AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, June 21, 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 June 21, 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. Presentation of the 2020 Audit and Comprehensive Annual Financial Report
2. Presentation of GFOA's Distinguished Budget Presentation Award
3. 2021-2022 Budget

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 June 7, 2021
2. Standing approval of City expenditures prepared June 1, 2021 in the amount of $10,925.20; June 4, 2021 in the amount of $808,906.30; June 7, 2021 in the amount of $22,154.82; and June 10, 2021 in the amount of $950,861.01
3. Consider authorizing the execution of a contract with Gardner Animal Hospital for animal boarding and care
4. Consider authorizing a contract with Brungardt Honomichl & Co., P.A. (BHC) for construction inspection services on the US-56, Sycamore to Old 56 Reconstruction Project
5. Consider authorizing the execution of U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act
6. Consider authorizing the execution of a contract with Cohorst Enterprises Inc. to abandon and replace the damaged 6" water main crossing 56 Hwy at Cedar Street
7. Consider authorizing the execution of Change Order #2 for Prairie Trace Sanitary Sewer Improvements
8. Consider authorizing the execution of a contract with Amino Brothers Co., Inc. for the Waverly Road, US-56 to Fountain St Project
9. Consider authorizing the execution of a contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program
10. Consider authorizing the execution of a Change Order with Phoenix Concrete LLC. for the 2021 Pavement Management Program (PMP) – Concrete project

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Aspen Creek V
2. Consider accepting the dedication of right-of-way and easements on the final plat for Meadows of Aspen Creek II

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving a rezoning from C-O (Office building) and RP-3 (Planned Garden Apartment) Districts to R-2 (Two-Family Residential) District located at the Northwest corner of 175th Street and Kill Creek Road
2. Consider authorizing the execution of a contract for the 2021 Cured In Place Pipe (CIPP) Rehabilitation project

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

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Monday, June 21, 2021, 7:00 p.m.

3. Consider authorizing the implementation of a Pilot Utilities Rebate Program for 2021 to be funded from the Electric Fund and from the Water Fund

OLD BUSINESS

NEW BUSINESS

1. Consider adopting a resolution authorizing the public sale of certain General Obligation Bonds of the City of Gardner, Kansas
2. Consider accepting a voluntary annexation with landowner consent

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT

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

COUNCIL DISCUSSION FORM — PRESENTATION ITEM NO. 1

MEETING DATE: JUNE 21, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Presentation of the 2020 Audit and Comprehensive Annual Financial Report

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:
This is the seventeenth year that the City has prepared a Comprehensive Annual Financial Report; to date, all sixteen previous annual financial report were award winners. In our continued pursuit of excellence, this latest annual report will again be submitted for a Certificate of Achievement for Excellence in Financial Reporting with the Government Finance Officers Association (GFOA). The GFOA established the Certificate of Achievement for Excellence in Finance Reporting Program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure, and then to recognize individual governments that succeed in achieving that goal. GFOA notes on its website, "The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have the information they need to do so themselves."

GFOA notes that the reports are reviewed by "individuals with expertise in public sector financial reporting and includes financial statement preparers, independent auditors, academics, and other finance professionals."

The Certificate of Achievement is the highest, most prestigious award for financial reporting available. Attempting to achieve the award is in itself aspiring to excellence.

The City's independent auditing firm, Allen, Gibbs & Houlik, L.C. completed the audit of the 2020 financial records. Staff is pleased to report that the auditors have again issued an "unmodified" opinion regarding the City's financial practices and reporting for its basic financial statements; an "unmodified" opinion is the highest possible opinion.

Mike Lowry, Senior Vice President, Assurance, of Allen, Gibbs & Houlik will be at the meeting to present the completed FY 2020 audit to the Governing Body.

Attachments:
- *Required Communications* letter
- *Independent Auditor's Report 2020 Audit*
- *Independent Auditor's Report on Compliance 2020 Audit*
- *Independent Auditor's Report on Internal Controls 2020 Audit*

AGH
CPAs & ADVISORS

The Honorable Mayor and City Council Members
City of Gardner, Kansas

This letter is to inform the City of Gardner, Kansas (City) about significant matters related to the conduct of our audit as of and for the year ended December 31, 2020, so that it can appropriately discharge its oversight responsibility and we comply with our professional responsibilities.

This report is intended solely for the information and use of the Mayor, City Council Members and management and is not intended to be, and should not be, used by anyone other than these specified parties.

This letter includes other comments and suggestions with respect to matters that came to our attention in connection with our audit of the City's financial statements. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the City's practices and procedures.

The following summarizes various matters that must be communicated to you under auditing standards generally accepted in the United States of America.

The Responsibilities of the Auditor and Management
Our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States and the *Kansas Municipal Audit and Accounting Guide* have been described to you in our arrangement letter dated January 12, 2021. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit
We have issued a separate communication dated January 12, 2021 regarding the planned scope and timing of our audit and have discussed with you our identification of, and planned audit response to, significant risks of material misstatement. We made no significant changes to the scope or timing of our procedures.

Significant Accounting Practices, Including Policies, Estimates and Disclosures
Our views about the qualitative aspects of the City's significant accounting practices, including accounting policies, accounting estimates and financial statement disclosures are indicated herein, which you may wish to monitor for your oversight responsibilities of the financial reporting process:

Adoption of, or Change in, Accounting Policies - Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City, and management may select among alternative accounting practices in certain circumstances. Significant accounting policies are disclosed in Note 1 to the financial statements. The City did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current year.

The Government Accounting Standards Board (GASB) has issued several statements not yet implemented by the City. The City's management has not yet determined the effect these statements will have on the City's financial statements. However, the City plans to implement all standards by the required dates. The statements which might impact the City are discussed in Note 1 to the financial statements.

Significant or Unusual Transactions - We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Management's Judgments and Accounting Estimates - Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following describes the significant accounting estimates reflected in the City's financial statements.

- *Total Other Post-Employment Benefit (OPEB) Liability:* The City contracts with an external actuary to develop an estimate for the annual OPEB cost, which pertains to health care offered to retirees. The amount calculated by the actuary is then reduced by actual claims paid for retirees, resulting in a total OPEB liability at year-end to record as a liability. As a basis for our conclusions, we reviewed the actuarial report for reasonableness and verified and recalculated the information provided in the report.

  Additionally, the City participates in KPERS' death and disability OPEB plan. The City followed guidelines in GASB statement No. 75 for reporting its share of the KPERS' death and disability OPEB plan. This included obtaining an actuary report as of June 30, 2020 provided by KPERS on the City's share of this plan liability. As a basis for our conclusion, we reviewed KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.

- *Net pension liability:* The City follows guidelines in GASB Statement No. 68 and 82 for reporting its proportionate share of KPERS' collective net pension liability. This included obtaining KPERS' report on Schedules of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer as of June 30, 2020, which was audited by KPERS' auditors. The City compared contributions made by the City to amounts included in this report. As a basis for our conclusions, we reviewed the KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.

- *Allowance for uncollectible:* The City records an allowance for uncollectible related to utility trade receivables. The City records the allowance based on all accounts receivable balances in excess of 238 days. As a basis for our conclusion, we reviewed the accounts receivable aging detail for reasonableness and to ensure that the amounts reported for each fund were supported by the total of the accounts receivable greater than 238 days.

Audit Adjustments
There were no significant audit adjustments made to the original trial balance presented to us to begin our audit.

Uncorrected Misstatements
We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Management Representations
In connection with our audit procedures, we have obtained a written management representation letter. This representation letter constitutes written acknowledgments by management that it has the primary responsibility for the fair presentation of the financial statements in conformity with generally accepted accounting principles and also includes the more significant and specific oral representations made by

officers and employees during the course of the audit. The letter is intended to reduce the possibility of misunderstandings between us and the City and reminds the signing officers to consider seriously whether all material liabilities, commitments and contingencies or other important financial information have been brought to our attention.

Other Disclosures
We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit year; we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements; we are not aware of any consultations management had with other accountants about accounting or auditing matters; no major issues were discussed with management prior to our appointment; and we did not encounter any difficulties in dealing with management relating to the performance of the audit.

Other Matters
This letter includes other comments and suggestions with respect to matters that came to our attention in connection with our audit of the City's financial statements. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the City's practices and procedures.

Information Security Governance

Executive managers and those charged with governance must be confident that the entity is protecting your information and the systems that process it. The potential impacts of a failure in the availability, confidentiality or integrity of your critical information assets is monumental in today's environment of cybersecurity breaches.

Many organizations believe their information security practices are adequately mitigating their risks. Unfortunately, they are often surprised to discover those practices are failing to perform as expected and the consequences are usually severe.

Information security is more than a technology issue. It is a governance and management challenge that involves risk management, accountability and reporting. And it requires executive stewardship to ensure the timely assessment of emerging threats and your organization's effective response to them.

Additional information on "Information Risk is Business Risk" can be accessed through our AGH University website located at http://www.aghuniversity.com/webinars/archived/archived-webinars.aspx (from the "select a topic" drop-down box, select Information Technology). Additionally, we encourage your management team to take advantage of peer networking groups, trade associations or other resources relating to IT and information risk and the most recent best practices as the constant risk evolves.

Additionally, a structured assessment can help you develop stronger, better and more systematic approaches to your information security. It will help you clearly and objectively understand the strengths and weaknesses in your current information security processes and the extent to which those processes are meeting your needs. Most important, it will guide you with recommendations to help you protect your information, facilities, people and technology.

We believe a review or assessment must be completed on a periodic basis; this assessment can be completed internally or by using an outsourced service provider. Executive managers should be involved with the review and summary reports should also be shared with those charged with governance.

Vulnerability Assessment

In addition to a periodic information system governance review, the entity should also conduct periodic (at least annually or semi-annually) vulnerability assessments. There are more than 100,000 known network vulnerabilities that can leave organizations open to significant risk. High-profile security breaches have become commonplace and many companies are susceptible to the same failures.

Network vulnerability assessments can help you identify and resolve your vulnerabilities before they are exploited by cybercriminals. AGH's experienced security professionals use network vulnerability assessments to discover and analyze known flaws and weaknesses.

Using automated scanners – along with their experience and judgment – our security professionals will identify existing vulnerabilities, evaluate their severity and recommend steps for fixing the underlying problems.

Comprehensive Policy and Procedure Review

Given the broad and deep scope of your operations, you should consider completing a comprehensive evaluation of the adequacy and effectiveness of the entity's internal financial policies, processes and procedures, including a comparison to best practices among organizations the same size.

For entities that have experienced budget cuts in the finance area or those that have experienced turnover, a periodic review of controls is imperative. Even if your finance team has been stable over the years, we remind you that even the best design of controls is only as good as the people who carry out and execute such controls.

Financial policies, procedures and processes are a key element of sound fiscal administration. When policies are effective, they can preserve or enhance the fiscal health and wealth of the organization and create efficiencies for staff members.

This comprehensive evaluation could include:

1. Evaluation of existing controls
2. Identification of financial policies that could lead to vulnerability to fraud and/or abuse
3. For those identified weaknesses and risks, recommendations for improvements

AGHUniversity Resources
As part of AGH's ongoing commitment to serve as a trusted advisor, we offer these resources as a key part of the additional value AGH provides beyond the engagement itself:

- AGHUniversity.com – a full schedule of complimentary CPE or current and relevant topics and other updates to clients throughout the year. Free registration and webinars are available for the Company's staff and board members at aghuniversity.com. A sample of recent topics include Management and Key Position Succession Planning; Destroying the Myths about Employee Engagement; Preventing Fraud in Small and Medium Sized Organizations; Measuring What Matters in Your 401K Plan to Recruitment, Retention and Reward; Planning The Transition: Taking Your Company To Market; and The How and Why of Business Valuations.

- AGH alerts and newsletters – this includes periodic mailings or emails to alert clients to new accounting standards or regulatory changes.

- Also available from the home page of www.aghlc.com are COVID-19 resources for employers and taxpayers. You can access tax and HR-related alerts, webinars and other third-party resources to help you navigate through the COVID-19 pandemic.

Closing
We will be pleased to respond to any questions you have about this report or set up an introductory meeting to discuss the other recommendations at no charge. We appreciate the opportunity to continue to be of service to the City of Gardner, Kansas.

Allen, Gibbs & Houlik, L.C
CERTIFIED PUBLIC ACCOUNTANTS

June 10, 2021
Wichita, KS

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council Members
City of Gardner, Kansas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardner, Kansas (the City) as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the *Kansas Municipal Audit and Accounting Guide*, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardner, Kansas, as of December 31, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed on the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules and the introductory and statistical sections as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 4, 2021 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 10, 2021
Wichita, Kansas

AGH
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and City Council
The City of Gardner, Kansas

Report on Compliance for the Major Federal Program

We have audited The City of Gardner, Kansas' (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal program for the year ended December 31, 2020. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2020.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 10, 2021, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial

statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Allen, Gibbs & Houlik, L.C
CERTIFIED PUBLIC ACCOUNTANTS

June 10, 2021
Wichita, KS

AGH
CPAs & ADVISORS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and City Council
The City of Gardner, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of The City of Gardner, Kansas (the City) as of and for the year ended December 31, 2020, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 10, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Allen, Gibbs & Houlik, L.C
CERTIFIED PUBLIC ACCOUNTANTS

June 10, 2021
Wichita, Kansas

COUNCIL DISCUSSION FORM — PRESENTATION ITEM NO. 2

MEETING DATE: JUNE 21, 2021
STAFF CONTACT: COUNCIL PRESIDENT TODD WINTERS

Agenda Item: Presentation of GFOA's Distinguished Budget Presentation Award

Strategic Priority: Fiscal Stewardship

Department: Administration

Background/Description of Item:
The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the City of Gardner, Kansas with the Distinguished Budget Presentation Award for its biennial budget for the fiscal year beginning January 1, 2021. This is the seventh consecutive year that the City has received this distinguished award. The award reflects the commitment of the Governing Body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- A policy document
- A financial plan
- An operations guide
- A communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to the City of Gardner's Finance Department. Award recipients have pioneered efforts to improve quality of budgeting and provide an excellent example for governments throughout North America.

The Government Finance Officers Association advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.

Attachments:
• GFOA Distinguished Budget Presentation Award

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Gardner
Kansas

For the Biennium Beginning

January 01, 2021

Christopher P. Morrill

Executive Director

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 3**

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2021-2022 Budget

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

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

RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
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June 7, 2021

The City Council of the City of Gardner, Kansas met in regular session on June 7, 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; 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

PUBLIC HEARINGS

Bond Counsel Tyler Ellsworth, Kutak Rock, provided background on the two public hearings. The hearings are regarding adding area to the Main Street Market Place CID and TIF districts. The city put the districts in place in 2018 and 2019 in connection with the development of the new Price Chopper. The district includes Price Chopper and the existing in line retail shops on Moonlight and pad sites. Freddy's restaurant is going in on two separate parcels. The parcels straddle the TIF district and CID boundary. The council is being asked to consider adding the former Casey's parcel to both the TIF district and the Community Improvement District.

1. **Hold a public hearing on the proposed amendment to a Community Improvement District within the City of Gardner, KS (Main Street Market Place)**

Councilmember Gregorcyk made a motion to open a public hearing for the purpose of receiving public comments on the proposed amendment to a Community Improvement District within the City of Gardner, KS (Main Street Market Place)

Councilmember Baldwin Seconded.

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

No members of the public came forward.

Councilmember Winters made a motion to close the public hearing

Councilmember Baldwin Seconded.

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

2. **Hold a public hearing on the proposed amendment to a Redevelopment District within the City of Gardner, KS (Main Street Market Place)**

Councilmember Baldwin made a motion to open a public hearing for the purpose of receiving public comments on the proposed amendment to a Redevelopment District within the City of Gardner, KS (Main Street Market Place)

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember Gregorcyk made a motion to close the public hearing

Councilmember Deaton Seconded.

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

PUBLIC COMMENTS

Dennis Watson, 670 S. Mulberry, shared a phrase from a book: a man without protection or control is like a city without walls. Conversely, a city without protection or control is like an uncontrolled man. He sees that this city is protected. The city council provides protection for the city. Ancient cities had walls; the elders or city council sat at the gates and controlling what goes in and out. Hands and feet of the council are police, fire and city services. There's talk around the country about defunding; he opposes that. His wife fell on the concrete two weeks ago, with a possible head injury. He called 911 and they were quick to arrive, highly efficient, very courteous. He was very pleased with service. He thanked the city for excellent service.

Fred Wingert, 20920 Walmer St., Bucyrus, requests the governing body consider revising billboard statutes. Currently, the city prohibits additional billboards along I-35. He and his wife operate a billboard company. Going south out of Olathe to Wellsville, there is a limited amount of billboards on the interstate. His company operates two billboards across from Walmart that are in Johnson County. His company gets requests from businesses in Gardner, especially service and travel related businesses. Wingert is in contact with two new developments coming in. Tens of thousands of people drive by on I-35 every week. He is not asking for a proliferation of billboards. Reasonable limits make sense, like spacing, distance from intersections, only allowed on commercial or industrial properties. He met with planning staff and is now asking the governing body for consideration.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on May 17, 2021**
2. **Standing approval of City expenditures prepared May 12, 2021 in the amount of $7,771.49; May 14, 2021 in the amount of $826,292.63; May 18, 2021 in the amount of $3.000.00; May 19, 2021 in the amount of $1,997.00; May 21, 2021 in the amount of $1,656,158.71; May 21, 2021 in the amount of $39,843.24; May 27, 2021 in the amount of $153,318.27; and May 27, 2021 in the amount of $168,080.93**
3. **Consider an appointment to the Economic Development Advisory Committee**
4. **Consider authorizing the execution of an inter-local agreement with Johnson County for on-call building services**
5. **Consider authorizing an amendment to the agreement with IBTS to include ad hoc building services**
6. **Consider authorizing a contract with Renaissance Infrastructure Consulting for construction inspection services on the Moonlight Safe Routes to School project**
7. **Consider authorizing the execution of a contract with H.W. Lochner, Inc. for consulting services for Airport Business and Economic Development Plan**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Gregorcyk Seconded.

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

PLANNING & ZONING CONSENT AGENDA

1. **Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Estates, 2nd Plat**
2. **Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows, 2nd Plat**

Councilmember Deaton made a motion to approve the Planning & Zoning Consent Agenda.

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Councilmember Winters Seconded.

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

COMMITTEE RECOMMENDATIONS

1. Consider authorizing the purchase of Quick Valve Startup Kit & Sleeves equipment from Olathe Winwater

Utilities Manager Jeff LeMire said staff received three estimates for quick valve startup kit and sleeves. The Olathe Winwater bid came in at $49,925. This includes parts and training for line staff.

Councilmember Gregorcyk supports this purchase. This tool is a good resource.

Mayor Shute noted the other two companies who bid, and said they were over $5,000 higher. Staff did due diligence.

Councilmember Gregorcyk made a motion to authorize the purchase of Quick Valve Startup Kit & Sleeves equipment from Olathe Winwater in an amount not to exceed $49,925.00.

Councilmember Baldwin Seconded.

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

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance authorizing the addition of area to the Main Street Market Place Community Improvement District and amending Ordinance No. 2601

Finance Director Matt Wolff said the first two items are related to the public hearings. They heard the presentation, and staff recommends passing ordinances.

Councilmember Deaton made a motion to adopt an ordinance authorizing the addition of area to the Main Street Market Place Community Improvement District in the City of Gardner, Kansas, and amending Ordinance No. 2601 of the City (Main Street Market Place CID)

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2703.

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

2. Consider adopting an ordinance adding area to a redevelopment district within the city and amending Ordinance No. 2588

Councilmember Deaton made a motion to adopt an ordinance adding area to a redevelopment district within the City of Gardner, Kansas, pursuant to K.S.A. 12-1770 et seq., as amended and amending Ordinance No. 2588 of the City (Main Street Market Place Redevelopment District)

Councilmember Baldwin Seconded.

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With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2704.

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

3. Consider adopting a resolution providing notice of a public hearing to consider an amended redevelopment project plan for a redevelopment district as amended (Main Street Market Place Redevelopment District, Project Area 1)

Finance Director Matt Wolff said this is related to the Freddy's property. This is in relation to the TIF project plan. This resolution would set a public hearing for July 19, 2021.

Councilmember Gregorcyk asked if the east side of the proposed addition would connect to QuikTrip. Shute confirmed, and it provides access to the eastern parcel if something develops there. Gregorcyk said the entry on the west side of QuikTrip that intersects with east/west Price Chopper road doesn't have a stop sign. This adds more traffic to a small area. Are there traffic concerns? Director Knopick said there was a traffic study done and there is a shared access agreement with the two properties. The Freddy's layout has been approved as per the traffic study, but there may some changes. Shute said they are using that road as a through street. That's the way it was designed. Baldwin asked if it was evaluated going north/south. Knopick said they evaluated several options. The design has been approved with developer's engineers. Freddy's designers have been looking for efficiencies for circulation, and could make changes before bringing the final plan back to the Planning Commission. This focus is on the CID and TIF areas.

Councilmember Gregorcyk made a motion to adopt a resolution of the City of Gardner, Kansas, providing for notice of a public hearing to consider an Amended Redevelopment Project Plan for a Redevelopment District within the City pursuant to K.S.A. 12-1770 et seq., as amended (Main Street Market Place Redevelopment District, Project Area 1)

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2083.

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

4. Consider a resolution declaring the intent of the City to issue Industrial Revenue Bonds for the purpose of financing a portion of the costs of the acquisition, construction and equipping of one or more phases of a multifamily apartment project

Finance Director Matt Wolff said the city received an application from Tallgrass Apartments for the use of Industrial Revenue Bonds to finance a portion of one or multiple phases of its multifamily apartment project. This financing would provide the developer with an avenue to get a sales tax exemption on construction materials. When they put in the request, staff considered the amenities the development would include. The development is including amenities that represent a significant private investment into the property that adds value to the development beyond the minimum requirements. IRB bonds are paid solely out of the rentals, revenues, and receipts derived from the lease of the project. They won't go back on the city.

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Councilmember Gregorcyk asked how this would work with the new Senate Bill 13. Mayor Shute said that's property tax. The assessed valuations will be captured, but they are not giving a property tax abatement. Director Wolff said IRBs can be used for property tax abatement, but the developer is not requesting those.

Councilmember Deaton made a motion to adopt a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law), in one or more series in the aggregate principal amount not to exceed $37,900,000 for the purpose of financing a portion of the acquisition, construction and equipping of one or more phases of a multifamily apartment project within the City (Tallgrass Apartments)

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2084.

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

5. Consider adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Plaza South Special Benefit District

Finance Director Matt Wolff said On October 21, 2019, the City Council approved Ordinance No. 2629, levying max assessments of $1,300,000 for improvements in connection with the Plaza South Special Benefit District. The improvements are now complete and the final costs are less than the amount used to calculate the maximum assessments levied in Ordinance No. 2629. It is necessary to reduce the assessments levied to an amount equal to the final costs of the improvements, valued at $930,000.

Councilmember Roberts made a motion to adopt an ordinance adjusting special assessments on certain lots, pieces, and parcels of land in the City of Gardner, Kansas, all pursuant to K.S.A. 12-6a01 et seq., and amending Ordinance No. 2629 of the City (Plaza South Special Benefit District)

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2705.

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

6. Consider adopting an ordinance adjusting special assessments on certain lots, pieces and parcels of land within the Waverly Plaza Special Benefit District

Finance Director Matt Wolff said On November 18, 2019, the City Council approved Ordinance No. 2633, levying max assessments of $1,953,000 for the developer's share of the costs of improvements in the Waverly Plaza Special Benefit District. The improvements are now complete and the final costs are less than the amount used to calculate the maximum assessments levied in Ordinance No. 2633. It is necessary to reduce the assessments levied to an amount equal to the developer's share of the final costs of the improvements, valued at $1,677,720.

Councilmember Gregorcyk said it appears the project will be underway. City Administrator Pruetting said the developers are making progress, and plan to start late summer or early fall.

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Councilmember Deaton made a motion to adopt an ordinance adjusting special assessments on certain lots, pieces and parcels of land in the City of Gardner, Kansas, all pursuant to K.S.A. 12-6a01 et seq., and amending Ordinance No. 2633 of the City (Waverly Plaza Special Benefit District)

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2706.

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

COUNCIL UPDATES

Director Bruce said staff began filling lazy-river side of the pool over the weekend. They will test pumps and filters and begin balancing throughout the week. They plan to open this weekend. Bruce thanked staff who have been working on this for the last several weeks. Councilmember Winters asked about lifeguard staffing. Bruce said they are up to about 65, and the aquatic supervisor is comfortable with staffing levels. Councilmember Roberts appreciated staff work on all the last minute changes. Shute asked about budget. Director Wolff said the revised budget will reflect changes.

Director Knopick canceled June EDAC meeting, rescheduled to July 21. They will have a presentation by the Destination Downtown consultant. He noted he will be absent at the next council meeting. Mayor Shute asked about the billboard ordinance. Knopick said there are several routes. They can be initiated by staff, by Planning Commission, or by governing body consensus. If they initiate, staff will need direction. They can research, look at other communities' ordinances, and evaluate the proposal from Mr. Wingert. Land Development Code changes require a public hearing through Planning Commission before moving to the governing body. Shute clarified it would be for both electronic and static billboards. Knopick said they could consider both. There are standards that KDOT predicates along state roadways. City Attorney Denk said the city's code and state statute don't define type of action, but that the Planning Commission or governing body should initiate a text amendment by motion. The code provision that precludes billboards is GMC 17.10.05. KDOT has regulations, and they won't consider an application until local zoning is in place. Knopick noted that KDOT standards are minimum standards; the city can be more restrictive than KDOT. The property must be zoned commercial or industrial to get KDOT approval. The city may restrict that further by defining specific commercial or industrial districts. Knopick said it will be referred to as "off-site advertising". Shute said reasonable and limited advertising is beneficial to the community. Knopick noted they will not be able to regulate content or messaging. Baldwin said they could restrict what types of businesses that get it, i.e. Gardner businesses. Knopick didn't believe so. Baldwin said if they can't control the content, then it's open to the free market. He doesn't want it to look like I-70. Knopick said they would address that with spacing and size requirements. Councilmember Gregorcyk asked Wingert what the setbacks are off the highway. Wingert recommends spacing back from intersection. Where the highway widens, go back 500 feet. He keeps distance from cemeteries, schools and zoned residential. Wingert's company doesn't advertise any content that is considered distasteful or adult content. Gregorcyk asked what the distance is from one sign to the next. Wingert said electronic boards are recommended to be 1000-1200 feet. Billboards are 600-650 feet. Gregorcyk said they have interest to put them further south on NB I-35. Wingert said there is one property owner there who is interested. It's limited to those property owners who want to participate, and only a certain number of properties are zoned commercial. Gregorcyk asked if it is parallel to LPKC. Wingert said if restrictions were met, they could. Gregorcyk noted his support. Councilmember Winters asked if this is a blanket for anyone who wants to put a billboard up. Pruetting said, in addition to zoning, they discussed having a minimum highway frontage, and there are only 2-3 properties eligible. Knopick said the key is gaining approval and direction. They will incorporate the KDOT minimum standards. Shute noted they can make standards more restrictive, less billboards per mile.

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Gregorcyk supports this on commercial/ industrial property. Shute said they need to ask what is the tangible benefit to the city for doing this. The reason for billboards is to encourage people to impulse stop. There's a lot of opportunity for business to advertise close to Gardner. Gregorcyk said the new QuikTrip would benefit and the city collects sales tax. Pruetting asked for a motion to initiate the process.

Councilmember Gregorcyk made a motion to authorize the City Administrator to initiate the process of modifying the Land Development Code to accommodate fixed signage/billboards in the city.

Councilmember Winters Seconded.

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

Councilmember Baldwin asked staff to consider long-term effects and unintended consequences. Properties are limited now, but that can change. Knopick said they would consider proposed land development pattern as well. Shute noted they will have a frontage road along east side of interstate as well. Gregorcyk asked, based on development and progress, does the company sell/tear down/relocate billboards? Wingert said the value of property is so high, there's no property owner that wouldn't keep the ultimate right that the sign would go away if needed.

Chief Belcher said they have an opening on the CPAC. Mayor Shute encouraged residents to apply.

Director Wolff said he will have a budget presentation at the next meeting. He will provide an update on revenues, and present some budget requests for council consideration. The city's independent auditor will also present their report on fiscal year 2020.

City Administrator Pruetting transitioned remote staff back into the building. New offices are being constructed; departments are moving. Shute noted changing UT billing and Parks. Pruetting said changes were being made to be more efficient. Gregorcyk asked what the opinion of staff is. Pruetting said some are happier than others. They addressed both efficiencies and additional growth. Gregorcyk asked what space they have for growth. Pruetting said they have room for everyone for the next few years. There is additional space in the Justice Center. Shute said there's potential in 10 years to add another building by Justice Center.

Councilmember Gregorcyk thanked Pruetting for supporting the mowing at 175h and Waverly. Gregorcyk met with Fire Chief Kirk regarding overhead barrier. They discussed signage and fees. He then asked staff if they can double the fines for trucks using Cherokee. Staff are looking into it and will bring it back before council. Shute said 191st is closed, and there's a detour up to 183rd. Belcher said PD are stepping up their efforts. Invite everyone out to the Johnson County fire board meeting tomorrow at New Century at 7pm.

Councilmember Roberts said she was asked about not wearing a mask during the last council meeting. She is fully vaccinated and feels comfortable. She does supports social distancing and mask wearing when necessary.

Shute said the EDAC meeting in July will be talking about Destination Downtown. They will explore the vision for the core. They have the plans, now they'll talk about practice. Knopick noted the location has not been set yet.

Gregorcyk asked for an update on the sidewalk north of 175th and west of Waverly. Pruetting said the bid opening is later this summer.

Councilmember Winters asked about the new Santa Fe Street where it connects to 56 Hwy. It has been torn up. Pruetting said they are doing design work to fix it.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 8:03 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							
06012021		002773		00	06/01/2021	107-9100-491.49-05	JUNE 2021 TIF DIST.	EFT:	10,925.20
							VENDOR TOTAL *	.00	10,925.20
							EFT/EPAY TOTAL ***		10,925.20
							TOTAL EXPENDITURES ****	.00	10,925.20
							GRAND TOTAL **********		10,925.20

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
0000350	00	AFFINIS CORP.							
8319		PI0303	006982	00	05/26/2021	130-3130-431.62-04	CONSULTING SERVICES	EFT:	3,304.98
8319		PI0305	007539	00	05/26/2021	130-3130-431.62-04	ADDENDUM 1	EFT:	25,243.08
							VENDOR TOTAL *	.00	28,548.06
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
70444		002778		00	06/04/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	3,012.80
							VENDOR TOTAL *	.00	3,012.80
0005108	00	ALLEN CONSTRUCTION LLC							
3010		002779		00	06/04/2021	521-4220-442.43-02	RISER	EFT:	225.00
							VENDOR TOTAL *	.00	225.00
0001986	00	ANIXTER, INC.							
4954134-02		002780		00	06/04/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	395.97
4954134-03		002781		00	06/04/2021	501-4130-441.52-31	LINE HARDWARE	EFT:	419.79
							VENDOR TOTAL *	.00	815.76
0004245	00	AXIOM INSTRUMENTATION SERVICES							
18-1045		002841		00	06/04/2021	531-4320-443.43-02	CALIBRATION	360.25	
							VENDOR TOTAL *	360.25	
0099999	00	BOCANEGRA, JOSE & EDNA							
000027737		UT		00	06/02/2021	501-0000-229.00-00	MANUAL CHECK	150.00	
							VENDOR TOTAL *	150.00	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS871910		PI0306	007584	00	05/20/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	2,778.50
							VENDOR TOTAL *	.00	2,778.50
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
21-WA2002		PI0304	007179	00	05/31/2021	521-4240-442.61-03	HILLSDALE WTP EXPANSION	EFT:	596,453.04
							VENDOR TOTAL *	.00	596,453.04
0001834	00	C & C GROUP							
41212		002849		00	06/04/2021	603-3150-431.31-15	MONITORING	EFT:	720.00
							VENDOR TOTAL *	.00	720.00
0004117	00	CENTURYLINK BUSINESS SERVICES							
223271939		002782		00	06/04/2021	602-1340-413.40-03	MONTHLY BILLING	853.41	
							VENDOR TOTAL *	853.41	
0000602	00	CERTIFIED LABORATORIES							
7366498		002848		00	06/04/2021	001-3116-431.52-20	LUBRICANTS	EFT:	464.81
							VENDOR TOTAL *	.00	464.81
0004849	00	CRAIG'S CUSTOM CLEANING							
1854		002783		00	06/04/2021	001-6130-461.52-20	CONCESSION CLEANING	EFT:	395.00
							VENDOR TOTAL *	.00	395.00
0004998	00	DELTA DENTAL OF KANSAS							

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							
1005114202106		002850		00	06/04/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	46.26
1005114202106		002850		00	06/04/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	111.10
1005114202106		002850		00	06/04/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	18.58
1005114202106		002850		00	06/04/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	64.84
1005114202106		002850		00	06/04/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	203.62
1005114202106		002850		00	06/04/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	92.52
1005114202106		002850		00	06/04/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	296.14
1005114202106		002850		00	06/04/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	802.73
1005114202106		002850		00	06/04/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	18.58
1005114202106		002850		00	06/04/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	222.20
1005114202106		002850		00	06/04/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	148.26
1005114202106		002850		00	06/04/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	148.26
1005114202106		002850		00	06/04/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	175.94
1005114202106		002850		00	06/04/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	157.36
1005114202106		002850		00	06/04/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	111.10
1005114202106		002850		00	06/04/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	111.10
1005114202106		002850		00	06/04/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	175.94
1005114202106		002850		00	06/04/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	360.98
1005114202106		002850		00	06/04/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	46.26
1005114202106		002850		00	06/04/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	222.20
1005114202106		002850		00	06/04/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	139.16
1005114202106		002850		00	06/04/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	157.36
1005114202106		002850		00	06/04/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	18.58
1005114202106		002850		00	06/04/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	138.78
1005114202106		002850		00	06/04/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	129.68
1005114202106		002850		00	06/04/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,343.40
							VENDOR TOTAL *	.00	8,460.93
0003481	00	DPC INDUSTRIES INC							
817001148-21		PI0307	007585	00	05/18/2021	521-4220-442.52-13	CHLORINE	EFT:	738.00
							VENDOR TOTAL *	.00	738.00
0002511	00	ENRIGHT LAWNS, INC							
24173		002784		00	06/04/2021	001-2110-421.47-56	ABATEMENT MOWING	EFT:	170.00
							VENDOR TOTAL *	.00	170.00
0004946	00	EVERGY							
4469208877		0521002787		00	06/04/2021	521-4220-442.40-05	MONTHLY BILLING	44.54	
7011930732		0521002785		00	06/04/2021	531-4320-443.40-05	MONTHLY BILLING	371.65	
6466308678		0521002786		00	06/04/2021	531-4320-443.40-05	MONTHLY BILLING	84.53	
							VENDOR TOTAL *	500.72	
0002956	00	FASTENAL CO.							
KSKA3143616		002788		00	06/04/2021	501-4120-441.52-02	BLADE & GLOVES	EFT:	96.76
							VENDOR TOTAL *	.00	96.76
0004196	00	FORENSIC PSYCHOLOGY ASSOCIATES, INC							
976		002789		00	06/04/2021	001-2110-421.31-15	PSYCH EVALUATION	EFT:	450.00
							VENDOR TOTAL *	.00	450.00
0000086	00	GALLS, LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000086	00	GALLS, LLC							
018435191		002790		00	06/04/2021	001-2110-421.53-02	DUTY BELT - BELCHER	EFT:	100.94
							VENDOR TOTAL *	.00	100.94
0000028	00	GARDNER NEWS							
0521022		002849		00	06/04/2021	001-1110-411.47-01	ADVERTISEMENT	EFT:	420.00
0421020		002848		00	06/04/2021	001-1120-411.54-51	ADVERTISEMENT	EFT:	840.00
0521016		002849		00	06/04/2021	001-1130-411.31-15	ADVERTISEMENT	EFT:	420.00
							VENDOR TOTAL *	.00	1,680.00
0005089	00	GOTTA-GO, LLC							
21577		002841		00	06/04/2021	521-4220-442.31-15	PUMPED SEPTIC TANK	EFT:	400.00
							VENDOR TOTAL *	.00	400.00
0000181	00	GRAINGER							
9900171928		002791		00	06/04/2021	501-4120-441.52-12	THERMOMETER	EFT:	29.34
9896977171		002841		00	06/04/2021	521-4220-442.52-20	INSPECTION TAGS	EFT:	17.07
9898302832		002841		00	06/04/2021	521-4220-442.52-20	USB CABLE	EFT:	4.64
							VENDOR TOTAL *	.00	51.05
0001840	00	GT DISTRIBUTORS INC							
INV0844251		002793		00	06/04/2021	001-2120-421.53-02	PATROL BOOTS - STILLMAN	EFT:	99.00
INV0844248		002792		00	06/04/2021	110-0000-421.61-04	RIFLES PATROL	EFT:	3,132.00
INV0844252		002794		00	06/04/2021	110-0000-421.61-04	GUN ACCESSORIES	EFT:	344.96
INV0844349		002795		00	06/04/2021	110-0000-421.61-04	RIFLE SUPPLIES	EFT:	640.00
INV0844363		002796		00	06/04/2021	110-0000-421.61-04	RIFLE SUPPLIES	EFT:	1,042.80
							VENDOR TOTAL *	.00	5,258.76
0000013	00	HACH COMPANY							
12472418		002841		00	06/04/2021	521-4220-442.52-12	ACID, REAGENT	EFT:	455.87
12475168		002841		00	06/04/2021	521-4220-442.52-12	SHIELD ASSEMBLY	EFT:	87.40
							VENDOR TOTAL *	.00	543.27
0004993	00	HARTFORD, THE							
362712745573		002849		00	06/04/2021	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
362712745573		002849		00	06/04/2021	001-1140-411.21-02	MONTHLY BILLING	EFT:	12.20
362712745573		002849		00	06/04/2021	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362712745573		002849		00	06/04/2021	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362712745573		002849		00	06/04/2021	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
362712745573		002849		00	06/04/2021	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
362712745573		002849		00	06/04/2021	001-2110-421.21-02	MONTHLY BILLING	EFT:	30.56
362712745573		002849		00	06/04/2021	001-2120-421.21-02	MONTHLY BILLING	EFT:	137.64
362712745573		002849		00	06/04/2021	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362712745573		002849		00	06/04/2021	001-3110-431.21-02	MONTHLY BILLING	EFT:	9.16
362712745573		002849		00	06/04/2021	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362712745573		002849		00	06/04/2021	001-3120-431.21-02	MONTHLY BILLING	EFT:	30.56
362712745573		002849		00	06/04/2021	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362712745573		002849		00	06/04/2021	001-6105-461.21-02	MONTHLY BILLING	EFT:	30.56
362712745573		002849		00	06/04/2021	001-6120-461.21-02	MONTHLY BILLING	EFT:	32.06
362712745573		002849		00	06/04/2021	001-7110-471.21-02	MONTHLY BILLING	EFT:	18.32

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0004993	00	HARTFORD, THE							
362712745573		002849		00	06/04/2021	001-7120-471.21-02	MONTHLY BILLING	EFT:	12.20
362712745573		002849		00	06/04/2021	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
362712745573		002849		00	06/04/2021	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362712745573		002849		00	06/04/2021	501-4130-441.21-02	MONTHLY BILLING	EFT:	47.01
362712745573		002849		00	06/04/2021	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362712745573		002849		00	06/04/2021	521-4220-442.21-02	MONTHLY BILLING	EFT:	25.98
362712745573		002849		00	06/04/2021	521-4230-442.21-02	MONTHLY BILLING	EFT:	30.64
362712745573		002849		00	06/04/2021	531-4320-443.21-02	MONTHLY BILLING	EFT:	27.48
362712745573		002849		00	06/04/2021	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362712745573		002849		00	06/04/2021	601-1230-412.21-02	MONTHLY BILLING	EFT:	4.58
362712745573		002849		00	06/04/2021	602-1340-413.21-02	MONTHLY BILLING	EFT:	13.74
362712745573		002849		00	06/04/2021	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362712745573		002849		00	06/04/2021	604-1320-413.21-02	MONTHLY BILLING	EFT:	30.56
							VENDOR TOTAL *	.00	640.07
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500238828		002849		00	06/04/2021	001-3120-431.47-38	SPOILS	EFT:	143.00
							VENDOR TOTAL *	.00	143.00
0000102	00	ICMA RETIREMENT TRUST - 457							
547923		002843		00	06/03/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	7,793.30
							VENDOR TOTAL *	.00	7,793.30
0000714	00	INDEPENDENT SALT CO							
0162526-IN		PI0310	007631	00	05/24/2021	001-3120-431.52-16	SALT	11,640.25	
0162541-IN		PI0311	007631	00	05/25/2021	001-3120-431.52-16	SALT	8,380.03	
							VENDOR TOTAL *	20,020.28	
0002671	00	KANSAS GAS SERVICE							
105962227 0521		002798		00	06/04/2021	001-6120-461.40-04	MONTHLY BILLING	127.95	
105901600 0521		002797		00	06/04/2021	551-4520-445.40-04	MONTHLY BILLING	78.73	
							VENDOR TOTAL *	206.68	
0002806	00	KANSAS GOLF AND TURF, INC							
02-243010		002799		00	06/04/2021	001-6120-461.43-02	PARTS	EFT:	285.02
							VENDOR TOTAL *	.00	285.02
0000332	00	KANSAS STATE TREASURER							
58809		002800		00	06/04/2021	001-0000-207.10-17	MUNICIPAL COURT REVENUE	315.00	
58809		002801		00	06/04/2021	001-0000-207.10-13	MUNICIPAL COURT REVENUE	2,047.00	
58809		002802		00	06/04/2021	001-0000-207.10-14	MUNICIPAL COURT REVENUE	572.00	
58809		002803		00	06/04/2021	001-0000-207.10-11	MUNICIPAL COURT REVENUE	249.50	
58809		002804		00	06/04/2021	001-0000-207.10-12	MUNICIPAL COURT REVENUE	4,250.00	
58809		002805		00	06/04/2021	001-0000-207.10-15	MUNICIPAL COURT REVENUE	650.00	
58809		002806		00	06/04/2021	001-0000-207.10-16	MUNICIPAL COURT REVENUE	80.00	
							VENDOR TOTAL *	8,163.50	
0000784	00	KEY EQUIPMENT & SUPPLY CO							
263720		002849		00	06/04/2021	001-3120-431.43-02	SWEEPER BROOM	EFT:	895.89

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0000784	00	KEY EQUIPMENT & SUPPLY CO							
263794		002849		00	06/04/2021	001-3120-431.43-02	AUTO GREASE SYSTEM	EFT:	123.81
							VENDOR TOTAL *	.00	1,019.70
0002489	00	KPERS							
1597202		002844		00	06/04/2021	721-0000-202.03-01	060321 PAY PERIOD	CHECK #: 112	43,746.87
							VENDOR TOTAL *	.00	43,746.87
0003568	00	KPERS RETIREMENT							
1597204		002845		00	06/04/2021	721-0000-202.03-03	060321 PAY PERIOD	CHECK #: 118	804.08
							VENDOR TOTAL *	.00	804.08
0002490	00	KPF							
1597203		002846		00	06/04/2021	721-0000-202.03-02	060321 PAY PERIOD	CHECK #: 113	30,382.71
							VENDOR TOTAL *	.00	30,382.71
0004949	00	LEGAL RECORD, THE							
L91117		002807		00	06/04/2021	107-1130-411.47-01	PUBLISH RESOLUTION	EFT:	179.36
							VENDOR TOTAL *	.00	179.36
0000233	00	MAXIMUM LAWN CARE							
15676		002808		00	06/04/2021	001-2110-421.31-15	MOWING & STAKE REMOVAL	EFT:	1,260.00
15677		PI0309	007604	00	05/31/2021	001-3120-431.31-15	MOWING	EFT:	1,340.00
15677		002849		00	06/04/2021	521-4220-442.31-15	MOWING	EFT:	360.00
15677		002849		00	06/04/2021	531-4320-443.31-15	MOWING	EFT:	60.00
							VENDOR TOTAL *	.00	3,020.00
0003579	00	MID-STATES MATERIALS LLC							
104972		002849		00	06/04/2021	117-3120-431.43-06	ROCK	346.15	
							VENDOR TOTAL *	346.15	
0003872	00	MOZINGO LAW FIRM, LLC							
096514		002809		00	06/04/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	90.00
099876		002810		00	06/04/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	222.00
097988		002811		00	06/04/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	90.00
							VENDOR TOTAL *	.00	402.00
0004123	00	OFFICETEAM							
57740161		002812		00	06/04/2021	604-1320-413.31-15	TEMP LABOR	EFT:	990.00
57755508		002813		00	06/04/2021	604-1320-413.31-15	TEMP LABOR	EFT:	1,012.18
							VENDOR TOTAL *	.00	2,002.18
0000142	00	OLATHE WINWATER WORKS							
159535 00		002814		00	06/04/2021	521-4230-442.52-32	HARDWARE	EFT:	800.00
160499 00		002815		00	06/04/2021	521-4230-442.52-32	MATERIALS	EFT:	325.00
160786 00		002816		00	06/04/2021	521-4230-442.52-12	HYDRANTS	EFT:	275.00
							VENDOR TOTAL *	.00	1,400.00
0001569	00	PAYCOR, INC							
INV02274143		002847		00	06/02/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 113	760.89

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0001569	00	PAYCOR, INC							
							VENDOR TOTAL *	.00	760.89
0005004	00	PEER, ADAM							
098881 01		002817		00	06/04/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	84.00
099341 01		002818		00	06/04/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	120.00
							VENDOR TOTAL *	.00	204.00
0000145	00	PEPSI-COLA							
71272002		002819		00	06/04/2021	001-6110-461.52-20	CONCESSION BEVERAGES	EFT:	403.30
							VENDOR TOTAL *	.00	403.30
0000590	00	PETTY CASH - PARKS AND RECREATION							
05272021		002776		00	06/04/2021	001-0000-101.30-07	CONCESSIONS START-UP CASH	300.00	
05272021		002775		00	06/04/2021	001-6130-461.52-20	POOL ADMISSION START UP	300.00	
							VENDOR TOTAL *	600.00	
0004385	00	POMP'S TIRE SERVICE, INC.							
1180051713		002821		00	06/04/2021	501-4130-441.52-04	TIRES FOR #402	EFT:	1,366.10
1180051591		002820		00	06/04/2021	531-4320-443.43-05	TIRES FOR #702	EFT:	2,566.74
							VENDOR TOTAL *	.00	3,932.84
0004624	00	POWER ENGINEERS, INC							
410104		002822		00	06/04/2021	501-4140-441.62-15	DISTRIBUTION POINT SWITCH	EFT:	549.95
							VENDOR TOTAL *	.00	549.95
0000149	00	PRAXAIR DISTRIBUTION INC							
63702190		002849		00	06/04/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	49.40
							VENDOR TOTAL *	.00	49.40
0004198	00	PROTECT YOUTH SPORTS							
869140		002823		00	06/04/2021	001-6110-461.47-53	BACKGROUND CHECKS	EFT:	129.50
							VENDOR TOTAL *	.00	129.50
0004932	00	QUADIENT LEASING USA, INC.							
N8885718		002824		00	06/04/2021	602-1340-413.44-02	MONTHLY BILLING	407.31	
							VENDOR TOTAL *	407.31	
0001689	00	QUALIFICATION TARGETS, INC							
22101678		002825		00	06/04/2021	001-2120-421.52-20	RANGE TARGETS	162.95	
							VENDOR TOTAL *	162.95	
0000150	00	QUILL CORPORATION							
16688125		002841		00	06/04/2021	521-4220-442.52-20	DESKS	704.97	
16703476		002841		00	06/04/2021	521-4220-442.52-20	CHAIRS & WHITEBOARD	526.96	
							VENDOR TOTAL *	1,231.93	
0003110	00	REJIS COMMISSION							
461367		002826		00	06/04/2021	001-2110-421.31-15	REJIS TRANSACTIONS	EFT:	90.28
							VENDOR TOTAL *	.00	90.28
0004120	00	RIVER GROUP DESIGN							

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0004120	00	RIVER GROUP DESIGN							
GRD075		002849		00	06/04/2021	001-1110-411.54-51	GRAPHIC DESIGN	EFT:	4,780.00
							VENDOR TOTAL *	.00	4,780.00
0000160	00	SHAWNEE COPY CENTER INC.							
126084		002827		00	06/04/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	45.78
126152		002828		00	06/04/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	45.78
							VENDOR TOTAL *	.00	91.56
0004785	00	SUMNERONE, INC							
2876808		002829		00	06/04/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	302.84
							VENDOR TOTAL *	.00	302.84
0004482	00	SUPERION, LLC							
317612		PI0308	007667	00	05/13/2021	602-1340-413.47-05	ANNUAL FEES	EFT:	12,276.57
							VENDOR TOTAL *	.00	12,276.57
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
29166		002849		00	06/04/2021	117-3120-431.43-06	PATCHING	EFT:	527.75
29173		002849		00	06/04/2021	117-3120-431.43-06	ASPHALT	EFT:	594.15
							VENDOR TOTAL *	.00	1,121.90
0000174	00	TAPCO PRODUCTS CO.							
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	97.28
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	45.30
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	33.40
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	53.30
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	88.52
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	54.20
0129663		002849		00	06/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	180.49
							VENDOR TOTAL *	.00	588.29
0004635	00	TEST SMARTLY LABS							
16829		002830		00	06/04/2021	601-1230-412.31-15	SEASONAL DRUG TEST	EFT:	264.00
							VENDOR TOTAL *	.00	264.00
0099999	00	THOMAS S. VANKEIRSBILCK TRUST							
05272021		002777		00	06/04/2021	001-1130-411.58-00	ANNEXATION REBATE	1,385.55	
							VENDOR TOTAL *	1,385.55	
0000176	00	TIME WARNER CABLE							
0108665051921		002849		00	06/04/2021	001-6120-461.40-03	MONTHLY BILLING	239.98	
							VENDOR TOTAL *	239.98	
0003962	00	TRANSLATIONPERFECT.COM							
6747		002831		00	06/04/2021	001-1330-413.31-15	INTERPRETER	EFT:	160.00
							VENDOR TOTAL *	.00	160.00
0005050	00	TRITECH SOFTWARE SYSTEMS							

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0005050	00	TRITECH SOFTWARE SYSTEMS							
320072		002832		00	06/04/2021	001-1120-411.31-15	MONTHLY BILLING	EFT:	90.00
							VENDOR TOTAL *	.00	90.00
0000105	00	TYLER TECHNOLOGIES, INC							
025-332386		002833		00	06/04/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0002484	00	US FOOD SERVICE							
3977962		002834		00	06/04/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	507.38
4131850		002835		00	06/04/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	269.88
4250697		002836		00	06/04/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	308.63
4387030		002837		00	06/04/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	209.75
4664341		002838		00	06/04/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	49.23
5260302		002839		00	06/04/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	687.57
5315244		002840		00	06/04/2021	001-6130-461.52-20	CONCESSION FOOD	EFT:	1,371.16
							VENDOR TOTAL *	.00	3,403.60
0005019	00	WESTERN MARKETING							
W334654-IN		002849		00	06/04/2021	001-3116-431.52-09	OIL	EFT:	31.74
W334654-IN		002849		00	06/04/2021	001-3120-431.52-09	OIL	EFT:	332.79
W334654-IN		002849		00	06/04/2021	001-3120-431.52-09	OIL	EFT:	126.97
W334654-IN		002849		00	06/04/2021	001-3130-431.52-09	OIL	EFT:	95.23
W334654-IN		002849		00	06/04/2021	001-6120-461.52-09	OIL	EFT:	222.42
W334654-IN		002849		00	06/04/2021	001-7120-471.52-09	OIL	EFT:	63.49
W334654-IN		002849		00	06/04/2021	521-4220-442.52-09	OIL	EFT:	47.52
W334654-IN		002849		00	06/04/2021	521-4220-442.52-09	OIL	EFT:	127.19
W334654-IN		002849		00	06/04/2021	521-4230-442.52-09	OIL	EFT:	95.05
W334654-IN		002849		00	06/04/2021	521-4230-442.52-09	OIL	EFT:	63.49
W334654-IN		002849		00	06/04/2021	531-4320-443.52-09	OIL	EFT:	95.05
W334654-IN		002849		00	06/04/2021	531-4320-443.52-09	OIL	EFT:	126.97
W334654-IN		002849		00	06/04/2021	531-4330-443.52-09	OIL	EFT:	47.59
W334654-IN		002849		00	06/04/2021	531-4330-443.52-09	OIL	EFT:	63.49
W334654-IN		002849		00	06/04/2021	603-3150-431.52-09	OIL	EFT:	31.74
W334654-IN		002849		00	06/04/2021	604-1320-413.52-09	OIL	EFT:	126.97
							VENDOR TOTAL *	.00	1,697.70
							HAND ISSUED TOTAL ***		83,487.85
							EFT/EPAY TOTAL ***		690,789.74
							TOTAL EXPENDITURES ****	34,628.71	774,277.59
							GRAND TOTAL **********		808,906.30

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
0001275	00	AUTOMATED MERCHANT SYSTEMS, INC							
7754		PI0312 007678	00	06	06/04/2021	604-1320-413.31-15	CC & TERMINATION FEES	EFT:	22,154.82
							VENDOR TOTAL *	.00	22,154.82
							EFT/EPAY TOTAL ***		22,154.82
							TOTAL EXPENDITURES ****	.00	22,154.82
						GRAND TOTAL	**********		22,154.82

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
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
70725		002856		00	06/10/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	3,012.80
							VENDOR TOTAL *	.00	3,012.80
0001240	00	ALLIED OIL & TIRE COMPANY							
558445-00		002894		00	06/10/2021	501-4120-441.31-15	TESTING	EFT:	978.00
558459-00		002895		00	06/10/2021	501-4120-441.31-15	TESTING	EFT:	70.00
558460-00		002896		00	06/10/2021	501-4120-441.31-15	TESTING	EFT:	260.00
							VENDOR TOTAL *	.00	1,308.00
0000566	00	AMERICAN TOPSOIL, INC.							
136771		002857		00	06/10/2021	521-4230-442.52-12	PULV	EFT:	198.00
							VENDOR TOTAL *	.00	198.00
0001986	00	ANIXTER, INC.							
4827910-01		002858		00	06/10/2021	501-4130-441.52-31	SUPPORT BRACKETS	EFT:	269.97
4879622-04		002859		00	06/10/2021	501-4130-441.52-31	CONNECTORS	EFT:	218.40
4899790-00		002860		00	06/10/2021	501-4130-441.52-31	PARTS	EFT:	1,351.08
4884179-00		002861		00	06/10/2021	501-4130-441.52-31	EXTENSION W/ HARDWARE	EFT:	1,472.44
4899790-03		002862		00	06/10/2021	501-4130-441.52-31	FUSES	EFT:	1,697.53
4942271-00		002863		00	06/10/2021	501-4130-441.52-02	TOOLS	EFT:	506.43
4947848-00		002864		00	06/10/2021	501-4130-441.52-31	WIRE	EFT:	290.11
4954134-00		002865		00	06/10/2021	501-4130-441.52-31	SUPPLIES & HARDWARE	EFT:	2,948.15
4958775-01		002866		00	06/10/2021	501-4130-441.52-31	TERMINATION KIT	EFT:	1,229.19
4961210-00		002867		00	06/10/2021	501-4130-441.52-31	WIRE	EFT:	3,216.38
4963308-00		002868		00	06/10/2021	501-4130-441.52-31	PEDESTAL	EFT:	4,462.96
							VENDOR TOTAL *	.00	17,662.64
0004994	00	BENEFITS DIRECT							
A008797		002892		00	06/10/2021	001-1120-411.21-01	MONTHLY BILLING	EFT:	34.30
A008797		002892		00	06/10/2021	001-1140-411.21-01	MONTHLY BILLING	EFT:	30.18
A008797		002892		00	06/10/2021	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.50
A008797		002892		00	06/10/2021	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.28
A008797		002892		00	06/10/2021	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.10
A008797		002892		00	06/10/2021	001-1330-413.21-01	MONTHLY BILLING	EFT:	27.80
A008797		002892		00	06/10/2021	001-2110-421.21-01	MONTHLY BILLING	EFT:	77.54
A008797		002892		00	06/10/2021	001-2120-421.21-01	MONTHLY BILLING	EFT:	260.18
A008797		002892		00	06/10/2021	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.50
A008797		002892		00	06/10/2021	001-3116-431.21-01	MONTHLY BILLING	EFT:	9.78
A008797		002892		00	06/10/2021	001-3120-431.21-01	MONTHLY BILLING	EFT:	66.86
A008797		002892		00	06/10/2021	001-3130-431.21-01	MONTHLY BILLING	EFT:	57.08
A008797		002892		00	06/10/2021	001-6105-461.21-01	MONTHLY BILLING	EFT:	60.30
A008797		002892		00	06/10/2021	001-6120-461.21-01	MONTHLY BILLING	EFT:	64.48
A008797		002892		00	06/10/2021	001-7110-471.21-01	MONTHLY BILLING	EFT:	44.08
A008797		002892		00	06/10/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	33.46
A008797		002892		00	06/10/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	40.80
A008797		002892		00	06/10/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	47.30
A008797		002892		00	06/10/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	109.46
A008797		002892		00	06/10/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	13.90
A008797		002892		00	06/10/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	64.48

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							
A008797		002892		00	06/10/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	62.68
A008797		002892		00	06/10/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	50.58
A008797		002892		00	06/10/2021	601-1230-412.21-01	MONTHLY BILLING	EFT:	13.90
A008797		002892		00	06/10/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	37.58
A008797		002892		00	06/10/2021	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50
A008797		002892		00	06/10/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	36.68
A008797		002892		00	06/10/2021	721-0000-202.03-07	MONTHLY BILLING	EFT:	8,340.58
A008797		002892		00	06/10/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	259.12
							VENDOR TOTAL *	.00	9,940.98
0099999	00	BIDDLE, CALLIE							
000063905		UT		00	06/03/2021	501-0000-229.00-00	FINAL BILL REFUND	4.76	
							VENDOR TOTAL *	4.76	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS881853		PI0327	007584	00	06/02/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	2,778.50
							VENDOR TOTAL *	.00	2,778.50
0001834	00	C & C GROUP							
41296		002897		00	06/10/2021	501-4120-441.43-02	GENERATOR REPAIR	EFT:	2,626.37
41159		002898		00	06/10/2021	521-4220-442.31-15	GENERATOR SERVICE	EFT:	4,023.50
							VENDOR TOTAL *	.00	6,649.87
0004628	00	CALGON CARBON CORPORATION							
90122818		PI0322	007586	00	06/01/2021	521-4220-442.52-13	CARBON	EFT:	810.00
							VENDOR TOTAL *	.00	810.00
0000429	00	CINTAS FIRE PROTECTION							
5064471081		002899		00	06/10/2021	521-4220-442.31-15	MONTHLY BILLING	EFT:	114.41
							VENDOR TOTAL *	.00	114.41
0000517	00	DELL MARKETING L.P.							
10493952670		PI0323	007651	00	06/08/2021	602-1340-413.47-05	2 YR SOFTWARE LICENSE	10,471.40	
							VENDOR TOTAL *	10,471.40	
0004959	00	DIGITAL ERTH CONSULTING LLC							
18		002900		00	06/10/2021	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	960.00
							VENDOR TOTAL *	.00	960.00
0005110	00	DONOHO APPRAISALS							
21-109		PI0326	007674	00	04/07/2021	531-4340-443.62-10	APPRAISAL FEES	EFT:	6,300.00
							VENDOR TOTAL *	.00	6,300.00
0001762	00	DREXEL TECHNOLOGIES INC							
INV50983		002901		00	06/10/2021	501-4130-441.31-15	TREE TRIMMING	EFT:	28.00
							VENDOR TOTAL *	.00	28.00
0099999	00	ERNESTO VELASCO-CAMACHO							
096725		002855		00	06/10/2021	001-0000-228.30-00	CASH BOND REFUND	45.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	ERNESTO VELASCO-CAMACHO							
							VENDOR TOTAL *	45.00	
0004946	00	EVERGY							
2424383255		0621002902		00	06/10/2021	521-4220-442.40-05	MONTHLY BILLING	11,322.05	
9279570154		0621002903		00	06/10/2021	521-4220-442.40-05	MONTHLY BILLING	6,199.40	
							VENDOR TOTAL *	17,521.45	
0002956	00	FASTENAL CO.							
KSKA3143705		002904		00	06/10/2021	501-4130-441.52-12	SHOP SUPPLIES	EFT:	23.20
							VENDOR TOTAL *	.00	23.20
0003725	00	FRANKS, JAROD							
05252021		002869		00	06/10/2021	501-4120-441.46-01	SUBSTATION WORKSHOP	71.50	
							VENDOR TOTAL *	71.50	
0000086	00	GALLS, LLC							
018493303		002870		00	06/10/2021	001-2120-421.53-02	SHIRTS	EFT:	108.18
018513793		002871		00	06/10/2021	001-2120-421.53-02	WREATH HAT BUTTON	EFT:	25.93
018523388		002872		00	06/10/2021	001-2120-421.53-02	PANTS	EFT:	54.99
018523389		002873		00	06/10/2021	001-2120-421.53-02	PANT STRIPING	EFT:	12.99
							VENDOR TOTAL *	.00	202.09
0000181	00	GRAINGER							
9911212950		002906		00	06/10/2021	521-4220-442.52-12	STRAINER	EFT:	24.84
9911876036		002907		00	06/10/2021	521-4220-442.52-12	HINGES	EFT:	22.83
9914641544		002908		00	06/10/2021	521-4220-442.52-20	TAGS	EFT:	196.62
9914025334		002905		00	06/10/2021	531-4320-443.43-02	BACKFLOW REPAIRS	EFT:	403.34
							VENDOR TOTAL *	.00	647.63
0099999	00	GRIGGS, ALLYSSA							
000065955		UT		00	06/03/2021	501-0000-229.00-00	FINAL BILL REFUND	36.02	
							VENDOR TOTAL *	36.02	
0000097	00	HAMPEL OIL, INC.							
91422636		PI0316	007669	00	05/25/2021	551-4520-445.52-09	AIRPORT FUEL	EFT:	27,798.75
							VENDOR TOTAL *	.00	27,798.75
0002095	00	HDR ENGINEERING, INC							
1200351200		PI0321	007570	00	06/01/2021	001-3130-431.31-10	ON CALL TRAFFIC	EFT:	462.39
							VENDOR TOTAL *	.00	462.39
0000297	00	HERITAGE-CRYSTAL CLEAN							
16825045		002874		00	06/10/2021	501-4130-441.44-02	PARTS CLEANER	EFT:	419.00
							VENDOR TOTAL *	.00	419.00
0001536	00	ICE-MASTERS, LLC							
410717		002877		00	06/10/2021	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	30.00
410716		002909		00	06/10/2021	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
410717		002875		00	06/10/2021	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	31.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001536	00	ICE-MASTERS, LLC							
410717		002876		00	06/10/2021	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	31.00
							VENDOR TOTAL *	.00	175.00
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
301001616		002878		00	06/10/2021	001-6130-461.52-15	CONCESSION FOOD	885.60	
							VENDOR TOTAL *	885.60	
0002775	00	INTERSTATE ELECTRICAL SUPPLY, INC							
198452		002879		00	06/10/2021	521-4220-442.52-01	LED BULB PROJECT	EFT:	1,350.00
							VENDOR TOTAL *	.00	1,350.00
0000108	00	K.C. BOBCAT INC							
19151315		002910		00	06/10/2021	001-6120-461.43-02	TRACK LOADER	404.68	
							VENDOR TOTAL *	404.68	
0002760	00	KA-COMM, INC							
179600		002880		00	06/10/2021	001-2120-421.43-05	POWER ADAPTERS	EFT:	549.15
179603		002881		00	06/10/2021	001-2120-421.43-05	REPAIR RADAR OUTLET	EFT:	101.73
							VENDOR TOTAL *	.00	650.88
0002671	00	KANSAS GAS SERVICE							
161419073	0521	002882		00	06/10/2021	501-4130-441.40-04	MONTHLY BILLING	249.56	
							VENDOR TOTAL *	249.56	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1050249		002886		00	06/10/2021	001-3120-431.31-15	STORMWATER LOCATING SVC	EFT:	125.10
1050249		002883		00	06/10/2021	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	125.10
1050250		002911		00	06/10/2021	501-4130-441.40-06	LOCATES	EFT:	10.80
1050249		002884		00	06/10/2021	521-4230-442.40-06	WATERLINE LOCATING SVC	EFT:	125.10
1050251		002887		00	06/10/2021	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	42.00
1050249		002885		00	06/10/2021	531-4330-443.40-06	SEWERLINE LOCATING SVC	EFT:	125.10
							VENDOR TOTAL *	.00	553.20
0005085	00	KAW VALLEY COMPANIES, INC.							
13537		PI0314	007606	00	04/28/2021	001-2110-421.31-15	PD DEMO	62,000.00	
							VENDOR TOTAL *	62,000.00	
0099999	00	KEITH, DENNIS & MONICA							
000038933		UT		00	06/08/2021	501-0000-229.00-00	MANUAL CHECK	82.65	
							VENDOR TOTAL *	82.65	
0099999	00	KERBY, MELISSI							
000053429		UT		00	06/07/2021	501-0000-229.00-00	FINAL BILL REFUND	15.81	
							VENDOR TOTAL *	15.81	
0000319	00	KERIT							
2021-1		PI0325	007677	00	06/02/2021	601-1230-412.45-01	KERIT WC 2021 2ND HALF	EFT:	77,147.00
							VENDOR TOTAL *	.00	77,147.00
0001626	00	KMEA GRDA OPERATING ACCT							

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
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-21-07		002888		00	06/10/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	308,378.28
							VENDOR TOTAL *	.00	308,378.28
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-21-06		002889		00	06/10/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	6,896.81
							VENDOR TOTAL *	.00	6,896.81
0099999	00	LEGACY FITNESS TRAINING, LLC							
000049723		UT		00	06/03/2021	501-0000-229.00-00	FINAL BILL REFUND	161.64	
000049723		UT		00	06/03/2021	501-0000-229.00-00	FINAL BILL REFUND	84.19	
							VENDOR TOTAL *	245.83	
0004949	00	LEGAL RECORD, THE							
L91206		002892		00	06/10/2021	130-3130-431.62-04	ADVERTISEMENT	EFT:	7.87
L91216		002892		00	06/10/2021	130-3130-431.62-04	ADVERTISEMENT	EFT:	15.41
							VENDOR TOTAL *	.00	23.28
0099999	00	LEON LUSHER							
095246		002853		00	06/10/2021	001-0000-228.30-00	CASH BOND REFUND	150.00	
							VENDOR TOTAL *	150.00	
0099999	00	MATHEW, JACOB							
000064755		UT		00	06/07/2021	501-0000-229.00-00	FINAL BILL REFUND	33.04	
							VENDOR TOTAL *	33.04	
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
881846		PI0319	007672	00	05/18/2021	001-1120-411.31-02	LEGAL SERVICES	EFT:	5,017.00
881845		PI0320	007673	00	05/18/2021	001-1120-411.31-02	LEGAL SERVICES	EFT:	7,744.50
							VENDOR TOTAL *	.00	12,761.50
0003043	00	MELLEN & ASSOCIATES INC							
27009		002912		00	06/10/2021	521-4220-442.52-12	VALVE & ACCESSORIES	EFT:	877.00
							VENDOR TOTAL *	.00	877.00
0003579	00	MID-STATES MATERIALS LLC							
105622		002913		00	06/10/2021	521-4230-442.52-12	MATERIALS	253.35	
105622		002914		00	06/10/2021	531-4330-443.52-12	MATERIALS	253.35	
							VENDOR TOTAL *	506.70	
0003197	00	MIDWEST PUBLIC RISK-P & L CONTRIBUT							
PL20210518.30		PI0317	007670	00	05/18/2021	601-1230-412.45-02	MPR CONTRIB. 1ST HALF	EFT:	321,522.80
							VENDOR TOTAL *	.00	321,522.80
0000132	00	NATIONAL SIGN CO., INC.							
IN-196949		002891		00	06/10/2021	001-3120-431.52-10	SIGNS	EFT:	890.10
							VENDOR TOTAL *	.00	890.10
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-216515		002915		00	06/10/2021	501-4130-441.52-12	SHOP SUPPLIES	EFT:	66.50

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0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-216516		002916		00	06/10/2021	501-4130-441.52-12	SHOP SUPPLIES	EFT:	10.94
0354-217943		002917		00	06/10/2021	501-4130-441.52-04	FILTERS FOR PM TR# 421	EFT:	53.49
0354-217944		002918		00	06/10/2021	501-4130-441.52-04	FILTERS FOR PM TR# 429	EFT:	15.23
0354-217963		002919		00	06/10/2021	501-4130-441.52-09	OIL FOR PM TR# 421 & 429	EFT:	95.21
0354-217964		002920		00	06/10/2021	501-4130-441.52-09	SHOP SUPPLIES	EFT:	65.66
0354-218020		002921		00	06/10/2021	501-4130-441.52-04	FILTERS FOR PM TR# 405	EFT:	102.59
0354-218021		002922		00	06/10/2021	501-4130-441.52-09	OIL FOR PM TR# 405	EFT:	98.52
0354-218110		002923		00	06/10/2021	501-4130-441.52-12	PARTS FOR CABINET REPAIR	EFT:	19.69
0354-219207		002924		00	06/10/2021	501-4130-441.52-09	SHOP SUPPLIES	EFT:	21.88
0354-219280		002925		00	06/10/2021	501-4130-441.52-12	SHOP SUPPLIES	EFT:	5.62
0354-219946		002926		00	06/10/2021	501-4130-441.52-04	FILTERS FOR PM TR# 407	EFT:	110.57
							VENDOR TOTAL *	.00	665.90
0000142	00	OLATHE WINWATER WORKS							
160232 00		PI0315	007668	00	05/12/2021	521-4230-442.52-32	WATER METER SUPPLIES	EFT:	5,533.00
160232 02		002891		00	06/10/2021	521-4230-442.52-32	SADDLES	EFT:	1,380.00
160901 02		002892		00	06/10/2021	521-4230-442.52-32	FLANGE GASKET	EFT:	430.00
160936 00		002892		00	06/10/2021	521-4230-442.52-12	PIPE	EFT:	324.00
160901 00		002941		00	06/10/2021	521-4230-442.52-32	METER FLANGE GASKET	EFT:	420.00
							VENDOR TOTAL *	.00	8,087.00
0000256	00	OTTAWA COOP							
48397 0521		002927		00	06/10/2021	521-4230-442.52-09	DIESEL FUEL	EFT:	159.49
48397 0521		002928		00	06/10/2021	531-4320-443.52-09	DIESEL FUEL	EFT:	247.37
							VENDOR TOTAL *	.00	406.86
0000149	00	PRAXAIR DISTRIBUTION INC							
63939879		002892		00	06/10/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:	171.82
							VENDOR TOTAL *	.00	171.82
0000586	00	PROTECTIVE EQUIPMENT TESTING							
74879		002929		00	06/10/2021	501-4130-441.31-15	GLOVE TESTING	EFT:	1,694.73
							VENDOR TOTAL *	.00	1,694.73
0099999	00	RAMON ORTIZ-CHACON							
097877		002854		00	06/10/2021	001-0000-228.30-00	CASH BOND REFUND	40.00	
							VENDOR TOTAL *	40.00	
0004625	00	RENAISSANCE INFRASTRUCTURE CONSULT							
21-0282		PI0313	007541	00	04/30/2021	403-4330-443.62-10	SANITARY SEWER	EFT:	926.80
							VENDOR TOTAL *	.00	926.80
0099999	00	RICE, BRIAN							
000035287		UT		00	06/08/2021	501-0000-229.00-00	MANUAL CHECK	22.32	
							VENDOR TOTAL *	22.32	
0099999	00	RODNEY JAMES PACE							
100257		002852		00	06/10/2021	001-0000-228.30-00	CASH BOND REFUND	203.00	
							VENDOR TOTAL *	203.00	
0003058	00	S.D. MYERS LLC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003058	00	S.D. MYERS LLC							
INV5387		002931		00	06/10/2021	501-4120-441.31-15	TESTING & SAMPLES	EFT:	472.00
							VENDOR TOTAL *	.00	472.00
0003304	00	SAFETY REMEDY INC							
310988		002892		00	06/10/2021	001-6130-461.52-20	GAC FIRST AID	EFT:	229.99
							VENDOR TOTAL *	.00	229.99
0004713	00	SALTUS TECHNOLOGIES							
2105-56		PI0324	007675	00	06/01/2021	001-2110-421.31-15	DIGITICKET YEARLY LICENSE	EFT:	14,515.20
							VENDOR TOTAL *	.00	14,515.20
0004886	00	SANTARINI, JEFF							
05252021		002892		00	06/10/2021	501-4120-441.46-01	SUBSTATION WORKSHOP	71.50	
							VENDOR TOTAL *	71.50	
0000160	00	SHAWNEE COPY CENTER INC.							
126149		002930		00	06/10/2021	501-4110-441.52-20	F.O.G. BUSINESS CARDS	EFT:	80.00
							VENDOR TOTAL *	.00	80.00
0099999	00	SHELLENBERGER, SAMANTHA							
000064213		UT		00	06/03/2021	501-0000-229.00-00	FINAL BILL REFUND	19.13	
							VENDOR TOTAL *	19.13	
0004029	00	SMOKEY HILL CATERING LLC							
215		002892		00	06/10/2021	001-6110-461.54-51	CATERING	368.00	
							VENDOR TOTAL *	368.00	
0005109	00	STELZER, ERIC							
101		002892		00	06/10/2021	001-1110-411.54-51	STATE OF THE CITY VIDEO	EFT:	4,000.00
							VENDOR TOTAL *	.00	4,000.00
0004785	00	SUMNERONE, INC							
2882940		002892		00	06/10/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	36.88
							VENDOR TOTAL *	.00	36.88
0004482	00	SUPERION, LLC							
319702		PI0318	007671	00	05/26/2021	602-1340-413.47-05	ASP TECHNICAL ACCESS FEE	EFT:	8,001.39
							VENDOR TOTAL *	.00	8,001.39
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
29294		002892		00	06/10/2021	117-3120-431.43-06	PATCHING	EFT:	488.72
29359		002892		00	06/10/2021	117-3120-431.43-06	PATCHING	EFT:	481.52
29382		002892		00	06/10/2021	117-3120-431.43-06	PATCHING	EFT:	470.37
							VENDOR TOTAL *	.00	1,440.61
0000407	00	TOMPKINS INDUSTRIES, INC.							
404826151		002892		00	06/10/2021	521-4230-442.52-12	PARTS	EFT:	.78
							VENDOR TOTAL *	.00	.78
0001298	00	UPS STORE #5784							

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
0001298	00	UPS STORE #5784							
18712		002934		00	06/10/2021	501-4110-441.52-20	SHIPPING CHARGES	9.99	
18647		002932		00	06/10/2021	501-4120-441.47-04	SHIPPING CHARGES	20.11	
18711		002933		00	06/10/2021	501-4130-441.47-04	SHIPPING CHARGES	127.93	
							VENDOR TOTAL *	158.03	
0002484	00	US FOOD SERVICE							
5395449		002892		00	06/10/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	490.44
5392357		002892		00	06/10/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	49.23
							VENDOR TOTAL *	.00	539.67
0000366	00	WARDROBE CLEANERS INC.							
05292021		002892		00	06/10/2021	001-2120-421.42-02	DRY CLEANING	516.00	
							VENDOR TOTAL *	516.00	
0099999	00	WARDWELL, JUSTIN							
000064327		UT		00	06/08/2021	501-0000-229.00-00	MANUAL CHECK	49.48	
							VENDOR TOTAL *	49.48	
0004226	00	WATCHMEN SECURITY SERVICES							
56031		002892		00	06/10/2021	501-4120-441.31-15	VIDEO MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0003221	00	WEX BANK							
72206035		002935		00	06/10/2021	501-4120-441.52-09	FUEL	EFT:	176.66
72206035		002936		00	06/10/2021	501-4130-441.52-09	FUEL	EFT:	1,804.16
72206035		002937		00	06/10/2021	521-4220-442.52-09	FUEL	EFT:	296.81
72206035		002940		00	06/10/2021	521-4230-442.52-09	FUEL	EFT:	1,095.99
72206035		002938		00	06/10/2021	531-4320-443.52-09	FUEL	EFT:	814.11
72206035		002939		00	06/10/2021	531-4330-443.52-09	FUEL	EFT:	302.68
							VENDOR TOTAL *	.00	4,490.41
0099999	00	WILKES, JESSICA							
000064687		UT		00	06/07/2021	501-0000-229.00-00	FINAL BILL REFUND	21.41	
							VENDOR TOTAL *	21.41	
							EFT/EPAY TOTAL ***		856,668.14
							TOTAL EXPENDITURES ****	94,192.87	856,668.14
							GRAND TOTAL **********		950,861.01

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: JUNE 21, 2021
STAFF CONTACT: JAMES K. BELCHER, POLICE CHIEF

Agenda Item: Consider authorizing the execution of a contract with Gardner Animal Hospital for animal boarding and care

Strategic Priority: Quality of Life

Department: Police Department

Staff Recommendation:

Staff recommends authorizing the execution of a contract with Gardner Animal Hospital through 2023 for animal boarding and care.

Background/Description of Item:

The Police Department began using Gardner Animal Hospital in 2002 for lodging and care of animals impounded by Animal Control. Oakbrook Animal Hospital submitted a bid in 2009 and was awarded the contract. In 2015, Oakbrook requested to be released from their contract and did not wish to re-bid for the next contract. Gardner Animal Hospital came under contract at that time, and has been providing services since then.

There are no other businesses in Gardner that are capable of performing these services. The nearest facilities able to handle the volume and requirements are in Mission or Merriam. Use of these facilities would require the Animal Control Officer or a Police Officer to drive out of the city every time an animal is picked up, resulting in the officer being out of service for up to 2 hours on every animal. Additionally, local residents will need to drive out of the city to pick up their animal following impoundment.

The services provided by Gardner Animal Hospital are detailed in the attached proposed contract.

Several years ago, staff initiated a three-year contract for this service. Since that time, the City moved from an annual budget to a two-year biennial budget cycle. Gardner Animal Hospital and staff will negotiate a two-year contract following the 2024 budget cycle in an effort to be in line with the city's budget cycles.

Financial Impact:

This contract will renew for the next three years. The Animal Control budget for 2022 has already been set at $104,580.00. Each additional year includes an approximate 5% increase, as has been the practice for many years.

2022 - $104,520.00
2023 - $109,680.00
2024 - $115,200.00

Attachments included:

- Proposed Contract

Suggested Motion:
Authorize the City Administrator to execute a contract with Gardner Animal Hospital for boarding and care of impounded animals at the following amounts for the next three years: Year 1 - $104,520.00, Year 2 - $109,680.00, and Year 3 - $115,200.00

ANIMAL SHELTER AGREEMENT

This Animal Shelter Agreement ("Agreement") is made and entered into this 30th day of June, 2021, by and between the City of Gardner, Kansas, a Kansas municipal corporation (the "City") and Gardner Animal Hospital P.A., a Kansas professional association ("Animal Hospital").

WITNESSETH:

WHEREAS, the City and Animal Hospital desire to enter into a formal, written agreement for Animal Hospital to provide animal shelter services for the City for calendar years 2022 through 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2024, subject to Section 6 below. Additionally, upon mutual agreement of the parties, this Agreement may be renewed past 2024. If the parties desire to extend the term beyond 2024, they will endeavor to reach a written agreement with respect thereto by July 1, 2024. If the city is required by law to solicit bids of such extension beyond 2024, the city agrees to complete the solicitation and acceptance process by July 1, 2024.

2. Animal Hospital Services. During the term of this Agreement, Animal Hospital shall provide the following services and care for impounded dogs, cats and other small animals after they have been delivered to Animal Hospital and checked in by the City's Animal Control Officer at Animal Hospital's facilities located at 945 E. Santa Fe Street, Gardner, Kansas (the "Facility"):

(a) food and lodging for a maximum of four days (up to 10 days in the case of a request from the police or Animal Control to quarantine for rabies observation);
(b) stool test;
(c) flea and/or tick treatment;
(d) intestinal parasite treatment (as needed);
(e) exams by veterinarians (as needed);
(f) minor medical treatment as deemed necessary by Animal Hospital's veterinarian;
(g) euthanasia and cremation; and
(h) releasing animals to their owners once the owners have presented a release/authorization from the City.
(i) provide a specific number of cages for the animal shelter animals, set forth below:

(1) For dogs, a minimum of ten cages will be provided and available for the shelter;
(2) For cats, a minimum of ten cages will be provided and available for the shelter.

(j) Any exams, treatment, or course of action beyond the above-described care must be approved in advance by an Animal Control Officer or Supervisor and the City and the Animal Hospital are in agreement as to any additional amounts to be paid by the City for such additional care.

3. City Services. During the term of this Agreement, the City shall be responsible for picking up animals and delivering them to and checking them in at the Facility. In addition, the City shall be responsible for collecting all fees imposed by the City upon owners of the animals impounded under this Agreement and for issuing to owners a written release/authorization for them to be able to pick up their animals from the Facility.

4. City Payment. In consideration for all full Animal Hospital's services under this Agreement (except as provided in Section 2(j) above or Section 5 below), the City shall pay to Animal Hospital a lump sum fee in the amount set forth below on a calendar quarter basis, on or before the 10th day of the first month during such calendar quarter (i.e. January 10th, April 10th, July 10th and October 10th). The quarterly fee for each calendar year shall be as follows:

Year	Quarterly Fee
2022	$26,130.00
2023	$27,420.00
2024	$28,800.00

Any quarterly fee that is not received by Animal Hospital by the due date shall bear interest at the rate of 10% per year, compounded monthly, from the due date until the date payment is actually received by Animal Hospital.

5. Owner payments to Animal Hospital. Animal Hospital shall be entitled to charge and collect from the animal owner the reasonable and normal fees and charges of Animal Hospital for the following services provided to the owner's impounded animal;

(a) Emergency care for injured animals; and the City will not issue a release authorization to the owner until said owner has paid the Animal Hospital for the emergency services provided.

6. Early Termination. Either party shall have the right to terminate this Agreement upon a material default by the other party hereunder after giving the defaulting party written notice of the default and the failure of the defaulting party to cure the default within 30 days thereafter.

7. Miscellaneous. This Agreement is governed by the laws of Kansas and may be amended only by a written instrument signed by both parties.

CITY:

CITY OF GARDNER, KANSAS

By:_____

Name:_____

Title:_____

ANIMAL HOSPITAL:

GARDNER ANIMAL HOSPITAL

By:_____

Eileen E. Mertz, DVM

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing a contract with Brungardt Honomichl & Co., P.A. (BHC) for construction inspection services on the US-56, Sycamore to Old 56 Reconstruction Project

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing a contract with BHC for construction inspection services on the US-56, Sycamore to Old 56 reconstruction project in the amount of $427,828.00.

Background/Description of Item:
This project is being partially funded through the Kansas Department of Transportation (KDOT) CCLIP Resurfacing Program. KDOT requires the city to provide full-time construction observation of this project by an LPA-certified KDOT inspector. Staff advertised a Request for Qualifications to provide these services for this project and received 3 responses. The proposals were evaluated by a selection committee and BHC was unanimously selected to perform the work.

Financial Impact:
The proposed scope and fee has been estimated to be a maximum. The total amount spent on this item will be determined by the actual amount of time required to perform the inspection. The City's share of the costs will be financed with General Obligation Bonds. The Special Highway Fund will make annual transfers to the Debt Service Fund for annual debt service payments. The updated project budget is as follows:

Design	$365,810
Right of Way (est)	$200,000
Construction (est)	$4,900,000
Inspection and testing	$427,828
Total Project Cost	$5,893,638
MARC Funding	$3,000,000
CARS Funding	$735,000
Price Chopper	$400,000
City Cost	$1,758,810

Attachments Included:
- Scope and Fee

Suggested Motion:
Authorize the City Administrator to execute a contract with Brungardt Honomichl & Co., P.A. for construction inspection services on the US-56, Sycamore to Old 56 Reconstruction Project in an amount not to exceed $427,828.00

Exhibit A
Basic Services and Other Matters

Scope of project: This project includes construction observation services to assist the City for the **US 56 Highway Improvements (Sycamore to E. of Moonlight)[56-46 KA-5420-01]** project**.**

The Consultant shall furnish qualified staff and perform the various professional duties and services required for construction observation on the Project in accordance with all tasks related to documentation and observation of performed by the selected contractor.

General Requirements
The consultant shall perform construction observation services in conformance with the applicable City regulations and Kansas Department of Transportation (KDOT) procedures for construction observation and documentation for projects of this type.

TASK 1. CONSTRUCTION SERVICES

1.01. Attend project meetings, as needed, before and during the construction phase.

1.02. Perform construction observation duties as required. Consultant shall be primary observer on the project and serve as the City's and KDOT's representative on the project. Final authority regarding questions and approval of contractor deviations from the construction documents will remain with KDOT and the City as determined in their project funding and administration agreement(s).

1.03 Perform and/or provide construction materials testing, as required by KDOT for this construction work

1.04 Provide documentation of daily construction activities, pay quantities, and materials testing results as required by KDOT. The Consultant will also provide regular updates to the City as to project progress and budget.

Completion time: The Consultant understands that the City does not control the contractor's start time. It is assumed that the construction will allow for contractor to have up to 310 calendar days to complete work, however the fees listed in Exhibit B are assuming that the contractor will make good speed and complete work in approximately 252 calendar days (36 weeks). Letting is currently planned for October 2021, but could occur sooner. Start of construction/inspection services could be as soon as October 2021, but actual start date has not yet been determined. The Consultant also understands that the City may require services to extend past July 2022 if the construction schedule lags. The Consultant understands that services are expected to be on a full-time basis but may be intermittent at times due to weather and other external factors, and that the schedule and/or magnitude of work to be performed may change. If any such changes occur, the City and Consultant may negotiate any required modifications to the scope of services and corresponding fees.

EXHIBIT 'B' - PROJECT FEE ESTIMATE
City of Gardner
Construction Inspection Services for US 56 HWY (Sycamore to E. of Moonlight) [56-46 KA-5420-01]

6/9/2021 RJG

		Tasks: A = All Disciplines; E = Engineering; C = Construction S = Surveying; P = Public Involvement; D = Drainage	Job Titles Principal 200	Construct. Manager 150	Constr Tech II 125	Constr Tech I 100	Other	Tot Labor Costs	Expenses	Total MHs
CONSTRUCTION PHASE										
1	C	Pre-Construction Preparation & Meetings		8	32			$ 5,200.00	$ 112.00	40
2	C	Provide Construction Inspection *(for up to 310 Calendar Days)*		40	3,024			$ 384,000.00	$ 10,584.00	3,064
3	C	Additional Staff Support for Testing, Paving, etc.		8		80		$ 9,200.00	$ 420.00	88
4	C	Assembly of Final Documentation/Paperwork		16	120	8		$ 18,200.00	$ 112.00	144
		SUBTOTAL CONSTRUCTION	0	72	3,176	88	0	$416,600	$11,228.00	3,336.0
TOTAL			0	72	3,176	88	0	**$ 416,600.00**	***$ 11,228.00***	3,336.0

TOTAL $ 427,828.00

HOURLY RATES

Job Title	Rate
Principal	$200.00
Construction Manager	$150.00
Construction Technician II	$125.00
Construction Technician I	$100.00
Other	

EXPENSES

Expense Discription	Rate
Mileage	Current IRS rate ($0.56)
Printing, Reproduction, Exhibits, Etc.	Not expected

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: JUNE 21, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider authorizing the execution of U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act.

Background/Description of Item:
The American Rescue Plan Act of 2021 (ARPA) included $1 billion in ARPA funding for counties and cities. The City of Gardner's total allocation is $3,342,248.23. The first half of the allocation will be disbursed in July of 2021. The second half of the allocation will be released no earlier than 12 months after the first payment. Funds must be obligated (under contract) by 12/31/2024 and expended/liquidated by 12/31/2026.

The execution of these documents is the first step in the process to ensure the City receives the $3,342,248.23. Staff is conducting research on eligible expenses and will present the findings/options to the City Council at a future meeting.

Financial Impact:
The City will receive approximately $3,342,248.23.

Attachments Included:
- Terms and Conditions
- Title VI Assurances

Suggested Motion:
Authorize the City Administrator to execute the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*] Taxpayer Identification Number: [*Recipient to provide*] Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

_____

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Recipient Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Cohorst Enterprises Inc. to abandon and replace the damaged 6" water main crossing 56 Hwy at Cedar Street.

Strategic Priority: Infrastructure and Asset Management

Department: Utility Department – Water Division

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Cohorst Enterprises Inc., to replace the 6" water main crossing 56 Hwy at N. Cedar Street, in the amount of $43,000.00.

Background/Description of Item:
The Line Maintenance division has received estimates from Cohorst to perform an urgent replacement of a 6" water main that crosses 56 Hwy at N. Cedar Street. This pipe is broken and has been isolated from the system until repairs can be made. Additionally, Public Works and KDOT have a project that is scheduled to begin this summer in the area and this repair needs to be accomplished before construction of that project begins.

This water line provides a major connection for looping the water system in this area due to the lack of waterline crossing on 56 Hwy. This crossing is the only connection point between Moonlight and Sycamore Street to the 12" water main on 56 Hwy's south right-of-way, which provides looping to the businesses and residential areas on the north side of 56 Hwy.

Staff have made numerous attempts to gather estimates from other contractors for this work. Those contractors have not been responsive.

Financial Impact:
Funds are available in the Line Maintenance Water Distribution Budget.

Attachments included:

a. Agreement between City and Contractor
b. Cohorst Enterprise Inc. Quote

Suggested Motion:
Authorize the City Administrator to execute a contract with Cohorst Enterprise Inc., to abandon and replace the 6" water main crossing 56 Hwy at Cedar Street, in the amount of $43,000.00.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this _____ day of _____, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and **Cohorst Enterprise Inc.,** [hereinafter referred to as "Contractor"] for the construction of the following described work: **Old 56 Hwy 6" Waterline Crossing Replacement**.

RECITALS

WHEREAS, the City desires to construct and complete Project No. **Old 56 Hwy 6" Waterline Crossing Replacement**.

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

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as **Old 56 Hwy 6" Waterline Crossing Replacement** Project, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the **Old 56 Hwy 6" Waterline Crossing Replacement**.

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

AGREEMENT

1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for

City of Gardner **Old 56 Hwy 6" Waterline Crossing Replacement**. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

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

1.3 Assigned Personnel.

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

b. With respect to this Agreement, the Contractor shall employ the following key personnel to be onsite during the entirety of the project:_____
In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.

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

d. City shall designate **Teddy Manes, Line Maintenance Superintendent, 913.884.6170,** as the City's Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent

of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost.

2.0 Commencement of Contract Time; Notice to Proceed.

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

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

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

3.0 Time of Performance.

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

3.2 Progress Schedule

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

3.3 Computation of Time.

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

3.4 Changes in Contract Time.

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor

expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, and weather conditions or otherwise.

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

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

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date for each phase of the project, shall be charged against the Contractor 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). The assessed amount for each phase of the project shall be the liquidated damages from the schedule above using the contract amount for the items included within each phase.

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

c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue

administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of $ 43,000 .

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

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

4.3 All invoices should be sent to **City of Gardner, Utilities Department, 1150 E. Santa Fe Street, Gardner, KS 66030 Attn: Ric Gere.**

4.4 Right to Withhold Payment:

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

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

5.0 Substantial Completion.

5.1 When Contractor considers the Work within each phase of the project ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the Work is substantially complete for each phase and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially

complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

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

6.0 Partial Utilization of Work by City.

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

7.0 Completion and Final Payment.

7.1 Contractor shall have 75 calendar days to complete work from day after date of Award by the City or as stipulated in Notice to Proceed.

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

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

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

7.5 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

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

10.0 Warranty and Defective or Unacceptable Work.

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

remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

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

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

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

12.0 Termination.

12.1 Right of City to Terminate Contract.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

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

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

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

14.0 Bonds.

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

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

notified of such Change Order or written amendment and to have expressly consented thereto.

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

15.0 Insurance.

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

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

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

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

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

- □ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the

Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

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

15.2 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

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

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

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

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

AND

3) Carries at least a Class X financial rating.

OR

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

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

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

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

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

19.0 Accessibility.

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

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

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

22.0 Independent Contractor.

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

23.0 Compliance with Laws.

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

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

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

To City: **City of Gardner**
Attn: Teddy Manes
1150 E. Santa Fe Street
Gardner, KS 66030

To Contractor:

27.0 Amendments.

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

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

a. Field Order;
b. Engineer's review and approval of a Show Drawing or Sample;
c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

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

29.0 Remedies are not Exclusive.

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

30.0 No Third Party Beneficiaries.

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

31.0 Force Majeure.

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

32.0 Titles.

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

33.0 Negotiations.

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

34.0 Costs and Attorneys Fees.

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

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

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

37.0 Incorporation of Appendices.

Appendix A – Big Bull 2 Basin Sewer Main Rehab plans are attached hereto and made a part hereof as if fully set out herein.

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

CITY OF GARDNER, KANSAS

_____
James Pruetting, City Administrator

CONTRACTOR

_____
(Name, Title)

ATTEST:

_____
Sharon Rose, City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

COHORST ENTERPRISES INC.
114 E 5th STREET PO BOX 423
WELLSVILLE, KANSAS 66092
PH. 816.616.2558 FAX 1.785.883.2800

December 16, 2020

Attention: Teddy

Re: Bid to Bore New 12" Casing For 6" Water line

Cohorst Enterprises Inc, is pleased to submit the following bid for abandoning in place the existing 6" water line and bore in a new casing pipe and install a new 6" water line at the intersection of 56 Hwy and North Cedar Street as reviewed on site.

Option #1: $ 43,000.00

Includes capping the ends of the existing water line and installing new 6" C-900 main in a 12" casing pipe next to the existing main and connecting both ends back to the main. Does not include any KDOT permits, seeding or sod.

Option #2: $ 32,000.00

Includes capping the ends of the existing water line and installing a new 6" restrained joint C-900 water line by directional drilling. Does not include any KDOT permits, seeding or sodding.

Add $300 per foot for rock bore if rock is encountered.

Accepted:	Bidder:
City of Gardner, Kansas	Cohorst Enterprises Inc.
By:_____	By:_____Jeremy Cohorst____
Title:_____	Title:_____President_____
Date:_____	Date:_____12/16/2020_____

Please call me at 816-616-2558 with any questions.

Thank you,

Jeremy Cohorst

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of Change Order #2 for Prairie Trace Sanitary Sewer Improvements.

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Staff Recommendation:
Consider authorizing the City Administrator to execute Change Order #2 for a materials price increase for the 8" PVC C900 DR25 pipe as part of the Prairie Trace Sanitary Sewer Improvements in the amount of $27,600.

Background/Description of Item:
On January 4, 2021, City Council approved a contract for VF Anderson Builders for $1,062,189.00 for the Prairie Trace Sanitary Sewer Improvements. On May 3, 2021, Change Order No. 1, in the amount of $77,900, was approved by City Council. This change order modified the forcemain from 6" to 8" to increase capacity line from 600 gpm to 1,400 gpm. This capacity increase proactively considers further growth in the area by allowing for future developments to tie into this system without future costs associated with upsizing this line, requirements for additional temporary easements, mobilization costs and/or disruptions to surrounding property owners.

Change Order No. 2 is necessitated by ongoing construction material cost increases. Staff has requested that VF Anderson Builders lock in the additional price of $4.00 per linear foot, and stipulated no further requests for additional costs or fees can be negotiated for the 8" forcemain pipe.

Financial Impact:
The sewer improvements will be financed with G.O. Bonds and debt service payments will come from the Wastewater Fund.

Attachments included:

a. Change Order No. 002

Suggested Motion:
Authorize the City Administrator to execute Change Order #2 for a materials price increase for the Prairie Trace Sanitary Sewer Improvements in the amount of $27,600

City of Gardner
Utilities Department

120 E Main Street, Gardner, Kansas 66030
PH: (913)856-0980

CHANGE ORDER

PROJECT NAME: Prairie Trace Sanitary Sewer Improvements

Change Order No. 002

CONTRACTOR: VF Anderson Builders

Date: 6/8/2021

Project No. ED2001

Reason for change order:
8-inch C900 PVC force main pipe price increase

Description of work:
As part of Change Order No. 1, the original force main pipe size was increased from 6-inch to 8-inch C900 pipe. The amount of increase of the unit price for the force main pipe was $9.82 per lineal foot, for $67,758, plus restocking and casing fees for a total Change Order 1 Amount was $77,900. Due to large degree of uncertainty of PVC pipe market, the price increased before it could be purchased by VF Anderson to $13.82 per lineal foot, or an increase of $4.00 per lineal foot. The total increase in 8-inch C900 cost is $27,600.

Item	Description	Quantity	Units	Unit Price	Amount
1	ADDITIONAL COST FOR 8-INCH PVC C900 DR 25*	6,900	LF.	$4.00	$27,600
					$27,600

NOT VALID UNTIL SIGNED BY THE OWNER, ENGINEER AND CONTRACTOR

Original Contract Total …….....…….	$1,062,189.00
Net change by previously authorized Change Orders……	$77,900
Current Change Order amount ….....	$27,600
New Contract Total including this Change Order …….....…….	$1,167,689.00

The Contract Time will be increased by 0 days

NOTES: This summary does not reflect changes in the Contract, Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

(***Engineer*** Signature)	(Printed Name)	Date:
(***Contractor*** Signature)	(Printed name)	Date:
(***City of Gardner*** Signature)	(Printed Name)	Date:

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 8

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Amino Brothers Co., Inc. for the Waverly Road, US-56 to Fountain St 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 Amino Brothers Co., Inc. for the Waverly Road, US-56 to Fountain St Project in the amount of $2,378,159.45 and authorize the City Administrator to approve construction related Change Orders up to an additional $120,000 (5%).

Background/Description of Item:
Waverly Road is classified as an arterial roadway. It currently is an unimproved two-lane road. Increasing traffic due to development in the area and growth of Gardner/Edgerton High School have created the need to improve the road.

The City originally entered into an agreement with Affinis to provide design services to improve Waverly Road from Santa Fe to Madison. At the direction of the city, Affinis performed the preliminary design of a roundabout at the Waverly and Madison intersection. On September 21, 2020 the City held a public hearing to receive comments from the public regarding the proposed roundabout. At the end of the hearing, it was decided to build a standard intersection instead of a roundabout.

The project is planned to be built in three phases. Phase 1 includes the Madison intersection and widening north to Fountain Street. The contractor is required to complete this phase by August 11, 2021 in order to have this section of road open in time for school openings. Phase 2 is from Santa Fe to Madison, and Phase 3 is from US-56 to Santa Fe. Each phase will require complete closure of the associated section of roadway. The contractor will have 315 calendar days to substantially complete the entire project.

An Invitation to Bid for construction of the project 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 June 16, 2021.

A summary of the bids received is as follows:

Bidder	Total Bid
Amino Brothers	$2,378,159.45
VF Anderson	$2,521,125.00
Miles Excavating	$3,055,476.94
Engineer's Estimate	$3,268,357.00

Amino Brothers was the low bidder. Staff is familiar with this contractor and recommends that the company be awarded the contract. The bid included the base bid (Waverly Rd from Santa Fe to Madison) and three alternates: reconstruction of Waverly from US-56 to Santa Fe, reconstruction of Waverly from Madison to Fountain, and a trail along 175th St from Kill Creek Rd to Waverly. Amino Brothers' total bid was below the established project budget, therefore all three alternates will be included with the project. Staff anticipates issuing a Notice to Proceed on June 29, 2021.

Financial Impact:
Partial funding for this project will be provided by Johnson County through the CARS Program. The County will fund 50% of the eligible construction costs up to a maximum of $1,575,000. The City's share of the costs will be financed with General Obligation Bonds. The Special Highway Fund will make annual transfers to the Debt Service Fund for annual debt service payments.

Attachments included:

- Bid tabulation

Suggested Motion:
Authorize the City Administrator to execute a contract with Amino Brothers Co., Inc. for the Waverly Road, US-56 to Fountain St Project in the amount of $2,378,159.45 and authorize the City Administrator to approve construction related Change Orders up to an additional $120,000 (5%)

WAVERLY ROAD IMPROVEMENTS (US HWY 56 TO FOUNTAIN ST)
GARDNER, KANSAS
CITY PROJ. NO. PW2001, CARS PROJ. NO. 320001302

ITEM NO.	BID ITEM	UNIT	QUANTITY	Engineer's Estimate UNIT PRICE	Engineer's Estimate SUBTOTAL	Amino Brothers UNIT PRICE	Amino Brothers SUBTOTAL	Miles Excavating UNIT PRICE	Miles Excavating SUBTOTAL	VF Anderson UNIT PRICE	VF Anderson SUBTOTAL
	BASE BID – SANTA FE ST TO MADISON ST										
1	Force Account (SET)	Lump Sum	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
2	Mobilization	Lump Sum	1	$150,000.00	$150,000.00	$42,664.00	$42,664.00	$107,459.23	$107,459.23	$40,000.00	$40,000.00
3	Demolition	Lump Sum	1	$100,000.00	$100,000.00	$52,142.00	$52,142.00	$56,736.47	$56,736.47	$121,000.00	$121,000.00
4	Clearing & Grubbing	Lump Sum	1	$25,000.00	$25,000.00	$5,710.00	$5,710.00	$57,451.33	$57,451.33	$43,000.00	$43,000.00
5	Linear Grading	Lin. Ft.	2659	$75.00	$199,425.00	$29.50	$78,440.50	$66.49	$176,796.91	$10.00	$26,590.00
6	Milling (2")	Sq. Yds.	7970	$4.00	$31,880.00	$3.30	$26,301.00	$7.59	$60,492.30	$2.00	$15,940.00
7	Full Depth Pavement Repair (EST)	Sq. Yds.	550	$100.00	$55,000.00	$85.20	$46,860.00	$98.22	$54,021.00	$56.00	$30,800.00
8	Subgrade Stabilization (EST)	Cu. Yds.	300	$60.00	$18,000.00	$56.40	$16,920.00	$65.24	$19,572.00	$60.00	$18,000.00
9	Asphaltic Concrete Intermediate Course (6")	Ton	2,140	$85.00	$181,900.00	$75.95	$162,533.00	$84.19	$180,166.60	$82.00	$175,480.00
10	Asphaltic Concrete Surface Course (2")	Ton	1713	$90.00	$154,170.00	$80.45	$137,810.85	$85.30	$146,118.90	$83.00	$142,179.00
11	Aggregate Base Course (AB-3) (8")	Sq. Yds.	6094	$16.00	$97,504.00	$10.90	$66,424.60	$10.64	$64,840.16	$10.00	$60,940.00
12	Aggregate Base Course (AB-3) (6")	Sq. Yds.	2238	$12.00	$26,856.00	$9.40	$21,037.20	$17.58	$39,344.04	$11.00	$24,618.00
13	Temporary Surfacing (AB-3) (4")	Sq. Yds.	1000	$8.00	$8,000.00	$10.10	$10,100.00	$5.85	$5,850.00	$10.00	$10,000.00
14	Concrete Curb & Gutter (All Types)	Lin. Ft.	615	$40.00	$24,600.00	$32.05	$19,710.75	$44.42	$27,318.30	$34.00	$20,910.00
15	Concrete Shared Use Path (4")	Sq. Yds.	2238	$65.00	$145,470.00	$34.60	$77,434.80	$43.07	$96,390.66	$40.00	$89,520.00
16	Concrete Sidewalk (4")	Sq. Yds.	981	$65.00	$63,765.00	$58.45	$57,339.45	$43.16	$42,339.96	$40.00	$39,240.00
17	Sidewalk Ramp (Type 1)	Each	23	$2,000.00	$46,000.00	$1,518.00	$34,914.00	$1,644.94	$37,833.62	$1,800.00	$41,400.00
18	Sidewalk Curb	Lin. Ft.	220	$30.00	$6,600.00	$32.20	$7,084.00	$38.24	$8,412.80	$18.00	$3,960.00
19	24" Drain Basin w/ Locking Grate	Each	19	$4,500.00	$85,500.00	$2,650.00	$50,350.00	$5,855.87	$111,261.53	$3,500.00	$66,500.00
20	24" Drain Basin w/ Locking Solid Lid	Each	3	$4,500.00	$13,500.00	$2,689.00	$8,067.00	$5,855.87	$17,567.61	$4,200.00	$12,600.00
21	Junction Box (9'x4')	Each	1	$8,500.00	$8,500.00	$8,176.00	$8,176.00	$9,086.73	$9,086.73	$9,000.00	$9,000.00
22	Storm Sewer (12") (HPPP)	Lin. Ft.	2029	$80.00	$162,320.00	$50.10	$101,652.90	$85.01	$172,485.29	$50.00	$101,450.00
23	Storm Sewer (15") (HPPP)	Lin. Ft.	52	$90.00	$4,680.00	$60.05	$3,122.60	$91.31	$4,748.12	$60.00	$3,120.00
24	Storm Sewer (24") (HPPP)	Lin. Ft.	28	$100.00	$2,800.00	$120.00	$3,360.00	$102.80	$2,878.40	$120.00	$3,360.00
25	Storm Sewer (15") (RCP)	Lin. Ft.	194	$135.00	$26,190.00	$85.60	$16,606.40	$92.99	$18,040.06	$85.00	$16,490.00
26	Storm Sewer (76"x48") (RCPHE)	Lin. Ft.	59	$300.00	$17,700.00	$408.00	$24,072.00	$420.95	$24,836.05	$550.00	$32,450.00
27	End Section (15") (RC)	Each	1	$1,250.00	$1,250.00	$834.00	$834.00	$1,522.07	$1,522.07	$1,200.00	$1,200.00
28	Connection to Existing Structure	Each	5	$1,500.00	$7,500.00	$1,780.00	$8,900.00	$2,564.00	$12,820.00	$1,000.00	$5,000.00
29	Riprap (Light Stone) (18")	Sq. Yds.	22	$150.00	$3,300.00	$94.65	$2,082.30	$98.84	$2,174.48	$90.00	$1,980.00
30	KCMMB 5K Concrete (Headwall Modification)	Cu. Yds.	11	$2,000.00	$22,000.00	$1,767.00	$19,437.00	$2,170.35	$23,873.85	$2,200.00	$24,200.00
31	KCMMB 5K Concrete (RCB Extension)	Cu. Yds.	8	$2,000.00	$16,000.00	$2,470.00	$19,760.00	$2,170.35	$17,362.80	$2,000.00	$16,000.00
32	Handrail	Lin. Ft.	24	$200.00	$4,800.00	$286.00	$6,864.00	$276.95	$6,646.80	$300.00	$7,200.00
33	Rebuild Manhole	Each	2	$2,500.00	$5,000.00	$1,257.00	$2,514.00	$3,742.07	$7,484.14	$2,000.00	$4,000.00
34	Adjust Manhole	Each	1	$1,500.00	$1,500.00	$929.00	$929.00	$990.73	$990.73	$1,000.00	$1,000.00
35	Temporary Erosion Control	Lump Sum	1	$25,000.00	$25,000.00	$16,624.00	$16,624.00	$10,585.68	$10,585.68	$11,000.00	$11,000.00
36	Sod	Sq. Yds.	15,040	$7.00	$105,280.00	$6.00	$90,240.00	$5.82	$87,532.80	$6.00	$90,240.00
37	Traffic Control	Lump Sum	1	$15,000.00	$15,000.00	$15,475.00	$15,475.00	$8,308.36	$8,308.36	$14,000.00	$14,000.00
38	Permanent Traffic Control Signing	Lump Sum	1	$15,000.00	$15,000.00	$10,907.00	$10,907.00	$6,258.97	$6,258.97	$6,100.00	$6,100.00
39	Permanent Pavement Marking	Lump Sum	1	$20,000.00	$20,000.00	$23,984.00	$23,984.00	$20,660.12	$20,660.12	$20,200.00	$20,200.00
40	Street Lighting System	Lump Sum	1	$135,000.00	$135,000.00	$155,821.00	$155,821.00	$150,008.01	$150,008.01	$148,000.00	$148,000.00
41	Contractor Construction Staking	Lump Sum	1	$15,000.00	$15,000.00	$13,705.00	$13,705.00	$13,293.38	$13,293.38	$16,000.00	$16,000.00
	BASE BID SUBTOTAL			**$2,096,990.00**		**$1,516,909.35**		**$1,961,570.26**		**$1,564,667.00**	

WAVERLY ROAD IMPROVEMENTS (US HWY 56 TO FOUNTAIN ST)
GARDNER, KANSAS
CITY PROJ. NO. PW2001, CARS PROJ. NO. 320001302

ITEM NO.	BID ITEM	UNIT	QUANTITY	Engineer's Estimate UNIT PRICE	Engineer's Estimate SUBTOTAL	Amino Brothers UNIT PRICE	Amino Brothers SUBTOTAL	Miles Excavating UNIT PRICE	Miles Excavating SUBTOTAL	VF Anderson UNIT PRICE	VF Anderson SUBTOTAL
	ALTERNATE 1 – US HWY 56 TO SANTA FE ST										
42	Demolition	Lump Sum	1	$70,000.00	$70,000.00	$77,203.00	$77,203.00	$69,333.60	$69,333.60	$65,000.00	$65,000.00
43	Clearing & Grubbing	Lump Sum	1	$7,500.00	$7,500.00	$114.00	$114.00	$11,887.05	$11,887.05	$43,000.00	$43,000.00
44	Linear Grading	Lin. Ft.	1,419	$60.00	$85,140.00	$10.15	$14,402.85	$66.49	$94,349.31	$10.00	$14,190.00
45	Subgrade Stabilization (EST)	Cu. Yds.	500	$60.00	$30,000.00	$56.40	$28,200.00	$65.24	$32,620.00	$55.00	$27,500.00
46	Asphaltic Concrete Intermediate Course (6")	Ton	2070	$80.00	$165,600.00	$74.80	$154,836.00	$84.19	$174,273.30	$82.00	$169,740.00
47	Asphaltic Concrete Surface Course (2")	Ton	677	$85.00	$57,545.00	$87.50	$59,237.50	$85.30	$57,748.10	$83.00	$56,191.00
48	Aggregate Base Course (AB-3) (8")	Sq. Yds.	5,731	$16.00	$91,696.00	$10.35	$59,315.85	$11.62	$66,594.22	$10.00	$57,310.00
49	Temporary Surfacing (AB-3) (4")	Sq. Yds.	200	$8.00	$1,600.00	$10.10	$2,020.00	$5.85	$1,170.00	$10.00	$2,000.00
50	Concrete Curb & Gutter (All Types)	Lin. Ft.	125	$40.00	$5,000.00	$35.65	$4,456.25	$44.42	$5,552.50	$34.00	$4,250.00
51	Concrete Driveway (7") (Commercial)	Sq. Yds.	72	$110.00	$7,920.00	$67.00	$4,824.00	$65.98	$4,750.56	$72.00	$5,184.00
52	Temporary Erosion Control	Lump Sum	1	$5,000.00	$5,000.00	$8,103.00	$8,103.00	$5,644.48	$5,644.48	$6,500.00	$6,500.00
53	Sod	Sq. Yds.	741	$7.00	$5,187.00	$6.00	$4,446.00	$5.82	$4,312.62	$6.00	$4,446.00
54	Seeding	Acre	1	$2,000.00	$2,000.00	$6,281.00	$6,281.00	$6,092.80	$6,092.80	$3,000.00	$3,000.00
55	Traffic Control	Lump Sum	1	$7,500.00	$7,500.00	$742.00	$742.00	$5,123.49	$5,123.49	$5,000.00	$5,000.00
56	Permanent Traffic Control Signing	Lump Sum	1	$5,000.00	$5,000.00	$1,371.00	$1,371.00	$2,215.56	$2,215.56	$2,200.00	$2,200.00
57	Permanent Pavement Marking	Lump Sum	1	$7,500.00	$7,500.00	$11,192.00	$11,192.00	$5,522.29	$5,522.29	$5,400.00	$5,400.00
58	Street Lighting System	Lump Sum	1	$45,000.00	$45,000.00	$63,945.00	$63,945.00	$61,559.42	$61,559.42	$62,000.00	$62,000.00
59	Contractor Construction Staking	Lump Sum	1	$5,000.00	$5,000.00	$3,997.00	$3,997.00	$3,877.24	$3,877.24	$8,000.00	$8,000.00
	ALTERNATE 1 SUBTOTAL			**$604,188.00**		**$504,686.45**		**$612,626.54**		**$540,911.00**	
	ALTERNATE 2 – MADISON ST TO FOUNTAIN ST										
60	Demolition	Lump Sum	1	$20,000.00	$20,000.00	$10,256.00	$10,256.00	$21,704.74	$21,704.74	$21,000.00	$21,000.00
61	Clearing & Grubbing	Lump Sum	1	$5,000.00	$5,000.00	$2,284.00	$2,284.00	$11,528.00	$11,528.00	$16,000.00	$16,000.00
62	Linear Grading	Lin. Ft.	766	$75.00	$57,450.00	$13.95	$10,685.70	$66.49	$50,931.34	$10.00	$7,660.00
63	Milling (2")	Sq. Yds.	1102	$4.00	$4,408.00	$3.10	$3,416.20	$7.59	$8,364.18	$10.00	$11,020.00
64	Full Depth Pavement Repair (EST)	Sq. Yds.	50	$100.00	$5,000.00	$116.00	$5,800.00	$145.19	$7,259.50	$189.00	$9,450.00
65	Subgrade Stabilization (EST)	Cu. Yds.	50	$60.00	$3,000.00	$81.20	$4,060.00	$65.24	$3,262.00	$60.00	$3,000.00
66	Asphaltic Concrete Intermediate Course (6")	Ton	286	$85.00	$24,310.00	$93.00	$26,598.00	$116.32	$33,267.52	$103.00	$29,458.00
67	Asphaltic Concrete Surface Course (2")	Ton	230	$90.00	$20,700.00	$113.00	$25,990.00	$121.86	$28,027.80	$103.00	$23,690.00
68	Aggregate Base Course (AB-3) (8")	Sq. Yds.	844	$16.00	$13,504.00	$11.95	$10,085.80	$10.64	$8,980.16	$11.00	$9,284.00
69	Temporary Surfacing (AB-3) (4")	Sq. Yds.	100	$8.00	$800.00	$10.10	$1,010.00	$8.80	$880.00	$10.00	$1,000.00
70	Concrete Curb & Gutter (All Types)	Lin. Ft.	156	$40.00	$6,240.00	$35.75	$5,577.00	$44.42	$6,929.52	$34.00	$5,304.00
71	Concrete Sidewalk (4")	Sq. Yds.	243	$65.00	$15,795.00	$54.40	$13,219.20	$43.65	$10,606.95	$40.00	$9,720.00
72	Sidewalk Ramp (Commercial)	Each	2	$1,500.00	$3,000.00	$1,483.00	$2,966.00	$1,516.02	$3,032.04	$1,600.00	$3,200.00
73	Concrete Driveway (7") (Commercial)	Sq. Yds.	135	$110.00	$14,850.00	$67.25	$9,078.75	$65.98	$8,907.30	$72.00	$9,720.00
74	24" Drain Basin w/ Locking Grate	Each	1	$4,500.00	$4,500.00	$2,650.00	$2,650.00	$5,855.87	$5,855.87	$3,500.00	$3,500.00
75	Storm Sewer (12") (HPPP)	Lin. Ft.	52	$80.00	$4,160.00	$50.80	$2,641.60	$87.44	$4,546.88	$60.00	$3,120.00
76	Connection to Existing Structure	Each	1	$1,500.00	$1,500.00	$1,780.00	$1,780.00	$2,564.00	$2,564.00	$1,000.00	$1,000.00
77	Temporary Erosion Control	Lump Sum	1	$2,500.00	$2,500.00	$3,932.00	$3,932.00	$3,259.81	$3,259.81	$3,800.00	$3,800.00
78	Sod	Sq. Yds.	1,772	$7.00	$12,404.00	$6.00	$10,632.00	$5.82	$10,313.04	$6.00	$10,632.00
79	Traffic Control	Lump Sum	1	$10,000.00	$10,000.00	$1,142.00	$1,142.00	$6,757.47	$6,757.47	$6,600.00	$6,600.00

WAVERLY ROAD IMPROVEMENTS (US HWY 56 TO FOUNTAIN ST)
GARDNER, KANSAS
CITY PROJ. NO. PW2001, CARS PROJ. NO. 320001302

				Engineer's Estimate		Amino Brothers		Miles Excavating		VF Anderson	
ITEM NO.	BID ITEM	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
80	Permanent Traffic Control Signing	Lump Sum	1	$3,000.00	$3,000.00	$685.00	$685.00	$1,440.12	$1,440.12	$7,400.00	$7,400.00
81	Permanent Pavement Marking	Lump Sum	1	$5,000.00	$5,000.00	$7,252.00	$7,252.00	$3,323.34	$3,323.34	$3,300.00	$3,300.00
82	Street Lighting System	Lump Sum	1	$20,000.00	$20,000.00	$21,096.00	$21,096.00	$20,308.96	$20,308.96	$30,500.00	$30,500.00
83	Contractor Construction Staking	Lump Sum	1	$3,000.00	$3,000.00	$2,284.00	$2,284.00	$2,215.56	$2,215.56	$4,320.00	$4,320.00
	ALTERNATE 2 SUBTOTAL			**$260,121.00**		**$185,121.25**		**$264,266.10**		**$233,678.00**	

WAVERLY ROAD IMPROVEMENTS (US HWY 56 TO FOUNTAIN ST)
GARDNER, KANSAS
CITY PROJ. NO. PW2001, CARS PROJ. NO. 320001302

				Engineer's Estimate		Amino Brothers		Miles Excavating		VF Anderson	
ITEM NO.	**BID ITEM**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**SUBTOTAL**	**UNIT PRICE**	**SUBTOTAL**	**UNIT PRICE**	**SUBTOTAL**	**UNIT PRICE**	**SUBTOTAL**
	ALTERNATE 3 – 175TH STREET TRAIL EXTENSION										
84	Demolition	Lump Sum	1	$10,000.00	$10,000.00	$689.00	$689.00	$12,989.48	$12,989.48	$11,000.00	$11,000.00
85	Clearing & Grubbing	Lump Sum	1	$5,000.00	$5,000.00	$114.00	$114.00	$8,918.48	$8,918.48	$8,000.00	$8,000.00
86	Linear Grading (Trail)	Lin. Ft.	1,910	$30.00	$57,300.00	$8.40	$16,044.00	$21.93	$41,886.30	$6.00	$11,460.00
87	Aggregate Base Course (AB-3) (6")	Sq. Yds.	1,811	$12.00	$21,732.00	$16.55	$29,972.05	$17.58	$31,837.38	$10.00	$18,110.00
88	Concrete Curb & Gutter (All Types)	Lin. Ft.	120	$50.00	$6,000.00	$32.05	$3,846.00	$44.42	$5,330.40	$34.00	$4,080.00
89	Concrete Shared Use Path (4")	Sq. Yds.	1811	$75.00	$135,825.00	$34.45	$62,388.95	$34.13	$61,809.43	$40.00	$72,440.00
90	Concrete Sidewalk (4")	Sq. Yds.	37	$75.00	$2,775.00	$61.10	$2,260.70	$47.28	$1,749.36	$40.00	$1,480.00
91	Sidewalk Ramp (Type 1)	Each	6	$2,000.00	$12,000.00	$2,152.00	$12,912.00	$1,822.50	$10,935.00	$1,800.00	$10,800.00
92	Concrete Driveway (7") (Commercial)	Sq. Yds.	151	$110.00	$16,610.00	$66.70	$10,071.70	$65.98	$9,962.98	$72.00	$10,872.00
93	Temporary Erosion Control	Lump Sum	1	$7,500.00	$7,500.00	$5,732.00	$5,732.00	$5,005.51	$5,005.51	$5,000.00	$5,000.00
94	Sod	Sq. Yds.	4,188	$7.00	$29,316.00	$6.00	$25,128.00	$5.82	$24,374.16	$6.00	$25,128.00
95	Contractor Construction Staking	Lump Sum	1	$3,000.00	$3,000.00	$2,284.00	$2,284.00	$2,215.56	$2,215.56	$3,500.00	$3,500.00
	ALTERNATE 3 SUBTOTAL			**$307,058.00**		**$171,442.40**		**$217,014.04**		**$181,870.00**	

	BASE BID SUBTOTAL	$2,096,990.00	$1,516,909.35	$1,961,570.26	$1,564,667.00
	ALTERNATE 1 SUBTOTAL	$604,188.00	$504,686.45	$612,626.54	$540,911.00
	ALTERNATE 2 SUBTOTAL	$260,121.00	$185,121.25	$264,266.10	$233,678.00
	ALTERNATE 3 SUBTOTAL	$307,058.00	$171,442.40	$217,014.04	$181,870.00
	TOTAL - WAVERLY ROAD IMPROVEMENTS	$3,268,357.00	$2,378,159.45	$3,055,476.94	$2,521,126.00

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 9

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program

Strategic Priority: Infrastructure and Asset Management

Department: Utility Department – Electric Division

Staff Recommendation:
Staff recommends authorizing the execution of a five-year contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program in the amount of $55,000 per year.

Background/Description of Item:
The Gardner Electric Staff places a very strong emphasis on safety and service reliability. This commitment is the basis for the utility's annual Tree Trimming Program. The program's goal is to maintain an 8-10 foot distance from the electric line to produce a clear and open right-of-way to prevent damage to the electric distribution lines and to prevent outages.

In previous years, the Tree Trimming Program was a one-year contract, with an annual renewal option for up to three additional years. For efficiency purposes, staff has elected to bid the 2021-2025 contract as a five-year contract. It should be noted that the contractor is required to notify staff regarding cost increases due to inflation on an annual basis. Should staff determine the reported inflation increase is unacceptable, they will have the ability to rebid the contract at its discretion.

Staff issued an Invitation for Bid for the 2021-2025 Electric Line Clearance Tree Trimming Program. The invitation was published in *The Legal Record* and on the City's website. It was also picked up by multiple plan rooms. A total of seven (7) companies requested the bid documents, but only one (1) company submitted a bid, which was opened on May 7, 2021.

Asplundh Tree Expert, LLC, submitted a bid for the 2021-2025 Electric Line Clearance Tree Trimming Program: Below is the bid price for 2021.

Description	Unit	Quantity	Daily Price
Tree Trimming	Time & Material	3 Person Manual w/chipper Daily	$884.64
Tree Trimming	Time & Material	2 Person Bucket w/chipper Daily	$1,175.36

Financial Impact:
The 2021 Budget includes $55,000.00 in the Electric Distribution Outsourced Services budget for the Tree Trimming Program.

Attachments included:

a. Asplundh Tree Expert, LLC Bid Form
b. Tree Trimming Map
c. Agreement
d. UAC Minutes Excerpt

Suggested Motion:

Authorize the City Administrator to execute a five-year contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program in the amount of $55,000 per year.

GARDNER

BID FORM

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bid Tabulation -

Description	Unit	Quantity	8 Hr. Daily Price
Tree Trimming	Time & Material	3 Person Manual W/Chipper Daily	884.64 Eight hundred eighty-four dollars and sixty-four cents
Tree Trimming	Time & Material	2 Person Bucket W/Chipper Daily	1175.36 One thousand one hundred seventy-five dollars and thirty-six cents

Authorized Signature: Edward D Bradshaw Date: May 6th 2021

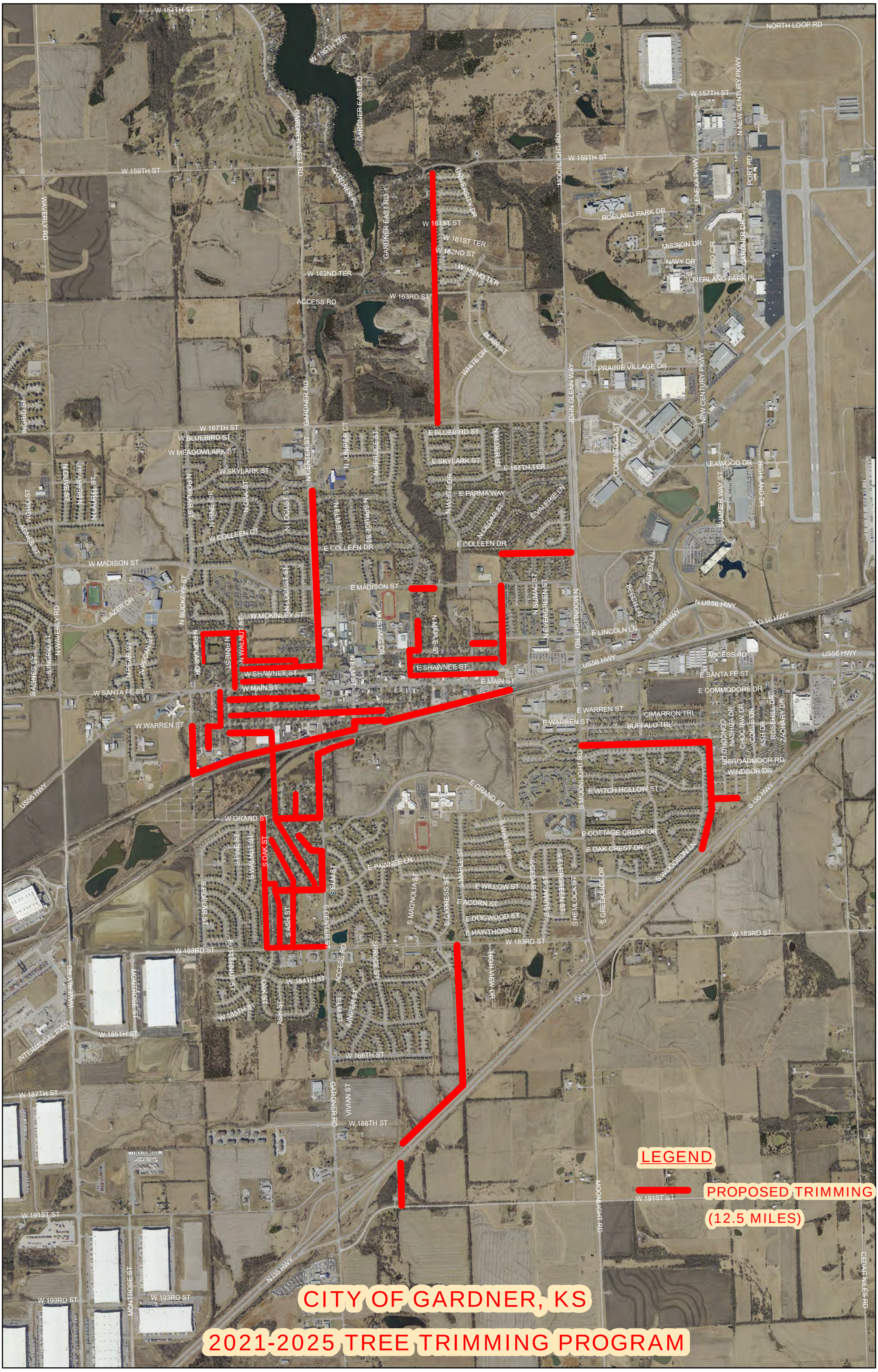
Name and Title: Edward D Bradshaw Vice-President

Subscribed and sworn to before me this 6th day of May, 2021 by Johna Snethen

(Signature of Notary Public) (seal, if any)

My commission expires: 4/17/23

JOHNA SNETHEN
Notary Public, State of Kansas
My Appointment Expires
4/17/23


CITY OF GARDNER, KS
2021-2025 TREE TRIMMING PROGRAM
LEGEND
PROPOSED TRIMMING
(12.5 MILES)
W 154TH ST
W 155TH TER
GARDNER EAST RD
GARDNER WEST RD
GARDNER PL
W 159TH ST
WAVERLY RD
UNIVERSITY DR
W 161ST ST
W 161ST TER
W 162ND ST
W 162ND TER
W 163RD ST
ACCESS RD
BLAIR ST
WHITE DR
MOONLIGHT RD
W 157TH ST
NORTH LOOP RD
N NEW CENTURY PKWY
LENEXA PKWY
PORT RD
ROELAND PARK DR
MISSION DR
NAVY DR
TORO CIR
GARDNER DR
OVERLAND PARK PL
PRAIRIE VILLAGE DR
JOHN GLENN WAY
NEW CENTURY PKWY
W 167TH ST
W BLUEBIRD ST
W MEADOWLARK ST
GARDNER RD
E BLUEBIRD ST
E SKYLARK ST
E 167TH TER
CONESTOGA ST
LEAWOOD DR
HIGHLAND DR
W SKYLARK ST
E PARMA WAY
E VALERIE LN
SUMNER WAY ST
INGRID ST
AGNES ST
W COLLEEN CT
E COLLEEN DR
W MADISON ST
E MADISON ST
BLAZER DR
W MCKINLEY ST
ASPEN LN
BEECH LN
N US56 HWY
OLD 56 HWY
S US56 HWY
E LINCOLN LN
US56 HWY
ACCESS RD
E SHAWNEE ST
W SHAWNEE ST
W MAIN ST
E MAIN ST
E SANTA FE ST
W SANTA FE ST
E COMMODORE DR
W WARREN ST
E WARREN ST
CIMARRON TRL
BUFFALO TRL
NASHUA DR
CHOCTAW DR
COBLE DR
ASH DR
ROSEHILL DR
ZACHARY DR
CONCORD DR
BROADMOOR RD
WINDSOR DR
E GRAND ST
E WITCH HOLLOW ST
S I35 HWY
W GRAND ST
E COTTAGE CREEK DR
E OAK CREST DR
S WOODSON LN
E PAWNEE LN
E WILLOW ST
E ACORN ST
E DOGWOOD ST
E HAWTHORN ST
W 183RD ST
W 184TH ST
W 185TH ST
INTERMODAL PKWY
W 186TH ST
W 187TH ST
W 188TH ST
W 191ST ST
W 193RD ST
N 135 HWY
CEDAR NILES RD

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this day of_____, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and Asplundh Tree Expert, LLC [hereinafter referred to as "Contractor"].

RECITALS

WHEREAS, the City desires to award a service contract for the 2021-2025 Electric Line Clearance Tree Trimming Program.

WHEREAS, in the judgement of the City of Gardner, it is necessary and desirable to employ the work of a Contractor for the 2021-2025 Electric Line Clearance Tree Trimming Program.

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

AGREEMENT

1.0 Purpose.
Contractor will provide a service contract for the 2021-2025 Electric Line Clearance Tree Trimming Program, as requested by City and as outlined in Contractor's response to said Bid. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2.0 Term of Agreement.
The term of this Agreement shall be from June 1, 2021 to December 30, 2025, unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.
City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Contractor to provide acceptable services or if City determines that services 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 Contractor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services or the City may complete the work in-house.

4.1 Compensation and Prices.
4.2 City agrees to pay and Contractor agrees to accept as compensation for the services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Contractor has

agreed to provide to City, along with the listed services. The fees indicated within said table shall include all of Contractor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

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

4.4 All invoices should be sent to Bruce Baldwin.

4.5 Compensation table, Contractor to invoice the City for the following item(s) when described:

1. Total $_____within Net 30-day payment terms
2. Taxes, freight, and prepaid insurance, if applicable, to be added to invoice.

5.0 Cash Basis and Budget Laws.

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

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim. Contractor shall not be liable for any claims, damages or loses caused by the negligent acts, errors, or omissions of the City.

7.0

Insurance.

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

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

- ☐ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate (If the contactor will be making on-site delivery); and

- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles (If the contractor will be making on-site delivery); and

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

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

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

AND

3) Carries at least a Class X financial rating.

OR

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

8.0 Conflict of Interest.

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

9.0 Nondiscrimination.

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

and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

10.0 Facilities and Equipment.

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

11.0 Accessibility.

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

12.1 Records, Ownership and Inspection.

12.2 Ownership of Documents.

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

12.3 Open Records.

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

13.0 Independent Contractor.

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

14.0 Compliance with Laws.

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

15.0 Assignment.

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

16.0 Confidentiality.

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

17.0 Notices.

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

To City: Bruce Baldwin
1450 E. Santa Fe Street
Gardner, Kansas 66030

To Contractor: _____
_____
_____

18.1 Amendments.

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

18.3 This document may be amended only by written instrument, signed by both City and Contractor.

19.0 No Third Party Beneficiaries.

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

20.0 Force Majeure.

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

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

21.0 Titles.

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

22.0 Negotiations.

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

23.0 Costs and Attorneys Fees.

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

24.0 Severability.

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

25.0 Authority to Enter into Agreement.

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

26.0 Incorporation of Appendices.

27.0 Entire Agreement.

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

28.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of_____, 2021

CITY OF GARDNER, KANSAS

_____
(Mayor/City Administrator)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

CONTRACTOR

_____
Edward D. Bradshaw, Vice President
Asplundh Tree Expert LLC

RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2021-13
June 3, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on June 3, 2021, at City Hall. Present were Chairperson Kristina Harrison, Vice-Chairperson Jake Wells, Commissioner Gary Williams, Commissioner Barbara Coleman, Utilities Department Director Gonzalo Garcia, Staff Engineer Ric Gere and Administrative Assistant Erin Groh. Commissioner Bryce Augustine was not in attendance.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairperson Kristina Harrison.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **Standing approval of the minutes as written for the May 6, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Coleman, seconded by Vice-Chair Wells, to approve the Consent Agenda.

Motion carried 4-0 Aye

NEW BUSINESS

1. **Consider a recommendation to the City to award a five year service contract to Asplundh Tree Expert, LLC in an amount not to exceed $55,000.00 per year, for five years for the 2021-2025 Electric Line Clearance Tree Trimming Program.**

Director Garcia presented the staff report. Beginning in 2010, the city implemented a tree trimming program. This was due to having several outages due to tree limbs. During the past few years, the city has had a four year contract for tree trimming so in order to make it a little more efficient, staff would like to make it a five year contract. Seven companies requested bid documents after an Invitation to Bid was posted and only one company submitted a bid, which was Asplundh. The city has had a contract with Asplundh for the past eight years or so. The area that is trimmed around town rotates every year.

Motion by Commissioner Coleman, seconded by Vice-Chair Wells, to forward the recommendation to the City Council to award a five year service contract to Asplundh Tree Expert, LLC in an amount not to exceed $55,000.00 per year, for five years for the 2021-2025 Electric Line Clearance Tree Trimming Program.

Motion carried 4-0 Aye

2. **Consider a recommendation to the City Council to award a contract for the 2021 Cured in Place Pipe (CIPP) Rehabilitation project for the amount of $399,516.50.**

Director Garcia presented the staff report. After an I&I (Inflow & Infiltration) study, it was determined that currently the most issues are on the public side and not many on the private side. In order to address the public issues (from cracks, fractures, offsets, broken sections in pipe), staff did an Invitation for Bids for Cured in Place Pipe in which you can coat or line the interior of the pipe, instead of having to dig the pipe

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 10

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORK DIRECTOR

Agenda Item: Consider authorizing the execution of a Change Order with Phoenix Concrete LLC. for the 2021 Pavement Management Program (PMP) – Concrete 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 Change Order No. 1 with Phoenix Concrete LLC. for the 2021 PMP – Concrete project in an amount not to exceed $76,763.58.

Background/Description of Item:

On May 17, 2021, City Council authorized a contract with Phoenix Concrete LLC. for the 2021 PMP – Concrete project. The total budget for the 2021 PMP was $500,000. The original bids came in significantly lower below than the total PMP budget. This change order will add additional work areas to the contract and address certain ADA issues on Sycamore Street.

Financial Impact:

The annual budget for the pavement management program is $500,000. Including this change order, the total amount being spent in 2021 is $437,709.49. The 2021 PMP shall be paid from the Infrastructure Special Sales Tax Fund.

Attachments Included:

- Change Order

Suggested Motion:

Authorize the City Administrator to execute Change Order No. 1 with Phoenix Concrete LLC. for the 2021 PMP - Concrete project in an amount not to exceed $76,763.58.

PHOENIX CONCRETE LLC.

15452 S. Keeler St. Olathe KS. 66062

Customer:
Seth Gotchery
City of Gardner

Change Order #: 1
Revision #:
Revision Date:

Phone Number:
913-390-1700
Fax Number:
913-390-1701

Project:	*Location:*	*CO Date:*	*Plan Date*
2021 PMP Concrete Add On Work	Gardner, KS.	5/26/21	NA

Item #:	*Description:*	*Unit Type:*	*Units:*	*Unit Cost:*	*Total:*
1	Curb & Gutter Remove and Replace	LF	2,330.00	$ 26.84	$ 62,537.20
2	Sidewalk 4" Remove and Replace	SF	752.00	$ 9.94	$ 7,474.88
3	Driveway 8" Remove and Replace	SF	417.00	$ 13.20	$ 5,504.40
4	Curb & Gutter Remove and Replace at Entrance	LF	30.00	$ 41.57	$ 1,247.10
				Total Proposal:	$ 76,763.58

EXCLUSIONS:

-
-

INCLUSIONS/STIPULATIONS:

-
-
-

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmans compensation insurance.

Authorized Signature: _____
(Phoenix Concrete LLC)

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. to perform work as specified. Payment will be made as outlined above.

Signature: _____ **Date:** _____
(Customer)

THANK YOU FOR YOUR BUSINESS!

COUNCIL ACTION FORM PLANNING CONSENT AGENDA NO. 1

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: ROBERT CASE, PLANNER

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Aspen Creek V

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

Department: Community Development

Planning Commission Action/Recommendation:
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. Prior to recording of the final plat, excise tax shall be paid to the City; and
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

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

Staff Recommendation:
Staff recommended approval of the final plat for Aspen Creek V with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:
The site is approximately 16 acres of land located at the east terminus of Canton Street approximately 525' south of 183rd Street. It has never been platted and is undeveloped. The property was part of a 158 acre annexation presented to the Council on April 1, 1996 and rezoned to R-1 Single-family District on June 17, 1996. A portion of the property was rezoned from R-2 Two-family District to R-1 Single-family District on April 19, 2021. All infrastructure is available to the site and sidewalks will be extended on both sides of the roads within this development.

The Planning Commission considered this final plat at their May 24, 2021 meeting and voted 5-0 with one abstention to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

Financial Impact:
Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying

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

Attachments included:

- Planning Commission packet

Suggested Motion:

Accept the dedication of right-of-way and easements on the final plat for Aspen Creek V (FP-20-12)

PLANNING COMMISSION STAFF REPORT **REGULAR AGENDA NO. 6A**
MEETING DATE: MAY 24, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: FP-20-12: Final Plat of Aspen Creek V

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

APPLICATION INFORMATION
Applicant: Phelps Engineering, Inc. (Judd D. Clauseen, P.E.)
Owner: Aspen Creek, LLC (Gregory D. Prieb II)
Parcel ID: CF221436-1005
Location: At the terminus of Canton Street approximately 525' south of 183rd Street.

REQUESTED ACTION
The applicant is requesting approval of a 16 acre, 56 lot single-family residential subdivision.

EXISTING ZONING AND LAND USE
R-1 Single-Family Residential.

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, and RN1 (Residential Neighborhood 1) Johnson County	Vacant land and large lot Single-family homes located in the County
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
Currently the subject property is not platted and undeveloped. The property is bound on the north by Canton Street and 184th Terrace and on the east by 185th Street. It will be accessed through the extension of these roadways. All utilities are available to this site.

LOCATION MAP

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 *City of Gardner 2014 Comprehensive Plan* identifies this parcel for low-density residential future land use, described as "areas primarily consist of detached single family and duplex housing. The plat is consistent with the comprehensive plan.

STAFF ANALYSIS-FINAL PLAT REVIEW CRITERIA

17.03.020 (E.1) Review Criteria:

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

Staff Comment: *The final plat is in substantial compliance with the approved preliminary plat. The lots meet the minimum dimensional standards as do the streets. Utility easements have been provided along the street side and rear of the properties.*

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

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

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

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

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

Staff Comment: *There are no deviations requested from the preliminary plat.*

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

Staff Comment: *Staff finds that the final plat for Aspen Creek V is consistent with the preliminary plat and meets the standards of the Land Development Code.*

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. The subject property has never been a part of a final plat and is therefore subject to paying excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication. This final plat does not have any special dedications and is required to pay excise tax.

ATTACHMENTS

I. Plat document
II. Street tree plan

RECOMMENDATION

Staff recommends approval of the final plat for Aspen Creek V with the following conditions:

1. Prior to recording of the final plat, excise tax shall be paid to the City; and
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

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

Recommended Motion:

After review of case FP-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:

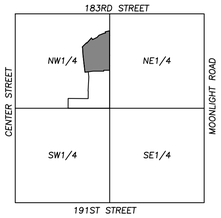
1. Prior to recording of the final plat, excise tax shall be paid to the City; and
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.

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

FINAL PLAT OF

ASPEN CREEK V

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



VICINITY MAP
SEC. 36–14–22

SCALE: 1"=2000'

SCALE: 1"=60'

0' 60' 120'

BEARING BASIS: RECORDED PLAT OF "MEADOWS OF ASPEN CREEK"

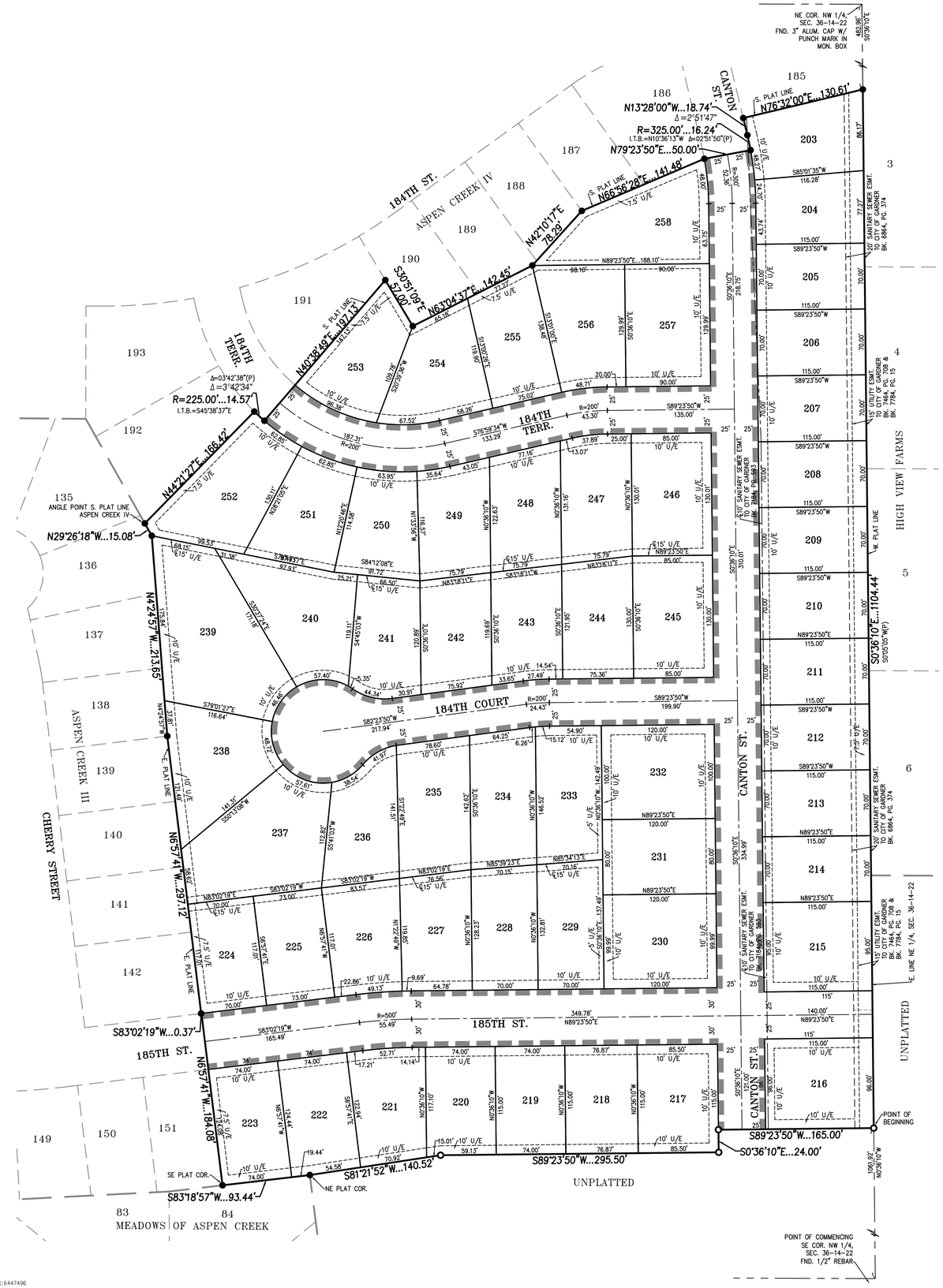
LEGEND

- ○ DENOTES SET 1/2"x24" REBAR W/PHELPS CORP. CLS-82 PLASTIC CAP
- ● DENOTES FOUND 1/2" REBAR W/CLS 93 PLASTIC CAP, UNLESS OTHERWISE NOTED (ORIGIN UNKNOWN UNLESS DESCRIBED)
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE
- DENOTES SIDEWALK

AREAS

PARCEL	AREA (S.F.)	AREA (AC.)
203	9297.56	0.2134
204	8388.88	0.1926
205	8050.19	0.1848
206	8050.19	0.1848
207	8050.19	0.1848
208	8050.19	0.1848
209	8050.19	0.1848
210	8050.19	0.1848
211	8050.19	0.1848
212	8050.19	0.1848
213	8050.19	0.1848
214	8050.19	0.1848
215	10925.26	0.2508
216	11040.27	0.2534
217	9832.18	0.2257
218	8839.61	0.2029
219	8510.00	0.1954
220	8525.59	0.1957
221	9351.71	0.2147
222	9170.96	0.2105
223	9195.17	0.2111
224	8190.70	0.1880
225	8541.73	0.1961
226	9146.94	0.2100
227	9338.04	0.2144
228	9136.52	0.2097
229	9460.60	0.2172
230	11998.25	0.2754
231	9600.00	0.2204
232	12000.00	0.2755
233	10135.09	0.2327
234	10123.58	0.2324
235	10954.55	0.2515
236	9517.62	0.2185
237	15877.79	0.3645
238	11810.17	0.2711
239	19005.51	0.4363
240	12791.91	0.2937
241	9075.14	0.2083
242	9064.70	0.2081
243	9027.46	0.2072
244	9493.31	0.2179
245	11049.64	0.2537
246	11050.28	0.2537
247	9979.15	0.2291
248	9562.51	0.2195
249	9062.77	0.2081
250	8819.57	0.2025
251	9554.01	0.2193
252	12660.15	0.2906
253	9605.81	0.2205
254	10374.74	0.2382
255	9691.26	0.2225
256	10979.94	0.2521
257	11699.06	0.2686
258	12974.41	0.2979
PLAT	696878.16	15.9981
ROW	141946.10	3.2586

56 LOTS



FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0120G, AND DATED AUGUST 3, 2009.

NOTE:
STREET TYPE FOR 184TH TERRACE, 184TH COURT & CANTON STREET IS LOCAL STANDARD.
STREET TYPE FOR 185TH STREET IS COLLECTOR STANDARD.

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 S 0°36'10" E, a distance of 24.00 feet; thence S 89°23'50" W, a distance of 295.50 feet; thence S 81°21'52" W, a distance of 140.52 feet to the Northeast plat corner of MEADOWS OF ASPEN CREEK, a platted subdivision of land in the City of Gardner, Johnson County, Kansas; thence S 83°18'57" W, along the North plat line of said MEADOWS OF ASPEN CREEK, a distance of 93.44 feet to the Southeast plat corner of ASPEN CREEK III, a platted subdivision of land in the City of Gardner, Johnson County, Kansas; thence along the Easterly plat line of said ASPEN CREEK III, for the following five (5) courses; thence N 6°57'41" W, a distance of 184.08 feet; thence S 83°02'19" W, a distance of 0.37 feet; thence N 6°57'41" W, a distance of 297.12 feet; thence N 4°24'57" W, a distance of 213.65 feet; thence N 29°26'18" W, a distance of 15.08 feet to an angle point on the Southerly plat line of ASPEN CREEK IV, a platted subdivision of land in the City of Gardner, Johnson County, Kansas; thence along the Southerly plat line of said ASPEN CREEK IV, for the following eleven (11) courses; thence N 44°21'27" E, a distance of 166.42 feet; thence Southeasterly on a curve to the left, said curve having an initial tangent bearing of S 45°38'37" E and a radius of 225.00 feet, an arc distance of 14.57 feet; thence N 40°38'49" E, a distance of 197.13 feet; thence S 30°51'09" E, a distance of 57.00 feet; thence N 63°04'37" E, a distance of 142.45 feet; thence N 42°10'17" E, a distance of 78.29 feet; thence N 66°56'28" E, a distance of 141.48 feet; thence N 79°23'50" E, a distance of 50.00 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 10°36'13" W and a radius of 325.00 feet, an arc distance of 16.24 feet; thence N 13°28'00" W, a distance of 18.74 feet; thence N 76°32'00" E, a distance of 130.61 feet to the Southeast plat corner of said ASPEN CREEK IV, said point also being on the West plat line of HIGH VIEW FARMS, a platted subdivision of land in Johnson County, Kansas, said point also being on the East line of the Northwest Quarter of said Section 36; thence S 0°36'10" E, along the West plat line of said HIGH VIEW FARMS and the East line of the Northwest Quarter of said Section 36, a distance of 1104.44 feet to the point of beginning, containing 15.9981 acres, more or less, of unplatted land.

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

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

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

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

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of surface drainage facilities and similar facilities, upon, over and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the City of Gardner, Johnson County, Kansas or their assigns.

CONSENT TO LEVY

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

EXECUTION

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

Aspen Creek L.L.C.

By: _____
Gregory D. Prieb II, Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

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

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

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

_____
Chairman: Scott Boden

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

_____ _____ Attest_____
Mayor: Steve Shute City Clerk: Sharon Rose

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

THOMAS DWAYNE PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

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

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

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING–2007001128
ENGINEERING–2007005058

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

Error Closure: 0.000550' North: -0.0005249' East: 0.0001628' Perimeter: 3546.128' Precision 1:6447496

TREE PLANTING NOTES:
1) DO NOT HEAVILY PRUNE THE TREE, PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN

2) MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE

3) SET TOP OF ROOT BALL 1-2 INCHES HIGHER THAN SURROUNDING GRADE

4) APPLY 4"THK WOOD MULCH, DO NOT PLACE MULCH IN DIRECT CONTACT w/ TREE TRUNK

5) EACH TREE MUST BE PLANTED SUCH THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL w/ SOIL

6) REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL (REMOVE WIRE BASKETS)

7) PLACE ALL ROOT BALLS ON UN-EXCAVATED OR TAMPED SOIL, TYP

STAKING REQUIREMENTS:
1) WIRE / CABLE SHALL BE GALV, 12-GAUGE

2) TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING, ALLOW FOR SOME TRUNK MOVEMENT PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOMMODATE 1½" OF GROWTH

3) STAKES SHALL BE 2"x 2" HARDWOOD OR EQUAL

PERENNIAL PLANTING NOTES:
1) APPLY 2"THK BED OF MULCH ON PERENNIAL PLANT BED, DO NOT COVER PLANTS

2) THOROUGHLY MIX PEAT IN TOP 3-4" OF SOIL

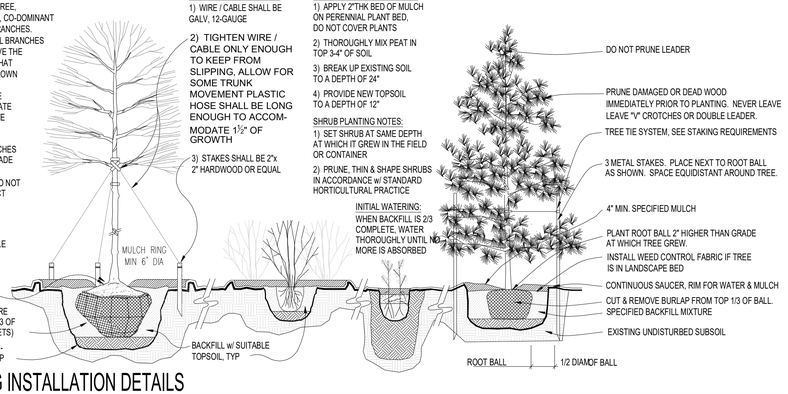
3) BREAK UP EXISTING SOIL TO A DEPTH OF 24"

4) PROVIDE NEW TOPSOIL TO A DEPTH OF 12"

SHRUB PLANTING NOTES:
1) SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER

2) PRUNE, THIN & SHAPE SHRUBS IN ACCORDANCE w/ STANDARD HORTICULTURAL PRACTICE

INITIAL WATERING:
WHEN BACKFILL IS 2/3 COMPLETE, WATER THOROUGHLY UNTIL NO MORE IS ABSORBED



1 PLANTING INSTALLATION DETAILS
SCALE: NTS

Landscape Schedule

Symbol	Qty.	%	Botanical Name	Common Name	Min.Root	Min.Size	Caliper	Remarks
OVERSTORY TREES								
	18	18	Platanus x acerifolia	London Plane Tree			2"	6' min. clear., ground to canopy
	14	14	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple			2"	6' min. clear., ground to canopy
	18	18	Quercus rubra	Northern Red Oak			2"	6' min. clear., ground to canopy
	14	14	Gleditsia triacanthas 'Skyline'	Shademaster Honeylocust			2"	6' min. clear., ground to canopy
	20	20	Nyssa sylvatica	Black Tupelo			2"	6' min. clear., ground to canopy
	16	16	Acer x truncatum 'Warrenred'	Pacific Sunset Maple			2"	6' min. clear., ground to canopy
	100	100	TOTAL SHADE TREES ON SITE					

Planting Notes

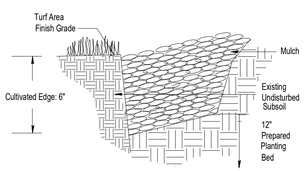
1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

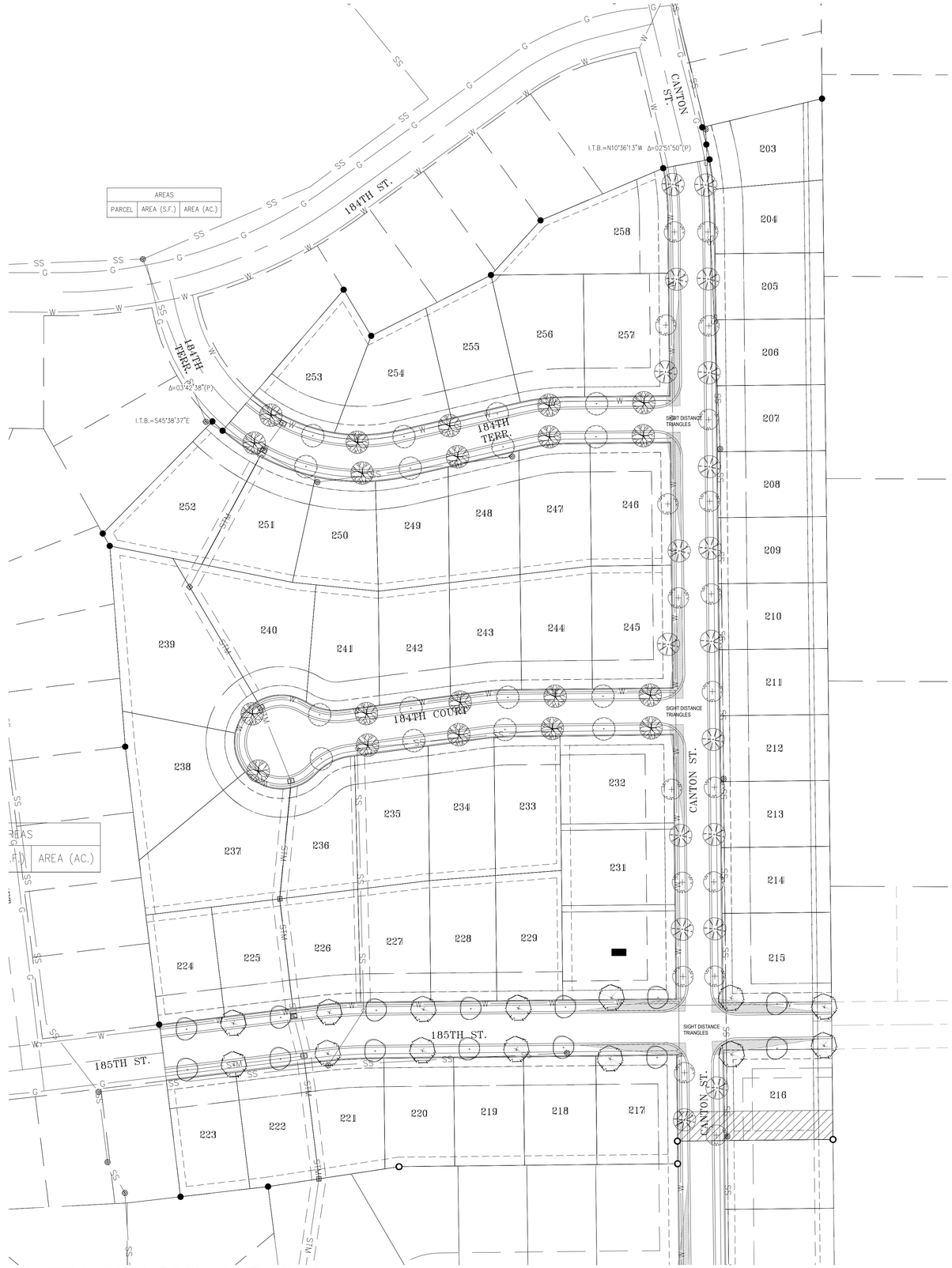
Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Landscape Calculations

Street Trees: One tree per 40-60 feet of public or private street frontage, with at least 3 genus and at least 5 species.
REQUIREMENT MET.



2 CULTIVATED EDGE DETAIL
SCALE: NTS



3 LANDSCAPE PLAN - 5TH PLAT
SCALE: 1"=60'-0"

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED KANSAS LANDSCAPE ARCHITECT

CLIENT
Prieb Development
651 N Somerset Terrace,
Olathe, KS 66062

PROJECT
Aspen Creek
5th Plat
186th and Canton St.
Gardner, KS

SCALE: 1"=60'
NORTH
0 60 120 180

Date: 12.15.2020
Project #: 669
Landscape Plan

L1

PLANNING COMMISSION MEETING MINUTES
City of Gardner, Kansas
Council Chambers
May 24, 2021
7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:03 p.m. on Monday May 24, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ham
Commissioner Meder
Commissioner McNeer
Commissioner Cooper
Commissioner Jueneman (joined meeting at 7:19 p.m.)

Staff members present:
Robert Case, Principal Planner
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney (joined meeting 7:12 p.m.)
Matthew Wolff, Finance Director

Item 6. Aspen Creek V

a. Consider a 16 acre, 56 lot single-family residential development.

STAFF PRESENTATION

Mr. Case presented the information found in staff report for Aspen Creek V. The site is approximately 16 acres of land located at the east terminus of 185th St. and the south terminus of Canton St. It has never been platted and is undeveloped. The final plat consists of 56 lots on 16 acres with multiple points of access into the subdivision and is a continuation of the existing Aspen Creek development to the north and west. All infrastructure is available to the site and sidewalks will be extended on both sides of the roads within this development. The staff finds the final plat in substantial compliance with the preliminary plat and the land development code and is consistent with the goals of the comprehensive plan. The request for final platting is consistent with the established goals and policies of the City. The staff recommends approval of the final plat for Aspen Creek V, with conditions.

COMMISIONER DISCUSSION

Commissioner Meder asked for clarification concerning the lack of trees in the landscape of Aspen Creek.

Mr. Case explained that when the future final development plan is reviewed there will be a required buffer landscape plan.

Commissioner Cooper inquired about the location of the buffer in relation to the map provided.

Mr. Case explained the future buffer will be in between the R-1 and R-2 zones and will be addressed in the future development plan.

Mr. Knopick added that the buffer will be south of the property line and is required of the more intense zoning of R-2.

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 22, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Prior to recording of the final plat, excise tax shall be paid to the City.**
2. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording.**

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

Motion made by McNeer and seconded by Meder.

Motion passes 5-0-1 Cooper.

COUNCIL ACTION FORM PLANNING CONSENT AGENDA NO. 2

MEETING DATE: JUNE 7, 2021

STAFF CONTACT: ROBERT CASE, PLANNER

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Meadows of Aspen Creek II

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

Department: Community Development

Planning Commission Action/Recommendation:
After review of case FP-20-13, a final plat for Meadows of Aspen Creek II, Tax Id CF221436-1005, located at the terminus of 186th Street approximately 2000' east of Gardner Road, and final plat dated December 4th, and staff report dated May 24th, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Prior to recording of the final plat, excise tax shall be paid to the City;
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording; and
3. A final development plan will need to be approved by the Planning Commission prior to the issuance of any building permits.

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

Staff Recommendation:
Staff recommended approval of the final plat for Meadows of Aspen Creek II with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:
The site is approximately 17.59 acres of land located at the east terminus of 186th Street and never been platted and is undeveloped. The property was part of a 158-acre annexation back in April of 1996 and rezoned to R-2 in June 2001. It was then rezoned to RP-4 in April of 2021 for a compact duplex development. The final plat consists of 33 lots and there are multiple points of access into the subdivision and is a continuation of the existing Meadows of Aspen Creek development to the west. All infrastructure is available to the site and sidewalks will be extended on both sides of the roads within this development. There were no associated plans submitted with these rezoning petitions.

The Planning Commission considered this final plat at their May 24, 2021 meeting and voted 5-0 with one abstention to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

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

Attachments included:
- Planning Commission packet
- Excerpt of minutes from the May 24, 2021 Planning Commission Meeting

Suggested Motion:
Accept the dedication of right-of-way and easements on the final plat for Meadows of Aspen Creek II (FP-20-13)

PLANNING COMMISSION STAFF REPORT — REGULAR AGENDA NO. 7A
MEETING DATE: MAY 24, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: FP-20-13: Final Plat of Meadows of Aspen Creek II

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

APPLICATION INFORMATION
Applicant: Phelps Engineering, Inc. (Judd D. Clauseen, P.E.)
Owner: Aspen Creek, LLC (Gregory D. Prieb II)
Parcel ID: CF221436-1005
Location: At located at the terminus of 186th Street approximately 2000' east of Gardner Road.

REQUESTED ACTION
A Preliminary Plat for the Meadows of Aspen Creek II subdivision, located at the terminus of 186th Street approximately 2000' east of Gardner Road, consisting of a compact-duplex residential building type 17.59 acres and 33 lots / 66 dwelling units.

EXISTING ZONING AND LAND USE
The property is zoned RP-4 (Mixed Density Neighborhood) District and is currently undeveloped.

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.

LOCATION MAP

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-96-02I) 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. On April 19, 2021 the property was rezoned (Ord. 2699) from R-2 (Two-family) District to RP-4 (Mixed Density Neighborhood) District.

CONSISTENCY WITH COMPREHENSIVE PLAN

The *City of Gardner Comprehensive Plan* identifies this parcel for medium-density residential per the applicable sub-area plan, which is intended to take the form of small lot, detached or attached, cluster type housing, or small scale multi-family structures, such as two-story, 4-6 plexes, rather than large-scale apartment type developments with an emphasis on walkability. In this case, the proposed two-family building types are proposed as an extension of the existing two-family development directly west of this site. Additionally, the *Comprehensive Plan* has identified this area for “New Residential Growth” in the Residential Area Plan under the Housing section, which is undeveloped land that provides a clean slate for future residential development to contribute to and enforce the City’s existing character and identity. One goal of New Residential Growth is to ensure a new development meets the requirements of the *Gardner Land Development Code* and provide flexibility where necessary to accommodate a variety of housing types and intensities.

STAFF ANALYSIS-FINAL PLAT REVIEW CRITERIA

17.03.020 (E.1) Review Criteria:

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

   Staff Comment: *The final plat is in substantial compliance with the approved preliminary plat. The lots meet the minimum dimensional standards as do the streets. Utility easements have been provided along the street side and rear of the properties.*

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

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

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

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

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

   Staff Comment: *There are no deviations requested from the preliminary plat.*

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

   Staff Comment: *Staff finds that the final plat for Meadows of Aspen Creek II is consistent with the preliminary plat and meets the standards of the Land Development Code.*

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. The subject property has never been a part of a final plat and is therefore subject to paying excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication. This final plat does not have any special dedications and is required to pay excise tax.

ATTACHMENTS

I. Plat document
II. Street tree plan

RECOMMENDATION

Staff recommends approval of the final plat for Meadows of Aspen Creek II with the recommended motion below.

Recommended Motion:

After review of case FP-20-13, a final plat for Meadows of Aspen Creek II, Tax Id CF221436-1005, located at the terminus of 186th Street approximately 2000' east of Gardner Road, and final plat dated December 4th, and staff report dated May 24th, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

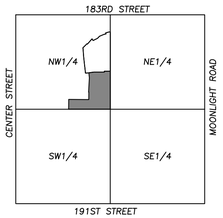
1. Prior to recording of the final plat, excise tax shall be paid to the City;
2. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording; and
3. A final development plan will need to be approved by the Planning Commission prior to the issuance of any building permits.

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

FINAL PLAT OF

MEADOWS OF ASPEN CREEK II

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



VICINITY MAP
SEC. 36–14–22

SCALE: 1"=2000'

AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
PLAT 2	766172.34	17.5889
RIGHT OF WAY	95086.26	2.1829
TRACT A	323710.38	7.4314
90	10272.10	0.2358
91	9828.57	0.2256
92	10010.75	0.2298
93	10012.74	0.2299
94	8958.98	0.2057
95	10650.98	0.2445
96	10514.17	0.2414
97	11134.82	0.2556
98	11277.40	0.2589
99	12471.57	0.2863
100	12594.86	0.2891
101	16877.84	0.3875
102	12897.77	0.2961
103	9389.48	0.2156
104	15194.70	0.3488
105	9930.46	0.2280
106	8904.79	0.2044

AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
107	8904.79	0.2044
108	10612.93	0.2436
109	8395.20	0.1927
110	8395.20	0.1927
111	8395.20	0.1927
112	8395.20	0.1927
113	8395.20	0.1927
114	8395.20	0.1927
115	8395.20	0.1927
116	10120.24	0.2323
117	13081.69	0.3003
118	10127.34	0.2325
119	10483.52	0.2407
120	11143.92	0.2558
121	11547.83	0.2651
122	11665.03	0.2678

33 LOTS

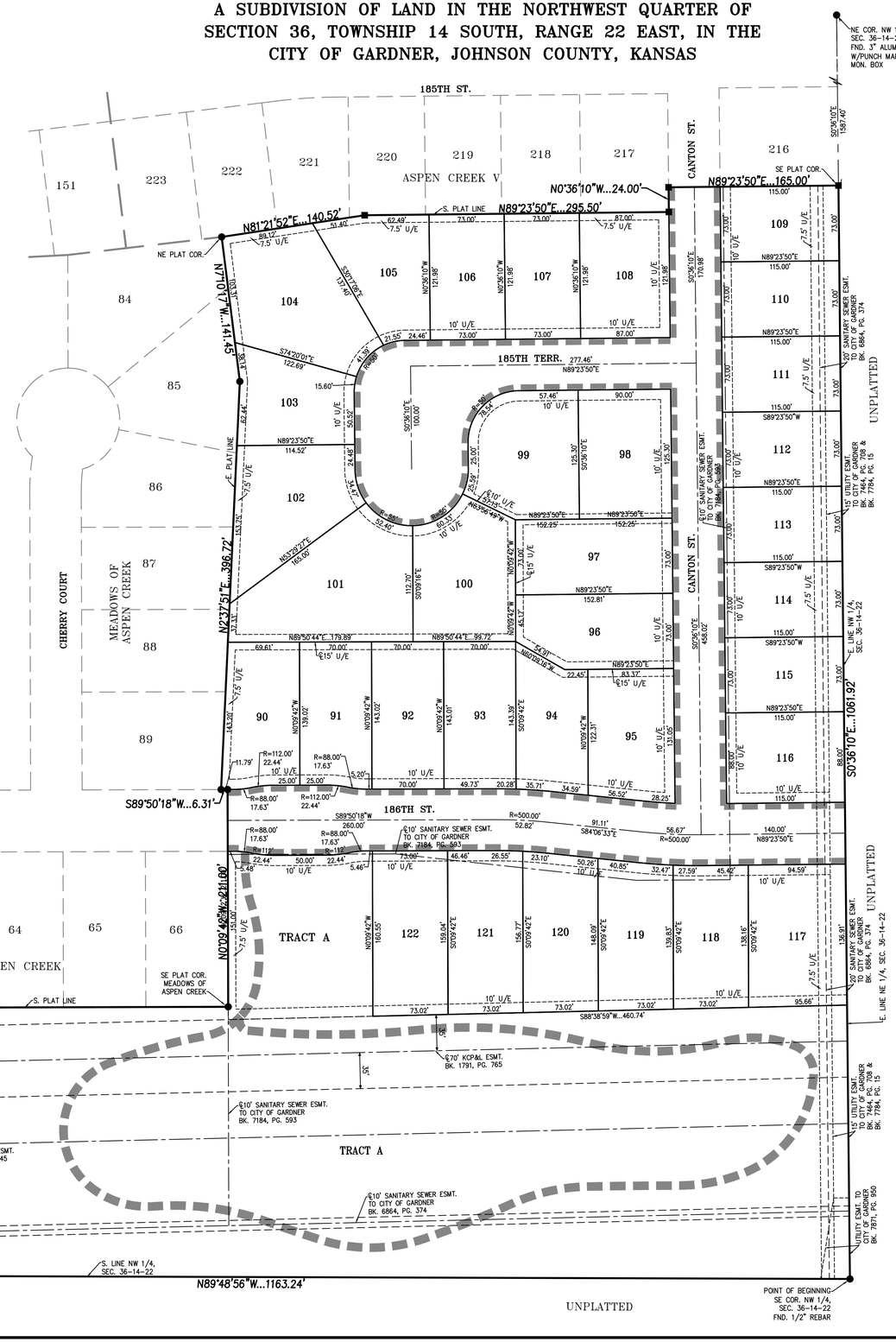
SCALE: 1"=60'

0' 60' 120'

BEARING BASIS: RECORDED PLAT OF "MEADOWS OF ASPEN CREEK"

LEGEND

- ○ DENOTES SET 1/2"x24" REBAR W/PHELPS CORP. CLS–82 PLASTIC CAP
- ● DENOTES FOUND 1/2" REBAR W/CLS 93 PLASTIC CAP, UNLESS OTHERWISE NOTED (ORIGIN UNKNOWN UNLESS DESCRIBED)
- ■ DENOTES FOUND 1/2" REBAR W/PHELPS CORP. CLS–82 PLASTIC CAP,
- U/E DENOTES UTILITY EASEMENT
- B.L. DENOTES BUILDING LINE
- (P) DENOTES PLATTED
- DENOTES SIDEWALK



FLOOD NOTE:

THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0120G, AND DATED AUGUST 3, 2009.

NOTE:
STREET TYPE FOR 185TH TERRACE IS LOCAL STANDARD.
STREET TYPE FOR CANTON STREET IS LOCAL STANDARD.
STREET TYPE FOR 186TH STREET IS COLLECTOR STANDARD.

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.

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

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

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

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to the City of Gardner, Johnson County, Kansas or their assigns.

CONSENT TO LEVY

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

EXECUTION

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

Aspen Creek L.L.C.

By: _____
Gregory D. Prieb II, Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

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

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

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

_____
Chairman: Scott Boden

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

_____ Attest_____
Mayor: Steve Shute City Clerk: Sharon Rose

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

THOMAS DWAYNE PHELPS LICENSED LS-1075 KANSAS LAND SURVEYOR

BY: _____
THOMAS D. PHELPS, KS PLS–1075

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

CERTIFICATE OF AUTHORIZATION
MISSOURI
LAND SURVEYING–2007001128
ENGINEERING–2007005058

PLANNING
ENGINEERING
IMPLEMENTATION

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

Error Closure: 0.000400' North: –0.0003487' East: –0.0001958' Perimeter: 4424.636' Precision 1:11061590

TREE PLANTING NOTES:
1) DO NOT HEAVILY PRUNE THE TREE, PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS & LATERAL BRANCHES MAY BE PRUNED. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN

2) MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE

3) SET TOP OF ROOT BALL 1-2 INCHES HIGHER THAN SURROUNDING GRADE

4) APPLY 4"THK WOOD MULCH, DO NOT PLACE MULCH IN DIRECT CONTACT w/ TREE TRUNK

5) EACH TREE MUST BE PLANTED SUCH THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL w/ SOIL

6) REMOVE ALL TWINE, ROPE, WIRE AND BURLAP FROM THE UPPER 1/3 OF ROOT BALL (REMOVE WIRE BASKETS)

7) PLACE ALL ROOT BALLS ON UN-EXCAVATED OR TAMPED SOIL, TYP

STAKING REQUIREMENTS:
1) WIRE / CABLE SHALL BE GALV, 12-GAUGE

2) TIGHTEN WIRE / CABLE ONLY ENOUGH TO KEEP FROM SLIPPING, ALLOW FOR SOME TRUNK MOVEMENT PLASTIC HOSE SHALL BE LONG ENOUGH TO ACCOMMODATE 1½" OF GROWTH

3) STAKES SHALL BE 2"x 2" HARDWOOD OR EQUAL

PERENNIAL PLANTING NOTES:
1) APPLY 2"THK BED OF MULCH ON PERENNIAL PLANT BED, DO NOT COVER PLANTS

2) THOROUGHLY MIX PEAT IN TOP 3-4" OF SOIL

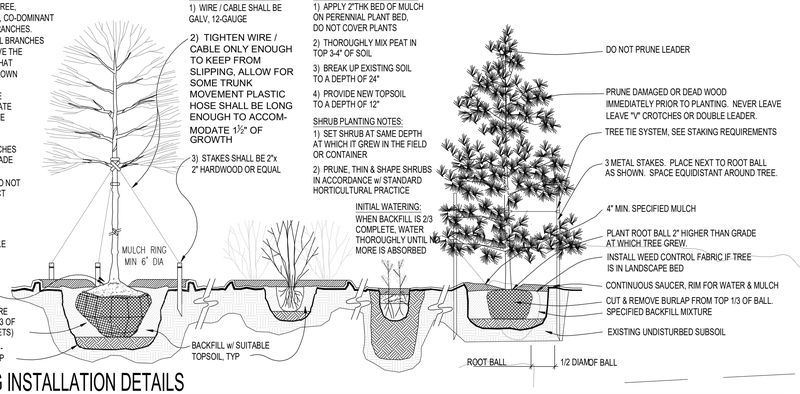
3) BREAK UP EXISTING SOIL TO A DEPTH OF 24"

4) PROVIDE NEW TOPSOIL TO A DEPTH OF 12"

SHRUB PLANTING NOTES:
1) SET SHRUB AT SAME DEPTH AT WHICH IT GREW IN THE FIELD OR CONTAINER

2) PRUNE, THIN & SHAPE SHRUBS IN ACCORDANCE w/ STANDARD HORTICULTURAL PRACTICE

INITIAL WATERING:
WHEN BACKFILL IS 2/3 COMPLETE, WATER THOROUGHLY UNTIL NO MORE IS ABSORBED



1 PLANTING INSTALLATION DETAILS

SCALE: NTS

Landscape Schedule

Symbol	Qty.	%	Botanical Name	Common Name	Min.Root	Min.Size	Caliper	Remarks
OVERSTORY TREES								
	12	19	Platanus x acerifolia	London Plane Tree			2"	6' min. clear., ground to canopy
	13	20	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple			2"	6' min. clear., ground to canopy
	11	18	Quercus rubra	Northern Red Oak			2"	6' min. clear., ground to canopy
	11	18	Gleditsia triacanthos 'Skyline'	Shademaster Honeylocust			2"	6' min. clear., ground to canopy
	8	13	Nyssa sylvatica	Black Tupelo			2"	6' min. clear., ground to canopy
	7	12	Acer x truncatum 'Warrenred'	Pacific Sunset Maple			2"	6' min. clear., ground to canopy
	62	100	TOTAL SHADE TREES ON SITE					
EVERGREEN TREES								
	17		Juniperus chinensis 'Keteleeri'	Keteleeri Juniper		6' ht.		symmetrical pyramidal form
	17		Juniper chinensis	Eastern Red Cedar		6' Ht.		symmetrical pyramidal form
DECIDUOUS SHRUBS/GRASSES								
	66		Syringa X 'Penda'	Bloomerang Purple Lilac	5 gal.			Plant @ 5' O.C.
EVERGREEN SHRUBS								
	101		Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.			Plant @ 4' O.C.

Planting Notes

1. Location of all existing utilities needs to done before commencing work.
2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the field to utilize the greatest coverage of ground plane. The following applies for individual plantings:
a. Creeping groundcover shall be a minimum of 6" from paving edge.
b. All trees shall be a minimum of 3' from paving edge.
c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.
d. All shrubs shall be a minimum of 2' from paved edge.
3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
4. Note: If plants are not labeled - they are existing and shall remain.
5. In the event of work in or on a JCW sanitary main, any trees or plantings placed within the sewer easement may be removed without replacement or compensation there-of and shall be replaced by the property owner as required by the City
6. All landscaped areas in ROW shall be sodded and irrigated unless otherwise specified.

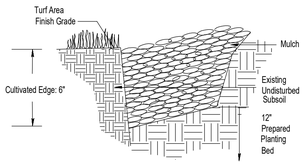
Materials:
1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.
2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation:
1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.
3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Landscape Calculations

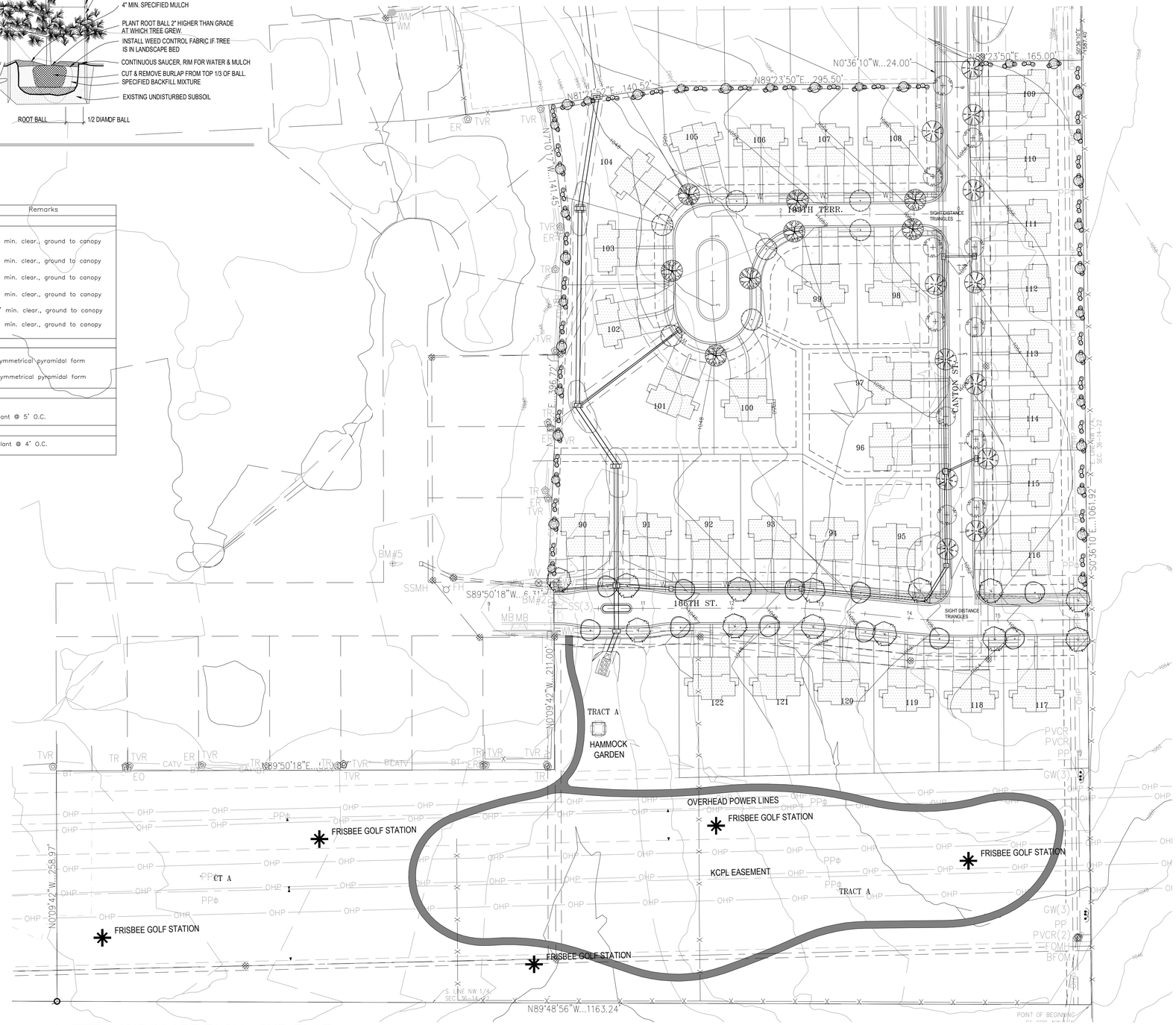
Street Trees: One tree per 40-60 feet of public or private street frontage, with at least 3 genus and at least 5 species.
REQUIREMENT MET.

Buffer Plantings: Level 2 buffer plantings required for RP-4 adjacent to Level 1. Required plantings: 1 tree (large, medium or small) per 50 linear feet, 1 shrub per 10 linear feet, At least 8' perimeter depth.
REQUIREMENT MET.



2 CULTIVATED EDGE DETAIL

SCALE: NTS



3 LANDSCAPE PLAN - 2ND PLAT

SCALE: 1"=60'-0"

MEIER
LANDSCAPE ARCHITECTURE
15245 Metcalf Ave.
Overland Park, KS 66223
913.787.2817

JASON M. MEIER LICENSED KANSAS LANDSCAPE ARCHITECT

CLIENT
Prieb Development
651 N Somerset Terrace,
Olathe, KS 66062

PROJECT
Aspen Creek
2nd Plat
186th and Canton St.
Gardner, KS

SCALE: 1"=60'
NORTH
0 60 120 180

Date: 3.12.2021
Project #: 669
Landscape Plan

L1

PLANNING COMMISSION MEETING MINUTES
City of Gardner, Kansas
Council Chambers
May 24, 2021
7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:03 p.m. on Monday May 24, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ham
Commissioner Meder
Commissioner McNeer
Commissioner Cooper
Commissioner Jueneman (joined meeting at 7:19 p.m.)

Staff members present:
Robert Case, Principal Planner
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney (joined meeting 7:12 p.m.)
Matthew Wolff, Finance Director

Item 7. Meadows of Aspen Creek II

a. **Consider a 16 acre, 56 lot single –family residential development.**

STAFF PRESENTATION

Mr. Case presented information in the staff report for Meadows of Aspen Creek II final plat. The site is approximately 17.59 acres of land located at the east terminus of 186thSt. and never been platted and is undeveloped. The property was part of a 158 acre annexation back in April of 1996 and rezoned to R-2 in June 2001. It was then rezoned to RP-4 in April of 2021 (Ord. 2699) for a compact duplex development. The final plat consists of 33 lots and there are multiple points of access into the subdivision and is a continuation of the existing Meadows of Aspen Creek development to the west. All infrastructure is available to the site and sidewalks will be extended on both sides of the roads within this development. The staff finds the final plat to be in substantial compliance with the preliminary plat and the land development code and is consistent with the goals of the comprehensive plan. The request

for final platting is consistent with the established goals and policies of the city. Excise tax will be levied with this plat. The staff recommends approval of the final plat for Meadows of Aspen Creek II with conditions.

COMMISSION DISCUSSION

Motion made after review of case FP-20-13, a final plat for Meadows of Aspen Creek II, Tax Id CF221436-1005, located at the terminus of 186th Street approximately 2000' east of Gardner Road, and final plat dated December 4th, and staff report dated May 24th, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Prior to recording of the final plat, excise tax shall be paid to the City.**
2. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specification and public improvement plans shall be submitted and approved prior to the release of the plat for recording.**
3. **A final development plan will need to be approved by the Planning Commission prior to the issuance of any building permits.**

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

Motion made by McNeer and seconded by Ham.

Motion passes 5-0-1 Cooper.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: ROBERT CASE, PLANNER

Agenda Item: Consider adopting an ordinance approving a rezoning from C-O (Office building) and RP-3 (Planned Garden Apartment) Districts to R-2 (Two-Family Residential) District located at the Northwest corner of 175th Street and Kill Creek Road

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:
After review of Application Z-21-02, a Zoning Map Amendment for parcel CF221422-2002 located at the northwest intersection of 175th Street and Kill Creek Road, and staff report dated March 24, 2021, the Planning Commission recommends the Governing Body approve the request to rezone 17.66 acres from C-O (Office Building) and RP-3 (Planned Garden Apartment) District to R-2 (Two-Family Residential) District**.**

This was recommended with a voted 5-0 with one abstention.

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:
The property was annexed on September 5, 2000 per Ordinance 1962. The property was rezoned from A - Agriculture District to PUD - Planned Urban Development District on June 18, 2001, along with an approved preliminary development plan and preliminary plat for Prairiebrooke. This included 140.9 acres of residential single-family detached homes, row houses, and multi-family homes along with other non-residential uses (by separate application for nearby parcels). The preliminary plat was subsequently revised in a layout substantially similar to what is proposed by the applicant for single-family, duplex, and garden apartment uses. There were several conditions of approval for the revised preliminary plat, including approval of rezonings Z-03-24 (R-1 Single Family Residential District), Z-04-03 (C-O Office Building District), Z-04-04 (RP-3 Planned Garden Apartment District) and Z-04-05 (RP-2 Planned Two Family Residential District) for the entire planned development property; floodplain and riparian protection, and dedication of ROW for W. 175th Street.

This 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:

- contribute to and enforce the City's existing character and identity;
- 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;

- ensure the character of new residential areas are compatible with existing neighborhoods and reflect the intended character of Gardner in terms of block size and configuration, housing scale and architecture, and design of the public realm;
- 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 plat 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:

Extension of utilities to the site will occur at a later date.

Attachments included:

- Ordinance No. 2707
- Planning Commission packet
- May 24, 2021 draft Planning Commission minute excerpt

Suggested Motion:

Accept the recommendation of the Planning Commission and approve Ordinance No. 2707, an ordinance changing the zoning classification 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.

ORDINANCE NO. 2707

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 May 24, 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 Northwest corner of 175th Street and Kill Creek Road shall hereafter have a zoning classification of R-2 (Two Family Residential) District.

CASE NO. Z-21-02

Rezoning from C-O (Office Building) and RP-3 (Planned Garden Apartment) Districts to R-2 (Two Family) District:

Legal Description:

All that part of the West Half of the Southeast Quarter of Section 22, Township 14, Range 22, in the City of Gardner, Johnson County, Kansas, and all that part of the East Half of the Southwest Quarter of said Section 22, described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 22; thence South 89 degrees 48 minutes 37 seconds East, along the South line of the Southeast Quarter of said Section 22, a distance of 698.14 feet; thence North 0 degrees 11 minutes 23 seconds East, along the Westerly right-of-way line of Kill Creek Road, as now established, a distance of 351.61 feet; thence Northwesterly, along said right-of-way line, along a curve to the left having a radius of220.00 feet, a central angle of 46 degrees 29 minutes 06 seconds, a distance of 178.49 feet; thence North 46 degrees 17 minutes 43 seconds West, along said right-of-way line, a distance of 345.53 feet; thence Northwesterly, along said right-of-way line, along a curve to the right having a radius of 560.00 feet, a central angle of 10 degrees 24 minutes 14 seconds, a distance of 101.69 feet; thence South 65 degrees 04 minutes 05 seconds West, along the Southerly line of Prairiebrooke Village, a subdivision of land in the City of Gardner, Johnson County, Kansas, a distance of 328.11 feet; thence South 90 degrees 00 minutes 00 seconds West, along said Southerly line, a distance of 742.75 feet; thence South 0 degrees 00 minutes 00 seconds East, a distance of 373.61 feet; thence South 89 degrees 48 minutes 37 seconds East, parallel with the South line of the Southwest Quarter of said Section 22, a distance of 662.92 feet; thence South 0 degrees 11 minutes 23 seconds West, a distance of 310.00 feet, to a point on the South line of the Southwest Quarter of said Section 22; thence South 89 degrees 48 minutes 37 seconds East, along the South line of the Southwest Quarter of said Section 22, a distance of 63.61 feet, to the point of beginning; except that part in road.

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 21st day of June, 2021.

SIGNED by the Mayor this 21st day of June, 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-21-02(PP-21-02))

PLANNING COMMISSION STAFF REPORT NEW BUSINESS ITEM NO. 5A & 5B
MEETING DATE: MAY 24, 2021
PREPARED BY: ROBERT CASE, PRINCIPAL PLANNER

PROJECT NUMBER / TITLE: Z-21-02 Rezoning and PP-21-02 Enclave at Prairiebrooke

PROCESS INFORMATION

Type of Request: Zoning Map Amendment (Rezoning) and Preliminary Plat
Date Received: April 5, 2021

APPLICATION INFORMATION

Applicant: Phelps Engineering, Inc., Tim Tucker, P.E.
Owner: LCR Development, LLC
Parcel ID: Tax Id CF221422-2002
Location: At the northwest corner of 175th Street and Kill Creek Road.

REQUESTED ACTIONS

Hold a public hearing on and consider a request to rezone 17.3 acres from C-O (Office Building) and RP-3 (Planned Garden Apartment) Districts to R-2 (Two-Family Residential) District; and consider approval of a Preliminary Plat for Enclave at Prairiebrooke.

EXISTING ZONING AND LAND USE

The site is currently zoned C-O (Office Building) and RP-3 (Planned Garden Apartmentl) District, and is undeveloped, with developed properties to the east and west and is across the street from the Gardner Municipal Airport boundaries. Areas north of this property remain undeveloped at this time.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
RP-3 (Planned Garden Apartment) District	Undeveloped, agricultural
East of subject property	
RP-2 (Planned Two-Family Residential) District	Duplex homes in Prairiebrooke subdivision
South of subject property	
A (Agriculture) District	Gardner Municipal Airport
West of subject property	
RP-3 (Planned Garden Apartment) District	Undeveloped and part of RPZ of the Gardner Municipal Airport

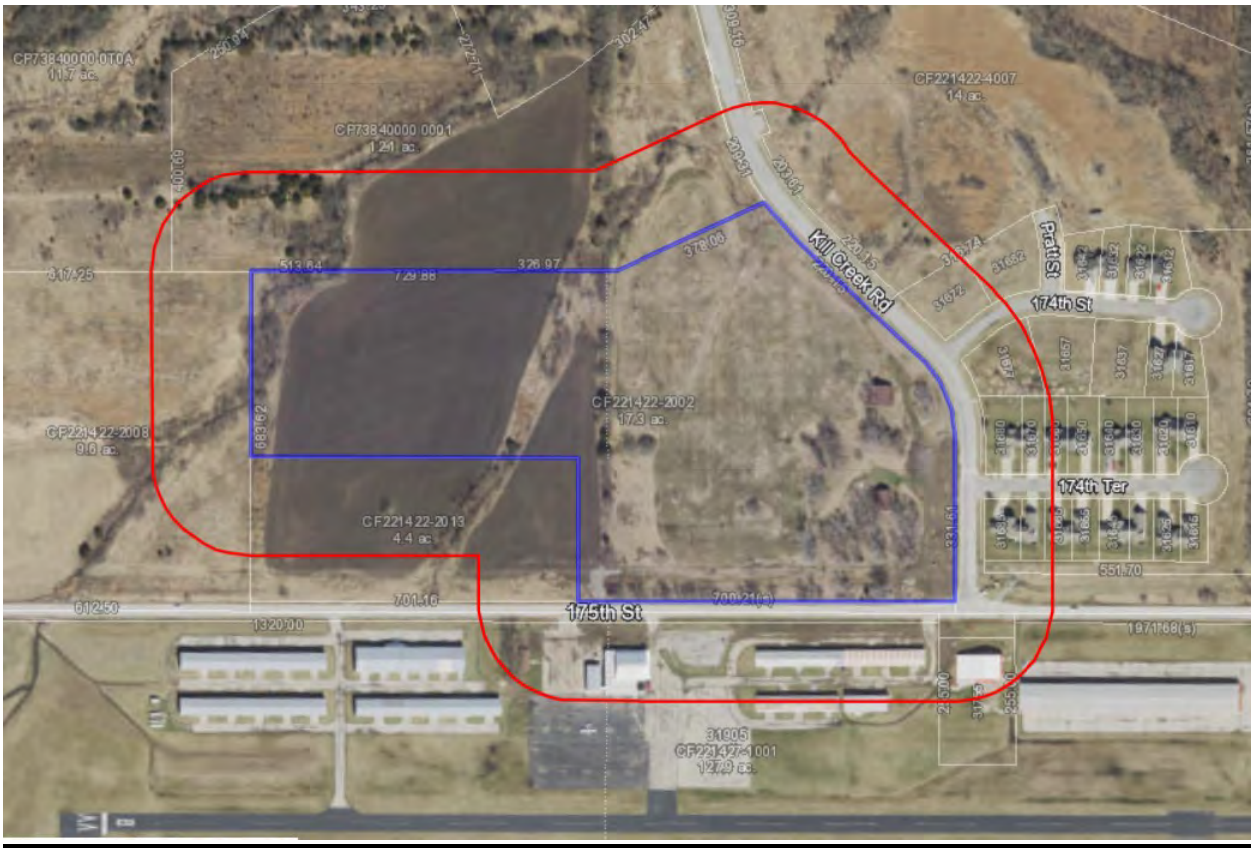
EXISTING CONDITIONS

The property is currently not platted and is unimproved. The development will be accessed from an existing collector street (Kill Creek Road) and an arterial street (175th Street). All utilities are available to the site. The subject parcel contains an existing stream and floodplain.

BACKGROUND / HISTORY

The property was annexed on September 5, 2000 per Ordinance 1962. The property was rezoned (Z-01-03) (Ord. 1990) from A (Agriculture) District to PUD (Planned Urban Development) District on June 18, 2001, along with an approved preliminary development plan (PUD-01-02) and preliminary plat for Prairie Brooke (PP-01-02). This included 140.9 acres of residential single-family detached homes, row houses, and multi-family homes along with other non-residential uses (by separate application for nearby parcels). The preliminary plat was subsequently revised (PP-03-09) in a layout substantially similar to what is proposed by the applicant for single-family, duplex, and garden apartment uses. There were several conditions of approval for the revised preliminary plat, including approval of rezonings Z-03-24 (R-1 Single Family Residential District), Z-04-03 (C-O Office Building District), Z-04-04 (RP-3 Planned Garden Apartment District) and Z-04-05 (RP-2 Planned Two Family Residential District) for the entire planned development property; floodplain and riparian protection, and dedication of ROW for W. 175th Street.

The image below represents the public notice area of 200' in the city (red line).



CONSISTENCY WITH COMPREHENSIVE PLAN

One of the core themes of the Comprehensive Plan is Housing Variety to support on-going investment in housing and attract new residents. The Housing Variety goal is intended to ensure that the housing stock responds to a variety of users, including young professionals, new families, empty-nesters and seniors in need of assistance. Providing a range of options allows support for all income levels to move toward home ownership. Specifically the housing objectives that are addressed by this development include:

- encourage the development of housing and support services to allow seniors to age in place;
- promote infill residential development within incomplete subdivisions;
- ensure new residential developments are sited within close proximity and access to schools and parks.

The parcel is indicated for Low Density Residential future land use on the Future Land Use plan of the Comprehensive Plan. Low Density Residential areas "primarily consist of detached single family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in character with typical single family homes. Housing is typically arranged on a local street grid, or as part of a subdivision, and may include local amenities such as small community or civic buildings, playgrounds or gardens that serve residents." Table 5-1 of the *Gardner Land Development Code* (LDC) translates Low Density Residential future land use into the RE (Residential Estates), R-1 (Single-Family Residential) and R-2 (Two-Family

Residential) Districts to develop more walkable neighborhoods with a mix of housing types and connection to walkable community centers.

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:

- contribute to and enforce the City's existing character and identity;
- 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;
- ensure the character of new residential areas are compatible with existing neighborhoods and reflect the intended character of Gardner in terms of block size and configuration, housing scale and architecture, and design of the public realm;
- 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.

STAFF ANALYSIS - ZONING

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 request is for a rezoning to a base zoning district, coinciding with a preliminary plat application. The review must consider all potential uses that could occur within the proposed zoning district, although the applicant plans to develop the site with single-family detached homes.

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 underlying design for this infill development is impacted by the existing development patterns and the necessity to design around the environmental features. The development also provides for consistent block patterns with existing developments in the area. Staff finds this criteria has been met.*

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 less intense zoning district as the property directly across Kill Creek Rd. It is separated from the single-family development to the north and west by a large, vegetated stream corridor and planned walking trail. The buildings are of similar size and scale as the duplexes to the east. Staff finds this criteria has been met.*

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

   Staff Comment: *The subject property is suitable as restricted for current uses, but is also suitable for proposed residential uses per the goals of the Comprehensive Plan. This key residential infill development is made viable by the potential for an increase in density. .*

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

   Staff Comment: *The change in zoning from C-O and RP-3 to R-2 does not have a negative impact and is more compactable with the development to the east of the subject parcel.*

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

   Staff Comment: *The property has remained vacant even though plans were developed 19 years ago (2001).*

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 extend the development patterns from the east while still maintaining a buffer from the single family detached development to the west and north. The proposed development also allows for the connectivity with a potential development to the north which provide additional public health and safety through the interconnectivity of local streets.*

7. **The recommendations of professional staff;**

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

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

   Staff Comment: *Per previous discussion, Staff finds this application to be consistent with many goals and objectives of the Comprehensive Plan, in particular the goals of housing diversity, infill development, and the reflection of intended residential character. The intent of the proposed R-2 zoning district is to provide residential living in a moderate-density residential setting, providing a mix of housing options at strategic locations in relation to complementary uses that support strong residential neighborhoods. It is beneficial to have more compact housing patterns located in close proximity to community services such as schools and recreational amenities such as community trails.*

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

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

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

Staff Comment: *Population trends indicate smaller household and family size. Approval of this application would benefit the community by providing additional housing stock in a more efficient, compact format to accommodate the anticipated population increase.*

PRELIMINARY PLAT

17.03.020 (D1) Review Criteria:

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

Staff Comment: *Per previous discussion, Staff finds this application to be consistent with many goals and objectives of the Comprehensive Plan, in particular the goals of housing diversity, infill development, and the reflection of intended residential character. The design provides for all feasible road and pedestrian connections, including two local streets. It meets the intent for street networks to provide for efficient and safe movement of all potential users of the streets, to use streetscape design to call attention to differing contexts and better support development patterns and uses abutting the streets, and to increase connectivity and improve options for access in the community.*

2. Compliance with the requirements of this Land Development Code, and in particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.

Staff Comment: *As indicated in the development prototypes, the blocks and lots provided are capable of meeting all development and site design standards, including the design intent to provide less prominent garages and decreased front pavement areas by utilizing shared driveways and side-access or setback garages.*

3. Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.

Staff Comment: *There is no phasing proposed at this time.*

4. Any impacts identified by specific studies or technical reports, including a preliminary review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.

Staff Comment: *The Stormwater Plans and Transportation Impact Study have not yet been approved. This will be a condition of approval.*

5. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.

Staff Comment: *This infill development will not deter any existing or future development on adjacent property.*

6. The design does not impede the construction of anticipated or planned future public infrastructure within the area.

Staff Comment: *The design enhances the construction of planned future public utility and roadway connections.*

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

Staff Comment: *Staff recommends approval of the preliminary plat with conditions outlined below.*

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

UTILITIES – All utilities are available to this site.

STORM WATER
Stormwater detention will be integrated into the project. The Stormwater Management Plan has not yet been approved by the Public Works Department. This will be a condition of approval.

ROADWAY NETWORK; VEHICULAR ACCESS; SIDEWALKS
Internal road networks within the subject property will connect to 175th Street and Kill Creek Road with a stub street to the north. Sidewalks are required to be constructed within the development and along both of the above mentioned streets.

ATTACHMENTS

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

EFFECT OF DECISION

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 Plat – The approval of the preliminary plat does not constitute an acceptance of the subdivision, but authorizes preparation of the final plat. If the Planning Commission tables a plat, the applicant shall have 60 days to submit information sufficient for approval or the application shall be deemed denied. The applicant may request that a denied preliminary plat be submitted to the Governing Body and the Planning Commission shall submit all information to the Governing Body, which can make a determination consistent with these regulations. The approval of the preliminary plat shall be effective for 18 months, except that any approval of a final plat for any phase specifically indicated on a preliminary plat shall renew the 18-month period. The Planning Commission may grant an extension of this period for up to one year, if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat.

REZONING RECOMMENDATION

Staff recommends approval of the rezoning from C-O (Office Building) and RP-3 (Planned Garden Apartment) District to R-2 (Two-family Residential) District as proposed based on the findings in this staff report.

Rezoning Recommended Motion:

After review of Application Z-21-02, a Zoning Map Amendment for parcel CF221422-2002 located at the northwest intersection of 175th Street and Kill Creek Road, and staff report dated March 24, 2021, the Planning Commission recommends the Governing Body approve the request to rezone 17.3 acres from C-O (Office Building) and RP-3 (Planned Garden Apartment) District to R-2 (Two-Family Residential) District**.**

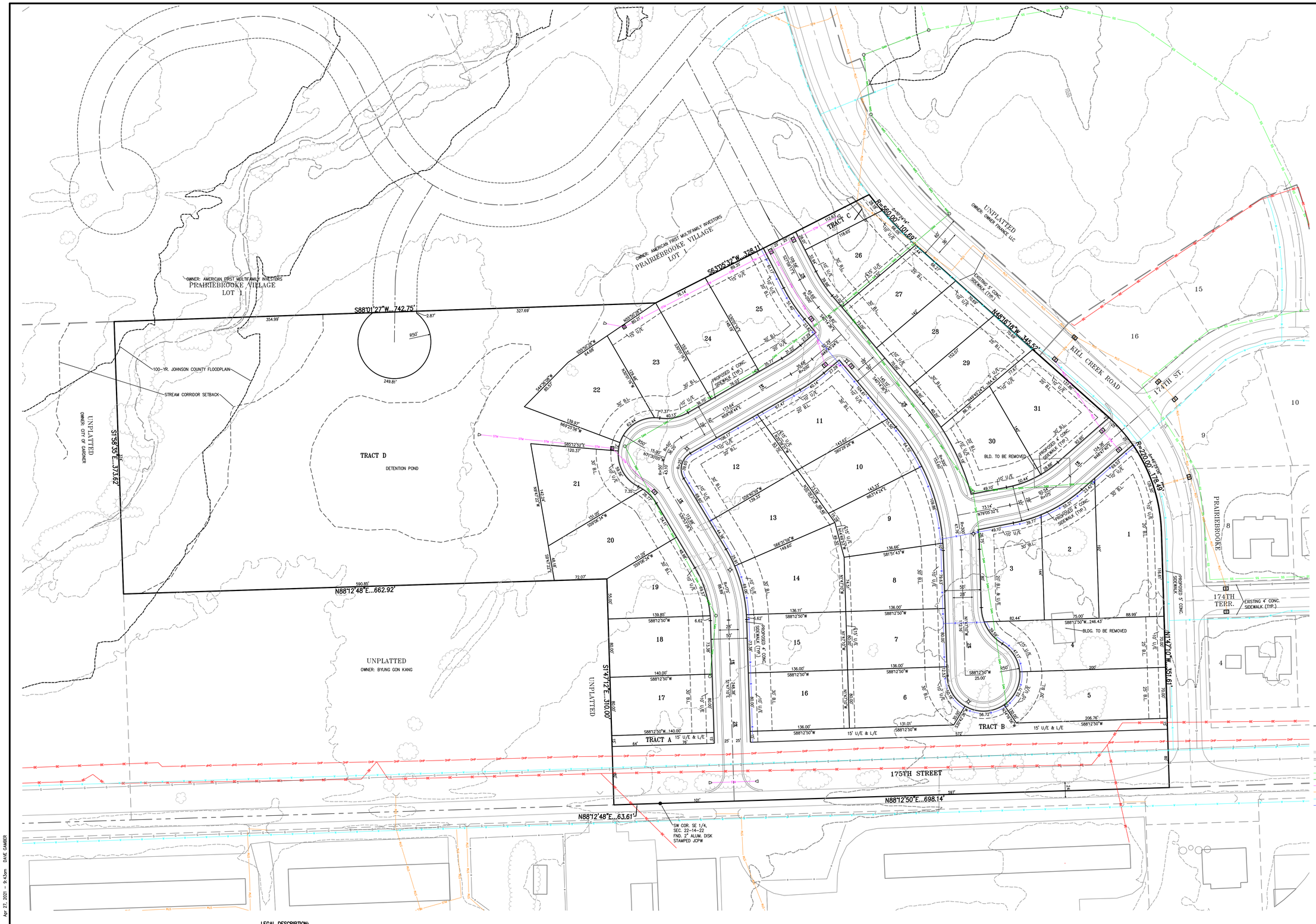
PRELIMINARY PLAT RECOMMENDATION

Staff recommends approval of Preliminary Plat PP-21-02 for Enclave at Prairiebrooke with conditions outlined below.

Preliminary Plat Recommended Motion:

After review of Application PP-21-02, a Preliminary Plat for parcel CF221422-2002 located at the northwest intersection of 175th Street and Kill Creek Road, and Preliminary Plat dated April 5, 2021 and staff report dated May 24, 2021, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Rezoning Z-21-01 is approved by the Governing Body;
2. Approval of the Stormwater Management Plan and the Traffic Impact Study;



AREAS		
PARCEL	AREA (S.F.)	AREA (AC.)
1	18467.00	0.4239
2	12361.69	0.2838
3	11471.60	0.2634
4	15410.39	0.3538
5	14650.94	0.3363
6	11550.09	0.2652
7	10880.00	0.2498
8	11162.12	0.2562
9	12201.90	0.2801
10	11040.79	0.2535
11	13322.17	0.3058
12	12541.79	0.2879
13	11316.42	0.2598
14	13680.74	0.3141
15	10880.24	0.2498
16	10880.00	0.2498
17	11200.00	0.2571
18	11199.74	0.2571
19	10878.48	0.2497
20	12397.90	0.2846
21	12573.83	0.2887
22	13094.07	0.3006
23	11709.73	0.2688
24	11423.48	0.2622
25	12709.37	0.2918
26	10054.60	0.2308
27	10004.87	0.2297
28	10299.48	0.2364
29	11023.68	0.2531
30	10923.49	0.2508
31	13919.97	0.3196
BNDY	769161.54	17.6575
ROW	89552.25	2.0558
ROW 175TH ST	60940.04	1.3990
ROW NW	7531.32	0.1729
TRACT A	2100.01	0.0482
TRACT B	10058.36	0.2309
TRACT C	3206.98	0.0736
TRACT D	220546.43	5.0630

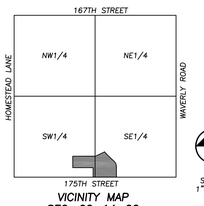
SCALE: 1"=50'

0' 50' 100'

BEARING BASIS: KANSAS STATE PLANE
1983 NORTH ZONE #1501

LEGEND

B.L.	DENOTES BUILDING LINE
U/E	DENOTES UTILITY EASEMENT
L/E	DENOTES LANDSCAPE EASEMENT
	DENOTES EXISTING SIDEWALK
	DENOTES PROPOSED SIDEWALK
	DENOTES EXISTING FENCE
SS	DENOTES EXISTING SANITARY SEWER
SAN	DENOTES PROPOSED SANITARY SEWER
STM	DENOTES EXISTING STORM SEWER
STM	DENOTES PROPOSED STORM SEWER
	DENOTES EXISTING WATER LINE
	DENOTES PROPOSED WATER LINE
	DENOTES EXISTING STREET LIGHT
	DENOTES PROPOSED STREET LIGHT



VICINITY MAP
SEC. 22-14-22

SCALE: 1"=2000'

LEGAL DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 14, RANGE 22, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, AND ALL THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 698.14 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF KILL CREEK ROAD, AS NOW ESTABLISHED, A DISTANCE OF 351.61 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 29 MINUTES 06 SECONDS, A DISTANCE OF 178.49 FEET; THENCE NORTH 46 DEGREES 17 MINUTES 43 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 345.53 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 24 MINUTES 14 SECONDS, A DISTANCE OF 101.69 FEET; THENCE SOUTH 65 DEGREES 04 MINUTES 05 SECONDS WEST, ALONG THE SOUTHERLY LINE OF PRAIRIEBROOKE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, A DISTANCE OF 328.11 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 742.75 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 373.61 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 662.92 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 310.00 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 63.61 FEET, TO THE POINT OF BEGINNING; EXCEPT THAT PART IN ROAD.

SITE DATA TABLE:

GROSS AREA	17.66 ACRES
EXISTING ZONING	C-0 & RP-3
PROPOSED ZONING	R-2
PROPOSED NUMBER OF LOTS	31
PROPOSED LAND USE	TWO-FAMILY RESIDENTIAL
DENSITY	1.76 LOTS PER ACRE

PROJECT NOTE:

1. THE TOPOGRAPHY WAS SUPPLIED BY A.I.M.S. (AUTOMATED INFORMATION MAPPING SYSTEM) BASED ON NAVD88 DATUM.
2. TRACTS A AND B AS SHOWN HEREON SHALL BE DEDICATED AS PRIVATE OPEN SPACE, COMMON AREAS AND MAY INCLUDE BUT NOT LIMITED TO LANDSCAPING, FENCING, SUBDIVISION MONUMENTS AND AMENITIES AND WILL BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.
3. TRACTS C AND D AS SHOWN HEREON SHALL BE DEDICATED AS PRIVATE OPEN SPACE, COMMON AREAS AND MAY INCLUDE BUT NOT LIMITED TO LANDSCAPING, FENCING, SUBDIVISION MONUMENTS, STORM WATER DETENTION AND AMENITIES AND WILL BE OWNED AND MAINTAINED BY THE HOMES ASSOCIATION.

NOTE:

A PORTION OF THIS PROPERTY LINES WITHIN ZONE X (FUTURE BASE FLOOD), DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, PANEL NO. 20091C0119G AND 20091C0104G, AND DATED AUGUST 3, 2009.

OWNER/DEVELOPER:

LCR DEVELOPMENT, LLC
P.O. BOX 23764
OVERLAND PARK, KS 66283
(816) 985-4239

ENGINEER/APPLICANT:

PHELPS ENGINEERING, INC.
1270 N. WINCHESTER
OLATHE, KS. 66061
(913) 393-1155
(913) 393-1166 FAX

PHELPS ENGINEERING, INC
1270 N. Winchester
Olathe, Kansas 66061
(913) 393-1155
Fax (913) 393-1166
www.phelpsengineering.com
PLANNING
ENGINEERING
IMPLEMENTATION

PRELIMINARY PLAT

ENCLAVE AT PRAIRIEBROOKE
CITY OF GARDNER, JOHNSON COUNTY, KANSAS
KILL CREEK ROAD & 175TH STREET

No.	Date	Revisions:	By	App.
1.	4/27/21	REVISED PER CITY COMMENTS	DAG	TJT

PROJECT NO. 200959
DATE: 2/25/21
DRAWN: DAG

CERTIFICATE OF AUTHORIZATION LAND SURVEYING - L-52
CERTIFICATE OF AUTHORIZATION ENGINEERING - E-2072
CERTIFICATE OF AUTHORIZATION LANDSCAPE ARCHITECTURE - LA-2001128
ENGINEERING-20070203B

SHEET
1
OF 1

\\PHELPS-SERVER\Projects\P\200959\Dwg\PRE-PLAT.dwg Layout:1 Apr 27, 2021 - 9:43am DAVE GAMBER

Deed Description (Bk. 202009, Pg. 002747)

All that part of the West Half of the Southeast Quarter of Section 22, Township 14, Range 22, in the City of Gardner, Johnson County, Kansas, and all that part of the East Half of the Southwest Quarter of said Section 22, described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 22; thence South 89 degrees 48 minutes 37 seconds East, along the South line of the Southeast Quarter of said Section 22, a distance of 698.14 feet; thence North 0 degrees 11 minutes 23 seconds East, along the Westerly right-of-way line of Kill Creek Road, as now established, a distance of 351.61 feet; thence Northwesterly, along said right-of-way line, along a curve to the left having a radius of220.00 feet, a central angle of 46 degrees 29 minutes 06 seconds, a distance of 178.49 feet; thence North 46 degrees 17 minutes 43 seconds West, along said right-of-way line, a distance of 345.53 feet; thence Northwesterly, along said right-of-way line, along a curve to the right having a radius of 560.00 feet, a central angle of 10 degrees 24 minutes 14 seconds, a distance of 101.69 feet; thence South 65 degrees 04 minutes 05 seconds West, along the Southerly line of Prairiebrooke Village, a subdivision of land in the City of Gardner, Johnson County, Kansas, a distance of 328.11 feet; thence South 90 degrees 00 minutes 00 seconds West, along said Southerly line, a distance of 742.75 feet; thence South 0 degrees 00 minutes 00 seconds East, a distance of 373.61 feet; thence South 89 degrees 48 minutes 37 seconds East, parallel with the South line of the Southwest Quarter of said Section 22, a distance of 662.92 feet; thence South 0 degrees 11 minutes 23 seconds West, a distance of 310.00 feet, to a point on the South line of the Southwest Quarter of said Section 22; thence South 89 degrees 48 minutes 37 seconds East, along the South line of the Southwest Quarter of said Section 22, a distance of 63.61 feet, to the point of beginning; except that part in road.

CF738400000 0T0A
11.7 ac.
CF738400000 0001
1.21 ac.
CF221422-4007
14 ac.
Kill Creek Rd
Pratt St
174th St
174th Ter
CF221422-2002
17.3 ac.
CF221422-2008
9.6 ac.
CF221422-2013
4.4 ac.
175th St
CF221427-1001
127.9 ac.

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

First published in The Legal Record, Tuesday, May 4, 2021.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission of Gardner, Kansas will hold a Public Hearing on Monday, May 24, 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-21-02(PDP-21-02)

A proposed rezoning of approximately 17.66 acres from RP-3 (Planned Garden Apartment) and C-O (Office Building) Districts to R-2 (Two-Family) District and associated preliminary development plan for Enclave at Prairiebrooke, a 31 lot/62 unit duplex community, located at the northwest intersection of Kill Creek Road and 175th Street. (Tax ID CF221422-2002)

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
5/4

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 - CASE NO. Z-21-02 (PDP-21-02)
5/4/21

Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

May 4, 2021

Penny Knight

Notary Public

PENNY KNIGHT
Notary Public-State of Kansas
My Appt. Expires Dec. 31, 2021

L90882
Publication Fees: $11.48

GARDNER KANSAS
Blazing New Trails
BUSINESS & ECONOMIC DEVELOPMENT

May 4, 2021

Dear Property Owner:

The Gardner Planning Commission will hold their regular meeting on **Monday, May 24, 2021, beginning at 7:00 p.m.,** in the **Gardner City Hall, 120 E Main Street**. The following items may be of interest to you:

> **Z-21-02 (PP-21-02):** Rezoning for approximately 17.66 acres from RP-3 (Garden Apartment) & C-O (Office Building) District to R-2 (Two-Family) District with an associated preliminary plat for Enclave at Prairiebrooke, a 31 lot/62 unit duplex development located at the northwest corner of the intersection of 175th & Kill Creek Road (Tax Id's CF221422-2002).

Rezoning requests are considered public hearing items and the public will be given the opportunity to make oral comments on such requests at the meeting. Written comments are welcome and encouraged.

A complete legal description for this property is available at the City of Gardner Business & Economic Development Department at Gardner City Hall, 120 E. Main Street, Monday - Friday from 8:00 a.m. - 5:00 p.m. If you have questions relating to this matter, please contact me at 913-856-0974.

After the Planning Commission makes a recommendation, property owners within 200' of the subject area, 1000' in the county, may submit a protest petition against such recommendation. The protest petition must be filed with the City Clerk, within 14 days of the conclusion of the public hearing. For more information, contact the Business & Economic Development Department.

PLEASE NOTE: If you have recently transferred ownership of your property in the area of this request, or if such property is under a contract purchase agreement, we ask you to please forward this letter to the new owner or the contract purchaser.

Sincerely,

Robert Case
Principal Planner

Enclosure

West 172nd Street
Kill Creek Road
Walter Street
West 74th Street
West 175th Street
West 175th Street
Gardner
GF221422-2007
GF221422-4007
GF221422-2002
GF221422-2013
GF221422-4001
8/26

PLANNING COMMISSION MEETING MINUTES
City of Gardner, Kansas
Council Chambers
May 24, 2021
7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:03 p.m. on Monday May 24, 2021, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Ham
Commissioner Meder
Commissioner McNeer
Commissioner Cooper
Commissioner Jueneman (joined meeting at 7:19 p.m.)

Staff members present:
Robert Case, Principal Planner
David Knopick, Community Development Director
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney (joined meeting 7:12 p.m.)
Matthew Wolff, Finance Director

Item 5. Enclave at Prairiebrooke

a. **Hold a public hearing and consider a rezoning for 17.66 acres from C-O and RP-3 to R-2 District.**
b. **Consider a preliminary plat for Enclave at Prairiebrooke, a 17.66 acres, 31 lot duplex development.**

APPLICANT PRESENTATION

Tim Tucker, Phelps Engineering and Richard Rhodes, LCR Development both were present and available for questions. Mr. Tucker presented a brief overview of the existing zoning and proposed zoning and development.

PUBLIC HEARING

Karg Byung, resident of Olathe, KS inquired if the proposed zoning of CO would be changed.

Mr. Case stated that a portion of the site is zoned CO but the majority is RP-3. There will be no change in zoning of the majority of the current CO district – as it is on another parcel.

Motion made to close the public hearing.

Motion made by McNeer and seconded by Meder.
Motion passes 6-0

STAFF PRESENTATION

Mr. Case presented the information in the staff report for Enclave at Prairiebrooke. The property includes 17.66 acres of land located at the northwest corner of Kill Creek Rd and 175th Street, just north of the Gardner Municipal Airport. The site was annexed on September 5, 2000 and has been rezoned several times, but has remained undeveloped. It was first rezoned from Agriculture to planned district as part of a larger development to include 140.9 acres of single family residential detached homes, row houses, and multi-family housing adjacent to nonresidential development. It was rezoned in 2004 to RP-3 planned two-family residential District as part of an envisioned development to also include office building, planned garden apartment and single-family residential districts. North of the subject property are two parcels zoned RP-3 which are undeveloped. To the east of the property and east of Kill Creek Rd. is the Prairiebrooke Villas parcel zoned RP-3 for a four-plex development and Prairiebrooke Subdivision zoned RP-2 for duplexes. South of the proposed rezoning is the Gardner Airport, which is zone A- Agriculture and west of the property is zoned RP-3 which is undeveloped. The property is currently not platted and in agriculture use. It will be accessed from an existing collector street, Kill Creek Rd and extension of Pratt St. An existing 8" sanitary sewer is located along Kill Creek Road and electric exists along the north side of 175th St. Eight inch water mains are in place along 175th and Kill Creek Rd. The subject parcel contains an existing stream and floodplain.

The parcel is indicated as Low Density Residential future land use on the Future Land Use Plan of the Comprehensive Plan. The Future Land Use Plan has recently been updated for portions of the community, such as the Main Street Corridor and areas around the highway interchanges, but the area of the subject property has not been updated since the adoption of the plan in 2014. The Planning Commission has initiated a potential amendment to the Future Land Use Plan for areas not addressed in other recent plans. The current Future Land Use Plan is not consistent with the current zoning of RP-3 across Kill Creek Road that has been in place since 2004. Low density residential as defined in the plan and the Land Development Code is consistent with single-family, duplex, and triplex uses arranged in a low density format on larger lots with buildings in character with typical single family homes. The preliminary plat includes 31 lots on 9 acres, 3 acres of right-of-way, and 5 acres of open space. There are a total of 62 dwelling units. The staff finds the rezoning to be consistent with the character of neighborhood and consistent with existing planned zoning to the east. It meets changing community needs, promotes infill residential and is compatible with surrounding uses. Staff recommends approval of the rezoning from C-O and RP-3 to R-2 District.

COMMISSION DISCUSSION

Commissioner McNeer asked if the planned development would be rentals or homes sold.

Mr. Richard Rhodes stated the homes are intended to be sold but with the increasing price of building materials it may change by the time homes are built.

Commissioner Cooper inquired about the traffic flow impact to 175th St. with increased population in the area.

Mr. Case explained that the applicants engineer has provided a traffic impact study that has been approved.

Mr. Knopick stated the widening of 175th may be an arterial project conducted by the City in the future but right-of-ways is being dedicated now for that potential.

Motion made after review of Application Z-21-02, a Zoning Map Amendment for parcel CF221422-2002 located at the northwest intersection of 175th Street and Kill Creek Road, and staff report dated March 24, 2021, the Planning Commission recommends the Governing Body approve the request to rezone 17.3 acres from C-O (Office Building) and RP-3 (Planned Garden Apartment) District to R-2 (Two-Family Residential) District.

Motion made by McNeer and seconded by Ham.

Motion passes 5-0-1 Cooper.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 2

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract for the 2021 Cured In Place Pipe (CIPP) Rehabilitation project

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Board/Commission Recommendation:
On June 3, 2021, the Utility Advisory Commission approved a recommendation to City Council to authorize the execution of a contract for the 2021 Cured in Place Pipe (CIPP) Rehabilitation project to SAK Construction, LLC. in an amount not to exceed $399,516.50.

Staff Recommendation:
Staff recommends authorizing the execution of a contract for the 2021 CIPP Rehabilitation project to SAK Construction, LLC., in an amount not to exceed $399,516.50.

Background/Description of Item:
The 2017 Wastewater Master Plan made recommendations for the City of Gardner to adopt and implement an Inflow and Infiltration (I&I) program. The I&I program provides prioritization, procedures, schedules, and planning for the maintenance and rehabilitation of the existing sanitary sewer collection system throughout the community. The I&I program will improve the efficiency of operation and maintenance and reduce capacity utilization by mitigation of rainfall-induced inflow and infiltration from entering the sanitary sewer collection system.

Flow monitoring and field investigations conducted with the I&I program identified the Big Bull 2 sub-basin as a high priority area. Big Bull 2 sub-basin consists of older infrastructure built with Vitrified Clay Pipe (VCP) that has been identified with the City's CCTV inspection program to have multiple defects such as cracks, fractures, offset and broken sections of the clay tile pipe. These defects allow root penetration that create additional maintenance efforts by the city's Line Maintenance, allow rainfall induced inflow and groundwater infiltration to enter the sanitary sewer collection system, and increases the potential of back-ups and sanitary sewer overflows.

Cured In Place Pipe (CIPP) is a trenchless method of rehabilitation where a felt liner saturated and impregnated with polystyrene resin is inverted into the existing pipe from one manhole to the next manhole. The liner is then inflated to form a new pipe within the existing pipe and cured using hot water or steam, forming a new pipe extending the entire length between manholes. The existing service connections are reinstated using a robotic cutter system. This new seamless pipe eliminates the locations where existing defects existed allowing roots and I&I to enter the collections system.

Bidding Process:
An Invitation for Bid for the 2021 CIPP Rehabilitation project was advertised on the City's Website, Drexel online plan room, and *The Legal Record* on April 27, 2021. A total of five (5) bids were

received and opened on May 18, 2021 with SAK Construction, LLC. being the lowest responsible bidder with a bid of $399,516.50.

Financial Impact:
The City budgets $300,000 annually for Inflow and Infiltration mitigation projects in the Wastewater Fund. The City did not expend all of the $300,000 budgeted for the program in 2020. Funding for the 2021 CIPP Rehabilitation project will come from combining the 2021 budgeted amount with the remaining funds from the 2020 budget.

Attachments included:

a. Agreement between City and Contractor
b. June 3, 2021 UAC Meeting Minutes Excerpt
c. 2021 CIPP Rehabilitation Bid Tab

Suggested Motion:
Authorize the execution of a contract for the 2021 CIPP Rehabilitation project to SAK Construction, LLC., in an amount not to exceed $399,516.50.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this _____ day of _____, 2021 by and between the City of Gardner, Kansas, [hereinafter "City"], and **SAK Construction, LLC**, [hereinafter referred to as "Contractor"] for the construction of the following described work: **2021 Cured In Place Pipe (CIPP) Rehabilitation** known as City of Gardner Project No. **WW-1706.**

RECITALS

WHEREAS, the City desires to construct and complete Project No. **WW-1706.**

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

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. **WW-1706**, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the **2021 Cured In Place Pipe (CIPP) Rehabilitation, WW-1706.**

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

AGREEMENT

1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. **WW-1706**. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

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

1.3 Assigned Personnel.

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

b. With respect to this Agreement, the Contractor shall employ the following key personnel to be onsite during the entirety of the project: Danny Brown

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

c. The Contractor shall designate Brent Adams as Principal (**Phone #** 816-550-0622 / **Email** badams@sakcon.com on the Project. As Principal on this project, this person shall be the primary contact with the City's Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of Principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

d. City shall designate **Ric Gere, Utilities Staff Engineer, 913.568.8123, rgere@gardnerkansas.gov** as the City's Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost.

2.0 Commencement of Contract Time; Notice to Proceed.

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

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

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

3.0 Time of Performance.

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

3.2 Progress Schedule

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

3.3 Computation of Time.

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

3.4 Changes in Contract Time.

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor

expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, and weather conditions or otherwise.

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

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

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date for each phase of the project, shall be charged against the Contractor 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). The assessed amount for each phase of the project shall be the liquidated damages from the schedule above using the contract amount for the items included within each phase.

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

c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue

administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of **$ 399,516.50**.

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

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

4.3 All invoices should be sent to **City of Gardner, Utilities Department, 1150 E. Santa Fe Street, Gardner, KS 66030 Attn: Ric Gere.**

4.4 Right to Withhold Payment:

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

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

5.0 Substantial Completion.

5.1 When Contractor considers the Work within each phase of the project ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the Work is substantially complete for each phase and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially

complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

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

6.0 Partial Utilization of Work by City.

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

7.0 Completion and Final Payment.

7.1 Contractor shall have 75 calendar days to complete work from day after date of Award by the City or as stipulated in Notice to Proceed.

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

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

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

7.5 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

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

10.0 Warranty and Defective or Unacceptable Work.

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

remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

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

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

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

12.0 Termination.

12.1 Right of City to Terminate Contract.

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

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

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

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

14.0 Bonds.

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

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

notified of such Change Order or written amendment and to have expressly consented thereto.

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

15.0 Insurance.

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

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

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

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

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

- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the

Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

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

15.2 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

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

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

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

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

AND

3) Carries at least a Class X financial rating.

OR

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

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

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

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

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

19.0 Accessibility.

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

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

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

22.0 Independent Contractor.

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

23.0 Compliance with Laws.

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

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

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

To City: **City of Gardner**
Attn: Ric Gere
1150 E. Santa Fe Street
Gardner, KS 66030

To Contractor:

27.0 Amendments.

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

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

a. Field Order;
b. Engineer's review and approval of a Show Drawing or Sample;
c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

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

29.0 Remedies are not Exclusive.

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

30.0 No Third Party Beneficiaries.

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

31.0 Force Majeure.

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

32.0 Titles.

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

33.0 Negotiations.

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

34.0 Costs and Attorneys Fees.

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

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

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

37.0 Incorporation of Appendices.

Appendix A - Big Bull 2 Basin Sewer Main Rehab plans are attached hereto and made a part hereof as if fully set out herein.

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2021.

CITY OF GARDNER, KANSAS

_____
James Pruetting, City Administrator

ATTEST:

_____
Sharon Rose, City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

CONTRACTOR

_____
(Name, Title)
Joseph Feuerborn, Vice President

ADDENDUM No. 1

2021 Cured In Place Pipe (CIPP) Rehabilitation

Date: Tuesday, May 4, 2021

City Project No: **WW 1706**

This document represents **ADDENDUM NO. 1** for the above referenced project and includes modifications to the Contract Documents.

---

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

The City approves the method of trenchless technology for rehabilitation of the existing sanitary sewer gravity pipeline using PVC Thermoformed (Fold and Form) for this project.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:

The following changes apply to the Project Specification section.

Add the attached document for **PIPE REHABILITATION BY THERMOFORMED (FOLD AND FORM) PIPE METHOD** to the PROJECT SPECIFICATIONS section of the Contract Documents.

In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid submitted**. Failure to submit original copy of this addendum will result in rejection of bid and OWNER'S selection of the next low qualified bidder.

Company Name: SAK Construction, LLC

Name: Jerome P. Shaw, Jr., President

Signature: _____ Date: May 17, 2021

ADDENDUM No. 2

2021 Cured In Place Pipe (CIPP) Rehabilitation

Date: Monday, May 10, 2021

City Project No: **WW 1706**

This document represents **ADDENDUM NO. 2** for the above referenced project and includes modifications to the Contract Documents.

---

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

- The City will require qualifications for the method of trenchless technology for rehabilitation of the existing sanitary sewer gravity pipeline using PVC Thermoformed (Fold and Form) for this project.
- The City has available PDF maps with property addresses for the project area. Please request copies of these maps via email at rgere@gardnerkansas.gov
- The flows in Big Bull 2 sub-basin where the project is located have been monitored in 2018 and the cumulative flow at the most downstream location is approximately 58,000 gallons per day on average during dry weather.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:

- **Pipe Rehabilitation By Thermoformed (Fold and Form) Pipe Method Project Specification section: (provided in Addendum #1)**

Add the following:

Section 3.7 Qualifications

Manufacturer: Company specializing in manufacturing products specified in this section with minimum of five (5) years' experience.

Installer: Company specializing in performing work of this section shall provide documentation of licensing and training by the Manufacturer and experience of a minimum of 50,000 lf of installation in sanitary sewer gravity mains.

In lieu of minimum installation experience, the Installer shall provide documentation of licensing and training from the Manufacturer and documentation of the Manufacturer's training program requirements and procedures to be a Certified Installer. In addition, the Manufacturer shall provide a qualified trainer/technician on site for supervision during the project to provide any training, assistance, and technical information for a minimum of 40hrs.

GARDNER
KANSAS

MODIFICATIONS TO THE CONTRACT DOCUMENTS: (continued)

- **Measurement and Payment, Bid Alternate Items, Item MP-5 Point Repair**
  Replace the first sentence in Paragraph A with the following:
  "Point Repairs" shall be each location of where collapse, offset or other obstruction requiring excavation to access and make necessary repairs to allow installation of CIPP measuring up to 5 feet from center point of repair along the pipes in all directions.

In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid submitted**. Failure to submit original copy of this addendum will result in rejection of bid and OWNER'S selection of the next low qualified bidder.

Company Name: SAK Construction, LLC

Name: Jerome P. Shaw, Jr., President

Signature: _____ Date: May 17, 2021

ADDENDUM No. 3

2021 Cured In Place Pipe (CIPP) Rehabilitation

Date: Thursday, May 13, 2021

City Project No: **WW 1706**

This document represents **ADDENDUM NO. 3** for the above referenced project and includes modifications to the Contract Documents.

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

- The City provided Addendum #1 to include specifications for Thermaform pipe method and materials for rehabilitation. It is the intent of the City to include the Thermaform specifications in addition to and NOT replacement of the original CIPP Specifications. The Contractor bidding the project can choose either method for rehabilitation.
- Access to locations where point repairs are determined from the pre-inspection CCTV is the responsibility of the Contractor to coordinate with the property owner. The City does have easement along the sanitary sewer main, but does not have any agreements with property owners to gain access through each individual property for the project. The City will require the Contractor to be in communication with the City for notification of property owners of work being conducted and if there are any potential issues relating to the project. If the Contractor is unable to contact property owner or is made aware of any issues accessing the sanitary sewer, the City will attempt to assist Contractor in coordination efforts with the property owners to be granted access.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:

Pipe Rehabilitation By Cured-In-Place Pipe Liner (CIPP) Method Project Specification section:

Delete Section 2.3 Structural Requirements, Sub-Section A in entirety, and replace with the following:

A) The CIPP design shall assume no bonding to the original pipe wall. CIPP liner must use the thickness provided in following table for the corresponding original pipe diameter for this project.

Original Pipe Diameter (in)	Nominal Tube Thickness (mm)
8	6.0
10	7.5

In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid submitted**. Failure to submit original copy of this addendum will result in rejection of bid and OWNER'S selection of the next low qualified bidder.

Company Name: SAK Construction, LLC

Name: Jerome P. Shaw, Jr. President

Signature: Jerome P. Shaw Jr.

Date: May 17, 2021

SAK™
Pipeline Infrastructure. Solved.™

636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

March 9, 2021

To Whom It May Concern:

Boyd Hirtz, Vice President and General Manager of our CIPP Division is hereby authorized to sign bids, extend offers, submit proposals and execute contracts on behalf of SAK Construction, LLC.

Jerome P. Shaw, Jr.
President
SAK Construction, LLC

State of Missouri)

County of St. Charles)

On this 9th day of March, in the year 2021, before me, Barbara Marler, a notary public, personally appeared, Jerome P. Shaw, Jr. proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

Barbara Marler
NOTARY PUBLIC

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

SEAL

PROPOSER'S AFFIDAVIT

PROJECT # PW-2105

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: SAK Construction, LLC

Address: 864 Hoff Road

City/State/Zip: O'Fallon / MO / 63366

Contact Person: Jerome P. Shaw, Jr.

Phone: 636.385.1000 Email: bidcippc@sakcon.com

Federal ID #: 20-4193988

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☒ ~~Corporation~~ ☐ Joint Venture
Limited Liability Company

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

A. He/she is an officer of the organization.
B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
C. The Proposer complies with all of the requirements of the Bid.
D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):
   Addendum No.: 1 Dated: 05/04/21
   Addendum No.: 2 Dated: 05/10/21
   Addendum No.: 3 Dated: 05/13/21

Authorized Signature: [signature] Date: May 17, 2021
(Title)
Jerome P. Shaw, Jr., President

Subscribed and sworn to before me this 17 day of May, 2021 by personally known.

Barbara Marler
(Signature of Notary Public)

(seal, if any)

My commission expires: 12/19/22

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

All Bid Pricing is to be in accordance with all Conditions and Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

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.

Estimated Quantities Base Bid					
Item No.	Item	Qty.	Units	Unit Cost	Total
1	Mobilization	1	LS	$1,850.00	$1,850.00
2	Force Account	1	LS	$15,000.00	$15,000.00
3	CIPP – 8"	9,954	LF	$22.00	$218,988.00
4	CIPP – 10"	2,969	LF	$26.50	$78,678.50
				Total Base Bid	$314,516.50
Estimated Quantities Alternate Bid Item					
5	Point Repair	10	EA	$8,025.00	$80,250.00
6	Remove Lamp Hole and Replace w/ 4ft Dia. Manhole	1	EA	$4,750.00	$4,750.00
				Total	$85,000.00
				Base Bid w/ Alternate	$399,516.50

AWARD OF CONTRACT: It is understood and agreed that the contract will be awarded on the basis of the total bid amount at the discretion of the City Council.The owner reserves the right to add or delete construction work after the bids are opened due to budgetary requirements.

TIME FOR COMPLETION: Contractor shall have 60 days to complete work.

Additional time will be allowed for any net addition of work. This time will be calculated by dividing the cost of the added work by the overall cost of the project (minus the lump sum items) and then multiplying by the overall days allowed for the project.

Authorized Signature: _____ Date: May 17, 2021

Name and Title: Jerome P. Shaw, Jr., President of SAK Construction, LLC

Subscribed and sworn to before me this 17 day of May, 2021 by personally known.

Barbara Marler
(Signature of Notary Public)

(seal, if any)

My commission expires: 12/19/22

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

GARDNER KANSAS

MAINTENANCE BOND

PROJECT WW-1706 BOND#107432152

KNOW ALL MEN BY THESE PRESENTS:

That we, SAK Construction, LLC as the "Principal," hereinafter referred to as "Contractor," and Travelers Casualty and Surety Company of America as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of Connecticut 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 Three Hundred Ninety Nine Thousand Five Hundred Sixteen & 50/100 Dollars ($399,516.50) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THIS BOND are such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with City to construct certain improvements referred to as **2021 Cured In Place Pipe (CIPP) Rehabilitation, Project WW-1706** 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.

The Contractor, upon completion of the Agreement and upon acceptance by the City of Gardner, in accordance with the Contract Documents, approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date that each City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Agreement or other Contract Documents, Specifications and Plans, to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.

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 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.

PROVIDED, that 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.

PROVIDED, FURTHER, that if said Contractor fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed and sealed this _____ day of _____, 2021.

SAK Construction, LLC
864 Hoff Road, O'Fallon, MO 63366
[Contractor/Principal]

[SEAL]

Joseph Feuerborn
Vice President [Title]

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact] Andrew P. Thome, Attorney-In-Fact

By: Kevin D. Kalish
[Kansas Agent] Kevin D. Kalish, Kansas Resident Agent

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

ACKNOWLEDGMENT FOR CONTRACTOR

ACKNOWLEDGMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI
COUNTY OF ST. CHARLES

ON THE _____ DAY OF_____, _____, BEFORE ME PERSONALLY APPEARED Joseph Feuerborn TO ME KNOWN AND KNOWN TO ME TO BE THE Vice President OF SAK CONSTRUCTION, LLC, A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

Barbara Marler
NOTARY PUBLIC

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

State of **Missouri**
County of **St. Louis**

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

_____
Dana A. Johnessee, Notary Public

DANA A JOHNESSEE
Notary Public – Notary Seal
State of Missouri, St. Louis County
Commission # 13516439
My Commission Expires Sept. 20, 2021

My Commission Expires: _____

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 239,403,348	UNEARNED PREMIUMS	$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	$2,534,855,020
		CAPITAL STOCK	$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	$2,091,034,607
TOTAL ASSETS	$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	$4,625,889,627

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

GARDNER KANSAS

PERFORMANCE BOND

PROJECT WW-1706

BOND#107432152

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned of SAK Construction, LLC, as Principal, hereinafter referred to as the "Contractor," and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Kansas, hereinafter referred to as the "Surety," are held and firmly bound unto the CITY OF GARDNER, KANSAS, hereinafter referred to as "City," in the penal sum of Three Hundred Ninety Nine Thousand Five Hundred Sixteen and 50/100 Dollars ($399,516.50), lawful money of the United States of America, for the payment of which sum, well and 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 Agreement 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 **2021 Cured In Place Pipe (CIPP) Rehabiliation, WW-1706**, 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 attached hereto and made a part hereof.

NOW THEREFORE, if said Contractor shall and will, in all particulars promptly and faithfully perform and abide by each and every covenant, condition, and part of said 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, and if said Contractor shall replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED, if said Contractor fails in any particulars to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Agreement and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two (2) years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation; liability and otherwise, or any other supplies or materials used or

consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED, FURTHER, that the said 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, plans or other documents 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, plans and other documents.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said 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.

SAK Construction, LLC
864 Hoff Road, O'Fallon, MO 63366
[Contractor/Principal]

[SEAL]

Joseph Feuerborn
Vice President [Title]

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact] Andrew P. Thome, Attorney-In-Fact

By: Kevin D. Kalish
[Kansas Agent] Kevin D. Kalish, Kansas Resident Agent

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

ACKNOWLEDGMENT FOR CONTRACTOR

ACKNOWLEDGMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI
COUNTY OF ST. CHARLES

ON THE _____ DAY OF_____, _____, BEFORE ME PERSONALLY APPEARED Joseph Feuerborn TO ME KNOWN AND KNOWN TO ME TO BE THE Vice President OF SAK CONSTRUCTION, LLC, A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

Barbara Marler
NOTARY PUBLIC

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

State of **Missouri**
County of **St. Louis**

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Dana A Johnessee

_____
Dana A. Johnessee, Notary Public

DANA A JOHNESSEE
Notary Public – Notary Seal
State of Missouri, St. Louis County
Commission # 13516439
My Commission Expires Sept. 20, 2021

My Commission Expires: _____

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 239,403,348	UNEARNED PREMIUMS	$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	$2,534,855,020
		CAPITAL STOCK	$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	$2,091,034,607
TOTAL ASSETS	$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	$4,625,889,627

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

GARDNER KANSAS

STATUTORY PAYMENT BOND

PROJECT WW-1706 BOND#107432152

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, SAK Construction, LLC of O'Fallon, MO, hereinafter referred to as "Contractor", and Travelers Casualty and Surety Company of America a corporation organized under the laws of the State of Connecticut, 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 Three Hundred Ninety Nine Thousand Five Hundred Sixteen and 50/100 Dollars ($399,516.50), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, or 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, entered into an Agreement with the City of Gardner, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor and constructing Project: **2021 Cured In Place Pipe (CIPP) Rehabilitation, WW-1706**, described in the attached Agreement, Contract Documents, Specifications, Plans, and other documents on file in the office of the City Clerk of Gardner, Kansas.

NOW, THEREFORE, if the CONTRACTOR and his SUBCONTRACTORS shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in, or about the construction or making of, public improvements, including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvements described in the above-mentioned Agreement and Contract Documents, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement and the Contract Documents or to the work to be performed thereunder, or the Specifications or Plans accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, Contract Documents or to the Specifications or Plans.

PROVIDED FURTHER, that the surety agrees that any person to whom there is due any sum for supplies, materials, or labor, as herein before stated, or his assigns, may bring an action on this bond for the recovery of the indebtedness; PROVIDED, that no action shall be brought on the bond after six (6) months from the completion of said public improvements.

PROVIDED FURTHER, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this

bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the CONTRACTOR has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its attorney-in-fact duly authorized to do so at _____ on this, the day of _____, 2021.

SAK Construction, LLC
864 Hoff Road, O'Fallon, MO 63366
[Contractor/Principal]

[SEAL]

Joseph Feuerborn
Vice President [Title]

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact] Andrew P. Thome, Attorney-In-Fact

By: _____
[Kansas Agent] Kevin D. Kalish, Kansas Resident Agent

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars ($100,000) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

ACKNOWLEDGMENT FOR CONTRACTOR

ACKNOWLEDGMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI
COUNTY OF ST. CHARLES

ON THE _____ DAY OF_____, _____, BEFORE ME PERSONALLY APPEARED Joseph Feverborn TO ME KNOWN AND KNOWN TO ME TO BE THE Vice President OF SAK CONSTRUCTION, LLC, A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

Barbara Marler
NOTARY PUBLIC

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2022
Commission Number: 14126252

State of **Missouri**
County of **St. Louis**

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Dana A. Johnessee, Notary Public

DANA A JOHNESSEE
Notary Public – Notary Seal
State of Missouri, St. Louis County
Commission # 13516439
My Commission Expires Sept. 20, 2021

My Commission Expires: _____

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

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FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 239,403,348	UNEARNED PREMIUMS	$ 1,121,070,380
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STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
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OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
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OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	$2,534,855,020
		CAPITAL STOCK	$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	$2,091,034,607
TOTAL ASSETS	$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	$4,625,889,627

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

Susan M. Weissleder

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
+1 314 594 2700
MarshMMA.com

May 19, 2021

City of Gardner
1150 E. Santa Fe St
Gardner, KS 66030

Re: SAK Construction, LLC
2021 Cured In Place Pipe (CIPP) Rehabilitation WW-1706
Contract Price $399,516.50
Bond No. 107432152

To Whom It May Concern:

The Maintenance Bond, Performance Bond & Statutory Payment Bond covering the above captioned project were executed by this agency through Travelers Casualty and Surety Company of America insurance company on May 19, 2021.

We hereby authorize the City of Gardner, KS to date the bonds to coincide with the date of the contract.

If you should have any questions or concerns, please call me at (314) 594-2700.

Sincerely,

Andrew P. Thome, Attorney-In-Fact for
Travelers Casualty and Surety Company of America

State of Missouri ss:
County of St. Louis

On **MAY 19, 2021** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

DANA A JOHNESSEE
Notary Public – Notary Seal
State of Missouri, St. Louis County
Commission # 13516439
My Commission Expires Sept. 20, 2021

My Commission Expires _____

DANA A. JOHNESSEE
Notary Public

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19** day of **May** **2021**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

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STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

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Michael J. Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J.W. Terrill, a Marsh & McLennan Agency LLC co
825 Maryville Centre Drive
Suite 200
Chesterfield MO 63017

CONTACT NAME: Diane Stiehl, CISR
PHONE (A/C, No, Ext): (314) 594-2719 FAX (A/C, No): (888) 307-1561
E-MAIL ADDRESS: dstiehl@jwterrill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Company	23396
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SAK Construction, LLC
864 Hoff Rd
O'Fallon MO 63366

COVERAGES **CERTIFICATE NUMBER:** 2045719068 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP20635771102	8/2/2020	8/2/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA20635761102	8/2/2020	8/2/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			1000585238201	8/2/2020	8/2/2021	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC20635781202	8/2/2020	8/2/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented Equipment			C5086483224	8/2/2020	8/2/2021	$5,000 Deductible	1,000,000/per occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2021 Cured In Place Pipe (CIPP) Rehabilitation, City of Gardner Project No. WW-1706
City of Gardner Utilities Department is included as an Additional Insured for General Liability with respect to work performed by the Named Insured, if required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
A 60 day notice of cancellation will be given to the named Certificate Holder, for reasons other than non-payment of premium or Insured's request. This 60 day notice of cancellation only applies to General Liability.

CERTIFICATE HOLDER

City of Gardner Utilities Department
1150 E. Santa Fe Street
Gardner KS 66030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Erin Patterson

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SAK Construction, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
864 Hoff Road

Requester's name and address (optional)

6 City, state, and ZIP code
O'Fallon, MO 63366

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
2 0 – 4 1 9 3 9 8 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Barb Marler **Date ▶** 5/21/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2021-13
June 3, 2021

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on June 3, 2021, at City Hall. Present were Chairperson Kristina Harrison, Vice-Chairperson Jake Wells, Commissioner Gary Williams, Commissioner Barbara Coleman, Utilities Department Director Gonzalo Garcia, Staff Engineer Ric Gere and Administrative Assistant Erin Groh. Commissioner Bryce Augustine was not in attendance.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairperson Kristina Harrison.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. **Standing approval of the minutes as written for the May 6, 2021, meeting of the Utility Advisory Commission.**

Motion by Commissioner Coleman, seconded by Vice-Chair Wells, to approve the Consent Agenda.

Motion carried 4-0 Aye

NEW BUSINESS

1. **Consider a recommendation to the City to award a five year service contract to Asplundh Tree Expert, LLC in an amount not to exceed $55,000.00 per year, for five years for the 2021-2025 Electric Line Clearance Tree Trimming Program.**

Director Garcia presented the staff report. Beginning in 2010, the city implemented a tree trimming program. This was due to having several outages due to tree limbs. During the past few years, the city has had a four year contract for tree trimming so in order to make it a little more efficient, staff would like to make it a five year contract. Seven companies requested bid documents after an Invitation to Bid was posted and only one company submitted a bid, which was Asplundh. The city has had a contract with Asplundh for the past eight years or so. The area that is trimmed around town rotates every year.

Motion by Commissioner Coleman, seconded by Vice-Chair Wells, to forward the recommendation to the City Council to award a five year service contract to Asplundh Tree Expert, LLC in an amount not to exceed $55,000.00 per year, for five years for the 2021-2025 Electric Line Clearance Tree Trimming Program.

Motion carried 4-0 Aye

2. **Consider a recommendation to the City Council to award a contract for the 2021 Cured in Place Pipe (CIPP) Rehabilitation project for the amount of $399,516.50.**

Director Garcia presented the staff report. After an I&I (Inflow & Infiltration) study, it was determined that currently the most issues are on the public side and not many on the private side. In order to address the public issues (from cracks, fractures, offsets, broken sections in pipe), staff did an Invitation for Bids for Cured in Place Pipe in which you can coat or line the interior of the pipe, instead of having to dig the pipe

out, which is a much more effective way. Utilities received five bids and after staff reviewed bids and evaluated contractors, staff selected SAK. The bid was for $399,516.50. Utilities has $600,000 this year to do repairs related to I&I.

Ric Gere, Utilities Staff Engineer answered some questions that commissioners had. Commissioner Williams asked what is lined in the pipe and Gere responded that it is lined with a poly-resin felt and is inverted with air or water and then cured with steam or hot water. It takes a clay pipe and makes it more like a new PVC pipe. Gere said you may lose a small amount of diameter in the pipe but it will increase the flow. The design life is approximately 50-60 years. Chair Harrison asked what the timeframe is to complete the work and Commissioner Coleman said that it is 60 days per the contract. Gere said SAK is hoping to be done by the end of August depending on weather. Vice-Chair Wells asked if this effort is for a certain targeted area and Gere responded that this work will take place in the Big Bull Creek 2 sub-basin which is a high-priority area.

Motion by Commissioner Coleman, seconded by Vice-Chair Wells, to forward the recommendation to the City Council to award SAK Construction, LLC for the 2021 Cured in Place Pipe (CIPP) Rehabilitation contract in the amount not to exceed the amount of $399,516.50.

Motion carried 4-0 Aye

3. Consider a recommendation to the City Council implement a Utility Rebate Program.

Director Garcia presented the staff report. In 2010, the city offered a program to new residents where they could get a set of LED light bulbs at City Hall with the incentive of conserving energy. In 2017, the UAC asked if there was any programs that the city sponsored so Garcia did some research and at that time there wasn't a program that the city was offering. At that time the UAC didn't take any action to start a program. After extensive discussion with the UAC about starting a rebate program in 2020, Garcia researched some different program ideas like thermostats, LED bulbs, smart power strips and water irrigation controllers. Garcia recently contacted Home Depot and Ace Hardware to see if they would want to partner with Gardner on a rebate program. Both companies are willing to work with the city and so Garcia stated he would like to get a buy-in from City Council before more details are worked out on the program. At the May 6 UAC meeting it was discussed by Garcia that after talking with Home Depot and Ace Hardware that thermostats and LED bulbs would be what the rebate program should probably start with. Garcia would like to request from Council that $25,000 be used from the Electric fund and $7,500 from the Water fund.

Motion by Vice-Chair Wells, seconded by Commissioner Coleman, to forward a recommendation to the City Council to authorize implementing a pilot Utility Rebate Program for 2021 to be funded by the Electric Fund in the amount of $25,000 and by the Water fund in the amount of $7,500.

Motion carried 4-0 Aye

PROJECT UPDATES

Director Garcia gave a brief update of the Hillsdale Water Treatment Plant Expansion and said that they had a progress meeting earlier in the day and substantial completion will be on June 24th. By that date water will be able to be produced in the new expansion. Currently the water usage is 2.8 million gallons per day.

Wells asked if the city plans to allow residents to look at data from the smart meters on an app. Garcia said that there was a new type of software that Nexgrid implemented and so it should be ready in the next couple months, possibly end of June or early July. Wells asked how often the data read is. Garcia said that for water it is every 4-5 hours and for electric the read is every 15 minutes.

2021 Cured In Place Pipe (CIPP) Rehabilitation

Tuesday, May 18, 2021

				SAK		Insituform Technologies		Municipal Pipe Tool Co., LLC.		Mayer Specialty Services LLC.		Visu-Sewer, Inc.	
ITEM	**DESCRIPTION**	**QUANTITY**	**UNITS**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1	MOBILIZATION	1	LS	$1,850.00	$1,850.00	$3,775.00	$3,775.00	$37,500.00	37,500.00	$10,000.00	$10,000.00	$21,585.00	$21,585.00
2	FORCE ACCOUNT	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
3	CIPP - 8"	9,954	LF	$22.00	$218,988.00	$25.00	$248,850.00	$24.25	241,384.50	$23.55	$234,416.70	$24.00	$238,896.00
4	CIPP - 10"	2,969	LF	$26.50	$78,678.50	$27.00	$80,163.00	$26.50	78,678.50	$29.00	$86,101.00	$30.25	$89,812.25
			BASE BID TOTAL		**$314,516.50**		**$347,788.00**		**$372,563.00**		**$345,517.70**		**$365,293.25**
5	POINT REPAIR	10	EA	$8,025.00	$80,250.00	$5,500.00	$55,000.00	$5,512.50	55,125.00	$9,208.00	$92,080.00	$16,355.00	$163,550.00
6	REM. LAMP HOLE & REPLC W/ 4FT DIA MH	1	EA	$4,750.00	$4,750.00	$5,000.00	$5,000.00	$5,040.00	5,040.00	$5,850.00	$5,850.00	$7,425.00	$7,425.00
			ALTERNATE TOTAL		**$85,000.00**		**$60,000.00**		**$60,165.00**		**$97,930.00**		**$170,975.00**
			BASE BID w/ ALTERNATE TOTAL		**$399,516.50**		**$407,788.00**		**$432,728.00**		**$443,447.70**		**$536,268.25**

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 3

MEETING DATE: JUNE 21, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the implementation of a Pilot Utilities Rebate Program for 2021 to be funded from the Electric Fund and from the Water Fund

Strategic Priority: Electric and Water Fund

Department: Utility Department – Electric/Water Division

Board/Commission Recommendation:
On June 3, 2021, the Utility Advisory Commission approved a recommendation to City Council to authorize the implementation of a Pilot Utilities Rebate Program for 2021 to be funded by the Electric Fund in the amount of $25,000 and the Water Fund in the amount of $7,500.

Staff Recommendation:
Staff recommends authorizing the implementation of a Pilot Utilities Rebate Program for 2021 to be funded by the Electric Fund, $25,000, and by the Water Fund, $7,500.

Background/Description of Item:
On November 2, 2017, UAC discussed how utility rebates and incentives are funded and administered. Director Garcia said that staff would research potential government-funded utility incentives and rate programs. On December 7, 2017, Director Garcia reported on his research of various utility rebate programs used by municipalities and utility companies as requested. He found rebate programs for water heaters, energy use assessments, heat pump installations, insulation installations, smart thermostat installations, and LED bulb installations. Such rebate programs are funded by the municipalities or utility companies themselves, or through the use of grants. No action was taken. In the early 2010s, the City provided a set of LED bulbs to new electric customers to incentivize energy conservation.

Last year, Ecologix presented rebate programs ranging from LED lights, smart thermostats to insulation, heating, and cooling to the Utility Advisory Commission. After an extensive discussion, UAC requested that staff look into a rebate program for thermostats, LED bulbs, power strips, and water irrigation controllers.

Staff reviewed the rebate program resources provided by Ecologix and others, and found the following:

a. Thermostats: most offer a $50-$75 rebate for the purchase of a smart thermostat.
b. LED bulbs: most utilities provide incentives for commercial customers but smaller utilities still provide rebate programs for residential customers anywhere between $1-$5 per LED bulb with a limit of 12 LED bulbs.
c. Power strips: rebates range between $10 - $20.
d. Water irrigation controllers:
   Arizona: Up to $200
   Colorado: $75
   New Mexico 25% of cost up to $100

Nevada: 50% of cost up to $200
North Carolina: 50% of cost up to $200
South Dakota: $80
Texas: 50% of cost up to $125

Staff has contacted Home Depot and Ace Hardware gauge interest in participating and assisting with the program. They have recommended using a coupon-based instant discount, then they will invoice the City for the discount.

The attached table summarizes the rebate program. Before developing the program details and conducting further talks with Home Depot and/or Ace Hardware, staff requests direction from the City Council.

Rebate	Customer Type	Rebate Program Description	Program Dates	Eligible Product	Website for Details
Smart Thermostat	Residential	25% of the purchase price up to $75. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021.	TBD	TBD
Smart Irrigation Controller	Residential	25% of the purchase price up to $100. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD
LED Bulb	Residential	$2 per bulb up to 12 bulbs per household. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD
Smart Power Strip	Residential	Up to $20. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD

Financial Impact:
Expense to be funded by Electric and Water Funds.

Attachments included:

a. UAC Staff Report
b. UAC Meeting Minutes

Suggested Motion:
Authorize the implementation of a Pilot Utilities Rebate Program for 2021 to be funded by the Electric Fund in the amount of $25,000 and the Water Fund in the amount of $7,500.

UTILITY ADVISORY COMMISSION STAFF REPORT **NEW BUSINESS ITEM #3**
MEETING DATE: **JUNE 3, 2021**
STAFF CONTACT: **GONZ GARCIA, UTILITIES DIRECTOR**

AGENDA ITEM: Consider a recommendation to the City Council to implement a Utility Rebate Program

---

Background:

In the early 2010s, the City provided a set of LED bulbs to new electric customers to incentivize energy conservation.

On November 2, 2017, UAC discussed how "utility rebates and incentives" are funded and administered. Director Garcia said that he would try to research potential government-funded utility incentives and rate programs. On December 7, 2017, Director Garcia reported on his research of various utility rebate programs used by municipalities and utility companies that was requested by Commissioner Learned. He found rebate programs for water heaters, energy use assessments, heat pump installations, insulation installations, smart thermostat installations, and LED bulb installations. He noted that such rebate programs were funded by the municipalities or utility companies themselves, or through grants they obtained. No action was taken.

Last year, Ecologix presented to the Utility Advisory Commission rebate programs ranging from LED lights, smart thermostats to insulation, heating, and cooling.

After an extensive discussion, UAC directed Utilities Director to look into a rebate program for thermostats, LED bulbs, power strips, and water irrigation controllers.

Staff reviewed the rebate program resources provided by Ecologix and others, and found the following:

a. Thermostats: most offer a $50-$75 rebate for the purchase of a smart thermostat.

b. LED bulbs: most utilities provide incentives for commercial customers but smaller utilities still provide rebate programs for residential customers anywhere between $1-$5 per LED bulb with a limit of 12 LED bulbs.

c. Power strips: rebates range between $10 - $20.

d. Water irrigation controllers:
   Arizona: Up to $200
   Colorado: $75
   New Mexico 25% of cost up to $100
   Nevada: 50% of cost up to $200
   North Carolina: 50% of cost up to $200
   South Dakota: $80
   Texas: 50% of cost up to $125

Staff has contacted Home Depot and Ace Hardware to see if they can participate and assist the City with the program. They have recommended using a coupon-based instant discount, then the store will invoice the City for the discount.

The attached table summarizes the rebate program. Before developing the program details and further talks with Home Depot and/or Ace Hardware, Staff would like to seek buy-in from City Council.

Rebate	Customer Type	Rebate Program Description	Program Dates	Eligible Product	Website for Details
Smart Thermostat	Residential	25% of the purchase price up to $75. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021.	TBD	TBD
Smart Irrigation Controller	Residential	25% of the purchase price up to $100. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD
LED Bulb	Residential	$2 per bulb up to 12 bulbs per household. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD
Smart Power Strip	Residential	Up to $20. City will provide a coupon for the rebate. Must call first to get pre-approval.	Ends December 31, 2021	TBD	TBD

Before developing the program details and further talks with Home Depot and/or Ace Hardware, Staff would like to seek buy-in from City Council.

Staff Recommendation:

Approve a recommendation to the City Council to authorize implementing a Pilot Utilities Rebate Program for 2021 to be funded by the Electric Fund, $25,000, and by the Water Fund, $7,500.

out, which is a much more effective way. Utilities received five bids and after staff reviewed bids and evaluated contractors, staff selected SAK. The bid was for $399,516.50. Utilities has $600,000 this year to do repairs related to I&I.

Ric Gere, Utilities Staff Engineer answered some questions that commissioners had. Commissioner Williams asked what is lined in the pipe and Gere responded that it is lined with a poly-resin felt and is inverted with air or water and then cured with steam or hot water. It takes a clay pipe and makes it more like a new PVC pipe. Gere said you may lose a small amount of diameter in the pipe but it will increase the flow. The design life is approximately 50-60 years. Chair Harrison asked what the timeframe is to complete the work and Commissioner Coleman said that it is 60 days per the contract. Gere said SAK is hoping to be done by the end of August depending on weather. Vice-Chair Wells asked if this effort is for a certain targeted area and Gere responded that this work will take place in the Big Bull Creek 2 sub-basin which is a high-priority area.

Motion by Commissioner Coleman, seconded by Vice-Chair Wells, to forward the recommendation to the City Council to award SAK Construction, LLC for the 2021 Cured in Place Pipe (CIPP) Rehabilitation contract in the amount not to exceed the amount of $399,516.50.

Motion carried 4-0 Aye

3. Consider a recommendation to the City Council implement a Utility Rebate Program.

Director Garcia presented the staff report. In 2010, the city offered a program to new residents where they could get a set of LED light bulbs at City Hall with the incentive of conserving energy. In 2017, the UAC asked if there was any programs that the city sponsored so Garcia did some research and at that time there wasn't a program that the city was offering. At that time the UAC didn't take any action to start a program. After extensive discussion with the UAC about starting a rebate program in 2020, Garcia researched some different program ideas like thermostats, LED bulbs, smart power strips and water irrigation controllers. Garcia recently contacted Home Depot and Ace Hardware to see if they would want to partner with Gardner on a rebate program. Both companies are willing to work with the city and so Garcia stated he would like to get a buy-in from City Council before more details are worked out on the program. At the May 6 UAC meeting it was discussed by Garcia that after talking with Home Depot and Ace Hardware that thermostats and LED bulbs would be what the rebate program should probably start with. Garcia would like to request from Council that $25,000 be used from the Electric fund and $7,500 from the Water fund.

Motion by Vice-Chair Wells, seconded by Commissioner Coleman, to forward a recommendation to the City Council to authorize implementing a pilot Utility Rebate Program for 2021 to be funded by the Electric Fund in the amount of $25,000 and by the Water fund in the amount of $7,500.

Motion carried 4-0 Aye

PROJECT UPDATES

Director Garcia gave a brief update of the Hillsdale Water Treatment Plant Expansion and said that they had a progress meeting earlier in the day and substantial completion will be on June 24th. By that date water will be able to be produced in the new expansion. Currently the water usage is 2.8 million gallons per day.

Wells asked if the city plans to allow residents to look at data from the smart meters on an app. Garcia said that there was a new type of software that Nexgrid implemented and so it should be ready in the next couple months, possibly end of June or early July. Wells asked how often the data read is. Garcia said that for water it is every 4-5 hours and for electric the read is every 15 minutes.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: JUNE 21, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution authorizing the public sale of certain General Obligation Bonds of the City of Gardner, Kansas

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends adopting a resolution authorizing the public sale of approximately $5,100,000 principal amount of General Obligation Bonds and approximately $2,255,000 principal amount of taxable General Obligation Bonds of the City of Gardner, Kansas.

Background/Description of Item:
The City has scheduled to sell approximately $5,100,000 principal amount of General Obligation Bonds (Series 2021A) and approximately $2,255,000 of principal amount of taxable General Obligation Bonds (Series 2021B) on July 19, 2021, at 11:00 a.m.

The attached bond sale documents prepared by Municipal Advisor Kimmel include the estimated costs of issuance and debt service schedules for wastewater system improvements, current refunding of 2011A and 2012A bonds, and current refunding of 2019C and 2019D temporary notes.

<u>Wastewater System Improvements</u>
At the January 19, 2021 meeting, Council approved Resolution No. 2078 authorizing the issuance of General Obligation Bonds to pay the cost to construct certain sewerage system improvements (remove existing belt press and install new screw press). On April 19, 2021, the Council approved Resolution No. 2082 authorizing the issuance of General Obligation Bonds to pay the cost to construct certain sewerage system improvements (remove existing UV disinfection system and install new UV disinfection system). Series 2021A General Obligation Bonds include approximately $835,000 in proceeds for the purpose of reimbursing the City for past expenditures related to these wastewater system improvements.

<u>2011A Bonds Refunding</u>
As noted in the attached Ehlers pre-sale report prepared by Municipal Advisor Kimmel, because of the significant reduction in current interest rates vs the original interest rates for the existing 2011A bonds, it is advantageous for the City to refund the callable Series 2011A bonds to achieve an estimated $78,600 in future interest cost savings.

<u>2012A Bonds Refunding</u>
As noted in the attached Ehlers pre-sale report prepared by Municipal Advisor Kimmel, because of the significant reduction in current interest rates vs the original interest rates for the existing 2012A bonds, it is advantageous for the City to refund the callable Series 2012A bonds to achieve an estimated $98,000 in future interest cost savings.

It should be noted that the estimated net present value (NPV) benefit of both recommended refunding options exceed the Government Finance Officers Association (GFOA) recommended best practice of achieving a NPV savings of at least 3%. As stated in the resolution, if for any reason a NPV in an amount acceptable to the Council is not achieved from the sale bids, the City will not move forward with issuing the bonds.

2019C Temporary Notes Refunding
At the November 18, 2019 meeting, Council approved Resolution No. 2040 authorizing the issuance and delivery General Obligation Temporary Notes for the purpose of temporarily financing the cost of certain internal improvements of the City for the Plaza South Special Benefit District. The purpose of this refunding is to permanently finance the improvements with bonds now that the improvements are complete.

2019D Temporary Notes Refunding
At the November 18, 2019 meeting, Council approved Resolution No. 2041 authorizing the issuance and delivery of taxable General Obligation Temporary Notes for the purpose of temporarily financing the cost of certain internal improvements of the City for the Waverly Plaza Special Benefit District. The purpose of this refunding is to permanently finance the improvements with bonds now that the improvements are complete.

The attached resolution authorizes all preparations to facilitate sale of the bonds.

Bond Counsel Ellsworth will be available at the meeting to answer any questions.

Financial Impact:

- Wastewater System Improvements – Future debt service payments will come from the Wastewater Fund. The estimated debt service is $90,100 each year for a term of 10 years.
- 2011A Bonds Refunding – The refunding of the 2011A Bonds will result in approximately $78,600 in interest savings.
- 2012A Bonds Refunding – The refunding of the 2012A Bonds will result in approximately $98,000 in interest savings.
- 2019C Temporary Note Refunding (Plaza South) –The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.
- 2019D Temporary Notes Refunding (Waverly Plaza) – The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.

Attachments Included:

- Resolution No. 2085 authorizing the sale of the General Obligation Bonds Series 2021A and taxable General Obligation Bonds Series 2021B
- Series 2021A GO Bonds (Municipal Advisor Kimmel's bond sale document)
- Series 2021B taxable GO Bonds (Municipal Advisor Kimmel's bond sale document)

Suggested Motion:
Adopt Resolution No. 2085, a resolution authorizing the offer for public sale of certain General Obligation Bonds of the City of Gardner, Kansas.

RESOLUTION NO. 2085

A RESOLUTION AUTHORIZING THE OFFER FOR PUBLIC SALE OF CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF GARDNER, KANSAS.

WHEREAS, the City of Gardner, Kansas (the "City"), has previously issued the following general obligation bonds (collectively, the "Refunded Bonds"):

(a) General Obligation Bonds, Series 2011A, dated September 8, 2011, in the original principal amount of $1,325,000 and outstanding in the principal amount of $820,000; and

(b) General Obligation Bonds, Series 2012A, dated February 1, 2012, in the original principal amount of $3,995,000 and outstanding in the principal amount of $2,670,000;

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and to provide an orderly plan of finance for the City, the Governing Body of the City has determined it is desirable and in the best interest of the City and its inhabitants to provide for the sale of general obligation refunding bonds to refund all or a portion of the Refunded Bonds;

WHEREAS, the City has also previously issued the following general obligation notes (collectively, the "Outstanding Notes"):

(a) General Obligation Temporary Notes, Series 2019C, dated December 12, 2019, outstanding in the principal amount of $1,130,000; and

(b) General Obligation Temporary Notes (Taxable Under Federal Law), Series 2019D, dated December 12, 2019, outstanding in the principal amount of $2,510,000;

WHEREAS, the Governing Body of the City has further determined that it is necessary to issue general obligation bonds to pay the principal of and interest on the Outstanding Notes and to finance certain public infrastructure improvements within the City; and

WHEREAS, the Governing Body of the City has further determined it is desirable and in the best interest of the City and its inhabitants to provide for the sale of general obligation bonds to finance certain sewer system improvements at the Kill Creek Water Resource Recovery Facility within the City;

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

Section 1. The following bonds of the City (collectively, the "Bonds"), shall be offered at competitive public sale on July 19, 2021, at 11:00 a.m., Central Time, or at such other date and time approved by the City's Finance Director, provided such date is a City Council meeting date:

Approximate Principal Amount	Name of Obligation	Series
$5,100,000	General Obligation Refunding and Improvement Bonds	2021A (the "Series 2021A Bonds")
$2,255,000	General Obligation Bonds (Taxable Under Federal Law)	2021B (the "Series 2021B Bonds")

Section 2. The Finance Director, in conjunction with Ehlers & Associates, Inc., the City's Municipal Advisor, is authorized and directed to receive bids for the purchase of the Bonds on behalf of the City at the specified time and place and to deliver a report on all bids so received to the Governing Body at its meeting to be held at 7:00 p.m. on the sale date at which meeting the Governing Body shall review the bids and act on the acceptance of the best bid for each series of Bonds. Such bids may be received electronically through an experienced municipal bond electronic bid provider and through other means determined by the Finance Director, in consultation with the City's Bond Counsel, Kutak Rock LLP, and Municipal Advisor, to be in the best interest of the City. The issuance of the Bonds is conditioned on receipt of an opinion of the City's Bond Counsel to the effect that the Bonds have been validly issued and that the interest on the Series 2021A Bonds is exempt from federal income taxation subject to the standard exceptions. The inclusion of the refunding component in the Series 2021A Bonds is conditioned on net present value savings from the refunding in an amount acceptable to the Governing Body of the City.

Section 3. The Mayor and City Clerk are authorized to cause to be prepared and executed a preliminary official statement and notice of sale for use in connection with the public sale of the Bonds.

Section 4. The Finance Director is authorized and directed to give, or cause to be given, notice of the sale of the Bonds by publishing a summary of the notice of bond sale not less than six days before the date of the sale in the official City newspaper and the *Kansas Register* and by making copies of the notice of sale and preliminary official statement available to prospective purchasers of the Bonds.

Section 5. For the purpose of enabling the purchaser of the Series 2021A Bonds and the Series 2021B Bonds (collectively, the "Original Purchasers" or individually, an "Original Purchaser") to comply with the requirements of Rule 15c2-12(b)(i) of the Securities and Exchange Commission, the appropriate officers of the City are authorized, if requested, to provide each Original Purchaser a letter or certification to the effect that the City deems the information contained in the preliminary official statement to be "final" as of its date, except for the omission

of such information as is permitted by Rule 15c2-12(b)(i), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable each Original Purchaser to comply with the requirements of such Rule.

Section 6. The City agrees to provide to each Original Purchaser within seven business days of the date of the sale of the applicable series of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of each Original Purchaser, whichever is earlier, sufficient copies of the final official statement to enable the Original Purchasers to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 7. The City agrees to enter into a written agreement or contract on or before the date of delivery of each series of Bonds and to provide ongoing disclosure about the City for the benefit of the holders of each series of Bonds as required by Rule 15c2-12(b)(5)(1) of the Securities and Exchange Commission. The City may further designate Kutak Rock LLP, upon the request of the City, as an agent of the City for the purpose of obtaining and disseminating information in connection with the Rule.

Section 8. The City Administrator; the Finance Director; the City Clerk; the City's Bond Counsel; the Municipal Advisor; and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds, including, but not limited to, providing notice of redemption for the Refunded Bonds and Outstanding Notes being refunded with proceeds of the Bonds.

Section 9. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the Governing Body of the City of Gardner, Kansas, on June 21, 2021.

CITY OF GARDNER, KANSAS

_____
Mayor

(Seal)

ATTEST:

_____
City Clerk

June 21, 2021

Pre-Sale Report for

City of Gardner, Kansas

$5,100,000 General Obligation Bonds, Series 2021A

Prepared by:

Bruce Kimmel, CIPMA
Senior Municipal Advisor

Nick Anhut, CIPMA
Senior Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	$29,150,000 General Obligation Bonds, Series 2021A
Purposes:	The proposed Series 2021A issue includes financing for three purposes: (1) Wastewater system improvements; (2) Current refunding of remaining Series 2011A Bonds; (3) Current refunding of remaining Series 2012A Bonds; and (4) Permanent financing for Series 2019C Temporary Notes. Debt service for the wastewater system improvements will be paid from wastewater utility revenues. Debt service for the Series 2011A and 2012A refundings will be paid from the same sources as for the existing bonds. Debt service for the Series 2019C portion will be paid from benefit district revenues
Authority:	The Bonds will be issued pursuant to the statutory authorities noted in the sale authorization resolution. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	The Bonds are being issued for a term of 10 years for the wastewater system improvements, Series 2011A refunding, and Series 2019C refinancing, and a term of 11 years for the Series 2012A refunding. Principal on the Bonds will be due on October 1 in the years 2022 through 2032. Interest is payable every six months beginning April 1, 2022. The Bonds will be subject to prepayment at the discretion of the City on October 1, 2028 or any date thereafter.
Bank Qualification:	Because the City expects to issue more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as "bank qualified" obligations.
Rating:	The City's most recent bond issues were rated AA- / Stable by Standard & Poor's. The City will request a new rating for the Bonds.
Basis for Recommendation:	The proposed general obligation issue is the most cost-efficient means of funding the specified purposes and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

Method of Sale/Placement:	We will solicit competitive bids for the purchase of the Bonds from underwriters and banks. We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.
Premium Pricing:	In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City**.** The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000. For this Bond issue, the City expects to use any net premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that there are no refinancing opportunities at this time, other than the Series 2011A and 2012A refundings included in this issue. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds. It files the required annual information itself and engages Kutak Rock to file material event notices, as applicable.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any

	reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities, along with any applicable exemptions from the rules, will be detailed in the Closing Certificate prepared by your Bond Attorney and provided at closing. The City has retained Kutak Rock to assist in complying with these rules.
Investment of Bond Proceeds:	To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Counsel:** Kutak Rock LLP **Paying Agent:** State of Kansas - Office of the State Treasurer **Rating Agency:** Standard & Poor's Global Ratings (S&P)

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	June 21, 2021
Due Diligence Call to review Official Statement:	Week of June 28, 2021
Distribute Official Statement:	July 1, 2021
Conference with Rating Agency:	Week of July 5, 2021
City Council Meeting to Award Sale of the Bonds:	July 19, 2021
Estimated Closing Date:	August 12, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Nick Anhut	(651) 697-8507
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

City of Gardner, Kansas

$5,100,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market Non-BQ AA- Rates plus 20bp

Total Issue Sources And Uses

Dated 08/12/2021 | Delivered 08/12/2021

	Wastewater System Improvements	Proposed Cur Ref 2011A	Proposed Cur Ref 2012A	Proposed Cur Ref 2019C Temp Notes	Issue Summary
Sources Of Funds					
Par Amount of Bonds	$835,000.00	$775,000.00	$2,560,000.00	$930,000.00	$5,100,000.00
Transfers from Prior Issue CIF Funds	-	-	-	7,627.50	7,627.50
Transfers of Prior Issue Note Proceeds	-	-	-	226,641.51	226,641.51
Total Sources	**$835,000.00**	**$775,000.00**	**$2,560,000.00**	**$1,164,269.01**	**$5,334,269.01**
Uses Of Funds					
Total Underwriter's Discount (0.900%)	7,515.00	6,975.00	23,040.00	8,370.00	45,900.00
Costs of Issuance	15,881.39	14,740.19	48,690.19	17,688.23	97,000.00
Deposit to Project Construction Fund	809,580.00	-	-	-	809,580.00
Deposit to Current Refunding Fund	-	755,000.00	2,487,447.15	1,137,627.50	4,380,074.65
Rounding Amount	2,023.61	(1,715.19)	822.66	583.28	1,714.36
Total Uses	**$835,000.00**	**$775,000.00**	**$2,560,000.00**	**$1,164,269.01**	**$5,334,269.01**

EHLERS PUBLIC FINANCE ADVISORS

City of Gardner, Kansas

$5,100,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market Non-BQ AA- Rates plus 20bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	39,761.72	39,761.72	-
10/01/2022	455,000.00	0.550%	31,253.75	486,253.75	526,015.47
04/01/2023	-	-	30,002.50	30,002.50	-
10/01/2023	455,000.00	0.650%	30,002.50	485,002.50	515,005.00
04/01/2024	-	-	28,523.75	28,523.75	-
10/01/2024	465,000.00	0.850%	28,523.75	493,523.75	522,047.50
04/01/2025	-	-	26,547.50	26,547.50	-
10/01/2025	465,000.00	1.000%	26,547.50	491,547.50	518,095.00
04/01/2026	-	-	24,222.50	24,222.50	-
10/01/2026	480,000.00	1.200%	24,222.50	504,222.50	528,445.00
04/01/2027	-	-	21,342.50	21,342.50	-
10/01/2027	490,000.00	1.350%	21,342.50	511,342.50	532,685.00
04/01/2028	-	-	18,035.00	18,035.00	-
10/01/2028	495,000.00	1.400%	18,035.00	513,035.00	531,070.00
04/01/2029	-	-	14,570.00	14,570.00	-
10/01/2029	500,000.00	1.500%	14,570.00	514,570.00	529,140.00
04/01/2030	-	-	10,820.00	10,820.00	-
10/01/2030	505,000.00	1.600%	10,820.00	515,820.00	526,640.00
04/01/2031	-	-	6,780.00	6,780.00	-
10/01/2031	530,000.00	1.700%	6,780.00	536,780.00	543,560.00
04/01/2032	-	-	2,275.00	2,275.00	-
10/01/2032	260,000.00	1.750%	2,275.00	262,275.00	264,550.00
Total	**$5,100,000.00**	**-**	**$437,252.97**	**$5,537,252.97**	**-**

Yield Statistics

Bond Year Dollars	$30,824.17
Average Life	6.044 Years
Average Coupon	1.4185395%
Net Interest Cost (NIC)	1.5674486%
True Interest Cost (TIC)	1.5708911%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.9110669%

IRS Form 8038

Net Interest Cost	1.4185395%
Weighted Average Maturity	6.044 Years

City of Gardner, Kansas

$835,000 General Obligation Bonds, Series 2021A

Wastewater System Improvements

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	6,337.26	6,337.26	-
10/01/2022	80,000.00	0.550%	4,981.25	84,981.25	91,318.51
04/01/2023	-	-	4,761.25	4,761.25	-
10/01/2023	80,000.00	0.650%	4,761.25	84,761.25	89,522.50
04/01/2024	-	-	4,501.25	4,501.25	-
10/01/2024	80,000.00	0.850%	4,501.25	84,501.25	89,002.50
04/01/2025	-	-	4,161.25	4,161.25	-
10/01/2025	80,000.00	1.000%	4,161.25	84,161.25	88,322.50
04/01/2026	-	-	3,761.25	3,761.25	-
10/01/2026	85,000.00	1.200%	3,761.25	88,761.25	92,522.50
04/01/2027	-	-	3,251.25	3,251.25	-
10/01/2027	85,000.00	1.350%	3,251.25	88,251.25	91,502.50
04/01/2028	-	-	2,677.50	2,677.50	-
10/01/2028	85,000.00	1.400%	2,677.50	87,677.50	90,355.00
04/01/2029	-	-	2,082.50	2,082.50	-
10/01/2029	85,000.00	1.500%	2,082.50	87,082.50	89,165.00
04/01/2030	-	-	1,445.00	1,445.00	-
10/01/2030	85,000.00	1.600%	1,445.00	86,445.00	87,890.00
04/01/2031	-	-	765.00	765.00	-
10/01/2031	90,000.00	1.700%	765.00	90,765.00	91,530.00
Total	**$835,000.00**	**-**	**$66,131.01**	**$901,131.01**	**-**

Yield Statistics

Bond Year Dollars	$4,788.65
Average Life	5.735 Years
Average Coupon	1.3809941%
Net Interest Cost (NIC)	1.5379275%
True Interest Cost (TIC)	1.5416929%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.8988169%

IRS Form 8038

Net Interest Cost	1.3809941%
Weighted Average Maturity	5.735 Years

City of Gardner, Kansas

$775,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2011A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	5,898.34	5,898.34	-
10/01/2022	75,000.00	0.550%	4,636.25	79,636.25	85,534.59
04/01/2023	-	-	4,430.00	4,430.00	-
10/01/2023	70,000.00	0.650%	4,430.00	74,430.00	78,860.00
04/01/2024	-	-	4,202.50	4,202.50	-
10/01/2024	75,000.00	0.850%	4,202.50	79,202.50	83,405.00
04/01/2025	-	-	3,883.75	3,883.75	-
10/01/2025	75,000.00	1.000%	3,883.75	78,883.75	82,767.50
04/01/2026	-	-	3,508.75	3,508.75	-
10/01/2026	80,000.00	1.200%	3,508.75	83,508.75	87,017.50
04/01/2027	-	-	3,028.75	3,028.75	-
10/01/2027	75,000.00	1.350%	3,028.75	78,028.75	81,057.50
04/01/2028	-	-	2,522.50	2,522.50	-
10/01/2028	80,000.00	1.400%	2,522.50	82,522.50	85,045.00
04/01/2029	-	-	1,962.50	1,962.50	-
10/01/2029	80,000.00	1.500%	1,962.50	81,962.50	83,925.00
04/01/2030	-	-	1,362.50	1,362.50	-
10/01/2030	80,000.00	1.600%	1,362.50	81,362.50	82,725.00
04/01/2031	-	-	722.50	722.50	-
10/01/2031	85,000.00	1.700%	722.50	85,722.50	86,445.00
Total	**$775,000.00**	**-**	**$61,782.09**	**$836,782.09**	**-**

Yield Statistics

Bond Year Dollars	$4,465.49
Average Life	5.762 Years
Average Coupon	1.3835468%
Net Interest Cost (NIC)	1.5397448%
True Interest Cost (TIC)	1.5435268%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.8990619%

IRS Form 8038

Net Interest Cost	1.3835468%
Weighted Average Maturity	5.762 Years

City of Gardner, Kansas

$775,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2011A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
10/01/2021	-	-	-	-
10/01/2022	85,534.59	85,534.59	91,145.00	5,610.41
10/01/2023	78,860.00	78,860.00	89,325.00	10,465.00
10/01/2024	83,405.00	83,405.00	92,505.00	9,100.00
10/01/2025	82,767.50	82,767.50	90,300.00	7,532.50
10/01/2026	87,017.50	87,017.50	93,095.00	6,077.50
10/01/2027	81,057.50	81,057.50	90,507.50	9,450.00
10/01/2028	85,045.00	85,045.00	92,920.00	7,875.00
10/01/2029	83,925.00	83,925.00	89,960.00	6,035.00
10/01/2030	82,725.00	82,725.00	92,000.00	9,275.00
10/01/2031	86,445.00	86,445.00	93,600.00	7,155.00
Total	**$836,782.09**	**$836,782.09**	**$915,357.50**	**$78,575.41**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	71,208.28
Net PV Cashflow Savings @ 1.899%(AIC).....	71,208.28
Contingency or Rounding Amount.....	(1,715.19)
Net Present Value Benefit	$69,493.09
Net PV Benefit / $846,531.63 PV Refunded Debt Service	8.209%
Net PV Benefit / $755,000 Refunded Principal...	9.204%
Net PV Benefit / $775,000 Refunding Principal..	8.967%

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, KS

$1,325,000 General Obligation Bonds, Series 2011A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2021	-	-	-	-	-
04/01/2022	-	-	13,072.50	13,072.50	-
10/01/2022	65,000.00	2.800%	13,072.50	78,072.50	91,145.00
04/01/2023	-	-	12,162.50	12,162.50	-
10/01/2023	65,000.00	2.800%	12,162.50	77,162.50	89,325.00
04/01/2024	-	-	11,252.50	11,252.50	-
10/01/2024	70,000.00	3.150%	11,252.50	81,252.50	92,505.00
04/01/2025	-	-	10,150.00	10,150.00	-
10/01/2025	70,000.00	3.150%	10,150.00	80,150.00	90,300.00
04/01/2026	-	-	9,047.50	9,047.50	-
10/01/2026	75,000.00	3.450%	9,047.50	84,047.50	93,095.00
04/01/2027	-	-	7,753.75	7,753.75	-
10/01/2027	75,000.00	3.450%	7,753.75	82,753.75	90,507.50
04/01/2028	-	-	6,460.00	6,460.00	-
10/01/2028	80,000.00	3.700%	6,460.00	86,460.00	92,920.00
04/01/2029	-	-	4,980.00	4,980.00	-
10/01/2029	80,000.00	3.700%	4,980.00	84,980.00	89,960.00
04/01/2030	-	-	3,500.00	3,500.00	-
10/01/2030	85,000.00	4.000%	3,500.00	88,500.00	92,000.00
04/01/2031	-	-	1,800.00	1,800.00	-
10/01/2031	90,000.00	4.000%	1,800.00	91,800.00	93,600.00
Total	**$755,000.00**	**-**	**$160,357.50**	**$915,357.50**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/12/2021
Average Life	5.931 Years
Average Coupon	3.6606693%
Weighted Average Maturity (Par Basis)	5.931 Years
Weighted Average Maturity (Original Price Basis)	5.931 Years

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, Kansas

$2,560,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2012A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	20,476.42	20,476.42	-
10/01/2022	210,000.00	0.550%	16,095.00	226,095.00	246,571.42
04/01/2023	-	-	15,517.50	15,517.50	-
10/01/2023	215,000.00	0.650%	15,517.50	230,517.50	246,035.00
04/01/2024	-	-	14,818.75	14,818.75	-
10/01/2024	220,000.00	0.850%	14,818.75	234,818.75	249,637.50
04/01/2025	-	-	13,883.75	13,883.75	-
10/01/2025	220,000.00	1.000%	13,883.75	233,883.75	247,767.50
04/01/2026	-	-	12,783.75	12,783.75	-
10/01/2026	225,000.00	1.200%	12,783.75	237,783.75	250,567.50
04/01/2027	-	-	11,433.75	11,433.75	-
10/01/2027	235,000.00	1.350%	11,433.75	246,433.75	257,867.50
04/01/2028	-	-	9,847.50	9,847.50	-
10/01/2028	235,000.00	1.400%	9,847.50	244,847.50	254,695.00
04/01/2029	-	-	8,202.50	8,202.50	-
10/01/2029	240,000.00	1.500%	8,202.50	248,202.50	256,405.00
04/01/2030	-	-	6,402.50	6,402.50	-
10/01/2030	245,000.00	1.600%	6,402.50	251,402.50	257,805.00
04/01/2031	-	-	4,442.50	4,442.50	-
10/01/2031	255,000.00	1.700%	4,442.50	259,442.50	263,885.00
04/01/2032	-	-	2,275.00	2,275.00	-
10/01/2032	260,000.00	1.750%	2,275.00	262,275.00	264,550.00
Total	**$2,560,000.00**	**-**	**$235,786.42**	**$2,795,786.42**	**-**

Yield Statistics

Bond Year Dollars	$16,243.44
Average Life	6.345 Years
Average Coupon	1.4515789%
Net Interest Cost (NIC)	1.5934208%
True Interest Cost (TIC)	1.5967083%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.9218864%

IRS Form 8038

Net Interest Cost	1.4515789%
Weighted Average Maturity	6.345 Years

City of Gardner, Kansas

$2,560,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2012A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
10/01/2021	-	-	-	-
10/01/2022	246,571.42	246,571.42	255,931.26	9,359.84
10/01/2023	246,035.00	246,035.00	257,031.26	10,996.26
10/01/2024	249,637.50	249,637.50	258,031.26	8,393.76
10/01/2025	247,767.50	247,767.50	258,931.26	11,163.76
10/01/2026	250,567.50	250,567.50	259,731.26	9,163.76
10/01/2027	257,867.50	257,867.50	264,893.76	7,026.26
10/01/2028	254,695.00	254,695.00	264,550.00	9,855.00
10/01/2029	256,405.00	256,405.00	263,800.00	7,395.00
10/01/2030	257,805.00	257,805.00	267,337.50	9,532.50
10/01/2031	263,885.00	263,885.00	270,600.00	6,715.00
10/01/2032	264,550.00	264,550.00	272,950.00	8,400.00
Total	**$2,795,786.42**	**$2,795,786.42**	**$2,893,787.56**	**$98,001.14**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	96,728.73
Net PV Cashflow Savings @ 1.922%(AIC).....	96,728.73
Contingency or Rounding Amount.....	822.66
Net Present Value Benefit	$97,551.39
Net PV Benefit / $2,662,159.04 PV Refunded Debt Service	3.664%
Net PV Benefit / $2,480,000 Refunded Principal...	3.934%
Net PV Benefit / $2,560,000 Refunding Principal..	3.811%

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, KS

$3,995,000 General Obligation Bonds, Series 2012A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2021	-	-	-	-	-
02/01/2022	-	-	30,465.63	30,465.63	-
08/01/2022	195,000.00	2.000%	30,465.63	225,465.63	-
10/01/2022	-	-	-	-	255,931.26
02/01/2023	-	-	28,515.63	28,515.63	-
08/01/2023	200,000.00	2.000%	28,515.63	228,515.63	-
10/01/2023	-	-	-	-	257,031.26
02/01/2024	-	-	26,515.63	26,515.63	-
08/01/2024	205,000.00	2.000%	26,515.63	231,515.63	-
10/01/2024	-	-	-	-	258,031.26
02/01/2025	-	-	24,465.63	24,465.63	-
08/01/2025	210,000.00	2.000%	24,465.63	234,465.63	-
10/01/2025	-	-	-	-	258,931.26
02/01/2026	-	-	22,365.63	22,365.63	-
08/01/2026	215,000.00	2.250%	22,365.63	237,365.63	-
10/01/2026	-	-	-	-	259,731.26
02/01/2027	-	-	19,946.88	19,946.88	-
08/01/2027	225,000.00	2.375%	19,946.88	244,946.88	-
10/01/2027	-	-	-	-	264,893.76
02/01/2028	-	-	17,275.00	17,275.00	-
08/01/2028	230,000.00	2.500%	17,275.00	247,275.00	-
10/01/2028	-	-	-	-	264,550.00
02/01/2029	-	-	14,400.00	14,400.00	-
08/01/2029	235,000.00	2.750%	14,400.00	249,400.00	-
10/01/2029	-	-	-	-	263,800.00
02/01/2030	-	-	11,168.75	11,168.75	-
08/01/2030	245,000.00	2.750%	11,168.75	256,168.75	-
10/01/2030	-	-	-	-	267,337.50
02/01/2031	-	-	7,800.00	7,800.00	-
08/01/2031	255,000.00	3.000%	7,800.00	262,800.00	-
10/01/2031	-	-	-	-	270,600.00
02/01/2032	-	-	3,975.00	3,975.00	-
08/01/2032	265,000.00	3.000%	3,975.00	268,975.00	-
10/01/2032	-	-	-	-	272,950.00
Total	**$2,480,000.00**	**-**	**$413,787.56**	**$2,893,787.56**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/12/2021
Average Life	6.274 Years
Average Coupon	2.6474702%
Weighted Average Maturity (Par Basis)	6.274 Years
Weighted Average Maturity (Original Price Basis)	6.274 Years

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, Kansas

$930,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2019C Temp Notes

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	7,049.70	7,049.70	-
10/01/2022	90,000.00	0.550%	5,541.25	95,541.25	102,590.95
04/01/2023	-	-	5,293.75	5,293.75	-
10/01/2023	90,000.00	0.650%	5,293.75	95,293.75	100,587.50
04/01/2024	-	-	5,001.25	5,001.25	-
10/01/2024	90,000.00	0.850%	5,001.25	95,001.25	100,002.50
04/01/2025	-	-	4,618.75	4,618.75	-
10/01/2025	90,000.00	1.000%	4,618.75	94,618.75	99,237.50
04/01/2026	-	-	4,168.75	4,168.75	-
10/01/2026	90,000.00	1.200%	4,168.75	94,168.75	98,337.50
04/01/2027	-	-	3,628.75	3,628.75	-
10/01/2027	95,000.00	1.350%	3,628.75	98,628.75	102,257.50
04/01/2028	-	-	2,987.50	2,987.50	-
10/01/2028	95,000.00	1.400%	2,987.50	97,987.50	100,975.00
04/01/2029	-	-	2,322.50	2,322.50	-
10/01/2029	95,000.00	1.500%	2,322.50	97,322.50	99,645.00
04/01/2030	-	-	1,610.00	1,610.00	-
10/01/2030	95,000.00	1.600%	1,610.00	96,610.00	98,220.00
04/01/2031	-	-	850.00	850.00	-
10/01/2031	100,000.00	1.700%	850.00	100,850.00	101,700.00
Total	**$930,000.00**	**-**	**$73,553.45**	**$1,003,553.45**	**-**

Yield Statistics

Bond Year Dollars	$5,326.58
Average Life	5.728 Years
Average Coupon	1.3808749%
Net Interest Cost (NIC)	1.5380112%
True Interest Cost (TIC)	1.5417647%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.8993599%

IRS Form 8038

Net Interest Cost	1.3808749%
Weighted Average Maturity	5.728 Years

June 21, 2021

Pre-Sale Report for

City of Gardner, Kansas

$2,255,000 Taxable General Obligation Bonds, Series 2021B

Prepared by:

Bruce Kimmel, CIPMA
Senior Municipal Advisor

Nick Anhut, CIPMA
Senior Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	$2,255,000 Taxable General Obligation Bonds, Series 2021B
Purposes:	The proposed issue provides permanent financing for street and utility improvements in the Waverly Plaza Special Benefit District, via a refinancing of the City's Series 2019D Temporary Notes. Debt service will be paid from benefit district revenues.
Authority:	The Bonds will be issued pursuant to the statutory authorities noted in the sale authorization resolution. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	The Bonds are being issued for a 20-year term. Principal on the Bonds will be due on October 1 in the years 2022 through 2041. Interest is payable every six months beginning April 1, 2022. The Bonds will be subject to prepayment at the discretion of the City on October 1, 2030 or any date thereafter.
Rating:	The City's most recent bond issues were rated AA- / Stable by Standard & Poor's. The City will request a new rating for the Bonds.
Basis for Recommendation:	The proposed general obligation issue is the most cost-efficient means of funding the specified purpose and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.
Method of Sale/Placement:	We will solicit competitive bids for the purchase of the Bonds from underwriters and banks. We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.
Premium Pricing:	Because this is a taxable transaction, Ehlers does not expect the winning bond underwriter to submit a "premium" pricing structure / proposal.

Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time, other than those included in the proposed Series 2021A Bonds. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds. It files the required annual information itself and engages Kutak Rock to file material event notices, as applicable.
Arbitrage Monitoring:	The 2021B Bonds are taxable obligations and are therefore not subject to IRS arbitrage and yield restriction requirements.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Counsel:** Kutak Rock LLP **Paying Agent:** State of Kansas - Office of the State Treasurer **Rating Agency:** Standard & Poor's Global Ratings (S&P)

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	June 21, 2021
Due Diligence Call to review Official Statement:	Week of June 28, 2021
Distribute Official Statement:	July 1, 2021
Conference with Rating Agency:	Week of July 5, 2021
City Council Meeting to Award Sale of the Bonds:	July 19, 2021
Estimated Closing Date:	August 12, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedule

Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Nick Anhut	(651) 697-8507
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

City of Gardner, Kansas

$2,255,000 Taxable General Obligation Obligation Bonds, Series 2021B
Definitive Financing of Tax Temp Notes (Waverly Plaza), Series 2019D
Assumes Current Market Taxable AA- Rates plus 20bp

Sources & Uses

Dated 08/12/2021 | Delivered 08/12/2021

Sources Of Funds

Par Amount of Bonds	$2,255,000.00
Transfers from Prior Issue Note Proceeds	328,911.09
Transfers from Prior Issue CIF Funds	21,962.50
Total Sources	**$2,605,873.59**

Uses Of Funds

Total Underwriter's Discount (1.200%)	27,060.00
Costs of Issuance	45,730.00
Deposit to Current Refunding Fund	2,531,962.50
Rounding Amount	1,121.09
Total Uses	**$2,605,873.59**

City of Gardner, Kansas

$2,255,000 Taxable General Obligation Obligation Bonds, Series 2021B
Definitive Financing of Tax Temp Notes (Waverly Plaza), Series 2019D
Assumes Current Market Taxable AA- Rates plus 20bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	32,842.42	32,842.42	-
10/01/2022	90,000.00	0.600%	25,815.00	115,815.00	148,657.42
04/01/2023	-	-	25,545.00	25,545.00	-
10/01/2023	95,000.00	0.700%	25,545.00	120,545.00	146,090.00
04/01/2024	-	-	25,212.50	25,212.50	-
10/01/2024	95,000.00	1.000%	25,212.50	120,212.50	145,425.00
04/01/2025	-	-	24,737.50	24,737.50	-
10/01/2025	100,000.00	1.100%	24,737.50	124,737.50	149,475.00
04/01/2026	-	-	24,187.50	24,187.50	-
10/01/2026	100,000.00	1.350%	24,187.50	124,187.50	148,375.00
04/01/2027	-	-	23,512.50	23,512.50	-
10/01/2027	100,000.00	1.600%	23,512.50	123,512.50	147,025.00
04/01/2028	-	-	22,712.50	22,712.50	-
10/01/2028	100,000.00	1.750%	22,712.50	122,712.50	145,425.00
04/01/2029	-	-	21,837.50	21,837.50	-
10/01/2029	105,000.00	2.050%	21,837.50	126,837.50	148,675.00
04/01/2030	-	-	20,761.25	20,761.25	-
10/01/2030	105,000.00	2.150%	20,761.25	125,761.25	146,522.50
04/01/2031	-	-	19,632.50	19,632.50	-
10/01/2031	110,000.00	2.350%	19,632.50	129,632.50	149,265.00
04/01/2032	-	-	18,340.00	18,340.00	-
10/01/2032	110,000.00	2.400%	18,340.00	128,340.00	146,680.00
04/01/2033	-	-	17,020.00	17,020.00	-
10/01/2033	115,000.00	2.600%	17,020.00	132,020.00	149,040.00
04/01/2034	-	-	15,525.00	15,525.00	-
10/01/2034	115,000.00	2.700%	15,525.00	130,525.00	146,050.00
04/01/2035	-	-	13,972.50	13,972.50	-
10/01/2035	120,000.00	2.750%	13,972.50	133,972.50	147,945.00
04/01/2036	-	-	12,322.50	12,322.50	-
10/01/2036	125,000.00	2.850%	12,322.50	137,322.50	149,645.00
04/01/2037	-	-	10,541.25	10,541.25	-
10/01/2037	125,000.00	2.950%	10,541.25	135,541.25	146,082.50
04/01/2038	-	-	8,697.50	8,697.50	-
10/01/2038	130,000.00	3.000%	8,697.50	138,697.50	147,395.00
04/01/2039	-	-	6,747.50	6,747.50	-
10/01/2039	135,000.00	3.100%	6,747.50	141,747.50	148,495.00
04/01/2040	-	-	4,655.00	4,655.00	-
10/01/2040	140,000.00	3.300%	4,655.00	144,655.00	149,310.00
04/01/2041	-	-	2,345.00	2,345.00	-
10/01/2041	140,000.00	3.350%	2,345.00	142,345.00	144,690.00
Total	**$2,255,000.00**	**-**	**$695,267.42**	**$2,950,267.42**	**-**

Yield Statistics

Bond Year Dollars	$25,696.93
Average Life	11.396 Years
Average Coupon	2.7056438%
Net Interest Cost (NIC)	2.8109483%
True Interest Cost (TIC)	2.7961243%
Bond Yield for Arbitrage Purposes	2.6695946%
All Inclusive Cost (AIC)	3.0149445%

IRS Form 8038

Net Interest Cost	2.7056438%
Weighted Average Maturity	11.396 Years

City of Gardner, Kansas

$2,510,000 Taxable General Obligation Temporary Notes, Series 2019D
Waverly Plaza

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2021	-	-	-	-	-
10/01/2021	2,510,000.00	1.750%	21,962.50	2,531,962.50	2,531,962.50
Total	**$2,510,000.00**	**-**	**$21,962.50**	**$2,531,962.50**	**-**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/12/2021
Average Life	0.136 Years
Average Coupon	1.7499998%
Weighted Average Maturity (Par Basis)	0.136 Years
Weighted Average Maturity (Original Price Basis)	0.136 Years

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: JUNE 21, 2021
STAFF CONTACT: ROBERT CASE, PLANNER

Agenda Item: Consider accepting a voluntary annexation with landowner consent

Strategic Priority: Promote Economic Development

Department: Community Development

Staff Recommendation:
Staff recommends adopting an ordinance for a voluntary annexation a parcel of land as described in the ordinance, annexing that part known Beverly Burgdorfer Revocable Trust property.

Background/Description of Item:
A request to voluntarily annex the above tract was received by the City, signed by Jude Burgdorfer and Janet Davis, trustees. The property adjoins land already in the City of Gardner and therefore can be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreements outline the terms agreed upon by the City and the property owner as conditions for this consent annexation. The terms are consistent with the direction of the governing body regarding annexation of rural properties in the City's planning and growth area. Consent annexations are not subject to resolution, notice, public hearing, and extension of services plan requirements that may apply to other annexations.

Financial Impact:
The city will experience normal growth in its utilities structure.

Attachments included:
- Map of Tract
- Ordinance No. 2708
- Consent Annexation Request

Suggested Motion:
Accept the Voluntary Consent Annexation request of the Beverly Burgdorfer Revocable Trust property, for Jude Burgdorfer and Janet Davis, Trustees and adopt Ordinance No. 2708, an ordinance annexing land to the City of Gardner, Kansas.

167th St
Bluebird St
Meadowlark St
Skylark Cir
Skylark St
Mockingbird St
Westhoff Pl
N Poplar St
N Pine Cir
N Walnut St
Colleen St
Colleen Ct
N Oak St
Madison St
N Buckeye St
Sunset St
N Pine St
Kinley Ln
Jefferson St
N Pear St
Blazer Dr
N Waverly Rd
Waverly Rd
Mockingbird St
N Maple St
N Berry St
N Laurel St
Fountain St
Tonges St
King Ct
Inland St
100th St
100th Ter
173rd Ter

ORDINANCE NO. 2708

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

TRACT A:

Legal Description:

All that part of the East 100 acres of the Northwest Quarter of Section 23, Township 14, Range 22, in Johnson County, Kansas.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

{The remainder of this page left intentionally blank.}

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this 21st Day of June, 2021.

_____
Steve Shute, Mayor

(SEAL)

ATTEST:

_____
Sharon Rose, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

DocuSign Envelope ID: CEF8F155-CFF5-45A2-8094-D4DF3DB807FB

VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 20___, between the City of Gardner, Kansas, a municipal corporation (the City), and Beverly Burgdorfer Revocable Trust (Property Owners).

RECITALS:

A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

Legal Description:

~~**(INSERT LEGAL DESCRIPTION)**~~ See Attached

B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated 5th of June, 2021, and will be filed by the City with the Office of Register of Deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit A).

This contract is entered into in the spirit of the consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.

2. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Public Infrastructure will not be improved specific to this property until the owner and the Governing Body determine that such improvements are necessary, prudent and feasible for the service of this property. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.

3. **Zoning.** The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.

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Rezoning of the property to a City a Zoning District may occur per Title 17 Land Development Code of the City of Gardner Municipal Code. Specifically, per Section 17.01.030:

17.01.030 Establishment of Districts
C. Annexed Land

1. ***Zoning Classification at the Time of Annexation.*** *Upon annexation, the City shall initiate a petition to rezone an annexed property to the zoning district most similar to the zoning classification in effect under the prior jurisdiction. Alternatively, an annexed property owner may request that the aforementioned city initiated rezoning petition be deferred and may initiate an application to rezone an annexed property to an appropriate district(s) associated with a development plan / plat for the property.*
2. ***Zoning Classification and Regulations After Annexation***
   a. *Any owner of land within the area annexed may apply for rezoning under the laws and procedures of the City, and as granted by KSA 12-756 and 12-757, after the effective date of annexation.*
   b. *If property annexed before the effective date of this Title is rezoned to a City zoning district, all zoning requirements and regulations of the City take effect, and the regulations of the prior zoning jurisdiction terminate, within the annexed area.*
3. ***Enforcement.*** *The City may secure civil remedies for violations of prior zoning jurisdiction regulations to the same extent that it may secure civil remedies for violations of this ordinance pursuant to GMC 17.01.050.*

4. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.

5. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.

6. **Entire Agreement.** This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above-described property, the undersigned does give full and complete consent to the City of Gardner to annex the above-described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

DocuSign Envelope ID: CEF8F155-CFF5-45A2-8094-D4DF3DB807FB

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE _____ DAY OF _____, 2021.

CITY OF GARDNER, KANSAS

BY: _____
Steve Shute, Mayor

ATTEST:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on 5th day of June, 2021.

Owners of Record:

By: Janet L Davis
(NAME)

By: _____
(NAME)

State of Kansas)
) ss:
County of Johnson)

The foregoing instrument was acknowledged before me this 5th day of June, 2021, by Janet L. Davis.

JENNIFER L. BAUGHER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3/15/2024

Jennifer L Baugher
Notary Public

DocuSign Envelope ID: CEF8F155-CFF5-45A2-8094-D4DF3DB807FB

Exhibit A

CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

(INSERT LEGAL DESCRIPTION)

Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 5th day of June, 2021.

Janet L Davis

NAME, Owner

_____

NAME, Owner

DocuSign Envelope ID: CEF8F155-CFF5-45A2-8094-D4DF3DB807FB

EXHIBIT "D" – Owner Affidavit

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 Janet L. Davis, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 5th day of June, 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 Harold A. Phelps, P.E.-Phelps Engineering, Inc. (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding 30425 W. 167th Street Parcel ID 2f221423-1001 (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.

Janet L Davis
Owner

Owner

STATE OF KS
COUNTY OF Butler

The foregoing instrument was acknowledged before me on this 5th day of June, 2021 by Janet L. Davis.

My Commission Expires:

JENNIFER L. BAUGHER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3/15/2024

Jennifer L Baugher
Notary Public

THE EAST 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14, RANGE 22, IN JOHNSON COUNTY, KANSAS.

EXHIBIT "C" – Voluntary Consent Annexation Agreement

VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 20___, between the City of Gardner, Kansas, a municipal corporation (the City), and Beverly Burgdorfer Revocable Trust (Property Owners).

RECITALS:

A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

Legal Description:

~~(INSERT LEGAL DESCRIPTION)~~ See Attached

B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated 5th of June, 2021, and will be filed by the City with the Office of Register of Deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit A).

This contract is entered into in the spirit of the consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.

2. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Public Infrastructure will not be improved specific to this property until the owner and the Governing Body determine that such improvements are necessary, prudent and feasible for the service of this property. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.

3. **Zoning.** The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.

Rezoning of the property to a City a Zoning District may occur per Title 17 Land Development Code of the City of Gardner Municipal Code. Specifically, per Section 17.01.030:

17.01.030 Establishment of Districts
C. Annexed Land

1. ***Zoning Classification at the Time of Annexation.*** *Upon annexation, the City shall initiate a petition to rezone an annexed property to the zoning district most similar to the zoning classification in effect under the prior jurisdiction. Alternatively, an annexed property owner may request that the aforementioned city initiated rezoning petition be deferred and may initiate an application to rezone an annexed property to an appropriate district(s) associated with a development plan / plat for the property.*
2. ***Zoning Classification and Regulations After Annexation***
   a. *Any owner of land within the area annexed may apply for rezoning under the laws and procedures of the City, and as granted by KSA 12-756 and 12-757, after the effective date of annexation.*
   b. *If property annexed before the effective date of this Title is rezoned to a City zoning district, all zoning requirements and regulations of the City take effect, and the regulations of the prior zoning jurisdiction terminate, within the annexed area.*
3. ***Enforcement.*** *The City may secure civil remedies for violations of prior zoning jurisdiction regulations to the same extent that it may secure civil remedies for violations of this ordinance pursuant to GMC 17.01.050.*

4. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.

5. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.

6. **Entire Agreement.** This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above-described property, the undersigned does give full and complete consent to the City of Gardner to annex the above-described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE _____ DAY OF _____, 2021.

CITY OF GARDNER, KANSAS

BY: _____
Steve Shute, Mayor

ATTEST:

_____
Sharon Rose, City Clerk

Approved as to form:

_____
Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on 5th day of June, 2021.

Owners of Record:

By: Jude A. Burgdorfer
(NAME)

By: _____
(NAME)

State of Kansas)
) ss:
County of ~~Johnson~~ Douglas)

The foregoing instrument was acknowledged before me this 5th day of June, 2021, by Jude A. Burgdorfer.

EMILY GERMAN
Notary Public - State of Kansas
My Appt. Exp. 03/03/2021

Emily German
Notary Public

Exhibit A

CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

(INSERT LEGAL DESCRIPTION)

Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 5th day of June, 20____.

Judy A. Ringlet

NAME, Owner

_____

NAME, Owner

EXHIBIT "D" – Owner Affidavit

GARDNER

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 Jude A. Burgdorfer, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 5th day of June, 20__, make the following statements to wit:

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

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

2. I/We the undersigned, have previously authorized and hereby authorize Harold A. Phelps, P.E. - Phelps Engineering, Inc (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding 30425 W. 167th Street Parcel ID 2422142[illegible]-1001 (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.

Jude A. Burgdorfer
Owner

Owner

STATE OF Kansas
COUNTY OF Douglas

The foregoing instrument was acknowledged before me on this 5th day of June, 2021, by Jude A. Burgdorfer.

My Commission Expires: 03/03/2024

Emily German
Notary Public

EMILY GERMAN
Notary Public - State of Kansas
My Appt. Exp. 03/03/2024

THE EAST 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 14, RANGE 22, IN JOHNSON COUNTY, KANSAS.