

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
August 8, 2024
7:00 P.M.**

Call to Order

1. **Roll Call**

_____ Roberts _____ Longanecker _____ Lewis _____ Lebakken _____ Malloy _____ Conus

2. **Welcome**

3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes from July 25, 2024 Regular City Council Meeting
5. Consider Ordinance No. 2164 Amending Chapter XIV of the Edgerton, Kansas Municipal Code to Incorporate the 2024 Standard Traffic Ordinance, Subject to Existing Local Traffic Provisions in the City Code Which Supplement and/or Modify Certain Sections Thereof
6. Consider Ordinance No. 2165 Amending Chapter XI, Article I, Section 11-101 of the Code of the City of Edgerton, Kansas, Concerning the Uniform Public Offense Code

Motion: _____ Second: _____ Vote: _____

Regular Agenda

7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
8. **Public Comments.** The City of Edgerton encourages public participation in local governance issues. To facilitate an efficient and effective meeting, persons wishing to address the City Council must sign-up before the meeting begins. Speakers must provide their name and address for the record and are limited to three (3) minutes. The maximum time limit for all speakers will be thirty (30) minutes. Comments on personnel matters or matters pending before court/other outside tribunals are not permitted. Any comments are for informational purposes only. No action will be taken.

The Mayor may modify these provisions, as necessary. The Mayor may limit any unnecessary, off-topic, or redundant comments or presentations. Speakers should address their comments to City Council members only and should not speak to fellow audience members. City Council members will not engage in a dialogue or debate with speakers. Speakers and audience members should conduct themselves in a civil and respectful manner. Disruptive conduct may result in removal from the meeting.

Business Requiring Action

9. **CONSIDER AWARD OF THE 2024 STREET PRESERVATION PROJECT PAVEMENT MARKING AND STRIPING SERVICES TO C-HAWKK CONSTRUCTION, INC. FOR \$60,961.62 FOR THE BASE BID TOTAL.**

Motion: _____ Second: _____ Vote: _____

10. CONSIDER SUBMITTAL OF APPLICATION TO KANSAS WATER OFFICE (KWO) FOR TECHNICAL ASSISTANCE AND WATER PROJECTS GRANTS THROUGH THE STATE WATER PLAN FUND (SWPF) FOR FY2025.

Motion: _____ Second: _____ Vote: _____

11. CONSIDER ORDINANCE NO. 2166 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION RZ2024-0001 FOR THE REZONING OF APPROXIMATELY 15.14± ACRES OF LAND FROM THE C-2 (HEAVY SERVICE COMMERCIAL) DISTRICT TO THE C-3 (HIGHWAY SERVICE COMMERCIAL) DISTRICT LOCATED WEST OF THE HOMESTEAD LANE AND INTERSTATE 35 INTERCHANGE.

Motion: _____ Second: _____ Vote: _____

12. Report by the City Administrator

- Marketing and Communications Update
- The Greenspace Update by Henderson Building Solutions

13. Report by the Mayor

14. Future Meeting Reminders:

- August 13: Planning Commission – 7:00 PM
- August 22: City Council Meeting – 7:00 PM
- September 10: Planning Commission – 7:00 PM
- September 12: City Council Meeting – 7:00 PM
- September 26: City Council Meeting – 7:00 PM

15. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

- 8/9: Back to School Foam Party
- 8/13: Tales for Tots
- 8/15: Sweet Summer: Mochi
- 8/16: Coloring Cafe
- 8/21: Senior Lunch
- 8/23: Murder Mystery
- 8/24: Pizza Party Bingo Bonanza
- 8/29: Summer Art: Beaded Earrings

**City of Edgerton, Kansas
Minutes of City Council Session
July 25, 2024**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas July 25, 2024. The meeting convened at 7:00PM with Mayor Roberts presiding.

1. ROLL CALL

Clay Longanecker	present
Josh Lewis	present
Deb Lebakken	present
Bill Malloy	absent
Ron Conus	present

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator, Beth Linn
- City Clerk, Alex Clower
- City Attorney, Lee Hendricks
- Assistant to the City Administrator, Kara Banks
- Public Works Director, Dan Merkh
- Public Work Superintendent, Trey Whitaker
- Parks and Recreation Director, Levi Meyer
- CIP Project Manager, Holly Robertson
- Development Services Director, Zach Moore
- Director of Finance, Karen Kindle
- Accountant, Justin Vermillion

2. WELCOME. Mayor Roberts welcomed all in attendance.

3. PLEDGE OF ALLEGIANCE. All present participated in the Pledge of Allegiance.

Consent Agenda (*Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*)

4. Approve Minutes from July 11, 2024 Regular City Council Meeting

Councilmember Longanecker moved to approve the Consent Agenda, seconded by Councilmember Lebakken. The Consent Agenda was approved, 4-0.

Regular Agenda

5. **Declaration.** Mayor Roberts stated all Councilmembers received an email from a resident on Peppertree Ln.

6. Public Comments.

William Lafalce addressed the Council. He stated he thinks the city is growing and needs a civil defense director. He explained civil defense is focused more on rations, emergency water, food, etc. He stated he is not suggesting the city stockpile but asking that the city consider as we grow to have a program manager on staff to coordinate these types of needs. He stated we cannot rely on the county, state, or federal government. He stated some have probably done training on NIMS, but there are quite a few gaps even in that. Having a member on staff that can be the coordinator, provide info, and has the qualifications would be beneficial. He stated we do not have fallout shelter, we do not educate our children on nuclear weapons, there is no warning outside of emergency broadcasts. He stated this cannot continue and with the logistics park here, there are many things that can happen with the rail system. He questioned the preparedness if a train carrying biochemicals had an accident. He stated there are a lot of moving parts and danger that comes with having the intermodal. He added that as the city grows, law enforcement should be a consideration, especially having our own department again instead of relying on the Sheriff's Office.

Councilmember Lebakken stated Yellowstone is reminding everyone that it is there too. Mr. Lafalce agreed.

Jason Sowers addressed the Council. He stated he is speaking on behalf of the Peppertree neighborhood and himself asking for a barrier to be placed between their homes and the new development. He stated as many are aware, the rezoning took place in 2011 with the only stipulation being a landscape screen. He stated covid has forever changed how we live and work together, further showcasing a need for a barrier. He stated the neighborhood is asking for an amendment to add a clause about some type of opaque barrier, concrete or stone ideally. He stated all 13 members of the neighborhood signed the petition. He asked that the city take care of the residents and surrounding areas.

Sheira Kennedy addressed the Council. She stated she has a cat problem at her house. She stated she feeds about 10 strays; they will not go away, and it keeps getting worse and worse. She stated that she has tried to find homes for them, but the shelters will not help because they do not want them or have room for them. She asked the Council about bringing a trap-neuter-release program to Edgerton.

There were no further public comments.

Mayor Roberts asked Ms. Clower to read the emails provided to Councilmembers regarding the desire for a barrier between Peppertree and Edgerton Crossing development.

Mayor Roberts then addressed the public comments brought before Council, starting with Ms. Kennedy's concern. He stated the City used to have a program like this for cats, however it did not eliminate the cat problem. He asked her to reach out to staff to discuss options for the cats.

She stated she has been told that if the cat is being fed by her, it is her responsibility.

Mayor Roberts stated that is correct, if you feed them, they are then technically yours. He stated feeding feral cats is against city code. He stated it's better to trap and rehome them.

Ms. Linn stated when she first arrived, it was not a successful program. She stated if council would like, she can get more info on the possibility of it.

Mayor Roberts stated he likes the idea of rehoming if possible. He stated another downside to feeding cats outside is then the attraction of further wildlife.

Councilmember Longanecker asked if the cats are catchable because he has lots of farmer friends who have been looking for barn cats.

Ms. Linn stated the key is to catch them as early as possible. Animal Control Officer Charlie Lydon has loaned some traps out in the past.

Mayor Roberts then moved on to other public comments. He stated he appreciates Mr. Lafalce's comments tonight and as far as Mr. Stower's request, there is a development agreement on the agenda tonight and Council can address those comments there.

7. **Proclamation.** Declaring August 21, 2024 National Fentanyl Prevention and Awareness Day

Mayor Roberts read the proclamation.

Sharen and Lee Lucero thanked Mayor Roberts and Council for this. Sharen stated they lost their daughter Jataya one year ago on June 7th to this drug. She stated through her death, five people have lived through organ donation. She stated every office, work vehicle, home, etc. should have access to the opioid reversal drug Narcan. She stated you never know when you might need it. She stated 7 out of 10 pills now have enough fentanyl to kill, people need to be aware.

Mayor Roberts stated he is sorry for their loss, adding that they are turning tragedy into positive action to bring awareness.

Mr. Lucero stated eventually, everyone will have someone affected by this.

Mrs. Lucero stated not everyone who dies from fentanyl is an addict either.

Mayor Roberts stated emergency personnel are dying just from contact with this. It is a crisis.

8. **Presentation.** City Clerk and Municipal Finance Officers Association Award

Mr. Eric Stimple, representative and treasurer for CCMFOA thanked Council for having him. He stated beginning in 2023, CCMFOA has announced a Rookie of the Year Award. Nominations

come from various sources, peers, staff, other clerks, etc. and many are encouraged to submit. He stated the award recognizes municipal clerks who have demonstrated an outstanding performance and dedication to their communities. He stated he is pleased to announce Alex Clower as this year's recipient.

Ms. Clower thanked Mayor, Council, Ms. Linn and staff for allowing her the opportunity to continue to further her growth within this field. She stated she loves what she does and looks forward to the growth that is to come in her career.

Council congratulated Alex on her award and stated it is well deserved.

WALK ON: Presentation by Kevin O'Brien

Mr. O'Brien stated the City made a switch to EMC Insurance in 2023. One of the reasons behind his recommendation of EMC was the possibility for the City to earn a dividend at the end of the plan year. He stated it is basically a program where the insurance creates a safety group and if there is money left over at the end of the year after paying expenses and claims, the money is then returned to members of the group. He stated the great news is the City has earned this dividend from the 2023-2024 Policy term. He stated the City received a check for \$6,795.78.

Mayor Roberts stated for all the years he has served, he has never seen insurance money come back this way. He stated he would not expect it every year but this is super exciting and he appreciates Kevin coming to Council to present this.

He stated Kevin really goes above and beyond for Edgerton as a broker. He stated when the flood happened, he worked tirelessly to ensure we were taken care of.

Business Requiring Action

9. CONSIDER RESOLUTION NO. 07-25-24A AUTHORIZING THE CITY OF EDGERTON, KANSAS TO ENTER INTO A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE EDGERTON CROSSING WOODSTONE PROJECT

Mr. Scott Anderson reviewed the documents provided in the Council packet. He stated the City is in a development agreement with Woodstone. The current agreement states they are to be in vertical construction by July 1. He stated if the developer is not in compliance, the agreement does give the city the option to declare fault. He stated the developer is asking for an extension for vertical construction, adding they anticipate construction starting soon but no later than the November date requested in the amendment. He stated the resolution authorizes that second amendment, only changing that vertical construction date. They anticipate all other dates in the project schedule to remain the same.

Councilmember Longanecker stated July 1st has already passed, so what else is there to do.

Councilmember Lebakken asked why they are asking now and not before the July 1 date.

Ms. Linn stated this item was supposed to be discussed at their last meeting in June, but Council did not have quorum.

Mayor Roberts stated Shannon McMurdo is in the audience and invited him up to speak.

Mr. McMurdo thanked the council for having him. He stated he has had good conversations with the residents and addressed the barrier with them. He stated with the zoning placed in 2011, they have met all requirements. He stated he has been out there to the residents property and there is a cut in the woods that is close to his driveway, making it easier to see the development. He stated if it were him, he would want an evergreen tree there as a natural barrier. He stated he would be more than happy to plant a tree, but he does not have it in his budget to build a wall. He stated he has done everything required and he wants to be a good neighbor, so if they want a tree, he is happy to help make that happen.

Mr. Moore stated the zoning ordinance does require ample space between residential and commercial development. He stated once final site plans come into play, we will then review that against the UDC and make sure there is sufficient berm, if needed, trees, brush, etc. He stated there's also a 30-foot-wide sanitary sewer easement between the development area and the property lines of the homes, so there is separation.

Mayor Roberts stated he drove around the area in Olathe to see the wall requested by the neighborhood. He suggested that it seemed to be something that the HyVee did on their own and was likely not a requirement of that city.

Mr. Moore stated south of the Hy-Vee there was intended to be 3 separate buildings, that development wasn't ever intended to be just that. He stated the development can go up to 20 feet from the property line.

Mayor Roberts stated the development agreement really is not the place to make these changes. If that is something the council wants to do, it should be done through the development code to make it consistent throughout the community.

Mr. Lee Hendricks agreed.

With no further questions or comments, Mayor Roberts requested motion to approve Resolution No. 07-25-24A, Authorizing the Second Amendment to the Development Agreement for the Edgerton Crossing Woodstone Project.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. Resolution No. 07-25-24A was approved, 4-0.

10. CONSIDER APPLICATION PUD2024-0101, FINAL PUD PLAN/PLAT FOR DWYER FARMS, PHASE 2, LOCATED SOUTHWEST OF THE INTERSECTION OF BRAUN STREET/207TH STREET AND W. 8TH STREET/EDGERTON ROAD, EDGERTON, KANSAS

Mr. Moore addressed the Council. He stated Rausch Coleman Homes has submitted an application for a final PUD Plan/Plat of Dwyer Farms, Phase 2. He stated this proposal is the second phase of a phased development of single-family homes that will include a total of 275 residences. He stated this phase includes 105 homes. The common tract shown will all be owned and maintained by the HOA and will be used for landscaping and a subdivision monument sign.

He stated included with this Final PUD Plan/Plat application is the request to accept the dedication of land for public use for utility, drainage, ingress-egress, sanitary sewer, and public street right-of-way easements for Braun Street/W. 207th Street, as well as the road network on the interior of the development.

He stated the 23.8 acre parcel of land was annexed into the City in April 2022 and was rezoned to the PUD District in August 2022. He stated the Conceptual PUD Plan was also approved by the Governing Body in August 2022 with Ordinance No. 2114, and this Final PUD Plan/Plat is consistent with the previously approved Conceptual PUD, PUD2022-01.

He stated Planning Commission voted to recommend approval of PUD2024-0101, the Final PUD Plan/Plat for Dwyer Farms, Phase 2 at the July 9 meeting.

He stated City Staff has reviewed the Final PUD Plan/Plat submittal for conformance with the approved Conceptual PUD Plan and requirements in the UDC. The applicant's engineer will update the Final Plat as required by stipulations listed in the staff report prior to the Final Plat being recorded with the County. He stated this Final Plat has been reviewed by the City Engineer and found to be in compliance with City Code requirements.

Councilmember Longanecker stated he reads this as once Rausch Coleman is done with phase 1, they then develop phase 2.

Mr. Moore stated that is correct. This allows for them to be ready to move on phase 2 home development once they complete Phase 1.

Councilmember Conus asked if this is different than City land.

Mr. Moore stated yes, it is different, it will be maintained by the homes association.

Councilmember Longanecker asked if there was supposed to be a park ground there.

Mr. Moore stated there is an area that will remain as open space.

Mayor Roberts asked if they could get an updated timeline.

Mr. Lee Ryherd with SMH Consultants addressed the Council. He stated Phase 1 has begun and they are planning on doing curb work next week. He stated the idea is to get Phase 2 approved

so that once they begin building homes, they can just continue. He stated the rough schedule is to start utility work this winter, and then have streets this time next year for Phase 2.

Mayor Roberts asked if they started starting prices yet.

Mr. Brian O'Banion stated they are trying to get close to the \$250,000-\$270,000 range, but they are working through the last little bit to make that official. He stated that may even come down, they are starting to see some savings that may help that fluctuate.

Councilmember Longanecker stated he thinks the houses will sell as fast as you can build them.

Mayor Roberts asked if they were preselling lots.

Mr. O'Banion stated yes, they will soon.

Mayor Roberts stated he would like to know when they begin doing that because he has had a lot of people ask and would like to put it out there.

With no further questions or comments, Mayor Roberts requested motion to approve PUD2024-0101, Final PUD Plan/Plat for Dwyer Farms, Phase 2.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Conus. PUD2024-0101 was approved, 4-0.

11. CONSIDER ORDINANCE NO. 2163 AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND CID REVENUE BONDS (HOMESTEAD LANE RETAIL DISTRICT) SERIES 2024 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,350,000 OF THE CITY OF EDGERTON, KANSAS, FOR THE PURPOSE OF FUNDING AND/OR REFINANCING THE COSTS OF A PROJECT; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS

Mr. Scott Anderson addressed the council. He stated in 2019, the City established Homestead Lane TIF District. Two project plans have been approved within the district, Project Plan A1 which was approved in 2020 for On the Go Travel Center project, and Project Plan B1, which was approved in 2021 for the Edgerton Crossing (Woodstone) Project. He stated the City also established a community improvement district and levied a 1% sales tax for the On the Go Travel Center in 2020.

He stated both project plans and the CID ordinance approved a city project, which consists of public infrastructure improvements to Homestead Lane, including the new intersection at 200th Street. He stated the City has completed a significant portion of these public improvements. The City financed the costs of the public improvements with the issuance of General Obligation Temporary Notes, Series 2022-A. He stated the temporary notes mature September 1, 2024 and the City must obtain the funds to pay for the notes.

He stated the ordinance for approval authorizes the City to issue Special Obligation Tax Increment and CID Revenue Bonds. The proceeds of the bonds will be used to reimburse the City for project costs, fund a debt service reserve fund, and pay costs of issuance. He stated the City will then use the funds it receives as reimbursement to pay the temporary notes on or before September 1, 2024.

He stated the City will continue to collect the tax increment and CID sales tax. The City will first pay itself the annual administrative fee, and the City will then deduct each Developers share of the TIF revenue. He stated the Indenture then requires the City to pay the bond trustee all remaining funds in the TIF fund and the CID sales tax fund. The trustee will use this money to pay debt service on the bonds.

He stated the bonds are payable solely from the tax increment and CID sales tax. The bonds are not a general obligation of the City and are not payable from general tax revenues.

He referenced the ordinance for approval and walked through the different sections. He stated Section 1 describes the project. Section 2 states that the City has the authority to issue the bonds under home rule authority because there is nothing that says this is prohibited. He stated because we are complying with both the regulations of a TIF and CID Acts, we are in compliance. He stated Section 3 authorizes the bonds, right now they are carrying a rate around 6%, which is higher than what the City would get on general obligation debt. He stated they will be sold and mature no later than 2034. Section 4 authorizes the bond documents. He stated Section 5 approves the use of the official statement, which is what will go out to the parties that are interested in buying the bonds. Sections 6-8 are generalized throughout these types of ordinances that we've seen before. Section 9 authorizes the amendment language of the ordinance, stating the City will not issue any special obligation or full faith and credit the bonds pursuant to statutes. He stated the City Certificate authorizes the city to sign the document, then it goes on to discuss cost of improvements and interest. He stated all costs financing are eligible project costs.

Councilmember Conus asked about the interest. He stated the documents state the interest is roughly 6% and going from General Obligation to Revenue, the City does not pay that, correct?

Mr. Anderson stated they are paid by TIF and CID money from project revenues and are not general fund obligations of the City. He stated this is removes debt from shoulders of the tax-payers and onto the project.

Mayor Roberts asked about the additional revenue to be had in the future.

Mr. Anderson stated there are two things to consider. One, built into this, the underwriter has looked at the revenue stream but has not taken into account Edgerton Crossing side. He stated they put together a redemption schedule of bonds for revenue to come, so long we meet that schedule, 50% of revenue will spin off into a separate account until it his \$260,000 and the City can then use that money to pay for traffic signal. He stated other than that, all other revenues are tied up until bonds are paid. He stated if there is extra money, bonds can be paid back quicker.

Mayor Roberts and Mr. Anderson discussed moving the maturity date up to 2030 instead of 2034. Mayor Roberts and Mr. Anderson ultimately agreed to push the maturity date up as far forward as possible so that funds could be available earlier for more new projects in that corridor.

With no other questions or comments, Mayor Roberts requested motion to approve Ordinance No. 2163.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. Ordinance No. 2163 was approved, 4-0.

12. CONSIDER THE PURCHASE OF A TAKEUCHI TL12R2 TRACK LOADER & HYDRAULIC HAMMER ATTACHMENT, TO BE PURCHASED FROM KIRBY SMITH MACHINERY

Mr. Dan Merkh addressed the Council. He stated in July 2022, staff made recommendations for funding as part of the 2023-2027 Vehicle & Equipment program. He stated outlined in this recommendation was the purchase of a Compact Track Loader, this purchase was then approved as part of the adoption of the 2023 Annual Budget.

He stated for the 2024 calendar year, public works and utilities departments have requested a new Compact Track Loader. This unit would replace the existing Skid Steer, however this unit will not be surplus, instead it will be sold to the utilities department and their existing skid steer will be surplus.

He stated this transition request is based on the growing responsibilities of the department and the expanding maintenance mediums. He stated the functionality of a skid steer and compact track loader are similar, however the separation of the two comes with the ability of the functionality of the track loader equipment on various surfaces and weather conditions. He stated the skid steer is limited to working on hard surfaces, while the loader reduces ground pressure so it can operate efficiently on most surface types and in most weather conditions. He stated the loader will help streamline maintenance activities in the removal of snow from the downtown district, working in the parks and playground areas, and improving our asphalt milling capabilities. In addition to being able to operate on most working surfaces, the loader is more stable and provides additional traction.

He stated switching to this type of equipment will allow the department to complete more maintenance activities, especially working within the city parks and green spaces. He stated the significant reduction in ground pressure ensures minimal damage to surfaces.

The budget allocation for this equipment purchase is \$85,000. Bids were submitted by vendors with the lowest bid still above the budgeted allocation. Additionally, this bidding process included a hydraulic hammer attachment. The total bid for the track loader and the associated hydraulic hammer/breaker attachment ranged from \$106,619 - \$120,525.

He referenced the budget request included in the packet as well as the bids received. He stated staff recommends the purchase of the lowest and best bid at a purchase price not to exceed \$106,619.40. Additionally, staff recommends that the difference in budget dollars be provided from operations in the amount of \$4,619.40.

With no questions or comments, Mayor Roberts requested motion to approve the purchase of a Compact Track Loader & Hydraulic Hammer Attachment, to be purchased from Kirby-Smith Machinery, in an amount not to exceed \$106,619.40.

Councilmember Lewis moved to approve the motion, seconded by Councilmember Longanecker. The motion was approved, 4-0.

13. CONSIDER AMENDMENT #1 TO AGREEMENT WITH TETRA TECH FOR 2024 CDBG – 2ND AND HULETT SANITARY SEWER REHABILITATION PROJECT

Ms. Robertson addressed the Council. She stated in May 2023, City Council approved the submission of an application to Johnson County for the 2nd and Hulett Sanitary Sewer Project for CDBG funding. City staff was informed the project was awarded \$91,511.63 through this program.

She stated in April 2024, City Council approved the contract with Tetra Tech for the design of the project. City Staff is working with Tetra Tech as they complete design plans. Bidding for project construction is anticipated for August/September.

She stated in past CDBG projects, it has been useful to continue the contract with the design engineer into the construction phase. She stated this amendment would add construction management services to the agreement. Details on the services provided are outlined in the document included. She stated the method of design proposed by Tetra Tech includes finalizing design and recommendations based on the CCTV inspection footage provided by the contractor at the beginning of construction.

She stated staff recommends approving the contract amendment with City Attorney approval. This amendment would revise the contract with Tetra Tech to include the construction phase scope for an additional \$16,000. She stated this increase is within the project budget.

With no questions or comments, Mayor Roberts requested motion to approve amendment 1 to the agreement with Tetra Tech for 2024 CDBG – 2nd and Hulett Sanitary Sewer Rehabilitation Project in the amount of \$16,000.

Councilmember Longanecker moved to approve the motion, seconded by Councilmember Lebakken. The motion was approved, 4-0.

WALK ON: CONSIDER AN INVOICE FOR UTILITY INSPECTION & ROADWAY WORKER IN CHARGE SERVICES FROM WILSON & COMPANY FOR \$124,800.00 FOR

DWYER SEWER EXTENSION PROJECT.

Ms. Robertson stated in August 2023, Council approved an agreement with BNSF for a pipeline license to access property to perform the work related to the Dwyer Sewer Extension beneath the railroad. She stated the agreement was executed and a permit was issued by BNSF to the City. Part of the agreement includes additional services including inspection coordination and flagging/safety oversight known as Roadway Worker In Charge (RWIC). She stated the costs for these additional services are based on days and hours required by the contractor to perform the work within the BNSF right of way.

She stated in May 2024, Council approved a contract with Beemer Construction, Inc. for the construction of the Dwyer Sewer Extension. She stated since then, the contractor has reviewed all necessary permits and mobilized to site. In preparation for the work within the BNSF right of way, the contractor provided the City with an estimated number of days where RWIC services will be needed. She stated staff then coordinated with BNSF through Wilson & Company who provides these services to schedule inspections.

She stated in order to schedule the inspections and RWIC services, prepayment of all estimated hours needed for the project must be paid. She stated the prepayment invoice includes 40 working days of 10-hour days and working on Saturdays as requested by the contractor. The invoice attached shows the breakdown of hours, with the overtime being based on travel time beyond the 10 hours on site. She stated any unused funds not used at the end of the project will be returned to the City.

She stated this invoice is through the same agreement executed with BNSF with Wilson & Company working on behalf of BNSF. The cost for BNSF inspections and RWIC are budgeted within the construction budget for the Dwyer Sewer Extension project. She stated by billing this invoice directly to the City, we are saving the likely mark-up associated with processing this work through the contractor. She stated City staff recommends approving the prepayment invoice of \$124,800.00.

With no questions or comments, Mayor Roberts requested motion to approve the invoice for utility inspection & RWIC services from Wilson & Company for \$124,800 for the Dwyer Sewer Extension project.

Councilmember Lebakken moved to approve the motion, seconded by Councilmember Longanecker. The pre-payment invoice for \$124,800.00 for Wilson & Company was approved, 4-0.

14. Report by the City Administrator

- 2nd Quarter Finance Report

Ms. Kindle reviewed the 2nd Quarter Finance Report included in the council packet, to include Revenues and Expenditures of the General, Water and Sewer Funds. She stated all funds are in balance, within reserve and budget authority.

- 2nd Quarter Community Development Report

Mr. Moore reviewed the Community Development Report included in the council packet. He stated it has been a very busy quarter, including 22 building permits: 17 residential and 5 non-residential. He stated this is up from 10 in the previous quarter, however the permit valuation is slightly down from the last quarter.

He stated the animal control stats are consistent, code enforcement is usually pretty busy with tall grass and weeds notices. He stated there are 11 fewer violations than in quarter 1, if you remove tall grass and weeds.

He reviewed the progress made at 502 E 2nd Street. The final certificate of occupancy was given out recently.

- Request from Johnson County for Homeless Services Center Operational Support

Ms. Linn reviewed the memo in the packet regarding the County's new homeless shelter and displayed some of the presentation from the County asking for \$1,310.22 from Edgerton. She stated staff is asking for direction if Council would like to include this cost in the 2025 Budget.

Councilmember Longanecker said he thinks it is a good idea.

Mayor Roberts stated it is pretty late in the budget season, adding he expressed that concern to Chairman Kelly. He stated he has been thinking about the man who was living in his car in Edgerton and he knows there are people who are at risk here. He stated he cannot say whether anyone in Edgerton would use it though.

Councilmember Conus stated he thinks it should be privately funded.

Councilmember Lewis asked if there was a public-private partnership.

Councilmember Conus stated he thinks it is his personal responsibility to fund projects like this, not the governments.

Mayor Roberts stated he was unaware when this project first came out that that the cities would be asked to fund this project.

Councilmember Longanecker motioned to approve the funding, stating this is to help our fellow man.

Councilmember Lewis stated the City already provides funding to other organization for similar benefits. He asked how many different ones the city is going to give to for the same benefit. He acknowledged it is different than other charities because the shelter is a building, but other organizations do homeless outreach too.

Mayor Roberts stated he does not know if any of the money for UCS goes directly to homelessness, it does go to outside organizations that do work with the homeless.

Councilmember Lewis asked for specifics about the funding request.

Mayor Roberts stated Lenexa will not have to pay because they will lose the revenue from the hotel, but every other city is receiving a similar request from the County.

He requested a second to Councilmember Longanecker's motion. Motion dies from lack of a second.

Councilmember Lewis made motion not to fund. Councilmember Conus seconded the motion. The motion passed with 3 to 1 vote, with Councilmember Longanecker voting against.

- **WALK ON:** Job Descriptions

Ms. Linn presented council with job descriptions and career progressions included in the 2025 Budget and reviewed the budget impacts.

With no questions or comments, Mayor Roberts requested motion to approve the job descriptions.

Councilmember Lewis moved to approve, seconded by Councilmember Lebakken. The motion was approved, 4-0.

Ms. Linn talked about the vandalism at The Greenspace. Councilmember Conus asked about the damage done and Ms. Linn responded that they would prefer not to discuss as it is an active investigation. Councilmember Lebakken asked about what time it happened. Ms. Linn responded overnight.

Ms. Linn then brought forward Councilman Conus' question from the previous Council meeting asking about the cost-benefit analysis on the SRF Loan to pay for the sewer extension project. She stated it would take 12 homes to pay for the loan that covers site one of the project and about 36 homes to pay for the entirety of the loan.

- CIP Project Update for Glendell Acres Park Renovation

Ms. Robertson reviewed the work completed for Glendell Acres Park thus far, including the retention basins, skate area, majority of the sidewalk and the subbase for the playground and fitness equipment. She stated in early August the playground and fitness equipment will be installed.

She stated as far as budget review, the grant covered exactly half of the estimate for the playground surfacing. The project is currently under budget with an extra \$11,000 for contingency remaining.

Ms. Linn thanked Lee as this is his last council meeting with the City.

15. Report by the Mayor

Mayor Roberts thanked Councilman Longanecker for standing in for him at the last meeting while he was with his grandson at the national trap tournament.

16. Future Meeting Reminders

Mayor Roberts reminded the Council of the future meetings for the Council and Planning Commission.

17. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO THE ATTORNEY/CLIENT EXCEPTION TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR DISCUSSIONS RELATED TO PENDING LITIGATION (K.S.A. 75- 4319(B)(2))

Mayor Roberts requested motion to recess into executive session for discussions related to Pending Litigation. The justification for such executive session is for a consultation with the City Attorney, which is deemed privileged in an attorney-client relationship (K.S.A. 75-4319B(2)). Present in the executive session will be the Governing Body and the following staff members: City Administrator Beth Linn and City Attorney Lee Hendricks. The executive session will start at 9:27PM and last 5 minutes. The open meeting will resume in the Council Chambers.

Councilmember Longanecker moved to recess into executive session pursuant to K.S.A 75-4319(B)(2) to discuss pending litigation. Councilmember Lewis seconded the motion. The meeting recessed into executive session at 9:27PM, 4-0.

Councilmember Lewis moved to return to open session with no action being taken. Councilmember Lebakken seconded the motion. Open session resumed at 9:32PM, 4-0.

Ms. Linn stated there was an error on the July 11th minutes approved earlier this evening. She requested a motion to amend the minutes to include the time and duration of the executive session.

Councilmember Longanecker made a motion to approve the amendment in the minutes for final approval, Councilmember Lebakken seconded the motion. The motion was approved, 4-0.

18. Adjourn

Councilmember Lewis moved to adjourn, seconded by Councilmember Lebakken. The meeting was adjourned at 9:35PM with a 4-0 vote.

Submitted by Alex Clower, City Clerk

City Council Action Item

Council Meeting Date: August 8, 2024

Department: Administration

Agenda Item: Consider Ordinance No. 2164 Amending Chapter XIV of the Edgerton, Kansas Municipal Code to Incorporate the 2024 Standard Traffic Ordinance, Subject to Existing Local Traffic Provisions in the City Code Which Supplement and/or Modify Certain Sections Thereof

Background/Description of Item:

Annually, the League of Kansas Municipalities prepares and publishes the code known as the Standard Traffic Ordinance (STO) for Kansas Cities. This ordinance will adopt the Standard Traffic Ordinance for Kansas Cities, 51st Edition, published in 2024 except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Chapter 14 of the Code of the City of Edgerton.

The following sections were modified in the 51st edition of the STO published in 2024.

Section 201.1 Amended Failure to Comply with a Traffic Citation

Section 201.2 Added Failure to Comply with a Traffic Citation

The City Attorney has reviewed and approved Ordinance 2164 as submitted for adoption.

Related Ordinance(s) or Statue(s): Edgerton City Code Chapter XIV

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2164 Amending Chapter XIV of The Edgerton, Kansas Municipal Code to Incorporate The 2024 Standard Traffic Ordinance, Subject to Existing Local Traffic Provisions in the City Code Which Supplement and/or Modify Certain Sections Thereof

Enclosed: Draft Ordinance No. 2164

Prepared by: Kara Banks, Assistant to the City Administrator

ORDINANCE NO. 2164

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF EDGERTON, KANSAS; INCORPORATING BY REFERENCE THE 2024 STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, 51ST EDITION, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 2142.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS:

SECTION 1: Chapter XIV, Article 1 of the Edgerton, Kansas Municipal Code is hereby amended to state the following:

ARTICLE 1. STANDARD TRAFFIC ORDINANCE

14-101. UNIFORM CODE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Edgerton, Kansas, that certain code known as the "Standard Traffic Ordinance for Kansas Cities," 51st Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Section 14-201 through 14-207 of the existing Code of the City of Edgerton. One copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2164" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open for inspection and available to the public at all reasonable hours. The Sheriff's Department of Johnson County, Kansas, the municipal judge and all administrative departments of the City charged with enforcement of the Ordinance shall be supplied, at the cost to the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

14-102. PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense in which the municipal judge establishes a fine schedule shall not be less than \$10 nor more than \$600, except for speeding, which shall not be less than \$15 nor more than \$200. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense in which a fine has not been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

14.103. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

(a) An ordinance traffic infraction is a violation of this section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic provision in K.S.A. 8-2118.

(b) All traffic violations that are included within this ordinance, and are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

SECTION 2: Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby preserved and any modifications or supplements to the Standard Traffic Ordinance stated therein are now applicable to the 2024 "Standard Traffic Ordinance for Kansas Cities," 51st Edition.

SECTION 3: REPEAL. Ordinance numbered 2142 is repealed.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be effective after its passage, approval, and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 8th DAY OF AUGUST, 2024.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: August 8, 2024

Department: Administration

Agenda Item: Consider Ordinance No. 2165 Amending Chapter XI, Article I, Section 11-101 of the Code of the City of Edgerton, Kansas, Concerning the Uniform Public Offense Code.

Background/Description of Item:

Annually, the League of Kansas Municipalities prepares and publishes the code known as the Uniform Public Offense Code (UPOC) for Kansas Cities. This ordinance will adopt the Uniform Public Offense Code, 40th Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified, or changed Section 11-102 of the existing Code of the City of Edgerton.

The following sections were modified in the 40th edition of the UPOC published in 2024.

- Section 9.1 Amended Disorderly Conduct
- Section 9.9.1 Amended Unlawful Possession of Marijuana and Tetrahydrocannabinols
- Section 9.9.2 Amended Possession of Drug Paraphernalia and Certain Drug Precursors
- Section 9.9.4 Amended Unlawful Possession of Controlled Substances

The City Attorney has reviewed and approved Ordinance No. 2165 as submitted for adoption.

Related Ordinance(s) or Statue(s): Edgerton City Code Chapter XI

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2165 Amending Chapter XI, Article 1, Section 11-101 of the Code of the City Of Edgerton, Kansas, Concerning the Uniform Public Offense Code

Enclosed: Draft Ordinance No. 2165

Prepared by: Kara Banks, Assistant to the City Administrator

ORDINANCE NO. 2165

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF EDGERTON, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 40TH EDITION, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE No. 2143.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS:

SECTION 1: That Chapter XI, Article 1, Section 11-101 of the Code of the City of Edgerton is hereby amended to read as follows:

11-101.UNIFORM CODE INCORPORATED. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Edgerton, Kansas, that certain code known as the "Uniform Public Offense Code," 40th Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are omitted, deleted, modified, or changed by Section 11-102 of the existing Code of the City of Edgerton. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2165" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open for inspection and available to the public at all reasonable hours.

SECTION 2: Repeal. Former Chapter XI, Article 1, Section 11-101 of the Edgerton Municipal Code is hereby repealed.

SECTION 3: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City's official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 8th DAY OF AUGUST, 2024.

DONALD ROBERTS, Mayor _____

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

City Council Action Item

Council Meeting Date: August 8, 2024

Department: Public Works

Agenda Item: Consider Award of the 2024 Street Preservation Project Pavement Marking and Striping Services to C-Hawkk Construction, Inc. for \$60,961.62 for the Base Bid Total.

Background/Description of Item:

On March 14, 2024, City Staff presented an update to City Council that included the anticipated scope of work identified for 2024 and 2025 Street Preservation Programs. A portion of the 2024 project is refreshing the pavement markings and striping at three intersections in LPKC where pavement markings have started to wear away. These intersections include:

- 199th and Homestead Lane
- 191st and Homestead Lane
- 191st and Waverly Road

On July 31, 2024, the City held a public bid opening and received two bids for the 2024 Street Preservation Program (Pavement Markings and Striping). The total project base bids ranged from \$60,961.62 to \$67,356.90. The engineer's estimate was \$79,441.80. A copy of the bid tabulations is attached. Bid alternates were requested from contractors for an alternative striping material, ultimately removed from consideration due to increase costs and longevity concerns.

City Staff reviewed bid information and qualifications provided by each contractor. Following that review, City Staff and the City Engineer recommends C-Hawkk Construction, Inc. as the lowest, responsible, and most qualified bidder for the project.

For this project, staff anticipates the construction schedule as follows:

- Construction to Begin: August 2024
- Construction Substantial Complete: October/November 2024

Funding for this project is through the Special Highway Fund and PIF Maintenance Fee. The total project budget is \$148,270; however, additional curb work at LPKC and a portion of 2nd Street Reconstruction will be included within that budget. The project costs associated with those phases of the 2024 Street Preservation Project will be presented to Council at a future meeting.

The contract for these services is our standard agreement, previously reviewed and accepted by City Attorney. City Staff recommends award to C-Hawkk Construction, Inc. for the 2024 Street Preservation Program Pavement Markings and Striping.

Related Ordinance(s) or Statue(s):

Funding Source: Special Highway Fund and PIF Maintenance Fund

Budget Allocated: \$148,270

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve Award of the 2024 Street Preservation Project Pavement Marking and Striping Services to C-Hawkk Construction, Inc. for \$60,961.62 for the Base Bid Total.

Enclosed: Bid Tabulations
Project Manual

Prepared by: Holly Robertson, PE – CIP Project Manager

			Engineer's Estimate		Heartland Traffic Services		C-Hawkk Construction Inc.		
199 th and Homestead Ln			Unit Pricing	Total	Unit Pricing	Total	Unit Pricing	Total	
1	Pavement Markings, 4" Solid White Line (non thermo)	L.F.	6600	\$0.60	\$3,960.00	\$1.30	\$8,580.00	\$1.66	\$10,956.00
1a	Thermoplastic	L.F.	6600	\$2.00	\$13,200.00	\$2.00	\$13,200.00	\$2.40	\$15,840.00
2	Pavement Markings, 6" Solid White Channelization Line (non thermo)	L.F.	0						
2a	Thermoplastic	L.F.	0						
3	Pavement Markings, 12" Solid White Crosswalk Line (non thermo)	L.F.	0						
3a	Thermoplastic	L.F.	0						
4	Pavement Markings, 24" Solid White Stop Line (non thermo)	L.F.	140	\$25.00	\$3,500.00	\$14.00	\$1,960.00	\$9.96	\$1,394.40
4a	Thermoplastic	L.F.	140	\$60.00	\$8,400.00	\$16.00	\$2,240.00	\$14.40	\$2,016.00
5	Pavement Markings, Solid White Arrow (non thermo)	Each	25	\$200.00	\$5,000.00	\$150.00	\$3,750.00	\$105.00	\$2,625.00
5a	Thermoplastic	Each	25	\$350.00	\$8,750.00	\$225.00	\$5,625.00	\$180.00	\$4,500.00
6	Pavement Markings, Solid White Dual Directional Arrow (non thermo)	Each	0						
6a	Thermoplastic	Each	0						
7	Pavement Markings, 4" Dashed White Line (non thermo)	L.F.	1210	\$0.60	\$726.00	\$1.30	\$1,573.00	\$1.66	\$2,008.60
7a	Thermoplastic	L.F.	1210	\$2.00	\$2,420.00	\$2.00	\$2,420.00	\$2.40	\$2,904.00
8	Pavement Markings, Hashed Zone Solid White (14ft wide) (non thermo)	L.F.	1276	\$12.00	\$15,312.00	\$7.00	\$8,932.00	\$4.98	\$6,354.48
8a	Thermoplastic	L.F.	1276	\$24.00	\$30,624.00	\$8.00	\$10,208.00	\$7.20	\$9,187.20
9	Pavement Markings, Hashed Zone Solid Yellow (14ft wide) (non thermo)	L.F.	0						
9a	Thermoplastic	L.F.	0						
10	Pavement Markings, 4" Double Yellow Solid Line (non thermo)	L.F.	660	\$1.20	\$792.00	\$2.60	\$1,716.00	\$3.32	\$2,191.20
10a	Thermoplastic	L.F.	660	\$4.00	\$2,640.00	\$4.00	\$2,640.00	\$4.80	\$3,168.00
11	Pavement Markings, 4" single solid yellow line (non thermo)	L.F.	440	\$0.60	\$264.00	\$1.30	\$572.00	\$1.66	\$730.40
11a	Thermoplastic	L.F.	440	\$2.00	\$880.00	\$2.00	\$880.00	\$2.40	\$1,056.00
Base Bid (199 th and Homestead Ln.) non thermo			Total Lines 1-11		\$29,554.00	\$27,083.00	\$26,260.08		
Alt. Bid (199 th and Homestead Ln.) thermoplastic			Total Lines 1a-11a		\$66,914.00	\$37,213.00	\$38,671.20		

			Engineer's Estimate		Heartland Traffic Services		C-Hawkk Construction Inc.		
191 st and Homestead Ln			Unit Pricing	Total	Unit Pricing	Total	Unit Pricing	Total	
1	Pavement Markings, 4" Solid White Line (non thermo)	L.F.	5128	\$0.60	\$3,076.80	\$1.30	\$6,666.40	\$1.66	\$8,512.48
1a	Thermoplastic	L.F.	5128	\$2.00	\$10,256.00	\$2.00	\$10,256.00	\$2.40	\$12,307.20
2	Pavement Markings, 6" Solid White Channelization Line (non thermo)	L.F.	0						
2a	Thermoplastic	L.F.	0						
3	Pavement Markings, 12" Solid White Crosswalk Line (non thermo)	L.F.	0						
3a	Thermoplastic	L.F.	0						
4	Pavement Markings, 24" Solid White Stop Line (non thermo)	L.F.	220	\$25.00	\$5,500.00	\$14.00	\$3,080.00	\$9.96	\$2,191.20
4a	Thermoplastic	L.F.	220	\$60.00	\$13,200.00	\$16.00	\$3,520.00	\$14.40	\$3,168.00
5	Pavement Markings, Solid White Arrow (non thermo)	Each	38	\$200.00	\$7,600.00	\$150.00	\$5,700.00	\$105.00	\$3,990.00
5a	Thermoplastic	Each	38	\$350.00	\$13,300.00	\$225.00	\$8,550.00	\$180.00	\$6,840.00
6	Pavement Markings, Solid White Dual Directional Arrow (non thermo)	Each	4	\$400.00	\$1,600.00	\$225.00	\$900.00	\$145.00	\$580.00
6a	Thermoplastic	Each	4	\$500.00	\$2,000.00	\$325.00	\$1,300.00	\$250.00	\$1,000.00
7	Pavement Markings, 4" Dashed White Line (non thermo)	L.F.	715	\$0.60	\$429.00	\$1.30	\$929.50	\$1.66	\$1,186.90
7a	Thermoplastic	L.F.	715	\$2.00	\$1,430.00	\$2.00	\$1,430.00	\$2.40	\$1,716.00
8	Pavement Markings, Hashed Zone Solid White (14ft wide) (non thermo)	L.F.	1100	\$12.00	\$13,200.00	\$7.00	\$7,700.00	\$4.98	\$5,478.00
8a	Thermoplastic	L.F.	1100	\$24.00	\$26,400.00	\$8.00	\$8,800.00	\$7.20	\$7,920.00
9	Pavement Markings, Hashed Zone Solid Yellow (14ft wide) (non thermo)	L.F.	572	\$12.00	\$6,864.00	\$7.00	\$4,004.00	\$4.98	\$2,848.56
9a	Thermoplastic	L.F.	572	\$24.00	\$13,728.00	\$8.00	\$4,576.00	\$7.20	\$4,118.40
Base Bid (191st and Homestead Ln.) non thermo			Total Lines 1-9		\$38,269.80	\$28,979.90	\$24,787.14		
Alt. Bid (191st and Homestead Ln.) thermoplastic			Total Lines 1a-9a		\$80,314.00	\$38,432.00	\$37,069.60		

			Engineer's Estimate		Heartland Traffic Services		C-Hawkk Construction Inc.		
191st and Waverly Rd			Unit Pricing	Total	Unit Pricing	Total	Unit Pricing	Total	
1	Pavement Markings, 4" Solid White Line (non thermo)	L.F.	800	\$0.60	\$480.00	\$1.30	\$1,040.00	\$1.66	\$1,328.00
1a	Thermoplastic	L.F.	800	\$2.00	\$1,600.00	\$2.00	\$1,600.00	\$2.40	\$1,920.00
2	Pavement Markings, 6" Solid White Channelization Line (non thermo)	L.F.	0						
2a	Thermoplastic	L.F.	0						
3	Pavement Markings, 12" Solid White Crosswalk Line (non thermo)	L.F.	350	\$3.00	\$1,050.00	\$7.00	\$2,450.00	\$4.98	\$1,743.00
3a	Thermoplastic	L.F.	350	\$13.00	\$4,550.00	\$8.00	\$2,800.00	\$7.20	\$2,520.00
4	Pavement Markings, 24" Solid White Stop Line (non thermo)	L.F.	180	\$25.00	\$4,500.00	\$14.00	\$2,520.00	\$9.96	\$1,792.80
4a	Thermoplastic	L.F.	180	\$60.00	\$10,800.00	\$16.00	\$2,880.00	\$14.40	\$2,592.00
5	Pavement Markings, Solid White Arrow (non thermo)	Each	10	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$105.00	\$1,050.00
5a	Thermoplastic	Each	10	\$350.00	\$3,500.00	\$225.00	\$2,250.00	\$180.00	\$1,800.00
6	Pavement Markings, Solid White Dual Directional Arrow (non thermo)	Each	0						
6a	Thermoplastic	Each	0						
7	Pavement Markings, 4" Dashed White Line (non thermo)	L.F.	180	\$0.60	\$108.00	\$1.30	\$234.00	\$1.66	\$298.80
7a	Thermoplastic	L.F.	180	\$2.00	\$360.00	\$2.00	\$360.00	\$2.40	\$432.00
8	Pavement Markings, Hashed Zone Solid White (14ft wide) (non thermo)	L.F.	0						

8a	Thermoplastic	L.F.	0						
9	Pavement Markings, Hashed Zone Solid Yellow (14ft wide) (non thermo)	L.F.	210	\$12.00	\$2,520.00	\$7.00	\$1,470.00	\$4.98	\$1,045.80
9a	Thermoplastic	L.F.	210	\$24.00	\$5,040.00	\$8.00	\$1,680.00	\$14.40	\$3,024.00
10	Pavement Markings, 4" Double Yellow Solid Line (non thermo)	L.F.	800	\$1.20	\$960.00	\$2.60	\$2,080.00	\$3.32	\$2,656.00
10a	Thermoplastic	L.F.	800	\$4.00	\$3,200.00	\$4.00	\$3,200.00	\$4.80	\$3,840.00
Base Bid (191st and Waverly Rd.) non thermo		Total Lines 1-10		\$11,618.00		\$11,294.00		\$9,914.40	
Alt. Bid (191st and Waverly Rd.) thermoplastic		Total Lines 1a-10a		\$29,050.00		\$14,770.00		\$16,128.00	
				Engineer's Estimate		Heartland Traffic Services		C-Hawkk Construction Inc.	
Base Bid (199 th and Homestead Ln.) non thermo				\$29,554.00		\$27,083.00		\$26,260.08	
Base Bid (191st and Homestead Ln.) non thermo				\$38,269.80		\$28,979.90		\$24,787.14	
Base Bid (191st and Waverly Rd.) non thermo				\$11,618.00		\$11,294.00		\$9,914.40	
TOTAL PROJECT BASE BID				\$79,441.80		\$67,356.90		\$60,961.62	
Alt. Bid (199 th and Homestead Ln.) thermoplastic				\$66,914.00		\$37,213.00		\$38,671.20	
Alt. Bid (191st and Homestead Ln.) thermoplastic				\$80,314.00		\$38,432.00		\$37,069.60	
Alt. Bid (191st and Waverly Rd.) thermoplastic				\$29,050.00		\$14,770.00		\$16,128.00	
TOTAL PROJECT ALTERNATIVES				\$176,278.00		\$90,415.00		\$91,868.80	



CITY OF EDGERTON, KANSAS PROJECT MANUAL

2024 STREET PRESERVATION PROGRAM (PAVEMENT MARKINGS AND STRIPING)

BG PROJECT NO. 24-1021L

July 8th, 2024

CITY OF EDGERTON, KANSAS

MAYOR
DONALD ROBERTS

CITY COUNCIL
CLAY LONGANECKER
JOSH LEWIS
RON CONUS
DEB LEBAKKEN
BILL MALLOY

CITY CLERK
ALEXANDRIA CLOWER

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**CITY OF EDGERTON, KANSAS
2024 STREET PRESERVATION PROGRAM**

PROJECT MANUAL

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EDGERTON, KANSAS

2024 STREET PRESERVATION PROGRAM**ADVERTISEMENT FOR BID**

Sealed proposals for the 2024 STREET PRESERVATION PROGRAM, in the City of Edgerton, Kansas will be received from qualified bidders by the City of Edgerton, Kansas at 404 East Nelson (PO Box 255), Edgerton, Kansas 66021 until 2:00 PM on WEDNESDAY, JULY 31ST, 2024 at which time and place all bids will be publicly opened and read. Bids received after the designated closing time will be returned unopened. All contractors who plan to submit a proposal on the project are requested to attend.

All proposals shall be made on a printed proposal form included in a bound Project Manual containing the specifications for the Work and shall be submitted in sealed envelopes addressed to the City of Edgerton, Kansas and marked "2024 STREET PRESERVATION PROGRAM".

This project will apply approximately 20,500 LF of pavement markings at the intersections of 199th and Homestead Lane, 191st and Homestead Lane, and 191st and Waverly Road with other related improvements.

The Project Manual, consisting of the Bidding Documents (which shall include the advertisement for bid, instructions to bidders, proposal and statement of bidder's qualifications) and Contract Documents (which shall include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda authorized by the Owner), and the Plans may be examined at the office of the City Clerk, Edgerton City Hall, 404 East Nelson, Edgerton, Kansas 66021. Copies of Project Manual can be seen or purchased on-line at www.drexeltech.com in their electronic plan room, additional assistance is available at distribution@drexeltech.com. At the web site, information regarding this project can be found in the 'Public Jobs' link. Contractors desiring the Project Manual for use in preparing bids may also obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, Kansas 66214, telephone (913) 371-4430. **Any questions regarding the project, plans, specifications or bid documents should be directed to Holly Robertson, City of Edgerton at (913) 424-3621.**

Each bid shall be accompanied by a certified check or cashier's check drawn on a National Bank or a bank having membership in the Federal Reserve System or a bid bond made payable to "The City of Edgerton, Kansas" in an amount of not less than five percent (5%) of the total bid, which may be retained until a contract for the project shall have been awarded. Bid checks or bid bonds will be returned to the unsuccessful

bidders if and when their bids are rejected. An agent authorized to transact business in the State of Kansas shall write the bonds.

Each bidder shall upon request of the City of Edgerton, Kansas submit on the form furnished for that purpose, a statement of the bidder's qualifications, the bidder's experience record in the type of work embraced in this project, his organization and equipment available for the work contemplated and, when specifically requested by the City of Edgerton, a detailed financial statement.

The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Edgerton, in its sole discretion, that the bidder is qualified to carry out properly the terms of the Contract.

The bidder to whom a contract for the Work is awarded will be required to furnish performance and statutory bonds acceptable to the City of Edgerton, Kansas, each in amount of one hundred percent (100%) of the Contract, in conformity with the requirements of the proposed Contract Documents. Each bond shall be written by an agent having an established office in Kansas.

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason or to waive any informalities in the bidding.

Bids may be held by the City of Edgerton, Kansas for a period not to exceed sixty (60) days from the date of the opening of the bids for the purpose of reviewing the bids and investigation of the qualifications of the bidder prior to the awarding of the Contract.

INSTRUCTIONS TO BIDDERS

1. GENERAL NOTICE

Sealed proposals for 2024 STREET PRESERVATION PROGRAM, in the City of Edgerton, Kansas will be received from qualified bidders by the City of Edgerton, Kansas at 404 East Nelson Street (PO Box 255), Edgerton, Kansas 66021 until 2:00 PM on WEDNESDAY, JULY 31ST, 2024, at which time and place all bids will be publicly opened and read. Bids received after the designated closing time will be returned unopened. All Contractors who plan to submit a proposal on the project are requested to attend.

2. PLANS AND SPECIFICATIONS

The Project Manual, consisting of the Bidding Documents (which shall include the advertisement for bid, instructions to bidders, proposal and statement of bidder's qualifications) and Contract Documents (which shall include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda or change orders authorized by the Owner), and the Plans may be examined at the office of the City Clerk, Edgerton City Hall, 404 East Nelson Street, Edgerton, Kansas 66021. Copies of Project Manual can be seen or purchased on-line at www.drexeltech.com in their electronic plan room, additional assistance is available at distribution@drexeltech.com. At the web site, information regarding this project can be found in the 'Public Jobs' link. Contractors desiring the Project Manual for use in preparing bids may also obtain a set of such documents from Drexel Technologies, 10840 West 86th Street, Lenexa, Kansas 66214, telephone (913) 371-4430. **Any questions regarding the project, plans, specifications or bid documents should be directed to Holly Robertson, City of Edgerton at (913) 424-3621.**

3. PROPOSALS

All proposals shall be made on the forms provided in this bound copy of the Project Manual. All proposals shall be legibly written in ink or typewritten, with all prices given in figures.

No alterations in proposals or in the printed forms will be permitted by erasures, deletions or interpolations unless each alteration is signed or initialed by the bidder. If initialed, the City of Edgerton ("Owner" or "City") may require the bidder to identify the alterations so initialed. Proposals carrying riders or qualifications to the bid as submitted will be rejected as irregular.

Each bidder shall enclose the bound copy of the Project Manual containing his proposal in a sealed envelope, addressed to "The City of Edgerton, Kansas," and marked "2024 STREET PRESERVATION PROGRAM" in the City of Edgerton, Kansas.

4. PROPOSAL GUARANTEE

Each proposal shall, as guarantee of good faith on the part of the bidder, be accompanied by a certified check or cashier's check, drawn on a National Bank, or on a bank having a membership in the Federal Reserve System, or a bid bond, in the amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without conditions to "The City of Edgerton, Kansas" and the amount of the check will be retained by, and forfeited to, the Owners as liquidated damage if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owners.

5. SIGNATURE OF BIDDER

Each proposal must be signed in ink by the bidder with his/her full name and with his/her business address or place of residence and telephone number. In the case of a firm, the name and residence of each member must be inserted, and in the case the proposal is submitted by, or on behalf of, a corporation, it must be signed in the name of the corporation by an official who is authorized to bind the bidder and who shall also affix the corporate seal of such corporation.

6. ONLY ONE PROPOSAL ACCEPTED

No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

7. RESPONSIBILITY OF AGENT

Any person signing a proposal as the agent of another or for others may be required to submit satisfactory evidence of his authority to do so.

8. QUALIFICATION OF BIDDERS

Each bidder shall upon request of the City of Edgerton, Kansas, submit on the form furnished for that purpose, a statement of the bidder's qualification, his/her experience record in constructing the type of repairs embraced in this project, his/her organization and equipment available for the work contemplated and when specifically requested by the City of Edgerton, a detailed financial statement. The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. Each bidder shall perform at least 50% of the Work without the use of subcontractors. Computation of Subcontractors Work will be consistent with GC-74, Computation of Subcontractors Work.

9. LOCAL CONDITIONS

Bidders shall read the Project Manual, examine the Plans, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the Work called for by the proposed contract, including local conditions, uncertainty of

weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed Work, and by such means as they may choose, as to actual conditions and requirements. Information derived from the Project Manual, including the Plans, or from the Consulting Engineer, the City Engineer or their assistants shall not relieve the bidder of this responsibility.

10. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Project Manual, including the Plans and Project Specifications, incorporated therein, he/she may submit to the City Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of the documents included in the Project Manual will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of such Contract Documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.

11. COMPARISON OF BIDS

All bids shall be totaled for comparison by adding the amounts determined by multiplying the stipulated approximate quantity by the unit price named in the proposal for that item. In the case of alternate items, the Owner will have the ability to accept any or all alternates. If alternates are chosen by the Owner, these bid amounts shall be added to the total defined above with reductions for an "in lieu of" items as may be the case.

12. UNBALANCE OF BIDS

The unbalancing of bids will not be tolerated. Evidence of material unbalancing will be considered cause for rejection. No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening.

13. BONDS

The contractor to whom the Work is awarded will be required to furnish the following Surety Bonds:

(a.) Performance Bond - A bond to the City of Edgerton, Kansas in the amount of one hundred percent (100%) of the amount of the Contract, and in accordance with Kansas Statutory requirements, guaranteeing faithful compliance with the terms of the Contract.

(b.) Statutory Bond - A bond to the State of Kansas, as required by statute, to guarantee the payment of labor and material bills.

All bonds shall be executed according to the sample forms hereto attached, signed by a surety company authorized to transact business in the State of Kansas, and acceptable as surety to The City of Edgerton, Kansas. Each bond must be accompanied by a "Power of Attorney." The bonds shall be written by an agent authorized to transact business in the State of Kansas.

14. LIABILITY INSURANCE

Refer to Addendum A, Insurance Requirements, as an addendum to this contract.

15. RETURN OF PROPOSAL GUARANTEE

The bid checks or bonds of the three (3) lowest and best bidders may be retained for a period of not more than sixty (60) days pending the execution of the Contract and bonds by the successful bidder. All other bidders' checks or bonds will be returned immediately after the bids have been tabulated and the three lowest and best bids have been determined. Checks or bonds, which have been retained, will be returned when the contractor to whom the Contract has been awarded has furnished approved bonds and filed the necessary number of signed Contracts with the City of Edgerton, Kansas.

16. REJECTION OF BIDS

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the Contract, in its sole discretion.

17. PAYMENTS

Payment for all Work performed under this Contract and material stored on the project site will be made as follows:

Estimates of the work completed will be made on the 25th day of each month after the Contractor commences work on this project. Ninety percent (90%) of the estimate will be paid within 30 days after the approval of the estimate, on the condition that the estimate includes lien waivers for work performed by the Contractor and all subcontractors up to and including 30 days prior to the estimate date. The final estimate will be paid within 30 days after the completion of and the acceptance of the construction by the City Council at a regularly scheduled City Council meeting, upon receipt of final lien waivers, and upon satisfaction of the terms of this Contract.

18. BOUND COPY OF PROJECT MANUAL

None of the documents contained in the Project Manual shall be removed prior to filing same with the City of Edgerton.

19. TAXES AND PERMITS

The Contractor shall secure and pay for all permits necessary for the prosecution of any and all parts of the Work from cities, county, state or other governing bodies having

jurisdiction. The Contractor shall acquaint itself with and conform to the requirements, rules and regulations of said governing bodies.

The Contractor shall pay all taxes, except sales taxes, that may be lawfully assessed against the Owner or Contractor in the execution and performance of the Contract and Work covered thereby. The unit prices in the Proposal shall include all such taxes.

It is the intention of the Owner to secure an exemption certificate for this project permitting the Contractor to purchase materials without payment of the sales or compensating tax. All bidders shall make allowance for this exemption and shall prepare their bids to reflect the exemption from sales or compensating taxes.

The Contractor must furnish each supplier with a properly executed exemption certificate for the supplier's files. All suppliers' invoices for materials to be incorporated in the Work shall include the exemption certificate number. The Contractor must furnish the Owner with a copy of all invoices. When the project is completed, the Contractor shall file with the Owner, a certified statement that all exempt purchases made were entitled to be exempt of Kansas Retailer's Sales or Compensating Tax. The Owner shall file said statement with the State of Kansas.

The Contractor to whom an exemption certificate has been issued shall assume full responsibility for its proper use of the certificate number, and shall pay all costs of any legally assessed penalties relating to its improper use of the certificate number.

20. WITHDRAWAL OF BID

No bidder may withdraw its proposal for a period of 60 days after date and hour set for the opening herewith. A bidder may withdraw its proposal at any time prior to the expiration of the period during which proposals may be submitted by written request of the bidder, which must be signed in the same manner and by the same person who signed the proposal.

21. RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workers who may be employed by the Owner, on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on its part, and shall at its own expense, repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workers of the Owner in regard to their work shall be adjusted and determined by the City Engineer.

If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time. Extensions of time will be handled according to provisions in paragraph GC-48, Extensions of Time.

When two or more contracts are being executed at one time, in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of persons, material or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the City to the contractor so desiring, to the extent that may be reasonably necessary.

22. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

- A. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.
- B. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- D. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

2024 STREET PRESERVATION PROGRAM

P R O P O S A L

To: The Governing Body
City of Edgerton, Kansas
404 East Nelson Street
Edgerton, Kansas 66021

Ladies and Gentlemen:

The undersigned bidder declares that he/she has carefully examined the Project Manual, including the Bidding Documents, Contract Documents and Plans, and that he/she has inspected the actual location of the Work, together with the total sources of supplies, and has satisfied itself as to all quantities and conditions and hereby proposes to furnish all materials, supplies, tools, equipment and plant, perform all necessary labor and construct, install and complete all Work stipulated in, required by, and in conformity with the Project Manual, including the Bidding Documents, Contract Documents and Plans for and in consideration of the Bid Schedule Proposal.

The undersigned is prepared to submit a financial and experience statement upon request.

The undersigned hereby agrees to furnish the required bond and to enter into a contract within ten (10) days from and after the acceptance of this proposal, and further agrees to achieve substantial completion of the entire work covered by this proposal by **October 25, 2024**. Final completion of the entire work shall be complete by **November 1, 2024**. The anticipated notice to proceed date for this project is **August 8, 2024**.

The undersigned hereby agrees that liquidated damages in the amount of \$500.00 per Calendar Day, shall be deducted from any moneys due the Contractor for each day that the Work or portion thereof shall remain uncompleted after the substantial completion date listed above.

BID SCHEDULE PROPOSAL

TO: City of Edgerton
Johnson County, Kansas

The undersigned Bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment, facilities and to perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of unit prices as follows (**Approx. Quantities** and **Total** are for Bid Comparison Only):

	199th and Homestead Ln	Unit	Qty.	Unit Pricing	Total
1	Pavement Markings, 4" Solid White Line (non thermo)	L.F.	6600		
1a	Thermoplastic	L.F.	6600		
2	Pavement Markings, 6" Solid White Channelization Line (non thermo)	L.F.	0		
2a	Thermoplastic	L.F.	0		
3	Pavement Markings, 12" Solid White Crosswalk Line (non thermo)	L.F.	0		
3a	Thermoplastic	L.F.	0		
4	Pavement Markings, 24" Solid White Stop Line (non thermo)	L.F.	140		
4a	Thermoplastic	L.F.	140		
5	Pavement Markings, Solid White Arrow (non thermo)	Each	25		
5a	Thermoplastic	Each	25		
6	Pavement Markings, Solid White Dual Directional Arrow (non thermo)	Each	0		
6a	Thermoplastic	Each	0		
7	Pavement Markings, 4" Dashed White Line (non thermo)	L.F.	1210		
7a	Thermoplastic	L.F.	1210		
8	Pavement Markings, Hashed Zone Solid White (14ft wide) (non thermo)	L.F.	1276		
8a	Thermoplastic	L.F.	1276		
9	Pavement Markings, Hashed Zone Solid Yellow (14ft wide) (non thermo)	L.F.	0		
9a	Thermoplastic	L.F.	0		
10	Pavement Markings, 4" Double Yellow Solid Line (non thermo)	L.F.	660		
10a	Thermoplastic	L.F.	660		

11	Pavement Markings, 4" single solid yellow line (non thermo)	L.F.	440		
11a	Thermoplastic	L.F.	440		
	Base Bid (199 th and Homestead Ln.) non thermo	Total Lines 1-11			
	Alt. Bid (199 th and Homestead Ln.) thermoplastic	Total Lines 1a-11a			

	191st and Homestead Ln	Unit	Qty.	Unit Pricing	Total
1	Pavement Markings, 4" Solid White Line (non thermo)	L.F.	5128		
1a	Thermoplastic	L.F.	5128		
2	Pavement Markings, 6" Solid White Channelization Line (non thermo)	L.F.	0		
2a	Thermoplastic	L.F.	0		
3	Pavement Markings, 12" Solid White Crosswalk Line (non thermo)	L.F.	0		
3a	Thermoplastic	L.F.	0		
4	Pavement Markings, 24" Solid White Stop Line (non thermo)	L.F.	220		
4a	Thermoplastic	L.F.	220		
5	Pavement Markings, Solid White Arrow (non thermo)	Each	38		
5a	Thermoplastic	Each	38		
6	Pavement Markings, Solid White Dual Directional Arrow (non thermo)	Each	4		
6a	Thermoplastic	Each	4		
7	Pavement Markings, 4" Dashed White Line (non thermo)	L.F.	715		
7a	Thermoplastic	L.F.	715		
8	Pavement Markings, Hashed Zone Solid White (14ft wide) (non thermo)	L.F.	1100		
8a	Thermoplastic	L.F.	1100		
9	Pavement Markings, Hashed Zone Solid Yellow (14ft wide) (non thermo)	L.F.	572		
9a	Thermoplastic	L.F.	572		
	Base Bid (191st and Homestead Ln.) non thermo	Total Lines 1-9			
	Alt. Bid (191st and Homestead Ln.) thermoplastic	Total Lines 1a-9a			

	191st and Waverly Rd	Unit	Qty.	Unit Pricing	Total
1	Pavement Markings, 4" Solid White Line (non thermo)	L.F.	800		
1a	Thermoplastic	L.F.	800		
2	Pavement Markings, 6" Solid White Channelization Line (non thermo)	L.F.	0		
2a	Thermoplastic	L.F.	0		
3	Pavement Markings, 12" Solid White Crosswalk Line (non thermo)	L.F.	350		
3a	Thermoplastic	L.F.	350		
4	Pavement Markings, 24" Solid White Stop Line (non thermo)	L.F.	180		
4a	Thermoplastic	L.F.	180		
5	Pavement Markings, Solid White Arrow (non thermo)	Each	10		
5a	Thermoplastic	Each	10		
6	Pavement Markings, Solid White Dual Directional Arrow (non thermo)	Each	0		
6a	Thermoplastic	Each	0		
7	Pavement Markings, 4" Dashed White Line (non thermo)	L.F.	180		
7a	Thermoplastic	L.F.	180		
8	Pavement Markings, Hashed Zone Solid White (14ft wide) (non thermo)	L.F.	0		
8a	Thermoplastic	L.F.	0		
9	Pavement Markings, Hashed Zone Solid Yellow (14ft wide) (non thermo)	L.F.	210		
9a	Thermoplastic	L.F.	210		
10	Pavement Markings, 4" Double Yellow Solid Line (non thermo)	L.F.	800		
10a	Thermoplastic	L.F.	800		
	Base Bid (191st and Waverly Rd.) non thermo	Total Lines 1-10			
	Alt. Bid (191st and Waverly Rd.) thermoplastic	Total Lines 1a-10a			

	Base Bid (199 th and Homestead Ln.) non thermo	
	Base Bid (191st and Homestead Ln.) non thermo	
	Base Bid (191st and Waverly Rd.) non thermo	
	TOTAL PROJECT BASE BID	
	Alt. Bid (199 th and Homestead Ln.) thermoplastic	
	Alt. Bid (191st and Homestead Ln.) thermoplastic	
	Alt. Bid (191st and Waverly Rd.) thermoplastic	
	TOTAL PROJECT ALTERNATIVES	

2024 STREET PRESERVATION PROGRAM

Enclosed is a (Certified Check) (Cashier's Check) (Bid Bond) in the amount of _____ Dollars which the undersigned agrees to be forfeited to and become the property of the City of Edgerton, Kansas as liquidated damages should this proposal be accepted and the Contract be awarded to him/her and he/she fail to enter into a contract in the form prescribed, and to furnish the required bond within ten (10) days as above stipulated. Otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to said City of Edgerton, Kansas.

RECEIPT OF ADDENDA:

I/We acknowledge receipt of the following addenda: _____

REQUIRED CONTRACT PROVISIONS: The Contractor is required to complete and submit pages 20 and 22 with their proposal. The City of Edgerton, Kansas will reject proposals that fail to contain completed Required Contract Provisions.

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City awarded you the proposed Contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas City Metropolitan Trade Area? Other agencies will be responsible for entering into separate agreements as outlined under the proposed Contract. All work agreed to outside of the proposed contract will be solely at the discretion of the cooperative entity and _____ for all payments of work thereunder. (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

(Check one) Yes____ No____

Initials _____

CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON _____ (DATE).

Dated in _____ this _____ day of _____ 20__.

SIGNATURE OF BIDDER:

(If an Individual): _____ doing business as

(If a Partnership):

By: _____

Member of Firm _____

(If a Corporation):

By: _____

Name _____

Title _____

SEAL

Business Address of Bidder: _____

Phone: _____

Fax: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation or limited liability company, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (schedule these, showing amount of each contract and appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete or been accused of failing to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted or been accused of defaulting on a contract? If so, where and why?
10. Have you been sued or sued an Owner within the past ten (10) years? If so, provide the case number and court, including county and state.
11. Have you been involved in arbitration in connection with a construction project within the past ten (10) years? If so, describe the project, nature of the arbitration and outcome.
12. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed.
13. List your major equipment available for this contract.
14. Experience in construction work similar in importance to this project.

15. Background and experience of the principal members of your organization, including the officers.
16. Credit available: \$_____.
17. Give bank reference.
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Edgerton, Kansas?
19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Edgerton, Kansas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder: _____

By: _____

Title: _____

State of _____) SS
 County of _____)

_____ being duly sworn deposes and says that he/she is _____ of _____ (Name of Organization) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

 Notary Public

My Commission expires _____, 20__.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter referred to as the "Contractor," and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, hereinafter referred to as the "Surety," are held and firmly bound unto the City of Edgerton, Kansas, hereinafter referred to as "City," in the penal sum of \$_____, lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, said Contractor has entered into a written Contract with the City dated _____, 20__, (the "Contract") for furnishing in a good, substantial and workmanlike manner all labor, materials, tools, equipment, appliances, transportation, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the Contract and the award of Contract relating to the 2024 STREET PRESERVATION PROGRAM in the City of Edgerton, Kansas, all in accordance with the Project Manual, including the detailed Plans incorporated therein, on file in the office of the City Engineer for the City of Edgerton, Kansas; a copy of said Contract is or may be attached hereto and is incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Contract including without exception all of its terms and conditions, both express and implied.

NOW, THEREFORE, if the Contractor, or the subcontractor or subcontractors of said Contractor, shall and will, in all particulars, well, truly and faithfully observe, perform, abide by and carry out each and every covenant, condition, obligation and part of the Contract and the conditions, specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case; and if the Contractor shall protect and save harmless the City from all loss, damage and expense to the construction of said Work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any improper or defective materials used in its construction, or any act or omission of the Contractor or its agents, servants, or employees; and if the Contractor shall protect and save harmless the City from all suits and claims of infringement or alleged infringement of patent rights of processes; and if the Contractor, for and during a period of two years from and immediately following the completion of said Contract and the acceptance thereof by the City, shall pay or cause to be paid to the City, all loss, damage and expense which may occur to the City by reason of defective materials used, or by reason of defective workmanship done in the furnishing of materials for and the construction of, the said Work; and if the Contractor shall refill all excavation in such manner that it shall be, and shall remain for the said period of two years, flush

with the surfaces of streets and adjacent property, and shall keep in repair for said period of two years all pavement, walks, curbs and gutters over and adjacent to said Work; and if the Contractor shall save and hold harmless the City from all loss, damage and expense occasioned by any failure whatsoever of the Contractor, then this obligation shall be and become null and void; otherwise it shall be and remain in full force and effect;

PROVIDED, FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications, Plans and other Contract Documents accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications, Plans and other Contract Documents;

PROVIDED, FURTHER, that whenever the Contractor is declared by City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or promptly notify the City in writing as to which of the following actions it shall take, such actions to be commenced within fourteen (14) days from the date of default notice from the City:

1. Commence completing the Contract in accordance with its terms and conditions, either itself, or through others acting on its behalf, during which time the City shall pay the Surety only those sums which would have been due and payable to the Contractor pursuant to the Contract had the Contractor not been in default; or
2. With the prior written consent of the City, commence the process of obtaining a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety jointly of the lowest and best responsive, responsible bidder, arrange for a contract between such bidder and the City. The City shall pay the completing contractor from its own funds only those sums which would have been due and payable to the Contractor pursuant to the Contract had such Contractor not been in default. To the extent that the City is obligated to pay the completing contractor sums, which would not have been due and payable to the Contractor pursuant to the Contract, the Surety shall pay to the City such sums in a timely manner so that the City may utilize such sums in making timely payment to the completing contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

In addition to the duties set forth above, the Surety shall pay the City costs and expenses resulting from the Contractor's default, but in no event shall the Surety be required to pay any sum in excess of the Penal Sum set forth herein.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of _____, 20__.

(SEAL)

Contractor

By _____

Title

(SEAL)

Surety Company

By _____
Attorney-in-Fact

Countersigned:

By _____
Kansas Resident Agent

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

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter referred to as the "Contractor," and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Kansas, in the penal sum of \$_____ lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has entered into a written Contract with the City of Edgerton, Kansas on the _____, (the "Contract") for furnishing in a good, substantial and workmanlike manner all labor, materials, tools, equipment, appliances, transportation, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the Contract relating to the 2024 STREET PRESERVATION PROGRAM in the City of Edgerton, Kansas, all in accordance with the Project Manual and the detailed Plans incorporated therein, on file in the office of the City Engineer for the City of Edgerton, Kansas and incorporated herein by reference.

NOW, THEREFORE, if the Contractor or its subcontractor or subcontractors shall pay all indebtedness incurred for supplies, materials, equipment, transportation or labor furnished, used or consumed in connection with or in or about the construction or making of the public improvements described in the above-mentioned Contract, including but not limited to gasoline, lubricating oils, fuel oils, greases and similar items used or consumed directly in furtherance of such public improvement, and shall pay all claims which might be the basis of a mechanic's lien against the property to be improved under the Contract, this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract. The Surety further agrees that any person to whom there is due any sum for labor furnished, transportation, materials, equipment or supplies used or consumed in connection with or in or about the construction of said improvements, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvement.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand, and the Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do, at _____ on this _____ day of _____, 20__.

(SEAL)

Contractor

By _____

Title

(SEAL)

Surety Company

By _____
Attorney-in-Fact

Countersigned:

By _____
Kansas Resident Agent

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

(To be filed by the Contractor with the Clerk of the District Court; filing fee to be paid by the Contractor and proof of filing to be provided to Owner.)

EDGERTON, KANSAS

2024 STREET PRESERVATION PROGRAM

CONTRACT

This agreement for the construction of the 2024 STREET PRESERVATION PROGRAM (hereinafter referred to as the "Contract"), made and entered into this ____ day of _____, 20__ by and between the City of Edgerton, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter referred to as the "Owner") and _____ of _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, (hereinafter referred to as the "Contractor").

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, Contract Documents, including Project Specifications and Plans, for the Work herein described and has approved and adopted these Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of 2024 STREET PRESERVATION PROGRAM, in the City of Edgerton, Kansas, in accordance with the terms of this Contract; and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest, responsive, and responsible bidder for constructing said Work, and duly awarded to the said Contractor this Contract therefore for the sum or sums named in the proposal attached to, and made a part of this Contract;

NOW, THEREFORE in consideration of the compensation to be paid to the Contractor, and of the mutual covenants, promises and agreements set forth herein, the parties hereto agree, the Owner for itself and its successors, and the Contractor for itself, its successors and assigns, or executors and administrators, as follows:

ARTICLE I. That the Contractor shall furnish at its own cost and expense all labor, tools, equipment and materials necessary to complete the Work and shall construct and complete in good first class manner the Work as designated, described and required by the Project Manual for the 2024 STREET PRESERVATION PROGRAM. All Work to be done under this Contract shall be under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the following documents, which may be attached hereto, are incorporated by reference as a part of this Contract to the same extent as if fully set forth herein: the Project Manual, consisting of the Bidding Documents (which shall include the advertisement for bid, instructions to bidders, proposal (including the bid schedule proposal), statement of bidder's qualifications and affidavit) and Contract Documents (which shall include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda or change orders authorized by the Owner), and the Plans.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of _____, in cash or its equivalent, for all Work covered by and included in the Contract, in the manner provided in the General Conditions hereto attached.

ARTICLE IV. That the Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all Work covered by this Contract as set forth in the proposal.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed and made effective the day and year first above written and the Contractor has executed four (4) counterparts of this Contract in the prescribed form and manner.

OWNER

CITY OF EDGERTON, KANSAS

Attest:

By Donald Roberts, Mayor

Alexandria Clower, City Clerk

(SEAL)

Contract Approved as to Form:

Lee Hendricks, City Attorney

CONTRACTOR

Bonds Approved as to Form:

By _____

Lee Hendricks, City Attorney

Title: _____

(SEAL)

ADDENDUM A: INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its sole cost and expense, the following insurance coverage with minimum acceptable limits as follows:

(1) COMMERCIAL GENERAL
LIABILITY

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent, and shall cover liability arising from premises, operations, independent contractors, products- completed operations, and personal and advertising injury, and include explosion, collapse, and underground coverage. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, employees, Mayor, and City Council Members, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured, using ISO additional insured endorsements CG 2010 and CG 2037, or their equivalent, copies of which are required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the project and maintain Completed Operations for coverage for itself and for each additional insured for at least 3 years after completion of the Work. Pollution Liability, if applicable, must also be included or separate policy provided reflecting same limits and terms as above.

(2) AUTOMOBILE LIABILITY

\$1,000,000 Per Accident

Coverage shall apply to all owned, hired, and non-owned automobiles used in the completion of the work set forth in the contract. It shall also name City, it's officers, employees, Mayor, and City Council Members, and agents as additional insureds.

(3) WORKERS COMPENSATION - STATUTORY & EMPLOYERS
LIABILITY

\$500,000 Each Accident
\$500,000 Policy Limit - Disease
\$500,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a

corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(4) UMBRELLA / EXCESS LIABILITY

\$4,000,000 Per Occurrence

\$4,000,000 Aggregate

A combined single limit of excess liability to apply over and above General Liability, Pollution Liability (if applicable), Auto Liability, and Employers Liability, with terms and conditions consistent with those of the underlying coverage, not any more restrictive. It shall also name City, its officers, employees, Mayor, and City Council Members, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the additional insured.

(5) BUILDERS RISK / INSTALLATION FLOATER

This coverage, is required for building projects in an amount equal to the Replacement Cost of the work or the Contract Amount, whichever is greater. Street and drainage projects will be insured for an amount adequate to provide for removal, repair, or replacement of damaged, unacceptable, or otherwise destroyed work, including labor costs, completed as part of the Contract. It shall include the interest of all entities who are deemed to have an insurable interest in the work and these shall be listed as an insured or additional insured. Coverage shall be "all-risk" and include insurance for loss and damage to the work itself, and materials and equipment in transit. Property of the City in the care, custody and control of Contractor shall also be included in such policy, if applicable. Coverage shall allow for partial utilization of the work by City and shall include testing and startup. Coverage shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. Contractor shall be responsible for any deductible or self-insured retention.

(6) WAIVER OF SUBROGATION

Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, employees, Mayor, and City Council Members, and agents for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(7) CERTIFICATE OF INSURANCE/MISCELLANEOUS PROVISIONS

Prior to commencing the work, Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above, with copies of the additional insured endorsements attached. Should any of the above described policies be cancelled, non-renewed, or be materially altered, which would have an adverse effect on the coverage required by the above terms of this contract, the insurance company(ies) shall notify the City in writing at least 30 days prior to such event. This cancellation provision shall be indicated on the certificate of insurance. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to the Contractor's information and belief. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect if certificates are ambiguous. Annually, Contractor agrees to provide City with a new and replacement formal certificate of insurance. Not less than five (5) days prior to the expiration date, Contractor will provide City with renewal certificate and new additional insured endorsements, naming City, its officers, employees, Mayor and City Council Members, and agents as additional insured. If any portion of the work is to be subcontracted, Contractor shall require that the subcontractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated above, with a formal certificate of insurance provided to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Contractor's obligations hereunder. And the fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

GENERAL CONDITIONS

GC-1. SCOPE: The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.

GC-2. CONTRACT DOCUMENTS: It is expressly understood and agreed that the bound volume of Contract Documents, as defined in GC-3, and other drawings and data which may be furnished by the Contractor and approved by the Owner, and such other additional drawings which may be furnished by the Consulting Engineer as are necessary to make clear, and to define in greater detail, the intent of the Contract Documents, are each and all included in this Contract and the Work shall be done fully in accordance therewith.

GC-3. DEFINITIONS: Whenever any word or expression, defined in this Paragraph GC-3, or pronoun used in its stead, occurs in the Contract Documents or the Bidding Documents, it shall have and is mutually understood to have the meaning herein given.

"Bidding Documents" shall mean and include the advertisement for bid, instructions to bidders, proposal (including the bid schedule proposal) and statement of bidder's qualifications.

"Calendar Days" shall be defined as each day falling within a given month, including Saturday, Sunday or Holidays.

"City Engineer" or "Engineer" shall mean the City Engineer of the City of Edgerton, Kansas.

"Consulting Engineer" shall mean the engineer who has been employed by the Owner to provide professional services with regard to this Work or his duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

"Contract" or "Contract Documents" may be used interchangeably and shall mean and include the proposal, performance bond, statutory bond, contract, general conditions, special conditions, technical specifications, and any addenda or change orders authorized by the Owner.

"Contractor" shall mean the party entering into contract for the performance of the Work covered by this Contract and his duly authorized agents or legal representatives.

"Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which the Contract, executed by the Contractor, is signed by the Owner.

"Observer" shall mean the Consulting Engineer or technical observer or observers duly authorized by the Consulting Engineer or the Owner, limited to the particular duties entrusted to him/her or them.

"Owner" or "City" shall mean the City Council acting as Governing Body of the City of Edgerton, Kansas.

"Plans" or "The Plans" shall mean and include all drawings which may have been prepared by the Owner as a basis for proposals, all drawings submitted by the successful bidder with its proposal and by the Contractor to the Owner, if and when approved by the City Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the Work, as provided for herein.

"Project Manual" shall mean the Bidding Documents and the Contract Documents.

"Project Specifications" shall mean the general conditions, special conditions, and technical specifications.

"Resident representative" shall mean the qualified technical representative designated by the Consulting Engineer, City Engineer or Owner to observe the Work on a continuous basis and to be present at the site of the Work when required. This term may be synonymous with "Observer".

"Standard Specifications" for this Work shall be the Kansas City Metropolitan Chapter American Public Works Association (APWA) Standard Specifications and Design Criteria latest revision. If any item of work or portion thereof is not covered by the APWA specifications, then the latest edition of the KDOT State Road and Bridge Construction specifications will apply. If an item in the Standard Specifications calls for a bid, and a bid item is not provided for in the Contractor's proposal, such items shall be considered a subsidiary obligation of the various bid items for the Work. When reference is made to a Standard Specification, such specification shall govern as though it were repeated verbatim herein. If any conflict should arise between the Standard Specifications and the Project Specifications, the Project Specifications shall govern.

"Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.

"Working Day" shall be any day the Contractor is not restricted from prosecuting the "Controlling Item of Work" because of KDOT, LPAs or weather as defined in the 2015 KDOT Standard Specifications.

Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and City Engineer is intended.

Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and City Engineer.

Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract.

GC-4. VERBAL STATEMENTS NOT BINDING: It is understood and agreed that the written terms and provisions of this Contract shall supersede all verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Contract.

GC-5. TITLES AND SUBHEADINGS: The titles or subheadings used in this Contract are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

GC-6. COPIES OF CONTRACT: Sufficient copies of the Contract Documents shall be prepared, each containing the Contractor's proposal as submitted, the bond properly executed, and the Contract signed by both parties thereto. These executed counterparts of the Contract Documents are to be filed with the Owner, Contractor, Consulting Engineer, and the Surety Company executing the bond. The original proposal submitted by the Contractor will be retained by the Owner, in addition to the copy thereof in the Owner's copy of the executed documents.

GC-7. SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS: The Plans, which are incorporated by reference into the Contract Documents, are intended to supplement, but not necessarily duplicate, the other documents which comprise the Contract Documents. Should anything be omitted from the Plans or the other documents comprising the Contract Documents which is necessary to a clear understanding of the Work, or should it appear that various provisions are in conflict, the Contractor shall secure written instructions from the City Engineer before

proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning and intent of the Contract Documents.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

GC-8. SILENCE OF CONTRACT DOCUMENTS: The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of these Contract Documents shall be made on the basis above stated.

GC-9. FIGURED DIMENSIONS TO GOVERN: Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, if the dimensions are not indicated, shall be executed until the required dimensions have been obtained from the City Engineer.

GC-10. CONTRACTOR TO CHECK PLANS AND SCHEDULES: The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given thereto by the Consulting Engineer, and shall notify the City Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in the layout as given by stakes, points or instructions, which may be discovered in the course of the Work. The Contractor will not be allowed to take advantage of any error or omission in the Contract Documents, including the Plans. Full instructions will be furnished by the City Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC-11. DRAWINGS TO BE FURNISHED BY CONTRACTOR: The Contractor shall furnish all shop, fabrication, assembly, foundation and other drawings required by the Project Specifications, including but not limited to, drawings of equipment and devices offered by the Contractor for approval of the Consulting Engineer, in sufficient detail to adequately show the construction and operation thereof, drawings showing essential details of any change in design of construction proposed for consideration of the Owner, by the Contractor in lieu of the design or arrangement required by the Contract, or any item of extra work thereunder, and all required wiring and piping layouts.

Not less than two (2) preliminary copies of each such drawing shall be submitted to the Consulting Engineer for his review and approval, together with the same number of copies of each drawing required by the Consulting Engineer to be revised. On final

approval, the Consulting Engineer shall be furnished with a total of not less than five (5) copies, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval in writing by the Consulting Engineer, all such drawings shall become a part of the Contract Documents and the work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Owner.

No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its subcontractor, be purchased until the drawing or drawings thereto have been approved as stipulated, except at the Contractor's own risk and responsibility.

The Consulting Engineer's check and approval of drawings submitted by the Contractor will cover only general conformity to the Contract Documents and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such approval relieve the Contractor of its responsibility for errors contained in such drawings.

GC-12. LINES AND GRADES: All work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the City Engineer informed, a reasonable time in advance of the times and places at which it wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Engineer, and delay to the Contractor.

GC-13. WORK DONE WITHOUT LINES OR GRADES: Any work done without being properly located and established by base lines, offset stakes, bench marks or other basic reference points located, established, or checked by the City Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

GC-14. CONTRACTOR FURNISHED STAKING: The Contractor shall be responsible for and provide all staking and furnish stakes, labor, and other materials as required for the proper staking out of the work; and in making measurements and surveys; and in establishing temporary or permanent reference marks in connection with said work. The stakes furnished for the staking of the work shall be of such type, size, and quality as to be acceptable to the City Engineer.

All work performed under this contract shall be done to the lines, grade, and elevations shown on the plans.

Any work done without being properly located and established by base lines, off-set stakes, bench marks, or other basic reference points may be ordered removed and

replaced at the Contractor's expense.

The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or benchmarks that have been moved or destroyed, the Contractor shall furnish at its own expense such materials, surveyors, and assistance as are necessary for the proper repairs of monuments, property corners, or bench marks that have been moved or destroyed.

GC-15. LEGAL ADDRESS OF CONTRACTOR: Both the business address of the Contractor given in the bid of proposal upon which this Contract is founded, and the Contractor's office in the vicinity of the Work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivery at either of the above named addresses, or the depositing in any mail box regularly maintained by the Post Office, of any notice, letter, or other communication so addressed to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing.

Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the City Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon the Contractor personally.

GC-16. CONTRACTOR'S OFFICE AT SITE OF WORK: During the performance of this Contract, the Contractor may be required to maintain a suitable office at or near the site of the Work which shall be the headquarters of a representative authorized to receive drawings, instructions or other communications or articles from the Owner or the Owner's agents, and any such communication given to said representative, or delivered at the Contractor's office at the site of the Work in the Contractor's absence, shall be deemed to have been given to the Contractor.

GC-17. RESPONSIBILITY OF CONTRACTOR: The Contractor shall furnish all transportation, tools, equipment, machinery and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect its work from damage and all injury to the same, before the completion and acceptance of the Work under this Contract. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to

any private or personal property, due to improper, illegal, or negligent conduct of the Contractor or its subcontractors, employees, or agents in and about said Work, or in the execution of the Work covered by this Contract, or any extra work undertaken as herein provided. The Contractor shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery or plant.

GC-18. PATENTS: It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the Work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its own cost and expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the Work, and in case of an award of damages, Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the payment of any damages or other cost in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the design of the Work to be done under this Contract.

GC-19. INDEPENDENT CONTRACTOR: The right of general administration of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the Work.

GC-20. RELATIONS WITH OTHER CONTRACTORS: The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner and workers who may be employed by the Owner, on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on its part, and shall at its own expense, repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and the workers of the Owner, in regard to their work, shall be adjusted and determined by the City Engineer. If the Work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the City Engineer to the contractor so desiring, to the extent which may be reasonably necessary.

GC-21. DEFENSE OF SUITS: In case an action at law or suit in equity is brought against the Owner, the Consulting Engineer, or any of their officers or agents for, or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or its subcontractors or their employees or agents, the Contractor shall indemnify and save harmless the Owner, the Consulting Engineer, and their officers and agents, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

GC-22. METHOD OF OPERATION: The Contractor shall give to the City Engineer full information in advance, as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work appear to the City Engineer to be inadequate, the City Engineer may order the Contractor to increase or improve its facilities or methods and the Contractor shall promptly comply with such orders but neither compliance with such orders nor failure of the City Engineer or Owner to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of work, and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment and methods.

The approval by the City Engineer of a plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the Owner, City Engineer, or an officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the City Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

GC-23. SUGGESTIONS TO CONTRACTOR ADOPTED AT ITS OWN RISK: Any plan or method of work suggested by the City Engineer, or other representative of the Owner,

to the Contractor, but not specified or required, if adopted or followed by the Contractor, in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City Engineer and the Owner will assume no responsibility therefore.

GC-24. AUTHORITY AND DUTY OF THE CITY ENGINEER: It is mutually agreed by and between the parties to this Contract, that the City Engineer shall act as the representative of the Owner and shall observe, as required, the Work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the City Engineer shall in good faith and to the best of his ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that he/she shall determine, where applicable, questions in relation to said Work and the construction thereof; that he/she shall, where applicable, decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that his decisions and findings shall be the conditions precedent to the right of the parties hereto to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract; provided, however, that should the City Engineer render any decision or give any direction which, in the opinion of either party hereto is not in accordance with the meaning and intent of this Contract, either party may file with the City Engineer within thirty (30) days, its written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised to dispute resolution as herein provided.

The City Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto and he/she will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents. The City Engineer will not be responsible for the acts or omissions of Contractor or any subcontractor or any of their agents or employees, or any other person at the site or otherwise performing any of the Work.

GC-25. PROJECT REPRESENTATIVE AND OBSERVATION: It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ such Resident representatives or Observers as the Owner may deem proper, to observe the materials furnished and the Work performed under this Contract, and to see that said materials are furnished, and said Work performed, in accordance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the City Engineer or by the Resident representatives for the proper observation and examination of the Work and all parts thereof.

The Contractor shall comply with the directions and instructions of the City Engineer, or a Resident representative or Observer so appointed, when the same are consistent with the obligations of this Contract and the Plans and Specifications thereof. However,

should the Contractor object to any order given by any Resident representative or Observer, the Contractor may make written appeal to the City Engineer for his decision.

Resident representatives, Observers, and other properly authorized representatives of the Owner or Consulting Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the Owner so decides, to terminate the Contract.

Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Contract Documents or modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at its own expense, and free of all expense to the Owner, whenever so ordered by the City Engineer.

GC-26. NO WAIVER OF RIGHTS: Neither the observation by the Owner or the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, nor a payment for, or acceptance of, the whole or any part of the Work by the Owner, nor any extension of time, nor any possession taken by the Owner or its employees or agents, shall operate as a waiver of any provision of this Contract, or of a power herein reserved to the Owner, or a right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of another or subsequent breach.

GC-27. SUPERINTENDENT OF WORK: The Contractor shall provide and maintain, continually on the site of Work during its progress, adequate and competent superintendents of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative.

The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent on the Work at all times.

GC-28. ORDERS TO CONTRACTOR'S AGENT: Whenever the Contractor is not present on any part of the Work where it may be desired to give directions, orders may be given by the City Engineer or his representative, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the Work in reference to which such orders are given.

GC-29. PROTECTION OF PROPERTY AND PUBLIC LIABILITY: The Contractor shall assume full responsibility for protection of all public and private property, structures,

sewers and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of men or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property through its negligence or that of its employees.

The Contractor shall indemnify, defend, and save harmless the Owner and the Consulting Engineer against all damages or alleged damages to such property, structures and utilities, together with all claims for damages for personal injury, including accidental death, arising out of its operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the Owner.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the Work, and shall make all necessary arrangements with such owner or owners relative to the removal and repairs or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the Work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belonging to the owners of the utility involved and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages, including but not limited to, damages due to delays in utility relocation, or extra pay on account of the postponement, interference, or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the Plans or not.

Any claim made against the Contractor, allegedly relating to the Work herein, shall be paid or submitted to Contractor's insurance carrier within ten (10) days of the Contractor receiving notice of said claim.

GC-30. EASEMENTS AND RIGHT-OF-WAY: Permanent and Temporary (Construction) easements will be provided by the Owner as shown on the Plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements are not available or if they have not been secured or if entry to property is denied by court order, injunction, litigation or for any other reason, the Contractor shall cease operations in such area and confine its work to other areas approved by the Owner. In the event of any delay arising from delays in securing easements, the

Contractor shall have no claims against the Owner for damages arising from such delay except for extension of time as provided in paragraph GC-48.

GC-31. INSURANCE: Refer to Addendum A, Insurance Requirements, as an addendum to this contract.

GC-32. MODIFICATIONS AND ALTERATIONS: In executing the Contract, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations as the Owner may see fit, in the line, grade, form, arrangement, dimensions, extent or plan of the Work agreed to be done, or any part thereof, or in the materials to be used therein, either before or after the beginning of the construction thereof, without affecting the validity of the Contract and the performance bond thereunder.

Where such modifications, changes, and/or alterations reduce the quantity of work to be done, they shall not constitute a basis for a claim for damages or for anticipated profits on the work involved in such reduction. Where the amount of work required by the modifications, changes, and/or alterations increase the quantity of work to be performed, and is within the scope of the Specifications under a fair interpretation thereof, such increase shall be paid for, according to the quantity of work actually done, at the unit price or prices therefore where such unit prices are included in the Contract, otherwise such additional work shall be paid for as hereinafter provided for Extra Work.

In case the Owner shall make any modifications, changes, or alterations which would replace or otherwise make useless any work already done under the terms of the Contract, the Owner shall reimburse the Contractor for any material used or labor performed in connection therewith, and for any actual loss occasioned thereby due to actual expenses incurred in preparation for the Work as originally planned, as determined by the City Engineer.

All orders for modifications, changes, or alterations in the Work as herein provided shall be in writing, either by the City Engineer under authority of the Owner or by the Owner direct.

GC-33. EXTRA WORK: The term "extra work," as used in this Contract shall be understood to mean and to include all work that may be required by the City Engineer or Owner to be performed by the Contractor to accomplish any change or alteration in, or addition to, the Work shown by the Plans, or required or reasonably implied by the Project Specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations."

It is agreed that the Contractor shall perform all extra work under the direction of the City Engineer, when and as so ordered in writing by the City Engineer or Owner, and it

is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method "A" by agreed unit prices, or

Method "B" by agreed lump sum; or

Method "C" If neither Method "A" nor "B" be agreed upon before the extra work is started, then the Contractor shall be paid the actual field cost of the work plus fifteen percent (15%).

Where extra work is performed under Method "C", the term "actual field cost" of such extra work is hereby defined to be and shall include (a) the cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed or used in the performance of the said extra work; (b) any transportation charges necessarily incurred in connection with any equipment authorized by the City Engineer for use on said work and similar operating expenses; (c) all incidental expenses incurred as a direct result of such extra work, including payroll taxes and ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract. The City Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the extra work commences, the method of doing the extra work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under "Method C." In the event that machinery and heavy construction equipment be required for such extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order.

The fifteen percent (15%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendents, and field office expense, and all other elements of cost not embraced within the "actual field cost" as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the City Engineer or Owner. In case an order or instructions, either oral or written, appear to the Contractor to involve extra work for which it should receive compensation, the Contractor shall make a written request to the City Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the City Engineer insists on its performance, the Contractor shall proceed with the extra work after making a written request for a written extra work order and it shall keep an accurate account of the actual field cost thereof as provided for in Method "C" in the foregoing paragraph. The Contractor will thereby preserve the right to submit the matter of payment to dispute resolution as hereinafter provided.

GC-34. EXTRA WORK A PART OF CONTRACT: If extra work orders are given in accordance with the provision of this Contract, such extra work shall be considered a part hereof and subject to each and all of its terms and requirements.

GC-35. DISPUTES: The City and Contractor agree that disputes relative to the Work or this Contract 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 of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Contractor shall proceed with its services under this Contract as though no dispute exists unless otherwise agreed to by the City; and provided further, that no arbitration proceedings shall be initiated by Contractor without the prior written consent of the City.

It is understood and agreed by the parties to the Contract that no requirement or statement herein shall be interpreted as curtailing the power of the City Engineer to determine the amount, quality and acceptability of work and materials.

GC-36. PROVISION FOR EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor without special instruction or authorization from the City Engineer or Owner, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. The Contractor shall give City Engineer prompt written notice of significant changes in the Work or deviations from the Contract Documents caused thereby. A Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work performed in an emergency which arose from causes beyond the Contractor's control entitles it to an increase in the Contract price and an extension of the Contract time, the Contractor may make a claim therefore as provided in GC-32, "Modifications and Alterations," GC-33, "Extra Work," and GC-48, "Extensions of Time."

GC-37. ASSIGNMENT AND SUBLETTING OF CONTRACT: The Contractor shall not assign or sublet the Work, or any part thereof, without the previous written consent of the City Engineer, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of the Owner to be signified in like manner. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for

the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the omissions of persons directly employed by the Contractor. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

GC-38. RIGHT OF OWNER TO TERMINATE CONTRACT: If the Work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned otherwise than as herein provided, or if the Contractor should be adjudged as bankrupt, or if a general assignment of its assets be made for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if at any time the City Engineer shall certify in writing to the Owner that the performance of the Work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the Work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended, then the Owner may serve written notice upon the Contractor and its surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notice a written appeal is received by the Owner, the Contractor shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work, provided however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the Work and prosecute same to completion, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion, and in such event the Owner may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.

GC-39. SUSPENSION OF WORK ON NOTICE: The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever it shall be so required by written order of the Owner or City Engineer, and for such periods of time as it or he/she shall require; provided, that in the event of such delay or delays or of such suspension or suspensions, the total days allowed for the Work shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions, but such order of the Owner or City Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the Work shall be stopped by order of the Owner or City Engineer, any expense which, in the opinion and judgment of the City Engineer, is caused thereby shall be paid by the Owner to the Contractor.

GC-40. LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or

existing circumstances either known or unforeseen, which may be encountered in the prosecution of the Work shall be sustained and borne by the Contractor at its own cost and expense.

GC-41. LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and current regulations of the Owner, and county, state and national laws which in any way limit or control the actions or operation of those engaged upon the Work, or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-42. SANITARY REGULATIONS: In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of its employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of the same.

GC-43. CHARACTER OF WORKERS: The Contractor shall employ only workers who are competent to perform the work assigned to them, and in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

When the City Engineer shall notify the Contractor that any worker on the Work is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the Work, such worker shall be immediately discharged from the Work and shall not be re-employed thereon except with the consent of the City Engineer.

GC-44. SUNDAY, HOLIDAY AND NIGHT WORK: No work shall be done between the hours of 10 P.M. and 7 A.M. nor on weekends or legal holidays, without the written approval or permission of the City Engineer in each case, except such work as may be necessary for the proper care, maintenance and protection of work already done or of equipment, or in the case of an emergency.

Night work may be established by the Contractor, as a regular procedure, with the written permission of the City Engineer. Such permission, however, may be revoked at any time by the City Engineer if the Contractor fails to maintain at night adequate equipment for the proper prosecution and control of the Work and all operations performed thereunder.

GC-45. UNFAVORABLE CONSTRUCTION CONDITIONS: During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue

only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to perform the Work in a proper and satisfactory manner.

GC-46. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK: The Contractor shall, within ten (10) days of the date specified in a written notice from the Owner, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the City Engineer with a tentative schedule setting forth in detail the sequences it proposes to follow, and giving the dates on which it expects to start and complete separate portions of the Work. If at any time, in the opinion of the City Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the City Engineer shall direct or approve.

GC-47. HINDRANCES AND DELAYS: In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, including, but not limited to, delays caused by adverse weather conditions, delays in securing materials or workers, or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided in the paragraph on "Suspension of Work on Notice" of these General Conditions, and no extension of time shall be granted to the Contractor for hindrances or delays from any cause, except as set forth in GC-48, Extensions of Time.

GC-48. EXTENSIONS OF TIME: Except as provided in GC-47, Hindrances and Delays, the right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages for delays in the completion of the Work if the Contractor has notified the City Engineer, in writing, within seven (7) Calendar Days of the cause of the delay, and the delay arises out of one or more of the following acts, events or causes beyond the control of, and through no fault or negligence of, the Contractor: acts or delays of the Owner or Consulting Engineer, or of any employee of either; acts of any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; employee strikes or lock-outs; extraordinary adverse weather events not reasonably anticipatable; acts of the public enemy; or by any cause which the City Engineer shall decide would justify the delay. Neither adverse weather conditions nor the inability to timely obtain materials or

workers (including subcontractors) shall be considered beyond the control of the Contractor.

In the event one of the aforementioned acts or events causes the Contractor to be delayed in the final completion of the Work, an extension of time sufficient to compensate for such delay in the final completion of the Work shall be granted by the Owner, the amount of such extension to be determined by the City Engineer, in the City Engineer's sole discretion. Each extension of time shall be evidenced by a change order for the period of time caused by such delay.

GC-49. LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties to this Contract that time is of the essence of this Contract, and that in the event the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Contract binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of GC-48 Extensions of Time, the Contractor shall pay unto the Owner, as stipulated liquidated damages and not as a penalty, the sum stipulated therefore in the Special Conditions, Proposal or other Contract Documents for each and every day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the Owner.

The Owner shall have the right to deduct said damages from any moneys in its hands, otherwise due or to come due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

GC-50. TEST OF MATERIALS OFFERED BY CONTRACTOR: All specified and required tests for approval of source of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such material as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the Owner. Any tests specified in the

Contract Documents of finished work or material shall be performed by the Contractor. Failure of such tests shall be deemed evidence of defective work and such work shall be replaced or repaired until satisfactory tests have been secured. All special tests required by law, ordinance, statute or regulations of any public body having jurisdiction shall be performed by and at the expense of the Contractor.

GC-51. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY: All Work performed and all operations of the Contractor or its employees, and subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the Owner, of the street or highway authority owning, or having jurisdiction and control over such rights-of-way in each case.

GC-52. MAINTENANCE OF TRAFFIC: Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City Engineer. Streets may be closed for short periods of time under authority of proper permit issued by the city or authority having jurisdiction. However, the Contractor shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. The Contractor, before closing of private driveways, shall give proper notification to county and city police and fire units and to the Fire District. The Contractor shall give adequate notice to the owner(s) thereof and, where necessary, shall provide temporary access to private property.

GC-53. BARRICADES AND LIGHTS: All streets, roads, highways, and other public thoroughfares which are closed to traffic, under the authority of a proper permit, shall be protected by means of effective barricades on which shall be placed acceptable warning signs; such barricades, shall be located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.

All open trenches and other excavations shall be provided with suitable barriers, signs and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the authority having jurisdiction thereover.

GC-54. BORROW AND WASTE AREAS: All borrow material shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the City Engineer, and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use of such areas shall be the sole responsibility of the Contractor.

GC-55. PARKING AREAS, DRIVES AND WALKS: All existing parking areas, drives and walks, within the project limits, shall be adjusted to conform to the lines and grades shown on the Plans. Any of the above structures that are removed or damaged during construction shall be reconstructed of materials that will create a quality equal to or better than the condition existing prior to construction.

GC-56. STREET SIGNS AND TRAFFIC AIDS: All existing street signs and traffic aids, within the project limits, shall be carefully removed, stored and as soon as practicable, reset in concrete as directed by the City Engineer, at the Contractor's own cost and expense, except that when traffic, local or through, is to be carried during construction, all stop signs shall be temporarily located at the Contractor's own cost and expense.

GC-57. CLEAN-UP: The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners.

GC-58. WATER USED: All water used in the course of the work shall be hauled in or purchased from the local water company's distribution system at the Contractor's own cost and expense.

GC-59. PERMITS: The Contractor shall secure all permits that may be required to construct the Work included in this Contract. All cost in connection therewith shall be borne by the Contractor.

GC-60. RIGHT-OF-WAY LIMITS: The Contractor shall confine its construction operations to right-of-way limits and easements provided for the project. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property. The City Engineer shall be informed as to any arrangements the Contractor makes on its behalf in such matters.

GC-61. TESTING OF COMPLETED WORK: Before final acceptance, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the

expense of the Contractor. All tests of such completed work required under this Contract shall be made in the presence of the City Engineer or his authorized representatives. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof, or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place may be rejected or corrected.

GC-62. REMOVAL OF REJECTED MATERIALS AND STRUCTURES: The Contractor shall remove from the site of the Work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the Work, and upon the Contractor's failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the City Engineer ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-63. PLACING WORK IN SERVICE: If desired by the Owner, portions of the Work may be placed in service when completed and the Contractor shall give proper access to the Work for this purpose; but such use and operation shall not constitute an acceptance of the Work, and the Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for a period of one year or longer thereafter, as stipulated in paragraph GC-65, Defective Workmanship and Materials, or as stipulated in the Special Conditions.

GC-64. DISPOSAL OF TRASH AND DEBRIS: The Contractor shall not allow the site of the Work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The City Engineer shall have the right to determine what is or is not trash or waste material. On or before the completion of the Work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which it has occupied and shall leave them in first-class condition as determined by the City Engineer.

GC-65. DEFECTIVE WORKMANSHIP AND MATERIALS: During a period of two years, or longer if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the Work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner, shall become necessary during such period. If, within ten (10) days after the mailing of a notice in writing to the Contractor or its agent, the Contractor shall neglect to make or undertake with due diligence to make

the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense, provided however, that in case of an emergency in which, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-66. EQUIPMENT GUARANTY: All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and its surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of two years from and after the date of acceptance thereof by the Owner, and each item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the Owner.

GC-67. MONTHLY ESTIMATES/FINAL PAYMENT: The Contractor will, on the 25th day of each month, make an estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after completion of the entire Work to the satisfaction of the City Engineer and Owner, except that no amount less than \$500.00 will be so submitted unless the total amount of the Contract remaining unpaid is less than \$500.00. The Contractor shall submit with Contractor's written estimate, lien waivers for work performed up to and including thirty (30) days prior to the estimate date.

Deductions will be made from partial payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed on the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.

The final estimate will be paid within 30 days after the completion of and the acceptance of the construction by the Owner at a regularly scheduled City Council meeting, upon receipt of final lien waivers, and upon satisfaction of the terms of this Contract.

GC-68 COMPLETION FINAL PUNCH LIST: Upon receipt of the final punch list from the Owner or City Engineer, the Contractor shall complete all items listed with 30 calendar days.

GC-69. PHRASEOLOGY: In this Contract, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

GC-70. WAIVER: The failure of either party to insist upon the strict performance of any of the terms or conditions of this Contract or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

GC-71. AMENDMENTS: This Contract may not be amended unless such amendment is in writing and signed by both parties hereto.

GC-72. INVALIDITY: In the event that any provision in this Contract shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

GC-73. CASH BASIS AND BUDGET LAWS: The right of the City to enter into this Contract 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 Contract shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws. Further, the City reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of any laws of the State of Kansas.

GC-74. COMPUTATION OF SUBCONTRACTORS' WORK: Prior to the Owner's approval of the Contract bid, the successful bidder shall submit to the Owner a list of names of all subcontractors proposed for each portion of the work and shall designate the entirety of work each is to perform. Compliance with the percentage of work to be performed, as set forth in the Instructions to Bidders, will be determined by the City Engineer by assessing whether the General Contractor or a subcontractor will be performing the major item of work associated with each line item in the proposal. Bid items where the General Contractor will perform the major item of work will be totaled and compared to the bid total to verify compliance with this provision. (Example: If a subcontractor is going to be placing curb and gutter, the total line item amount for curb and gutter will be credited to the subcontractor portion of the work even if subsidiary efforts are performed by the General Contractor)

The City Engineer shall, prior to Owner's approval of the Contract bid, notify the bidder in writing if after due investigation there is reasonable objection to any proposed subcontractor. The Contractor will be allowed to substitute a subcontractor acceptable to the Owner at no additional cost to the Owner.

GC-75. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

A. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.

B. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.

C. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Commission on Civil Rights.

D. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.

E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

SPECIAL CONDITIONS

SC-1 GENERAL

1. All pavement, surfacing, driveways, entrances, buildings, utility poles, guy wires, fence, and other surface structures affected by construction operations in connection with performance of the Contract, together with underground sprinkler systems, underground wire pet fence, and private utility lines, sod and shrubs in yards, parks and parking shall be maintained, and if removed or otherwise damaged shall be restored to the original or better condition at no additional cost to the Owner, as determined and approved by the City Engineer.
2. The Contractor shall be held responsible for all damage to roads, highways, streets, curb and gutter, driveways, sidewalks, shoulders, ditches, embankments, bridges, culverts, and other property caused by the Contractor or any of its subcontractors in hauling or otherwise transporting materials to or from the several sites of the Work, regardless of the location of such damage. The Contractor shall make all arrangements for the payment for such damage or for the repair or replacement of such damaged surfaces or structures. Said arrangement shall be satisfactory and acceptable to the owner or owners of such damaged surfaces or structures, or to their legally responsible officers, agents, or other representative, and said payment shall be at the Contractor's own expense, unless otherwise provided by the Contract.
3. Some existing utility lines have been plotted on the Plans from available records, but other installations may be present. The relationship between proposed work and existing facilities, structures, and utilities must be considered approximate, and it is the Contractor's responsibility to determine their exact location and existence. Any and all utility lines, both above ground and underground, shall be protected from damage during the process of the Work. If the Contractor damages existing facilities, structures or utility line, it shall immediately make a report of such damage to the Owner and City Engineer.
4. The Contractor shall submit a phasing and traffic control plan for review and approval to the City Engineer. The Contractor shall maintain access to local residences at all times (except when removing or placing driveways or as noted on the Plans). The Contractor will take necessary measures, such as temporary surfacing, when required, to provide access on streets and drives affected by construction operations. The cost of said measures is considered a subsidiary item in the bid and no separate payment will be made to the Contractor. The Contractor shall notify all property owners by door hanger at least 48 hours in advance of any work impacting access to their property.
5. Traffic control devices and procedures shall meet or exceed the standards required by the latest edition Manual on Uniform Traffic Control Devices

(MUTCD) and shall be approved by the City Engineer prior to beginning work. All signs shall be maintained 24 hours per day throughout the duration of the project. All traffic control shall be paid for per lump sum basis. No payment will be made for additional traffic control.

6. The Contractor shall confine its construction operations within the project area. Equipment and materials shall not be stored beyond the immediate working area without the written approval of the owner of such property. The City Engineer shall be supplied a copy of any such arrangement signed by both parties.
7. The Contractor shall be required to coordinate all work with utilities involved. Some utilities may require relocation in order for the Contractor to complete the Work intended by the Contract Documents. The Contractor shall be responsible for such coordination of Work with each of the utilities, both below and above ground. The Contractor is to fully cooperate with the utilities, even if a delay may occur. Requests for extensions of time relating to such delays will be governed by the provisions of General Conditions GC-48, "Extensions of Time." The Contractor shall not be allowed to make monetary claims for damages caused by utility conflicts.
8. Any delay or extra cost to the Contractor caused by utilities or other obstructions not shown by the Plans, or found in locations different than indicated, or, in the case of pipelines, not of the material as originally anticipated by the Contractor, shall not constitute a claim for extra work, additional payments, extension of time, or damages.
9. Contractor shall keep open trenches properly protected during and after working hours. The Contractor is also responsible for keeping the trench covered to protect against weather so no delay occurs. Contractor shall replace unsatisfactory material, at its expense, if it fails to produce adequate weather protection of open trenches.
10. The Contractor shall review each plan sheet thoroughly to understand the proposed Work. All work not listed as a pay item shall be considered subsidiary to the Contract Documents, therefore, no additional payment will be made.
11. Contractor may be required to remove trees, bushes, shrubs and other vegetation within the limits of the Work area. All trees, bushes, and shrubs shall remain unless absolutely necessary for installation of items shown on the Plans. The Contractor shall attempt to save all trees when adjacent to or near a construction area. The Contractor shall be responsible for trees that die because of any unnecessary root removal or Contractor negligence. Any unnecessarily removed tree, bush or shrub shall be replaced with a nursery plant of similar type. This item of work shall be considered subsidiary to the Contract, therefore there will be no additional payment for this work. All tree removals shall be

approved by the City Engineer prior to commencement of construction.

12. The Contractor shall be required to haul off all pavement to be removed from the Work site as indicated on the Plans. Material to be hauled off shall be taken to an approved dumpsite. All costs for hauling shall be subsidiary to the construction items of the Work.
13. The Contractor shall provide the City Engineer with a proposed work schedule including the days of the week and hours of each day of expected construction operations. The work schedule must be approved prior to beginning of any work on the site. All required material reports must be submitted with the proposed work schedule.
14. Upon award of the Contract, the Contractor shall immediately prepare and submit for approval by the City Engineer, a construction phasing schedule that will ensure completion of the project within the Contract time. The schedule shall be submitted prior to issuance of the notice to proceed. No work on this Contract shall begin until said schedule is approved. The City reserves the right to adjust the Contractor's schedule to coordinate with other projects.
15. The Contractor shall immediately point out any discrepancies, conflicts, errors, or omissions in the Plans or other Contract Documents to the City Engineer and shall not perform any related work until the discrepancy is resolved.
16. Changes in the Work:

Quantity Variations: Where changes in the Work involve a change in the quantity of any bid item, the Contract price shall be revised by extension of the quantities and unit price of all bid items so changed subject to written approval of the City Engineer.

Field Orders: The City Engineer may order minor changes in the Work through field orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition to or deduction from the Contract price.

Clarifications, Modifications or Corrections: From time to time the City Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. Should a difference of opinion arise as to whether the order constitutes extra work for which additional compensation is due, and the City Engineer insists on its performance, the Contractor shall proceed with the Work after making a written request for a change order, and it shall keep an accurate account of the actual field cost thereof as provided for in GC-33, "Extra Work." The Contractor will thereby preserve the right to submit a claim therefore.

Additional Time: No change in the Work shall entail additional time unless the City Engineer determines that additional time is required and specifically so provides in the change order. No change in the Work shall entitle the Contractor to delay damages.

Notification to Sureties of Modifications to the Contract: Contractor shall be responsible for notifying its surety(ies) of any modifications to the Contract price or time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

Substantial Changes to the Work: In the event unit prices provided for in the Contract are subsequently altered by a change order that is substantially inequitable to either the Owner or the Contractor, the unit prices shall be re-evaluated and adjusted in accordance with the following:

- a) If the total cost of a particular item of unit price work amounts to twenty-five percent (25%) or more of the Contract price or the variation in the quantity of that particular item of unit price work performed by Contractor differs by more than thirty-three percent (33%) from the estimate quantity of such item indicated in the Contract; and
- b) If there is no corresponding adjustment with respect to any other item of work; and
- c) If Owner believes that the quantity variation entitles it to an adjustment in the unit price and, the parties are unable to agree as to effect of any such variations in the quantity of unit price work performed;

then either Owner or Contractor may request the City Engineer to make an adjustment in the Contract price.

TECHNICAL SPECIFICATIONS

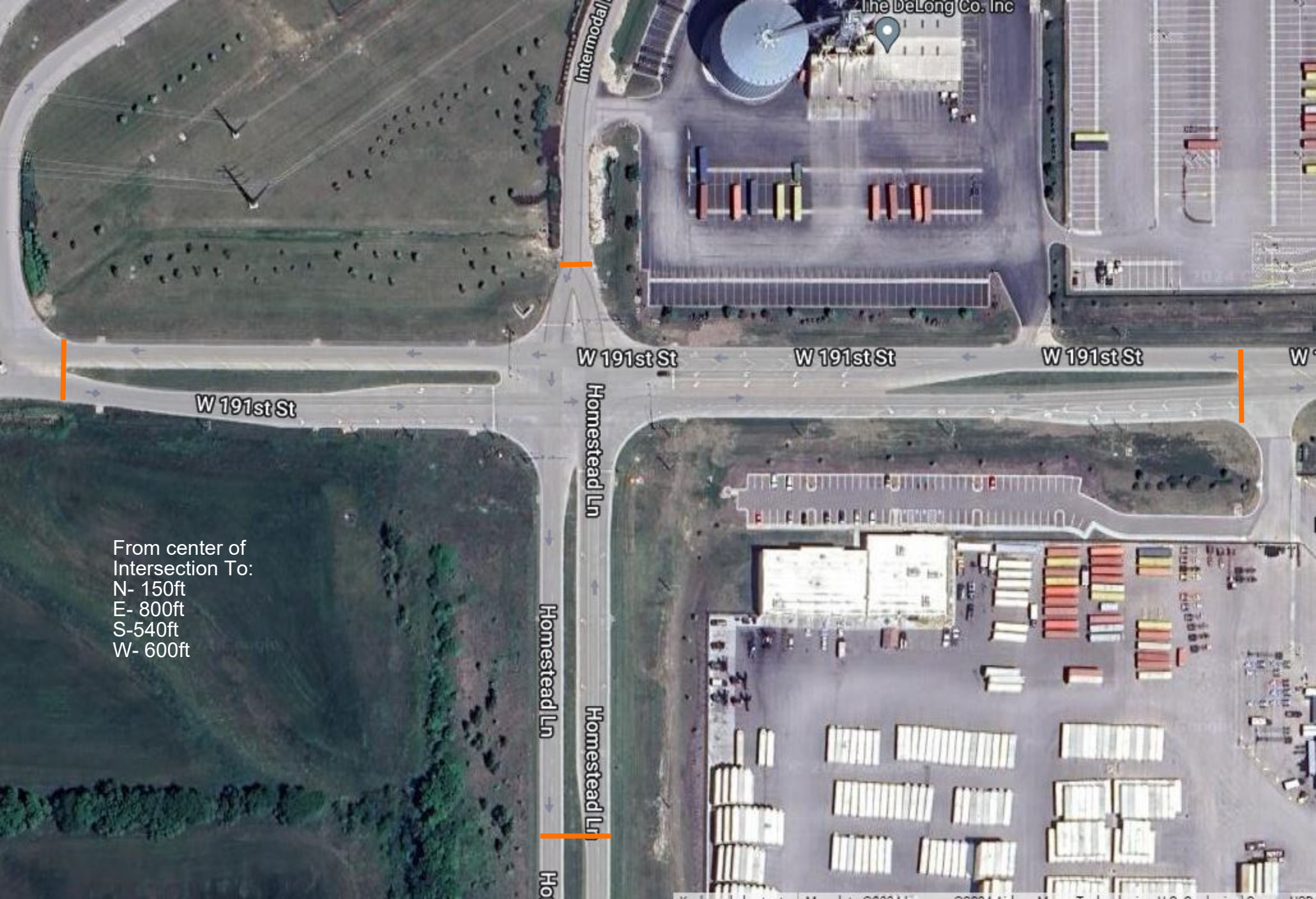
The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of the Kansas City Metropolitan Chapter of APWA Construction and Material Specifications, as though fully set forth herein. If any item of work or portion thereof is not covered by the APWA specifications, then the KDOT "Standard Specifications for State Road and Bridge Construction, Current Edition" and the most current Special Provisions shall apply.

No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the CONTRACTOR and his employees and his SUBCONTRACTORS. The specifications will govern the construction of the entire work, and the provisions thereof will govern each item of the work to which such provisions apply.

PAVEMENT MARKINGS:

All items can be installed with paint or thermoplastic, following verification by the City. Paint shall be lead-free, water-borne, emulsion based, white or yellow rapid dry traffic paint. Pavement marking paint shall have a wet thickness of not less than 15 mils and dry thickness not less than 12 mils without glass beads. Glass beads shall be applied uniformly over the length of line at a rate of 6 to 10 pounds per gallon of paint. Materials shall be installed as specified by the manufacturer and in accordance with APWA and MUTCD specifications.

ATTACHMENTS



The DeLong Co. Inc

Intermodal

W 191st St

W 191st St

W 191st St

W 191st St

W 191st St

Homestead Ln

Homestead Ln

Homestead Ln

Ho

From center of
Intersection To:
N- 150ft
E- 800ft
S-540ft
W- 600ft

From center of
intersection To:
N- 270ft
E- 320ft
S- 230ft
W- 420ft

Waverly Rd

W 191st St

W 191st St

W 191st St

W 191st St

Waverly Rd

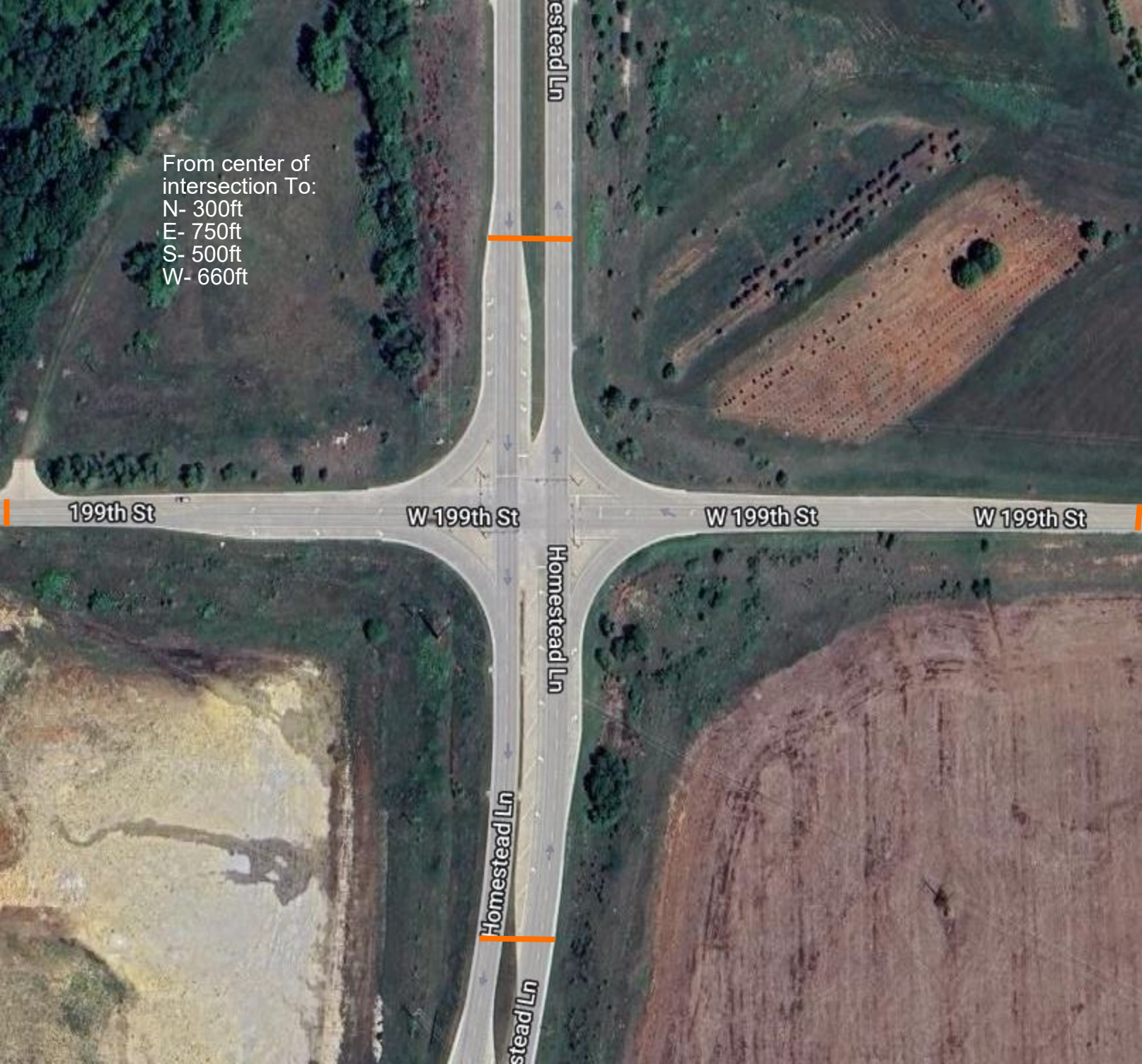
Waverly Rd

Waverly Rd

Smart Warehousing



From center of
intersection To:
N- 300ft
E- 750ft
S- 500ft
W- 660ft



199th St

W 199th St

W 199th St

W 199th St

Homestead Ln

Homestead Ln

Homestead Ln

Homestead Ln

City Council Action Item

Council Meeting Date: August 8, 2024

Department: Public Works

Agenda Item: Consider Submittal of Application to Kansas Water Office (KWO) for Technical Assistance and Water Projects Grants through the State Water Plan Fund (SWPF) for FY2025.

Background/Description of Item:

The Kansas Water Office (KWO) is administering grant programs to serve Kansas entities to support water-related infrastructure activities that address various water quantity and quality needs. Municipalities of fewer than 2,000 residents will be prioritized for the award of full grants for technical assistance and up to 90% for water projects. The grants may provide full or partial grants with no required match.

On December 14, 2023 City Council approved the submittal of applications for the initial round of funding. City Staff submitted two applications for the initial round of funding, Technical Specifications for Waterline Connections and Dwyer Sanitary Sewer Extension and Wastewater System Upgrades. These projects were not selected for FY2024 funding through the KWO. Since those projects are now funded and underway, City Staff has identified additional projects to consider submitting applications for as listed below. Applications for FY2025 are due by September 6, 2024.

City Staff have identified multiple projects that may qualify for both grant opportunities.

Technical Assistance (<\$1,000,000):

-Water Master Plan

Water Projects (<\$8,000,000):

-Wastewater System Upgrades related to Dwyer Sewer Extension
-Completion of CIPP Lining throughout Downtown Area

City Staff has been in communication with KWO and confirmed wastewater projects as well as projects currently under consideration for SRF Loans qualify for both grants available through the SWPF.

City Staff recommends applying for the SWPF Water Projects Grant and Technical Assistance Grant for the projects listed above. Throughout the application process, should

additional/substitute projects be identified, City Staff would update Council at a future meeting. If the City is notified of any grant awards, this too will be brought before Council for further approvals.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Submittal of Application to Kansas Water Office (KWO) for Technical Assistance and Water Projects Grants through the State Water Plan Fund (SWPF) for FY2025.

Enclosed: FY2025 SWPF Grant Guidelines

Prepared by: Holly Robertson, P.E., CIP Project Manager

FY 2025 Interim Guidelines

Technical Assistance Fund Grants and Water Projects Fund Grants

Introduction

In 2023, Governor Laura Kelly and the Kansas Legislature, through Sen. Sub. for HB 2302, increased the amount of state funding for the State Water Plan Fund (SWPF). The State Water Plan Fund was created in 1989 to provide funding for projects, programs, and activities recommended in the Kansas Water Plan (KWP) to address the various water issues identified in the KWP. In August of 2022, the Kansas Water Authority approved the updated Kansas Water Plan, which the Kansas Water Office had developed with input from federal, state, and local agencies, regional advisory committees, non-profit organizations and members of the public. During the following legislative session, Sen. Sub. for HB 2302 became law. Its provisions included the creation of two new water-related grant funds: the Technical Assistance Grant Fund and the Water Projects Grant Fund.

The two grant funds serve to help identified Kansas entities to obtain the up-front technical assistance and the on-the-ground actions needed to address various water quantity and quality needs. The two funds are generally directed to supporting water-related infrastructure activities. The new law directs the Kansas Water Office (KWO) to administer these two grant programs, according to certain criteria and parameters.

In order to help ensure opportunities for applicants to seek funding in an orderly fashion and at the same time to encourage competitive access to the funding, applications will be evaluated based on eligibility requirements and evaluation criteria outlined in this document. Applicants should be aware that many variables will impact funding levels, including overall funding demand.

General Grant Guidelines

Grant Application Process

The grant application process is a multi-step procedure that can take anywhere from six weeks to several months to complete. Following is a breakdown of the various steps of the process.

1. Announcement of grants. The applications and guidance documents are found on the KWO website.
2. Applicants complete grant application and file forms and all necessary attachments with KWO by midnight on September 6, 2024..
3. KWO staff and/or KWO's consultant carries out an initial review of the application and determines whether information submitted is adequate and meets general grant eligibility criteria and application requirements.
4. KWO staff and/or KWO's consultant will review accepted applications. KWO staff and/or KWO's consultant shall coordinate with subject matter experts and/or partner agencies having regulatory authority over aspects of the proposed use of funds, as needed. Applications will be prioritized based on the criteria laid out in the Guidelines.
5. KWO staff and/or KWO's consultant shall make a recommendation to the Director of the KWO, who shall direct whether an application is approved.
6. If application is reviewed and approved, the grant administrator prepares the grant contract. This process can take several weeks. Grant contract is sent to the grantee to sign and return to KWO.
7. Upon receiving the signed contracts back from the applicant, they are sent to the KWO Director for signature and execution.
8. The grantee must file required forms, including receipts and explanation of all expenditures, reports and any further documentation as required by each grant program for payment disbursements.
9. Upon project completion, final reports, affidavits of expenditures, and any other required documentation are submitted to KWO for approval and final grant disbursement.

Reporting Requirements

Grantees will be required to present quarterly reports and one final report accounting for the funds and describing the grant program progress. Funds will be disbursed with a retainage linked to these reporting requirements. All applicants must certify that all proposed activities will be carried out; that all grant money received will be utilized solely for the purposes for which the grant is intended; that the grant project will be documented for both accounting and program progress purposes; and, that the documentation will be maintained and submitted when requested.

Payments

Grant approval will result in authorization for Applicant to receive payment. The KWO will issue quarterly payments upon Applicant providing required quarterly reporting requirements. Payment will be based on actual expenditures invoiced by the grantee.

Cancellation or termination of grant contracts by KWO

Any grant may be canceled if the grantee does not accept the grant award within 45 days of being issued. Grants may be terminated if it is determined that there has been no substantial performance, or there is substantial evidence of fraud, gross abuse or corrupt practices. Unavailability of funding or significant changes to the original KWO approved grant proposal, particularly in the later months of the fiscal year, may also force the early closure of a grant contract and return of funds.

Technical Assistance Fund Grants

Eligible Applicants:

- Municipalities.
- Special district related to water organized under the Laws of Kansas.

Eligible projects and activities for Technical Assistance Fund Grants:

- Planning, engineering, managing and other technical assistance that may be necessary in the development of plans for water infrastructure projects; or
- Processing grant and loan applications for such water infrastructure projects.

Limits on Grant Awards

The KWO may provide full or partial grants. No single grant awarded under the Technical Assistance Grant Fund shall exceed \$1,000,000 (unless specified by a specific action of the Legislature).

Matching Fund Requirements

There are no matching funds required to be eligible for a Technical Assistance Grant Fund award.

Application Process for Technical Assistance Fund Grants

The grant application must be submitted through the portal posted on the KWO's website.

Applicants will be prompted to submit the following items:

1. Name, phone number, mailing address and email address of Applicant.
2. Designation as either a municipality or a special district related to water.
3. Name and contact information for individual who will serve as the point of contact for Applicant, if different than the Applicant.
4. If Applicant is a municipality,
 - (1) the number of full-time residents of Applicant, and
 - (2) a description of factors relevant to the need for the requested grant funds and the benefit to be gained by the requested grant funds, including but not limited to public health, socioeconomic factors, and the ability of the Applicant to repay any loans without grant assistance.
5. If Applicant is a special district,
 - (1) the number of full-time individuals served by the district, and
 - (2) a description of factors relevant to the need for the requested grant funds and the benefit to be gained by the requested grant funds, including but not limited to public health, socioeconomic factors, and the ability of the Applicant to repay any loans without grant assistance.
6. The amount of funding requested (may not exceed \$1,000,000).
7. A description of the type of technical assistance for which the funds are being requested, including the ultimate purpose for the technical assistance, with sufficient professional documentation of the cost estimate(s).
8. Project Plan and Objectives, including professional cost estimates and project timeline. ...

9. Budget for the project (Excel).
10. Maps, photos, and/or drawings (if applicable).
11. Affidavit establishing any legal access to property, as necessary to the execution of the technical assistance to be funded.
12. Sufficient assurance of having obtained all necessary permits, whether local, state, or federal.
13. The signature of the Applicant or Applicant's authorized representative.

Evaluation Criteria for Technical Assistance Fund Grants

Criteria considered during evaluation of applications will include, but not be limited to:

- *Population*: Municipalities with fewer than 2,000 residents will be prioritized for the awarding of full grants in accordance with Sen. Sub. For HB 2302.
- *Conservation Plan*: Projects that incorporate a conservation and/or climate change resiliency plan will be prioritized.
- *Community Factors*: Criteria under consideration for municipalities may also include, but will not necessarily be limited to, public health, socioeconomic factors, and the ability for a municipality to repay any loans without grant assistance.
- *Regionalization*: Projects which support regionalization, meaning integration or coordination of physical, economic, informational, and personnel structure of water projects shall be prioritized.
- *Emergent Issues*: Projects that address urgent circumstances in which citizens of the municipality or special district are facing, or will be facing, hardship related to insufficient access to water-related infrastructure or resources will be prioritized. (i.e. Drought-driven water needs, water quality issues).

Water Projects Fund Grants

Eligible Applicants include:

- Municipalities.
- Special district related to water organized under the Laws of Kansas.

Eligible projects and activities for Water Project Grant Funds:

- Construction, repair, maintenance or replacement of water-related infrastructures and any related construction costs;
- Matching moneys for grant or loan applications for water-related infrastructure projects; and
- Application of the funds to an outstanding loan balance from the Public Water Supply Loan Fund (established in K.S.A. 65-3322 and amendments thereto) or the Kansas Pollution Control Fund (established in K.S.A. 65-163e, and amendments thereto) subject to the certain criteria (see Evaluation Criteria for Water Projects Grant Fund section).

Limits on Grant Awards:

The KWO may provide full or partial grants. No single grant awarded under the Water Projects Grant Fund shall exceed \$8,000,000 (unless specified by a specific action of the Legislature).

Matching Fund Requirements

There are no matching funds required to be eligible for a Water Projects Grant Fund award.

Application Process for Water Projects Grant Fund

The grant application must be submitted through the portal posted on the KWO's website.

Applicants will be prompted to submit the following items:

1. Name, phone number, mailing address and email address of Applicant.
2. Designation as either a municipality or a special district related to water.
3. Name and contact information for individual who will serve as the point of contact for Applicant, if different than the Applicant.
4. If Applicant is a municipality,
 - (1) the number of full-time residents of Applicant, and
 - (2) a description of factors relevant to the need for the requested grant funds and the benefit to be gained by the requested grant funds, including but not limited to public health, socioeconomic factors and the ability of the Applicant to repay any loans without further assistance.
5. If Applicant is a special district,
 - (1) the number of full-time individuals served by the district, and
 - (2) a description of factors relevant to the need for the requested grant funds and the benefit to be gained by the requested grant funds, including but not limited to public health, socioeconomic factors, and the ability of the Applicant to repay any loans without grant assistance.
6. The amount of funding requested (may not exceed \$8,000,000).

7. A comprehensive description of the water infrastructure project for which the funds are being requested, with sufficient professional documentation of the cost estimate(s).
8. Feasibility Studies, if completed.
9. Project Plan and Objectives, including professional cost estimate and project timeline...
10. Budget for the project (Excel).
11. Affidavit establishing any legal access to property, as necessary to the execution of the project
12. Maps, photos and/or drawings (if applicable).
13. If applying for payment of an outstanding loan as identified above:
 - (1) Proof that the project with the outstanding loan balance is complete, and
 - (2) Statement of remaining balance owed on the loan.
14. The signature of the Applicant or Applicant's authorized representative.

Evaluation Criteria for Water Projects Grant Fund

Criteria considered during evaluation of applications will include, but not be limited to:

- *Population*: Municipalities with fewer than 2,000 residents will be prioritized for the awarding of full grants in accordance with Sen. Sub. For HB 2302.
- *Conservation Plan*: Projects that incorporate a conservation and/or climate change resiliency plan will be prioritized.
- *Community Factors*: Criteria under consideration for municipalities may also include, but will not necessarily be limited to, public health, socioeconomic factors, and the ability for a municipality to repay any loans without grant assistance.
- *Regionalization*: Projects which support regionalization, meaning integration or coordination of physical, economic, informational, and personnel structure of water projects shall be prioritized.
- *Emergent Issues*: Projects that address urgent circumstances in which citizens of the municipality or special district are facing, or will be facing, hardship related to insufficient access to water-related infrastructure or resources will be prioritized. (i.e. Drought-driven water needs, water quality issues).

Additional criteria to be considered if the Applicant is seeking to apply funds to an outstanding loan balance from the Public Water Supply Loan Fund or the Kansas Pollution Control Fund:

- The planned construction on the project with the outstanding loan balance is complete.
- The municipality or special district has made at least five years of payments on such project loans.
- Awarding grants that provide repayment of up to:
 - (A) 90% of any remaining project loan balance for cities with fewer than 2,000 residents;
 - (B) 75% of any remaining project loan balance for cities with fewer than 5,000 residents;
 - (C) 50% of any remaining project loan balance for cities with fewer than 10,000 residents; and
 - (D) 25% of any remaining project loan balance for all other cities in Kansas.

City Council Action Item

Council Meeting Date: August 8, 2024

Department: Community Development

Agenda Item: Consider Ordinance No. 2166 Adopting The Recommendation Of The City Of Edgerton Planning Commission To Approve Application RZ2024-0001 For The Rezoning Of Approximately 15.14± Acres Of Land From The C-2 (Heavy Service Commercial) District To The C-3 (Highway Service Commercial) District Located West Of The Homestead Lane And Interstate 35 Interchange.

Background/Description of Item: The City of Edgerton received rezoning application RZ2024-0001 for Midway Ford Trucking, which includes 15.14± acres of land located west of the interchange at Homestead Lane and Interstate 35. This request is to rezone the property from C-2 (Heavy Service Commercial) District to C-3 (Highway Service Commercial) District.

This rezoning is being requested to allow for the potential of a future development of a truck sales and maintenance facility on the subject property. A truck maintenance facility is permitted by right in the existing C-2 (Heavy Service Commercial) District, however, the introduction of sales of trucks at a truck maintenance facility requires the property to be zoned C-3 (Highway Service Commercial). The applicant has not submitted any other development applications at this time.

Staff reviewed this rezoning application with respect to the Edgerton Comprehensive Plan, the Edgerton Unified Development Code Zoning and Subdivision Regulations, and the laws of the State of Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. The subject property is identified on the Future Land Use Map of the *Envision Edgerton 2050 Comprehensive Plan* as 'Gateway Commercial', which the requested C-3 District is consistent with.

The Planning Commission held a Public Hearing on July 9, 2024 regarding this rezoning request and voted to recommend approval of Application RZ2024-0001 with no stipulations. No members of the public spoke at the Public Hearing.

Copies of the Planning Commission staff report and draft minutes are included with this packet.

Related Ordinance(s) or Statue(s): K.S.A. 12-741, et. Seq. to K.S.A. 12-771 – Establishment of the Unified Development Code; 12-757 – Zoning Amendments

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2166 Adopting The Recommendation Of The City Of Edgerton Planning Commission To Approve Application RZ2024-0001 For The Rezoning Of Approximately 15.14± Acres Of Land From The C-2 (Heavy Service Commercial) District To The C-3 (Highway Service Commercial) District Located West Of The Homestead Lane And Interstate 35 Interchange.

Enclosed:

- Draft Ordinance No. 2166
- Staff Report from July 9, 2024 Planning Commission Meeting
- Draft minutes from the July 9, 2024 Planning Commission Meeting

Prepared by: Zachary Moore, Development Services Director

ORDINANCE NO. 2166

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION RZ2024-0001 FOR THE REZONING OF APPROXIMATELY 15.14± ACRES OF LAND FROM CITY OF EDGERTON C-2 (HEAVY SERVICE COMMERCIAL) DISTRICT TO CITY OF EDGERTON C-3 (HIGHWAY SERVICE COMMERCIAL) DISTRICT LOCATED AT THE WEST OF THE HOMESTEAD LANE AND INTERSTATE 35 INTERCHANGE.

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request from Midway Ford Truck Center, Inc., property owner of a parcel of land totaling approximately 15.14± acres, generally located west of the interchange of Homestead Lane and Interstate 35, to rezone that property from City of Edgerton C-2 (Heavy Service Commercial) District to City of Edgerton C-3 (Highway Service Commercial) District; and

WHEREAS, following a public hearing in front of the Planning Commission on July 9, 2024, the Planning Commission has recommended that the rezoning request for that property be approved; and

WHEREAS, all required newspaper and mailing notifications were performed.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS:

Section 1. That the following legally described property generally located west of the Homestead Lane and Interstate 35 interchange, is hereby rezoned from C-2 (Heavy Service Commercial) to C-3 (Highway Service Commercial), and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

All that part of the Southeast Quarter of Section 09, Township 15 South, Range 22 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 09; thence South 88 degrees 26 minutes 35 seconds West along the North line of the Southeast Quarter of said Section 09, a distance of 630.50 feet to a point on the Northerly right of way line of Interstate 35 as now established; thence South 31 degrees 44 minutes 01 seconds West along said highway right of way, a distance of 512.96 feet; thence South 31 degrees 44 minutes 59 seconds West along said highway right of way, a distance of 277.13 feet; thence South 88 degrees 22 minutes 28 seconds West, a distance of 985.18 feet; thence North 02 degrees 09 minutes 43 seconds West, a distance of 288.57 feet; thence North 61 degrees 23 minutes 59 seconds East, a distance of 820.43 feet to a point on the North line of the Southeast Quarter of said Section 09; thence North 88 degrees 26 minutes 35 seconds East along the North line of the Southeast Quarter of said Section 09, a distance of 691.24 feet to the point of beginning, less that part, if any, taken or used for road purposes.

Subject to easements and restrictions of record.

Section 2. The above rezoning is approved with no stipulations.

Section 3. That the Governing Body, in making its decision on the rezoning, based its decision on City Staff's comments and recommendations as they relate to the Golden criteria and otherwise, which are attached hereto. The Governing Body also based its decision on the following criteria:

- a) The extent to which there is a need in the community for the uses allowed in the proposed zoning.
- b) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- c) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- d) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 8th DAY OF AUGUST, 2024.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

TODD LUCKMAN for
Stumbo Hanson, LLP, City Attorneys

MIDWAY FORD TRUCK CENTER, INC.

Application RZ2024-0001

West of the Homestead Lane and Interstate 35 Interchange

QUICK FACTS

PROJECT SUMMARY AND REQUESTED APPROVALS

The Applicant is requesting approval of Rezoning from C-2 (Heavy Service Commercial) to C-3 (Highway Service Commercial).

Owner and Applicant

Midway Ford Truck Center, Inc., Property Owner

Existing Zoning and Land Use

The property is currently zoned C-2 (Heavy Service Commercial) District. The property is currently vacant.

Parcel Size

15.14± acres

Staff Report Prepared by

Chris Clinton



BACKGROUND

1. *Proposal*

The applicant is requesting to rezone the subject property from the City of Edgerton C-2 (Heavy Service Commercial) District to the City of Edgerton C-3 (Highway Service Commercial) District to accommodate for the potential development of a commercial truck sales and service center. The current zoning designation, C-2, allows for truck service facilities, however, the C-2 District does not allow for sales of commercial trucks. The applicant wishes to have the ability to sell commercial trucks in the future, therefore a rezoning to C-3 would be required. Details for the potential development will be shown on a Final Site Plan when those applications are submitted.

2. *Subject Site History*

The 15.14± acre subject property was annexed on August 14, 2014 (Ordinance 975) and was rezoned to the C-2 (Heavy Service Commercial) District on September 25, 2014 (Ordinance 982). There have not been any Preliminary or Final Plats or Site Plans applied for the subject property to date.

REZONING REVIEW

Figure 1 below shows the current zoning of the neighboring properties:

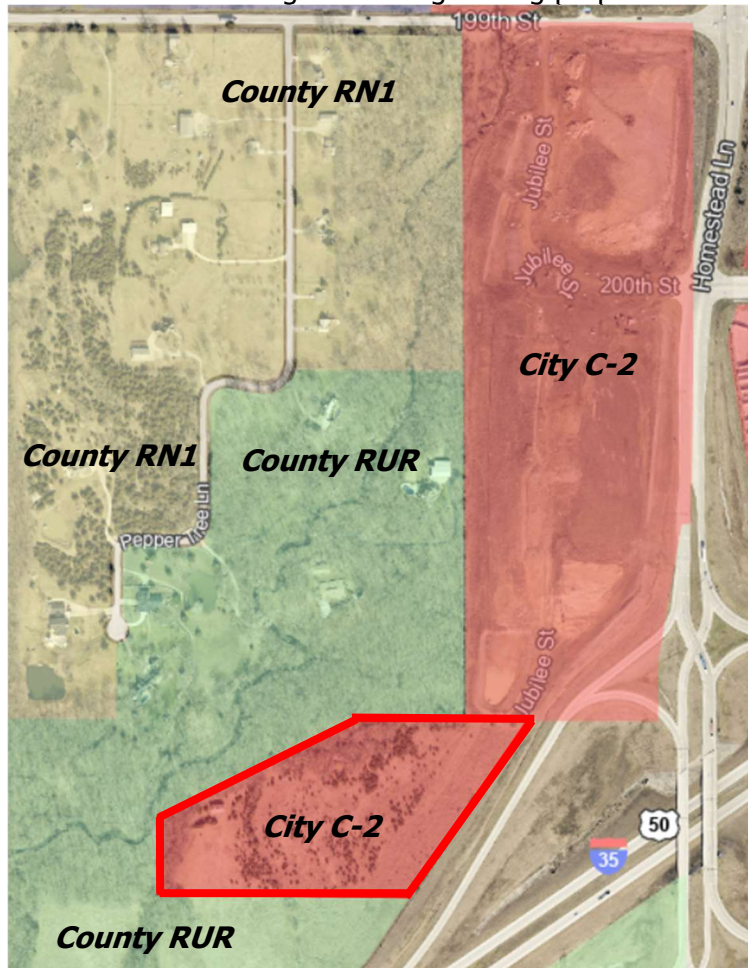


Figure 1 – Subject Property Outlined in Red

Figure 2 below shows the future land use designation for the area:

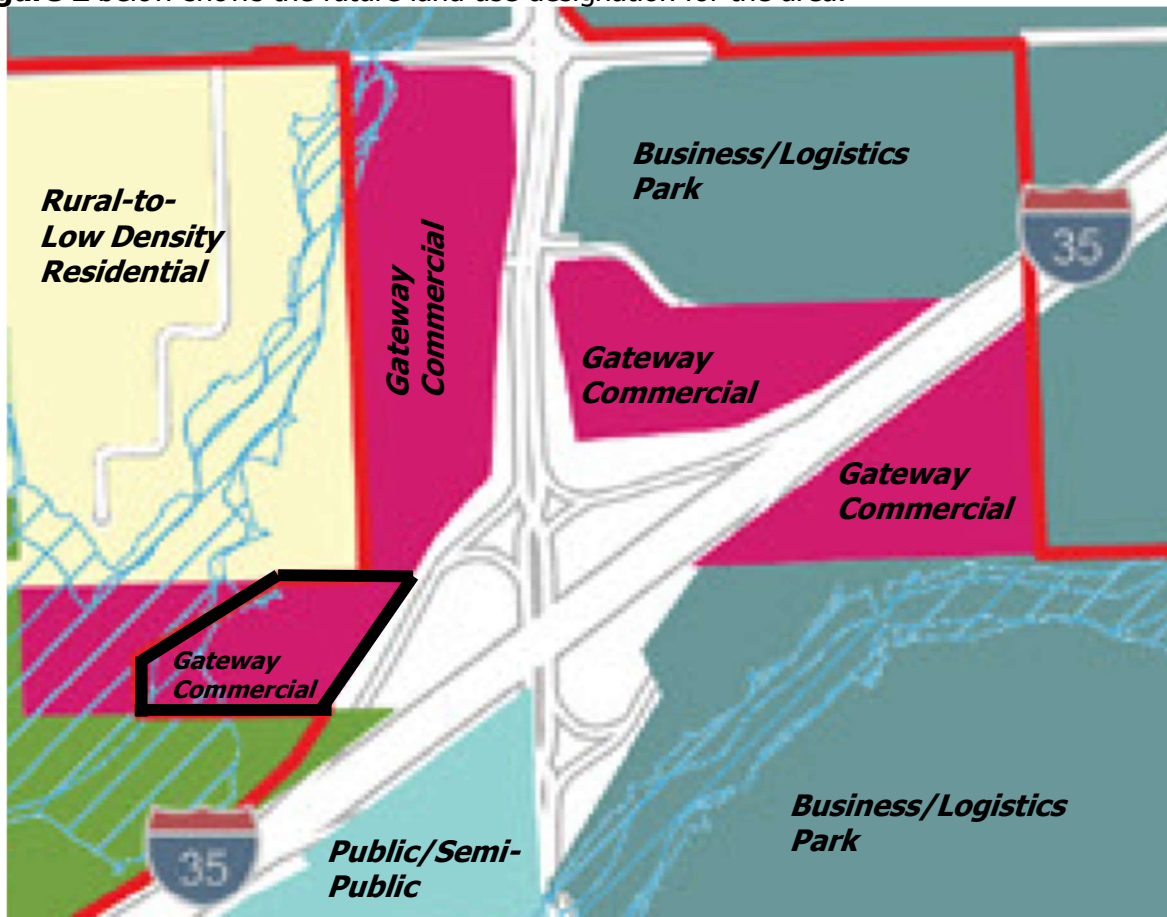


Figure 2 – Subject Property Outlined in Black

A. Zoning Analysis

Staff has reviewed the rezoning application with respect to the Edgerton UDC, the laws of Kansas, and the “Golden Criteria” as established by the Supreme Court of Kansas in 1978. Review comments are listed below.

1. **The extent to which there is a need in the community for the uses allowed in the proposed zoning** – The applicant is requesting to rezone the subject property to C-3 (Highway Service Commercial). Uses permitted in the C-3 District include but are not limited to bus passenger station; commercial truck sales and service, new and used; discount department stores; farm and home stores; lumber yards; manufactured home sales; and motor vehicle sales, rental and service, new and used, including body shops. Commercial uses of this nature will serve to support the users of the nearby Logistics Park Kansas City (LPKC) to the north. There are no current uses such as the proposed existing in Edgerton today.
2. **The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space** – The property to the northeast is vacant, platted, and is zoned City of Edgerton C-2 (Heavy Service Commercial). This property is planned for a future commercial center known as Edgerton Crossing. Infrastructure is currently being installed and there is an approved Final Site Plan for a convenience store to be constructed on the northeastern section of the property (Final Site Plan FSP2024-0002). The parcels to the north and west are zoned County RUR and have residential structures

on them. The parcel to the south is also zoned County RUR and is owned by Johnson County Parks and Recreation and used as park land. The Kansas Department of Transportation (KDOT) owns the property to the east and is used as interstate right-of-way for Interstate 35. There is land nearby to the northwest that is zoned County RN-1 (Residential Neighborhood 1). The residentially zoned property is developed with homes on large lots at a low density and high amounts of open space.

3. **Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties** – The proposed C-3 District is compatible with the existing C-2 zoned properties to the northeast of the subject property.
4. **Suitability of the uses to which the property has been restricted under its existing zoning** – The subject property is currently zoned C-2, which supports a large amount commercial uses. However, the current zoning of C-2 would not allow for the development of commercial truck sales and service as it is not a use by right or conditional use permit.
5. **Length of time the subject property has remained vacant under the current zoning designation** – The subject property has been zoned C-2 since 2014 and has been vacant since that time. The property has been vacant since 2014, except for a pole barn that is approximately 1,600 square feet in size. According to aerial photographs from Johnson County, no other structures have been on the subject property since 2006.
6. **The extent to which the zoning amendment may detrimentally affect nearby property** – Future development of the site will not have a detrimental effect on nearby properties. Prior to any development occurring on site, a Final Site Plan must be submitted and must comply with all requirements of the Unified Development Code (UDC). This future Final Site Plan will address the vehicular traffic flow around the site, as well as stormwater management, site lighting, and other development requirements.
7. **Consideration of rezoning applications requesting Planned Development Districts (PUD) for multifamily and non-residential uses should include architectural style, building materials, height, structural mass, siting, and lot coverage** – This is not a request for a PUD.
8. **The availability and adequacy of required utilities and services to serve the uses allowed in the proposed zoning. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services** – Infrastructure for all required utilities are onsite or are on adjacent parcels and will be extended to the property when development occurs on the property.
9. **The extent to which the uses allowed in the proposed zoning would adversely affect the capacity or safety of that portion of the road network influenced by the uses, or present parking problems in the vicinity of the property** – Any development regardless of zoning district will increase the amount of traffic in this area. The road is currently being constructed on the commercial property to the northeast. This road network was designed with future commercial development planned on this property. The change in zoning district will not alter the approved road plans. Parking for each use will be provided on site at the time of development in accordance with UDC requirements.
10. **The environmental impacts that the uses allowed in the proposed zoning would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm** – The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part

of the development of the property. Any construction that occurs on site will be required to get an NPDES permit from the State of Kansas and a land disturbance permit from the City. Those permits require a stormwater pollution prevention plan (SWPPP) that is reviewed by the City and the State. A full stormwater study of the site is also required and will be reviewed by the City Engineer prior to the issuance of a Land Disturbance Permit.

11. **The economic impact on the community from the uses allowed in the proposed zoning** – The uses permitted in the C-3 zoning district would generate increased property taxes and sales taxes for the City of Edgerton, which would be a significant positive impact on the community.
12. **The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial** – There would be no relative gain, if any, to the public health, safety, and welfare from the denial of this zoning application.
13. **Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton** –The subject property is designated Gateway Commercial on the future land use map of the City’s Comprehensive Plan, which the C-3 District aligns with. The proposed zoning is also consistent with several goals of the Comprehensive Plan, including, but not limited to the following:
 - a. **Goal 2.1:** Promote a balanced mix of land uses that supports growth and development.
 - b. **Goal 2.2:** Grow in an efficient and sustainable manner that considers the needs and impacts of expanding services.
 - c. **Goal 5.1:** Continue to support Edgerton’s specialization in transportation and warehousing while also diversifying its economic base.
 - d. **Goal 5.3:** Become a full-service community with a wide variety of amenities, jobs, and housing types.
14. **The recommendation of professional staff** – Staff recommendation provided below.

DOCUMENTS INCLUDED IN PACKET

Sheet #	Title	Date on Document
Application	Application for RZ2024-0001	06/03/2024
1	Statement of Purpose	06/03/2024
2	Survey of Site	04/22/2024

STAFF RECOMMENDATION

Staff recommends approval of Rezoning **Application RZ2024-0001**, *Midway Ford Truck Center, Inc.* with no stipulations.

Note: For Application RZ2024-0001 the Planning Commission is the recommending body for the application to the Governing Body. The Application will be presented to the Governing Body on August 8, 2024.



LOCATION OR ADDRESS OF SUBJECT PROPERTY: SW Corner of I-35 and Homestead Lane

PURPOSE FOR REZONING: Allow for the potential for commercial truck sales and service

REQUESTED REZONING CHANGE: FROM C-2 TO C-3
(Current Zoning) (Proposed Zoning)

LEGAL DESCRIPTION: See attached

CURRENT LAND USE: Undeveloped commercial zoned property

PROPERTY OWNER'S NAME(S): Aaron Herman PHONE: 785-871-0662

COMPANY: Midway Ford Truck Center, Inc. FAX: _____

MAILING ADDRESS: 7601 NE 38th Street Kansas City MO 64161
Street City State Zip

APPLICANT/AGENTS NAME(S): sane as property owner PHONE: _____

COMPANY: _____ FAX: _____

MAILING ADDRESS: _____
Street City State Zip

ENGINEER/ARCHITECT'S NAME(S): Daniel Finn, P.E. PHONE: 913-393-1155

COMPANY: Phelps Engineering, Inc. FAX: _____

MAILING ADDRESS: 1270 N. Winchester Olathe KS 66061
Street City State Zip

SIGNATURE OF OWNER OR AGENT:  _____

If not signed by owner, authorization of agent must accompany this application.

FOR OFFICE USE ONLY

Case No.: RZ- _____ Amount of Fee Paid: \$ _____ Date Fee Paid: _____ Receipt # _____

Cashier Code: REZONE Received By: _____ Date of Hearing: _____

REZONING INSTRUCTIONS

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership of the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration, or through a title insurance company (preferred method). A list of property owners within the notification area

vs. 6.1.22

must be submitted with the application. In addition, the responsible fire protection district (if any), affected school districts, affected park districts and affected sanitary and/or drainage district shall appear on a separate list of notification. Additional parties, specified by the applicant, may appear on the notification list.

AFFIDAVIT OF COMPLIANCE: An affidavit (see attached Property Owner Notification Affidavit) concerning the mailing of property owner notification letters must be returned to the office of the City Clerk by no later than the Thursday preceding the public hearing.

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The agenda and staff reports will be available prior to the public hearing. The chairperson will open the public hearing for each case to hear presentations by the City staff, the owner or authorized agent, and the audience, respectively. After everyone has had the opportunity to speak, the Planning Commission will close or continue the public hearing to a later date. After the public hearing is closed, discussion will be limited to the Planning Commission and action will be taken in the form of a recommendation for approval or denial to the Governing Body.

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested rezoning in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (¾) vote for approval by the Governing Body.

GOVERNING BODY ACTION: After the protest period has concluded, the application will be placed on an agenda for the Governing Body Action (typically within thirty (30) days after the conclusion of the public hearing). The Governing Body will review the transcript of the public hearing and the recommendation of the Planning Commission and will take action by concurring with or overriding the Planning Commission recommendation, or by returning the request to the Planning Commission.

CHECKLIST

The following items shall be submitted with the rezoning application. All materials shall be submitted by applicant to the City Clerk at least 35 days in advance of a public hearing.

- Title or other suitable proof of ownership to the subject property.
- Legal description of the subject property either in the form of a certificate of survey or a lot and block reference to the official City Map.
- Sketch of the subject property drawn to scale that details the lot lines, existing features or building, drives and adjacent buildings, and the current use of existing buildings.
- Any supporting material as requested by the Zoning Administrator depending on the magnitude of the change and the possibility of detrimental effects on surrounding properties. Supporting materials may include, but are not limited to:
 - Topography at an appropriate scale
 - A Certificate of Survey
 - Environmental assessment
 - Surface water discharge analysis
 - Facilities and utilities suitability analysis
 - An analysis of existing wells, tanks and other sub-structures
 - Traffic and parking analysis
- List of the names and addresses of all property owners receiving public hearing notices as detailed in the above instructions.



PLANNING
ENGINEERING
IMPLEMENTATION

Date: June 03, 2024

To: Edgerton Planning Department

From: Daniel Finn, P.E.
Phelps Engineering, Inc.

**Re: Statement of Purpose For Rezoning Request
Midway Ford Truck Center, Inc.
PEI #240463**

This property consists of existing undeveloped commercial area currently zoned C-2 and owned by Midway Ford Truck Center, Inc. The owner is requesting to rezone the property to C-3 in order to allow for the potential for commercial truck sales and service.

PHELPS ENGINEERING, INC.

1270 N. Winchester - Olathe, Kansas 66061 - (913) 393-1155 - Fax (913) 393-1166 - www.phelpsengineering.com

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION:

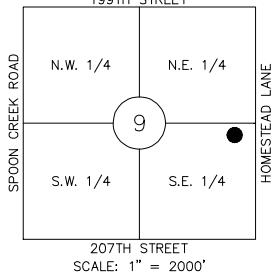
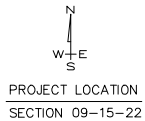
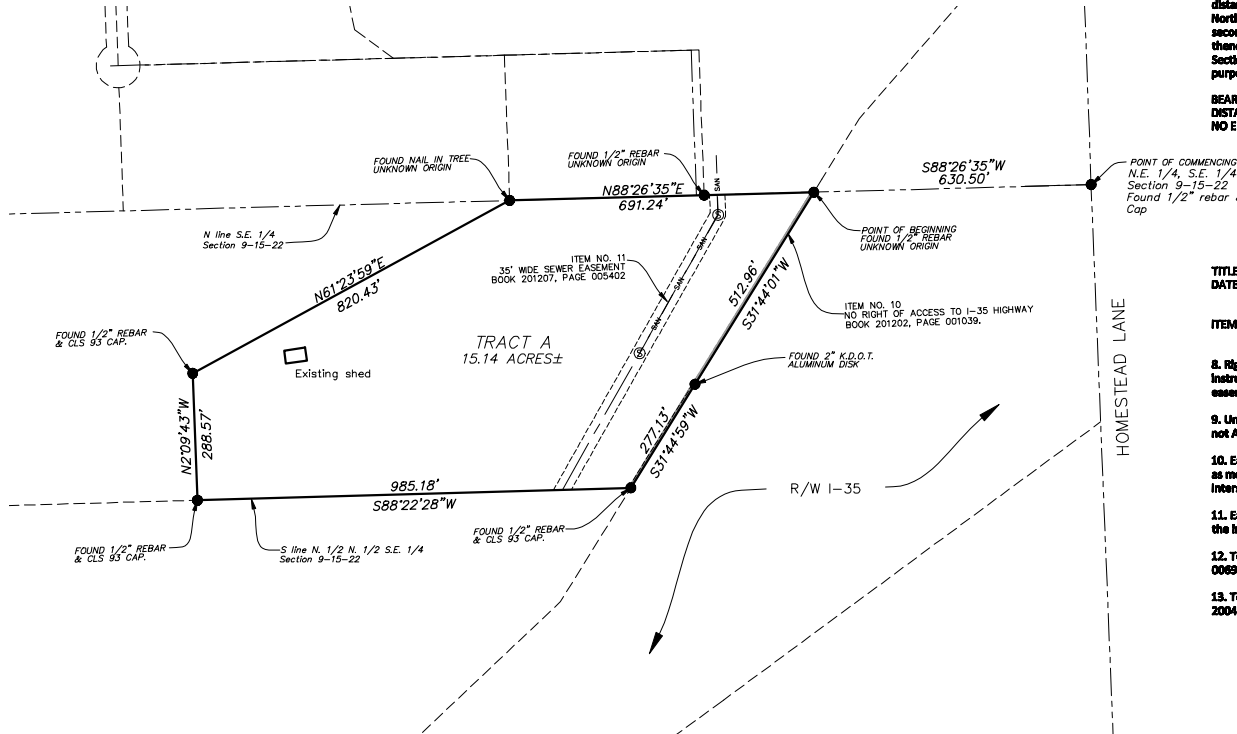
All that part of the Southeast Quarter of Section 09, Township 15 South, Range 22 East, 6th Principal Meridian, Johnson County, Kansas described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 09; thence South 88 degrees 26 minutes 35 seconds West along the North line of the Southeast Quarter of said Section 09, a distance of 630.50 feet to a point on the Northerly right of way line of Interstate 35 as now established; thence South 31 degrees 44 minutes 03 seconds West along said highway right of way, a distance of 512.96 feet; thence South 11 degrees 4 minutes 59 seconds West along said highway right of way, a distance of 277.13 feet; thence South 88 degrees 22 minutes 28 seconds West, a distance of 985.18 feet; thence North 02 degrees 09 minutes 43 seconds West, a distance of 288.57 feet; thence North 61 degrees 23 minutes 59 seconds East, a distance of 820.43 feet to a point on the North line of the Southeast Quarter of said Section 09; thence North 88 degrees 26 minutes 35 seconds East along the North line of the Southeast Quarter of said Section 09, a distance of 691.24 feet to the point of beginning, less that part if any taken or used for road purposes.

BEARINGS BASED ON KANSAS STATE PLANE NORTH ZONE NAD 83
DISTANCES SHOWN ARE GROUND DISTANCE
NO ENCROACHMENTS WERE FOUND ON THIS SURVEY.

TITLE POLICY FURNISHED BY: CONTINENTAL TITLE COMPANY
DATED 6TH DAY OF MARCH 2024 AT 8:00 AM

ITEMS OF SCHEDULE B:

8. Right of Way granted to Rural Water District No. 7, Johnson County, Kansas as more fully set forth in the Instrument recorded in Book 228 at Page 91; and Book 2989 at Page 661. (centerline of a 30' Water line easement over line as constructed)
9. United States of America as more fully set forth in the Instrument recorded in Book 1513 at Page 661. (Does not Affect this property)
10. Easement granted to Secretary of Transportation of the State of Kansas in Condemnation Case No. 11C/8040, as more fully set forth in the Instrument recorded in Book 201202 at Page 001039. (No Right of access to Interstate 35 along the entire East line of property, Shown)
11. Easement granted to the City of Edgerton, Kansas and the City of Gardner, Kansas, as more fully set forth in the Instrument recorded as Document No. 20120713-0005402 in Book 201207 at Page 005402. (Shown)
12. Terms and provisions of the Memorandum of Option and Lease Agreement recorded in Book 200410 at Page 006364. (Lease agreement)
13. Terms and provisions of the Easement Agreement recorded as Document No. 20041104-0002003 in Book 200411 at Page 002003. (Does not Affect this property, falls in old I-35 Right of way)



PREPARED FOR:
MIDWAY FORD TRUST CENTER INC.
7601 NE 38TH STREET
KANSAS CITY, MISSOURI 64161
AARON HERMAN

PREPARED BY:
ALLENBRAND-DREWS & ASSOCIATES, INC.
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

Larry S. Alsop, Trustee of the Larry S. Alsop Revocable Trust under Trust Agreement dated April 12, 2000, Midway Ford Trust Center Inc., a Delaware corporation or assigns, Continental Title Company;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 7a, 8, 16 & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 3-29-2024.



ALTA/NSPS LAND TITLE SURVEY

PT. OF THE SOUTHEAST QUARTER SECTION 9-15-22 JOHNSON COUNTY, KANSAS



**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**

122 N. WATER STREET
OLATHE, KANSAS 66061

PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1"=200' Drawn By:RML Project: 39436
Date:4/22/2024 Checked By:RML SECTION 09-15-22

PLANNING COMMISSION
July 9, 2024 Minutes

A regular session of the Edgerton Planning Commission (the Commission) was held in the Edgerton City Hall, 404 E. Nelson Street, Edgerton, Kansas on July 9, 2024. The meeting convened when Chairperson John Daley called the meeting to order at 7:01 PM.

1. ROLL CALL

Jeremy Little	present
Tina Mathos	absent
Adam Draskovich	absent
John Daley	present
Jordyn Mueller	present

With a quorum present, the meeting commenced.

Staff in attendance: Zachary Moore, Development Services Director
Chris Clinton, Planning and Zoning Coordinator

- 2. WELCOME** Chairperson Daley welcomed all in attendance to the meeting.
- 3. PLEDGE OF ALLEGIANCE** All present participated in the Pledge of Allegiance.

CONSENT AGENDA

- Minutes from the June 11, 2024 Planning Commission Meeting.

Commissioner Little moved to approve the Consent Agenda. The motion was seconded by Commissioner Mueller. The Consent Agenda was approved, 3-0.

REGULAR AGENDA

5. DECLARATION

Chairperson Daley asked the Commissioners to declare any correspondence they have received or communication they have had regarding the matters on the agenda. If they have received correspondence or have had any communication, he asked if it may influence their ability to impartially consider the agenda items.

The Commissioners did not have anything to declare.

BUSINESS REQUIRING ACTION

NEW BUSINESS

6. PUD2024-0101: FINAL PLANNED UNIT DEVELOPMENT AND PLAT APPLICATION FOR DWYER FARMS LOCATED ON THE SOUTHWEST CORNER OF BRAUN/207TH STREET AND 8TH STREET/EDGERTON ROAD

Mr. Lee Ryherd, SMH Consultants, spoke before the Commission. He stated this application is for Phase II of the Dwyer Farms subdivision. Phase I started in 2022 and this will be a continuation of the development to the west and will be comprised of 105 lots and one (1) common tract for a monument sign off Braun/207th Street. There is one (1) additional connection from Braun/207th Street proposed and the streets from Phase I will be continued into Phase II. The property to the west will be able to connect to one of the streets as future development occurs. He explained that all of the utilities will be installed to all of the proposed lots. The stormwater and sanitary sewer infrastructure will be continued from Phase I into Phase II. Mr. Ryherd said the watermain is accessible across Braun/207th Street. Gas and power will be extended to the site by the appropriate company. Landscaping will be provided as was agreed upon in the Conceptual Plan, which was one (1) tree per lot. Landscaping will also be provided along Braun/207th Street as shown on the Landscaping Plan that was provided. He stated the monument sign will be like the sign in the northeast corner of Phase I. He stated that the lighting plan and architectural floor plans will be provided to City staff later.

Mr. Zachary Moore, Development Services Director, spoke to the Commission. He stated the application request is for a Final Planned Unit Development (PUD) Plan and Plat for the second phase of the Dwyer Farms subdivision. The property was annexed in April of 2022 then later rezoned to Planned Unit Development (PUD) in August of 2022. The Conceptual Plan was also approved by the Governing Body in August of 2022. On June 13, 2023, the Commission approved Phase I of the Dwyer Farms subdivision and construction is currently on going. Mr. Moore explained Phase II is proposed to have 105 lots with one (1) common tract. The lots will range from 6,000 square feet to just over 10,000 square feet with an average lot size of just under 7,500 square feet. The tract will be owned and maintained by the Homeowners' Association.

He said City staff reviewed the submittal against Article 6 and 13 of the Unified Development Code (UDC). The first requirement of Article 6 is that the proposal must conform with the objectives of the Comprehensive Plan. Mr. Moore stated that three (3) goals of recently adopted Comprehensive Plan are being met with this proposal:

- Goal 2.4: Coordinate land use planning with transportation and other public investments.
- Goal 4.1: Increase housing diversity in Edgerton.
- Goal 4.2: Promote best practices for all proposed residential development.

The Future Land Use Map (FLUM) also shows the subject property to be used as low-to-medium density residential and the proposal is compatible with the existing neighborhood. Mr. Moore explained that the net density proposed in Phase II is consistent with the previously approved Conceptual Plan. The site is under one (1) ownership as required by the UDC.

Mr. Moore said the applicant has requested a side yard setback of five (5) feet, which was approved in the Conceptual Plan and the first phase of the development. This would result in

a space between buildings of ten (10) feet. A stipulation of approval has been added for the use of fire rated materials to be used for exterior materials. The proposed setbacks meet what was approved in the Conceptual Plan. The front yard setback is proposed as 28 feet, rear yard setback proposed is 20 feet, and the corner yard setback that is proposed is 15 feet. Off-street parking will be provided as each previously provided floor plan has either a two (2) or three (3) car garage with two (2) additional parking spaces in the driveway. Mr. Moore said the proposed PUD will follow the Traffic Impact Study that was previously approved. The landscape plan and signage dose meet the UDC requirements, and the applicant will provide a sidewalk on one (1) side of all interior streets.

Mr. Moore said City staff recommends approval of PUD Final Plan and Plat for Phase II of Dwyer Farms with the following stipulations:

1. Prior to the plat being recorded, the following must occur:
 - a. Floorplans for the models of homes to be constructed during this Phase must be provided.
 - b. The stormwater study must be approved by the City Engineer.
 - c. Public infrastructure plans must be approved by the City Engineer. Any necessary changes to the plat based on the review of those plans must be made prior to plat recording.
 - d. The exterior corner in the boundary of a subdivision of land must be monumented prior to the recording of the plat.
2. Fire-rated materials must be used in construction of homes in lieu of the Planning Commission and Governing Body permitting a 5-foot side yard setback and minimum 10-foot separation between buildings.

Chairperson Daley inquired if the City is requiring basements on the homes. Mr. Moore replied that there have not been any formal building permit submittals at this time, but basements are not required. Chairperson Daley thought a shelter of some sort was required. Mr. Moore answered that when the building code was adopted, the Governing Body voted to amend the building code to allow a property owner to sign an affidavit opting out of having a storm shelter provided in a new house being constructed. Chairperson Daley inquired as to who submits the affidavit. Mr. Moore answered the property at the time of building permit submittal submits the affidavit.

Chairperson Daley inquired as to what the status of Phase I is currently. Mr. Kyle Jones, Rausch Coleman Homes, replied that they are currently working on constructing the streets and then other utility infrastructure will be constructed. He stated they have no control as to when the utilities will be completed as construction of those are done by each utility company. Once the roads are completed, Rausch Coleman then plans on applying for building permits, which they hope is to be in August. Chairperson Daley asked if the homes were to be constructed on a slab and not a basement. Mr. Jones stated that is correct and will have an option for buyers to add a storm shelter to their home, but as the owner at the time of building permit submittal, Rausch Coleman will be opting out of the storm shelter requirements.

Commissioner Mueller moved to recommend approval of Application PUD2024-0101 with the stipulations outlined by City staff to the Governing Body, seconded by Commissioner Little. Application PUD2024-0101 was recommended for approval with the stipulations, 3-0.

7. **RZ2024-0001: REZONING APPLICATION FOR MIDWAY FORD TRUCK CENTER, INC. LOCATED WEST OF THE INTERCHANGE OF HOMESTEAD LANE AND INTERSTATE 35**

Mr. Judd Claussen from Phelps Engineering, applicant representative, addressed the Commission. He said the site is just over 15 acres and is located on the northwest corner of Homestead Lane and Interstate 35 (I-35), just south of the Edgerton Crossing development. The subject property will have access from public streets coming from Edgerton Crossing that will enter at the northeast corner of the site. Mr. Claussen explained that there is floodplain on the western side of the subject property and there is thick vegetation to the north. Johnson County Parks and Recreation owns the property to the south and there is Rural-to-Low Density Residential to the north and west. The subject property is on the edge of City limits to the west and south. He stated the property was annexed in 2014 and later rezoned to C-2, Heavy Service Commercial, later that year. Mr. Claussen said Midway Ford Truck Center, Inc. has recently purchased property and would like to use the land for commercial truck sales and service center. Rezoning to C-3, Highway Service Commercial, would be required as vehicle sales are not a use allowed in C-2, even though a truck service facility would be allowed. Mr. Claussen stated Midway Ford is one of the largest dealers in the nation and would like to be able to serve the Edgerton area with truck sales in the near future. There is no Site Plan drafted at this time, but the property owner is requesting for the allowance of the use of truck sales. The property owner wants to be in Edgerton and plans on developing the site in about five (5) years, which will allow time for marketing. A Site Plan will be brought forward when development is more imminent.

Chairperson Daley opened the public hearing. No public comments were made at this time. Commissioner Little moved to close the public hearing and Commissioner Mueller seconded the motion. The public hearing was closed, 3-0.

Mr. Moore spoke before the Commission. The subject property is about 15.14 acres located just west of the Homestead Lane and I-35 interchange and the applicant is requesting to rezone it from C-2, Heavy Service Commercial, to C-3, Highway Service Commercial. The subject property was annexed into the City of Edgerton in August of 2014 and rezoned to C-2 in September of 2014. The property owner is requesting the rezoning for future development of commercial truck service and sales. The truck service facility would be allowed in the C-2 district. However, the sale of vehicles is not allowed and the rezoning to the C-3 district would be needed for the sales.

Mr. Moore stated the property to northeast, which is Edgerton Crossing, is currently zoned C-2. The other properties adjacent to the subject parcel are all currently zoned County RUR (Rural). He explained the Future Land Use Map (FLUM) designates the subject property as Gateway Commercial, making the request for the rezoning consistent with the FLUM and Comprehensive Plan.

He explained the request was reviewed against the Golden Criteria as was adopted by the State of Kansas. He said if this request is approved, it would be the only property in Edgerton zoned C-3, therefore exhibiting the need for the rezoning of this property. Mr. Moore said that all cities need to have and utilize many different uses and zoning districts to be sustainable.

The use proposed by the property owner would fit in with the future development to the northeast and the overall character of the neighborhood. The C-3 zoning district is compatible with the C-2 zoning district. The property is currently undeveloped and has been since it was rezoned in 2014. The location of the property is that the roadway would currently end in the future development so the increase of traffic would not adversely affect the roadway network or safety, nor would it detrimentally affect nearby properties. The proposed rezoning would meet the following goals set in the Comprehensive Plan:

- Goal 2.1: Promote a balanced mix of land uses that supports growth and development.
- Goal 2.2: Grow in an efficient and sustainable manner that considers the needs and impact of expanding services.
- Goal 5.1: Continue to support Edgerton's specialization in transportation and warehousing while also diversifying its economic base.
- Goal 5.3: Become a full-service community with a wide variety of amenities, jobs, and housing types.

Mr. Moore stated that City staff did receive an email earlier today from a neighboring resident. The request was for a restriction of all exterior lights to be turned off no later than 8:00 PM. He explained stipulations such as that are development standards and would be appropriate to be reviewed and possibly added to a Site Plan. A photometric plan will be required to meet City requirements at the time of Site Plan application. Mr. Moore said City staff does recommend approval of Rezoning Application RZ2024-0001 with no stipulations.

Commissioner Little moved to recommend approval of Application RZ2024-0001 to the Governing Body. Commissioner Mueller seconded the motion. Application RZ2024-0001 was recommended for approval, 3-0.

8. **UDCA2024-0001: PROPOSED AMENDMENTS TO ARTICLE 3 OF THE EDGERTON UNIFIED DEVELOPMENT CODE – STAFF REQUESTS THIS ITEM BE CONTINUED TO THE AUGUST 13, 2024 MEETING**

Commissioner Mueller moved to continue Application UDCA2024-0001 and the public hearing to the Commission meeting scheduled on August 13, 2024. The motion was seconded by Commissioner Little. Application UDCA2024-0001 and the public hearing was continued to August 13, 2024, 3-0.

9. **FUTURE MEETING REMINDERS**

Chairperson Daley stated that the next regular session is scheduled for August 13, 2024; September 10, 2024; and October 8, 2024.

10. **ANNOUNCEMENTS**

Chairperson Daley stated he does not plan on seeking reappointment when his current term ends in September.

Mr. Moore said he does not have any announcements.

11. **ADJOURN**

Commissioner Little moved to adjourn the meeting. Commissioner Mueller seconded the motion. The meeting was adjourned at 7:28 PM, 3-0.

Submitted by Chris Clinton, Planning and Zoning Coordinator

DRAFT

Marketing/Communications Update

August 2024

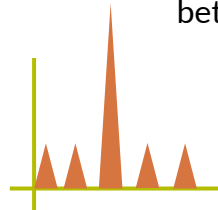
<http://EdgertonKS.org>

13,519

36,985

Total number of users visiting between March 1 - July 31

Pages viewed between March 1-July 31

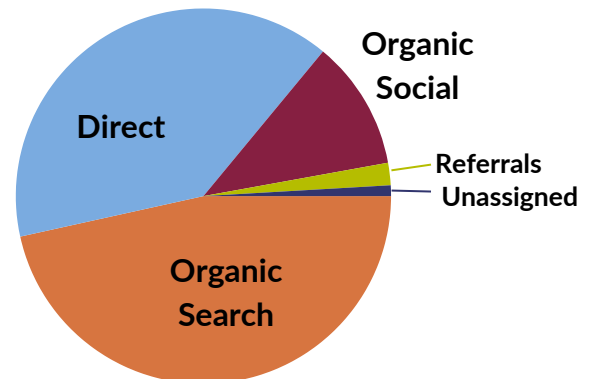


Expected spike in views on July 3rd.
Website views increased 240%

16 News Posts since Mar 1

50% Site traffic is split almost exactly even between desktop and mobile devices

How People Find Us:



Social Media: Facebook



Total # of followers increase since Mar 1 **227**

People reached since Mar 1 **51.8K**

Where do our followers live?

