



AGENDA GARDNER CITY COUNCIL

City Hall -- 120 East Main Street -- Gardner, Kansas
Monday, September 19, 2016
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

PRESENTATIONS

1. Employee Wellness Program
2. Golf Course Master Plan

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the Meeting on September 6, 2016.
2. Standing approval of City expenditures on August 31, 2016 in the amount of \$2,091,935.50; on September 2, 2016 in the amount of \$113,806.50; on September 2, 2016 in the amount of \$946,752.12; and on September 9, 2016 in the amount of \$105,490.11.
3. Appoint Mike Reynolds and Michael Blanchard to the Streets, Sidewalks and Stormwater Advisory Committee with their terms expiring in August 2019.
4. Authorize payment for relocation expenses for Anthony and Michele Golden, tenants at 32180 U.S. 56 Highway, known as the Paulsen Property, in a total amount of \$33,600.00.

COMMITTEE RECOMMENDATIONS

1. Consider authorizing the City Administrator to execute a supply contract to Integrated Controls, Inc. for Kill Creek Water Resource Recovery Facility SCADA Improvements, Project No. WW1604.

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance relating to the use and occupancy of the public right-of-way.
2. Consider extension of the Airport Advisory Board appointment process.

EXECUTIVE SESSION

COUNCIL UPDATE – Oral presentation unless otherwise noted.

ADJOURNMENT



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

COUNCIL ACTION FORM**PRESENTATION NO. 1****MEETING DATE:** SEPTEMBER 19, 2016**STAFF CONTACT:** ALAN ABRAMOVITZ

Agenda Item: Presentation on the Employee Wellness Program**Strategic Priority:** Fiscal Stewardship & Infrastructure and Asset Management**Department:** Administration – Human Resources

Background/Description of Item:

At the May 2, 2016 City Council Meeting, the Council approved the City's contribution to the employee's health and vision insurance premiums for the 2016-17 plan year. As part of the funding of the insurance premiums, the Council also directed staff to use an additional \$18,000 in 2016 and \$56,000 in 2017 to fund a Wellness Program.

An employee who fully participates in this Program can earn between \$435 and \$714 in rewards and discounts. If all employees fully participated the cost would be approximately \$74,372 and there is currently a combined total of \$84,000 budgeted in the 2016 and 2017 budget. This will allow us to add activities and incentives in 2017 as appropriate.

COMMITTEE ACTION FORM**PRESENTATION ITEM No. 2****MEETING DATE: SEPTEMBER 19, 2016****STAFF CONTACT: SCOTT GARRIE, DIRECTOR OF PARKS AND RECREATION**

Agenda Item: Golf Course Master Plan**Strategic Priority:** Fiscal Stewardship
Infrastructure and Asset Management
Quality of Life
Promote Economic Development**Department:** Parks and Recreation

Background/Description of Item:

Parks and Recreation Director Scott Garrie will present information and provide recommendations for the golf course master plan.

**RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
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September 6, 2016

The City Council of the City of Gardner, Kansas met in regular session on Tuesday, September 6, 2016 at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Honorable Mayor Chris Morrow presiding. Present were Councilmembers Kristy Harrison, Rich Melton, Lee Moore, Steve Shute and Todd Winters. City staff present were City Administrator Cheryl Harrison-Lee; Chief of Police James Pruetting; Public Works Director Brian Faust; Business & Economic Development Director Larry Powell; Parks & Recreation Director Scott Garrie; Utilities Director Gonzalo Garcia; Finance Director Laura Gourley; City Attorney Ryan Denk; and City Clerk Jeanne Koontz. Others present included those listed on the attached sign-in sheet and others who did not sign in.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Morrow led those in attendance in the Pledge of Allegiance.

PUBLIC COMMENTS

Mr. Carson, 112 Brittany Court, asked when is he going to receive an answer to questions from an email dated July 9, 2016. Mr. Carson stated if he does not address this issue here, he will not get an answer and that is why he is here.

Mr. Ray Doerr, 241 Peachtree Ln, stated the airport hangar bill is only sent a week in advance of the due date and said he thinks it should be a couple of weeks like the electric bill.

CONSENT AGENDA

1. Standing approval of the minutes as written for the Meeting on August 15, 2016.
2. Standing approval of City expenditures on August 11, 2016 in the amount of \$399,811.62; on August 19, 2016 in the amount of \$740,417.00; on August 19, 2016 in the amount of \$34,473.49; on August 22, 2016 in the amount of \$22,941.73; and on August 26, 2016 in the amount of \$160,328.10.
3. Appoint Scott Dyvad to the Streets, Sidewalks and Stormwater Advisory Committee with his term expiring in August 2018.
4. Authorize the City Administrator to execute a service contract with Midwest Injection, Inc., in the amount of \$49,900 per year for the 2016-2019 Hillsdale WTP Pond Clean Out.
5. Authorize the City Administrator to approve the final, 1-year extension for banking services with Central Bank of the Midwest for the period beginning January 1, 2017 through December 31, 2017.
6. Authorize the City Administrator to approve a 1-year renewal option for financial advisory services with Ehlers for the period beginning January 1, 2017 through December 31, 2017.
7. Authorize the City Administrator to execute Change Orders with Superior Bowen Asphalt Company, LLC for the 2016 Pavement Management Program for Street Treatment (Granite Seal & Overlay) project for a total amount not to exceed \$310,000.

Councilmember Harrison moved to approve the Consent Agenda as presented.

Councilmember Shute seconded the motion.

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

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COMMITTEE RECOMMENDATIONS

- 1. Consider authorizing the City Administrator to execute a supply contract with DXP SuperCenter in the amount of \$88,026 for replacement of two submersible pumps as part of the Raw Water Pump Project, CIP Project No. WA1602.**

Utilities Director Garcia stated the Hillsdale Water Treatment Plant (WTP) was originally built in 1998 with a capacity of 2 MGD. The WTP was expended to 4 MGD in 2006, with accommodation for further expansion to 6 MGD. The City currently receives all of its raw water from Hillsdale Lake, roughly 2.25 miles south of the treatment plant. The raw water pumps consist of three 125 HP Fairbanks Morse submersible pumps located at the raw water intake at Hillsdale Lake. Two of these pumps were installed in 1998 and have experienced several issues with seal failures over the past few years. As a result of the multiple repairs required, the third pump was added in 2006. As identified in the 2015 Water Utility Assessment, these pumps are reaching the end of their expected lives. The pumps have been rebuilt in the past and are at the stage of becoming a continual maintenance issue for staff at the Water Treatment Plant (WTP). The Raw Water Pump Project consists of the replacement of submersible water pumps, installation of variable speed drives (VSD), water level indication, and hoist upgrade. The target completion date for the project is late fall of 2016. Staff recommends replacing the existing raw water pumps with Fairbanks Morse equipment with the same model pump to minimize any structural modifications to the existing intake. The Utility Advisory Committee met on August 4, 2016 and approved a recommendation to the City Council to award the supply contract.

Public Comment

There were no public comments pertaining to this item.

Councilmember Shute asked if this project was budgeted.

Mr. Garcia stated it was included as part of the water assessment and included in the 2016 CIP.

Councilmember Shute asked why the contingency costs are so high.

Mr. Garcia stated the recommended cost from the assessment was \$610,000 but the new estimate is below \$200,000.

Councilmember Shute moved to authorize the City Administrator to award a supply contract to DXP SuperCenter in the amount of \$88,026 (not including freight, installation, or taxes) for two new submersible pumps as part of the Raw Water Pump Project, CIP Project No WA1602.

Councilmember Melton seconded the motion.

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

NEW BUSINESS

- 1. Consider the extension of the Board of Zoning Appeals appointment process.**

Mayor Morrow stated at the July 18, 2016 City Council meeting, Council appointed 2 of 3 open positions on the Board of Zoning Appeals. The Council extended the appointment process for the third person until August 17, 2016 with a recommendation for appointment at the September 6, 2016 meeting. Staff received one applicant for the position. The applicant is not a resident of the City and therefore cannot serve on the Board of Zoning Appeals. The vacancy has been advertised in *The Gardner News* on August 17 and 24, as well as on the City's website and social media platforms. The deadline for applications was August 31, 2016.

Public Comment

There were no public comments pertaining to this item.

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Councilmember Winters moved to approve the extension of the Board of Zoning Appeals appointment process for 30 days until October 5, 2016 with consideration of appointment on the October 3, 2016 City Council Agenda.

Councilmember Melton seconded the motion.

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

2. Consider appointing voting and alternate delegates for the 2016 League of Kansas Municipalities Conference.

Mayor Morrow stated the League of Kansas Municipalities hosts an annual conference of its members. This year's event will take place October 8 – 10, 2016 in Overland Park. The 2016 business and policy session of City voting delegates will be held on Monday afternoon, October 10. Gardner is allowed four delegates and four alternates.

Public Comment

There were no public comments pertaining to this item.

Councilmember Moore moved to appoint Councilmember Shute as Voting Delegate No. 1 for the 2016 League of Kansas Municipalities Conference.

Councilmember Harrison seconded the motion.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. Ayes – Harrison, Melton, Moore and Winters; Abstentions - Shute

EXECUTIVE SESSION

Councilmember Shute moved to enter into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters covered under attorney-client privilege related to pending litigation and pursuant to K.S.A. 75-4319 (b) (1), to discuss matters relating to non-elected personnel specifically the City Administrator's goals beginning at 7:16 p.m. and returning to regular session at 7:46 p.m.

Councilmember Moore seconded the motion.

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

Councilmember Harrison moved to return to regular session at 7:46 p.m.

Councilmember Shute seconded the motion.

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

COUNCIL UPDATES

Mr. Garcia stated the Kill Creek Wastewater Recovery Facility was awarded Plant of the Year for the 2nd year in a row.

Business & Economic Development Director Powell stated there will be a ribbon cutting for Orscheln Farm & Home on September 16 at 9:30 a.m.

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Public Works Director Faust stated the Center Street waterline project is nearing completion. Staff has been working on the design of the street and acquisition of easements have taken significantly longer than anticipated. Johnson County has agreed that the CARS project can be completed in 2017. It will leave some yards and driveways torn up over the winter. The 2016 Street Project is going well except for the weather.

Mayor Morrow asked that Mr. Carson's email be displayed and gave the Council time to read the email. He said he knows the City Clerk, the Police Department and the Public Works Director have had much more correspondence with Mr. Carson.

City Clerk Koontz stated since the time of the email, numerous requests have been received from Mr. Carson and responses have been provided for specific issues and specific questions. The process has been explained to Mr. Carson for filing requests for reasonable accommodation and grievances. He has utilized this process and determinations have been provided to him on those grievances. The City Attorney has confirmed this process with him to go through the ADA Coordinator to file requests and grievances.

City Attorney Denk stated he sent a letter to Mr. Carson laying out expressly and explicitly what the statutory and regulatory duties of the ADA Coordinator were. He has that information.

Councilmember Harrison asked if he is bringing this to light because he feels like he did not get a response or because he is not happy with the response.

Councilmember Shute stated as an ex-officio member of the ADA Advisory Committee, he has been receiving all of the responses between Mr. Carson, the ADA Coordinator, the Public Works Director and the City Attorney. One of Mr. Carson's major concerns is with the timeliness of the response; he is comparing his responses with those he has received from other organizations. Councilmember Shute stated there is a frustration that is there and is manifesting itself in correspondence. The ADA Advisory Committee has only met six times and there are a lot of initiatives underway including the ADA Self-Evaluation and Transition Plan. He said some of the biggest issues Mr. Carson has are with vegetation clean-up on ramps and Mr. Carson perceives there is resistance from staff to get it resolved.

Mayor Morrow stated the impression he is under is that staff is responding as timely as they can and that sometimes Mr. Carson does not like the responses he receives.

Councilmember Shute stated given the staff we have now he feels the responses are reasonable. In order to be more responsive the City would need to hire a fulltime ADA Coordinator.

Councilmember Melton stated even if we had a fulltime ADA Coordinator a lot of these problems will not be resolved until we have the money to fix them.

Chief Pruetting stated letters have been sent out to the properties with vegetation on ramps. Several responded that they were unaware that it is their responsibility. He said the process takes a little time.

Councilmember Moore asked if Mr. Carson's questions was answered – "Is it the duty of the ADA Coordinator to notify the City Council?"

Mayor Morrow stated he would not expect the City Administrator to involve the City Council unless there is a potential violation that would lead to an actionable position.

Councilmember Shute stated he thinks Council should be notified if a grievance is filed but any notification regarding a potential violation is not needed.

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City Attorney Denk stated Ms. Koontz forwarded this email along with many others that Mr. Carson sent and noted he sent him a detailed letter back on July 27. Mr. Denk stated he laid out every statutory and regulatory duty that the ADA Coordinator has and the process if there are concerns.

Councilmember Moore said in reviewing the first paragraph he does not know what "address" and "potential violation" mean.

City Attorney Denk stated the City has a statutory obligation to comply with the ADA. The City Administrator as an individual does not have a statutory obligation to comply.

Mayor Morrow stated ADA compliance is meant to be reasonable. There are things that have been brought to the City's attention and brought into compliance. He stated the City has gone above and beyond and is making a good faith effort.

City Attorney Denk stated it takes time to address these matters and from what he has seen Brian Faust and Jeanne Koontz have been responsive.

Councilmember Shute stated there have been years of correspondence between staff and Mr. Carson but none of it has been correspondence regarding official violations until recently. The concern is why are we only doing what we are obligated to do.

Councilmember Harrison stated she has had correspondence with Mr. Carson. City staff takes the blunt of this and they are doing what they are required to do. She said if we want to do more than obligated, council would need to direct staff. She noted the whole role of the ADA Coordinator has been a trouble spot for him and it is up to Council if we want to go above and beyond that.

Mayor Morrow stated the position of the ADA Coordinator was established a couple of years ago and Mr. Carson was informed of this action. At first Mr. Carson would not go to the ADA Coordinator because he thought she was not qualified. Only recently has he started to follow the proper procedure. Mayor Morrow noted when we were forming the advisory committee over the past year, the only other City that had an ADA Advisory Committee in Johnson County was the City of Leawood. The Council approved forming this committee unanimously. He stated he thinks the City is going above and beyond. He said he feels Mr. Carson's frustration and wants to be the kind of City that leads the way in accessibility for everyone and is sorry that Mr. Carson does not feel that it is happening fast enough to suit his desires.

Councilmember Moore stated he is considered about actual violations not potential violations.

Councilmember Melton stated he wishes Mr. Carson would have accepted the ADA Advisory Committee appointment.

Councilmember Shute stated the City is working through the self-assessment process and it takes time to complete it. Once it is complete, the ADA Advisory Committee can begin bringing recommendations to the Council. The next ADA Advisory Committee meeting will be September 21.

Mayor Morrow thanked staff who have been working on ADA items.

Councilmember Melton asked if there was any further talk on scheduling a work session to discuss moving the Chief of Police out from under the City Administrator.

Mayor Morrow stated he will provide info to the City Administrator to schedule a work session.

Councilmember Moore stated the Streets, Sidewalks and Stormwater Advisory Committee meeting is Thursday, September 8 at 7:00 p.m. in the Council Chambers.

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Councilmember Winters welcomed Scott Dyvad to the Streets, Sidewalks and Stormwater Advisory Committee. He asked if Ms. Gourley has an answer to the airport hangar billing cycle.

Finance Director Gourley stated Customer Service Manager Foster will look into the issue and a response will be provided.

Councilmember Shute asked for an update on the Day3 project.

Mr. Powell stated staff has made contact to schedule a meeting on transportation infrastructure but has not heard anything. There are some temporary dates penciled in for a larger meeting following the transportation infrastructure meeting.

Mayor Morrow stated there are some items that the City had been waiting on but has now received.

Councilmember Harrison asked to get a timeline of what has happened with the project.

Mayor Morrow welcomed Scott Dyvad to the Streets, Sidewalks, and Stormwater Advisory Committee. There will be a ribbon cutting on October 18 at noon for the reopening of the Senior Citizens Center. He suggested getting the public involved with renaming the building.

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Moore and seconded by Councilmember Harrison the meeting adjourned at 8:25 p.m.

Jeanne Koontz, City Clerk

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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VENDOR TOTAL *						.00	17,356.62
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VENDOR TOTAL *						.00	65,628.42
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VENDOR TOTAL *						.00	1,247,850.00
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VENDOR TOTAL *						.00	485,183.24
0002489 1338459 1340702 1340702	00 003947 003953 003953	KPERS	00 08/31/2016 00 08/31/2016 00 08/31/2016	721-0000-202.03-01 721-0000-202.03-01 721-0000-202.03-05	CONTRIBUTIONS 081816 PAY PERIOD 081816 PAY PERIOD	CHECK #: 112 CHECK #: 112 CHECK #: 112	34,597.72 35,807.96 386.40
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						HAND ISSUED TOTAL ***		2,091,935.50
						TOTAL EXPENDITURES ****	.00	2,091,935.50
					GRAND TOTAL	*****		2,091,935.50

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
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R116090190078	003963		00	09/02/2016	521-9100-491.71-01	2009C REFUNDING	CHECK #: 100	115,000.00
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HAND ISSUED TOTAL ***								113,806.50
TOTAL EXPENDITURES ****							.00	113,806.50
GRAND TOTAL *****								113,806.50

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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3299883-00	003961		00 09/01/2016	501-4130-441.52-31	FUSES	EFT:	680.03
3307907-00	003961		00 09/01/2016	501-4130-441.52-31	WIRE	EFT:	1,306.69
VENDOR TOTAL *						.00	3,057.13
0001366	00	APAC KANSAS, INC					
8001602849	003961		00 09/01/2016	001-3120-431.47-38	SPOILS	EFT:	55.00
8001603829	003961		00 09/01/2016	501-4130-441.52-12	ROCK	EFT:	159.12
8001603071	003961		00 09/01/2016	501-4140-441.62-15	LIME SCREENINGS	EFT:	23.28
8001603393	003961		00 09/01/2016	501-4140-441.62-15	ROCK	EFT:	39.28
8001603000	003961		00 09/01/2016	501-4140-441.62-15	ROCK	EFT:	34.32
8001603829	003961		00 09/01/2016	501-4140-441.62-15	ROCK	EFT:	96.04
VENDOR TOTAL *						.00	407.04
0001872	00	B & G COLLISION REPAIR					
1367	003961		00 09/01/2016	001-3116-431.43-05	RUST REMOVAL/BODY WORK901	EFT:	1,611.10
VENDOR TOTAL *						.00	1,611.10
0099999	00	BAME, KATIE					
000053739	UT		00 09/01/2016	501-0000-229.00-00	FINAL BILL REFUND	22.17	
VENDOR TOTAL *						22.17	
0002420	00	BRENNTAG MID-SOUTH, INC					
BMS445224	PI0358 006081		00 08/17/2016	521-4220-442.52-13	CHEMICALS	EFT:	957.60
VENDOR TOTAL *						.00	957.60
0000312	00	C & G MERCHANTS SUPPLY, INC.					
137083	003961		00 09/01/2016	001-2110-421.52-20	PAPER PRODUCTS	152.45	
VENDOR TOTAL *						152.45	
0003080	00	CATES HEATING & AIR COND SVC INC					
78745	003961		00 09/01/2016	603-3150-431.43-01	HVAC SYSTEM	EFT:	196.68
78761	003961		00 09/01/2016	603-3150-431.43-01	HVAC SYSTEM	EFT:	227.84
78401	003961		00 09/01/2016	603-3150-431.43-01	HVAC SYSTEM	EFT:	123.23
78215	003961		00 09/01/2016	603-3150-431.43-01	HVAC SYSTEM	EFT:	181.00
78235	003961		00 09/01/2016	603-3150-431.43-01	HVAC SYSTEM	EFT:	709.85
78752	003961		00 09/01/2016	603-3150-431.43-01	HVAC SYSTEM	EFT:	117.00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003080	00	CATES HEATING & AIR COND SVC INC						
						VENDOR TOTAL *	.00	1,555.60
0000001 313229630	00	CENTURYLINK 003961	00	09/01/2016	501-4110-441.40-03	MONTHLY BILLING	319.40	
						VENDOR TOTAL *	319.40	
0002321 OLA/033458	00	CES 003961	00	09/01/2016	501-4120-441.52-02	FUSE & TOOLS	EFT:	384.08
						VENDOR TOTAL *	.00	384.08
0000072 112611 112529	00	CMI 003961 003961	00	09/01/2016 00/00/0000	501-4120-441.52-02 501-4120-441.52-12	TOOLS SUMP PUMP	15.28 169.99	
						VENDOR TOTAL *	185.27	
0001557 16050867	00	DATCO, INC 003961	00	09/01/2016	501-4120-441.53-02	SHIRT EMBROIDERY	28.80	
						VENDOR TOTAL *	28.80	
0002511 20415 20419 20420 20417 20416 20405 20407 93170555	00	ENRIGHT LAWNS, INC 003961 003961 003961 003961 003961 003961 003961 003961	00	09/01/2016 09/01/2016 09/01/2016 09/01/2016 09/01/2016 09/01/2016 09/01/2016 09/01/2016	001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 602-1340-413.47-05	MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT GIS SOFTWARE	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	60.00 60.00 585.00 60.00 60.00 60.00 60.00 1,700.00
						VENDOR TOTAL *	.00	2,645.00
0002956 KSKA331323	00	FASTENAL CO. 003961	00	09/01/2016	501-4140-441.62-14	SCREWS	EFT:	14.80
						VENDOR TOTAL *	.00	14.80
0000086 005941767 005890909	00	GALLS, LLC 003961 003961	00	09/01/2016 09/01/2016	001-2120-421.53-02 001-2120-421.53-02	RADIO HOLDERS RADIO HOLDERS	EFT: EFT:	341.88 94.47
						VENDOR TOTAL *	.00	436.35
0003183 3932	00	GREEN SPECTRUM MARKETING LLC 003961	00	09/01/2016	001-6110-461.54-51	TSHIRTS-GARDNER GRIND	EFT:	165.80
						VENDOR TOTAL *	.00	165.80
0001536 2259443 2259443 2259443 2259442	00	ICE MASTERS INC. 003961 003961 003961 003961	00	09/01/2016 09/01/2016 09/01/2016 09/01/2016	001-3120-431.44-02 521-4230-442.44-02 531-4330-443.44-02 603-3150-431.44-02	ICE MACHINE RENTAL ICE MACHINE RENTAL ICE MACHINE RENTAL ICE MACHINE RENTAL	EFT: EFT: EFT: EFT:	30.67 30.67 30.66 65.00
						VENDOR TOTAL *	.00	157.00
0000783	00	KINCAID READY MIX						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000783 107656	00	KINCAID READY MIX		00 09/01/2016	001-3120-431.52-08	PED SIGNALS	EFT:	209.50
							VENDOR TOTAL *	.00 209.50
0000116 S101389978.001 S101395260.001 S101395260.001	00	KRIZ-DAVIS CO.		00 09/01/2016 00 09/01/2016 00 09/01/2016	501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31	METERS CONNECTORS TAPE	EFT: EFT: EFT:	2,820.00 41.28 212.41
							VENDOR TOTAL *	.00 3,073.69
0000673 579999	00	LASER EQUIPMENT, INC		00 09/01/2016	001-2110-421.52-20	PRINTER CARTRIDGES	EFT:	435.00
							VENDOR TOTAL *	.00 435.00
0000120 16-2115	00	LEAGUE OF KANSAS MUNICIPALITIES		00 09/01/2016	001-1140-411.52-20	SERVICE YEAR TIE TACS	EFT:	897.82
							VENDOR TOTAL *	.00 897.82
0002168 PW-1502	00	LINAWEAVER CONSTRUCTION, INC		00 08/31/2016	521-4240-442.62-18	CENTER ST WATER LINE	138,771.00	
							VENDOR TOTAL *	138,771.00
0002979 12229-2	00	LOCHNER, H W INC		00 08/24/2016	117-3130-431.62-22	PEDESTRIAN BRIDGE	EFT:	2,025.00
							VENDOR TOTAL *	.00 2,025.00
0004329 6392	00	LUCAS TOWING		00 09/01/2016	001-2110-421.31-15	TOWING SERVICES	215.00	
							VENDOR TOTAL *	215.00
0000125 B01Y20	00	MIDWEST PUBLIC RISK		00 09/02/2016 00 09/02/2016	001-1120-411.21-01 001-1140-411.21-01 001-1150-411.21-01 001-1305-413.21-01 001-1310-413.21-01 001-1330-413.21-01 001-2110-421.21-01 001-2120-421.21-01 001-2130-421.21-01 001-3110-431.21-01 001-3116-431.21-01 001-3120-431.21-01 001-3130-431.21-01 001-6105-461.21-01 001-6120-461.21-01 001-7110-471.21-01 001-7120-471.21-01 501-4110-441.21-01 501-4120-441.21-01	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	2,129.10 1,213.80 431.15 1,069.27 3,472.75 927.36 3,065.74 17,399.48 927.36 421.46 421.46 4,405.28 3,477.92 6,590.54 6,232.92 3,836.74 2,276.18 3,325.45 3,294.36

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000125	00	MIDWEST PUBLIC RISK						
B01Y20	000061		00	09/02/2016	501-4130-441.21-01	MONTHLY BILLING	EFT:	6,353.81
B01Y20	000062		00	09/02/2016	521-4220-442.21-01	MONTHLY BILLING	EFT:	4,183.36
B01Y20	000063		00	09/02/2016	521-4230-442.21-01	MONTHLY BILLING	EFT:	4,977.15
B01Y20	000065		00	09/02/2016	531-4320-443.21-01	MONTHLY BILLING	EFT:	3,611.07
B01Y20	000047		00	09/02/2016	601-1230-412.21-01	MONTHLY BILLING	EFT:	17.23
B01Y20	000047		00	09/02/2016	602-1340-413.21-01	MONTHLY BILLING	EFT:	2,493.09
B01Y20	000048		00	09/02/2016	604-1320-413.21-01	MONTHLY BILLING	EFT:	2,950.27
B01Y20	000043		00	09/02/2016	721-0000-202.03-08	MONTHLY BILLING	EFT:	24,690.41
						VENDOR TOTAL *	.00	114,194.71
0000132	00	NATIONAL SIGN CO., INC.						
IN-180039	003961		00	09/01/2016	001-3120-431.52-10	SIGNS & SIGN FACES	EFT:	385.90
IN-180130	003961		00	09/01/2016	001-3120-431.52-10	PED CROSSING BUTTON SIGNS	EFT:	19.95
						VENDOR TOTAL *	.00	405.85
0001269	00	O'DONNELL AND SONS CONSTRUCTION						
37177	003961		00	09/01/2016	001-3120-431.52-08	ASPHALT FOR PATCHING	EFT:	1,672.47
						VENDOR TOTAL *	.00	1,672.47
0003925	00	OCCUPATIONAL HEALTH CTRS OF KS PA						
1009630126	003961		00	09/01/2016	601-1230-412.31-15	PHYSICAL	EFT:	87.50
						VENDOR TOTAL *	.00	87.50
0000145	00	PEPSI-COLA						
51737005	003961		00	09/01/2016	001-6130-461.52-15	CONCESSION SUPPLIES	EFT:	597.14
						VENDOR TOTAL *	.00	597.14
0000150	00	QUILL CORPORATION						
8543097	003961		00	09/01/2016	501-4110-441.52-20	CHAIR MAT	119.99	
						VENDOR TOTAL *	119.99	
0003305	00	RICOH USA INC						
5044089969	003961		00	09/01/2016	501-4110-441.31-15	PRINTER LEASE	302.39	
						VENDOR TOTAL *	302.39	
0000530	00	RURAL WATER DISTRICT NO 7						
0231	003961		00	09/01/2016	551-4520-445.40-01	MONTHLY BILLING-AIRPORT	18.66	
						VENDOR TOTAL *	18.66	
0000160	00	SHAWNEE COPY CENTER INC.						
101075	003961		00	09/01/2016	001-2110-421.52-20	NOTARY STAMP	EFT:	22.00
						VENDOR TOTAL *	.00	22.00
0000171	00	STATE INDUSTRIAL PRODUCTS						
97895154	003961		00	09/01/2016	001-6120-461.52-01	CLEANING SUPPLIES	EFT:	1,237.65
						VENDOR TOTAL *	.00	1,237.65
0000203	00	SUPERIOR BOWEN ASPHALT COM., L.L.C.						
PW1602	PI0363 006367		00	09/01/2016	117-3120-431.62-05	PAVEMENT MANAGEMENT	52,511.40	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000203 PW1602	00	SUPERIOR BOWEN ASPHALT COM., PI0364 006368	00	09/01/2016	L.L.C. 117-3120-431.62-05	PAVEMENT MANAGEMENT	590,454.81	
						VENDOR TOTAL *	642,966.21	
0002545 RG 1370335	00	SWANK MOTION PICTURES, INC 003961	00	09/01/2016	001-6110-461.54-51	DVD-JUNGLE BOOK	EFT:	408.75
						VENDOR TOTAL *	.00	408.75
0099999 000026889	00	TADLOCK, CHRIS & MARK UT	00	08/26/2016	501-0000-229.00-00	MANUAL CHECK	202.63	
						VENDOR TOTAL *	202.63	
0000028 0816161 0816171	00	TRI-COUNTY NEWSPAPERS, INC. 003961 003961	00	09/01/2016 00 09/01/2016	001-1150-411.47-01 001-1150-411.47-01	LEGAL NOTICE LEGAL NOTICE	EFT: EFT:	69.00 207.00
						VENDOR TOTAL *	.00	276.00
0000366 AUG-16	00	WARDROBE CLEANERS INC. 003961	00	09/01/2016	001-2120-421.42-02	DRY CLEANING	622.50	
						VENDOR TOTAL *	622.50	
0004153 199135 199136 199135	00	WENGER OIL, INC PI0360 006364 PI0361 006364 003961	00	08/22/2016 00 08/22/2016 00 09/01/2016	551-4520-445.52-09 551-4520-445.52-09 551-4520-445.52-09	GASOLINE GASOLINE GASOLINE	EFT: EFT: EFT:	4,828.00 19,638.10 19.31
						VENDOR TOTAL *	.00	24,485.41
						EFT/EPAY TOTAL ***		162,825.65
						TOTAL EXPENDITURES ****	783,926.47	162,825.65
						*****		946,752.12
					GRAND TOTAL	*****		

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002024 2016-352 2016-352	00	AERIAL FX, INC PI0369 006371 PI0370 006371	00 09/09/2016 00 09/09/2016	001-6110-461.54-51 501-4110-441.31-15	FIREWORKS FIREWORKS	EFT: EFT:	5,000.00 8,000.00
					VENDOR TOTAL *	.00	13,000.00
0003238 372663-1	00	AMERICAN RIGGERS SUPPLY INC 003968	00 09/09/2016	501-4130-441.52-04	HOOK FOR BUCKET TRUCK	187.08	
					VENDOR TOTAL *	187.08	
0001366 8001605130 8001605129 8001602227	00	APAC KANSAS, INC 003970 003971 003969	00 09/09/2016 00 09/09/2016 00 09/09/2016	001-3120-431.47-38 001-3120-431.47-38 521-4230-442.52-12	SPOILS SPOILS DIRT	EFT: EFT: EFT:	55.00 55.00 110.00
					VENDOR TOTAL *	.00	220.00
0002420 BMS447378 BMS445223 BMS445225	00	BRENNTAG MID-SOUTH, INC PI0365 006079 003972 003973	00 08/18/2016 00 09/09/2016 00 09/09/2016	521-4220-442.52-13 521-4220-442.52-13 521-4220-442.52-13	CHEMICALS CHEMICALS CHEMICALS	EFT: EFT: EFT:	945.00 2,499.00 480.00
					VENDOR TOTAL *	.00	3,924.00
0004117 1385730713	00	CENTURYLINK BUSINESS SERVICES 003974	00 09/09/2016	602-1340-413.47-05	MONTHLY BILLING INTERNET	1,263.00	
					VENDOR TOTAL *	1,263.00	
0002321 OLA/033591 OLA/033591	00	CES 003975 003976	00 09/09/2016 00 09/09/2016	501-4120-441.52-02 501-4140-441.62-14	TOOLS FUSES, COUPLINGS	EFT: EFT:	19.22 32.03
					VENDOR TOTAL *	.00	51.25
0003729 219003	00	CHIEF SUPPLY CORPORATION 003977	00 09/09/2016	001-2110-421.53-02	RETIREMENT BADGE	EFT:	111.99
					VENDOR TOTAL *	.00	111.99
0099999 16-00000614	00	CHRIS ROME BONBP	00 09/08/2016	001-0000-322.01-00		72.00	
					VENDOR TOTAL *	72.00	
0000429 5005803396 5005803396 5005803397 5005803398	00	CINTAS CORPORATION 003981 003980 003979 003978	00 09/09/2016 00 09/09/2016 00 09/09/2016 00 09/09/2016	501-4120-441.31-15 501-4130-441.31-15 521-4220-442.31-15 531-4320-443.31-15	FIRST AID SUPPLIES FIRST AID SUPPLIES FIRST AID SUPPLIES FIRST AID SUPPLIES	EFT: EFT: EFT: EFT:	393.79 221.46 116.00 77.31
					VENDOR TOTAL *	.00	808.56
0002621 39405	00	CLAYCO ELECTRIC 003982	00 09/09/2016	521-4220-442.43-02	PUMP REPAIR	EFT:	893.00
					VENDOR TOTAL *	.00	893.00
0003640	00	CONTINENTAL RESEARCH CORP					

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003640 439152-CRC-2	00	CONTINENTAL RESEARCH CORP 003983	00 09/09/2016	521-4220-442.52-20	PERSONAL PROTECTIVE ITEMS	EFT:	428.15
					VENDOR TOTAL *	.00	428.15
0001246 P26998	00	DITCH WITCH SALES, INC 003984	00 09/08/2016	501-4130-441.52-04	REPAIR TRACKING WAND	1,143.78	
					VENDOR TOTAL *	1,143.78	
0000190 160375	00	DOUGLAS PUMP SERVICE, INC. 003984	00 09/08/2016	521-4220-442.43-02	BRACKET GUIDE-RAW PUMP	EFT:	3,274.00
					VENDOR TOTAL *	.00	3,274.00
0003481 817002267-16	00	DPC INDUSTRIES INC 003984	00 09/08/2016	521-4220-442.52-13	CHEMICALS	EFT:	1,060.00
					VENDOR TOTAL *	.00	1,060.00
0001762 433190 433190	00	DREXEL TECHNOLOGIES INC 003986 003986	00 09/09/2016 00 09/09/2016	001-3110-431.43-02 001-7110-471.43-02	PRINTER CONTRACT PRINTER CONTRACT	EFT: EFT:	61.20 61.20
					VENDOR TOTAL *	.00	122.40
0002511 20415 20419 20420 20417 20416 20405 20407	00	ENRIGHT LAWNS, INC 003984 003984 003984 003984 003984 003984 003984	00 09/08/2016 00 09/08/2016 00 09/08/2016 00 09/08/2016 00 09/08/2016 00 09/08/2016 00 09/08/2016	001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56 001-7120-471.47-56	MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT	EFT: EFT: EFT: EFT: EFT: EFT: EFT:	60.00 60.00 585.00 60.00 60.00 60.00 60.00
					VENDOR TOTAL *	.00	945.00
0001528 93170555	00	ESRI, INC. 003984	00 09/08/2016	602-1340-413.47-05	ARC GIS MAINTENANCE	EFT:	1,700.00
					VENDOR TOTAL *	.00	1,700.00
0003876 S261088	00	EUROFINS EATON ANALYTICAL PI0366 006127	00 08/29/2016	521-4220-442.31-15	LAB SUPPLIES	EFT:	437.00
					VENDOR TOTAL *	.00	437.00
0002956 KSKA331397	00	FASTENAL CO. 003984	00 09/08/2016	501-4120-441.52-02	DRILL TAPS	EFT:	35.18
					VENDOR TOTAL *	.00	35.18
0001101 59465 59465 59465 59465 59465 59465 59465	00	GARDNER DISPOSAL SERVICE 002099 002100 002101 002102 002103 002104	00 09/09/2016 00 09/09/2016 00 09/09/2016 00 09/09/2016 00 09/09/2016 00 09/09/2016	603-3150-431.40-02 603-3150-431.40-02 603-3150-431.40-02 603-3150-431.40-02 603-3150-431.40-02 603-3150-431.40-02	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	EFT: EFT: EFT: EFT: EFT: EFT:	25.00 17.50 17.50 17.50 17.50 17.50
						EFT:	129.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001101	00	GARDNER DISPOSAL SERVICE						
59465		002105	00	09/09/2016	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
59465		002106	00	09/09/2016	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
59465		002107	00	09/09/2016	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
59465		002108	00	09/09/2016	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
59465		002110	00	09/09/2016	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
59465		000580	00	09/09/2016	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
						VENDOR TOTAL *	00	400.00
0000085	00	GOLDEN GOOSE FLORAL						
005049/005053		003984	00	09/08/2016	001-1110-411.54-51	FLOWER ARRANGEMENTS	205.00	
						VENDOR TOTAL *	205.00	
0003388	00	HELGET GAS PRODUCTS						
01080128		003984	00	09/08/2016	001-6130-461.52-20	MEDICAL D W/GO VALVE	8.00	
						VENDOR TOTAL *	8.00	
0000297	00	HERITAGE-CRYSTAL CLEAN						
14178569		003984	00	09/08/2016	521-4230-442.52-12	SPOILS REMOVAL	EFT:	205.17
						VENDOR TOTAL *	.00	205.17
0000759	00	HICKMAN HEATING & AIR CONDITIONING						
AUG 2016		003984	00	09/08/2016	521-4220-442.43-02	AC REPAIR	EFT:	684.00
						VENDOR TOTAL *	.00	684.00
0001536	00	ICE MASTERS INC.						
2259441		003984	00	09/08/2016	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
						VENDOR TOTAL *	.00	83.00
0000405	00	JOHNSON COUNTY GOVERNMENT						
1211001		003984	00	09/08/2016	602-1340-413.47-05	RTA SOFTWARE	225.00	
						VENDOR TOTAL *	225.00	
0002760	00	KA-COMM, INC						
141545		003984	00	09/08/2016	001-2120-421.43-05	RADIO REPAIR	55.00	
						VENDOR TOTAL *	55.00	
0000999	00	KACE						
AUG 2016		003989	00	09/09/2016	001-7120-471.46-01	CODES WINTER CONFERENCE	199.00	
						VENDOR TOTAL *	199.00	
0001139	00	KACM TREASURER						
AUG 2016		003988	00	09/09/2016	001-1330-413.46-01	KACM CONFERENCE	65.00	
						VENDOR TOTAL *	65.00	
0000111	00	KANSAS CITY POWER & LIGHT						
4469208877		003984	00	09/08/2016	521-4220-442.40-05	MONTHLY BILLING	58.00	
7011930732		003984	00	09/08/2016	531-4320-443.40-05	MONTHLY BILLING	349.08	
						VENDOR TOTAL *	407.08	
0001398	00	KANSAS CITY STAR-ADS						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001398 377329	00	KANSAS CITY STAR-ADS 003986	00 09/09/2016	001-1140-411.46-03	JOB ADS	EFT:	331.38
					VENDOR TOTAL *	.00	331.38
0003919 053767000	00	KANSAS CITY STAR-ONLINE ADS 003984	00 09/08/2016	001-1140-411.46-03	JOB ADS	712.50	
					VENDOR TOTAL *	712.50	
0002671 510312632 510603586	00	KANSAS GAS SERVICE 003984 003984	00 09/08/2016 00 09/08/2016	501-4130-441.40-04 551-4520-445.40-04	MONTHLY BILLING MONTHLY BILLING	46.18 51.23	
					VENDOR TOTAL *	97.41	
0000112 6080259 6080658 6080256 6080258	00	KANSAS ONE-CALL SYSTEM, INC. 003984 003984 003984 003984	00 09/08/2016 00 09/08/2016 00 09/08/2016 00 09/08/2016	001-3120-431.31-15 501-4130-441.40-06 521-4230-442.40-06 531-4330-443.40-06	LOCATES LOCATES LOCATES LOCATES	EFT: EFT: EFT: EFT:	445.00 496.00 1,004.00 446.00
					VENDOR TOTAL *	.00	2,391.00
0002232 K151908 K151973	00	KC CORING & CUTTING 003984 003984	00 09/08/2016 00 09/08/2016	521-4220-442.43-02 603-3150-431.31-15	HOLES-TRANSFER WELLS HANDRAIL INSTAL	344.06 434.88	
					VENDOR TOTAL *	778.94	
0004256 2488	00	KC UTILITY PACKAGING, INC PI0371 006327	00 08/29/2016	501-4140-441.62-14	DISCONNECT SWITCH	17,577.06	
					VENDOR TOTAL *	17,577.06	
0000784 247502 247486 247501	00	KEY EQUIPMENT & SUPPLY CO 003984 003985 003985	00 09/08/2016 00 09/08/2016 00 09/08/2016	531-4330-443.52-04 531-4330-443.52-04 531-4330-443.52-04	VAC TRUCK TRUCK PART TRUCK REPAIR	EFT: EFT: EFT:	152.50 71.54 385.18
					VENDOR TOTAL *	.00	609.22
0000116 S101395260	00 002	KRIZ-DAVIS CO. 003985	00 09/08/2016	501-4130-441.52-31	FUSES	EFT:	277.44
					VENDOR TOTAL *	.00	277.44
0000673 579438 579438	00	LASER EQUIPMENT, INC 003985 003985	00 09/08/2016 00 09/08/2016	521-4230-442.52-20 531-4330-443.52-20	PRINTER INK PRINTER INK	EFT: EFT:	49.50 49.50
					VENDOR TOTAL *	.00	99.00
0000233 12052	00	MAXIMUM LAWN CARE PI0368 006284	00 09/06/2016	001-3120-431.31-15	MOWING SERVICES	EFT:	1,810.00
					VENDOR TOTAL *	.00	1,810.00
0000375 16-646	00	MID AMERICAN SIGNAL, INC. 003985	00 09/08/2016	001-3120-431.31-15	TRAFFIC SIGNAL REPAIR	EFT:	437.50

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000375 16-646	00	MID AMERICAN SIGNAL, INC. 003985	00 09/08/2016	001-3120-431.52-10	TRAFFIC SIGNAL REPAIR	EFT:	95.00
					VENDOR TOTAL *	.00	532.50
0001369 163410	00	MID-AMERICA VALVE & EQUIPMENT CO 003985	00 09/08/2016	531-4320-443.43-02	ELEC GATE ACTUATOR	EFT:	623.00
					VENDOR TOTAL *	.00	623.00
0003579 58053	00	MID-STATES MATERIALS LLC 003985	00 09/08/2016	521-4230-442.52-12	ROCK	293.28	
					VENDOR TOTAL *	293.28	
0000130 4049006	00	MOBILFONE 003985	00 09/08/2016	501-4130-441.40-03	MONTHLY BILLING	EFT:	62.37
					VENDOR TOTAL *	.00	62.37
0002662 29746302	00	OLATHE MEDICAL CENTER, INC 003985	00 09/08/2016	001-2110-421.31-11	BLOOD DRAW	24.35	
					VENDOR TOTAL *	24.35	
0000142 114124 113950 113894	00	OLATHE WINWATER WORKS 003985 003985 003985	00 09/08/2016 00 09/08/2016 00 09/08/2016	521-4230-442.52-12 521-4230-442.52-12 521-4230-442.52-12	PLUGS VALVE REPAIRS SADDLES	EFT: EFT: EFT:	42.00 2,058.00 430.18
					VENDOR TOTAL *	.00	2,530.18
0000149 74071990	00	PRAXAIR DISTRIBUTION INC 003985	00 09/08/2016	603-3150-431.44-02	CYLINDER RENTAL	EFT:	35.37
					VENDOR TOTAL *	.00	35.37
0004198 453584	00	PROTECT YOUTH SPORTS 003985	00 09/08/2016	001-6110-461.47-53	BACKGROUND CHECKS	EFT:	310.70
					VENDOR TOTAL *	.00	310.70
0000150 8537322	00	QUILL CORPORATION 003985	00 09/08/2016	521-4220-442.52-20	OFFICE SUPPLIES-DESK	319.99	
					VENDOR TOTAL *	319.99	
0003305 5044039301	00	RICOH USA INC 003985	00 09/08/2016	602-1340-413.43-02	COPY CONTRACT	193.58	
					VENDOR TOTAL *	193.58	
0004106 82871	00	SIR SPEEDY PRINTING AND MARKETING 003985	00 09/08/2016	001-1120-411.47-02	PRINTING-ANNUAL REPORT	212.00	
					VENDOR TOTAL *	212.00	
0003934 484366 485430	00	.SM CORPORATE CARE 003985 003985	00 09/08/2016 00 09/08/2016	601-1230-412.31-15 601-1230-412.46-02	PHYSICAL MRO SET UP/DOT ANNUAL FEE	250.00 225.00	
					VENDOR TOTAL *	475.00	
0001709	00	SPRINT					

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001709	00	SPRINT						
403233312-176	004226		00	09/09/2016	001-1120-411.40-03	MONTHLY BILLING	EFT:	75.14
403233312-176	004228		00	09/09/2016	001-1140-411.40-03	MONTHLY BILLING	EFT:	37.57
403233312-176	004232		00	09/09/2016	001-1305-413.40-03	MONTHLY BILLING	EFT:	37.57
403233312-176	002354		00	09/09/2016	001-2110-421.40-03	MONTHLY BILLING	EFT:	254.25
403233312-176	002354		00	09/09/2016	001-2110-421.40-03	MONTHLY BILLING	EFT:	264.92
403233312-176	004228		00	09/09/2016	001-2110-421.40-03	MONTHLY BILLING	EFT:	112.71
403233312-176	002354		00	09/09/2016	001-2120-421.31-15	MONTHLY BILLING	EFT:	355.94
403233312-176	004228		00	09/09/2016	001-3110-431.40-03	MONTHLY BILLING	EFT:	16.45
403233312-176	002354		00	09/09/2016	001-3116-431.40-03	MONTHLY BILLING	EFT:	16.34
403233312-176	002354		00	09/09/2016	001-3120-431.40-03	MONTHLY BILLING	EFT:	70.25
403233312-176	004228		00	09/09/2016	001-3130-431.40-03	MONTHLY BILLING	EFT:	37.57
403233312-176	002354		00	09/09/2016	001-6105-461.40-03	MONTHLY BILLING	EFT:	250.26
403233312-176	002354		00	09/09/2016	001-6120-461.40-03	MONTHLY BILLING	EFT:	142.90
403233312-176	004228		00	09/09/2016	001-7110-471.40-03	MONTHLY BILLING	EFT:	37.57
403233312-176	004228		00	09/09/2016	001-7120-471.40-03	MONTHLY BILLING	EFT:	91.48
403233312-176	004230		00	09/09/2016	501-4110-441.40-03	MONTHLY BILLING	EFT:	101.59
403233312-176	004230		00	09/09/2016	501-4120-441.40-03	MONTHLY BILLING	EFT:	32.79
403233312-176	004230		00	09/09/2016	501-4130-441.40-03	MONTHLY BILLING	EFT:	49.24
403233312-176	006431		00	09/09/2016	521-4220-442.40-03	MONTHLY BILLING	EFT:	105.59
403233312-176	002354		00	09/09/2016	521-4230-442.40-03	MONTHLY BILLING	EFT:	32.68
403233312-176	002354		00	09/09/2016	531-4320-443.40-03	MONTHLY BILLING	EFT:	156.95
403233312-176	002354		00	09/09/2016	531-4330-443.40-03	MONTHLY BILLING	EFT:	32.79
403233312-176	002354		00	09/09/2016	602-1340-413.40-03	MONTHLY BILLING	EFT:	628.31
403233312-176	003965		00	09/07/2016	602-1340-413.40-03	MONTHLY BILLING	EFT:	363.97
403233312-176	003966		00	09/07/2016	602-1340-413.47-05	MONTHLY BILLING	EFT:	10.00
403233312-176	004228		00	09/09/2016	603-3150-431.40-03	MONTHLY BILLING	EFT:	37.57
403233312-176	002354		00	09/09/2016	604-1320-413.40-03	MONTHLY BILLING	EFT:	81.70
VENDOR TOTAL *							.00	3,434.10
0002012	00	SYSTEMS MANUFACTURING, INC						
M2754	003985		00	09/08/2016	521-4220-442.43-02	CONTROL REPAIRS	EFT:	4,615.00
M2756	003985		00	09/08/2016	521-4220-442.43-02	SCADA REPAIRS	EFT:	993.66
VENDOR TOTAL *							.00	5,608.66
0002055	00	TG TECHNICAL SERVICES						
12178	003985		00	09/08/2016	521-4220-442.31-15	CALIBRATE CHLORINE MONITO	EFT:	423.95
VENDOR TOTAL *							.00	423.95
0003961	00	UNIVAR USA INC						
KC687018	003985		00	09/08/2016	521-4220-442.52-13	CHEMICALS	4,192.40	
VENDOR TOTAL *							4,192.40	
0000238	00	USA BLUE BOOK						
038020	003985		00	09/08/2016	521-4220-442.52-12	VALVE KIT	EFT:	76.31
037972	003985		00	09/08/2016	521-4220-442.52-12	VALVES FOR CHEMICAL PUMP	EFT:	573.25
VENDOR TOTAL *							.00	649.56
0000366	00	WARDROBE CLEANERS INC.						
20355	003985		00	09/08/2016	001-1120-411.52-20	DRY CLEANING	315.00	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000366	00	WARDROBE CLEANERS INC.					
					VENDOR TOTAL *	315.00	
0003221	00	WEX BANK					
46583170		000481	00 09/09/2016	001-2110-421.52-09	MONTHLY BILLING	EFT:	154.58
46583170		000481	00 09/09/2016	001-2120-421.52-09	MONTHLY BILLING	EFT:	4,270.15
46583170		000481	00 09/09/2016	001-2130-421.52-09	MONTHLY BILLING	EFT:	84.14
46583170		000481	00 09/09/2016	001-3116-431.52-09	MONTHLY BILLING	EFT:	77.70
46583170		000481	00 09/09/2016	001-3120-431.52-09	MONTHLY BILLING	EFT:	1,050.37
46583170		000481	00 09/09/2016	001-3130-431.52-09	MONTHLY BILLING	EFT:	367.10
46583170		000481	00 09/09/2016	001-6120-461.52-09	MONTHLY BILLING	EFT:	1,694.55
46583170		000481	00 09/09/2016	001-7120-471.52-09	MONTHLY BILLING	EFT:	112.03
46583170		000481	00 09/09/2016	603-3150-431.52-09	MONTHLY BILLING	EFT:	44.87
46583170		000481	00 09/09/2016	604-1320-413.52-09	MONTHLY BILLING	EFT:	438.19
					VENDOR TOTAL *	.00	8,293.68
0003847	00	WIN-911 SOFTWARE					
1608046766		003985	00 09/08/2016	521-4220-442.31-15	SCADA/DIALER SOFTWARE	EFT:	495.00
					VENDOR TOTAL *	.00	495.00
0004061	00	ZONES, INC					
K0433754		PI0367 006370	00 08/24/2016	602-1340-413.47-05	MICROSOFT OFFICE SOFTWARE		19,568.85
					VENDOR TOTAL *	19,568.85	
					EFT/EPAY TOTAL ***		56,899.81
					TOTAL EXPENDITURES ****	48,590.30	56,899.81
				GRAND TOTAL	*****		105,490.11

COUNCIL ACTION FORM

CONSENT ITEM NO. 3

MEETING DATE: SEPTEMBER 19, 2016

STAFF CONTACT: CHRIS MORROW, MAYOR

Agenda Item: Consider appointments to the Streets, Sidewalks and Stormwater Advisory Committee

Strategic Priority: Infrastructure & Asset Management

Department: Mayor and Council

Staff Recommendation:

Appoint Mike Reynolds and Michael Blanchard to the Streets, Sidewalks and Stormwater Advisory Committee.

Background/Description of Item:

The terms of Streets, Sidewalks and Stormwater Advisory Committee members Jeff Cordray and Andy Stevens expired in August 2016. Mr. Cordray and Mr. Stevens declined to serve another term.

Councilmember Moore has recommended the appointment of Mike Reynolds to replace Andy Stevens and Mayor Morrow has recommended the appointment of Michael Blanchard to replace Mr. Cordray. The recommendation was sent to the Governing Body on August 31, 2016.

Financial Impact: N/A

Attachments: N/A

Suggested Motion:

Appoint Mike Reynolds and Michael Blanchard to the Streets, Sidewalks and Stormwater Advisory Committee with their terms expiring in August 2019.

COUNCIL ACTION FORM

CONSENT ITEM NO. 4

MEETING DATE: SEPTEMBER 19, 2016

STAFF CONTACT: BRIAN FAUST, DIRECTOR OF PUBLIC WORKS

Agenda Item: Authorizing Payment for Replacement Housing and Moving Expenses for the Tenant Relocation at 32180 U.S. 56, Located in the RPZ for the Gardner Municipal Airport

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Authorize payment for relocation expenses for Anthony and Michele Golden, tenants at 32180 U.S. 56 Highway, known as the Paulsen Property, in a total amount of \$33,600.00.

Background/Description of Item:

During the June 20, 2016 meeting, Council authorized the purchase of the Paulsen property located at the south end of the Gardner Municipal Airport and at the August 1, 2016 meeting, Council authorized the execution of the Grant Offer Acceptance Agreement associated with the property purchase. The next step in this process involves relocation of the tenant. The FAA has reviewed and approved the tenant relocation expenses and a copy of the signed and approval Final Relocation Report is attached. These expenses are reimbursable at 90%.

The city's consultant, PEC, is working on the specifications for removing the structures and clearing this property. Once the property is cleared, a grant application will be submitted to the FAA requesting reimbursement for both the tenant relocation costs and the removal/clearing costs.

Financial Impact:

Cost for the tenant relocation is as follows:

Replacement Housing Payment =	\$29,400.00
<u>Moving Expenses Payment =</u>	<u>\$ 4,200.00</u>
Total Tenant Relocation Cost =	\$33,600.00

FAA Reimbursement: 90% (\$33,600) = \$30,240.00

City's Portion: 10% (\$33,600) = \$ 3,360.00

Attachments:

- Final Relocation Report signed by the FAA

Suggested Motion:

Authorize payment for relocation expenses for Anthony and Michele Golden, tenants at 32180 U.S. 56 Highway, known as the Paulsen Property, in a total amount of \$33,600.00.

RELOCATION REPORT

Study
 Final

Project Number: MROW 465
32180 U.S. 56 Highway
Project Location: Gardner, Kansas 66030
Control Number: N/A
Tract Number: 1
Owner: James Dean Paulsen
Property Tenant: Anthony and Michele Golden
32180 U.S. 56 Highway
Property Address: Gardner, Kansas 66030

Replacement Housing Payment	\$	<u>29,400.00</u>
Interest Differential Payment	\$	<u>N/A</u>
Incidental Expense Payment	\$	<u>N/A</u>
Tax Differential Payment	\$	<u>N/A</u>
Moving Expense Payment – Self-Move	\$	<u>4,200.00</u>
In Lieu of Moving Payment	\$	<u>N/A</u>
Searching Expense Payment	\$	<u>N/A</u>
Reestablishment	\$	<u>N/A</u>

I hereby certify:

That the amount of the replacement housing payment is \$29,400.00.

That I have no direct or indirect, present or contemplated future personal interest in the transaction, nor will I derive any benefit from the replacement housing payment, or any of the above stated payments.

Maria Rodriguez
Maria Rodriguez
8-26-16
(Date)

- Approved as submitted
- Approved when used with attached review

City of Gardner, Kansas

BY: Amy Paulsen
(Reviewer)
8/29/16
(Date)

RELOCATION ASSISTANCE PAYMENT CLAIM

PROJECT NUMBER: MROW 465	CONTROL NUMBER: N/A
PROJECT LOCATION: Gardner Kansas	TRACT: 1
NAME: Anthony and Michele Golden	
OLD ADDRESS: 32180 U.S. 56 Highway, Gardner, Kansas 66030	DATE MOVED:
NEW ADDRESS: 102 East Martin Street, Edgerton, Kansas 66021	NEW PHONE NUMBER: 913-653-4664

PAYMENTS BEING CLAIMED		
<input checked="" type="checkbox"/> REPLACEMENT HOUSING	<input type="checkbox"/> TAX DIFFERENTIAL	<input type="checkbox"/> SEARCHING EXPENSE
<input type="checkbox"/> INTEREST DIFFERENTIAL	<input type="checkbox"/> MOVING EXPENSE	<input type="checkbox"/> REESTABLISHMENT
<input type="checkbox"/> INCIDENTAL EXPENSE	<input type="checkbox"/> DIRECT LOSS	<input type="checkbox"/> IN LIEU

TYPE OF DISPLACEMENT	STATUS	OCCUPANCY
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> OWNER	<input checked="" type="checkbox"/> 90 DAYS OR MORE
<input type="checkbox"/> BUSINESS	<input checked="" type="checkbox"/> TENANT	<input type="checkbox"/> LESS 90 DAYS
<input type="checkbox"/> FARM	<input type="checkbox"/> MOBILE HOME	
<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> SLEEPING ROOM	

REPLACEMENT HOUSING PAYMENT <i>(A Supplemental Payment for)</i>	MOVING EXPENSE RESIDENTIAL
1 An Owner Occupant purchasing a replacement dwelling \$	1 Actual reasonable moving expense, supported by receipted bills or other acceptable evidence of expense <i>(Please attach)</i> - OR - \$
2 An Owner Occupant renting a replacement dwelling \$	2 Scheduled moving expense \$ 4,200.00
3 A Tenant Occupant renting a replacement dwelling \$	
4 A Tenant Occupant purchasing a replacement dwelling \$ 29,400.00	

INTEREST DIFFERENTIAL <i>(A Supplemental Payment for)</i>	BUSINESSES, FARMS, NONPROFIT ORGANIZATIONS
1 Increased interest costs \$	1 Actual reasonable moving expenses, supported by receipted bills or other acceptable evidence of expense <i>(Please attach)</i> - OR - \$
2 Loan fee and/or points \$	1 An amount not to exceed the lower of two firm bids from qualified bidders, obtained by the State \$
TOTAL → \$	2 Actual reasonable reestablishment expenses supported by receipted bills or other evidence of expenses <i>(Please attach)</i> \$

INCIDENTAL EXPENSE	BUSINESSES, FARMS, NONPROFIT ORGANIZATIONS
1 Title Search \$	2 Actual direct losses of tangible personal property <i>(Consult with the Relocation Representative before making this selection)</i> \$
2 Closing Fees \$	3 Actual reasonable searching expenses supported by receipted bills and a certified statement of time spent in search <i>(Please attach)</i> \$
3 Notary Fees \$	4 Payment "In Lieu" of moving expenses stated above. A payment determined by the average annual net income for the past two years. The maximum payment is \$20,000. <i>(Excluding the year of relocation)</i> <i>(Attach proper documentation)</i>
4 Surveys or Plats \$	5
5 Recording Fees \$	YEAR NET INCOME \$
6 Lenders, FHA, or VA Appraisal Fee \$	YEAR NET INCOME \$
7 FHA or VA Application Fee \$	TOTAL \$ + 2 = \$
8 Certificate of Structural Soundness \$	TOTAL → \$
9 Credit Report \$	
10 Title Insurance or Abstract 1/2 of \$ \$	
11 State Revenue Stamps \$	
12 Sales Tax on Mobile Home \$	
13 Points for Tenant Down payment \$	
14 Mortgage Default Insurance \$	
15 Whole Home Inspection \$	
16 Pest Inspection \$	
TOTAL → \$	\$

CLAIMANT CERTIFICATION

I (We) certify under the penalties and provisions of applicable laws that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (we) have not submitted any other claim for, or received reimbursement from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) understand that if I am (we are) not entirely eligible to receive the payment(s) being claimed at this time, I (we) understand that these payments will only be released to me (us) after I am (we are) fully eligible to receive them.

REMARKS:

The tenants Anthony and Michele Golden are eligible to receive a rental assistance payment in the amount of \$29,400.00. They have elected to purchase a property located at 102 East Martin Street, Edgerton, Kansas and the rental assistance proceeds will go towards the purchase of the property.

Mr. and Mrs. Golden are eligible to receive self move payments totaling \$4,200.00. The first portion of \$2,200.00 will be provided when the move is initiated. The final payment of \$2,000.00 will be given upon vacancy verification of the displacement property.

PLEASE SIGN, DATE, AND INCLUDE YOUR FEDERAL I.D. NUMBER. IF NONE, INCLUDE YOUR SOCIAL SECURITY NUMBER

SIGNATURE OF CLAIMANT: Anthony Golden	DATE:	SIGNATURE OF CLAIMANT: Michele Golden	DATE:
<input type="checkbox"/> Federal I.D.	<input type="checkbox"/> Social Security No.:	<input type="checkbox"/> Federal I.D.	<input type="checkbox"/> Social Security No.:
RECOMMENDED BY		APPROVED BY:	
RELOCATION OFFICER: Maria Rodriguez	DATE: 8-26-16	RELOCATION ASSISTANCE APPROVAL: <i>(Signature)</i>	DATE: 8/29/16

COUNCIL ACTION FORM

COMMITTEE ITEM No. 1

MEETING DATE: SEPTEMBER 19, 2016

STAFF CONTACT: Gonz Garcia, Utilities Director

Agenda Item: Consider authorizing the City Administrator to execute a supply contract to Integrated Controls, Inc. for Kill Creek Water Resource Recovery Facility SCADA Improvements, Project No. WW1604

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Water Division

Board/Commission Recommendation:

On September 1, 2016, the Utility Advisory Commission approved a recommendation to the City Council to award a contract to Integrated Controls, Inc. in the amount of \$160,451.00 for SCADA and PLC hardware Upgrades, for the purpose of Kill Creek Water Resource Recovery Facility SCADA Improvements.

Staff Recommendation:

Staff recommends that the City Council award a contract to Integrated Controls, Inc. in the amount of \$160,451.00 for SCADA and PLC hardware Upgrades, for the purpose of Kill Creek Water Resource Recovery Facility SCADA Improvements.

Background/Description of Item:

The Kill Creek Water Resource Recovery Facility is in need of a Supervisory Control and Data Acquisition (SCADA) upgrade. The SCADA system monitors and controls the processes in the facility. The facility uses Wonderware software for the SCADA system operating on two computers. One of the originally installed computers was replaced in 2007. SCADA improvements were recommended in the 2015 Wastewater Utility Assessment Project No. 82296. The existing hardware and software is outdated and obsolete, making repairs and maintenance of the existing system impractical and in need of immediate replacement.

A Request for Proposals was issued and advertised on our website and in the Gardner News, it was also picked up by several plan rooms. A total of 21 companies requested copies of the RFP documents. However, only 2 responses to the RFP were received.

The responders were:

- Capital Electric Construction Company, Inc.
- Integrated Controls, Inc.

In accordance with the purchasing policy a selection committee was formed to review the proposals, and make a recommendation to the Utility Advisory Committee. The committee included the following members:

- Gonzalo Garcia, Utilities Director, Committee chair
- Amy Foster, Customer Service Manager
- Scott Millholland, Plant Superintendent
- Michael Kramer, Utilities Manager

- Brian Faust, Public Works Director

The selection committee met on August 19, 2016 to review the proposals and evaluated the responses as set forth in the city purchasing policy and on the following criteria included in the RFP:

1. Meeting Systems Integrator Requirements
2. Qualifications
3. Implementation Plan
4. Project Schedule
5. Scope of Services
6. Project Price

The selection committee unanimously agreed that Capital Electric did not meet the systems integrator requirements and qualifications as set forth in the RFP.

The selection committee unanimously agreed that Integrated Controls, Inc. met the Systems Integrator Requirements as set forth in the RFP. The committee reviewed the lump price proposal of \$160,451.00 and believed that it was fair and reasonable based on the scope of services, previous estimates, and the project budget.

Financial Impact:

The project is included in the 2016 Wastewater Equipment Budget, 61-04, funded at the estimated amount of \$182,550.00. The proposal is about 12% below the budgeted amount.

Attachments included:

- a. Agreement for Purchase of Goods Contract including Appendix A – RFP, and Appendix B – Scope and price
- b. Proposal from DXP SuperCenter
- c. August 4, 2016, UAC Meeting Draft Minutes Excerpt

Suggested Motion:

Authorize the City Administrator to award a supply contract to Integrated Controls, Inc. in the amount of \$160,451.00 for SCADA and PLC hardware Upgrades, for the purpose of Kill Creek Water Resource Recovery Facility SCADA Improvements, Project No. WW1604.

AGREEMENT FOR PURCHASE OF GOODS

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

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal to sell SCADA and PLC hardware Upgrades, for the purpose of **Kill Creek Water Resource Recovery Facility SCADA Improvements**; and

WHEREAS, City desires to purchase said SCADA and PLC hardware Upgrades from Vendor; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

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

AGREEMENT

1.0 Purpose.

Vendor will sell and deliver **Kill Creek Water Resource Recovery Facility SCADA Improvements**, as requested in (1) **City's PROJECT #1604 - Kill Creek Water Resource Recovery Facility SCADA Improvements**; and (2) as outlined in Vendor's response to said RFP. Vendor agrees that it has carefully reviewed the RFP, and it understands the nature and scope of the RFP's terms and conditions. The parties agree that time is of the essence in Vendor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from September 1, 2016 to March 31, 2017 unless terminated earlier in accordance with the provisions of Article 3 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified firm to provide goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the goods and services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

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

4.3 All invoices should be sent to Utilities Manager.

4.4 Compensation Table

ITEM	Milestone	Value
1. Headworks Bar Screen Controls and Instruments	Installation of Controls hardware/PLC Program	\$ 22,463
2. Treatment Building Blower Controls	Installation of Controls hardware/PLC Program	\$ 22,463
3. Sludge Handling Controls	Installation of Flow Meter Controls hardware in remote panel	\$ 3,209
4. Update SCADA PC's and Wonderware	PC's, Software, Monitors, iPads On-Site (Preprogrammed)	\$ 66,391
5. Main Lab Bldg and Treatment Bldg Main Controls	Installation of Controls hardware/PLC Program	\$ 29,845
6. Bldg 4 Lift Station	Tie-in existing controls to new network	\$ 8,023
7. O&M and Owner Acceptance		\$ 8,057
		\$ 160,451.00

5.0 Cash Basis and Budget Laws.

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

6.0 Indemnification.

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

7.0 Insurance.

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

The following insurance coverages:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Products Liability Insurance - The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

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

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

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

OR

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

8.0 Conflict of Interest.

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

9.0 Nondiscrimination.

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

10.0 Facilities and Equipment.

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

11.0 Accessibility.

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

12.0 Records, Ownership and Inspection.

12.1 Ownership of Documents.

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

12.2 Open Records.

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

13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees

shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

14.0 Compliance with Laws.

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

15.0 Assignment.

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

16.0 Confidentiality.

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

17.0 Notices.

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

To City: Michael E. Kramer, P.E.
City of Gardner, Utility Manager
1150 E. Santa Fe. St.
Gardner, KS 66030

To Vendor: Brad Baltzell
Integrated Controls, Inc.
15707 South Mahaffie Street
Olathe, KS 66062

18.0 Amendments.

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

18.2 This document may be amended only by written instrument, signed by both City and Vendor.

19.0 No Third Party Beneficiaries.

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

- 20.0 Force Majeure.
City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.
- 21.0 Titles.
The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 22.0 Negotiations.
City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.
- 23.0 Costs and Attorneys Fees.
If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 24.0 Severability.
If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 25.0 Authority to Enter into Agreement.
Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 26.0 Incorporation of Appendices.
Appendix A - City PROJECT #WW1604, Kill Creek Water Resource Recovery Facility SCADA Improvements RFP, and Appendix B -- Response to RFP, VENDOR'S SCOPE OF SUPPLY, LUMP SUM PRICE are attached hereto and made a part hereof as if fully set out herein.

27.0 Entire Agreement.

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

28.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

VENDOR

(Mayor/City Administrator)

Its Authorized Agent (Roger A Hansen, VP)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

Appendix A – City PROJECT #WW1604,
Kill Creek Water Resource Recovery Facility
SCADA Improvements RFP

Gardner Utilities Department



REQUEST FOR PROPOSALS

Kill Creek Water Resource Recovery Facility SCADA Improvements

August 2016

Contact Information

Mr. Scott Millholland, KCWRRF Supervisor (913)856-0986

Mr. Michael E. Kramer, Utilities Manager (913)856-0999

CITY OF GARDNER

REQUEST FOR PROPOSALS

Sealed proposals for **Kill Creek Water Resource Recovery Facility SCADA Improvements** will be accepted by the City of Gardner, Kansas, at the Utility Manager's Office, Utility Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030, until **11:00 A.M.** (local time) on **August 17th, 2016**, at which time the proposals will be taken under advisement, and the names of respondents will be made available for public record; all other information is confidential until contract negotiations are completed. **Any proposal received after the designated closing time will not be considered and will be returned unopened.**

All proposals shall be submitted to the Gardner Utility Department in sealed envelopes addressed to the City of Gardner, Kansas, Attention: Utility Manager, marked "**Proposal for: Kill Creek Water Resource Recovery Facility SCADA Improvements.**" Copies of the Request for Proposal documents are on file at the Utilities Department, 1150 E. Santa Fe Street, Gardner, KS, 66030.

A mandatory pre-proposal site visit is required. Coordinate with Scott Millholland at (913) 238-4154 prior to August 12th, 2016. **Any proposal received from a contractor who has not visited the site will be subject to rejection.**

Those desiring RFP Documents for use in preparing proposal may obtain a set of such documents at the address above upon payment of Five and No/100 Dollars (\$5.00), which amount is non-refundable. **RFP documents may be obtained via e-mail at no charge,** cindyweeks@gardnerkansas.gov.



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Note: RFP Appendix A - Professional Services Agreement Omitted from Agreement for Purchase of Goods - Appendix A for clarity.



Pre-Proposal Questions and Site Visit

Kill Creek Water Resource Recovery Facility SCADA Improvements

A. PRE- PROPOSAL QUESTIONS

All Vendors are prohibited from contacting City officials, consultants, or staff, regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the City contact specified below. Failure to comply with this provision could result in the rejection of a Vendor's proposal.

All questions regarding the proposal documents and proposal should be directed in writing, via e-mail, or posted mail to:

Mr. Scott Millholland, KCWRRF Supervisor
1150 E. Santa Fe St.
Gardner, KS 66030
KCWRRF Supervisor
smillholland@gardnerkansas.gov

Pre-proposal questions will be accepted until August 12th, midnight.

B. Mandatory Pre-Proposal Site Visit

A mandatory pre-proposal site visit is required. Coordinate with Scott Millholland at (913) 238-4154 prior to August 12th, 2016. **Any proposal received from a contractor who has not visited the site will be subject to rejection.**

Background Information

Kill Creek Water Resource Recovery Facility SCADA Improvements

A. Background Information

The City of Gardner Utilities Department (Owner) is issuing a Request for Proposal (RFP) for SCADA improvements. This RFP is specifically intended for systems integrators regularly engaged in the design and installation of instrumentation systems and their associated subsystems as they are applied to the municipal water and wastewater industry (see submittal requirements herein). It is the intent of the Owner to enter into an agreement with a systems integrator vendor to upgrade the existing hardware and software to current standards.

B. Existing Facility

The City of Gardner Utilities Department (Owner) owns and operates the Kill Creek Water Resource Recovery Facility (KCWRRF) located along 159th Street. The facility was constructed in 2001. This facility was designed for an average daily flow capacity of 2.5 million gallons per day (MGD) and has peak capacity of 9.0 MGD. Based upon the original plan of the site, the plant can be expanded to treat an average flow of 7.5 MGD.

The Kill Creek WWTF is comprised of the following components:

- Influent Pump Station
- Headworks
- Oxidation Ditches
- Clarifiers
- UV Disinfection System
- Cascade Aerator
- Gravity Sludge Thickener
- Aerobic Digesters
- Solids Handling
- Backup Generators

The WWTP uses Wonderware software for the SCADA system. The SCADA system operates on two computers. One of the originally installed computers was replaced in 2007.

C. Scope of Services

Systems integrator shall be responsible for the supply and installation of a complete upgrade of existing hardware and software to current standards including, but not limited to, all PLC, HMI, I/O cards, fiber/network, Wi-Fi, PCs. Scope shall include a secure remote access solution with two tablets for access remotely and within the facility. SCADA system shall be upgraded and furnished complete, with all appurtenances, testing, and training. Systems integrator shall provide a detailed Scope of Services with the proposal.

The KCWRRF must be kept in operation throughout the upgrade. The upgrade shall be completed without causing excessive down time during change over updates. The KCWRRF operators will assist in operating the plant while equipment is changed over. However, manual operation of the plant shall be kept to a minimum.

Kill Creek Water Resource Recovery Facility SCADA Improvements

A. Systems Integrator

The SCADA provider shall be a "systems integrator" regularly engaged in the design and the installation of instrumentation systems and their associated subsystems as they are applied to the municipal water and wastewater industry. For the purposes of this request, a "systems integrator" shall be interpreted to mean an organization that complies with all of the following criteria:

1. Employs personnel on this project who have successfully completed ISA or manufacturers training courses on general process instrumentation and configuration and implementation of the specific programmable controllers, computers, and software proposed for this project. Key personnel shall hold ISA CCST Level 1 certification or have a minimum of 10 years of verifiable plant startup experience. Key personnel shall include, as a minimum, the lead field technician.
2. Has successfully completed work of similar or greater complexity on at least three previous projects within the last five years. Successful completion shall be defined as a finished project completed on time, without any outstanding claims or litigation involving the SCADA PROVIDER. Potential references shall be for projects where the SCADA PROVIDER's contract was of similar size to this project.
3. Has been actively engaged in the type of work specified in this Section for a minimum of five years.
4. The SCADA provider shall maintain a permanent, fully staffed and equipped service facility within 20 miles of the project site with full time employees capable of designing, installing, calibrating, and testing the systems specified herein. At a minimum, the SCADA PROVIDER shall be capable of responding to on-site problems within 24 hours of notice, unless an emergency exists. Provide an on-site response to issues starting at two months before scheduled start-up to two months after startup completion.
5. SCADA provider shall hold a valid UL-508 and UL-698 certification for their panel fabrication facility.
6. Actual installation of the instrumentation system need not be performed by the SCADA provider's employees; however, the SCADA Provider as a minimum shall be responsible for the technical supervision of the installation by providing on site supervision to the installers of the various components.

Proposal Timeline

Kill Creek Water Resource Recovery Facility SCADA Improvements

A. Proposal Timeline

The following is the anticipated schedule of events;

July 27, 2016	Publish Request for Proposal
August 12, 2016	Deadline for scheduling mandatory pre-proposal site visit
August 17, 2016	Proposals receipt deadline, 11:00 a.m.
September 1, 2016	Present recommendation of award to Gardner UAC
Oct. 3, 2016	Recommendation of award to Gardner City Council
December, 2016	Delivery and Installation
January, 2017	Final Completion

Proposal Requirements

Kill Creek Water Resource Recovery Facility SCADA Improvements

A. Submittal Format and Content

The proposal must be prepared on 8-1/2" x 11" sheets. Submit three proposals, along with a .pdf electronic file to Utility Manager's Office, Utility Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030. The proposal should be bound and tabbed for easy reference in the following order indicated below:

1. Table of Contents
2. Introduction
3. General
 - a. Identity of SCADA provider and its legal status
 - b. Name, address and telephone number of the contact person
 - c. Name, address and telephone number of the person legally authorized to enter into a contract on behalf of the firm
 - d. Description of the firm's insurance coverage (each firm must attach a copy of their professional liability insurance binder)
4. Qualifications
 - a. Provide documentation showing that the SCADA provider complies with all of the criteria of a systems integrator.
 - b. Describe relevant expertise the SCADA provider and the overall team has. Include any proposed sub-consultants, and contractors who will be brought in to work on the project.
 - c. Provide a profile of the relative experience in the last five (5) years identifying number of projects and project management. Include type of project, project name and location, project magnitude, cost of work, number of change orders, date of completion, and owner name, address and contact number.
5. Implementation plan
 - a. Provide a statement describing what, in your opinion, are the major challenges and opportunities in this project, and your firm's basic ideas for improvements for wastewater to meet the future needs of the City of Gardner.
 - b. Include a description of each phase of the project.

6. Project Schedule

- a. Include a detailed proposed schedule for the project, including dates, and referencing key milestones for each phase.

7. Sub-Consultants

- a. Provide a list of all sub-consultants (if any) your firm expects to utilize on the project including the role of each; identify specific experience on projects similar to the one proposed.

8. Scope of Services

- a. Provide a detailed scope of services, including all work, hardware and software to be supplied.

9. Scope of Services By-Others

- a. Provide a list of any services, if any, that will be required by the Owner to complete the work that are not provided by the SCADA provider.

11. Project Price

- a. Include a lump sum price for providing all materials, equipment, supplies and appurtenances; providing all construction, equipment, and tools; performing all necessary fabrication, labor, supervision, programming, installation, testing, and implementation complete, including all work for the SCADA improvements.

10. Contract Ready for Execution

- a. Provide a contract, ready for execution by the City of Gardner, utilizing the City of Gardner's Standard form of Agreement for Professional Services.

Proposal Evaluation

Kill Creek Water Resource Recovery Facility SCADA Improvements

A. Proposal Evaluation

A selection committee of a minimum of three personnel will be formed and shall be chaired by the utilities department director or his/her designee. The committee shall include cross departmental representation which may include the City Administrator or designee, a second department director or designee, and at least one other individual decided upon by the utilities department director.

The selection committee shall review the Proposals and provide a preliminary ranking of the vendors according to the criteria contained in the RFP. If necessary, discussions, interviews or oral presentations by the top respondents are scheduled.

The information in proposals is confidential during the evaluation process.

Final committee consensus of a recommended respondent will be made to the Gardner Utilities Advisory Committee for recommendation to the City Council.

B. Evaluation Criteria

The selection committee will evaluate the responses based on the following criteria;

1. Meeting Systems Integrator Requirements
2. Qualifications
3. Implementation Plan
4. Project Schedule
5. Scope of Services
6. Project Price

C. Acceptance and Award

The OWNER reserves the right to waive all formalities and minor defects, and/or reject any and all RFPS in whole or in part with or without cause, and/or to accept the RFP that in its judgment will be in the best interest of the OWNER irrespective of cost.

The OWNER reserves the right to further negotiate details of the proposed contract with respondent to reach a contract that is mutually beneficial and meets the project needs, schedule, and budget of the OWNER.

Proposal 03410-02-00



August 17, 2016

City of Gardner KS Public Works
Scott Millholland
32101 W.159th St
Gardner, Kansas 66030

Re: SCADA and PLC hardware Upgrades

To Scott:

This proposal is based on the walk through and review of existing panels and hardware. There are no specifications, other than to match function of existing hardware and bring up to current standards without causing excessive down time during change over.

Our proposal is as follows:

Hardware/Software:

- Headworks Bar Screen Control Panel including:
 - ✓ PLC Convert to Compact Logix
 - ✓ HMI Convert from Panelview to C-More Display
 - ✓ Add Ethernet Switch with Fiber Optic
 - ✓ Update UPS (Double Conversion)
 - ✓ Rewire I/O Cards (On-Site)
 - ✓ **Replace two Differential Level Sensors with HydroRanger and Sonar sensors**
 - ✓ Tie in Existing Flow Meters (No Field Hardware Changes)
- Main Lab Building Upgrades including:
 - ✓ PLC Convert to Compact Logix
 - ✓ Remove Panelview display and cap the hole.
 - ✓ Add Ethernet Switch with Fiber Optic
 - ✓ Update UPS
 - ✓ Rewire I/O Cards (On-Site)
 - ✓ Update SCADA PC WonderWare
 - Replace PC's (**Qty 2**) with Current Hardware
 - **Large format wall mounted monitor** on swing-out arm
 - New UPS for PC (Double Conversion)
 - Update WonderWare (1-Runtime and 1-Development)
 - Convert screens
 - Update Alarming Software
 - Add Mission OPC Software (Tie in North and South LS)
 - Tie in North and South Lift Stations screens from **Mission System**
 - Add RSLogix 5000 for PLC programming
 - Add **Maintenance Management Software** (2-Admins 1-Client) Tied in with WonderWare for data gathering (1 Year of Tech Support Service)

- Set-up Remote access over EtherNet
 - Qty 2 **iPad Pro 12.9”**Tablets with cases for Roaming SCADA access includes **Cellular connectivity** (Plan is by the City of Gardner)
- Building 4 Lift Station including:
 - ✓ Retain current PLC and HMI
 - ✓ Convert communication hardware to EtherNet
 - ✓ Add Fiber to EtherNet Switch
 - Treatment Building **Main** Controls including:
 - ✓ PLC Convert hardware for communications to Compact Logix in Main Lab Building
 - ✓ Add HMI C-More Display
 - ✓ Add Ethernet Switch with Fiber Optic
 - ✓ UPS (Double Conversion)
 - ✓ Rewire I/O Cards (On-Site) (4Hrs max not in operation)
 - Treatment Building **Blower** Controls including:
 - ✓ PLC Convert to Compact Logix
 - ✓ HMI Convert from Panelview to C-More Display
 - ✓ Add Ethernet Switch with Fiber Optic
 - ✓ UPS (Double Conversion)
 - ✓ Rewire I/O Cards (On-Site) (4Hrs max not in operation)
 - Sludge Handling Controls including:
 - ✓ Add Point I/O modules to read Sludge Flow Meter data
 - ✓ Add Ethernet Switch with Fiber Optic
 - ✓ UPS (Double Conversion)
 - UV/Effluent Monitoring
 - ✓ No Changes

By others:

- This is anticipated to be a cooperative effort for the upgrades. Cooperation on operating the plant during a staged tie in will be critical. Gardner WWTP operators will keep the plant operational manually, while ICI changes equipment over.
- Power monitoring equipment, motor starters, VFD’s, modifications to existing VFD’s/circuits, disconnects, extra auxiliary contacts, junction boxes, breaker panel boards, etc.
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, field wiring, ground rods, termination of field wiring, etc.

Delivery:

- Delivery will be coordinated with operators for optimal installation. Allow 12-16 weeks for PLC software conversion and Wonderware software upgrades.

Startup:

- Jobsite startup is included in the base price for equipment installation verification, startup and calibration.

Submittal Drawings and O&M Manuals:

- A system architecture drawing will be provided, to show the overall network configuration.
- I/O terminal conversion sheets will be provided for each type of I/O card.

- Manuals provided with equipment will transferred to Gardner WWTP.

Terms:

- Taxes of any kind including sales tax are not included in this proposal.
- FOB our shop.
- Freight is prepaid to the jobsite.
- Proposal does not include any costs associated with bonding.
- Net 30 as each system is brought on-line, based on a schedule of values.
- Standard warranty is 12 months from startup not to exceed 18 months from shipment.

Price:

I&C SCADA System Upgrades..... \$ 160,451.00

If you have any questions, please call.

Sincerely yours,



Electronic Signature

Brad Baltzell

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 1

MEETING DATE: SEPTEMBER 19, 2016

STAFF CONTACT: BRIAN FAUST, PUBLIC WORKS DIRECTOR

Agenda Item: Consider adopting an ordinance relating to the use and occupancy of the public right-of-way

Strategic Priority: Infrastructure and Asset Management

Department: Public Works

Staff Recommendation:

Staff recommends that the City Council adopt an ordinance relating to the use and occupancy of the public right-of-way.

Background/Description of Item:

The existing ordinance provides very little guidance and direction for City staff to manage activities performed within the City's public right-of-way. The proposed ordinance provides specific guidance related to types of activities allowed and the permitting process. It also ensures equitable treatment of all entities using the City's right-of-way and will help to minimize disruption and inconvenience to the public.

Fees for obtaining a right-of-way permit will be included on the new fee schedule, which is scheduled for consideration at the November 7 council meeting.

Attachments included:

- Ordinance

Suggested Motion:

Adopt Ordinance No. ____ relating to the use and occupancy of the public right-of-way.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CHAPTER 12.05, ARTICLE 1 RELATING TO THE USE AND OCCUPANCY OF THE PUBLIC RIGHT-OF-WAY AND REPEALING SECTIONS 12.05.010 – 12.05.030 AND 12.20.050 OF THE GARDNER MUNICIPAL CODE.

WHEREAS, the Governing Body of the City of Gardner, Kansas has determined that it is necessary to regulate the conditions of occupancy and construction within the right-of-way of the City in accordance with the standards identified within this Ordinance.

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

SECTION 1: Chapter 12.05, Public Rights-Of-Way, of the Code of the City of Gardner, Kansas, shall be amended to read as follows:

CHAPTER 12.05. PUBLIC RIGHTS-OF-WAY

ARTICLE 1. USE AND OCCUPANCY OF THE PUBLIC RIGHT-OF-WAY

- 12.05.101. GENERAL. No Person shall Excavate the Right-of-Way, construct, or use the Facilities within the Right-of-Way of the City except as provided herein.
- 12.05.102. PURPOSE. The purposes of this Article include, but are not limited to, the following:
- (a) To recognize the City's primary role as chief steward of the Right-of-Way and its duty to its citizens to recover all or part of the costs of managing the Right-of-Way and incursions into it;
 - (b) To clarify and regulate conditions of occupancy and construction for those ROW-users occupying space within the City's Right-of-Way given the anticipated increased use of the Right-of-Way by various ROW-users throughout this county;
 - (c) To recognize the necessity for sound management practices in light of the increased use of the Right-of-Way and the fact that the Right-of-Way is a limited resource;
 - (d) To treat each ROW-user equitably and in a competitively neutral and nondiscriminatory manner with considerations that may be unique to the technologies and situation of each particular ROW-user;
 - (e) To minimize disruption, visual impact or inconvenience to the public, and to preserve and promote the public health, safety and welfare;
 - (f) To balance the needs of all users of the City's rights-of-way, and to make sure that traditional users such as vehicular and pedestrian traffic may continue to operate safely and that the rights of those whose property adjoins or is part of the rights-of-way are respected;
 - (g) To balance the rights and interests of all who use or derive benefit from the rights-of-way, but not to create rights or privileges for any particular interests group;

- (h) To comply with all laws, including state and federal legislation;
- (i) To identify the location of users and uses within the Right-of-Way to assure that different users not interfere with each other, that construction does not damage uses, and that safe and proper construction techniques are employed in the Right-of-Way; and
- (j) To avoid the problems the City has found whereby users in the Right-of-Way install Facilities without notifying the City and using improper or dangerous construction methods, thereby rendering future construction unsafe or more difficult.

12.05.103. DEFINITIONS. For purposes of this Article, the following words and phrases shall have the meaning given herein:

- (a) Abandoned Facilities - means those facilities owned by the ROW-user that are not in use and will not be utilized by the owner in the future.
- (b) Affiliate - means any Person controlling, controlled by or under the common control of a Service Provider.
- (c) Applicant - means any Person requesting permission to occupy, lease or operate facilities using the right-of-way, or to Excavate the right-of-way.
- (d) Area of Influence - means that area around a street excavation where the pavement and sub-grade is impacted by the excavation and is subject to more rapid deterioration.
- (e) City - means the City of Gardner, Kansas, a municipal corporation and any duly authorized representative of that City.
- (f) Construct - means and includes construct, install, erect, build, affix or otherwise place any fixed structure or object, in, on, under, through or above the right-of-way.
- (g) Day - means calendar day unless otherwise specified.
- (h) Emergency - means a condition that (a) poses a clear and immediate danger to life or health, or of a loss of property; or (b) requires immediate repair or replacement in order to restore service to a user.
- (i) Excavate - means and includes any cutting, digging, excavating, tunneling, boring, grading or other alteration of the surface or subsurface material or earth in the right-of-way.
- (j) Excavation Fee - means the fee charged by the City for each street or pavement cut which is intended to recover the costs associated with construction and repair activity of the ROW-user and its contractors and/or subcontractors.
- (k) FCC - means Federal Communications Commission.
- (l) Facility- means lines, pipes, irrigation systems, wires, cables, conduit facilities, ducts, poles, towers, vaults, pedestals, boxes, appliances, antennas, transmitters, gates, meters, appurtenances, small cell facilities, wireless facilities, or other equipment.
- (m) Governing Body - means the Mayor and the City Council of the City of Gardner, Kansas.
- (n) Governmental Entity - means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the State of Kansas or of any other state of the United States and any agency

or instrumentality of the State of Kansas or of any other state of the United States or of the United States.

(o) KCC - means the Kansas Corporation Commission.

(p) Parkway – means the area between a property line and the street curb, sometimes called boulevard, tree shelf, or snow shelf.

(q) Pavement - means and includes Portland cement concrete pavement, asphalt concrete pavement, asphalt treated road surfaces and any aggregate base material, including, but not limited to, any material used or approved by the City of Gardner in street resurfacing.

(r) Permit and Inspection Fee - means the fee charged by the City to recover its cost incurred for right-of-way management including, but not limited to, costs associated with registering Applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration of improvements; determining the adequacy of right-of-way restoration; revoking right-of-way permits and, other costs the City may incur in managing the provisions of this Article.

(s) Permittee - means any Person to whom a right-of-way permit is issued to Excavate a right-of-way.

(t) Person - means any natural or corporate Person, business association or business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

(u) Public Improvement - means any project undertaken by the City for the construction, reconstruction, maintenance, or repair of any public infrastructure, and including without limitation, streets, alleys, bridges, bikeways, Parkways, sidewalks, sewers, drainage facilities, traffic control devices, streetlights, public facilities, parks, public easements, recreational facilities, irrigation system, public improvements, public buildings or Public Lands.

(v) Public Lands - means any real property of the City or any interest therein that is not right-of-way.

(w) Public Works Director - means the Public Works Director of Gardner, Kansas, or his or her authorized representative.

(x) Registration - means the application process of a Service Provider, the approval of the application by the City, and the authorization of the Service Provider to use any portion of the right-of-way within the City to provide service both within and beyond the City limits.

(y) Repair - means the temporary construction work necessary to make the right-of-way or any Public Improvement therein useable.

(z) Repair and Restoration costs - means those costs associated with repairing and restoring the public right-of-way because of damage caused by the ROW-user and its contractors and/or subcontractors in the right-of-way.

(aa) Restoration - means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, that existed before the commencement of the work.

(bb) Right-of-Way or Rights-of-Way (herein also "ROW") - means the area on, below or above public streets, alleys, bridges and Parkways and the areas immediately adjacent thereto dedicated to public use, i.e., dedicated roadway area.

(cc) Right-of-Way Permit - means the authorization to Excavate for the construction, installation, repair or maintenance of any type of Facility within the right-of-way.

(dd) Routine Service Operation - means a work activity that makes no material change to the facilities and does not disrupt traffic.

(ee) ROW-User - means a Person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or to install, construct, maintain, repair facilities thereon, including, but not limited to, landowners and service providers. A ROW-user shall not include ordinary vehicular or pedestrian traffic or any governmental entity that has entered into an agreement pursuant to K.S.A. 12-2901, et seq., with the City regarding the use and occupancy of the City's right-of-way.

(ff) Service - means a commodity provided to a Person by means of a system such as a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, Internet services, wireless communications, Open Video Systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewers.

(gg) Service Provider - means any Person owning, possessing or having an interest in facilities in the right-of-way that are used for the provisions of a service for or without a fee; provided, that this definition shall also include Persons owning, possessing or having an interest in facilities in the right-of-way that are used by, may be used by or are intended for use by another Person, in whole or in part, to provide a service for or without a fee, regardless of whether the actually Facility owner provides any service as defined herein.

(hh) Street - means the pavement and sub-grade of a City residential, collector or arterial roadway, excluding curbs, gutters, and portions adjacent to the pavement and sub-grade of a road way that lie in a right-of-way.

(ii) Technical Specifications – means the Technical Specifications for Public Improvement Projects as adopted by the City.

12.05.104. POLICY.

(a) It is the policy of the City to authorize any ROW-user to utilize the Right-of-Way in a competitively neutral, non-discriminatory manner that maximizes the safe and efficient use of the Right-of-Way, conserves the Right-of-Way, and minimizes the burden on the Right-of-Way, physically and aesthetically. Any use of the Right-of-Way by a ROW-user shall be subject to the terms and conditions hereof, in addition to other applicable federal, state or local requirements. Registration hereunder does not relieve any Person of any other obligation or duty to the City or that the City may from time to time lawfully impose.

(b) The right granted to the ROW-user to use the Right-of-Way is limited to the use that the ROW-user has filed with the City in accordance with this Article. These rights are for the exclusive use of the ROW-user except where otherwise provided herein, or when authorized by the City.

(c) This Article also is designed to regulate occupancy and excavations in the Right-of-Way by providing, among other things, for the issuance of permits which grant the authority to utilize and occupy the Right-of-Way within the City.

(d) All ROW-users shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and are subject to all applicable laws, orders, rules and regulations adopted by governmental entities now or hereafter having jurisdiction. In addition, the ROW-users shall be subject to all technical specifications, design criteria, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, surface restoration, and other requirements on the use of the Right-of-Way, and all other lawful exercise of the City's police power.

12.05.105. ADMINISTRATION.

(a) The Public Works Director is the principal city official for administration of Right-of-Way Permits for work and excavations made in the Right-of-Way. The Public Works Director may delegate any or all of the duties hereunder.

(b) The Public Works Director is the principal City Official responsible for administration of the registering of a Service Provider. The Public Works Director may delegate any or all of the duties hereunder.

(c) The City's Public Works Director, or his or her designee, shall administratively develop the City's Technical Specifications to regulate and govern construction within and the use of the rights-of-way.

12.05.106. REQUIREMENTS OF SERVICE PROVIDER.

(a) Any existing Service Provider must register within thirty (30) days of the effective date of this article.

(b) Any Person, who is not an existing Service Provider prior to the effective date of this ordinance and who wishes to become a Service Provider, must first register with the City.

(c) The Service Provider shall report any changes in its Registration information within thirty (30) days.

(d) No Service Provider shall be authorized to utilize the Right-of-Way in any capacity or manner without registering and obtaining the necessary Right-of-Way Permit from the City.

(e) The information required for Registration includes the following:

(1) Identity and legal status of Service Provider, including related affiliates.

(2) Name, address, telephone number, fax number and e-mail address of officer, agent or employee responsible for the accuracy of the Registration statement.

(3) Name, address, telephone number, fax number and e-mail address of the local representative of the Service Provider who shall be available at all times to act on behalf of the Service Provider in the event of an emergency.

(4) Proof of any necessary permit, license, certification, grant, Registration, franchise agreement or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the KCC.

(5) Description of the Service Providers intended use of the Right-of-Way.

(6) Information sufficient to determine whether the Service Provider is subject to franchising by Kansas law.

(7) Information sufficient to determine whether the Service Provider has applied for and received any certificate of authority required by the Kansas Corporation Commission.

(8) Information sufficient to determine that the Service Provider has applied for and received any permit or other approvals required by the Federal Communications Commission.

(9) Information sufficient to determine that the Service Provider has registered the location of any of its Facilities with "Kansas One Call" or any other central registry, to the extent applicable.

(10) Such other information as may be reasonably required by the City to complete the Registration statement.

(f) Each Service Provider shall designate a local Person familiar with the Facilities who will act as a local agent for the Service Provider and will be responsible for satisfying information requirements of this Article. The Service Provider shall present to the City the agent's name, address, telephone number, fax number and email address. The agent shall be the Person to whom relocation notices and other such notices shall be sent, and with whom rests the responsibility to facilitate all necessary communications. The Service Provider shall be responsible for all costs incurred by the City due to the failure to provide such information to the City.

(g) Prior to construction, reconstruction, repair, maintenance, or relocation of Facilities owned by the Service Provider in the Right-of-Way, the Service Provider shall first obtain the necessary Right-of-Way Permit as provided hereafter.

(h) Prior to providing service to the City and its residents, the Service Provider shall first obtain the necessary franchise agreement, if any, from the City.

(i) The Service Provider shall participate in any joint planning, construction and advance notification of Right-of-Way work, including coordination and consolidation of street cut work as directed by the Public Works Director. In addition, the Service Provider shall cooperate with other Service Providers and the City for the best, most efficient, most aesthetic and least obtrusive use of the right-of-way, consistent with safety, and to minimize traffic and other disruptions, including street cuts.

(j) The Service Provider shall furnish maps showing the location of Facilities of the Service Provider within the City as provided hereafter.

(k) The City shall not exercise its authority under this provision to in any way deter competition or discriminate against any Service Provider.

12.05.107. MAPPING REQUIREMENT OF SERVICE PROVIDER.

(a) The Service Provider shall keep and maintain accurate records and as-built drawings depicting accurate location of all its Facilities constructed, reconstructed or relocated in the Right-of-Way, and may be required to file the same with the City.

(b) In any event, within 10 days of a request by the City, the Service Provider will provide to the City information concerning such Facilities as may be reasonably requested.

(c) When available to the Service Provider, such information will be submitted electronically in an AutoCad® format to the extent compatible with the City's Geographical Information Systems (GIS) and Johnson County Automated Integrated Mapping Systems (AIMS) provided, however, that nothing herein shall be construed to require the Service Provider to acquire or modify any electronic mapping system.

(d) Underground Facilities shall be differentiated from overhead Facilities.

(e) Such mapping and identification shall be at the sole expense of the Service Provider.

12.05.108. SERVICE PROVIDER'S RIGHT TO SELL, TRANSFER, LEASE, ASSIGN, SUBLET OR DISPOSE.

Except as provided hereafter, the Service Provider shall not sell, transfer, lease, assign, sublet or dispose of its Facilities, or any portion thereof, that is located in City Right-of-Way, or any right, title or interest in the same, or the transfer of any rights granted by the City to any Person either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, without notice to the City. This provision shall not apply to the sale of property or equipment in the normal course of business or to the sale or lease of Facilities to reseller Service Providers. No notice to the City shall be required for a transfer in trust, mortgage, or other similar instrument, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership, or other entity controlling, controlled by or under common control with the Service Provider.

12.05.109. USE OF THE RIGHT-OF-WAY.

(a) The ROW-users use of the Right-of-Way shall in all matters be subordinate to the City's use or occupation of the Right-of-Way. The City may reserve sufficient space within the Right-of-Way for future Public Improvements. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the City to the fullest extent.

(b) The ROW-user shall coordinate the placement of Facilities in a manner which minimizes adverse impact on any Public Improvement, as reasonably determined by the City. Where placement is not regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to impact or be impacted by such Public Improvement as defined in the City's Technical Specifications available in the office of the Public Works Director.

(c) The ROW-user shall consider any request made by the City concerning placement of Facilities in private easements in order to limit or eliminate future street improvement relocation expenses.

(d) All Facilities shall be located and laid so as not to disrupt or interfere with any pipes, drains, sewers, irrigation systems, or other structures or Public Improvements already installed. All such work shall be subject to existing legal and regulatory restrictions, including, but not limited to, all zoning and traffic laws. In addition, the ROW-user shall, in doing work in connection with its Facilities, avoid, so far as may be practicable, disrupting or interfering with the lawful use of the Right-of-Way or other Public Lands of the City or any private property.

(e) All Facilities of the ROW-user shall be placed so as to minimize interference with the use of Right-of-Way and Public Lands or private property. The City, through its Public Works Director, shall have the right to consult and review the location, design and nature of the Facility prior to its being installed, and approve the same prior to installation.

(f) All Facilities constructed, replaced, or relocated in the Rights-of-Way after the date hereof shall be placed underground unless otherwise agreed to by the City. Where there are obstructions in the Rights-of-Way such as trees, shrubs, other utilities, commercial signs, man-made structures, or other like obstruction which makes the cost of such underground burial unreasonable, ROW-User may request a waiver of this requirement, in which event the City will not unreasonably withhold consent to such waiver. Underground placement of Facilities shall comply with all existing City standards as well as the following standards, unless waived in writing by the City in its sole discretion.

(g) The ROW-user shall not interfere with any private property rights or the Facilities of the other ROW-users without their permission. If and when the City requires or negotiates to have a Service Provider cease using its existing poles and to relocate its Facilities underground, all other Service Providers using the same poles shall also relocate their Facilities underground at the same time, subject to the appeal process contained herein.

(h) The Public Works Director may assign specific corridors or spaces within the Right-of-Way, or any particular segment thereof as may be necessary, for each type of Facility that is currently or, pursuant to current technology, the Public Works Director expects will someday be located within the Right-of-Way. All Right-of-Way Permits issued by Public Works Director shall indicate the proper corridor for the ROW-users Facilities. Any ROW-user whose Facilities are currently in the right-of-way in a position at a variance with the designated corridors shall, no later than at the time of next reconstruction or excavation of the area where its Facilities are located, move the Facilities to its assigned position within the Right-of-Way, unless this requirement is waived by Public Works Director for good cause shown, upon consideration of such factors as the remaining economic life of the Facilities, public safety, user service needs and hardship to the ROW-user.

(i) If, in the preparation and planning of a Right-of-Way project, the Public Works Director deems it appropriate for a conduit to be constructed along, across or under the Right-of-Way, the Public Works Director shall contact all appropriate ROW-users for their input on the planning and design of such conduit. If a ROW-user desires to construct, maintain or operate Facilities along such Right-of-Way, the Public Works Director may require the ROW-user to use such conduit, and to contribute to the expense of such conduit,

provided, however, the ROW-user use of the conduit is reasonable and appropriate under the circumstances.

(j) All earth, materials, sidewalks, paving, crossings, utilities, other Public Improvements or improvements or private property of any kind damaged or removed by the ROW-user shall be fully repaired or replaced promptly by the ROW-user at its sole expense and to the reasonable satisfaction of the City. Upon determination by the Public Works Director that such repair or replacement is a public safety matter, all such repair or replacement shall be commenced within 24 hours of notice from the City, or the Public Works Director may direct the City to make such repair or replacement and bill the ROW-user for the City cost. The Public Works Director has the authority to inspect the repair or replacement of the damage, and if necessary, to require the ROW-user to do any necessary additional work.

(k) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of a ROW-user's Facilities in the Right-of-Way shall be in accordance with applicable federal, state and local law and regulations, including those promulgated by national trade associations commonly associated with the service provided by the ROW-user. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Ordinance may be in addition to or stricter than such minimum standards. A ROW-user shall not construct or reconstruct any of its Facilities located upon, over, under or within the City Right-of-Way without first having submitted in writing a description of its planned improvement to the Public Works Director and having received a permit for such improvement. The Public Works Director may require that any drawings, plans and / or specifications submitted be certified by a Kansas registered professional engineer complying with all applicable technical codes, rules and regulations, unless such plans are based directly on nationally recognized codes, which are appropriately cited, and attested to on the plans by the signature of an authorized official of the organization applying for the permit.

(l) The ROW-user shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and horizontal and vertical location of its Facilities located within the Right-of-Way, both underground and overhead, when requested by the City or its authorized agent for a Public Improvement. Such location and identification shall be at the sole expense of the ROW-user without any expense to the City, its employees, agents, or authorized contractors.

(m) The City shall have the authority to prohibit the use or occupancy of any specific portion of the Right-of-Way by a ROW-user due to public health, safety or welfare considerations.

(n) Encroachments in the Right-of-Way for private purposes which create a safety hazard are prohibited. Upon written notification, all items displayed or stored in the public Right-of-Way shall be removed by the property owner within 72 hours. If items displayed or stored are not removed, the City may contract to have them removed. Any costs incurred by the City, such as, but not limited to, removal of vehicles, equipment, signs or other objects from the right-of-way, shall be the responsibility of the property owner.

12.05.110. FACILITY RELOCATION.

(a) The ROW-user shall promptly remove, relocate or adjust any Facilities located in the Right-of-Way as directed by the City for a Public Improvement or when reasonably required by the City by reason of public health, safety and welfare. Such removal, relocation, or adjustment shall be performed by the ROW-user at the ROW-user's expense without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules, regulations and schedules of the City pertaining to such. The ROW-user shall proceed with relocations at due diligence upon notice by the City to begin relocation.

(b) The ROW-user shall promptly remove, relocate or adjust any Facilities located in any private easement, as directed by the City, for a Public Improvement, at City expense, by moving such Facilities to areas within the expanded Right-of-Way or within remaining private easements or remaining portions of such easements not condemned by nor disclaimed to the City to avoid conflict with City construction and improvements. The ROW-user shall disclaim those parts of its easements which lie within the expanded Right-of-Way. Should the City, in the future, elect to require the ROW-user to again relocate its Facilities to other areas within the expanded Right-of-Way, the cost of any such future relocation shall be borne by the City.

(c) As soon as working drawings are available for Public Improvements which will require the ROW-user to relocate its Facilities, the City shall provide the ROW-user with written notice of relocations and the anticipated bid letting date of the improvement. The ROW-user shall respond with any conflicts and a proposed construction schedule within thirty (30) days.

(d) Following notice by the City in the form of the delivery of final design plans for such Public Improvements, the ROW-user shall remove, and relocate its Facilities in accordance with the mutually agreed upon schedule, provided the project is not delayed by adverse weather conditions and other factors beyond the control of the ROW-user. The ROW-user shall certify to the City, in writing, that its Facilities have been relocated or adjusted to clear construction in accordance with project plans provided by the City.

(e) Any damages suffered by the City, its agents or its contractors to the extent caused by ROW-user's failure to timely relocate or adjust its Facilities, or failure to properly relocate or adjust such Facilities, shall be borne by the ROW-user.

(f) In the event the ROW-user is required to move its Facilities in accordance with this section, any ordinary Right-of-Way Permit fee shall be waived.

(g) It is the intent of this section for both the City and the ROW-user to cooperate with one another so that the need for Facility relocation is minimized and, when required and feasible, relocations may be completed prior to receipt of bids by the City for a Public Improvement.

12.05.111. PROTECTION OF THE PUBLIC.

(a) It shall be the responsibility of the ROW-user to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm and damage.

(b) The City shall not be liable for any damage to or loss of any of the ROW-user's Facilities within the Right-of-Way as a result of or in connection with any

construction, excavation, grading, filling or work of any kind, including Public Improvements by or on the behalf of the City, except to the extent caused by the negligent, willful, intentional, or malicious acts or omissions of the City.

(c) The ROW-user shall be responsible to the City and its agents, representatives, and authorized contractors for all damages suffered by them including, but not limited to delay damages, repair costs, construction delays, penalties or other expenses of any kind arising out of the failure of the ROW-user to timely perform any of its obligations under this Article to the extent caused by the acts or omissions of the ROW-user.

(d) The City or its authorized contractors shall be responsible for taking reasonable precautionary measures including calling for Facility locations when constructing its Public Improvements.

(e) Any ROW-user who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley or other Right-of-Way, and shall leave any part or portion thereof open, or shall leave any part or portion thereof disrupted with rubbish, building or other material during construction and/or the night time, shall cause the same to be enclosed with good substantial and sufficient barricades or drums equipped with the appropriate type warning lights and orange safety fencing material which is properly secured around the excavation or the disruption.

(f) Whenever a ROW-user shall Excavate the full width of any street, sidewalk, alley, driveway approach or other Right-of-Way, it shall be its duty to maintain an adequate passage for vehicles and pedestrians across or around the excavation until it is refilled as specified.

(g) Any excavation left open overnight on any arterial or collector type street shall be securely covered. The ROW-user assumes the sole responsibility for maintaining proper barricades, plates, safety fencing and / or lights as required from the time of opening of the excavation until the excavation is surfaced and opened for travel.

(h) The Public Works Director, upon the review and approval of a plan and details for trimming trees in the Right-of-Way, may grant permission by permit to any ROW-user to trim trees upon and overhanging the Right-of-Way so as to prevent the branches of such trees from coming in contact with the Facilities of the ROW-user.

(i) In the event the ROW-user severely disturbs or damages the root structure in the-Right-of-Way to the detriment of the health and safety of any tree, the ROW-user will be required to remove and replace the tree at the ROW-user's cost. Further, in review of the ROW-user's plan, Public Works Director, in his or her discretion, may require the ROW-user to directionally bore around any tree in the Right-of-Way.

(j) Upon the appropriate request of any Person having satisfied City procedure and ordinances, the ROW-user shall remove, raise, or lower its Facilities temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering shall be paid by the Person requesting the same, and the ROW-user may require such payment in advance. The ROW-user must be given not less than 15 days written notice from the Person detailing the time and location of the moving operations, and not less than 24-hours advance notice from the Person advising of the actual operation. To the extent applicable, the ROW-user shall also comply with any requirements of Gardner City Code, including, but not limited to, any relevant building codes.

(k) The Public Works Director may cause to be removed any encroachment in the Right-of-Way that creates a safety hazard and the cost of such removal and restoration of the Right-of-Way shall be borne by the ROW-user.

12.05.112. RIGHT-OF-WAY VACATION.

(a) If the City vacates a Right-of-Way which contains the Facilities of the Service Provider, and if the vacation does not require the relocation of the Service Provider's Facilities, the City may reserve, to and for itself and all Service Providers having Facilities in the vacated Right-of-Way, an easement for the right to install, maintain and operate any Facilities in the vacated right-of-way and to enter upon such vacated Right-of-Way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the same.

(b) If the vacation requires the relocation of Facilities, then:

(1) If the vacation proceedings are initiated by the Service Provider, the Service Provider must pay the relocation costs;

(2) If the vacation proceedings are initiated by the City, the Service Provider must pay the relocation costs unless otherwise agreed to by the City and the Service Provider; or

(3) If the vacation proceedings are initiated by a Person other than the Service Provider or the City, such other Person must pay the relocation costs.

12.05.113. ABANDONED AND UNUSABLE FACILITIES.

(a) A ROW-user owning Abandoned Facilities in the Right-of-Way must provide and send to the City the location and nature of any Abandoned Facilities and either:

(1) Remove its Facilities and replace or restore any damage or disturbance caused by the removal at its own expense. The Public Works Director may allow underground Facilities or portions thereof to remain in place if the Public Works Director determines that it is in the best interest of public safety to do so. At such time, the City may take ownership and responsibility of such vacated Facilities left in place;

(2) Provide information satisfactory to the City that the ROW-user's obligations for its Facilities in the Right-of-Way have been lawfully assumed by another authorized ROW-user; or

(3) Submit to the City a proposal and instruments for transferring ownership of its Facilities to the City. If the ROW-user proceeds under this section, the City may, at its option purchase the equipment, require the ROW-user, at its own expense, to remove it, or require the ROW-user to post a bond in an amount sufficient to reimburse the City for reasonable anticipated costs to be incurred to remove the Facilities.

(b) Facilities of a ROW-user who fails to comply with this section, and whose Facilities remain unused for two years, shall be deemed to be abandoned after the City has made a good faith effort to contact the ROW-user, unless the City receives confirmation that the ROW-user intends to use the Facilities. Abandoned Facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including,

but not limited to, (a) abating the nuisance, (b) taking possession and ownership of the Facility and restoring it to a useable function, or (c) requiring the removal of the Facility by the ROW-user.

12.05.114. PERMIT REQUIREMENT.

(a) Except as otherwise provided, no ROW-user may Excavate any Right-of-Way or conduct any repair, construction, or reconstruction of Facilities located within the Right-of-Way without first having obtained the appropriate Right-of-Way Permit.

(b) There are two exemptions to this provision:

(1) Contractors working on the maintenance, construction or reconstruction of Public Improvements on behalf of the City.

(2) ROW-users performing routine service operations which do not require excavation in the Right-of-Way and do not disrupt traffic for more than four hours on residential streets.

(c) No Person owning or occupying any land abutting on a public Right-of-Way shall construct, maintain, or permit in or on the portion of the public Right-of-Way to which such land is adjacent, any fixed structure, material or object without having obtained the appropriate Right-of-Way Permit.

(d) Any work performed within State Highway Right-of-Way is required to obtain a Right-of-Way Permit from KDOT. When a Right-of-Way Permit from KDOT has been issued, the Public Works Director will then consider an application for a Right-of-Way Permit for issuance from the City.

(e) A Right-of-Way Permit is required for emergency situations. If due to an emergency it is necessary for the ROW-user to immediately perform work in the Right-of-Way, and it is impractical for the ROW-user to first get the appropriate permit, the work may be performed, and the required permit shall be obtained as soon as possible during the next City working day.

(f) No Permittee may Excavate the Right-of-Way beyond the date or dates specified in the Right-of-Way Permit unless the Permittee:

(1) Makes a supplementary application for another Right-of-Way Permit before the expiration of the initial permit; and

(2) A new Right-of-Way Permit or permit extension is granted.

(g) Right-of-Way Permits issued shall be conspicuously displayed by the Permittee at all times at the indicated work site and shall be available for inspection by the Public Works Director, other City employees and the public.

(h) Prior to the commencement of excavation, the Permittee shall identify and locate any buried Facilities to be spray painted according to the Uniform Color Code required by the Kansas One Call.

(i) At the discretion of the Public Works Director, the permittee shall notify the occupants of all properties within two hundred (200) feet of the excavation prior to commencement of excavation. A letter, postcard or door hanger shall be sufficient to satisfy such requirement and shall be timely delivered prior to excavation. The notification shall include:

(1) Scope of project;

(2) Construction schedule;

(3) Name of field superintendent; and

(4) Telephone numbers (office and mobile) and electronic mail addresses for Permittee Personnel who can timely provide additional project information as needed.

(j) The Permittee shall notify the Gardner Police Department, Consolidated Fire District No. 2 and Johnson County Med-Act before beginning any work in order to advise of any lane or road closures, or any other public safety or traffic issues.

(k) All excavations by the Permittee shall have a metal marker inserted into the excavation of the restored pavement, which shall identify the ROW-user.

(l) Before receiving a Right-of-Way Permit, the Applicant must show proof of any necessary permit, license, certification, grant, Registration, franchise agreement or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the KCC.

(m) Any ROW-user who is found to be working in the public Right-of-Way without a permit will be directed to stop work until a permit is acquired and properly posted at the work site. The only exception allowed is for emergency repair work.

(n) Any Permittee found to be working without providing for required safety and traffic control will be directed to stop work until the appropriate measures are implemented in accordance with the current edition of the City's Technical Specifications.

12.05.115. PERMIT APPLICATIONS.

(a) Application for a Right-of-Way Permit shall be submitted to the Public Works Director by either the ROW-user or by the Person who will do the work and/or excavation in the Right-of-Way.

(b) Right-of-Way applications shall contain and be considered complete only upon receipt of the following:

(1) Compliance with verification of Registration;

(2) Submission of a completed permit application form, including all required attachments and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed Facilities at such location, and proper assurance that all insurance requirements have been met;

(3) A traffic control plan pursuant to the City's requirements, and subject to the approval of the City;

(4) Payment of all money due to the City for permit fees and costs, for prior excavation costs, for any loss, damage or expense suffered by the City because of the Applicant's prior excavations of the Right-of-Way or for any emergency actions taken by the City, unless the payment of such money is in dispute and timely appealed as provided hereafter.

12.05.116. LIABILITY INSURANCE, PERFORMANCE AND MAINTENANCE BOND REQUIREMENT.

(a) The Permittee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Kansas. The amount will be not less than

\$1,000,000 per occurrence and \$2,000,000 in aggregate. The insurance will protect the City from and against all claims by any Person whatsoever for loss or damage from personal injury, bodily injury, death, or property damage to the extent caused or alleged to have been caused by the negligent or wrongful acts or omissions of the Permittee. The Permittee shall also have coverage for automobile liability in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The City shall be an additional insured on all policies of Permittee, to the extent permitted by law, unless waived in writing by the City. If the Permittee is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts, and shall agree to indemnify and hold the City harmless for any losses associated with Permittee's activities in the Right-of-Way. All contractors actually performing work for any Permittee hereunder shall be subject to the same insurance requirements set forth herein.

(b) The Permittee shall at all times during the term of the permit, and for two years thereafter, maintain a performance and maintenance bond in a form approved by the City Attorney. The amount of the bond will be \$5,000 or the value of the Restoration, whichever is greater, for a term consistent with the term of the permit plus two additional years, conditioned upon the Permittee's faithful performance of the provisions, terms and conditions conferred by this Article. An annual bond in an amount of \$50,000 automatically renewed yearly during this period shall satisfy the requirement of this section. In the event the City shall exercise its right to revoke the permit as granted herein, then the City shall be entitled to recover under the terms of the bond the full amount of any loss occasioned.

(c) A copy of the Liability Insurance Certificate and Performance and Maintenance Bond must be on file with the City Clerk.

(d) No performance and maintenance bond will be required of any governmental entity. For residential property owners requiring work in the Right-of-Way adjacent to their property, no performance or maintenance bond shall be required, but any contractor or other Person doing work on such owner's behalf shall have not less than \$100,000.00 general liability insurance coverage and not less than \$100,000 automobile liability insurance, with both such policies having the City as an additional insured.

12.05.117. RIGHT-OF-WAY PERMIT FEES AND COSTS.

(a) The Right-of-Way Permit fee shall be recommended by the Public Works Director, approved by the Governing Body and listed in the Schedule of Fees maintained in the City Clerk's office.

(b) The Right-of-Way Permit fee may include a Permit and Inspection Fee, and an Excavation Fee.

(c) Fees paid for a Right-of-Way Permit, which is subsequently revoked by the Public Works Director, are not refundable.

(d) Except as provided for in an emergency situation, when a ROW-user is found to have worked or is working in the Right-of-Way without having obtained a permit, the fee for the permit will be double the amount had the ROW-user obtained a permit prior to beginning work.

(e) The City may also charge and collect any necessary replacement, repair, and Restoration costs, and may also charge and collect the cost to the City of any consultants, experts, engineers, or other professionals engaged by the City to assist in connection with any Right-of-Way Permit.

(f) The Right-of-Way Permit fee shall be waived where the ROW-user is required to remove, relocate or adjust Facilities located in the Right-of-Way as directed by the City for a Public Improvement.

(g) The Right-of-Way Permit fee may be waived when reasonably required by the City for reasons of public health, safety and welfare.

12.05.118. ISSUANCE OF PERMIT.

(a) If the Public Works Director determines that the Applicant has satisfied the requirements of this Article, the Public Works Director shall issue a Right-of-Way Permit.

(b) The Public Works Director may impose reasonable conditions upon the issuance of a Right-of-Way Permit and the performance of the Permittee in order to protect the public health, safety and welfare, to ensure the structural integrity of the Right-of-Way, to protect the property and safety of other users of the Right-of-Way, and to minimize the disruption and inconvenience to the traveling public.

(c) When a Right-of-Way Permit is requested for purposes of installing additional Facilities and the performance and maintenance bond for additional Facilities is reasonably determined to be insufficient, the posting of an additional or larger performance and maintenance bond for the additional Facilities may be required.

(d) Issued permits are not transferable.

(e) If work is being done for the ROW-user by another Person, a subcontractor or otherwise, the Person doing the work and the ROW-user shall be liable and responsible for all damages, obligations, and warranties herein described.

12.05.119. PERMITTED WORK.

(a) The Permittee shall not make any cut, excavation or grading of Right-of-Way other than excavations necessary for emergency repairs without first securing a Right-of-Way Permit.

(b) The Permittee shall not at any one time open or encumber more of the Right-of-Way than shall be reasonably necessary to enable the Permittee to complete the project in the most expeditious manner.

(c) The Permittee shall, in the performance of any work required for the installation, repair, maintenance, relocation and/or removal of any of its Facilities, limit all excavations to those excavations that are necessary for efficient operation.

(d) The Permittee shall not permit such an excavation to remain open longer than is necessary to complete the repair or installation.

(e) The Permittee shall notify the City no less than three working days in advance of any construction, reconstruction, repair, location or relocation of Facilities which would require any street closure or which reduces traffic flow to less than two lanes of moving traffic for more than four hours. Except in the event of an emergency as

reasonably determined by the Permittee, no such closure shall take place without notice and prior authorization from the City.

(f) Non-emergency work on arterial and collector streets may not be accomplished during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., in order to minimize disruption of traffic flow, except upon the express written approval of the City.

(g) All work performed in the Right-of-Way or which in any way affects vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected at the Permittee's expense. Such signage shall be in conformance with the latest edition of the City's Technical Specifications, unless otherwise agreed to by the City.

(h) The Permittee shall identify and locate any underground Facilities in conformance with the Kansas Underground Utility Damage Prevention Act "Kansas One Call" system, and notice shall be provided directly to the Public Works Department with respect to any municipal traffic signal and street light systems, as appropriate.

(i) The Permittee shall be liable for any damages to underground Facilities due to excavation work prior to obtaining location of such Facilities, or for any damage to underground Facilities that have been properly identified prior to excavation. The Permittee shall not make or attempt to make repairs, relocation or replacement of damaged or disturbed underground Facilities without the approval of the owner of the Facilities.

(j) Whenever there is an excavation by the Permittee, the Permittee shall be responsible for providing adequate traffic control to the surrounding area as determined by Public Works Director of the City. The Permittee shall perform work on the Right-of-Way at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the neighborhood. In the event the excavation is not completed in a reasonable period of time, the Permittee may be liable for any damages to the City for delay caused by the Permittee pursuant to this Article, in addition to any other remedies or penalties provided herein or as provided by law or at equity.

(k) All Facilities and other appurtenances laid, constructed and maintained by the Permittee shall be laid, constructed and maintained in accordance with acceptable engineering practice and in full accord with any and all applicable engineering codes adopted or approved by the parties and in accordance with applicable statutes of the State of Kansas, as well as the rules and regulations of the Kansas Corporation Commission or any other local, state or federal agency having jurisdiction over the parties.

(l) Following completion of permitted work for new construction, the Permittee shall keep, maintain and provide to the City accurate records and as-built drawings, drawn to scale and certified to the City as accurately depicting the location of all utility Facilities constructed pursuant to the permit. When available to the Permittee, maps and drawings provided will be submitted in AUTOCAD.DXF or AUTOCAD.DWG automated formats if available, or in hard copy otherwise. The Public Works Director may waive this requirement. Such information shall be subject in all respects and shall have the benefit of protection as set forth in the section entitled "Mapping Requirements of Service Provider" contained herein.

(m) The City may use the as-built records of the Service Provider's Facilities in connection with Public Improvements.

12.05.120. RIGHT-OF-WAY REPAIR AND RESTORATION.

(a) The work to be done under the Right-of-Way Permit and the repair and Restoration of the Right-of-Way as required herein must be completed within the dates as specified in the permit. However, in the event of circumstances beyond the control of the Permittee or when work was prohibited by unseasonal or unreasonable conditions, the Public Works Director may extend the date for completion of the project upon receipt of a supplementary application for a permit extension.

(b) All earth, materials, sidewalks, paving, crossing, utilities, Public Improvement or improvements of any kind damaged or removed by the Permittee shall be fully repaired or replaced promptly by the Permittee at its sole expense and the reasonable satisfaction of the City. The Public Works Director has the authority to inspect the repair or replacement of the damage, and if necessary, to require the Permittee to do the additional necessary work. Notice of the unsatisfactory Restoration and the deficiencies found will be provided to the Permittee and a reasonable time not to exceed fifteen (15) days will be provided to allow for the deficiencies to be corrected.

(c) After any excavation, the Permittee shall, at its expense, restore all portions of the Right-of-Way to the same condition or better condition than it was prior to the excavation thereof.

(d) In addition to repairing its own street cuts, the Permittee must restore any area within five (5) feet of the new street cut that has previously been excavated, including the paving and its aggregate foundations. In the event of lengthy longitudinal street cuts, the Public Works Director may require the entire lane to be repaved.

(e) If the Permittee fails to restore the Right-of-Way in the manner and to the condition required by the Public Works Director, or fails to satisfactorily and timely complete all Restoration the City may, at its option, serve written notice upon the Permittee and its surety that, unless within five days after serving of such notice, a satisfactory arrangement can be made for the proper Restoration of the Right-of-Way, the City shall immediately serve notice of failure to comply upon the surety and the Permittee, 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 ten (10) days from the date of notice, the City may take over the work and prosecute same to completion, by contract or otherwise, at the expense of the Permittee, and the Permittee and its surety shall be liable to the City for any and all excess cost assumed by the City by reason of such prosecution and completion.

(f) The Permittee responsible for the excavation who leaves any debris in the Right-of-Way shall be responsible for providing safety protection in accordance with the latest edition of the City's Technical Specifications and any applicable federal or state requirement.

(g) If an excavation cannot be back-filled immediately and left unattended, the Permittee shall securely and adequately cover the unfilled excavation. The Permittee has sole responsibility for maintaining proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.

(h) In restoring the Right-of-Way, the Permittee guarantees its work and shall maintain it for twenty-four (24) months following its completion. During the twenty-four (24) months the Permittee shall, upon notification from the Public Works Director, correct

all Restoration work to the extent necessary, using any method as required by the Public Works Director. The work shall be completed within a reasonable time, not to exceed thirty (30) calendar days, of the receipt of notice from the Public Works (not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable). In the event the Permittee is required to perform new Restoration pursuant to the foregoing guarantee, the Public Works Director shall have the authority to extend the guarantee period for such new Restoration for up to an additional twenty-four (24) months from the date of the new Restoration, if the Public Works Director determines any overt action by the Permittee not to comply with the conditions of the Right-of-Way Permit and any Restoration requirements.

(i) The twenty-four (24) month guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

(j) Payment of an Excavation Fee shall not relieve the Permittee of the obligation to complete the necessary Right-of-Way Restoration.

12.05.121. CLEATED OR FLANGED WHEELS ON PAVEMENT PROHIBITED. It shall be unlawful for any Person to drive or operate any vehicle equipped with cleated or flanged wheels upon any of the paved streets or alleys of the city in such a manner as to cause injury or damage to such paved street or alley.

12.05.122. DAMAGE OR MODIFICATION TO PAVING OR CURBS. It shall be unlawful for any Person to break, damage, or injure any paving or curb on any Right-of-Way of the city. It shall further be unlawful to modify or alter any paving, curb, or gutter.

12.05.123. STORAGE ON RIGHT-OF-WAY. It shall be unlawful for any Person to place, leave, or store, or cause to be placed, left, or stored, any implements, dead or disabled automobiles or vehicles, tools, boxes, merchandise, goods, trash, cans, crates, junk, or other property upon any Right-of-Way except for the purpose of loading or unloading the same. Temporary signs which are not in violation of Section 12.05.109(n) and which comply with Section 18.170 of the City Code are not prohibited by this section.

12.05.124. OBSTRUCTING STREETS. It shall be unlawful for any Person to deposit or cause to be deposited any garbage, trash, or other refuse, including grass, leaves, ice, snow, dirt, or any other foreign substances, onto any streets or gutters of the city, when such deposits obstruct or, in any way, interfere with the free flow of traffic or running water upon streets.

12.05.125. STATE HIGHWAY RIGHT-OF-WAY. Any Persons making any excavations or modifications or repairs in or on the State Highway Right-of-Way shall first obtain a permit from the Kansas Department of Transportation. However, public utilities may make any such excavations or modifications or repairs in the event of an emergency which would prohibit compliance with this article or other legal requirement, but any such public utility must notify the Police Department before commencing any such cut or excavation, and further must comply with all other requirements contained in the article and all other legal

requirements within 72 hours of making any such emergency excavations, modifications, or repairs.

12.05.126. COMPLIANCE WITH LAW. All work shall be performed in compliance with all State, Federal, and Local requirements including, but not limited to, the Americans with Disabilities Act as amended.

12.05.127. REMEDIES NOT EXCLUSIVE. Nothing herein shall limit the City in its exercise of any and all rights it has or may have, at law or at equity, including, but not limited to, any right to seek compensation for damages to any Right-of-Way that may exceed the amount of any deposit or bond held by or for the benefit of the City.

12.05.128. JOINT APPLICATIONS.

(a) Applicants may apply jointly for permits to Excavate the Right-of-Way at the same time and place.

(b) Applicants who apply jointly for a Right-of-Way Permit may share in the payment of the permit fee. Applicants must agree among themselves as to the portion each shall pay.

(c) Joint Applicants shall be jointly and severally liable for any and all obligations and duties described in the Gardner Municipal Code.

12.05.129. SUPPLEMENTARY APPLICATIONS.

(a) A Right-of-Way Permit shall only be valid for the area of the Right-of-Way specified within the permit. No Permittee may cause any work to be done outside the area specified in the permit, except as provided herein. Any Permittee who determines that an area greater than that which is specified in the permit must be excavated must do the following prior to the commencement of work in that greater area: (a) make application for a permit extension and pay any additional fees required thereby; and (b) receive a new Right-of-Way Permit or permit extension.

(b) A Right-of-Way Permit shall be valid only for the dates specified in the permit. No Permittee may commence work before the permit start date or, except as provided herein, may continue working after the end date. If a Permittee does not complete the work by the permit end date, the Permittee must apply for and receive a new Right-of-Way Permit or a permit extension for additional time. This supplementary application must be submitted to the City prior to the permit end date.

12.05.130. OTHER OBLIGATIONS.

(a) Obtaining a Right-of-Way Permit under this Article shall not relieve the Permittee of its duty to obtain any necessary permit, license, certification, grant, Registration, franchise agreement or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the KCC, and to pay any fees required by any other City, County, State, or Federal rules, laws, or regulations. A Permittee shall perform all work in full accord with any and all applicable

engineering codes adopted or approved by the parties and in accordance with applicable statutes of the State of Kansas, and the rules and regulations of the KCC or any other local, state or federal agency having jurisdiction over the parties. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations and shall be responsible for all work done in the Right-of-Way pursuant to its permit, regardless by whom the work is done by.

(b) Except in cases of an emergency or with approval of the Public Works Director, no Right-of-Way work may be done when conditions are unreasonable for such work.

(c) A Permittee shall not disrupt a Right-of-Way such that the natural free and clear passage of water through the gutters or other waterways is interfered with when the project is complete.

12.05.131. DENIAL OF PERMIT.

(a) The Public Works Director may deny a permit or prohibit the use or occupancy of a specific portion of the Right-of-Way to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the Right-of-Way, or when necessary to protect the Right-of-Way and its users. The Public Works Director, at his or her discretion, may consider all relevant factors including but not limited to:

(1) The extent to which the Right-of-Way space where the permit is sought is available;

(2) The competing demands for the particular space in the Right-of-Way;

(3) The availability of other locations in the Right-of-Way or in other Right-of-Way for the Facilities of the Applicant (except with respect to applications by service providers for the installation of wireless facilities or support structures as defined in K.S.A.66-2019);

(4) The applicability of any ordinance or other regulations that affect location of Facilities in the Right-of-Way;

(5) The degree of compliance of the Applicant with the terms and conditions of its franchise, this Article, and other applicable ordinances and regulations;

(6) The degree of disruption to surrounding communities and businesses that will result from the use of that part of the Right-of-Way;

(7) The balancing of costs of disruption to the public and damage to the Right-of-Way, against the benefits to that part of the public served by the construction in the Right-of-Way;

(8) Whether the Applicant maintains a current Registration with the City;

(9) Whether the issuance of a Right-of-Way Permit for the particular dates and/or time requested would cause a conflict or interferes with an exhibition, celebration, festival, or any other event. In exercising this discretion, the Public Works Director shall be guided by the safety and convenience of anticipated travel of the public over the Right-of-Way.

(b) Notwithstanding the above provisions, the Public Works Director may in his or her discretion issue a Right-of-Way Permit in any case where the permit is necessary to:

- (1) Prevent substantial economic hardship to a user of the Applicant's service;
- (2) Allow such user to materially improve the service provided by the Applicant.

(c) The Public Works Director shall not issue a Right-of-Way Permit for encroachments in the Right-of-Way for private purposes that create a safety hazard and would be deemed a nuisance.

12.05.132. REVOCATION OF PERMIT.

(a) Permittees hold Right-of-Way Permits issued pursuant to this Article as a privilege and not as a right. The City reserves its right as provided herein, to revoke any Right-of-Way Permit, without refund of the permit fee, in the event of a substantial breach of the terms and conditions of any law or the Right-of-Way Permit. A substantial breach shall include, but not be limited to the following:

- (1) The violation of any material provision of the Right-of-Way Permit;
- (2) An evasion or attempt to evade any material provision of the Right-of-Way Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
- (3) Any material misrepresentation of any fact in the permit application or any activity conducted pursuant to said permit;
- (4) The failure to maintain the required bond or insurance;
- (5) The failure to complete the work in a timely manner;
- (6) The failure to correct a condition indicated on an order issued pursuant to this Article;
- (7) Repeated traffic control violations; or
- (8) Failure to repair Facilities or property damaged in the Right-of-Way or on any public or private property.

(b) If the Public Works Director determines that the Permittee has committed a substantial breach of any law or condition placed on the Right-of-Way Permit, the Public Works Director shall make a written demand upon the Permittee to remedy such violation. The demand shall state that the continued violation may be cause for revocation of the permit, or legal action if applicable. Further, a substantial breach, as stated above, will allow the Public Works Director, at his or her discretion, to place additional or revised conditions on the Right-of-Way Permit, specifically related to the manner in which the breach is cured by the Permittee. Within five (5) calendar days of receiving notification of the breach, Permittee shall contact the Public Works Director with a plan, acceptable to the Public Works Director, for correction of the breach. Permittee's failure to contact the Public Works Director, Permittee's failure to submit an acceptable plan, or Permittee's failure to reasonably implement the approved plan shall be cause for immediate revocation of the Right-of-Way Permit.

(c) If a Right-of-Way Permit is revoked, the Permittee shall also reimburse the City for the City's reasonable costs, including administrative costs, restoration costs and

the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

12.05.133. WORK REQUIREMENTS AND INSPECTIONS.

(a) Any excavation, back filling, repair and restoration, and all other work performed in the Right-of-Way shall be done in conformance with the City's Technical Specifications as promulgated by the Public Works Director.

(b) The Permittee shall employ a testing laboratory as approved by the Public Works Director, which shall certify the proper backfilling on any street cut. The Permittee shall pay all costs associated with such testing. This provision shall be waived when flowable fill is used as backfill or with the permission of the Public Works Director.

(c) The Permittee shall notify the office of the Public Works Director upon completion of the authorized work permit.

(d) The Permittee will notify the Public Works Director to schedule an inspection at the start of backfilling. Upon completion of all Right-of-Way restoration activities, the Permittee will schedule a closeout inspection.

(e) When any corrective actions required have been completed and inspected to the Public Works Director's satisfaction, the two-year maintenance period will begin.

(f) In addition to the required scheduled inspections, the Public Works Director may choose to inspect the ongoing permitted work in the Right-of-Way at any time to ensure that all requirements of the approved permit are being met by the Permittee.

(g) At the time of any inspection, the Public Works Director may order the immediate cessation of any work which poses a threat to the life, health, safety, or well-being of the public. The Public Works Director may issue a citation to the Permittee for any work, which does not conform, to the applicable standards, conditions, code or terms of the permit. The citation shall state that failure to correct the violation will be cause for revocation of the permit.

12.05.134. APPEALS PROCESS.

(a) Whenever a Person shall deem themselves aggrieved by any decision or action taken by the Public Works Director, the Person may file an appeal to the Governing Body within ten (10) calendar days of the date of notice of such decision or action.

(b) The Persons shall be afforded a hearing on the matter before the Governing Body within thirty (30) days of filing the appeal, unless the parties agree to an extension of time.

(c) In cases of applicability or interpretation of the rules, the Governing Body may revoke such decision or action taken by the Public Works Director.

(d) In cases where compliance with such decision or action taken by the Public Works Director would cause undue hardship, the Governing Body may extend the time limit of such decision or action, or may grant exceptions to, or waive the requirements of the specific provisions of rules. The Governing Body shall give due consideration to the purposes of the rules in preserving public safety and convenience, integrity of public infrastructure, and the operational safety and function of the public Right-of-Way.

(e) Pending a decision of the Governing Body, the order of the Public Works Director shall be stayed, unless the Public Works Director determines that such action will pose a threat to public safety or the integrity of the public infrastructure. If a Person still deems himself or herself aggrieved after the appeal to the Governing Body, such Person shall have thirty (30) days after the effective date of the Governing Body's final decision to institute an action in the District Court of Johnson County, Kansas.

12.05.135. INDEMNIFICATION. A ROW-user shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent the same are caused by any act or failure to act of the ROW-user, any agent, officer, director, or their respective officers, agents, employees, directors or representatives, while installing repairing or maintaining Facilities in a public Right-of-Way. Nothing herein shall be deemed to prevent the City, or any agent thereof from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the ROW-user from its duty to defend against liability or its duty to pay any judgment entered against the City, or its agents.

If a ROW-user and the City are found jointly liable or subject to principles of comparative fault by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state or federal law. This section is solely for the benefit of the City and ROW-user and does not create or grant any rights, contractual or otherwise, to any other Person or entity.

12.05.136. FORCE MAJEURE. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other circumstances beyond the ROW-user's or the City's control.

12.05.137. FEDERAL, STATE AND CITY JURISDICTION. This Article shall be construed in a manner consistent with all applicable federal, state, and local laws, regulations, and policies. Notwithstanding any other provisions of this Article to the contrary, the construction, operation and maintenance of the ROW-user's Facilities shall be in accordance with all laws and regulations of the United States, the state and any political subdivision thereof, or any administrative agency thereof, having jurisdiction. In addition, the ROW-user shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. The ROW-user's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. The ROW-user shall comply with all applicable laws and ordinances enacted pursuant to that power. Finally, failure of the ROW-user to comply with any applicable law or regulation may result in a forfeiture of any permit, Registration or authorization granted in accordance with this Article.

12.05.138. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Article is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof, or the Gardner Municipal Code or any portion thereof.

12.05.139. CITY'S FAILURE TO ENFORCE. The City's failure to enforce or remedy any noncompliance of the terms and conditions of this Article or of any permit granted hereunder shall not constitute a waiver of the City's rights nor a waiver of any Person's obligation as herein provided.

12.05.140. PENALTIES.

(a) Any Person or entity violating any provision of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than \$200.00 nor more than \$500.00 or imprisonment in jail for not more than six months or be both so fined and imprisoned. Every day that this Article is violated shall constitute a separate offense.

(b) The violation of any provision of this Ordinance is hereby deemed to be grounds for revocation of the permit and Registration to operate with the City.

(c) The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Article. In addition to any other remedies, the City Attorney may institute injunction, mandamus or other appropriate action or proceeding to prevent violation of this Article.

12.05.141. RESERVATION OF RIGHTS.

(a) In addition to any rights specifically reserved to the City by this Article, the City reserves unto itself every right and power which is required to be reserved by a provision of any ordinance under any Registration, permit or other authorization granted under this Article. The City shall have the right to waive any provision of this Article or any Registration, permit or other authorization granted thereunder, except those required by federal or state law, if the City determines as follows: (a) that it is in the public interest to do so; and (b) that the enforcement of such provision will impose an undue hardship on the Person. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding involving the provisions herein.

(b) Notwithstanding anything to the contrary set forth herein, the provisions of this Article shall not infringe upon the rights of any Person pursuant to any applicable state or federal statutes, including, but not limited to the right to occupy the Right-of-Way.

12.05.142. INTERPRETATION. The provisions of this Article shall be liberally construed to effectively carry out its purposes which are hereby found and declared to be in furtherance of the public health, safety, welfare, and convenience.

SECTION 2: Sections 12.05.010-12.05.030 and 12.20.050 of the Code of the City of Gardner are hereby repealed.

SECTION 3: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION 4: This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED by the City Council this 19th day of September, 2016.

APPROVED by the Mayor this 19th day of September, 2016.

CITY OF GARDNER, KANSAS

(SEAL)

Chris Morrow, Mayor

Attest:

Jeanne Koontz, City Clerk

Approved as to form:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: SEPTEMBER 19, 2016

STAFF CONTACT: CHRIS MORROW, MAYOR

Agenda Item: Consider extension of the Airport Advisory Board appointment process.

Strategic Priority: N/A

Department: Mayor

Recommendation:

Staff recommends that the Council extend the Airport Advisory Board appointment process for 30 days until October 19, 2016.

Background/Description of Item:

Chad Tate has resigned from the Airport Advisory Board. Notification was published in *The Gardner News* for two weeks beginning August 17 and on the City's website. The deadline for applications was August 26. The Interview Team recommends extending the appointment process 30 days as provided for in the Governing Body Rules of Procedure to allow additional time for the Interview Team to conduct interviews.

Attachments Include: N/A

Suggested Motions:

Approve the extension of the Airport Advisory Board appointment process for 30 days until October 19, 2016.