



AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Tuesday, January 16, 2024, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on January 16, 2024 to cityclerk@gardnerkansas.gov.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Gardner Land Bank
2. US 56 and Mulberry Traffic Signal Study

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 January 2, 2024
2. Standing approval of City expenditures prepared December 27, 2023 in the amount of \$108.50; December 29, 2023 in the amount of \$332,912.56 and January 4, 2024 in the amount of \$1,388,092.08.
3. Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

1. Consider adopting ordinance approving a rezoning from C-2 (General Business) District to CP-2 (Planned General Business) District; for potential commercial development of 0.81 acres located approximately 400' west of the intersection of Main St. and Moonlight Rd.
2. Consider adopting ordinance approving a rezoning from RUR (Rural, Agriculture) District to RP-2 (Planned Two Family) District; and consider approval of the associated Preliminary Development Plan for Lone Star Prairie, a 47.71 acre, 191 lot single family subdivision, Located on the south side of 175th St. approximately 700' west Osage St.

OLD BUSINESS

NEW BUSINESS

1. Consider a resolution authorizing the sale and conveyance of the project and execution of a release of leases and further authorizing certain additional related actions in connection with the City's not to exceed \$9,300,000 industrial revenue bonds (taxable under federal law), Series 2023 (Tallgrass Apartments, Phase Two)
2. Consider a recommendation to award a service contract to Irvinbilt Constructors for the Hillsdale WTP clarifier repairs.

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 ACTION FORM

PRESENTATION ITEM NO. 1

MEETING DATE: JANUARY 16, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Gardner Land Bank Annual Report

Strategic Priority: Fiscal Stewardship

Department: Administration/Finance

Background/Description of Item:

On November 5, 2018, the City Council passed Ordinance 2593 establishing a land bank pursuant to K.S.A. 12-5901 *et. Seq.* and approving the addition of Chapter 2.65 to the code of the City of Gardner, Kansas.

The land bank is required to provide an annual report to the Governing Body accounting for all receipts, disbursements, and property transactions.

The 2023 beginning cash balance for the Land Bank Fund was \$5,096.90. The land bank earned \$252.45 in interest on idle funds in 2023. There was \$148 in expenditures in 2023 for recording fees paid to Johnson County Records and Tax Administration. The land bank's financial records will be audited as part of the City's 2023 audit.

In 2023, the City of Gardner, the Board of Trustees of the Gardner Land Bank, the Bristol Groupe LLC, and Bristol Partners XVIII, LLC (an affiliate of the Bristol Groupe) entered into a Land Bank Agreement in order to address tax delinquencies and to abate a portion of special assessment on the property comprising the Stone Creek Project. The proposed development project includes a combination of commercial, industrial, and residential improvements. In conjunction with the Land Bank Agreement three parcels were conveyed to the land bank.

Attachments:

- Gardner Land Bank 2023 Annual Report

**Gardner Land Bank
2023 Annual Report
Cash Basis**

Financial Report

Cash Balance, Beginning	\$5,096.90
Receipts:	
Investment Earnings	252.45 -----
Receipts Total	252.45 =====
Disbursements:	
Outsourced Services	148.00 -----
Disbursements Total	148.00 =====
Surplus/(Shortfall)	104.45
Cash Balance, Ending	\$5,201.35 =====

Property Inventory

Description	Parcel #	Zoning	Acres	Comment
New Century Business Center Addition No. 1 Tract B	CP66930000 0T0B	M-2	7.21	Related to Stone Creek Development Project
New Century Business Center Addition No. 1 Tract D	CP66930000 0T0D	M-2	12.55	Related to Stone Creek Development Project
New Century Business Center Addition No. 1 Tract E	CP66930000 0T0E	CP-2	4.73	Related to Stone Creek Development Project

Property Transactions

Titles for Tract B, D, and E of the New Century Business Center Addition No. 1 were transferred to the Gardner Land Bank as a part of a land banking agreement with the Bristol Group (and their affiliates) in 2023.

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

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January 2, 2024

The City Council of the City of Gardner, Kansas met in regular session on January 2, 2024, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Steve Shute, Kacy Deaton, Mark Wiehn, and Steve McNeer. City staff present were City Administrator Jim Pruetting; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; Interim City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

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

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

Proclaim January 15, 2024, as Martin Luther King, Jr. Day in the City of Gardner. Mayor Winters read the proclamation and announced there will be a Martin Luther King display in the Council Chambers from Friday January 12, 2024 through Monday January 15, 2024.

PUBLIC HEARINGS

PUBLIC COMMENTS

None

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on December 18, 2023**
2. **Standing approval of City expenditures prepared December 14, 2023 in the amount of \$783,350.98 and December 21, 2023 in the amount of \$576,169.35.**
3. **Consider authorizing the purchase of one (1) Ford F-150 Police Responder and three (3) Ford Utility Police Interceptor SUVs from Shawnee Mission Ford**

Councilmember Shute made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

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

PLANNING & ZONING CONSENT AGENDA

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

Councilmember Baldwin made a motion to approve the Planning and Zoning Consent Agenda.

Councilmember Wiehn Seconded.

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

COMMITTEE RECOMMENDATIONS

1. **Consider adopting an ordinance approving a rezoning from RP-1 (Planned Single Family Residential) and RP-2 (Planned Two Family Residential) Districts to City of Gardner Districts RP-1 and RP-2 and associated revised preliminary development plan for Prairie Trace. (23-304-09).**

Robert Case from Community Development discussed Ordinance 2786 which is for rezoning lots in Prairie Trace from RP-2 to RP-1 and other parcels moving from RP-1 to RP-2. Total acreage for the development is approximately 136 acres located at the corner of southwest Clare and 175th St. Originally there were 356 lots and they will

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CITY OF GARDNER, KANSAS**

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decrease to 353 lots. The 194 suburban lots are being decreased to 160 lots while the neighborhood lots are increasing from 162 lots to 192 lots. Shute confirmed this is a market driven change.

Councilmember Shute made a motion to accept the recommendation of the Planning Commission and approve Ordinance No. 2786, an ordinance changing the zoning classification or districts and associated preliminary development plan 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.

Councilmember McNeer Seconded.

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

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2786.

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

NEW BUSINESS

1. Consider authorizing the amendment of Section 5.05 of the Gardner Municipal Code relating to soliciting, hawkers, peddling, canvassing and public auctions

Captain Zach Roberts is here to discuss proposed changes that were made to the ordinance after consideration from the discussion during the last council meeting. The first ordinance option being presented is the most in-line with all of the neighboring cities in Johnson County and also our current ordinance. This ordinance does require any solicitor to obtain a permit from the police department. Some of the changes include clarification to what qualifies as a charitable organization. In Section F, the hours were left blank so they can be discussed and agreed upon. Research was done to see what other cities in Johnson County are doing with their soliciting ordinances regarding the times of day allowed and whether or not they require permits. That information was included in the packet. Most cities begin their hours at 10:00 am.

A second ordinance option contains very similar language but removes the requirement for a permit. Everything else is the same, still clarifies what a charitable organization is and also leaves the soliciting hours blank until agreed upon. This also has a list of prohibited acts and requirements to solicit in Gardner but does not require a permit. The advantage of requiring a permit is the solicitor would be issued an easily identifiable card that any citizen can ask to see and the solicitor would be required to show. Without a permit, those solicitors are held to the same standard, but accountability is much more difficult because we are relying on someone to hold themselves accountable.

Councilmembers agreed the hours of 10:00 am through 7:00 pm are reasonable. McNeer proposed making the language say dusk or 7:00 pm, whichever occurs first. Others feel like that addition would make it vague. Agreement was for 10:00 am to 7:00 pm.

Wiehn likes the idea of requiring a permit, then it allows citizens to follow up on a solicitor or make a complaint, because the city has the information on file. McNeer says the professional services group could be up to twenty thousand people and wants to know how we will notify all those services that we have this ordinance requiring a permit. There was continued discussion about the prohibition based on a prior conviction of a soliciting ordinance in another city and whether or not that item should be taken out of the ordinance. Baldwin does not feel requiring someone to get a permit is beneficial to the city. McNeer agrees and says most people obey the law currently and this ordinance appears that it could cause someone to unknowingly get themselves in trouble and would rather

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see a better definition of where no soliciting signs can be placed. Roberts states the signage was better clarified in this version of the ordinance.

Deaton wants to know how many permits we issue and how many complaints we receive. No exact number is known right now, but most solicitors come in large groups. There have probably been 15 permits in the last three months and no known complaints. There are seventeen cities in Johnson County, thirteen of which require a permit and only four do not. The majority of the cities follow a very similar ordinance to ours with similar terminology. We did clarify the no soliciting or no trespassing sign should be prominently displayed. Baldwin says that if they have the permit, then we have the information if someone complains but residents should be responsible for displaying their signs where people can see it. This situation would be similar to fireworks, may still not know who it was and may not have much for enforcement when police get there and there is no longer a violation.

Deaton asks what the normal turn around time for obtaining a permit after application. Roberts says that is based on manpower, but usually within an hour or two unless there is a large group and the department gets them ready then calls the solicitor for pick up the following day.

Discussion continues about parts of the ordinance which should potentially be removed or amended and whether a permit should be required. Consensus was to adopt the ordinance that removes the requirement for a permit and sets the soliciting hours to 10:00 am to 7:00 pm. The amendments discussed for the ordinance were no longer needed since the ordinance version which does not require a permit no longer contained the language in question.

Councilmember Baldwin made a motion to adopt Ordinance No. 2787, an ordinance of the City of Gardner, Kansas amending Section 5.05 of the Gardner Municipal code relating to soliciting, hawkers, peddling, canvassing and public auctions.

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2787.

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

COUNCIL UPDATES

Chief Waldeck said we had a new police officer start today and will go to academy in February. We also have a recruit graduating February 2nd. We are entering the final stages of our sergeant promotion process. Shute asked about the staffing numbers; we are currently down four and have three sworn in the process.

Administrator Pruetting provided an update on health insurance. The city is still pursuing options and expects to get bids in February since we have tough decisions to make. Pruetting advised employees received letters this week from Humana stating they are getting out of group health insurance. Baldwin asked what would happen if we get no bids. We will look at self insurance, but our consultant is asking for bids regardless of what it is.

Shute asked finance about year end numbers, Finance Director Wolff said the year end process takes a couple weeks since we are waiting on final invoices. We will have preliminary numbers in February and audited numbers in June. He believes expenditures and revenues will be where the budget is. In prior years, our revenues were exceeding budget, but this year our projections appear to be on point. Friend of the city, Eldon Rothwell passed away this week. He will be missed. Funeral arrangements are pending.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

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EXECUTIVE SESSION

1. Consider entering into executive session to discuss personnel matters of non-elected personnel relating to the City Administrator's annual performance review

Councilmember McNeer made a motion to recess into executive session to discuss personnel matters of non-elected personnel relating to the City Administrator's annual performance review pursuant to K.S.A. 75-4319(b)(1) beginning at 7:39 pm; returning to regular session at 7:54 pm.

Councilmember Shute Seconded.

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

Councilmember Deaton made a motion to resume regular session at 7:54 p.m.

Councilmember McNeer Seconded.

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

2. Consider entering into executive session for the purpose of engaging in preliminary discussion relating to the acquisition of real property.

Councilmember Shute made a motion to entering into executive session for the purpose of engaging in preliminary discussion relating to the acquisition of real property pursuant to K.S.A. 75-4319(b)(6) beginning at 7:55 pm; returning to regular session at 8:05 pm.

Councilmember Baldwin Seconded.

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

Councilmember Shute made a motion to resume regular session at 8:05 pm.

Councilmember Deaton Seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember McNeer and seconded by Councilmember Wiehn the meeting adjourned at 8:05 pm.

City Clerk

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005013 W507672	00	HSA BANK 006775	00	12/27/2023	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	108.50
						VENDOR TOTAL *	.00	108.50
						HAND ISSUED TOTAL ***		108.50
						TOTAL EXPENDITURES ****	.00	108.50
					GRAND TOTAL *****			108.50

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001986	00	ANIXTER, INC.	5904474-00	006715		00	12/29/2023	501-4130-441.52-31	SEALING KIT	EFT:	1,656.91
VENDOR TOTAL *										.00	1,656.91
0000295	00	ASPLUNDH TREE EXPERT CO. INC.	83I29723	PI0641	008408	00	12/22/2023	501-4130-441.31-15	TREE TRIMMING PROGRAM	EFT:	2,563.60
VENDOR TOTAL *										.00	2,563.60
0003515	00	AUGUSTINE EXTERMINATORS INC	242210	006716		00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2424203			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.85
2424203			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.86
2424199			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2424202			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2424198			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2424201			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2424200			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2424209			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2424208			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	28.33
2424205			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2424206			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	64.58
2424207			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2424204			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	105.60
2424211			006716			00	12/29/2023	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
VENDOR TOTAL *										.00	706.05
0002847	00	BLACK HILLS ENERGY	4848285043	1223006708		00	12/29/2023	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
VENDOR TOTAL *										.00	2,668.84
0002380	00	BLEDSON RENTALS	R58863-1	006719		00	12/29/2023	001-6120-461.44-02	CHIPPER RENTAL	780.91	
VENDOR TOTAL *										780.91	
0099999	00	BLUE SKY ENERGY SOLUTIONS	12202023	006706		00	12/29/2023	501-0000-351.12-00	18336 BUTTERNUT ST	150.00	
VENDOR TOTAL *										150.00	
0005293	00	BRIGHTSPEED	320501840	12223006709		00	12/29/2023	602-1340-413.40-03	MONTHLY BILLING	EFT:	48.33
499699484	1223		006710			00	12/29/2023	602-1340-413.40-03	MONTHLY BILLING	EFT:	32.77
314117591	1223		006711			00	12/29/2023	602-1340-413.40-03	MONTHLY BILLING	EFT:	1,628.07
VENDOR TOTAL *										.00	1,709.17
0000072	00	CONSTRUCTION MATERIALS, INC.	32919	006712		00	12/29/2023	001-6120-461.52-01	GENERAL REPAIRS &	EFT:	54.34
VENDOR TOTAL *										.00	54.34
0005414	00	CUSTOM METAL AND FABRICATION	1286	006713		00	12/29/2023	501-4120-441.52-12	METAL STOCK FOR SHOP	EFT:	23.26

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005414 1325	00	CUSTOM METAL AND FABRICATION 006714	00	12/29/2023	501-4120-441.52-12	METAL PIECES - SUBSTATION	EFT:	264.46
						VENDOR TOTAL *	.00	287.72
0004996 12282023	00	FLEX MADE EASY 006718	00	12/29/2023	721-0000-202.03-11	CONTRIBUTIONS	EFT:	783.94
						VENDOR TOTAL *	.00	783.94
0005361 2725492	00	GFI DIGITAL 006715	00	12/29/2023	602-1340-413.47-05	COPIER OVERAGE CHARGE	EFT:	307.35
						VENDOR TOTAL *	.00	307.35
0099999 000058421	00	GONZENBACH, JACK UT	00	12/22/2023	501-0000-229.00-00	FINAL BILL REFUND	100.00	
						VENDOR TOTAL *	100.00	
0000181 9937168392	00	GRAINGER 006715	00	12/29/2023	501-4120-441.52-12	MECHANICAL LUGS	EFT:	99.40
						VENDOR TOTAL *	.00	99.40
0000463 188 W COLLEEN 16110 CANTON ST	00	HOLIDAY CONTRACTING, INC. 006715	00	12/29/2023	521-4230-442.31-15	CONCRETE	EFT:	1,850.00
						CONCRETE	EFT:	1,100.00
						VENDOR TOTAL *	.00	2,950.00
0000481 1500545628 1500546185	00	HOLLIDAY SAND AND GRAVEL 006715	00	12/29/2023	001-3120-431.47-38	SPOILS	EFT:	71.50
						SPOILS	EFT:	71.50
						VENDOR TOTAL *	.00	143.00
0005326 997421	00	INVERIS TRAINING SOLUTIONS, INC PI0642 008454	00	12/15/2023	001-2120-421.52-20	SVR-HAPTIC VEST	EFT:	900.00
						VENDOR TOTAL *	.00	900.00
0001420 12212023	00	JOHNSON COUNTY BUILDING OFFICIALS 006707	00	12/29/2023	001-7120-471.46-02	24 ANNUAL MEMBERSHIP DUES	160.00	
						VENDOR TOTAL *	160.00	
0005436 120523	00	KANSAS CITY REINDEER 006715	00	12/29/2023	001-6110-461.54-51	REINDEER DISPLAY	EFT:	750.00
						VENDOR TOTAL *	.00	750.00
0002671 105901600	00 1223	KANSAS GAS SERVICE 006715	00	12/29/2023	551-4520-445.40-04	KANSAS GAS SERVICE	328.46	
						VENDOR TOTAL *	328.46	
0002806 02-314776	00	KANSAS GOLF AND TURF, INC 006715	00	12/29/2023	001-6120-461.43-02	EQUIPMENT MAINTENANCE	EFT:	294.50
						VENDOR TOTAL *	.00	294.50
0001034	00	KDOT						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001034 046 N-0703-01	00 PI0640	KDOT 008455	00	08/08/2023	130-3130-431.62-07	CENTER ST SIDEWALK	40,000.00	
VENDOR TOTAL *							40,000.00	
0003513 DOGW-GR-2401	00 006718	KMEA- DOGWOOD 006718	00	12/29/2023	501-4120-441.41-01	KMEA DOGWOOD ENERGY	EFT:	148,060.00
VENDOR TOTAL *							.00	148,060.00
0000805 KMGA-GA-2023-11006715	00 006715	KMGA GAS SUPPLY OPERATING FUND 006715	00	12/29/2023	501-4120-441.41-50	NATURAL GAS	EFT:	35.00
VENDOR TOTAL *							.00	35.00
0002489 1737589 1737591	00 006718 006718	KPERS 006718	00	12/29/2023 12/29/2023	721-0000-202.03-05 721-0000-202.03-01	122823 PAY PERIOD 122823 PAY PERIOD	CHECK #: CHECK #:	112 112 48,271.42
VENDOR TOTAL *							.00	48,933.03
0002490 1737590 1737593	00 006718 006718	KPF 006718	00	12/29/2023 12/29/2023	721-0000-202.03-05 721-0000-202.03-02	122823 PAY PERIOD 122823 PAY PERIOD	CHECK #: CHECK #:	113 113 32,621.57
VENDOR TOTAL *							.00	32,670.32
0005186 39797973 40085797	00 006715 006715	LINDE GAS & EQUIPMENT 006715	00	12/29/2023 12/29/2023	501-4120-441.44-02 605-3116-431.44-02	CYLINDER RENTAL CYLINDER RENTAL	EFT: EFT:	343.48 79.49
VENDOR TOTAL *							.00	422.97
0003579 135593	00 006718	MID-STATES MATERIALS LLC 006718	00	12/29/2023	551-4520-445.43-04	ROCK FOR EROSION REPAIR	397.16	
VENDOR TOTAL *							397.16	
0005296 6987021 6987021	00 006718 006718	MISSIONSQUARE RETIREMENT 006718	00	12/28/2023 12/28/2023	721-0000-202.03-04 721-0000-202.03-14	CONTRIBUTIONS CONTRIBUTIONS	CHECK #: CHECK #:	101 101 10,762.15 281.95
VENDOR TOTAL *							.00	11,044.10
0000122 2148399	00 006715	MURPHY TRACTOR & EQUIP CO. 006715	00	12/29/2023	501-4130-441.43-02	REVERSING FAN	860.00	
VENDOR TOTAL *							860.00	
0000132 IN-205842	00 006715	NATIONAL SIGN CO., INC. 006715	00	12/29/2023	001-3120-431.52-10	NO U TURN SIGN	EFT:	137.70
VENDOR TOTAL *							.00	137.70
0099999 12202023	00 006705	NICK HUDSON 006705	00	12/29/2023	702-6110-461.54-52	SANTA	150.00	
VENDOR TOTAL *							150.00	
0000140 74847	00 006715	OLATHE FORD INC. 006715	00	12/29/2023	501-4120-441.52-04	GEOTAB TELEMATICS	EFT:	25.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000140	00	OLATHE FORD INC.						
						VENDOR TOTAL *	.00	25.00
0001569	00	PAYCOR, INC						
INV05067880	006716		00	12/27/2023	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107
						VENDOR TOTAL *	.00	659.14
								659.14
0005308	00	PINE, KARA						
12282023	006717		00	12/29/2023	001-6105-461.46-01	MILEAGE 12/09 - 12/20/23		19.39
						VENDOR TOTAL *	19.39	
0099999	00	RICHARDS, ASHLEY						
000071359	UT		00	12/28/2023	501-0000-229.00-00	FINAL BILL REFUND		51.85
						VENDOR TOTAL *	51.85	
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.						
12272023	PI0643 008459		00	12/27/2023	105-1120-411.31-15	SW EDC PAYMENT		15,479.31
						VENDOR TOTAL *	15,479.31	
0099999	00	SPOSATO, JOSHUA						
000055955	UT		00	12/28/2023	501-0000-229.00-00	MANUAL CHECK		160.05
						VENDOR TOTAL *	160.05	
0004785	00	SUMNERONE, INC						
3785954	006715		00	12/29/2023	501-4110-441.43-02	COPIER MAINT PROGRAM	EFT:	85.73
						VENDOR TOTAL *	.00	85.73
0005295	00	TERRY-DURIN CO						
150798-00	006715		00	12/29/2023	501-4130-441.52-31	4" DUCT		3,833.20
						VENDOR TOTAL *	3,833.20	
0000746	00	VANCE BROTHERS, INC						
IG00023159	006715		00	12/29/2023	001-3120-431.52-08	ASPHALT	EFT:	388.94
						VENDOR TOTAL *	.00	388.94
0003221	00	WEX BANK						
93886272	006718		00	12/29/2023	001-0000-341.02-00	REBATES-MISC REVENUES	EFT:	92.21
93886272	006718		00	12/29/2023	001-2110-421.52-09	PD ADMIN FUEL	EFT:	267.35
93886272	006718		00	12/29/2023	001-2120-421.52-09	PD OPERATIONS FUEL	EFT:	4,339.05
93886272	006718		00	12/29/2023	001-2120-421.43-05	PD SERVICE EXPENDITURES	EFT:	910.34
93886272	006718		00	12/29/2023	001-2130-421.52-09	ACO FUEL	EFT:	26.49
93886272	006718		00	12/29/2023	001-3120-431.52-09	PW OPS FUEL	EFT:	2,441.19
93886272	006718		00	12/29/2023	001-3130-431.52-09	PW ADMIN FUEL	EFT:	192.68
93886272	006718		00	12/29/2023	001-6120-461.52-09	P&R FUEL	EFT:	1,113.21
93886272	006718		00	12/29/2023	001-7120-471.52-09	COMM DEV FUEL	EFT:	167.18
93886272	006718		00	12/29/2023	551-4520-445.52-09	AIRPORT FUEL	EFT:	63.51
93886272	006718		00	12/29/2023	603-3150-431.52-09	BUILDING MAINT FUEL	EFT:	114.65
						VENDOR TOTAL *	.00	9,543.44
0099999	00	WILLOW CHASE						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 000037325	00 UT	WILLOW CHASE	00 12/28/2023	501-0000-229.00-00	FINAL BILL REFUND	21.04	
					VENDOR TOTAL *	21.04	
0003878 6134	00 006715	YATES ELECTRIC CO. INC.	00 12/29/2023	001-6120-461.31-15	ELECTRICAL REPAIRS	EFT:	2,541.00
					VENDOR TOTAL *	.00	2,541.00
					HAND ISSUED TOTAL ***		93,306.59
					EFT/EPAY TOTAL ***		177,114.60
					TOTAL EXPENDITURES ****	62,491.37	270,421.19
				GRAND TOTAL *****			332,912.56

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005065	00	ACOUNTEMPS						
62997268		006721	00	01/04/2024	001-1330-413.31-15	COURT TEMP	EFT:	1,580.00
63026669		006722	00	01/04/2024	001-1330-413.31-15	COURT TEMP	EFT:	632.00
						VENDOR TOTAL *	.00	2,212.00
0005345	00	ACE IMAGEWEAR						
1347778		006723	00	01/04/2024	605-3116-431.31-15	RAG SERVICE	EFT:	55.00
						VENDOR TOTAL *	.00	55.00
0005127	00	ACULAS HEALTH LLC						
10970		006772	00	01/04/2024	601-1230-412.31-15	PCP	EFT:	300.00
						VENDOR TOTAL *	.00	300.00
0004999	00	AMERICAN FIDELITY ADMIN SERVICES						
67478		006724	00	01/04/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	124.30
						VENDOR TOTAL *	.00	124.30
0000566	00	AMERICAN TOPSOIL, INC.						
139510		006725	00	01/04/2024	001-3120-431.52-08	TOPSOIL - POLICE SIDEWALK	EFT:	210.00
139514		006726	00	01/04/2024	001-3120-431.52-08	TOPSOIL - POLICE SIDEWALK	EFT:	210.00
						VENDOR TOTAL *	.00	420.00
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT						
4926002		000003	00	01/04/2024	601-1230-412.45-02	DRONE INSURANCE '23-'24	EFT:	4,801.00
4959697		000004	00	01/04/2024	601-1230-412.45-02	2024-2025 AIRPORT LIABILI	EFT:	4,030.00
						VENDOR TOTAL *	.00	8,831.00
0004994	00	BENEFITS DIRECT						
A024591		006278	00	01/04/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	50.14
A024591		006277	00	01/04/2024	001-1140-411.31-15	MONTHLY BILLING	EFT:	382.50
A024591		006279	00	01/04/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	35.68
A024591		006280	00	01/04/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.76
A024591		006282	00	01/04/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.92
A024591		006283	00	01/04/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	49.20
A024591		006285	00	01/04/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	14.46
A024591		006287	00	01/04/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	62.76
A024591		006288	00	01/04/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	328.68
A024591		006289	00	01/04/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.76
A024591		006290	00	01/04/2024	001-3110-431.21-01	MONTHLY BILLING	EFT:	14.46
A024591		006292	00	01/04/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	64.32
A024591		006293	00	01/04/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	72.92
A024591		006303	00	01/04/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	48.26
A024591		006304	00	01/04/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	59.36
A024591		006305	00	01/04/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	52.60
A024591		006306	00	01/04/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	24.62
A024591		006295	00	01/04/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	42.44
A024591		006296	00	01/04/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	27.98
A024591		006297	00	01/04/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	98.44
A024591		006298	00	01/04/2024	521-4210-442.21-01	MONTHLY BILLING	EFT:	6.76
A024591		006299	00	01/04/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	49.20

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004994	00	BENEFITS DIRECT						
A024591	006300		00	01/04/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	87.34
A024591	006301		00	01/04/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
A024591	006302		00	01/04/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	67.06
A024591	006281		00	01/04/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46
A024591	006286		00	01/04/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	45.84
A024591	006294		00	01/04/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	13.52
A024591	006284		00	01/04/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	37.20
A024591	006291		00	01/04/2024	605-3116-431.21-01	MONTHLY BILLING	EFT:	10.16
A024591	006275		00	01/04/2024	721-0000-202.03-07	MONTHLY BILLING	EFT:	9,923.34
A024591	006276		00	01/04/2024	721-0000-202.03-08	MONTHLY BILLING	EFT:	275.38
						VENDOR TOTAL *	.00	12,003.98
0001405	00	BEST LAWN CARE						
GPWWT113023	006742		00	01/04/2024	521-4220-442.31-15	MOWING AT WATER TOWERS	EFT:	780.00
						VENDOR TOTAL *	.00	780.00
0001984	00	BSN SPORTS, LLC						
924123485	006727		00	01/04/2024	001-6110-461.47-53	SOFTBALLS & BASEBALLS	EFT:	2,014.70
						VENDOR TOTAL *	.00	2,014.70
0003080	00	CATES HEATING & AIR COND SVC INC						
11103410	006728		00	01/04/2024	603-3150-431.43-01	REPLACED HUMIDIFIER	EFT:	601.00
11103428	006759		00	01/04/2024	603-3150-431.43-01	SOLENOID VALVE &	EFT:	175.00
						VENDOR TOTAL *	.00	776.00
0004114	00	CHAFFEE LOK-PRO						
5853	000005		00	01/04/2024	603-3150-431.43-01	REKEY - UTILITY BUILDING	EFT:	165.00
						VENDOR TOTAL *	.00	165.00
0005198	00	CHARTER COMMUNICATIONS						
0108665121923	006760		00	01/04/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	119.99
0241458122123	006761		00	01/04/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	950.00
						VENDOR TOTAL *	.00	1,069.99
0001842	00	CITY OF OLATHE						
68701	006743		00	01/04/2024	521-4220-442.31-15	LAB FEES - OCTOBER 2023	EFT:	154.00
						VENDOR TOTAL *	.00	154.00
0002621	00	CLAYCO ELECTRIC CO, INC.						
52851	006744		00	01/04/2024	521-4220-442.43-02	CRANE POSITIONER SWITCH	EFT:	3,375.00
						VENDOR TOTAL *	.00	3,375.00
0004812	00	CRAFT, AMY						
12292023	006729		00	01/04/2024	601-1230-412.46-01	MILEAGE 11/13 - 12/15/23	153.93	
						VENDOR TOTAL *	153.93	
0005414	00	CUSTOM METAL AND FABRICATION						
1352	006753		00	01/04/2024	501-4120-441.52-12	METAL PIECES - SUBSTATION	EFT:	120.06
						VENDOR TOTAL *	.00	120.06
0004946	00	EVERGY						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004946	00	EVERGY						
4469208877	1223006745		00	01/04/2024	521-4220-442.40-05	ELECTRIC @ 14A AIR RD	57.31	
7011930732	1223006754		00	01/04/2024	531-4320-443.40-05	ELECTRIC @ WAVERLY LIFT	39.05	
6466308678	1223006755		00	01/04/2024	531-4320-443.40-05	ELECTRIC AT WWTP	33.37	
						VENDOR TOTAL *	129.73	
0004402	00	FLICKINGER, MICHAEL						
01032024	006756		00	01/04/2024	001-7120-471.46-01	MILEAGE REIMB 2023	15.32	
						VENDOR TOTAL *	15.32	
0000181	00	GRAINGER						
9946093938	006757		00	01/04/2024	501-4120-441.52-12	TAPE MEASURE FOR JAROD	EFT:	49.16
9942767634	006746		00	01/04/2024	521-4220-442.52-12	ADAPTER	EFT:	1.60
9942767642	006747		00	01/04/2024	521-4220-442.52-12	ADAPTERS	EFT:	14.40
9942767659	006748		00	01/04/2024	521-4220-442.52-12	MAGNET DRIVE PUMP	EFT:	759.08
						VENDOR TOTAL *	.00	824.24
0004815	00	GRANICUS						
176404	PI0003 008444		00	12/15/2023	602-1340-413.47-05	GOVACCESS - VISIONLIVE	EFT:	9,568.28
						VENDOR TOTAL *	.00	9,568.28
0000097	00	HAMPEL OIL, INC.						
91753917	PI0009 008462		00	12/20/2023	551-4520-445.52-09	100 LL AVIATION FUEL	EFT:	29,475.09
						VENDOR TOTAL *	.00	29,475.09
0003739	00	HAWKINS, INC.						
6648222	006758		00	01/04/2024	531-4320-443.52-13	POLYMER	EFT:	3,123.00
						VENDOR TOTAL *	.00	3,123.00
0003444	00	HILLSDALE AREA WATER COOP						
2024MC-3	PI0004 008447		00	12/11/2023	521-4220-442.52-30	BULK WATER ANNUAL BILL	837,980.80	
						VENDOR TOTAL *	837,980.80	
0000481	00	HOLLIDAY SAND AND GRAVEL						
1500575453	006730		00	01/04/2024	001-3120-431.47-38	SPOILS	EFT:	214.50
						VENDOR TOTAL *	.00	214.50
0005332	00	ICC COMMUNITY DEVELOPMENT SOLUTIONS						
CMS0025418	000006		00	01/04/2024	602-1340-413.47-05	LASERFICHE SUPPORT	EFT:	4,259.20
						VENDOR TOTAL *	.00	4,259.20
0002671	00	KANSAS GAS SERVICE						
105962227	1223 006731		00	01/04/2024	001-6120-461.40-04	NATURAL GAS	486.64	
161419073	1223 006772		00	01/04/2024	501-4130-441.40-04	NATURAL GAS FOR SHOP	954.80	
						VENDOR TOTAL *	1,441.44	
0002806	00	KANSAS GOLF AND TURF, INC						
02-315309	006732		00	01/04/2024	001-6120-461.43-02	MOWER REPAIRS AND	EFT:	631.88
02-315310	006733		00	01/04/2024	001-6120-461.43-02	MOWER REPAIRS AND	EFT:	72.96
02-315311	006734		00	01/04/2024	001-6120-461.43-02	MOWER REPAIRS AND	EFT:	151.58

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0002806	00	KANSAS GOLF AND TURF, INC							
						VENDOR TOTAL *		.00	856.42
0004396	00	KANSAS PRO SOUND, LLC							
1098		PI0005 008456 00	00	12/07/2023	001-6110-461.54-51	AUDIO, LIGHTING, VIDEO		EFT:	9,750.00
						VENDOR TOTAL *		.00	9,750.00
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-24-02		000007	00	01/04/2024	501-4120-441.41-01	GRDA ELECTRIC PURCHASE		EFT:	227,508.00
						VENDOR TOTAL *		.00	227,508.00
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-24-01		000008	00	01/04/2024	501-4120-441.41-01	WAPA POWER PURCHASE		EFT:	6,618.00
						VENDOR TOTAL *		.00	6,618.00
0004769	00	KRONOS SAASHR, INC							
12178756		000009	00	01/04/2024	602-1340-413.47-05	ANNUAL INTOUCH FEE		EFT:	780.24
						VENDOR TOTAL *		.00	780.24
0004062	00	MYERS BROTHERS OF KANSAS CITY, INC							
273035		006735	00	01/04/2024	605-3116-431.52-02	4 POST LIFT LIGHTING		1,274.62	
						VENDOR TOTAL *		1,274.62	
0000142	00	OLATHE WINWATER WORKS							
188770 01		006736	00	01/04/2024	521-4230-442.52-31	SADDLE		EFT:	2,880.00
						VENDOR TOTAL *		.00	2,880.00
0005146	00	POSM SOFTWARE LLC							
3601		PI0001 008453 00	00	11/30/2023	531-4330-443.31-15	POSM 1 YR SUPPORT CONTRAC		EFT:	6,500.00
						VENDOR TOTAL *		.00	6,500.00
0005363	00	PREFERRED RESOURCE NETWORK, INC							
13497		000010	00	01/04/2024	601-1230-412.31-15	SEMI ANNUAL EAP SERIVES		EFT:	1,781.64
						VENDOR TOTAL *		.00	1,781.64
0004198	00	PROTECT YOUTH SPORTS							
1126935		006737	00	01/04/2024	001-6110-461.47-53	BACKGROUND CHECKS		EFT:	260.10
						VENDOR TOTAL *		.00	260.10
0005099	00	QUADIENNT, INC							
60697616		000011	00	01/04/2024	602-1340-413.44-02	POSTAGE MACHINE LEASE		209.43	
						VENDOR TOTAL *		209.43	
0000150	00	QUILL CORPORATION							
35944357		006749	00	01/04/2024	521-4220-442.52-20	TOILET PAPER AND		162.97	
						VENDOR TOTAL *		162.97	
0000158	00	SANTA FE AIR CONDITIONING							
213933		006750	00	01/04/2024	531-4320-443.31-15	OEM PRESS SWITCH FURNACE		EFT:	427.50
214152		006751	00	01/04/2024	531-4320-443.31-15	OEM PRESS SWITCH FURNACE		EFT:	502.75

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001126 238800	00	VALIDITY SCREENING SOLUTIONS 006741	00	01/04/2024	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	410.40
						VENDOR TOTAL *	.00	410.40
0001349 PAY APP 2	00	WALTERS-MORGAN CONSTRUCTION, INC PI0008 008400	00	12/15/2023	521-4240-442.61-04	GRAVITY FILTER MEDIA/NOZZ	EFT:	133,465.00
						VENDOR TOTAL *	.00	133,465.00
0004599 23-1960	00	WATER RESOURCES SOLUTIONS, LLC PI0010 008139	00	12/29/2023	001-3130-431.31-10	ENGINEERING ON CALL	EFT:	825.00
						VENDOR TOTAL *	.00	825.00
						EFT/EPAY TOTAL ***		546,003.84
						TOTAL EXPENDITURES ****	842,088.24	546,003.84
					GRAND TOTAL *****			1,388,092.08

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: JANUARY 16, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Staff recommends authorizing the execution of a one-year contract with Riverside Strategic Solutions, LLC for consulting services with a maximum amount of \$108,000.

Background/Description of Item:

In 2022, the city engaged Riverside Strategic Solutions (RSS) to work on the city's behalf to lobby for financial earmarks through the federal appropriations process. As a result of those efforts, working closely with Rep. Sharice Davids, the city was awarded \$3,000,000 in the federal government's FY2023 budget for the sewer infrastructure project south of I-35. In 2023, Riverside Strategic Solutions again worked with Rep. Davids on an additional appropriation for the wastewater project in FY2024. The appropriations bills have still not been approved for the current fiscal year, although Gardner is on the list that came out of the House of Representatives for \$875,000. RSS will continue to work with key members of congress to gain additional federal assistance for the wastewater project and other road and bridge projects in Gardner.

Financial Impact:

This is a one-year contract with a maximum cost of \$108,000 that is accounted for in the current 2024 budget.

Attachments included:

- Riverside Strategic Solutions, LLC Contract

Suggested Motion:

Authorize the City Administrator to execute a one-year contract with Riverside Strategic Solutions, LLC for consulting services with a maximum amount of \$108,000.



Riverside Strategic Solutions, LLC
Contract for Federal Relations Representation with
City of Gardner, Kansas
January 1, 2024

This Agreement sets forth the terms by which Riverside Strategic Solutions, LLC. (hereinafter "Riverside"), a Commonwealth of Virginia Limited Liability Corporation with its primary place of business at 8622 Buckboard Drive, Alexandria, VA, 22308, and the City of Gardner, Kansas (hereinafter "Gardner"), with its primary offices at 120 E. Main Street, Gardner, KS, 66030, in connection with the engagement described herein.

1. Mutual Understanding. Riverside shall continue to support the City of Gardner's FY24 Wastewater Infrastructure Project. In addition, Riverside shall also assist the City of Gardner in pursuing federal appropriations to support the Gardner Road Bridge Interchange Project during the FY24 legislative process. Riverside proposes to provide Gardner with federal relations, communications and consultant services during the period described below, specifically pertaining to, but not limited to, the Department of Transportation Appropriations Act, 2024, and the Department of Housing and Urban Development Appropriations Act, 2024. Riverside shall work with Gardner in the development and execution of a strategic advocacy plan targeting specific Members of Congress and their staff to which Gardner has a direct constituent relationship, and the Members and staff of the Appropriations Committees of the U.S. House of Representatives and the Senate.

Riverside, however, gives no assurances and makes no representations as to the specific results of its services, or the response and timeliness of actions taken by relevant U.S. government officials and their staffs, or by others.

Gardner confirms its understanding that Riverside will maintain its registration under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) should it determine that such registration is required.

2. Terms and Compensation. This Agreement shall last for twelve (12) calendar months, beginning January 1, 2024, and ending December 31, 2024. For professional services rendered during the term of this Agreement, Gardner shall compensate Riverside in monthly installments of nine thousand dollars (\$9,000 USD), plus any related expenses as mutually agreed to. The first payment shall be due upon the signing of this Agreement. Each subsequent month, payments shall be due in advance and on the first day of each month, with invoices paid within thirty (30) calendar days of the invoice date. A monthly activity report shall be included with each invoice from Riverside summarizing the activities for the prior month. Any travel outside the Washington, D.C. region (50 miles) on behalf of Gardner shall also be pre-approved and subject to reimbursement. Either party may terminate this

Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the proposed date of termination.

3. Assignment. Neither party shall assign any of its rights nor delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

Riverside and Gardner shall comply with all applicable laws and shall indemnify the other for any liability or expense (including reasonable attorneys' fees) that may be incurred as a result of the other's failure to comply with such laws. Neither during the term of this Agreement, nor for the three (3) year-period, thereafter, shall either party make any public statement about the other which could reasonably be perceived as damaging to the reputation of the other party.

4. Dispute Resolution. In the event of a dispute arising out of or related to this Agreement or its breach, both parties agree to use their best efforts to resolve such dispute through negotiation. In the event that the dispute cannot be resolved using such means, relief may be preferably sought through arbitration as governed by the laws of the State of Kansas.

5. Entire Agreement. This Agreement sets forth the complete agreement between both parties relating to the subjects herein. It may only be modified by a written agreement that is expressly declared to be an amendment to this Agreement and is signed by both parties.

6. Presumption. While Riverside has tendered this Agreement, it has done so as a matter of convenience to the parties and this Agreement or any section thereof shall not be construed against either party due to the fact the party drafted the Agreement or section. This Agreement shall be construed pursuant to the plain meaning of its terms.

(Signature Page Follows)

In witness whereof, the authorized representatives of Riverside and Gardner do hereby execute this Agreement.

By:

Kevin W. Jones
Founding Partner
Riverside Strategic Solutions, LLC.

Agreed to and accepted on this date: _____.

By: _____

Jim Pruetting
City Administrator
City of Gardner, KS

Agreed to and accepted on this date: _____

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION No. 1

MEETING DATE: JANUARY 16, 2024

STAFF CONTACT: DAVE KNOPIK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider adopting ordinance approving a rezoning from C-2 (General Business) District to CP-2 (Planned General Business) District; for potential commercial development of 0.81 acres located approximately 400' west of the intersection of Main St. and Moonlight Rd.

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Action/Recommendation:

After review of application 23-304-10 Rezoning and associated Preliminary Development Plan for HTeaO, and staff report dated December 13, 2023, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Approval of deviations 1-4 as presented in the staff report and a deviation from the sign area allowance only per deviation request #5;
2. Proposed monument sign shall be setback a minimum distance of 15 from the property lines which allow the desired sign height without the need for a height deviation; and
3. The applications shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

Note: list of deviations can be found on pages 3 thru 5 of attached staff report.

Staff Recommendation:

Staff recommends approval of application 23-304-10, Rezoning and associated Preliminary Development Plan for HTeaO with the condition(s) in the recommended motion.

Background/Description of Item:

The site was annexed into the City in 1968 with ordinance 1006. It was platted in 2020 as lot 4 of Main Street Market Place. There are utility easements on the north half of the site, with gas, water, electric, and sanitary sewer lines running east to west, which greatly constrict the buildable area of the site. In 2021, the access road was moved from the east third of the site to the west. The applicant is proposing a retail store with a drive thru operation.

Financial Impact:

None

Other Impacts:

None

Attachments included:

- Ordinance
- Staff Report
- Planning Commission Meeting Minutes

- Planning Commission Electronic Packet

Suggested Motion:

Accept the recommendation of the Planning Commission and approve Ordinance No. 2791, 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. 2791

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 December 19, 2023, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located approximately 400' west of the intersection of Main St. and Moonlight Rd. shall hereafter have a zoning classification of CP-2 (Planned General Business) District in accordance with preliminary development plan 23-304-10 for HTeaO dated December 8, 2023 and subject to the following conditions:

1. Approval of deviations 1-4 as presented in the staff report and a deviation from the sign area allowance only per deviation request #5;
2. Proposed monument sign shall be setback a minimum distance of 15 from the property lines which allow the desired sign height without the need for a height deviation; and
3. The applications shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

CASE NO. 23-304-10

Rezoning from C-2 (General Business) District to CP-2 (Planned General Business) District:

Legal Description:

LOT 4, MAIN STREET MARKET PLACE, a subdivision in the City of Gardner, Johnson County, Kansas

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

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

PASSED by the Governing Body this 16th day of January, 2024.

SIGNED by the Mayor this 16th day of January, 2024.

(SEAL)

CITY OF GARDNER, KANSAS

Attest:

Todd Winters, Mayor

Renee Rich, Interim City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

(Case No. 23-304-10)

2. HTeaO 23-304-10 Rezoning, Preliminary Development Plan & Final Development Plan (Public Hearing)

Staff Presentation

Jesse Hunter, Planner, presented the information in the staff report for HTeaO located on the north side of Main St., just west of the intersection of Main St & Moonlight Rd. The applicant is requesting rezoning from C-2 (General Business) to CP-2 (Planned General Business) District with an associated Preliminary Development Plan and Final Development Plan. A 2100 sf building is being proposed with a drive-thru on the south-facing facade. The site does not interfere with utility operations and is capable of accommodating the building, use, and other site design elements. The landscaping provides adequate screening to permit a street-facing drive-thru. The applicant is requesting 5 deviations and if granted, the plan is in substantial compliance with the code.

Applicant Presentation

Judd Nelson, Phelps Engineering, introduced himself and the franchise owner, Mark Martinez. HTeaO has a large presence in Texas and Oklahoma but this will be the 1st in the KC area. The site is very tight so the deviations are necessary to make the project work. They have added more than minimum landscaping along the perimeter of the site to offset not as many plantings next to the building. Mr. Nelson stated he and Mr. Martinez were available for any questions.

Public Hearing

Zachary Hills, 713 E. Dogwood St, voiced his excitement for HTeaO coming to Gardner. It is a unique business and has fantastic tea. He believes the owner will keep the business in the greatest condition and is a trustworthy manager.

Motion made to close the public hearing.

Motion: Commissioner Jueneman

Second: Commissioner Cooper

Motion carries unanimously 6-0

Commission Discussion

Commissioner Cooper asked for clarification concerning the monument sign.

Mr. Hunter explained the setback requirements of the sign code as it pertains to the proposed monument sign.

Commissioner Cooper asked how it compared to the signs near Main St.

Mr. Knopick discussed the condition and setbacks of the neighboring business signs.

Commissioner Souza stated his excitement for the new business.

Commissioner Combs admitted he initially was not in favor of the deviations but the staff report explained well the need for them.

Motion made after review of applications 23-304-10 Rezoning and associated Preliminary Development Plan for HTeaO, and staff report dated December 13, 2023, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Approval of deviations 1-4 as presented in the staff report and a deviation from the sign area allowance only per deviation request #5;
2. The proposed monument sign shall be setback a minimum distance of 15 from the property lines which allows the desired sign height without the need for a height deviation; and
3. The applications shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners before the release of the plat for recording.

Motion: Commissioner Meder

Second: Commissioner Jueneman

Motion carries unanimously 6-0

Motion made after review of application 23-304-10 Final Development Plan for HTeaO, and staff report dated December 13, 2023, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Governing Body approval of application 23-304-10 rezoning and associated Preliminary Development Plan for HTeaO with the recommended conditions;
2. The construction plans for any utilities, infrastructure, stormwater, or other public facilities shall meet all technical specifications, and public improvement plans shall be submitted and approved prior to the issuance of a building permit; and
3. The applications shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

Motion: Commissioner Cooper

Second: Commissioner Souza

Motion carries unanimously 6-0

Motion: Commissioner Cooper

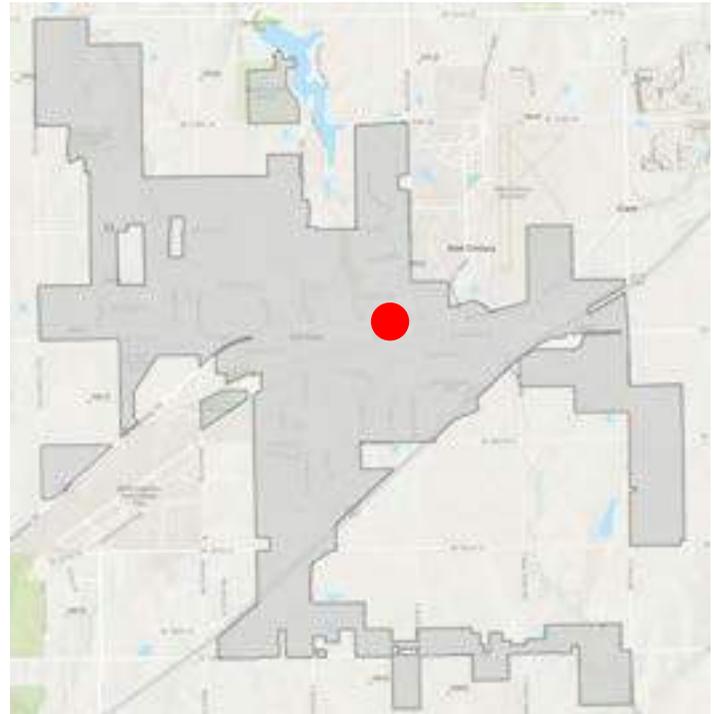
Second: Commissioner Souza

Motion carries unanimously 6-0

Recording of the meeting can be found at:
<https://www.youtube.com/watch?v=0MWhBDgwe402>

Project Name: HTeaO

PROJECT NUMBER	23-304-10
PROJECT NAME	HTEAO
REQUEST	REZONING, PRELIMINARY DEV PLAN, FINAL DEV PLAN
APPLICANT	CLARKITECTURE, LLC
OWNER	DJC PROPERTIES, L.L.C.
ADDRESS	838 E MAIN ST
PARCEL ID	CP50800000 0004



Executive Summary

PRESENT ZONING:	C-2
PROPOSED ZONING:	CP-2
PRESENT LAND USE:	VACANT
PROPOSED LAND USE:	RETAIL STORE WITH DRIVE THRU
TOTAL SITE AREA:	0.81 ACRES
PROP BUILDING TYPES:	SMALL COMMERCIAL PAD



Staff Recommendation

Staff recommends approval of application 23-304-10, a Rezoning and associated Preliminary Development Plan and Final Development Plan for HTeaO with the condition(s) in the recommended motions.

Context:

Background/History

The site was annexed into the City in 1968 with ordinance 1006. It was platted in 2020 as lot 4 of Main Street Market Place. There are utility easements on the north half of the site, with gas, water, electric, and sanitary sewer lines running east to west, which greatly constrict the buildable area of the site. In 2021, access road was moved from the east third of the site to the west.

Surrounding Zoning and Land Use

Zoning	Use(s)
North of Subject Property	
C-2 (General Business) District	Retail – General
East of Subject Property	
C-2 (General Business) District	Personal Services – General: Patriots Bank
South of Subject Property	
ROW	Railroad, Main Street
West of Subject Property	
C-2 (General Business) District	Retail – General: Walgreens

Utilities / Infrastructure

All utilities are located on the site.

Roadway Network & Vehicular Access

The site will be accessed from Main Street through an existing access street and private internal streets.

Sidewalks

An existing 5’ wide sidewalk is located along the north side of Main Street. A

New Century Air Center

The subject property is within the New Century Aircenter Airport Interest Area and within 1 mile of airport owned property and will need to obtain approval from the Johnson County Airport Commission and the Johnson County Board of County Commissioners.

Review Criteria

Zoning Map Amendment (LDC Section 17.03.030 B.)

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;
2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;
3. The suitability of the subject property for the uses to which it has been restricted;
4. The extent to which removal of the restrictions will detrimentally affect nearby property;
5. The length of time the subject property has remained vacant as zoned;
6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant’s property as compared to the hardship imposed by such restrictions upon the property;
7. The recommendations of professional staff;

8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;
9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and
10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

Preliminary Development Plan (LDC Section 17.03.040 C.)

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Comprehensive Plan, and based upon generally accepted planning and design practice.
2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant.
3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.
4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.
5. The plan meets all of the review criteria for a zoning map amendment.

Final Development Plan (LDC Section 17.03.040 C.)

1. In general, any final development plan in compliance with all requirements of this Code shall be approved.
2. In making a determination of compliance, or for site plans accompanying any discretionary review or administrative relief, the review body shall consider whether:
 - a. The site is capable of accommodating the buildings, proposed use, access and other site design elements required by the Code and will not negatively impact the function and design of rights-of-way or adjacent property.
 - b. The design and arrangement of buildings and open spaces is consistent with good planning, landscape design and site engineering principles and practices.
 - c. The architecture and building design uses quality materials and the style is appropriate for the context considering the proportion, massing, and scale of different elements of the building.
 - d. The overall design is compatible to the context considering the location and relationships of other buildings, open spaces, natural features or site design elements.
 - e. Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.
3. The application meets the criteria for all other reviews needed to build the project as proposed.
4. The recommendations of professional staff.
5. The final development plan is in substantial compliance with the approved preliminary development plan.

Staff Findings

The plan meets all the code standards, with the exception of the requested deviations. The building is kept out of the 40' wide utility corridor

Deviations

1. **17.09.040 (E.3) Food and Beverage – Accessory Drive-Through.**

Standard: No street facing drive-through service window.

Proposed: Street facing drive-through service window.

Applicant Response: Due to the long, narrow shape of this lot and the location of the existing utilities and easements, the only area in which a building with a drive-through loop can be located is the southwest corner. As such, there is no flexibility to place the drive-through service window on any elevation other than the south, facing the street. However, the south façade will be designed with an architectural treatment similar to the “front” (north) façade, as shown in the proposed building elevations.

Staff Comment: Compliance with the standard is not practical due to the franchise specific design of the building. Having the drive thru service window facing south toward Main Street was based on the constraints of the site, site access locations, and drive through stacking requirements and circulation. The landscaping row along the south side of the site should mitigate impacts from having vehicle stacking parallel to Main Street. Staff recommends approval of the deviation.

2. Chapter 17.07.040 Small Commercial/Pad Site Transparency

Standard: 50%

Proposed: Service Window

Applicant Response: The nature of HTeaO’s operations inside the building and the relatively small building size are inherently in conflict with the typical building transparency requirements. Over 50% of the building interior is utilized as employee service areas and a kitchen for brewing fresh tea to be sold on the premises. This space is not conducive to glazing on the exterior walls. The remainder of the building interior is utilized as retail space for customers, which does include a substantial amount of glazing on the exterior walls. However, some of this space includes a customer restroom, large equipment that must be placed against a wall (e.g. beverage coolers, ice machines, etc) and other merchandise shelving that would otherwise block/prohibit a window.

Staff Comment: Compliance with the standard is not practical due to the franchise specific design of the building. Having the primary entrance and windows facing north was based on the constraints of the site, site access locations, and drive through stacking requirements and circulation. The landscaping row along the south side of the site should mitigate impacts from having less transparency on the Main Street façade. Staff recommends approval of the deviation.

3. 17.09.020 (C) Sidewalks

Standard: 10’ sidewalk along any building façade with primary entrance.

Proposed: 6’ wide.

Applicant Response: The “shotgun” building footprint reflects the long, narrow shape of this lot. It is essentially the narrowest building possible which is capable of fitting HTeaO’s basic functions. Even with the “shotgun” footprint and pushing it tightly against the building setback line, there is not enough width remaining on this site to provide a 10’ wide sidewalk along the primary entrance. The sidewalk instead varies from 5’ to 6’ wide. This deviation ensures adequate space will be provided for customers to park, use the vehicular drive lanes/drive-thru and use the proposed sidewalks all in a safe manner.

Staff Comment: Compliance with the standard is not possible due to the constraints of the site. All sidewalks will still meet ADA standards, and the majority of site users are anticipated to utilize the drive thru. Staff recommends approval of the deviation.

4. 17.08.030 (A.) Site and Landscape Standards

Standard: Except for buildings permitted within 10’ of ROW, foundation planting areas shall exist along at least 25% of street facing facades and be at least 8’ deep.

Proposed: No foundation plantings, additional landscape plantings along the street.

Applicant Response: Because this site includes a street facing drive-through service window, the street facing façade is by nature in conflict with this landscaping requirement. However, numerous additional shrubs were provided to the east and west of the building to compensate for the lack of landscaping along

the south façade. The trees were dispersed on other areas of the site since it is not appropriate to have them included as part of the foundation frontage.

Staff Comment: Compliance with the standard is not practical due to the constraints of the site. The landscape plan includes significantly more plantings than what would be required by this code standard. Staff recommends approval of the deviation.

5. 17.10.040 Sign Allowances

Standard: Monument signs to be a maximum of 25 SF. Additional 10 SF for each additional 5' setback, up to 65 SF maximum. Monument Sign 6' high maximum. Additional 2' in height for each additional 5' setback, up to 15' maximum.

Proposed: 8' height, 56 SF

Applicant Response: The standard code requirements limit both the area and height of a monument sign based on the setback distance. Even with the maximum setback distance, the maximum allowed area and height are less than that of even HTeaO's smallest freestanding monument signs. The design team is proposing to use the small "cup" sign, as included in the submittal materials. It includes a surface area of approximately 86 SF and a height of approximately 8'-0".

Staff Comment: Staff is supportive of the deviation if the monument sign is moved to be a minimum of 15' from the lot line. This will require only the deviation from the surface area.

Potential Actions

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

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

Recommended Motions

Rezoning and Associated Preliminary Development Plan

After review of application 23-304-10 Rezoning and associated Preliminary Development Plan, and Final Development Plan for HTeaO, and staff report dated December 13, 2023, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Approval of deviations 1-4 as presented in the staff report and a deviation from the sign area allowance only per deviation request #5;
2. Proposed monument sign shall be setback a minimum distance of 15 from the property lines which allow the desired sign height without the need for a height deviation; and
3. The applications shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

Final Development Plan

After review of application 23-304-10 Final Development Plan for HTeaO, and staff report dated December 13, 2023, the Planning Commission approves the application as proposed, provided the following condition is met:

1. Governing Body approval of application 23-304-10 rezoning and associated Preliminary Development Plan for HTeaO with the recommended conditions;

2. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the issuance of a building permit; and
3. The applications shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

Attachments

1. Preliminary and Final Development Plan Packet
2. Proposed Monument Sign

PROJECT INFO

CLIENT:
MARK MARTINEZ

PROJECT:
HTEAO - GARDNER, KS

ADDRESS:
838 E MAIN ST
GARDNER, KS 66030

PROJECT NO: 327

MAIN CONTACT

CHRISTOPHER CLARK, AIA, NCARB
13 PALAFOX PL., STE 200
PENSACOLA, FL 32502
(316) 302-4472
chris@clarkitecture.net

DESIGN TEAM

ARCHITECTURE
CLARKITECTURE
13 PALAFOX PL., STE 200
PENSACOLA, FL 32502
(316) 302-4472

STRUCTURAL
MKEC ENGINEERING
411 N WEBB RD
WICHITA, KS 67206
(316) 684-9600

MEP
BC ENGINEERS
5720 REEDER ST
SHAWNEE, KS 66203
(913) 262-1772

CIVIL & LANDSCAPE
PHELPS ENGINEERING
1270 N WINCHESTER
OLATHE, KS 66061
(913) 393-1155

SHEET INFO

ISSUE DATE: 10/30/23
ISSUED FOR: PDP/FDP

REVISION SCHEDULE		
NO	DESCRIPTION	DATE
1	STAFF COMMENTS	11/20/23

PROFESSIONAL'S SEAL:

SITE PLAN

C2

SITE PLAN NOTES:

- All construction materials and procedures on this project shall conform to the latest revision of the following governing requirements, incorporated herein by reference:
A) City ordinances & O.S.H.A. Regulations.
B) The City of Gardner Technical Specifications and Municipal Code.
- The contractor shall have one (1) signed copy of the plans (approved by the City) and one (1) copy of the appropriate Design and Construction Standards and Specifications at the job site at all times.
- The contractor will be responsible for securing all permits, bonds and insurance required by the contract documents, City of Gardner, Kansas, and all other governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The cost for all permits, bonds and insurance shall be the contractor's responsibility and shall be included in the bid for the work.
- The contractor is responsible for coordination of his and his sub-contractor's work. The contractor shall assume all responsibility for protecting and maintaining his work during the construction period and between the various trades/sub-contractors constructing the work.
- The demolition and removal (or relocation) of existing pavement, curbs, structures, utilities, and all other features necessary to construct the proposed improvements, shall be performed by the contractor. All waste material removed during construction shall be disposed off the project site. The contractor shall be responsible for all permits for hauling and disposing of waste material. The disposal of waste material shall be in accordance with all local, state and federal regulations.
- Contractor shall be responsible for all relocations, including but not limited to, all utilities, storm drainage, sanitary sewer services, signs, traffic signals & poles, etc. as required. All work shall be in accordance with governing authorities specifications and shall be approved by such. All cost shall be included in base bid.
- All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. The contractor shall be responsible for contacting all utility companies for an exact field location of each utility prior to any construction. All underground utilities shall be protected at the contractor's expense. All utilities, shown and unshown, damaged through the negligence of the contractor shall be repaired or replaced by the contractor at his expense.
- The contractor will be responsible for all damage to existing utilities, pavement, fences, structures and other features not designated for removal. The contractor shall repair all damages at his expense.
- The contractor shall verify the flow lines of all existing storm or sanitary sewer connections and utility crossings prior to the start of construction. Notify the engineer of any discrepancies.
- SAFETY NOTICE TO CONTRACTOR:** In accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on or near the construction site.
- Refer to the building plans for site lighting electrical requirements, including conduits, pole bases, pull boxes, etc.

SITE DIMENSION NOTES:

- BUILDING TIES SHOWN ARE TO THE OUTSIDE FACE OF PROPOSED WALLS. THE SUBCONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR SPECIFIC DIMENSIONS AND LAYOUT INFORMATION FOR THE BUILDINGS.
- ALL DIMENSIONS SHOWN FOR THE PARKING LOT AND CURBS ARE MEASURED FORM BACK OF CURB TO BACK OF CURB.

PAVEMENT MARKING AND SIGNAGE NOTES:

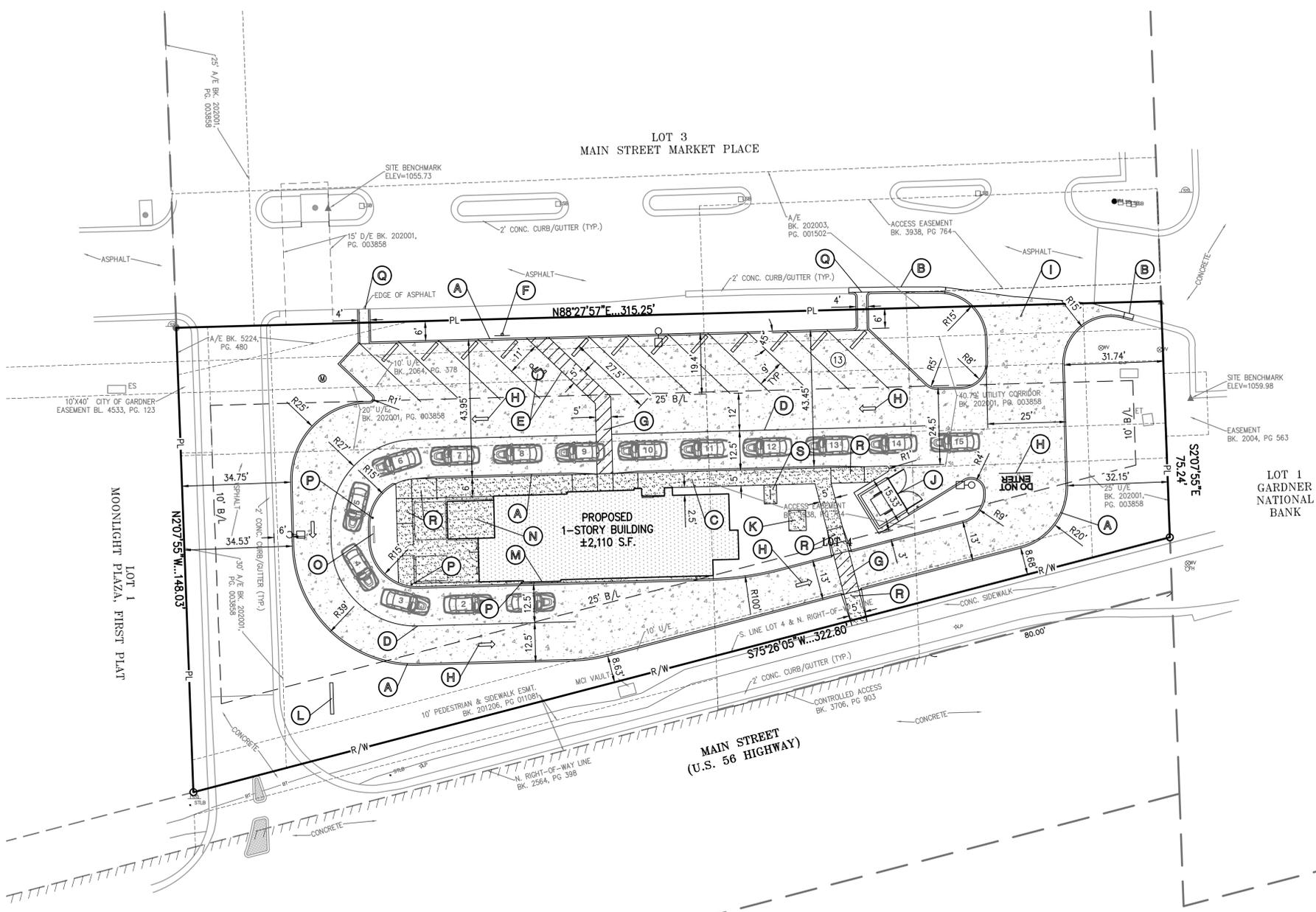
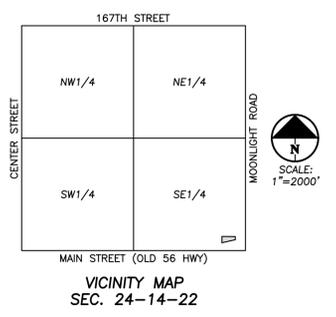
- PARKING STALL MARKING STRIPES SHALL BE FOUR INCH (4") WIDE WHITE STRIPES. DIRECTIONAL ARROW AND HANDICAP STALL MARKINGS SHALL BE FURNISHED AT LOCATIONS SHOWN ON PLANS.
- HANDICAP PAVEMENT MARKINGS AND SIGNS SHALL CONFORM TO ALL FEDERAL (AMERICANS WITH DISABILITIES ACT) AND STATE LAWS AND REGULATIONS.
- TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES".
- STOP SIGNS SHALL BE PROVIDED AT ALL LOCATIONS AS SHOWN ON PLANS AND SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES". SIGNS SHALL BE 18" X 12", 18 GAUGE STEEL AND SHALL BE ENGINEER GRADE REFLECTIVE.
- TRAFFIC CONTROL AND PAVEMENT MARKINGS SHALL BE PAINTED WITH A WHITE SHERWIN WILLIAMS S-W TRAFFIC MARKING SERIES B-2912 OR APPROVED EQUAL. THE PAVEMENT MARKING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. APPLY ON A CLEAN, DRY SURFACE AND AT A SURFACE TEMPERATURE OF NOT LESS THAN 70°F AND THE AMBIENT AIR TEMPERATURE SHALL NOT BE LESS THAN 60°F AND RISING. TWO COATS SHALL BE APPLIED.

SITE KEY NOTES:

- | | |
|---|---|
| (A) CONSTRUCT PRIVATE 6" CONCRETE CURB (TYPICAL). | (M) DRIVE-THRU WINDOW (RE: ARCHITECT'S PLANS). |
| (B) CONSTRUCT PRIVATE 2' CURB & GUTTER (TYPICAL). | (N) WALK-IN BOX (RE: ARCHITECT PLANS). |
| (C) CONSTRUCT PRIVATE CONCRETE SIDEWALK (TYPICAL). | (O) ORDER BOX / MENU BOARD (RE: SIGN VENDOR'S PLANS). |
| (D) INSTALL 4" SINGLE WHITE SOLID LINE. | (P) INSTALL BOLLARD (TYP), RE: ARCH PLANS. |
| (E) CONSTRUCT ACCESSIBLE PARKING SPACE. INSTALL MARKINGS PER STANDARD DETAIL. | (Q) CONSTRUCT CONCRETE FLUME. |
| (F) INSTALL VAN ACCESSIBLE PARKING SIGN. | (R) CONSTRUCT PRIVATE ACCESSIBLE CONCRETE SIDEWALK CURB RAMP (OMIT DETECTABLE WARNING). |
| (G) CONSTRUCT PAINTED PEDESTRIAN CROSSWALK. | (S) INSTALL ONE SHERVE BICYCLE RACK FOR TWO BICYCLE PARKING SPACES (EACH SPACE SHALL BE A MINIMUM 2'X6'). |
| (H) INSTALL PAVEMENT MARKINGS (TYPICAL). | |
| (I) CONSTRUCT COMMERCIAL CONCRETE ENTRANCE PER CITY STANDARD DETAIL. | |
| (J) INSTALL TRASH ENCLOSURE (RE: ARCHITECT PLANS). | |
| (K) CONSTRUCT CONCRETE TRANSFORMER PAD (RE: SHEET C4). | |
| (L) PROPOSED MONUMENT SIGN (RE: SIGN VENDOR'S FOR SIGN DETAIL). | |

LEGEND

- PL — PROPERTY LINE
- - - LL - - LOT LINE
- - R/W - - RIGHT-OF-WAY
- ==== 2' CURB & GUTTER
- 6" CURB
- - B/L - - BUILDING SETBACK LINE
- [Pattern] PROPOSED BUILDING
- [Pattern] CONCRETE PAVEMENT
- [Pattern] CONCRETE SIDEWALK



SITE DATA

LOT 4	35,192 S.F. / 0.8079 AC.
ZONING	C-2 EXISTING CP-2 PROPOSED
PROPOSED BUILDING (1-STORY)	2,110 S.F.
PROPOSED IMPERVIOUS AREA	23,902 S.F. (68%)
PROPOSED PERVIOUS AREA	11,290 S.F. (32%)

PARKING SUMMARY

REQUIRED PARKING	8
RETAIL (1 SPACE PER 250 SF)	
PROPOSED PARKING	12
STANDARD STALLS (9'-0" X 18'-0")	
ACCESSIBLE STALLS	1
TOTAL STALLS	13
REQUIRED ACCESSIBLE STALLS	1-25
TOTAL STALLS	
REQUIRED ACCESSIBLE STALLS	1

LEGAL DESCRIPTION:

LOT 4, MAIN STREET MARKET PLACE, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.
GROSS AREA = ±0.8079 ACRES / ±35,192 SQ.FT.

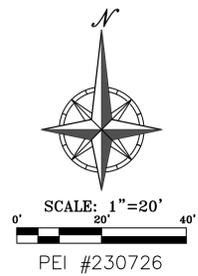
FLOOD NOTE:

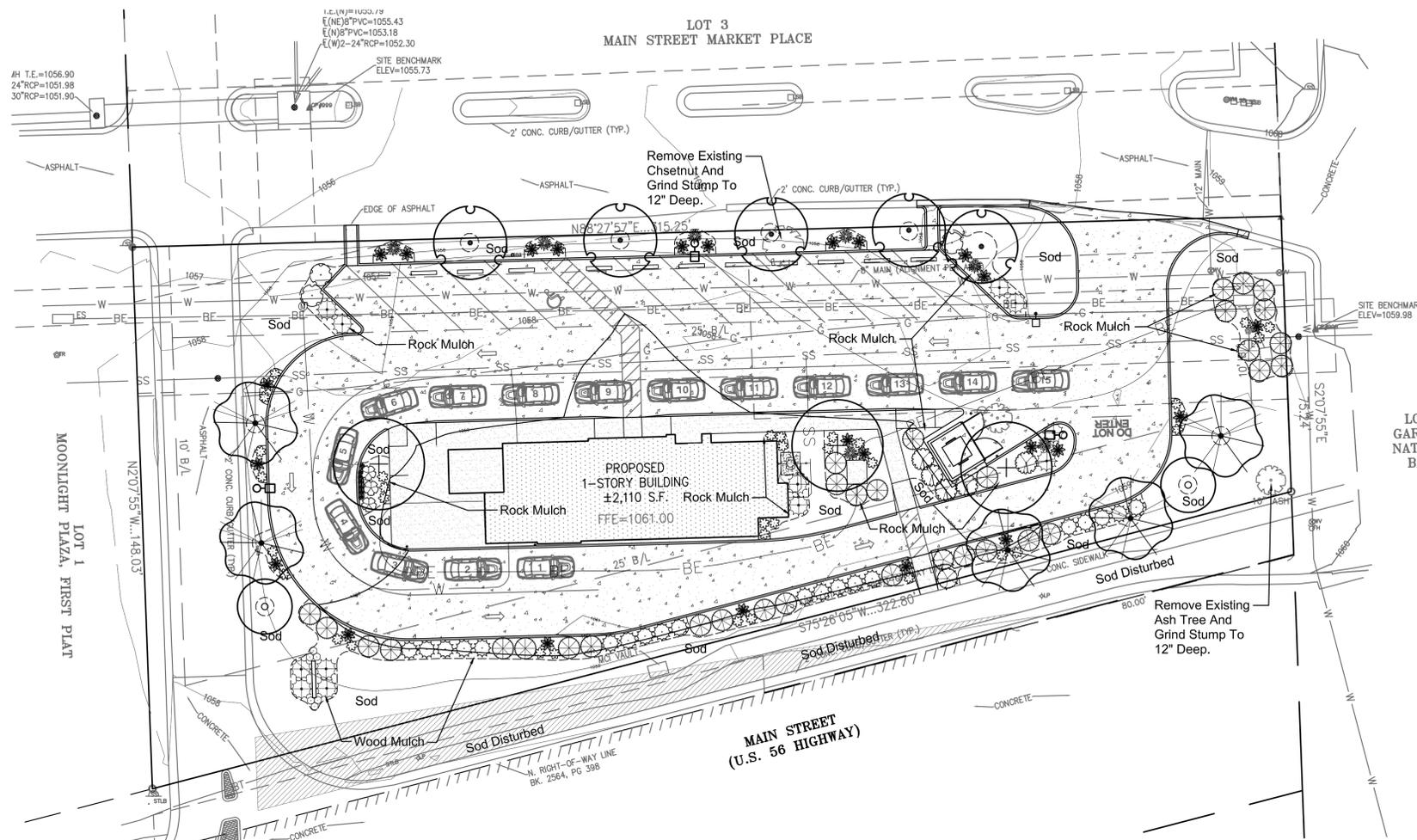
THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0120G, AND DATED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

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.



Know what's below.
Call before you dig.





PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES				
	2	Cercis canadensis / Oklahoma Redbud	B & B	1.5"Cal
	3	Gleditsia triacanthos 'Skyline' / 'Skyline' Honey Locust	B & B	2"Cal
	5	Koelreuteria paniculata / Golden Rain Tree	B & B	2"Cal
	5	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	B & B	2"Cal
SHRUBS				
	7	Cortaderia selloana / Pampas Grass	5 gal	
	20	Ilex glabra 'Shamrock' / Inkberry 18"-24" hgt. & sp.	3 gal	
	32	Juniperus chinensis 'Sea Green' / Sea Green Juniper 24"-30" hgt. & sp.	5 gal	
	12	Juniperus virginiana 'Grey Owl' / Grey Owl Juniper 24" sp.	3 gal	
	2	Juniperus virginiana 'Keteleeri' / Keteleeri Eastern Redcedar B&B	6ft.	
	5	Physocarpus opulifolius 'Center Glow' / Center Glow Ninebark 24"-30" hgt. & sp.	3 gal	
	3	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac 18"-24" sp.	3 gal	
	3	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Spiraea 18"-24" hgt.	3 gal	
ANNUALS/PERENNIALS				
	7	Ceratostigma plumbaginoides 'Blue Plumbago' / Blue Plumbago	1 gal	
GRASSES				
	6	Calamagrostis acutiflora 'Karl Foerster' / Feather Reed Grass 24" hgt.	3 gal	
	24	Miscanthus sinensis 'Gracillimus' / Maiden Grass 24"-30" hgt.	3 gal	
	33	Miscanthus sinensis 'Morning Light' / Eulalia Grass 24" hgt.	3 gal	

17.08.030 LANDSCAPE DESIGN

	Required	Provided
Street Trees 1 per 40'-60' of street frontage 292' divided by 60' = 4.86 (5) shade trees	5	5*
Foundation Planting:		
25% of street facing facades	21ft.	8ft.**
1 small tree per 40' of foundation	2	2***
1 shrub per 10' of foundation	8	3**
Parking Area:		
1 tree per 40 spaces 13 spaces divided by 40 = .325	.325	1
1 shrub per 5' 252' divided by 5' = 50.4	50.4	53
1 tree per 30 l.f. of parking perimeter 596 56' divided by 30 = 19.8	19.8	20

* Count as part of parking street frontage trees

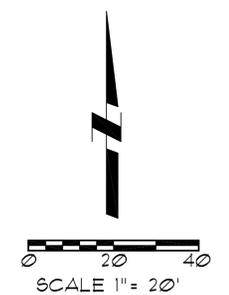
DEVIATION REQUESTS

- ** Drive thru of this type not conducive to foundation shrubs on street side. Numerous shrubs to east and west of bldg. to compensate.
- *** Placed other areas on site since not appropriate to have as part of foundation frontage.

Utility Note:

Utilities shown on plan are diagrammatic and some may be missing. Before starting any construction call appropriate locating service. In Kansas call 1-800-DIG-SAFE (344-7233) to have utilities located.

NOTE:
Details and specifications to be provided in construction documents.



**Landscape Plan
HTeaO**

East Main St. and South Moonlight
Gardner, Kansas

LS-1



Oppermann LandDesign, LLC
Land Planning Landscape Architecture
22 Debra Lane peteoppermann56@gmail.com
New Windsor, New York 12553 913.529.5598

12/08/2023

MS.1 DF MONUMENT SIGN (Qty 1)
 SQUARE FOOTAGE: 86 SQ FT



COLOR PHASES OF CUP
 SCALE: NTS



PROPOSED
 SCALE: 3/4"=1'

JONES SIGN
 Your Vision. Accomplished.
A MORTENBEN COMPANY

JOB #: 19055_R1
 DATE: 08.3.2023
 DESIGNER: JAY M
 SALES REP: DAVE M
 PROJ MGR: STEPHANIE R

REQUIRED:		
<input type="checkbox"/> FIELD SURVEY	<input type="checkbox"/> PAINT COLOR	<input type="checkbox"/> FONTS
<input type="checkbox"/> VECTOR ARTWORK	<input type="checkbox"/> CLIENT PMS COLOR	<input type="checkbox"/> ENGINEERING
OTHER:		

LANDLORD APPROVAL	DATE
CLIENT APPROVAL	DATE



HteaO
 Multiple Addresses

SHEET NUMBER
5.0

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COUNCIL ACTION FORM COMMITTEE RECOMMENDATION No. 2

MEETING DATE: **JANUARY 16, 2024**

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

Agenda Item: Consider adopting ordinance approving a rezoning from RUR (Rural, Agriculture) District to RP-2 (Planned Two Family) District; and consider approval of the associated Preliminary Development Plan for Lone Star Prairie, a 47.71 acre, 191 lot single family subdivision, Located on the south side of 175th St. approximately 700' west Osage St.

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:

After review of application 23-303-02 Rezoning and associated Preliminary Development Plan, and Preliminary Plat for Lone Star Prairie, and staff report dated December 13, 2023, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Approval of deviations 2-4 as presented in the staff report;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Revise the eastern street to deter through traffic from the south as determined by Public Works.

Note: list of deviations can be found on pages 4 and 5 of attached staff report.

Staff Recommendation:

Staff recommended approval of the rezoning and associated preliminary development plan with four deviations and recommended the Planning Commission forward the recommendation for approval to the Governing Body.

The Planning Commission did not approve deviation request 1, which would allow for a suburban block length of 1,350', greater than the 1,000' maximum. With the Planning Commission recommendation, the applicant must revise the road network. Staff believes a solution could be found to meet the 1000' block length maximum and condition 3.

Background/Description of Item:

The property was annexed in 2023 with ordinance 2780. Currently, the property is largely undeveloped agricultural land, however, it does have approximately 10 oil wells on it. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings).

Financial Impact:

None.

Other Impacts:

None

Attachments included:

- Ordinance
- Draft Planning Commission Minute Excerpt
- Planning Commission Packet

Suggested Motion:

Accept the recommendation of the Planning Commission and approve Ordinance No. 2792, 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. 2792

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 December 19, 2023, 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 encompassing approximately 47.71 acres located approximately 700' west of the intersection of 175th St. and Osage St. shall hereafter have a zoning classification of RP-2 (Planned Two Family) District in accordance with the preliminary development plan 23-303-02 Lone Star Prairie dated December 6, 2023 and subject to the following conditions:

1. Approval of deviations 2-4 as presented in the staff report;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Revise the eastern street to deter through traffic from the south as determined by Public Works.

CASE NO. 23-303-02

Rezoning from County RUR (Rural, Agriculture) District to RP-2 (Planned Two Family)

Legal Description:

All that part of the Northeast Quarter of Section 28, Township 14, Range 22, Johnson County, Kansas, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 28; thence South 89 degrees 44 minutes 32 seconds East, along the North line of the Northeast Quarter of said Section 28, a distance of 1845.67 feet to the point of beginning; thence continuing South 89 degrees 44 minutes 32 seconds East, along the North line of the Northeast Quarter of said Section 28, a distance of 757.21 feet, to the Northeast corner of the Northeast Quarter of said Section 28; thence South 0 degrees 10 minutes 11 seconds East, along the East line of the Northeast Quarter of said Section 28, a distance of 2623.41 feet, to the Southeast corner of the Northeast Quarter of said Section 28; thence North 89 degrees 50 minutes 28 seconds West

along the South line of the Northeast Quarter of said Section 28, a distance of 824.40 feet; thence North 0 degrees 48 minutes 10 seconds East, a distance of 2204.42 feet; thence South 89 degrees 44 minutes 32 seconds East, parallel to the North line of the Northeast Quarter of said Section 28, a distance of 29.78 feet; thence North 0 degrees 10 minutes 11 seconds West, a distance of 420.42 feet to the point of beginning, except that part in streets and roads. Subject to easements and restrictions of record.

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

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

PASSED by the Governing Body this 16th day of January, 2024.

SIGNED by the Mayor this 16th day of January, 2024.

CITY OF GARDNER, KANSAS

(SEAL)

Todd Winters, Mayor

Attest:

Renee Rich, Interim City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

(Case No. 23-303-02)

3. Lone Star Prairie 23-303-02 Rezoning, Preliminary Development Plan & Preliminary Plat (Public Hearing)

Staff Presentation

Jesse Hunter, presented the staff report for Lone Star Prairie, a request for rezoning from County RUR (Rural, Agriculture) District to RP-2 (Planned Two-Family Residential) District with an associated Preliminary Development Plan and Preliminary Plat. The property was annexed this year and is largely undeveloped, however, it does have approximately 10 oil wells on it. Before each phase can be developed, they must be removed according to regulations set by the Kansas Department of Health and Environment. The applicant is proposing 191 single-family lots. Due to the lots being 50' wide, they would be considered detached houses – neighborhood and the R-2 zoning district is necessary. The zoning and lot size are similar to the Meadows portion of Prairie Trace and the Cypress Creek development. The development proposal is to have three phases, beginning in the northeast. Public Works has concerns with the eastern roadway that runs north/south. They have requested that the applicant add a cul-de-sac to prevent future traffic from utilizing it as a collector street. The idea is to prevent a similar situation that we have heard about in the Fairfield development. There are 5 deviation requests although the staff is in agreement with only 4 of them. Staff finds the plan is in general compliance with the Land Development Code provides access points for adjacent properties and does not deter any existing or future development on adjacent lots. It achieves the code intent to minimize the number of lots accessing collector streets and the applicant must provide a solution to deter future traffic along the eastern street.

Applicant Presentation

Ben Gasper, SMH Consultants, introduced himself and stated he would be available to answer any technical questions. He stated the intent is to bring single-family, entry-level homes to the City. Roman Haehn, Circle H Land Development, said he was born and raised in Kansas, and although he currently lives in Texas he intends to move back as he continues to develop the land here. He wanted to find an underserved area and provide an alternative to the standard 70 ft. lots that cost 600-700k.

Public Hearing

Terry Simpson, 17540 Four Corners Rd stated his 3 concerns. He believes the City recently purchased the land has recently bought purchased the property on the north/south runway and he is at a loss as to why they are considering building houses on the east/west runway. His second concern is how the sewer will be handled. The final concern of the amount of water 175th St currently collects during rainstorms. He would like to know where all the water where go when 191 homes are built because that is a lot of pavement.

Krista Wilson, 16240 Edgerton Rd, speaking on behalf of the property owner of 32665 W 175th St, Gordon Land LLC. Since 1942 the Gordon family has watched the City of Gardner continue to expand towards the farm and knew the day was coming when housing developments would become a reality. The LLC members are aware of progress and development and know this kind of expansion is inevitable and are also supportive of property rights to develop their property as they see fit. This is not the type of development they would like to see in this area as farming is the livelihood of several members of the family currently. When you live in the country there are certain aspects of the quality of life you expect and enjoy including a sense of privacy. The LLC members have concerns as the property is a fully functional farm with potential for livestock and has no intent of changing its usage at any time. There are sights, sounds, and smells that urban residents are unlikely to appreciate as they have already received complaints from other developments. The LLC hopes the development prepares for this with future residents and has a plan in place to address this without causing issues for the farm.

Greg Lefmann, 32965 W 175th, currently operates the family farm east of the proposed development. He is deeply saddened by the proposition of the new housing development and the threat to the heritage of

the farm. He hopes that an attitude of respect will be fostered within construction crews and future residents. The farm will do its best to be respectful, understanding, and neighborly and hopes to be treated the same. He asks that the property lines be respected during construction and he will be communicated with as needed. The quality of the soil is a farmer's greatest asset and the more it is compacted and driven on the harder it is to produce a viable crop. He emphasized what it is like to live next to a farm including large machinery early in the mornings and late into the night. There will be products applied to the crops that can be odorous as well as the dust crops can produce. His main objective and desire is that there be mutual consideration between the farm and the residents of the development.

Gloria Lefmann, 32965 W 175th St, lives at the corner east of the proposed development. She said she has been approached many times by people who would like to purchase the property from her but doesn't think that will be the case any longer. According to the plans, 6 homes will be backing up to her property so she will be investing in blackout curtains for her bedroom.

William Willis, 17795 Four Corners Rd, lives on 10 acres with a large pond that is fed from a 175th St. ravine and low spots on the property being discussed. He noticed a couple of proposed detention ponds that are to be built but doesn't know where the water will go when we have heavy rain as it is full already and believes there's one on the east side that could hinder the farm property and crops there. He said the building of the homes will cause contaminants and possibly cause damage to the pond where his kids and grandkids fish. When the oil wells are removed it could also cause contamination and wonders if this can be addressed or has already been addressed. He referenced LCS Section 17.30.3 paragraph D and stated he has not seen any surveys or studies concerning stormwater runoff. He mimicked Mr. Simpson's concerns about the proximity of the airport runways and suggested it be redesigned with fewer homes and more green space.

Motion made to close the public hearing.

Motion: Commissioner Meder

Second: Commissioner Jueneman

Motion carries unanimously 6 -0

Commission Discussion

Commissioner Combs expressed his concerns with the removal of the oil wells.

Mr. Gasper stated the contract requires the current property owners to close them according to KDHE and EPA standards and go through certain testing to make sure there are no leaks.

Commissioner Meder stated she is not comfortable with approving the block length deviation request as she believes similar streets in town have become raceways. She inquired about condition #2 concerning stormwater management and the potential changes after approval. She also said she had mixed feelings about the density of the development as the lots are very small.

Mr. Knopick stated the planning commission will likely see this type of condition on all planned developments as Public Works wants to send a clear message that stormwater has to be dealt with the right way.

Mr. Gasper said they are still talking with Public Works Engineering to mitigate any concerns with street traffic and are open to looking at other options to rearrange the streets to make sure it's not a raceway.

Commissioner Meder asked what the findings were concerning the proximity of the airport to the development.

Mr. Knopick stated that because Public Works manages the airport and there are requirements to meet FAA requirements as well as provide additional documentation as part of the final development plan. If FAA provides clearance then Public Works does not see a problem with it as the airport master plan shows the potential of that runway shifting to the south at some point if reconstructed.

Mr. Gasper stated the proposed duplexes have been removed from the plan and are now fully single-family homes.

Commissioner Meder asked if there was any screening between the development and farmland that would be discussed at the final development.

Mr. Case stated the Land Development Code does not require screening between Agriculture and Residential zoning.

Mr. Knopick stated a condition could be added as a preliminary or final development to address screening concerns.

Commissioner Jueneman said he also had concerns with the extended block length and would like to see more traffic calming measures. He asked the engineer to clarify if the detention basins would be wet or dry detention.

Mr. Gasper stated they are proposing dry detention basins which essentially hold the water a bit longer to make sure all the sediment clears out before it is released. Because the site is mostly clay soil they are waiting on a Geotech report to confirm if an infiltration basin is possible on the northeast side as they would prefer to have the water filtrate back down into the ground rather than dumping it into the neighboring properties.

Mr. Knopick said the airport would have concerns with wet detention in proximity to the air operations as it would attract waterfowl.

Commissioner Jueneman said he is in favor of a screening barrier next to existing homes. He asked if the lot sizes are comparable to the lots in the new Cypress Creek development.

Mr. Knopick confirmed Cypress Creek and Prairie Trace lots were similar in size.

Commissioner Cooper asked what the community amenity maybe that is listed on the plans.

Mr. Gasper said the developer had not determined exactly what the amenity would be but, a park, a dog park, and a possible trail have been discussed as options.

Chair Ham said she was in agreement with the commissioner's comments and concerns and thanked the developer for answering all questions.

Mr. Gasper said they are committed to working with City staff to do whatever is necessary to mitigate the concerns voiced tonight.

Mr. Knopick addressed a few concerns during the public hearing concerning sewer and water.

The development would be serviced by connecting to a trunk line that is along one of the tributaries of Kill Creek so they will have to run a sewer line from the development back to the north and probably put in a lift station. The water would be provided by Rural Water 7 as it is in their service area.

Mr. Gasper addressed the stormwater concern and stated this development has dedicated an additional chunk of the right of way along 175th so that in the future if there were to be an upgrade to the street the right of way is already dedicated.

Commissioner Combs asked if there is a general project timeline and what are the steps to co-exist with the private property owners.

Mr. Haehn stated once they can break ground they hope to complete it in a 18 month timeframe. He said he grew up on a farm in Western Kansas and values that lifestyle. He wants to make sure they have direct access to him and will address any concerns they may have.

Motion made after review of application 23-303-02 Rezoning and associated Preliminary Development Plan, and Preliminary Plat for Lone Star Prairie, and staff report dated December 13, 2023, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

- 1. Approval of deviations 2,3 & 4 as presented in the staff report;**
- 2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and**
- 3. Revise the eastern street to deter through traffic from the south as determined by Public Works.**

Motion: Commissioner Meder

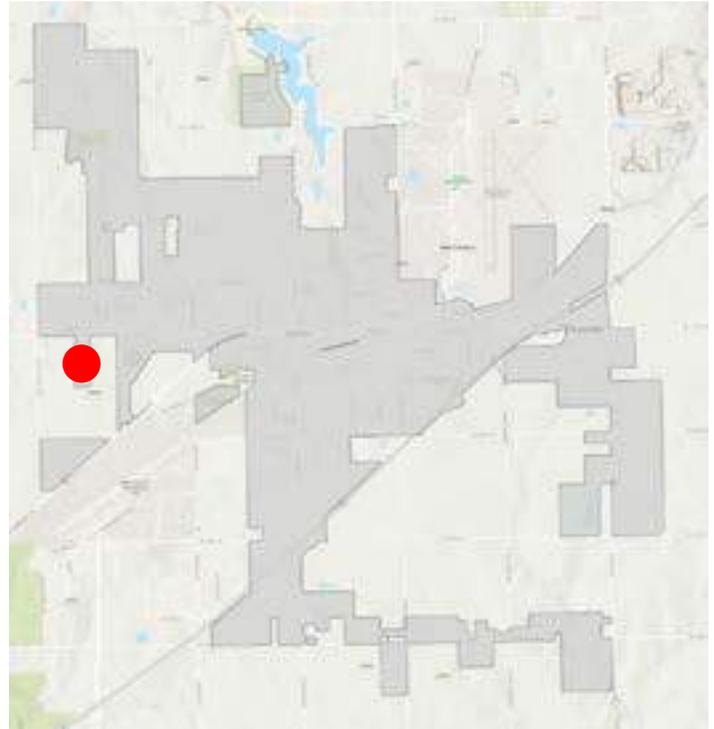
Second: Commissioner Jueneman

Motion carries unanimously 6-0.

Recording of the meeting can be found at:
<https://www.youtube.com/watch?v=0MWhBDgwe404>

Project Name: Lone Star Prairie

PROJECT NUMBER	23-303-02
PROJECT NAME	LONE STAR PRAIRIE
REQUEST	REZONING, PRELIMINARY DEV PLAN, PRELIMINARY PLAT
APPLICANT	SMH CONSULTANTS
OWNER	CIRCLE H HOLDINGS LLC
PARCEL ID	4F221428-3008



Executive Summary

PRESENT ZONING:	RUR
PROPOSED ZONING:	RP-2
PRESENT LAND USE:	AG
PROPOSED LAND USE:	RESIDENTIAL
TOTAL SITE AREA:	47.71 ACRES
PROPOSED LOT #:	191 LOTS
PROP BUILDING TYPES:	SINGLE FAMILY HOUSES



Staff Recommendation

Staff recommends approval of application 23-303-02, a Rezoning and associated Preliminary Development Plan and Preliminary Plat for Lone Star Prairie with the condition(s) in the recommended motion.

Context:

Background/History

The property was annexed in 2023 with ordinance 2780. Currently, the property is largely undeveloped agricultural land, however, it does have approximately 10 oil wells on it. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings).

Surrounding Zoning and Land Use

Zoning	Use(s)
North of Subject Property	
County RUR (Rural, Agriculture) District	Row crops
East of Subject Property	
County RUR (Rural, Agriculture) District	Row crops, homestead
South of Subject Property	
County RUR (Rural, Agriculture) District	Row crops
West of Subject Property	
County RUR (Rural, Agriculture) District	Row crops, homestead

Utilities / Infrastructure

Electric

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

Water

The property is in the Water District 7 service area. It has not been determined if the City of Gardner will take over this service area or if it will remain with Water District 7. In either case, the water main along 175th Street will need to be upgraded.

Sanitary Sewer

Sanitary sewer will be serviced by Gardner. Gravity lines will flow within the development to the western portion of the site, where a lift station will be installed to transport to the northeast. The system will be designed to have the lift station removed if development occurs further to the west.

Storm Sewer

Storm sewer improvements are provided with the proposed storm water detention and drainage areas. Detention areas are located on the northeast and western portions of the site.

Roadway Network & Vehicular Access

The development will be accessed through an existing internal street network. The southern east-west street is considered Collector – Standard, with a 60’ wide right-of-way. The rest of the internal street network is considered local-standard and has a 50’ wide right-of-way. 5’ wide sidewalks are to be built on both sides of all internal streets. Public Works has concerns that the eastern street could function as a collector street with surrounding future development. There is a recommended condition of approval to resolve this.

Review Criteria

Preliminary Plat (LDC Section 17.03.030 D.)

- a. 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.
- b. 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.
- c. 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.
- d. Any impacts identified by specific studies or technical reports, including a preliminary review of stormwater, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
- e. The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.
- f. The design does not impede the construction of anticipated or planned future public infrastructure within the area.
- g. The recommendations of professional staff, or any other public entity asked to officially review the plat.

Zoning Map Amendment (LDC Section 17.03.030 B.)

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;
2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;
3. The suitability of the subject property for the uses to which it has been restricted;
4. The extent to which removal of the restrictions will detrimentally affect nearby property;
5. The length of time the subject property has remained vacant as zoned;
6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;
7. The recommendations of professional staff;
8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;
9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and
10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

Preliminary Development Plan (LDC Section 17.03.040 C.)

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Comprehensive Plan, and based upon generally accepted planning and design practice.
2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant.
3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.
4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.

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

Staff Findings

The plan meets all the code standards, with the exception of the requested deviations. Before each phase can be developed, the oil wells must be removed according to regulations set by the Kansas Department of Health and Environment.

Comprehensive Plan

The *City of Gardner 2014 Comprehensive Plan* identifies this parcel for Agriculture/Rural Residential, but did not identify detailed future land use for the areas southwest of Gardner. The proposed use is considered low density residential, which is not consistent with the future land use map. It is, however, adjacent to future low density residential across W 175th Street.

Deviations

1. Section 17.04.010 (B.) Street Network; Street Networks and Street Design; Subdivision Standards

Standard: Suburban Block Length of 1,000' maximum.

Proposed: Suburban Block Length of 1,350' maximum.

Applicant Response: *Due to the unique lot shape for this site, the maximum lot length cannot be easily provided. The proposed layout already includes two access points to the east, with a T-intersection in the middle, providing good traffic flow throughout.*

Staff Comment: *To properly meet this requirement, a third stub street to the east would be needed. Due to the location of the Gardner Municipal Airport runway protection zone to the east, there is less need for stub streets on that side. Staff recommends approval of the deviation*

2. Section 17.07.050 (C.) Access Width Limits; Neighborhood Yard; Design Standards; Frontage Design; Building Standards

Standard: 15%, 20' max. per access point

Proposed: 20' max. per access point

Applicant Response: *A two car driveway is typically 20'. Due to the 50' wide lots, the percentage would be greater than 15%, however 20' max is suitable for this development.*

Staff Comment: *In the proposed development, the Local Standard Street Type, is being utilized which pairs with the Neighborhood Frontage Type. This frontage type permits access width limits of 15% for the lot width and 20' maximum. However, the subdivision has been platted out to have 50' wide lots and would only allow for only a 7.5' wide driveway. Staff recommends approval of the deviation.*

3. Section 17.07.050 (C.) Design and Performance Standards; Neighborhood Yard; Design Standards; Frontage Design; Building Standards

Standard: Allocation of space shall be: 5%-20% hardscape

Proposed: Allocation of space shall be: 45%

Applicant Response: *Due to the narrow lot size, a larger percentage of the frontage will be occupied with the two car driveways necessary to access the homes.*

Staff Comment: *A 20' wide driveway with a 50' wide lot requires greater hardscape than what is allowed in the Neighborhood Yard frontage. Staff recommends approval of the deviation.*

4. Section 17.07.050 (C.) Design and Performance Standards; Neighborhood Yard; Design Standards; Frontage Design; Building Standards

Standard: All buildings shall have a direct sidewalk connection at least 4' wide between the sidewalk and the front entry feature.

Proposed: All buildings shall have a direct sidewalk connection at least 4' wide between the driveway and front entry feature.

Applicant Response: *This request would allow easy access from the driveway to the front entry of the home, which promotes parking in the driveway instead of the street. Additionally impervious surface would be decreased, which would decrease the amount of runoff from the site, as well as allow more area for landscaping.*

Staff Comment: *The intent of this standard is to promote walkability and a pedestrian-oriented framework as experienced from the public realm to the front door of the house. The applicant is proposing a sidewalk from the front of the house to the driveway. Having any walkway helps to maintain that visual connection, and therefore staff supports this deviation based on the proposed context of the planned development.*

5. Section 17.04.040 Design and Performance Standards; Detached House – Neighborhood; Specific Building Type Standards; Building Standards

Standard: Garage Limits = 25% of façade if front-loaded

Proposed: Garage Limits = 80% of façade if front-loaded

Applicant Response: *Due to the narrow building style for some of the lots, 80% of the frontage of the home will be the garage.*

Staff Comment: *Staff is not supportive of 80% of the building façade being garage. Since this development is at the Preliminary Plan stage, staff recommends waiting until such time as building elevations have been submitted with the Final Development Plan to determine what the garage limit façade percentage will be, and if needed, the applicant request a deviation.*

Potential Actions

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

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

Recommended Motion

After review of application 23-303-02 Rezoning and associated Preliminary Development Plan, and Preliminary Plat for Lone Star Prairie, and staff report dated December 13, 2023, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Approval of deviations 1-4 as presented in the staff report;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Revise the eastern street to deter through traffic from the south as determined by Public Works.

Attachments

1. Preliminary Development Plan and Plat Packet

DESCRIPTION:

All that part of the Northeast Quarter of Section 28, Township 14, Range 22, Johnson County, Kansas, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 28; thence South 89 degrees 44 minutes 32 seconds East, along the North line of the Northeast Quarter of said Section 28, a distance of 1845.67 feet to the point of beginning; thence continuing South 89 degrees 44 minutes 32 seconds East, along the North line of the Northeast Quarter of said Section 28, a distance of 757.21 feet, to the Northeast corner of the Northeast Quarter of said Section 28; thence South 0 degrees 10 minutes 11 seconds East, along the East line of the Northeast Quarter of said Section 28, a distance of 2623.41 feet, to the Southeast corner of the Northeast Quarter of said Section 28; thence North 89 degrees 50 minutes 28 seconds West along the South line of the Northeast Quarter of said Section 28, a distance of 824.40 feet; thence North 0 degrees 48 minutes 10 seconds East, a distance of 2204.42 feet; thence South 89 degrees 44 minutes 32 seconds East, parallel to the North line of the Northeast Quarter of said Section 28, a distance of 29.78 feet; thence North 0 degrees 10 minutes 11 seconds West, a distance of 420.42 feet to the point of beginning, except that part in streets and roads.

Subject to easements and restrictions of record.

CENTERLINE CURVE DATA						
CURVE #	RADIUS	LENGTH	CHORD	DELTA	TANGENT	BEARING
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C4	200.00	125.99	123.92	36°05'39"	65.17	S 15°53'51" W
C5	150.00	91.94	90.51	35°07'03"	47.46	S 16°23'09" W
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C10	300.00	104.40	103.87	19°56'18"	52.73	N 7°52'53" E
C11	300.00	131.52	130.46	25°07'03"	66.83	S 7°36'51" E
C12	300.00	136.63	135.45	26°05'39"	69.52	S 7°9'06" E

SITE DATA TABLE:

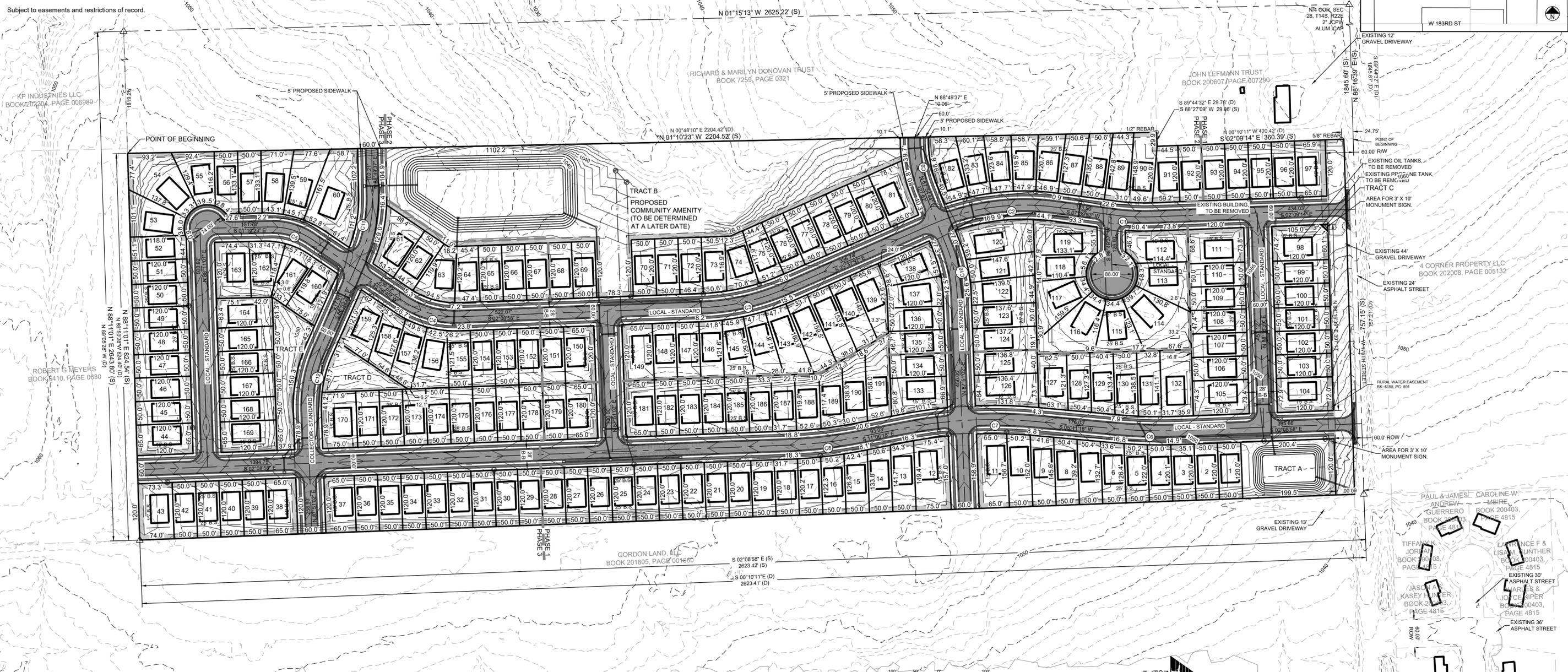
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 GROSS PROJECT AREA (SQ FT): 2078746 SQ. FT.
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 PROPOSED ZONING: RP-2
 PROPOSED NUMBER OF LOTS: 191
 PROPOSED LAND USE: SINGLE-FAMILY RESIDENTIAL
 MINIMUM LOT WIDTH: 50 FEET
 MINIMUM LOT DEPTH: 120 FEET
 MINIMUM LOT AREA: 6,000 SF
 DENSITY: 0.25
 FRONTAGE TYPE: NEIGHBORHOOD YARD
 BUILDING TYPE: DETACHED HOUSE - NEIGHBORHOOD LOCAL - STANDARD 28' B-B (PARKING ON BOTH SIDES)
 STREET TYPE: COLLECTOR - STANDARD 28' B-B (PARKING ON BOTH SIDES)
 NATURAL AREA: 4.77 ACRES
 OPEN SPACE AREA (PROVIDED): 5.82 ACRES
 RIGHT OF WAY WIDTH: 60 FEET
 FRONT SETBACK/SIDE STREET: 25 / 15 FEET
 REAR YARD: 25 FEET
 SIDE YARD: 5 FEET

OWNER:
 CIRCLE H HOLDINGS LLC
 5858 NAPLES DR
 FLOWER MOUND, TX 75028
 PH: 1-512-900-0338

SURVEYOR:
 SMH CONSULTANTS, P.A.
 TIM SLOAN VICE-PRESIDENT
 2017 VANESTA PLACE, SUITE 110
 MANHATTAN, KS 66503
 PH: 785-776-0541

ENGINEER:
 SMH CONSULTANTS, P.A.
 BEN GASPER
 5201 JOHNSON DRIVE, SUITE 405
 MISSION, KS 66205
 PH: 913-444-9615

Notes:
 No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.
 No gaps or overlaps exist.
 There are no lines of possession that affect this survey.
 Parent tract is recorded in Book 202301, Page 00329, Register of Deeds Office, Johnson County, Kansas.
 Tracts A, B & C are intended to be private open space, common areas, and may include but not limited to landscaping, fencing, subdivision monuments, stormwater detention, and amenities and will be owned and maintained by the Homeowners Association.
 All streets shall be paved per City of Gardner Standards.
 All sidewalks shall be of Portland cement concrete.
Floodplain Note:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20091C0073G, effective date, August 3, 2009.
Utility Notes:
 Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plan for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.



LOT TABLE		TRACT TABLE																								
Parcel #	Area (S.F.)	Tract	Area (S.F.)																							
1	6000	16	6217	31	6000	46	6000	61	8565	76	6000	91	6224	106	6000	121	7122	136	6000	151	6000	166	6000	A	23989	
2	6000	17	6051	32	6000	47	6000	62	6000	77	6000	92	6000	107	6000	122	7380	137	6610	152	6000	167	6000	B	203333	
3	6001	18	6001	33	6000	48	6000	63	7332	78	6000	93	6000	108	6000	123	6870	138	7885	153	6000	168	6000	C	112	
4	6044	19	6000	34	6000	49	6000	64	6003	79	6000	94	6000	109	6000	124	6849	139	7594	154	6000	169	7800	D	10130	
5	6202	20	6000	35	6000	50	6000	65	6000	80	6000	95	6000	110	6000	125	6828	140	7549	155	6013	170	8957	E	15824	
6	6476	21	6000	36	6000	51	6000	66	6000	81	8254	96	6000	111	8796	126	9211	141	7833	156	7813	171	6000		186	6000
7	6798	22	6000	37	7800	52	6078	67	6000	82	8647	97	7854	112	8927	127	7355	142	8372	157	6722	172	6000		187	6059
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9	7441	24	6000	39	6000	54	13189	69	6000	84	6444	99	6000	114	13882	129	6519	144	7262	159	8348	174	6000		189	6418
10	7728	25	6000	40	6000	55	7568	70	6000	85	6375	100	6000	115	7985	130	6809	145	6999	160	7721	175	6000		190	7431
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15	6506	30	6000	45	6000	60	16562	75	6061	90	7575	105	8858	120	11357	135	6000	150	7800	165	6000	180	7800			

SYMBOL LEGEND		LINETYPE LEGEND	
○	Monument Found (Rebar). Origin: unknown, unless otherwise noted.	— UE	UNDERGROUND ELECTRIC
●	1/2"x24" Rebar w/CL566 Cap Set	— OE	OVERHEAD ELECTRIC
△	Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.	— T	TELEPHONE LINE
*	Assumed Bearing	— FO	FIBER OPTIC LINE
①	Curve Number	— EXHIB 60	SANITARY SEWER LINE
(D)	Deed Dimension	— EXHIB W	WATER LINE
(S)	Surveyed Dimension	— EXHIB ST	STORM SEWER LINE
B.S.	Building Setback	— X	FENCE
U.E.	Utility Easement	—	PROPERTY LINES
U.E.	Utility Easement Hatch	—	BUILDING SETBACKS
		—	EASEMENTS
○	FIBER OPTIC SIGN	□	TELEPHONE PEDESTAL
□	FIBER OPTIC PEDESTAL	⊙	SANITARY SEWER MANHOLE
○ _{GM}	GAS METER	○ _{CC}	SANITARY SEWER CLEAN OUT
○ _{GV}	GAS VALVE	○ _{SS}	SANITARY SEWER SIGN
○ _{GR}	GAS RISER	○ _{WM}	WATER METER
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⊕	LIGHT POLE	⊕	BUSHES
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⊕	ELECTRIC METER		
⊕	ABANDONED		
⊕	DEAD MAN ANCHOR		
⊕	ELECTRIC PANEL		

Preliminary Development Plan

LONE STAR PRAIRIE

An Addition to the City of Gardner,
 Johnson County, Kansas

SMH CONSULTANTS
 Civil Engineering • Land Surveying • Landscape Architecture
 Manhattan, KS • HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By: RJC Project # 2301-0017 TDS # 92
DECEMBER 8, 2023

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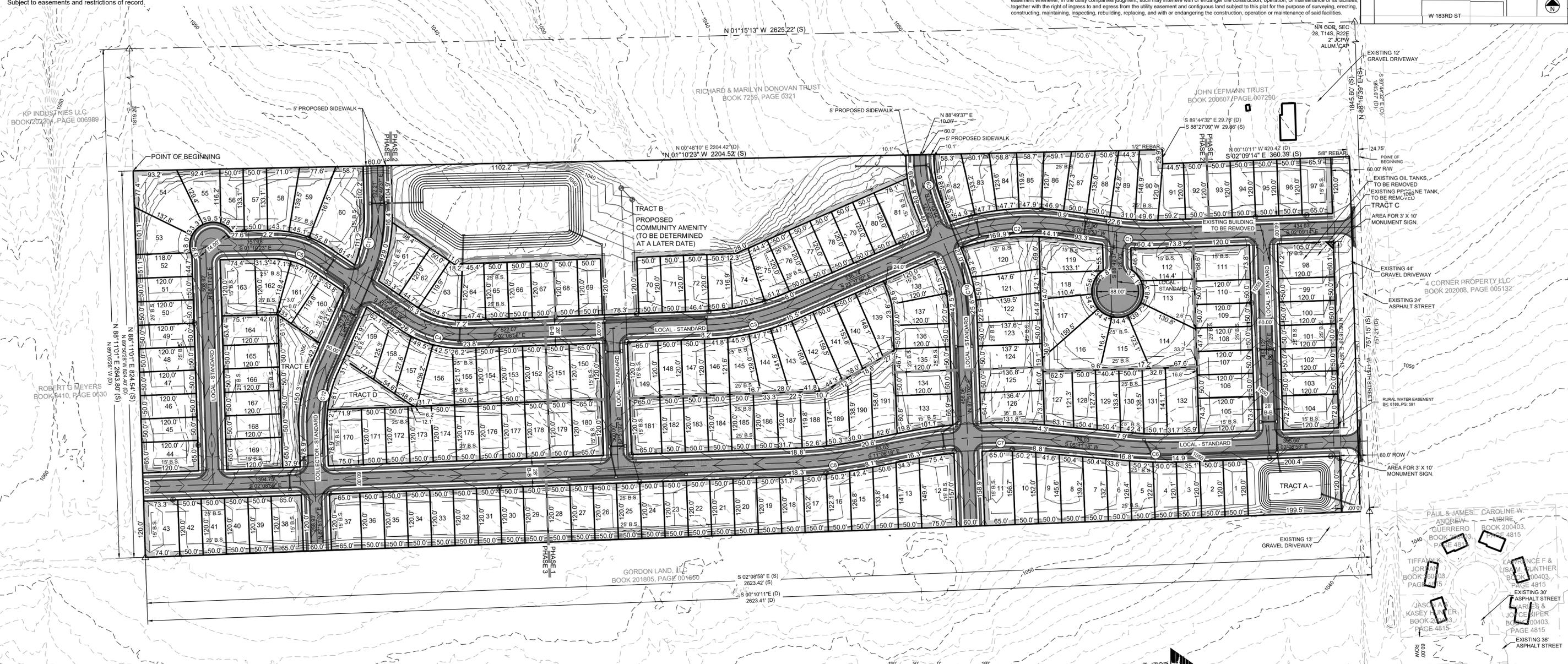
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 FLOWER MOUND, TX 75028
 PH: 1-512-900-0338

ENGINEER:
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 BEN GASPER
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 All streets shall be paved per City of Gardner Standards.
 All sidewalks shall be of Portland cement concrete.
 This site includes stormwater treatment facilities, as defined and regulated in the Gardner municipal code. Restrictions on the use or alteration of the said facilities may apply. This property is also subject to the obligations and requirements of the stormwater treatment facility maintenance agreement approved by the city.
Floodplain Note:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20091C0073G, effective date, August 3, 2009.
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15	6506	30	6000	45	6000	60	16562	75	6061	90	7575	105	8858	120	11357	135	6000	150	7800	165	6000	180	7800				

- SYMBOL LEGEND**
- Monument Found (Rebar).
 - FIBER OPTIC SIGN
 - FIBER OPTIC PEDESTAL
 - _{GM} GAS METER
 - _{GV} GAS VALVE
 - _{GR} GAS RISER
 - GAS SIGN
 - POWER POLE
 - LIGHT POLE
 - TRANSFORMER
 - UNDERGROUND ELECTRIC
 - ELECTRIC METER
 - ABANDONED
 - DEAD MAN ANCHOR
 - ELECTRIC PANEL
 - TELEPHONE SIGN
 - TELEPHONE PEDESTAL
 - _{SS} SANITARY SEWER MANHOLE
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 - _{SS} SANITARY SEWER SIGN
 - _{WM} WATER METER
 - _{WV} WATER VALVE
 - _{SS} STORM SEWER LINE
 - FIRE HYDRANT
 - BUSHES
 - TREES
- LINETYPE LEGEND**
- UE — UNDERGROUND ELECTRIC
 - OE — OVERHEAD ELECTRIC
 - T — TELEPHONE LINE
 - FO — FIBER OPTIC LINE
 - EXIST SS — SANITARY SEWER LINE
 - EXIST W — WATER LINE
 - EXIST ST — STORM SEWER LINE
 - F — FENCE
 - P — PROPERTY LINES
 - B — BUILDING SETBACKS
 - E — EASEMENTS

Preliminary Plat

LONE STAR PRAIRIE

An Addition to the City of Gardner,
 Johnson County, Kansas

SMH CONSULTANTS
 Civil Engineering • Land Surveying • Landscape Architecture
 Manhattan, KS • HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By: RJC Project # 2301-0017 TDS # 92
DECEMBER 8, 2023

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 1

MEETING DATE: JANUARY 16, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider a resolution authorizing the execution and delivery of a first supplemental trust indenture, the sale and conveyance of the project, and execution of a release of leases, and further authorizing certain additional related actions in connection with the City's not to exceed \$9,300,000 industrial revenue bonds (taxable under federal law), Series 2023 (Tallgrass Apartments, Phase Two)

Strategic Priority: Promote Economic Development

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution authorizing the execution and delivery of a first supplemental trust indenture, the sale and conveyance of the project, and execution of a release of leases, and further authorizing certain additional related actions in connection with the City's not to exceed \$9,300,000 industrial revenue bonds (taxable under federal law), Series 2023 (Tallgrass Apartments, Phase Two).

Background/Description of Item:

On June 20, 2023, the City Council passed Ordinance No. 2772 authorizing the issuance of IRBs in the principal amount not to exceed \$9,300,000 for the purpose of financing a portion of the costs of acquiring, constructing, and equipping Phase Two of a multifamily development (the "Project").

The proposed resolution acknowledges and approves the Company's request to exercise the option to purchase the Project pursuant to the Lease, waives the notice requirements, sets the closing date on or around January 18, 2024, and authorizes the execution of related documents.

The proposed resolution also authorizes the execution and delivery of a first supplemental trust indenture. The supplemental indenture amends the definition of the completion date under the original indenture. The completion date is the date by which the Company must complete the Project and submit its final request for reimbursement of Project costs to the bond trustee. The Company completed the Project prior to the December 31, 2023 completion date under the original indenture but did not have the final request for reimbursement submitted by such date.

Bond Counsel Ellsworth will be at the meeting to answer any questions.

Financial Impact:

The City will receive the \$1,000 purchase price as provided in the Lease.

Attachments:

- Resolution No. 2134
- First Supplemental Trust Indenture
- Release of Leases

Suggested Motion:

Adopt Resolution No. 2134, a resolution authorizing the execution and delivery of a first supplemental trust indenture, the sale and conveyance of the project, and execution of a release of leases, and further authorizing certain additional related actions in connection with the City's not to exceed \$9,300,000 industrial revenue bonds (taxable under federal law), Series 2023 (Tallgrass Apartments, Phase Two).

RESOLUTION NO. 2134

A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE, THE SALE AND CONVEYANCE OF THE PROJECT, AND THE EXECUTION OF A RELEASE OF LEASES, AND FURTHER AUTHORIZING CERTAIN ADDITIONAL RELATED ACTIONS IN CONNECTION WITH THE CITY'S NOT TO EXCEED \$9,300,000 INDUSTRIAL REVENUE BONDS (TAXABLE UNDER FEDERAL LAW), SERIES 2023 (TALLGRASS APARTMENTS, PHASE TWO).

WHEREAS, the City of Gardner, Kansas (the "City") passed Ordinance No. 2772 on June 20, 2023 (the "Ordinance"), authorizing the issuance of its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2023 (Tallgrass Apartments, Phase Two) (the "Bonds"), in the principal amount not to exceed \$9,300,000, pursuant to a Trust Indenture dated as of June 1, 2023 (the "Original Indenture"), between the City and Security Bank of Kansas City, as trustee (the "Trustee"), for the purpose of financing a portion of the costs of acquiring, constructing, and equipping Phase Two of a multifamily development (the "Project"), as further described in the Original Indenture;

WHEREAS, in connection with the issuance of the Bonds, the City acquired a leasehold interest in certain real property from Tallgrass Apartments, LLC, a Kansas limited liability company (the "Company"), pursuant to a Base Lease Agreement dated as of June 1, 2023 (the "Base Lease");

WHEREAS, the City leased the Project to the Company pursuant to a Lease dated as of June 1, 2023 (the "Lease"), between the City and the Company;

WHEREAS, the City assigned certain of its interest in the Base Lease and Lease to the Trustee pursuant to an Assignment of Leases dated as of June 1, 2023;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Original Indenture;

WHEREAS, pursuant to Section 5.6 of the Lease, the Company was to have completed the Project and completed its final requisition to the Trustee for the reimbursement of Project Costs on or prior to the Completion Date;

WHEREAS, the Original Indenture defines the "Completion Date" to be not later than December 31, 2023;

WHEREAS, the Company completed the Project prior to December 31, 2023, but did not complete the final requisition to the Trustee prior to such date;

WHEREAS, the Company desires to amend the Original Indenture to modify the definition of "Completion Date," and Sections 1102 and 1103 of the Original Indenture authorize the City and the Trustee to amend the Original Indenture with the consent of the Company and the owner of 100% of the outstanding Bonds;

WHEREAS, pursuant to Article XI of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Bondowner (as herein defined), the Company, the City, and the Trustee; and

WHEREAS, the Company is the owner (the “Bondowner”) of 100% of the outstanding Bonds;

WHEREAS, the Company and the Trustee have or will consent to the requested amendment to the Original Indenture;

WHEREAS, the Governing Body of the City deems it advisable to approve an amendment of the Original Indenture and to enter into a First Supplemental Trust Indenture (the “Supplemental Indenture”);

WHEREAS, in connection with such amendment, the City is willing to waive the notices specified in the Original Indenture;

WHEREAS, the Bonds mature on June 1, 2026;

WHEREAS, pursuant to Section 17.1 of the Lease, the Company has the right and option to purchase the City’s leasehold interest in the Project by giving written notice to the City of the Company’s election to exercise its option and specifying the date (the “Closing Date”), which date must neither be earlier than 30 days nor later than 180 days after the notice is given;

WHEREAS, pursuant to the Lease, the City is required to terminate the Base Lease and the Lease and release all of its interest in the Project to the Company upon adequate notice once the Bonds have been fully paid and all other obligations and duties of the Company under the Lease have been performed and satisfied;

WHEREAS, the Company has requested that the City waive the notice period and be permitted to exercise its option to purchase the Project on or around January 18, 2024;

WHEREAS, the City is willing to waive the notice specified in the Lease, and to set the Closing Date of the purchase of the Project when the Bonds are paid in full, and the Trustee has indicated it is also willing to waive such notice;

WHEREAS, the Company is the owner of 100% of the outstanding Bonds, and has represented that it is willing to waive the notice requirement provided in the Original Indenture for redemption of the Bonds; and

WHEREAS, the Governing Body of the City finds and determines that it is necessary and desirable for the City to enter into certain documents and take certain other actions and approve the execution of certain other documents as herein provided to convey the Project to the Company once the Bonds have been fully paid and all other requirements of the Lease relating to the exercise of the purchase option have been satisfied;

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

Section 1. Acknowledgment and Approval. The City hereby acknowledges and approves the Company’s request to execute and deliver the Supplemental Indenture to amend the definition of “Completion Date” under the Original Indenture, acknowledges and approves the Company’s request to exercise the option to purchase the Project pursuant to the Lease, and agrees to waive the notice provisions of Section 17.1 of the Lease and to set the Closing Date on or around January 18, 2024.

Section 2. Conveyance. The City hereby approves the sale and conveyance of the City’s leasehold interest in the Project, as provided in the Lease; provided, however, that prior to such sale and conveyance, the City shall have received the \$1,000.00 purchase price as provided in the Lease, a certificate of the Trustee that the Bonds have been paid in full, and confirmation by Kutak Rock LLP, the City’s Bond Counsel, that all other requirements of the Lease relating to the exercise of the purchase option have been satisfied, including, but not limited to, payment of any fees and expenses of the City’s Bond Counsel in connection with the transaction.

Section 3. Authorization and Execution of Documents. The Mayor is hereby authorized and directed to execute and deliver the Supplemental Indenture, a Release of Leases, and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (collectively, the “Release Documents”) (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City, subject to the confirmation by Kutak Rock LLP, the City’s Bond Counsel, that the conditions set forth herein have been satisfied. The Interim City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Release Documents.

Section 4. Further Authority. The City shall, and the officers and agents of the City are hereby authorized and directed to, take such action, expend such funds, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with, and perform the duties of the City with respect to the Release Documents.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

[remainder of page intentionally left blank]

ADOPTED by the Governing Body of the City of Gardner, Kansas, on January 16, 2024.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

Attest:

Interim City Clerk

FIRST SUPPLEMENTAL TRUST INDENTURE

DATED AS OF JANUARY 1, 2024

**BY AND BETWEEN THE
CITY OF GARDNER, KANSAS**

AND

**SECURITY BANK OF KANSAS CITY,
KANSAS CITY, KANSAS
AS TRUSTEE**

**NOT TO EXCEED \$9,300,000
INDUSTRIAL REVENUE BONDS
(TAXABLE UNDER FEDERAL LAW)
SERIES 2023
(TALLGRASS APARTMENTS, PHASE TWO)**

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the “Supplemental Indenture”) is made as of this January 1, 2024, by and between the City of Gardner, Kansas (the “Issuer”) and Security Bank of Kansas City (the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, construct, install and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of such facilities; and

WHEREAS, the Issuer previously issued its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2023 (Tallgrass Apartments, Phase Two) (the “Bonds”), in the original principal amount not to exceed \$9,300,000 pursuant to a Trust Indenture dated as of June 1, 2023 (the “Original Indenture”), between the Issuer and the Trustee, for the purpose of acquiring, constructing and equipping a portion of the Project (as defined in the Original Indenture), and for the purpose of providing funds to pay the costs of issuance of the Bonds; and

WHEREAS, the Issuer leased the Project to Tallgrass Apartments, LLC, a Kansas limited liability company (the “Company”), pursuant to the terms of a Lease dated as of June 1, 2023, (the “Lease”), between the Issuer and the Company; and

WHEREAS, the Company desires to amend the Original Indenture to extend the Completion Date (as defined in the Original Indenture) of the Project, and Sections 1102 and 1103 of the Original Indenture authorize the Issuer and the Trustee to amend the Original Indenture with the consent of the Company, as the owner of 100% of the outstanding Bonds; and

WHEREAS, the Company, as owner of 100% of the outstanding Bonds, has consented to this Supplemental Indenture; and

WHEREAS, pursuant to Resolution No. _____, the Issuer has approved this Supplemental Indenture.

NOW THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that the Issuer and the Trustee do hereby agree that the Original Indenture shall be amended and supplemented as described herein.

**ARTICLE I
AMENDMENTS**

Section 101. Definitions. The following term set forth on *Appendix B “Glossary of Words and Terms”* of the Original Indenture is amended to read as follows:

“Completion Date” means the later of (i) the date on which the Company files with the Trustee the Certificate of Completion required by Section 5.6 of the Lease or (ii) the date on which the Company submits the final certificate for payment of Project Costs in the form set forth by *Appendix A* to the Lease.

**ARTICLE II
MISCELLANEOUS PROVISIONS**

Section 201. Applicability of the Original Indenture. Except as otherwise provided in this Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed. This Supplemental Indenture shall be construed as having been authorized, executed and delivered under the provisions of Sections 1102 and 1103 of the Original Indenture.

Section 202. Severability. If any provision of this Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 203. Execution in Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 204. Governing Law. This Supplemental Indenture shall be governed exclusively by and construed and interpreted in accordance with the applicable laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank]

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is hereby executed as of the date first hereinabove written.

CITY OF GARDNER, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
Interim City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on _____, 2024, by Todd Winters, Mayor, and Renee Rich, Interim City Clerk, respectively, of the City of Gardner, Kansas, a municipal corporation and political subdivision of the State of Kansas.

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

Notary Public

My Commission Expires: _____

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is hereby executed as of the date first hereinabove written.

SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas

By: _____
James E. Noland
Assistant Vice President/Trust Officer

[SEAL, if any]

ATTEST:

By: _____
Pete Gardner
Senior Vice President/Trust Manager

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me on _____, 2024 by James E. Noland, as Assistant Vice President/Trust Officer, and Pete Gardner, as Senior Vice President/Trust Manager, on behalf of Security Bank of Kansas City, a banking corporation organized and existing under the laws of the State of Kansas, and such persons duly acknowledged the execution of the same to be the act and deed of said banking corporation.

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

Notary Public

My Commission Expires: _____

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is consented to by the Company and the Bondowner owning 100% of the outstanding Bonds as of the date first hereinabove written.

TALLGRASS APARTMENTS, LLC,
a Kansas limited liability company

By: _____
Todd E. Bleakley, Manager

“BONDOWNER” AND “COMPANY”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on _____, 2023, by Todd E. Bleakley, who acknowledged himself to be the Manager of Tallgrass Apartments, LLC, a Kansas limited liability company.

Notary Public

My Commission Expires: _____

Notary Public

My Commission Expires: _____

When Recorded Return To:
Tyler Ellsworth
Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108-2416

(Space above reserved for the Register of Deeds' recording information)

Title of Document: RELEASE OF LEASES

Date of Document: JANUARY 18, 2024

Grantor: CITY OF GARDNER, KANSAS

Grantee: TALLGRASS APARTMENTS, LLC

Grantee's Address: 1074 W. SANTA FE
 OLATHE, KANSAS 66061

Legal Description: SEE EXHIBIT A

Reference Book and Page No.: BOOK 202307, PAGE 000263
 BOOK 202307, PAGE 000278
 BOOK 202307, PAGE 000335

RELEASE OF LEASES

FOR VALUE RECEIVED, the **CITY OF GARDNER, KANSAS** (the “Issuer”), **TALLGRASS APARTMENTS, LLC**, a Kansas limited liability company (the “Company”), and **SECURITY BANK OF KANSAS CITY**, Kansas City, Kansas (the “Trustee”), under that certain Trust Indenture dated as of June 1, 2023, between the Issuer and the Trustee, as trustee, as amended by that certain First Supplemental Trust Indenture dated as of January 1, 2024, between the Issuer and the Trustee (collectively, the “Indenture”), hereby release, terminate and discharge the property attached hereto as **Exhibit A** and all Improvements (as defined in the Base Lease Agreement and the Indenture) thereon from the following documents, including all liens described therein or held by the undersigned thereon, all recorded in the office of the Register of Deeds of Johnson County, Kansas:

1. Base Lease Agreement dated as of June 1, 2023, as memorialized by a Memorandum of Base Lease dated as of June 1, 2023, by and between the Company and the Issuer and recorded in Book 202023, at Page 000263, as Document No. 20230703-0000263, on July 3, 2023.
3. Lease dated as of June 1, 2023, as memorialized by a Memorandum of Lease dated as of June 1, 2023, by and between the Issuer and the Company and recorded in Book 202023, at Page 000278, as Document No. 20230703-0000278, on July 3, 2023.
5. Assignment of Leases dated as of June 1, 2023, between the Issuer, as assignor, and the Trustee, as assignee, and recorded in Book 202023, at Page 000335, as Document No. 20230703-0000335, on July 3, 2023.

This Release of Leases is dated as of January 18, 2024.

IN WITNESS WHEREOF, the City of Gardner, Kansas, has hereunto caused this **RELEASE OF LEASES** to be signed on its behalf as of the date first above written.

CITY OF GARDNER, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
Interim City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this January ____, 2023, before me, the undersigned, a Notary Public in and for said County and State, came Todd Winters, Mayor of the **CITY OF GARDNER, KANSAS**, a legally constituted municipal corporation and city of the second class duly organized and existing under the laws of the State of Kansas, and Renee Rich, Interim City Clerk of said City, who are personally known to me to be the same persons who executed the foregoing instrument of writing as such officers, and said Todd Winters, as Mayor, duly acknowledged the execution of the same to be the act of the City; and Renee Rich, as Interim City Clerk, duly acknowledged the attestation of the same for and on behalf of the City, and affixed thereto the seal of the City.

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

Notary Public
Typed or Printed Name: _____

My commission expires: _____

IN WITNESS WHEREOF, the Company, has hereunto caused this **RELEASE OF LEASES** to be signed on its behalf as of the date first above written.

TALLGRASS APARTMENTS, LLC,
a Kansas limited liability company

By: _____
Todd E. Bleakley
Manager

“COMPANY”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me on _____, 2024, by Todd E. Bleakley, who acknowledged himself to be the Manager of **TALLGRASS APARTMENTS, LLC**, a Kansas limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said company.

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

Notary Public
Typed or Printed Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, SECURITY BANK OF KANSAS CITY, Kansas City, Kansas, as Trustee, has hereunto caused this **RELEASE OF LEASES** to be signed on its behalf as of the date first above written.

SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas
as Trustee

By: _____
James E. Noland
Assistant Vice President/Trust Officer

[SEAL, if any]

ATTEST:

By: _____
Pete Gardner
Senior Vice President/Trust Manager

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The foregoing instrument was acknowledged before me on _____, 2024, by James E. Noland, as Assistant Vice President/Trust Officer, and Pete Gardner, as Senior Vice President/Trust Manager, on behalf of **SECURITY BANK OF KANSAS CITY**, a state banking corporation.

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

Notary Public
Typed or Printed Name: _____

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate in Johnson County, Kansas:

Lot 3, Tallgrass 2nd Plat, a subdivision in the City of Gardner, Johnson County, Kansas.

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: JANUARY 16, 2024

STAFF CONTACT: Gonz Garcia, Utilities Director

AGENDA ITEM: Consider a recommendation to award a service contract to Irvinbilt Constructors for the Hillsdale WTP clarifier repairs.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Water Division

Staff Recommendation:

Execute a service contract with Irvinbilt Constructors, in the amount of \$319,976.00 for the Hillsdale Water Treatment Plant clarifier repairs.

Background:

The pulsating clarifiers are located in the South Treatment Plant that was part of the 2005 expansion. They are a critical asset of the treatment of the water. The Clarifiers take most of the dirt out the water before the water heads to the filters. The support system is failing on the two clarifiers and is in need of repair. Staff went out for bids and was unable to obtain any bids for the correct fix for what the clarifiers were needing. Staff then referenced the O&M and reached out to Evoqua. Evoqua was the original supplier for the pulsating clarifiers. Evoqua wanted to do a whole revamp of the clarifiers. City staff did not find this necessary, since all other equipment is in very good condition and in working order. The only repairs needed is on the support system.

Staff then reached out to Irvinbilt. Irvinbilt is the original installer of the pulsating clarifiers. They visited the Plant and also worked with one of the original engineers on the 2005 upgrade to come up with a plan for repairs. Irvinbilt is very knowledgeable of the City's clarifiers and has come up with a proposal for repairs for the support system. Once repairs are completed the support system will last the lifetime of the clarifiers.

Due to the inability to find competitive bidding for the clarifier support replacement over the past two years, and since Irvinbilt was the original installer for the clarifiers, staff requests a Competitive Bid Waiver to the Purchasing Policy under Paragraph 30.7. Failure to repair the support system could result in a complete clarifier collapse.

Financial Impact:

Funds are available in the annual Water Fund, O & M Budget.

Attachments included:

1. Service Contract
2. Clarifier Inspection Report

Suggested Motion:

Authorize the City Administrator to award a service contract with Irvinbilt Constructors, in the amount of \$319,976.00 for the Hillsdale Water Treatment Plant clarifier repairs.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this _____ day of _____, 20__ by and between the City of Gardner, Kansas, [hereinafter "City"], and Irvinbilt Constructors Inc., [hereinafter referred to as "Contractor"].

RECITALS

WHEREAS, Contractor represents that it is a duly qualified contractor, experienced in the Water Treatment Plant clarifier services and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for repairs to the existing settling plates support system on 2 pulsating clarifiers

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

AGREEMENT

1.0 Term of Agreement.

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

2.0 Termination.

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

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

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 10.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Contractor the reasonable value of Services rendered by Contractor prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the Services required by this Agreement. In this regard, Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Contractor. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.
- 2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Utilities Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.
- 3.0 Scope of Services.
- 3.1 Contractor's Specified Services. The Scope of Services to be performed by Contractor under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.
- 3.2 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release of liability. If City determines that any of Contractor's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.
- 3.3 Assigned Personnel.
- 3.3.1 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.
- 3.3.2 With respect to this Agreement, the Contractor shall employ the following key personnel: To Be Determined.
- 3.3.3 In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or

other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

3.3.4 The Contractor shall designate Joe Garrison, jgarrison@irvinbilt.com (660) 646-3553 as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

3.3.5 City shall designate Lisa Elmore, Water Treatment Plant Superintendent, lelmore@gardnerkansas.gov, (913) 856-7245 as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

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

5.0 Payment.

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

5.2 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.

5.3 All invoices should be sent to Lisa Elmore, lelmore@gardnerkansas.gov

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

6.0 Cash Basis and Budget Laws.

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

7.0 Indemnification.

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

8.0 Insurance.

8.1 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

8.2 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.

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

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

OR

Is a company mutually agreed upon by the City and Contractor

9.0 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.

10.0 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.

11.0 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. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

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.

13.0 Records, Ownership and Inspection.

13.1 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.

13.2 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.

13.3 Maintenance of Records.

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

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the 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.

15.0 Compliance with Laws.

15.1 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.

15.2 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 Consultant for the awarding of the Contract.

16.0 Assignment.

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

17.0 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.

18.0 Notices.

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

To City: Lisa Elmore
Water Plant Superintendent
22705 S Moonlight Rd
Spring Hill, KS 66038
lmore@gardnerkansas.gov
(913) 856-7245

To Contractor: Joe Garrison
President
Irvinbilt Constructors, INC
P.O. Box 1107
Chillicothe, MO 64601
jgarrison@irvinbilt.com
(660) 646-3553

19.0 Amendments.

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

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

20.0 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.

21.0 Force Majeure.

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

22.0 Titles.

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

23.0 Negotiations.

City and 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.

24.0 Costs and Attorney Fees.

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

25.0 Severability.

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

26.0 Authority to Enter into Agreement.

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.

27.0 Incorporation of Appendices.

Appendix A - Scope of Services/Schedule/Fees, are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

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

29.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

(Mayor/City Administrator)

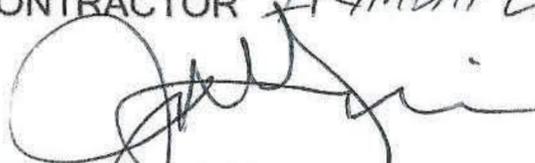
ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

CONTRACTOR *Frymilt Constructors, Inc.*



Its Authorized Agent (Insert Name, Title)

Joel Garrison, President

EXHIBIT A - SCOPE OF SERVICES

See Irvinbilt Constructors Inc. Proposal attached



November 15, 2023

City of Gardner Kansas
WTP Settling Plate Repairs

To Whom It May Concern,

The following is Irvinbilt Constructors, Inc. scope of work and proposal for the repairs to the existing settling plates at the Water Treatment Plant in Gardner, KS:

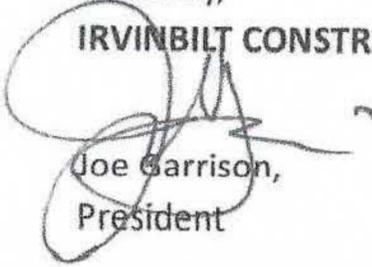
1. Remove the sides and center angle supports from the existing plates in two basins.
2. Replace the sides and center angle supports with new stainless steel angles and hardware in two basins.
3. Provide necessary supports and falsework to support the existing settling plates during removal and replacement of support angles.
4. See attached sketches for proposed angle replacements. Note new angles will be provided 3 along the top and bottom each, the existing individual angles at each settling plate will not be replaced as we do not believe they can be replaced without removing and reinstalling the settling plates.
5. The piping below the settling plates will remain in place, no work has been quoted pertaining to the piping.
6. Work will be completed upon a mutually acceptable schedule. Irvinbilt crews will work four 10 hour days, Monday – Thursday. Overtime is not included. We anticipate this work to take 10 weeks to complete.
7. Crews may be able to start work in January or February.
8. Sales tax for materials is excluded.
9. Payment terms are net 30 from completion of the work, with monthly progress payments if necessary.
10. This proposal is valid for 35 days.
11. If performance and payment bonds are required, please add 2.5% to our proposal.

Total Proposed Cost For Repairs at Two Basins \$319,976.00

Please review this proposal and do not hesitate to contact me if you have any questions. We thank you for the opportunity to provide this proposal.

Sincerely,

IRVINBILT CONSTRUCTORS, INC.


Joe Garrison,
President

Joe Garrison, P.E.
PRESIDENT

Wayne Cunningham
VICE PRESIDENT

South Treatment Plant “Super P” Inspection

April 13, 2022

Overview:





Center Support:









Side Supports:











3" Angle has eroded back 1".



Vertical Supports:





