AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas Monday, October 2, 2017 7:00 p.m.



CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

- 1. Proclaim October 1, 2017 October 8, 2017 as Public Power Week
- 2. Proclaim the month of October as Community Planning Month

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 18, 2017
- 2. Standing approval of City expenditures prepared September 12, 2017 in the amount of \$321,370.85; September 22, 2017 in the amount of \$1,738,713.51; September 26, 2017 in the amount of \$2,000.00
- 3. Consider a recommendation to award a lease contract to replace two specialty vehicles.

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

COUNCIL UPDATE – Oral presentation unless otherwise noted.

EXECUTIVE SESSION

ADJOURNMENT







Page No. 2017-223 September 18, 2017

The City Council of the City of Gardner, Kansas met in regular session on September 18, 2017 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 Rich Melton, Steve Shute, Lee Moore, Kristina Harrison and Todd Winters. City staff present were City Administrator Cheryl Harrison-Lee; Police Chief James Pruetting; Public Works Director Michael Kramer; Business & Economic Development Director Larry Powell; Parks & Recreation Director Scott Garrie; Utility Director Gonzalo Garcia and City Clerk Amy Waller. 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

PRESENTATIONS

1. Proclamation by the Governor recognizing Smoke on the Trails on September 29, 2017 as an official State Barbeque Championship

PUBLIC COMMENTS

Mike Jensen of 15665 N Moonlight Rd stated that the Leavenworth County Commissioners had revoked bond support for the Tyson Plant that morning, based on public opinion. Mr. Jensen provided statistics from the NTSB on anhydrous ammonia leaks. He said that the Lineage Logistics plant would cause an increase in rail and semi traffic.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the meetings on August 17, 2017 and on August 21, 2017.
- 2. Standing approval of City expenditures prepared August 22, 2017 in the amount of \$33,299.70; on August 23, 2017 in the amount of 141.60; on August 25, 2017 in the amount of \$368,789.34; on August 25, 2017 in the amount of \$386.00; on August 31, 2017 in the amount of \$31,267.10; on August 31, 2017 in the amount of \$6,250.25; on August 31, 2017 in the amount of \$2,079,790.68; On September 6, 2017 in the amount of \$213,568.58; On September 8, 2017 in the amount of \$86.20
- 3. Consider a recommendation that the City Administrator execute Quit Claim Deeds for the sale of properties at Gardner Lake.
- 4. Consider authorizing the City Administrator to execute an agreement with Wilson & Company, Inc. to design the street improvements of Santa Fe, from Waverly to Poplar.
- 5. Consider authorizing the City Administrator to execute a contract with Burns & McDonnell to conduct an Electric Rate Study

Councilmember Harrison moved to approve the Consent Agenda items.

Councilmember Melton seconded the motion.

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

COMMITTEE RECOMMENDATIONS

 Consider adopting an ordinance approving amendments to the City of Gardner Comprehensive Plan to add Chapter 12 Capital Improvements Element

Onelia Lazzari from EDA gave a presentation on the Capital Improvements Element.

Public Comment:

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There were no public comments pertaining to this item.

Councilmember Shute moved to adopt Ordinance 2553 approving amendments to the City of Gardner Comprehensive Plan to add Chapter 12 Capital Improvements Element

Councilmember Winters seconded the motion.

With all of the Councilmembers voting in favor of the motion, the Ordinance was passed and assigned Ordinance No. 2553.

Melton: Yes
Shute: Yes
Harrison: Yes
Moore: Yes
Winters: Yes

2. Consider accepting the dedication of right-of-way and easements for Copper Springs VI subdivision (FP-17-04).

Public Comment:

There were no public comments pertaining to this item.

Councilmember Melton moved to accept the dedication of rights-of-way and easements on the final plat for Copper Springs VI.

Councilmember Shute seconded the motion.

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

3. Consider adopting an ordinance approving amendments to the City of Gardner Comprehensive Plan amending Chapters 2, 4, 7, 10, 11 and adding Appendix A

Public Comment:

There were no public comments pertaining to this item.

Councilmember Shute moved to adopt Ordinance 2554 approving amendments to the City of Gardner Comprehensive Plan amending Chapters 2, 4, 7, 10, 11 and adding Appendix A

Councilmember Harrison seconded the motion.

With all of the Councilmembers voting in favor of the motion, the Ordinance was passed and assigned Ordinance No. 2554.

Shute: Yes
Harrison: Yes
Moore: Yes
Winters: Yes
Melton: Yes

OLD BUSINESS

 Consider adopting a resolution designating the Legal Record as the official newspaper for the City of Gardner, Kansas.

Public Comment:

Michael Blanchard of 360 West Madison asked the Council to think about the action being taken and to not move forward with changing the paper of record.

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Councilman Melton asked if the Gardner News had agreed to adjust their pricing. City Clerk Amy Waller stated that the pricing included in the agenda packet for all publications was current.

Councilmember Moore moved to adopt Resolution 1973 designating the Legal Record as the official newspaper for the City of Gardner, Kansas.

Councilmember Melton seconded the motion.

With the members of the Governing Body equally divided on the roll call vote, the motion was lost.

Harrison: No
Moore: Yes
Winters: No
Melton: Yes
Shute: Yes
Morrow: No

Councilman Moore stated that he wished to discuss a point of order. He said that the city had not chartered out of K.S.A 12-10-02, which according to AGO 92-41 meant the Mayor could not vote except in the case of a tie. City Attorney Ryan Denk stated that pursuant to Charter Ordinances 19 and then 26, the Mayor is a member of the Governing Body for the City of Gardner, and that there are AGOs supporting that when the Mayor is deemed to be a member of the Governing Body pursuant to Charter Ordinance, the Mayor is a member of the voting body when the statute dictates that the Governing Body votes. Councilman Moore stated that he had found an AGO refuting this. Councilman Melton stated that on June 18, 2007 the Council voted on the official newspaper with Resolution 1727 and the Mayor did not vote. Councilman Shute asked if the Charter Ordinances being cited were in effect at this time.

Councilman Moore stated that he understood there were some exceptions for planning related items, but that there was nothing in Charter Ordinance 26 giving the Mayor anything but a tie breaking vote. Attorney Denk stated that the AGO opinion he was referring to states that when the city's Charter Ordinance dictates that the Mayor is a member of the Governing Body, the Mayor gets to vote when Kansas Statutes dictate the Governing Body take action. Councilman Moore stated that the AGO that he had just provided Attorney Denk did not follow this. Attorney Denk stated that this AGO did not appear to involve a municipality with a Charter Ordinance designating the Mayor as a member of the Governing Body.

Mayor Morrow stated that based on legal opinion and action already taken, Councilman Moore could revisit this issue with Staff and legal counsel. Attorney Denk stated that he would forward the AGOs he was working off of.

Councilman Moore stated that he did not have a lot of confidence in this legal opinion. He stated that there was either something to fix or there was a misinterpretation.

NEW BUSINESS

1. Consider amending Resolution No. 1763 of the City of Gardner; a Master Resolution of Intent adopted on December 15, 2008 for the issuance of Industrial Revenue bonds for Midwest Commerce Center

Business and Economic Development Director Larry Powell provided details on "Project School" to be located in the Midwest Commerce Center location and the changes that needed to be made to the existing Master Resolution in order to prepare the IRB letter of intent in October to reflect updates in the city's policy on tax abatements and to extend the Resolution's termination date.

Public Comment:

Clint Barney of 136 N Cedar Street asked for clarification on the extension.

Mr. Powell stated the request was for a 10 year extension. He said Staff recommends extending for 5 years, with automatic 5 year renewal unless the City Council ends the master resolution prior to the automatic renewal.

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Councilman Shute asked if the School District felt arrangement was acceptable. Mr. Powell stated that he met with Jeremy McFadden from the School District regarding the proposed pilot and that Mr. McFadden was comfortable with this.

Councilman Moore stated that the proposal is that there is no payment for the first five years and then it progressively goes up. He said he would like to know why this was changed from the original straight fifty percent. Mr. Powell stated straight 50 is no longer the city's policy and the master resolution needs to be current with the policy. He said the tax abatement proposal from staff was in order to allow city to be competitive with other locations and that the overall abatement is equitable with the Hampton project and with what School District felt was fair.

Councilmember Shute moved to adopt Resolution 1973, a resolution amending Resolution No. 1763 of the City of Gardner; a Master Resolution of Intent adopted on December 15, 2008 for the issuance of Industrial Revenue bonds for Midwest Commerce Center

Councilmember Winters seconded the motion.

With all of the Councilmembers voting in favor of the motion, the Resolution was passed and assigned Resolution No. 1973.

Moore: Yes
Winters: Yes
Melton: Yes
Shute: Yes
Harrison: Yes

2. Consider authorizing the City Administrator to execute an Agreement with TreanorHL for architectural professional services for the new Gardner Justice Center.

Public Comment:

There were no public comments pertaining to this item.

Councilmember Harrison moved to authorize the City Administrator to execute a contract with TreanorHL for architectural professional services for the new Gardner Justice Center, subject to city attorney review and approval, in the amount of \$965,000.00 for Basic Services, \$25,000.00 for FFE Design, and Allowances of \$61,500.00 for Reimbursable Expenses.

Councilmember Shute seconded the motion.

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

3. Consider adopting an ordinance amending Chapter 10.15, Truck Routes, of the Gardner Municipal Code by repealing and replacing, in its entirety, Ordinance Nos. 2355 and 2443.

Chief Pruetting stated this ordinance does not allow trucks to pass through Gardner off of designated truck routes; farm trucks will still have to take the most direct route to and from a truck route from their place of business.

Public Comment:

There were no public comments pertaining to this item.

Councilmember Melton moved to adopt Ordinance 2555, an Ordinance amending Chapter 10.15, Truck Routes, of the Gardner Municipal Code by repealing and replacing, in its entirety, Ordinance Nos. 2355 and 2443.

Councilmember Harrison seconded the motion.

With all of the Councilmembers voting in favor of the motion, the Ordinance was passed and assigned Ordinance No. 2555.

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Winters: Yes
Melton: Yes
Shute: Yes
Harrison: Yes
Moore: Yes

4. Consider adopting an ordinance amending the "Governing Body Rules of Procedure" to provide for an appeal of the Mayor's determination relating to order of a meeting and determination of matters relating to the conduct of a meeting to the City Council

Public Comment:

There were no public comments pertaining to this item.

Councilmember Melton moved to adopt Ordinance 2556, an Ordinance amending the "Governing Body Rules of Procedure" to provide for an appeal of the Mayor's determination relating to order of a meeting and determination of matters relating to the conduct of a meeting to the City Council

Councilmember Shute seconded the motion.

With all of the Councilmembers voting in favor of the motion, the Ordinance was passed and assigned Ordinance No. 2556.

Melton: Yes
Shute: Yes
Harrison: Yes
Moore: Yes
Winters: Yes

COUNCIL UPDATES

Utilities Director Gonzalo Garcia stated that Gardner and other cities in Kansas sent personnel to Orlando to assist with recovery from Hurricane Irma. He said this crew helped to reduce outages by in the area they worked in by over 130,000.

Parks and Recreation Director Scott Garrie provided an update on Smoke on the Trails providing details of the event on September 29 and 30, 2017.

Mr. Powell provided updates on the CVS, Dairy Queen, O'Reilly, and Hampton projects. He said there had been sewer line issues and gas line issues related to the CVS project, which have been resolved.

Public Works Director Michael Kramer stated that there had been a grounds inspection at the airport with the FAA that day as part of grant compliance which went well. He stated that there is currently a limited amount of airport funding and the projects on funding list are highest priority projects around country.

Mayor Morrow asked for an updated wastewater report on the Friday Minute Memo

Mr. Kramer provided an update on the Pavement Management Program. He said that several areas have been 100% completed. He said that citizen notification needs to improve and that the Public Works department is looking into how to improve this process with contractors.

Mr. Kramer stated that there is a low spot on a trail in the park discovered after getting three inches of rain and that staff can do some earthwork grading to improve drainage and rectify this.

Mr. Kramer talked about potential solutions to address safety issues at 191st street at the interstate exit. He said the long term solution is to redesign the intersection, but this will not be completed until 2019. He explained what causes the issues and when they occur. The Council requested that Mr. Kramer and Chief Pruetting look into options to address these safety issues and report back to the Council at the next meeting.

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Attorney Denk stated that he had looked into the Lineage Logistics project as requested at the previous Council meeting and had found that the project had complied with state statutes and county zoning requirements. He said the property was zoned appropriately for the use being planned. He said the county zoning ordinance requires notice within 1000', and while the City did receive notice, that notice did not mention ammonia issues or anything similar.

Mr. Powell stated that the question was whether the city had to approve or take any action recognizing or approving the issuance of bonds or if notification was required prior to action. K.S.A. 12-17-41-B section b says that since this project is on county property and the county is issuing the bond, the only government that has to take action is the county.

Councilman Shute asked if the opponents want to pursue this further does it start and finish with the County Commission. Attorney Denk stated that the Council could adopt a Resolution expressing displeasure but it would have no legal standing to stop or block the development.

City Administrator Harrison-Lee stated that last week she attended a meeting hosted by KCADC for the Amazon Headquarters project. She said that Kansas City, Missouri was one of areas listed as the best places and the purpose of the meeting was to look at the key things that the region could provide to showcase. She continued that RFP considerations include site selection, lifestyle, and transportation. She said that KCADC has engaged some national consultants to look at suburban vs urban areas and, once the best sites are chosen, to help to develop a plan the entire region is behind.

City Administrator Harrison-Lee stated she had an opportunity to meet with Staff from Johnson County Managers' office. She said that New Century Airport is big user of Gardner's water and continues to expand, so an agreement to supply additional water is currently being finalized. She said she had the opportunity to meet with Police Chief and leadership staff to take public safety needs into consideration as Gardner continues to expand, especially across the interstate. She thanked Mayor Morrow and Councilman Shute for allowing the city to blaze new trails with CIE, as this is not statutorily required in Kansas. She said that one of the things that can get an area eliminated quickly from consideration for the Amazon project is not having a utility plan.

Councilman Moore stated that he had received communication that the fuel pump at the airport has been down for four weeks. Mr. Kramer stated the pump was damaged in a storm and the city was working with QT to get it back up and running as the system is older and not made any more so it had to be upgraded. He continued that the city received the parts Friday and started working on it immediately.

Councilman Moore stated that Charter Ordinances 19, 26, and 27 all of which list exempting the City of Gardner from various Kansas statutes, but not from K.S.A. 14-301. He asked for consensus to have the City Attorney provide documentation. Attorney Denk stated that he had already agreed to provide the relevant AGOs. Councilman Moore asked if AGO trumps Kansas statute 14-301 and asked for something in writing. Attorney Denk stated that he had already agreed to provide this.

Councilwoman Harrison asked about the status of the bridge at Madison discussed during the August 21, 2017 meeting. Mr. Powell stated that the bridge needs to be removed or replaced. He said that installing culverts to make a basic path, including removal and repaving of south side path, is estimated at \$25,000 - \$27,000. He said he has no estimate yet for the bridge replacement cost

Councilwoman Harrison stated that there are concerns about speeding and stop signs being knocked over at Sunset and Buckeye. Mr. Kramer stated that the City Engineer discovered the problem is when kids leave school. He said Public Works will perform a traffic study once the speed trailer is gone.

Councilwoman Harrison stated that she had received a letter about an investigation of complaints regarding ADA issues and would like for staff to reach out to determine next steps.

Councilman Melton asked for an update on the signs on the way into town. Mr. Kramer stated that staff was waiting for a new mock up using different colors.

Councilman Melton asked how the Leadership Meeting with the Mayor, Council President, and Council Vice-president is not a KOMA. Mayor Morrow stated that it is not a majority of the City Council, is not a quorum, and is not a voting meeting.

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Councilman Winters stated that he would like to acknowledge Matt McClure with the Parks and Rec Department for Gardner's soccer program.

Councilman Shute asked what could be done about flooding behind houses in Genesis Farms where a berm had been built. Mr. Kramer stated that he believes that there is piping under berm to handle runoff.

Mayor Morrow stated that he went to meeting about updates for development regarding the Amazon project. He thanked the staff that worked on the Master Plan and the CIE. He stated that the city was live streaming.

Executive Session

Councilmember Harrison moved to recess into executive session pursuant to K.S.A. 75-4319 (b) (1), to discuss matters related to non-elected personnel beginning at 09:41 p.m..; and returning to regular session at 09:51 p.m.

Councilmember Shute 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 09:51 p.m.

Councilmember Shute seconded the motion.

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

Councilmember Shute moved to recess into executive session pursuant to K.S.A. 75-4319 (b) (1), to discuss matters related to non-elected personnel beginning at 09:51 p.m..; and returning to regular session at 10:11 p.m.

Councilmember Melton 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 10:11 p.m.

Councilmember Melton seconded the motion.

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

Councilmember Shute moved to recess into executive session pursuant to K.S.A. 75-4319 (b) (1), to discuss matters related to non-elected personnel beginning at 10:12 p.m..; and returning to regular session at 10:32 p.m.

Councilmember Melton 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 10:32 p.m.

Councilmember Shute seconded the motion.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Harrison and seconded by Councilmember Shute the meeting adjourned at 10:32 p.m.

City Clerk	

Gardner City Council Meeting

September 18, 2017

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S5	00112	KANSAS ONE-CALL SYSTEM IN		TOTAL	128.73	
VENDOR TOTAL * .00	80255	004143 00 09/12/2017	31-4320-443.31-1	LOCATES	EFT:	21.00
060 004143 00 09/12/2017 602-1340-413.47-05 TIME & ATTENDANCE EFT: 2,64 VENDOR TOTAL * .00 3,00 2,64 VENDOR TOTAL * .00 1,34	004076 0	KRONOS INCORPORATE		R TOTAL	.00	
VENDOR TOTAL * .00 2,64	1225060	00 09/12/201	02-1340-413.47-0	& ATTENI	EFT:	643
### 100 PAVING MAINTENANCE SUPPLY (PMS1) **OUTHPIECES*** **VENDOR TOTAL *** **OUTHPIECES*** **VENDOR TOTAL *** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **VENDOR TOTAL *** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **VENDOR TOTAL *** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES*** **OUTHPIECES** **OUTHPIECES	50	LOU'S SPORTING GOOD			. 00	,643
VENDOR TOTAL * 116.00	8002-	0 004143 00 09/12/201	01-6110-461.47-5	MOUTHPIECES	116.00	
8380 004143 00 09/12/2017 117-3120-431.62-05 TOW CHARGE VENDOR TOTAL * .00 099999 00 NEBRASKA DEPT OF MOTOR VEHICLES 01-1330-413.31-15 DRIVING RECORD 3.00 001269 00 0'DONNELL AND SONS CONSTRUCTION 0009/12/2017 001-3120-431.52-08 ASPHALT PATCHING EFT: 1,34 001734 00 ORR WYATT STREETSCAPES PLOSES PAVEMENT MGMT PROGRAM PI0295 006576 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM PI0296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM EFT: 71,84 0003944 00 PAVING MAINTENANCE SUPPLY (PMSI)	000127 0	MARRIOTT		TOTAL	116.00	
VENDOR TOTAL * .00	8380	004143 00 09/12/201	17-3120-431.62-0		EFT:	65.00
91117 004149 00 09/12/2017 001-1330-413.31-15 DRIVING RECORD 3.00 001269 00 0'DONNELL AND SONS CONSTRUCTION VENDOR TOTAL * 6004 00 04143 00 09/12/2017 001-3120-431.52-08 ASPHALT PATCHING EFT: 1,343 001734 00 ORR WYATT STREETSCAPES PI0295 006576 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM PI0296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM EFT: 71,847 003944 00 PAVING MAINTENANCE SUPPLY (PMSI) VENDOR TOTAL * 004149 00 09/12/2017 001-1330-413.31-15 DRIVING RECORD VENDOR TOTAL * 004149 00 09/12/2017 001-1330-413.52-08 ASPHALT PATCHING * 0051734 00 ORR WYATT STREETSCAPES PAVEMENT MGMT PROGRAM EFT: 71,847	099999	NEBRASKA DEPT OF MOTOR VEHT	TEN	TOTAL	.00	G
001269 00 O'DONNELL AND SONS CONSTRUCTION 6004 004143 00 09/12/2017 001-3120-431.52-08 ASPHALT PATCHING 001734 00 ORR WYATT STREETSCAPES PI0295 006576 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM PI0296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM 003944 00 PAVING MAINTENANCE SUPPLY (PMSI) VENDOR TOTAL * O0 104,604	91117	004149 00 09/12/2017	01-1330-413.31-1		3.00	
6004 004143 00 09/12/2017 001-3120-431.52-08 ASPHALT PATCHING EFT: 1,343 001734 00 ORR WYATT STREETSCAPES PI0295 006576 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM PI0296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM EFT: 71,847 003944 00 PAVING MAINTENANCE SUPPLY (PMSI)	001269 0	O'DONNELL AND SONS CONS	NOT	TOTAL	3.00	
001734 00 ORR WYATT STREETSCAPES VENDOR TOTAL * .00 1,343 PI0295 006576 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM PI0296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM EFT: 32,757 P10296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM 003944 00 PAVING MAINTENANCE SUPPLY (PMSI)	6004	004143 00 09/12/2	001-3120-431.52-0	PATCI	EFT:	343.
PI0295 006576 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM EFT: 32,757 PI0296 006577 00 09/05/2017 117-3120-431.62-05 PAVEMENT MGMT PROGRAM EFT: 71,847 O03944 00 PAVING MAINTENANCE SUPPLY (PMSI)	001734 0	ORR WYATT STREETSCAPE			.00	343.
003944 00 PAVING MAINTENANCE SUPPLY (PMSI) VENDOR TOTAL * .00		PI0295 006576 00 09/05/201 PI0296 006577 00 09/05/201	17-3120-431.62-0 17-3120-431.62-0	MGMT	된 된 된 된 된 된 된 된 된 된 된 된 된 된 된 된 된 된 된	757 847
	003944	PAVING MAINTENANCE SUPPLY	MSI)		. 00	104,604.79

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PREPARED 09/12/2017,15:56:07 PROGRAM: GM339L CITY OF GARDNER

EXPENDITURE APPROVAL LIST AS OF: 09/12/2017 PAYMENT DATE: 09/12/2017

-1	SEQ#	VENDOR			
NO	-	VOUCHER I	ACCOUNT	DESCRIPTION	CHECK
0003944 9401702432	00	PAVING MAINTENANCE SUPPLY (1	(PMSI) 001-3120-431.52-08	CRACKFILL MATERIAL	EFT:
				VICT TEM !	D.T
0042	00			VENDOR TOTAL *	.00
083117	0	004151 00 09/12/2017	501-4110-441,46-01	PER DIEM	130.36
0045	00	FIRE PROTECTION		VENDOR TOTAL *	130.36
013761	C	-	603-3150-431.31-15	FIRE ALARM REVIEWS	EFT:
00014	00	IR DISTRIBITION		VENDOR TOTAL *	.00
78794570		t i	001-3116-431,44-02	CYLINDER RENTAL	EFT:
0041	00	T VOUTH SPORT		VENDOR TOTAL *	.00
539554	3		001-6110-461.47-53	BACKGROUND CHECKS	EFT:
00330	00	RICOH HISA INC		VENDOR TOTAL *	.00
5049982219		- 3	602-1340-413.43-02	PRINTER	348.41
000	00	WATER DISTRICT NO		VENDOR TOTAL *	348.41
0231-CITY	19		551-4520-445,40-01	MONTHLY BILLING	19.31
0000160	00	EE COPY CENTE		VENDOR TOTAL *	19.31
107220 107281 107219 107188			001-6105-461.47-02 001-6105-461.47-02 001-6105-461.47-02 001-6105-461.47-02 603-3150-431.52-01	BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS	EFT.:
0030	00	SMITH, JOSHUA		VENDOR TOTAL *	.00
082117		00 4143 00 09/12/2017	501-4130-441.46-01	PER DIEM	96,90
001	00	EST JOHNSON COUNTY	γ	VENDOR TOTAL *	96.90
090717	3	PI0294 006609 00 09/07/2017	105-1120-411.31-15	DEVELOPERS EXPO	臣 写 丁:
00	00	ES BUSINESS		VENDOR TOTAL *	.00
8046124519 8046003770 8046124532		0000	001-1330-413.52-20 001-2110-421.52-20 001-2110-421.52-20	OFFICE SUPPLIES OFFICE SUPPLIES	
0004299	00	STEEL CITY MEDIA		VENDOR TOTAL *	.00

EXPENDITURE APPROVAL LIST AS OF: 09/12/2017 PAYMENT DATE: 09/12/2017

VEND NO INVOICE NO	SEQ#	WENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE	ACCOUNT	ITEM DESCRIPTION	CHECK	EFT, EPAY OR HAND-ISSUED AMOUNT
0004299 09052017 090517	00	STEEL CITY N 004143 004143	MEDIA 00 09/12/2017 00 09/12/2017	105-1120-411.31-15 105-1120-411.31-15	ADVERTISISNG ADVERTISING	8FT:	2,000
0002545 RG2394015	00	SWANK MOTION 004143	PICTURES, INC 00 09/12/2017	001-6110-461.54-51	VENDOR TOTAL *	지 00	4,000.00
0001371 T949500	00	TERRACON CON	CONSULTANTS, INC 00 09/12/2017	117-6120-461.62-23	VENDOR TOTAL * PEDESTRIAN TRAILS PROJECT	339.00	413.00
0002055 14005	0.0	TG TECHNICAL	SERVICES 00 09/12/2017	521-4220-442.31-15	VENDOR TOTAL * REPAIR WORK	339.00 EFT:	410.00
0004352 196409	00	TRANSUNION F	RISK & ALTERNATIVE 00 09/12/2017	E DATA 001-2110-421.31-15	VENDOR TOTAL *	150.00	410.00
0004526 2017-103	00	ULTRA LOW LE	LEVEL MONITORS, LLC 00 09/12/2017	.C 001-2120-421.43-05	VENDOR TOTAL * PATROL CARS CO MONITORS	150.00 EFT:	2,064.00
0002988 1548509	00	UNISOURCE DO	DOCUMENT PRODUCTS 00 09/12/2017	602-1340-413.43-02	VENDOR TOTAL * PW COPIER	.00 EFT:	2,064.00 496.29
0000366 082617	00	WARDROBE CLE	CLEANERS INC. 00 09/12/2017	001-2120-421.42-02	VENDOR TOTAL * UNIFORM CLEANING	.00 403.50	
0002914 HWS181006	00	WICHITA STATE PI0290 006436	E UNIVERSITY 00 08/04/2017	001-1120-411.31-15	VENDOR TOTAL * ADA CITIZEN SURVEY	403.50 8,941.00	
0000585 9003003145	00	ZEP SALES & 004143	SERVICE 00 09/12/2017	501-4120-441.52-20	VENDOR TOTAL * CLEANING SUPPLIES	8,941.00 EFT:	279.66
					OTAL		308,279.66
				GRAND TOTAL	TOTAL EXPENDITURES **** L ***************	13,142.66	308,228.19 321,370.85

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PREPARED 09/22/2017, 9:20:50 PROGRAM: GM3391 CITY OF GARDNER

EXPENDITURE APPROVAL LIST AS OF: 09/22/2017 PAYMENT DATE: 09/22/2017

0004513 2017 PMP 2017 PMP 0003626 0001199 12249 0001808 1443-27375 144327374 0001986 3680507-00 3667174-00 3671049-00 0002420 0000029 10808624 0004490 167634-12 170050-14 0002847 4848285043 0000566 0004340 49974 50156 50157 VEND NO INVOICE NO 0004265 11.1 SEQ# VENDOR I VOUCHER P NO 00 00 100 00 00 00 00 00 00 00 00 00 BOVITZ, BLUE 1 BLACK 004498 BETTIS PI0308 (PI0309 (ANIXTER, 004498 PI0301 006 PI0310 006 ALL SEASONS 004156 004156 ALL CITY 004156 004156 004156 BCI MECHANICAL, 004497 00 004497 00 ALTEC 004156 ACCESS 004502 AMERICAN 004498 BRENNTAG VALLEY S ASPHALT & 006578 00 006579 00 006607 HILLS INDUSTRIES, INC. 00 09/22/2017 NAME P.O. INFORMATION 00 09, JAMIE MID-SOUTH, INC. TOPSOIL, INC. 00 09/22/2017 MANAGEMENT SERVICES 00 09/22/2017 00 09/22/2017 00 09/22/2017 ENERGY 00 09/22/2017 PUBLIC SAFETY, 00 09/22/2017 EVENT RENTAL 00 09/22/2017 00 09/22/2017 000 00 BNK & CONSTRUCTION 09/18/2017 09/18/2017 09/22/2017 08/31/2017 09/07/2017 INC 09/22/2017 09/22/2017 09/12/2017 CHECK/DUE DATE PROTECTED /22/2017 INC 001-501-4130-441.46-01 501-4120-441 117-3120-431. 117-3120-431. 531-4320-443 531-4320-443 501-4130-441.5 501-4130-441.5 501-4130-441.5 INC 001-2110-421.31-15 001-2110-421.31-15 001-2110-421.31-15 521-4230-442.52 501-4130-441.52-02 001-6110-461. 001-6110-461. 001-1150-ACCOUNT -2110-421. 411 .43-02 .62-05 43-02 31-15 .54-51 .54-51 31-15 2-31 12 EXHAUST CONDUIT STREET I WIRE PER 2017 WARNING MONTHLY DIRT TENT TEMP CROSSING GUARD SVCS CROSSING GUARD CONTRACT TEMP CROSSING GUARD SVCS CRIMPING RECORD ITEM DESCRIPTION DIEM PMP -82 82 T & LINE LIGHTS CHAIR F VENDOR VENDOR VENDOR TOTAL VENDOR TOTAL VENDOR VENDOR STORAGE VENDOR SIREN BILLING FAN VENDOR VENDOR VENDOR TOTAL VENDOR TOOL ASPHALT ASPHALT RPR-SOUTH RPR-NORTH RENTAL S - BEER TOTAL TOTAL REPAIR TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL HARDWARE * * * FEST \vdash លល CHECK # 1,621. 2,545.20 401.76 AMOUNT 3,272.45 3,013.92 963 963.42 124744 EFT: HETT: HHH 四四四日 :: EFT: EFT: .00 .00 00 00 00 EFT, EPAY OR HAND-ISSUED AMOUNT 74,598. 618,730. 693,329.18 12,127.06 1,348.73 5,311.20 5,467.13 2,770.50 2,770.50 N N 2 N ,292. 483.00 292.91 083.89 083.89 783.00 96.90-96.90-81 81.00 91 .00

PREPARED 09/22/2017, 9:20:50
PROGRAM: GM3391
CITY OF GARDNER
VEND NO SEO# VENDOR NAME

7,446.58	.00	VENDOR TOTAL *		4 SPORTS	DESIGN 4	00	0004096
7,446.58	EFT:	UTILITY BILLS	604-1320-413.31-15	00 09/22/2017	004156		170254
	380.97	VENDOR TOTAL *		T.	DATA	00	0003716
	380.97	FORK LIFT REPAIR	501-4120-441,43-02				000
80.47	.00	VENDOR TOTAL *		EQUIPMENT CORP	CROWN	00	0003655
80.47	五五二:	POOL CHEMICALS	001-6130-461.52-13	9/22/2017	004498		a / U.3 -
111.30	.00	VENDOR TOTAL *	INC	RCIAL AQUATIC SERVICES,	COMME	00	0001201
111.30	EFT:	#816 KUBOTA INSPECTION	001-6120-461.43-02	00 09/22	004498		1/614
	458.46	VENDOR TOTAL *		EQUIPMENT, INC	COLEMAN	00	0000069
	458.46	FINAL BILL REFUND	501-0000-229.00-00	00 09/21/2017	TU	1	0005397
	10,150.40	VENDOR TOTAL *	A	CONSTRUCTION	CLARKSON	00	
	10,150.40	TREATMENT OF WASTEWATER	531-4320-443.31-15	06270 00 09/12/2017	142		1
249.80	.00	VENDOR TOTAL *			CITY	00	0001643
136.36 113.44	BFT:	FIRST AID SUPPLIES	521-4220-442.31-15 531-4320-443.31-15	00 09/22/2017	004156	442	50088074
÷	440.73	VENDOR TOTAL *		ION	CINTAS	00	000429
	10. 3396 489.555 7.968	FAX SERVICE FAX SERVICE PHONE SERVICE PHONE SERVICE FAX SERVICE FAX SERVICE	$\begin{array}{c} 0.01 - 3.116 - 4.31.40 - 0.3\\ 0.001 - 3.120 - 4.31.40 - 0.3\\ 5.21 - 4.220 - 4.42.40 - 0.3\\ 5.21 - 4.220 - 4.42.40 - 0.3\\ 5.21 - 4.220 - 4.42.40 - 0.3\\ 5.21 - 4.230 - 4.42.40 - 0.3\\ 5.21 - 4.230 - 4.43.40 - 0.3\\ 5.21 - 4.230 - 4.43.40 - 0.3\\ \end{array}$	00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017	1 0045007 1 004508 1 004508 1 004508 1 004507 1 004507	55-05-05-05-05-05-05-05-05-05-05-05-05-0	313696621 313696621 313696621 313696621
	142.27	VENDOR TOTAL *		GRP-B	CENTUR	2	000
	59.46 82.81	PHONE SERVICE	001-6110-461.40-03 602-1340-413.40-03	00 09/22/2017	r 004507	TABS-0	32050184
3,459.00	.00	VENDOR TOTAL *		GRP-A	CENTUR	1	000001
2,499.00 480.00 480.00	иии	CHEMICALS CHEMICALS CHEMICALS	521-4220-442.52-13 521-4220-442.52-13 521-4220-442.52-13	NG MID-SOUTH, INC 00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017	BRENNTAG 004498 004498 004498	25 00	0002420 BMS744715 BMS744713 BMS744714
EFT, EPAY OR HAND-ISSUED AMOUNT	CHECK	ITEM DESCRIPTION	ACCOUNT NO	NAME NO BNK CHECK/DUE NO DATE	VENDOR VOUCHER P NO	, , , , , , , , , , , , , , , , , , ,	INVOICE
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PREPARED 09/22/2017, 9:20:50 PROGRAM: GM339L CITY OF GARDNER

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INVOICE	VOUCHER P.O. NO NO	BNK CHECK/DUE O DATE	ACCOUNT NO			EFT, EPAY OR HAND-ISSUED AMOUNT
0004096 30968	00 DESIGN 4 : 004498	12	001-6120-461.53-02	HATS	医牙汀:	220.50
0034	O DPC	J.		VENDOR TOTAL *	. 00	0.5
817002460- 817002459-	17	00 09/22/2017	521-4220-442.52-13 521-4220-442.52-13	CHEMICALS CHEMICALS	EFT:	1,484.00
004	00 DUKE'S SAL	א א א א		VENDOR TOTAL *	. 00	,318.0
14517	004497	00	531-4330-443.52-13	JET POWER - CHEMICALS	2,750.00	
	00 ELSE, ELORA	& ASHLEY E		VENDOR TOTAL *	2,750.00	
00056	UI		501-0000-229.00-00	FINAL BILL REFUND	47.58	
00	TH	Z		VENDOR TOTAL *	47.58	
	004156 004156 004156 004504 004504 004504	00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017	001-2110-421.47-56 001-2110-421.47-56 001-2110-421.47-56 001-2110-421.47-56 001-2110-421.47-56 001-2110-421.47-56 001-2110-421.47-57	ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING ABATEMENT MOWING BRUSH REMOVAL	ココココココ	167666 5
56	00 FASTENAL	CO.		VENDOR TOTAL *	.00	330.00
KSKA336580 KSKA336723	004156 004156 004156	00 09/22/2017 00 09/22/2017 00 09/22/2017	501-4120-441.52-12 501-4120-441.52-12 501-4120-441.52-12	GRATING MATERIALS TRANSF GRATING SANDING DISCS	EFT:	10.45 105.94 294.27
0003780	00	MARTIAL ARTS		VENDOR TOTAL *	.00	
AUG FE	ES 00	00 09/22/2017	001-6110-461.47-54	MARTIAL ARTS PAYMENT	EFT:	770.00
0099999	00 FORD, DONNA	82		VENDOR TOTAL *	.00	770.00
00037			501-0000-229.00-00	MANUAL CHECK	3.95	
0003406	SERVI			VENDOR TOTAL *	3.95	
09		00 09/22/2017	001-6110-461.54-51	EQUIPMENT RENTAL	EFT:	776.00
0003841	00 FUNFLICKS	KS		VENDOR TOTAL *	.00	776.00
5824	004156	00 09/22/2017	001-6110-461.54-51	MOVIE SCREEN	324.50	
0000541	00 GALLERY	NOI		VENDOR TOTAL *	324.50	
7A00	004497	00 09/22/2017	001-1140-411.47-02	ANNIVERSARY CARDS	161.49	

0000086 008208464	0000541	VEND NO S	PREPARED PROGRAM: (CITY OF GA
00	0.0	SEQ#	09/22 3M3391 ARDNEI
GALLS, LLC	GALLERY COLLECTION	SEQ# VENDOR NAME VOUCHER P.O. NO NO	PREPARED 09/22/2017, 9:20:50 PROGRAM: GM339L CITY OF GARDNER
00 09/22/2017	ECTION	BNK CHECK/DUE	0
001-2120-42		ACCOUNT	H
1.53-0			XPENDI'
VENDOR 00 09/22/2017 001-2120-421.53-02 TASER HOLSTER		ITEM DESCRIPTION	I LIS
TOTAL *			TAYMENT DATE: 09/22/2017
			09/22/20
161.49		CHECK	17
	1	EFT, EPAY OR HAND-ISSUED AMOUNT	PAGE
	1	Y OR UED T	44
		1	

	1			TAN COURT, TINC		
	141.60	VENDOR TOTAL *		KA-COMM TNC	00	0002760
	141.60	TRAVEL PER DIEM	531-4330-443.46-01	04506	c	0
96.90-	.00	VENDOR TOTAL *		JOHNSON, GABRIEL	00	0004281
96.90-	CHECK #: 124747	PER DIEM	501-4130-441.46-01	1		1
35.93	. 00			IRBY, DYLAN	00	0004520
35.93	EFT:	VALVE COVER BOX LIDS	001-6120-461.52-01	00 09/22/2017	c	99093-000
	110.63	VENDOR TOTAL *	i	INDUSTRIAL SALES COMPANY, INC	00	0000274
	110.63	FINAL BILL REFUND	501-0000-229.00-00	OT 00 09/12/2017		O
	125.00	VENDOR TOTAL *		ILL, TAMARA	00	6666600
	125.00	COURT INTERPRETER	001-1330-413.31-15		c	404
	15.60	VENDOR TOTAL *		GENAPHER	00	0003636
	15.60	FINAL BILL REFUND	501-0000-229.00-00	00 09/18/2017	-	0000
661.03	.00	VENDOR TOTAL *		ENRY, JUANITA R	00	0099999
661.03	五年丁:	ON-CALL TRAFFIC ENG SVCS	001-3130-431.31-10	10299 006614 00	ŀτ	10000000
1,742.75	.00	VENDOR TOTAL *		HDR ENGINEERING, INC	00	7
251.37 1,491.38	EFT:	VOLLEYBALL MEDALS SOCCER MEDALS	001-6110-461.47-53	00 09/22/2017	00	08171922
310.00	.00	VENDOR TOTAL *		HASTY AWARDS	00	0000201
310.00	王子丁:	TRASH SERVICE	001-6120-461.40-02	00		10410
	38.49	VENDOR TOTAL *		GARDNER DISPOSAL SERVICE, INC	00	0001101
	38.49	FINAL BILL REFUND	501-0000-229.00-00	00 09/18/2017		000054355
631.76	٥٥ ،	VENDOR TOTAL *		GAMMILL, RICKY	00	0099999
46.94 390.97 193.85	표판가 : 표판가 :	TASER HOLSTER - PELTS HOLSTERS & BELTS NAME PANELS	001-2120-421.53-02 001-2120-421.53-02 001-2120-421.53-02	004155 00 09/22/2017 004156 00 09/22/2017 004156 00 09/22/2017	000	008238473
	161.49	VENDOR TOTAL *		GALLS, LLC	00	0000086
				GALLERY COLLECTION	00	0000541
EFT, EPAY OR HAND-ISSUED AMOUNT	CHECK	TTEM DESCRIPTION	ACCOUNT NO	VOUCHER P.O. BNK CHECK/DUE NO NO DATE	VC	INVOICE

PREPARED 09/22/2017, 9:20:50
PROGRAM: GM3391
CITY OF GARDNER
CITY OF GARDNER
VEND NO SEO# VENDOR NAME

EXPENDITURE APPROVAL LIST AS OF: 09/22/2017 PAYMENT DATE: 09/22/2017

EFT: 2	되지다.	2012A DBC ADTTRACE CATC		175/	つつはせい		1
EFT:				CK LLP	KUTAK ROCK	00	0001103
EFT:		MONTHLY BILLING	501-4120-441.41-01	N	H		
EFT:		VENDOR TOTAL *		OPERATING FUND	KMEA WAPA	17-09	0003399 WAPA-GA-
		MONTHLY BILLING	501-4120-441.41-01	177	004100	+	t
.00		VENDOR TOTAL *		OPERATING ACCT	KMEA	00	0001626 GRDA-GD-
EFT:		MONTHLY BILLING	501-4120-441.41-01 501-4120-441.41-01	00 09/22/2017	8004156	2017-0	EMP1-GD-
.00	340	VENDOR TOTAL *		#1 OPERATING	KMEA	000	96
.00	340	TREE REMOVAL	001-6120-461,31-15	00 09/22/2017		C	1-11545
. 94	5,341	VENDOR TOTAL *		BERY	KAT	00	
374.00 172.50 1409.94 323.50	1,062 374 172 3,409 323	STATE COURT FEES STATE COURT FEES STATE COURT FEES STATE COURT FEES STATE COURT FEES	001-0000-207.10-13 001-0000-207.10-14 001-0000-207.10-11 001-0000-207.10-12 001-0000-207.10-12	00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017 00 09/22/2017	004506 004506 004506		382217 382217 382217 7
.00		VENDOR TOTAL *		TATE TREASURE	KANSAS S	00	no
EFT:		LOCATE SERVICE	501-4130-441.40-06	09/22/2017	004156		00000
.00		VENDOR TOTAL *		TEM,	KANSAS	0.0	0000112
EFT:		TRAINING-OVERHEAD WKSHP	501-4130-441.46-01	00 09/22/2017	004156	Ĺ	0000272
1.96	21,251	VENDOR TOTAL *	Ω	HILI	KANSAS	00	0000421
1.22	8,434 12,817	MONTHLY BILLING	521-4220-442.40-05 521-4220-442.40-05	00 09/22/2017	004499	U 70	24243832
5.00	175	VENDOR TOTAL *		R & LIGHT	KANSAS		000111
5.00	175	2017 TRAINING CONF & ABM	001-2110-421.46-01	00 09/22/2017	004499	CONF	011201
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면면면 평명명 나타나		111 ABLE #	001-2120-421.43-05 001-2120-421.43-05 001-2120-421.43-05	, INC 00 09/22/2017 00 09/22/2017 00 09/22/2017	KA-COMM, 004501 004501 004501	00	0002760 149435 149406 149408
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EXPENDITURE APPROVAL LIST AS OF: 09/22/2017 PAYMENT DATE: 09/22/2017

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8	LANIO, LISA		VENDOR TOTAL *	.00	1,500.00
9082017		001-1140-411.46-01	MILEAGE - MPR CONF	242.90	
0000500 00	-X OF OLATHE.		VENDOR TOTAL *	242.90	
281		531-4320-443.52-04	BED LINER #702	689.00	
0003172 00	RICH PRODUCTS IN		VENDOR TOTAL *	689.00	
64758	004498 00 09/22/2017	001-6120-461.43-02	MOTOR FOR Z SPRAYER	249.88	
0004505 00	LUCITY, INC		VENDOR TOTAL *	249.88	
2333-4	- 1	602-1340-413.47-05	SOFTWARE	五平丁 :	3,125.00
0001122 00	MADDEN RENTAL		VENDOR TOTAL *	.00	3,125.00
120231	004498 00 09/22/2017 004156 00 09/22/2017	001-6120-461.44-02 551-4520-445.43-05	PORTABLE RESTROOM PORTABLE TOILET - SEPT	因为77:	180.00 90.00
0	S TOW SERV	DNER	VENDOR TOTAL *	.00	270.00
46685	004498 00 09/22/2017 117 004498 00 09/22/2017 117	117-3120-431.62-05 117-3120-431.62-05	TOW CHARGE	표 등 기 :	75.00 100.00
00 6666600	THERS		VENDOR TOTAL *	. 00	175.00
00034		501-0000-229.00-00	FINAL BILL REFUND	267.21	
0000233 00	JM LAWN CAR		VENDOR TOTAL *	267.21	
12946 12741 12824 12894	P10305 006456 00 09/13/2017 P10298 006471 00 07/05/2017 P10300 006471 00 08/02/2017 P10306 006471 00 09/06/2017	001-3120-431.31-15 001-6120-461.31-15 001-6120-461.31-15 001-6120-461.31-15	RIGHT OF WAY MOWING PARKS MOWING PARKS MOWING PARKS MOWING	E E E E E E E E E E E E E E E E E E E	1,159.00 3,343.00 3,803.00 3,343.00
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00	MELICK, KEITH		VENDOR TOTAL *	.00	10,143.15
37316	003081 00 07/02/2015 003081 00 09/21/2017	001-6110-461.47-53 001-6110-461.47-53	STATE TOURNAMENT UMP FEES	CHECK #: 121158 105.00	105.00-
			VENDOR TOTAL *	105 00	10000

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CITY OF GARDNER
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EXPENDITURE APPROVAL LIST AS OF: 09/22/2017 PAYMENT DATE: 09/22/2017

n	EO# VENDOR NAME				
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0003872 68139	00 MOZINGO LAW FIRM, LLC 004499 00 09/22/2017	001-1330-413.31-02	COURT Appr Army Free		
	Y'S TAILORING & ALTH	TIONS	VENDOR TOTAL *	. 00	210.00
W		001-2120-421.42-02	SEW PATCHES, HEM PANTS	EFT:	35.00
12	O OLATHE WINWATER		VENDOR TOTAL *	.00	35.00
124010 00	004499 00 09/22/2017 004499 00 09/22/2017	521-4230-442.52-12 521-4230-442.52-31	REPAIR CLAMPS SADDLES & CORPS	보고 보기다.	135.00 2,152.00
0001734 0	O ORR WYATT STREETSCAPE		VENDOR TOTAL *	. 00	2,287.00
F	2PI0307	117-6120-461.62-23	PEDESTRIAN TRAIL REPL	EFT:	152,202.19
	0 OVERCASH, E		VENDOR TOTAL *	.00	152,202.19
042		501-0000-229.00-00	MANUAL CHECK	123.64	
	PETROLEUM EQUIPMENT		VENDOR TOTAL *	123.64	
4891	004496 00 09/22/2017	551-4520-445.43-02	FUEL PUMP CALIBRATION	124.50	
0000590 0	PETTY CASH - PARKS AND R	EATION	VENDOR TOTAL *	124.50	
Q PRIZE	4507 00 09/22/20	17 001-0000-229.00-00	BBQ PRIZE MONEY	10,000.00	
(V)	O PIONEER MANUFACTURING	AN	VENDOR TOTAL *	10,000.00	
INV650471 INV652947	004498 00 09/22/2017 004498 00 09/22/2017	001-6120-461.52-01 001-6120-461.52-01	FIELD PAINT	8877:	1,701.50
0149	IR DISTRIBUTION INC		VENDOR TOTAL *	.00	2,201.50
78808135	004496 00 6610 00 09/22/2017 004496 00 08/31/2017	001-6120-461.44-02 501-4120-441.52-02 501-4130-441.52-02	CYLINDER RENTAL WELDER & MATERIALS TORCH TIP CLEANER	EFT:	423.50 5,191.47 7.79
00150 0	0 QUILL		VENDOR TOTAL *	.00	5,622.76
9355011	004504 00 09/22/2017 004504 00 09/22/2017	501-4110-441.52-20 501-4110-441.52-20	NAME PLATES	27.98 27.98-	
51 0	ROBERSON LAW,		VENDOR TOTAL *	. 00	
SMITH		001-1330-413.31-02 001-1330-413.31-02	COURT APPT ATTY FEES COURT APPT ATTY FEES	B 두 건 :	276.00 234.00
0004503 0	0 SECT THEATER SUPPLIES, INC.		VENDOR TOTAL *	.00	510.00

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EXPENDITURE APPROVAL LIST AS OF: 09/22/2017 PAYMENT DATE: 09/22/2017

1,492.00	.00	VENDOR TOTAL *	AL FAB	TED'S CUSTOM WELDING AND METAL	00	0004331
1,492.00	EFT:	LOADS HAULED	531-4320-443.47-39	4496		0-100
360.00	.00	VENDOR TOTAL *		SYNAGRO CENTRAL	00	0002081
360.00	EFT:	COOKIES FOR BBQ EVENT	001-6110-461.54-51			0
	1,266.00	VENDOR TOTAL *		SUGAR MAMMA SWEETS	00	0004547
	1500 1500 1500 1000 1000 1000 1000 1000	COURT APPT ATTY FEES	001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02 001-1330-413.31-02	004499 00 09/22/2017 004499 00 09/22/2017 004499 00 09/22/2017 004500 00 09/22/2017 004500 00 09/22/2017		
192.85	.00	VENDOR TO		STOLTE LAW, LLC	00	004393 6-0182
181.01 11.84	번덕건: :	COMM CABLE TOOL GLOVE DUST	501-4120-441.52-02 501-4120-441.53-02	004496 00 09/22/2017	00	4381536-00
200.00	.00	VENDOR TOTAL *	CO INC	STANION WHOLESALE ELECTRIC	00	000170
200,00	EFT:	SOCCER & BOCCE TOURNAMENT	702-6110-461.54-52	4499 00 09/22/		T. T.
96.90-	.00	VENDOR TOTAL *		SPECIAL OLYMPICS KANSAS	00	
96.90-	CHECK #: 124755	PER DIEM	501-4130-441.46-01	00 09/12/2017		1170
	571.00	VENDOR TOTAL *		SMITH, JOSHUA	00	0003097
	571.00	DRUG SCREENS/POST OFFER	601-1230-412.31-15	56		1110
	282.00	VENDOR TOTAL *		SM CORPORATE CARE	00	0003934
	282.00	TOW CHARGE	001-2110-421.31-15	4509		0 9 0
476.00	.00	VENDOR TOTAL *		SIMPLE TOW INC	00	0004548
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1,290.00	.00	VENDOR TOTAL *		SHAWNEE COPY CENTER INC	00	J —
1,290.00	EFT:	SOUND SYSTEM/STAGE RENTAL	001-6110-461.54-51	SECT THEATER SUPPLIES, INC. 004501	00	0004503 2017902
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COUNCIL ACTION FORM

CONSENT ITEM NO. 3

MEETING DATE: OCTOBER 2, 2017

STAFF CONTACT: Gonz Garcia, Utilities Director

Agenda Item: Consider a recommendation to award a lease contract to replace two

specialty vehicles.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Electric Distribution Division

Board/Commission Recommendation:

On September 7, 2017, the Utility Advisory Commission approved a recommendation to the City Council to execute an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years at a monthly lease rate of \$2,659.00 per month (\$31,908.00 per year) excluding taxes, licensing fees, and delivery charge.

Staff Recommendation:

Staff recommends City Council to execute an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years at a monthly lease rate of \$2,659.00 per month (\$31,908.00 per year) excluding taxes, licensing fees, and delivery charge.

Background/Description of Item:

At the present time, the City of Gardner leases six specialty vehicles from Altec Capital Services, including one transmission digger derrick truck, one distribution digger derrick truck, two large aerial lift trucks, and two small aerial lift trucks. The digger derrick trucks and the large aerial lift trucks are on five year leases; and the small aerial lift trucks are on four year leases.

The two leases for the small aerial lift trucks will expire in July of 2018. The lead time to construct these types of specialty vehicles is 9 months from date of order; therefore, the City has to make a timely decision in selecting a four-year lease program which will include preventative maintenance for the two vehicles. The City requested and received proposals for vehicle lease programs from three vendors:

Proposals

Vehicle	Altec Capital Terex		CTE	
Small Aerial Lift Truck	\$2,659.00	\$2,703.00	\$2,434.73	
	48 month warranty	48 month warranty	36 month warranty	

Major Lease Feature Comparisons

Vendor	Total Price	Chassis	Warranty	Preventative Maintenance	FMV Lease Payment
Altec	\$155,284	2018 Dodge 5500	4 year	X	\$2,659.00
Terex	\$160,930	2018 Dodge 5500	4 year	Х	\$2,703.00
CTE (Versalift)	\$166,279	2018 Dodge 5500	3 year (4 yr. warranty not available)	Х	\$2,434.73 (not based on FMV)

A review of the proposals finds that Altec Capital has the best lease program based upon price and service. The current lease agreement with Altec Capital has been very successful and the Electric Division has benefitted significantly from this program. Over the last seven years, we have leveled out the annual vehicle expenditures and eliminated all repair costs for parts. The only expenses incurred have been from the Altec mobile service charge and "wear" items, which include tires, windshield wipers, fuel, etc.

Financial Impact:

Funding for the project is available from the Electric Fund 2018 Budget 501-4130-441.61-09.

Attachments included:

- a. Altec Small Aerial Lift Truck Quote
- b. CTE Small Aerial Lift Truck Quote
- c. Terex Small Aerial Lift Truck Quote
- d. UAC Staff Report dated September 7, 2017
- e. September 7, 2017 UAC meeting minutes excerpt

Suggested Motion:

Authorize City Administrator to execute an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years at a monthly lease rate of \$2,659.00 per month (\$31,908.00 per year) excluding taxes, licensing fees, and delivery charge.



Altec Captital Services 33 Inverness Center Parkway Suite 200 Birmingham, AL 35242

Estimated Quote for

City of Gardner

Equipment	Purchase	Lease	FMV
	Price	Term	Payment
2018 AT41M	\$155,284	48 Months	\$2,659
Including Taxes of \$14,764.32	3133,20 4	40 MOUTUS	\$2,963 \$2,967

- * Payments do not include taxes or licensing fees.
- * This quote is based on credit approval and rates are subject to change.
- * This quote is valid for 14 days.
- * Documentation fee may apply.

Insurance Requirement:

Physical damage insurance is required on the unit for the value of the unit. \$1,000,000 of liability insurance is also required. Altec Capital Services can offer you Physical Damage coverage at roughly \$9 per thousand per year. Contact your Altec Capital Account Manager for more information.

FMV Lease

A Fair Market Value Lease is designed to be recognized as an operating lease. It allows you't to utilize the equipment for the term of the lease and then purchase the equipment at Fair Market Value, continue leasing the equipment on a month-to-month basis, or return the equipment to Altec Capital. (terms and conditions apply) Standard mileage allows for 15,000 miles per year. Altec Capital will be the titled owner during the term of the lease.

Account Manager: Rich Hill

Phone: 816-341-6939

Email: rich.hill@altec.com



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Altec, Inc.

August 15, 2017 Our 88th Year

Ship To:

GARDNER MUNICIPAL ELECTRIC SYSTEMS 1450 E SANTA FE ST GARDNER, KS 66030 US

Attn: Phone: Email:

Altec Quotation Number: 362342 - 2
Account Manager: Tim B. Wilcoxson
Technical Sales & Support: Lori Woods

Bill To:

GARDNER MUNICIPAL ELECTRIC SYSTEMS 1450 E SANTA FE ST GARDNER, KS 66030 United States

<u>Item</u> <u>Description</u> <u>Qty</u> <u>Price</u>

Unit

- 1. Altec Model AT41M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:
 - **A.** Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)
 - **B.** Working Height: 45.8 feet (13.96 m)
 - C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)
 - **D.** Upper boom extension: 110 inches
 - E. Continuous rotation
 - **F.** Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.
 - **G.** Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
 - **H.** Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).
 - **I.** Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
 - **J.** The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.

Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.

Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.



Altec, Inc.

<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
	Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
	 K. Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000. 		
	 Dielectric rating: Category C, 46 kV and below Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and 		
	 protection. N. Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device. O. Unit meets or exceeds ANSI 92.2 standards. 		
2.	Pedestal	1	
3.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks - Mounted in SS front corner of cargo area	1	
4.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	No Platform Elevator	1	
6.	Platform Mounted Single Handle Controls Pistol grip control at platform to operate as follows: A. Raising and lowering handle will raise and lower main boom. B. Pushing handle forward will extend telescopic boom, pulling handle back will retract telescoping boom. C. Rotation is in tiller motion of handle. D. Lower arm is controlled by twisting handle. Main boom is the combination telescoping fiberglass and steel base boom. This function is to operate same as our standard controls. The articulating arm is referred to as the lower arm. In short, all that we are doing is switching the lower arm function and the telescope function - Reference last build	1	
7.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
8.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
9.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
10.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
11.	Platform Floor Liner (Scuff Pad) with Step, 24 x 30 inches (610 x 762 mm) Removable scuff pad with built-in step in corner	1	
12.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
	We Wish To Thank You For Giving Us The Pleasure		



Altec, Inc.

<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
13.	Hydraulic Tool Circuit Below Rotation: One set of quick disconnect couplings and control valve for open center tools below rotation.	1	
14.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
15.	Jib Stick, 36" L, non extension, certified, orange in color	1	
16.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
17.	Outriggers, Primary, Modified A-Frame with Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/P/S) - Valve block as far forward as possible	1	
18.	Jib Stick Protective Storage Bag With Shoulder Strap, 36" L, Vinyl, Yellow	1	
19.	Electric Outrigger Controls, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
20.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1	
21.	Winch load line swivel hook	1	
22.	Altec Aerial Device Powder Painted White	1	
23.	Additional Unit Option Pistol grip control at platform to operate as follows:	1	
	 A. Raising and lowering handle will raise and lower main boom. B. Pushing handle forward will extend telescopic boom, pulling handle back will retract telescoping boom. C. Rotation is in tiller motion of handle. D. Lower arm is controlled by twisting handle. 		
	Main boom is the combination telescoping fiberglass and steel base boom. This function is to operate same as our standard controls. The articulating arm is referred to as the lower arm. In short, all that we are doing is switching the lower arm function and the telescope function.		
	Unit & Hydraulic Acc.		
24.	HVI-22 Hydraulic Oil (Standard).	25	
25.	Standard Pump For PTO	1	



Altec, Inc.

<u>ltem</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
26.	Electric Shifted PTO	1	
27.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
28.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
29.	Install Tool Circuit with Quick Disconnects, Below Rotation (Male Pressure, Female Return)	1	
	<u>Body</u>		
30.	BrandFX Body	1	
31.	Fiberglass Body	1	
32.	Low-Side General Service With Step (LGSS)	1	
33.	Altec Standard Fiberglass Body Specifications	1	
	 A. Molded Fiberglass Side Compartments B. Reinforced, Double-Laminated Doors C. Heavy Duty Stainless Steel Hinges Installed On Doors D. Heavy Duty Strikers Installed On Body For Door Latches E. Automotive-Type Bulb Gasket Door Seal F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout G. Extruded Aluminum Drip Rail H. Fiberglass Bulkheads Installed Between Compartments I. Drains Installed In Each Compartment J. Body To Be Vented 		
34.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
35.	94" Body Width	1	
36.	Custom Body Compartment Height - 42" H	1	
37.	20" Body Compartment Depth		
38.	Gelcoat Finish Entire Body Altec White		
39.	3/16" Aluminum Treadplate Floor		
40.	3" Aluminum Tube Body Frame	1	
41.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	
42.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	7	
43.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	

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Altec, Inc.

<u>ltem</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
44.	Rod and Spring Rigid Door Holders On All Vertical Doors	1	
45.	Cable Holders On All Horizontal Doors	1	
46.	Standard Master Body Locking System, For Use With An Access Step	7	
47.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
48.	Fiberglass Hotstick Shelf Extending Full Length Of Body On Streetside - Fiberglass hotstick shelf, full length of body, with 2" lip on side Shelf is to be positioned to provide a minimum of 5" clear opening between shelf lip and door opening when accessed from side compartments.	1	
49.	Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
50 .	1st Vertical (SS) - Adjustable Aluminum Shelf With Removable Dividers On 4" Centers	2	
51.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
52.	2nd Vertical (SS) - Adjustable Aluminum Shelf With Removable Dividers On 4" Centers	2	
53.	1st Horizontal (SS) - Vacant vacant, Except for through shelf	1	
54.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall - Rear Vertical (SS)	1	
55.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall - Rear Vertical (SS)	2	
56.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall - Rear Vertical (SS)	1	
57 .	1st Vertical (CS) - Fixed Aluminum Shelf With No Dividers - Mounted above Inverter	1	
58.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
59 .	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
60.	Custom 1st Vertical (CS) Compartmentation - Four (4) American Eagle pullout drawers, 4" high x maximum width and depth. Each drawer is to have removable dividers on 4" centers Mounted above inverter	1	
61.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
62.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	2	
63.	2nd Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
64.	Custom 1st Horizontal (CS) Compartmentation - Fifteen (15) Equipto #8505 pullout drawers, three (3) rows with five (5) drawers per row.	1	
	We Wish To Thank You For Civing Us The Pleasure		



Altec, Inc.

<u>ltem</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	 Drawers are to be sloped down to back portion of compartment to keep drawers from sliding out during travel. Each drawer is to have two (2) removable dividers, running side-to-side. Mount as far towards the right (front of truck) of the compartment as possible. 		
0.5		4	
65.	Rear Vertical (CS) - Aluminum Gripstrut Access Steps With Two (2) Aluminum Sloped Grab Handles - Rear, Vertical (CS) - One sloped grab handle, not two.	1	
66.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
67.	Aluminum Rigid Step Mounted Beneath Side Access Steps	1	
68.	Aluminum U-Shaped Grab Handle, Unpainted - Curbside Rear	1	
69.	30" L Tailshelf, Unpainted Aluminum, Width To Match Body	1	
70.	Aluminum Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible	1	
71.	Custom Aluminum Tailshelf Option - Tailshelf to have drop down doors that open downward, toward the rear, on each side of tailshelf to form a storage compartment on each side - Reference last build	1	
72 .	Custom Ladder Storage, Unpainted Aluminum - Ladder Rack, Flat With Back Stop, Roller At Rear, Retaining Brackets And Strap (Dog Collar), Typically Mounted Flush At Rear Of Body and Overhung Towards Cargo Area. - Mounted on top SS Compartments.	1	
	Body and Chassis Accessories		
73.	Custom Rear Window Guard Aluminum cab protector, installed on front of body, to protect rear of cab and to mount strobe lights and remote controlled spotlights.	1	
74.	ICC (Underride Protection) Bumper Installed At Rear	1	
75.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW) installed in frame extensions	1	
76.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
77.	Install Counterweight As Needed	1	
78.	Platform Rest, Rigid with Rubber Tube	1	
79.	Boom Rest for a Telescopic Unit	1	
80.	Plastic Outrigger Pad, 24" x 22" x 1", Black With Handle	2	
81.	Outrigger Pad Holder, 25" L x 25" W x 3" H, Fits 24.5" x 24.5" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
	We Wish To Thank You For Giving Us The Pleasure		



Quote Number:

362342 - 2

Altec, Inc.

Description Qty <u>ltem</u> **Price** 82. Mud Flaps With Altec Logo (Pair) 1 83. Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style 1 Handle (Pair) 84. U-Shaped Grab Handle - Located on Curbside. With Wire Reel racks integrated in 1 handle. - Copper wire spool storage rack for two copper wire spools payout to rear - Reference Job 31263654 85. 1 Slope Indicator Assembly For Machine With Outriggers 86. Custom Cone Holder Vertical pipe cone holder, Steel, painted White and shipped loose 1 87. Triangular reflector and flare kit, Installed. Contains 3 reflectors and 3 fuses (20 Minutes 1 Each). Water Cask Bracket Only, For 3 or 5 Gallon (Wire Type) installed directly behind body 88. 1 on streetside tailshelf, accessible from streetside Driveaway Safety Kit 1 89. 90. Vinyl manual pouch for storage of all operator and parts manuals 1 91. Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws, with Replaceable Jaws and 1 Swivel base 92. Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate 1 - Mounted at Rear **Electrical Accessories** 93. Compartment Lights Wired To Dash Mounted Master Switch Compartment lights are to 1 be Rope Lights 94. Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, 1 including LED reverse lights) 95. Altec Standard Amber LED Strobe Light with Brush Guard Two (2) Amber strobe lights 2 installed on cab protector, one (1) on streetside and one (1) on curbside, behind cab, with master switch and indicator light installed in cab. Strobe lights are to be visible from the front and rear of the vehicle. Strobe lights are to be positioned inboard of remote controlled spotlights. Custom Light Bar Whelen light, part# TA837A Directional arrow board installed at rear of 1 96. tailshelf with control in cab. Do not locate controller on top of dash like previous build. Mount below the dash in center, not to interfere with leg space. 97. Custom Flood Light Swivel based LED floodlight, installed on rear of aerial device 1 pedestal, to illuminate cargo area.



Quote Number:

362342 - 2

Altec, Inc.

Description Qty <u>ltem</u> **Price** 2 98. Remote Spot Light, LED, Permanent Mount with Wireless Dash Mounted Controls and Programmable Wireless Remote - Installed on SS and CS Window Guard. Positioned outboard of Strobe lights. 99. Dual Tone Back-Up With Outrigger Motion Alarm 1 5 100. Altec Standard Multi-Point Grounding System 101. Grounding Reel, Automatic Retracting, Hannay - Holds #2 GA, #1/0 GA (Max 75'), Or 1 #2/0 GA Cable (Max 65') The ground reel goes in the rear of the cargo area of the body, payout to rear 102. Grounding Cable, #2 GA Yellow Jacketed Cable 40 103. Copper U Shaped Grounding Lug (Threaded) Located at CS rear. 1 104. Grounding Clamp, Aluminum C-Clamp Style With Smooth Jaws (Includes Ferrule and 1 Heat Shrink Tubing) 105. 6-Way Trailer Receptacle (Pin Type) Installed At Rear 1 106. Dodge Upfitter Switches (Supplied With Chassis) 1 107. Mounting bracket for inverter mounted at bottom of body compartment 1 108. Inverter, 1500 Watt, Pure Sine Wave, 120 VAC (Sensata #12/1500N) - Installed in CS 1 1st Vertical 109. Inverter Wired Ignition Hot with Dash Mounted Switch 1 120 Volt GFCI Receptacle Includes Weather-resistant Enclosure - Located on rear body 110. 1 panel of body on curbside 111. Dodge Module 1 112. Install Chassis (OEM) Supplied Backup Camera in Final Assembly 113. Install secondary stowage system. 114. Install Remote Start/Stop system in Final Assembly. Install Outrigger Interlock System 115. 1 116. Cab Interior Fluorescent Light Light should be centered side to side and runs across the 1 cab. 117. PTO Indicator Light Installed In Cab 1 118. Additional Electrical Accessory Add a Green light on dash in cab to signal when Inverter 1 Include dash switch for inverter. **Finishing Details** Powder Coat Unit Altec White 1 119. We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You



Altec, Inc.

<u>ltem</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
120.	Finish Paint Body Accessories Above Body Floor Altec White	1	
121.	Finish Paint Body Compartment Interiors Altec White	1	
122.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
123.	Apply Non-Skid Coating to all walking surfaces	1	
124.	English Safety And Instructional Decals	1	
125.	Vehicle Height Placard - Installed In Cab	1	
126.	Placard, HVI-22 Hydraulic Oil	1	
127.	Dielectric test unit according to ANSI requirements.	1	
128.	Stability test unit according to ANSI requirements.	1	
129.	DOT Certification Required Gardner, KS	1	
130.	Focus Factory Build	1	
131.	Delivery Of Completed Unit	1	
132.	Inbound Freight	1	
133.	Installation - AT41M	1	
	<u>Chassis</u>		
134.	Chassis	1	
135.	Altec Supplied Chassis	1	
136.	2018 Model Year	1	
137.	Dodge Ram 5500	1	
138.	4x4	1	
139.	84 Clear CA (Round To Next Whole Number)	1	
140.	Regular Cab	1	
141.	Chassis Cab	1	
142.	Chassis Color - White	1	
143.	Chassis Wheelbase Length - 168 inch	1	
	We Wish To Thank You For Giving Us The Pleasure And Opportunity of Serving You		
	7 and Opportunity of Octaining Tod		Page 9 of



Altec, Inc.

<u>ltem</u>	<u>Description</u>	Qty	<u>Price</u>
144.	Cummins 6.7L Turbo Diesel (Dodge)	1	
145.	Aisin AS69RC Automatic Transmission (Dodge Chassis)	1	
146.	GVWR 19,500 LBS	1	
147.	7,250 LBS Front GAWR	1	
148.	13,500 LBS Rear GAWR	1	
149.	4.44 Axle Ratio	1	
150.	Hydraulic Brakes	1	
151.	Park Brake In Rear Wheels	1	
152.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	1	
153.	AZB - Heavy Duty Front Suspension Group	1	
154.	Dodge PTO Prep Package (Right Hand Side PTO) (LBN)	1	
155.	50-State Emissions	1	
156.	Clean Idle Certification	1	
157.	NFH - RAM 52 Gallon Fuel Tank (Rear)	1	
158.	RAM 9 Gallon DEF Tank (Under Cab Left Hand)	1	
159.	AM/FM Radio	1	
160.	Air Conditioning	1	
161.	Backup Camera, OEM Supplied	1	
162.	Cruise Control	1	
163.	Keyless Entry	1	
164.	Power Door Locks	1	
165.	Power Windows	1	
166.	Tilt Steering Wheel	1	
167.	Cold Weather Group (Includes Block Heater)	1	
168.	Vinyl Split Bench Seat	1	
169.	Additional Chassis Option 5 Year Max Care Warranty, 100k miles, \$100 deductible	1	

Additional Pricing



Altec, Inc.

<u>ltem</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
170.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
	<u>Miscellaneous</u>		
171.	Ext Warranty Labor, Matl., Expense (NO Travel) (Day 366-1460) Buckets Less Than 46 FT (AT237, AT30-GV, AT-G, AO,TA, L Series, LM) - This is a 48 month extended warranty	1	
172.	Contract for 1 Year Interval PM Inspection/Scheduled Maintenance, Midsize Aerial Units 50' and Under With or Without Material Handling	4	
173.	Contract for 6 Month Interval PM Inspection/Scheduled Maintenance, Midsize Aerial Units 50' and Under With or Without Material Handling	8	
174.	Contract for Dielectric Test for Cat B/C Boom, Liner& ISO Grip (When Applicable)	3	
	Unit / Body / Chassis Total FET Total Total		155,284.00 0.00 155,284.00

Alte	c Industries, Inc.		
BY			

Lori Woods

Notes:

1

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OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

Body Option: Altec Osceola Body ILO BFX BodyADD \$1989.00

Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of



Altec, Inc.

these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

3 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

- Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 6 F.O.B. Customer Site
 - Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
 - Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
 - Interest charge of 1/2% per month to be added for late payment.
- Delivery: 300-330 days after receipt of order PROVIDING:
 - A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
 - B. Chassis is received a minimum of sixty (60) days before scheduled delivery.



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Altec, Inc.

C. Customer approval drawings are returned by requested date.

D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but is not limited to tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

This quotation is valid until AUG 31, 2017. After this date, please contact Altec Industries, Inc. for a possible extension.

After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

Please direct all questions to Tim B. Wilcoxson at (919) 528-2535





STANDARD EQUIPMENT

2017 RAM 5500 Chassis

4x4 Regular Cab 168.5" WB Tradesman/SLT (DP0L64)

Powertrain

HEMI 6.4L V-8 OHV SMPI 16 valve engine with VVT variable valve control, variable intake length, cylinder deactivation * 180 amp alternator * 730 amp battery with run down protection * Engine oil cooler, transmission oil cooler * 6-speed electronic sequential shift control automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, auto locking hubs * Limited slip differential, ABS & driveline traction control, power take-off provision * 4.44 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Electronic stability * Non-independent front suspension * Front leading link suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" argent steel wheels * 225/70R19.5 BSW AS front tires * AT rear tires

Safety

4-wheel anti-lock braking system * Dual airbags, seat mounted driver and passenger side-impact airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer

Comfort and Convenience

Air conditioning * AM/FM/Satellite-prep, clock, seek-scan, external memory control, 2 speakers, fixed antenna * Cruise control with steering wheel controls * 2 12V DC power outlets, retained accessory power * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, systems monitor, redundant digital speedometer, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, low oil level, low coolant, lights on, key, low fuel, low washer fluid, lighting malfunction, door ajar, service interval, brake fluid, turn signal on, transmission fluid temp * Steering wheel with tilt adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade * Partial floor console with storage, glove

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, deluxe sound insulation, urethane gear shift knob

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STANDARD EQUIPMENT Continued

Seating and Interior (Continued)

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black fender flares * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors * Trailer harness, trailer sway control * Driver and passenger manual black convex spotter folding manual extendable trailer outside mirrors * Front black bumper with front tow hooks * Aero-composite halogen fully automatic headlamps with multiple headlamps, delay-off feature * Additional exterior lights include cab clearance lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

	Dimensions and Capac	ities	
Output	367 hp @ 5,800 rpm	Torque	429 lbft. @ 4,000 rpm
1st gear ratio	3.750	2nd gear ratio	2.000
3rd gear ratio	1.340	4th gear ratio	1.000
5th gear ratio	0.770	6th gear ratio	0.630
Reverse gear ratio	3.540	Curb weight	7,396 lbs.
GVWR	18,000 lbs.	Front GAWR	6,500 lbs.
Rear GAWR	13,500 lbs.	Payload	10,604 lbs.
Front curb weight	4,230 lbs.	Rear curb weight	3,166 lbs.
Front axle capacity	7,000 lbs.	Rear axle capacity	13,500 lbs.
Front tire/wheel capacity	7,940 lbs.	Rear tire/wheel capacity	15,000 lbs.
Towing capacity	16,450 lbs.	Front legroom	41.0 "
Front headroom	39.9 "	Front hiproom	62.9 "
Front shoulder room	66.0 "	Passenger area volume	62.5 cu.ft.
Length	258.3 "	Body width	78.9 "
Body height	80.1 "	Wheelbase	168.5 "
Cab to axle	84.1 "	Axle to end of frame	51.1 "
Front track	76.0 "	Rear track	73.6 "
Turning radius	24.0 '	Fuel tank	52.0 gal.
Interior cargo volume	15.2 cu.ft.	Interior maximum cargo	15.2 cu.ft.
		volume	
Rear frame height unloaded	33.4 "		

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SELECTED EQUIPMENT

2017 RAM 5500 Chassis

4x4 Regular Cab 168.5" WB Tradesman/SLT (DP0L64)

MSRP

DP0L64	Base Vehicle Price (DP0L64)	STD	41,445.00
	Packages		
29A	Quick Order Package 29A ST (DMK) 4.44 Axle Ratio; Base Door Trim Panel; Front Armrest w/Cupholders Emissions	OPT	N/C
NAS	50 State Emissions	OPT	N/C
	Powertrain		
ЕТК	Engine: 6.7L I6 Cummins Turbo Diesel 87 mph Maximum Speed; Cummins Turbo Diesel Badge; Current Generation Engine Controller; Electronically Controlled Throttle; RAM Active Air; Selective Catalytic Reduction (Urea); Smart Diesel Exhaust Brake	OPT	7,345.00
DF2	Transmission: 6-Speed Automatic Aisin AS69RC HD Front Armrest w/Cupholders; (ZOC) GVWR: 19,500 lbs; Tip Start	OPT	1,600.00
DMS	4.88 Rear Axle Ratio	INC	Included
ZOC	GVWR: 19,500 lbs	INC	Included
	Wheels & Tires		
TUZ	Tires: 225/70R19.5G All Traction Continental Brand Tires. Recommended for off-road usage only.	OPT	250.00
WP3	Wheels: 19.5" x 6.0" Steel	STD	N/C
TBB	Full Size Spare Tire 19.5" Steel Spare Wheel	OPT	350.00
	Seats & Seat Trim		
SX	Work Grade Vinyl 40/20/40 Bench Seat	OPT	245.00

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SELECTED EQUIPMENT Continued

			MSRP
	40/20/40 Split Bench Seat; Front Armrest w/Cupholders; Manual Adjust		
	Seats Other Options		
4.7.4		OTD	11/0
APA	Monotone Paint Application Headlamp filler panels are black when ordering special paint (PX8, P12, P18, PYB, P64, PGC, P74, P62, PL1, PGW, P63, PB8).	STD	N/C
BAJ	220 Amp Alternator	INC	Included
AH2	Ambulance Prep Group (BAJ) 220 Amp Alternator; (XXS) Upfitter Electronic Module (VSIM); (XF6) Voltage Monitoring Auto Idle Up Sys If stationary engine idle up is required, order LBN or LBV.	OPT	445.00
AMP	Chrome Appearance Group Bright Front Bumper; Bright Grille	OPT	295.00
MRT	Chrome Tubular Side Steps	OPT	495.00
XKH	Clean Idle Emissions Label	OPT	N/C
ADE	Cold Weather Group (NHK) Engine Block Heater; Winter Front Grille Cover	OPT	125.00
LM1	Low Beam Daytime Running Headlamps	OPT	50.00
NHK	Engine Block Heater	INC	Included
AZB	Heavy Duty Front Suspension Group	OPT	125.00
AHQ	Max Tow Package (DMS) 4.88 Rear Axle Ratio; Transmission Software Calibration; Underbody Thermal Protection	OPT	395.00
XAC	ParkView Rear Back-Up Camera Parts shipped loose for upfitter installation.	OPT	395.00
АЈН	Power & Remote Entry Group Exterior Mirrors w/Supplemental Signals; Exterior Mirrors Courtesy Lamps; Exterior Mirrors w/Heating Element; Power Black Trailer Tow Mirrors; Power Locks; Premium Vinyl Door Trim w/Map Pocket; Front 1-Touch Down Power Windows; Remote Keyless Entry	OPT	850.00
LBN	Power Take Off Prep Hard Wired Remote Start; Split Shaft Capability Power Take Off	OPT	295.00
RSD	SiriusXM Satellite Radio 1-Yr SiriusXM Radio Service; For More Info, Call 800-643-2112	INC	Included
XHC	Trailer Brake Control	OPT	295.00
XEF	Transfer Case Skid Plate Shield	OPT	95.00
RA2	Radio: Uconnect 5.0 5.0" Touchscreen Display; GPS Antenna Input; Integrated Voice Command w/Bluetooth; Media Hub (USB, AUX); Overhead Console; Charge Only	OPT	660.00

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SELECTED EQUIPMENT Continued

			MSRP
	Remote USB Port; (RSD) SiriusXM Satellite Radio; Temperature & Compass Gauge		
XXS	Upfitter Electronic Module (VSIM)	INC	Included
XF6	Voltage Monitoring Auto Idle Up Sys Interior Colors For: Primary w/Regular Cabs	INC	Included
X8	Diesel Gray/Black Primary Colors For : Primary w/Regular Cabs	OPT	N/C
PW7	Bright White Clearcoat	OPT	N/C
Vehicle Subtot Destination	al		\$55,755.00 \$1,395.00
Vehicle Subto	otal (including Destination)	\$	57,150.00

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Bruce Baldwin 1150E Sante Fe Gardner, KS 66030 913-856-0985 Ext 2985

	DESCRIPTION	QTY	YES	NO
1.	One new Insulated 40ft to bottom of bucket telescoping articulating unit	1	×	10000000
2.	45.8ft working height	1		X
3.	30.1ft side reach	$\frac{1}{1}$	×	1
4.	Single dielectric tested 40kv control handle with no more than 400 microampers of leakage	1	1	
5.	Open Center hydraulic system 6GPM with Max operating pressure of 3000	1	X	
6.	2 operator manuals and 2 parts manuals	$\frac{1}{1}$	×	
7.	Steel Reservoir	1	×	ļ
8.	24"x30"x42" End mounted platform 180 degree rotation	1	X	<u> </u>
9.	24" Platform Elevator	1	× .	<u> </u>
10.	Material handling jib top mounted articulating arm with manual extension	1	人	
11.	Multi positioning jib rotation locks	1	X	
12.	36" Orange Jib 7 hole with sheave head	1	X	
13.	Jib storage bag	1	<u> </u>	
14.	Platform cover	1	<u>X</u>	
15.	Platform liner	1	人	
16.	Platform scuff pad with step in corner	1	Š	
17.	Hydraulic tool circuit at platform	1 1 1 1 1 1 1 1 1 1	×	
18.	Hydraulic tool circuit at tailshelf below rotation	1	1	
19.	Engine start/stop at platform with 12v DC powered pump for emergency stowing	1	Χ	
20.	Outriggers front of body	1	×	
21.	Electric Outrigger control sealed switches at rear of tailshelf in weatherproof box	1	人	
22.	Lanyard and Body Harness	1		×
23.	White Powder Coat Painted Unit	1	K	
24.	Brand FX fiberglass body 132" L x 94" W x 42" H with 20" compartment depth			X
25.	3/16 Aluminum treadplate floor	1		<u>ح</u>
26.	2x6 drop in board at top of access steps	1	<i>></i>	
27.	Stainless Steel rotary paddle latches	1	×	
28.	Master body locking system	1	×	
29.	Chock holders in the body with 2 rubber wheel chocks	1	Y	
30.	Hotstick shelf in SS body compartment full length with drop down door at rear	2	X	
31.	1st Vertical SS - Adj aluminum shelf with removable dividers on 4" centers	1	ス	
32.	2 nd Vertical SS – Adj aluminum shelf with removable dividers on 4" centers	2	X	
33.	1 st Horizontal SS - Vacant	2	<u> </u>	
34.	Rear Vertical SS - Locking swivel hooks on adjustable rail 1-2-1	1	×	
35.	1st Vertical CS – Fixed aluminum shelf with no dividers mounted above inverter	1	×	
6.		1	ye	
37.	1st Vertical CS - Four 4" American Eagle drawers with dividers on 4" centers mounted above inverter 2nd Vertical CS - Locking swivel hooks on adjustable rail 1-2-1	1	×	
8.	-	1	اير	
<u>, </u>	1 st Horizontal CS – 15 Equipto 8505 pullout drawers 3x5 configuration, drawers sloped toward the back of the	1	مخز	

Bruce Baldwin 1150E Sante Fe Gardner, KS 66030 913-856-0985 Ext 2985

	DESCRIPTION	QTY	YES	NO
	compartment. 2 removable dividers in each drawer and mounted as far right as possible	100000	X	
39.	Rear Vertical CS - Aluminum Grip strut access steps with 2 grab handles	1	X	
40.	Aluminum rock guards on front of body	1	٠,	
41.	30" Aluminum tailshelf	1	X	
42.	Aluminum Rigid Step beneath access steps	1	X	
43.	Aluminum U shaped grab handle at CS rear mounted front to back on tailshelf with two 5" wire holder posts mounted on cargo side of handle for holding wire reels and payout to the rear.	1	X X	
44.	Aluminum cross storage located in tailshelf floor with dropdown doors on both SS and CS with keyed locks	1	×	ļ
45.	Aluminum rear storage boxes in tailshelf at rear below cross storage with dropdown doors at rear both CS and SS	1	$\frac{1}{x}$	
46.	Aluminum ladder storage rack with roller at rear mounted on SS compartment top	1	× ·	
47.	Aluminum Rear window guard installed of front of body	1	<u>x</u> x	
48.	ICC bumper with combo pintle hitch and 2" ball	1		
49.	Trailer tow eyes	2	<i>y</i>	
50.	Dica outrigger pads 24"x22'x1"	2	بر	
51.	Outrigger pad holders	2	X	
52.	Rubber wheel chocks	2	X	
53.	Post style cone holder	1	×	
54.	Triangle kit and reflector kit	1	المر بحر	
55.	Water cask bracket mounted on SS tailshelf behind compartments payout to SS	1		
56.	Wilton Utility Vise 6.5" jaw with 5.5 in opening	1	X	
57.	Vise mounting plated with 2" female tube mounted rear of tailshelf above CS ICC bumper	1	X	
58.	LED Rope lights in all compartments		X	
59.	Amber LED strobe with brush guards installed on rear window guard	1	X	
50.	Whelen directional light bar TA837A recessed at rear tailshelf with controls in cab	2	X	
51.	4"x 6" rectangular LED light installed on rear of pedestal to light cargo area	1	معر	
52,		1	X	
	LED Go lights with dash mounted and wireless remotes mounted on rear window guard toward furthest edge SS and CS	2	χ	
53 <i>.</i>	Backup alarm	1	X	***
54. 	Multi point grounding system	1	x	
55.	Hannay automatic retracting grounding reel	1	×	
66.	#2 Ga Yellow Jacketed grounding cable with grounding clamp and ferrule	40	/	
57.	U shaped copper grounding lug at rear CS	1	\ \	
8.	6 way trailer receptacle	1	2	
9.	1500 watt Pure Sine wave inverter in 1st vertical CS floor wired ignition hot with dash mounted switch and green light in cab	1		······································
0.	120v GFCI receptacle located on rear body CS	1	× _	
1.	Cab interior fluorescent light centered side to side and running SS to CS (not the dome light)	1	X	
2.	PTO indicator light in cab	$\frac{1}{1}$	<u>بر</u> بر	

City of Gardner KS

Bruce Baldwin 1150E Sante Fe Gardner, KS 66030 913-856-0985 Ext 2985

Options

DESCRIPTION			
Non skid paint on all walking surfaces	1	×	
DOT certification	1	1	
New 2018 Dodge Ram 5500 4x4, AM/FM radio, OEM backup camera, Cruise Control, Keyless Entry, Power Door Locks, Power Windows, Tilt, Vinyl Split Bench Seat. Attach Chassis specifications.	1	Y	
5 year warranty extending chassis warranty through 5 years (Listed as separate line on quote)	1	V	<u> </u>
Unit warranty extending warranty through 5 years covering Parts, Labor, and Travel (Listed as separate line on quote)	1		X
Maintenance program that maintains the truck for the full 5 year warranty period. This includes all preventative maintenance items for the 5 year period. (Listed as a separate line on the quote)	1	X	
1	New 2018 Dodge Ram 5500 4x4, AM/FM radio, OEM backup camera, Cruise Control, Keyless Entry, Power Door Locks, Power Windows, Tilt, Vinyl Split Bench Seat. Attach Chassis specifications. 5 year warranty extending chassis warranty through 5 years (Listed as separate line on quote) Unit warranty extending warranty through 5 years covering Parts, Labor, and Travel (Listed as separate line on quote) quote) Maintenance program that maintains the truck for the full 5 year warranty period. This includes all preventative	New 2018 Dodge Ram 5500 4x4, AM/FM radio, OEM backup camera, Cruise Control, Keyless Entry, Power Door Locks, Power Windows, Tilt, Vinyl Split Bench Seat. Attach Chassis specifications. 5 year warranty extending chassis warranty through 5 years (Listed as separate line on quote) 1 Unit warranty extending warranty through 5 years covering Parts, Labor, and Travel (Listed as separate line on quote) 4 quote) Maintenance program that maintains the truck for the full 5 year warranty period. This includes all preventative	DOT certification New 2018 Dodge Ram 5500 4x4, AM/FM radio, OEM backup camera, Cruise Control, Keyless Entry, Power Door Locks, Power Windows, Tilt, Vinyl Split Bench Seat. Attach Chassis specifications. 5 year warranty extending chassis warranty through 5 years (Listed as separate line on quote) Unit warranty extending warranty through 5 years covering Parts, Labor, and Travel (Listed as separate line on quote) Maintenance program that maintains the truck for the full 5 year warranty period. This includes all preventative

Quote must be received by July 10th, 2017 in order to be considered. Included in your packet must be a full workorder for the custom truck, full chassis spec, sales literature sheet for truck quoted, full description of chassis extended warranty, full description of extended unit warranty, and complete list of preventative maintenance items that will be completed throughout the 5 year period. Packets can be emailed to bbaldwin@gardnerkansas.gov

The City of Gardner reserves the right to accept or refuse any and all bids. If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item please place an X in the appropriate Yes____ No___ to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this make sure your description references the appropriate question number.

Chassis Warranty Total (5 years) Unit Warranty Total (5 years Parts, Labor, Travel)	\$ 5,995,00 \$ 2,860,00
Preventative Maintenance (5 years)	\$ 20,000.00
Chassis Total	\$ 46,490,00
Unit and Body Total	\$ 90,934.00
Total Purchase Price	\$ 166, 279.00
FMV 48 month Lease Payment with all above options included (No rental rates accepted)	\$ <u>2,434, 73</u>

Bruce Baldwin 1150E Sante Fe Gardner, KS 66030 913-856-0985 Ext 2985

Description Of Alternative Not In Compliance

Line# ユ	Description 45'4"
21	Manual Valves
23	Wet Paint
24	FiberLine Body
ウウ	3 years Only

Compounding Period:

Monthly

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	07/10/2017	166,279.00	1		
2 Lease Payment	08/10/2017	2,434.73	48	Monthly	07/10/2021
3 Residual	08/10/2021	77,000.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

i Value Ar	nortization !	والمستحد والمستحد والمستحد والمستحد والمستحد	, 365 Day Ye	ear		TValue Amortization Schedule - Normal, 365 Day Year					
	Date	Lease Payment	Residual	Interest	Principal	Balance					
Lease	07/10/2017			-		166,279.00					
1	08/10/2017	2,434.73		760.73	1,674.00	164,605.00					
2	09/10/2017	2,434.73		753.07	1,681.66	162,923.34					
3	10/10/2017	2,434.73		745.37	1,689.36	161,233.98					
4	11/10/2017	2,434.73		737.65	1,697.08	159,536.90					
5	12/10/2017	2,434.73		729.88	1,704.85	157,832.05					
2017 Tot	als	12,173.65	0.00	3,726.70	8,446.95						
6	01/10/2018	2,434.73		722.08	1,712.65	156,119.40					
7	02/10/2018	2,434.73		714.25	1,720.48	154,398.92					
8	03/10/2018	2,434.73		706.38	1,728.35	152,670.57					
9	04/10/2018	2,434.73		698.47	1,736.26	150,934.31					
10	05/10/2018	2,434.73		690.52	1,744.21	149,190.10					
11	06/10/2018	2,434.73		682.54	1,752.19	147,437.91					
12	07/10/2018	2,434.73		674.53	1,760.20	145,677.71					
13	08/10/2018	2,434.73		666.48	1,768.25	143,909.46					
14	09/10/2018	2,434.73		658.39	1,776.34	142,133.12					
15	10/10/2018	2,434.73		650.26	1,784.47	140,348.65					
16	11/10/2018	2,434.73		642.10	1,792.63	138,556.02					
17	12/10/2018	2,434.73		633.89	1,800.84	136,755.18					
2018 Tota	als	29,216.76	0.00	8,139.89	21,076.87						
18	01/10/2019	2,434.73		625.65	1,809.08	134,946.10					
19	02/10/2019	2,434.73		617.38	1,817.35	133,128.75					
20	03/10/2019	2,434.73		609.06	1,825.67	131,303.08					
21	04/10/2019	2,434.73		600.71	1,834.02	129,469.06					
22	05/10/2019	2,434.73		592.32	1,842.41	127,626.65					
23	06/10/2019	2,434.73		583.89	1,850.84	125,775.81					
24	07/10/2019	2,434.73		575.42	1,859.31	123,916.50					
25	08/10/2019	2,434.73		566.92	1,867.81	122,048.69					

		Lease	No. Mightly			
	Date	Payment	Residual	Interest	Principal	Balance
26	09/10/2019	2,434.73		558.37	1,876.36	120 172 22
27	10/10/2019	2,434.73		549.79		120,172.33
28	11/10/2019	2,434.73		541.16	1,884.94	118,287.39
29	12/10/2019	2,434.73			1,893.57	116,393.82
2019 Tot		29,216.76	0.00	532.50	1,902.23	114,491.59
2013 100	.015	29,210.70	0.00	6,953.17	22,263.59	
30	01/10/2020	2,434.73		523.80	1,910.93	112,580.66
31	02/10/2020	2,434.73		515.06	1,919.67	110,660.99
32	03/10/2020	2,434.73		506.27	1,928.46	108,732.53
33	04/10/2020	2,434.73		497.45	1,937.28	106,795.25
34	05/10/2020	2,434.73		488.59	1,946.14	104,849.11
35	06/10/2020	2,434.73		479.68	1,955.05	102,894.06
36	07/10/2020	2,434.73		470.74	1,963.99	100,930.07
37	08/10/2020	2,434.73		461.76	1,972.97	98,957.10
38	09/10/2020	2,434.73		452.73	1,982.00	96,975.10
39	10/10/2020	2,434.73		443.66	1,991.07	94,984.03
40	11/10/2020	2,434.73		434.55	2,000.18	92,983.85
41	12/10/2020	2,434.73		425.40	2,009.33	90,974.52
2020 Tot	als	29,216.76	0.00	5,699.69	23,517.07	
42	04 /40 /2024	0.404.70				
42	01/10/2021	2,434.73		416.21	2,018.52	88,956.00
43	02/10/2021	2,434.73		406.97	2,027.76	86,928.24
44	03/10/2021	2,434.73		397.70	2,037.03	84,891.21
45	04/10/2021	2,434.73		388.38	2,046.35	82,844.86
46	05/10/2021	2,434.73		379.02	2,055.71	80,789.15
47	06/10/2021	2,434.73		369.61	2,065.12	78,724.03
48	07/10/2021	2,434.73		360.16	2,074.57	76,649.46
Residual	08/10/2021		77,000.00	350.54	76,649.46	0.00
2021 Tota	als	17,043.11	77,000.00	3,068.59	90,974.52	
Grand To	tals	116,867.04	77,000.00	27,588.04	166,279.00	

Last interest amount decreased by 0.13 due to rounding.

Date: 8/9/2017



FMV LEASE PROPOSAL

Terex Financial Services, Inc. (TFS) in conjunction with Terex Utilities is pleased to present the following proposal for your review. This proposal, supersedes all prior written or oral proposals and discussions, is offered for discussion purposes only.

LESSEE: City of Gardner, Ks.

EQUIPMENT: New Terex LTM40

ANNUAL USEAGE: 15,000 miles

LEASE AMOUNT: \$166,830.00

STRUCTURE: Fair Market Value Lease

TERM (Months): 48

PAYMENT FACTOR*: .0162

MONTHLY PAYMENT: \$2,703.00

FLOAT TO FUND: The pricing is based on certain assumptions with regards to TFS' current borrowing

costs, market conditions and a spread from the swap Rate as that most closely approximates the initial term as published in the Federal Reserve Statistical Release H.15. The rate(s) will be adjusted if any of the above variables used in determining this

proposed pricing differs at time of funding.

DOCUMENTATION FEES: \$350.00 Per Schedule

EXPIRATION: Proposal is Valid for 30 Days

Thank you for the opportunity to present this confidential Proposal. If you have any questions, please do not hesitate to call.

Sincerely,

Al Herndon

Terex Financial Services, Inc.

By Title Date

Please indicate approval of the terms contained herein by circling the desired term and signing above and returning this Proposal to al.herndon@terex.com or faxing it to 517-552-0101.

THIS IS A NON-BINDING PROPOSAL AND NEITHER CUSTOMER NOR ANY OTHER PERSON SHOULD RELY UPON IT IN TAKING OR FORBEARING FROM TAKING ANY ACTION OR ADVANCING ANY CREDIT



142 GEMBLER SAN ANTONIO, TX 210-476-7777 210-476-7755

Estimate #:	LTM40 BUCKET TRUCK
Sales Order #:	
Customer #:	
Date:	August 8, 2017

Company: CITY OF GARDNER KANSAS		Unit #:					
Atten	tion: BRUCE BAL	_DWIN	Equipment: LTM4	10 BUCKE	T TRUCK		
		TE FE GARDNER KS 66030	Serial No.:				
	one: 913-856-098		Odometer:				
	Fax:	10 LX1. 2303					
			_ Hours:	IAI INODE		FOTO	IO TEOT
Er	mail:		_ MISC: ANNU	JAL INSPE	ECTION / DIE	LECTR	IC IESI
LINE	PART#	DESCRIPT	ION	٨	IET PRICE	QTY	EXT TOTAL
1		ANNUAL INSPECTION		\$	400.00	1	\$ 400.00
2		DIELECTRIC TEST		\$	200.00	1	\$ 200.00
3		TRAVEL		\$	875.00	1	\$ 875.00
4							
5							
6							
7							
8		REPAIRS FOUND DURING INSPECTION					
9		COMPLETED AND BILLED OUT AT \$125	PER HOUR				
10		PLUS ANY PARTS IF NEEDED					
11							
12		TAXES & SHIPPING NOT INCLUDED					
13							
14		IF OTHER SERVICES OR PARTS ARE R	EQUIRED				
15		SHOP WILL BE NOTIFIED FIRST.					
16							
17		PLEASE PROVIDE SIGNATURE OR P.O.	TO BEGIN WORK				
18							
19							
20							
21							
22							
23							
24 25							
26							
27							
28							
29							
30							
F	Payment Terms (Net 30, unless otherwise stated)			TOTAL	\$	1,475.00
	Other:						

This estimate is subject to our standard terms and conditions. All materials are FOB origin; shipping & handling is not included in this estimate. Environmental fees and applicable taxes are not included in this estimate. This estimate is for stated repairs only; if during the repair cycle other items are found needing attention, the customer will be advised of costs before additional work is performed only if costs will exceed a 10% total variance from estimated price above. The estimated prices are good for thirty (30) days from the date of this estimate.

For questions regarding this estimate, please call:

CRYSTAL O'NEILL FIELD SERVICE COORDINATOR

Direct: 210-476-7768 Fax: 210-476-7755

Email: crystal.oneill@terex.com

Approval Signature (Please Print and Sign Name)			
X			
Purchase Order:			

Comments, Special Instructions	
Please fax or email approval with purchase order number.	

Page 1 of 1

Thank you for your business!

TEREX UTILITIES, INC., d/b/a TEREX SERVICES ("Seller")

TERMS AND CONDITIONS OF SALE

- 1. Terms and Conditions. These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts, Equipment and Services (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Parts and Equipment (collectively referred to as "Products") sold and shipped to Buyer and field labor, reconditioning, shop and inspection services (sometimes collectively referred to herein as "Services") provided by Seller on and after April 18, 2016, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professional contractors, professional end-users and their trained employees and are not intended for use by consumers.
- 2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.
- 3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller hamiless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.
- 4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.
- 5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.
- 6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.
- 7. Warranty for Products and Services.

 (a) For Equipment: Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in
- the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

 (b) For Parts:
 - (i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;
 (ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of
 - the warranty for the Equipment originally sold by Seller; and

 (iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.
- (c) For Services:
 - (i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;
 - (ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and
 - (iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof by seller, which has been subject to

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

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TSNA Terms & Conditions of Sale, USA or Canada (non-Quebec) Buyer (Rev. 4-2016)

Buyer's Initials:	i Service			

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder

against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

- 14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.
- 15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered, modified or altered from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.
- 16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.
- 17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.
- 18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.
- 19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.
- 20. Repair Services on Mobile Equipment. In the event Seller performs repair or maintenance services ("Repair Services") on mobile Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the mobile Equipment provided, and authorizes Seller to perform the Repair Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the mobile Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Repair Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the mobile Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any mobile Equipment left on Seller's premises more than fifteen (15) days after completion of the Repair Services. Buyer grants Seller a security interest and lien in the mobile Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller, sentitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the mobile Equipment. In the event Buyer fails to retrieve the mobile Equipment within ninety (90) days after completion of the Repair Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such mobile Equipment and to convey title to a purchaser of such mobile Equipment, and to apply any sale proceeds against any amount ow
- 21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.
- 22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Products, technology, information or warranty related services. Buyer further agrees that it shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.
- 23. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.
- 25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.
- 26. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

UTILITY ADVISORY COMMISSION STAFF REPORT New Business Item #1

MEETING DATE: SEPTEMBER 7, 2017

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

BRUCE BALDWIN, ELECTRIC DISTRIBUTION MANAGER

AGENDA ITEM: Approve a recommendation to City Council to execute an

agreement with Altec Capital Services to replace two specialty

vehicles in the lease program

Background:

At the present time, the City of Gardner leases six specialty vehicles from Altec Capital Services, including one transmission digger derrick truck, one distribution digger derrick truck, two large aerial lift trucks, and two small aerial lift trucks. The digger derrick trucks and the large aerial lift trucks are on five year leases; and the small aerial lift trucks are on four year leases.

The two leases for the small aerial lift trucks will expire in July of 2018. The lead time to construct these types of specialty vehicles is 9 months from date of order; therefore, the City has to make a timely decision in selecting a four-year lease program which will include preventative maintenance for the two vehicles. The City requested and received proposals for vehicle lease programs from three vendors:

Proposals

Vehicle	Altec Capital	Terex	CTE
Small Aerial Lift Truck	\$2,659.00	\$2,703.00	\$2,434.73
	48 month warranty	48 month warranty	36 month warranty

Major Lease Feature Comparisons

Vendor	Total Price	Chassis	Warranty	Preventative Maintenance	FMV Lease Payment w/o taxes
Altec	\$155,284	2018 Dodge 5500	4 year	X	\$2,659
Terex	\$160,930	2018 Dodge 5500	4 year	X	\$2,703
CTE (Versalift)	\$166,279	2018 Dodge 5500	3 year (4 yr. warranty not available)	Х	\$2,434.73 (not based on FMV)

A review of the proposals finds that Altec Capital has the best lease program based upon price and service. The current lease agreement with Altec Capital has been very successful and the Electric Division has benefitted significantly from this program. Over the last seven years, we have leveled out the annual vehicle expenditures and eliminated all repair costs for parts. The only expenses incurred have been from the Altec mobile service charge and "wear" items, which include tires, windshield wipers, fuel, etc.

Staff Recommendation:

Approve a recommendation to the City Council to execute an agreement with Altec Capital to replace Two Small Aerial Lift Trucks in the lease program for four additional years at a monthly

lease rate of \$2,659.00 per month (\$31,908.00 per year) excluding taxes, licensing fees, and delivery charge.

Attachments:

- a. Altec Small Aerial Lift Truck Quote
- b. CTE Small Aerial Lift Truck Quote
- c. Terex Small Aerial Lift Truck Quote

EXCERPT OF THE DRAFT RECORD OF PROCEEDINGS OF THE UTILITY ADVISORY COMMISSION GARDNER, KANSAS September 7, 2017

NEW BUSINESS

1. Consider a Recommendation to the City Council to execute an agreement with Altec Capital Services to replace two specialty vehicles in the lease program.

Electric Distribution Manager Bruce Baldwin gave the staff report.

Commissioner Barney asked how much it would cost to buy a truck. Manager Baldwin said that the cost would be \$160,930 from Terex, \$155,284 from Altec, and \$166,279 from CTE.

Chairman Baldwin explained the reasoning behind the previous EUB decision to lease specialty trucks instead of buying them. The commission briefly discussed leasing advantages and truck costs and resale values.

Commissioner Barney asked if there were lease opportunities for other departmental specialty trucks. Utilities Department Director Gonz Garcia stated that he is checking into leasing a vactor truck for the Line Maintenance Division.

Motion by Commissioner Barney, seconded by Commissioner Andrew Krievins, to execute an agreement with Altec Capital to replace two small aerial lift trucks in the lease program for four additional years at a monthly lease rate of \$2,659 per month (\$31,908 per year) excluding taxes, licensing fees, and delivery charges.

Motion carried 4-0 Aye (1 Absent)