within this district are primarily single-dwelling, duplex, and attached dwellings and

compatible non-residential uses, but an emphasis is placed on residential type uses and appropriate accessory uses.

STAFF ANALYSIS - ZONING MAP AMENDMENT

17.03.030 (B) Review Criteria:

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

Staff Comment: *The Aspen Creek neighborhood is currently a mix of single-family and duplex uses in a traditional suburban pattern. This development follows the typical traditional suburban pattern with a street network connects existing residential areas to the east and north.*

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

Staff Comment: *The development proposes to utilize a compatible zoning district to that of the property directly adjacent and west of this site and the buildings are of similar size and scale as the single-family to the west.*

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

Staff Comment: *The property is suited for the uses to which it has been restricted.*

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

Staff Comment: *The removal of the restrictions will not detrimentally affect nearby properties as the request is to a lesser intensity zoning district. The change in zoning will make the property more consistent with the developed and potential uses of the undeveloped property.*

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

Staff Comment: *This property has been vacant even though it was rezoned for a duplex development 19 years ago (2001).*

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

Staff Comment: *This property has long remained undeveloped, and the developer is attempting to bring a mix of housing to the area, while also infilling under-utilized land within our community.*

7. The recommendations of professional staff;

Staff Comment: *Staff recommends approval of the rezoning from R-2 District to R-1 District based on the findings in the staff report.*

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

Staff Comment: *The proposed change is consistent with the I-35 &* Gardner Road Interchange Subarea Plan *which is incorporated by reference into the Comprehensive Plan and the intent statement of the Low-Density Residential* land use category.

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

Staff Comment: *The proposed use would not affect the utilities, infrastructure or public services.*

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

Staff Comment: *No other policies or factors apply to this case.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

Infrastructure for water, sewer, and electric are currently available to this site.

ATTACHMENTS

I. Public notice
II. Application

RECOMMENDATION

Staff recommends approval of the proposed rezoning a portion of land located approximately 450' from the terminus of 185th Street (a portion of Tax ID CF221436-1005) from R-2 District to R-1 District.

Recommended Motion:

After review of application Z-20-09, a rezoning for .12 acres located approximately 450' from the terminus of 185th Street (a portion of Tax ID CF221436-1005) from R-2 District to R-1 District, and staff report dated March 22, 2021, the Planning Commission recommends the Governing Body approve the application.

GARDNER KANSAS

RECEIVED DEC 11 2020 By

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

ZONING MAP AMENDMENT (REZONING) APPLICATION

Pre-App Date _____
Fee $375
File No. Z-20-09

OWNER INFORMATION

Name(s) Aspen Creek, LLC
Contact Gregory D. Prieb II
Address PO Box 4557
City Olathe State KS Zip 66063
Phone 913.780.3399 Email greg@priebhomes.com

APPLICANT/AGENT INFORMATION

Name(s) Phelps Engineering, Inc.
Contact Judd D. Claussen, P.E.
Address 1270 N Winchester
City Olathe State KS Zip 66061
Phone 913-393-1155 Email jclaussen@phelpsengineering.com

SITE INFORMATION

Property Address/Location: 185th & Canton Street (East of Gardner Rd)
Legal Description (Attach If Necessary) Lengthy, see attached.
Total Site Area 0.12 acres m/l
Present Zoning R2 Proposed Zoning R1
Present Land Use agricultural Proposed Land Use Single family residential
Proposed Building Type(s) Detached House, Suburban

Please indicate a reason for the request:
Rezoning needed to adjust for final layout of the subdivision, so that one lot does not have a split zoning on it.

SIGNATURE

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

Signature(s): Judd Claussen, Phelps Engineering, Inc Date 12/11/20
_____ Date _____

GARDNER KANSAS

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
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ZONING MAP AMENDMENT (REZONING) APPLICATION CHECKLIST

APPLICATION SUBMITTAL REQUIREMENTS

Yes	No	
☑	☐	1. Complete application packet
☑	☐	2. Application fee
☑	☐	3. Digital copies (PDF) of the completed application and legal description (Word)
☐	☑	4. Sign posting affidavit This is provided at a later date, prior to the PC hearing.
☐	☑	5. Preliminary Development Plan application and plans (if rezoning to a planned development) Not applicable

Please respond to the following statements:

Anticipated relationship of proposed zoning to economic development or public health, safety and welfare:

Rezoning of this parcel allows for the development of the subdivision such that one of the lots does not have a split zoning on it. The lot development and zoning is consistent with the ~~surrounding development zoning and layouts. There is no harm to the public health, safety, or~~ welfare and by approving allows the development to proceed and is good for the City's economic development, providing housing to residents of the City.

Anticipated impact of proposed zoning/use on existing public infrastructure:

None. The development will be constructing internal public infrastructure to serve the proposed platting.

I hereby submit all information required for rezoning application review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted.

Julie Clemson, Phelps Engineering, Inc. 12/11/20

Signature of Applicant Date

Description (Rezoning from R-2 to R-1)

All that part of the Northwest Quarter of Section 36, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 36; thence N 0°36'10" W, along the East line of the Northwest Quarter of said Section 36, a distance of 1061.92 feet to the point of beginning; thence S 89°23'50" W, a distance of 165.00 feet; thence N 0°36'10" W, a distance of 31.00 feet; thence N 89°23'50" E, a distance of 165.00 feet to a point on the East line of the Northwest Quarter of said Section 36; thence S 0°36'10" E, along the East line of the Northwest Quarter of said Section 36, a distance of 31.00 feet to the point of beginning, containing 0.1174 acres, more or less, of unplatted land.

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by: ***Alliant National Title Insurance Company***

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Alliant National Title Insurance Company, a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; and
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy

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neither reflects the status of Title at the time that t)-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the C ny or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration. ***This paragraph does not apply in the State of Kansas.***

Countersigned:
Alpha Title Guaranty, Inc.
531 N. Mur-Lenpartner
Olathe, KS 66062

BY:_____
Authorized Agent or Officer

ALLIANT NATIONAL TITLE INSURANCE COMPANY

ALLIANT NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL COLORADO

By: _____ President

Attest: _____ Secretary

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ALPHA TITLE GUARANTY, INC

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for Reference Only:
Issuing Agent: Alpha Title Guaranty, Inc.
Issuing Office: 04 - Olathe, KS
Commitment No.: 0420126943
Property Address: 33.58 acres located at 185th and Canton, Gardner, Johnson County, Kansas, 00000 185th and Canton Street, Gardner, KS 66030

SCHEDULE A

1. Commitment Date: **14th day of October, 2020 at 8:00 A.M.**
2. Policy to be issued:

   (a) ☑ 2006 ALTA® Owner's Policy

   Proposed Insured: **Riverstone Realty, Inc.**

   Proposed Policy Amount: **$780,000.00**

   (b) ☑ 2006 ALTA® Loan Policy

   Proposed Insured: TBD

   Proposed Policy Amount: TBD

3. The estate or interest in the Land described or referred to in this Commitment is:

   FEE SIMPLE

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

   Aspen Creek Development, LLC

5. The Land is described as follows:

   SEE ATTACHED EXHIBIT A

Alpha Title Guaranty, Inc.
531 N. Mur-Len
Olathe, KS 66062

By:_____

Authorized Signatory

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **In regards to Aspen Creek Development, LLC, a limited liability company, we require (i) evidence of good standing in the state of said limited liability company's formation, (ii) a copy of its Articles of Organization, (iii) a copy of its Operating Agreement, any amendments thereto and any assignments of membership interest, (iv) written consents signed by the necessary number of members and/or manager necessary under the Operating Agreement to authorize the proposed transaction (v) recording of the proposed Warranty Deed executed by the manager(s) of managing member(s) authorized to sign legal documents under the Operating Agreement.**
6. **Require Certificate of Good Standing for Riverstone Realty, Inc., evidenced by the Secretary of State.**
7. **Properly executed Warranty Deed from Aspen Creek Development, LLC vesting title to the proposed insured.**
8. **Properly executed Mortgage securing the proposed loan.**
9. **No open mortgages/deeds of trust are found filed of record up to our effective date. If a mortgage is to be paid through closing please provide us with all of the information that is currently available as soon as possible. It is the responsibility of all parties to this title commitment who have knowledge of anything omitted from this commitment to provide any available information to The Company immediately upon receipt of this commitment.**
10. **Furnish Lien Affidavit and Statement executed by owners and/or contractors, if any, stating that all bills are paid for labor and/or material which might form the basis for all materialman's lien or mechanic's lien.**
11. **Furnish survey affidavit and hold harmless affidavit, executed and notarized, dated subsequent to the recording of required mortgage and the title policy issued will include survey coverage.**

FOR INFORMATIONAL PURPOSES ONLY:

Tax Year: 2019
Total Tax Amount: $111.45
(General: $111.45; Specials: $0.00)
Status: PAID IN FULL
Parcel ID: CF221436-1005
Mill Levy: .135590

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a line, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. **Building setback lines and easements as shown on recorded in public records.**
8. **Terms and provisions of the Oil and Gas Lease contained in the instrument recorded as Book 6 O&G, Page 93, between Fred Northrup and Alta Northrup, his wife, lessor, and Adolph Thurow, lessee, as described therein.**
9. **Terms and provisions of the Oil and Gas Lease contained in the instrument recorded as Book 114 Misc., Page 383, between Fred W. Northrup and Alta Northrup, husband and wife, lessor, and Gas and Oil Operations, lessee, as described therein.**
10. **Terms and provisions of the Certificate of Appropriation for Beneficial Use of Water, as recorded in Book 6462, Page 791.**
11. **Terms and provisions of the Highway right of way and abutters right of access condemned by the State of Kansas in Johnson County District Court Case No. 23802, as described therein.**

CHAIN OF TITLE:

Deed Type: Corporate Warranty Deed
Grantors: Miller Enterprises, Inc.
Grantees: Aspen Creek Development, LLC
Dated: November 30, 2000
Recorded Date: December 4, 2000
Book 6784, Page 49 Document No. 3185537

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EXHIBIT A

The Northwest Quarter of Section 36, Township 14, South, Range 22 East of the 6th P.M., now in the City of Gardner, Johnson County, Kansas,
EXCEPT all of the East 800.00 feet of the West 1922.00 feet of the North 544.5 feet of the Northwest Quarter of Section 36, Township 14, South, Range 22 East of the 6th P.M., Johnson County, Kansas, except that part in roads; and
EXCEPT that part platted as EVERGREEN PARK and EVERGREEN PARK II;
EXCEPT all that part of the Northwest Quarter of Section 36, Township 14, Range 22 , now in the City of Gardner, Johnson County, Kansas, described as follows: Beginning at the Northwest corner of the Northwest Quarter of said Section 36; thence South 89 degrees 54 minutes 40 seconds East, along the North line of the Northwest Quarter of said Section 36, a distance of 672.01 feet; thence South 0 degrees 42 minutes 41 seconds East, a distance of 378.91 feet; thence South 88 degrees 53 minutes 01 seconds West, a distance of 127.60 feet; thence South 35 degrees 49 minutes 50 seconds West, a distance of 287.53 feet; thence North 54 degrees 10 minutes 10 seconds West, a distance of 265.31 feet; thence North 54 degrees 10 minutes 10 seconds West, a distance of 265.31 feet; thence North 88 degrees 54 minutes 40 seconds West, a distance of 60.01 feet to a point on the West line of the Northwest Quarter of said Section 36; thence North 0 degrees 42 minutes 41 seconds West along the West line of the Northwest Quarter of said Section 36, a distance of 460.00 feet to the point of beginning; and
EXCEPT those parts platted as MEADOWS OF ASPEN CREEK, ASPEN CREEK, ASPEN CREEK II, ASPEN CREEK III and ASPEN CREEK IV.

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ALPHA TITLE GUARANTY, INC

Alliant National Title Insurance Company

PRIVACY POLICY NOTICE

Purpose of Notice:

Alpha Title Guaranty, Inc, respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

CITY OF GARDNER, KANSAS
*** CUSTOMER RECEIPT ***

Batch ID: GAKSCOM 12/14/20 01 Receipt no: 90446

Type	SvcCd	Description	Amount
ZS		FEES-ZONING & SUBDIVISION	
	Qty	1.00	$375.00

Z-20-09 ASPEN CRK
Trans number: 1710549

Tender detail
CK Ref#: 2466 $375.00
Total tendered: $375.00
Total payment: $375.00

Trans date: 12/14/20 Time: 14:44:21

*** THANK YOU FOR YOUR PAYMENT ***

The Legal Record
1701 E. Cedar St., Ste. 111
Olathe, KS 66062-1775
(913) 780-5790

CITY OF GARDNER
120 E MAIN ST
GARDNER KS 66030-1310

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS; Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

HEARING - PLANNING COMMISSION, MARCH 22, 2021
3/2/21

Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

March 2, 2021

Penny Knight

Notary Public

PENNY KNIGHT
Notary Public-State of Kansas
My Appt. Expires Dec. 31, 2021

First published in The Legal Record, Tuesday, March 2, 2021.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission of Gardner, Kansas will hold a Public Hearing on Monday, March 22, 2021 at 7:00 pm in the Council Chambers of City Hall, 120 E. Main Street in consideration of the following item to-wit:

CASE NO. Z-21-01(PDP-21-01)

A proposed rezoning of approximately 17.59 acres from R-2 (Two-Family) District to RP-4 (Mixed Density Neighborhood) District and associated preliminary development plan for Meadows of Aspen Creek II, a 33 lot/66 unit duplex community, located east of Gardner Road at the terminus of 186th Street. (a portion of Tax ID CF221436-1005)

CASE NO. Z-20-09

A proposed rezoning of approximately 0.12 acres from R-2 (Two-Family) District to R-1 (Single Family Residential) District for Aspen Creek V, a single family residential development, located west of Gardner Road approximately at the terminus of 185th Street. (a portion of Tax ID CF221436-1005)

All persons interested in said matter shall be heard at this time for the public record. For additional information regarding these applications and detailed descriptions, contact the Business & Economic Development Department, 913-856-0974, 120 E Main Street, Gardner, Kansas
3/2

L89766
Publication Fees: $13.44

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 3

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: ROBERT CASE, COMM. DEV. PRINCIPAL PLANNER

Agenda Item: Consider adopting an ordinance approving a rezoning from R-2 District to RP-4 District; and consider approving the associated Preliminary Development Plan for Meadows of Aspen Creek II

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:
After review of applications Z-21-01 and staff report dated March 22, 2021, Planning Commission recommends the Governing Body approve the applications for a rezoning of 15.59 acres located at the terminus of 186th Street approximately 2000' east of Gardner Road, parcel ID CF221436-1005, from R-2 (Two-Family Residential) District to RP-4 (Planned Mixed-Density Neighborhood) District, and preliminary development plan PDP-21-01 for Meadows of Aspen Creek II dated February 1, 2021, subject to the following conditions:

1. The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.
2. Revised building elevations and enhanced landscape plans, per staff comments related to the deviation requests, will be submitted with the final development plan/final plat for review and approval.
3. The proposed trail within the identified open space shall be a minimum of 8 feet wide.
4. Provide a level II landscape buffer between this site and the proposed single-family development to the north.

Staff Recommendation:
Staff recommends approval of the rezoning and associated preliminary development plan and recommended the Planning Commission forward the recommendation for approval to the Governing Body.

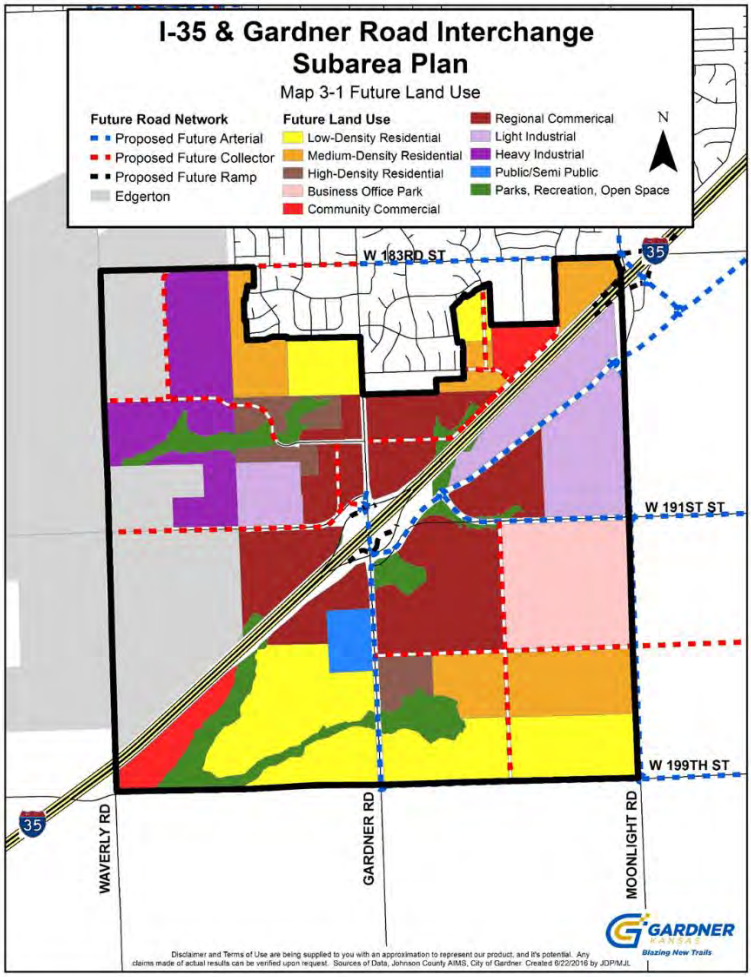
Background/Description of Item:
The property was part of a 158 acre annexation presented to the Council on April 1, 1996, per Ordinance 1834, and rezoned to R-1 (Single-family) District (Z-96-02l) on June 17, 1996. The property was then rezoned (Z-01-08; Ord. 1993) from R-1 (Single-family) District to R-2 (Planned Urban Development) District on June 18, 2001. There were no associated plans submitted with these rezoning petitions.

This site is included in the *I-35 & Gardner Road Interchange Subarea Plan ("Subarea Plan")*, which was adopted by reference as part of the *City of Gardner 2014 Comprehensive Plan* by the Governing Body on June 20, 2016 (Ordinance No. 2517) to set specific goals and policies relating to development in portions of the City of Gardner, and areas within Gardner Township considered for future annexation.

The purpose of a subarea plan and the *I-35 & Gardner Road Interchange Subarea Plan* is to outline specific land development goals, policies and recommendations for the planning area, while being consistent with the overall adopted comprehensive plan for the community. The plan is meant to facilitate logical future development while maintaining preferred community character. The information merges technical analysis with public input and anticipation of market factors to guide future growth.

The subarea plan includes this property in the "Medium-Density" Land Use area, which is described as:

> "The intent of the medium-density residential use is to allow for mainly single-family and duplex residential options. The medium-density residential use is intended to take the form of small lot, detached or attached, cluster type housing, or small scale multi-dwelling structures, such as two-story, 4-6-plexes, rather than large-scale apartment type development with an emphasis on walkability."



The proposed zoning district is consistent with the Medium Density Residential future land use description. This planned development meets other Comprehensive Plan goals, and is supported by data in other plans, as follows:

1. One of the core themes of the Comprehensive Plan is Housing Variety to support on-going investment in housing and attract new residents. The Housing Variety goal is intended to

ensure that the housing stock responds to a variety of users, including young professionals, new families, empty-nesters and seniors in need of assistance. Providing a range of options allows support for all income levels to move toward home ownership. Specifically the housing objectives that are addressed by this development include:

- encourage the development of housing and support services to allow seniors to age in place;
- promote infill residential development within incomplete subdivisions;

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

The Planning Commission recommended approval of the rezoning and preliminary development plan with conditions by a vote of 6-0.

ACTIONS

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

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

Financial Impact:

None at this time.

Attachments included:

- Vicinity Map
- Ordinance No. 2699
- Preliminary development plan document
- March 22, 2021 draft Planning Commission minutes excerpt
- Planning Commission packet

Suggested Motion:
Accept the recommendation of the Planning Commission and approve Ordinance No. 2699, an ordinance changing the zoning classifications or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

VICINITY MAP – MEADOWS OF ASPEN CREEK II

ORDINANCE NO. 2699

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

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

SECTION ONE: That having received a recommendation from the Planning Commission on March 22, 2021, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located at the terminus of 186th Street approximately 2000' east of Gardner Road shall hereafter have a zoning classification of RP-4 (Mixed-Density Neighborhood) District in accordance with preliminary development plan PDP-21-01 for the Meadows of Aspen Creek II dated February 1, 2021.

CASE NO. Z-21-01(PDP-21-01)

Rezoning from R-2 (Two-Family) Districts to RP-4 (Mixed-Density Neighborhood) District:

Legal Description:

All that part of the Northwest Quarter of Section 36, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 36; thence N 89°48'56" W, along the South line of the Northwest Quarter of said Section 36, a distance of 1163.24 feet; thence N 0°09'42" W, a distance of 258.97 feet to the Southeast plat corner of ASPEN CREEK and the Southwest plat corner of MEADOWS OF ASPEN CREEK, both being platted subdivisions of land in the City of Gardner, Johnson County, Kansas; thence N 89°50'18" E, along the South plat line of said MEADOWS OF ASPEN CREEK, a distance of 560.00 feet to the Southeast plat corner of said MEADOWS OF ASPEN CREEK; thence along the Easterly plat line of said MEADOWS OF ASPEN CREEK, for the following four (4) courses; thence N 0°09'42" W, a distance of 211.00 feet to a point on the North right-of-way line of 186th Street, as now established; thence S 89°50'18" W, along the North right-of-way line of said 186th Street, a distance of 6.31 feet; thence N 2°37'51" E, a distance of 396.72 feet; thence N 7°10'17" W, a distance of 141.45 feet to the Northeast plat corner of said MEADOWS OF ASPEN CREEK, said point also being on the South plat line of ASPEN CREEK V, a platted subdivision of land in the City of Gardner, Johnson County, Kansas; thence along the South plat line of said ASPEN CREEK V, for the following four (4) courses; thence N 81°21'52" E, a distance of 140.52 feet; thence N 89°23'50" E, a distance of 295.50 feet; thence N 0°36'10" W, a distance of 24.00 feet; thence N 89°23'50" E, a distance of 165.00 feet to the Southeast plat corner of said ASPEN CREEK V, said point also being on the East line of the Northwest Quarter of said Section 36; thence S 0°36'10" E, along the East line of said Section 36, a distance of 1061.92 feet to the point of beginning, containing 17.5889 acres, more or less, of unplatted land.

SECTION TWO: That upon the taking effect of this Ordinance, the above zoning changes shall be incorporated and shown on the Zoning District Map previously adopted by reference, and

said Zoning District Map is hereby reincorporated as a part of the Land Development Code as amended.

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

PASSED by the Governing Body this 19th day of April, 2021.

SIGNED by the Mayor this 19th day of April, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

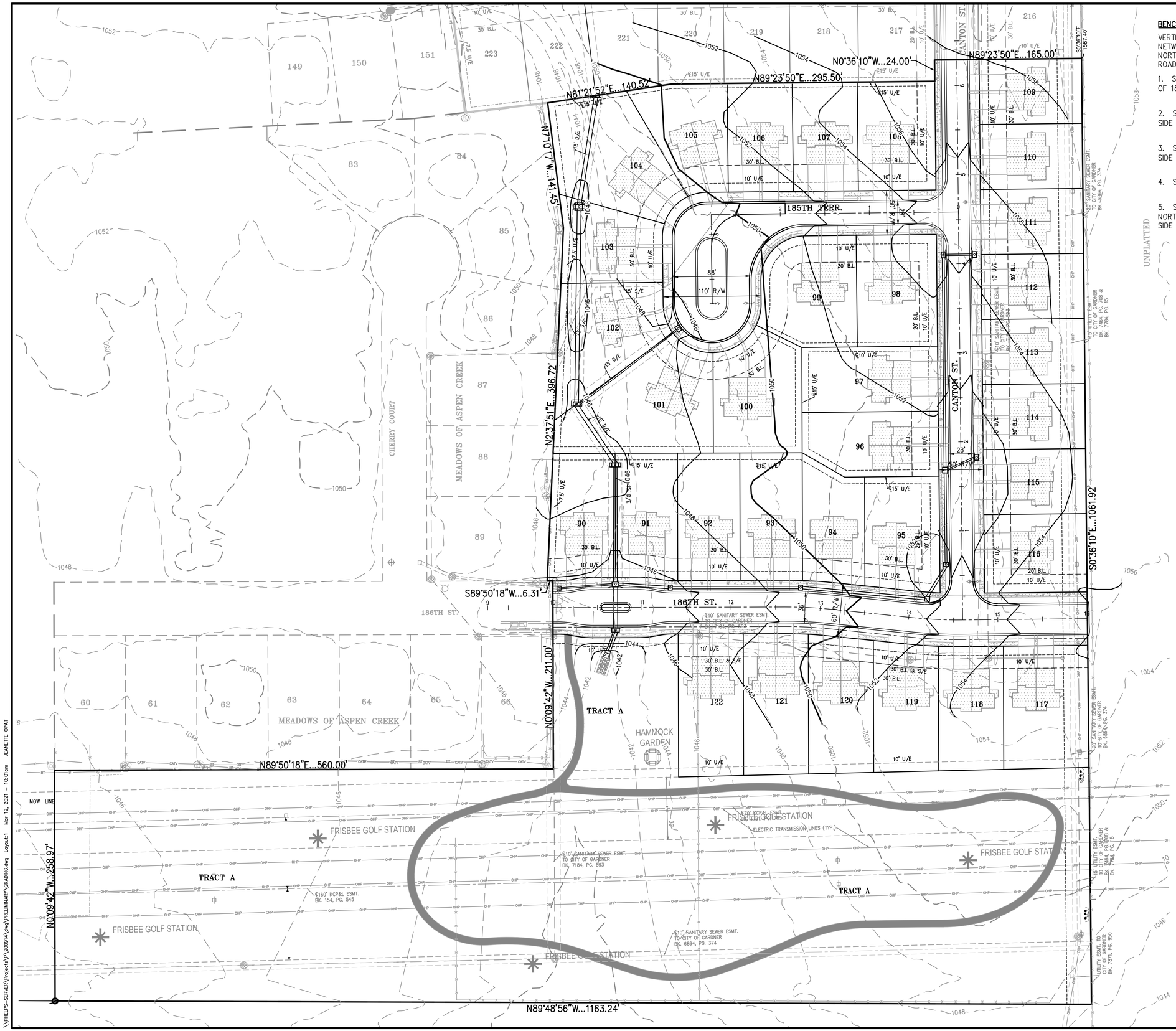
Attest:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

(Case No. Z-21-01(PDP-21-01))



BENCHMARK:

VERTICAL DATUM = NAVD88 BASED ON JOHNSON COUNTY CONTROL NETWORK BM#1106 BERNSTEN ALUM. DISK STAMPED 1106 ON EAST END OF NORTH HEADWALL RCB 0.05 MILES EAST OF INTERSECTION OF GARDNER ROAD AND 191ST STREET. ELEVATION = 1025.79

1. SET "□" CUT IN CENTER FRONT FACE OF CURB INLET ON NORTH SIDE OF 185TH STREET.
   ELEVATION = 1049.32
2. SET "□" CUT SOUTHEAST CORNER END OF CONCRETE SIDEWALK NORTH SIDE OF 186TH STREET.
   ELEVATION = 1045.42
3. SET "□" CUT SOUTHEAST CORNER END OF CONCRETE SIDEWALK WEST SIDE OF 184TH TERRACE.
   ELEVATION = 1060.00
4. SET "+" CUT ON EAST FACE OF TOP RING FIRE HYDRANT.
   ELEVATION = 1069.77
5. SET "□" CUT IN CENTER FRONT FACE OF CURB INLET AT THE NORTHWEST QUADRANT OF THE INTERSECTION OF 186TH STREET AND WEST SIDE CHERRY COURT.
   ELEVATION = 1045.93

N

SCALE: 1"=50'

0' 50' 100'

PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax: (913) 393-1156
www.phelpsengineering.com

PLANNING
ENGINEERING
IMPLEMENTATION

GRADING PLAN

MEADOWS OF ASPEN CREEK II
GARDNER, KANSAS
PRELIMINARY PLANS

No.	Date	Revisions:	By	App.
1	3-9-21	REVISED PER CITY COMMENTS	JMO	DEU

PROJECT NO. 200914
DATE: 2-1-2021 | DRAWN: JMO
CHECKED: ALN | APPROVED: DEU

CERTIFICATE OF AUTHORIZATION
KANSAS
ENGINEERING - E-901
LAND SURVEYING - LS-82

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007000938

SHEET
02

\\PHELPS-SERVER\Projects\P\200914\dwg\PRELIMINARY\GRADING.dwg Layout:1 Mar 12, 2021 - 10:01am JEANETTE OPAT

PLANNING COMMISSION MEETING
City of Gardner, Kansas
Council Chambers, City Hall
Monday March 22, 2021, 7:00 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:00 p.m. on Monday March 22, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ford
Commissioner Ham
Commissioner Meder
Commissioner McNeer
Commissioner Hansen

Staff members present:
Robert Case, Chief Planner
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant

There were multiple members of the public in attendance.

CONSENT AGENDA

1. Approval of the minutes as written for the meeting on February 22, 2021.

Motion made by Commissioner McNeer to approve the minutes, seconded by Commissioner Ford.
Motion passed 6-0.

REGULAR AGENDA

1. **Conduct public hearing for and consider multiple applications related to Aspen Creek development**.

a. **Z-21-01**: Consider rezoning R2 to RP4 within Meadows of Aspen Creek II
b. **PDP-21-01**: Consider preliminary development plan for duplexes within Meadows of Aspen Creek II
c. **PP-21-02**: Consider preliminary plat for 33 lots within Meadows of Aspen Creek II
d. **Z-20-09**: Consider rezoning R2 to R1 property within Aspen Creek V

DRAFT

e. PP-20-12: Consider preliminary plat for 56 lots within Aspen Creek V

Mr. David Knopick, Community Development Director presented the items to be considered as well as the process and by-laws of the conducting a public hearing.

APPLICANT PRESENTATION

Judd Claussen of Phelps Engineering presented the proposed plans for single family homes and duplexes in the Aspen Creek neighborhood. He also made comparison of current plans with what had been approved in 2005. Mr.Claussen stated that Phelps Engineering firm is simply trying to finish what had been laid out previously to fit with the newer ordinances.

STAFF PRESENTATION

Mr. Robert Case, Principal Planner, presented the information found in the staff report for both projects Aspen Creek V and the Meadows of Aspen Creek II covering a total of 33.59 acres and consisting of 89 lots. There are 33 duplex lots for 66 dwelling units located within the Meadows of Aspen Creek II, and 56 single-family lots within the proposed Aspen Creek V. The total development will consist of mixed housing types including 56 Suburban detached homes and 33 compact duplexes. An open space is included which will provide walking trails, Frisbee golf and a hammock station.

Historically, the property was annexed into the City in 1996 as part of a larger 158 acres site. It was rezoned to R-1 (single-family) in June of 1996 and then the south section was rezoned to R-2 back in 2001. The Aspen Creek neighborhood is currently a mix of single-family and duplexes in a traditional suburban pattern. The development proposes to utilize a compatible zoning district to the adjacent properties and provide a buffer to the commercial development to the east and south. The change in zoning from R-2 to RP-4 has minimal impact to the neighborhood and aligns with the proposed plat lines. The property has remained undeveloped for 19 years and the proposed change is consistent with the future land use map designation per the applicable sub-area and supports various housing goals and policies of the Comprehensive plan. The applicant is matching the current suburban frontage type with sidewalks on both side of the street to be consistent with both the duplex and single-family homes.

The following deviations were requested by the applicant:

1. 4' sidewalk on both sides of the street in lieu of the standard 5' sidewalk required on one side.
2. Suburban Yard Frontage Type in lieu of the Neighborhood Yard, Terrace or Courtyard.
3. 87% of frontage driveway width instead of the standard access width limits of 30%, 24' max per access point.
4. Proposing 75% Frontage Design as oppose to the standard 0-40% hardscape, with the remainder either landscape or turf. This would allow for the 2 car garage and wider driveway.

Mr. Case stated that the staff is in agreement of the deviations and consistent with the goals of the Comprehensive Plan while providing a mix of housing which can serve a multiple age groups of the Gardner population. The proposed development promotes site and building design, and mitigates potential impacts on adjacent property owners.

PUBLIC HEARING:

Scott Garrie of 28749 W 184th St expressed his concern that the development is surrounded

by C-3 future land use and a park is being squeezed in that does not meet land development code and believes it to be an unsafe park due to its proposed location under the power lines. He would like to know how and where the park impact fees are being used and believes that they need to be re-invested in the Aspen Creek neighborhood. He mentioned concern of increased traffic and stated that the previous developer had considered eliminating the duplexes in previous plans to mitigate the traffic increase. Mr. Garrie requested consideration of zoning the entire area R-1 as well as that proposed open space to follow a trail.

Joey Kramer of 18515 S Mulberry Ct read a letter on behalf of his fiancé and homeowner Stephanie Lentz. Letter is attached.

Gina Huffman of 29101 W 186th St stated her current concern that her grandson is not able to play in the street or along the sidewalks because the traffic is so bad already. When she leaves for work in the mornings it takes her 5 minutes to make a left hand turn onto Gardner Rd from 186th St. she believes that adding more housing in the area is incomprehensible. Her backyard backs up to the proposed park area and she has crawdads in her backyard. She has multiple sump pumps running during rain periods and also has invested in a great deal of storm water diversion in her backyard. She concluded that homes in the area selling for 300k and did not understand how putting low income housing in the neighborhood made sense.

Samson Mulwa of 28999 W 185th St stated he has lived in his home for almost 16 years and is mostly concerned with the increase of traffic and decrease of property value. He would like to know the square footage of the proposed homes to be built and if the homes will be for rent or for sale. He expressed hope that the commissioners would make the right decision.

Cody Grauberger of 18481 S Cherry St stated he agrees with all of the previous statements expressed but his foremost concern is watershed as his property backs up to the proposed development. During heavy rains he has observed the shrubs and vegetation being damaged and pushed back. He is worried that the development will bring more water onto his property as well as neighbors. He is interested in the results of the storm water and traffic impact studies and would like to be assured the areas and intersections be kept clean during the construction phase.

Mauricio Leon of 28967 W 185th St lives in the last house of the block and maintains the empty lot near the field and has voluntarily maintained it over the years. He said that he notices traffic parking at the end of the street and is concerned for increase of traffic as well as property values declining if low income homes are built in the neighborhood. He asked that the commissioner keep safety of the community in mind when choosing to allow low income homes.

Motion was made to close the public hearing by Commissioner Ford and seconded by Commissioner McNeer.
Motion passed 6-0

<u>APPLICANT RESPONSE</u>:

Judd Claussen of Phelps Engineering returned to podium to address questions and concerns from the residents and commissioners. He stated that the plan is to finish off a subdivision that has been vacant for many years with quality homes and that the 7.4 acres would have 8ft wide trails, Frisbee golf and other amenities. He stated that it was not unusual for a park to be under power lines and then referenced the Buffalo Meadows Park in Lenexa that has soccer and

playing fields under power lines. Secondly he stated the sidewalks are to be consistent with what is already there and even though they are 1ft narrower they are on both sides of the street when it is only required to be on one side of the street. This will provide more pedestrian conductivity options for the residents in the subdivision and those who live adjacent to the proposed development. He addressed the storm water concerns next and referenced the utility plan in his previous presentation. A whole new storm sewer system is to be installed with area inlets and underground storm pipes designed to meet the City storm water ordinances. It will be a considerable improvement to the drainage concerns if given the chance to go ahead with development.

COMMISSION DISSCUSSION:

Commissioner Meder asked why the RP-4 designation when R-2 would suit the density because RP-4 also includes congregate living and retirement communities.
Mr. Claussen explained that the type of building is best suited under the RP-4 with consideration of the lot size and building type, although the plan does require the intensity the RP-4 would allow. It was agreed upon by staff that the RP-4 would best fit the building type as oppose to ask for additional deviations. The intention is to continue to build similar type of duplexes already there. Mr. Knopick chimed in to help explain that they are limited to duplexes only because that is what is included in the preliminary plan. The applicant would be required to come before the Planning Commission again with a revised plan to be approved if the any other type of building were to be established. He also stated that lots less than 10,000 square feet were not allowable in R-2 but RP-4 allowed the 8,000 to 9000 square foot lots to build the duplexes. He emphasized it was better to limit the intensity of use in the preliminary plan under RP-4 instead of R-2 with multiple additional deviations.
Commissioner Hansen inquired about the deviations requested to gain a better understanding concerning the sidewalk widths, neighborhood, courtyard and suburban setback types. Mr. Knopick stated the staff felt it would be important to keep sidewalks on both sides of the street to match the current development pattern of the adjacent property, and the chosen setback types follows the same logic as well and works well with the lot size.
Commissioner McNeer asked for clarification if that the developer wanted to make any changes to the current development plan they would indeed need to come back before the commission for approval. He also inquired if the proposed duplexes would be similar to duplexes already in place. Mr. Knopick assured him that the developer is required to re-submit any changes and yes the duplexes are similar to the current ones with some variations of building materials and the 2 car garages.
Commissioner Hamm asked if there was a way in which to create a buffer in the open space area to safety the kids from entering the roadway easily.
Mr. Claussen pointed out there is large hedge row of trees in place between the proposed park area and the interstate, and they have no intention of removing any of the trees.
Mr. Case also stated that a buffer is required between the single family and duplex developments.
Commissioner Hamm then inquired if there are any options to mitigate the traffic impact that the residents expressed concern during public hearing, especially at 186th & Gardner Rd.
Mr. Knopick stated that the traffic impact study had been completed and it may fall on the public works department to help mitigate the impact if it were determined to be necessary. He elaborated on every developer pays an excise tax as part of the process during development to contribute to a fund that's dedicated to major street improvements.
Chairman Boden asked if the expressed concern over water pooling and crawdads on the proposed park area would be addressed.

Mr. Claussen assured that drainage would be improved with grading as well with storm retention area that will be used to improve the drainage before it's released to the south meeting the City of Gardner's storm water quantity and quality requirements.
Mr. Knopick also stated that the developer is responsible to adhere city code and retain the storm water increase and any grading in an easement would have to be approved by the respective utility as well.
Chairman Boden also asked for response about the remarks made about the proposed trails and Frisbee golf station not meeting the Parks Master Plan.
Mr. Knopick explained the comparison of public parks versus the open space requirement for private development. The proposed open space would be operated and maintained by Aspen Creek HOA and not the City of Gardner.
Chairman Boden pointed out the planned New Life Church would be built behind and any other development would be further west. He then asked what the relative square footage would be of the proposed homes.
Mr. Claussen confirmed that the intention was to be of the same square footage of the already developed area and Mr. Knopick then explained the buildings are not subject to any requirement itself but by the setbacks around the perimeter of the property.
Chairman Boden also pointed out that 186th is a wider street and was designed that way to provide traffic to the arterial roads.

Motion made after review of applications Z-21-01, a rezoning of 15.59 acres located at the terminus of 186th Street approximately 2000' east of Gardner Road, parcel ID CF221436-1005, from R-2 (Two-Family Residential) District to RP-4 (Planned Mixed-Density Neighborhood) District, and preliminary development plan PDP-21-01 for Meadows of Aspen Creek II dated February 1, 2021, and staff report dated March 22, 2021, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. **The storm water plan and traffic study shall be approved prior to approval of any final development plan/final plat.**
2. **Revised building elevations and enhanced landscape plans, per staff comments related to the deviation requests, will be submitted with the final development plan/final plat for review and approval.**
3. **The proposed trail within the identified open space shall be a minimum of 8 feet wide.**
4. **Provide a level II landscape buffer between this site and the proposed single-family development to the north.**

Motion by Commissioner McNeer and seconded by Commissioner Ford.

Motion passed 6-0.

Motion made after review of case number PP-21-01, a preliminary plat for the Meadows of Aspen Creek II, Parcel ID CF221436-1005, located at the terminus of 186th Street approximately 2000' east of Gardner Road, a staff report dated March 22, 2021, and a

preliminary plat dated February 1, 2021, the Planning Commission approves the application as proposed, provided the following condition is met:

1. **Approval of a Storm water Management Plan and Traffic Impact Study by the Public Works Department.**

Motion by Commissioner Ford and seconded by McNeer.

Motion passed 6-0.

Motion made after review of application Z-20-09, a rezoning for .12 acres located approximately 450' from the terminus of 185th Street (a portion of Tax ID CF221436-1005) from R-2 District to R-1 District, and staff report dated March 22, 2021, the Planning Commission recommends the Governing Body approve the application.

Motion by Commissioner McNeer and seconded by Ford.

Motion passed 6-0.

Motion made after review of case PP-20-12, a preliminary plat for Aspen Creek V, Tax Id CF221436-1005, located at the terminus of Canton Street approximately 525' south of 183rd Street and preliminary plat dated December 4th, and staff report dated March 22nd, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Approval of a storm water Management Plan and Traffic Impact Study by the Public Works Department.**

Motion by Hansen and seconded by McNeer.

Motion passed 6-0.

DISCUSSION ITEMS

Mr. Knopick announced the items will go to City Council Monday April 19th, 2021 and that is to give time to residents within 200 feet of rezoning the allotted 14 day period to file their protest if they wish.

ADJOURNMENT

Motion to adjourn made Hansen and seconded by Ford.

Motion passed 6-0.

Meeting adjourned at 9:02 p.m.

PLANNING COMMISSION STAFF REPORT — REGULAR AGENDA ITEM NO. 1A & 1B
MEETING DATE: MARCH 22, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: Z-21-01 Rezoning, PDP-21-01 Preliminary Development Plan and for Meadows of Aspen Creek II

PROCESS INFORMATION

Type of Request: Zoning Map Amendment, Preliminary Development Plan and Preliminary Plat

Date Received: February 1, 2021

APPLICATION INFORMATION

Applicant: Phelps Engineering, Inc. (Judd D. Claussen, P.E.)
Owner: Aspen Creek, LLC (Gregory D. Prieb II)
Parcel ID: CF221422-4007
Location: North of W 174th Street along the east side of Kill Creek Rd.

REQUESTED ACTION

Hold a public hearing on and consider a request to rezone 14 acres from R-2 (Two-Family Residential) to RP-4 (Mixed-Density Neighborhood) District; and consider approval of the associated Preliminary Development Plan containing 66 dwelling units on 33 lots.

EXISTING ZONING AND LAND USE

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

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
R-1 (Single-Family Residential) District	Vacant land / Proposed single-family homes in future Aspen Creek subdivision
East of subject property	
C-3 (Commercial) District	Vacant land
South of subject property	
C-3 (Commercial) District	Vacant Land
West of subject property	
R-2 (Two-family) District	Meadows of Aspen Creek duplex development

EXISTING CONDITIONS

The property is currently not platted and is unimproved. The development will be accessed from existing collector streets 186th Street and Canton Street. All utilities are available to the subject parcel.

BACKGROUND / HISTORY

The property was part of a 158 acre annexation presented to the Council on April 1, 1996 per Ordinance 1834 and rezoned to R-1 (Single-family) District (Z-96-02l) on June 17, 1996. The property was then rezoned (Z-01-08) (Ord. 1993) from R-1 (Single-family) District to R-2 (Planned Urban Development) District on June 18, 2001. There were no associated plans submitted with these rezoning petitions.

DEVELOPMENT PLAN HIGHLIGHTS

The development plan includes 33 lots totaling 7.97 acres, 2.18 acres of right-of-way, and 7.43 acres of open space for a total of 17.59 acres. There are a total of 66 dwelling units designed for the Compact Duplex building type. The street type is Local–Standard and Local–Collector, and the Open and Civic Space type is Park/Trail with a walking trail, Frisbee golf stations and hammock station. The proposed frontage type is Suburban Yard.

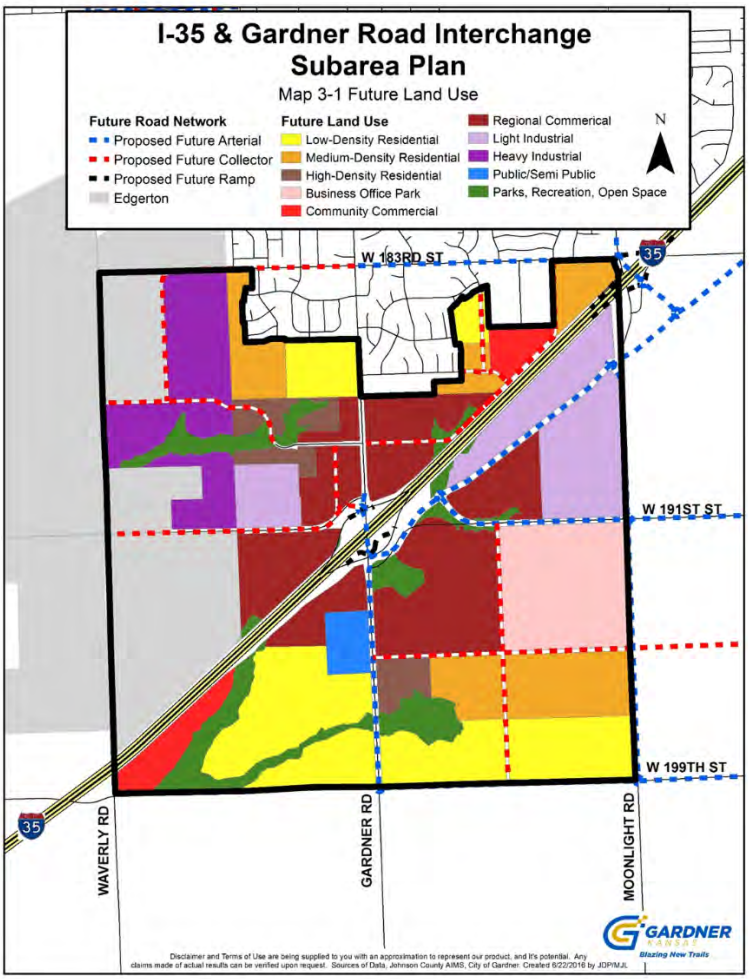
CONSISTENCY WITH COMPREHENSIVE PLAN

This site is included in the *I-35 & Gardner Road Interchange Subarea Plan ("Subarea Plan")*, which was adopted by reference as part of the *City of Gardner 2014 Comprehensive Plan* by the Governing Body on June 20, 2016 (Ordinance No. 2517) to set specific goals and policies relating to development in portions of the City of Gardner, and areas within Gardner Township considered for future annexation.

The purpose of a subarea plan and the *I-35 & Gardner Road Interchange Subarea Plan* is to outline specific land development goals, policies and recommendations for the planning area, while being consistent with the overall adopted comprehensive plan for the community. The plan is meant to facilitate logical future development while maintaining preferred community character. The following information merges technical analysis with public input and anticipation of market factors to guide future growth.

The subarea plan includes this property in the "Medium-Density" Land Use area, which is described as:

> "The intent of the medium-density residential use is to allow for mainly single-family and duplex residential options. The medium-density residential use is intended to take the form of small lot, detached or attached, cluster type housing, or small scale multi-dwelling structures, such as two-story, 4-6-plexes, rather than large-scale apartment type development with an emphasis on walkability."



The proposed zoning district is consistent with the Medium Density Residential future land use description, this planned development meets other Comprehensive Plan goals, and is supported by data in other plans, as follows:

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

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

3. The *Gardner Main Street Corridor Plan Market Analysis* includes the following information that shows how the proposed development can assist in meeting identified needs:
   - Much of Gardner’s growth since 2000 has been driven by young families looking for more affordable housing options.
   - Since the Great Recession of 2008, a higher percentage of households and families are renting rather than purchasing their homes. From 2010 to 2015, the number of owner-occupied housing units dropped from a high of 72 percent to 64 percent and, as a corollary, the number of renter-occupied units increased from 21 percent to 30 percent.
   - Demand for renter-occupied housing has overwhelmingly been driven by households with an income range between $35,000 and $50,000. This housing demand could continue into the foreseeable future as this income range corresponds with estimates of the income earning potential of workers at LPKC and the New Century AirCenter. Moreover, households with this income range are largely priced-out of the homeownership market in Gardner.
   - Low Income Housing Tax Credits (LIHTC) financing is one promising potential source of gap financing for housing. Importantly, the income ranges of households showing the highest demand for renter-occupied housing fall between 50 percent and 80 percent of the U.S. Housing and Urban Development (HUD) defined area median income, and thus, these households would qualify for the program.
   - At a rent level of $1,150 per month, a household would need to earn approximately $3,800 per month or $45,600 a year in order to only pay 30 percent of their income in housing costs – a number that most housing advocates generally consider as affordable for most households.

STAFF ANALYSIS – ZONING MAP AMENDMENT

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

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

17.03.030 (B) Review Criteria:

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

Staff Comment: *The Aspen Creek neighborhood is currently a mix of single-family and duplex uses in a traditional suburban pattern. This development follows the typical traditional suburban pattern with a street network connects existing residential areas to the east and north. The proposed duplex buildings have a comparable building footprint with the existing duplexes to the west and will provide a level II landscape buffer with the proposed single-family to the north. This development supports infill residential uses. The development also preserves the continuation of the neighborhood sidewalk network.*

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

Staff Comment: *The development proposes to utilize a compatible zoning district to that of the property directly adjacent and west of this site and the buildings are of similar size and scale as the duplexes to the west.*

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

Staff Comment: *The property is suited for the uses to which it has been restricted.*

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

Staff Comment: *The change in zoning from R-2 to RP-4 has minimal impact, especially considering information as previously presented.*

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

Staff Comment: *The property has remained vacant even though it was rezoned for a duplex development 19 years ago (2001).*

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

Staff Comment: *This property has long remained undeveloped, and this developer is attempting to bring additional workforce housing to the City of Gardner. This kind of housing is in demand and consistent with housing needs for people working in nearby job centers.*

7. The recommendations of professional staff;

Staff Comment: *See recommendation at the end of this report.*

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

Staff Comment: *The proposed change is consistent with the future land use map designation per the applicable sub-area plan and the proposal supports various housing goals and policies of the Comprehensive Plan, and addresses conditions as presented in the Market Analysis, as stated previously. The intent statement of the R-4 Mixed Density Neighborhood District is to provide* a wide range of residential housing types in a compact, walkable neighborhood setting in close proximity to walkable destinations, and where a well-designed public realm integrates a variety of building types through a consistent neighborhood character.

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

Staff Comment: *The proposed development will provide the necessary utilities and road infrastructure to serve the development. The proposed development provides for a walkable environment via the continuation of the existing neighborhood's sidewalk network connecting to the Gardner Road Trail. Staff finds this criteria is met provided that the stormwater management plan and traffic study are approved. This will be condition of approval.*

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

Staff Comment: *Population trends indicate smaller household and family size and a demand for rental properties and the planned housing type and ownership structure appears to be in line with these trends. It is anticipated that this development will provide an additional housing option and improve the ability of residents to live close to the many jobs that are being created in areas in and around Gardner.*

STAFF ANALYSIS – PRELIMINARY DEVELOPMENT PLAN

This application is for a planned zoning district. Departures from the standards associated with all zoning districts may be considered through planned zoning, and approved provided they are based upon a comprehensive and well-integrated development plan for the area. The development standards for planned zoning shall be those of the most comparable base zoning district (R-4 in this case), except as specifically modified and noted on a development plan accompanying a planned zoning proposal. Departures from standards may specifically propose standards that differ from this Code (such as performance standards, building types, frontage types, site design and landscape, parking quantity and design). Following the review criteria, the proposed deviations are presented, including applicant and staff comment, for Planning Commission consideration.

17.03.040 (C) Review Criteria:

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

Staff Comment: *As with all in-fill type or phased development over an extended period of time the challenge is to blend the proposed development into the established networks and patterns of adjacent development. The applicant was encouraged to utilize the Suburban Frontage type with sidewalks on both sides of the street in order to be consistent with the existing duplex development directly to the west and to maintain of the neighborhood. A deviation from the typical frontage standard has been requested by the applicant.*

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

Staff Comment: *The applicant has provided internal pedestrian connections, open space area, and connections to the public realm that encourage an outdoor activity. Additionally, a public benefit is gained by supplying diverse housing options to individuals of various income and age levels within the City. Increasing the supply of housing options supports the long-term security, health, safety and welfare of the community.*

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

Staff Comment: *The flexibility in the standards proposed in the plan allow the project to meet or exceed the intent statements of the base zoning districts and the standards proposed to be modified further the quality of the development by supporting the residential development variety for the City through the proposed building types, open space, and pedestrian network connecting to the public realm, encouraged as part of a planned district.*

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

Staff Comment: *The proposed plan reflects generally accepted and sound planning and urban design principles with respect to application of the* Comprehensive Plan *and other specific plans to the area, which incorporate various housing styles along with open space, active areas, and pedestrian connections to promote a healthy community.*

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

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

DEVIATION REQUESTS

General Deviation Requests

1. **Chapter 17.04 SUBDIVISION STANDARDS, Section 17.04.010 Street Networks and Street Design, Table 4-2: Street Design Types and Functional Classifications**

Standard: 5' sidewalk on one side

Proposed: 4' sidewalk on both sides

Applicant Comment: 186th Street through the proposed development is a continuation of existing 186th Street from the portions of Aspen Creek previously developed. The sidewalks along 186th Street in the existing development are 4 feet wide. The applicant is requesting that the proposed sidewalks along 186th Street be continued at 4 feet wide along 186th Street only to be consistent with the remainder of 186th Street within the existing Aspen Creek development. A four foot wide sidewalk meets ADA requirements.

Staff Comment: Staff agrees with applicant's statement and is supportive of this deviation request.

2. **Chapter 17.07 BUILDING STANDARDS, Section 17.07.040 Specific Building Type Standards: Duplex-Compact**

Standard: Frontage Type – Neighborhood Yard; Terrace (limited); Courtyard (limited)

Proposed: Suburban Yard Frontage Type

Applicant Comment: This phase of Meadows of Aspen Creek II is the last phase of the development. The existing development was built to standards consistent with Suburban Yard frontage types. The applicant is requesting that the proposed frontage types be allowed with Suburban Yard frontages to be consistent with the remainder of the development.

Staff Comment: Staff agrees with applicant's statement and is supportive of this deviation request.

3. **Chapter 17.07 BUILDING STANDARDS, Section 17.07.050 Frontage Design: Suburban Yard**

Standard: Access Width Limits; 30%: 24' max. per access point, applicable to the area within the right-of-way

Proposed: 87% of frontage in driveway width.

Applicant Comment: The duplexes in the development each have a double car garage and driveway to allow for off street parking. The double car garage requires a wider driveway than a single car garage, thus more width per lot frontage is needed for the driveway. A double car garage is more valuable to the residents and provides for a higher value residential project than a duplex with single car garages. To reduce the driveway width would result in a loss of off-street parking, and reduction from a double car garage to a single, both of which are not desirable to the developer, the residents or the community as a whole. These driveways are also consistent with the existing development and the widths that have currently been built. However, the driveways proposed with the new development will add in a greenspace between the driveways to allow for landscaping and breakup the driveway width in the middle of the houses, which will be more aesthetic in appearance from the street.

Staff Comment: The deviation request is consistent with the development pattern of the duplex development adjacent to this proposed site. At the time the adjacent subdivision was developed, there wasn't an access width limit for duplexes. In keeping with the theme of continuous neighborhood development, it would stand that this is a reasonable request. Increasing the access also helps keep parked vehicles off the streets. The Staff supports this request.

4. **Chapter 17.07 BUILDING DESIGN STANDARDS, Section 17.07.050 Frontage Design: Suburban Yard**

Standard: Design and Performance Standards; Allocation of Space shall be: 0%-40% hardscape, with the remainder either landscape or turf.

Proposed: 75%

Applicant Comment: The duplexes in the development each have a double car garage and driveway to allow for off street parking. The double car garage requires a wider driveway than a single car garage, thus more width per lot frontage is needed for the driveway. A double car garage is more valuable to the residents and provides for a higher value residential project than a duplex with single car garages. To reduce the driveway width would result in a loss of off-street parking, and reduction from a double car garage to a single, both of which are not desirable to the developer, the residents or the community as a whole. These driveways are also consistent with the existing development and the widths that have currently been built. However, the driveways proposed with the new development will add in a greenspace between the driveways to allow for landscaping and breakup the driveway width in the middle of the houses, which will be more aesthetic in appearance from the street.

Staff Comment: The intent of the standard is to create a human-scale relationship of buildings to the street, provide opportunities for subtle variations in design on the streetscape, and help create compatible relationships between buildings of different size. Staff acknowledges the difficulty in developing a duplex development that provides a 2-car garage. Staff also acknowledges the difficult task of meeting the intent of the code while also trying to design a cohesive development with that of the adjacent subdivision, especially when the development includes a cul-de-sac. Staff supports this deviation request, but would like to see some design embellishment on the housing units, such as but not limited to windowed garage doors, enhanced landscape or other front façade designs elements. The Staff will work with the developer on these design details for incorporation and consideration with the final development plan application.

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

VEHICULAR AND PEDESTRIAN ACCESS

Roadway network – The applicant is planning to extend 186th Street and Canton Street that will eventually extend to 183rd, 184th Terrace and 185th Street to the north when the next single family phase of this subdivision is approved and developed. Several traffic calming measures have been implemented in the design of the street network. An island will help to decrease speeds along 186th Street and provide a safe crossing for pedestrians visiting the open space. Another island within the cul-de-sac will help to break up the large amount of asphalt within this street. The traffic study is still under review and will be a condition of approval.

Sidewalks and Trail – Sidewalks are provided on both sides of all roads within this subdivision. Again the extension of sidewalks will help to connect the proposed development to the existing

neighborhood to the north and west and to the Gardner Road trail. A walking trail is also proposed within the open space area.

UTILITIES

All utilities are available to this site. The building code requires that the final utility connections allow for individual service lines to each dwelling unit, based on the "assumed" common property line between attached units.

ATTACHMENTS

I. Zoning Exhibit
II. Preliminary Development Plan PDP-21-01
III. Zoning and Notice Map

ACTIONS

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

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

EFFECT OF DECISION

Zoning Map Amendment (Rezoning) – Amendments to the official zoning map (rezoning) shall be approved by the Governing Body in the form of an ordinance. Approved changes shall be indicated on the official zoning map by the Director within 30 days following such action.

Preliminary Development Plan – Approval of a preliminary development plan shall constitute acceptance of the overall planning concepts and development parameters. In reviewing and approving a preliminary development plan, the Planning Commission may recommend or the Governing Body may require conditions that must be met before an applicant submits a final development plan. An approved preliminary development plan shall lapse and be of no further force and effect if a final development plan (or a final development plan for a designated phase of the preliminary development plan) has not been approved within two years of the date of approval of the preliminary development plan.

RECOMMENDATION

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

Recommended Motion:

After review of applications Z-21-01, a rezoning of 15.59 acres located at the terminus of 186th Street approximately 2000' east of Gardner Road, parcel ID CF221436-1005, from R-2 (Two-Family Residential) District to RP-4 (Planned Mixed-Density Neighborhood) District, and preliminary development plan PDP-21-01 for Meadows of Aspen Creek II dated February 1, 2021, and staff report dated March 22, 2021, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. The stormwater plan and traffic study shall be approved prior to approval of any final development plan/final plat.
2. Revised building elevations and enhanced landscape plans, per staff comments related to the deviation requests, will be submitted with the final development plan/final plat for review and approval.
3. The proposed trail within the identified open space shall be a minimum of 8 feet wide.
4. Provide a level II landscape buffer between this site and the proposed single-family development to the north.

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

ZONING MAP AMENDMENT (REZONING) APPLICATION

Pre-App Date 2-1-21
Fee 625.00
File No. Z-21-01

OWNER INFORMATION

Name(s) Aspen Creek, LLC
Contact Gregory D. Prieb II
Address PO Box 4557
City Olathe State KS Zip 66063
Phone 913.780.3399 Email greg@priebhomes.com

APPLICANT/AGENT INFORMATION

Name(s) Phelps Engineering, Inc.
Contact Judd D. Claussen, P.E.
Address 1270 N Winchester
City Olathe State KS Zip 66061
Phone 913-393-1155 Email jclaussen@phelpsengineering.com

SITE INFORMATION

Property Address/Location: 186th & Canton Street (East of Gardner Rd)
Legal Description (Attach If Necessary) Lengthy, see attached.
Total Site Area 17.59 acres m/l
Present Zoning R-2 Proposed Zoning RP-4
Present Land Use agricultural Proposed Land Use Multi family residential
Proposed Building Type(s) Duplex, Compact

Please indicate a reason for the request:
Rezoning needed to allow for duplexes with criteria that can't be met within R-2 district.

SIGNATURE

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

Signature(s): Judd Claussen Date 2/1/2021
Date

GARDNER KANSAS

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

OWNER AFFIDAVIT

I/WE Aspen Creek, LLC - Gregory D. Prieb II, managing member, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 1st day of February, 2021, 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 Judd D. Claussen, P.E., Phelps Engineering, Inc. or his assigns (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding Aspen Creek (rezoning, prelim & final plat, and other apps) (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

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

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

Owner

Owner

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me on this 1st day of February 2021, by Gregory Prieb II.

My Commission Expires:

NOTARY PUBLIC-State of Kansas
SHELIA EWING
My Appt. Exp. 5-16-24

Shelia Ewing
Notary Public

GARDNER KANSAS

RECEIVED FEB 01 2021 By

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

PRELIMINARY DEVELOPMENT PLAN APPLICATION
(R-4)

Pre-App Date 2-1-21
Fee 350.00
File No. PP-21-01

OWNER INFORMATION

Name(s) Aspen Creek, LLC

Contact Greg Prieb

Address PO Box 4557

City Olathe State KS Zip 66063

Phone 913-780-3399 Email greg@priebhomes.com

APPLICANT/AGENT INFORMATION

Name(s) Phelps Engineering, Inc.

Contact Judd D. Claussen, P.E.

Address 1270 N. Winchester

City Olathe State KS Zip 66061

Phone 913-393-1155 Email jclaussen@phelpsengineering.com

SITE INFORMATION

Property Address/Location 186th and Canton Street (East of Gardner Road)

Legal Description (Attach If Necessary) Lengthy, see attached

Number of Existing Lots _____ Number of Proposed Lots 33

Total Site Area 17.59 Acres Present Zoning R-2

Present Land Use Agriculture Proposed Use(s) Duplexes

Proposed Street Design Type(s) & Class local standard and collector standard

Proposed Type(s) Open & Civic Space Park within 1/2 mile of site

Proposed Frontage Type(s) Suburban Yard

Proposed Building Types(s) Duplex - Compact

SIGNATURE

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

Signature(s): Judd Claussen Date 2/1/2021

_____ Date _____

GARDNER KANSAS

Business & Economic Development
Planning Division
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OWNER AFFIDAVIT

I/WE Aspen Creek, LLC - Gregory D. Prieb II, managing member, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 1st day of February, 2021, 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 Judd D. Claussen, P.E., Phelps Engineering, Inc. or his assigns (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding Aspen Creek (rezoning, prelim & final plat, and other apps) (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.

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

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

Owner

Owner

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me on this 1st day of February, 2021, by Gregory Prieb II.

My Commission Expires:

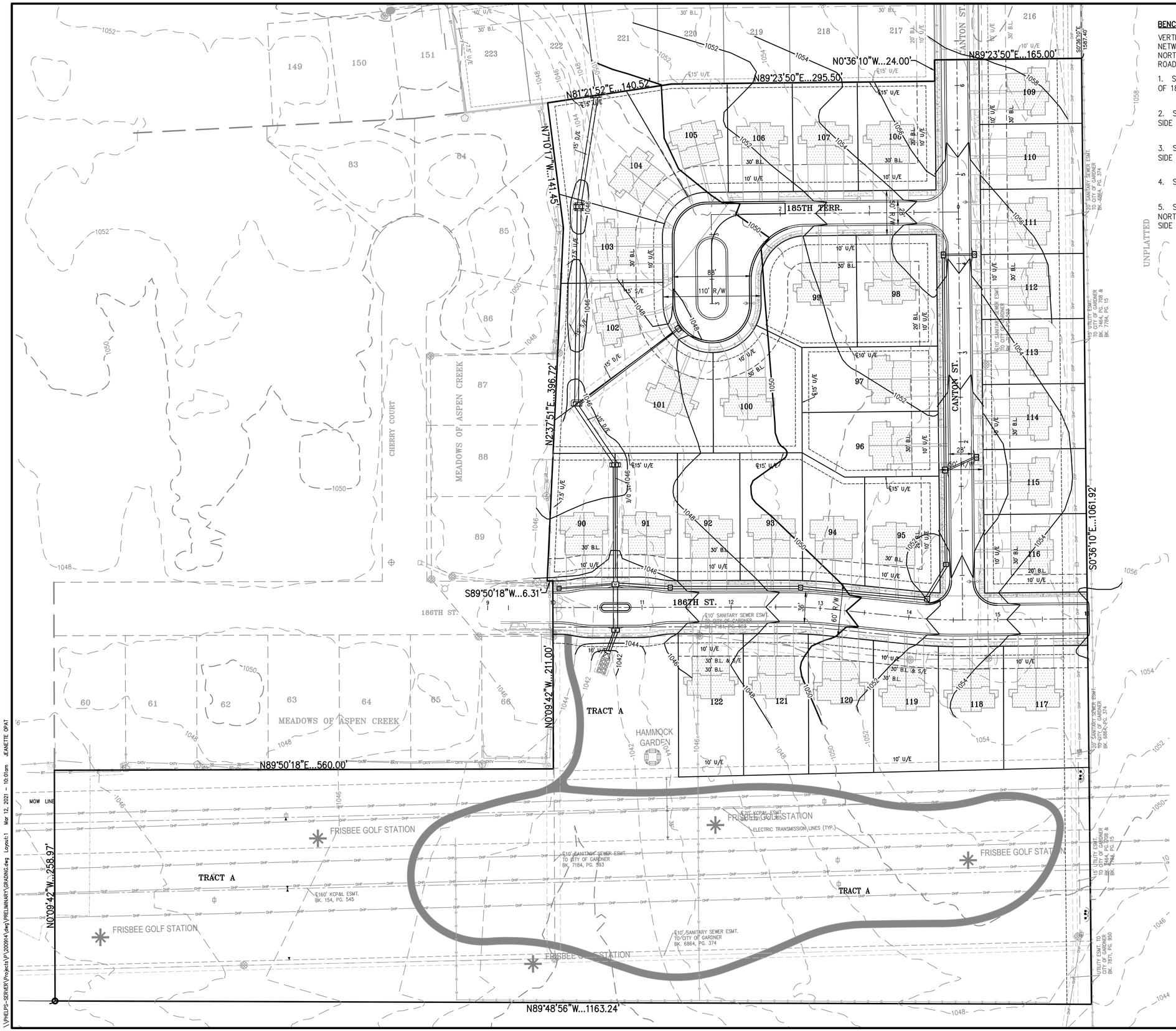
NOTARY PUBLIC-State of Kansas
SHELIA EWING
My Appt. Exp. 5-16-24

Shelia Ewing
Notary Public

Description

All that part of the Northwest Quarter of Section 36, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 36; thence N 89°48'56" W, along the South line of the Northwest Quarter of said Section 36, a distance of 1163.24 feet; thence N 0°09'42" W, a distance of 258.97 feet to the Southeast plat corner of ASPEN CREEK and the Southwest plat corner of MEADOWS OF ASPEN CREEK, both being platted subdivisions of land in the City of Gardner, Johnson County, Kansas; thence N 89°50'18" E, along the South plat line of said MEADOWS OF ASPEN CREEK, a distance of 560.00 feet to the Southeast plat corner of said MEADOWS OF ASPEN CREEK; thence along the Easterly plat line of said MEADOWS OF ASPEN CREEK, for the following four (4) courses; thence N 0°09'42" W, a distance of 211.00 feet to a point on the North right-of-way line of 186th Street, as now established; thence S 89°50'18" W, along the North right-of-way line of said 186th Street, a distance of 6.31 feet; thence N 2°37'51" E, a distance of 396.72 feet; thence N 7°10'17" W, a distance of 141.45 feet to the Northeast plat corner of said MEADOWS OF ASPEN CREEK, said point also being on the South plat line of ASPEN CREEK V, a platted subdivision of land in the City of Gardner, Johnson County, Kansas; thence along the South plat line of said ASPEN CREEK V, for the following four (4) courses; thence N 81°21'52" E, a distance of 140.52 feet; thence N 89°23'50" E, a distance of 295.50 feet; thence N 0°36'10" W, a distance of 24.00 feet; thence N 89°23'50" E, a distance of 165.00 feet to the Southeast plat corner of said ASPEN CREEK V, said point also being on the East line of the Northwest Quarter of said Section 36; thence S 0°36'10" E, along the East line of said Section 36, a distance of 1061.92 feet to the point of beginning, containing 17.5889 acres, more or less, of unplatted land.



BENCHMARK:

VERTICAL DATUM = NAVD88 BASED ON JOHNSON COUNTY CONTROL NETWORK BM#1106 BERNSTEN ALUM. DISK STAMPED 1106 ON EAST END OF NORTH HEADWALL RCB 0.05 MILES EAST OF INTERSECTION OF GARDNER ROAD AND 191ST STREET. ELEVATION = 1025.79

1. SET "□" CUT IN CENTER FRONT FACE OF CURB INLET ON NORTH SIDE OF 185TH STREET.
   ELEVATION = 1049.32
2. SET "□" CUT SOUTHEAST CORNER END OF CONCRETE SIDEWALK NORTH SIDE OF 186TH STREET.
   ELEVATION = 1045.42
3. SET "□" CUT SOUTHEAST CORNER END OF CONCRETE SIDEWALK WEST SIDE OF 184TH TERRACE.
   ELEVATION = 1060.00
4. SET "+" CUT ON EAST FACE OF TOP RING FIRE HYDRANT.
   ELEVATION = 1069.77
5. SET "□" CUT IN CENTER FRONT FACE OF CURB INLET AT THE NORTHWEST QUADRANT OF THE INTERSECTION OF 186TH STREET AND WEST SIDE CHERRY COURT.
   ELEVATION = 1045.93

N

SCALE: 1"=50'

0' 50' 100'

PHELPS ENGINEERING, INC.
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax: (913) 393-1156
www.phelpsengineering.com

PLANNING
ENGINEERING
IMPLEMENTATION

GRADING PLAN

MEADOWS OF ASPEN CREEK II
GARDNER, KANSAS
PRELIMINARY PLANS

Revisions:			
No.	Date		By / App.
1	3-9-21	REVISED PER CITY COMMENTS	JMO / DEU

PROJECT NO. 200914
DATE: 2-1-2021 | DRAWN: JMO
CHECKED: ALN | APPROVED: DEU
CERTIFICATE OF AUTHORIZATION KANSAS LAND SURVEYING - LS-82 ENGINEERING - E-901
CERTIFICATE OF AUTHORIZATION MISSOURI LAND SURVEYING-2007001128 ENGINEERING-2007000938

SHEET
02

\\PHELPS-SERVER\Projects\P\200914\dwg\PRELIMINARY\GRADING.dwg Layout:1 Mar 12, 2021 - 10:01am JEANETTE OPAT

The Legal Record
1701 E. Cedar St., Ste. 111
Olathe, KS 66062-1775
(913) 780-5790

CITY OF GARDNER
120 E MAIN ST
GARDNER KS 66030-1310

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS; Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

HEARING - PLANNING COMMISSION, MARCH 22, 2021
3/2/21

Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

March 2, 2021

Penny Knight

Notary Public

PENNY KNIGHT
Notary Public-State of Kansas
My Appt. Expires Dec. 31, 2021

First published in The Legal Record, Tuesday, March 2, 2021.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission of Gardner, Kansas will hold a Public Hearing on Monday, March 22, 2021 at 7:00 pm in the Council Chambers of City Hall, 120 E. Main Street in consideration of the following item to-wit:

CASE NO. Z-21-01(PDP-21-01)

A proposed rezoning of approximately 17.59 acres from R-2 (Two-Family) District to RP-4 (Mixed Density Neighborhood) District and associated preliminary development plan for Meadows of Aspen Creek II, a 33 lot/66 unit duplex community, located east of Gardner Road at the terminus of 186th Street. (a portion of Tax ID CF221436-1005)

CASE NO. Z-20-09

A proposed rezoning of approximately 0.12 acres from R-2 (Two-Family) District to R-1 (Single Family Residential) District for Aspen Creek V, a single family residential development, located west of Gardner Road approximately at the terminus of 185th Street. (a portion of Tax ID CF221436-1005)

All persons interested in said matter shall be heard at this time for the public record. For additional information regarding these applications and detailed descriptions, contact the Business & Economic Development Department, 913-856-0974, 120 E Main Street, Gardner, Kansas
3/2

L89766
Publication Fees: $13.44

COUNCIL ACTION FORM — OLD BUSINESS ITEM NO. 1

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Gardner Disposal, Inc. for the 2021 City-Wide Clean Up

Strategic Priority: Quality of Life and Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Gardner Disposal, Inc. for the 2021 City-Wide Clean Up for a guaranteed total of $40,000.00, and authorize the City Administrator to approve additional costs at $200.00 per ton based on actual tonnage collected.

Background/Description of Item:
This item was first presented as Consent Agenda Item number 8 at the April 5, 2021 Gardner City Council meeting. The item was removed from the Consent Agenda and tabled until the April 19, 2021 City Council meeting by unanimous vote of the Council.

Per Council's direction at the April 5, 2021 City Council meeting, staff reached out to Gardner Disposal regarding the addition of a ticketing system to be administrated by either city staff or Gardner Disposal. Gardner Disposal indicated that they were not equipped to facilitate the administration of a ticketing system, and, further, were not able to provide the city-wide clean-up service without the inclusion of the contractually guaranteed minimum of 200 tons ($40,000).

The 2020 City-Wide Clean Up event was deferred due to both the COVID-19 pandemic and a significant increase in program costs resulting in an estimated total cost of $77,000, more than double the 2020 budgeted amount of $36,000. Since 2015, debris tonnage collected through the large item pickup has increased on a yearly basis, more than doubling between 2016 and 2019. Additionally, the cost per ton has increased most years as well. Previous years' actual and projected costs are shown in the chart below.

Year	Price per ton	Tonnage collected	Total cost
2015	N/A	N/A	$10,703
2016	$120	150	$17,940
2017	$150	246	$37,000
2018	$150	254	$38,080
2019	$175	342	$59,805
2020	$220 (bid price)	350 (estimated)	$77,000 (estimated)

In an effort to keep event costs within budgeted parameters, staff suggested changes to the program in 2021 that would mitigate the tonnage collected and the total expense while still providing large item collection services to residents. These expense mitigation steps were consistent with those of other Johnson County cities and include:

- Strictly limiting construction debris;
- Limiting the number of items that may be placed on the curb for pickup; and
- Limiting the type of items that may be placed on the curb for pickup.

The attached bid form details the items that will and will not be collected, including size and weight restrictions on each item.

Invitations to Bid were sent to Gardner Disposal Inc. and Waste Management, Inc. These are the only two (2) currently operational disposal companies that have submitted bids for the Gardner City-Wide Clean Up in previous years. Bidders were asked to submit a price per ton to provide curbside collection and disposal of residential debris on Saturday, May 8th, 2021, or the nearest available date. One bid was received by the March 19 deadline. One company declined to bid as noted below:

Company	Bid Price Per Ton	Notes
Gardner Disposal Inc.	$200/ton	Will begin May 8, returning May 22 for completion
Waste Management, Inc.	No bid	Declined to bid based on limited work force due to Covid-19

Financial Impact:
Funding for this event is available from the 2021 Street Department Budget, line item 001-3120-431.40-02, which includes $55,000.00 for the clean-up. The stated minimum guaranteed tonnage for the clean-up is 200 tons, with a guaranteed price of $40,000.00 at the $200.00 per ton bid price.

The actual cost of the clean-up will be based on the total amount of debris collected. Based on the additional restrictions on items to be collected and past collection amounts, staff estimates 250 tons as the likely collection amount, which would be an additional $10,000.00 above the guaranteed minimum. Because of the uncertainty associated with the new restrictions, past actual tonnage values, and the fact that the 2020 event was deferred, staff recommends authorizing a contingency based on a 400 ton actual pick-up, which would be an additional $40,000.00 above the guaranteed minimum.

Attachments included:
- Bid Form and Bid from Gardner Disposal Inc.

Suggested Motion:
Authorize the City Administrator to execute a contract with Gardner Disposal, Inc. for the 2021 City-wide Clean Up for a guaranteed total of $40,000.00 and authorize the City Administrator to approve additional costs at $200.00 per ton based on actual tonnage collected

GARDNER

BID FORM

PROJECT: 2021 SPRING CITYWIDE CLEAN-UP

The undersigned Bidder hereby proposes to furnish and deliver to the City of Gardner, Kansas, the following service in the designated quantities in accordance with the Specifications, Bidding Documents and other Contract Documents, and within the time period specified herein, in consideration of the prices as follows:

Provide a one-time, city wide, residential curbside pickup for the disposal of residential debris.

Items to collect:

- Up to 4 (four) bulky items not collected by curbside trash service including:
- Furniture (a four piece sectional = item collection limit)
- Mattress and box springs
- BBQ Grills (no propane tanks)
- Basketball goals (cut in half, no concrete)
- Swing sets (broken down and bundled)
- Carpet rolls: 4 ft long, and less than 65 lbs
- Only those items not collected by regular trash service

Items and Materials which will **NOT be collected include:**

- More than 4 Items
- Items weighing more than 150 pounds
- Household Appliances and Electronics, refrigerators, freezers, air conditioners, etc
- Yard waste, tree limbs, or stumps
- Hazardous materials (including tires, car batteries, liquids, paint, refrigerants, solvents, oils, or other hazardous materials)
- Decking, fencing, lumber, RR ties
- Glass (unless broken down and boxed)
- Construction or Demolition Debris
- Domestic Trash, No Bagged Items Allowed
- Commercial Debris

All items will be placed within three feet (3') of the curb, and any containers shall be no heavier than sixty-five pounds (65 lbs). Items over 6 ft should be cut in half. Items to be collected must be able to be lifted by two (2) men. The disposal company will be responsible for going back one time the first of the following week and pick up items, identified by the City, by specific addresses presumably missed the day of the pick-up.

Disposal company shall keep a log of items left due to more than 4 items, or materials which are not to be collected.

This pick-up shall include the entire city (see attached map of pick-up area), and be completed by a multiple number of trucks starting at 7:00 A.M. on Saturday, May 8th + May 22nd, 2021. This pick-up should be completed by 5:00 PM on the same day. **If multiple days are required for clean-up, please provide the consecutive dates you are available** for times between May 8 and June 12, 2021.

The estimated quantity is 250 tons. The city will pay for this service by the price per ton of material picked up, based on records provided by the disposal company. The city guarantees a minimum of 200 tons.

GARDNER

Building More Trails

BID FORM

PROJECT: 2021 SPRING CITYWIDE CLEAN-UP

Unit Price ($)	Estimated Quantity (Tons)	Total Unit Price Bid ($)
$200	200	$40,000

Number of Trucks Proposed for Pick-Up: 8

Available Proposed Dates: May 8th + May 22nd

List any exceptions to specifications:

Company: Gardner Disposal Service Authorized Signature: Amy Strout

Address: 115 W. Warren St. Name & Title: Amy Strout Office Admin.

City, State, Zip: Gardner, KS 66030 Date: 3-16-21

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting a resolution setting a public hearing and providing consideration of amending a Community Improvement District within in the City (Main Street Market Place)

Strategic Priority: Promote Economic Development; Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution setting a public hearing and providing consideration of amending a Community Improvement District within the City (Main Street Market Place).

Background/Description of Item:
The Main Street Market Place CID was established by the City in 2019 and became active in 2020. The proposed resolution sets a public hearing and provides for the consideration of amending the Main Street Market Place CID for June 7, 2021, at 7:00 p.m., central standard time, at City Hall, 120 E. Main, Gardner, Kansas.

The purpose of the amendment is to expand the district boundaries to include the entirety of the Freddy's property. As portion of the Freddy's property is currently in the district, but the southwest portion of the property is located outside the district. The proposed amendment to the CID would add this southwest portion of the Freddy's site so that the entire Freddy's property, as well as an additional smaller pad site, is included in the district.

In addition to publishing the resolution once per week for two consecutive weeks setting the public hearing, copies of this resolution shall be mailed by certified mail, return receipt requested, to each owner of land within the proposed Community Improvement District.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Attachments:
- Resolution No. 2080

Suggested Motion:
Adopt Resolution No. 2080, a resolution of the City of Gardner, Kansas, providing for notice of a public hearing to consider adding area to a Community Improvement District within the City pursuant to K.S.A. 12-6a26 *et seq*., as amended (Main Street Market Place CID)

RESOLUTION NO. 2080

A RESOLUTION OF THE CITY OF GARDNER, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADDING AREA TO A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY PURSUANT TO K.S.A. 12-6a26 *ET SEQ*., AS AMENDED (MAIN STREET MARKET PLACE CID).

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*. (the "Act"), the City of Gardner, Kansas (the "City"), is authorized to create community improvement districts and to provide for financing of certain costs associated with projects within community improvement districts;

WHEREAS, pursuant to the Act, Ordinance No. 2601 of the City, passed on February 18, 2019, and other proceedings of the City, the Governing Body of the City established a community improvement district known as the "Main Street Market Place CID" and generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City (the "CID");

WHEREAS, the City has also executed and delivered that certain Amended and Restated Development Agreement, dated as of October 8, 2020 ("Development Agreement"), with Super Market Developers, Inc. (the "Original Developer"), outlining the rights and obligations of the parties with respect to the CID;

WHEREAS, the Original Developer subsequently assigned its rights under the Development Agreement to Group Gardner, LLC (the "Developer");

WHEREAS, the Developer has submitted a petition signed by 100% of the owners of property within the CID, and also signed by Mad Partners, LLC, the owner of certain additional property outside of, but contiguous with, the CID (the "Additional Area"), which petition requests that the City consider adding the Additional Area to the existing CID;

WHEREAS, the City hereby finds and determines it desirable to consider adding the Additional Area to the existing CID to further promote, stimulate and develop the general and economic welfare of the City; and

WHEREAS, the Act authorizes the City to add area to the CID subject to the same procedures for public notice and hearing as is required for the establishment of a community improvement district;

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

Section 1. Notice is hereby given that a public hearing to consider adding the Additional Area to the CID shall be held on June 7, 2021, at 7:00 p.m. (or as soon thereafter as is practical), Central Time, at the City Council Chambers, City Hall, 120 E. Main Street, Gardner, Kansas.

Section 2. The general nature of the project to be constructed within the CID (the "CID Project") is set forth on ***Exhibit A*** attached hereto.

Section 3. The estimated cost of the CID Project within the CID has not changed and is $28,993,740.

Section 4. All or a portion of the CID Project within the proposed modified CID is expected to be financed by the issuance of special obligation notes and bonds payable from revenues received from the imposition of a 1.00% community improvement district sales tax (the "CID Sales Tax"), as more particularly set forth in the Development Agreement, with the balance of the costs of the CID Project, if any, reimbursed on a pay-as-you-go basis. No special assessments shall be implemented under the Act to pay for the CID Project, and no general obligation bonds or notes will be issued to finance the CID Project. The proposed method of financing has not changed.

Section 5. The proposed legal description of the modified CID, including the Additional Area, is set forth on ***Exhibit B*** attached hereto. A map generally outlining the proposed boundaries of the modified CID, with the Additional Area shown as cross-hatched, is attached hereto as ***Exhibit C***.

Section 6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this Resolution at least once each week for two consecutive weeks in the official City newspaper and sending this resolution by certified mail to all owners of property within the proposed modified CID. The second publication of this resolution shall occur at least seven days prior to the date of hearing, and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

[*remainder of page left blank intentionally*]

ADOPTED by the Governing Body of the City of Gardner, Kansas on April 19, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

THE CID PROJECT

The general nature of the proposed community improvement district project (the "CID Project") is: (a) construction of a new grocery store of approximately 60,000 square feet; (b) redevelopment of an existing grocery store building into new commercial uses; (c) façade improvements to the existing Moonlight Plaza shopping center; (d) construction of three (3) pad sites; and (e) related site and parking improvements, all within the Main Street Market Place CID located on the property legally described on ***Exhibit B***.

EXHIBIT B

LEGAL DESCRIPTION OF THE MODIFIED COMMUNITY IMPROVEMENT DISTRICT

All of Lot 47, WHITE ACRES, and a part of Lot 1, GAULTCEST REPLAT, and a part of Lot 1, MOONLIGHT PLAZA FIRST PLAT, and all of Lot 1 MOONLIGHT PLAZA CENTER, and all of Lot 1, COUNTRY MART, all being additions to the City of Gardner along with a part of the Southeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, and being described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 24; thence S 02°07'55" E along the East line of said Southeast Quarter, 1755.65 feet to the centerline of Lincoln Lane extended; thence S 88°27'57" W along said centerline, 235.00 feet to the Northeast corner of said COUNTRY MART, said point being the Point of Beginning;

thence continuing S 88°27'57" W along said centerline extended, 1258.40 feet to a point on the East line of said WHITE ACRES;

thence S 02°05'19" E, along the East line of said WHITE ACRES, 601.53 feet to the Northeast corner of said Lot 47, WHITE ACRES;

thence S 88°04'45" W, along the North line of said Lot 47, 120.00 feet to the Northwest corner thereof;

thence S 01°53'27" E, along the West line of said Lot 47, 103.77 feet to the Southwest corner thereof;

thence N 88°04'45" E, along the South line of said Lot 47, 120.00 feet to the Southeast corner thereof;

thence S 01°53'27" E, along the East line of said WHITE ACRES and the West line of said Lot 1, GAULTCEST REPLAT, 154.00 feet to the Southwest corner of said Lot 1;

thence N 88°24'06" E, along the South line of said Lot 1, GAULTCEST REPLAT, 193.30 feet to a point on the West line of said Lot 1, QUIKTRIP STORE NO. 249;

thence N 02°06'59" W, along the West line of said Lot 1, QUIKTRIP STORE NO. 249, 298.13 feet to the Northwest corner thereof;

thence N 87°51'18" E, along the North line, 300.09 feet to the Northeast corner of said Lot 1, QUIKTRIP STORE NO. 249, said point also being on the West line of said MOONLIGHT PLAZA CENTER;

thence S 02°07'55" E, along said West line, 268.37 feet to the Southwest corner thereof;

thence N 80°31’36” E, along the South line of said MOONLIGHT PLAZA CENTER, 45.37 feet;

thence N 02°07’55” W, along an Easterly line, of said MOONLIGHT PLAZA CENTER, 254.96 feet;

thence N 88°27’57” E, along the Southerly line, 401.00 feet to the Southeast corner of said Lot 1, MOONLIGHT PLAZA CENTER, said point also being the Southwest corner of said Lot 1, COUNTRY MART;

thence departing said Southerly line, S 02°07’55” E through a portion said Lot 1, MOONLIGHT PLAZA FIRST PLAT, 165.44 feet to a point on the US Highway 56 Northerly Right of Way line as described in Deed Book 2564 at Page 398 of the records of said Johnson County;

thence N 75°26’05” E, along said Northerly Right of Way line and Southerly line of said Lot 1, Country Mart, 322.80 feet to the Southwest corner of said COUNTY MART;

thence N 02°07’55” W, along the Easterly line of said COUNTRY MART, 294.00 feet to a corner;

thence N 87°52’05” E along said Easterly line, 5.20 feet to a corner;

thence N 02°07’55” W along said Easterly line, 363.50 feet to the POINT OF BEGINNING.

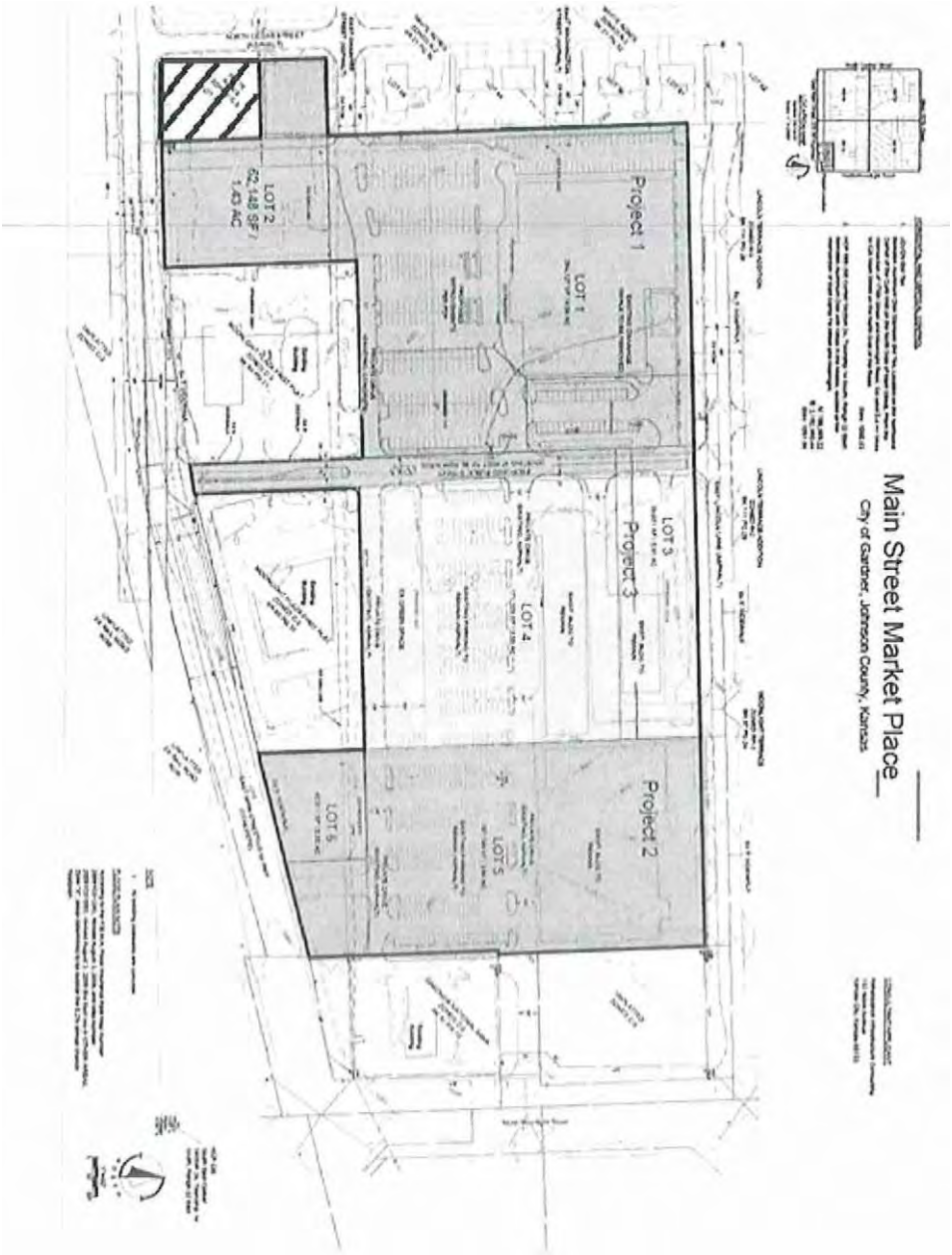
Said parcel contains 829,705 square feet, or 19.047 acres, more or less, inclusive of existing road and highway right of way.

Together with:

Lot 46, White Acres, a subdivision in the City of Gardner, Johnson County, Kansas.

EXHIBIT C

PROPOSED BOUNDARIES OF MODIFIED COMMUNITY IMPROVEMENT DISTRICT
(proposed Additional Area shown cross-hatched)



COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting a resolution setting a public hearing and providing for the consideration of amending a TIF district in the City (Main Street Market Place)

Strategic Priority: Promote Economic Development; Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution setting a public hearing and providing for the consideration of amending a TIF district in the City of Gardner, Kansas (Main Street Market Place).

Background/Description of Item:
The Main Street Market Place TIF District was established by the City in 2018. The proposed resolution sets a public hearing to consider amending the TIF District (Main Street Market Place). The public hearing is set for June 7, 2021, at 7:00 p.m., central standard time, at City Hall, 120 E. Main, Gardner, Kansas.

The purpose of the amendment is to expand the district boundaries to include the entirety of the Freddy's property. As portion of the Freddy's property is currently in the TIF district, but the southwest portion of the property is located outside the TIF district. The proposed amendment to the TIF district would add this southwest portion of the Freddy's site so that the entire Freddy's property, as well as an additional smaller pad site, is included in the TIF district.

In addition to publishing the resolution setting the public hearing, a copy of the resolution will be sent by certified mail, return receipt requested, to the Board of County Commissioners of Johnson County, Kansas, the Board of Education of Unified School District No. 231 of Johnson County, Kansas, and the Board of Directors of Fire District No.1 of Johnson County, Kansas. Copies of this Resolution also shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the Project Area not more than 10 days following the date of adoption of this Resolution.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Attachments:
- Resolution No. 2081

Suggested Motion:
Adopt Resolution No. 2081, a resolution of the City of Gardner, Kansas, providing for notice of a public hearing to consider adding area to a Redevelopment District within the City pursuant to K.S.A. 12-1770 *et seq.*, as amended (Main Street Market Place Redevelopment District)

RESOLUTION NO. 2081

A RESOLUTION OF THE CITY OF GARDNER, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING TO CONSIDER ADDING AREA TO A REDEVELOPMENT DISTRICT WITHIN THE CITY PURSUANT TO K.S.A. 12-1770 *ET SEQ*., AS AMENDED (MAIN STREET MARKET PLACE REDEVELOPMENT DISTRICT).

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the City of Gardner, Kansas (the "City"), is authorized to assist in the development and redevelopment of eligible areas within the City in order to promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities;

WHEREAS, pursuant to the Act, Ordinance No. 2588 of the City, passed on October 15, 2018, and other proceedings of the City, the Governing Body of the City established a tax increment redevelopment district known as the "Main Street Market Place TIF Redevelopment District" generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City (the "Redevelopment District");

WHEREAS, pursuant to the Act, Ordinance Nos. 2602 and 2685 of the City, passed on February 18, 2019, and December 7, 2020, respectively, and other proceedings of the City, the Governing Body of the City approved and amended a redevelopment project plan for the redevelopment project area designated "Project Area 1" within the Redevelopment District (as amended, the "Project Plan");

WHEREAS, the City executed and delivered that certain Amended and Restated Development Agreement, dated as of October 8, 2020 ("Development Agreement"), with Super Market Developers, Inc. (the "Original Developer"), outlining the rights and obligations of the parties with respect to the Redevelopment District and the Project Plan;

WHEREAS, the Original Developer subsequently assigned its rights under the Development Agreement to Group Gardner, LLC (the "Developer");

WHEREAS, the Developer has requested that the City consider adding certain property (the "Additional Area") to the existing Redevelopment District;

WHEREAS, the City hereby finds and determines it desirable to consider adding the Additional Area to the existing Redevelopment District to further promote, stimulate and develop the general and economic welfare of the City; and

WHEREAS, the Act authorizes the City to add area to the Redevelopment District subject to the same procedures for public notice and hearing as is required for the establishment of the Redevelopment District;

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

Section 1. Notice is hereby given that a public hearing to consider adding the Additional Area to the Redevelopment District shall be held on June 7, 2021, at 7:00 p.m. (or as soon thereafter as is practical), Central Time, at the City Council Chambers, City Hall, 120 E. Main Street, Gardner, Kansas. The date of the public hearing is not less than 30 or more than 70 days after the date of this Resolution as required by K.S.A. 12-1772(c).

Section 2. The proposed boundaries of the modified Redevelopment District, including the Additional Area, are set forth in ***Exhibit A*** attached hereto and incorporated herein by reference. A map depicting the proposed boundaries of the modified Redevelopment District, with the Additional Area shown as cross-hatched, is attached hereto as ***Exhibit B*** and incorporated herein by reference.

Section 3. A description of the proposed district plan for the modified Redevelopment District which identifies all of the project areas and the general manner of all buildings, facilities and improvements in each project area that are proposed to be constructed or improved in each project area is attached hereto as ***Exhibit C*** and incorporated herein by reference.

Section 4. A description and map of the modified Redevelopment District shall be available for public inspection prior to the public hearing during regular office hours in the office of the City Clerk at City Hall, 120 E. Main Street, Gardner, Kansas.

Section 5. At the public hearing, the Governing Body of the City will consider findings necessary in connection with the modified Redevelopment District.

Section 6. A copy of this Resolution shall be sent by certified mail, return receipt requested, to the Board of Commissioners of Johnson County, Kansas, the Board of Education of Unified School District No. 231 of Johnson County, Kansas, and the Board of Directors of Fire District No. 1 of Johnson County, Kanas. Copies of this Resolution also shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the modified Redevelopment District not more than 10 days following the date of adoption of this Resolution. This Resolution, including ***Exhibits A***, ***B*** and ***C*** attached hereto, shall be published once in the official City newspaper not less than one week nor more than two weeks preceding the date fixed for the public hearing.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED by the Governing Body of the City of Gardner, Kansas, on April 19, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

MODIFIED REDEVELOPMENT DISTRICT LEGAL DESCRIPTION

All of Lot 47, WHITE ACRES, and a part of Lot 1, GAULTCEST REPLAT, and a part of Lot 1, MOONLIGHT PLAZA FIRST PLAT, and all of Lot 1 MOONLIGHT PLAZA CENTER, and all of Lot 1, COUNTRY MART, all being additions to the City of Gardner along with a part of the Southeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, and being described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 24; thence S 02°07'55" E along the East line of said Southeast Quarter, 1755.65 feet to the centerline of Lincoln Lane extended; thence S 88°27'57" W along said centerline, 235.00 feet to the Northeast corner of said COUNTRY MART, said point being the Point of Beginning;

thence continuing S 88°27'57" W along said centerline extended, 1258.40 feet to a point on the East line of said WHITE ACRES;

thence S 02°05'19" E, along the East line of said WHITE ACRES, 601.53 feet to the Northeast corner of said Lot 47, WHITE ACRES;

thence S 88°04'45" W, along the North line of said Lot 47, 120.00 feet to the Northwest corner thereof;

thence S 01°53'27" E, along the West line of said Lot 47, 103.77 feet to the Southwest corner thereof;

thence N 88°04'45" E, along the South line of said Lot 47, 120.00 feet to the Southeast corner thereof;

thence S 01°53'27" E, along the East line of said WHITE ACRES and the West line of said Lot 1, GAULTCEST REPLAT, 154.00 feet to the Southwest corner of said Lot 1;

thence N 88°24'06" E, along the South line of said Lot 1, GAULTCEST REPLAT, 193.30 feet to a point on the West line of said Lot 1, QUIKTRIP STORE NO. 249;

thence N 02°06'59" W, along the West line of said Lot 1, QUIKTRIP STORE NO. 249, 298.13 feet to the Northwest corner thereof;

thence N 87°51'18" E, along the North line, 300.09 feet to the Northeast corner of said Lot 1, QUIKTRIP STORE NO. 249, said point also being on the West line of said MOONLIGHT PLAZA CENTER;

thence S 02°07'55" E, along said West line, 268.37 feet to the Southwest corner thereof;

thence N 80°31’36” E, along the South line of said MOONLIGHT PLAZA CENTER, 45.37 feet;

thence N 02°07’55” W, along an Easterly line, of said MOONLIGHT PLAZA CENTER, 254.96 feet;

thence N 88°27’57” E, along the Southerly line, 401.00 feet to the Southeast corner of said Lot 1, MOONLIGHT PLAZA CENTER, said point also being the Southwest corner of said Lot 1, COUNTRY MART;

thence departing said Southerly line, S 02°07’55” E through a portion said Lot 1, MOONLIGHT PLAZA FIRST PLAT, 165.44 feet to a point on the US Highway 56 Northerly Right of Way line as described in Deed Book 2564 at Page 398 of the records of said Johnson County;

thence N 75°26’05” E, along said Northerly Right of Way line and Southerly line of said Lot 1, Country Mart, 322.80 feet to the Southwest corner of said COUNTY MART;

thence N 02°07’55” W, along the Easterly line of said COUNTRY MART, 294.00 feet to a corner;

thence N 87°52’05” E along said Easterly line, 5.20 feet to a corner;

thence N 02°07’55” W along said Easterly line, 363.50 feet to the POINT OF BEGINNING.

Said parcel contains 829,705 square feet, or 19.047 acres, more or less, inclusive of existing road and highway right of way.

Together with:

Lot 46, White Acres, a subdivision in the City of Gardner, Johnson County, Kansas.

EXHIBIT B

PROPOSED BOUNDARY MAP OF
MODIFIED REDEVELOPMENT DISTRICT
(proposed Additional Area shown cross-hatched)

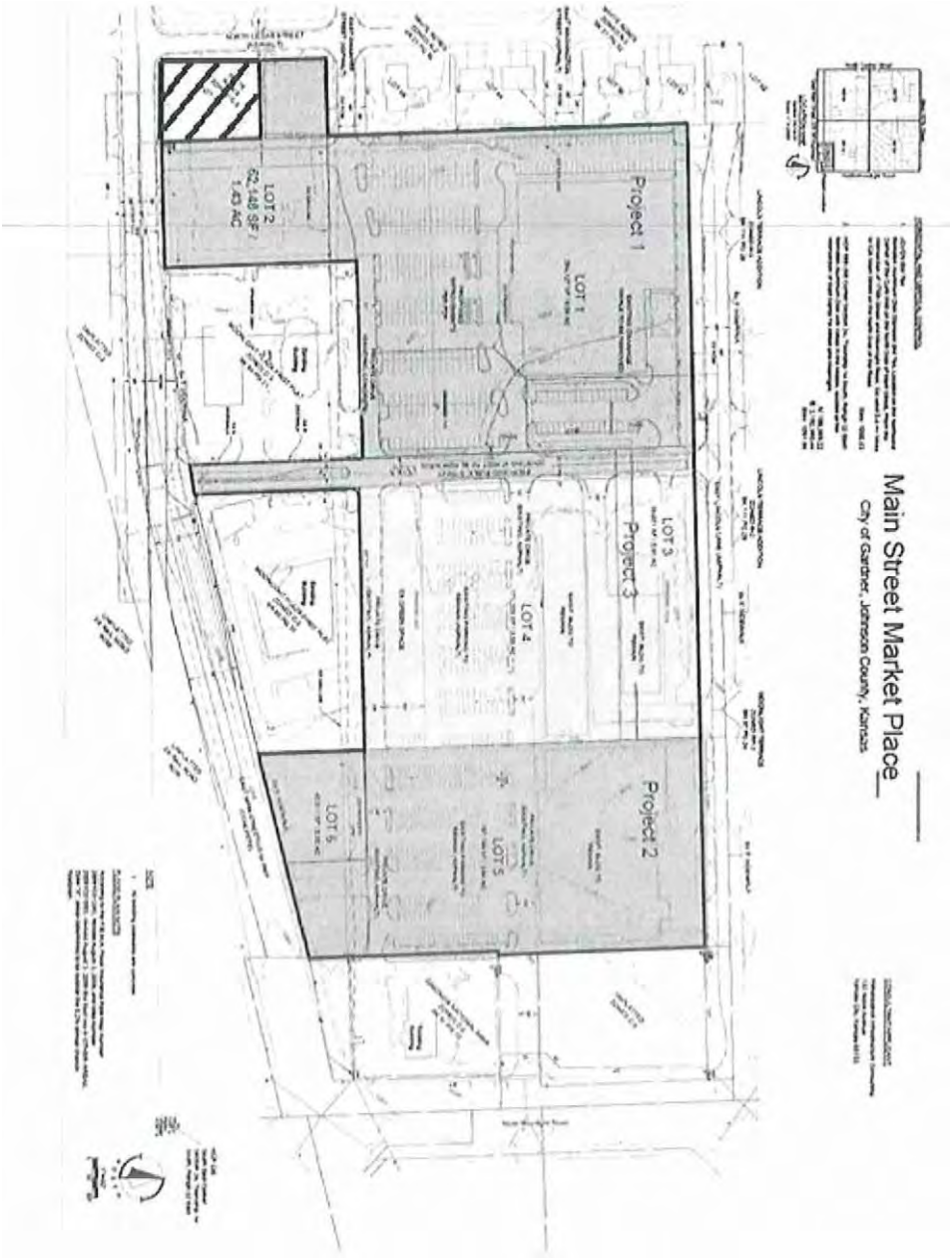


EXHIBIT C

PROPOSED REDEVELOPMENT DISTRICT PLAN FOR THE MODIFIED REDEVELOPMENT DISTRICT

The modified Redevelopment District consists of three redevelopment project areas, which have cumulative outer boundaries coterminous with the modified Redevelopment District's boundaries, as generally depicted on ***Exhibit B*** attached hereto and as labeled "Project 1", "Project 2", and "Project 3" thereon, respectively.

The first project area, referred to as Project 1, incorporates the Additional Area and includes the following buildings and improvements: a new grocery store of approximately 60,000 square feet, two pad sites to accommodate approximately 7,000 square feet of retail/restaurant use, site improvements, and public improvements, including utility relocations, a public road, new turn lanes along Main Street, and a new traffic signal.

The second project area, referred to as Project 2, includes the following buildings and improvements: redevelopment of the existing grocery store building into new commercial uses, a pad site to accommodate approximately 4,000 square feet of retail/restaurant use, and associated site and infrastructure improvements.

The third project area, referred to as Project 3, includes the following buildings and improvements: façade improvements to existing buildings, parking lot improvements, and associated site and infrastructure improvements.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting an ordinance approving the execution and delivery of a development agreement for a development project within the City (Plaza South) and amending Ordinance No. 2634 changing the start date of the Plaza South Community Improvement District

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

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance approving the execution and delivery of a development agreement for a development project within the City (Plaza South) and amending Ordinance No. 2364 changing the start date for collection of the Plaza South Community Improvement District sales tax.

Background/Description of Item:
On November 18, 2019, the City Council approved the establishment of a CID for the Plaza South Development. The original start date of district was set for July 1, 2021. At this time, there are no existing business within the district to generate sales tax. The purpose of this Ordinance is to approve a development agreement that outlines the administrative procedures of the CID and delay the start date of the CID sales tax to July 1, 2022.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Financial Impact:
This ordinance will delay the imposition of a 1% CID sales tax on the district by one year.

Attachments:
- Ordinance No. 2700
- Plaza South Development Agreement

Suggested Motion:
Adopt Ordinance No. 2700, an ordinance authorizing the execution and delivery of a Development Agreement in connection with the Plaza South Community Improvement District in the City of Gardner, Kansas; and amending Ordinance No. 2634 of the City

ORDINANCE NO. 2700

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT IN CONNECTION WITH THE PLAZA SOUTH COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF GARDNER, KANSAS; AND AMENDING ORDINANCE NO. 2634 OF THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended;

WHEREAS, the City of Gardner, Kansas (the "City"), is a municipality within the meaning of the Act;

WHEREAS, pursuant to the Act, Ordinance No. 2634 of the City, passed on November 18, 2019, and other proceedings of the City, the Governing Body of the City established a community improvement district known as the "Plaza South CID" (the "CID");

WHEREAS, Section 4 of Ordinance No. 2634 levied a community improvement sales tax within the CID in the amount of 1.00% (the "CID Sales Tax") and indicated that collection of the CID Sales Tax would commence on July 1, 2021;

WHEREAS, the City and Plaza South Developers, LLC (the "Developer"), as developer of the commercial project within the CID, have determined it is necessary and advisable to delay the commencement of the CID Sales Tax to July 1, 2022;

WHEREAS, pursuant to Resolution No. 2039 of the City, adopted on November 18, 2019, the Governing Body of the City authorized the execution and delivery of a Memorandum of Understanding between the City and the Developer (the "MOU") to describe, in general terms, the rights and obligations of the parties with respect to the CID;

WHEREAS, the City and the Developer have determined it necessary and advisable to enter a Development Agreement between the parties (the "Development Agreement") to supersede the MOU and more specifically describe the rights and obligations of the parties with respect to the CID; and

WHEREAS, the Governing Body hereby finds and determines that it is in the best interests of the City to delay the commencement of the CID Sales Tax and to authorize execution and delivery of the Development Agreement;

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

Section 1. The City is hereby authorized to enter into the Development Agreement by and between the City and the Developer in substantially the form presented to and reviewed by the Governing Body on the date of this Ordinance (copies of this document are on file in the records

of the City) with such changes therein as shall be approved by the Mayor, with the Mayor's signature thereon being conclusive evidence of his approval thereof, and the same are hereby approved in all respects.

Section 2. Section 4 of Ordinance No. 2634 of the City is hereby deleted in its entirety and replaced with the following:

> **Section 4. Levy of Sales Tax**. In accordance with the Act and to provide funds to pay a portion of the costs of the Project, the Governing Body of the City hereby levies a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within the CID in the amount of 1.00%, *i.e.*, the "CID Sales Tax." The collection of the CID Sales Tax shall commence on July 1, 2022, or the earliest date thereafter on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax, and shall expire 12 years from the date the Department of Revenue begins the collection of the CID Sales Tax. The CID Sales Tax shall be administered, collected and subject to the provisions of K.S.A. 12-187 *et seq.*, this Ordinance, and the terms of any memorandum of understanding or development agreement between the City and the Developer.

Section 3. *Exhibit A* to Ordinance No. 2634 of the City is hereby deleted in its entirety and replaced with *Exhibit A* to this Ordinance.

Section 4. The Mayor, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge and deliver for and on behalf of and as the act and deed of the City, any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. This Ordinance shall be in force and take effect from and after publication of the Ordinance once in the official City newspaper. When this Ordinance becomes effective in accordance with this section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189 and shall submit a copy of this Ordinance, together with Ordinance No. 2634 of the City, for recording in the office of the register of deeds of Johnson County, Kansas.

[*Remainder of Page Intentionally Left Blank*]

PASSED by the Governing Body of the City and approved by the Mayor on April 19, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Legal Description of Plaza South CID

LOTS 1 THROUGH 7, PLAZA SOUTH, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

DEVELOPMENT AGREEMENT FOR PLAZA SOUTH CID

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of _____, 2021, by and between the **CITY OF GARDNER, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas ("City"), and **PLAZA SOUTH DEVELOPERS, LLC**, a Kansas limited liability company (the "Developer"), the developer of the CID, as defined herein.

RECITALS

A. Pursuant to K.S.A. 12-6a26 *et seq* (the "CID Act"), the City has the authority to establish a community improvement district and to implement a community improvement district sales tax within such district to finance costs of projects authorized under the CID Act.

B. The Developer has submitted a petition (the "Petition") requesting the creation of a community improvement district under the CID Act for an area described in such Petition (the "CID") (as further described in the Petition attached hereto as **Exhibit A**).

C. Under the terms of the Petition, the Developer has requested the implementation of a CID Sales Tax (as defined herein) within the CID to finance the improvements described on **Exhibit B** (the "CID Project").

D. Pursuant to the CID Act, Ordinance No. 2634 of the City, passed on November 18, 2019, as amended by Ordinance No. 2700 of the City, passed on April 19, 2021, and other proceedings of the City, the City has established the CID and has levied a 1.0% CID Sales Tax to finance costs of the CID Project, as defined herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. Capitalized words used in this Agreement shall have the meanings set forth in the recitals to this Agreement or shall have the following meanings:

"**Agreement**" means this Agreement as may be amended in accordance with the terms hereof.

"**CID**" means the Plaza South CID established by the City pursuant to the CID Act and Ordinance Nos. 2634 and 2700 of the City and containing within its boundaries the real property legally described in **Exhibit C** attached hereto.

"**CID Act**" means K.S.A. 12-6a26 *et seq*., as amended and supplemented from time to time.

"**CID Eligible Expenses**" means actual expenses related to the CID Project, including City Expenses related thereto and the City Administrative Fee, to the extent such expenses are each a "cost" of a "project" as defined in the CID Act and provided such expenses (except for the City Administrative Fee and City Expenses) are set forth on **Exhibit D**, but excluding any interest expense; provided, however, that subject to the CID Reimbursable Project Costs Cap, the actual costs for any line item expense may be greater or less than the itemized amounts set forth in **Exhibit D**, and the Developer may shift amounts among line items.

"**CID Project**" means the improvements described on **Exhibit B** attached hereto.

"**CID Reimbursable Project Costs Cap**" means, with respect to reimbursement of CID Eligible Expenses from CID Sales Tax, an amount not exceeding $950,000, excluding City Expenses and the City Administrative Fee.

"**CID Sales Tax**" means the 1.0% special community improvement district sales tax to be levied within the CID and collected pursuant to K.S.A. 12-6a31, as amended.

"**CID Sales Tax Fund**" means the Plaza South CID Sales Tax Fund created pursuant to **Section 302(a)** hereof.

"**CID Term**" shall have the meaning set forth in **Section 302(c)** of this Agreement.

"**City**" means the City of Gardner, Kansas.

"**City Administrative Fee**" means an amount equal to 3.0% of the CID Sales Tax collected within the CID for administration of this Agreement.

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

"**Department of Revenue**" means the Department of Revenue of the State.

"**Developer**" means Plaza South Developers, LLC, a Kansas limited liability company, and its lawful successors and assigns.

"**Event of Default**" means an event of default as defined in **Section 802** of this Agreement.

"**Excise Tax**" shall have the meaning set forth in **Section 203** of this Agreement.

"**Permitted Delays**" means any delay by a party performing its respective obligations hereunder, as a result of a condition or event outside the reasonable control and through no fault of the party so delayed, excluding conditions or events relating to the economic resources of such party or of other parties, it being the intent of this Agreement to construe the term "Permitted Delays" to mean events such as natural disasters, fires, market conditions, failure of suppliers or subcontractors to perform in accordance with contractual obligations and similar acts beyond the

control of the parties and does not include failure of a party to obtain necessary financing, a business decision to delay or withdraw resources to a project or similar acts related to monetary circumstances.

"**Petition**" means the Petition, together with any amended petitions, requesting the creation of a community improvement district in accordance with the CID Act and submitted by the Developer to the City Clerk.

"**Project**" means the commercial improvements served by the CID Project and located within the boundaries of the CID.

"**State**" means the State of Kansas.

Section 102. Rules of Construction. The following rules of construction shall apply in construing the provisions of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

A. The terms defined in this Article and throughout the Agreement include the plural as well as the singular.

B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

C. All references herein to "generally accepted governmental accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II
DEVELOPMENT STRUCTURE

Section 201. Scope of Agreement. This Agreement applies to the development of the CID Project utilizing the CID Sales Tax and funds of the Developer.

Section 202. Overview of Development. Subject to the terms of this Agreement, the parties agree that the Developer shall cause the CID Project to be completed pursuant to this Agreement, and the Developer shall bear the costs of the development of the CID Project. Upon

satisfaction of the conditions set forth in this Agreement, and subject to the terms herein contained, the City will reimburse the Developer for CID Eligible Expenses for the CID Project

Section 203. Excise Tax. The City levies and collects and excise tax pursuant to Article 12, Section 5 of the Constitution of the State of Kansas, Ordinance No. 2518 of the City, and K.S.A. 12-137 and 12-138 (the "Excise Tax"). The Developer has requested, and the City has provided, a credit against the Excise Tax payable in connection with the Project in the amount of $_____.

ARTICLE III
FINANCING

Section 301. Project Costs, City Expenses and City Administrative Fee. The Developer shall be responsible for funding the CID Project, which costs shall not be an obligation of the City. City Expenses shall be due and payable within 30 days after the City provides the Developer with an invoice therefor. City Expenses shall be paid from CID Sales Tax pursuant to **Section 302** of this Agreement; provided that if the CID Sales Tax then on deposit are insufficient to pay City Expenses due, the Developer shall advance funds to pay the City Expenses. The City Administrative Fee shall be paid from CID Sales Tax pursuant to **Section 302** of this Agreement. To the extent the Developer has advanced funds to pay the City Expenses, such amounts may be reimbursed from the CID Sales Tax in accordance with **Section 302** of this Agreement and such reimbursements shall not be counted against the CID Reimbursable Project Costs Cap.

Section 302. CID Financing.

(a) CID Sales Tax Fund. Pursuant to the CID Act and subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of the City, the City shall establish the CID Sales Tax Fund as a segregated fund within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the CID Act. Revenues collected from the CID Sales Tax received by the City from the Department of Revenue shall be deposited in the CID Sales Tax Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of CID Eligible Expenses. Except as otherwise set forth herein or as required by the CID Act, all CID Sales Tax shall be available for and dedicated to pay CID Eligible Expenses for the CID Project for the duration of the CID Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the Developer for CID Eligible Expenses paid by the Developer and/or the City Administrative Fee and City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay or reimburse the City for the City Administrative Fee and any City Expenses not paid by the Developer; and

Second, to reimburse the Developer for CID Eligible Expenses.

(c) CID Term. The CID term shall commence on July 1, 2022, expire on the earlier of: (i) the date on which the Developer has been reimbursed in the amount of the CID Reimbursable Project Costs Cap; or (ii) twelve (12) years from the date the Department of Revenue begins the collection of the CID Sales Tax (the "CID Term"), unless the City takes the appropriate actions required by law to terminate the CID or amend the CID Term. Except as provided herein or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate the CID or amend the CID Sales Tax or reduce the CID Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for CID Eligible Expenses.

(d) CID Financing. Any CID Sales Tax available to the Developer for payment of CID Eligible Expenses shall be by reimbursement to the Developer for CID Eligible Expenses paid by the Developer on a pay-as-you-go basis, and the City shall not issue special obligation bonds or full faith and credit bonds to advance funds for payment of such expenses.

(e) CID Sales Tax Information Confidential. The Developer acknowledges and agrees that information obtained by the City relating to the CID Sales Tax shall be kept confidential by the City in accordance with K.S.A. 75-5113, 79-3234 and 79-3657.

ARTICLE IV
ELIGIBLE EXPENSE REIMBURSEMENT PROCEDURES

Section 401. Reimbursement of Eligible Expenses.

(a) Disbursement Times. Except as provided herein, the City agrees to disburse CID Sales Tax in accordance with **Section 302** of this Agreement within 45 days after the end of each calendar quarter; provided, the City is not obligated to disburse CID Sales Tax if less than $10,000 has been received and is on deposit in the CID Sales Tax Fund (unless such disbursement is the final disbursement of CID Sales Tax, in which event all CID Sales Tax will be disbursed in accordance with the terms hereof regardless of the amount).

(b) Submission of Certification of Expenditures. The Developer shall submit to the City's Finance Director a Certification of Expenditures (in substantially the form attached to this Agreement as **Exhibit E**) signed by the Developer, with supporting documentation identifying the CID Eligible Expenses for which the Developer seeks reimbursement. The supporting documentation shall be copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfer or other payment of cash by the Developer for such expenses, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the CID Project for which reimbursement is sought, and such other documentation as the City shall reasonably request.

(c) Details of Certification; City Right to Perform Due Diligence. Each Certification of Expenditure shall contain a certification by the Developer that each CID Eligible Expense submitted for reimbursement is an eligible expense, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to retain an outside

accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement, to examine the Developer's records relating to all CID Eligible Expenses to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(d) Certification of Expenditures. The City shall either accept and certify or reject each Certification of Expenditures within 45 days after the submission thereof. If the City determines that any cost identified as a CID Eligible Expense is not eligible for reimbursement, the City shall so notify the Developer in writing within said 45-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs of the CID Project as CID Eligible Expenses with a supplemental Certification of Expenditures. The City may also request such additional information from the Developer as may be required to process the requested certification and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Certification of Expenditures that the City determines to be eligible.

(e) Conditions Precedent. As a condition precedent to disbursement of CID Sales Tax to the Developer, the Developer must: (i) not be in default under this Agreement (subject, however, to any applicable cure period); (ii) be current on the payment of ad valorem property taxes on any property owned by the Developer within Johnson County, Kansas; (iii) have submitted a Certification of Expenditure for a CID Eligible Expense, along with reasonable documents of such expenditure; and (iv) the expense identified in the Certification of Expenditure must be one that has occurred and for which the Developer is seeking reimbursement. If funds are available for disbursement in the CID Sales Tax Fund but the conditions set forth in this paragraph have not, in the reasonable judgment of the officer or agent of the City charged with disbursing such funds, been met, the City shall provide written notice of such failure to the appropriate party (a "Condition Failure Notice") within 30 days of receipt of such taxes and shall retain the funds that would have otherwise been disbursed to such party. If the condition(s) are met to the reasonable satisfaction of such officer or agent of the City within 30 days from the date of the Conditional Failure Notice, the disbursement that was withheld shall be promptly made. In the event a party disagrees in good faith with the determination of such officer or agent of the City, such party may appeal the determination to the Governing Body of the City by providing written notice to the City Clerk within 10 days of the end of the 30-day period, and the retained funds shall not be disbursed until the Governing Body directs the disbursement. Such notice of appeal shall reasonably describe the basis for such appeal. The City agrees to conduct a public hearing on such appeal within 60 days of receipt of such notice and to provide the party requesting such appeal with not less than 10 days' written notice of the hearing date, time and location. The determination of the Governing Body of the City with respect to the disbursement shall be final. Any determination by the officer or agent of the City or by the Governing Body of the City under this **Section 401** that funds should not be disbursed shall apply as to that particular disbursement only and shall not impair or in any manner affect future disbursements.

Section 402. Effect of Reimbursement if Termination. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the

City shall have no obligation to reimburse the Developer for any CID Eligible Expenses following the termination of this Agreement regardless of when the expense was submitted to the City.

ARTICLE V
DEVELOPMENT OF THE PROJECT; TIMING AND APPROVALS

Section 501. Development of Project. The Developer agrees to pursue the Project in accordance with the requirements of this Agreement and all City zoning and building requirements applicable to the Project.

Section 502. Plan Approval; Development Approval. The Developer shall submit to the City all engineering plans for public infrastructure and construction plans as required by the construction codes adopted by the City for the Project. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall use its standard procedures for review and approval of such submissions so as to not unduly hinder or delay the Project.

Section 503. Indemnification. The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand to the extent resulting from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City written notice of any claim, suit or demand which may be subject to this provision at the earliest feasible date.

Section 504. Local, State and Federal Laws. The Developer agrees to abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 505. Nondiscrimination During Construction. The Developer, for itself and its successors and assigns, agrees that in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

Section 506. City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction development or work. The City shall follow its standard procedures for providing assistance to the Developer in securing these permits.

ARTICLE VI
REAL ESTATE TAXES

Section 601. Agreement to Pay Taxes and Assessments; Right to Protest. The Developer agrees that it shall (to the extent the Developer has not sold such property, or any portion thereof, to third parties) pay, or cause to be paid, taxes and assessments levied upon

property within the CID promptly on or before the due date of such tax bills. The Developer shall have the right to pay said taxes under protest in accordance with applicable law and agrees to provide prompt written notice to the City if it elects to pay said taxes under protest or of any appeal of real estate taxes or valuation of any property owned by the Developer within the CID by the County Appraiser.

ARTICLE VII
USE, ASSIGNMENT, SALE AND LEASE

Section 701. Use Restrictions; Operation and Maintenance. The allowable uses on the property and within the CID will be subject to the lawful zoning power of the City and will not be subject to use restrictions solely by virtue of this Agreement; provided, however, that the Developer shall maintain the Project, or shall cause the Project to be maintained, in good condition and repair, ordinary wear and tear excepted, and in a manner consistent with comparable first-class commercial facilities in the greater Kansas City metropolitan area.

Section 702. Restriction on Transfer. There shall be no restriction in the sale, transfer or leasing of the property within the CID.

Section 703. Transfer of Obligations. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, subject to the approval of the Governing Body of the City. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the applicable conditions and restrictions to which the Developer is subject. The City shall notify the Developer within 45 days of receipt by the City of a written request to approve a proposed assignment under this Section of its approval or disapproval. All written requests for approval of a proposed assignment shall include a description of the qualifications and financial resources of the proposed assignee and the form of a proposed assignment and assumption agreement. If the City elects to disapprove a requested assignment, it will include in its notice to the Developer the basis for the disapproval. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees to record the assignment in the office of the register of deeds of Johnson County, Kansas, in a timely manner following the execution of such agreement. Notwithstanding anything herein to the contrary, Developer may, upon prior written notice to the City (and without the need for the City's approval), assign this Agreement, in whole or in part, to an entity that is more than 50% owned or controlled by the Developer; provided such entity assumes in writing all applicable obligations of the Developer under this Agreement.

Section 704. Assumption of Obligations. The parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the

CID shall be bound by any obligation of Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the CID shall be entitled to any rights whatsoever or claim upon the CID Sales Tax, except as specifically authorized in writing by the Developer and as provided in this Agreement.

Section 705. Change of Ownership. The Developer shall promptly provide written notice to the City of any change in the owners/members owning/comprising more than 50% of the Developer.

ARTICLE VIII
BREACH, DEFAULTS AND REMEDIES

Section 801. Breach. If the Developer or City does not comply with provisions of this Agreement, including provisions of the Petition, within the time limits and in the manner for the completion of the CID Project as herein or therein stated, except for Permitted Delays, shall constitute a breach of this Agreement and the breaching party shall be granted an opportunity to cure as provided in **Section 802** prior to such breach being deemed an "Event of Default" as defined in **Section 802.**

Section 802. Event of Default—General. The following events shall constitute an "Event of Default" under this Agreement:

(a) Subject to the extensions of time set forth in **Section 807**, failure or delay by either party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in subsection (b) below, constitutes an Event of Default under this Agreement. A party claiming a breach (claimant) shall give written notice of breach to the other party, specifying the breach complained of.

(b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the other party within fourteen (14) days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or, if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. In the event the breaching party refuses or is unable to cure, correct or remedy such breach within the time limits stated in this subsection, then such failure shall be deemed an Event of Default and the nonbreaching party shall be entitled to the remedies set forth in **Section 803**.

(c) If the Developer has assigned, in whole or in part, rights, duties and obligations under this Agreement to another entity in accordance with **Section 703** hereof, a failure of an assignee to perform any of the duties and obligations assigned to the assignee by the Developer in accordance with **Section 703** shall not constitute an "Event of Default" with respect to the Developer and will not give rise to any remedies against the Developer under this Agreement, including, but not limited to, any remedies which would adversely affect the Developer's rights to reimbursement, whether or not such remedies are specifically directed towards the Developer.

Section 803. Remedies on Event of Default.

(a) Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take one or more of the following remedial steps:

(i) compel specific performance (except for performance of the construction of the CID Project);

(ii) withhold or apply funds from the CID Sales Tax Fund to such extent as is necessary to protect the City from loss and/or to ensure that such portions of the CID Project that the City deems are in the best interest of the City are successfully implemented in a timely fashion;

(iii) refuse to approve any further reimbursements for CID Eligible Expenses and make any disbursements until such Event of Default is cured by Developer;

(iv) pursue any remedy at law and in equity; and/or

(v) terminate this Agreement.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement (except for specific performance of the construction of the CID Project), to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the City resulting from such Developer default.

(c) Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer shall have the right, but not the obligation to:

(i) terminate this Agreement; and/or

(ii) pursue any remedy at law or in equity,

(d) The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the Developer resulting from such City default.

(e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party. No waiver made by

either party shall apply to obligations beyond those expressly waived. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit them in any way.

Notwithstanding any termination of this Agreement by the Developer as permitted herein, the Developer shall continue to be liable for all City Expenses, only to the extent such City Expenses are incurred through the date of termination of this Agreement.

Section 804. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made to:

Plaza South Developers, LLC
Attention: Ms. Asta VanKeirsbilck
6756 Maurer Road
Shawnee, Kansas 66217

as its agent to receive service of process or other legal summons for purposes of any such action or proceeding.

Section 805. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 806. Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 807. Permitted Delays. Notwithstanding anything in this Agreement to the contrary, any Permitted Delays by a party performing its respective obligations hereunder shall not render such party in default or breach hereof (or give rise to any other party's exercise of rights or remedies hereunder, including, without limitation, the City's termination of this Agreement) and shall result in automatic good faith extensions of any starting or completion dates affected thereby, provided such delayed party continues to exercise good faith and due diligence in attempting to resolve the cause of any such delay and to continue to perform hereunder.

ARTICLE IX
GENERAL PROVISIONS

Section 901. Time of Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 902. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the parties to this Agreement or their successors in interest.

Section 903. Immunity of Officers, Employees and Members. No personal recourse shall be had for the payment of the cost of the Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future owner, officer, manager, member, employee or agent of a party to the Agreement, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future owner, officer, manager, member, employee or agent of a party to this Agreement shall be personally liable to the City, the Developer or any successor in interest, for any default or breach by the City, Developer or any successor in interest.

Section 904. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction for purposes strictly related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall carry proper identification, and shall not in any manner impair, hinder or interfere with the construction activity; provided, however, nothing herein is intended to limit or restrict rights the City has to inspect or otherwise have access to the Project in the performance of its governmental role.

Section 905. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersede all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement, including, without limitation, that certain Memorandum of Understanding dated as of November 18, 2019, by and between the City and the Developer, and is a full integration of the agreement of the parties.

Section 906. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 907. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 908. Governing Law; Venue; Attorney Fees. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Johnson County, Kansas or the U.S. District Court for the District of Kansas in Kansas City, Kansas. In the event such litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted, to the extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles.

Section 909. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the City:

City of Gardner, Kansas
120 E. Main Street
Gardner, KS 66030
Attn: City Administrator

With copy to:

Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108
Attn: Tyler Ellsworth

To the Developer:

Plaza South Developers, LLC
6756 Maurer Road
Shawnee, Kansas 66217
Attention: Ms. Asta VanKeirsbilck

With copy to:

Woodworth Law Firm, LLC
7111 W. 151st Street, Suite 362
Overland Park, Kansas 66223
Attention: Stan Woodworth

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, national recognized overnight courier (*e.g.*, FedEx), or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 910. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 911. 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.

Section 912. Recordation of Agreement. The parties agree to execute and deliver a memorandum of this Agreement in mutually acceptable form for recording in the real property records of Johnson County, Kansas.

Section 913. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

Section 914. Survivorship. Notwithstanding the termination of this Agreement, **Section 503, Section 903** and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 915. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF GARDNER
a Kansas municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this _____ ___, 2021, before me, a Notary Public in and for said County and State, came Steve Shute, Mayor of the City of Gardner, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Sharon Rose, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

_____
Notary Public in and for said County and State

My Commission Expires: _____

PLAZA SOUTH DEVELOPERS, LLC
a Kansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ ___, 2021, before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Plaza South Developers, LLC, a Kansas limited liability company, and that said instrument was signed on behalf of said company, and said _____ acknowledged said instrument to be the free act and deed of said company.

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

[SEAL]

_____
Notary Public in and for said County and State

My Commission Expires: _____

EXHIBITS

Exhibit A	CID Petition
Exhibit B	CID Project
Exhibit C	CID Legal Description
Exhibit D	CID Eligible Expenses
Exhibit E	Form of Certification of Expenditures

EXHIBIT A

CID PETITION

[*see following pages*]

EXHIBIT B

CID PROJECT

The general nature of the community improvement district project (the "CID Project") is: construction of turn lane on Gardner Road and water, sanitary sewer, and storm sewer public infrastructure for Plaza South commercial project at Northeast Corner of 188th Street and Gardner Road in Gardner, Kansas, all within the Plaza South CID located on the property legally described on ***Exhibit C***.

EXHIBIT C

CID LEGAL DESCRIPTION

LOTS 1 THROUGH 7, PLAZA SOUTH, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

EXHIBIT D

CID ELIGIBLE EXPENSES

Description	CID Eligible Expense*
Gardner Road Turn Lane	$92,063
Water, Sanitary, and Storm Sewer Infrastructure	$690,806
Inspection Fees	$39,143
Preliminary Engineering	$20,000
Final Engineering	$62,629
TOTAL	**$904,641.00**

* Total CID reimbursement shall not exceed the CID Reimbursable Project Costs Cap. Developer may shift amounts among qualified line items.

EXHIBIT E

FORM OF CERTIFICATION OF EXPENDITURES

Date: _____
Certificate # _____

Governing Body of the
City of Gardner, Kansas

In accordance with the Development Agreement for Plaza South CID dated as of _____, 2021 (the "Agreement"), between the City of Gardner, Kansas (the "City"), and Plaza South Developers, LLC (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. To the best of my knowledge, all amounts are CID Eligible Expenses (as defined in the Agreement) that are reimbursable to the Developer pursuant to the Agreement and the Act (as defined in the Agreement).

2. All amounts have been advanced by the Developer for eligible expenses requested in the Certification and represent the fair value of work, materials or expenses.

3. No part of such amounts has been the basis for any previous request for reimbursement under the Agreement.

The Developer further certifies that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certification is $_____ which amount is itemized on **Exhibit 1** attached hereto and which **Exhibit 1** includes ____ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate.

PLAZA SOUTH DEVELOPERS, LLC
a Kansas limited liability company

By: _____
Name: _____
Title: _____

Date: _____
Certificate # _____

$_____ Amount of eligible expenses requested by this Certification # _____

$_____ Amount of eligible expenses for this Certification # _____ Disapproved

$_____ Amount of eligible expenses for this Certification # _____ Approved

CITY OF GARDNER, KANSAS

By: _____
Name: _____
Title: _____

EXHIBIT 1 TO
CERTIFICATION OF EXPENDITURES
(PLAZA SOUTH CID)
PAGE ____ OF _____

Date: _____
Certificate # _____

Description of Expense (attach additional supporting documentation)	**Amount of Expense**
	$_
	$_
	$_
	$_
Total Expenses	$_

_____
Initials of Developer

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 4

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution authorizing the construction of certain sewerage system improvements and authorizing the issuance of general obligation bonds to pay the cost of such improvements

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution authorizing the construction of certain sewerage system improvements and authorizing the issuance of general obligation bonds in an amount not to exceed $400,000to pay the cost of improvements all pursuant to K.S.A. 12-617 and 12-618.

Background/Description:
The replacement of the UV system was identified in the 2015 Wastewater Utility Assessment. The current UV system experiences frequent breaks during high flows causing water to leak into the lower level of the building.

The total estimated project cost is $400,000, including costs of issuance for the bonds.

Financial Impact:
The City anticipates issuing general obligation bonds to finance the replacement of the UV System. Future annual debt service payments will come from the Wastewater Fund.

Attachments Included:
- Resolution No. 2082

Suggested Motion:
Adopt Resolution No. 2082, a resolution authorizing the construction of certain sewerage system improvements and authorizing general obligation bonds to be issued in an amount not to exceed $400,000 to pay the cost of such improvements, all pursuant to K.S.A. 12-617 and 12-618.

RESOLUTION NO. 2082

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF CERTAIN SEWERAGE SYSTEM IMPROVEMENTS AND AUTHORIZING GENERAL OBLIGATION BONDS TO BE ISSUED IN AN AMOUNT NOT TO EXCEED $400,000 TO PAY THE COST OF SUCH IMPROVEMENTS, ALL PURSUANT TO K.S.A. 12-617 AND 12-618.

WHEREAS, pursuant to K.S.A. 12-617 and 12-618 (the "Act"), any city having a population of less than 80,000 which has not divided the city into more than one district for sewer purposes is authorized to provide for a system of sewerage, to build and construct sewers and to issue general obligation bonds to pay the cost thereof;

WHEREAS, the City of Gardner, Kansas (the "City"), is a city with a population of less than 80,000 which has not divided the City into more than one district for sewer purposes;

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and desirable to provide funds to make sewer system improvements at the City's Kill Creek Water Resource Recovery Facility, including: (a) removal of the existing UV disinfection system, together with all related appurtenances; and (b) installation of a new UV disinfection system, together with all related appurtenances (collectively, the "Project"), at an estimated total cost of $400,000, including costs of issuance for general obligation bonds;

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and desirable to pay the cost of the Project with the proceeds of general obligation bonds of the City; and

WHEREAS, the Governing Body of the City hereby finds and determines that the Project is necessary to provide one or more systems of sewerage for the City and, therefore, is authorized to be constructed under the Act;

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

Section 1. The Governing Body of the City hereby authorizes the design and construction of the Project at a total estimated cost of $400,000. General obligation bonds of the City in an amount not to exceed $400,000 are authorized to be issued to pay the cost of the Project.

Section 2. In accordance with United States Treasury Regulation 1.150-2, the Governing Body of the City hereby indicates its intent to reimburse the City with the proceeds of bonds, notes or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for costs of the Project in an amount not to exceed $400,000.

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

ADOPTED by the Governing Body of the City of Gardner, Kansas, on April 19, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

COUNCIL ACTION FORM **NEW BUSINESS ITEM NO. 5**

MEETING DATE: APRIL 19, 2021

STAFF CONTACT: RYAN DENK, CITY ATTORNEY

Agenda Item: Consider adopting a Charter Ordinance amending Charter Ordinance No. 27 establishing the term of office and swearing-in of members of the City's Governing Body

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

Department: Administration

Staff Recommendation:
Staff recommends Council adopt a Charter Ordinance amending Charter Ordinance No. 27 establishing the term of office and swearing-in of members of the City's Governing Body pursuant to K.S.A. 25-313 and K.S.A. 25-2120.

Background/Description of Item:

On July 1, 2019, Kansas Senate Bill 105, an act concerning cities; relating to elections; amending K.S.A. 25-313 and K.S.A. 2018 Supp. 25-2120 and repealing the existing sections, was passed by the Kansas legislature.

Senate Bill 105 states:

"Be it enacted by the Legislature of the State of Kansas:

Section 1. K.S.A. 25-313 is hereby amended to read as follows: 25-313. (a) Except as provided in subsection (b), the regular term of office of all state, district, county and, township and municipal officers shall begin on the second Monday in January next after the election, except as otherwise provided by law. (b) The regular term of office for all city officers shall begin on a date established by resolution of the city. The date shall be on or after December 1 following the certification of the election and no later than the second Monday in January following the certification of the election. If a city does not establish an alternative date for elected officials taking office, the term shall begin on the second Monday in January.

Sec. 2. K.S.A. 2018 Supp. 25-2120 is hereby amended to read as follows: 25-2120. The county election officer who conducts the city election shall promptly certify to the city governing body the determination of election results made by the county board of canvassers. The term of office shall commence on a date established by resolution of the city on or after December 1 following the certification of the election and no later than the second Monday in January following certification of the election. If a city does not establish an alternative date for elected officials taking office, the term shall begin on the second Monday in January. Every person elected or appointed to city office, before entering upon the duties of such office, shall take and subscribe an oath or affirmation as specified in K.S.A. 54-106, and amendments thereto, and every such oath or affirmation shall be filed with the city clerk."

In summary, these changes allow cities to establish terms of office beginning on or after December 1 following the certification of an election, providing the city establishes a term start

date through the passage of a resolution. Resolution No. 2044 was approved at the November, 19, 2019 City Council meeting.

The attached Charter Ordinance establishes the first December City Council meeting following the certification of the election results as the swearing in date and the commencement for the term of office for the elected members of the Governing Body. Additionally, the Charter Ordinance provides additional clarity to fill vacancies for the remainder of the term for that office.

Attachments:

- Charter Ordinance No. 29

Suggested Motion:

Adopt Charter Ordinance No. 29, a charter ordinance amending Charter Ordinance No. 27, establishing the term of office and swearing-in of members of the Governing Body of Gardner, Kansas.

CHARTER ORDINANCE NO. 29

A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE NO. 27, ESTABLISHING THE TERM OF OFFICE AND SWEARING-IN OF MEMBERS OF THE GOVERNING BODY OF GARDNER, KANSAS.

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

SECTION 1: Section 1 of Charter Ordinance No. 29 of the City of Gardner, Kansas shall be amended to provide as follows:

"The City, by virtue of the powers vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby enacts the following substitute and additional provision (replacing K.S.A. 14-103, 14-109, 14-201, 14-204, 14-205, 14-308, 25-313, and 25-2120 provided that only those provisions of K.S.A. 14-109 and 14-205, as may be amended, relating to the qualifications of the members of the governing body are not substituted and replaced by this Charter Ordinance with the remainder of such statutes being substituted and replaced hereby and further replacing Charter Ordinance No.4):

Election of officers; terms; vacancies. The mayor and five councilmembers shall constitute the governing body of the city and shall be elected at-large for four-year terms or until their successors are qualified. The term of office for all elected members of the Governing Body, including all members of the City Council and the Mayor, shall commence upon their swearing-in, which shall occur at the City's first December City Council meeting following the certification of the election.

A general election of city officers shall take place on the Tuesday succeeding the first Monday in November of every odd year for all such governing body positions whose terms have expired. Those elected in November general elections shall be sworn in and take office on the first meeting of the City Council following the certification of election results. All elections for the City of Gardner, Kansas shall be nonpartisan.

The officers elected hereunder shall be qualified pursuant to the laws of the State of Kansas. The removal from the City of any officer elected hereunder who is required by State law to be a qualified elector thereof, shall occasion a vacancy in such office.

In case of a vacancy in the council occurring by reason of resignation, death, or removal from office or from the city, the governing body shall appoint a qualified elector to fill the vacancy for the remainder of the term for that office. In case any person elected as a council member neglects or refuses to qualify within 30 days after election, the council member shall be deemed to have refused to accept the office and a vacancy shall exist. The governing body shall appoint a qualified elector to fill the vacancy.

In case of a vacancy in the office of mayor, the president of the council shall become mayor for the remainder of the term for the office of Mayor and a vacancy shall occur in the office of the councilmember becoming mayor."

SECTION 2. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION 3. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed requiring a referendum to be held on this ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED by the governing body, not less than two-thirds of the members elect voting in favor thereof, the ____ day of _____, 2021.

CITY OF GARDNER, KANSAS

{SEAL}

_____
Steve Shute, Mayor

ATTEST:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 6

MEETING DATE: APRIL 19, 2021
STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider adopting an ordinance amending Chapter 2.05.040 of the Municipal Code of the City, entitled "Governing Body Rules of Procedure"

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

Department: Administration

Staff Recommendation:
Staff recommends adopting an ordinance amending Chapter 2.05.040 of the Municipal Code of the City, entitled "Governing Body Rules of Procedure".

Background/Description of Item:
Governing Body Rules of Procedure (GBROP) was first adopted on March 18, 2013 by Ordinance 2424 and provides the necessary guidelines for the conduct of orderly meetings of the Governing Body. It contains rules and procedures found in City ordinances and includes best practices used by municipalities throughout the Kansas City area. Since then, the document has been updated five separate times:

- The adoption of Charter Ordinance No. 26 on May 19, 2014 necessitated updating portions of the GBROP in order to align both documents. This update occurred on August 4, 2014 with the passage of Ordinance 2415 with the changes being made to Chapters 1, 2, and 5.

- At the December 15, 2014 City Council Meeting, the City Council adopted Ordinance 2474 changing the Electric Utility Advisory Board to a Utility Advisory Commission. Additional revisions to GBROP regarding an update to the applicable nomenclature and an update regarding the commission interview process were made with the passage of Ordinance 2477 on January 20, 2015.

- The most recent major revision to GBROP occurred with the passage of Ordinance 2490 on July 13, 2015. With this revision, updates were made to Chapters 2, 3, and 5. These updates included the clarification that an Interview Team was to be utilized for Board and Commission appointments, the additional definition of multiple new item-types for the agenda, and various housekeeping items.

- On September 18, 2017, Ordinance 2556, an ordinance amending Chapter 2(D) of the GBROP to provide for an appeal of the Mayor's determination relating to order of a meeting and determination of matters relating to the conduct of a meeting to the City Council was passed. This was related to a concern regarding live-streaming.

- On March 18, 2019, Ordinance 2605 amended twenty-two "housekeeping" items identified, with necessary changes for reasons including the following: aligning the document with current City ordinances and/or state statutes, removing redundancies, correction or removal of outdated language, adjustment of language or word order for consistency or clarity, and the removal of unnecessary or extraneous wording. Additional

items included conflict of interest language, social media usage, clarification of attendance expectations, options for reprimand or censure, and clarification of the agenda item submission process. A “Planning and Zoning Consent Agenda” subsection was added

The adoption of Charter Ordinance No. 29 on April 19, 2021 necessitated updating portions of the GBROP in order to align both documents.

Attachments:

- Summary of suggested edits to *Governing Body Rules of Procedure*
- Clean version of April 19, 2021 *Governing Body Rules of Procedure*
- Ordinance No. 2701

Suggested Motion:

Adopt Ordinance No. 2701, an ordinance amending Chapter 2.05.040 of the Municipal Code of the City of Gardner, Kansas, entitled “Governing Body Rules of Procedure” and incorporating by reference the *Governing Body Rules of Procedure*, under the provisions of K.S.A. 12-3009 through 12-3012

Edits:

- **Chapter 2(B) Newly Elected Members**
  - Edit this section to change the time when newly elected members are sworn into office

  Newly elected Council Members are sworn into office on the ~~second Monday in January following certification of the regular municipal election held in November of each odd year~~ at the first December City Council meeting following the certification of the election held in November of each odd year.

- **Chapter 2(G), Paragraph 1:**
  - Provide additional clarity for filling vacancies to serve that term of office

  In case of a vacancy in the Council occurring by reason of resignation, death, or removal from office or from the City, the Governing Body shall appoint a qualified elector to fill the vacancy ~~until the next election for that office~~ for the remainder of the term for that office.

Governing Body Rules of Procedure

2021 Edition

Passed on April 19, 2021

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CHAPTER 1 – AUTHORITY OF RULES

A. AUTHORITY

The Governing Body shall establish its own Rules of Procedure in a clear and concise manner to assist them in the general conduct of City business. For those matters not covered by these rules, the procedure shall be decided by a majority vote of the Governing Body. These rules (with the exception of those included in Charter Ordinance No. 19 and Charter Ordinance No. 26) may be altered, amended or repealed by ordinance at any time by a majority vote of the entire Governing Body. Until such time as they are amended or new rules adopted by ordinance, these rules shall prevail to govern the order and conduct of business of the Governing Body. The rules may not be suspended by the Governing Body during any meeting.

During City Council discussions, deliberations, and proceedings, the Mayor has been designated with the primary responsibility to ensure that the Governing Body and members of the public adhere to the Council's norms and procedures.

B. APPLICATION

These procedures shall be applicable to all members of the Governing Body.

C. DEFINITIONS

Chair: When the term Chair is referred to in this publication, it is understood to mean the Mayor or President of the Council

City Council: The five (5) elected Council Members

Governing Body: The five (5) Council Members and Mayor, collectively

CHAPTER 2 – COUNCIL ORGANIZATION AND DUTIES

A. GOVERNING BODY

The Mayor and five Councilmembers shall constitute the Governing Body of the City and shall be elected at-large for four-year terms or until their successors are qualified. (*Charter Ordinance No. 19, Sec. 3, Ordinance No. 2046, and Charter Ordinance No. 26, Sec. 4*)

The officers elected hereunder shall be qualified pursuant to the laws of the State of Kansas. The removal from the City of any officer elected hereunder, who is required to be a qualified elector thereof, shall occasion a vacancy in such office. (*Charter Ordinance No. 19, Sec. 3 and Charter Ordinance No. 26, Sec. 4*)

B. NEWLY ELECTED MEMBERS

Newly elected Council Members are sworn into office at the first December City Council meeting following the certification of the election held in November of each odd year.

C. DUTIES OF THE GOVERNING BODY

City Council Members and City staff shall conduct the business of the City of Gardner:

- Recognizing that the stewardship of the public interest must be of primary concern
- Working for the common good of the people of Gardner
- Ensuring fair and equal treatment of all persons, claims and transactions coming before the City Council and City Council established boards and commissions

D. DUTIES OF THE MAYOR

The Mayor shall:

- Preside at all meetings of the Council and shall have a tie-breaking vote when the Council is equally divided and in instances where Kansas Statutes specifically dictate a vote of the Governing Body. The Mayor shall have the power to approve or veto any ordinance as the laws of the state shall prescribe (*Ordinance No. 2046*)
- Be responsible for the control, debate and order of speakers
- Decide all questions of order, subject to an appeal by any Member to the City Council (*Ordinance No. 2556*)
- Confine debate to matters under discussion
- Put to a vote all matters properly presented before the City Council and to declare the result thereof for the record

- Authenticate by signature all acts made by the authority of the City Council
- Have the authority necessary to enforce the rules and prevent the misuse of motions or established procedure, the abuse of privileges, or obstruction of the business of the City Council, subject to the appeal by any Member to the City Council (*Ordinance No. 2556*)
- Serve as the representative of the City Council at ceremonial functions and may, at his/her own discretion, ask another Council Member to represent the Council at the function

E. DUTIES OF THE PRESIDENT OF THE COUNCIL

The President of the Council shall:

- Be appointed from members of the City Council by a majority vote at its second regular Council meeting in January following a regular municipal election
- In the absence of the Mayor, preside at City Council meetings *(Ordinance No. 2046)*
- When occupying the place of Mayor, have the same privileges as other members *(Ordinance No. 2046)*

F. DUTIES OF THE VICE-PRESIDENT OF THE COUNCIL

The Vice-President of the Council shall:

- Be appointed from members of the City Council by a majority vote at its second regular Council meeting in January following a regular municipal election
- In the absence of both the Mayor and the President of the Council, the Vice-President of the Council shall be styled "Acting President of the Council." *(Ordinance No. 2046)*
- When occupying the place of Mayor, have the same privileges as other members *(Ordinance No. 2046)*

G. SUCCESSION IN OFFICE

In case of a vacancy in the Council occurring by reason of resignation, death, or removal from office or from the City, the Governing Body shall appoint a qualified elector to fill the vacancy for the remainder of the term for that office. In case any person elected as a Councilmember neglects or refuses to qualify within 30 days after the election, the Councilmember shall be deemed to have refused to accept the office and a vacancy shall exist. The Governing Body may appoint a qualified elector to fill the vacancy. *(Charter Ordinance No. 29)*

In case of a vacancy in the office of Mayor, the President of the Council shall become Mayor until the next regular election for that office and a vacancy shall

occur in the office of the Councilmember becoming Mayor. *(Charter Ordinance No. 19, Sec. 3 and Charter Ordinance No. 26, Sec. 4)*

Appointment Process

The City Clerk will coordinate the appointment process beginning with the notification to the general public of openings on the City Council. Openings will be advertised for two weeks via the City's official newspaper, the City's website (www.gardnerkansas.gov), and other social media outlets.

Appointments to the City Council shall be based upon applications filed in the City Clerk's Office. Members of the public are encouraged to visit the City's website where they can choose one of two options to apply for an appointed position as a City Council Member. The first option offers a printable Public Service Application which can be accessed directly through the City's website, completed, and returned to the City Clerk's Office via the United States Post Office or by facsimile transmission. The second option allows the submittal of the Public Service Application electronically via an online application process which can be accessed through the City's website. Paper applications will be available at City Hall via the City Clerk's Office. Public Service Applications are always welcomed by the City Clerk and shall be kept for a period of one calendar year. The City Clerk will call upon the City Council to submit the names of potential candidates should there be no applications for appointment on file.

After the City Council opening has been advertised for two weeks, the City Clerk shall provide to the Governing Body a list of the applicants who are qualified pursuant to the laws of the State of Kansas. The Council will then be given one week to advise the City Clerk of any potential issues with any of the candidates.

The applicants will then be invited to the next regularly scheduled City Council Meeting for an interview with the Governing Body. The Governing Body will interview the applicants at the City Council Meeting and vote to appoint one of the applicants to fill the vacant City Council position until the next election. The Governing Body may conduct second interviews or start the appointment process over if they believe none of the applicants are qualified. A copy of the nominee's Public Service Application will be included in the Council packet for the meeting at which the interviews will be conducted.

CHAPTER 3 – CONDUCT OF THE GOVERNING BODY

A. GENERAL CONDUCT

These rules are intended to facilitate, and not obstruct, the orderly conduct of meetings of the Gardner City Council. The purpose of these rules is to provide an orderly and consistent procedure for conducting such meetings. These rules should be followed as necessary to conduct the meetings of the Gardner City Council.

All members have and share equal rights, privileges, responsibilities and obligations which include but are not limited to the following:

- All Members present and participating in meetings have the right to make, second, or amend motions
- All Members present and participating have the right to participate in debate when discussion is permitted
- All Members have the right to make inquiries and seek clarification or further information on pending matters
- All Members present for meetings have the right to vote on matters, unless prevented by a conflict of interest. Governing Body members are encouraged to recuse themselves from participating in discussion about or voting on matters relating to items for which they have a conflict of interest. Conflict of interest shall be defined as having substantial interest in a topic being considered by the Governing Body. Substantial interest shall include the following:
    - A Governing Body member and/or his/her spouse (individually or collectively) owns a legal or equitable interest exceeding $5,000 or 5% of any business, whichever is less
    - A Governing Body member and/or his/her spouse (individually or collectively) has received taxable compensation of $2,000 or more from a business
    - A Governing Body member and/or his/her spouse, holds a position of officer, director, associate, partner, or proprietor of any business, other than organizations exempt from federal taxation of corporations under section 501(c)(3), Chapter 26, of the United States Code, regardless of the amount of compensation received from such a position
- It is important that all Members commit to attending meetings to ensure that the business of the City can be conducted effectively and to ensure fairness to the public, other Council Members, and staff that attend the meetings. Members expecting to be absent from a meeting should notify the City Clerk prior to the meeting, who will be responsible for notifying the Mayor prior to the start of any meeting. Proper attendance shall be defined as the following:
    - Not missing three consecutive meetings without an excuse

        - "Excuse" shall mean more than inconvenience and includes illness or family emergency
    - Failing to attend a minimum of 2/3 of regular meetings in a rolling 12 month period
- While in person attendance is preferred, Governing Body members needing to attend the meeting via telephone shall contact the City Clerk in advance of the meeting to make arrangements to do so. Attendance via telephone is limited to one (1) member of the Governing Body, and shall be determined on a first come, first served basis. It is the responsibility of the Governing Body member attending via telephone to notify the City Clerk immediately if the connection is lost in order to ensure accurate record keeping

B. CONDUCT WITH MEMBERS

Members shall conduct themselves in a proper, businesslike manner during all proceedings of the City Council, and shall respect and follow the rules. Each Member shall demonstrate courtesy and respect for the Council, for the public, for staff and for other Members. No Member shall conduct themselves in a manner that is unbecoming of a Member of the Governing Body.

Governing Body Members shall:

- Value each other's time
- Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments
- Preserve order and decorum during the meeting
- Support the laws established by the City Council
- Abide by the *Governing Body Rules of Procedure* in conducting the business of the City of Gardner
- Govern themselves as to the length of their comments
- Limit their comments to the subject matter, item, or motion being currently considered
- Not delay or interrupt the proceedings or the peace of City Council meetings, nor disturb any Member while speaking, by conversation or otherwise, nor disobey the orders of the City Council or the presiding officer, except as otherwise herein provided
- Attempt to build consensus on an item through an opportunity for dialogue, but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority
- Have the right to dissent from, protest, or comment upon any action of the City Council
- Respect each other's opportunity to speak and, if necessary, agree to disagree
- Avoid offensive negative comments and shall practice civility

- Assist the Mayor's exercise of duty to maintain order

C. CONDUCT WITH CITY ADMINISTRATOR AND STAFF

Governing Body Members shall:

- Communicate with the City Administrator and the appropriate Department Director(s) directly on issues and concerns, requests for information or research on a given topic, and questions on City Council agenda items. Responses will be copied to all Governing Body members
- Not direct staff to initiate any action, change a course of action, or prepare any report that is significant in nature or initiate any project or study without the approval of a majority of the City Council
- Direct the City Administrator to implement City Council's policy decisions through the administrative functions of the City
- Treat staff professionally and refrain from publicly criticizing individual employees
- Avoid involvement in personnel issues except during City Council executive sessions regarding City Council appointed staff such as the City Administrator, including hiring, firing, promoting, disciplining and other personnel matters
- Discuss directly with the City Administrator privately, as appropriate, any displeasure over work or behavior with a department or staff member
- Present citizen complaints to the City Administrator so the complaint and request for information can be disseminated to staff for appropriate action

D. CONDUCT WITH THE PUBLIC

Governing Body Members shall:

- Make the public feel welcome
- Be impartial, respectful and without prejudice toward the public
- Listen courteously and attentively to public comments
- Represent official policies or positions of the City Council first
- Explicitly state when their opinions and positions do not represent the City Council when representing their individual opinions and positions, including on social media
- Make no promises to the public on behalf of the Council, including on social media

E. CONDUCT WITH OTHER AGENCIES

Governing Body Members shall:

- Project a positive image of the City when dealing with other agencies

- Show tolerance and respect for other agencies' opinions and issues and, if necessary, agree to disagree
- Represent official policies or positions of the City Council first when designated as delegates of a legislative body
- Explicitly state when their opinions and positions do not represent the City Council when representing their individual opinions and positions
- Have the ability to lobby or discuss issues that have been adopted by the legislative bodies or are standing policies of the legislative body with other legislators, government officials or developers

F. CONDUCT WITH COMMISSIONS, BOARDS AND COMMITTEES

Governing Body Members shall:

- Treat all members of boards, committees and commissions with appreciation and respect.
- Refrain from participation in committee and commission meetings for the purpose of influencing the outcome of said meetings.

G. CONDUCT WITH THE MEDIA

Governing Body Members shall:

- Not discuss or go "off the record" with the media to discuss confidential or privileged information pertaining to executive sessions, attorney-client privileged or attorney work product communications including without limitation personnel, litigation or real property negotiations
- In conjunction with the Public Information Officer, provide non-confidential, non-privileged background information when acceptable

Press releases will be prepared by City staff and routed to the City Administrator for approval before release to the media.

Police responses and/or press releases regarding emergencies may be reported directly to the media by the Police Department's Public Information Officer.

H. LITIGATION AND CONFIDENTIAL INFORMATION

Governing Body Members shall:

- Keep all written materials and verbal information provided to them on matters that are confidential under state law in complete confidence to ensure that the City's position is not compromised
- Not disclose or mention any information in these materials to anyone other than City Council Members, the City Administrator or City Attorney

I. ETHICAL CONDUCT

Governing Body Members shall:

- Receive at least two hours of training in ethics, conflicts of interest, open meeting laws, bias prohibitions, etc., every year to be coordinated through the City Clerk's Office
- Conduct themselves in accordance with such training

CHAPTER 4 – CITY COUNCIL MEETINGS AND SCHEDULES

A. REGULAR MEETINGS

Regular meetings of the Council shall be held on the first and third Mondays of each month at the hour of seven (7:00) o'clock P.M., at the Gardner City Hall, 120 East Main, Gardner, Kansas, or at such other locations within the City as determined by a majority of the council members. *(Ordinance No. 2046)*

In the event the first or third Monday is a legal holiday, the regular meeting shall be held on the next day thereafter that is not a legal holiday. *(Ordinance No. 2046)*

Any alternate location or change in meeting time shall be specified in the notice for the meeting. All meeting notices are to be posted by the City Clerk on the City's website and in the public notice case in the lobby of City Hall 72-hours prior to the meeting.

B. SPECIAL MEETINGS

All meetings that are not spelled out in the regular meeting ordinance are considered "special meetings." Only the business for which the special meeting is called may be considered and acted upon by the Governing Body.

Special meetings may be called by the Mayor or acting Mayor on the written request of any three members of the Council, specifying the object and purpose of such meeting, which request shall be read at the meeting. (Ordinance No. 2046)

The process to request a special meeting will be as follows:

- The Councilmember seeking a special meeting shall email the Mayor or acting Mayor requesting such meeting, specifying the object and purpose
- The Mayor or acting Mayor will then inform the City Administrator and the City Clerk of the special meeting request
- The City Clerk initiates an email to the entire Governing Body explaining that a Councilmember would like to call a special meeting to discuss a specific topic. The email will instruct the Councilmembers to reply only to the City Clerk with a "Yes" or a "No" answer as to whether they are in agreement with holding a special meeting

No other business shall be transacted except that mentioned in the call.

Special meetings shall be held at Gardner City Hall or at such other locations as determined by a majority of the Councilmembers.

The City Clerk shall provide written notice to all Members, local news media and to any person having requested in writing notification of such meetings pursuant to state law. The notice shall include the date, time, and location of the special

meeting. All special meeting notices are to be sent via email blast, posted on the City's website and posted in the public notice case in the lobby of City Hall.

C. WORK SESSIONS

Work sessions are scheduled on an as needed basis and can be scheduled at any time during the day or evening. No action may be taken during a work session.

Work sessions may be requested by any Councilmember by orally making the request during Council Updates or by submitting a written request to the City Administrator or the Mayor. The City Administrator may also request a work session.

Upon receiving the request for a work session, the City Clerk will initiate an email to the entire Governing Body explaining that a work session has been requested for a specific topic. The email will instruct the councilmembers to reply only to the City Clerk with a "Yes" or a "No" answer as to whether they are in agreement with holding a work session.

Work sessions shall be held at Gardner City Hall or at such other locations as determined by a majority of the Councilmembers.

The City Clerk shall provide written notice to all Members, local news media and to any person having requested in writing notification of such meetings pursuant to state law. The notice shall include the date, time, and location of the work session. All work session notices are to be sent via email blast, posted on the City's website and posted in the public notice case in the lobby of City Hall

D. EMERGENCY MEETINGS

In the event of an emergency involving injury or damage to persons or property or which impacts the service or operation of the City, a special meeting may be called with less than 24 hours notice provided a majority of the Members waive notice requirements and reasonable effort is taken to notify local news media. The City Council may hold an emergency meeting without complying with the 72-hour posting requirement, for regular and special meetings, but shall otherwise comply with the Kansas Open Meetings Act procedures.

The City's official newspaper and radio or television station that has requested notice of special meetings shall be notified by the Mayor, or designee thereof, at least one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the Mayor or designee notifies the Councilmembers of the emergency meeting.

This notice shall be given by email or telephone, and all email and addresses or telephone numbers provided in the most recent request for notification of special meetings shall be used.

In the event that internet or telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Mayor, or designee of the City Council, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

The minutes of an emergency meeting, a list of persons who the Mayor, or designee of the City Council, notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for a minimum of ten (10) days in a public place as soon after the meeting as possible.

E. EXECUTIVE SESSIONS

Executive sessions shall generally be conducted as needed. In accordance with the Kansas Open Meetings Act (KOMA), an executive session may only take place once an open meeting is convened. A formal motion must be made, seconded and carried by a majority vote to recess into the executive session. The motion must contain three parts: (1) a statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion *(See K.S.A. 75-4317 et seq)*

Executive sessions are closed to the public. All persons attending executive sessions should be admonished that the purpose of the executive session is to protect important privacy interests and subjects discussed during these sessions should not be shared outside of the executive session.

No executive session will be held without the presence of the City attorney. No binding action may be taken during an executive session. However, entities covered by KOMA may discuss the issue and reach a consensus during an executive session.

F. PUBLIC HEARINGS

The Governing Body shall hold public hearings when required by federal, state or municipal law. Public hearings are officially opened and closed by the Chair.

The City Clerk will set City Council public hearing dates and notify the City Council via the agenda on all matters that require a notice and public hearing before the City Council. Scheduled public hearings may be withdrawn or continued at the request of the City Council, staff, and/or applicant with a motion and majority vote without further published notice if at the time and place for which notice originally was given the Chair specifies the time and place where the hearing will reconvene.

The general procedure for a public hearing shall be as follows:

- Presentations: Staff presents its report; Councilmembers may ask questions of staff. The applicant has the opportunity to present his/her comments, testimony, or arguments
- Opening of the Public Hearing: The Chair opens the public hearing
- Public Testimony: Members of the public may present their comments
- Close of the Public Hearing: The Chair closes the public hearing after everyone wishing to speak has had the opportunity to do so
- Action: Council proceeds with discussion and takes action

The foregoing procedure may be modified as needed to accommodate the interests of the public and the operation of the City Government.

G. CONTINUANCES

Any person (applicant, appellant or designated representative) scheduled for a public hearing before the City Council:

- May obtain one continuance as a matter of right, without personally appearing before the Council on the scheduled hearing date. A written request for the continuance must be delivered to the City Clerk by noon on the business day prior to the scheduled public hearing. Any person, who has once obtained a continuance by any procedure, may not obtain any subsequent continuance without appearing before the City Council, pursuant to the subsection below:
    - Who has once obtained a continuance of a hearing either by notice to the City Clerk as provided in the subsection above may obtain a further continuance only by appearing before the City Council at the scheduled hearing and satisfying the City Council that circumstances exist which would justify an additional continuance
    - City staff may obtain a continuance based on the need of the originating department or on behalf of a Council Member. Department staff may request, via the City Clerk, as many continuances as needed to complete and ready the project or appeal for the hearing process. However, staff may not serve as a requestor on behalf of an applicant or appellant

The City Council may refuse to grant a continuance of any public hearing if there is no valid legal reason why the hearing must be continued.

CHAPTER 5 - MEETING GUIDELINES & PROCEDURES

A. GENERAL

Authority

The City Council acts as a body and policy is established by majority vote. A decision of the majority binds the Council to a course of action. No Councilmember has any extraordinary powers beyond those of other members and all members have equal votes.

Meetings to be Public

All meetings of the Governing Body are required to be open to the public with the exception of executive sessions. All meeting notices are to be posted by the City Clerk on the City's website and in the public notice case in the lobby of City Hall 72-hours prior to the meeting. Notice shall also be provided to those persons having requested, in writing, notification of such meetings.

Quorum

In all cases, it shall require four (4) members of the Council to constitute a quorum to do business, but a smaller number may adjourn from day to day, and may compel the attendance of absent members, in such a manner and under such penalties as the Council by ordinance may have previously prescribed. In the event of a vacancy on the Council, the number of members of the council required to constitute a quorum shall be reduced from four (4) members to three (3). *(Ordinance No. 2046 and Charter Ordinance No. 26, Sec. 5)*

Location

All public meetings shall be held at Gardner City Hall, or at such other locations as determined by a majority of the Councilmembers. Any alternate location or change in meeting time shall be specified in the notice for the meeting.

Action

Action by the City Council shall be taken by means of ordinance, resolution, or oral motion duly made and passed by the majority as a body or unit. The City Clerk shall call the roll of votes for ordinances and resolutions.

Public actions of the City Council shall be recorded in the minutes of all regular meetings of the Council. Resolutions shall also be recorded separately, serially numbered, and filed sequentially in the office of the City Clerk. Ordinances shall also be separately recorded, serially numbered, codified in the Municipal Code, and so remain until amended or voided.

The City Council cannot take action on items not included on the posted agenda except in the case of emergency meetings where urgent items will be discussed.

Sequence of Agenda Items

At any time during the meeting, the Chair may request a change in the sequence of discussion of items on the agenda. This exception is particularly used when a large crowd is in attendance for a particular item.

Minutes

It is the responsibility of the City Clerk or designated recording secretary secured by the City Clerk to keep and enter a written account of all Council meetings in the official City record books. Audio recordings will be destroyed after the minutes have been approved by the City Council. Video recordings will be retained for 10 years. The official record of the meeting is the minutes after they have been approved by the City Council.

It is the policy of the Governing Body that only the Mayor and Councilmembers have the authority to make revisions to the minutes subject to a majority vote of the City Council. Governing Body members having only typographical corrections to minutes are encouraged to provide such corrections to the City Clerk directly and need not wait to submit such corrections at a meeting.

Right of Floor

The Chair will recognize members of the Council, staff or audience desiring to speak, and confine remarks to the subject under consideration.

City Administrator

The City Administrator or designee attends all Council meetings and work sessions and may make recommendations to the Governing Body.

City Attorney

The City Attorney or designee attends all Council meetings and may give written or oral opinions on questions of law. The City Attorney acts as the Governing Body's parliamentarian.

City Clerk

The City Clerk or designee shall attend all Council meetings, keep the official minutes, call the roll of votes, and perform other duties as requested by the Governing Body.

Department Directors and Staff

The Director or their representative shall attend the meetings unless excused by the City Administrator.

B. REQUIREMENTS FOR AGENDA ITEM SUBMISSION

Councilmembers may submit items for inclusion on future agendas by orally making the request during Council Updates or by submitting a written request to the City Administrator and the Mayor. All items should be submitted by noon five (5) calendar days in advance of the City Council meeting for which they are to be included on the agenda. Any time-sensitive or urgent items that cannot be submitted prior to this deadline should be submitted for inclusion as soon as possible in order to avoid changes to a published agenda.

C. AGENDA PACKET PREPARATION

The City Administrator reviews and approves all items for the Council agenda and shall submit to the Mayor and City Council a proposed agenda for each Council meeting at least 72 hours in advance of the regular Council meeting.

The agenda and agenda packets are compiled and distributed through the Administration Department. Packet information that is unable to be electronically transferred will be provided in paper form or will be on file in the City Clerk's office.

The Governing Body is encouraged to contact the City Administrator with questions and clarifications prior to the meeting.

D. AGENDA FORMAT

The Mayor and Council may reorder the agenda items to expedite the agenda or for the benefit of the public.

Call to Order

The Mayor shall open each regular meeting at the appointed hour.

Pledge of Allegiance

The Mayor shall lead the recitation of the Pledge of Allegiance. The Mayor may invite or designate others to perform this duty.

Presentations

This time may be used as necessary to present awards, proclamations, other honors or to receive remarks by distinguished guests.

Public Hearings

The Public Hearings portion of the meeting is reserved for any items requiring a formal public hearing.

Public Comments

Time shall be set aside at every regular meeting and work session to allow the public to address the City Council on matters that are not listed on the printed agenda, but which relate to the business of the City. Those wishing to speak may

do so during the “Public Comments” period at the beginning of the meeting. Interested persons may also speak to individual new business agenda items (other than the consideration of minutes and appointments), not part of a public hearing, and will be allowed to do so following staff’s presentation and preceding the Council’s discussion of any given item. In both cases, public comments will be limited to 5 minutes. Speakers will not be allowed to concede any part of their allotted time to another speaker.

Ordinarily, no person other than the applicant or proponent of an agenda item will be permitted to address any item before the City Council more than twice during the same meeting, and shall limit their comments to no more than five minutes each time.

Each person addressing the Governing Body must approach the podium when recognized by the Mayor, communicate his or her name and address and, if acting as spokesperson for a group, must name such group for the record. Lobbyists must identify themselves and their client(s), business, or organization they represent before speaking to the Council.

Any individual wishing to use the City’s audiovisual equipment to display content as part of his or her public comments must make arrangements with the City Clerk to do so by no later than 12:00 noon on the day of the meeting.

The City Council may not deliberate or take action on any request/item brought before them during the Public Comments period. The Council may ask clarifying questions and refer the request/item to staff for follow-up or they may request that it be added to a future meeting agenda.

Members of the Governing Body are discouraged from engaging in debate with a member of the public at Council meetings since these debates seldom resolve concerns and may inflame feelings at a public meeting.

Consent Agenda

Those items on the Council agenda which are considered to be of a routine and non- controversial nature by the City Administrator shall be listed on the consent agenda. These items shall be acted upon collectively under a single motion. A member of the City Council may remove any item from the consent agenda for discussion. Any item removed will be heard immediately following action on the remaining consent agenda items. The agenda item for all consent agenda items resulting from committee or commission recommendations shall include the results of the vote taken by the committee or commission.

Planning and Zoning Consent Agenda

Those items on the Council agenda which have already received a recommendation from the Planning Commission and do not require a roll call

vote shall be listed on the Planning and Zoning consent agenda. These items shall be acted upon collectively under a single motion. A member of the City Council may remove any item from the planning and zoning consent agenda for discussion. Any item removed will be heard immediately following action on the remaining planning and zoning consent agenda items. The agenda item for all Planning and Zoning consent agenda items shall include the results of the vote taken by the Planning Commission.

Committee Recommendations

Committee Recommendations contain items being brought forward for consideration by recommendation from a City board, commission or committee.

Old Business

Old Business contains items which have been previously discussed and formally tabled at a previous City Council meeting. All items the Council has voted to table will be brought forward at the next regular City Council meeting or at a date determined by majority vote of the Governing Body.

New Business

New Business contains items which may not have been previously discussed, require City Council direction, or are considered controversial.

Council Updates

The Council Updates portion of the meeting is reserved for updates to the Council on City business, operations, projects, and other items of Council interest. It is also a time to allow Council Members to comment on matters related to the business and operation of the City.

Executive Session

The Executive Session portion of the meeting is reserved for times when the Council determines it necessary to enter into Executive Session as allowed by State Statute. It does not preclude the Council from entering into Executive Session at any point during an open meeting as the Council deems necessary.

Adjournment

Before there can be an adjournment, the Council must, by proper action, move and vote for adjournment. Upon adjournment, the meeting is ended and no further business can be conducted.

ORDINANCE NO. 2701

AN ORDINANCE AMENDING CHAPTER 2.05.040 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS, ENTITLED "GOVERNING BODY RULES OF PROCEDURE" AND INCORPORATING BY REFERENCE THE GOVERNING BODY RULES OF PROCEDURE, UNDER THE PROVISIONS OF K.S.A. 12-3009 THROUGH 12-3012

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

SECTION ONE: Chapter 2.05.040 of the Municipal Code of the City of Gardner, Kansas entitled "Governing Body Rules of Procedure" is hereby amended to read as follows.

2.05.040 Governing Body Rules of Procedure.

The *Governing Body Rules of Procedure, April 19, 2021* adopted document is hereby incorporated by reference. The *Governing Body Rules of Procedure, April 19, 2021* document provides the necessary guidelines for the conduct of orderly meetings of the Governing Body of the City of Gardner, Kansas.

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

SECTION THREE: This Ordinance shall take effect and be in force after its passage, approval and publication as provided by law.

PASSED by the City Council on this 19th day of April, 2021.

SIGNED by the Mayor on this 19th day of April, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Mayor Steve Shute

Attest:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan Denk, City Attorney