



# AGENDA

## GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas  
Monday, April 15, 2024, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on April 15, 2024 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov).

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

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

1. Proclaim April 22, 2024, as Earth Day in the City of Gardner
2. Proclaim April 26, 2024, as Arbor Day in the City of Gardner
3. Proclaim April 21-27, 2024, as Crime Victims' Rights Week in the City of Gardner
4. Public Meeting regarding Wastewater Treatment Plant Improvements
5. Gardner Chamber of Commerce Update
6. Outside Agency Budget Requests
7. 2025-2029 Capital Improvement Program

### PUBLIC HEARINGS

None

### PUBLIC COMMENTS

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

### CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on April 1, 2024.
2. Standing approval of City expenditures prepared March 28, 2024 in the amount of \$1,971,417.38 and April 4, 2024 in the amount of \$896,486.98.
3. Consider authorizing the City Administrator to enter into a contract with Sands Construction Company for construction of the South Center Street Trail Project.
4. Consider authorizing the City Administrator to execute a contract with KC Wholesale Carpet for the replacement of carpet in City Hall.
5. Consider authorizing the purchase of six new vehicles through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated collateral equipment under the City's Vehicle and Equipment Replacement Policy.
6. Consider approving new reorder point and quantity stock levels and authorizing the implementation of the 2024 Electric Distribution Purchasing Program.
7. Consider an appointment to the Utility Advisory Commission.

### PLANNING & ZONING CONSENT AGENDA

None

### COMMITTEE RECOMMENDATIONS

1. Consider adopting ordinance approving a rezoning from ACP-2 (Activity Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District; for potential commercial development of 1.44 acres located at the northeast corner of S Gardner Rd and W 187<sup>th</sup> Terrace.

### OLD BUSINESS

None

### NEW BUSINESS

1. Consider authorizing the City Administrator to execute an agreement with Gravie and for approving the city's contributions to health, vision, dental, and life insurance programs.

### COUNCIL UPDATES – Oral presentation unless otherwise noted

### EXECUTIVE SESSION

### ADJOURNMENT



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

# PROCLAMATION

**WHEREAS**, the first Earth Day was celebrated with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's resources; and

**WHEREAS**, Earth Day was created to allow us to reflect on the health of our planet and the importance of environmental stewardship, safeguarding our planet and its natural resources to ensure we and future generations will have a clean, healthy world in which to live, work and recreate; and

**WHEREAS**, Earth Day is celebrated annually to celebrate the beauty of our planet, recommit to actions to promote a healthy environment, and to maintain a peaceful, just and sustainable world; and

**WHEREAS**, Earth Day is an opportunity to renew America's commitment to preserving and protecting the state of our environment through community service and responsible stewardship; and

**WHEREAS**, the theme for Earth Day 2024 is "Planet Vs. Plastic", which highlights the importance of dedicating our time, resources, and energy to solving climate change and other issues.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim April 22, 2024 as

## Earth Day

in the City of Gardner, Kansas and urge all citizens to celebrate and commit to protect and enhance the long-term health of the natural environment and community.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 15th day of April 2024.

CITY OF GARDNER, KANSAS

\_\_\_\_\_  
Todd Winters, Mayor

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

(SEAL)

# PROCLAMATION

**WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees—wherever they are planted—are a source of joy and spiritual renewal.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim April 26, 2024 as

## Arbor Day

in the City of Gardner, Kansas and urge all citizens to celebrate and support efforts to protect our trees and woodlands.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 15th day of April 2024.

CITY OF GARDNER, KANSAS

\_\_\_\_\_  
Todd Winters, Mayor

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

(SEAL)

# PROCLAMATION

**WHEREAS**, surviving a crime can have myriad lasting effects on victims, including physical, psychological, social, and financial issues; and

**WHEREAS**, we know that countless survivors never tell anyone about what happened to them; and

**WHEREAS**, each of us has a moral responsibility to actively participate in the healing of others; and,

**WHEREAS**, it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services and, above all, hope; and

**WHEREAS**, victim service providers, community members, businesses, places of worship, colleagues, neighbors, and family members are capable of providing victim-centered, trauma-informed, and culturally responsive support; and

**WHEREAS**, we must listen to survivors and be willing to create new options for support to ensure that all victims of crime can receive help and seek justice; and

**WHEREAS**, we must do everything we can to show survivors that hope—the belief that the future will be better—is not just tangible but within their reach; and

**WHEREAS**, National Crime Victims’ Rights Week encourages all people to ask themselves the question, “How would you help a victim of crime?”

**WHEREAS**, the City of Gardner, Kansas is hereby dedicated to raising awareness of options, services, and hope for crime survivors.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim the week of April 21-27, 2024 as

## Crime Victims’ Rights Week

in the City of Gardner, Kansas, reaffirming our commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims’ Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

CITY OF GARDNER, KANSAS

\_\_\_\_\_  
Todd Winters, Mayor

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

(SEAL)

# COUNCIL DISCUSSION FORM

# PRESENTATION ITEM No. 4

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Wastewater Treatment Plant Improvements

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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**Background/Description of Item:**

The City of Gardner, Kansas will hold a public meeting on Monday, April 15<sup>th</sup> at 7 p.m. in City Hall, 120 E. Main St., Gardner, Kansas, to present and discuss the alternatives for wastewater treatment plant (Kill Creek Water Resource Recovery Facility). The improvements will be funded under the low interest State Revolving Loan Fund Program through the Kansas Department of Health and Environment. The Loan application will include funding for the following improvements:

Wastewater Treatment Plant Improvements consisting of: additional 2.5 MGD capacity to the facility; another train of two treatment basins; two sedimentation basins; a sludge thickener; two digester basins; sludge pumping and centrifuge; UV System; resolve operation; code compliance; and safety issues within the existing treatment facility. The project will also include site planning, design, and construction of all necessary site infrastructure necessary for this project.

The anticipated amount of the loan application request will be \$37,000,000 and the total project cost is estimated to be \$37,000,000. The alternatives will be discussed at the public meeting.

Jeff LeMire, Utilities Manager, will be at the meeting to provide a presentation on the proposed improvements.

**COUNCIL DISCUSSION FORM**

**PRESENTATION ITEM No. 5**

**MEETING DATE: APRIL 15, 2024**

**STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR**

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**Agenda Item:** Gardner Chamber of Commerce Update

**Strategic Priority:** Economic Development

**Department:** Finance

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**Background/Description of Item:**

Jason Leib, President and CEO of Gardner Chamber of Commerce, will provide an update on the annual work plan and present the funding request for 2025.

**COUNCIL DISCUSSION FORM**

**PRESENTATION ITEM No. 6**

**MEETING DATE: APRIL 15, 2024**

**STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR**

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**Agenda Item:** Outside Agency Budget Requests

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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**Background/Description of Item:**

Finance Director Matthew Wolff will present a summary of 2025 budget requests from outside agencies to the Governing Body.

## **COUNCIL DISCUSSION FORM**

## **PRESENTATION ITEM NO. 7**

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** 2025-2029 Capital Improvement Program

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Background/Description of Item:**

Finance Director Matthew Wolff will present the 2025-2029 Capital Improvement Program to the Governing Body.

### **Attachments:**

- 1) CIP by Departments Report
- 2) CIP Project Detail Report

City of Gardner, Kansas  
*Capital Improvement Program*  
 2025 thru 2029

**PROJECTS BY DEPARTMENT**

| Department                                       | Project # | Priority | 2025              | 2026              | 2027             | 2028              | 2029             | Total              |
|--|-----------|----------|-------------------|-------------------|------------------|-------------------|------------------|--------------------|
| <b>Parks and Recreation</b>                      |           |          |                   |                   |                  |                   |                  |                    |
| Stone Creek Park Playground Replacement          | PR5001    | 1        |                   | 500,000           |                  |                   |                  | 500,000            |
| Veterans Park Restroom Rehab                     | PR5005    | 3        | 200,000           |                   |                  |                   |                  | 200,000            |
| Celebration Park Playground Replacement          | PR5006    | 3        |                   |                   |                  | 1,000,000         |                  | 1,000,000          |
| <b>Parks and Recreation Total</b>                |           |          | <b>200,000</b>    | <b>500,000</b>    |                  | <b>1,000,000</b>  |                  | <b>1,700,000</b>   |
| <b>Public Works</b>                              |           |          |                   |                   |                  |                   |                  |                    |
| Terminal Building Replacement                    | AP2301    | 3        |                   | 3,434,000         | 130,000          |                   |                  | 3,564,000          |
| Land Acquisition, Tract E                        | AP3000    | 1        | 400,000           |                   |                  |                   |                  | 400,000            |
| Reconstruct West Apron                           | AP3001    | 2        |                   | 120,000           | 780,000          |                   |                  | 900,000            |
| Reconstruct East Apron                           | AP3002    | 3        |                   |                   |                  |                   | 46,000           | 46,000             |
| Replace Fuel Facility                            | AP3012    | 2        | 80,000            | 850,000           |                  |                   |                  | 930,000            |
| Gardner Rd. Bridge over I-35                     | PW2202    | 1        | 28,200,000        |                   |                  |                   |                  | 28,200,000         |
| 167th Street, Center to Moonlight Reconstruction | PW6004    | 2        |                   | 160,000           | 2,668,500        | 8,557,000         |                  | 11,385,500         |
| 167th Street, Kill Creek to Waverly              | PW6005    | 2        |                   |                   |                  |                   | 6,210,000        | 6,210,000          |
| Signal Interconnect                              | PW6010    | 2        | 217,200           |                   |                  |                   |                  | 217,200            |
| Old 56   | PW6015    | 3        |                   | 1,151,000         |                  |                   |                  | 1,151,000          |
| 175th, Osage to Waverly                          | PW6016    | 3        |                   |                   | 684,000          |                   |                  | 684,000            |
| Gardner Rd, 188th to BNSF                        | PW6017    | 3        |                   |                   |                  | 2,280,000         |                  | 2,280,000          |
| Cherokee Rehab, West City Limits to Center St    | PW6018    | 3        | 840,000           |                   |                  |                   |                  | 840,000            |
| I-35 and US-56 Interchange Improvements          | PW6019    | 2        | 182,000           | 1,163,000         |                  |                   |                  | 1,345,000          |
| <b>Public Works Total</b>                        |           |          | <b>29,919,200</b> | <b>6,878,000</b>  | <b>4,262,500</b> | <b>10,837,000</b> | <b>6,256,000</b> | <b>58,152,700</b>  |
| <b>Utilities</b>                                 |           |          |                   |                   |                  |                   |                  |                    |
| S. Clare Rd. to 191st St. Overhead Power Line    | EL4003    | 1        | 400,000           |                   |                  |                   |                  | 400,000            |
| Substation #1 T2 Upgrade                         | EL4004    | 2        | 4,495,000         |                   |                  |                   |                  | 4,495,000          |
| Claire Road Substation 4                         | EL4005    | 1        | 14,900,000        |                   |                  |                   |                  | 14,900,000         |
| Resurface Parking Lot                            | EL4006    | 2        | 80,000            |                   |                  |                   |                  | 80,000             |
| Unit 1 & 2 Lube Oil Coolers                      | EL4010    | 2        | 312,000           |                   |                  |                   |                  | 312,000            |
| Unit 2 Upgrade                                   | EL4011    | 2        | 2,496,000         |                   |                  |                   |                  | 2,496,000          |
| Unit 1 Upgrade                                   | EL4012    | 2        |                   |                   | 2,700,000        |                   |                  | 2,700,000          |
| New Distribution Feeder Circuit 23               | EL4015    | 1        |                   |                   | 998,000          |                   |                  | 998,000            |
| Conversion Circuit 34                            | EL4017    | 4        |                   |                   |                  | 887,000           |                  | 887,000            |
| New Substation 5 - Land Acquisition              | EL4019    | 5        |                   |                   |                  |                   | 100,000          | 100,000            |
| New Water Transmission Line                      | WA7003    | 1        | 4,250,000         | 4,000,000         |                  |                   |                  | 8,250,000          |
| Nike L.S. and Forcemain Improvements             | WW8000    | 3        | 500,000           |                   |                  |                   |                  | 500,000            |
| WWTP Advanced Nutrient Removal                   | WW8001    | 5        | 450,000           | 5,400,000         |                  |                   |                  | 5,850,000          |
| Cedar Niles Lift Station and Force Main          | WW8013    | 2        | 4,000,000         |                   |                  |                   |                  | 4,000,000          |
| Kill Creek Interceptor Improvements              | WW8019    | 3        | 600,000           | 3,700,000         |                  |                   |                  | 4,300,000          |
| <b>Utilities Total</b>                           |           |          | <b>32,483,000</b> | <b>13,100,000</b> | <b>3,698,000</b> | <b>887,000</b>    | <b>100,000</b>   | <b>50,268,000</b>  |
| <b>GRAND TOTAL</b>                               |           |          | <b>62,602,200</b> | <b>20,478,000</b> | <b>7,960,500</b> | <b>12,724,000</b> | <b>6,356,000</b> | <b>110,120,700</b> |

# Capital Improvement Program

2025 *thru* 2029

Department Parks and Recreation  
 Contact Park and Recreation Director  
 Type Improvement  
 Useful Life 15 years  
 Category Park Improvements  
 Priority 1 Critical  
 Status Active

## City of Gardner, Kansas

|              |   |
|--------------|---|
| Project #    | PR5001                                  |
| Project Name | Stone Creek Park Playground Replacement |

Cash or Debt: Cash

Total Project Cost: \$500,000

|   |
|---|
| <b>Description</b>  |
| Replacement of the Stone Creek Park playground structure. |

|   |
|---|
| <b>Justification</b>  |
| The playground unit at Stone Creek Park is 20 years old. When sections of the playground fail, replacement parts are not available due to the age of the structure. |

| Expenditures | 2025 | 2026           | 2027 | 2028 | 2029 | Total          |
|--------------|------|----------------|------|------|------|----------------|
| Construction |      | 500,000        |      |      |      | 500,000        |
| <b>Total</b> |      | <b>500,000</b> |      |      |      | <b>500,000</b> |

| Funding Sources       | 2025 | 2026           | 2027 | 2028 | 2029 | Total          |
|-----------------------|------|----------------|------|------|------|----------------|
| Park Improvement Fund |      | 500,000        |      |      |      | 500,000        |
| <b>Total</b>          |      | <b>500,000</b> |      |      |      | <b>500,000</b> |

|                            |
|----------------------------|
| <b>Budget Impact/Other</b> |
| None/Minimal.              |

# Capital Improvement Program

2025 *thru* 2029

## City of Gardner, Kansas

Department Parks and Recreation  
 Contact Park and Recreation Director  
 Type Improvement  
 Useful Life 20 years  
 Category Park: Veterans Park  
 Priority 3 Important  
 Status Active

Project # PR5005  
 Project Name Veterans Park Restroom Rehab

Cash or Debt: Cash

Total Project Cost: \$200,000

### Description

This project is for the design and installation of a new ADA restroom facility at Veteran's Park.

### Justification

The existing restroom at Veterans Park is not up to ADA code. With the addition of the City's first Inclusive Playground at Veterans Park, this facility would accommodate all users of the playground. The City hopes to obtain a 50/50 grant for this project through the Land Water and Conservation Fund.

| Expenditures | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|----------------|------|------|------|------|----------------|
| Construction | 200,000        |      |      |      |      | 200,000        |
| <b>Total</b> | <b>200,000</b> |      |      |      |      | <b>200,000</b> |

| Funding Sources                  | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|----------------------------------|----------------|------|------|------|------|----------------|
| Capital Improvement Reserve Fund | 100,000        |      |      |      |      | 100,000        |
| Grants                           | 100,000        |      |      |      |      | 100,000        |
| <b>Total</b>                     | <b>200,000</b> |      |      |      |      | <b>200,000</b> |

### Budget Impact/Other

None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

Department Parks and Recreation  
 Contact Park and Recreation Director  
 Type Improvement  
 Useful Life 20 years  
 Category Park Improvements  
 Priority 3 Important  
 Status Active

## City of Gardner, Kansas

|              |   |
|--------------|---|
| Project #    | PR5006                                  |
| Project Name | Celebration Park Playground Replacement |

Cash or Debt: Debt

Total Project Cost: \$1,000,000

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|--|
| <b>Description</b>   |
| Replacing aging playground equipment at Celebration Park with updated structures and surfacing that will include inclusive play. |

|   |
|---|
| <b>Justification</b>  |
| The playground unit at Celebration Park is approaching 20 years old. When sections of the playground fail, replacement parts are not available due to the age of the structure. |

| Expenditures | 2025 | 2026 | 2027 | 2028             | 2029 | Total            |
|--------------|------|------|------|------------------|------|------------------|
| Construction |      |      |      | 1,000,000        |      | 1,000,000        |
| <b>Total</b> |      |      |      | <b>1,000,000</b> |      | <b>1,000,000</b> |

| Funding Sources                  | 2025 | 2026 | 2027 | 2028             | 2029 | Total            |
|----------------------------------|------|------|------|------------------|------|------------------|
| Capital Improvement Reserve Fund |      |      |      | 1,000,000        |      | 1,000,000        |
| <b>Total</b>                     |      |      |      | <b>1,000,000</b> |      | <b>1,000,000</b> |

|   |
|---|
| <b>Budget Impact/Other</b>  |
| Future principal and interest payments will come from the Bond and Interest Fund. |

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact Public Works Director

Project # AP2301  
 Project Name Terminal Building Replacement

Type Improvement

Useful Life 40 years

Category Airport

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$3,900,000

**Description**  
 Demolition and replacement of existing flight school and terminal buildings, per the business and economic development plan and terminal design.

**Justification**  
 Recommended in the 2009 Airport Master Plan. Current facility is not serviceable, and extensive areas are not useable.

| Prior        | Expenditures               | 2025 | 2026             | 2027           | 2028 | 2029 | Total            |
|--------------|----------------------------|------|------------------|----------------|------|------|------------------|
| 336,000      | Construction/Maintenance   |      | 3,351,000        |                |      |      | 3,351,000        |
|              | Equip/Vehicles/Furnishings |      |                  | 130,000        |      |      | 130,000          |
| <b>Total</b> | Construction Engineering   |      | 83,000           |                |      |      | 83,000           |
|              | <b>Total</b>               |      | <b>3,434,000</b> | <b>130,000</b> |      |      | <b>3,564,000</b> |

| Prior        | Funding Sources                 | 2025 | 2026             | 2027           | 2028 | 2029 | Total            |
|--------------|---------------------------------|------|------------------|----------------|------|------|------------------|
| 336,000      | Airport Fund                    |      | 171,700          | 130,000        |      |      | 301,700          |
|              | Federal Aviation Administration |      | 3,262,300        |                |      |      | 3,262,300        |
| <b>Total</b> | <b>Total</b>                    |      | <b>3,434,000</b> | <b>130,000</b> |      |      | <b>3,564,000</b> |

**Budget Impact/Other**  
 Potential revenue increase with additional tenants with improved space. May attract new business.  
 Potential decrease in utility and maintenance costs.  
 Project is estimated with 95% KAIP and 90% ATP matching funds.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact Public Works Director

|              |                           |
|--------------|---------------------------|
| Project #    | AP3000                    |
| Project Name | Land Acquisition, Tract E |

Cash or Debt: Cash

Type Land Acquisition

Useful Life Unlimited

Category Airport

Priority 1 Critical

Status Active

Total Project Cost: \$875,000

|  |
|--|
| <b>Description</b>   |
| Land Acquisition, Relocation Advisory Services, Demolition and Clearing in Runway 35 approach, Tract E. Funded with 90% FAA NPE and BIL funding. |

|   |
|---|
| <b>Justification</b>  |
| Acquiring the tract will give the Airport control of land within the existing Runway Protection Zone. This will allow for the future improvement of runway 17-35. |
| The project is required and per FAA is the next project eligible for non-primary entitlement (NPE) and Bipartisan Infrastructure Law (BIL) funding.               |

| Prior        | Expenditures       | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|--------------------|----------------|------|------|------|------|----------------|
| 475,000      | Demolition/Removal | 400,000        |      |      |      |      | 400,000        |
| <b>Total</b> | <b>Total</b>       | <b>400,000</b> |      |      |      |      | <b>400,000</b> |

| Prior        | Funding Sources                        | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|--|----------------|------|------|------|------|----------------|
| 475,000      | Airport Fund                           | 40,000         |      |      |      |      | 40,000         |
| <b>Total</b> | <b>Federal Aviation Administration</b> | <b>360,000</b> |      |      |      |      | <b>360,000</b> |
|              | <b>Total</b>                           | <b>400,000</b> |      |      |      |      | <b>400,000</b> |

|   |
|---|
| <b>Budget Impact/Other</b>  |
| Requires upfront costs that will be reimbursed at a 90/10 rate. The reimbursements may not occur until the next year. |

# Capital Improvement Program

2025 *thru* 2029

Department Public Works  
 Contact Public Works Director  
 Type Improvement  
 Useful Life 30 years  
 Category Airport  
 Priority 2 Very Important  
 Status Active

## City of Gardner, Kansas

Project # AP3001  
 Project Name Reconstruct West Apron

Cash or Debt: Cash

Total Project Cost: \$900,000

### Description

This project will fund the reconstruction of the west portion of the transient aircraft parking apron and connection to Runway 8-26. The pavement has exceeded its useful life. 2018 PCI values were reported as 34 and 55.

### Justification

The terminal area apron is congested and needs to be repaired. It has been recently seal coated but has shallow ponds. A connector taxiway is needed to access the north T-hanger area to avoid taxiing on the runway to access the fueling station and the terminal apron.

| Expenditures             | 2025 | 2026           | 2027           | 2028 | 2029 | Total          |
|--------------------------|------|----------------|----------------|------|------|----------------|
| Engineering              |      | 120,000        |                |      |      | 120,000        |
| Construction             |      |                | 680,000        |      |      | 680,000        |
| Construction Engineering |      |                | 100,000        |      |      | 100,000        |
| <b>Total</b>             |      | <b>120,000</b> | <b>780,000</b> |      |      | <b>900,000</b> |

| Funding Sources                 | 2025 | 2026           | 2027           | 2028 | 2029 | Total          |
|---------------------------------|------|----------------|----------------|------|------|----------------|
| Airport Fund                    |      | 12,000         | 78,000         |      |      | 90,000         |
| Federal Aviation Administration |      | 108,000        | 702,000        |      |      | 810,000        |
| <b>Total</b>                    |      | <b>120,000</b> | <b>780,000</b> |      |      | <b>900,000</b> |

### Budget Impact/Other

Requires upfront costs that will be reimbursed at a 90/10 rate. The reimbursements may not occur until the next year.

# Capital Improvement Program

2025 *thru* 2029

## City of Gardner, Kansas

Department Public Works  
 Contact Public Works Director  
 Type Improvement  
 Useful Life 30 years  
 Category Airport  
 Priority 3 Important  
 Status Active

Project # AP3002  
 Project Name Reconstruct East Apron

Cash or Debt: Cash

Total Project Cost: \$500,000

### Description

This project will fund the reconstruction of the east portion of the transient aircraft parking apron. The pavement has exceeded its useful life. 2018 PCI value was reported as 68.

### Justification

The terminal area apron is congested and needs to be repaired. It has been recently seal coated but has shallow ponds. A connector taxiway is needed to access the north T-hanger area to avoid taxiing on the runway to access the fueling station and the terminal apron.

| Expenditures | 2025 | 2026 | 2027 | 2028 | 2029          | Total         | Future       |
|--------------|------|------|------|------|---------------|---------------|--------------|
| Engineering  |      |      |      |      | 46,000        | 46,000        | 454,000      |
| <b>Total</b> |      |      |      |      | <b>46,000</b> | <b>46,000</b> | <b>Total</b> |

| Funding Sources                 | 2025 | 2026 | 2027 | 2028 | 2029          | Total         | Future  |
|---------------------------------|------|------|------|------|---------------|---------------|---------|
| Airport Fund                    |      |      |      |      | 4,600         | 4,600         | 454,000 |
| Federal Aviation Administration |      |      |      |      | 41,400        | 41,400        | Total   |
| <b>Total</b>                    |      |      |      |      | <b>46,000</b> | <b>46,000</b> |         |

### Budget Impact/Other

Requires upfront costs that will be reimbursed at a 90/10 rate. The reimbursements may not occur until the next year.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works  
 Contact Public Works Director

## City of Gardner, Kansas

Project # AP3012  
 Project Name Replace Fuel Facility

Type Improvement  
 Useful Life 30 years  
 Category Airport  
 Priority 2 Very Important  
 Status Active

Cash or Debt:

Total Project Cost: \$930,000

**Description**  
 Design, construction, and construction services fees associated with replacing the fuel dispensers, credit card reader, and constructing an above-ground fuel tank at K34.

**Justification**  
 The current system features an antiquated fuel dispenser as well as below ground tanks that pose an environmental hazard. Replacing the fuel dispensers, credit card reader, and constructing an above-ground fuel tank would bring the airport's fuel system up-to-date alongside the exciting terminal building improvements planned. This new system would remain as self-serve, allowing tenants and itinerant users to safely fuel aircraft. The above-ground tanks also would comply with KDHE regulations concerning fuel storage.

| Expenditures             | 2025          | 2026           | 2027 | 2028 | 2029 | Total          |
|--------------------------|---------------|----------------|------|------|------|----------------|
| Engineering              | 80,000        |                |      |      |      | 80,000         |
| Construction             |               | 795,000        |      |      |      | 795,000        |
| Construction Engineering |               | 55,000         |      |      |      | 55,000         |
| <b>Total</b>             | <b>80,000</b> | <b>850,000</b> |      |      |      | <b>930,000</b> |

| Funding Sources | 2025          | 2026           | 2027 | 2028 | 2029 | Total          |
|-----------------|---------------|----------------|------|------|------|----------------|
| Airport Fund    | 4,000         | 127,500        |      |      |      | 131,500        |
| KDOT            | 76,000        | 722,500        |      |      |      | 798,500        |
| <b>Total</b>    | <b>80,000</b> | <b>850,000</b> |      |      |      | <b>930,000</b> |

**Budget Impact/Other**  
 Project was selected for KDOT Kansas Airport Improvement Funding, with engineering design funded at 95% KDOT / 5% Sponsor and construction funded at 85% KDOT / 15% sponsor.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

|              |                              |
|--------------|------------------------------|
| Project #    | PW2202                       |
| Project Name | Gardner Rd. Bridge over I-35 |

Type Improvement

Useful Life 40 years

Category Street Reconstruction

Priority 1 Critical

Status Active

Cash or Debt: Debt

Total Project Cost: \$36,200,000

### Description

This project is the second phase of improvements to the I-35 and Gardner Road interchange. KDOT hired HDR to perform the preliminary design of the proposed diverging diamond interchange and final design of a new bridge over I-35. The project will preserve right-of-way relocate utilities for the future interchange. Construction is proposed to begin in KDOT FY 2024.

### Justification

The existing bridge over I-35 is considered functionally obsolete. It is extremely narrow and has no provision for pedestrians or bicycles.

| Prior        | Expenditures             | 2025              | 2026 | 2027 | 2028 | 2029 | Total             |
|--------------|--------------------------|-------------------|------|------|------|------|-------------------|
| 8,000,000    | Construction             | 25,700,000        |      |      |      |      | 25,700,000        |
|              | Construction Engineering | 2,500,000         |      |      |      |      | 2,500,000         |
| <b>Total</b> | <b>Total</b>             | <b>28,200,000</b> |      |      |      |      | <b>28,200,000</b> |

| Prior        | Funding Sources             | 2025              | 2026 | 2027 | 2028 | 2029 | Total             |
|--------------|-----------------------------|-------------------|------|------|------|------|-------------------|
| 8,000,000    | KDOT                        | 20,200,000        |      |      |      |      | 20,200,000        |
|              | MARC                        | 6,000,000         |      |      |      |      | 6,000,000         |
| <b>Total</b> | <b>Special Highway Fund</b> | <b>2,000,000</b>  |      |      |      |      | <b>2,000,000</b>  |
|              | <b>Total</b>                | <b>28,200,000</b> |      |      |      |      | <b>28,200,000</b> |

### Budget Impact/Other

The Special Highway Fund will transfer funds over to the Bond and Interest Fund on an annual basis to cover the debt service payments. Funding for future principal and interest payments will be come from the Bond and Interest Fund.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

Project # PW6004  
 Project Name 167th Street, Center to Moonlight Reconstruction

Type Maintenance

Useful Life 30 years

Category Street Reconstruction

Priority 2 Very Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$11,385,500

**Description**

Widen to 3 lanes with multi-use path, sidewalk, and on-street bike lanes.

**Justification**

The existing road is a rural two-lane section with open ditches and narrow pavement.

| Expenditures       | 2025 | 2026           | 2027             | 2028             | 2029 | Total             |
|--------------------|------|----------------|------------------|------------------|------|-------------------|
| Land Acquisition   |      |                | 412,500          |                  |      | 412,500           |
| Engineering        |      | 160,000        |                  |                  |      | 160,000           |
| Construction       |      |                |                  | 7,857,000        |      | 7,857,000         |
| Inspection         |      |                |                  | 700,000          |      | 700,000           |
| Utility Relocation |      |                | 2,256,000        |                  |      | 2,256,000         |
| <b>Total</b>       |      | <b>160,000</b> | <b>2,668,500</b> | <b>8,557,000</b> |      | <b>11,385,500</b> |

| Funding Sources      | 2025 | 2026           | 2027             | 2028             | 2029 | Total             |
|----------------------|------|----------------|------------------|------------------|------|-------------------|
| MARC                 |      |                |                  | 5,500,000        |      | 5,500,000         |
| Special Highway Fund |      | 160,000        | 2,668,500        | 3,057,000        |      | 5,885,500         |
| <b>Total</b>         |      | <b>160,000</b> | <b>2,668,500</b> | <b>8,557,000</b> |      | <b>11,385,500</b> |

**Budget Impact/Other**

The Special Highway Fund will transfer funds over to the Bond and Interest Fund on an annual basis to cover the debt service payments. Funding for future principal and interest payments will be come from the Bond and Interest Fund.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

|              |                                     |
|--------------|-------------------------------------|
| Project #    | PW6005                              |
| Project Name | 167th Street, Kill Creek to Waverly |

Type Improvement

Useful Life 30 years

Category Street Reconstruction

Priority 2 Very Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$6,210,000

|   |
|---|
| <b>Description</b>  |
| Widen to 3 lanes with multi-use path, sidewalk, and on-street bike lanes. |

|   |
|---|
| <b>Justification</b>  |
| Existing roadway is a rural two-lane section with open ditches and narrow pavement. |

| Expenditures       | 2025 | 2026 | 2027 | 2028 | 2029             | Total            |
|--------------------|------|------|------|------|------------------|------------------|
| Land Acquisition   |      |      |      |      | 110,000          | 110,000          |
| Engineering        |      |      |      |      | 500,000          | 500,000          |
| Construction       |      |      |      |      | 5,000,000        | 5,000,000        |
| Inspection         |      |      |      |      | 300,000          | 300,000          |
| Utility Relocation |      |      |      |      | 300,000          | 300,000          |
| <b>Total</b>       |      |      |      |      | <b>6,210,000</b> | <b>6,210,000</b> |

| Funding Sources | 2025 | 2026 | 2027 | 2028 | 2029             | Total            |
|-----------------|------|------|------|------|------------------|------------------|
| CARS            |      |      |      |      | 2,650,000        | 2,650,000        |
| Unfunded        |      |      |      |      | 3,560,000        | 3,560,000        |
| <b>Total</b>    |      |      |      |      | <b>6,210,000</b> | <b>6,210,000</b> |

|   |
|---|
| <b>Budget Impact/Other</b>  |
| The Special Highway Fund will transfer funds over to the Bond and Interest Fund on an annual basis to cover the debt service payments. Funding for future principal and interest payments will be come from the Bond and Interest Fund. |

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

|              |                     |
|--------------|---------------------|
| Project #    | PW6010              |
| Project Name | Signal Interconnect |

Type Improvement

Useful Life 20 years

Category IT Infrastructure

Priority 2 Very Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$300,000

|  |  |
|--|--|
| <b>Description</b>   |  |
| The project will provide hardware and software to interconnect traffic signal operations along US-56 from Center St to Cedar Niles and along Moonlight Rd from US-56 to Madison. |  |

|   |  |
|---|--|
| <b>Justification</b>  |  |
| As the city continues to grow, congestion on city streets will only increase with the additional traffic volumes. The city obtained a grant from MARC to acquire and install hardware and software to interconnect the signals, which will result in more efficient travel flow and reduced carbon emissions. |  |

| Prior        | Expenditures | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|--------------|----------------|------|------|------|------|----------------|
| 82,800       | Installation | 217,200        |      |      |      |      | 217,200        |
| <b>Total</b> | <b>Total</b> | <b>217,200</b> |      |      |      |      | <b>217,200</b> |

| Prior        | Funding Sources      | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|----------------------|----------------|------|------|------|------|----------------|
| 82,800       | MARC                 | 173,760        |      |      |      |      | 173,760        |
|              | Special Highway Fund | 43,440         |      |      |      |      | 43,440         |
| <b>Total</b> | <b>Total</b>         | <b>217,200</b> |      |      |      |      | <b>217,200</b> |

|                            |  |
|----------------------------|--|
| <b>Budget Impact/Other</b> |  |
| None/minimal.              |  |

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

|              |        |
|--------------|--------|
| Project #    | PW6015 |
| Project Name | Old 56 |

Type Maintenance

Useful Life 30 years

Category Street Maintenance

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$1,151,000

|   |
|---|
| <b>Description</b>                              |
| Mill and overlay Old 56 within the city limits. |

|  |
|--|
| <b>Justification</b>                               |
| The PCI is the lowest of any arterial in the city. |

| Expenditures | 2025 | 2026             | 2027 | 2028 | 2029 | Total            |
|--------------|------|------------------|------|------|------|------------------|
| Construction |      | 1,140,000        |      |      |      | 1,140,000        |
| Inspection   |      | 11,000           |      |      |      | 11,000           |
| <b>Total</b> |      | <b>1,151,000</b> |      |      |      | <b>1,151,000</b> |

| Funding Sources      | 2025 | 2026             | 2027 | 2028 | 2029 | Total            |
|----------------------|------|------------------|------|------|------|------------------|
| CARS                 |      | 575,500          |      |      |      | 575,500          |
| Special Highway Fund |      | 575,500          |      |      |      | 575,500          |
| <b>Total</b>         |      | <b>1,151,000</b> |      |      |      | <b>1,151,000</b> |

|                            |
|----------------------------|
| <b>Budget Impact/Other</b> |
| None/minimal.              |

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

Project # PW6016

Type Maintenance

Project Name 175th, Osage to Waverly

Useful Life 30 years

Cash or Debt: Cash

Category Street Maintenance

Priority 3 Important

Status Active

Total Project Cost: \$684,000

### Description

Mill and overlay.

### Justification

This section of road has one of the lowest PCI's in the city.

| Expenditures | 2025 | 2026 | 2027           | 2028 | 2029 | Total          |
|--------------|------|------|----------------|------|------|----------------|
| Construction |      |      | 674,000        |      |      | 674,000        |
| Inspection   |      |      | 10,000         |      |      | 10,000         |
| <b>Total</b> |      |      | <b>684,000</b> |      |      | <b>684,000</b> |

| Funding Sources      | 2025 | 2026 | 2027           | 2028 | 2029 | Total          |
|----------------------|------|------|----------------|------|------|----------------|
| CARS                 |      |      | 342,000        |      |      | 342,000        |
| Special Highway Fund |      |      | 342,000        |      |      | 342,000        |
| <b>Total</b>         |      |      | <b>684,000</b> |      |      | <b>684,000</b> |

### Budget Impact/Other

None/minimal.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

|              |                           |
|--------------|---------------------------|
| Project #    | PW6017                    |
| Project Name | Gardner Rd, 188th to BNSF |

Type Maintenance

Useful Life 30 years

Category Street Maintenance

Priority 3 Important

Status Active

Cash or Debt: Debt

Total Project Cost: \$2,280,000

### Description

Mill and overlay the existing asphalt pavement.

### Justification

This section of roadway has a PCI in the low 60's and will need a mill and overlay to extend the life of the pavement and delay total reconstruction.

| Expenditures | 2025 | 2026 | 2027 | 2028             | 2029 | Total            |
|--------------|------|------|------|------------------|------|------------------|
| Construction |      |      |      | 2,260,000        |      | 2,260,000        |
| Inspection   |      |      |      | 20,000           |      | 20,000           |
| <b>Total</b> |      |      |      | <b>2,280,000</b> |      | <b>2,280,000</b> |

| Funding Sources      | 2025 | 2026 | 2027 | 2028             | 2029 | Total            |
|----------------------|------|------|------|------------------|------|------------------|
| CARS                 |      |      |      | 1,140,000        |      | 1,140,000        |
| Special Highway Fund |      |      |      | 1,140,000        |      | 1,140,000        |
| <b>Total</b>         |      |      |      | <b>2,280,000</b> |      | <b>2,280,000</b> |

### Budget Impact/Other

The Special Highway Fund will transfer funds over to the Bond and Interest Fund on an annual basis to cover the debt service payments. Funding for future principal and interest payments will be come from the Bond and Interest Fund.

# Capital Improvement Program

2025 *thru* 2029

Department Public Works

## City of Gardner, Kansas

Contact City Engineer

Project # PW6018  
 Project Name Cherokee Rehab, West City Limits to Center St

Type Maintenance

Useful Life 15 years

Category Street and Concrete Rehabilitat

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$840,000

### Description

Cherokee (183rd) west of Gardner Road is a three-lane roadway with curb and gutter. The roadway periodically requires mill and overlay of the asphalt surface. Previously PW2402.

### Justification

The existing road needs major maintenance to extend the life of the pavement and prevent much more extensive reconstruction in the future.

| Expenditures | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|----------------|------|------|------|------|----------------|
| Construction | 824,000        |      |      |      |      | 824,000        |
| Inspection   | 16,000         |      |      |      |      | 16,000         |
| <b>Total</b> | <b>840,000</b> |      |      |      |      | <b>840,000</b> |

| Funding Sources      | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|----------------------|----------------|------|------|------|------|----------------|
| CARS                 | 420,000        |      |      |      |      | 420,000        |
| Special Highway Fund | 420,000        |      |      |      |      | 420,000        |
| <b>Total</b>         | <b>840,000</b> |      |      |      |      | <b>840,000</b> |

### Budget Impact/Other

None/Minimal.

Capital Improvement Program

2025 thru 2029

Department Public Works

City of Gardner, Kansas

Contact City Engineer

Project # PW6019  
 Project Name I-35 and US-56 Interchange Improvements

Type Improvement

Useful Life 15 years

Category Street Construction

Priority 2 Very Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$1,345,000

Description

Addition of traffic signals at the ramp intersections and a right turn lane for northbound traffic and extension of the left turn lane for westbound traffic. Previously PW2304.

Justification

Traffic studies performed for recent developments indicate that a signal is currently warranted for the southbound ramp intersection.

| Expenditures     | 2025           | 2026             | 2027 | 2028 | 2029 | Total            |
|------------------|----------------|------------------|------|------|------|------------------|
| Land Acquisition | 50,000         |                  |      |      |      | 50,000           |
| Engineering      | 132,000        |                  |      |      |      | 132,000          |
| Construction     |                | 1,053,000        |      |      |      | 1,053,000        |
| Inspection       |                | 110,000          |      |      |      | 110,000          |
| <b>Total</b>     | <b>182,000</b> | <b>1,163,000</b> |      |      |      | <b>1,345,000</b> |

| Funding Sources      | 2025           | 2026             | 2027 | 2028 | 2029 | Total            |
|----------------------|----------------|------------------|------|------|------|------------------|
| KDOT                 | 163,800        | 956,700          |      |      |      | 1,120,500        |
| Special Highway Fund | 18,200         | 206,300          |      |      |      | 224,500          |
| <b>Total</b>         | <b>182,000</b> | <b>1,163,000</b> |      |      |      | <b>1,345,000</b> |

Budget Impact/Other

None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 40 years  
 Category Electric Distribution  
 Priority 1 Critical  
 Status Active

## City of Gardner, Kansas

Project # EL4003  
 Project Name S. Clare Rd. to 191sr St. Overhead Power Line

Cash or Debt: Cash

### Description

Install 2.5 miles of 3-phase overhead electric line from future Substation 4 that is located on S. Clare Rd. to 191st St.

### Justification

To serve electric customers in this area and Cedar Nile Lift Station.

| Expenditures | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|----------------|------|------|------|------|----------------|
| Materials    | 400,000        |      |      |      |      | 400,000        |
| <b>Total</b> | <b>400,000</b> |      |      |      |      | <b>400,000</b> |

| Funding Sources | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|-----------------|----------------|------|------|------|------|----------------|
| Electric Fund   | 400,000        |      |      |      |      | 400,000        |
| <b>Total</b>    | <b>400,000</b> |      |      |      |      | <b>400,000</b> |

### Budget Impact/Other

None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 30 years  
 Category Electric Generation  
 Priority 2 Very Important  
 Status Active

Project # EL4004  
 Project Name Substation #1 T2 Upgrade

Cash or Debt: Debt

**Description**  
 Replace transformer #2 at Substation #1 with a 30MVA transformer.

**Justification**  
 The 2017 Revised Electric Master Plan anticipated load growth for 2025 build-out calls for an upgrade to transformer T-2 to 30 MVA capacity.

| Prior        | Expenditures | 2025             | 2026 | 2027 | 2028 | 2029 | Total            |
|--------------|--------------|------------------|------|------|------|------|------------------|
| 450,000      | Materials    | 3,075,000        |      |      |      |      | 3,075,000        |
|              | Installation | 1,420,000        |      |      |      |      | 1,420,000        |
| <b>Total</b> | <b>Total</b> | <b>4,495,000</b> |      |      |      |      | <b>4,495,000</b> |

| Prior        | Funding Sources | 2025             | 2026 | 2027 | 2028 | 2029 | Total            |
|--------------|-----------------|------------------|------|------|------|------|------------------|
| 450,000      | Electric Fund   | 4,495,000        |      |      |      |      | 4,495,000        |
| <b>Total</b> | <b>Total</b>    | <b>4,495,000</b> |      |      |      |      | <b>4,495,000</b> |

**Budget Impact/Other**  
 Future principal and interest payments will come from the Electric Fund.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 40 years  
 Category Electric Generation  
 Priority 1 Critical  
 Status Active

Project # EL4005  
 Project Name Claire Road Substation 4

Cash or Debt: Debt

Total Project Cost: \$15,700,000

**Description**  
 Construction of new substation on Clare Rd. south of I-35.

**Justification**  
 Future growth south of I-35.

| Prior        | Expenditures | 2025              | 2026 | 2027 | 2028 | 2029 | Total             |
|--------------|--------------|-------------------|------|------|------|------|-------------------|
| 800,000      | Construction | 14,900,000        |      |      |      |      | 14,900,000        |
| <b>Total</b> | <b>Total</b> | <b>14,900,000</b> |      |      |      |      | <b>14,900,000</b> |

| Prior        | Funding Sources | 2025              | 2026 | 2027 | 2028 | 2029 | Total             |
|--------------|-----------------|-------------------|------|------|------|------|-------------------|
| 800,000      | Electric Fund   | 14,900,000        |      |      |      |      | 14,900,000        |
| <b>Total</b> | <b>Total</b>    | <b>14,900,000</b> |      |      |      |      | <b>14,900,000</b> |

**Budget Impact/Other**  
 Future principal and interest payments will come from the Electric Fund.

# Capital Improvement Program

2025 *thru* 2029

Department Utilities

City of Gardner, Kansas

Contact Utility Director

|              |                       |
|--------------|-----------------------|
| Project #    | EL4006                |
| Project Name | Resurface Parking Lot |

Type Maintenance

Useful Life 15 years

Category Electric Administration

Priority 2 Very Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$80,000

## Description

Mill and overlay parking lot at Utilities Administration Building.

## Justification

The surface has deteriorated over the past several years (cracks, potholes, etc.) and needs resurfacing. Street Maintenance have performed minor repairs through the years but due to heavy traffic a permanent fix is needed.

Will be done once the new building is built.

| Expenditures             | 2025          | 2026 | 2027 | 2028 | 2029 | Total         |
|--------------------------|---------------|------|------|------|------|---------------|
| Construction/Maintenance | 80,000        |      |      |      |      | 80,000        |
| <b>Total</b>             | <b>80,000</b> |      |      |      |      | <b>80,000</b> |

| Funding Sources | 2025          | 2026 | 2027 | 2028 | 2029 | Total         |
|-----------------|---------------|------|------|------|------|---------------|
| Electric Fund   | 80,000        |      |      |      |      | 80,000        |
| <b>Total</b>    | <b>80,000</b> |      |      |      |      | <b>80,000</b> |

## Budget Impact/Other

None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 20 years  
 Category Electric Generation  
 Priority 2 Very Important  
 Status Active

|              |                             |
|--------------|-----------------------------|
| Project #    | EL4010                      |
| Project Name | Unit 1 & 2 Lube Oil Coolers |

Cash or Debt: Cash

Total Project Cost: \$312,000

|  |
|--|
| <b>Description</b>   |
| Replace existing lube oil coolers on both gas turbines with fin-fan cooler type. |

|  |
|--|
| <b>Justification</b>   |
| Units cannot run continuously during summer months due to inadequate cooling causing units to trip on high lube oil temperature. Identified in the 2024 Master Plan. |

| Expenditures | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|----------------|------|------|------|------|----------------|
| Installation | 312,000        |      |      |      |      | 312,000        |
| <b>Total</b> | <b>312,000</b> |      |      |      |      | <b>312,000</b> |

| Funding Sources | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|-----------------|----------------|------|------|------|------|----------------|
| Electric Fund   | 312,000        |      |      |      |      | 312,000        |
| <b>Total</b>    | <b>312,000</b> |      |      |      |      | <b>312,000</b> |

|                            |
|----------------------------|
| <b>Budget Impact/Other</b> |
| None/Minimal.              |

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 15 years  
 Category Electric Generation  
 Priority 2 Very Important  
 Status Active

Project # EL4011  
 Project Name Unit 2 Upgrade

Cash or Debt: Debt

Total Project Cost: \$2,496,000

**Description**  
 Upgrade Unit 2 Gas Turbine to R model.

**Justification**  
 Unit can only generate 14 MW, by upgrading the turbine to R model, the unit will be able to generate 19 MW. Identified in the 2024 Master Plan.  
 The alternative is to buy paper capacity at \$10.50/kw-month equal to \$630,000 a year.

| Expenditures | 2025             | 2026 | 2027 | 2028 | 2029 | Total            |
|--------------|------------------|------|------|------|------|------------------|
| Installation | 2,496,000        |      |      |      |      | 2,496,000        |
| <b>Total</b> | <b>2,496,000</b> |      |      |      |      | <b>2,496,000</b> |

| Funding Sources | 2025             | 2026 | 2027 | 2028 | 2029 | Total            |
|-----------------|------------------|------|------|------|------|------------------|
| Electric Fund   | 2,496,000        |      |      |      |      | 2,496,000        |
| <b>Total</b>    | <b>2,496,000</b> |      |      |      |      | <b>2,496,000</b> |

**Budget Impact/Other**  
 Future principal and interest payments will come from the Electric Fund.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 15 years  
 Category Electric Generation  
 Priority 2 Very Important  
 Status Active

Project # EL4012  
 Project Name Unit 1 Upgrade

Cash or Debt: Debt

Total Project Cost: \$2,700,000

**Description**  
 Upgrade Unit 1 Gas Turbine to R model

**Justification**  
 Unit can only generate 14 MW, by upgrading the turbine to R model, the unit will be able to generate 19 MW. Identified in the 2024 Master Plan.  
 The alternative is to buy paper capacity at \$10.50/kw-month equal to \$630,000 a year.

| Expenditures | 2025 | 2026 | 2027             | 2028 | 2029 | Total            |
|--------------|------|------|------------------|------|------|------------------|
| Installation |      |      | 2,700,000        |      |      | 2,700,000        |
| <b>Total</b> |      |      | <b>2,700,000</b> |      |      | <b>2,700,000</b> |

| Funding Sources | 2025 | 2026 | 2027             | 2028 | 2029 | Total            |
|-----------------|------|------|------------------|------|------|------------------|
| Electric Fund   |      |      | 2,700,000        |      |      | 2,700,000        |
| <b>Total</b>    |      |      | <b>2,700,000</b> |      |      | <b>2,700,000</b> |

**Budget Impact/Other**  
 Future principal and interest payments will come from the Electric Fund.

# Capital Improvement Program

2025 *thru* 2029

Department Utilities

## City of Gardner, Kansas

Contact Utility Director

|              |                                    |
|--------------|------------------------------------|
| Project #    | EL4015                             |
| Project Name | New Distribution Feeder Circuit 23 |

Type Improvement

Useful Life 20 years

Category Electric Distribution

Priority 1 Critical

Status Active

Cash or Debt: Cash

Total Project Cost: \$998,000

### Description

Install a new distribution feeder circuit 23 to serve the northeast of town.

### Justification

Due to the newly annexed tracts in the northeast area of the city, an additional distribution feeder is needed to supply reliable power. Identified in the 2024 Master Plan.

| Expenditures | 2025 | 2026 | 2027           | 2028 | 2029 | Total          |
|--------------|------|------|----------------|------|------|----------------|
| Installation |      |      | 998,000        |      |      | 998,000        |
| <b>Total</b> |      |      | <b>998,000</b> |      |      | <b>998,000</b> |

| Funding Sources | 2025 | 2026 | 2027           | 2028 | 2029 | Total          |
|-----------------|------|------|----------------|------|------|----------------|
| Electric Fund   |      |      | 998,000        |      |      | 998,000        |
| <b>Total</b>    |      |      | <b>998,000</b> |      |      | <b>998,000</b> |

### Budget Impact/Other

None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 30 years  
 Category Electric Distribution  
 Priority 4 Less Important  
 Status Active

Project # EL4017  
 Project Name Conversion Circuit 34

Cash or Debt: Cash

Total Project Cost: \$887,000

**Description**  
 Convert Circuit 34 from overhead to underground.

**Justification**  
 To increase service reliability and replace old equipment. Identified in the 2024 Master Plan.

| Expenditures | 2025 | 2026 | 2027 | 2028           | 2029 | Total          |
|--------------|------|------|------|----------------|------|----------------|
| Installation |      |      |      | 887,000        |      | 887,000        |
| <b>Total</b> |      |      |      | <b>887,000</b> |      | <b>887,000</b> |

| Funding Sources | 2025 | 2026 | 2027 | 2028           | 2029 | Total          |
|-----------------|------|------|------|----------------|------|----------------|
| Electric Fund   |      |      |      | 887,000        |      | 887,000        |
| <b>Total</b>    |      |      |      | <b>887,000</b> |      | <b>887,000</b> |

**Budget Impact/Other**  
 None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Land Acquisition  
 Useful Life Unlimited  
 Category Electric Generation  
 Priority 5 Future Consideration  
 Status Active

Project # EL4019  
 Project Name New Substation 5 - Land Acquisition

Cash or Debt: Cash

Total Project Cost: \$682,000

**Description**  
 Substation 5 is to be located North of W 199th Street (city limit) along Moonlight Rd.

**Justification**  
 A fourth substation will be needed to serve growth east of I-35 and should be purchased prior to development to preserve a location for this substation. Includes design of new substation. Identified in the 2024 Master Plan.

| Expenditures    | 2025 | 2026 | 2027 | 2028 | 2029           | Total          | Future       |
|-----------------|------|------|------|------|----------------|----------------|--------------|
| Planning/Design |      |      |      |      | 100,000        | 100,000        | 582,000      |
| <b>Total</b>    |      |      |      |      | <b>100,000</b> | <b>100,000</b> | <b>Total</b> |

| Funding Sources | 2025 | 2026 | 2027 | 2028 | 2029           | Total          | Future       |
|-----------------|------|------|------|------|----------------|----------------|--------------|
| Electric Fund   |      |      |      |      | 100,000        | 100,000        | 582,000      |
| <b>Total</b>    |      |      |      |      | <b>100,000</b> | <b>100,000</b> | <b>Total</b> |

**Budget Impact/Other**  
 None/Minimal.

# Capital Improvement Program

2025 *thru* 2029

Department Utilities  
 Contact Utilities Manager  
 Type Improvement  
 Useful Life 40 years  
 Category Water  
 Priority 1 Critical  
 Status Active

## City of Gardner, Kansas

Project # WA7003  
 Project Name New Water Transmission Line

Cash or Debt: Debt

Total Project Cost: \$8,250,000

### Description

Construct a 20-inch Water Transmission Line from Hillsdale Plant along Moonlight Road.

### Justification

WTP can produce up to 7 MGD but existing water transmission line is limited to 4 MGD. Provide redundancy if primary transmission goes out of service.

| Expenditures | 2025             | 2026             | 2027 | 2028 | 2029 | Total            |
|--------------|------------------|------------------|------|------|------|------------------|
| Construction | 4,250,000        | 4,000,000        |      |      |      | 8,250,000        |
| <b>Total</b> | <b>4,250,000</b> | <b>4,000,000</b> |      |      |      | <b>8,250,000</b> |

| Funding Sources | 2025             | 2026             | 2027 | 2028 | 2029 | Total            |
|-----------------|------------------|------------------|------|------|------|------------------|
| Water Fund      | 4,250,000        | 4,000,000        |      |      |      | 8,250,000        |
| <b>Total</b>    | <b>4,250,000</b> | <b>4,000,000</b> |      |      |      | <b>8,250,000</b> |

### Budget Impact/Other

Future principal and interest payments will come from the Water Fund.

# Capital Improvement Program

2025 *thru* 2029

Department Utilities

City of Gardner, Kansas

Contact Utility Director

|              |                                      |
|--------------|--------------------------------------|
| Project #    | WW8000                               |
| Project Name | Nike L.S. and Forcemain Improvements |

Type Improvement

Useful Life 20 years

Category Wastewater

Priority 3 Important

Status Active

Cash or Debt: Cash

Total Project Cost: \$650,000

## Description

Construct new lift station and forcemain at Nike LS.

## Justification

To serve proposed growth area between S Gardner Road, S Moonlight, 191st Street and W 199th Street as recommended by 2017 Master Plan.

| Prior        | Expenditures | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|--------------|----------------|------|------|------|------|----------------|
| 150,000      | Construction | 500,000        |      |      |      |      | 500,000        |
| <b>Total</b> | <b>Total</b> | <b>500,000</b> |      |      |      |      | <b>500,000</b> |

| Prior        | Funding Sources | 2025           | 2026 | 2027 | 2028 | 2029 | Total          |
|--------------|-----------------|----------------|------|------|------|------|----------------|
| 150,000      | Wastewater Fund | 500,000        |      |      |      |      | 500,000        |
| <b>Total</b> | <b>Total</b>    | <b>500,000</b> |      |      |      |      | <b>500,000</b> |

## Budget Impact/Other

None/Minimal.

Capital Improvement Program

2025 thru 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 20 years  
 Category Wastewater  
 Priority 5 Future Consideration  
 Status Active

Project # WW8001  
 Project Name WWTP Advanced Nutrient Removal

Cash or Debt: Debt

Total Project Cost: \$5,850,000

**Description**  
 Install Advanced Nutrient Removal System at WWTP.

**Justification**  
 Installation of an anaerobic selector basin to achieve the nutrient removal required by future operating permits.

| Expenditures | 2025           | 2026             | 2027 | 2028 | 2029 | Total            |
|--------------|----------------|------------------|------|------|------|------------------|
| Engineering  | 450,000        |                  |      |      |      | 450,000          |
| Construction |                | 5,400,000        |      |      |      | 5,400,000        |
| <b>Total</b> | <b>450,000</b> | <b>5,400,000</b> |      |      |      | <b>5,850,000</b> |

| Funding Sources | 2025           | 2026             | 2027 | 2028 | 2029 | Total            |
|-----------------|----------------|------------------|------|------|------|------------------|
| Wastewater Fund | 450,000        | 5,400,000        |      |      |      | 5,850,000        |
| <b>Total</b>    | <b>450,000</b> | <b>5,400,000</b> |      |      |      | <b>5,850,000</b> |

**Budget Impact/Other**  
 Future principal and interest payments will come from the Wastewater Fund.

# Capital Improvement Program

2025 *thru* 2029

## City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 40 years  
 Category Wastewater  
 Priority 2 Very Important  
 Status Active

Project # WW8013  
 Project Name Cedar Niles Lift Station and Force Main

Cash or Debt: Cash

Total Project Cost: \$8,607,600

### Description

This project is for the design and construction of a wastewater lift station and supporting infrastructure for Gardner’s southeast development, a geographically large section of the community which is projected to experience considerable near term residential and commercial growth. In order to service this area, a new wastewater conveyance system is required. This project includes a lift station (a pumping station that moves wastewater from a lower elevation to a higher elevation) at Cedar Niles Road and 191th Street, as well as a force main (a pressurized sewer pipe that conveys wastewater) to connect the new lift station to the existing sanitary sewer infrastructure at the South Lift Station. It will also add an East, West and South Interceptors (major sewer lines that receives wastewater flows from collector sewers), all of which will connect to the proposed Cedar Niles Lift Station.

### Justification

This project is for the design and construction of a wastewater lift station to move wastewater from a lower elevation to a higher elevation) at Cedar Niles Road and 191th Street, as well as a force main (a pressurized sewer pipe that conveys wastewater) to connect the new lift station to the existing sanitary sewer infrastructure at the South Lift Station.

| Prior        | Expenditures | 2025             | 2026 | 2027 | 2028 | 2029 | Total            |
|--------------|--------------|------------------|------|------|------|------|------------------|
| 4,607,600    | Construction | 4,000,000        |      |      |      |      | 4,000,000        |
| <b>Total</b> | <b>Total</b> | <b>4,000,000</b> |      |      |      |      | <b>4,000,000</b> |

| Prior        | Funding Sources | 2025             | 2026 | 2027 | 2028 | 2029 | Total            |
|--------------|-----------------|------------------|------|------|------|------|------------------|
| 3,807,600    | Grants          | 4,800,000        |      |      |      |      | 4,800,000        |
| <b>Total</b> | <b>Total</b>    | <b>4,800,000</b> |      |      |      |      | <b>4,800,000</b> |

### Budget Impact/Other

TBD.

# Capital Improvement Program

2025 *thru* 2029

City of Gardner, Kansas

Department Utilities  
 Contact Utility Director  
 Type Improvement  
 Useful Life 40 years  
 Category Wastewater  
 Priority 3 Important  
 Status Active

Project # WW8019  
 Project Name Kill Creek Interceptor Improvements

Cash or Debt: Debt

Total Project Cost: \$4,300,000

**Description**  
 This project will provide repairs to the existing sanitary sewer interceptor from 167th to the KCWRRF intake Lift Station. This would include repair of existing line and manholes along with design and construction of a parallel interceptor to accommodate the increased flows produced by development throughout the City.

**Justification**  
 Increased flows from infill and development are projected to reach the existing interceptors flow capacity.

| Expenditures | 2025           | 2026             | 2027 | 2028 | 2029 | Total            |
|--------------|----------------|------------------|------|------|------|------------------|
| Engineering  | 600,000        |                  |      |      |      | 600,000          |
| Construction |                | 3,700,000        |      |      |      | 3,700,000        |
| <b>Total</b> | <b>600,000</b> | <b>3,700,000</b> |      |      |      | <b>4,300,000</b> |

| Funding Sources | 2025           | 2026             | 2027 | 2028 | 2029 | Total            |
|-----------------|----------------|------------------|------|------|------|------------------|
| Wastewater Fund | 600,000        | 3,700,000        |      |      |      | 4,300,000        |
| <b>Total</b>    | <b>600,000</b> | <b>3,700,000</b> |      |      |      | <b>4,300,000</b> |

**Budget Impact/Other**  
 Future principal and interest payments will come from the Wastewater Fund.

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

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April 1, 2024

The City Council of the City of Gardner, Kansas met in regular session on March 18, 2024, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve Shute and Steve McNeer. City staff present were City Administrator Jim Pruetting; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

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

## **PLEDGE OF ALLEGIANCE**

Mayor Winters led those present in the Pledge of Allegiance.

## **PRESENTATIONS**

### **1. Proclaim April as Autism Acceptance Month in the City of Gardner**

Mayor Winters read into the record a proclamation that April be known as Autism Acceptance Month in the City of Gardner. Several members of Gardner Gold were present to accept the proclamation.

### **2. Proclaim April as Fair Housing Month in the City of Gardner**

Mayor Winters read into the record a proclamation that April be known as Fair Housing Month in the City of Gardner.

## **PUBLIC HEARING**

### **1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a special event.**

Councilmember Baldwin made a motion to open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a special event.

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Shute Seconded.

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

## **PUBLIC COMMENTS**

## **CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on March 18, 2024.**
- 2. Standing approval of City expenditures prepared March 14, 2024 in the amount of \$247,896.00; March 19, 2024 in the amount of \$85,975.00; March 21, 2024 in the amount of \$484,982.48; and March 22, 2024 in the amount of \$61,556.91.**
- 3. Consider authorizing the City Administrator to execute an agreement with Tyler Technologies, Inc. for municipal court credit card processing services for online and point of sale credit card transactions.**

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY**

**CITY OF GARDNER, KANSAS**

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Councilmember Shute made a motion to approve the Consent Agenda.

Councilmember McNeer Seconded.

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

**PLANNING & ZONING CONSENT AGENDA**

None

**COMMITTEE RECOMMENDATIONS**

None

**OLD BUSINESS**

- 1. Consider adopting an ordinance approving a rezoning County RUR (Rural) District to A (Agriculture) District; for potential animal care facility located on the north side of 199th Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).**

Community Development Director David Knopick provides a quick overview since items one and two are tied together. These items were before the council on March 4<sup>th</sup>, and it was determined to continue the items for potential revisions regarding screening issues and how waste will be handled. Since that time, the applicant has provided revised materials that have been provided in the packet.

Applicant Jason Carman, 29852 W. 199<sup>th</sup> St, said he is seeking approval to construct a pet lodging facility on his property. He said Gardner needs this type of project in the city as we are lacking this type of service. He feels he has provided thoughtful plans to provide minimal disruption to neighboring properties and still provide a nurturing environment for pets. The proposed site location was identified due to providing convenience for our residents, while not being intrusive or a nuisance concern to the neighboring structures. The building is proposed to be at the back of a 10-acre lot. The selected area is currently surrounded by a dense tree lot to the south, west and north sides. Landscaping and trees will be planted on the east side of the proposed area. The tree lines will not only minimize visibility to the facility but will also dampen any acoustical noise from the outdoor play areas. The building is proposed to be a 40 by 80 modern steel type building which is very common in this area. Dogs will be allowed to play in outdoor areas and will be rotated in small groups. It is expected there would be five to ten dogs outside at a time. With the tree lines and the proposed location, neither noise nor visual is expected to be a nuisance to the neighbors at the residences and all dogs will be boarded indoors at night.

Other locations have been considered for building this facility. The price of land needed to support this and the ability to charge a reasonable rate to clients, makes the business case fall apart. Unless we were able to find a large piece of land, the linear distance from the site would be closer to residences. He provided pictures of the property to show what it may look like. Sound has been an important piece of this entire process, so additional decibel levels were provided including what the loudest group of dogs ever recorded would sound like at the neighboring addresses. Additional testing was done using a speaker playing dog barking sounds at 110 decibels and what the decibel level would be at several measured distances. A complete water study and filtration proposal has been completed and submitted. A berm and sand filter has been proposed for waste runoff to assure the stream area and waterway is kept clean. An enclosed septic containment system at the facility to include solid waste from both indoors and outdoors would be picked up by a professional service.

Frank Bannister, 19815 S. Gardner Rd., discussed a list of neighbors for and against this proposal. A personal survey was done by knocking on doors, phone calls and included what is already a matter of public record as to who supports and who doesn't. The applicant's PowerPoint shows eight neighboring houses regarding the proposal, four are for, two are against and two are neutral. A total of 16 houses were surveyed, all of these would be considered neighbors. The majority would be able to see the structure from their backyard or while passing by

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY**

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on Gardner Road. Three are in support and thirteen are against the proposal. I have provided a list of those families as well as a map. I'm sharing a letter from the developer of Tuscan Farms. The initial plan was multi-family housing in the southeastern area. As a result of meeting and coordinating with the southern neighbors, which included the subject property, an agreement was reached for a band of single-family homes along the entire southern border of Tuscan Farm. The border was to act as a buffer between the county estate residences and the multi-family area of Tuscan Farms. The developer does not believe it would be in the best interest of the single-family homes along the southern border to be subject to any potential noise from a pet lodge. Frank thinks this is a great idea in the wrong place. He is opposed to commercial operations in this subdivision. This building is going to be huge, will block views and does not feel this is a good fit.

Rod Freund, 29750 W 199<sup>th</sup> St., provided paperwork that shows discrepancies in the distances in the study by the applicant. A lot of them aren't huge but make a difference. This also causes me to question the acoustical study. The google earth photos show the trees while they are in full foliage, but that would only be accurate six months out of the year.

Mary Freund, 19980 S Gardner Rd., provided documents that show a slide from the presentation. The Gardner Veterinarian Clinic is on Santa Fe, east of Moonlight. It is a zone C-3 business, which is commercial. The adjoining properties are zoned C-2, business, as well as trailer courts zoned multi-family. There is a big train track to the north which trains travel through extremely often with at least 100 cars. This is not a comparison of our single-family neighborhood with open space, quiet and privacy. It also states there are trees surrounding the property, but the east side is wide open. I think it is ideal that a dog kennel should be commercial and not in a subdivision. Item 7 in the Conditional Use Permit is the intensity of use as proposed or foreseeable. Having a 40 by 80 dog kennel with a capacity of 40 dogs does not fit into a subdivision of estate family homes. There is a floodplain that runs through here which concerns me because it is in the Hillsdale Watershed. The creek on the north side of the building runs right down to Hillsdale Lake. The Watershed is where the city and Rural Water 7 get their water. They have decreased the number of dog runs from 22 to 5, but that doesn't seem fair or workable if there are going to be 20-40 dogs.

Mike Hale, 31058 W. 199<sup>th</sup> St., said if this is going to affect my property value in any way, then I would not be in favor of it.

Ron Freund, 19980 S. Gardner Rd., said looking at the provided map, I don't see the trees included being a buffer zone. A buffer zone would be a six-foot berm with four-foot shrubs on it. That is something that should be put in at the start. They are going to be evergreen trees and would take some time to get big enough to make a difference.

City Attorney Denk said he is aware some of the members of the governing body may have had communications with proponents or opponents outside of the meetings. It is appropriate for disclosure of those contacts. Shute said he has communications with the opponent; Deaton said she visited the property of the opponent; Winters visited the property of the opponent; Baldwin visited the property of the opponent; Wiehn visited the property of the opponent; and McNeer visited the property of the opponent and had a phone conversation with the applicant.

Baldwin said this is not a simple yay or nay decision. It is a conditional use permit so there are special considerations. Whether you have a berm or trees, the reason is to mitigate possibly noise and sight. We discussed hours of restriction for light pollution. There may not be much of a noise issue, especially if you move the kennels to the north and west side of the structure, which have to be screened per our code. It is a piano key lot, and that is the biggest factor in looking at this, particularly with this size building. 40 by 80 is huge and doesn't meet our code. However, this is a special use permit. You can't have more than one accessory building on a lot, and there is already one there in the back. So, this is taking into consideration whether or not we will allow another one. I'm not concerned about this one, but does everyone else put one up along 199<sup>th</sup> St. That building can't exceed 30% of the building coverage of the rear yard including the size of the other building. And you can't exceed 250 square feet per 3000 square feet of the lot area up to a maximum of up to 1200 square feet. We are talking about a 3200 square foot building. Also, you have to be 100 feet from residential use for a kennel. The

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east set back would be difficult with that size building. Is the applicant set on a 40x80 building or open to the idea of a smaller building?

Applicant Carman says the models are built off of a 40x80 with the capacity that I could reasonably have. If it was a requirement to have a smaller building, I would have to run numbers to see if I would be able to shrink the building and then make a determination of whether or not to move forward. Baldwin says we can impose lots of restrictions and look at it at either angle and say they can make it work or look at it and say it doesn't fit. Oakbrook is across the street from single family. It would not be out of the place to do this, but there is still a question about the size of the building because none of those buildings are 3200 square feet.

Shute spent an hour visiting the property and found the property is low lying and almost everything else is higher. Sound typically travels upward and outward. I don't think evergreen foliage will be sufficient screening to prevent sound from coming to the southeast. An acoustic wall would be a better option of up to 10 feet tall. I don't think any other screening would work. Concerns about staffing considerations. Max capacity of 40 dogs and you would need a 10 to 1 ratio. Jason said employment would take place based on the demand. As we scale and get up to full capacity, we would need to hire additional staff. Initially, it would be family operated. Jason was asked if he would be open to an acoustic wall. He said he would have to look into it, but the evergreens were not meant for acoustics. There is already acoustic paneling and sound proofing in the building plan. Shute says there is an L shaped parcel to the north and there would be a concern if the other property owner wanted to build at the edge of their property, it would not be an option due to the sound aspect. Jason said he could have the reverse concern about what is being built that could affect his property value.

Baldwin asks Shute what his concern about noise is. Shute says due to the lay of the land, he doesn't feel those decibels are going to be applicable. Baldwin wants to know if this would be worse than a pack of coyotes and other ambient noises. Baldwin feels putting up a wall would be a burden. Baldwin said there are trees. Shute says that is more for screening. Shute is mostly concerned about the noise level.

Wiehn said both parties have done a good job trying to address the concerns. His concern is the shape of the lot and proximity to the neighbors, as well as the commerciality of this project. Deaton said her family members in rural Johnson County live next door to dog kennel. When asked how it affected them, they said they had forgotten it was even there. Deaton is concerned about the narrow lots that are piano key rather than a big square. Wiehn said he does believe the city needs this but doesn't think this is the right spot for this business. He has thought about what would be right for this property. Deaton is concerned with the size of the building and has hesitations.

Mayor said his thoughts were summarized by Mr. Bannister. It is a great idea; I just don't feel it is the right location.

Baldwin said he thinks the applicant could make this work. The concern is the size of the building, it's a second accessory building and a rural area where we encouraged everyone to come into the city to keep it rural. If we allow this building, we have set a precedence if everyone in that area wanted to build a big building. Baldwin was appreciative of all the plans that Jason came up with, he just doesn't feel like it is going to work in this location.

Knopick explained the motions that would be required. If you make a motion to adopt the recommendation of the Planning Commission, you would do so by creating the motion in the packet. If you are reaffirming the Planning Commission recommendation, it is a simple majority vote. If you are going to make a motion to override the Planning Commission, it would take a two-thirds vote. We did take significant time looking over the structures that are allowed. When talking about accessory structures that are allowed, there is a lot of variation in the various zoning districts. In the A (Agricultural) district, there is a lot more flexibility in the sizes. Even though this would be in an A district, this would not be for agricultural purposes.

Jason responds to Baldwin's concern about the size of the building. There are other very sizable buildings on adjacent properties. The Freund's have a large building at the front of their lot that may be about the similar size to what is being proposed. If this is all about the size, then I would ask you to say what size would be appropriate. Shute reminded that these items are tied together. Rezoning would be required.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY**

**CITY OF GARDNER, KANSAS**

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April 1, 2024

Councilmember Shute made a motion to adopt the recommendation of the Planning Commission and deny the rezoning of certain land located in the City of Gardner, Kansas.

Councilmember Wiehn Seconded.

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

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

**2. Consider adopting an ordinance approving a conditional use permit for an animal care facility located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP1900000 0004).**

Councilmember McNeer made a motion to adopt the recommendation of the Planning Commission and deny the request for a conditional use permit on certain land located in the City of Gardner, Kansas.

Councilmember Deaton Seconded.

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

**NEW BUSINESS**

**1. Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church, or library during an event at Crown Realty.**

City Clerk Rich said there is an event on April 6, 2024 in downtown Gardner from 5:00 pm to 9:00 pm in which White Tail Run Winery has asked to sell glasses of wine for consumption inside Crown Realty. They will also be selling unopened bottles for people to take home. Due to the location being within 200 feet of a school, church or library, they need the Council to approve a Waiver of the Distance Limitation and a Temporary Permit.

Chief Waldeck said the police department has no issue with this request.

Councilmember Deaton made a motion to approve a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of alcoholic liquor for consumption on premise within 200 feet of a school, church or library during a special event on April 6, 2024, at Crown Realty, 202 E. Main St.

Councilmember Shute Seconded.

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

**COUNCIL UPDATES**

Mayor Winters said he appreciated the police escort on Saturday for the gentleman running through town on his way from L.A. to New York. Chief Waldeck said the runner did a shout out on his Instagram and the officers enjoyed doing this.

Public Works Director Headlee mentioned they are seeking direction from the council on bridge aesthetics for the I-35 and Gardner Road bridge. KDOT provides a basic product when they design these, it is designed to get traffic over the interstate. Colors, signage, and fencing are on the cities to handle. Items noted in the packet are typical Johnson County and metro area bridge aesthetic add-ons. We need authority to be able to go back to the

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY**

**CITY OF GARDNER, KANSAS**

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April 1, 2024

KDOT designer to let them know if the city is willing to put in up to \$500,000 for aesthetics. Baldwin wants everyone to keep in mind we have discussed signage at both the east and west sides of town. Wiehn said as the trail system continues to expand south, having something that would allow safe crossing on the bridge is necessary. Headlee said street lighting and pedestrian lighting are definite needs.

Shute wants to thank Risk and Finance for their excellent work on the health insurance options, as well as CBIZ to come up with an innovative solution that is going to save the city money and provide options for employees at potentially lower cost. Finance Director Wolff said he will share with all staff involved in this process.

Mayor gives a shout out to the athletic teams doing well and dominating.

**EXECUTIVE SESSION**

**ADJOURNMENT**

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

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City Clerk

| VEND NO       | SEQ#    | VENDOR NAME                      | BNK | CHECK/DUE  | ACCOUNT            | ITEM                     | CHECK        | EFT, EPAY OR |
|---------------|---------|----------------------------------|-----|------------|--------------------|--------------------------|--------------|--------------|
| INVOICE       | VOUCHER | P.O.                             |     | DATE       | NO                 | DESCRIPTION              | AMOUNT       | HAND-ISSUED  |
| NO            | NO      | NO                               |     |            |                    |                          |              | AMOUNT       |
| 0004834       | 00      | ADVENTHEALTH CENTRA CARE         |     |            |                    |                          |              |              |
| 20240201      | 001217  |                                  | 00  | 03/28/2024 | 601-1230-412.31-15 | RANDOM DRUG TESTING      | 158.00       |              |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | 158.00       |              |
| 0004340       | 00      | ALL CITY MANAGEMENT SERVICES INC |     |            |                    |                          |              |              |
| 91998         | PI0138  | 008480                           | 00  | 03/14/2024 | 001-2110-421.31-15 | SCHOOL CROSSING GUARD    | EFT:         | 3,733.09     |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 3,733.09     |
| 0002636       | 00      | ALTEC CAPITAL SERVICES, LLC      |     |            |                    |                          |              |              |
| 01921479      | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.44-02 | LEASE FOR TRUCK #432     | EFT:         | 3,440.80     |
| 01921480      | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.44-02 | LEASE FOR TRUCK #403     | EFT:         | 3,459.41     |
| 01921477      | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.44-02 | LEASE FOR TRUCK #401     | EFT:         | 3,645.52     |
| 01921478      | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.44-02 | LEASE FOR TRUCK #402&405 | EFT:         | 5,821.88     |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 16,367.61    |
| 0004999       | 00      | AMERICAN FIDELITY ADMIN SERVICES |     |            |                    |                          |              |              |
| 68919         | 001217  |                                  | 00  | 03/28/2024 | 001-1140-411.31-15 | OUTSOURCED SERVICES      | EFT:         | 411.30       |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 411.30       |
| 0004828       | 00      | AMERICAN NATIONAL BANK           |     |            |                    |                          |              |              |
| 03292024      | 001270  |                                  | 00  | 03/29/2024 | 301-9100-491.70-01 | 2018 LEASE PAYMENT       | CHECK #: 127 | 62,000.00    |
| 03292024      | 001270  |                                  | 00  | 03/29/2024 | 301-9100-491.70-02 | 2018 LEASE PAYMENT       | CHECK #: 127 | 16,157.05    |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 78,157.05    |
| 0000566       | 00      | AMERICAN TOPSOIL, INC.           |     |            |                    |                          |              |              |
| 139620        | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.52-12 | 4 CY PULV                | EFT:         | 159.80       |
| 139663        | 001222  |                                  | 00  | 03/28/2024 | 501-4130-441.52-12 | 4 CY PULV                | EFT:         | 159.80       |
| 139590        | 001217  |                                  | 00  | 03/28/2024 | 521-4230-442.52-12 | 6 CY PULV                | EFT:         | 222.00       |
| 139632        | 001217  |                                  | 00  | 03/28/2024 | 521-4230-442.52-12 | 6 CY PULV                | EFT:         | 222.00       |
| 139662        | 001222  |                                  | 00  | 03/28/2024 | 521-4230-442.52-12 | 6 CY PULV                | EFT:         | 222.00       |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 985.60       |
| 0001986       | 00      | ANIXTER, INC.                    |     |            |                    |                          |              |              |
| 5855644-00    | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.52-31 | CABLE SUPPORT 3-HOLE     | EFT:         | 1,284.67     |
| 5907149-02    | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.52-31 | WEDGE TAP CONNECTOR      | EFT:         | 672.57       |
| 5981494-00    | 001217  |                                  | 00  | 03/28/2024 | 501-4130-441.52-31 | HOUSE SERVICE WIRE       | EFT:         | 4,510.37     |
| 5855644-01    | 001222  |                                  | 00  | 03/28/2024 | 501-4130-441.52-31 | 6" VENT CABLE SUPPORT    | EFT:         | 1,283.38     |
| 5969306-00    | 001222  |                                  | 00  | 03/28/2024 | 501-4130-441.52-25 | QUAZITE BOX & COVER      | EFT:         | 2,506.98     |
| 5993929-00    | 001222  |                                  | 00  | 03/28/2024 | 501-4130-441.52-31 | 4/0 SECONDARY CABLE      | EFT:         | 2,639.44     |
| 5959388-00    | 001217  |                                  | 00  | 03/28/2024 | 521-4230-442.52-31 | FIBERGLASS EQUIPMENT     | EFT:         | 2,303.68     |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 15,201.09    |
| 0000058       | 00      | ANSWER KANSAS CITY, LTD. INC.    |     |            |                    |                          |              |              |
| 7589-03162024 | 001218  |                                  | 00  | 03/28/2024 | 501-4110-441.40-03 | ANSWERING SERVICE FOR    | EFT:         | 274.56       |
| 7589-03162024 | 001218  |                                  | 00  | 03/28/2024 | 521-4230-442.31-15 | ANSWERING SERVICE FOR    | EFT:         | 94.57        |
| 7589-03162024 | 001218  |                                  | 00  | 03/28/2024 | 531-4330-443.31-15 | ANSWERING SERVICE FOR    | EFT:         | 94.57        |
|               |         |                                  |     |            |                    | VENDOR TOTAL *           | .00          | 463.70       |
| 0004860       | 00      | AT&T MOBILITY                    |     |            |                    |                          |              |              |
| 03082024      | 001216  |                                  | 00  | 03/28/2024 | 001-2110-421.40-03 | DEPT CELL PHONES         | 2,060.85     |              |

| VEND NO        | SEQ# | VENDOR NAME                         | INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO         | ITEM DESCRIPTION          | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|----------------|------|-------------------------------------|------------|------------|---------|-----|----------------|--------------------|---------------------------|--------------|---------------------------------|
| 0004860        | 00   | AT&T MOBILITY                       |            |            |         |     |                |                    |                           |              |                                 |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | 2,060.85     |                                 |
| 0003515        | 00   | AUGUSTINE EXTERMINATORS INC         |            |            |         |     |                |                    |                           |              |                                 |
| 2433535        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 54.38                           |
| 2433528        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 32.86                           |
| 2433528        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 32.85                           |
| 2433521        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 43.05                           |
| 2433520        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 43.05                           |
| 2433526        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 54.38                           |
| 2433524        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 54.38                           |
| 2433533        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 31.72                           |
| 2433532        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 28.33                           |
| 2433529        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 43.05                           |
| 2433530        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 64.58                           |
| 2433531        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 54.38                           |
| 2433525        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 105.60                          |
| 2433534        |      | 001220                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 31.72                           |
| 2433527        |      | 001221                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.31-15 | MONTHLY PEST CONTROL      | EFT:         | 31.72                           |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | .00          | 706.05                          |
| 0000822        | 00   | B & B SERVICES                      |            |            |         |     |                |                    |                           |              |                                 |
| 3482           |      | 001217                              |            |            |         | 00  | 03/28/2024     | 521-4220-442.43-02 | VALVE REPAIR              | EFT:         | 340.75                          |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | .00          | 340.75                          |
| 0005418        | 00   | BAKER TILLY MUNICIPAL ADVISORS, LLC |            |            |         |     |                |                    |                           |              |                                 |
| BTMA24803      |      | 001270                              |            |            |         | 00  | 03/28/2024     | 001-1130-411.31-15 | ECONOMIC DEVELOPMENT      | EFT:         | 3,156.25                        |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | .00          | 3,156.25                        |
| 0003626        | 00   | BOVITZ, JAMIE                       |            |            |         |     |                |                    |                           |              |                                 |
| METERMANS CONF |      | 001216                              |            |            |         | 00  | 03/28/2024     | 501-4130-441.46-01 | PER DIEM                  | 112.10       |                                 |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | 112.10       |                                 |
| 0002420        | 00   | BRENNTAG MID-SOUTH, INC             |            |            |         |     |                |                    |                           |              |                                 |
| BMS619470      |      | 001218                              |            |            |         | 00  | 03/28/2024     | 521-4220-442.52-13 | SODIUM HYDROXIDE          | EFT:         | 3,261.00                        |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | .00          | 3,261.00                        |
| 0005293        | 00   | BRIGHTSPEED                         |            |            |         |     |                |                    |                           |              |                                 |
| 313440714      | 0324 | 001219                              |            |            |         | 00  | 03/28/2024     | 551-4520-445.40-03 | AIRPORT PHONE             | EFT:         | 214.37                          |
| 320501840      | 0324 | 001216                              |            |            |         | 00  | 03/28/2024     | 602-1340-413.40-03 | MONTHLY BILLING           | EFT:         | 37.55                           |
| 499699484      | 0324 | 001216                              |            |            |         | 00  | 03/28/2024     | 602-1340-413.40-03 | MONTHLY BILLING           | EFT:         | 27.04                           |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | .00          | 278.96                          |
| 0001834        | 00   | C & C GROUP                         |            |            |         |     |                |                    |                           |              |                                 |
| 62009          |      | 001268                              |            |            |         | 00  | 03/28/2024     | 501-4120-441.31-15 | SECURITY ALARM MONITORING | EFT:         | 480.00                          |
| 63540          |      | 001217                              |            |            |         | 00  | 03/28/2024     | 603-3150-431.43-01 | GENERATOR REPAIR          | EFT:         | 1,077.50                        |
|                |      |                                     |            |            |         |     |                |                    | VENDOR TOTAL *            | .00          | 1,557.50                        |
| 0004379        | 00   | C&B EQUIPMENT MIDWEST               |            |            |         |     |                |                    |                           |              |                                 |
| 16712-00       |      | 001267                              |            |            |         | 00  | 03/28/2024     | 531-4320-443.43-02 | BOLT REPAIR ON            | EFT:         | 1,206.31                        |

| VEND NO<br>INVOICE<br>NO                       | SEQ#<br>VOUCHER<br>NO | VENDOR NAME<br>P.O.<br>NO                             | BNK | CHECK/DUE<br>DATE                      | ACCOUNT<br>NO  | ITEM<br>DESCRIPTION   | CHECK<br>AMOUNT      | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|--|-----------------------|---|-----|--|--|---|----------------------|---------------------------------------|
| 0004379  | 00                    | C&B EQUIPMENT MIDWEST                                 |     |  |  |   |                      |                                       |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 1,206.31                              |
| 0005448<br>43634                               | 00                    | CENTURY ROOFING<br>PI0141 008509                      | 00  | 03/21/2024                             | 551-4520-445.43-03   | AIRPORT ROOF REPAIRS  | EFT:                 | 12,500.00                             |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 12,500.00                             |
| 0001842<br>CINV-173                            | 00                    | CITY OF OLATHE<br>001218                              | 00  | 03/28/2024                             | 531-4320-443.31-15   | LAB FEES - FEBRUARY 2024  | EFT:                 | 665.00                                |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 665.00                                |
| 0001538<br>GCI0013372                          | 00                    | CODE PUBLISHING COMPANY<br>001222                     | 00  | 03/28/2024                             | 001-1150-411.31-15   | CODE PUBLISHING   | EFT:                 | 1,384.50                              |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 1,384.50                              |
| 0004817<br>3500337                             | 00                    | CONVERGEONE, INC<br>001222                            | 00  | 03/28/2024                             | 602-1340-413.47-05   | FEBRUARY MONTHLY BILLING  | EFT:                 | 2,905.80                              |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 2,905.80                              |
| 0005445<br>55739888                            | 00                    | CORPORATE HEALTH<br>001223                            | 00  | 03/28/2024                             | 601-1230-412.31-15   | DRUG SCREENS & PHYSICALS  | 759.00               |                                       |
|  |                       |   |     |  |  | VENDOR TOTAL *  | 759.00               |                                       |
| 0004805<br>PAY EST. NO 6                       | 00                    | CROSSLAND HEAVY CONTRACTORS INC<br>PI0131 008379      | 00  | 02/29/2024                             | 531-4340-443.62-10   | PHASE 1 CONST KILL CREEK  | EFT:                 | 90,900.00                             |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 90,900.00                             |
| 0005414<br>1615                                | 00                    | CUSTOM METAL AND FABRICATION<br>001268                | 00  | 03/28/2024                             | 501-4120-441.52-12   | STEEL SQUARE TUBING   | EFT:                 | 49.80                                 |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 49.80                                 |
| 0001557<br>214519<br>214520                    | 00                    | DATCO, INC<br>001216<br>001216                        | 00  | 03/28/2024<br>03/28/2024               | 001-2110-421.53-02<br>001-2120-421.53-02                       | EMBROIDERY ON SHIRTS<br>EMBROIDERY ON SHIRTS                                  | 25.00<br>27.00       |                                       |
|  |                       |   |     |  |  | VENDOR TOTAL *  | 52.00                |                                       |
| 0004959<br>51                                  | 00                    | DIGITAL ERTH CONSULTING LLC<br>PI0142 008527          | 00  | 03/01/2024                             | 531-4320-443.47-39   | SEWAGE SLUDGE REMOVAL   | EFT:                 | 5,193.00                              |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 5,193.00                              |
| 0002363<br>SMI-101235                          | 00                    | DOUBLE CHECK CO, INC<br>001222                        | 00  | 03/28/2024                             | 551-4520-445.43-02   | PUMP SERVICES   | EFT:                 | 1,771.01                              |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 1,771.01                              |
| 0001762<br>INV128666<br>INV128667<br>INV128668 | 00                    | DREXEL TECHNOLOGIES INC<br>001218<br>001218<br>001219 | 00  | 03/28/2024<br>03/28/2024<br>03/28/2024 | 501-4140-441.62-15<br>501-4140-441.62-15<br>501-4140-441.62-14 | SUB 1 TRANSFORMER 2 UPGRD<br>SUB 1 TRANSFORMER 2 UPGRD<br>SUB 4 TRANSFORMER 4 | EFT:<br>EFT:<br>EFT: | 40.25<br>40.25<br>40.25               |
|  |                       |   |     |  |  | VENDOR TOTAL *  | .00                  | 120.75                                |
| 0099999  | 00                    | DUPREE TESTING SERVICES, INC                          |     |  |  |   |                      |                                       |



| VEND NO        | SEQ#          | VENDOR NAME               | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK        | EFT, EPAY OR |
|----------------|---------------|---------------------------|-----|------------|--------------------|---------------------------|--------------|--------------|
| INVOICE        | VOUCHER       | P.O.                      |     | DATE       | NO                 | DESCRIPTION               | AMOUNT       | HAND-ISSUED  |
| NO             | NO            | NO                        |     |            |                    |                           |              | AMOUNT       |
| 0000013        | 00            | HACH COMPANY              |     |            |                    |                           |              |              |
| 13971747       | 001268        |                           | 00  | 03/28/2024 | 521-4220-442.52-12 | LAB REAGENTS              | EFT:         | 3,007.08     |
|                |               |                           |     |            |                    | VENDOR TOTAL *            | .00          | 3,007.08     |
| 0003739        | 00            | HAWKINS, INC.             |     |            |                    |                           |              |              |
| 6704850        | 001268        |                           | 00  | 03/28/2024 | 531-4320-443.52-13 | POLYMER                   | EFT:         | 3,123.00     |
|                |               |                           |     |            |                    | VENDOR TOTAL *            | .00          | 3,123.00     |
| 0000297        | 00            | HERITAGE-CRYSTAL CLEAN    |     |            |                    |                           |              |              |
| 18530229       | 001218        |                           | 00  | 03/28/2024 | 501-4130-441.44-02 | PARTS CLEANER             | EFT:         | 515.24       |
|                |               |                           |     |            |                    | VENDOR TOTAL *            | .00          | 515.24       |
| 0000463        | 00            | HOLIDAY CONTRACTING, INC. |     |            |                    |                           |              |              |
| 127 E WARREN   | 001217        |                           | 00  | 03/28/2024 | 521-4230-442.31-15 | CONCRETE-REPLACE SIDEWALK | EFT:         | 1,850.00     |
| 307 PEAR ST    | 001222        |                           | 00  | 03/28/2024 | 521-4230-442.31-15 | POUR CONCRETE SIDEWALK    | EFT:         | 1,850.00     |
| AIRPORT-HANGER | PI0139 008506 |                           | 00  | 03/19/2024 | 551-4520-445.43-03 | OVERLAY EXISTING FLOOR    | EFT:         | 13,702.62    |
|                |               |                           |     |            |                    | VENDOR TOTAL *            | .00          | 17,402.62    |
| 0005013        | 00            | HSA BANK                  |     |            |                    |                           |              |              |
| W527671        | 001215        |                           | 00  | 03/26/2024 | 001-1140-411.31-15 | HSA SERVICE FEE           | CHECK #: 131 | 119.00       |
|                |               |                           |     |            |                    | VENDOR TOTAL *            | .00          | 119.00       |
| 0005000        | 00            | HUMANA INSURANCE COMPANY  |     |            |                    |                           |              |              |
| 702625789      | 000107        |                           | 00  | 03/28/2024 | 001-1120-411.21-01 | MONTHLY BILLING           | EFT:         | 9,363.14     |
| 702625789      | 000108        |                           | 00  | 03/28/2024 | 001-1140-411.21-01 | MONTHLY BILLING           | EFT:         | 5,404.62     |
| 702625789      | 000109        |                           | 00  | 03/28/2024 | 001-1150-411.21-01 | MONTHLY BILLING           | EFT:         | 980.46       |
| 702625789      | 000111        |                           | 00  | 03/28/2024 | 001-1305-413.21-01 | MONTHLY BILLING           | EFT:         | 3,004.92     |
| 702625789      | 000112        |                           | 00  | 03/28/2024 | 001-1310-413.21-01 | MONTHLY BILLING           | EFT:         | 7,771.16     |
| 702625789      | 000114        |                           | 00  | 03/28/2024 | 001-1330-413.21-01 | MONTHLY BILLING           | EFT:         | 7,199.10     |
| 702625789      | 000116        |                           | 00  | 03/28/2024 | 001-2110-421.21-01 | MONTHLY BILLING           | EFT:         | 7,543.14     |
| 702625789      | 000117        |                           | 00  | 03/28/2024 | 001-2120-421.21-01 | MONTHLY BILLING           | EFT:         | 54,165.30    |
| 702625789      | 000118        |                           | 00  | 03/28/2024 | 001-2130-421.21-01 | MONTHLY BILLING           | EFT:         | 980.46       |
| 702625789      | 000120        |                           | 00  | 03/28/2024 | 001-3120-431.21-01 | MONTHLY BILLING           | EFT:         | 13,050.66    |
| 702625789      | 000121        |                           | 00  | 03/28/2024 | 001-3130-431.21-01 | MONTHLY BILLING           | EFT:         | 11,500.36    |
| 702625789      | 000131        |                           | 00  | 03/28/2024 | 001-6105-461.21-01 | MONTHLY BILLING           | EFT:         | 7,302.00     |
| 702625789      | 000132        |                           | 00  | 03/28/2024 | 001-6120-461.21-01 | MONTHLY BILLING           | EFT:         | 9,841.28     |
| 702625789      | 000133        |                           | 00  | 03/28/2024 | 001-7110-471.21-01 | MONTHLY BILLING           | EFT:         | 3,985.38     |
| 702625789      | 000134        |                           | 00  | 03/28/2024 | 001-7120-471.21-01 | MONTHLY BILLING           | EFT:         | 3,519.74     |
| 702625789      | 000123        |                           | 00  | 03/28/2024 | 501-4110-441.21-01 | MONTHLY BILLING           | EFT:         | 6,385.08     |
| 702625789      | 000124        |                           | 00  | 03/28/2024 | 501-4120-441.21-01 | MONTHLY BILLING           | EFT:         | 9,661.12     |
| 702625789      | 000125        |                           | 00  | 03/28/2024 | 501-4130-441.21-01 | MONTHLY BILLING           | EFT:         | 18,648.94    |
| 702625789      | 000126        |                           | 00  | 03/28/2024 | 521-4210-442.21-01 | MONTHLY BILLING           | EFT:         | 980.46       |
| 702625789      | 000127        |                           | 00  | 03/28/2024 | 521-4220-442.21-01 | MONTHLY BILLING           | EFT:         | 9,075.28     |
| 702625789      | 000128        |                           | 00  | 03/28/2024 | 521-4230-442.21-01 | MONTHLY BILLING           | EFT:         | 15,657.84    |
| 702625789      | 000129        |                           | 00  | 03/28/2024 | 531-4310-443.21-01 | MONTHLY BILLING           | EFT:         | 2,399.70     |
| 702625789      | 000130        |                           | 00  | 03/28/2024 | 531-4320-443.21-01 | MONTHLY BILLING           | EFT:         | 10,750.70    |
| 702625789      | 000110        |                           | 00  | 03/28/2024 | 601-1230-412.21-01 | MONTHLY BILLING           | EFT:         | 980.46       |
| 702625789      | 000135        |                           | 00  | 03/28/2024 | 601-1230-412.31-15 | MONTHLY BILLING           | EFT:         | 839.48       |
| 702625789      | 000115        |                           | 00  | 03/28/2024 | 602-1340-413.21-01 | MONTHLY BILLING           | EFT:         | 8,784.78     |
| 702625789      | 000122        |                           | 00  | 03/28/2024 | 603-3150-431.21-01 | MONTHLY BILLING           | EFT:         | 980.46       |

| VEND NO        | SEQ# | VENDOR NAME               | INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO         | ITEM DESCRIPTION          | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|----------------|------|---------------------------|------------|------------|---------|-----|----------------|--------------------|---------------------------|--------------|---------------------------------|
| 0005000        | 00   | HUMANA INSURANCE COMPANY  |            |            |         |     |                |                    |                           |              |                                 |
| 702625789      |      |                           | 000113     |            |         | 00  | 03/28/2024     | 604-1320-413.21-01 | MONTHLY BILLING           | EFT:         | 6,060.36                        |
| 702625789      |      |                           | 000119     |            |         | 00  | 03/28/2024     | 605-3116-431.21-01 | MONTHLY BILLING           | EFT:         | 2,024.46                        |
| 702625789      |      |                           | 000106     |            |         | 00  | 03/28/2024     | 721-0000-202.03-08 | MONTHLY BILLING           | EFT:         | 22,633.99                       |
| VENDOR TOTAL * |      |                           |            |            |         |     |                |                    |                           | .00          | 261,474.83                      |
| 0000108        | 00   | K.C. BOBCAT INC           |            |            |         |     |                |                    |                           |              |                                 |
| 19193596       |      |                           | PI0140     | 008508     |         | 00  | 03/18/2024     | 001-3120-431.43-02 | BUCKET BROOM SWEEPER REPL | 6,844.00     |                                 |
| VENDOR TOTAL * |      |                           |            |            |         |     |                |                    |                           | 6,844.00     |                                 |
| 0000300        | 00   | KANSAS DEPT OF REVENUE    |            |            |         |     |                |                    |                           |              |                                 |
| 4081-NCX4-J333 |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-0000-207.20-00 | FEB '24 SALES TAX         | CHECK #:     | 103 57,533.31                   |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-0000-140.00-00 | FEB '24 USE TAX           | CHECK #:     | 103 1,306.55-                   |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-4110-441.48-02 | FEB '24 USE TAX           | CHECK #:     | 103 20.32                       |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-4120-441.48-02 | FEB '24 USE TAX           | CHECK #:     | 103 128.05                      |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-4130-441.48-02 | FEB '24 USE TAX           | CHECK #:     | 103 45.54                       |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-4130-441.61-09 | FEB '24 USE TAX           | CHECK #:     | 103 45,404.10                   |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 501-4140-441.62-15 | FEB '24 USE TAX           | CHECK #:     | 103 3.81                        |
| 4081-B23B-Y226 |      |                           | 001216     |            |         | 00  | 03/22/2024     | 551-0000-207.20-00 | FEB '24 SALES TAX         | CHECK #:     | 103 258.44                      |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 602-1340-413.48-02 | FEB '24 USE TAX           | CHECK #:     | 103 4.18                        |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 603-3150-431.48-02 | FEB '24 USE TAX           | CHECK #:     | 103 501.62                      |
| 4081-G7K4-3R6P |      |                           | 001216     |            |         | 00  | 03/22/2024     | 604-1320-413.48-02 | FEB '24 USE TAX           | CHECK #:     | 103 367.99                      |
| VENDOR TOTAL * |      |                           |            |            |         |     |                |                    |                           | .00          | 102,960.81                      |
| 0002671        | 00   | KANSAS GAS SERVICE        |            |            |         |     |                |                    |                           |              |                                 |
| 105901600      | 0324 |                           | 001225     |            |         | 00  | 03/28/2024     | 551-4520-445.40-04 | KANSAS GAS SERVICE        | 200.45       |                                 |
| VENDOR TOTAL * |      |                           |            |            |         |     |                |                    |                           | 200.45       |                                 |
| 0002806        | 00   | KANSAS GOLF AND TURF, INC |            |            |         |     |                |                    |                           |              |                                 |
| 02-315312      |      |                           | 001219     |            |         | 00  | 03/28/2024     | 001-6120-461.43-02 | MOWER REPAIR              | EFT:         | 28.16                           |
| VENDOR TOTAL * |      |                           |            |            |         |     |                |                    |                           | .00          | 28.16                           |
| 0000332        | 00   | KANSAS STATE TREASURER    |            |            |         |     |                |                    |                           |              |                                 |
| R1240401124910 |      |                           | 001237     |            |         | 00  | 03/29/2024     | 117-9100-491.71-02 | STREET PROGRAM PHASE 1    | CHECK #:     | 100 6,750.00                    |
| R1240401124907 |      |                           | 001240     |            |         | 00  | 03/29/2024     | 117-9100-491.71-02 | STREET PROGRAM PHASE 1    | CHECK #:     | 100 7,293.75                    |
| R1240401124899 |      |                           | 001242     |            |         | 00  | 03/29/2024     | 117-9100-491.71-02 | STREET PROGRAM PHASE 3    | CHECK #:     | 100 19,000.00                   |
| R1240401124906 |      |                           | 001246     |            |         | 00  | 03/29/2024     | 117-9100-491.71-02 | PMP                       | CHECK #:     | 100 6,700.00                    |
| R1240401124896 |      |                           | 001229     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | USD 231 CAMPUS BD         | CHECK #:     | 100 12,367.19                   |
| R1240401124896 |      |                           | 001230     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | USD 231 CAMPUS BD         | CHECK #:     | 100 10,512.11                   |
| R1240401124896 |      |                           | 001231     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | USD 231 CAMPUS BD         | CHECK #:     | 100 618.36                      |
| R1240401124896 |      |                           | 001232     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | USD 231 CAMPUS BD         | CHECK #:     | 100 1,236.72                    |
| R1240401124908 |      |                           | 001234     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | KDOT REFUNDING TR0101     | CHECK #:     | 100 4,475.00                    |
| R1240401124908 |      |                           | 001235     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | KDOT REFUNDING TR0106     | CHECK #:     | 100 18,400.00                   |
| R1240401124910 |      |                           | 001238     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | NET CASH REF 2008B        | CHECK #:     | 100 11,700.00                   |
| R1240401124907 |      |                           | 001241     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | NET CASH REF 2009A        | CHECK #:     | 100 6,675.00                    |
| R1240401124899 |      |                           | 001243     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | JUSTICE CENTER            | CHECK #:     | 100 190,550.01                  |
| R1240401124899 |      |                           | 001244     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | POOL IMPROVEMENTS         | CHECK #:     | 100 2,000.00                    |
| R1240401124906 |      |                           | 001247     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | SANTA FE IMPROVEMENTS     | CHECK #:     | 100 12,450.00                   |
| R1240401124905 |      |                           | 001251     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | I-35 & GARDNER RD IMP     | CHECK #:     | 100 28,825.00                   |
| R1240401124905 |      |                           | 001252     |            |         | 00  | 03/29/2024     | 301-9100-491.71-02 | 2010A REFUNDING           | CHECK #:     | 100 13,525.00                   |

| VEND NO        | SEQ#    | VENDOR NAME               | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK        | EFT, EPAY OR |
|----------------|---------|---------------------------|-----|------------|--------------------|---------------------------|--------------|--------------|
| INVOICE        | VOUCHER | P.O.                      |     | DATE       | NO                 | DESCRIPTION               | AMOUNT       | HAND- ISSUED |
| NO             | NO      | NO                        |     |            |                    |                           |              | AMOUNT       |
| 0000332        | 00      | KANSAS STATE TREASURER    |     |            |                    |                           |              |              |
| R1240401124902 | 001254  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | REFUNDING 2011A GO BONDS  | CHECK #: 100 | 6,635.00     |
| R1240401124902 | 001255  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | REFUNDING 2012A GO BONDS  | CHECK #: 100 | 21,033.75    |
| R1240401124902 | 001256  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | REFUNDING 2019C TEMP NOTE | CHECK #: 100 | 7,642.50     |
| R1240401124903 | 001257  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | WAVERLY PLAZA BD          | CHECK #: 100 | 15,312.45    |
| R1240401124903 | 001258  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | WAVERLY PLAZA CITY SHARE  | CHECK #: 100 | 5,268.80     |
| R1240401124901 | 001259  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | TUSCAN FARMS PHASE 1 BD   | CHECK #: 100 | 20,446.88    |
| R1240401124901 | 001260  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | TUSCAN FARMS AREAWIDE BD  | CHECK #: 100 | 38,953.13    |
| R1240401124901 | 001263  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | WAVERLY ROAD              | CHECK #: 100 | 31,500.00    |
| R1240401124901 | 001264  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | MAIN STREET               | CHECK #: 100 | 62,125.00    |
| R1240401124904 | 001265  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | HILLTOP BD 1              | CHECK #: 100 | 32,300.00    |
| R1240401124904 | 001266  |                           | 00  | 03/29/2024 | 301-9100-491.71-02 | HILLTOP BD 2              | CHECK #: 100 | 19,210.00    |
| R1240401124909 | 001239  |                           | 00  | 03/29/2024 | 501-9100-491.71-02 | 2016B TAXABLE ELECTRIC    | CHECK #: 100 | 4,550.00     |
| R1240401124897 | 001250  |                           | 00  | 03/29/2024 | 501-9100-491.71-02 | ELECTRIC SMART METERS     | CHECK #: 100 | 33,775.00    |
| R1240401124900 | 001236  |                           | 00  | 03/29/2024 | 521-9100-491.71-02 | KDHE REFUNDING BONDS      | CHECK #: 100 | 13,350.00    |
| R1240401124897 | 001248  |                           | 00  | 03/29/2024 | 521-9100-491.71-02 | WATER TREATMENT PLANT     | CHECK #: 100 | 312,181.25   |
| R1240401124897 | 001249  |                           | 00  | 03/29/2024 | 521-9100-491.71-02 | WATER SMART METERS        | CHECK #: 100 | 11,287.50    |
| R1240401124901 | 001261  |                           | 00  | 03/29/2024 | 521-9100-491.71-02 | PRAIRIE TRACE WATER       | CHECK #: 100 | 27,831.25    |
| R1240401124896 | 001233  |                           | 00  | 03/29/2024 | 531-9100-491.71-02 | WHITE DRIVE SAN SEWER     | CHECK #: 100 | 5,871.88     |
| R1240401124898 | 001245  |                           | 00  | 03/29/2024 | 531-9100-491.71-02 | SEWER CRANE & STORAGE TNK | CHECK #: 100 | 12,390.00    |
| R1240401124902 | 001253  |                           | 00  | 03/29/2024 | 531-9100-491.71-02 | WASTEWATER SYSTEM IMPROVE | CHECK #: 100 | 7,113.75     |
| R1240401124901 | 001262  |                           | 00  | 03/29/2024 | 531-9100-491.71-02 | PRAIRIE TRACE WASTEWATER  | CHECK #: 100 | 63,209.37    |
| R1240401124895 | 001228  |                           | 00  | 03/29/2024 | 551-9100-491.71-02 | 2013A REFUNDING 01A, 02B, | CHECK #: 100 | 393.75       |
|                |         |                           |     |            |                    | VENDOR TOTAL *            | .00          | 1,105,459.40 |
| 0005462        | 00      | KAW ROOFING & SHEET METAL |     |            |                    |                           |              |              |
| 6196           | 001267  |                           | 00  | 03/28/2024 | 603-3150-431.43-01 | ROOF REPAIRS              | EFT:         | 2,564.36     |
|                |         |                           |     |            |                    | VENDOR TOTAL *            | .00          | 2,564.36     |
| 0000784        | 00      | KEY EQUIPMENT & SUPPLY CO |     |            |                    |                           |              |              |
| KC211983       | 001222  |                           | 00  | 03/28/2024 | 001-3120-431.43-02 | SWEEPER BROOMS            | EFT:         | 1,461.99     |
|                |         |                           |     |            |                    | VENDOR TOTAL *            | .00          | 1,461.99     |
| 0005186        | 00      | LINDE GAS & EQUIPMENT     |     |            |                    |                           |              |              |
| 41502791       | 001219  |                           | 00  | 03/28/2024 | 501-4120-441.44-02 | CYLINDER RENTAL           | EFT:         | 517.57       |
| 41789609       | 001222  |                           | 00  | 03/28/2024 | 605-3116-431.44-02 | CYLINDER RENTAL           | EFT:         | 76.84        |
|                |         |                           |     |            |                    | VENDOR TOTAL *            | .00          | 594.41       |
| 0003179        | 00      | MCELDOWNEY, TIM           |     |            |                    |                           |              |              |
| 02282024       | 001225  |                           | 00  | 03/28/2024 | 001-3130-431.46-01 | MILEAGE - ITE TRAINING    | 22.78        |              |
|                |         |                           |     |            |                    | VENDOR TOTAL *            | 22.78        |              |
| 0003579        | 00      | MID-STATES MATERIALS LLC  |     |            |                    |                           |              |              |
| 138048         | 001219  |                           | 00  | 03/28/2024 | 001-3120-431.52-08 | ROCK                      | 118.26       |              |
| 138332         | 001217  |                           | 00  | 03/28/2024 | 521-4230-442.52-12 | ROCK & DIRT               | 604.26       |              |
| 138332         | 001217  |                           | 00  | 03/28/2024 | 531-4330-443.52-12 | ROCK & DIRT               | 604.26       |              |
|                |         |                           |     |            |                    | VENDOR TOTAL *            | 1,326.78     |              |
| 0099999        | 00      | NATHAN OATHOUT            |     |            |                    |                           |              |              |
| 111518         | 001267  |                           | 00  | 03/28/2024 | 001-0000-207.10-20 | RESTITUTION               | 83.15        |              |



| VEND NO   | SEQ#    | VENDOR NAME                   | BNK | CHECK/DUE  | ACCOUNT            | ITEM                     | CHECK    | EFT, EPAY OR |
|-----------|---------|-------------------------------|-----|------------|--------------------|--------------------------|----------|--------------|
| INVOICE   | VOUCHER | P.O.                          |     | DATE       | NO                 | DESCRIPTION              | AMOUNT   | HAND-ISSUED  |
| NO        | NO      | NO                            |     |            |                    |                          |          | AMOUNT       |
| 0005041   | 00      | QUADIENT FINANCE USA          |     |            |                    |                          |          |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-1120-411.47-04 | POSTAGE                  | 186.06   |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-1140-411.47-04 | POSTAGE                  | 96.70    |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-1150-411.47-04 | POSTAGE                  | 136.83   |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-1310-413.47-04 | POSTAGE                  | 470.98   |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-3110-431.47-04 | POSTAGE                  | 133.54   |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-6105-461.47-04 | POSTAGE                  | 401.28   |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 001-7110-471.47-04 | POSTAGE                  | 69.72    |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 501-4110-441.47-04 | POSTAGE                  | 99.12    |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 521-4210-442.47-04 | POSTAGE                  | 99.12    |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 531-4310-443.47-04 | POSTAGE                  | 99.12    |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 551-4520-445.47-04 | POSTAGE                  | 14.43    |              |
| 2854 0324 | 001225  |                               | 00  | 03/28/2024 | 604-1320-413.47-04 | POSTAGE                  | 1,193.10 |              |
|           |         |                               |     |            |                    | VENDOR TOTAL *           | 3,000.00 |              |
| 0099999   | 00      | REAZIN, TODD & STEPHANIE      |     |            |                    |                          |          |              |
| 000071727 | UT      |                               | 00  | 03/14/2024 | 501-0000-229.00-00 | FINAL BILL REFUND        | 33.01    |              |
|           |         |                               |     |            |                    | VENDOR TOTAL *           | 33.01    |              |
| 0000946   | 00      | RIGHT-WAY JANITORIAL INC      |     |            |                    |                          |          |              |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 2,500.00     |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 299.25       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 362.50       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 42.71        |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 362.50       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 42.71        |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 604.00       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 105.32       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 725.00       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 56.06        |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 670.00       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 133.44       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 900.00       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 126.43       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 3,800.00     |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 246.67       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 600.00       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 600.00       |
| 3091      | 001223  |                               | 00  | 03/28/2024 | 603-3150-431.42-01 | JANITORIAL BILLING - MAR | EFT:     | 157.89       |
|           |         |                               |     |            |                    | VENDOR TOTAL *           | .00      | 12,334.48    |
| 0099999   | 00      | RYLIE EQUIPMENT & CONTRACTING |     |            |                    |                          |          |              |
| 000073063 | UT      |                               | 00  | 03/25/2024 | 501-0000-229.00-00 | FINAL BILL REFUND        | 149.14   |              |
|           |         |                               |     |            |                    | VENDOR TOTAL *           | 149.14   |              |
| 0001772   | 00      | SANTA FE TOW SERVICE          |     |            |                    |                          |          |              |
| 47850     | 001223  |                               | 00  | 03/28/2024 | 001-3120-431.52-16 | TOW SERVICE #511         | EFT:     | 720.00       |
|           |         |                               |     |            |                    | VENDOR TOTAL *           | .00      | 720.00       |
| 0004787   | 00      | SECURITY 1ST TITLE            |     |            |                    |                          |          |              |

| VEND NO       | SEQ#    | VENDOR NAME                       | BNK | CHECK/DUE  | ACCOUNT            | ITEM                     | CHECK        | EFT, EPAY OR |
|---------------|---------|-----------------------------------|-----|------------|--------------------|--------------------------|--------------|--------------|
| INVOICE       | VOUCHER | P.O.                              |     | DATE       | NO                 | DESCRIPTION              | AMOUNT       | HAND-ISSUED  |
| NO            | NO      | NO                                |     |            |                    |                          |              | AMOUNT       |
| 0004787       | 00      | SECURITY 1ST TITLE                |     |            |                    |                          |              |              |
| EARNEST MONEY | PI0143  | 008532                            | 00  | 03/22/2024 | 001-1130-411.62-01 | PURCHASE 104 E MAIN ST   | CHECK #: 134 | 25,000.00    |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 25,000.00    |
| 0005380       | 00      | SHAWNEE COPY CENTER               |     |            |                    |                          |              |              |
| 137674        | 001219  |                                   | 00  | 03/28/2024 | 501-4110-441.47-02 | BUSINESS CARDS           | EFT:         | 87.21        |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 87.21        |
| 0004785       | 00      | SUMNERONE, INC                    |     |            |                    |                          |              |              |
| 3882194       | 001218  |                                   | 00  | 03/28/2024 | 501-4130-441.43-02 | COPIER MAINT PROGRAM     | EFT:         | 8.85         |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 8.85         |
| 0000203       | 00      | SUPERIOR BOWEN ASPHALT, L.L.C.    |     |            |                    |                          |              |              |
| 44919         | 001225  |                                   | 00  | 03/28/2024 | 001-3120-431.52-08 | ASHPALT                  | EFT:         | 448.96       |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 448.96       |
| 0099999       | 00      | TALLGRASS APARTMENTS              |     |            |                    |                          |              |              |
| 112781        | 001267  |                                   | 00  | 03/28/2024 | 001-0000-207.10-20 | RESTITUTION              | 250.00       |              |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | 250.00       |              |
| 0003928       | 00      | TAPCO-TRAFFIC AND PARKING CONTROL |     |            |                    |                          |              |              |
| 1771971       | 001269  |                                   | 00  | 03/28/2024 | 001-3120-431.52-10 | RRFB                     | EFT:         | 1,575.00     |
| 1772505       | 001269  |                                   | 00  | 03/28/2024 | 001-3120-431.52-10 | SOLAR POWER SCHOOL ZONE  | EFT:         | 3,160.43     |
| 1771971       | PI0132  | 008458                            | 00  | 02/02/2024 | 001-3120-431.52-10 | RRFB SETUP               | EFT:         | 9,753.02     |
| 1772505       | PI0133  | 008464                            | 00  | 02/13/2024 | 001-3120-431.52-10 | SOLAR POWER FLASHER      | EFT:         | 26,320.32    |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 40,808.77    |
| 0099999       | 00      | TIMBERLAKE, DOYLE                 |     |            |                    |                          |              |              |
| 000072033     | UT      |                                   | 00  | 03/25/2024 | 501-0000-229.00-00 | FINAL BILL REFUND        | 56.56        |              |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | 56.56        |              |
| 0000407       | 00      | TOMPKINS INDUSTRIES, INC.         |     |            |                    |                          |              |              |
| 405663107     | 001268  |                                   | 00  | 03/28/2024 | 501-4120-441.52-12 | SCALE & HOSE PROTECTORS  | EFT:         | 179.21       |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 179.21       |
| 0002811       | 00      | UNITED STATES POSTAL SERVICE      |     |            |                    |                          |              |              |
| 58688         | 001267  |                                   | 00  | 03/22/2024 | 001-1120-411.47-04 | QTRLY NEWSLETTER POSTAGE | CHECK #: 114 | 1,945.97     |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 1,945.97     |
| 0004551       | 00      | WASTE MANAGEMENT                  |     |            |                    |                          |              |              |
| 03112024      | 001268  |                                   | 00  | 03/28/2024 | 001-6110-461.54-51 | DUMPSTER - SOTT          | EFT:         | 82.50        |
|               |         |                                   |     |            |                    | VENDOR TOTAL *           | .00          | 82.50        |
| 0003221       | 00      | WEX BANK                          |     |            |                    |                          |              |              |
| 95658886      | 001224  |                                   | 00  | 03/28/2024 | 501-4120-441.52-09 | ELEC GENERATION FUEL     | EFT:         | 285.49       |
| 95658886      | 001224  |                                   | 00  | 03/28/2024 | 501-4130-441.52-09 | ELECTRIC DISTRIB FUEL    | EFT:         | 1,232.03     |
| 95658886      | 001224  |                                   | 00  | 03/28/2024 | 521-4220-442.52-09 | WATER FUEL               | EFT:         | 390.70       |
| 95658886      | 001224  |                                   | 00  | 03/28/2024 | 521-4230-442.52-09 | LINE MAINT WATER FUEL    | EFT:         | 1,854.06     |
| 95658886      | 001224  |                                   | 00  | 03/28/2024 | 531-4320-443.52-09 | WASTEWATER FUEL          | EFT:         | 999.16       |
| 95658886      | 001224  |                                   | 00  | 03/28/2024 | 531-4330-443.52-09 | LINE MAINT WASTEWTR FUEL | EFT:         | 554.09       |

| VEND NO<br>INVOICE<br>NO | SEQ#<br>VOUCHER<br>NO | VENDOR NAME<br>P.O.<br>NO | BNK | CHECK/DUE<br>DATE | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION     | CHECK<br>AMOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|--------------------------|-----------------------|---------------------------|-----|-------------------|--------------------|-------------------------|-----------------|---------------------------------------|
| 0003221                  | 00                    | WEX BANK                  |     |                   |                    |                         |                 |                                       |
|                          |                       |                           |     |                   |                    | VENDOR TOTAL *          | .00             | 5,315.53                              |
| 0099999<br>000067435     | 00                    | WHITAKER, ADAM<br>UT      | 00  | 03/25/2024        | 501-0000-229.00-00 | FINAL BILL REFUND       | 69.76           |                                       |
|                          |                       |                           |     |                   |                    | VENDOR TOTAL *          | 69.76           |                                       |
|                          |                       |                           |     |                   |                    | HAND ISSUED TOTAL ***   |                 | 1,351,612.23                          |
|                          |                       |                           |     |                   |                    | EFT/EPAY TOTAL ***      |                 | 603,439.45                            |
|                          |                       |                           |     |                   |                    | TOTAL EXPENDITURES **** | 16,365.70       | 1,955,051.68                          |
|                          |                       |                           |     |                   | GRAND TOTAL *****  |                         |                 | 1,971,417.38                          |

| VEND NO<br>INVOICE<br>NO | SEQ#<br>VOUCHER<br>NO | VENDOR NAME<br>P.O.<br>NO    | BNK | CHECK/DUE<br>DATE | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION       | CHECK<br>AMOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|--------------------------|-----------------------|------------------------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0004265<br>10839456      | 00                    | ACCESS INFORMATION PROTECTED |     |                   |                    |                           |                 |                                       |
|                          |                       | 001300                       | 00  | 04/04/2024        | 001-1150-411.31-15 | OFF-SITE STORAGE          | 1,734.39        |                                       |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | 1,734.39        |                                       |
| 0000566<br>139655        | 00                    | AMERICAN TOPSOIL, INC.       |     |                   |                    |                           |                 |                                       |
|                          |                       | 001301                       | 00  | 04/04/2024        | 521-4230-442.52-12 | 6 CY PULV                 | EFT:            | 222.00                                |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 222.00                                |
| 0001986<br>5969306-01    | 00                    | ANIXTER, INC.                |     |                   |                    |                           |                 |                                       |
|                          |                       | 001301                       | 00  | 04/04/2024        | 501-4130-441.52-25 | COVER                     | EFT:            | 2,211.40                              |
| 5985282-00               |                       | 001301                       | 00  | 04/04/2024        | 501-4130-441.52-31 | POLE                      | EFT:            | 3,673.98                              |
| 5966275-00               |                       | 001301                       | 00  | 04/04/2024        | 501-4130-441.52-25 | COOPER XNVZ 110 LED       | EFT:            | 4,487.98                              |
| 5993282-00               |                       | 001301                       | 00  | 04/04/2024        | 501-4130-441.52-31 | 4/0 SPOOL TIE             | EFT:            | 487.16                                |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 10,860.52                             |
| 0002764<br>435535        | 00                    | APPLIED CONCEPTS             |     |                   |                    |                           |                 |                                       |
|                          |                       | 001300                       | 00  | 04/04/2024        | 001-2120-421.43-05 | TUNING FORK               | EFT:            | 32.00                                 |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 32.00                                 |
| 0005422<br>0025999-IN    | 00                    | ATHCO                        |     |                   |                    |                           |                 |                                       |
|                          |                       | 001273                       | 00  | 04/04/2024        | 001-6120-461.52-01 | GENERAL REPAIRS &         | EFT:            | 1,250.00                              |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 1,250.00                              |
| 0002847<br>4848285043    | 00                    | BLACK HILLS ENERGY           |     |                   |                    |                           |                 |                                       |
|                          | 032400                | 001300                       | 00  | 04/04/2024        | 501-4120-441.31-15 | GAS PIPELINE O&M SERVICE  | EFT:            | 2,668.84                              |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 2,668.84                              |
| 0002380<br>R61643-1      | 00                    | BLEDSON RENTALS              |     |                   |                    |                           |                 |                                       |
|                          |                       | 001275                       | 00  | 04/04/2024        | 001-3120-431.44-02 | TREE CHIPPER RENTAL       | 1,749.47        |                                       |
| R61206-1                 |                       | 001274                       | 00  | 04/04/2024        | 001-6120-461.44-02 | CHIPPER RENTAL            | 780.91          |                                       |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | 2,530.38        |                                       |
| 0099999<br>094444        | 00                    | BONITA FAY CASTRO            |     |                   |                    |                           |                 |                                       |
|                          |                       | 001297                       | 00  | 04/04/2024        | 001-0000-228.30-00 | BOND REFUND               | 125.00          |                                       |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | 125.00          |                                       |
| 0002420<br>BMS630657     | 00                    | BRENNTAG MID-SOUTH, INC      |     |                   |                    |                           |                 |                                       |
|                          |                       | 001300                       | 00  | 04/04/2024        | 521-4220-442.52-13 | SODIUM HYDROXIDE          | EFT:            | 2,673.50                              |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 2,673.50                              |
| 0001834<br>63871         | 00                    | C & C GROUP                  |     |                   |                    |                           |                 |                                       |
|                          |                       | 001276                       | 00  | 04/04/2024        | 603-3150-431.43-01 | RPLACE ATS MICROPROCESSOR | EFT:            | 2,726.05                              |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 2,726.05                              |
| 0001842<br>CINV-174      | 00                    | CITY OF OLATHE               |     |                   |                    |                           |                 |                                       |
|                          |                       | 001300                       | 00  | 04/04/2024        | 521-4220-442.31-15 | FEBRUARY 2024 LAB FEES    | EFT:            | 154.00                                |
|                          |                       |                              |     |                   |                    | VENDOR TOTAL *            | .00             | 154.00                                |
| 0001656<br>5778          | 00                    | COHORST ENTERPRISES INC.     |     |                   |                    |                           |                 |                                       |
|                          |                       | PI0147 008530                | 00  | 03/22/2024        | 531-4330-443.43-10 | REPAIRS - 110 W COLLEEN   | EFT:            | 6,400.00                              |

| VEND NO       | SEQ#    | VENDOR NAME               | BNK | CHECK/DUE  | ACCOUNT            | ITEM                   | CHECK  | EFT, EPAY OR |
|---------------|---------|---------------------------|-----|------------|--------------------|------------------------|--------|--------------|
| INVOICE       | VOUCHER | P.O.                      |     | DATE       | NO                 | DESCRIPTION            | AMOUNT | HAND- ISSUED |
| NO            | NO      | NO                        |     |            |                    |                        |        | AMOUNT       |
| 0001656       | 00      | COHORST ENTERPRISES INC.  |     |            |                    |                        |        |              |
|               |         |                           |     |            |                    | VENDOR TOTAL *         | .00    | 6,400.00     |
| 0000069       | 00      | COLEMAN EQUIPMENT, INC.   |     |            |                    |                        |        |              |
| 609658        | 001277  |                           | 00  | 04/04/2024 | 001-3120-431.43-02 | MOWER REPAIR           | EFT:   | 461.67       |
| 609660        | 001278  |                           | 00  | 04/04/2024 | 001-3120-431.43-02 | MOWER REPAIR           | EFT:   | 173.78       |
| 609742        | 001279  |                           | 00  | 04/04/2024 | 001-3120-431.43-02 | MOWER REPAIR           | EFT:   | 114.03       |
|               |         |                           |     |            |                    | VENDOR TOTAL *         | .00    | 749.48       |
| 0099999       | 00      | DANIEL ROBERT JURY        |     |            |                    |                        |        |              |
| 112569        | 001297  |                           | 00  | 04/04/2024 | 001-0000-228.30-00 | BOND REFUND            | 75.00  |              |
|               |         |                           |     |            |                    | VENDOR TOTAL *         | 75.00  |              |
| 0004998       | 00      | DELTA DENTAL OF KANSAS    |     |            |                    |                        |        |              |
| 1005114202404 | 006211  |                           | 00  | 04/04/2024 | 001-1120-411.21-01 | MONTHLY BILLING        | EFT:   | 169.80       |
| 1005114202404 | 006212  |                           | 00  | 04/04/2024 | 001-1140-411.21-01 | MONTHLY BILLING        | EFT:   | 135.94       |
| 1005114202404 | 006213  |                           | 00  | 04/04/2024 | 001-1150-411.21-01 | MONTHLY BILLING        | EFT:   | 22.74        |
| 1005114202404 | 006214  |                           | 00  | 04/04/2024 | 001-1305-413.21-01 | MONTHLY BILLING        | EFT:   | 79.34        |
| 1005114202404 | 006215  |                           | 00  | 04/04/2024 | 001-1310-413.21-01 | MONTHLY BILLING        | EFT:   | 181.42       |
| 1005114202404 | 006217  |                           | 00  | 04/04/2024 | 001-1330-413.21-01 | MONTHLY BILLING        | EFT:   | 169.80       |
| 1005114202404 | 006219  |                           | 00  | 04/04/2024 | 001-2110-421.21-01 | MONTHLY BILLING        | EFT:   | 249.14       |
| 1005114202404 | 006220  |                           | 00  | 04/04/2024 | 001-2120-421.21-01 | MONTHLY BILLING        | EFT:   | 1,324.23     |
| 1005114202404 | 006221  |                           | 00  | 04/04/2024 | 001-2130-421.21-01 | MONTHLY BILLING        | EFT:   | 22.74        |
| 1005114202404 | 006222  |                           | 00  | 04/04/2024 | 001-3120-431.21-01 | MONTHLY BILLING        | EFT:   | 306.24       |
| 1005114202404 | 006223  |                           | 00  | 04/04/2024 | 001-3130-431.21-01 | MONTHLY BILLING        | EFT:   | 260.76       |
| 1005114202404 | 006232  |                           | 00  | 04/04/2024 | 001-6105-461.21-01 | MONTHLY BILLING        | EFT:   | 204.16       |
| 1005114202404 | 006233  |                           | 00  | 04/04/2024 | 001-6120-461.21-01 | MONTHLY BILLING        | EFT:   | 204.16       |
| 1005114202404 | 006234  |                           | 00  | 04/04/2024 | 001-7110-471.21-01 | MONTHLY BILLING        | EFT:   | 102.08       |
| 1005114202404 | 006235  |                           | 00  | 04/04/2024 | 001-7120-471.21-01 | MONTHLY BILLING        | EFT:   | 79.34        |
| 1005114202404 | 006225  |                           | 00  | 04/04/2024 | 501-4110-441.21-01 | MONTHLY BILLING        | EFT:   | 158.68       |
| 1005114202404 | 006226  |                           | 00  | 04/04/2024 | 501-4120-441.21-01 | MONTHLY BILLING        | EFT:   | 215.28       |
| 1005114202404 | 006227  |                           | 00  | 04/04/2024 | 501-4130-441.21-01 | MONTHLY BILLING        | EFT:   | 441.68       |
| 1005114202404 | 006228  |                           | 00  | 04/04/2024 | 521-4220-442.21-01 | MONTHLY BILLING        | EFT:   | 158.68       |
| 1005114202404 | 006229  |                           | 00  | 04/04/2024 | 521-4230-442.21-01 | MONTHLY BILLING        | EFT:   | 328.98       |
| 1005114202404 | 006230  |                           | 00  | 04/04/2024 | 531-4310-443.21-01 | MONTHLY BILLING        | EFT:   | 56.60        |
| 1005114202404 | 006231  |                           | 00  | 04/04/2024 | 531-4320-443.21-01 | MONTHLY BILLING        | EFT:   | 215.28       |
| 1005114202404 | 006218  |                           | 00  | 04/04/2024 | 602-1340-413.21-01 | MONTHLY BILLING        | EFT:   | 169.80       |
| 1005114202404 | 006224  |                           | 00  | 04/04/2024 | 603-3150-431.21-01 | MONTHLY BILLING        | EFT:   | 22.74        |
| 1005114202404 | 006216  |                           | 00  | 04/04/2024 | 604-1320-413.21-01 | MONTHLY BILLING        | EFT:   | 102.08       |
| 1005114202404 | 006210  |                           | 00  | 04/04/2024 | 721-0000-202.03-08 | MONTHLY BILLING        | EFT:   | 5,516.73     |
|               |         |                           |     |            |                    | VENDOR TOTAL *         | .00    | 10,898.42    |
| 0001762       | 00      | DREXEL TECHNOLOGIES INC   |     |            |                    |                        |        |              |
| INV129404     | 001300  |                           | 00  | 04/04/2024 | 501-4140-441.62-15 | SUB #1-12.47KV CIRCUIT | EFT:   | 40.25        |
| INV129512     | 001303  |                           | 00  | 04/04/2024 | 531-4310-443.31-15 | RFQ STORMWATER MASTER  | EFT:   | 40.25        |
|               |         |                           |     |            |                    | VENDOR TOTAL *         | .00    | 80.50        |
| 0005211       | 00      | EASY ICE, LLC             |     |            |                    |                        |        |              |
| 01241535      | 001300  |                           | 00  | 04/04/2024 | 501-4130-441.44-02 | ICE MACHINE RENTAL     | EFT:   | 146.70       |
|               |         |                           |     |            |                    | VENDOR TOTAL *         | .00    | 146.70       |
| 0003960       | 00      | ELLIOTT EQUIPMENT COMPANY |     |            |                    |                        |        |              |

| VEND NO<br>INVOICE<br>NO  | SEQ#<br>VOUCHER<br>NO                        | VENDOR NAME<br>P.O.<br>NO          | BNK | CHECK/DUE<br>DATE                                    | ACCOUNT<br>NO  | ITEM<br>DESCRIPTION   | CHECK<br>AMOUNT              | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|---|--|------------------------------------|-----|--|--|---|------------------------------|---------------------------------------|
| 0003960<br>178416   | 00<br>001301                                 | ELLIOTT EQUIPMENT COMPANY          | 00  | 04/04/2024   | 521-4230-442.52-04   | VAC TRUCK   | EFT:                         | 1,109.31                              |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | .00                          | 1,109.31                              |
| 0004946<br>4469208877<br>7011930732<br>6466308678               | 00<br>0324001300<br>0324001300<br>0324001300 | EVERGY                             | 00  | 04/04/2024<br>04/04/2024<br>04/04/2024               | 521-4220-442.40-05<br>531-4320-443.40-05<br>531-4320-443.40-05                       | ELECTRIC @ 14A AIR RD<br>ELECTRIC @ WAVERLY LIFT<br>ELECTRIC AT WWTP                    | 50.00<br>18.57<br>27.91      |                                       |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | 96.48                        |                                       |
| 0000088<br>40120241   | 00<br>PI0150 008477                          | GARDNER ANIMAL HOSPITAL, P.A. INC. | 00  | 04/01/2024   | 001-2130-421.31-17   | APRIL, MAY, JUNE SHELTER  | 28,800.00                    |                                       |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | 28,800.00                    |                                       |
| 0000089<br>7DEC6611<br>36C4C43A                                 | 00<br>001300<br>001300                       | GARDNER AUTO BODY                  | 00  | 04/04/2024<br>04/04/2024                             | 001-2120-421.43-05<br>001-2120-421.43-05   | REPAIR #104<br>REPAIR #130  | 3,747.55<br>3,159.58         |                                       |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | 6,907.13                     |                                       |
| 0000028<br>06D3AD5B-0003<br>BEFB6322-0001<br>BEFB6322-0002      | 00<br>001303<br>001300<br>001300             | GARDNER NEWS                       | 00  | 04/04/2024<br>04/04/2024<br>04/04/2024               | 531-4310-443.31-15<br>531-4340-443.62-10<br>531-4340-443.62-10                       | STORMWATER METER PLAN<br>KILL CREEK WRRF EXPANSION<br>KILL CREEK WRRF EXPANSION         | EFT:<br>EFT:<br>EFT:         | 9.85<br>64.15<br>81.97                |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | .00                          | 155.97                                |
| 0099999<br>000072639  | 00<br>UT                                     | GESSLEY, DANIEL                    | 00  | 03/28/2024   | 501-0000-229.00-00   | FINAL BILL REFUND   | 26.86                        |                                       |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | 26.86                        |                                       |
| 0099999<br>103031   | 00<br>001297                                 | GHADA MOUSA                        | 00  | 04/04/2024   | 001-0000-228.30-00   | BOND REFUND   | 200.00                       |                                       |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | 200.00                       |                                       |
| 0005254<br>0128297  | 00<br>PI0145 008387                          | GLMV ARCHITECTURE, INC             | 00  | 03/12/2024   | 551-4540-445.61-03   | K34 TERMINAL BUILDING   | EFT:                         | 4,828.00                              |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | .00                          | 4,828.00                              |
| 0000181<br>9059872029<br>9057734130<br>9064540207<br>9068879239 | 00<br>001300<br>001300<br>001300<br>001300   | GRAINGER                           | 00  | 04/04/2024<br>04/04/2024<br>04/04/2024<br>04/04/2024 | 001-6120-461.52-01<br>521-4220-442.52-20<br>521-4220-442.52-20<br>521-4220-442.52-20 | SIGN REPLACEMENT<br>TRASH BAGS, DRY WIPES &<br>RECLOSABLE POLY BAG<br>DISPOSABLE GLOVES | EFT:<br>EFT:<br>EFT:<br>EFT: | 52.14<br>504.58<br>74.78<br>201.46    |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | .00                          | 832.96                                |
| 0001840<br>INV2880426<br>INV0983547                             | 00<br>001280<br>001300                       | GT DISTRIBUTORS INC                | 00  | 04/04/2024<br>04/04/2024                             | 001-2120-421.53-02<br>001-2120-421.53-02   | HOLSTERS W/LIGHT, GLOCK<br>PATROL BOOTS - GILMORE                                       | EFT:<br>EFT:                 | 4,616.45<br>120.00                    |
| VENDOR TOTAL *  |  |                                    |     |  |  |   | .00                          | 4,736.45                              |
| 0004993   | 00   | HARTFORD, THE                      |     |  |  |   |                              |                                       |





| VEND NO<br>INVOICE<br>NO                                  | SEQ#<br>VOUCHER<br>NO            | VENDOR NAME<br>P.O.<br>NO  | BNK | CHECK/DUE<br>DATE  | ACCOUNT<br>NO  | ITEM<br>DESCRIPTION  | CHECK<br>AMOUNT                      | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT                   |                     |
|---|----------------------------------|--|-----|--|--|--|--------------------------------------|---|---------------------|
| 0000123<br>D-I-0004858                                    | 00                               | MARC<br>001287   | 00  | 04/04/2024   | 130-3130-431.62-19   | CARBON REDUCTION PROGRAM   | EFT:                                 | 2,400.00  |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 2,400.00  |                     |
| 0003700<br>1034279  | 00                               | MCANANY VAN CLEAVE & PHILLIPS PA<br>001300                                     | 00  | 04/04/2024   | 001-1120-411.31-15   | LEGAL SERVICES   | EFT:                                 | 5,157.00  |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 5,157.00  |                     |
| 0003179<br>2024 KTEC                                      | 00                               | MCELDOWNEY, TIM<br>001288  | 00  | 04/04/2024   | 001-3130-431.46-01   | PER DIEM   | 179.84                               |   |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | 179.84                               |   |                     |
| 0001382<br>1086097  | 00                               | MISSION COMMUNICATIONS, LLC<br>001300  | 00  | 04/04/2024   | 531-4320-443.31-15   | ALARM SERVICE FOR  | EFT:                                 | 599.40  |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 599.40  |                     |
| 0005296<br>6169764<br>6169764                             | 00                               | MISSIONSQUARE RETIREMENT<br>001306<br>001306                                   | 00  | 04/04/2024<br>04/04/2024   | 721-0000-202.03-04<br>721-0000-202.03-14   | CONTRIBUTIONS<br>CONTRIBUTIONS   | CHECK #:<br>CHECK #:                 | 101<br>101  | 11,306.57<br>287.59 |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 11,594.16   |                     |
| 0005465<br>32162  | 00                               | OLATHE T-SHIRT & TROPHY<br>001306  | 00  | 04/04/2024   | 001-6110-461.47-53   | APPAREL  | 2,049.55                             |   |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | 2,049.55                             |   |                     |
| 0000142<br>188313<br>189677<br>190592<br>190892<br>190515 | 00<br>02<br>03<br>03<br>01<br>01 | OLATHE WINWATER WORKS<br>001301<br>001301<br>001301<br>001301<br>PI0148 008536 | 00  | 04/04/2024<br>04/04/2024<br>04/04/2024<br>04/04/2024<br>03/22/2024 | 521-4230-442.52-32<br>521-4230-442.52-31<br>521-4230-442.52-12<br>521-4230-442.52-12<br>521-4230-442.52-31 | SADDLE<br>SETTER<br>CLAMP<br>100 K SOFT COPPER TUBE<br>3/4" WATER METERS | EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT: | 600.00<br>3,030.00<br>1,000.00<br>3,080.00<br>42,000.00 |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 49,710.00   |                     |
| 0099999<br>000070811                                      | 00                               | OLEARY, ANDREW<br>UT   | 00  | 03/28/2024   | 501-0000-229.00-00   | FINAL BILL REFUND  | 69.01                                |   |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | 69.01                                |   |                     |
| 0001138<br>SVC/262-964967                                 | 00                               | OVERHEAD DOOR CO OF KC, INC.<br>001300   | 00  | 04/04/2024   | 603-3150-431.31-15   | INSPECTED & EVALUATED  | EFT:                                 | 453.00  |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 453.00  |                     |
| 0099999<br>000055911                                      | 00                               | PARK, NATHANIEL & DANIELLA<br>UT   | 00  | 03/28/2024   | 501-0000-229.00-00   | MANUAL CHECK   | 301.57                               |   |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | 301.57                               |   |                     |
| 0001569<br>INV05378625                                    | 00                               | PAYCOR, INC<br>001305  | 00  | 04/03/2024   | 001-1310-413.31-15   | PAYROLL SERVICES   | CHECK #:                             | 107<br>768.10   |                     |
|   |                                  |  |     |  |  | VENDOR TOTAL *   | .00                                  | 768.10  |                     |
| 0000145   | 00                               | PEPSI-COLA   |     |  |  |  |                                      |   |                     |

| VEND NO<br>INVOICE<br>NO | SEQ#<br>VOUCHER<br>NO | VENDOR NAME<br>P.O.<br>NO                                       | BNK | CHECK/DUE<br>DATE        | ACCOUNT<br>NO                            | ITEM<br>DESCRIPTION                        | CHECK<br>AMOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|--------------------------|-----------------------|---|-----|--------------------------|--|--|-----------------|---------------------------------------|
| 0000145<br>00161548      | 00                    | PEPSI-COLA<br>001289  | 00  | 04/04/2024               | 001-6110-461.52-15                       | CP SOCCER CONCESSIONS                      | EFT:            | 538.95                                |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 538.95                                |
| 0005151<br>80805207      | 00                    | PREMIER TRUCK GROUP<br>001300                                   | 00  | 04/04/2024               | 501-4130-441.43-05                       | RADIO REPAIR TRUCK #413                    | EFT:            | 215.00                                |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 215.00                                |
| 0005099<br>60921524      | 00                    | QUADIEN, INC<br>001301  | 00  | 04/04/2024               | 602-1340-413.44-02                       | POSTAGE MACHINE LEASE                      | 209.43          |                                       |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | 209.43          |                                       |
| 0000152<br>15808         | 00                    | R.E. PEDROTTI CO., INC.<br>001306                               | 00  | 04/04/2024               | 531-4320-443.43-02                       | NORTH LIFT STATION REPAIR                  | 458.60          |                                       |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | 458.60          |                                       |
| 0000574<br>105859        | 00                    | RHOMAR INDUSTRIES, INC.<br>001290                               | 00  | 04/04/2024               | 001-3120-431.52-13                       | ASPHALT RELEASE AGENT                      | EFT:            | 2,817.98                              |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 2,817.98                              |
| 0005217<br>025<br>026    | 00                    | RIVERSIDE STRATEGIC SOLUTIONS<br>PI0146 008522<br>PI0151 008522 | 00  | 03/01/2024<br>04/01/2024 | 001-1130-411.31-15<br>001-1130-411.31-15 | CONSULTING SERVICES<br>CONSULTING SERVICES | EFT:<br>EFT:    | 9,000.00<br>9,000.00                  |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 18,000.00                             |
| 0001250<br>INV-000965076 | 00                    | SCHWEITZER ENGINEERING LABS, INC<br>001301                      | 00  | 04/04/2024               | 501-4130-441.52-31                       | FIBER OPTIC CABLE                          | EFT:            | 154.50                                |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 154.50                                |
| 0001566<br>8073620300    | 00                    | STAPLES BUSINESS ADVANTAGE<br>001291                            | 00  | 04/04/2024               | 001-1310-413.52-20                       | TONER FOR CHECK PRINTER                    | EFT:            | 114.18                                |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 114.18                                |
| 0004613<br>04012024      | 00                    | SUMNER, JULIE<br>001283   | 00  | 04/04/2024               | 001-1140-411.52-20                       | REIMBURSEMENT                              | 58.99           |                                       |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | 58.99           |                                       |
| 0004785<br>3875461       | 00                    | SUMNERONE, INC<br>001300  | 00  | 04/04/2024               | 501-4110-441.43-02                       | COPIER MAINT PROGRAM                       | EFT:            | 46.50                                 |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 46.50                                 |
| 0004482<br>407285        | 00                    | SUPERION, LLC<br>PI0149 008381                                  | 00  | 04/01/2024               | 602-1340-413.47-05                       | ASP-TECHNICAL-ACCESS FEES                  | EFT:            | 9,993.35                              |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 9,993.35                              |
| 0000203<br>45083         | 00                    | SUPERIOR BOWEN ASPHALT, L.L.C.<br>001301                        | 00  | 04/04/2024               | 521-4230-442.31-15                       | ASHPALT                                    | EFT:            | 1,380.67                              |
|                          |                       |   |     |                          |  | VENDOR TOTAL *                             | .00             | 1,380.67                              |
| 0099999                  | 00                    | SYKES, MARILYN  |     |                          |  |  |                 |                                       |

| VEND NO   | SEQ#    | VENDOR NAME                | BNK | CHECK/DUE  | ACCOUNT            | ITEM                      | CHECK  | EFT, EPAY OR |
|-----------|---------|----------------------------|-----|------------|--------------------|---------------------------|--------|--------------|
| INVOICE   | VOUCHER | P.O.                       |     | DATE       | NO                 | DESCRIPTION               | AMOUNT | HAND-ISSUED  |
| NO        | NO      | NO                         |     |            |                    |                           |        | AMOUNT       |
| 0099999   | 00      | SYKES, MARILYN             |     |            |                    |                           |        |              |
| 000069435 |         | UT                         | 00  | 03/28/2024 | 501-0000-229.00-00 | FINAL BILL REFUND         | 72.19  |              |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | 72.19  |              |
| 0000174   | 00      | TAPCO PRODUCTS CO.         |     |            |                    |                           |        |              |
| 284644    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 226.30       |
| 286116    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 20.55        |
| 288091    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 20.55        |
| 286117    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 51.14        |
| 286132    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 38.54        |
| 286124    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 59.56        |
| 284635    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 97.04        |
| 284645    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 63.60        |
| 284641    |         | 001296                     | 00  | 04/04/2024 | 603-3150-431.42-01 | MONTHLY BILLING RUGS      | EFT:   | 193.05       |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | .00    | 770.33       |
| 0003689   | 00      | TEMPLETON, SHANNON         |     |            |                    |                           |        |              |
| 03122024  |         | 001292                     | 00  | 04/04/2024 | 601-1230-412.46-01 | KERIT MILEAGE REIMB       | 28.14  |              |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | 28.14  |              |
| 0001178   | 00      | TFMCOMM, INC               |     |            |                    |                           |        |              |
| 232642    |         | 001300                     | 00  | 04/04/2024 | 501-4130-441.52-04 | RADIO INSTALL TRUCK #413  | EFT:   | 485.41       |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | .00    | 485.41       |
| 0003962   | 00      | TRANSLATIONPERFECT.COM     |     |            |                    |                           |        |              |
| 11878     |         | 001301                     | 00  | 04/04/2024 | 001-1330-413.31-15 | INTERPRETER               | EFT:   | 219.00       |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | .00    | 219.00       |
| 0004951   | 00      | TRICKETT, JOHN             |     |            |                    |                           |        |              |
| 04012024  |         | 001282                     | 00  | 04/04/2024 | 001-3110-431.52-20 | REIMBURSEMENT             | 14.98  |              |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | 14.98  |              |
| 0002067   | 00      | TURN-KEY MOBILE, INC       |     |            |                    |                           |        |              |
| INV-71412 |         | 001293                     | 00  | 04/04/2024 | 001-2120-421.61-09 | NEW CAR BUILD #133        | EFT:   | 3,292.00     |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | .00    | 3,292.00     |
| 0002594   | 00      | USD # 231 GARDNER EDGERTON |     |            |                    |                           |        |              |
| 1100      |         | 001306                     | 00  | 04/04/2024 | 001-6110-461.47-53 | PIONEER RIDGE MS GYM      | EFT:   | 478.75       |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | .00    | 478.75       |
| 0000026   | 00      | USIC LOCATING SERVICES     |     |            |                    |                           |        |              |
| 651311    |         | 001302                     | 00  | 04/04/2024 | 001-3120-431.31-15 | LOCATES                   | EFT:   | 401.70       |
| 651307    |         | 001302                     | 00  | 04/04/2024 | 001-3120-431.31-15 | PW LOCATING SERVICE       | EFT:   | 6,555.44     |
| 651310    |         | 001300                     | 00  | 04/04/2024 | 501-4130-441.40-06 | LOCATES                   | EFT:   | 303.85       |
| 651307    |         | 001302                     | 00  | 04/04/2024 | 501-4130-441.40-06 | ELECTRIC LOCATING SERVICE | EFT:   | 6,555.44     |
| 651307    |         | 001302                     | 00  | 04/04/2024 | 521-4230-442.40-06 | LINE MAINT WATER          | EFT:   | 6,555.43     |
| 651309    |         | 001300                     | 00  | 04/04/2024 | 531-4320-443.31-15 | LOCATES FOR FIBER OPTIC   | EFT:   | 731.30       |
| 651307    |         | 001302                     | 00  | 04/04/2024 | 531-4330-443.40-06 | LINE MAINT WASTEWATER     | EFT:   | 6,555.43     |
|           |         |                            |     |            |                    | VENDOR TOTAL *            | .00    | 27,658.59    |
| 0099999   | 00      | VERENICE MALDONADO         |     |            |                    |                           |        |              |

| VEND NO<br>INVOICE<br>NO  | SEQ#<br>VOUCHER<br>NO | VENDOR NAME<br>P.O.<br>NO  | BNK<br>CHECK/DUE<br>DATE   | ACCOUNT<br>NO  | ITEM<br>DESCRIPTION   | CHECK<br>AMOUNT  | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT   |
|---|-----------------------|--|--|--|---|--|---|
| 0099999<br>67166373   | 00                    | VERENICE MALDONADO<br>001295   | 00 04/04/2024  | 001-0000-228.40-00   | SR CENTER DEPOSIT REFUND  | 85.00  |   |
|   |                       |  |  |  | VENDOR TOTAL *  | 85.00  |   |
| 0000289<br>15649<br>15648   | 00                    | VIKING INDUSTRIAL SUPPLY<br>001306<br>001306   | 00 04/04/2024<br>00 04/04/2024   | 001-6110-461.52-20<br>001-6120-461.52-01   | CP-BATHROOM SUPPLIES<br>PLASTIC BAGS - SHOP   | EFT:<br>EFT:   | 1,163.73<br>329.45  |
|   |                       |  |  |  | VENDOR TOTAL *  | .00  | 1,493.18  |
| 0000366<br>03302024STM  | 00                    | WARDROBE CLEANERS INC.<br>001300   | 00 04/04/2024  | 001-2120-421.42-02   | DRY CLEANING  | 422.50   |   |
|   |                       |  |  |  | VENDOR TOTAL *  | 422.50   |   |
| 0004226<br>87564<br>87662   | 00                    | WATCHMEN SECURITY SERVICES<br>001300<br>001300   | 00 04/04/2024<br>00 04/04/2024   | 501-4120-441.43-02<br>501-4120-441.31-15   | SECURITY CAMERA REPAIR<br>VIDEO SECURITY MONITORING   | EFT:<br>EFT:   | 385.00<br>443.96  |
|   |                       |  |  |  | VENDOR TOTAL *  | .00  | 828.96  |
| 0003221<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223<br>95775223 | 00                    | WEX BANK<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298<br>001298 | 00 04/04/2024<br>00 04/04/2024 | 001-0000-341.02-00<br>001-2110-421.52-09<br>001-2120-421.52-09<br>001-2120-421.43-05<br>001-2120-421.43-05<br>001-2130-421.52-09<br>001-3120-431.52-09<br>001-3130-431.52-09<br>001-6120-461.52-09<br>001-7120-471.52-09<br>603-3150-431.52-09<br>605-3116-431.52-09 | REBATES-MISC REVENUES<br>PD ADMIN FUEL<br>PD OPERATIONS FUEL<br>PD SERVICE EXPENDITURES<br>PD SERVICE EXPENDITURES<br>ACO FUEL<br>STREETS & STORM FUEL<br>PW ADMIN FUEL<br>P&R FUEL<br>COMM DEV FUEL<br>BUILDING MAINT FUEL<br>FLEET FUEL | EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT:<br>EFT: | 107.95-<br>359.54<br>5,403.13<br>2,748.31<br>9.99<br>50.00<br>1,899.67<br>281.87<br>1,203.81<br>139.96<br>137.28<br>32.34 |
|   |                       |  |  |  | VENDOR TOTAL *  | .00  | 12,157.95   |
| 0005402<br>03292024   | 00                    | ZACH RICHTER<br>001294   | 00 04/04/2024  | 001-6110-461.47-53   | SOCCER OFFICIAL TRAININGS   | 345.00   |   |
|   |                       |  |  |  | VENDOR TOTAL *  | 345.00   |   |
|   |                       |  |  |  | HAND ISSUED TOTAL ***   |  | 104,954.33  |
|   |                       |  |  |  | EFT/EPAY TOTAL ***  |  | 745,503.83  |
|   |                       |  |  |  | TOTAL EXPENDITURES ****   | 46,028.82  | 850,458.16  |
|   |                       |  |  | GRAND TOTAL *****  |   |  | 896,486.98  |

**COUNCIL ACTION FORM**  
**MEETING DATE: APRIL 15, 2024**  
**STAFF CONTACT: JASON BRUCE, PARKS AND RECREATION DIRECTOR**

**CONSENT AGENDA ITEM NO. 3**

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**Agenda Item:** Consider authorizing the City Administrator to enter into a contract with Sands Construction Company for construction of the South Center Street Trail Project.

**Strategic Priority:** Infrastructure and Asset Management  
Fiscal Stewardship  
Quality of Life  
Promote Economic Development

**Department:** Parks and Recreation

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**Staff Recommendation:**

Authorize the City Administrator to enter into a contract with Sands Construction Company for construction of the South Center Street Trail Project.

**Background/Description of Item:**

In October of 2023, the City Council accepted a cost share grant agreement between KDOT and the City of Gardner for the trail project.

The project was bid from February 20-March 14, 2024. The City received nine sealed bids for the project, which were open as advertised at 10:00AM on Thursday, March 14<sup>th</sup>, 2024. The bid totals were as follows:

| <b>Vendor</b>                 | <b>Project Total</b> |
|-------------------------------|----------------------|
| Sands Construction Company    | \$633,589.40         |
| INCO USA, LLC                 | \$635,403.59         |
| Infrastructure Solutions, LLC | \$658,453.00         |
| Linaweaver Construction, Inc. | \$745,674.50         |
| Kansas Heavy Construction     | \$747,177.75         |
| MegaKC Corporation            | \$747,300.00         |
| CM Concrete, Inc.             | \$751,829.00         |
| Orr Wyatt Streetscapes        | \$766,658.00         |
| Freeman Concrete Const., LLC  | \$1,313,045.40       |

**Financial Impact:**

The City's *estimated* financial commitment for construction is \$388,589.94

- Total project cost for construction is \$633,589.40, less KDOT \$245,000.00 maximum reimbursement.
  - The \$245,000.00 in KDOT Cost Share Program funds are designated for the South Center Street Trail project.
    - As Gardner makes progress payments to contractor/s, then KDOT will reimburse for costs.
- Funding for the City's share of the project cost will come from Infrastructure Special Sales Tax Fund.

**Attachments:**

- Bid Tabs
- Contract

**Suggested Motion:**

Authorize the City Administrator to enter into a contract with Sands Construction Company., for construction of the South Center Street Trail Project in the amount of \$633,589.40 plus a ten percent (10%) contingency.

**BID TAB FOR:**  
**South Center Trail replacement**  
**PR5003**  
**Bid Opening: March 14th, 2024 (10:00 AM)**

|                                      |  |            |       | Engineer's Estimate |                     | Sands Construction Company |                     | INCO USA, LLC |                     | Infrastructure Solutions, LLC |                     | Linaweaver Construction, Inc |                     |
|--------------------------------------|--|------------|-------|---------------------|---------------------|----------------------------|---------------------|---------------|---------------------|-------------------------------|---------------------|------------------------------|---------------------|
| Item No.                             | Item   | Total Qty. | Units | Unit Cost           | Total Cost          | Unit Cost                  | Total Cost          | Unit Cost     | Total Cost          | Unit Cost                     | Total Cost          | Unit Cost                    | Total Cost          |
| <b>ESTIMATED QUANTITIES BASE BID</b> |  |            |       |                     |                     |                            |                     |               |                     |                               |                     |                              |                     |
| 1                                    | Force Account                                    | 1          | LS    | \$60,000.00         | \$60,000.00         | \$60,000.00                | \$60,000.00         | \$60,000.00   | \$60,000.00         | \$60,000.00                   | \$60,000.00         | \$60,000.00                  | \$60,000.00         |
| 2                                    | Mobilization                                     | 1          | LS    | \$20,000.00         | \$20,000.00         | \$39,722.00                | \$39,722.00         | \$2,239.06    | \$2,239.06          | \$4,413.00                    | \$4,413.00          | \$35,000.00                  | \$35,000.00         |
| 3                                    | Existing Trail Removal                           | 5,197      | SY    | \$5.00              | \$25,985.00         | \$9.20                     | \$47,812.40         | \$6.55        | \$34,040.35         | \$8.00                        | \$41,576.00         | \$15.00                      | \$77,955.00         |
| 4                                    | Linear Grading                                   | 4,677      | LF    | \$30.00             | \$140,310.00        | \$3.00                     | \$14,031.00         | \$1.10        | \$5,144.70          | \$2.00                        | \$9,354.00          | \$5.50                       | \$25,723.50         |
| 5                                    | Install 10' Concrete Trail (6" KCMMB Concrete)   | 5,197      | SY    | \$47.00             | \$244,259.00        | \$61.00                    | \$317,017.00        | \$53.90       | \$280,118.30        | \$63.00                       | \$327,411.00        | \$75.00                      | \$389,775.00        |
| 6                                    | 9" Aggregate Base (AB-3)                         | 5,716      | SY    | \$20.00             | \$114,320.00        | \$20.00                    | \$114,320.00        | \$38.30       | \$218,922.80        | \$15.50                       | \$88,598.00         | \$15.00                      | \$85,740.00         |
| 7                                    | Restoration                                      | 1          | LS    | \$10,000.00         | \$10,000.00         | \$17,908.00                | \$17,908.00         | \$5,895.52    | \$5,895.52          | \$93,282.00                   | \$93,282.00         | \$55,000.00                  | \$55,000.00         |
| 8                                    | Remove & Replace 4' Sidewalk (4" KCMMB Concrete) | 13         | SY    | \$40.00             | \$520.00            | \$80.00                    | \$1,040.00          | \$151.43      | \$1,968.59          | \$174.00                      | \$2,262.00          | \$12.00                      | \$156.00            |
| 9                                    | Detectable Warning Surface                       | 40         | SF    | \$35.00             | \$1,400.00          | \$43.00                    | \$1,720.00          | \$93.83       | \$3,753.20          | \$126.00                      | \$5,040.00          | \$125.00                     | \$5,000.00          |
| 10                                   | Erosion Control & SWPPP                          | 1          | LS    | \$5,000.00          | \$5,000.00          | \$10,400.00                | \$10,400.00         | \$13,328.26   | \$13,328.26         | \$15,000.00                   | \$15,000.00         | \$5,000.00                   | \$5,000.00          |
| 11                                   | Traffic Control                                  | 1          | LS    | \$5,000.00          | \$5,000.00          | \$5,750.00                 | \$5,750.00          | \$8,233.21    | \$8,233.21          | \$9,450.00                    | \$9,450.00          | \$5,000.00                   | \$5,000.00          |
| 12                                   | PVC Drain Extension                              | 53         | LF    | \$20.00             | \$1,060.00          | \$73.00                    | \$3,869.00          | \$33.20       | \$1,759.60          | \$39.00                       | \$2,067.00          | \$25.00                      | \$1,325.00          |
|                                      |  |            |       | <b>TOTAL</b>        | <b>\$627,854.00</b> | <b>TOTAL</b>               | <b>\$633,589.40</b> | <b>TOTAL</b>  | <b>\$635,403.59</b> | <b>TOTAL</b>                  | <b>\$658,453.00</b> | <b>TOTAL</b>                 | <b>\$745,674.50</b> |

|                                      |  |            |       | Kansas Heavy Construction, LLC |                     | MegaKC Corporation |                     | CM Concrete, Inc |                     | Orr Wyatt Streetscapes |                     | Freeman Concrete Construction, LLC |                       |
|--------------------------------------|--|------------|-------|--------------------------------|---------------------|--------------------|---------------------|------------------|---------------------|------------------------|---------------------|------------------------------------|-----------------------|
| Item No.                             | Item   | Total Qty. | Units | Unit Cost                      | Total Cost          | Unit Cost          | Total Cost          | Unit Cost        | Total Cost          | Unit Cost              | Total Cost          | Unit Cost                          | Total Cost            |
| <b>ESTIMATED QUANTITIES BASE BID</b> |  |            |       |                                |                     |                    |                     |                  |                     |                        |                     |                                    |                       |
| 1                                    | Force Account                                    | 1          | LS    | \$60,000.00                    | \$60,000.00         | \$60,000.00        | \$60,000.00         | \$60,000.00      | \$60,000.00         | \$60,000.00            | \$60,000.00         | \$60,000.00                        | \$60,000.00           |
| 2                                    | Mobilization                                     | 1          | LS    | \$21,000.00                    | \$21,000.00         | \$65,000.00        | \$65,000.00         | \$45,000.00      | \$45,000.00         | \$44,200.00            | \$44,200.00         | \$22,800.00                        | \$22,800.00           |
| 3                                    | Existing Trail Removal                           | 5,197      | SY    | \$12.00                        | \$62,364.00         | \$9.50             | \$49,371.50         | \$12.00          | \$62,364.00         | \$15.50                | \$80,553.50         | \$32.20                            | \$167,343.40          |
| 4                                    | Linear Grading                                   | 4,677      | LF    | \$15.75                        | \$73,662.75         | \$18.00            | \$84,186.00         | \$12.00          | \$56,124.00         | \$2.75                 | \$12,861.75         | \$62.00                            | \$289,974.00          |
| 5                                    | Install 10' Concrete Trail (6" KCMMB Concrete)   | 5,197      | SY    | \$68.00                        | \$353,396.00        | \$63.00            | \$327,411.00        | \$75.00          | \$389,775.00        | \$79.75                | \$414,460.75        | \$76.20                            | \$396,011.40          |
| 6                                    | 9" Aggregate Base (AB-3)                         | 5,716      | SY    | \$20.00                        | \$114,320.00        | \$18.75            | \$107,175.00        | \$11.00          | \$62,876.00         | \$16.50                | \$94,314.00         | \$50.10                            | \$286,371.60          |
| 7                                    | Restoration                                      | 1          | LS    | \$42,500.00                    | \$42,500.00         | \$31,330.50        | \$31,330.50         | \$36,200.00      | \$36,200.00         | \$9,000.00             | \$9,000.00          | \$66,670.00                        | \$66,670.00           |
| 8                                    | Remove & Replace 4' Sidewalk (4" KCMMB Concrete) | 13         | SY    | \$94.00                        | \$1,222.00          | \$126.00           | \$1,638.00          | \$150.00         | \$1,950.00          | \$89.00                | \$1,157.00          | \$92.00                            | \$1,196.00            |
| 9                                    | Detectable Warning Surface                       | 40         | SF    | \$45.00                        | \$1,800.00          | \$21.00            | \$840.00            | \$50.00          | \$2,000.00          | \$28.00                | \$1,120.00          | \$44.00                            | \$1,760.00            |
| 10                                   | Erosion Control & SWPPP                          | 1          | LS    | \$9,000.00                     | \$9,000.00          | \$13,500.00        | \$13,500.00         | \$12,000.00      | \$12,000.00         | \$33,200.00            | \$33,200.00         | \$8,850.00                         | \$8,850.00            |
| 11                                   | Traffic Control                                  | 1          | LS    | \$3,355.00                     | \$3,355.00          | \$4,300.00         | \$4,300.00          | \$20,000.00      | \$20,000.00         | \$13,300.00            | \$13,300.00         | \$7,670.00                         | \$7,670.00            |
| 12                                   | PVC Drain Extension                              | 53         | LF    | \$86.00                        | \$4,558.00          | \$56.00            | \$2,968.00          | \$30.00          | \$1,590.00          | \$47.00                | \$2,491.00          | \$83.00                            | \$4,399.00            |
|                                      |  |            |       | <b>TOTAL</b>                   | <b>\$747,177.75</b> | <b>TOTAL</b>       | <b>\$747,300.00</b> | <b>TOTAL</b>     | <b>\$751,829.00</b> | <b>TOTAL</b>           | <b>\$766,658.00</b> | <b>TOTAL</b>                       | <b>\$1,313,045.40</b> |

## AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this 15 day of April, 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and Sands Construction Company [hereinafter referred to as "Contractor"] for the construction of the following described work South Center Trail replacement known as City of Gardner Project No. **PR5003**.

### RECITALS

WHEREAS, the City desires to construct and complete Project No. **PR5003**.

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

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. **PR5003**, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the South Center Trail replacement.

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

### AGREEMENT

- 1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. **PR5003**. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
  - b. With respect to this Agreement, the Contractor shall employ the following key personnel: David Schmidt
  - c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.
  - d. The Contractor shall designate Steve Sands as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
  - e. City shall designate John Trickett (913-856-0920) as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

2.0 Commencement of Contract Time; Notice to Proceed.

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

- 2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.
- 2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.
- 3.0 Time of Performance.
- 3.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.
- 3.2 Progress Schedule  
Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.
- 3.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.
- 3.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions, or otherwise.

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

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

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

| CONTRACT AMOUNT |     |              | LIQUIDATED DAMAGES |
|-----------------|-----|--------------|--------------------|
| \$0             | to  | \$25,000     | \$75               |
| \$25,001        | to  | \$50,000     | \$125              |
| \$50,001        | to  | \$100,000    | \$200              |
| \$100,001       | to  | \$500,000    | \$400              |
| \$500,001       | to  | \$1,000,000  | \$600              |
| \$1,000,001     | to  | \$2,000,000  | \$925              |
| \$2,000,001     | to  | \$5,000,000  | \$1,375            |
| \$5,000,001     | to  | \$10,000,000 | \$2,000            |
| \$10,000,001    | and | up           | \$3,000            |

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

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

c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth

in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \$633,589.40.

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

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

4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: John Trickett.

4.4 Right to Withhold Payment:

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

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

5.0 Substantial Completion.

5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the

Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

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

6.0 Partial Utilization of Work by City.

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

7.0 Completion and Final Payment.

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

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

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

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

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

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

10.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

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

Contractor including but not limited to the occurrence of any one or more of the following events:

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

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

## 12.0 Termination.

### 12.1 Right of City to Terminate Contract.

- a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:
  - 12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or
  - 12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or
  - 12.1.a.3 Contractor should be adjudicated to be bankrupt; or
  - 12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or
  - 12.1.a.5 a receiver should be appointed for Contractor or any of its property; or
  - 12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
  - 12.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

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

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
- c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
- d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

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

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

13.0 Indemnification.

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

14.0 Bonds.

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

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

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

15.0 Insurance.

15.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis

unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

15.2 Subcontractor's Insurance.

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

- 1) Cover all subcontractors in Contractor's general liability insurance policy;
  - 2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.
- 15.3 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 15.4 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:
- 1) Is licensed to do business in the State of Kansas;
  - 2) Carries a Best's policyholder rating of A or better;
- AND
- 3) Carries at least a Class X financial rating.
- OR
- Is a company mutually agreed upon by the City and Contractor.
- 15.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
- 15.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
- 16.0 Conflict of Interest.  
Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.
- 17.0 Nondiscrimination.  
Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

18.0 Facilities and Equipment.

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

19.0 Accessibility.

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

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract

Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

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

23.0 Compliance with Laws.

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

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

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

To City: City of Gardner

Attn: John Trickett

120 E. Main Street

Gardner, KS 66030

To Contractor: (Contractor Provide)

27.0 Amendments.

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

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

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

28.0 Waiver of Claims.

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

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph

shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

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

31.0 Force Majeure.

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

32.0 Titles.

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

33.0 Negotiations.

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

34.0 Costs and Attorneys Fees.

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

35.0 Severability.

If any term or portion of this Agreement or the Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining

provisions of this Agreement and the contract Documents shall continue in full force and effect.

36.0 Authority to Enter into Agreement.

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

37.0 Incorporation of Appendices.

Appendix A - General Conditions, Appendix B - Special Conditions, and Appendix C - Measurement & Payment are attached hereto and made a part hereof as if fully set out herein.

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15 day of April, 2024.

CITY OF GARDNER, KANSAS

CONTRACTOR

\_\_\_\_\_  
James Pruetting, City Administrator

  
\_\_\_\_\_  
(Name, Title)

ATTEST:

Steve Sands, Owner  
Sands Construction, LLC

\_\_\_\_\_  
Renee Rich, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney



# COUNCIL ACTION FORM

# CONSENT AGENDA ITEM NO. 4

MEETING DATE: APRIL 15<sup>TH</sup>, 2024

STAFF CONTACT: PETE CAPPELATTI, BUILDING MAINTENANCE SUPERVISOR

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**Agenda Item:** Consider authorizing the City Administrator to execute a contract with KC Wholesale Carpet for the replacement of carpet in City Hall

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Administration

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**Staff Recommendation:**

Authorize the City Administrator to execute a contract with KC Wholesale Carpet in the amount of \$109,975.67 to replace carpet, LVT and cove base in City Hall.

**Background/Description of Item:**

The carpet, LVT and cove base in City Hall were installed around 2003-2004 and are in need of replacement. The carpet has started to pull up due to the glue crystalizing and failing in numerous places. The LVT is starting to have the same issues as well as the cove base around City Hall. An invitation to bid was published online at [www.drexeltech.com](http://www.drexeltech.com), in the newspaper as well as on the city's website. A single bid was received on March 28th, 2024. Committee reviewed this bid on April 1<sup>st</sup>, 2024

Bidders are as follows:                      KC Wholesale Carpet                      \$109,975.67

KC Wholesale Carpet is the only company who attended the mandatory onsite meeting as well as the only company to submit a formal bid. Their during business hours rate is \$73 which is built into the material bid. After hours rates are \$96 which is also built into material bid. Material bid total is \$28,574.15.

**Financial Impact:**

The 2024 budget included \$100,000.00 in funding for this project. The estimated total cost of the project is \$109,975.67. Funding will come from the Building Services Fund.

**Attachments Included:**

- Agreement

**Suggested Motion:**

Authorize the City Administrator to execute a contract with KC Wholesale Carpet in the amount of \$109,975.67 to replace carpet, LVT and cove base in City Hall plus a 10% contingency.

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this 15<sup>th</sup> day of April, 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and KC Wholesale Carpet, [hereinafter referred to as "Consultant"].

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified carpet, LVT and cove base contractor, experienced in the preparation of carpet, LVT and cove base installation and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for replacing carpet, LVT and cove base at Gardner City Hall.

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

### AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from April 15<sup>th</sup>, 2024 to December 31, 2024 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

2.0 Termination.

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

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

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

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

Designer, Salvador Gurrola Master Installer, Installation Crew, Jay Erwin Owner

- 3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 The Consultant shall designate Brent Mordhorst (913)-327-1361 [brent@kcwholesalecarpet.com](mailto:brent@kcwholesalecarpet.com) as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate Pete Cappelatti, (913)-231-2079, [pcappelatti@gardnerkansas.gov](mailto:pcappelatti@gardnerkansas.gov) as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

#### 4.0 Time of Performance.

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

#### 5.0 Payment.

- 5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.
- 5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.
- 5.3 All invoices should be sent to [pcappelatti@gardnerkansas.gov](mailto:pcappelatti@gardnerkansas.gov).
- 5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:
  - 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;

- 2) Claims of third parties against City or City's property;
- 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
- 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 6) Persistent failure to carry out the Work in accordance with this Agreement;
- 7) Damage to City or a third party to whom City is, or may be, liable; or
- 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

#### 6.0 Cash Basis and Budget Laws.

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

#### 7.0 Indemnification.

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

#### 8.0 Insurance.

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

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

- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.
- Additional Insurance - The Consultant shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

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

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

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

OR

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

9.0 Conflict of Interest.

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

10.0 Nondiscrimination.

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

11.0 Facilities and Equipment.

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

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

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

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records

provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

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

14.0 Independent Contractor.

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

15.0 Compliance with Laws.

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

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

16.0 Assignment.

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

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not

make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

18.0 Notices.

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

To City: Attn: Pete Cappelatti, Building Maintenance Supervisor  
120 E. Main St  
Gardner, KS 66030

To Consultant: Attn: Brent Mordhorst, Store Manager  
12619 Metcalf Avenue  
Overland Park KS, 66213

19.0 Amendments.

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

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

20.0 No Third Party Beneficiaries.

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

21.0 Force Majeure.

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

22.0 Titles.

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

23.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party

initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

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

25.0 Severability.

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

26.0 Authority to Enter into Agreement.

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

27.0 Incorporation of Appendices.

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

28.0 Entire Agreement.

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

29.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15<sup>th</sup> day of April, 2024.

CITY OF GARDNER, KANSAS

CONSULTANT

\_\_\_\_\_  
Jim Pruetting, City Administrator

\_\_\_\_\_  
Its Authorized Agent,  
Brent Mordhorst,  
Store Manager

ATTEST:

\_\_\_\_\_  
Renee Rich, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

**EXHIBIT A - SCOPE OF SERVICES**  
Define Scope of Services - Be Specific as Possible  
Include Work Timeframe  
Include Definition/Explanation of Acceptance of Work

- Provide samples of carpet tiles to select type and color throughout
- Provide vinyl tile sample to select color
- Determine type of carpet for different areas according to traffic type, traffic frequency and room use
- Remove all carpet in affected areas and dispose
- Remove all tile in affected areas and dispose
- Prepare floor base for new carpet where required to accept new carpet tiles effectively
- Prepare floor base for new tiles where required to accept new tile effectively
- Remove cove base throughout and replace with selected color
- Move any furniture as needed including desks, bookshelves, file cabinets, cubicle areas, appliances, vending machines etc., and reinstall when work in the space is finished
- Provide and install threshold material where required
- Work Timeframe will be from April 15<sup>th</sup> 2024 to December 31<sup>st</sup> 2024

## EXHIBIT B - FEES

- **Deposit Requirement:** Before the initiation of any work and the formal signing of this contract, KC Wholesale Carpet requires a deposit amounting to 50% of the total estimated cost of materials. This deposit, payable by the City of Gardner, secures the commencement of the project.
- **Invoicing and Payments:** At the start of each month, KC Wholesale Carpet will issue an invoice to the City of Gardner, reflecting the estimated labor and materials anticipated for use during that month, payable within 30 days of issuance (NET 30). All invoices are to be directed to Pete Cappelatti, Building Maintenance Supervisor, at the City of Gardner. The final invoice and any adjustments will be issued upon project completion, incorporating actual labor costs and material usage. Should the materials used be under the initial estimation, the surplus cost will be carried over to next month's invoice. Final payment is contingent upon the acceptance of all work performed, as assessed, and approved by Pete Cappelatti, Building Maintenance Supervisor.
- **Work Performance Estimate:** KC Wholesale Carpet is estimated to have the capacity to demolish and install approximately 1,800 square feet of carpeting daily. This figure is an estimation for monthly planning purposes and may vary based on actual site conditions and unforeseen circumstances. Significant deviations from this daily rate will be communicated promptly to the City of Gardner.

**COUNCIL ACTION FORM****CONSENT AGENDA ITEM No. 5****MEETING DATE: APRIL 15, 2024****STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR**

**Agenda Item:** Consider authorizing the purchase of six new vehicles through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated collateral equipment under the City's Vehicle and Equipment Replacement Policy

**Strategic Priority:** Infrastructure and Asset Management  
Fiscal Stewardship

**Department:** Public Works Fleet

**Staff Recommendation:**

Staff recommends authorizing the purchase of six (6) vehicles from Landmark Dodge through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated collateral equipment under the City's Vehicle and Equipment Replacement Policy.

**Background/Description of Item:**

The City of Gardner is a member of the Mid-America Council of Public Purchasing (MACPP) and can purchase vehicles at MACPP fleet costs. The MACPP solicits bids annually based on specifications and quantities supplied by member agencies from the metropolitan area.

Under the City's Vehicle and Equipment Replacement Policy (VERP), vehicles and equipment with a VERP score over 26 qualify for replacement and those with a VERP score over 30 are recommended for immediate replacement. All vehicles proposed here meet the requirements listed above. Vehicles 304, 305, 505, 506, 509 and 599 all have reached their expected lifecycle defined by city policy. These vehicles will be replaced with three (3) ½ ton 4x4 vehicles, two (2) ¾ ton 4x4 vehicles and one (1) subcompact utility vehicle.

| <b>Vendor</b>                           | <b>Make</b> | <b>Model</b>        | <b>Total Bid</b> |
|---|-------------|---------------------|------------------|
| Landmark Dodge (MACPP competed pricing) | Dodge       | Tradesman ½ ton x 3 | \$125,997        |
|   | Dodge       | Tradesman ¾ ton x 2 | \$91,010         |
|   | Jeep        | Compass             | \$33,552         |

Additionally, collateral equipment bids for snow removal attachments and strobe lights were received, with American Equipment being the lowest responding bidder, and each City vehicle requires city logo decals from Sign Here (6 x \$350.00).

| <b>Vendor</b>      | <b>Make</b> | <b>Model</b>              | <b>Total Bid</b> |
|--------------------|-------------|---------------------------|------------------|
| American Equipment | Boss        | 9'2' V / 7' salt spreader | \$31,476.00      |
| Knapheide          | Western     | 9'6" MVP                  | \$32,268.00      |
| Kranz              |             |                           | No response      |

**Financial Impact:**

Funds for these vehicle and collateral equipment purchases are available from the Vehicle and Equipment Replacement Fund.

**Suggested Motion:**

Authorize the City Administrator to execute the purchase of six vehicles from Landmark Dodge through the Mid-America Council of Public Purchasing (MACPP) fleet program under the City's Vehicle and Equipment Replacement Policy at a cost not to exceed \$250,559.00 plus a 10% contingency, purchase collateral equipment from American Equipment Co. for a total of \$31,476.00 plus a 10% contingency, and purchase vehicle identification decals from Sign Here for \$2,100.00 plus a 10% contingency.

# COUNCIL ACTION FORM

# CONSENT AGENDA ITEM NO. 6

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider approving new reorder point and quantity stock levels and authorizing the implementation of the 2024 Electric Distribution Purchasing Program

**Strategic Priority:** Increase Infrastructure and Asset Management  
Fiscal Stewardship

**Department:** Utilities – Electric Distribution

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**Staff Recommendation:**

Staff recommends approving new reorder point and quantity stock levels and authorizing the implementation of the 2024 Electric Distribution Purchasing Program as proposed.

**Background/Description of Item:**

In 2018, the City implemented Lucity, a computer maintenance management system, to track work orders, parts usage, record asset maintenance history, and manage inventory levels effectively.

By using inventory management, the Utilities Department has optimized stock levels, optimized resources by limiting scrap and rework, tracked maintenance upgrades and work history, and identified critical parts needed to maintain and extend useful life of all utility assets and infrastructures.

In recent years, the city has experienced major development growth. Based on information for new construction planned for 2024-2027, and extended lead times for critical inventory items, staff suggests increasing the reorder point and quantity to ensure equipment is on hand to meet new development requirements.

In 2023, the purchasing policy Section 60.5 was revised and states:

**60.5 Exceptions to the bidding process:**

Critical Inventory – The City Administrator (or their designee) may choose to submit a plan for managing critical inventory to the City Council. If the plan is approved by the City Council, the City Administrator would be authorized to purchase critical inventory (up to \$100,000 in value) to maintain approved critical inventory levels. Changes to the critical inventory list (items defined as critical inventory or quantity levels) must be approved by City Council.

Critical Inventory List Items 13 and 78, exceed the \$100,000 limit outlined in Section 60.5.

| <b>ITEM</b> | <b>Description</b>                           | <b>New Inventory Cost</b> |
|-------------|--|---------------------------|
| 13          | 300 KVA 3 ph. Padmount Transformer 120/208v. | \$100,815.00              |
| 78          | 750 CU Parallel Primary Cable                | \$127,224.00              |

**Financial Impact:**

All costs will be funded from the Electric Fund 2024 O&M Budget.

**Attachments:**

- 2024 Critical Inventory List
- Anixter Quote

**Suggested Motion:**

- 1) Approve the proposed new reorder point and quantity stock levels for 2024 Electric Distribution Purchasing Program.
- 2) Authorize the City Administrator to purchase Item 13 for \$100,815.00 and Item 78 for \$127,224 plus taxes and shipping.

## Electric Distribution Critical Inventory List

| ITEM | Part ID   | Description                                    | Qty On Hand | Unit of Measure | Avg Cost On Hand | Reorder Point | Reorder Qty. | New Inventory Cost | Critical | Old Reorder Point | Old Reorder Qty. | Old Inventory Cost |
|------|-----------|--|-------------|-----------------|------------------|---------------|--------------|--------------------|----------|-------------------|------------------|--------------------|
| 1    | W-008     | Primary Overhead Wire 477                      | 21305       | Feet            | \$0.78           | 6000          | 18000        | \$14,040.00        | Yes      | 6000              | 18,000           | \$14,040.00        |
| 2    | W-007     | Primary Overhead Wire 4/0                      | 350         | Feet            | \$0.41           | 2000          | 6,000        | \$2,460.00         | Yes      | 2000              | 6,000            | \$2,460.00         |
| 3    | W-006     | Primary Overhead Wire #2                       | 1000        | Feet            | \$0.90           | 1000          | 5260         | \$4,734.00         | Yes      | 1000              | 5260             | \$4,734.00         |
| 4    | U3.754    | 75 KVA 3 ph. Padmount Transformer 277/480v.    | 1           | Each            | \$5,850.00       | 1             | 1            | \$5,850.00         | Yes      | 1                 | 1                | \$5,850.00         |
| 5    | U3.752    | 75 KVA 3 ph. Padmount Transformer 120/208v.    | 1           | Each            | \$5,485.00       | 1             | 1            | \$5,485.00         | Yes      | 1                 | 1                | \$5,485.00         |
| 6    | U3.7504   | 750 KVA 3 ph. Padmount Transformer 277/480v.   | 1           | Each            | \$13,221.65      | 1             | 1            | \$13,221.65        | Yes      | 1                 | 1                | \$13,221.65        |
| 7    | U3.7502   | 750 KVA 3 ph. Padmount Transformer 120/208v.   | 1           | Each            | \$12,840.00      | 1             | 1            | \$12,840.00        | Yes      | 1                 | 1                | \$12,840.00        |
| 8    | U3.5004   | 500 KVA 3 ph. Padmount Transformer 277/480v.   | 1           | Each            | \$16,884.00      | 1             | 1            | \$16,884.00        | Yes      | 1                 | 1                | \$16,884.00        |
| 9    | U3.5002   | 500 KVA 3 ph. Padmount Transformer 120/208v.   | 6           | Each            | \$28,473.00      | 1             | 1            | \$28,473.00        | Yes      | 1                 | 4                | \$113,892.00       |
| 10   | U3.454    | 45 KVA 3 ph. Padmount Transformer 277/480v.    | 1           | Each            | \$17,258.75      | 1             | 1            | \$17,258.75        | Yes      | 1                 | 1                | \$17,258.75        |
| 11   | U3.452    | 45 KVA 3 ph. Padmount Transformer 120/208v.    | 0           | Each            | \$5,145.00       | 1             | 1            | \$5,145.00         | Yes      | 1                 | 1                | \$5,145.00         |
| 12   | U3.3004   | 300 KVA 3 ph. Padmount Transformer 277/480v.   | 1           | Each            | \$7,367.67       | 1             | 1            | \$7,367.67         | Yes      | 1                 | 1                | \$7,367.67         |
| 13   | U3.3002   | 300 KVA 3 ph. Padmount Transformer 120/208v.   | 8           | Each            | \$20,163.00      | 3             | 5            | \$100,815.00       | Yes      | 1                 | 5                | \$100,815.00       |
| 14   | U3.2252   | 225 KVA 3 ph. Padmount Transformer 120/208v.   | 1           | Each            | \$18,006.00      | 3             | 5            | \$90,030.00        | Yes      | 1                 | 5                | \$90,030.00        |
| 15   | U3.2250   | 225 KVA 3 ph. Padmount Transformer 277/480v.   | 1           | Each            | \$7,320.00       | 1             | 1            | \$7,320.00         | Yes      | 1                 | 1                | \$7,320.00         |
| 16   | U3.1504   | 150 KVA 3 ph. Padmount Transformer 277/480v.   | 1           | Each            | \$6,215.00       | 1             | 1            | \$6,215.00         | Yes      | 1                 | 1                | \$6,215.00         |
| 17   | U3.1502   | 150 KVA 3 ph. Padmount Transformer 120/208v.   | 0           | Each            | \$15,444.45      | 1             | 2            | \$30,888.90        | Yes      | 1                 | 2                | \$30,888.90        |
| 18   | U3.15004  | 1500 KVA 3 ph. Padmount Transformer 277/480v.  | 1           | Each            | \$20,940.00      | 1             | 1            | \$20,940.00        | Yes      | 1                 | 1                | \$20,940.00        |
| 19   | U3.112.52 | 112.5 KVA 3 ph. Padmount Transformer 120/208v. | 2           | Each            | \$19,042.98      | 1             | 2            | \$38,085.96        | Yes      | 1                 | 2                | \$38,085.96        |
| 20   | U3.10004  | 1000 KVA 3 ph. Padmount Transformer 277/480v.  | 1           | Each            | \$16,050.00      | 1             | 2            | \$32,100.00        | Yes      | 1                 | 1                | \$16,050.00        |
| 21   | U3.10002  | 1000 KVA 3 ph. Padmount Transformer 120/208v.  | 2           | Each            | \$41,495.00      | 1             | 1            | \$41,495.00        | Yes      | 1                 | 1                | \$41,495.00        |
| 22   | U1.75     | 75 KVA Padmount Transformer                    | 7           | Each            | \$4,510.67       | 6             | 15           | \$67,660.05        | Yes      | 6                 | 15               | \$67,660.05        |
| 23   | U1.50     | 50 KVA Padmount Transformer                    | 10          | Each            | \$3,371.94       | 6             | 15           | \$50,579.10        | Yes      | 6                 | 15               | \$50,579.10        |
| 24   | U1.333    | 333 KVA Padmount Transformer                   | 2           | Each            | \$9,062.00       | 2             | 1            | \$9,062.00         | Yes      | 2                 | 2                | \$18,124.00        |
| 25   | U1.250    | 250 KVA Padmount Transformer                   | 1           | Each            | \$6,624.69       | 2             | 1            | \$6,624.69         | Yes      | 2                 | 2                | \$13,249.38        |
| 26   | U1.25     | 25 KVA Padmount Transformer                    | 7           | Each            | \$2,965.34       | 5             | 10           | \$29,653.40        | Yes      | 5                 | 10               | \$29,653.40        |
| 27   | U1.167    | 167 KVA Padmount Transformer                   | 5           | Each            | \$8,588.24       | 6             | 10           | \$85,882.40        | Yes      | 5                 | 10               | \$85,882.40        |
| 28   | U1.15.480 | 15 KVA Padmount Transformer 480                | 1           | Each            | \$14,190.00      | 1             | 1            | \$14,190.00        | Yes      | 1                 | 1                | \$14,190.00        |
| 29   | U1.15     | 15 KVA Padmount Transformer                    | 5           | Each            | \$1,659.00       | 1             | 2            | \$3,318.00         | Yes      | 1                 | 2                | \$3,318.00         |
| 30   | U1.100    | 100 KVA Padmount Transformer                   | 9           | Each            | \$4,387.80       | 6             | 15           | \$65,817.00        | Yes      | 6                 | 15               | \$65,817.00        |
| 31   | TP-001    | Transformer Pad                                | 3           | Each            | \$399.41         | 10            | 30           | \$11,982.30        | Yes      | 10                | 30               | \$11,982.30        |
| 32   | SP-001    | Secondary Pedestal (Pencell)                   | 18          | Each            | \$505.42         | 12            | 36           | \$18,195.12        | Yes      | 15                | 36               | \$18,195.12        |
| 33   | SL-016    | St. Light Pole Fiberglass (40')                | 5           | Each            | \$1,815.00       | 5             | 20           | \$36,300.00        | Yes      | 5                 | 20               | \$36,300.00        |
| 34   | SL-015    | St. Light Pole Fiberglass (35')                | 9           | Each            | \$913.00         | 5             | 20           | \$18,260.00        | Yes      | 5                 | 20               | \$18,260.00        |
| 35   | S3.600    | 600 Amp 3-Phase Cabinet                        | 4           | Each            | \$3,460.00       | 2             | 3            | \$10,380.00        | Yes      | 2                 | 3                | \$10,380.00        |
| 36   | S3.200    | 200 Amp 3 - Phase Cabinet                      | 9           | Each            | \$3,557.50       | 5             | 10           | \$35,575.00        | Yes      | 5                 | 10               | \$35,575.00        |
| 37   | S1.200    | 200 Amp 1 - Phase Cabinet                      | 3           | Each            | \$1,692.00       | 5             | 10           | \$16,920.00        | Yes      | 5                 | 10               | \$16,920.00        |
| 38   | PTB-001   | Transformer Blocks Polaris UG                  | 25          | Each            | \$365.10         | 15            | 30           | \$10,953.00        | Yes      | 15                | 30               | \$10,953.00        |
| 39   | PSC-001   | Padmount Switchgear Cab 600 Amp                | 1           | Each            | \$4,850.00       | 0             | 1            | \$4,850.00         | Yes      | 0                 | 1                | \$4,850.00         |
| 40   | PP-70     | 70 ft. Class 1 Pole                            | 1           | Each            | \$1,973.00       | 1             | 1            | \$1,973.00         | Yes      | 1                 | 1                | \$1,973.00         |
| 41   | PP-602    | 60 ft. Class 2 Pole                            | 2           | Each            | \$875.00         | 5             | 5            | \$4,375.00         | Yes      | 5                 | 35               | \$30,625.00        |
| 42   | PP-601    | 60 ft. Class 1 Pole                            | 4           | Each            | \$1,171.00       | 5             | 5            | \$5,855.00         | Yes      | 5                 | 35               | \$40,985.00        |
| 43   | PP-55     | 55 ft. Class 2 Pole                            | 23          | Each            | \$860.00         | 5             | 25           | \$21,500.00        | Yes      | 5                 | 35               | \$30,100.00        |

### Electric Distribution Critical Inventory List

| ITEM         | Part ID  | Description                         | Qty On Hand | Unit of Measure | Avg Cost On Hand | Reorder Point | Reorder Qty. | New Inventory Cost    | Critical | Old Reorder Point | Old Reorder Qty. | Old Inventory Cost    |
|--------------|----------|-------------------------------------|-------------|-----------------|------------------|---------------|--------------|-----------------------|----------|-------------------|------------------|-----------------------|
| 44           | PP-50-3  | 50 ft Class 3 pole                  | 0           | Each            | \$505.30         | 5             | 25           | \$12,632.50           | Yes      | 5                 | 35               | \$17,685.50           |
| 45           | PP-50    | 50 ft. Class 2 Pole                 | 24          | Each            | \$1,276.25       | 5             | 25           | \$31,906.25           | Yes      | 5                 | 35               | \$44,668.75           |
| 46           | PP-45    | 45 ft. Class 3 Pole                 | 15          | Each            | \$1,100.00       | 5             | 25           | \$27,500.00           | Yes      | 5                 | 35               | \$38,500.00           |
| 47           | PP-40    | 40 ft. Class 3 Pole                 | 14          | Each            | \$345.00         | 5             | 10           | \$3,450.00            | Yes      | 5                 | 35               | \$12,075.00           |
| 48           | PP-35    | 35 ft. Class 4 Pole                 | 11          | Each            | \$242.00         | 5             | 10           | \$2,420.00            | Yes      | 5                 | 35               | \$8,470.00            |
| 49           | PP-30    | 30 ft. Class 4 Pole                 | 2           | Each            | \$187.50         | 5             | 10           | \$1,875.00            | Yes      | 5                 | 35               | \$6,562.50            |
| 50           | P-75-480 | 75 KVA Overhead Transformer 480     | 1           | Each            | \$1,476.00       | 1             | 2            | \$2,952.00            | Yes      | 1                 | 2                | \$2,952.00            |
| 51           | P-75     | 75 KVA Overhead Transformer         | 4           | Each            | \$1,675.00       | 1             | 2            | \$3,350.00            | Yes      | 1                 | 2                | \$3,350.00            |
| 52           | P-50-480 | 50 KVA Overhead Transformer 480     | 4           | Each            | \$1,350.00       | 1             | 2            | \$2,700.00            | Yes      | 1                 | 2                | \$2,700.00            |
| 53           | P-50     | 50 KVA Overhead Transformer         | 4           | Each            | \$1,929.86       | 1             | 3            | \$5,789.58            | Yes      | 1                 | 3                | \$5,789.58            |
| 54           | P-37.5   | 37.5 KVA Overhead Transformer       | 3           | Each            | \$946.00         | 1             | 3            | \$2,838.00            | Yes      | 1                 | 3                | \$2,838.00            |
| 55           | P-250    | 250 KVA Overhead Transformer        | 1           | Each            | \$5,258.00       | 1             | 2            | \$10,516.00           | Yes      | 1                 | 2                | \$10,516.00           |
| 56           | P-25     | 25 KVA Overhead Transformer         | 3           | Each            | \$1,214.80       | 1             | 3            | \$3,644.40            | Yes      | 1                 | 3                | \$3,644.40            |
| 57           | P-167    | 167 KVA Overhead Transformer        | 3           | Each            | \$3,170.00       | 1             | 2            | \$6,340.00            | Yes      | 1                 | 2                | \$6,340.00            |
| 58           | P-15     | 15 KVA Overhead Transformer         | 1           | Each            | \$944.30         | 1             | 3            | \$2,832.90            | Yes      | 1                 | 3                | \$2,832.90            |
| 59           | P-10     | 10 KVA Overhead Transformer         | 1           | Each            | \$1,003.08       | 1             | 3            | \$3,009.24            | Yes      | 1                 | 2                | \$2,006.16            |
| 60           | HSW-001  | House Service Wire 1/0 Brenau       | 0           | Feet            | \$2.06           | 1000          | 5000         | \$10,300.00           | Yes      |                   |                  |                       |
| 61           | HA-001   | Aluminum St. Light Pole Hapco (14') | 3           | Each            | \$435.00         | 2             | 5            | \$2,175.00            | Yes      | 0                 | 2                | \$870.00              |
| 62           | FC-3 600 | 3 - Phase Fuse Cabinet 600 Amp      | 1           | Each            | \$20,893.00      | 1             | 2            | \$41,786.00           | Yes      | 0                 | 5                | \$104,465.00          |
| 63           | FC-3 200 | 3 - Phase Fuse Cabinet 200 Amp      | 5           | Each            | \$21,071.91      | 1             | 2            | \$42,143.82           | Yes      | 2                 | 3                | \$63,215.73           |
| 64           | FC-1 200 | 1 - Phase Fuse Cabinet 200 Amp      | 1           | Each            | \$8,262.95       | 1             | 2            | \$16,525.90           | Yes      | 5                 | 20               | \$165,259.00          |
| 65           | EM-008   | Residential Meter 2s                | 763         | Each            | \$210.56         | 100           | 200          | \$42,112.00           | Yes      | 100               | 200              | \$42,112.00           |
| 66           | EM-007   | Aclara kV2c EPS Form 45s 20         | 3           | Each            | \$317.67         | 1             | 4            | \$1,270.68            | Yes      | 1                 | 4                | \$1,270.68            |
| 67           | EM-006   | Aclara kV2c EPS 16s 200             | 6           | Each            | \$365.23         | 4             | 8            | \$2,921.84            | Yes      | 4                 | 8                | \$2,921.84            |
| 68           | EM-005   | Aclara kV2c EPS Form 9s 20          | 9           | Each            | \$379.58         | 4             | 8            | \$3,036.67            | Yes      | 4                 | 8                | \$3,036.67            |
| 69           | EM-004   | Aclara kV2c EPS from 2s 200         | 4           | Each            | \$246.67         | 1             | 4            | \$986.68              | Yes      | 1                 | 4                | \$986.68              |
| 70           | EM-003   | Aclara I210+cn Form 12s 200         | 216         | Each            | \$264.51         | 100           | 300          | \$79,353.00           | Yes      | 100               | 300              | \$79,353.00           |
| 71           | EM-002   | Aclara I2010+c Form 4s 20           | 4           | Each            | \$168.69         | 2             | 4            | \$674.76              | Yes      | 2                 | 4                | \$674.76              |
| 72           | EM-001   | Aclara I210+c Form 2s 320           | 1           | Each            | \$168.69         | 1             | 4            | \$674.76              | Yes      | 1                 | 4                | \$674.76              |
| 73           | elec0344 | 3" PVC Conduit                      | 10          | Feet            | \$2.48           | 500           | 2000         | \$4,960.00            | Yes      | 500               | 2000             | \$4,960.00            |
| 74           | elec0339 | 4" PVC Conduit                      | 790         | Feet            | \$8.76           | 500           | 1000         | \$8,760.00            | Yes      | 500               | 1000             | \$8,760.00            |
| 75           | elec0338 | 2" PVC Conduit                      | 66          | Feet            | \$3.63           | 500           | 2800         | \$10,156.44           | Yes      | 500               | 2800             | \$10,156.44           |
| 76           | E1-003   | 4/0 Elbows                          | 53          | Each            | \$35.58          | 50            | 200          | \$7,116.00            | Yes      |                   |                  |                       |
| 77           | E1-001   | 1/0 Elbows                          | 103         | Each            | \$80.96          | 50            | 200          | \$16,192.00           | Yes      |                   |                  |                       |
| 78           | C-0492   | 750 CU Parallel Primary Cable       | 471         | Feet            | \$50.94          | 400           | 3600         | \$183,384.00          | Yes      | 1000              | 1000             | \$50,350.00           |
| 79           | C-007    | Primary Cable 1/0                   | 7395        | Feet            | \$3.28           | 2500          | 5000         | \$16,408.50           | Yes      | 2500              | 5000             | \$16,408.50           |
| 80           | C-004    | Paralleled Primary Cable 4/0        | 1594        | Feet            | \$12.67          | 2000          | 6000         | \$76,020.00           | Yes      | 1000              | 1000             | \$12,670.00           |
| 81           | C-003    | 4/0 Secondary Cable                 | 1230        | Feet            | \$10.70          | 1000          | 6000         | \$64,200.00           | Yes      |                   |                  |                       |
| 82           | C-001    | 1/0 Paralleled Primary cable        | 2300        | Feet            | \$8.51           | 2000          | 6000         | \$51,060.00           | Yes      | 2500              | 5000             | \$42,550.00           |
| <b>TOTAL</b> |          |                                     |             |                 |                  |               |              | <b>\$1,837,527.92</b> |          |                   | <b>TOTAL</b>     | <b>\$1,968,215.54</b> |

**Total inventory cost difference \$ (130,687.62)**



# QUOTE

4600 Kansas Ave.  
Kansas City, KS 66106

Phone: (913) 202-6945  
Fax: (913) 281-7767

|            |                      |             |
|------------|----------------------|-------------|
| ORDERED BY | QUOTE DATE           | QUOTE NO.   |
|            | 03/29/24             | 6004798-00  |
| P.O. DATE  | P.O. NUMBER          | PAGE NO.    |
| 03/29/24   | 750 Class Wire Quote | 1 of 1      |
| SALES REP  | TAKEN BY             | FREIGHT OUT |
| CMYM       | CANL                 | NO          |



CUST #: 289

BILL TO: GARDNER CITY OF  
PUBLIC WORKS DEPT.  
1150 E SANTA FE ST  
GARDNER, KS 66030

SHIP TO: GARDNER CITY OF  
PUBLIC WORKS DEPT.  
1150 E SANTA FE ST  
GARDNER, KS 66030

| INSTRUCTIONS | SHIP POINT         | VIA      | SHIPPED | TERMS  |
|--------------|--------------------|----------|---------|--------|
|              | Anixter - cKc/3442 | Best Way |         | Net 30 |

| LINE NO.      | PRODUCT AND DESCRIPTION  | ORDERED | BO                | SHIPPED | UM | PRICE |               | NET AMOUNT |
|---------------|--|---------|-------------------|---------|----|-------|---------------|------------|
| 1             | 140-23-9096<br>1/C 750 CLASS B COPPER C-RD LINEAR -SS- 220<br>Lead time: 2-3 weeks | 3600    |                   | 3600    | EA | 35.34 |               | 127224.00  |
| 1 Lines Total |  |         | Qty Shipped Total | 3600    |    |       | Total         | 127224.00  |
|               |  |         |                   |         |    |       | Taxes         | 12054.47   |
|               |  |         |                   |         |    |       | Invoice Total | 139278.47  |

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at [www.anixter.com/termsandconditions](http://www.anixter.com/termsandconditions). Product safety data sheets may be found on the same website. Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up.

**COUNCIL ACTION FORM**

**CONSENT AGENDA ITEM NO. 7**

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** TODD WINTERS, MAYOR

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**Agenda Item:** Consider an appointment to the Utility Advisory Commission

**Strategic Priority:** Quality of Life  
Infrastructure and Asset Management

**Department:** Administration

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**Staff Recommendation:**

Consider appointing Robin Berg to the Utility Advisory Commission with a term expiring January 2027.

**Background/Description of Item:**

The Utility Advisory Commission had a vacancy after a former member was removed on March 18, 2024, and had an unexpired term. The interview committee recommends appointing Robin Berg to serve on the Utility Advisory commission with a term expiring January 2027.

**Suggested Motion:**

Appoint Robin Berg to serve on the Utility Advisory Commission with a term expiring January 2027

# COUNCIL ACTION FORM COMMITTEE RECOMMENDATION ITEM NO. 1

**MEETING DATE:** APRIL 15, 2024

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

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**Agenda Item:** Consider adopting ordinance approving a rezoning from ACP-2 (Activity Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District; for potential commercial development of 1.44 acres located at the northeast corner of S Gardner Rd and W 187<sup>th</sup> Terrace

**Strategic Priority:** Economic Development; Asset and Infrastructure Management

**Department:** Community Development

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## **Planning Commission Action/Recommendation:**

After review of application 24-304-01 a rezoning for 1.44 acres located at the northeast corner of S Gardner Rd and W 187<sup>th</sup> Terrace, from ACP-2 to ACP-2 and associated revised Preliminary Development Plan for Plaza South Lot 3, and staff report dated March 20, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed.

## **Staff Recommendation:**

Staff recommends approval of application 24-304-01, Rezoning and associated Preliminary Development Plan for Taco Bell in the recommended motion.

## **Background/Description of Item:**

This property is part of the Plaza South preliminary development plan approved in March 2019. The rezoning and associated preliminary development plan were recommended for approval by the Planning Commission at their March 26, 2019, meeting. The Governing Body considered the rezoning and preliminary development plan applications at their April 15, 2019, meeting, and approved Ordinance 2612 rezoning the property from C-2 (General Business) District to ACP-2 (Activity Center Planned General Business) District and associated preliminary development plan.

## **Financial Impact:**

None

## **Other Impacts:**

None

## **Attachments included:**

- Ordinance 2798
- Planning Commission Meeting Minutes
- Planning Commission Electronic Packet

## **Suggested Motion:**

Accept the recommendation of the Planning Commission and approve Ordinance No. 2798, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

**ORDINANCE NO. 2798**

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF GARDNER, KANSAS, UNDER THE AUTHORITY GRANTED BY TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS;**

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

**SECTION ONE:** That having received a recommendation from the Planning Commission on March 25, 2024, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located at the northeast corner of S Gardner Road and 187<sup>th</sup> Terrace shall hereafter have a zoning classification of ACP-2 (Activity Center Planned General Business) District.

**CASE NO. 24-304-01**

Rezoning from ACP-2 (Activity Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District:

**Legal Description:**

All that part of the Southwest Quarter of Section 36, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Lot 3, Plaza South Subdivision, containing 1.44 acres, more or less.

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

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

PASSED by the Governing Body this 15<sup>th</sup> day of April, 2024.

SIGNED by the Mayor this 15<sup>th</sup> day of April, 2024.

CITY OF GARDNER, KANSAS

(SEAL)

\_\_\_\_\_  
Todd Winters, Mayor

Attest:

\_\_\_\_\_  
Renee Rich, City Clerk

Approved as to form:

\_\_\_\_\_  
Ryan B. Denk, City Attorney

(Case No. 24-304-01)

## Regular Agenda

1. Plaza South Lot 3 Taco Bell 24-304-01 Rezoning, Preliminary Development Plan & Final development Plan (Public Hearing) – Located at the northeast corner of W 187<sup>th</sup> Terrace and S Gardner Rd.

### Staff Presentation

Robert Case, Principal Planner presented the information in the staff report for the Plaza South Lot 3 Taco Bell requesting to develop a 2,200 square foot site with 2 access drives. In 2019, the property was rezoned with an associated development plan and platted as part of the original Plaza South development. The 2019 PDP proposed a fast food restaurant for this site with two access drives onto Vivian Street. This lot is currently zoned ACP-2 and is surrounded by ACP-2 zoning to the north, east, and south and CP-2 to the West. . The revised preliminary development plan proposal is for a 2,200 square foot and a 1,047 square foot fast food restaurants. Access to the site are from two private drives; 187th Terrace and Vivian Street off of Gardner Road. The final development plan is only for the 2,200 square foot taco bell site but will include the construction of both 187th Terrace and Vivian Street access drives.

The preliminary and final development plans meet all of the code standards, with the exception of the requested deviation. 3 deviations requested

Deviation #1 is a request to reduce the width of the foundation planting from 8' to 4'; they have provided additional landscape around the west and south sides of the building to help shield traffic.

Deviation request #2 is to allow a drive-thru facing Gardner Road. Again, they have provided additional landscape along the frontage to protect lights from vehicles within the drive-thru lane.

Deviation #3 is reduce the required transparency along street facing facades (east and south facades, they actually meet the standards along the west side).

Because of the building facing 3 street the staff understands the difficulty of meeting the LDC transparency standards. The developer has added additional landscape and architectural features to help establish a relationship of the building to the public realm along the east and south sides of the building.

The staff recommends approval of all the deviation requests.

### Applicant Presentation

Melissa Vancrum 5250 W. 116th place along with Andy Seemiller 4700 Belleview Ave from First Street Development were available to answer questions. Melissa thanked the staff for guidance and assistance in finalizing the applications. They are seeking approval of a Preliminary and a Final Development Plan. Melissa went over the deviations of windows and landscape.

### Public Hearing

Chair Ham opened the public hearing and asked if anyone wished to speak on the matter. No one from the audience approached the podium.

### Motion made to close the public hearing.

Motion: Commissioner Cooper

Second: Commissioner Combs

Motion carries unanimously 7-0

## Commission Discussion

Commissioner Cooper asked about the two private entrances 187th Terr. and Vivian.

Director Knopick answered with it is just an internal drive into the development itself and the drive through is along 187th Terr.

Commissioner Cooper then asked about bushes and headlight height.

Patrick Reuter with Clover Architects answered they are 3 feet in height and which is standard in blocking headlights. The landscape is Junipers they stay green all year round.

Commissioner Jueneman asked staff if they had issues splitting the lot into 3A and 3B

Mr. Knopick answered that staff had significant discussing with applicant and gone through several site concepts before they we comfortable.

Commissioner Meder asked staff if the re zoning is due to the lot split.

Mr. Knopick answered the lot split is considered to a significant change from the previous approved preliminary plan and revising it includes the rezoning.

Commissioner Meder had concerns about the parking requirements being met.

Mellissa answered that there are 34 interior seats and 12 outdoor seats and they do not expect to be at full capacity at any given time.

Commissioner Meder asked if a semi was used for the truck turning templet.

Patrick Reuter answered that a 20 foot truck was used and would make deliveries and that the site was not designed for a semi.

Commissioner Combs had a question for staff about openness to deviation for someone trying to fit into lot 3B.

Mr. Knopick answered that the use would have to be similar to what is shown on the lot 3B development plan but that any future development on lot 3B is entitled to the review process.

Commissioner Jueneman asked to confirm that the Taco Bell franchise has corporate approval for this site.

Andy confirmed that they have permission from corporate to build.

## Motion: Rezoning and Associated Preliminary Development Plan

**After review of application 24-304-01 a rezoning for 1.44 acres located at the northeast corner of S Gardner Rd and W 187<sup>th</sup> Terr, from ACP-2 to ACP-2 and associated revised Preliminary Development Plan for Plaza South Lot 3, and staff report dated March 20, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed.**

Motion: Commissioner Meder

Second: Commissioner Souza

Motion carries unanimously 7-0

### **Motion: Final Development Plan**

After review of application 24-304-01 Final Development Plan for Taco Bell, and staff report dated March 20, 2024, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Governing Body approval of application 24-304-01 rezoning and associated Preliminary Development Plan for Plaza South Lot 3;**
2. **The construction plans for any utilities, infrastructure, storm water or other public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the issuance of a building permit;**
3. **Approval of the deviations as presented in the staff report; and**
4. **Submission and approval of an administrative plat.**

Motion: Commissioner Jueneman

Second: Commissioner Cooper

Motion carries unanimously 7-0

Recording of this meeting can be found here:  
<https://www.youtube.com/watch?v=85Jv7BgsFU8>

DRAFT



**Context:**

**Background/History**

This property is part of the Plaza South preliminary development plan approved in March 2019. The rezoning and associated preliminary development plan were recommended for approval by the Planning Commission at their March 26, 2019 meeting. The Governing Body considered the rezoning and preliminary development plan applications at their April 15, 2019 meeting, and approved Ordinance 2612 rezoning the property from C-2 (General Business) District to ACP-2 (Activity Center Planned General Business) District and associated preliminary development plan.

**Surrounding Zoning and Land Use**

| Zoning  | Use(s)                  |
|---|-------------------------|
| <b>North of Subject Property</b>                          |                         |
| ACP-2 (Activity Center Planned General Business) District | Carwash                 |
| <b>East of Subject Property</b>                           |                         |
| ACP-2 (Activity Center Planned General Business) District | Indoor Storage Facility |
| <b>South of Subject Property</b>                          |                         |
| ACP-2 (Activity Center Planned General Business) District | Bank                    |
| <b>West of Subject Property</b>                           |                         |
| CP-2 (Planned General Business) District                  | Retail – Bomgaars Store |

**Utilities / Infrastructure**

All utilities are located on the site, there is a storm drainage easement on the western portion of the property.

**Roadway Network & Vehicular Access**

The site will be accessed from private roads, 187<sup>th</sup> Terrace and Vivian Street.

**Sidewalks**

An existing 10' wide trail is located along the west side of the property along Gardner Road. Sidewalks along 187<sup>th</sup> Terrace and Vivian Street will be extended as part of this project.

**Review Criteria**

**Zoning Map Amendment (LDC Section 17.03.030 B.)**

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;
2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;
3. The suitability of the subject property for the uses to which it has been restricted;

4. The extent to which removal of the restrictions will detrimentally affect nearby property;
5. The length of time the subject property has remained vacant as zoned;
6. The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;
7. The recommendations of professional staff;
8. The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;
9. The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity; and
10. Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.

### **Preliminary Development Plan (LDC Section 17.03.040 C.)**

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

### **Final Development Plan (LDC Section 17.03.040 C.)**

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

## **Staff Findings**

The *City of Gardner Comprehensive Plan* and the *I-35 & Gardner Road Interchange Subarea Plan* identifies the properties for Regional Commercial future land uses. This use group provides for goods and services that may attract users from the greater metropolitan area. These uses are generally on

larger parcels and are best located near interstates and major arterial roads. This site is within a half mile of the I-35 and Gardner Road interchange and along S. Gardner Road which is an arterial street. The proposed use, Small Commercial Pad Site, is for a fast food restaurant that is consistent with the Comprehensive Plan.

The plan meets all the code standards, with the exception of the requested deviations outlined below.

## Deviations

### 1. 17.08.030 (A.) Site and Landscape Standards

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

**Proposed:** Relocate required plantings on site.

**Applicant Response:** *We have provided all the required plantings on site and have relocated them to provide screening for the headlights from vehicles in the drive thru. With the patios on the street side of the building foundation plantings would not be practical.*

**Staff Comment:** *Staff feels that by relocating some of the required landscape materials to shield traffic along Gardner Road is a good compromise. Staff recommends approval of the deviation.*

### 2. 17.09.040 (E.3) Food and Beverage – Accessory Drive-Through

**Standard:** No street facing drive-through service window.

**Proposed:** Provide service window on south side of building adjacent to 187<sup>th</sup> Terrace.

**Applicant Response:** *Landscape screening has been provided to screen from 187<sup>th</sup> Terrace. Also, the development on the south side of 187<sup>th</sup> Terrace is commercial and such is not a sensitive land use.*

**Staff Comment:** *Compliance with the standard is not practical due to the franchise specific design of the building. Having the drive thru service window facing south toward 187<sup>th</sup> Terrace was based on the site access locations and drive through stacking requirements and circulation. The landscaping row along the west side of the site should mitigate impacts from having vehicle stacking parallel to perpendicular to Gardner Road. Staff recommends approval of the deviation.*

### 3. 17.07.040 General Commercial Transparency

**Standard:** Provide 50%-80% minimum on street-facing facades.

**Proposed:** 10% glazing around the entire building.

**Applicant Response:** *Due to kitchen design and operational requirements, we are not able to meet the transparency requirements, we added additional glazing on the south façade prior to the initial submittal. We have added graphics on the facades to add visual interest to make up for the lack of provided glazing percentage.*

**Staff Comment:** *Staff understands the difficulty of meeting the LDC transparency requirements, especially on a structure that has 3 street facing facades. Along with the design of the building that requires a drive-thru window to allow for a positive traffic flow throughout the site. With the additional transparency along the Gardner Road façade and decorative elements and enhanced landscape, the Staff recommends approval of the deviation.*

---

## Potential Actions

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

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

## Recommended Motions

### **Rezoning and Associated Preliminary Development Plan**

After review of application 24-304-01 a rezoning for 1.44 acres located at the northeast corner of S Gardner Rd and W 187<sup>th</sup> Terr, from ACP-2 to ACP-2 and associated revised Preliminary Development Plan for Plaza South Lot 3, and staff report dated March 20, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed.

### **Final Development Plan**

After review of application 24-304-01 Final Development Plan for Taco Bell, and staff report dated March 20, 2024, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Governing Body approval of application 24-304-01 rezoning and associated Preliminary Development Plan for Plaza South Lot 3;
2. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
3. Approval of the deviations as presented in the staff report; and
4. Submission and approval of an administrative plat.

## **Attachments**

1. Preliminary and Final Development Plan Packet

# PRELIMINARY DEVELOPMENT PLANS FOR LOT 3 PLAZA SOUTH GARDNER, KANSAS

## UTILITIES

UTILITY CONTACTS  
ELECTRIC SERVICE  
GARDNER ELECTRIC  
1450 E. SANTA FE  
GARDNER, KS 65030  
STEVE BALDWIN  
913-643-1901  
bbaldwin@gardnerkansas.gov

SANITARY SEWER AND WATER  
CITY OF GARDNER UTILITIES  
GONZALO GARCIA  
913-856-0990  
ggarcia@gardnerkansas.gov

GAS  
KANSAS GAS SERVICE  
11401 W. 89 TH ST.  
OVERLAND PARK, KS 66214  
DAVID TEEFEY  
913-687-1461  
David.teefey@onegas.com

TELEPHONE  
SPECTRUM  
8221 W. 119 TH ST.  
OVERLAND PARK, KS 66213  
STEVEN BAXTER  
913-643-1901  
stevenbaxter@charter.com

## UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES, FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

## SAFETY NOTICE TO CONTRACTOR

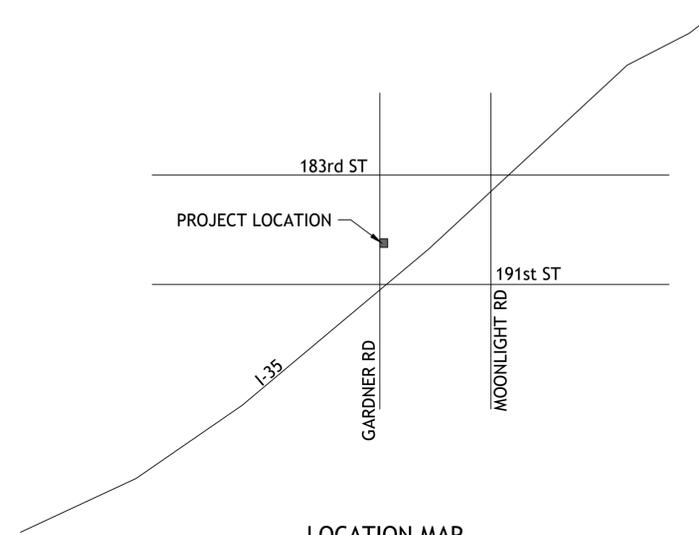
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

## WARRANTY/DISCLAIMER

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER SM ENGINEERING NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE SM ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

## CAUTION- NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.



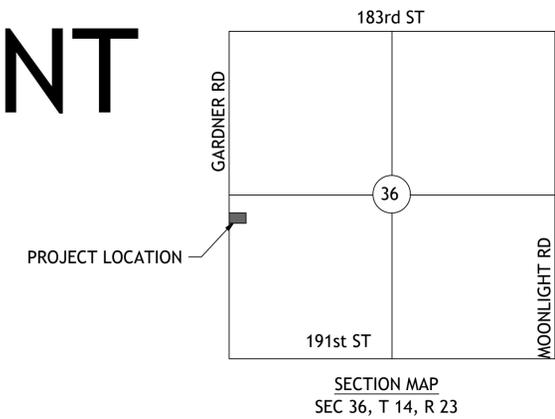
LOCATION MAP

## LEGAL DESCRIPTION

TRACT 1:  
LOT 3, PLAZA SOUTH, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.  
TRACT 2:  
PERMANENT ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND CROSS TRAFFIC GRANTED TO THE OWNERS AND OCCUPANTS AND THEIR GUESTS, AS PROVIDED BY THE PLAT OF PLAZA SOUTH, FILED IN BOOK 202003, PAGE 002888. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.  
TRACT 3:  
A PERPETUAL, NON-EXCLUSIVE CROSS-EASEMENT AND RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS OVER AND ACROSS THE PRIVATE STREETS AND SIDEWALKS AS PROVIDED IN THE INSTRUMENT LABELED "PRIVATE STREET ACCESS, MAINTENANCE, AND DEVELOPMENT AGREEMENT" FILED IN BOOK 201908, PAGE 001884. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT



**Kansas One Call**  
8100 E 22nd St. N  
Bldg 2300 Wichita, KS 67226  
1.800.DIG SAFE or 811



## INDEX OF SHEETS

C-1 COVER SHEET  
C-2 EXISTING CONDITIONS  
C-3 PROPERTY OWNERS  
C-4 SITE PLAN  
C-5 UTILITY PLAN  
C-6 GRADING PLAN  
C-7 TRUCK MOVEMENTS  
L-1 LANDSCAPE PLAN

## DEVELOPER

FIRST STREET DEVELOPMENT  
4700 BELLAVIEW AVE SUITE 415  
KANSAS CITY, MO 64112  
314-566-8026  
andy@firststreetdev.com

## OWNER

PLAZA SOUTH DEVELOPMENT, LLC  
20900 SOUTH WOODEND RD  
SPRINGHILL, KS 66083  
913-915-7852  
tsvtom@hotmail.com

## ENGINEER

SM ENGINEERING  
5507 HIGH MEADOW CIRCLE  
MANHATTAN KANSAS, 66503  
SMCIVILENGR@GMAIL.COM  
785.341.9747

## SURVEYOR

BEYOND SURVEYING  
29390 W 119th Street, Olathe, KS 66061  
Office: 913-717-8538  
www.beyondsurveying.com

*Samuel D. Malinowsky*  
2-22-24

SAMUEL D. MALINOWSKY  
PROFESSIONAL ENGINEER

SM Engineering

*SME*

5507 High Meadow Circle  
Manhattan Kansas, 66503  
smcivilengr@gmail.com  
785.341.9747

Drawings and/or Specifications are original proprietary work and property of the Engineer and intended specifically for this project. Use of items contained herein without consent of the Engineer is prohibited. Drawings illustrate best information available to the Engineer. Field verification of actual elements, conditions, and dimensions is required.

Revisions  
2-22-24 CITY COMMENTS

LOT 3 PLAZA  
SOUTH  
GARDNER, KS

s h e e t

C1.0

Civil  
CONCEPT HH

permit  
5 FEBRUARY 2024

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Revisions  
2-22-24 CITY COMMENTS

LOT 3 PLAZA  
SOUTH  
GARDNER, KS

sheet

C3.0  
Civil

SURROUNDING  
PROPERTY OWNERS  
5 FEBRUARY 2024

ALLEN, MARY BARBARA TRUST  
ZONING ACP-2

ASPEN CREEK HOMES ASSOCIATION  
ZONING R-1

AUTOSOAK LLC  
ZONING ACP-2

PLAZA SOUTH DEVELOPERS LLC  
ZONING ACP-2

SS REALTY LP  
ZONING CP-2

PLAZA SOUTH DEVELOPERS LLC  
ZONING ACP-2

GARDNER LAND CONCEPTS LLC  
ZONING CP-2 RP-5

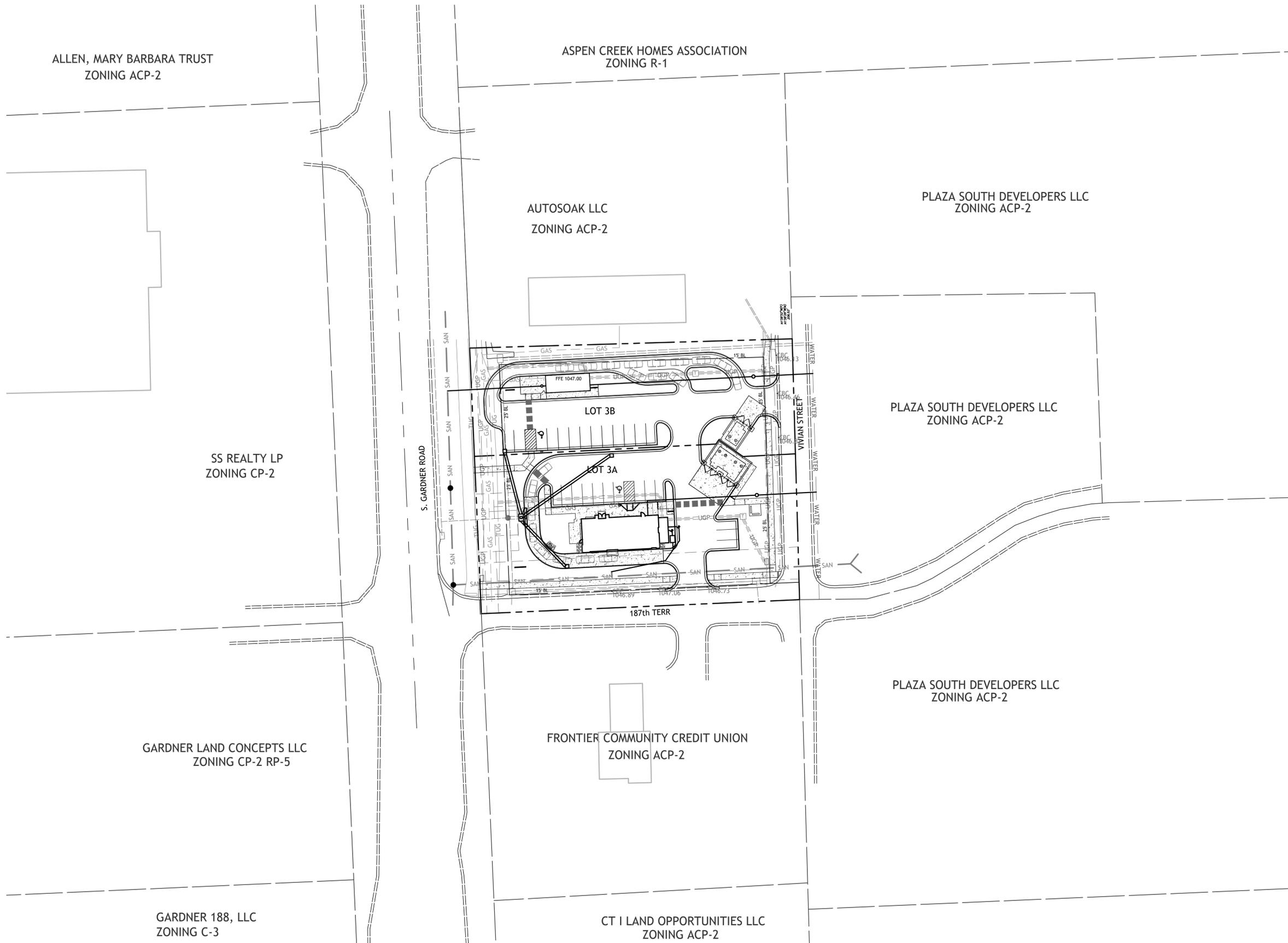
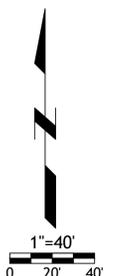
FRONTIER COMMUNITY CREDIT UNION  
ZONING ACP-2

PLAZA SOUTH DEVELOPERS LLC  
ZONING ACP-2

GARDNER 188, LLC  
ZONING C-3

CT I LAND OPPORTUNITIES LLC  
ZONING ACP-2

PHASING  
PHASE 1 LOT 3A 5-1-24  
PHASE 2 LOT 3B 8-1-24



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Revisions  
2-22-24 CITY COMMENTS

LOT 3 PLAZA  
SOUTH  
GARDNER, KS

sheet

L1

Civil  
LANDSCAPE PLAN (GG)  
permit  
5 FEBRUARY 2024

**LANDSCAPE NOTES**

CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN.

Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.

No plant material substitutions are allow without Landscape Architect or Owners approval.

Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.

Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.

Successful landscape contractor shall be responsible for design that complies with minimum irrigation requirements, and installation of an irrigation system. Irrigation system to be approved by the owner before starting any installation.

All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.

Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

All shrub beds within lawn areas to receive a manicured edge.

All shrub beds shall be mulched with 3" of shredded cedar mulch.

All sod areas to be fertilized & sodded with a Turf-Type-Tall Fescue seed blend.

All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.

**LANDSCAPE DATA**

LOT 1

STREET FRONTAGE REQUIRED 1 TREE PER 50'

|            | FRONTAGE | REQUIRED | PROVIDED |
|------------|----------|----------|----------|
| GARDNER RD | 94'      | 2        | 2        |
| VIVAN ST   | 99'      | 2        | 2        |

FOUNDATION PLANTINGS REQUIRED 25% OF FACADE

|            | FRONTAGE | SMALL TREE | SHRUB    |
|------------|----------|------------|----------|
|            |          | 1/40'      | 1/10'    |
|            |          | PROVIDED   | PROVIDED |
| GARDNER RD | 15'      | 1          | 2        |
| VIVAN ST   | 29'      | 1          | 3        |

PARKING AREAS PLANTINGS

|  |   |
|--|---|
| 1 LARGE TREE / 40 PARKING STALLS =             | 1 |
| 1 SHRUB / 5' OF PARKING ALONG FRONTAGE =       | 0 |
| 1 LARGE TREE / 30' OF PARKING ALONG FRONTAGE = | 0 |

**LANDSCAPE DATA**

LOT 2

STREET FRONTAGE REQUIRED 1 TREE PER 50'

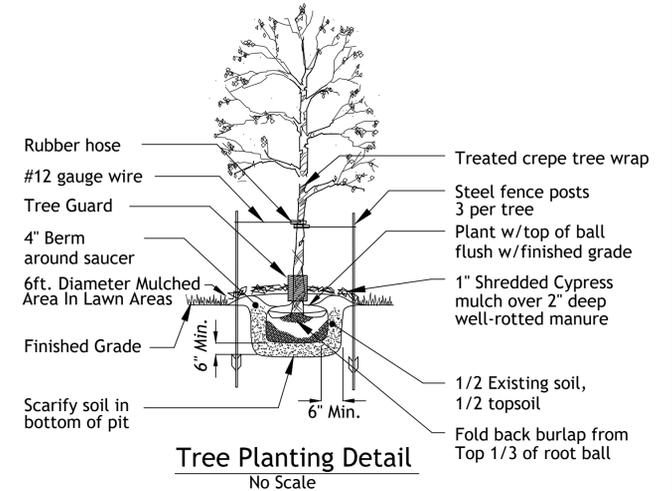
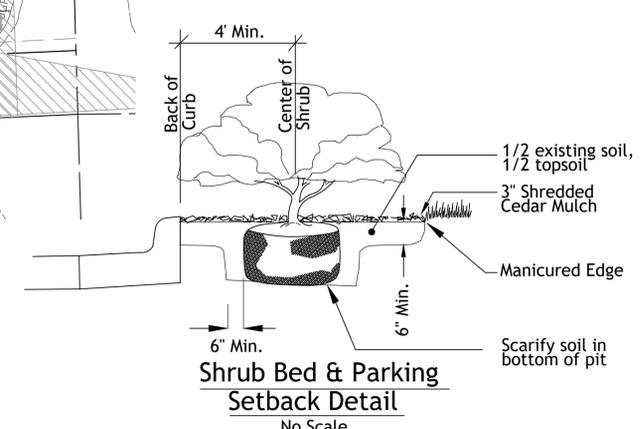
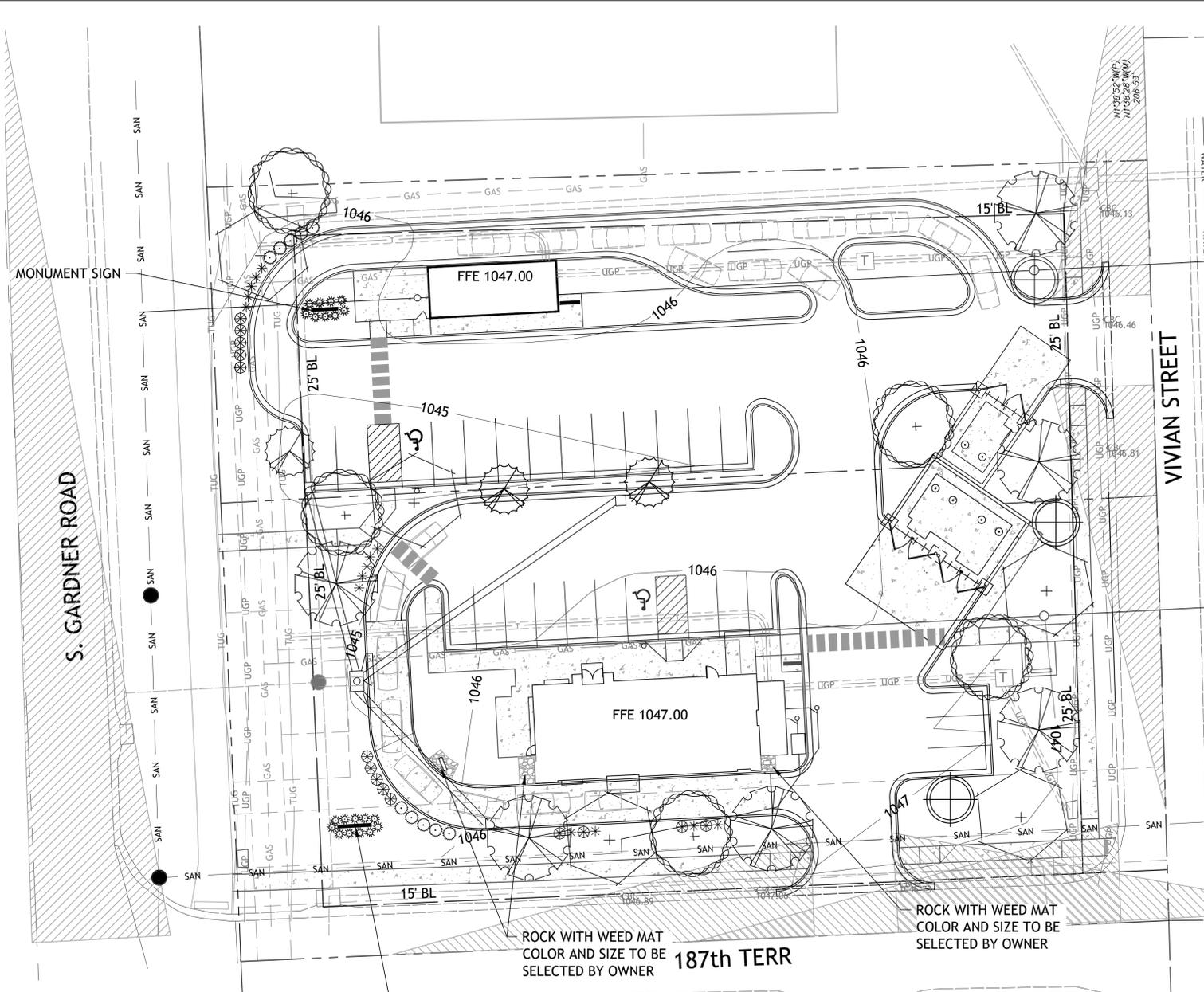
|            | FRONTAGE | REQUIRED | PROVIDED |
|------------|----------|----------|----------|
| GARDNER RD | 120'     | 3        | 3        |
| 87th TERR  | 250'     | 5        | 5        |
| VIVAN ST   | 125'     | 3        | 3        |

FOUNDATION PLANTINGS REQUIRED 25% OF FACADE

|            | FRONTAGE | SMALL TREE | SHRUB    |
|------------|----------|------------|----------|
|            |          | 1/40'      | 1/10'    |
|            |          | PROVIDED   | PROVIDED |
| GARDNER RD | 29'      | 1          | 3        |
| 187th TERR | 67'      | 2          | 8        |
| VIVAN ST   | 29'      | 1          | 3        |

PARKING AREAS PLANTINGS

|   |   |
|---|---|
| 1 LARGE TREE / 40 PARKING STALLS =                | 1 |
| 1 SHRUB / 5' OF PARKING ALONG FRONTAGE (VIVIAN) = | 3 |
| 1 LARGE TREE / 30' OF PARKING ALONG FRONTAGE =    | 0 |



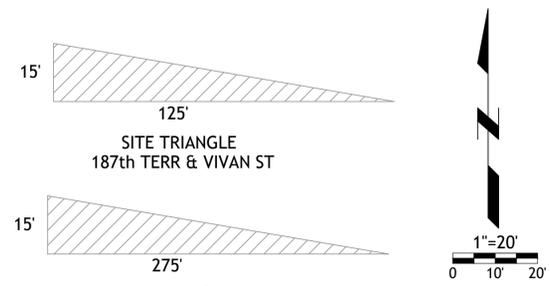
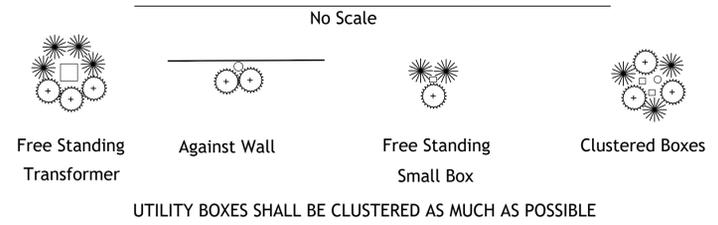
**Shrub List**

| Symbol | Quantity | Common Name                   | Botanical Name                      | Size       | Condition | Spacing |
|--------|----------|-------------------------------|-------------------------------------|------------|-----------|---------|
|        | 10       | Seagreen Juniper              | Juniperus Chinensis 'Seagreen'      | 18"-24"sp. | Cont.     | 4'o.c.  |
|        | 14       | Dwarf Winged Euonymus         | Euonymus Alatus 'Compactus'         | 18"-24"sp. | Cont.     | 4'o.c.  |
|        | 14       | Morning Light Maiden Grass    | Miscanthos Sinensis 'Morning Light' | 3 gal.     | Cont.     | 4'o.c.  |
|        | 20       | Hamlen's Dwarf Fountain Grass | Pennisetum Alopecuroides 'Hameln'   | 3 gal.     | Cont.     | 4'o.c.  |

**Tree List**

| Symbol | Quantity | Common Name           | Botanical Name                  | Size       | Condition | Spacing  |
|--------|----------|-----------------------|---------------------------------|------------|-----------|----------|
|        | 5        | October Glory Maple   | Acer Rubrum 'October Glory'     | 2" cal     | BB        | As Shown |
|        | 6        | Swamp White Oak       | Quercus Bicolor                 | 2" cal     | BB        | As Shown |
|        | 5        | Skyline Honeylocust   | Gleditsia Triacanthos 'Skyline' | 2" cal     | BB        | As Shown |
|        | 3        | Amur Maple            | Acer Ginnala 'Flame'            | 1 1/2" cal | BB        | As Shown |
|        | 3        | Prairiefire Crabapple | Malus Sp. 'Priariefire'         | 1 1/2" cal | BB        | As Shown |

**Typical Utility Box Screening Details**



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Revisions

LOT 3A PLAZA SOUTH  
TACO BELL  
GARDNER, KS

sheet

C3.0

Civil  
SURROUNDING  
PROPERTY OWNERS  
15 MARCH 2024

ALLEN, MARY BARBARA TRUST  
ZONING ACP-2

ASPEN CREEK HOMES ASSOCIATION  
ZONING R-1

AUTOSOAK LLC  
ZONING ACP-2

PLAZA SOUTH DEVELOPERS LLC  
ZONING ACP-2

SS REALTY LP  
ZONING CP-2

PLAZA SOUTH DEVELOPERS LLC  
ZONING ACP-2

GARDNER LAND CONCEPTS LLC  
ZONING CP-2 RP-5

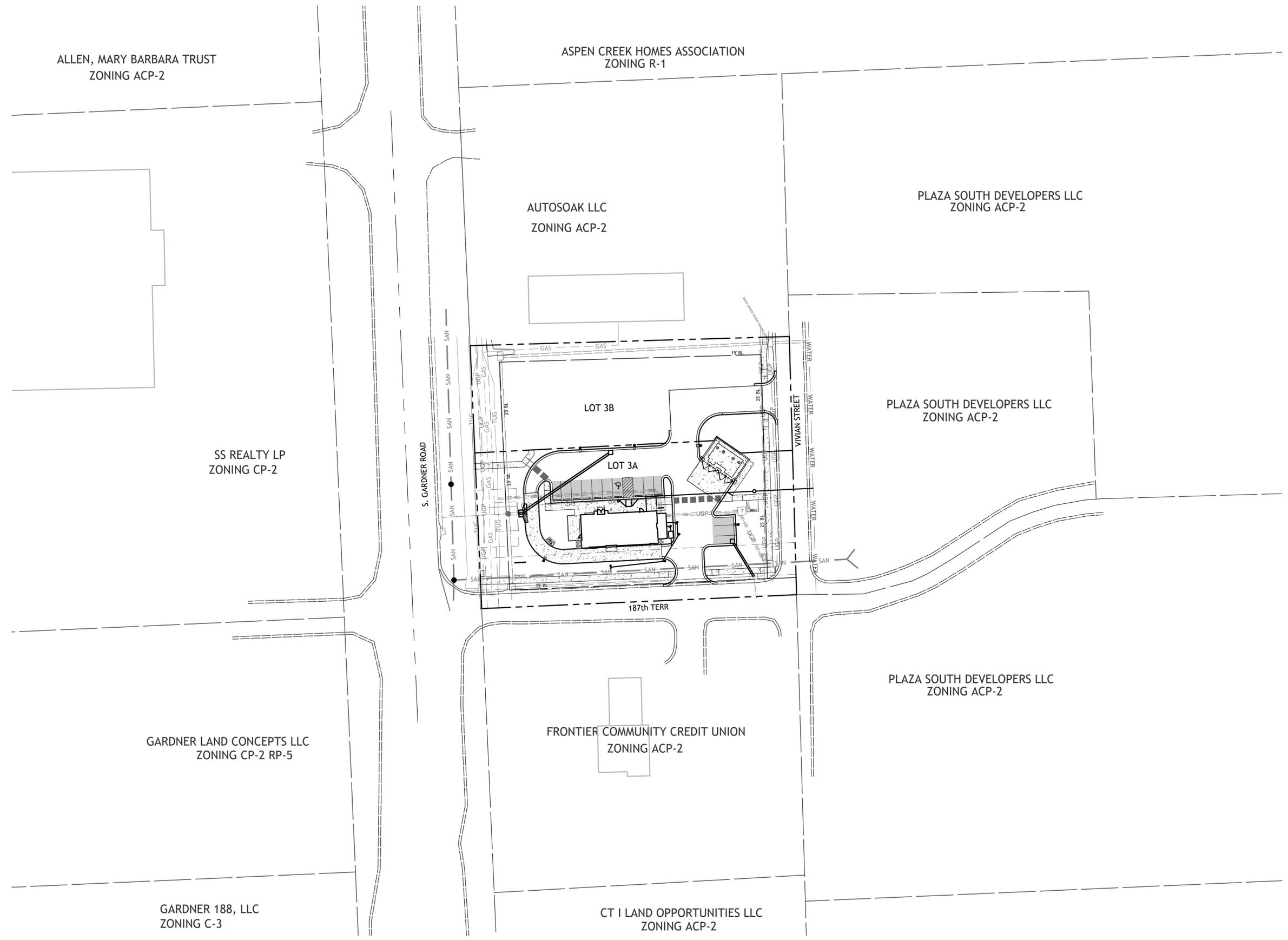
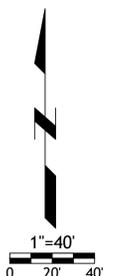
FRONTIER COMMUNITY CREDIT UNION  
ZONING ACP-2

PLAZA SOUTH DEVELOPERS LLC  
ZONING ACP-2

GARDNER 188, LLC  
ZONING C-3

CT I LAND OPPORTUNITIES LLC  
ZONING ACP-2

PHASING  
PHASE 1 LOT 3A 5-1-24  
PHASE 2 LOT 3B 8-1-24



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Revisions

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Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

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All shrub beds shall be mulched with 3" of shredded cedar mulch.

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All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.

**LANDSCAPE DATA**

LOT 3A

STREET FRONTAGE REQUIRED 1 TREE PER 50'

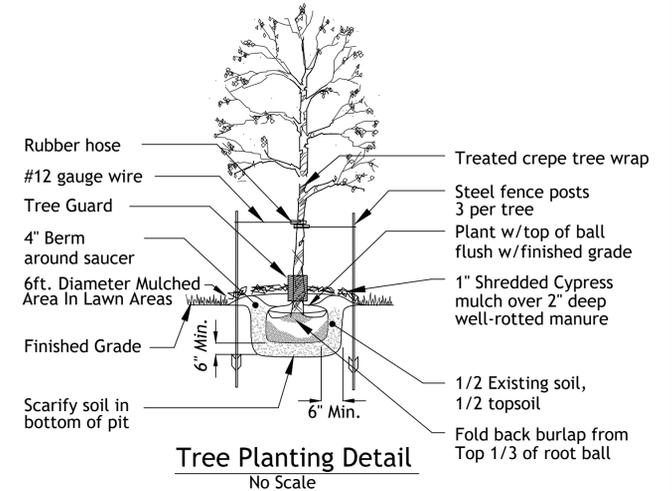
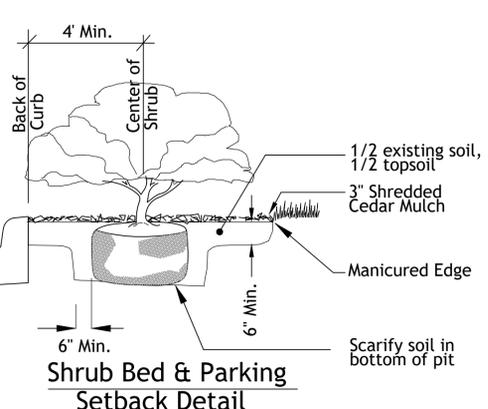
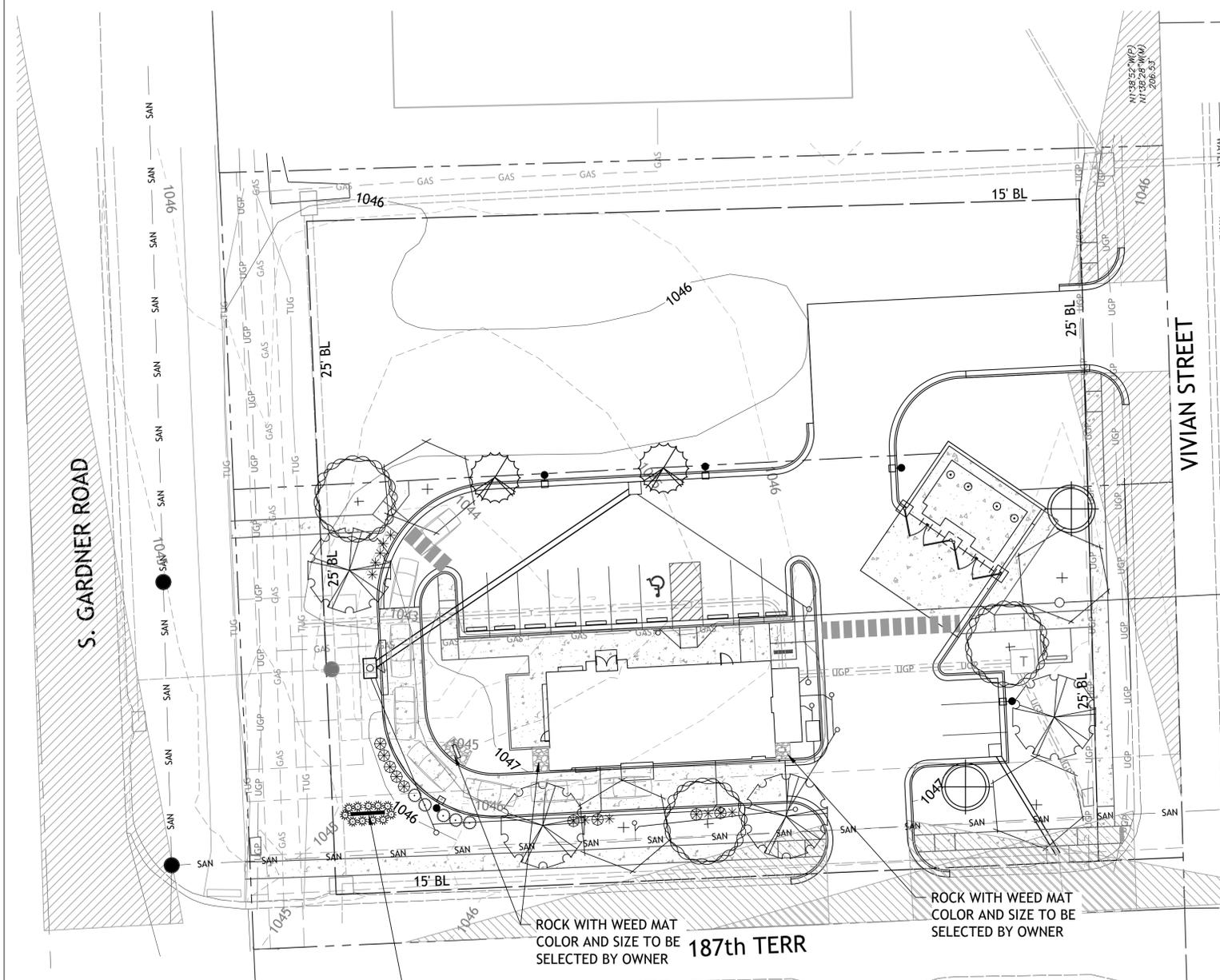
|            | FRONTAGE | REQUIRED | PROVIDED |
|------------|----------|----------|----------|
| GARDNER RD | 120'     | 3        | 3        |
| 87th TERR  | 250'     | 5        | 5        |
| VIVAN ST   | 125'     | 3        | 3        |

**FOUNDATION PLANTINGS REQUIRED 25% OF FACADE**

|            | FRONTAGE | SMALL TREE |            | SHRUB |          |
|------------|----------|------------|------------|-------|----------|
|            |          | 1/40'      | PROVIDED   | 1/10' | PROVIDED |
| GARDNER RD | 29'      | 1          | 1          | 3     | 3        |
| 187th TERR | 67'      | 2          | 2 (N PROP) | 8     | 3        |
| VIVAN ST   | 29'      | 1          | 1          | 3     | 3        |

**PARKING AREAS PLANTINGS**

|   |   |   |
|---|---|---|
| 1 LARGE TREE / 40 PARKING STALLS                | = | 1 |
| 1 SHRUB / 5' OF PARKING ALONG FRONTAGE (VIVIAN) | = | 3 |
| 1 LARGE TREE / 30' OF PARKING ALONG FRONTAGE    | = | 0 |



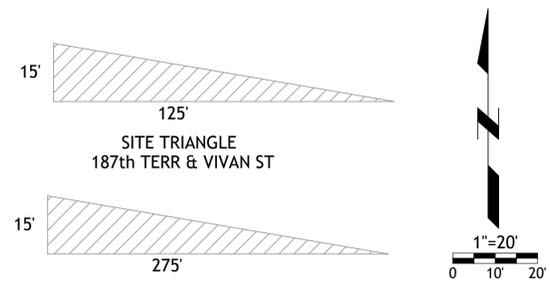
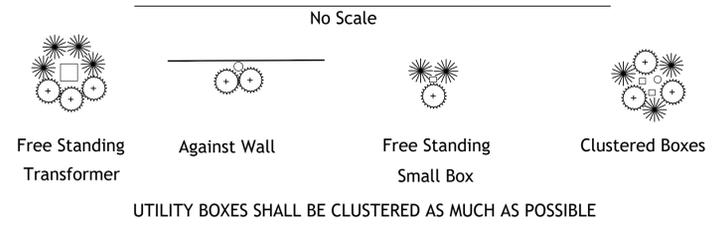
**Shrub List**

| Symbol | Quantity | Common Name                   | Botanical Name                      | Size       | Condition | Spacing |
|--------|----------|-------------------------------|-------------------------------------|------------|-----------|---------|
| ○      | 10       | Seagreen Juniper              | Juniperus Chinensis 'Seagreen'      | 18"-24"sp. | Cont.     | 4'o.c.  |
| ⊗      | 14       | Dwarf Winged Euonymus         | Euonymus Alatus 'Compactus'         | 18"-24"sp. | Cont.     | 4'o.c.  |
| ✱      | 14       | Morning Light Maiden Grass    | Miscanthus Sinensis 'Morning Light' | 3 gal.     | Cont.     | 4'o.c.  |
| ⊙      | 11       | Hamlen's Dwarf Fountain Grass | Pennisetum Alopecuroides 'Hameln'   | 3 gal.     | Cont.     | 4'o.c.  |

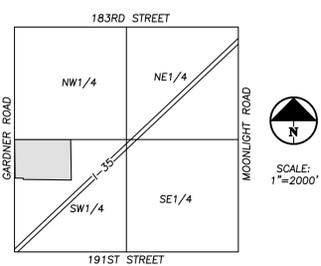
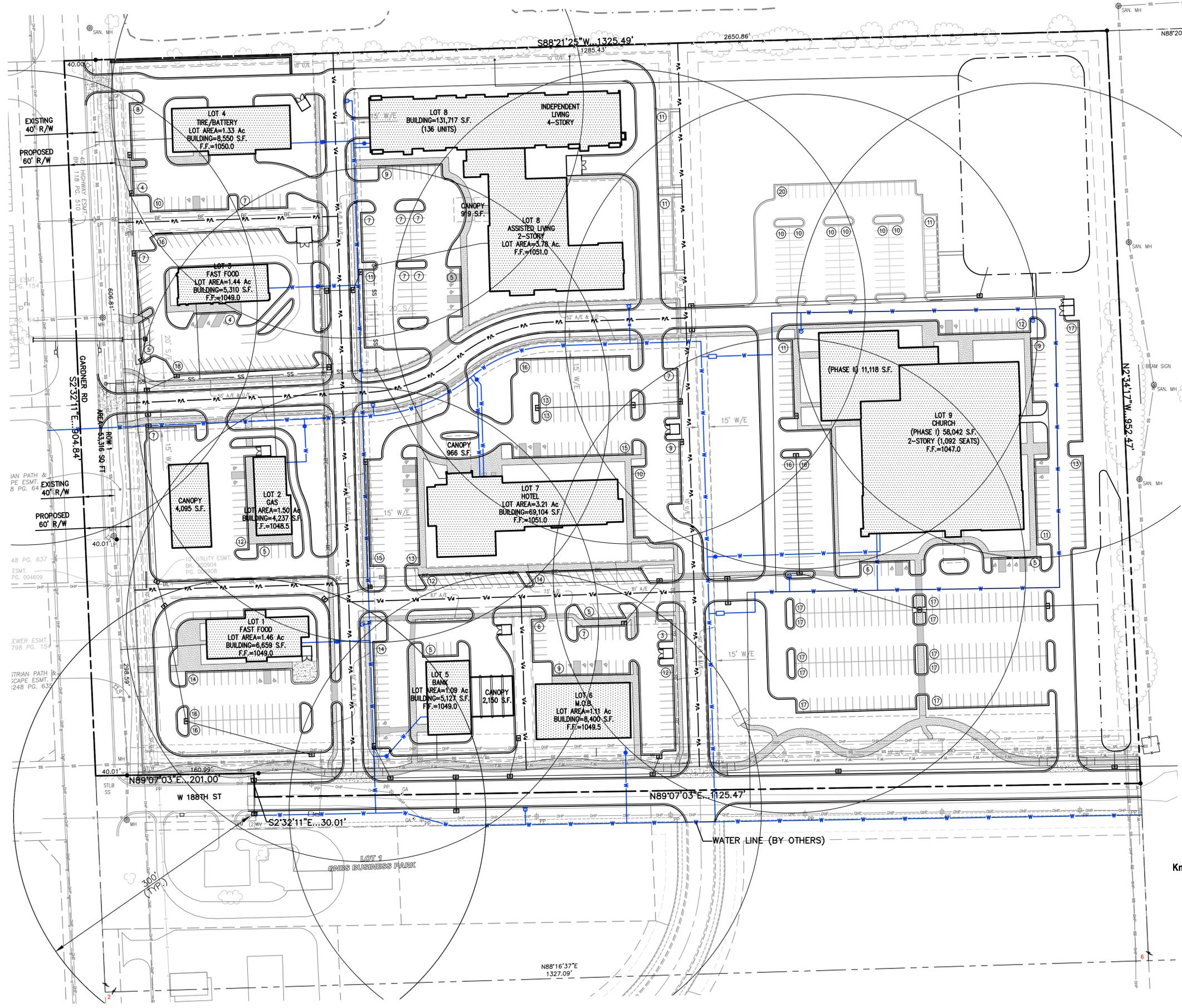
**Tree List**

| Symbol | Quantity | Common Name           | Botanical Name                  | Size       | Condition | Spacing  |
|--------|----------|-----------------------|---------------------------------|------------|-----------|----------|
| ⊕      | 3        | October Glory Maple   | Acer Rubrum 'October Glory'     | 2" cal     | BB        | As Shown |
| ⊗      | 4        | Swamp White Oak       | Quercus Bicolor                 | 2" cal     | BB        | As Shown |
| ⊕      | 4        | Skyline Honeylocust   | Gleditsia Triacanthos 'Skyline' | 2" cal     | BB        | As Shown |
| ⊕      | 3        | Amur Maple            | Acer Ginnala 'Flame'            | 1 1/2" cal | BB        | As Shown |
| ⊕      | 3        | Prairiefire Crabapple | Malus Sp. 'Priariefire'         | 1 1/2" cal | BB        | As Shown |

**Typical Utility Box Screening Details**



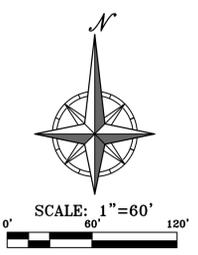
**LOT 3A PLAZA SOUTH**  
**TACO BELL**  
 GARDNER, KS



VICINITY MAP  
SEC. 36-14-22

- LEGEND**
- PL — PROPERTY LINE
  - LOT LINE
  - R/W - RIGHT-OF-WAY
  - G - EXISTING GAS LINE
  - BE - EXISTING BURIED ELECTRIC LINE
  - OHP - EXISTING OVERHEAD POWER LINE
  - SS - EXISTING SANITARY SEWER LINE
  - SSW - EXISTING STORM SEWER LINE
  - BT - EXISTING BURIED TELEPHONE LINE
  - W - EXISTING WATER LINE
  - BE - PROPOSED BURIED ELECTRIC LINE
  - SSW - PROPOSED SANITARY SEWER LINE
  - STM - PROPOSED STORM SEWER LINE
  - W - PROPOSED WATER LINE

NOTE:  
FIRE HYDRANTS SHALL HAVE 300' BUILDING  
FIRE PROTECTION COVERAGE.



Know what's below.  
Call before you dig.

- BENCHMARK:** VERTICAL DATUM = NAVD83 BASED ON JOHNSON COUNTY VERTICAL DATUM JOHNSON COUNTY BENCHMARK NETWORK BENSTEN ALUMINUM DISK STAMPED #106 IN EAST END OF THE NORTH HEADWALL OF RCB ON NORTH SIDE OF 191ST STREET. ELEVATION = 1025.79
- FOUND "C" CUT IN CENTER OF FRONT FACE OF CURB INLET ON EAST SIDE OF GARDNER ROAD AT MIDDLE OF PHILLIPS 66.  
ELEVATION = 1044.12
  - SET "C" CUT ON NORTHWEST CORNER OF CONCRETE PAD FOR ELECTRIC TRANSFORMER PAD AT NORTHEAST CORNER OF GROUNDHOUSE COFFEE.  
ELEVATION = 1046.77
  - SET RAILROAD SPIKE WEST SIDE OF 5TH POWER POLE EAST OF GARDNER ROAD MIDDLE OF SOUTH PROPERTY.  
ELEVATION = 1050.08
  - SET RAILROAD SPIKE WEST SIDE OF 8TH POWER POLE EAST OF GARDNER ROAD SOUTHEAST CORNER OF PROPERTY.  
ELEVATION = 1041.94

**FLOOD NOTE:**  
THIS PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GARDNER, COMMUNITY NO. 200164, JOHNSON COUNTY, KANSAS, MAP NO. 2009IC0120G, AND DATED AUGUST 3, 2009.

**FIRE HYDRANT COVERAGE PLAN**  
**PLAZA SOUTH**  
**PRELIMINARY DEVELOPMENT PLAN**

**PHELPS ENGINEERING, INC.**  
1270 N. Winchester  
Olathe, Kansas 66066  
(913) 993-1155  
Fax (913) 993-1165  
www.phelpsengineering.com

PLANNING  
ENGINEERING  
IMPLEMENTATION

| PROJECT NO. | DATE    | BY  | APP. |
|-------------|---------|-----|------|
| 181152      | 3-15-19 | JMO | DEU  |

| REVISIONS: | NO. | REVISION #1 |
|------------|-----|-------------|
|            |     |             |

\\PE-SERVER\Projects\181152\DWG\Plan\181152-01.dwg Layout:1 Mar 21, 2019 8:52am JEANETTE OPAT



EAST ELEVATION ②  
SCALE: 1/4"=1'-0"



WEST ELEVATION ①  
SCALE: 1/4"=1'-0"



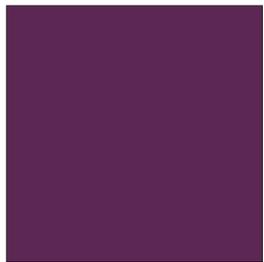


SOUTH ELEVATION ②  
SCALE: 1/4"=1'-0"



NORTH ELEVATION ①  
SCALE: 1/4"=1'-0"

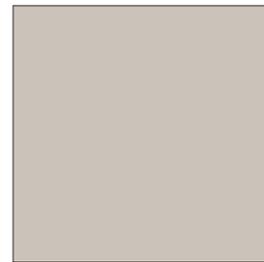




SIDING  
HARDIE REVEAL PANEL  
Reveal Panel System  
Purple (SW/TB2603C)



SIDING  
HARDIE REVEAL PANEL  
Reveal Panel System  
Cyberspace (SW/7076)  
Semi Gloss



SIDING  
JAMES HARDIE  
Artisan V-Groove  
Worldly Gray (SW/7043)  
Semi Gloss



CORNER TOWER / RECESS  
JAMES HARDIE  
HardiePanel Fiber Cement  
Smooth Siding  
Turkish Coffee  
(SW/6076)  
Semi Gloss



STOREFRONT  
OLD CASTLE  
Dark Bronze



SIGNAGE  
BY SIGN VENDOR



SIGNAGE  
BY SIGN VENDOR

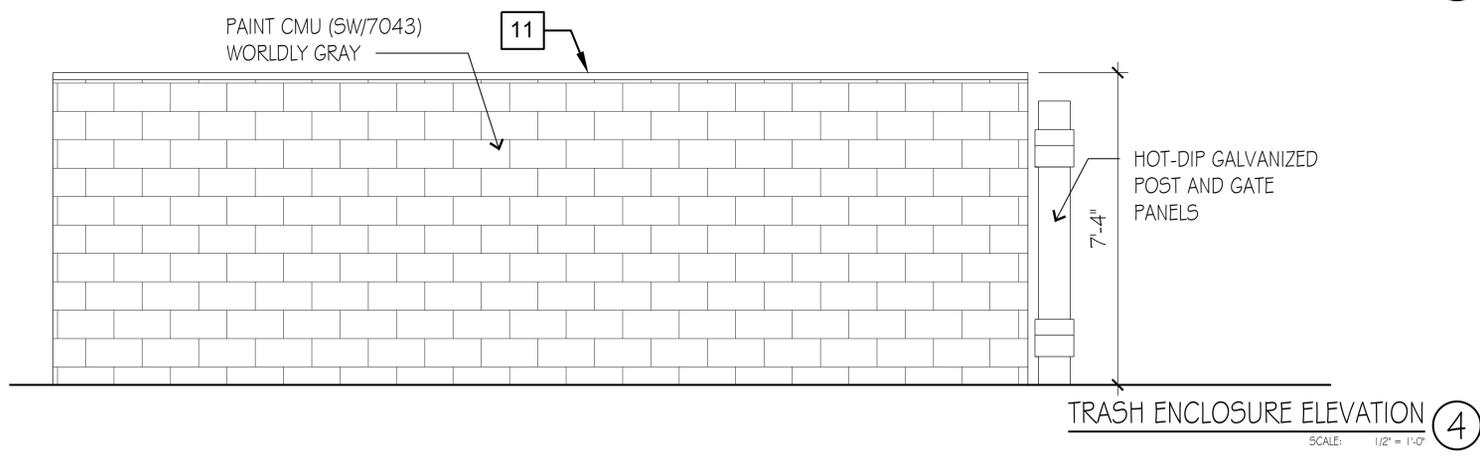
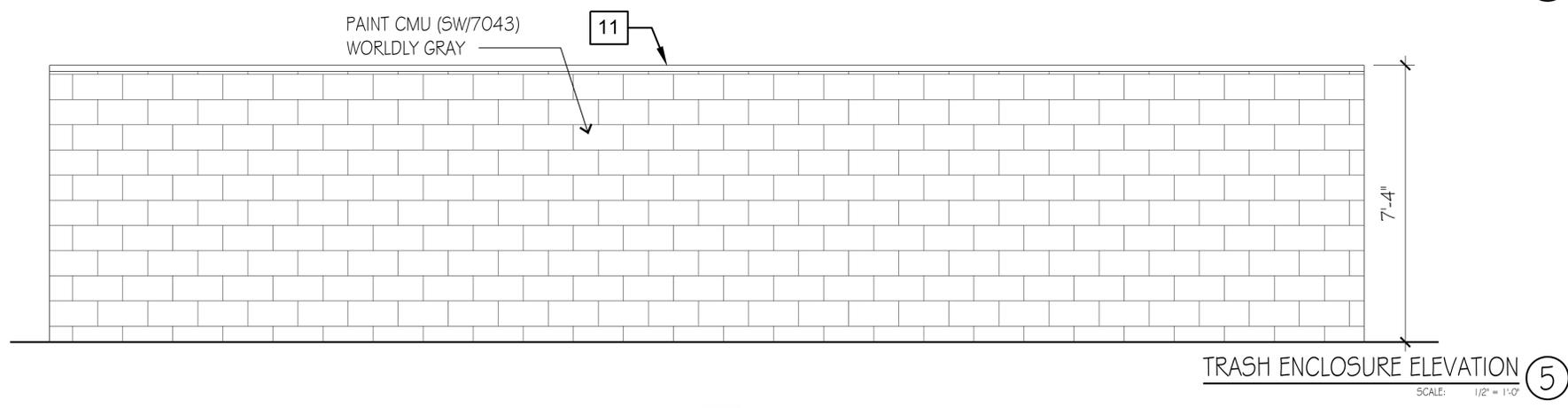
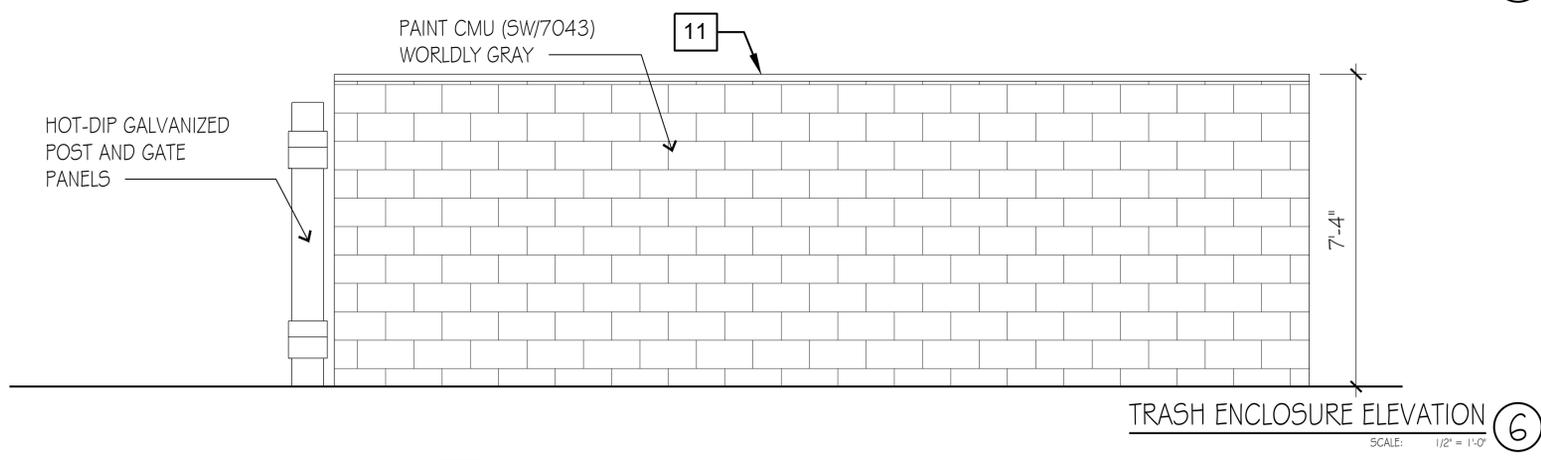
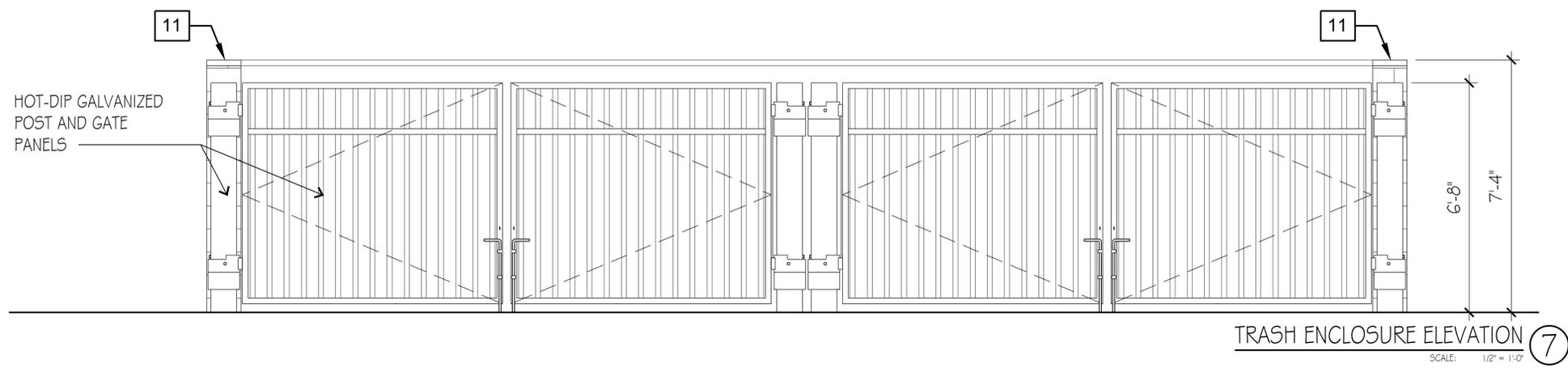


SIGNAGE  
BY SIGN VENDOR

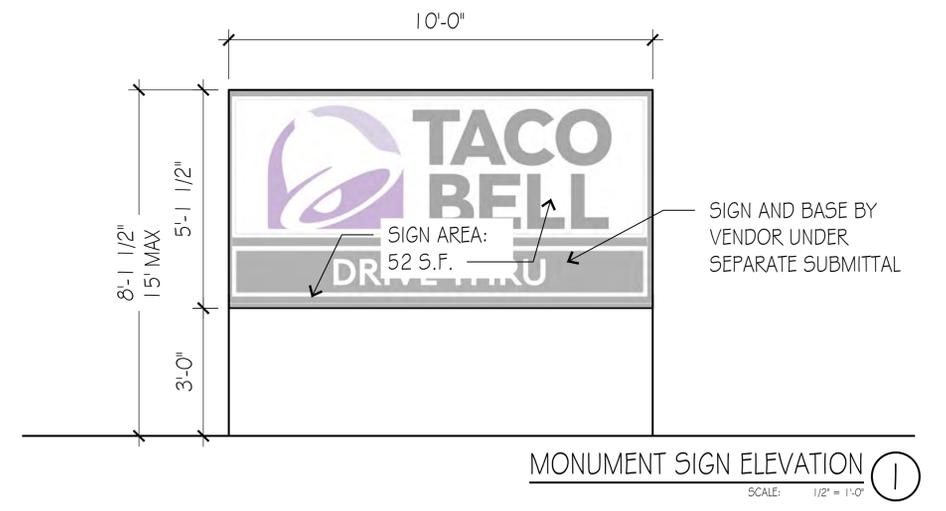
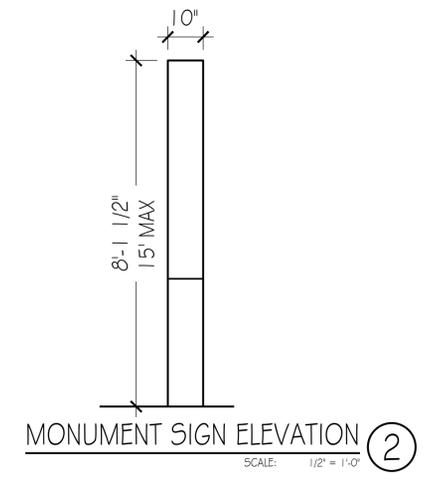


WALL SCONCES  
TROY  
17"X14" Wall mount  
sconce, OLD silver  
finish, medium base  
socket, 100 watt max

## MATERIAL BOARD



RE: A200 FOR MATERIALS



# COUNCIL ACTION FORM

# NEW BUSINESS ITEM NO. 1

**MEETING DATE:** APRIL 15, 2024

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

SHANNON TEMPLETON, HUMAN RESOURCES MANAGER

**Agenda Item:** Consider authorizing the City Administrator to execute an agreement with Gravie and for approving the city's contributions to health, vision, dental, and life insurance programs

**Strategic Priority:** Fiscal Stewardship

**Department:** Administration

### Staff Recommendation:

Authorize the City Administrator to execute an agreement with Gravie and the city's contribution to a Health Reimbursement Arrangement (HRA), Health Savings Accounts (HSA), vision, and dental, and life insurance programs.

### Background/Description of Item:

On April 1, 2024, the City Council held a work session to discuss health insurance. CBIZ, the City's employee benefits consultant and broker, provided a presentation covering the prior plan year, reporting and financials and 2024 medical marketing results.

The city's current health care provider is leaving the group health insurance market. All medical carriers declined to quote on providing the traditional fully insured group health insurance or a self-insured approach that included individual or aggregate stop-loss. After careful evaluation of options, the city recommends partnering with Gravie on an Individual Coverage Health Reimbursement Arrangement (ICHRA). Under this approach, the city would contribute to an HRA that can be used to reimburse employees for premiums for individual health insurance coverage.

| Proposed Contribution Strategy |               |                   |                       |             |
|--------------------------------|---------------|-------------------|-----------------------|-------------|
|                                | Employee Only | Employee + Spouse | Employee + Child(ren) | Family      |
| 20-29                          | \$ 468.00     | \$ 540.00         | \$ 765.00             | \$ 1,053.90 |
| 30-39                          | \$ 630.00     | \$ 675.00         | \$ 1,206.90           | \$ 1,831.50 |
| 40-49                          | \$ 662.00     | \$ 749.70         | \$ 1,260.00           | \$ 2,282.40 |
| 50-59                          | \$1,054.00    | \$1,771.20        | \$ 1,527.30           | \$ 2,454.30 |
| 60+                            | \$1,214.00    | \$2,081.70        | \$ 1,912.50           | \$ 2,610.00 |

|     |         |         |         |         |
|-----|---------|---------|---------|---------|
| HSA | \$1,500 | \$3,000 | \$3,000 | \$3,000 |
|-----|---------|---------|---------|---------|

Gravie will administer the ICRHA and provide onsite and tele enrollment assistance for employees. Gravie's total estimated fee is \$60,600. The City's estimated contributions are \$2,170,300 for health (includes HSA and HRA), \$16,678 for vision, \$66,514 for dental, and \$16,146 for life insurance programs.

**Financial Impact:**

The city's estimated total cost for Gravie fees, health, vision, dental and life insurance programs for the July 1, 2023 – June 30, 2024 plan year is \$2,330,238. This represents an \$800,819 decrease from the previous plan year. This projection assumes employees will opt to take similar health insurance to their current selection. Actual costs and savings will vary depending on employees' insurance plan selections.

**Suggested Motion:**

Authorize the City Administrator to execute an agreement with Gravie and the city's contribution to a health reimbursement arrangement (HRA), Health Savings Accounts (HSA), vision, dental, and life insurance programs.

# City of Gardner, KS

## Council Actions

April 15, 2024

The City Council took the following actions at the April 15, 2024, meeting:

1. Proclaimed April 22, 2024, as Earth Day in the City of Gardner.
2. Proclaimed April 26, 2024, as Arbor Day in the City of Gardner.
3. Proclaimed April 21-27, 2024, as Crime Victims' Rights Week in the City of Gardner.
4. Held a Public Meeting regarding Wastewater Treatment Plant Improvements.
5. Heard a presentation on the Gardner Chamber of Commerce Update.
6. Heard a presentation on Outside Agency Budget Requests.
7. Heard a presentation of the 2025-2029 Capital Improvement Program.
8. Approved the minutes as written for the regular meeting on April 1, 2024. (Passed unanimously)
9. Approved city expenditures prepared March 28, 2024 in the amount of \$1,971,417.38 and April 4, 2024 in the amount of \$896,486.98. (Passed unanimously)
10. Authorized the City Administrator to enter into a contract with Sands Construction Company for construction of the South Center Street Trail Project. (Passed unanimously)
11. Authorized the City Administrator to execute a contract with KC Wholesale Carpet for the replacement of carpet in City Hall. (Passed unanimously)
12. Authorized the purchase of six new vehicles through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated collateral equipment under the City's Vehicle and Equipment Replacement Policy. (Passed unanimously)
13. Approved new reorder point and quantity stock levels and authorized the implementation of the 2024 Electric Distribution Purchasing Program. (Passed unanimously)
14. Considered an appointment to the Utility Advisory Commission. (Removed from Consent)
15. Accepted the recommendation of the Planning Commission and approved Ordinance No. 2798, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas. (Passed unanimously)
16. Authorize the City Administrator to execute an agreement with Gravie and the city's contribution to a health reimbursement arrangement (HRA), Health Savings Accounts (HSA), vision, dental, and life insurance programs. (Passed unanimously)