



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, August 19, 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 August 19, 2024 to cityclerk@gardnerkansas.gov.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Johnson County Chairman Mike Kelly presentation on proposed homeless services center.
2. Proclaim August 21, 2024 as Fentanyl Prevention and Awareness Day in the City of Gardner.

PUBLIC HEARINGS

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 and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during Tailgate Tastings at Celebration Park.

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 August 5, 2024.
2. Standing approval of City expenditures prepared July 31, 2024 in the amount of \$85,938.20; August 1, 2024 in the amount of \$184,984.08; and August 8, 2024 in the amount of \$874,528.95.
3. Consider a recommendation to award a Progressive Design-Build contract to the Joint Venture Burns & McDonnell/CAS Constructors for a new Hillsdale Intake Structure.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

None

NEW BUSINESS

1. Consider a recommendation to implement Master Plan Generation Options.
2. Consider a request for a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during Tailgate Tastings to be held September 7, 2024 at Celebration Park.
3. Consider authorizing the City Administrator to execute an inter-fund loan from the Electric Fund to the Airport Fund.
4. Consider authorizing the execution of a real property purchase and sale agreement with Mike and Debbie Gardner to acquire private property adjacent to Gardner Municipal Airport.
5. Consider adopting an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$3,700,000 to pay the cost of certain water system improvements, all pursuant to Charter Ordinance No. 28 of the City of Gardner, Kansas.
6. Consider a recommendation to purchase a 161kV Circuit Breaker for Substation 4 CIP Project EL4005.

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, Americans today are experiencing the most devastating drug crisis in our nation's history; and,

WHEREAS, fentanyl is a highly-addictive synthetic opioid that is 50 times more potent than heroin and 100 times more potent than morphine; and

WHEREAS, illicit fentanyl has been found in all street drugs including heroin, cocaine and methamphetamine; and

WHEREAS, illicit fentanyl has been found in fake pressed pills that look like pharmaceutical-grade Percocet, Adderall, Xanax, and Oxycontin; and

WHEREAS, fentanyl poisoning is the leading cause of death for adults aged 18-45 in the United States surpassing suicide, gun violence and car accidents; and,

WHEREAS, illicit fentanyl is odorless and tasteless and you won't know it's hiding in the drugs you choose to use or try; and

WHEREAS, a dose of fentanyl as small as 2mg - the size of a snowflake - can be a lethal dose; and

WHEREAS, it is becoming more common for individuals to unknowingly use fentanyl which has led to the Drug Enforcement Agency issuing a public safety alert seeking to raise the awareness of a significant nationwide surge in counterfeit pills.

NOW, THEREFORE BE IT RESOLVED, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim August 21, 2024 as

Fentanyl Prevention & Awareness Day

in the City of Gardner, Kansas.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 19th day of August 2024.

CITY OF GARDNER, KANSAS

Todd Winters, Mayor

Attest:

Renee Rich, City Clerk

(SEAL)

COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 1

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: RENEE RICH, CITY CLERK

Agenda Item: Consider holding a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the distribution of cereal malt beverage, wine, and spirits samples within 200 feet of a school, church or library during Tailgate Tastings to be held September 7, 2024 at Celebration Park

Strategic Priority: Quality of Life

Department: Parks and Recreation

Background/Description of Item:

The City of Gardner is hosting Tailgate Tastings at Celebration Park on September 7, 2024.

Staff is requesting an area to distribute samples of alcohol and cereal malt beverages (CMB) during the event. The Gardner Municipal Code (5.20.040) allows for the consumption of alcohol and CMBs at Celebration Park with an off-premises license being required.

The distribution of CMBs, wine, and spirits samples will be located at Celebration Park within the fenced baseball complex and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at the entrances. The hours of operation will be from 7:00 pm to 10:00 pm.

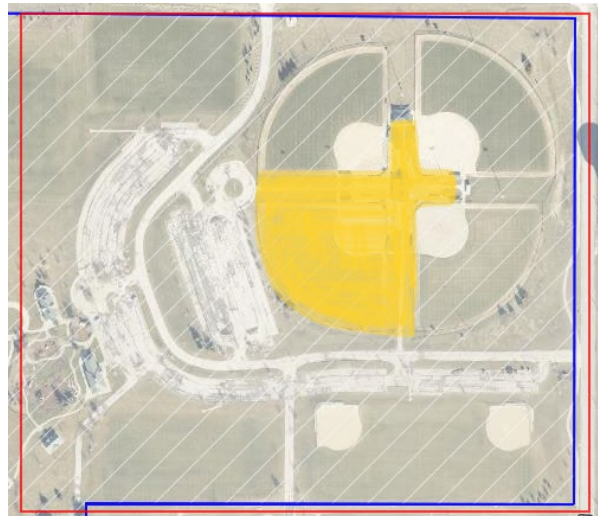
Since the location of the proposed usage area is within 200 feet of a school, a public hearing is required to be held.

The waiver will be for September 7, 2024 only with the following restrictions:

- The location as shown on the map as provided.
- Hours of operation: 7:00 pm to 10:00 pm

Suggested Motion:

Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the distribution of cereal malt beverage, wine, and spirits samples within 200 feet of a school, church or library during Tailgate Tastings to be held September 7, 2024 at Celebration Park



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

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August 5, 2024

The City Council of the City of Gardner, Kansas met in regular session on August 5, 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, and Steve Shute. 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. Councilmember Steve McNeer was absent.

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

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 and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event at the Johnson County Fairground.**

Councilmember Deaton 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 and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event on August 18, 2024, at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

No members of the public came forward.

Councilmember Deaton made a motion to close the public hearing.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

PUBLIC COMMENTS

No members of the public came forward

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on July 15, 2024.**
- 2. Standing approval of City expenditures prepared July 11, 2024 in the amount of \$496,078.54; July 11, 2024 in the amount of \$32,698.16; July 18, 2024 in the amount of \$995,405.89; July 19, 2024 in the amount of \$41,208.11; and July 25, 2024 in the amount of \$888,691.29.**
- 3. Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors.**
- 4. Consider authorizing the execution of a contract with USD 231 for four (4) School Resource Officers for the 2024-2025 school year.**
- 5. Consider a recommendation to the City Council to purchase transformers for Substation 1 and Substation 4.**

- 6. Consider authorizing the execution of a contract with Freeman Concrete Construction, LLC for the 2024 Pavement Management Project.**
- 7. Consider authorizing the purchase of Network and Endpoint Security Management services from SilverSky.**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

- 1. Consider adopting an ordinance authorizing the issuance and delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas.**

This presentation covers New Business 1,2 and 3.

Finance Director Matt Wolff said at the July 15, 2024 council meeting, the governing body approved Resolution 2146 authorizing the offer for sale of General Obligation Bonds series 2024A and series 2024B Temporary Notes. The bonds will be used to pay off series 2023A General Obligation Temporary Notes and provide permanent financing for the Hilltop Ridge Special Benefit Districts and the 2024B Temporary Notes will be used to finance improvements related to the Lone Star Prairie Special Benefit District.

Tom Kaleko from Baker Tilly shared they were originally scheduled to sell \$1,545,000 in bonds and received a premium bid, so the amount was reduced to borrowing \$1,435,000. They are still 20-year bonds and funding the same amount of projects. The notes are 2-year notes and originally scheduled for \$1,090,000 and was reduced to \$1,055,000 again because of a premium bid. Both obligations are General Obligation and they will be paid first from special assessments then paid from the unlimited property tax pledge. We took bids today at 11:00 and received two bids from investment banks on the bonds. The winner was Robert W. Baird at a true interest cost of 3.613%. The notes received one bid from D.A. Davidson. The winning true interest cost was 3.496%.

The city was the beneficiary of entering the market on a very favorable day. If you have been following the market, there was a big shift in U.S. Treasuries on Friday which had positive results and brought down Municipal Bond rates today. It was a very busy day in Municipal Finance particularly in Kansas. The interest rate on the bonds was a full ½% lower than what was originally estimated in July and the notes ¼% lower than what was estimated in July.

We did pursue a rating through S&P and they assigned a rating of AA- to the bonds and affirmed this rating. It's an affirmation of the existing rating on the outstanding general obligation debt. The notes were assigned a rating of SP1+ which is the highest rating that S&P awards to temporary debt. In their report, they cited strengths of the city government that it serves a rapidly growing and strong local economy. There is sophisticated management and financial policies with a strong budget performance, generally producing a surplus budget and ample reserves.

He recommended awarding the General Obligation Bonds to Robert W. Baird and the notes to D.A. Davidson. He also noted the excellent work of the finance staff and bond counsel with Kutak Rock.

Councilmember Deaton made a motion to Adopt Ordinance No. 2807, an ordinance authorizing the issuance and delivery of \$1,435,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2807.

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

2. Consider a resolution prescribing the form and details of and authorizing the delivery of \$1,435,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Discussion under New Business 1.

Councilmember Deaton made a motion to adopt Resolution No. 2148, a resolution prescribing the form and details of and authorizing the delivery of \$1,435,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2148.

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

3. Consider adopting a resolution authorizing the issuance and delivery of \$1,090,000 principal amount of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas.

Discussion under New Business 1.

Councilmember Deaton made a motion to adopt Resolution No. 2149, a resolution authorizing the issuance and delivery of \$1,055,000 principal amount of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas.

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2149.

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

4. Consider appointing Harrison Hall as Deputy City Clerk for the City of Gardner and administer the Oath of Office.

Councilmember Deaton made a motion to appoint Harrison Hall as City of Gardner Deputy City Clerk, effective August 5, 2024 and direct the City Clerk to administer the Oath of Office.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

City Clerk Renee Rich administered the Oath of Office to Harrison Hall.

5. Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during an event at the Johnson County Fairground.

City Clerk Rich stated this is a second request from the same group who held an event on June 30th. This time, they have asked for the waiver of distance and temporary permit for August 18th from 2:00 pm to 9:00 pm. They have hired private security and contacted the police for additional security. If the council approves the waiver and permit, it would not be issued until after the state approves the temporary liquor license.

Councilmember Deaton would like to hear comments from the police department about how this event went last time. Chief Waldeck said the last time this event was held, they suffered blackout and had seven officers on during the overlap period. They were all handling calls for service stemming from the events at the fairgrounds including two DUIs from patrons and a disturbance, as well as multiple calls for service regarding noise complaints. Some of those were able to be handled over the phone explaining where the noise was coming from. There were also some issues with the way alcohol was being distributed and if this is approved, we will reach out to ABC for assistance. We found out after the fact that officers were seeing alcohol sold by the six pack instead of by the drink which is believed to be a violation. There were verbal disturbances, loud noise and lots of complaints from the event. Councilmember Shute said he had heard some of the same concerns and people called the non-emergency number to make complaints. Waldeck confirmed there were a lot of calls into the station which supervisors took as well as some of the officers. They also described people walking from the event, being in the streets very highly intoxicated, obviously people overserved and wandering off the beaten path from where they were going and getting into the neighborhoods. Mayor Winters asked what the term blackout means. Waldeck explained that all officers were tied up and not available for other calls for services. There were only three other calls that were not related to this event, but if something emergent happened, PD would not have had anyone to respond and would have had to ask another agency to handle it. Shute asked if they had private security at the event in June. Waldeck said it is believed they did have a private security company there. They have been advised if they host this event, it would be required for them to have six officers and double their private security. Of note, only two officers have signed up for this extra duty event, so if this is approved, we'll probably have to reach out to the county to assist. Councilmember Baldwin said the fairgrounds is on our city limit, so that is probably why we have jurisdiction, but since this is the county fairgrounds, why is the sheriff not the primary on this? Waldeck is not sure other than this would be considered off-duty employment and they contacted us since it's our city limits. During fair time and fair related events, it is the county's responsibility.

Deaton said it sounds like the last event was handled irresponsibly and maybe not allowing alcohol is the way to go. Councilmember Wiehn said this is the first time he has heard these types of issues at the fairgrounds because there have not been issues at other events there. Deaton said we approved this last time and this group was not responsible with the alcohol which creates a danger for our citizens and she could not vote for this. Wiehn said he would need to see a better plan from the organizers. Shute said the fact that they violated the law in serving alcohol in six packs, having people drunk and disorderly conduct happening outside the event due to overserving, he would not be able to vote for it. Councilmember Baldwin feels like they have lost the privilege due to not being responsible.

Councilmember Deaton made a motion to deny a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo to be held August 18, 2024, at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember Deaton Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

COUNCIL UPDATES

Chief Waldeck said they held the First Annual Cram the Cruiser event this weekend at Walmart. They partnered with Hope Market and it was very successful. Officer Jolly had the idea for this event. School supplies and food were collected. Hope Market said it was the largest single donation day with over 3100 pounds of food and school supplies which will help the citizens of Gardner. Some of the school supplies will be given to the SRO's so they have items to give kids in need. National Night Out was last Tuesday night at the fair and we gave out about 400 hot dogs. The US Attorney's Victim Advocate Group joined for the event as well.

Utilities Director Garcia said Crossland will be breaking ground next week as part of the Kill Creek expansion.

City Administrator Pruetting said the city has a policy for selling city property which dictates the council must deem the property surplus for us to sell it. There have been several inquiries on the police lot. I would like it deemed surplus so we can bring a sales contract back to council. We are also meeting with Representative Davids a couple times this week.

Councilmember Shute made a motion to deem the police lot as surplus property for potential sale.

Councilmember Deaton Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-0-1 Absent)

Councilmember Shute said the fair was a great success and had good weather. Friday and Saturday went well and a lot of people came out. Thanks to Johnson County Sheriff and the complement of the Gardner Police Department for keeping the peace. Thank you to all the folks that work the event. I love having the fair in Gardner and hope we can keep it here. I would like to discuss how we can help the fair get more room to grow.

Councilmember Deaton thanked the citizens that stopped by the booth Mayor had set up to share feedback. Thanks to Officer Jolly for helping at the fair and then immediately doing the Cram the Cruiser event. If the rodeo event still happens at the fairgrounds even without the alcohol, what would be some options about noise. Do we have a noise ordinance, what are the times, and what can we do if a citizen asks about it. Waldeck says we can do some education on noise. If it rises to the level of disorderly, we could talk about citing the organizer, but we can have that discussion. We can discuss shortening the hours they serve alcohol, stop serving towards the end of the event and asking them to lower the volume. Mayor asks if the officer requirement will stay the same if they continue with the event with no alcohol. Waldeck said that will have to be discussed because it is unclear what the requirements are.

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 7:32 pm.

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
0004946	00	EVERGY						
2424383255	0624002851		00	06/27/2024	521-0000-352.99-00	STATE TAX ADJUSTMENT	34,854.71-	
2424383255	0624002851		00	06/27/2024	521-4220-442.40-05	STATE TAX ADJUSTMENT	3,775.34-	
2424383255	0624002851		00	06/27/2024	521-4220-442.40-05	ELECTRIC @ WTP	9,521.82	
2424383255	0724002978		00	07/18/2024	521-4220-442.40-05	ELECTRIC AT WTP	15,941.80	
VENDOR TOTAL *							13,166.43-	
0005482	00	GRAVIE ADMINISTRATIVE SERVICES, INC						
CR 07-23-24	003435		00	07/24/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #: 136	230.21-
CR 07-24-24	003436		00	07/25/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #: 136	105.06-
CR 07-25-24	003437		00	07/26/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #: 136	206.38-
CR 07-29-24	003447		00	07/30/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #: 136	72.34-
CR 07-26-24	003447		00	07/29/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #: 136	169.34-
VENDOR TOTAL *							.00	783.33-
0000300	00	KANSAS DEPT OF REVENUE						
4206-6G42-73DN	003441		00	07/25/2024	001-0000-207.20-00	JUNE '24 SALES TAX	CHECK #: 103	5,709.25
4206-8CM2-88A7	003441		00	07/25/2024	501-0000-207.20-00	JUNE '24 SALES TAX	CHECK #: 103	58,458.52
4206-M57A-R766	003441		00	07/25/2024	501-4110-441.48-02	JUNE '24 USE TAX	CHECK #: 103	8.10
4206-M57A-R766	003441		00	07/25/2024	501-4120-441.48-02	JUNE '24 USE TAX	CHECK #: 103	206.40
4206-M57A-R766	003441		00	07/25/2024	501-4130-441.48-02	JUNE '24 USE TAX	CHECK #: 103	33,366.14
4206-6G42-73DN	003441		00	07/25/2024	551-0000-207.20-00	JUNE '24 SALES TAX	CHECK #: 103	992.73
4206-M57A-R766	003441		00	07/25/2024	602-1340-413.48-02	JUNE '24 USE TAX	CHECK #: 103	77.15
4206-M57A-R766	003441		00	07/25/2024	603-3150-431.48-02	JUNE '24 USE TAX	CHECK #: 103	173.30
4206-M57A-R766	003441		00	07/25/2024	604-1320-413.48-02	JUNE '24 USE TAX	CHECK #: 103	896.37
VENDOR TOTAL *							.00	99,887.96
HAND ISSUED TOTAL ***								99,104.63
TOTAL EXPENDITURES ****							13,166.43-	99,104.63
GRAND TOTAL *****								85,938.20

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005240 5746	00	A PLUS LAWN CARE 003421	00	08/01/2024	001-2110-421.47-56	ABATEMENT MOWING	EFT:	125.00
						VENDOR TOTAL *	.00	125.00
0000029 51479487	00	ALTEC INDUSTRIES, INC. 003446	00	08/01/2024	501-4130-441.52-02	MOTOR & GEARBOX REPAIR	EFT:	1,175.04
						VENDOR TOTAL *	.00	1,175.04
0004999 70865	00	AMERICAN FIDELITY ADMIN SERVICES 003440	00	08/01/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	124.30
						VENDOR TOTAL *	.00	124.30
0000566 140025	00	AMERICAN TOPSOIL, INC. 003401	00	08/01/2024	001-6120-461.52-01	3 CY PULV	EFT:	111.00
						VENDOR TOTAL *	.00	111.00
0001986 6041305-00 6124212-00 6098406-00	00	ANIXTER, INC. 003448 003448 PI0357 008634	00	08/01/2024 08/01/2024 07/19/2024	501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31	6" VENT CABLE SUPPORT WR-379 50 KVA PADMOUNT TRANSFRMR	EFT: EFT: EFT:	1,649.20 55.28 12,184.35
						VENDOR TOTAL *	.00	13,888.83
0000058 7589-07162024 7589-07162024 7589-07162024 7589-07162024	00	ANSWER KANSAS CITY, LTD. INC. 003405 003402 003403 003404	00	08/01/2024 08/01/2024 08/01/2024 08/01/2024	001-3120-431.31-15 501-4110-441.40-03 521-4230-442.31-15 531-4330-443.31-15	ANSWERING SERVICE FOR ANSWERING SERVICE FOR ANSWERING SERVICE FOR ANSWERING SERVICE FOR	EFT: EFT: EFT: EFT:	104.71 104.71 104.72 104.72
						VENDOR TOTAL *	.00	418.86
0004876 5209698	00	ARTHUR GALLAGHER RISK MANAGEMENT PI0355 008632	00	07/16/2024	601-1230-412.45-02	24-25 CYBER LIABILITY INS	EFT:	20,074.46
						VENDOR TOTAL *	.00	20,074.46
0002420 BMS716388 BMS716389 BMS721784	00	BRENNTAG MID-SOUTH, INC 003406 003407 003446	00	08/01/2024 08/01/2024 08/01/2024	521-4220-442.52-13 521-4220-442.52-13 521-4220-442.52-13	HYDROFLUOROSILICIC ACID SODIUM HYDROXIDE SODIUM HYDROXIDE	EFT: EFT: EFT:	1,356.40 2,108.79 1,427.53
						VENDOR TOTAL *	.00	4,892.72
0005293 313680665	00 0724	BRIGHTSPEED 003440	00	08/01/2024	001-6110-461.40-03	P&R PHONE	EFT:	67.64
						VENDOR TOTAL *	.00	67.64
0001834 66639	00	C & C GROUP 003446	00	08/01/2024	521-4220-442.43-02	STARTER REPAIR	EFT:	1,174.40
						VENDOR TOTAL *	.00	1,174.40
0099999 77324	00	CHAD MICHAEL PEACHER 003400	00	08/01/2024	001-0000-228.30-00	BOND REFUND	125.00	
						VENDOR TOTAL *	125.00	
0004114	00	CHAFFEE LOK-PRO						

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
0004114	00	CHAFFEE LOK-PRO						
6507	003446		00	08/01/2024	521-4220-442.52-01	LOCKS FOR WTP	EFT:	875.00
						VENDOR TOTAL *	.00	875.00
0000429	00	CINTAS FIRE PROTECTION						
5222200120	003446		00	08/01/2024	521-4220-442.31-15	FIRST AID CABINET SERVICE	EFT:	110.24
						VENDOR TOTAL *	.00	110.24
0001538	00	CODE PUBLISHING COMPANY						
GCI0014796	003438		00	08/01/2024	001-1150-411.31-15	CODE UPDATES	EFT:	329.00
						VENDOR TOTAL *	.00	329.00
0001656	00	COHORST ENTERPRISES INC.						
5861	PI0356 008633		00	07/19/2024	531-4330-443.31-15	CONESTOGA SEWER LINE RPR	EFT:	22,900.00
						VENDOR TOTAL *	.00	22,900.00
0001201	00	COMMERCIAL AQUATIC SERVICES, INC						
50336-1	003439		00	08/01/2024	001-6130-461.52-13	CHEMICALS	EFT:	4,981.36
						VENDOR TOTAL *	.00	4,981.36
0004817	00	CONVERGEONE, INC						
PS257989	003408		00	08/01/2024	602-1340-413.47-05	PROFESSIONAL SERVICES	EFT:	1,181.25
3507138	003448		00	08/01/2024	602-1340-413.47-05	MAINTENANCE/MANAGED SERVI	EFT:	495.14
INV1000261	003448		00	08/01/2024	602-1340-413.47-05	8 RESALE SERVICES	EFT:	124.60
						VENDOR TOTAL *	.00	1,800.99
0005445	00	CORPORATE HEALTH						
58508203	003440		00	08/01/2024	601-1230-412.31-15	DRUG SCREENS & PHYSICALS	261.00	
						VENDOR TOTAL *	261.00	
0099999	00	DANTE ALEXANDER CIVELLA						
113905	003398		00	08/01/2024	001-0000-228.30-00	BOND REFUND	25.00	
						VENDOR TOTAL *	25.00	
0001557	00	DATCO, INC						
214661	003422		00	08/01/2024	001-2120-421.53-02	UNIFORMS	27.00	
						VENDOR TOTAL *	27.00	
0005485	00	DB FLOORING, LLC						
10101	003448		00	08/01/2024	603-3150-431.43-01	REPLACEMENT CARPET &	EFT:	4,875.00
						VENDOR TOTAL *	.00	4,875.00
0004998	00	DELTA DENTAL OF KANSAS						
1005114202408	006211		00	08/01/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	255.76
1005114202408	006212		00	08/01/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	115.30
1005114202408	006213		00	08/01/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	25.68
1005114202408	006214		00	08/01/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	89.62
1005114202408	006215		00	08/01/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	179.24
1005114202408	006217		00	08/01/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	127.88
1005114202408	006219		00	08/01/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	473.26

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004998	00	DELTA DENTAL OF KANSAS						
1005114202408	006220		00	08/01/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	1,369.46
1005114202408	006221		00	08/01/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	102.20
1005114202408	006222		00	08/01/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	333.32
1005114202408	006223		00	08/01/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	421.90
1005114202408	006232		00	08/01/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	204.92
1005114202408	006233		00	08/01/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	332.80
1005114202408	006234		00	08/01/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	307.12
1005114202408	006235		00	08/01/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	51.36
1005114202408	006225		00	08/01/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	204.92
1005114202408	006226		00	08/01/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	179.24
1005114202408	006227		00	08/01/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	498.94
1005114202408	006228		00	08/01/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	332.80
1005114202408	006229		00	08/01/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	345.90
1005114202408	006230		00	08/01/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	63.94
1005114202408	006231		00	08/01/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	319.70
1005114202408	006218		00	08/01/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	191.82
1005114202408	006224		00	08/01/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	89.62
1005114202408	006216		00	08/01/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	204.92
1005114202408	006210		00	08/01/2024	721-0000-202.03-16	MONTHLY BILLING	EFT:	6,872.98
						VENDOR TOTAL *	.00	13,694.60
0005226	00	EVCO WHOLESALE FOOD CORP						
0790594	003438		00	08/01/2024	001-6110-461.52-15	CP BASEBALL CONCESSIONS	961.59	
0800751	003438		00	08/01/2024	001-6130-461.52-15	GAC CONCESSIONS	771.20	
						VENDOR TOTAL *	1,732.79	
0004946	00	EVERGY						
7011930732	0724003442		00	08/01/2024	531-4320-443.40-05	ELECTRIC @ WAVERLY LIFT	17.70	
						VENDOR TOTAL *	17.70	
0002956	00	FASTENAL CO.						
KSKA3153060	003446		00	08/01/2024	501-4130-441.52-02	AUGER BIT	EFT:	195.47
						VENDOR TOTAL *	.00	195.47
0005491	00	GARDNER EDGERTON SCHOOLS FOUNDATION						
07132024	003423		00	08/01/2024	001-1110-411.54-93	2024 HALL OF FAME SPONSOR	EFT:	1,000.00
						VENDOR TOTAL *	.00	1,000.00
0003835	00	GENERATION RELEVANT ENTERTAINMENT						
2336	003424		00	08/01/2024	001-6110-461.54-51	SUPPLIES FOR JULY 4, 2024	250.16	
						VENDOR TOTAL *	250.16	
0003536	00	GERKEN RENT-ALL						
625064-1	003425		00	08/01/2024	001-6110-461.54-51	PORTABLE TOILET RENTAL	2,845.80	
						VENDOR TOTAL *	2,845.80	
0005366	00	GONZALEZ, GUILLERMO						
07262024	003409		00	08/01/2024	501-4130-441.53-02	EMPLOYEE REIMBURSEMENT	225.00	
						VENDOR TOTAL *	225.00	
0000181	00	GRAINGER						

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
0000181	00	GRAINGER									
9175444356			003410			00	08/01/2024	521-4220-442.52-12	AUTO DRAIN VALVE	EFT:	118.68
9182074501			003411			00	08/01/2024	521-4220-442.52-12	CONNECTORS	EFT:	33.84
9194285160			003446			00	08/01/2024	521-4220-442.52-12	LIMIT SWITCH	EFT:	42.03
VENDOR TOTAL *										.00	194.55
0003183	00	GREEN SPECTRUM MARKETING LLC									
7762			003426			00	08/01/2024	001-6130-461.53-02	LIFEGUARD UNIFORMS	EFT:	4,108.90
7782			003427			00	08/01/2024	001-6130-461.53-02	LIFEGUARD UNIFORMS	EFT:	393.20
VENDOR TOTAL *										.00	4,502.10
0001840	00	GT DISTRIBUTORS INC									
UNIV0050024			003428			00	08/01/2024	001-2120-421.53-02	UNIFORMS	EFT:	87.40
INV1009394			003429			00	08/01/2024	001-2120-421.53-02	PATROL BOOTS - SISSOM	EFT:	75.00
INV1009395			003430			00	08/01/2024	001-2120-421.53-02	HOLSTER - MACIAS	EFT:	125.99
VENDOR TOTAL *										.00	288.39
0004621	00	GTE, LLC									
2024-160			003448			00	08/01/2024	521-4230-442.52-12	SOD	130.00	
VENDOR TOTAL *										130.00	
0000013	00	HACH COMPANY									
14119931			003446			00	08/01/2024	521-4220-442.52-12	REAGENTS	EFT:	780.70
VENDOR TOTAL *										.00	780.70
0005308	00	HARGROVE, KARA									
07252024			003433			00	08/01/2024	001-6105-461.46-01	MILEAGE 07/02 - 07/25	73.10	
VENDOR TOTAL *										73.10	
0004993	00	HARTFORD, THE									
069849282747			000188			00	08/01/2024	001-1120-411.21-02	MONTHLY BILLING	EFT:	54.00
069849282747			000189			00	08/01/2024	001-1140-411.21-02	MONTHLY BILLING	EFT:	25.50
069849282747			000190			00	08/01/2024	001-1150-411.21-02	MONTHLY BILLING	EFT:	7.50
069849282747			000192			00	08/01/2024	001-1305-413.21-02	MONTHLY BILLING	EFT:	18.00
069849282747			000193			00	08/01/2024	001-1310-413.21-02	MONTHLY BILLING	EFT:	34.50
069849282747			000195			00	08/01/2024	001-1330-413.21-02	MONTHLY BILLING	EFT:	10.50
069849282747			000197			00	08/01/2024	001-2110-421.21-02	MONTHLY BILLING	EFT:	63.00
069849282747			000198			00	08/01/2024	001-2120-421.21-02	MONTHLY BILLING	EFT:	276.00
069849282747			000199			00	08/01/2024	001-2130-421.21-02	MONTHLY BILLING	EFT:	9.00
069849282747			000200			00	08/01/2024	001-3110-431.21-02	MONTHLY BILLING	EFT:	18.00
069849282747			000202			00	08/01/2024	001-3120-431.21-02	MONTHLY BILLING	EFT:	75.00
069849282747			000203			00	08/01/2024	001-3130-431.21-02	MONTHLY BILLING	EFT:	63.00
069849282747			000214			00	08/01/2024	001-6105-461.21-02	MONTHLY BILLING	EFT:	54.00
069849282747			000215			00	08/01/2024	001-6120-461.21-02	MONTHLY BILLING	EFT:	60.00
069849282747			000216			00	08/01/2024	001-7110-471.21-02	MONTHLY BILLING	EFT:	43.50
069849282747			000217			00	08/01/2024	001-7120-471.21-02	MONTHLY BILLING	EFT:	27.00
069849282747			000205			00	08/01/2024	501-4110-441.21-02	MONTHLY BILLING	EFT:	42.00
069849282747			000206			00	08/01/2024	501-4120-441.21-02	MONTHLY BILLING	EFT:	43.50
069849282747			000207			00	08/01/2024	501-4130-441.21-02	MONTHLY BILLING	EFT:	87.00
069849282747			000208			00	08/01/2024	521-4210-442.21-02	MONTHLY BILLING	EFT:	18.00

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
0004993	00	HARTFORD, THE						
069849282747	000209		00	08/01/2024	521-4220-442.21-02	MONTHLY BILLING	EFT:	55.50
069849282747	000210		00	08/01/2024	521-4230-442.21-02	MONTHLY BILLING	EFT:	79.50
069849282747	000211		00	08/01/2024	531-4310-443.21-02	MONTHLY BILLING	EFT:	9.00
069849282747	000212		00	08/01/2024	531-4320-443.21-02	MONTHLY BILLING	EFT:	54.00
069849282747	000213		00	08/01/2024	551-4520-445.21-02	MONTHLY BILLING	EFT:	7.50
069849282747	000191		00	08/01/2024	601-1230-412.21-02	MONTHLY BILLING	EFT:	9.00
069849282747	000196		00	08/01/2024	602-1340-413.21-02	MONTHLY BILLING	EFT:	43.50
069849282747	000204		00	08/01/2024	603-3150-431.21-02	MONTHLY BILLING	EFT:	18.00
069849282747	000194		00	08/01/2024	604-1320-413.21-02	MONTHLY BILLING	EFT:	43.50
069849282747	000201		00	08/01/2024	605-3116-431.21-02	MONTHLY BILLING	EFT:	9.00
						VENDOR TOTAL *	.00	1,357.50
0000286	00	HAYNES EQUIPMENT CO., INC.						
28732H	003446		00	08/01/2024	521-4220-442.52-12	FOOT VALVES FOR PUMP	EFT:	610.97
						VENDOR TOTAL *	.00	610.97
0000463	00	HOLIDAY CONTRACTING, INC.						
219 E SHAWNEE	003448		00	08/01/2024	521-4230-442.31-15	REPAIR ASHALT STREET 6"	EFT:	1,850.00
						VENDOR TOTAL *	.00	1,850.00
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES						
304001371	003446		00	08/01/2024	001-6130-461.52-15	DIPPIN' DOTS	EFT:	1,686.00
						VENDOR TOTAL *	.00	1,686.00
0004336	00	INSTAFUN KC PHOTOBOOTH LLC						
4TH OF JULY	003432		00	08/01/2024	001-6110-461.54-51	PHOTO BOOTH RENTAL	EFT:	600.00
SUMMER SPLASH	003431		00	08/01/2024	001-6130-461.54-51	PHOTO BOOTH RENTAL	EFT:	425.00
						VENDOR TOTAL *	.00	1,025.00
0004271	00	IRON MOUNTAIN INC						
JPZJ169	003450		00	08/01/2024	001-1150-411.31-15	OFF-SITE SHREDDING	EFT:	135.06
						VENDOR TOTAL *	.00	135.06
0003478	00	JCPRD						
1086958.020	003433		00	08/01/2024	001-6110-461.47-53	LITTLE BALLERS PROGRAM		3,038.63
						VENDOR TOTAL *	3,038.63	
0000405	00	JOHNSON COUNTY GOVERNMENT						
220769	003443		00	08/01/2024	001-2110-421.31-11	MEDICAL EXPENSES -INMATE		657.92
						VENDOR TOTAL *	657.92	
0099999	00	JUSTIN THOMAS HIEBER						
107496	003399		00	08/01/2024	001-0000-228.30-00	BOND REFUND		503.00
						VENDOR TOTAL *	503.00	
0002671	00	KANSAS GAS SERVICE						
105962227	0724 003439		00	08/01/2024	001-6120-461.40-04	NATURAL GAS - P&R		93.15
						VENDOR TOTAL *	93.15	
0004307	00	KRUGER TECHNOLOGIES, INC.						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004307 10937	00	KRUGER TECHNOLOGIES, INC. PI0354 008598	00 07/13/2024	401-6120-461.62-23	SOUTH CENTER TRAIL	EFT:	2,441.25
					VENDOR TOTAL *	.00	2,441.25
0004604 0323149.01	00 - 08	LAMP, RYNEARSON & ASSOCIATES PI0353 008442	00 07/24/2024	531-4340-443.62-10	WINWOOD PRK SWER LINE	22,493.53	
					VENDOR TOTAL *	22,493.53	
0004949 L19176 L19304	00	LEGAL RECORD, THE 003450	00 08/01/2024	001-1150-411.47-01	LEGAL NOTICE	EFT:	89.26
			00 08/01/2024	001-1150-411.47-01	LEGAL NOTICE	EFT:	86.65
					VENDOR TOTAL *	.00	175.91
0000117 INV001411960 INV001415544	00	LIFEGUARD STORE, INC., THE 003433	00 08/01/2024	001-6130-461.52-20	SAFETY SUPPLIES/RESCUE GE	EFT:	1,181.36
			00 08/01/2024	001-6130-461.52-20	SAFETY/RESCUE SUPPLIES	EFT:	13.50
					VENDOR TOTAL *	.00	1,194.86
0001368 1989	00	LLOYD HAROLD 003448	00 08/01/2024	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	397.50
					VENDOR TOTAL *	.00	397.50
0003700 1057574	00	MCANANY VAN CLEAVE & PHILLIPS PA 003448	00 08/01/2024	001-1120-411.31-02	LEGAL SERVICES	EFT:	5,008.50
					VENDOR TOTAL *	.00	5,008.50
0003579 143667 143667	00	MID-STATES MATERIALS LLC 003448	00 08/01/2024	521-4230-442.52-12	ROCK & DIRT	579.05	
			00 08/01/2024	531-4330-443.52-12	ROCK & DIRT	579.06	
					VENDOR TOTAL *	1,158.11	
0000132 IN-207512	00	NATIONAL SIGN CO., INC. 003412	00 08/01/2024	001-3120-431.52-10	GARDNER CEMETERY SIGNS	EFT:	140.00
					VENDOR TOTAL *	.00	140.00
0002813 33564	00	NOVATECH, LLC PI0352 008552	00 06/30/2024	501-4140-441.61-04	ENGINEERING SERV TURBINES	EFT:	6,735.00
					VENDOR TOTAL *	.00	6,735.00
0005440 IN00055953	00	PACE SYSTEMS, INC 003449	00 08/01/2024	001-2110-421.31-15	SCHEDULING SOFTWARE - PD	EFT:	335.00
					VENDOR TOTAL *	.00	335.00
0003125 313444 313445	00	PHOENIX FIRE SYSTEMS 003413	00 08/01/2024	603-3150-431.43-01	SEMI-ANNUAL INSPECTION	EFT:	145.00
			00 08/01/2024	603-3150-431.43-01	SEMI-ANNUAL INSPECTION	EFT:	145.00
					VENDOR TOTAL *	.00	290.00
0005219 1851886	00	POLYDYNE, INC 003446	00 08/01/2024	521-4220-442.52-13	POLYMER	EFT:	1,206.00

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
0005219	00	POLYDYNE, INC									
									VENDOR TOTAL *	.00	1,206.00
0004385	00	POMP'S TIRE SERVICE, INC.									
1180090196			003415			00	08/01/2024	605-3116-431.43-05	TRK #520 - TIRES	EFT:	2,367.54
									VENDOR TOTAL *	.00	2,367.54
0005330	00	PRECISION POLYGRAPH OF KC, LLC									
45			003433			00	08/01/2024	001-2110-421.31-15	POLYGRAPH	EFT:	250.00
									VENDOR TOTAL *	.00	250.00
0004927	00	PROGRESSIVE ELECTRONICS, INC									
0160861-IN			003448			00	08/01/2024	602-1340-413.31-15	CRESTRON 32X32 MATRIX	EFT:	1,144.50
									VENDOR TOTAL *	.00	1,144.50
0005456	00	PVS DX INC									
817001630-24			003416			00	08/01/2024	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	2,200.00
817001690-24			003417			00	08/01/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
									VENDOR TOTAL *	.00	4,340.40
0099999	00	SEQUIA PAIGE BOWIE									
112142			003397			00	08/01/2024	001-0000-228.30-00	BOND REFUND	5.00	
									VENDOR TOTAL *	5.00	
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8									
8812-2			003418			00	08/01/2024	001-6120-461.43-01	PAINT - SHELTER REPAIR	EFT:	118.22
									VENDOR TOTAL *	.00	118.22
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC									
143659598-001			003419			00	08/01/2024	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	103.80
									VENDOR TOTAL *	.00	103.80
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.									
47486			003420			00	08/01/2024	001-3120-431.52-08	PATCHING	EFT:	258.40
									VENDOR TOTAL *	.00	258.40
0001126	00	VALIDITY SCREENING SOLUTIONS									
246221			003440			00	08/01/2024	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	218.55
									VENDOR TOTAL *	.00	218.55
0000366	00	WARDROBE CLEANERS INC.									
07202024STM			003433			00	08/01/2024	001-2120-421.42-02	DRY CLEANING	395.00	
									VENDOR TOTAL *	395.00	
0003221	00	WEX BANK									
98353522			003444			00	08/01/2024	001-2110-421.52-09	PD ADMIN FUEL	EFT:	254.16
98353522			003444			00	08/01/2024	001-2120-421.52-09	PD OPERATIONS FUEL	EFT:	6,660.54
98353522			003444			00	08/01/2024	001-2120-421.43-05	PD SERVICE EXPENDITURES	EFT:	4,102.85
98353522			003445			00	08/01/2024	001-2120-421.52-09	FINANCE CHARGE	EFT:	512.97
98353522			003444			00	08/01/2024	001-3120-431.52-09	STREETS & STORM FUEL	EFT:	1,521.55

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003221	00	WEX BANK						
98353522	003445		00	08/01/2024	001-3120-431.52-09	FINANCE CHARGE	EFT:	512.97
98353522	003444		00	08/01/2024	001-3130-431.52-09	PW ADMIN FUEL	EFT:	340.55
98353522	003445		00	08/01/2024	001-3130-431.52-09	FINANCE CHARGE	EFT:	512.97
98353522	003444		00	08/01/2024	001-6120-461.52-09	P&R FUEL	EFT:	2,607.74
98353522	003445		00	08/01/2024	001-6120-461.52-09	FINANCE CHARGE	EFT:	512.97
98353522	003444		00	08/01/2024	001-7120-471.52-09	COMM DEV FUEL	EFT:	142.93
98353522	003445		00	08/01/2024	001-7120-471.52-09	FINANCE CHARGE	EFT:	512.97
98353522	003444		00	08/01/2024	551-4520-445.52-09	AIRPORT FUEL	EFT:	172.13
98353522	003444		00	08/01/2024	603-3150-431.52-09	BUILDING MAINT FUEL	EFT:	77.32
98353522	003445		00	08/01/2024	603-3150-431.52-09	FINANCE CHARGE	EFT:	512.96
						VENDOR TOTAL *	.00	18,957.58
						EFT/EPAY TOTAL ***		150,927.19
						TOTAL EXPENDITURES ****	34,056.89	150,927.19
						GRAND TOTAL *****		184,984.08

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
0004265	00	ACCESS INFORMATION PROTECTED	11053840	003470		00	08/08/2024	001-1150-411.31-15	OFF-SITE STORAGE	1,483.48	
									VENDOR TOTAL *	1,483.48	
0005345	00	ACE IMAGEWEAR	1412023	003471		00	08/08/2024	605-3116-431.52-20	RAG SERVICE	EFT:	55.00
									VENDOR TOTAL *	.00	55.00
0099999	00	ACHENBACH, DARRIN & BETHANIE	000031363	UT		00	08/06/2024	501-0000-229.00-00	FINAL BILL REFUND	231.38	
									VENDOR TOTAL *	231.38	
0004340	00	ALL CITY MANAGEMENT SERVICES INC	94641	PI0362	008480	00	07/18/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	447.68
									VENDOR TOTAL *	.00	447.68
0000056	00	AMERICAN EQUIPMENT CO.	72227	PI0363	008555	00	07/31/2024	404-3110-411.61-09	2024 DODGE 2500 #509	EFT:	20,137.00
									VENDOR TOTAL *	.00	20,137.00
0005386	00	AMERICAN PAYMENT CENTERS	99356	003452		00	08/08/2024	604-1320-413.44-02	QUARTERLY DROP BOX RENTAL	EFT:	312.00
									VENDOR TOTAL *	.00	312.00
0005245	00	AMERICAN SOLUTIONS FOR BUSINESS	INV07490167	003474		00	08/08/2024	702-6110-461.54-52	GARDNER GOLD DUCK T-SHIRT	394.92	
									VENDOR TOTAL *	394.92	
0001986	00	ANIXTER, INC.	6046623-20	003477		00	08/08/2024	501-4130-441.52-31	PRIMARY OVERHEAD WIRE	EFT:	536.60
			6120355-00	PI0367	008635	00	07/24/2024	501-4130-441.52-31	WIRE 1/0 AL STR TRIPLEX	EFT:	12,315.94
			6004798-00	PI0372	008643	00	07/15/2024	501-4130-441.52-31	CLASS B COPPER C-RD LINEA	EFT:	144,390.47
			6046623-20	PI0359	008580	00	06/28/2024	501-4140-441.62-15	PRIMARY OVERHEAD WIRE	EFT:	6,654.70
									VENDOR TOTAL *	.00	163,897.71
0004970	00	AQUATIC ECOSYSTEM CONSULTANTS	6526	003453		00	08/08/2024	001-6120-461.31-15	CP POND TREATMENT	EFT:	435.00
			6568	003454		00	08/08/2024	001-6120-461.31-15	CP LAKE TREATMENT	EFT:	677.00
									VENDOR TOTAL *	.00	1,112.00
0099999	00	ARCHER, PATRICIA	000049767	UT		00	07/25/2024	501-0000-229.00-00	FINAL BILL REFUND	113.51	
									VENDOR TOTAL *	113.51	
0000045	00	ARLAN CO, INC.	15908	003476		00	08/08/2024	001-6130-461.52-20	SOLAR STAND UMBRELLAS (8)	EFT:	595.75
									VENDOR TOTAL *	.00	595.75
0002847	00	BLACK HILLS ENERGY	4848285043	0724003471		00	08/08/2024	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002847	00	BLACK HILLS ENERGY						
						VENDOR TOTAL *	.00	2,668.84
0001834 66705	00	C & C GROUP 003471	00	08/08/2024	603-3150-431.43-01	FIRE ALARM MONITORING	EFT:	720.00
						VENDOR TOTAL *	.00	720.00
0099999 000072077	00	CALL, BROOKE UT	00	08/05/2024	501-0000-229.00-00	FINAL BILL REFUND	21.89	
						VENDOR TOTAL *	21.89	
0001842 CINV-413 CINV-568 CINV-569	00	CITY OF OLATHE 003471 003471 003471	00	08/08/2024 08/08/2024 08/08/2024	521-4220-442.31-15 521-4220-442.31-15 531-4320-443.31-15	LAB TESTING - HILLSDALE LAB TESTING - HILLSDALE LAB TESTING - KILL CREEK	EFT: EFT: EFT:	154.00 61.00 767.00
						VENDOR TOTAL *	.00	982.00
0000069 14659	00	COLEMAN EQUIPMENT, INC. PI0368 008636	00	07/24/2024	501-4130-441.61-04	COMPACT EXCAVATOR	EFT:	63,111.08
						VENDOR TOTAL *	.00	63,111.08
0001201 50431-1 50466-1 50123-1	00	COMMERCIAL AQUATIC SERVICES, INC 003455 003456 PI0371 008641	00	08/08/2024 08/08/2024 07/12/2024	001-6130-461.52-13 001-6130-461.52-13 001-6130-461.52-13	CHEMICALS CHEMICALS CHEMICALS	EFT: EFT: EFT:	4,566.61 36.50 5,006.66
						VENDOR TOTAL *	.00	9,609.77
0004817 INV1005773	00	CONVERGEONE, INC PI0360 008640	00	06/12/2024	602-1340-413.47-05	MICROSOFT 365 MAY 2024	EFT:	7,200.00
						VENDOR TOTAL *	.00	7,200.00
0099999 000069423 000069423	00	CROSSROAD TRAILS EDUCATIONAL C UT UT	00	08/05/2024 08/05/2024	501-0000-229.00-00 501-0000-229.00-00	FINAL BILL REFUND FINAL BILL REFUND	279.59 214.69	
						VENDOR TOTAL *	494.28	
0001557 214668	00	DATCO, INC 003474	00	08/08/2024	001-2120-421.53-02	UNIFORMS	77.00	
						VENDOR TOTAL *	77.00	
0002336 GARDNER GRIND	00	DAVIS, PHIL,CK GRP-A 003457	00	08/08/2024	001-6110-461.54-51	DJ SERVICES	475.00	
						VENDOR TOTAL *	475.00	
0002336 2407	00	DAVIS, PHIL,CK GRP-B 003474	00	08/08/2024	001-6130-461.54-51	MUSIC FOR 4TH OF JULY	250.00	
						VENDOR TOTAL *	250.00	
0099999 000071247	00	EDWARDS, ADYSON UT	00	07/25/2024	501-0000-229.00-00	FINAL BILL REFUND	42.48	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0099999	00	EDWARDS, ADYSON							
						VENDOR TOTAL *	42.48		
0002511	00	ENRIGHT LAWNS, INC							
25479	003458		00	08/08/2024	001-6120-461.31-15	MOWING & TRIMMING - JULY	EFT:		4,965.00
						VENDOR TOTAL *	.00		4,965.00
0005226	00	EVCO WHOLESALE FOOD CORP							
0801868	003459		00	08/08/2024	001-6130-461.52-15	GAC CONCESSIONS	1,796.76		
						VENDOR TOTAL *	1,796.76		
0004946	00	EVERGY							
4469208877	0724003478		00	08/09/2024	521-4220-442.40-05	ELECTRIC @ 14A AIR RD	66.69		
6466308678	0724003478		00	08/09/2024	531-4320-443.40-05	ELECTRIC AT WWTP	37.33		
						VENDOR TOTAL *	104.02		
0000855	00	EWING IRRIGATION PRODUCTS, INC							
22930736	003471		00	08/08/2024	001-6120-461.52-01	FIELD CHALK	EFT:		612.13
22890208	003471		00	08/08/2024	001-6130-461.52-01	EQUIPMENT & REPAIR SUPPLY	EFT:		21.43
						VENDOR TOTAL *	.00		633.56
0099999	00	FITE, ELIZABETH							
000074533	UT		00	07/25/2024	501-0000-229.00-00	FINAL BILL REFUND	76.64		
						VENDOR TOTAL *	76.64		
0005378	00	FLUID EQUIPMENT							
5599155	003477		00	08/08/2024	404-3110-411.61-09	PUMP FOR WW-VERF	EFT:		851.32
5599143	PI0365	008630	00	07/29/2024	404-3110-411.61-09	PUMP FOR WW-VERF	EFT:		42,871.43
5599155	PI0366	008630	00	07/29/2024	404-3110-411.61-09	PUMP FOR WW-VERF	EFT:		7,117.57
						VENDOR TOTAL *	.00		50,840.32
0099999	00	FRAKES, LILLIAN							
000071939	UT		00	07/25/2024	501-0000-229.00-00	FINAL BILL REFUND	28.67		
						VENDOR TOTAL *	28.67		
0000086	00	GALLS, LLC							
028624715	003460		00	08/08/2024	001-2120-421.53-02	SOFTSHELL JACKET -PHILPOT	EFT:		148.49
						VENDOR TOTAL *	.00		148.49
0000433	00	GARDNER CHAMBER OF COMMERCE							
8577	PI0369	008637	00	07/15/2024	105-1120-411.31-15	2024 AGREEMENT	EFT:		25,000.00
						VENDOR TOTAL *	.00		25,000.00
0000092	00	GEORGE BUTLER ASSOC., INC.							
82315	PI0361	008164	00	07/18/2024	531-4340-443.62-10	CEDAR NILES/STRONG LIFT	59,298.14		
						VENDOR TOTAL *	59,298.14		
0000181	00	GRAINGER							
9187186656	003471		00	08/08/2024	501-4120-441.52-12	UTILITY PUMP	EFT:		434.78
						VENDOR TOTAL *	.00		434.78
0005482	00	GRAVIE ADMINISTRATIVE SERVICES, INC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005482	00	GRAVIE ADMINISTRATIVE SERVICES, INC							
INV-035826	003478		00	08/09/2024	001-1140-411.31-15	GRAVIE ADMIN FEE - AUG 24	CHECK #:	136	3,675.00
CR 08-05-24	003471		00	08/06/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #:	136	156.73-
ICHRA27195	003471		00	08/01/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #:	136	448.26
ICHRA27273	003477		00	08/08/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #:	136	1,295.11
						VENDOR TOTAL *		.00	5,261.64
0003183	00	GREEN SPECTRUM MARKETING LLC							
7725	PI0358	008642	00	04/02/2024	001-6130-461.52-15	CONCESSIONS SPONSOR CUPS	EFT:		6,060.00
						VENDOR TOTAL *		.00	6,060.00
0001840	00	GT DISTRIBUTORS INC							
INV1009865	003461		00	08/08/2024	001-2120-421.52-20	GLOCK MAGAZINES - SRO'S	EFT:		39.58
INV1010089	003462		00	08/08/2024	001-2120-421.46-01	SIMUMITION ROUNDS -	EFT:		63.98
UNIV0050458	003463		00	08/08/2024	001-2120-421.53-02	SEW PATCHES ON SHIRTS	EFT:		4.00
UNIV0050473	003464		00	08/08/2024	001-2120-421.53-02	UNIFORMS	EFT:		843.30
UNIV0050505	003465		00	08/08/2024	001-2120-421.53-02	UNIFORMS	EFT:		84.66
						VENDOR TOTAL *		.00	1,035.52
0003739	00	HAWKINS, INC.							
6811916	003471		00	08/08/2024	531-4320-443.52-13	POLYMER	EFT:		3,123.00
						VENDOR TOTAL *		.00	3,123.00
0000348	00	HEARTLAND PLUMBING, INC.							
20089323	003471		00	08/08/2024	521-4220-442.43-02	PLUMBING ROUGH-IN	EFT:		954.67
						VENDOR TOTAL *		.00	954.67
0002919	00	JOHNSON COUNTY MOTOR VEHICLE							
C2623	003471		00	08/08/2024	501-4110-441.31-15	REGISTRATION TRK #408		42.75	
						VENDOR TOTAL *		42.75	
0002760	00	KA-COMM, INC							
193555	003474		00	08/08/2024	001-2120-421.43-05	REPLACE REAR BUMPER LIGHT	EFT:		1,313.74
						VENDOR TOTAL *		.00	1,313.74
0002671	00	KANSAS GAS SERVICE							
161419073	0724	003478	00	08/09/2024	501-4130-441.40-04	NATURAL GAS		93.48	
						VENDOR TOTAL *		93.48	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
4070670	003471		00	08/08/2024	001-3120-431.31-15	LOCATES	EFT:		10.80
4070264	003471		00	08/08/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:		15.60
						VENDOR TOTAL *		.00	26.40
0001130	00	KDHE - BUREAU OF WATER							
08052024	003475		00	08/08/2024	531-4330-443.46-02	SANITARY SEWER PERMIT FEE		60.00	
						VENDOR TOTAL *		60.00	
0099999	00	KING, CHARLOTTE							
000071461	UT		00	08/06/2024	501-0000-229.00-00	FINAL BILL REFUND		10.95	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	KING, CHARLOTTE						
						VENDOR TOTAL *	10.95	
0001626 GRDA-GD-24-09	00 003475	KMEA GRDA OPERATING ACCT	00	08/08/2024	501-4120-441.41-01	GRDA ELECTRIC PURCHASE	EFT:	294,354.00
						VENDOR TOTAL *	.00	294,354.00
0003399 WAPA-GA-24-08	00 003475	KMEA WAPA OPERATING FUND	00	08/08/2024	501-4120-441.41-01	WAPA ELECTRIC PURCHASE	EFT:	8,026.00
						VENDOR TOTAL *	.00	8,026.00
0001103 3425512	00 003466	KUTAK ROCK LLP	00	08/08/2024	001-1305-413.31-01	2019A, B INTERIM ARB CALC	EFT:	2,500.00
						VENDOR TOTAL *	.00	2,500.00
0099999 000067903	00 UT	LEE, JONATHAN	00	08/06/2024	501-0000-229.00-00	FINAL BILL REFUND	59.00	
						VENDOR TOTAL *	59.00	
0005186 44411089	00 003471	LINDE GAS & EQUIPMENT	00	08/08/2024	605-3116-431.44-02	CYLINDER RENTAL	EFT:	201.54
						VENDOR TOTAL *	.00	201.54
0099999 06052024	00 003475	LISA SALINAS	00	08/08/2024	560-3120-431.54-99	STORMWATER BMP COST SHARE	71.00	
						VENDOR TOTAL *	71.00	
0005481 692	00 003474	LOCKED ARMS SECURITY LLC	00	08/08/2024	001-6130-461.54-51	SECURITY FOR 4TH OF JULY	EFT:	2,120.00
						VENDOR TOTAL *	.00	2,120.00
0099999 000071499	00 UT	MCALISTER, KEVIN	00	08/06/2024	501-0000-229.00-00	FINAL BILL REFUND	54.19	
						VENDOR TOTAL *	54.19	
0000375 24-578	00 003471	MID-AMERICAN SIGNAL, INC.	00	08/08/2024	001-3120-431.52-10	TRAFFIC SIGNAL SERVICES	EFT:	450.00
						VENDOR TOTAL *	.00	450.00
0003197 20240729.08	00 PI0373	MIDWEST PUBLIC RISK-P & L CONTRIBUT	00	07/29/2024	001-2110-421.31-15	LEXIPOL POLICE 24-25	EFT:	6,682.58
						VENDOR TOTAL *	.00	6,682.58
0005397 1999 1999 1999	00 003474 003474 003474	MUNIPLATFORM	00	08/08/2024 08/08/2024 08/08/2024	403-9100-491.75-00 403-9100-491.75-00 403-9100-491.75-00	2024A & B COI 2024A & B COI 2024A & B COI	EFT: EFT: EFT:	225.00 148.50 76.50
						VENDOR TOTAL *	.00	450.00
0099999	00	NEXPOINT SFR SPE 3 LLC						

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	NEXPOINT SFR SPE 3 LLC						
000071653		UT	00	08/02/2024	501-0000-229.00-00	MANUAL CHECK	96.11	
000071653		UT	00	08/02/2024	501-0000-229.00-00	MANUAL CHECK	66.95	
						VENDOR TOTAL *	163.06	
0099999	00	NICOLYN INVESTMENTS						
000073653		UT	00	08/06/2024	501-0000-229.00-00	FINAL BILL REFUND	12.69	
						VENDOR TOTAL *	12.69	
0005465	00	OLATHE T-SHIRT & TROPHY						
32752		003474	00	08/08/2024	001-6110-461.54-51	GARDNER GRIND T-SHIRTS	3,357.00	
						VENDOR TOTAL *	3,357.00	
0000142	00	OLATHE WINWATER WORKS						
194517	01	003474	00	08/08/2024	521-4230-442.52-12	NOZZLE	EFT:	240.00
194518	01	003474	00	08/08/2024	521-4230-442.52-32	CHECK VALVE	EFT:	290.00
194885	01	003474	00	08/08/2024	521-4230-442.52-32	3/4 CORPS	EFT:	900.00
194965	01	003474	00	08/08/2024	521-4230-442.52-12	RUBBER METER GASKETS	EFT:	333.55
194493	01	003471	00	08/08/2024	531-4320-443.52-12	REPLACEMENTS FOR GRIT	EFT:	75.00
						VENDOR TOTAL *	.00	1,838.55
0001138	00	OVERHEAD DOOR CO OF KC, INC.						
SVC/262-979574		003471	00	08/08/2024	551-4520-445.43-03	HANGAR DOOR REPAIR	EFT:	613.00
						VENDOR TOTAL *	.00	613.00
0002020	00	PACE ANALYTICAL SERVICES, INC						
2460210598		003473	00	08/08/2024	531-4320-443.31-15	LAB TESTING - WWTP	EFT:	1,286.00
						VENDOR TOTAL *	.00	1,286.00
0001569	00	PAYCOR, INC						
INV05665175		003477	00	08/07/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107
						VENDOR TOTAL *	.00	1,082.82
0000145	00	PEPSI-COLA						
76348204		003470	00	08/08/2024	001-6130-461.52-15	GAC CONCESSIONS	EFT:	1,081.94
25583452		003470	00	08/08/2024	001-6130-461.52-15	GAC CONCESSIONS	EFT:	578.87
25442055		003470	00	08/08/2024	001-6130-461.52-15	GAC CONCESSIONS	EFT:	1,409.95
						VENDOR TOTAL *	.00	3,070.76
0005219	00	POLYDYNE, INC						
1853616		003473	00	08/08/2024	521-4220-442.52-13	POLYMER	EFT:	1,206.00
						VENDOR TOTAL *	.00	1,206.00
0004385	00	POMP'S TIRE SERVICE, INC.						
1180090607		003478	00	08/09/2024	501-4110-441.52-04	NEW TIRE - TRUCK #402	EFT:	496.03
1180090708		003478	00	08/09/2024	501-4130-441.52-04	2 NEW TIRES - BACKYARD	EFT:	788.48
						VENDOR TOTAL *	.00	1,284.51
0005370	00	P1 SERVICE, LLC						
107116688		PI0370 008639	00	07/16/2024	501-4120-441.43-02	HVAC REPAIR @ SUB 3	EFT:	5,969.83

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
0005370	00	P1 SERVICE, LLC									
									VENDOR TOTAL *	.00	5,969.83
0005469	00	SANDS CONSTRUCTION, LLC									
PAY REQUEST 2		PI0364 008578				00	07/31/2024	401-6120-461.62-23	SOUTH CENTER TRAIL	EFT:	61,862.68
									VENDOR TOTAL *	.00	61,862.68
0099999	00	SCHAMBACH, AUDREY									
000071611		UT				00	07/26/2024	501-0000-229.00-00	FINAL BILL REFUND	18.75	
									VENDOR TOTAL *	18.75	
0011111	00	SHAWN LAURENT									
K9 TRAINING		003479				00	08/08/2024	110-2110-421.61-04	PER DIEM	3,186.00	
									VENDOR TOTAL *	3,186.00	
0000161	00	SIGN HERE, INC.									
25668		003471				00	08/08/2024	404-3110-411.61-09	LETTERING ON NEW TRKS 305	EFT:	1,956.00
									VENDOR TOTAL *	.00	1,956.00
0099999	00	SOLMS, HENRY N									
000074323		UT				00	07/25/2024	501-0000-229.00-00	FINAL BILL REFUND	30.24	
									VENDOR TOTAL *	30.24	
0099999	00	STAFFORD, MALASHIA									
000066575		UT				00	08/05/2024	501-0000-229.00-00	FINAL BILL REFUND	71.54	
									VENDOR TOTAL *	71.54	
0003791	00	STANDARD AND POOR'S									
11479245		003475				00	08/08/2024	403-9100-491.75-00	2024B COI	EFT:	7,290.00
11479246		003475				00	08/08/2024	403-9100-491.75-00	2024A COI	EFT:	8,464.50
11479246		003475				00	08/08/2024	403-9100-491.75-00	2024A COI	EFT:	4,360.50
									VENDOR TOTAL *	.00	20,115.00
0004154	00	SUMNER, RYAN LEE									
2024-5		003467				00	08/08/2024	001-2120-421.52-20	SERVICES-TRAVEL-PER DIEM	EFT:	3,161.00
									VENDOR TOTAL *	.00	3,161.00
0004482	00	SUPERION, LLC									
417013		PI0374 008381				00	08/01/2024	602-1340-413.47-05	ASP-TECHNICAL-ACCESS FEES	EFT:	9,993.35
									VENDOR TOTAL *	.00	9,993.35
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.									
47527		003475				00	08/08/2024	001-3120-431.52-08	PATCHING	EFT:	311.63
47553		003475				00	08/08/2024	001-3120-431.52-08	PATCHING	EFT:	510.65
47599		003475				00	08/08/2024	001-3120-431.52-08	PATCHING	EFT:	224.02
									VENDOR TOTAL *	.00	1,046.30
0000174	00	TAPCO PRODUCTS CO.									
303472		003472				00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	148.70
303475		003472				00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	30.82

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
0000174	00	TAPCO PRODUCTS CO.						
305896	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	30.83
303476	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	76.71
303481	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	57.81
303482	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	89.34
304879	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	97.04
303473	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	79.50
303471	003472		00	08/08/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	223.60
						VENDOR TOTAL *	.00	834.35
0000026	00	USIC LOCATING SERVICES						
675558	003471		00	08/08/2024	001-3120-431.31-15	TRAFFIC SIGNAL LOCATES	EFT:	61.80
675553	003473		00	08/08/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	185.40
						VENDOR TOTAL *	.00	247.20
0000289	00	VIKING INDUSTRIAL SUPPLY						
15723	003469		00	08/08/2024	001-6110-461.52-20	SHOP SUPPLIES	EFT:	831.60
15722	003468		00	08/08/2024	001-6130-461.52-01	GAC RESTROOM SUPPLIES	EFT:	422.04
						VENDOR TOTAL *	.00	1,253.64
0099999	00	WARCZAKOSKI, ABIGAIL						
000072701	UT		00	07/25/2024	501-0000-229.00-00	FINAL BILL REFUND	24.81	
						VENDOR TOTAL *	24.81	
0099999	00	WATKINS, SADIE						
000072143	UT		00	08/05/2024	501-0000-229.00-00	FINAL BILL REFUND	5.66	
						VENDOR TOTAL *	5.66	
0004137	00	WINPRO SOLUTIONS, INC						
299005	003473		00	08/08/2024	531-4320-443.52-20	TOWELS FOR PLANT	EFT:	128.60
						VENDOR TOTAL *	.00	128.60
						HAND ISSUED TOTAL ***		6,344.46
						EFT/EPAY TOTAL ***		796,035.20
						TOTAL EXPENDITURES ****	72,149.29	802,379.66
					GRAND TOTAL *****			874,528.95

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to award a Progressive Design-Build contract to the Joint Venture Burns & McDonnell / CAS Constructors for a new Hillsdale Intake Structure

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Water Division

Board/Committee Recommendation:

On August 1, 2024, the Utility Advisory Commission approved a recommendation to the City Council to award a contract to Burns & McDonnell / CAS Contractors for a new Hillsdale Intake Structure.

Staff Recommendation:

Approve Utility Advisory Commission recommendation.

Background/Description of Item:

On January 4, 2019, the Utilities Department advertised the Request for Qualifications for the Progressive Design-Build Services for the Hillsdale Water Treatment Plant Expansion Project. On February 8, 2019 Statements of Qualifications from three (3) Design Build Teams were received and reviewed. At this time the Selection Committee determined that all three entities would be interviewed on February 20, 2019. Upon completion of those interviews the Selection Committee unanimously choose the Joint Venture Group of Burns & McDonnell to move forward with contract discussions for the design and construction of the proposed 2 MGD expansion of the Hillsdale Water Treatment Plant. The project was successfully completed by the Joint Venture Group and been in operation since 2021.

The Hillsdale Water Treatment Plant Intake Structure project can be looked at as another step in the expansion process of the Hillsdale Water Treatment Plant and the overall operation and distribution of the City of Gardner's water system. The Joint Venture Group provided a proposal for the Intake Structure project and it was determined that the Joint Venture Group was best suited for this project with the expertise of the intake structure, raw water transmission main improvements and treatment improvements made in the Hillsdale Treatment Plant Expansion project. Through that project, the Joint Venture group navigated the permitting process and created relationships with the major stakeholder for this project, the U.S. Army Corp of Engineers (USACE), in which a lengthy permitting process will be required.

The Progressive Design project will consist of, but not limited to, the design, construction, permitting, electrical, controls, pumping evaluations/selections, installation of new connections to the raw water transmission mains, structures and other improvements at the Hillsdale Lake Intake site. The existing intake is limited to 5.9 MGD; these improvements will allow for the expansion

of the treatment plant to meet future needs and a maximum build out of 12MGD of water to be treated at the Hillsdale Water Treatment Plant.

Financial Impact:

Funding for the project is available from Water Fund, CIP Project WA-2203.

Attachments:

- August 1, 2024, UAC Meeting excerpt
- Burns & McDonnell Statement of Qualifications
- Hillsdale Intake Structure Professional Services Agreement

Suggested Motion:

Authorize the City Administrator to execute the Progressive Design Build Phase I design services for the Hillsdale Water Treatment Plant Intake Structure Project, CIP Project No. WA2203 to the Joint Venture Group of Burns & McDonnell and CAS Constructors, LLC not to exceed the budgeted \$759,952.00.

NEW BUSINESS

1. Consider a recommendation to award a Progressive Design-Build contract to the Joint Venture Burns and McDonnell / CAS Constructors for a new Hillsdale Intake Structure.

Director Garcia presented the staff report. On January 4, 2019, the Utilities Department advertised the Request for Qualifications for the Progressive Design-Build Services for the Hillsdale Water Treatment Plant Expansion Project. On February 8, 2019 Statements of Qualifications from three (3) Design Build Teams were received and reviewed. At this time the Selection Committee determined that all three entities would be interviewed on February 20, 2019. Upon completion of those interviews the Selection Committee unanimously choose the Joint Venture Group of Burns & McDonnell to move forward with contract discussions for the design and construction of the proposed 2 MGD expansion of the Hillsdale Water Treatment Plant. The project was successfully completed by the Joint Venture Group and been in operation since 2021.

The Hillsdale Water Treatment Plant Intake Structure project can be looked as another step in the expansion process of the Hillsdale Water Treatment Plant and the overall operation and distribution of the City of Gardner's water system. The Joint Venture Group provided proposal for the Intake Structure project and it was determined that the Joint Venture Group was best suited for this project with the expertise of the intake structure, raw water transmission main improvements and treatment improvements made in the Hillsdale Treatment Plant Expansion project. Through that project, the Joint Venture group navigated the permitting process and created relationships with the major stakeholder for this project, the U.S. Army Corp of Engineers (USACE), in which a lengthy permitting process will be required.

The Progressive Design project will consist of but not limited to the design, construction, permitting, electrical, controls, pumping evaluations/selections, installation of new connections to the raw water transmission mains, structures and other improvements at the Hillsdale Lake Intake site. The existing intake is limited to 5.9 MGD; these improvements will allow for the expansion of the treatment plant to meet future needs and a maximum build out of 12MGD of water to be treated at the Hillsdale Water Treatment Plant. Garcia felt that Burns and McDonnell has a long history of working with the U.S. Army Corps of Engineers and vast experience which is why they were chosen to take on this project.

Jake White, Burns and McDonnell engineer and client manager, discussed the need for the project and fielded questions. He discussed the need for reliability and redundancy. He said that the intake has a potential for failure and the possibility of failure needs to be minimized as much as possible. Driving down the capital cost initially is important and to have the flexibility for pumps to get the plant up to 12 mg/d are some of the goals. The plant has 5.9 mg/d being pumped right now but they are wanting to have the plant meet the city's long term needs as well. Chairperson Coleman asked what will happen to the current intake. White said that it most likely will be abandoned or demolished, but guessing it will be demolished. Coleman also asked what the timeframe is for the build-out. White said that the permitting may take 6-9 months and construction could take roughly 24-36 months but that the main driver is supply chain issues. Coleman asked if what we have will be sufficient in the time we are waiting for it to be built and Garcia said that he thinks we will be okay within the timeframe.

Motion by Commissioner Plahn, seconded by Commissioner Jackson, to approve a recommendation to the City Council to award a Progressive Design Build Contract for the Hillsdale Water Treatment Plant Intake Structure Project, CIP Project No. WA2203 to the Joint Venture group of Burns and McDonnell and CAS Constructors, LLC not to exceed the budgeted \$759,952.00.

Motion carried 4-0 Aye



THE POWER OF PARTNERSHIP | SINCE 1994

City of Gardner, Kansas
Utilities Department

STATEMENT OF QUALIFICATIONS

HILLSDALE WATER TREATMENT PLANT INTAKE STRUCTURE PROJECT WA2203

AUGUST 21, 2023

Submitted to:

City of Gardner, KS
Utilities Department
Attn: Jeff LeMire
1150 E. Santa Fe Street
Gardner, KS 66030

Prepared by:

Burns & McDonnell
Jake White, Client Manager
9400 Ward Parkway
Kansas City, MO 64114



August 21, 2023

City of Gardner, KS
Attn: Jeff LeMire
1150 E. Santa Fe Street
Gardner, KS 66030
Submitted via: jlemire@gardnerkansas.gov

RE: Statement of Qualifications for Hillsdale WTP Intake Structure Project, WA2203

Dear Mr. LeMire and City Council:

The City of Gardner has made great improvements to its water infrastructure in an effort to add more capacity to better serve your growing population. But even with the expansion of your water treatment plant (WTP) completed in 2021, you need to be able to convey more water to the plant *and* distribute it to the community.

As the team who designed and built your Hillsdale WTP expansion, Burns & McDonnell and CAS Constructors stand ready to help design, permit and build your new raw water intake structure. We offer select benefits as a preferred consultant:

- Strong relationships and understanding of your goals, preferences and procedures** | The City will work with the same leadership who delivered your Hillsdale WTP, including **Project Manager Dana Weir** and **Construction Manager Travis Stryker**. We understand how your WTP was built and the constraints of your current intake. As a joint venture, we've navigated the contracting process with the City and the permitting process with Miami County and the U.S. Army Corps of Engineers (USACE). We intend to **move forward as expeditiously and efficiently as possible**, as time is of the essence.
- Understanding of your intake needs and requirements** | Before construction of your plant expansion began, our team recommended key next steps, including a new raw water intake at the Hillsdale Reservoir. The existing capacity is limited to 6 MGD and the existing intake is not expandable. We understand the necessary elements required to move this essential project forward including conceptual design, development of an environmental impact statement, the lengthy USACE permitting and land acquisition processes, and constructing in marine environments. Our goal will be to **find opportunities to advance the schedule, expediting elements that we can control such as early purchase of materials and equipment** once the project clears regulatory approval.
- Local and national experience in collecting and treating raw water** | Burns & McDonnell and CAS Constructors bring the best of our local project leadership backed by a deep national bench of water infrastructure engineers and builders. Our firms have delivered dozens of intake structures, from reservoirs and lakes to major rivers, through both traditional and collaborative delivery (such as design-build) methods. We have the in-house **resources needed to deliver a quality design, as well as resources to self-perform the construction work to keep you on schedule**.

We appreciate the unique opportunity to work again with your staff and plant operators. As with all of our joint venture projects, Burns & McDonnell and CAS Constructors remain committed to delivering quality projects with exceptional client service. Please do not hesitate to contact either of us with questions about our qualifications or proposed approach. We thank you for your consideration.

Sincerely,
Burns & McDonnell / CAS Constructors Joint Venture



Jake White, PE | Client Manager
P: 913-617-6545
E: jmwhite@burnsmcd.com
9400 Ward Parkway
Kansas City, MO 64114



Travis Stryker, PE, LEED AP | Executive Sponsor & Construction Manager
P: 785-270-1142
E: travis.stryker@casconstructors.com
3500 SW Fairlawn Road, Suite 200
Topeka, KS 66614

A JOINT VENTURE BETWEEN TWO OF THE BIGGEST (LOCAL) NAMES IN WATER DESIGN & CONSTRUCTION

Burns & McDonnell and CAS Constructors' partnership is not an engineer-led team, in which design viewpoints dominate the decision-making process, nor are we a contractor-led team with design subcontractors, where innovative design ideas are minimized by construction-focused management. In stark contrast to other teams, **we are a fully integrated team providing an optimal balance of both design and construction strengths.** Our joint venture business structure achieves perfect balance by placing both the designer and builder in a position of complete responsibility for the successful delivery of your project, fully integrating the design, construction and most importantly, your operations team to define, develop and deliver a successful project.



We design and build the tangible and intangible, everything you see (and don't see) that helps our cities thrive. We've worked relentlessly to make our clients and our communities successful since 1898, because we know safe, essential infrastructure is the foundation of a flourishing society.

Burns & McDonnell specializes in helping clients get water and wastewater projects from concept to completion quickly and efficiently. We are more than designers: we're a capital project delivery firm. Our approach to design-build delivers complex projects that emphasizes quality operations, effective financial management and faster implementation. Because we both design and construct critical water infrastructure, we understand how to design and construct a project that will take your community into the next century.

10,000+

EMPLOYEE-OWNERS WITH MORE THAN
3,700 PERSONNEL IN KANSAS CITY

#6 DESIGN-BUILD FIRM

NATIONALLY-RANKED BY ENR 2023

#7 DESIGN FIRM

NATIONALLY-RANKED BY ENR 2023

#7 WATER TREATMENT

NATIONALLY-RANKED BY ENR 2023

#15 WATER SUPPLY

NATIONALLY-RANKED BY ENR 2023



CAS Constructors was founded by Charles A. Stryker in 1985, beginning the company's legacy of efficiency, reliability, safety and quality in water and wastewater construction. Since that time, CAS Constructors has successfully completed over 400 water and wastewater treatment projects for a wide variety of clients throughout the Midwest.

In 2012, CAS Constructors was acquired by Alberici Corporation, a leading builder of water treatment plants in North America. The acquisition has provided CAS Constructors with additional resources allowing us to better serve our clients. Today, we continue to build on our reputation and tradition for success that our clients demand in a construction partner.

400+

WATER AND WASTEWATER
CONSTRUCTION PROJECTS

#39 LARGEST CONTRACTOR

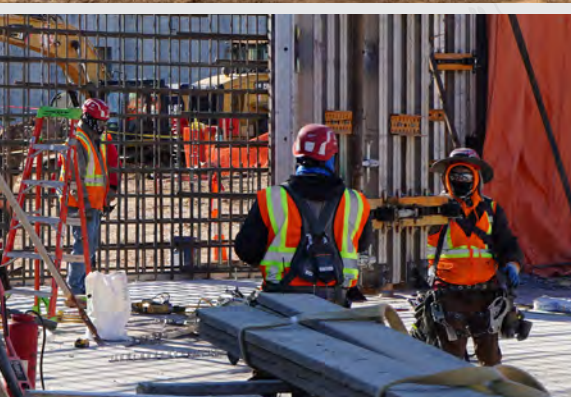
NATIONALLY-RANKED BY ENR 2023 (Alberici)

#2 MIDWEST CONTRACTOR

RANKED BY ENR MIDWEST 2023 (Alberici)

29 YEARS

SINCE LAST LOST-TIME INCIDENT



A WELL-RESPECTED JOINT VENTURE TEAM

\$768+ MILLION

PROJECTS DELIVERED TOGETHER AS
A JOINT VENTURE FOR WATER AND
WASTEWATER CLIENTS

37 DESIGN-BUILD

PROJECTS DELIVERED FOR WATER AND
WASTEWATER CLIENTS, ALL WITH:

ZERO
COST OVERRUNS

ZERO
SCHEDULE OVERRUNS

ZERO
CONTRACTOR-INITIATED
CHANGE ORDERS

CLIENT SATISFACTION
MORE THAN 95% OF OUR BUSINESS
COMES FROM REPEAT CLIENTS, A
TESTAMENT TO THE SUCCESS OF OUR
PROJECT DELIVERY METHODS.

PROJECT APPROACH & METHODOLOGY

We understand the necessary elements required to move this essential project forward including conceptual design, development of an environmental impact statement, the lengthy USACE permitting and land acquisition processes, and constructing in marine environments. Our goal will be to find opportunities to advance the schedule, expediting elements that we can control such as early purchase of materials and equipment once the project clears regulatory approval.

The approach to delivering your Hillsdale Intake Project will be broken up into three distinct phases:

- **Phase I:** Stakeholder engagement, alternatives evaluation and formalization of permitting requirements.
- **Phase II:** Conceptual design, permitting and development of lump sum design-build proposal.
- **Phase III:** Detailed design and construction

PHASE I

STAKEHOLDER ENGAGEMENT

From the very onset of your intake structure project, a strong stakeholder engagement program will be necessary to streamline critical permitting and design efforts. Key stakeholders will include the USACE, Kansas Department of Health & Environment (KDHE), US Fish and Wildlife Service (USFWS), Kansas Department of Parks & Wildlife (KDWP), Miami County Commission, Miami County Conservation District, Hillsdale Watershed Coalition and the Kansas Water Office.

Each of these entities will have a role in the project, whether that be as a purely informational partner or as a permit approver. The Burns & McDonnell / CAS Joint Venture team will facilitate individual stakeholder meetings to define each stakeholder's specific role, needs and goals during conceptual design, permitting, final design and construction..

SURVEY

The most recent bathymetric survey of Hillsdale Reservoir was performed in 2010 by the Kansas Biological Survey. Overall, sedimentation within the reservoir is not significant; however, an updated bathymetric survey in the area adjacent to the proposed intake will need to be performed to determine any changes to the bottom of the lake and the profile of the bank. This, in turn, will provide valuable information related to intake design and long-term operations and maintenance.



ALTERNATIVES EVALUATION

With survey efforts complete, we will perform an alternatives evaluation to evaluate:

- Intake siting (north or south of the existing intake)
- Intake type (submerged intake with bullet screens or screened laterals)
- Pumping systems (vertical turbine or submersible)
- Discharge piping alignment

Stakeholder engagement during the alternative evaluation phase will be critical to the overall success of the project. Time spent in this effort will streamline permitting efforts and easement acquisition.

We will help the City set the capital budget of the project during this phase. Evaluation criteria will include capital cost, operations and maintenance, constructability and impacts on water quality.

PERMIT IDENTIFICATION

Burns & McDonnell's in-house permitting staff is well versed with the requirements for permitting intake projects. Coordination will take place with all stakeholders (predominantly KDWP, USFWS and the USACE) to obtain comments from agencies as well as an anticipated permit list, activities required for each permit and anticipated time to obtain each permit.

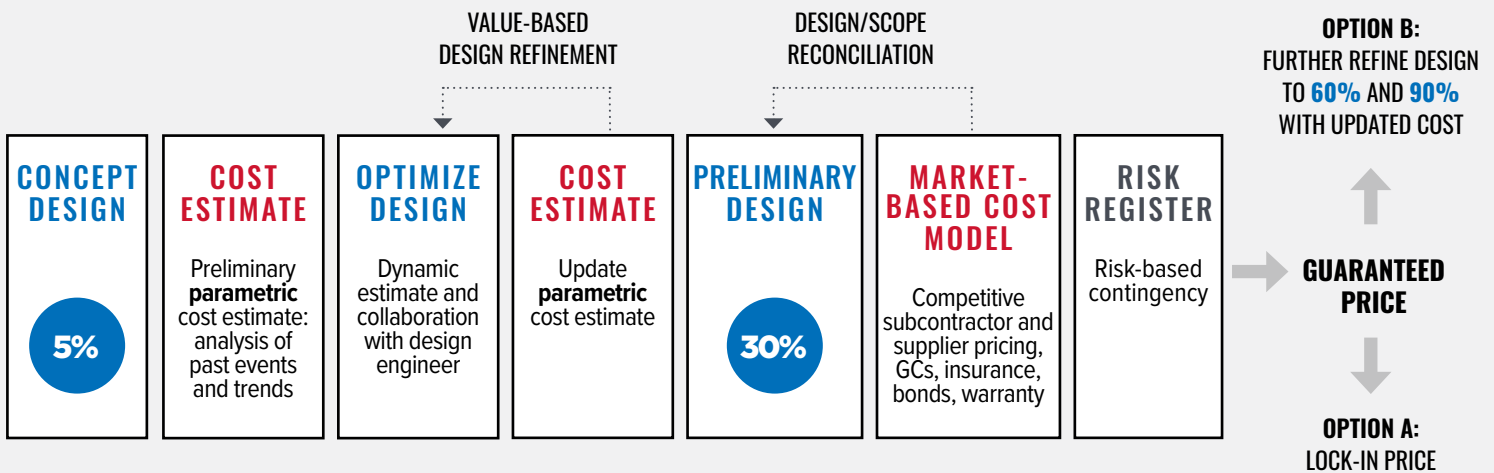
PHASE II

CONCEPTUAL DESIGN & PERMITTING

The permitting cycle will be performed parallel to the conceptual design effort as necessary to expedite delivery. A Section 408 Civil Works package must be reviewed by the USACE prior to easement acquisition required for siting and construction of the new intake.

During conceptual design, our team will review the current bathymetric survey and compare it to previous surveys to evaluate sedimentation over time; this allows for prediction of future sedimentation. The intake location will be evaluated for lake geomorphology and water surface elevation data, which will allow informed decisions on proposed intake elevations.

DEVELOPING A COMPREHENSIVE GUARANTEED PRICE PROPOSAL PACKAGE



THE CITY WILL BE A CRITICAL TEAM MEMBER IN REVIEWING SUBCONTRACTOR AND SUPPLIER PRICING AND CHOOSING THE BEST VALUE.

The City has reported a history of zebra mussels in Hillsdale Lake and has implemented mitigation measures within the existing intake; conceptual design will include alternatives for addressing zebra mussels.

PRELIMINARY DESIGN AND DEVELOPING AN AT-RISK PRICE PROPOSAL

Recommendations developed in the previous stages will be converted into a preliminary set of drawings, specifications and work description. Design documents will be developed to a level that will achieve permit approval, easement acquisition and a lump sum construction price proposal can be submitted to the City. Documents will include one-line diagrams, site layouts, structure plans and sections and major equipment schedules.

Our team will host several collaborative workshops with City staff and key stakeholders to discuss each key design component in depth and to confirm our approach meets your expectations. These meetings are intended to review major decisions involving layout preferences, construction sequencing and maintenance of operations, short- and long-term O&M considerations and life-cycle costs, with the goal of ultimately reaching a group consensus on issues before moving forward with critical design components. This is also an opportunity for our in-house estimating team and our key subcontractors and vendors to participate in reviews and value-engineering.

As the design advances, our construction estimating team will shift from parametric (analysis of past events) estimating to developing a market-informed cost model. The cost model will reflect open-book pricing for all self-performed work along

with competitively solicited pricing from local subcontractors and suppliers. As the cost model is advanced, the design and construction team will continuously work to reconcile and improve scope, schedule and pricing. Risk-based contingency is added to the cost model along with schedule-derived general conditions cost, insurance bonds, warranty cost and overheads and profit margin to define the price. Our price, supplemented by the engineering design, the project schedule, contract terms and final risk allocation, will result in delivery of a comprehensive guaranteed price proposal package.

Our team’s estimating process for the project will use local labor rates, local productivity and local costs as the basis for developing the guaranteed price. We will also employ our knowledge of the project to identify risks and contingency. The concept of risk-based estimating and development of contingency is not complicated. Our approach (using industry standard tools and collaboration) results in lower contingencies and more thoughtful strategies for identifying and managing risks and opportunities.

PHASE III

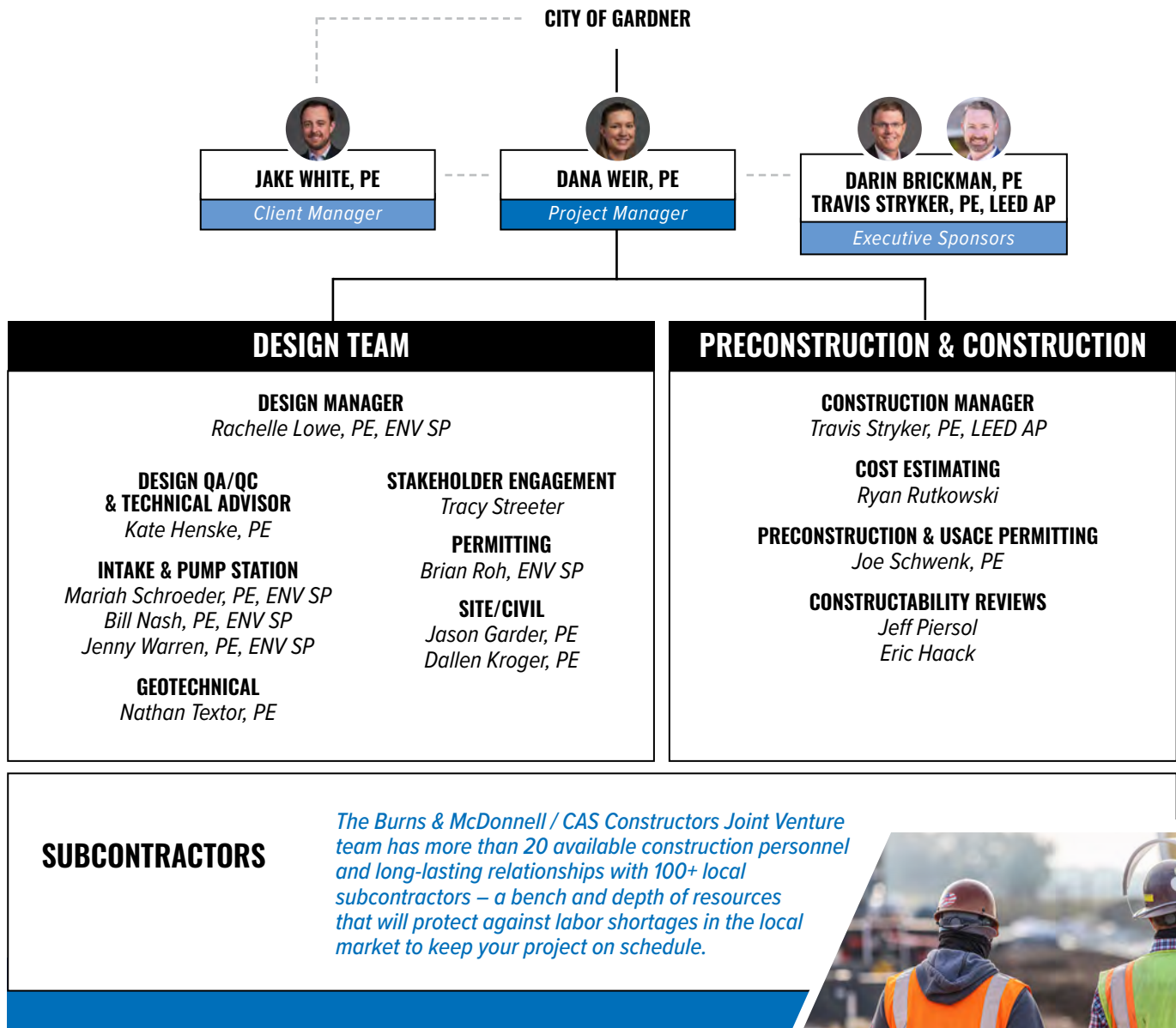
DETAILED DESIGN & CONSTRUCTION

With preliminary drawings and specifications developed, major equipment and subcontractors selected and the lump sum price proposal accepted by the City, the Burns & McDonnell / CAS Constructors Joint Venture team will mobilize to deliver your intake project. Permitting activities will continue, design documents will be finalized and construction activities will commence.

KEY PERSONNEL

ORGANIZATIONAL CHART

The City will work with the same leadership who delivered your Hillsdale WTP, including Project Manager Dana Weir and Construction Manager Travis Stryker. We understand how your WTP was built and the constraints of your current intake. As a joint venture, we've navigated the contracting process with the City and the permitting process with Miami County and the USACE. We are ready to move on **Day One**.



KEY PERSONNEL BIOGRAPHIES



DANA WEIR, PE
PROJECT MANAGER

Dana will serve as your Design-Build Project Manager and will be involved through every phase of the project. From providing initial insight into equipment selection to startup and commissioning, she will be responsible for coordinating all design activities, collaborating with City staff and overseeing design through construction. Dana is excited to continue growing her relationship with the City of Gardner, having led your Hillsdale WTP expansion design-build.

Dana is one of Burns & McDonnell's premier project managers with experience in treatment plant design, facility layouts and planning, chemical feed systems, master planning, hydraulic modeling and construction management. Dana has had the opportunity to work with CAS on more than a half dozen design-build projects for municipalities in Kansas.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Project Manager
- **South WTP and Well Field Design-Build** | Salina, KS | Project Manager
- **New WTP Design-Build** | Bonner Springs, KS | Project Manager
- **UV Disinfection System Design-Build** | Harrisonville, MO | Project Manager
- **Lift Station No. 2 Design-Build** | Bonner Springs, KS | Project Manager

ABOUT

- Location | Kansas City, MO
- Experience | 15 years
- Education | MS, Engineering, 2012; BS, Civil Engineering, 2007
- License/Registration | Professional Engineer (KS, MO, AR)



JAKE WHITE, PE
CLIENT MANAGER

With a focus on the City's overall satisfaction, Jake will leverage his experience with the City and almost two decades of experience to identify and allocate key personnel and staffing resources for the design of your intake structure. He has already begun developing a project management plan and - as your advocate - will attend council meetings and maintain consistency between you and your stakeholders including elected officials, City staff and regulators.

As Business Development Manager, Jake leverages his experience to identify key personnel for each unique project, allocate staffing resources, develop client and project management plans and maintain consistency between the team and the owner. Jake has hands-on experience with operating facilities, providing technical design support and on-site construction administration.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Technical Advisor & Client Manager
- **WTP Upgrades Design-Build** | Siloam Springs, AR | Project Manager & Client Coordinator
- **New WTP Design-Build** | Bonner Springs, KS | Technical Advisor & Client Manager
- **Water Supply Development** | Clinton, OK | Project Manager
- **WTP Upgrade** | Claremore, OK | Client Manager
- **WTP Consolidation** | Tishomingo, OK | Client Manager
- **Strategic Plan for Reuse of Wastewater Effluent** | Garden City, KS | Client Manager

ABOUT

- Location | Kansas City, MO
- Experience | 20 years
- Education | BS, Mechanical Engineering, 2003
- License/Registration | Professional Engineer (TX)



RACHELLE LOWE, PE, ENV SP
DESIGN MANAGER

Rachelle is a project manager with experience in planning, design, bidding and construction phase services with a focus on water treatment, sanitary sewer and stormwater systems. She is technically proficient in hydrologic and hydraulic design and has led or supported teams in delivery of multiple surface water and raw water intake improvement projects.

Rachelle brings experience in planning and design for both small and large municipal clients. She will act as an extension of your staff and provide strong leadership of the team to meet your expectations. Rachelle works with clients to identify and evaluate alternatives and cost-effective options that meet project needs.

RELEVANT EXPERIENCE

- **WTP Intake Study** | Perryville, MO | Project Engineer
- **Aquifer Storage and Recovery Design-Build Project** | Wichita, KS | Civil Designer
- **Raw Water Intake System Improvements** | Kansas Department of Wildlife, Parks and Tourism | Lead Engineer
- **Meadows WTP Intake Remediation Study & Improvements** | Branson, MO | Lead Hydraulic Engineer
- **Lake Taneycomo Surface Water Intake** | Branson, MO | Design Engineer
- **Lake Fort Smith WTP** | Fort Smith, AR | Project Engineer
- **Kaw WTP 36-Inch Transmission Main** | Lawrence, KS | Project Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 18 years
- Education | BS, Civil Engineering, 2005
- License/Registration | Professional Engineer (MO); Envision Sustainability Professional



TRAVIS STRYKER, PE, LEED AP
CONSTRUCTION MANAGER

Travis will work directly with Dana to integrate construction viewpoints and constructability considerations into design. Travis and Dana have worked together many times before including several design-build projects in Kansas. They will foster a seamless flow of information as a joint venture team. Travis will work with the entire project team to source equipment as the project moves into construction with a focus on performance, time and costs.

Travis specializes in delivery of design-build projects exclusively in the water and wastewater market. Many of the projects he leads are at existing operational facilities, which requires careful coordination between the DB team and plant operations to maintain service and prevent unpermitted discharges.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Construction Joint Venture Manager
- **South WTP and Well Field Design-Build** | Salina, KS | Construction Manager
- **New WTP Design-Build** | Bonner Springs, KS | Construction Manager
- **UV Disinfection System Design-Build** | Harrisonville, MO | Preconstruction Manager
- **Kaw Point Biosolids and RNG Design-Build** | Unified Government of Wyandotte Co. & Kansas City, KS | Construction Manager

ABOUT

- Location | Topeka, KS
- Experience | 19 years
- Education | MS, Structural Engineering, 2004; BS, Architectural Engineering, 2004
- License/Registration | Professional Engineer (KS, MO, NE); Licensed Johnson County General Contractor



KATE HENSKE, PE

DESIGN QA/QC & TECHNICAL ADVISOR

As a senior technical manager, Kate has managed a variety of water pipeline projects and tasks across the country including raw water intakes and pump stations. She will provide technical guidance for our design team.

Kate's water system experience includes design of major water distribution facilities including pipelines from 6-inches through 54-inches in diameter, pressure reducing valves, control valves, air release valves and master water meters; design of booster and well pump stations; site grading and piping for water storage tanks; and master planning, water alignments, and facility studies for residential and commercial areas including storage tank sizing.

RELEVANT EXPERIENCE

- **Cooley Reservoir Raw Water Pipeline and Pump Station** | Thornton, CO | Project Manager
- **WTP Replacement** | Thornton, CO | Project Manager
- **WTP Expansion** | Broomfield, CO | Pipeline Engineer
- **WWTP Pond Water Quality Improvements** | Longmont, CO, | Project Manager
- **West End WTP Design** | Billings, MT | Project Advisor
- **Roxbury Pump Station Rechlorination Project** | Colorado Springs, CO | QA/QC Manager
- **Water Supply Development** | Clinton, OK | QA/QC Manager
- **Plum Creek Water Purification Facility CMAR** | Castle Rock, CO | Pipeline QA/QC

ABOUT

- Location | Denver, CO
- Experience | 34 years
- Education | BS, Civil & Environmental Engineering, 1988
- License/Registration | Professional Engineer (CA, CO, TX)



TRACY STREETER

STAKEHOLDER ENGAGEMENT

With over 35 years of experience in the consulting industry, Tracy brings a wealth of knowledge and expertise to the Burns & McDonnell team. He serves as a liaison to state and federal agencies on regulatory matters and project delivery. Tracy also has a history with the Hillsdale Area Water Cooperative. He will facilitate discussions between the City and regulators on permit issues and general project coordination.

Prior to joining Burns & McDonnell, Tracy served as Director of the Kansas Water Office for over 14 years where his primary responsibility was aiding in the development and implementation of the Kansas Water Plan. He has also collaborated on various water projects throughout the State of Kansas and understands the water industry. In addition, Tracy has served on the board of directors for the Western States Water Council, Missouri River Association of State and Tribes and the National Association of State Conservation Agencies. He also chaired the Governor's Drought Response Team and the state's Geographic Information Systems Policy Board.

RELEVANT EXPERIENCE

- **Northwest Water Facility** | Wichita, KS | Regulatory Compliance Support
- **R9 Water Ranch Development** | Hays, KS | Regulatory Compliance Support
- **Water Reuse and Treatment for Cooling Water and Boiler Water Feed Systems** | McPherson BPU, KS | Finance & Funding Support & Expert Witness
- **New WTP Design-Build** | Bonner Springs, KS | SRF Funding Coordinator

ABOUT

- Location | Kansas City, MO
- Experience | 37 years
- Education | MS, Public Administration, 1993; BS, Agriculture Economics, 1985; Arts, 1982



MARIAH SCHROEDER, PE
INTAKE & PUMP STATION

Mariah has led process design for surface water intake projects and has also supported process design efforts for Burns & McDonnell / Alberici / CAS Constructor joint venture projects. She is well accustomed to collaborating with multiple design firms, contractors and vendors to resolve RFIs, supply chain challenges and schedule setbacks.

Mariah is a process engineer with experience in municipal wastewater and drinking water treatment design, distribution system modeling and water/wastewater pumping system design. She also has followed multiple projects through bid, construction and commissioning phases, most often in collaborative delivery projects.

RELEVANT EXPERIENCE

- **New Surface Water Intake** | Blair, NE | Process Engineer
- **New Northwest Water Facility** | Wichita, KS | Field Engineer
- **South WTP and Well Field Design-Build** | Salina, KS | Project Engineer
- **Water Supply and WTP Evaluations and Improvements** | North Kansas City, MO | Process Engineer
- **Lamar Pump Station Improvements** | Water District No. 1 of Johnson County, KS | Project Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 7 years
- Education | MS, Civil Engineering, 2016; BS, Civil Engineering, 2015
- License/Registration | Professional Engineer (KS, NE)



BILL NASH, PE, ENV SP
INTAKE & PUMP STATION

Bill has led design efforts for multiple intake structures and pump stations, including design-build projects led by Burns & McDonnell / CAS Constructors Joint Venture. He focuses on modifications to pump intake structures that confirm optimum flow characteristics for pump suction.

Bill provides services including intake and pump station evaluation studies, design and project management. He spends time in the field, from study through construction, to understand operators' challenges and pain points. Bill implements their feedback into design recommendations and makes sure intakes and pump stations will function in ways that reduce manual steps or maintenance.

RELEVANT EXPERIENCE

- **Aquifer Storage and Recovery Project** | Wichita, KS | Project Engineer
- **Lake Taneycomo Surface Water Intake** | Branson, MO | QA/QC Reviewer
- **North Street Pump Station** | Marshall, MO | Design Lead
- **Lift Station Replacement** | Olathe, KS | Project Manager
- **Faraon Street Pump Station** | St. Joseph, MO | Project Mgr.

ABOUT

- Location | Kansas City, MO
- Experience | 35 years
- Education | BS, Mechanical Engineering, 1988
- License/Registration | Professional Engineer (KS, MO); Envision Sustainability Professional



JENNY WARREN, PE, ENV SP

INTAKE & PUMP STATION

Jenny has developed detailed design for new surface water intakes. She performs pump analysis and selection, chemical feed routing, hydraulic analysis and project coordination, including project management during the bid phase and continued to support during construction.

Jenny is a professional engineer with experience in municipal water and wastewater treatment plant design. She has worked in areas of process optimization and design, facility planning and asset management. Her experience includes projects involving aeration, chlorine disinfection, surface water intake, membrane softening, greensand filtration, fermentation for EBPR, GAC adsorption, IFAS, nutrient recovery, UV disinfection, grit removal, screening, pumping and aerobic granular sludge.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Design Support
- **New Surface Water Intake** | Blair, NE | Process Engineer
- **New WTP Design-Build** | Bonner Springs, KS | Process Design
- **Northwest Water Facility** | Wichita, KS | Design Support
- **Nall Pump Station Improvements and Underground Reservoir Expansion** | Water District No. 1 of Johnson County, KS | Design Support
- **South WTP and Well Field Design-Build** | Salina, KS | Process Engineer
- **WTP Expansion** | Monroe, LA | Process Engineer and Assistant Project Manager

ABOUT

- Location | Kansas City, MO
- Experience | 4 years
- Education | MS, Environmental Engineering, 2019; BS, Civil Engineering, 2017
- License/Registration | Professional Engineer (KS, MO); Envision Sustainability Professional



BRIAN ROH, ENV SP

PERMITTING

For your Hillsdale WTP, Brian coordinated with the USACE to obtain authorization for the new raw water transmission line along existing easements across USACE land. Additionally, Brian coordinated with the Kansas Department of Wildlife, Parks and Tourism to avoid impacts to critical habitat for the state-listed broadhead skink that was adjacent to the project. His efforts avoided the need to obtain a State Action Permit for the project. Brian will continue on as Permitting Lead for the intake structure project at your WTP.

Brian has 27 years of experience as a T&ES specialist, wetland scientist and aquatic ecologist. Brian also has extensive experience with environmental studies and permitting projects. Information that he has gathered during surveys and determinations has been critical in the planning and permitting stages of various water and wastewater improvement and or new build projects. Brian has supported many of our water and wastewater infrastructure projects including:

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Environmental Permitting Lead
- **New WTP Design-Build** | Bonner Springs, KS | Permitting
- **WTP Upgrades Design-Build** | Siloam Springs, AR | Environmental Permitting Lead
- **Northwest Water Facility** | Wichita, KS | Permitting
- **Kaw WTP Transmission Main Water Pipeline Project** | Lawrence, KS | T&ES Specialist & Wetlands Scientist
- **Water Reservoir and Pump Station** | North Lake Havasu, AZ | Permitting

ABOUT

- Location | Kansas City, MO
- Experience | 27 years
- Education | MS, Ecology, 1995; BS, Biology, 1991
- License/Registration | Envision Sustainability Professional



JASON GARDER, PE
SITE/CIVIL

As Site/Civil Engineer, Jason assisted with the renovation and expansion of your Hillsdale WTP. His responsibilities included civil/site, yard piping and raw water pipeline design. Jason has project experience incorporating regional green infrastructure systems to meet regulatory and water quality objectives, regulatory dam permitting and asset inspection and design within active waterways, lakes and reservoirs.

Jason has led stormwater, conveyance, collection system, plant site and green infrastructure design projects. He has served as the lead civil/site engineer for site and yard piping design for WTP, WWTP, pump station and industrial water projects.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Civil Engineer
- **Water Supply Development** | Clinton, OK | Civil Engineer
- **Vogtle River Water Intake Structure** | Burke Co., GA | Lead Site/Civil Engineer
- **WTP Upgrades Design-Build** | Siloam Springs, AR | Civil
- **New WTP Design-Build** | Bonner Springs, KS | Mechanical Site/Civil Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 11 years
- Education | MS, Civil, Construction & Environmental Engineering, 2012; BS, Civil Engineering, 2011
- License/Registration | Professional Engineer (AR, KS, MO, OK, PA, TX)



DALLEN KROGER, PE
INTAKE SCREENING

Dallen supports environmental compliance projects including 316(b) evaluations and raw water intake pump house and the pipeline routing. His experience includes intake modifications such as the addition of modified traveling screens, dual-flow traveling screens, offshore intakes, barrier nets and cylindrical wedgewire screens.

Dallen is a senior civil engineer with experience in civil design and construction oversight of power- and water-related projects involving grading, drainage, underground utilities, pond closure and 316(b) regulations.

RELEVANT EXPERIENCE

- **Nearman Creek 316(b) Compliance Intake Feasibility Studies** | Kansas City BPU, KS | Civil Engineer
- **Wildcat Point Generation Facility Raw Water Supply** | Old Dominion Electric, PA | Civil Engineer

ABOUT

- Location | Kansas City, MO
- Experience | 15 years
- Education | MS, Civil Engineering, 2019; BS, Civil Engineering, 2008
- License/Registration | Professional Engineer (IA, KY, MN, OH, PA, WI)



NATHAN TEXTOR, PE
GEOTECHNICAL

Nathan has experience with geotechnical investigations and construction observation including drilled shafts, driven piles, augercast piles, micropiles, pile load tests and earthwork. Design experience includes deep foundations, shallow foundations, settlement/consolidation, liquefaction, site specific analysis, retaining walls, sheeting/shoring, slope stability and underseepage.

Nathan has performed design activities and field activities for a number of projects within the water, energy, transmission and distribution and environmental fields.

RELEVANT EXPERIENCE

- **New Surface Water Intake** | Blair, NE | Geotechnical Engineer
- **Aquifer Storage and Recovery Design-Build** | Wichita, KS | Geotechnical Engineer

ABOUT

- Location | Kansas City, MO | Experience | 15 years
- Education | BS, Civil Engineering, 2007; MS, Civil Engineering, 2007 | License/Registration | Professional Engineer (IA, KS, KY, MO, OH, PA, VA)



RYAN RUTKOWSKI
COST ESTIMATING

Ryan has more than a decade of experience of estimating progressive design-build projects in the water and wastewater market. He will work directly with Dana, Travis and the design-build team throughout the estimating stage to acquire subcontractor and supplier quotes. He will collect and analyze data to assess time, money, materials and labor required to construct the intake structure.

Ryan has worked on several regionally significant projects in Kansas and Missouri. He understands what is needed to build a scope and provide price certainty on a project, even when drawings are sometimes only 10-30% complete. Ryan’s career-long dedication to the preconstruction phase of design-build water and wastewater treatment projects will provide the City early, dependable cost certainty throughout the project’s lifecycle.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Cost Estimator
- **New WTP Design-Build** | Bonner Springs, KS | Senior Cost Estimator
- **Intermediate Pump Station** | Hutchinson, KS | Senior Cost Estimator
- **South WTP and Well Field Design-Build** | Salina, KS | Cost Estimator
- **UV Disinfect System Design-Build** | Harrisonville, MO | Cost Estimator

ABOUT

- Location | Topeka, KS
- Experience | 12 years
- Education | BS, Construction Science & Management, 2010



JEFF PIERSOL
CONSTRUCTABILITY REVIEW

Over Jeff’s career, more than 50% of his construction projects have been at operational treatment plants. The City can rest assured maintaining operations at the existing plant throughout construction will stay at the forefront of everything Jeff does related to this intake project.

Jeff has been with CAS Constructors since 1992 and has been serving as Director of Construction for the last two years. Jeff is responsible for the overall management of field resources and equipment. As a former Project Superintendent, his extensive knowledge of the water and wastewater industry and proven leadership skills gives clients confidence that a seasoned construction professional is looking after their best interests.

RELEVANT EXPERIENCE

- **Hillsdale WTP Design-Build** | Gardner, KS | Superintendent
- **New WTP Design-Build** | Bonner Springs, KS | Construction Project Manager
- **Kill Creek WRRF New Construction** | Gardner, KS | Construction Support
- **Chetolah Creek WRRF Design-Build** | Hays, KS | Superintendent

ABOUT

- Location | Topeka, KS
- Experience | 31 years
- Education | Certified Master Plumber



JOE SCHWENK, PE
PRECONSTRUCTION & USACE
PERMITTING

Prior to joining Alberici, Joe worked as Project Manager in USACE’s Construction Division, where he provided oversight on major navigation projects that included construction of large structural steel and concrete elements, deep foundations, mass excavation, cofferdam construction and tremie placement, slope stability, geotechnical analysis, dredging and scour protection.

As Alberici’s Lead Construction Engineer, Joe is responsible for geotechnical analysis, foundation design, and constructability analysis during the estimate, preconstruction, and construction phases.

RELEVANT EXPERIENCE

- **New Dam Construction: Locks 52 and 53** | Olmsted, IL | Construction Engineer
- **Seabrook Floodgate Complex** | New Orleans, LA | Construction Engineer
- **LPV-111 Levee Improvement Project** | New Orleans, LA | Construction Engineer

ABOUT

- Location | St. Louis, MO
- Experience | 44 years
- Education | BS, Civil Engineering; MS, Geotechnical Engineering
- License/Registration | Professional Engineer (MO)



ERIC HAACK
CONSTRUCTABILITY REVIEW

Eric’s ability to manage complex issues while building a strong, collaborative team environment ensures that USACE can be confident that our help will help advocate for the City of Gardner’s project goals.

Eric has more than 30 years of construction experience and has worked closely with multiple USACE districts on civil works projects. He provides leadership oversight for the project team and Alberici’s marine construction business unit.

RELEVANT EXPERIENCE

- **New Dam Construction: Locks 52 and 53** | Olmsted, IL | Construction Engineer
- **Kings Bay Dry Dock Recapitalization Project** | Naval Submarine Base (NSB) Kings Bay, GA | Construction Engineer
- **Lock & Dam 25 Dam Gates and Service Bridge Painting & Repair** | Winfield, MO | Construction Engineer

ABOUT

- Location | St. Louis, MO | Experience | 30 years
- Education | BS, Civil Engineering
- License/Registration | USACE Construction Quality Management (CQM)

RELEVANT EXPERIENCE & PROJECT DESCRIPTIONS



EXPERIENCE WITH YOUR HILLSDALE WTP & INTAKE

Gardner, KS | June 2021 | \$25 million

RELEVANCY

- » Same joint venture team and project leadership
- » Familiarity with your intake structure needs
- » Advanced understanding of permitting requirements

This \$25 million progressive design-build project included the design and construction of a 2 MGD expansion of the City's existing Hillsdale WTP to a total capacity of 6 MGD. The project includes pump replacement at the intake and associated electrical and chemical feed improvements, new 6 MGD carbon contact facilities, a 3 MGD solids contact clarifier, 3 MGD filter building, transfer and backwash pump station, 1 MG clearwell and new solids storage lagoons.

The Burns & McDonnell / CAS Constructors Joint Venture team (led by Dana Weir) designed the new facilities to account for an ultimate build-out on the site to 12 MGD while providing compatible treatment and hydraulics with the existing facility. The new clearwell and associated high service pumping was built to tie into the existing clearwell and pumping operation. For chemical feed processes, some existing systems were expanded and some were designed as standalone new systems.

Our team designed with constructability at the forefront. Geotechnical investigations showed shallow rock depth at the site and our team was able to reconfigure building layouts to minimize the excavation area below grade, saving the construction team time and saving the City money. We also accommodated for future expansions at the WTP. The site layout was intentionally spaced to provide area for future structures and for large construction equipment. Further, building layouts were planned with future expansions in mind.

AWARD-WINNING PROJECT!

The Gardner Hillsdale WTP Expansion project won the 2023 Kansas State Building Award of Honor in the Design-Build Category from AGC for the City of Gardner's project.





AQUIFER STORAGE, RECOVERY & INTAKE PROJECT

Wichita, KS | February 2017 | \$74 million

Through an integrated joint venture partnership, ABC Partners (**Burns & McDonnell, Alberici Constructors, Inc. and CAS Constructors**) teamed with the City of Wichita and the agricultural community to deliver a design-build facility for Phase II of the City's Aquifer Storage and Recovery (ASR) Program. The **surface WTP and river intake is part of a larger integrated local water supply program**, on which the City of Wichita and Burns & McDonnell have been collaborating for nearly 15 years.

The City of Wichita's Equus Beds ASR project represents an integrated and innovative approach to obtaining a sustainable water supply, by protecting and sustaining an aquifer that provides water for both municipal and agricultural users. The combined use of the aquifer by municipal and agricultural users has caused significant aquifer depletion and an increase in the threat of chloride contamination from abandoned oilfield developments and natural sources of chlorides. The Equus Beds ASR project uses an intermittent water supply, the Little Arkansas River and innovative water treatment technologies to establish and protect a sustainable water supply. As part of the program, the City entered into cooperative partnerships with agricultural producers in the watershed to establish a watershed protection program to enhance and protect the water quality in the river.

The City is now able to capture and recharge up to 35 MGD, and as much as 15,000 acre-feet per day into the aquifer. With a growing population and economy and shrinking water supply, the **ASR program provides a renewable and sustainable water supply for the Citizens of Wichita as well as the local agricultural community for the next 50 years.** The program harvests, treats and recovers floodwater to restore and replenish the depleted Equus Beds Aquifer, one of the City's primary sources of drinking water and a valuable groundwater resource for local agriculture.

The project includes a state-of-the-art WTP that initially treats up to 30 MGD of captured flood water and prepares the recovered

water for recharge of the Equus Beds Aquifer. **The plant, intake and pretreatment were designed and built for easy expansion to 60 MGD.** The heart of the treatment system consists of membrane filtration followed by advanced oxidation for the removal of atrazine and other emerging contaminants. The advanced oxidation process (AOP), application of ozone, followed by hydrogen peroxide, is the largest AOP project in the world and the first to couple membrane filtration with AOP for superior treatment.

The City and ABC Partners **enhanced operability and flexibility and reduced lifecycle cost by relocating the pre-sedimentation processes to the river intake site.** This value engineering concept allowed the team to completely eliminate the solids handling and disposal process which **significantly reduced capital, operations, and maintenance cost.** Additional value engineering concepts, such as the use of pre-stressed concrete tanks and precast tilt up wall panels, further reduced costs and construction time without sacrificing quality or functionality.

As a result, ABC Partners was able to lower the overall projected cost of the facility from an estimated \$104 million to \$74 million, while providing increased operational flexibility and reducing operations and maintenance cost.

RELEVANCY

- » Same joint venture firms
- » Surface WTP and river intake structure
- » Reduced lifecycle costs through value engineering

AWARD-WINNING PROJECT!

- » Assoc. General Contractors of Kansas State Building Award
- » DBIA National Design-Build Award
- » DBIA Mid-America Region Award



MISSOURI RIVER SURFACE WATER INTAKE

Blair, NE | December 2023 (est.) | \$15 million

Burns & McDonnell worked alongside City staff to perform a water source study. The project driver was the possibility of the USACE reducing flow in the Missouri River. If these reductions were made, the existing City intake would be unable to take water from the Missouri River. Burns & McDonnell personnel **analyzed several options** including vertical wells, horizontal collector wells, supplemental pumping from the river into the existing intakes using rail mounted pumps or barge mounted pumps, a screened intake in the river, and a new 20 MGD surface water intake. The City chose to pursue the design of a new surface water intake.

The City then hired Burns & McDonnell to design the new **20 MGD surface water intake immediately upstream of the existing intake**. Burns & McDonnell provided preliminary and final design documents including geotechnical and structural design, hydraulic and pump design, electrical design. The design included connections to existing raw water lines and considered redundancy in the raw water supply. **Permitting review and coordination with the USACE was included as part of the design**. Currently, the Burns & McDonnell team is working with City staff to support construction phase work.

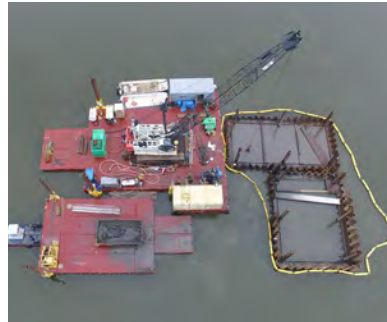
LAKE FORT SMITH DAM & WTP INTAKE

Fort Smith, AR

Burns & McDonnell has provided the City of Fort Smith with a holistic approach to its water infrastructure since the 1980s. From preliminary planning stages through construction and operation, we have partnered with the City on more than 35 projects including environmental assessment and permitting for construction of Lee Creek Reservoir, extensive improvements to the Mountainburg WTP, water distribution system master planning, long-range water supply master planning, design of Lake Fort Smith Dam and Reservoir, expansion of the Lee Creek and Mountainburg WTPs and 40 miles of water transmission main replacements. As a result of these efforts, the City of Fort Smith has water resources in place to provide for all of their needs for the next 50 years.

This project entailed the **design of a single, enlarged dam and impoundment to replace the existing Lake Fort Smith and Lake Shepherd Springs Reservoirs at the site**. The reservoir impounds approximately 84,000 acre feet of conservation storage. The dam is constructed as a zoned earth and rockfill structure. The project includes construction of a new spillway system, a new intake tower and outlet works.

The intake structure has **inlet gates at three different elevations within to allow operations to select the desired gate elevation to optimize water quality**, particularly during lake turnover events. The structure also has sodium permanganate feed facilities.



WILDCAT POINT GENERATION FACILITY RAW WATER SUPPLY & INTAKE DESIGN-BUILD

Peach Bottom, PA | January 2017 | \$48 million

Burns & McDonnell provided engineering, procurement and construction services to Old Dominion Electric Cooperative for the Wildcat Point Generation Facility Raw (WPGF) Water Supply Project. The project consisted of an approximate five mile pipeline corridor from the Susquehanna River near Peach Bottom, PA to the WPGF located near Rising Sun, MD. The pipeline corridor involved performing a route study, obtaining right of way agreements and wetland permitting the project with the local municipalities and state agencies.

The pump house site was situated on a steep existing slope that involved heavy excavation and rock blasting. With the large amount of excavation, slope stabilization was necessary as well as a block retaining wall parallel an adjacent railroad track. Once wet well excavation was complete, a **60-inch diameter steel casing was installed approximately 830 feet out into the river utilizing microtunneling construction methods.** The microtunnel crossed an active railroad track. The casing housed several pipelines including two intake lines from **six wedge wire cylindrical screens installed on foundations placed in the river.** The remaining pipeline consisted of six air lines for air bursting of the screens, sodium hypochlorite injection lines and a waste water return line from the generation facility back to the river.

During all phases of the project, the small site and access forced the team to be creative. **The postage-size work site mandated some phased work scopes just to maintain personnel access to the work.** Temporary construction access was gained from the top of the hill along the pipeline corridor. This route was one lane and had a grade of 12% in most locations. The access made deliveries and construction a challenge. Permanent access to the facility was gained with a bridge spanning an adjacent creek, after crossing the railroad tracks that paralleled the site on the east.

During critical portions of the project crews worked around the clock to maintain schedule (e.g. microtunneling 2 – 12 hours shifts, 7 days a week, etc.). The NPDES stormwater permit had to go through several agency reviews including the Commonwealth of Pennsylvania, Lancaster County, and Fulton Township. The in water river work was also reviewed by the Army Corps of Engineers and the Susquehanna River Basin Commission. Access agreements needed to be obtained with railroad as well as an agreement with the railroad to cross the tracks with casing pipe.

The project team faced these challenges head on and were able to complete the project safely (zero OSHA recordable incidents) and within the **accelerated schedule constraints.** Completing the pump house and pipeline project before the 2-on-1 combined cycle generation facility startup needed large water volumes was crucial to help our client meet their responsibilities on the other project.

RELEVANCY

- » Construction design-build
- » Several reviews with NPDES and USACE permitting agencies
- » Phased work scopes to maintain personnel access to the work



COOLEY RESERVOIR RAW WATER INTAKE & PUMP STATION

Thornton, CO | August 2012 | \$13.1 million

Burns & McDonnell provided planning, design, routing studies, alignment evaluation and selection, easement acquisition, public relations, material evaluations, permitting, construction management, and inspection services for 13,760 LF of 36-inch raw waterline, 11,690 LF of 42-inch potable waterline and a raw water 30-MGD pump station, which transfers raw water to the City's storage ponds and irrigation water to the nearby sports fields.

The project was constructed through three separate contracts. Contract 1 constructed the intake substructure with three intake sluice gates at the Cooley Reservoir so the City could coordinate construction with another project, while Contract 2 constructed the above-ground portion of the pump station building and all pumping equipment.

Design elements included site evaluation/selection, pump station design, and all associated infrastructure such as piping, controls, electrical, communication and mechanical. Several alignments were also evaluated for the pipeline which required coordination with Adams County through their 1041/IGA process.

The pump station also has an irrigation pump that can transfer water through 3,200 LF of 8-inch potable waterline designed and installed with this project, which allows the City to use potable or raw water to irrigate the park and associated sports fields.

Contract 3 constructed the waterlines within street rights-of-way, City property, and Adams County Open Space areas. It included 11,690 LF of 42-inch potable waterline and 13,760 LF of 36-inch raw waterline which discharges into the East Gravel Lakes Reservoir at the Wes Brown WTP through a dissipation structure. Connections to the existing system allow the City to transfer water from the Wes Brown area to the Cooley Reservoir, providing significant flexibility with the City's raw water storage system.

RELEVANCY

- » Three intake sluice gates at Cooley Reservoir
- » Reservoir only had to be drained once
- » Potable water or raw water to irrigate nearby park and sports fields



CHAMBERS RESERVOIR RAW WATER INTAKE & PUMP STATION

Parker, CO | December 2014

Arapahoe County Water and Wastewater Authority (ACWWA) faced a challenging issue of how to supply increasing amounts of non-potable irrigation water from a limited groundwater source. To mitigate the peak flows required by the irrigation season, ACWWA constructed the 85-foot deep Chambers Reservoir. ACWWA's concept was that the reservoir could receive well flows all year long and act as a storage location for peak summer demands.

Burns & McDonnell took this concept and made it a reality. We provided facility planning, preliminary design, process and ancillary equipment design, contract document preparation, outside agency coordination and general contractor selection assistance for the Chambers Reservoir Pump Station. The team faced a variety of challenges including how to get well water into the reservoir, out of the reservoir and how to improve the water quality. We also resolved how to boost pressure in the irrigation distribution system at any reservoir depth.

The reservoir holds low quality well water that is used for irrigation. Well water is pumped to the reservoir primarily during the winter months. A pressure sustaining valve is used to discharge well water into a rundown channel that oxygenates the water, oxidizing the iron within the well water. When there are irrigation demands, the pump station feeds the pressurized irrigation distribution system at rates beyond the capacity of the well pumps.

The Chambers Pump Station is located on the embankment of a 1,400 acre feet storage reservoir. **The storage reservoir is approximately 85 feet deep, which creates challenging hydraulics.** The selected solution includes **three screened intakes from the reservoir, into the vertical-turbine pump station.** Two of the intakes use submersible pumps while the upper intake provides a gravity discharge to the trench style vertical turbine wet well. The pump station includes pump design capacity of up to 7,000 gpm

per discharge zone plus the ability to discharge to a gravity drain system. Self-cleaning strainers and a chemical feed system are used in conjunction with the vertical turbine pumps to feed the non-potable irrigation distribution system. A super-oxygenation system to improve water quality within the reservoir was also constructed.

Burns & McDonnell provided an efficient and sustainable solution to the reservoir supply and pumping system. The run-down channel provides oxygenation to improve water quality and the pumping system provides great flexibility in operation. The final design also **saved ACWWA capital and operational cost by selecting equipment that can be readily maintained.**

This project was an important step for ACWWA in reducing the use of high-quality drinking water for irrigation purposes. It also solved their issue around peak-flow demand during the irrigation season.

RELEVANCY

- » 1,400 acre storage reservoir
- » Challenging hydraulics
- » Three screened intakes into vertical-turbine pump station
- » Saved capital and operational cost by selecting equipment that can be readily maintained

NEAL NORTH POWER STATION COOLING WATER INTAKE

Salix, IA | MidAmerican Energy

Degradation of the Missouri River channel had caused reduced river stage elevations in front of the plant cooling water intake structures. The existing configuration of the existing intake structures and pumping systems did not provide reliable cooling water supply for the three Neal North Units during low river flow conditions. The units were derated and/or taken offline during periods of extreme low river flows due to pump cavitation problems associated with low water levels in the intakes.

Burns & McDonnell conducted a cooling water supply study to **identify and evaluate alternatives to improve the operational reliability of the Neal North cooling water supply system during low river flow conditions.** Effects of current and projected future river degradation were considered in the identification and evaluation of viable alternatives. Phase II of the study provided a more detailed evaluation of selected alternatives from Phase I of the study.

Extensive modeling of the river channel was conducted as part of the study using the USACE's HECRAS hydraulic model. Hydraulic modeling was used to establish current and future critical river flows in which the cooling water system is likely to experience problems. The probable occurrence of critical low river flow events was determined based on historical drought flow frequency data. Also reviewed were potential impacts of planned modifications to the USACE's Water Control Master Manual on river conditions at the Neal North plant. Potential alternatives considered included:

- Constructing a new intake
- Modifying the existing intakes
- Stabilizing the river channel
- Installing supplementary pumping systems for use during lower river flow periods
- Installing alternative cooling water systems such as cooling towers or dry condensers
- Constructing a cooling lake or raw water storage pond

CHENEY RESERVOIR ZEBRA MUSSEL CONTROL & INTAKE PROJECT

Wichita, KS | December 2013 | \$1.4 million

Zebra mussels and veligers had become an operational issue at the Cheney Reservoir facilities over time. Control measures were installed to assure normal operation of the intake, raw waterline, 80 MGD strainers and pumps and the ozone facility.

A copper ion solution is fed at the bottom of the intake. This kills zebra and quagga mussels and veligers. As copper is toxic to the aquatic environment, all water exposed to copper must be recycled; therefore, the current system of discharging all backwash, cooling and washdown water was modified.

The **Burns & McDonnell / CAS Constructors Joint Venture** team designed and built new facilities including:

- Two copper ion feed units in the abandoned chlorine room
- One 2,200 gpm John Meunier shaftless spiral fine screen with 1/8-inch openings to screen strainer backwash water. Solids are conveyed vertically, dewatered and disposed of through a closed low odor bag system. The screen was installed inside the existing 80,000 gallon PAC tank with access to the screen, shaftless flights and collection system through a pre-fabricated building set over the PAC tank.
- The PAC tank serves as an equalization basin/wet well for the strainer backwash water (10,000 gallons per backwash), ozone cooling water (up to 750 gpm continuous flow) and ozone strainer backwash water
- Three 30 hp solids handling pumps with VFDs recycle water to the pump suction for the 80 MGD Cheney pump station.
- A new 10-inch pipe conveyed the recycle piping to the Cheney pump suction line
- 2,800 feet of 6-inch pipe conveys the copper ion solution up the face of the Cheney Reservoir dam into the intake structure

This project required heavy coordination with U.S. Bureau of Reclamation, KDHE and Sedgwick County for construction and permitting.



NALL AVENUE PUMP STATION & RESERVOIR

Leawood, KS | \$12.8 million

Burns & McDonnell designed and **CAS constructed** a new two-story, 54 MGD pump station and a 6 million gallon, below-grade concrete water storage reservoir, a new bioretention pond and outfall structure. The pump station includes three 800 hp and three 150 hp horizontal split-case centrifugal high service pumps with AFDs.

From the early concept stage of this design-bid-build project through its completion, collaboration was inclusive of all stakeholders, resulting in a successful project. The transition of engineering firms between the early concept phase and the start of detailed design was seamless and included coordination on the most complex aspect of the project that had been initiated during the concept stage.

Through collaborative efforts among the owner, engineer and contractor, the **final construction value saved the client over 7%**. The team's significant efforts to address conflicts and implement creative and effective solutions throughout construction was critical to the success of both the budget and the schedule. The work was substantially completed in time for the owner's peak summer water demand.

RAW WATER PUMP STATION GMAR

Rosharon, TX | \$4.1 million

The Pearland Raw Water Intake & Pump Station is a component of the 10 MGD Surface Water Treatment Plant for the City of Pearland. Alberici's* work consisted of constructing a temporary bypass of the American Canal, mass excavation of the pump station site, installation of dewatering system, construction of pump station SOG, walls, suspended slab and elevated piping foundation and installation of process equipment. This equipment includes stop logs, weir gates, trash rack, climber-type bar screens, along with process piping, valves, inline instruments and fittings.

** CAS Constructors is an Alberici enterprise company*

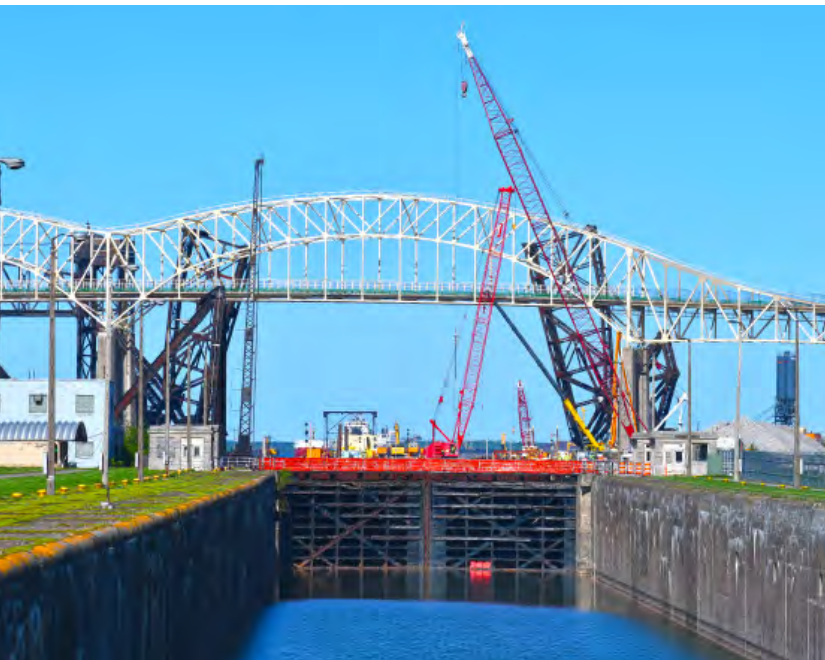
BRUSHY CREEK MINE WTP CONSTRUCTION

Viburnum, MO | \$7.9 million

CAS constructed a new 3.75 MGD WTP at Doe Run's Brushy Creek Mine. The project helped Doe Run **meet new EPA regulations**. The facility uses a ballasted flocculation process, which uses a combination of chemical treatment and the mineral magnetite to remove heavy metals and other contaminants from the mining wastewater and tailings pond water.

The project included the construction of a 4,700 SF main treatment building and a 35-foot diameter clarifier. CAS installed five chemical feed systems and associated storage tanks, six top mount tank mixers, a compressed air system, magnetite feed and separation system, sludge processing system and storage tank, multiple pumps and electrical controls equipment.

As is the case on all CAS projects, safety was a primary concern. Because the project took place on a mining site, the project team worked under the authority of MSHA. CAS met MSHA's high safety standards, and experienced zero injuries.



SOO LOCK APPROACH WALLS CONSTRUCTION

Sault Ste. Marie, MI | \$145 million

To provide much needed infrastructure redundancy, the USACE devised a plan to create a new 1,200-foot-long by 110-foot-wide “super-lock” at the Soo Lock Complex capable of accommodating modern lake freighters. The new lock is to be constructed on the existing decommissioned Davis and Sabin locks, providing annual taxpayer savings of more than \$77 million.

An Alberici* joint venture was awarded the second phase of this high-profile project, which called for the **construction and rehabilitation of more than a mile of new approach walls in a newly deepened channel to reach depths of at least 30 feet.** The new upstream approach walls are a combination of new circular sheet pile cells and rehabilitation of existing steel sheet z-pile wall and soldier piles with concrete lagging, all of which are topped by reinforced concrete cap slabs with integrated mooring bits, lighting, and fendering. The Alberici team is also replacing and upgrading electrical systems, lighting, conduit, and vaults throughout the complex. Construction of the walls required more than 60,000 cubic yards of concrete, which is produced in an on-site batch plant operated by the Alberici team. The project also requires placement of 30,000 cubic yards of underwater tremie concrete while observing strict mass concrete thermal control parameters.

* CAS Constructors is an Alberici enterprise company

ROUTE 47 MISSOURI RIVER BRIDGE CONSTRUCTION

Washington, MO | December 2018 | \$63 million

Alberici* constructed a \$63 million 2,560-foot-long replacement bridge across the Missouri River that provides a vital link for the more than 11,000 motorists who travel between Franklin County and Warren County in Missouri each day. The new bridge is constructed of variable depth steel and pre-stressed concrete girders on eight caisson and pile-supported pier bents that feature decorative fluting with architectural reveals and 587 decorative light fixtures that illuminate the structure for travelers entering the city at night.

The new bridge was built with 5,781 tons of structural steel, three million pounds of reinforcing steel, five sets of variable-depth steel girders, and six sets of concrete girders. The piers, girders and driving surface consist of 11,900 cubic yards of concrete. Girders vary in height from 10 to 18 feet with main navigational spans reaching lengths of 500 feet. 15 drilled shafts support the bridge, each of which features a 10-foot diameter shaft driven 75 feet below ground into 20 feet of bedrock.

Working on one of the most unpredictable rivers in the world, **heavy rainfall during construction** caused record flooding in the area, engulfing the project site and forcing the Alberici team to completely demobilize to prevent severe damage/loss to equipment and materials. **Faced with a nearly two-month-long setback, the team carefully reviewed the project schedule with MoDOT to determine critical path items that could be re-sequenced to accelerate schedule.** Emphasis was placed on completing the bridge substructure, which allowed crews to begin working above the water line. This **significantly minimized river impacts for the duration of the project** and facilitated achievement of substantial completion in time for the bridge’s much anticipated ribbon-cutting ceremony.

* CAS Constructors is an Alberici enterprise company



AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this ___ th day of August 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and Burns & McDonnell / CAS Constructors Gardner, KS Hillsdale Water Intake Joint Venture whose members are CAS Constructors, LLC, (CAS) a Kansas limited liability company having its principal office at 3500 SW Fairlawn Road, Topeka, KS 66614, and Burns & McDonnell Engineering Company, Inc. ("Burns & McDonnell"), a Missouri corporation with its principal office at 9400 Ward Parkway, Kansas City, MO 64114, [hereinafter collectively referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in the preparation of preliminary designs and preconstruction 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 the preliminary design, preconstruction services and development of a stipulated price for a detailed Design-Build proposal for the Hillsdale Water Intake Project, (Project);

WHEREAS, the Parties anticipate that the Project will be executed in two Phases using a Progressive Design Build delivery method; Phase I consists of alternatives evaluation, site investigations, permitting analysis, preliminary design, initial permitting, preconstruction services, estimating, and constructability reviews to support the preparation of a detailed Design-Build Proposal;

WHEREAS, the parties further anticipate that Phase II of the Project will consist of detailed design and construction of the improvements identified in Phase I and that a Phase II Agreement may be executed after the delivery of the Phase I Design Build Proposal;

WHEREAS, recognizing that the Phase II form of Agreement, terms and risk allocation have significant impact on overall project cost and schedule, the parties agree to negotiate in good faith to identify mutually agreeable terms, conditions and risk allocation for the Phase II Agreement during Phase I; and

WHEREAS, This Agreement creates no future obligation for the parties to enter into a Phase II Agreement.

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 365 days from the City's date of execution of this Agreement 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 its material 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 13.1 (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 Utilities Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

3.1 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. City shall have right to make changes within the general scope of services, with an appropriate change in compensation

and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant. Any such change order is required to be in writing and signed by both parties.

- 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 under the materially similar circumstances. 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 its 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 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: Travis Stryker P.E., Preconstruction Manager; Jake White P.E., Project Manager; Deron Huck P.E., Design Manager; Dana Weir P.E., Quality Control Manager; Jake White, Client Coordinator.
- 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 Cliff Cate P.E. (816-823-7128) ckcate@burnsmcd.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 Gonzalo Garcia, (913) 856-0990, 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 Jeff LeMire.

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

5.5 City agrees to pay Consultant an amount not to exceed the sum of \$757,363.00 for performing services detailed in Exhibit A at the rates set forth in Exhibit B. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.

5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through December 31, 2024, and are subject to revision thereafter, with no increase in Agreement amount.

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 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.

7.1 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contractor 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 expenses, damages, and losses arising out of personal injury, death, or property damage, only to the extent 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.

7.2 City agrees to indemnify Consultant for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omission of City, its officers, employees, or agents.

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 amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed or authorized 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 the 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. Coverage shall be evidenced by each respective party, Burns & McDonnell and CAS on behalf of the Consultant. Consultant shall require its contractors, sub-contractors or agents performing services pursuant to this agreement maintain compliance with K.S.A. 44-532(b)

including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act.

- 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 \$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. Coverage on behalf of Consultant shall be evidenced by CAS.
- Commercial Automobile Liability for bodily injury and property damage with limits of \$1,000,000 each accident for all owned, non-owned and hired automobiles. Coverage shall be evidenced by each respective party, Burns & McDonnell and CAS on behalf of the Consultant.
- Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount of \$500,000 and shall provide the City with evidence thereof on a certificate of insurance. Coverage on behalf of the Consultant shall be provided and evidenced by Burns & McDonnell. Consultant shall require that its contractors, sub-contractors or agents performing professional services pursuant to this agreement maintain Professional Liability insurance which satisfies the provisions of this Agreement.

8.2 Except for Workers Compensation/Employer's Liability and Professional Liability policies required above, the City shall be named as additional insured on such required 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 or authorized 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.

8.4 City and Consultant release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Consultant's services.

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. 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. The City acknowledges that documents and designs are preliminary and incomplete and are not intended or represented to be suitable for any use or reuse by City for construction of the intended project by parties

other than the Consultant. Any reuse of the plans by any party other than Consultant will be at City's sole risk and without liability or legal exposure to the Consultant.

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:

Gonzalo Garcia
Utilities Director
1150 E Santa Fe Street
Gardner, KS 66030

To Consultant:

Jake White
Project Manager
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

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.

Exhibit A - Scope of Services, Exhibit 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.

30.0 Limits of Liability

- 30.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to City and anyone claiming by, through or under City for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Consultant, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED \$2,000,000.00. The parties agree that specific consideration has been given by the Consultant for this limitation and that it is deemed adequate.
- 30.2 In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss or revenue or profit, lost production, or governmental fines or penalties.

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

CITY OF GARDNER, KANSAS

CONSULTANT

Jim Pruetting, City Administrator

Darin Brickman, P.E. Vice President
Authorized Representative

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

Exhibit A Scope of Services

Pre-Design: Pre-design activities will be conducted in adequate detail to support the preparation of a Conceptual Design and Permitting and Design-Build proposal for a Raw Water Intake on Hillsdale Reservoir for the Hillsdale Water Treatment Plant, and will include the following:

1. Facilitate monthly review workshops with City staff to review the progress of Phase I services including reviews of anticipated performance, operational characteristics, site layouts, control strategies, potential equipment vendor prequalification, potential subcontractor prequalification, constructability and logistics, estimate reviews, and facilitate a value-based decision-making process incorporating the City's preferences and priorities.
2. Survey of intake vicinity:
 - a. Site survey
 - b. Bathymetric survey of Hillsdale Reservoir
3. Alternatives evaluation:
 - a. Intake siting (north of existing intake)
 - b. Intake type (submerged with bullet screens or screened laterals)
 - c. Pumping systems (vertical turbine)
 - d. Discharge piping alignment
 - e. Evaluation criteria will include capital cost, operations and maintenance, constructability and impacts on water quality.
4. Analysis of the 100-year flood impacts and permit requirements or development within the existing flood plain.
5. Analysis of alternatives for addressing zebra mussels.
6. Coordinate with individual stakeholders to define each stakeholder's specific role, needs and goals required during permitting, design, and construction to establish whether stakeholders will be a purely informational partner or a permit approver. Key stakeholders include the USACE, Kansas Department of Health & Environment (KDHE), US Fish and Wildlife Service (USFWS), Kansas Department of Wildlife & Parks (KDWP), Kansas State Historic Preservation Office (SHPO), Miami County Commission, Miami County Conservation District, Hillsdale Watershed Coalition, and the Kansas Water Office.
 - a. Conduct meeting with Miami County Staff to present relevant project information.
7. Assess and document the project permitting requirements:
 - a. Obtain comments from stakeholder agencies to develop an anticipated permit list, activities required for each permit, and anticipated time to obtain each permit. Compile permit applications and requirements for future execution during the pre-construction phase. Identify City, County and State permits to be obtained and who will be responsible for obtaining permits and if any studies need to be completed prior to submitting permit applications.

- b. Desktop environmental surveys will be completed as needed and field surveys for endangered species, wetlands, and cultural resources will be completed, as needed.
8. Assess and document easement acquisition needs.
9. Coordinate with the City to develop rough order of magnitude capital budget that includes evaluation of capital cost, operations and maintenance cost, and constructability.

Conceptual Design and Permitting: conducted in adequate detail to support the preparation of a Conceptual Design and Permitting for a Raw Water Intake on Hillsdale Reservoir for the Hillsdale Water Treatment Plant, and will include the following:

1. Preliminary design of raw water intake to meet the objectives of the City of Gardner, the Safe Drinking Water Act and comply with The Kansas Department of Health and Environment's (KDHE's) regulatory criteria.
2. Hydraulic analyses using desktop/spreadsheet evaluation of:
 - a. Raw water intake and pump station. The existing Hillsdale Lake intake will need to remain in operation and provide water at certain times during the startup phase of the new intake, until the new intake is fully operational.
 - b. Transmission piping to connect new intake to existing intake's transmission piping for delivery of raw water to the Hillsdale Water Treatment Plant.
 - c. Intake, pump station, and piping will be sized for treated water flow of 12 MGD plus treatment plant operational water loss.
3. Analysis of electrical, controls, mechanical and utility systems to support proposed improvements.
4. Geotechnical investigation to assess soil and rock characteristics necessary for foundation and structural design and to approximate refusal or rock depth.
5. Conduct environmental permitting surveys, studies, and permits that are anticipated to be required for the Project. One-Call notification will be completed prior to field deployment. Obtain permissions to access private land related to the Project site prior to the initiation of field work.
6. Permitting activities are as follows:
 - a. Wetlands
 - i. To comply with the Clean Water Act (CWA) Sections 404 and 401, conduct a field visit to evaluate the proposed Project for the presence of wetlands and other waters according to U.S. Army Corps of Engineers (USACE) requirements. The site visit will consist of a pedestrian survey to identify wetlands and to record locations and boundaries using GPS in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual (USACE Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, Version 2.0: Midwest Region (Regional Supplement). Gather information on the hydric soils, wetland hydrology, and upland and wetland vegetation of the Project. Identify areas considered waters of the U.S. (WOTUS). As part of this effort, photographs will also be taken onsite to provide visual documentation of any identified features.

- ii. Based on the results of the wetland field delineation, prepare a wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include completed wetland determination data forms from the Regional Supplement, photographs of identified waters, and figures of the Project delineation.
 - iii. Hillsdale Lake is considered an Outstanding National Resource Water, Exceptional State Water, and Special Aquatic Life Use Lake. A Pre-construction Notification (PCN) must be submitted to the Kansas City District of the USACE prior to commencing construction of the intake in Hillsdale Lake. The Project is anticipated to be authorized under a Nationwide Permit (NWP). Submit the PCN and wetland delineation report to the Kansas City District of the USACE to obtain authorization for the Project under a NWP.
- b. USACE Section 408 Review
- i. Prepare a written request for a USACE Section 408 Review that would be submitted to the Kansas City District of the USACE. The written request would include a project description, maps depicting the project location, and plan and profile drawings of the proposed project. The USACE's 408 review would include an engineering, environmental, real estate, and legal review to determine if the alteration would impair the usefulness of the federal civil works project or be inconsistent with the public's interest. The USACE's Kansas City District is anticipated to consider the proposed Project to be a minor alteration, that would have a low risk of impacting a federal project (Hillsdale Reservoir) and that the USACE 408 review would take approximately 60 days to process.
- c. Cultural Resources
- i. Conduct a desktop cultural records search and archival review of an area within one mile of the Project. Sources that will be reviewed include the Kansas State Historical Society Archaeological Inventory and the National Register of Historic Places (NHRP) database. Review relevant, available online historic period topographic maps and plat maps. A cultural resources desktop study will be completed based on known, documented cultural resource sites and background research.
 - ii. Because a USACE permit will likely be required for the proposed Project, coordinate with USACE and SHPO to determine requirements for cultural resources clearance. A cultural resources field survey is assumed to be required for the Project. The field survey will be conducted at the interval spacing and depth requirements outlined in the Osage Nation Archaeological Survey Standards and the Kansas State Historic Preservation Office (SHPO) guide to archaeological survey, assessment and reports. Following the fieldwork, prepare a Section 106 memo and letter report that includes the results of background research and field survey. If required by the lead federal agency (USACE), submit the cultural resources Section 106 memo and a letter report to the SHPO and lead federal agency.

- iii. Submit an Unanticipated Discoveries Plan to the City detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains.
 - d. Protected Species Clearance
 - i. Complete an online protected species habitat assessment of the Project through the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website. Information about potential state-listed species that may occur within the Project vicinity will be obtained from the Kansas Department of Wildlife and Parks (KDWP) website. Using the results of the USFWS IPaC and information obtained from KDWP, complete a protected species habitat assessment field survey for the proposed Project. The habitat assessment field survey will be conducted at the same time as the wetland delineation field survey. Photographs will be taken to document any wildlife habitat within and adjacent to the proposed project. The location of any observed potential protected species habitats, including the location of any potential protected bat summer roost trees, will be photographed, and delineated using a GPS with sub-meter accuracy.
 - ii. Based on the results of the online assessments and habitat assessment field survey, prepare a protected species habitat assessment letter report that will provide the findings of the habitat assessment and provide recommendations to minimize and avoid impacts during constructions. Submit the protected species habitat assessment letter report to the USFWS and KDWP for their review and concurrence with the findings and conclusions presented in the habitat assessment letter report.
 - e. Stormwater Permit
 - i. Prepare a stormwater pollution prevention plan (SWPPP), which is required for construction activities that disturb one or more acres of land. Prepare and submit the Notice of Intent (NOI) to Kansas Department of Health and Environment (KDHE) for authorization to discharge stormwater runoff from construction activities in accordance with the National Pollutant Discharge Elimination System (NPDES). An individual permit may be required from KDHE because the Project will occur within a special aquatic life use water (Hillsdale Lake).
 - f. Miami County Planning Department's Conditional Use Permit (CUP)
 - i. Develop application form, narrative, site plan, building plans, and list of impacted property owners within 1000 feet.
 - ii. Compile and Submit Conditional Use Permit Application. City will pay CUP application fee (\$600) and submit to the County.
 - iii. Participate in Public Hearing with City and County staff.
- 7. Develop a Basis of Design Report for approval by the City and submittal to KDHE, describing the project, equipment sizing, electrical system, control systems, mechanical systems, and design standards to be used for detailed design.
- 8. Develop preliminary design drawings to convey the intent of the design including:
 - a. Access Road and Grading Plan

- b. Intake
 - i. Plan
 - ii. Wall Sections and Elevations
 - iii. Mechanical Equipment General Arrangement
 - iv. General Yard Piping
 - c. Chemical feed/zebra mussel control facilities
 - d. Process and Instrumentation Diagrams
 - e. Electrical One Line Diagram
 - f. Electrical Building layout
 - g. SCADA and Communication Architecture Diagram
 - h. Mechanical Equipment Schedule
9. Develop CSI Work Description.
 10. Attend up to two City Commission meetings at intervals requested by City to appraise the City Council, Governing Board, and public on the progress of the project.

Pre-Construction services to be provided by the Design-Builder include:

1. Facilitate monthly coordination meetings with the City and City’s representatives to review design options, review pricing of alternatives and collaborate regarding the formation of the project.
2. Design-Builder and City will agree to capacity and arrangement of the new raw water intake for further development of design.
3. Based on the preliminary design and City’s input and concurrence with design elements, Design-Builder will solicit competitive proposals for City’s review and approval prior to incorporating into the stipulated price, for the following:
 - a. Major Subcontractors and Suppliers
 - i. Electrical power and distribution
 - ii. Mechanical systems
 - iii. Pumps, valves, and piping
 - iv. Chemical feed system
4. Develop preliminary and final project implementation schedules.
5. Provide estimating support to inform design and value-based decision making.
6. Development of a stipulated price for the Project described to be used in the Design-Build Agreement upon approval of City.
7. Development of Design-Build Agreement.

Time of service

- Time of service for the Pre-Design Phase, including time to assess and document required permits, shall be 120 calendar days from City’s execution of this agreement.
- Time of service for the remainder of the project, including time to obtain easements and permits, shall be an additional 240 calendar days or as mutually agreed to following the Pre-Design Phase.

Assumptions for Environmental Permitting

- The proposed Project will not require an Environmental Assessment or Environmental Impact Statement document to be drafted.
- The wetland delineation will be accepted by the USACE and not require any subsequent site verification efforts.
- Species specific presence/absence surveys requiring a state or federal permit will not be required.
- Mitigation associated with wetlands or protected species is not anticipated.
- Landowner permission to access any private property and artifact collection consent letters will be coordinated by the City and signed prior to deployment.
- An archaeology survey of the entire site is required.
- No cost for cultural resource artifact collection or curation is included with this scope and cost estimate. If collection and/or removal of artifacts from any given property or properties is required, then written and signed authorization from each landowner to remove artifacts from their property must be obtained by the City.
- If cultural or historic resources are identified that could be eligible for the National Register of Historic Places, additional investigations may be necessary, and a cost estimate can be provided.
- Additional investigations related to USACE or SHPO deep testing on landforms with the geologic potential to contain deeply buried resources are not anticipated or included.
- No more than 2 archaeological sites will be recorded.
- No chain of title research will be necessary.
- No permanent indirect effects and historic, non-archaeological resources will be evaluated.
- No additional cultural or historic resources will be eligible for the National Register of Historic Places.
- No other permits or permit fees are required or included.

Exhibit B

Schedule of Hourly Rates and Expenses

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$71.00
Technician*	6	\$90.00
Assistant*	7	\$109.00
	8	\$148.00
	9	\$177.00
Staff*	10	\$202.00
	11	\$220.00
Senior	12	\$247.00
	13	\$269.00
Associate	14	\$276.00
	15	\$279.00
	16	\$282.00
	17	\$284.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by the Consultant, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client will pay the cost to the Consultant plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days after receipt of the invoice.
6. The services of contract/agency and/or any personnel of a Consultant parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of the Consultant.
7. The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to implement Master Plan Generation Options.

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Electric Division

Background/Description of Item:

On May 11, 2005, the City through KMEA entered into a Power Purchase Agreement (PPA) with Grand River Dam Authority (GRDA) for capacity and energy until April 30, 2026.

Renewal of the GRDA contract may not be economical compared to lower-cost PPA or generation options proposed in the 2024 Master Plan.

Generation Options

Resource	MW	Capital Expenditure	Total Cost \$/kW-year	Proposed Completion
SPP Market	9.0		\$355	
GRDA PPA	9.0		\$462	
Gardner CT1 Upgrade	1.4	\$2.7M	\$148	2028
Gardner CT2 Upgrade	2.3	\$2.7M	\$95	2026
Titan-130	13.4	\$68.4M	\$261	
Battery	4.0	\$13.4M	\$199	2035
Solar - BESS	13.0	\$27.8M	\$122	
Solar PV	9.0	\$20.6M	\$125	2030

From the table above, GRDA 9 MW PPA annual power cost is estimated at \$462/kW-year, about 30% higher than SPP market for the same annual 9 MW of capacity; GRDA PPA has a higher annual power cost than other generation options.

Plan A - Preferred

The combustion turbine upgrades, including resolving known issues, appear to be economical and are proposed to be done first (resolving known issues now, upgrading Unit 2 to an R model before Summer 2026 and upgrading Unit 1 to an R model before Summer 2028). The 9 MWac PV community solar project, estimated to have an SPP capacity rating of 3 MW, is proposed for 2030.

Plan B - Alternate

Includes the preferred plan plus BESS project in-service date of 2035. The 2035 in-service date is several years after the 2032 cut-off for a 30% U.S. Treasury subsidy on the capital cost, but the capacity is not needed until then. A case can be made for accelerating completion of the BESS project in time to qualify for the 30% subsidy.

Staff Recommendation:

Implement Preferred Plan A but move the upgrades to 2025 and 2026.

Financial Impact:

Expenditures for the projects will be funded from the Electric Fund.

Suggested Motion:

- 1) Authorize Unit 2 Upgrade to R Model and Cooler Replacement in 2025.

- 2) Authorize Unit 1 Upgrade to R Model, Cooler Replacement, and 9th stage hook fit repair in 2026.

- 3) Evaluate alternatives to the 9 MWac PV Community Solar (Ownership vs. PPA)

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: RENEE RICH, CITY CLERK

Agenda Item: Consider a request for a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during Tailgate Tastings to be held September 7, 2024 at Celebration Park

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:

Staff recommends approving a request for a Waiver of the Distance Limitation and for a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Tailgate Tastings to be held September 7, 2024 at Celebration Park

Background/Description of Item:

Staff is requesting an area to distribute samples of alcohol and cereal malt beverages (CMB) during the event. The Gardner Municipal Code (5.20.040) allows for the consumption of retail alcohol and CMBs at Celebration Park with an off-premises license being required. The Governing Body will need to approve a permit for a special event at Celebration Park pursuant to Chapter 5.20.040 of the City Code.

The distribution of samples of CMBs, wine and spirits will be located at Celebration Park within the fenced baseball complex, and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at all entrances. The hours of operation will be from 7:00 pm to 10:00 pm.

Since the location of the proposed event is within 200 feet of a school, Council must approve a Waiver of the Distance Limitation. Since alcohol is being served in Celebration Park, The Governing Body will need to approve a permit for a special event at Celebration Park pursuant to Chapter 5.20.040 of the City Code.

The waiver will be for September 7, 2024 only with the following restrictions:

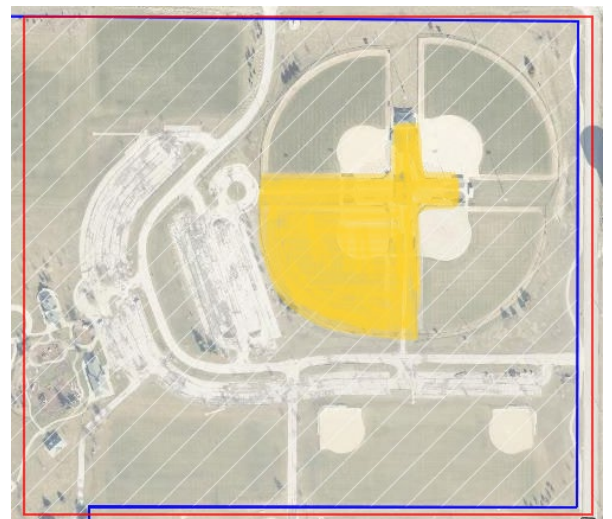
- The location as shown on the map as provided.
- Hours of operation: 7:00 pm to 10:00 pm

Attachments:

- Map

Suggested Motion:

Approve a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during the Tailgate Tastings Event to be held September 7, 2024 at Celebration Park



COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider authorizing the City Administrator to execute an inter-fund loan from the Electric Fund to the Airport Fund

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends authorizing the City Administrator to execute an inter-fund loan from the Electric Fund to the Airport Fund in the amount of \$500,000.

Background/Description of Item:

Later tonight the City Council will consider authorizing the execution of a real property purchase and sale agreement with Mike and Debbie Gardner to acquire private property adjacent to the Gardner Municipal Airport. The ultimate funding for the City's 10% local match will come from the Airport Fund. However, due to a timing issue between the expenses occurring in 2024 and the receipt of the grant proceeds not occurring until after October 1, 2025, the Airport Fund needs an infusion of cash in order to avoid violating Kansas Cash Law. The Airport Fund will also need a 2024 budget amendment in order to avoid violating Kansas Budget Law.

It is staff's recommendation to make an inter-fund loan from the Electric Fund to the Airport Fund for the amount of \$500,000, with a scheduled repayment date of December 31, 2026. The loan will not negatively impact the electric utility's operations. The public hearing for the budget amendment and consideration for approval would take place on September 3, 2024.

Terms of the inter-fund loan:

- Principal Amount: \$500,000
- Annual Interest Rate: 0%
- Period of the Loan: The loan must be repaid by December 31, 2026. If the City of Gardner receives AIP grant funds for the acquisition of the Gardner Tract before December 31, 2026, then the Airport Fund must repay the loan within 5 business days.
- Repayment is automatic and as such does not require future council action.

Suggested Motion:

Authorize the City Administrator to execute an inter-fund loan from the Electric Fund to the Airport Fund in the principal amount of \$500,000 where repayment is automatic and as such does not require future council action, with repayment date for the full principal loan amount on December 31, 2026 or within 5 business days of the City of Gardner receiving AIP grant funds for the acquisition of the Gardner Tract.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 4

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a real property purchase and sale agreement with Mike and Debbie Gardner to acquire private property adjacent to Gardner Municipal Airport

Strategic Priority: Infrastructure and Asset Management

Department: Public Works, Airport

Staff Recommendation:

Staff recommends execution of a real property purchase and sale agreement between Mike and Debbie Gardner and the City of Gardner to acquire private property adjacent to the Gardner Municipal Airport (GMA) in the amount of \$500,000.

Background/Description of Item:

GMA is subject to the regulatory authority of the Federal Aviation Administration (FAA). Pursuant to its administrative powers, the FAA has prioritized the acquisition of property in fee simple within GMA's RPZs for purposes of securing air rights associated with the present and future "Runway Protection Zone" and/or approach slope of the Airport. A Runway Study and Airport Layout Plan Update for GMA was completed in 2016 with objective of identifying obstructions and other conflicting land uses within the Airport's Runway Protection Zones (RPZs) and to offer mitigation recommendations. One such finding and recommendation was the purchase of the Gardner residential property located within the Runway 35 RPZ and the clearing of its existing structures.

Financial Impact:

This project was identified in the 2023 – 2027 CIP (Project # AP3000) and is eligible for 90/10 funding reimbursement by the FAA. The City's portion (10% of total costs) will be funded from the Airport Fund. A \$500,000 inter-fund loan from the Electric Fund to the Airport Fund is needed to provide short-term financing for the project. The loan will be repaid in full upon receiving the grant proceeds.

Attachments Included:

- Real Property Purchase and Sale Agreement

Suggested Motion:

Authorize the execution of a real property purchase and sale agreement between Mike and Debbie Gardner and the City of Gardner to acquire private property adjacent to the Gardner Municipal Airport (GMA) in the amount of \$500,000.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This REAL PROPERTY PURCHASE AND SALE AGREEMENT (hereinafter, the “Agreement”) is made by and between City of Gardner, Kansas, a Kansas municipal corporation and political subdivision of the State of Kansas (hereinafter, the “Purchaser”) and Michael L. Gardner and Deborah S. Gardner (hereinafter, the “Seller”). The “Effective Date” of this Agreement shall be deemed to be the date that the Purchaser executes an original, fully-executed by the Seller counterpart of this Agreement.

FOR AND IN CONSIDERATION OF the premises set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Seller shall sell, and Purchaser shall purchase, in fee simple, subject to and upon the following terms and conditions, that certain real property located in the County of Johnson, Kansas, commonly known as 32230 US 56 Highway, Gardner, Kansas, 66030, as more particularly described on Exhibit “A”, attached hereto and made a part hereof, together with any and all easements, rights and privileges appurtenant thereto (all the foregoing are collectively hereinafter referred to as the “Property”).

2. Purchase Price.

The purchase price for the Property is **FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$ 500,000.00)** (the “Purchase Price”). A sum of **ONE THOUSAND DOLLARS AND 00/100 CENTS (\$1,000.00)** shall be paid as earnest money upon the Effective Date of this agreement. The Purchase Price, less earnest money already paid, shall be paid by Purchaser to Security 1st Title, 104 E. Main St., Gardner, KS 66030 (the “Title Company”) at closing. At closing, the Purchase Price shall be delivered the Title Company who shall serve as the escrow agent.

3. Conveyance. At closing, Seller shall deliver to Title Company a General Warranty Deed in recordable form, duly executed and acceptable to the Title Company, conveying to Purchaser good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances (the “Deed”). The Deed shall be in substantially the same form as attached hereto as Exhibit “B”.

4. Closing and Possession.

A. The "Closing" is the conveyance to Purchaser by Seller of the Deed. Subject to all the terms and provisions of this Agreement, the sale and conveyance of the Property shall take place on a date mutually agreed upon by the parties but in no event later than twenty-one (21) days following approval of this Agreement by the City Council of the City of Gardner (the "Closing Date") at the Title Company. Seller shall have one-hundred and twenty (120) days following closing to vacate the Property and to deliver possession to the City.

B. The terms of this Agreement shall survive the Closing and the Seller's delivery of the Deed.

C. Seller shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing and rents shall be prorated between Seller and Purchaser on the basis of such calendar year, as of the date of Closing. All deposits shall be transferred to Purchaser at closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax and special assessment, if any. Purchaser shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

5. Conditions Precedent to Closing.

This Agreement and Purchaser's obligation to purchase the Property are expressly subject to and contingent upon the satisfactory transfer of title to the Property, and the fulfillment of the conditions precedent to Closing contained herein. If any condition precedent to Closing is not met, Purchaser may cancel this Agreement by giving notice to Seller, and, thereupon, all of Purchaser's obligations under this Agreement immediately shall be discharged.

Closing hereunder on the Property is contingent upon satisfaction of the following conditions:

A. Purchaser obtaining, at Purchaser's expense, an ALTA Form commitment for title insurance (the "Commitment") from the Title Company, showing fee simple marketable title to the Property to be in Seller, subject only to easements, rights-of-way, and restrictions, if any, of record (the "Permitted Exceptions"), and the issuance of the title policy in accordance with the same. Promptly after receiving the Commitment showing all exceptions noted on the Commitment, Purchaser shall provide Seller with written objections, if any, to title. Seller shall have ten (10) days thereafter in which to notify Purchaser regarding whether it will attempt to cure such objections and, if so, thirty (30) days from such notice in which to cure all such objections. In the event Seller elects not to attempt to cure such objections or is unable to do so following its election to attempt to cure the same, this Agreement shall terminate unless Purchaser elects in writing, within ten (10) days following either such notice or failure to cure, to waive any such title defect(s) and accept title subject to same; and

B. All of Seller's representations and warranties being true on the date hereof and remaining true through the Closing; and

C. The Title Company issuing a title insurance policy pursuant to the Commitment, showing only the Permitted Exceptions; and

D. Purchaser's obligation to Close is contingent upon approval of the governing body of the City of Gardner, Kansas authorizing the purchase of the Property.

The foregoing conditions to Closing are for the sole benefit of Purchaser and may be waived by Purchaser, at Purchaser's sole option, by giving notice to Seller at any time prior to the Closing Date.

6. Seller's and Purchaser's Obligations at Closing.

A. At Closing, Seller shall execute and deliver to Purchaser the following:

(i) a General Warranty Deed conveying the Property to the Purchaser; and

(ii) any other documents or instruments reasonably necessary to consummate the transaction contemplated hereunder.

B. At Closing, Purchaser shall:

(i) pay the Purchase Price; and

(ii) execute any documents or instruments reasonably necessary to consummate the transaction contemplated hereunder.

7. Seller Representations, Warranties, Covenants and Obligations.

Seller represents and warrants the following:

A. Seller is the fee simple owner of the Property and has the full capacity, right, power and authority to execute and perform each and every duty and obligation of this Agreement; and

B. Seller warrants that all action necessary to authorize conveyance of title has been duly taken.

C. This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

D. To the best of Seller's knowledge, Seller has good, marketable and insurable fee simple absolute title to, and is the owner of, the Property, and Seller's ownership of the Property is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for (a) matters of record and for (b) real estate taxes and assessments for the year 2023.

E. To the best of Seller's knowledge, Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Property or any leases or licenses thereof.

F. To the best of Seller's knowledge, there are no outstanding rights or options to purchase all or any part of the Property, and there are no outstanding options to license or use all or any part of the Property.

G. There are to the best of Seller's knowledge, no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge) threatened against or affecting the Property, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Property including, without limitation, tax reduction proceedings. From and after the date hereof (until this Agreement is terminated or expires), Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Property or any part thereof without the prior written consent of Purchaser.

H. Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Property or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing.

I. To the best of Seller's knowledge, except for service agreements which are cancelable by Seller at will, there are no service agreements or any other contracts or agreements whatsoever to which Seller is a party and which affect the Property in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the Property which cannot be cancelled effective as of the Closing Date.

J. Seller shall cooperate with and consent to any and all applications in the name of Purchaser (or its designee[s]). Seller shall evidence such cooperation and/or consent in writing or by executing necessary documents, within three (3) business days of any request by Purchaser (or its designee[s]).

K. Seller represents that to the best of Seller's knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Seller's ownership or during previous ownerships, at least insofar as the Seller has observed or has been informed. In the alternative, if the Seller has knowledge of any of the aforementioned events occurring on the Property, that information is set out below. If at any time during the period between the execution of this Agreement and the closing thereof, the Seller has actual knowledge of, learns of, or has a reason

to believe that any of the aforementioned events occurred on the Property, Seller shall give notice to Purchaser immediately. This Agreement is conditional upon full disclosure of any such information by the Seller.

8. Purchaser's Access to the Property.

Purchaser, its agents, engineers, surveyors and other representatives shall have the right, during the term of this Agreement and with reasonable prior notice to Seller, to enter upon the Property to inspect, examine and survey the Property, to conduct a building inspection, engineering studies or an environmental review of the Property; and otherwise to do that which, in the opinion of Purchaser, is necessary to determine the physical condition of the Property. At Seller's option, Seller may elect to have a representative of Seller present when Purchaser or its representatives enter the Property. Purchaser agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections. Purchaser's obligations imposed by this paragraph shall survive termination of this Contract. If Purchaser determines that the physical condition of the Property or other conditions are not suitable for Purchaser, Purchaser shall deliver written notice to Seller that this Contract is terminated.

9. Survey.

Purchaser may, at Purchaser's option and expense, order a Boundary Survey and Improvement Locations ("stake survey") or a Surveyor's Real Property Report ("spot survey") of the Property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey. Purchaser shall have fifteen (15) days from receipt of the survey to examine the survey and make any objections in writing to the Seller. If Purchaser fails to make such written objections by that date, then Purchaser shall be deemed to have waived any right to make such objections. Seller shall use due diligence

to meet Purchasers' objections and to resolve any defects, encroachments, overlaps or discrepancies. If Seller is unable to do so by the date of closing then Purchaser may terminate this Agreement.

10. Insurance; Maintenance; Casualty; Condemnation; Change of Condition: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Purchaser of any such event. Upon notice of such occurrence, Purchaser may re-inspect the Property and may, by written notice to Seller within ten (10) business days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Purchaser all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

12. Foreign Investment: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

13. Termination: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Purchaser shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

14. Default And Remedies: Seller or Purchaser shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Purchaser under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

- (a) If Seller defaults, Purchaser may (i) specifically enforce this Contract and recover damages suffered by Purchaser as a result of the delay in the acquisition of the Property;

or (ii) terminate this Contract by written notice to Seller and, at Purchaser's option, pursue any remedy and damages available at law or in equity. If Purchaser elects to terminate this Contract, the Earnest Money Deposit shall be returned to Purchaser.

- (b) If Purchaser defaults, Seller may terminate this Contract by written notice to Purchaser and retain the Earnest Money Deposit as total liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain actual damages)

15. Disposition Of Earnest Money And Other Funds And Documents: In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, the Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Purchaser or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) business days of receipt, or failure by either Purchaser or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within forty-five (45) business days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses, including the cost of an interpleader, incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent.

16. Real Estate Commissions: Each party hereto represents to the other that it has not authorized any broker to act on its behalf in connection with the sale and purchase hereunder and that such party has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any

agreement, arrangement, or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby.

17. Notices.

Any notices provided for in the Agreement may be given by sending such notice by U.S. mail, and a notice so sent shall be deemed to have been given as of the day of mailing, if addressed as follows:

To Purchaser:	Matt Just 120 E. Main Street Gardner, Kansas 66030
With a Copy to:	Ryan Denk MVP Law 10 E. Cambridge Cir. Dr., Ste. 300 Kansas City, KS 66103
To Seller:	
With a Copy to:	

18. Miscellaneous.

A. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

B. The representations, warranties, covenants and agreements contained in this

Agreement shall survive Closing and the delivery of the Deed, without limitation.

C. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

D. Time is of the essence of this Agreement.

E. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

F. This Agreement may be amended at any time and in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

G. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those expressly set forth herein.

H. This Agreement and its performance shall be governed by and construed under the laws of the State of Kansas applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the District Court of Johnson County, Kansas.

I. Whenever the singular pronoun is used in this Agreement, the same shall include

the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

J. In the event any portion of this Agreement is held partially or wholly invalid or unenforceable by a court of competent jurisdiction, the parties, to the extent permitted by law, shall make a diligent and good-faith effort to remedy and cure any such defect and shall take such actions as are reasonably necessary to provide the other party with all of the material benefits of the terms of this Agreement. In all events, the remaining portions hereof shall continue in full force and effect.

WHEREFORE, this Agreement is acknowledged and agreed to by the Seller and Purchaser:

PURCHASER:

SELLER:

CITY OF GARDNER, KANSAS

By: James Pruetting, (Date)
City Administrator

Michael L. Gardner (Date)

Deborah S. Gardner (Date)

Attest:

Renee Rich,
City Clerk

[Remainder of page is blank. Notary page is next page.]

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the within Real Property Purchase and Sale Agreement and acknowledged to me that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF Kansas)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared James Pruetting, to me known to be the person described in and who executed the within Real Property Purchase and Sale Agreement and acknowledged to me that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

EXHIBIT A

Legal Description

32230 US 56 Highway

That part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 14, Range 22, Johnson County, Kansas described as follows: Beginning at a point 514.96 feet South and 176 feet East of the Northwest corner of then Southeast Quarter of the Southwest Quarter of Section 27; thence South 307.66 feet to a point on the Northerly right of-way line of said Highway #56; thence Northeasterly 266.99 feet along the Northerly right-of-way of Highway #56; thence Northwesterly 208.71 feet; thence Southwesterly 68.02 feet to the point of beginning, subject to that part in road.

EXHIBIT B
General Warranty Deed

MAIL TO:

City of Gardner, Kansas, a municipal corporation and political subdivision of the State of Kansas

STATUTORY WARRANTY DEED

Michael L. Gardner and Deborah S. Gardner, a married couple, Grantor, conveys and warrants to

City of Gardner, Kansas, a municipal corporation and political subdivision of the State of Kansas,
Grantee, the following described premises, to-wit:

That part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 14, Range 22, Johnson County, Kansas described as follows: Beginning at a point 514.96 feet South and 176 feet East of the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 27; thence South 307.66 feet to a point on the Northerly right-of-way line of said Highway #56; thence Northeasterly 266.99 feet along the Northerly right-of-way of Highway #56; thence Northwesterly 208.71 feet; thence Southwesterly 68.02 feet to the point of beginning, subject to that part in road.

For the sum of One Dollar and other good and valuable consideration.

Subject to: easements and restrictions of record, if any.

“Grantor” and “Grantee” are used for the singular or plural as context requires.



Executed to be effective as of _____.

Michael L. Gardner

Deborah S. Gardner

State of _____, County of _____ } ss.

This instrument was acknowledged before me on _____ by Michael L. Gardner and Deborah S. Gardner.

My Commission Expires: _____

Notary Public

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 5

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$3,700,000 to pay the cost of certain water system improvements, all pursuant to Charter Ordinance No. 28 of the City of Gardner, Kansas

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$3,700,000 to pay the cost of certain water system improvements, all pursuant to Charter Ordinance No. 28 of the City of Gardner, Kansas.

Background/Description:

The Hillsdale Water Intake Structure Project will consist of, but not limited to, the design, construction, permitting, electrical, controls, pumping evaluations/selections, installation of new connections to the raw water transmission mains, structures and other improvements at the Hillsdale Lake Intake site. The existing intake is limited to 5.9 MGD; these improvements will allow for the expansion of the treatment plant to meet future needs and a maximum build out of 12MGD of water to be treated at the Hillsdale Water Treatment Plant.

The estimated total project cost is \$3,500,000. In order for the City to reimburse itself from future bond proceeds for expenses related to the project, the City must formally approve its intent to do so.

Adopting the proposed ordinance fulfills the City's obligation.

Financial Impact:

The proposed ordinance authorizes the City to issue up to \$3,700,000 in general obligation bonds. The \$3,700,000 aggregate amount includes the estimated project cost and the cost of issuance. Future debt service payments will come from the Water Fund.

Attachments Included:

- Ordinance No. 2808

Suggested Motion:

Adopt Ordinance No. 2808, an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$3,700,000 to pay the cost of certain water system improvements, all pursuant to Charter Ordinance No. 28 of the City of Gardner, Kansas.

ORDINANCE NO. 2808

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,700,000 TO PAY THE COST OF CERTAIN WATER SYSTEM IMPROVEMENTS, ALL PURSUANT TO CHARTER ORDINANCE NO. 28 OF THE CITY OF GARDNER, KANSAS.

WHEREAS, the City of Gardner, Kansas (the “City”), is authorized pursuant to Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 28 of the City passed on June 15, 2020, to issue general obligation bonds of the City for the purpose of purchasing, extending and improving, or purchasing, constructing or extending works for the purpose of supplying the City and its inhabitants with natural gas, water, electricity, heating, street-railway service, telephone service, or internet or communication service;

WHEREAS, the Governing Body of the City has determined that it is necessary and desirable to provide the following in connection with the Hillsdale Water Treatment Plant intake structure project including, but not limited to, design, construction, permitting, electrical, controls, pumping evaluations/selections, installation of new connections to the raw water transmission mains, structures, and other related improvements (collectively, the “Project”), at a total estimated cost of \$3,700,000, including the costs of issuance of general obligation bonds of the City;

WHEREAS, the Hillsdale Water Treatment Plant is owned and operated by the City; and

WHEREAS, the Governing Body of the City finds it desirable and in the best interest of the City to finance the cost of the Project with the proceeds of general obligation bonds issued pursuant to Charter Ordinance No. 28 of the City;

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

Section 1. Pursuant to Charter Ordinance No. 28 of the City, the Governing Body of the City hereby authorizes the construction of the Project and the issuance of its general obligation bonds in an amount not to exceed \$3,700,000 to pay the cost thereof, including costs of issuance.

Section 2. In order to comply with the requirements of Section 1.150-2 of the Regulations of the Internal Revenue Service concerning declarations of official intent to reimburse the City for previously paid expenditures from the proceeds of subsequently issued debt, the Governing Body of the City hereby indicates its intent to reimburse the City with the proceeds of bonds, notes, or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for costs of the Project, including costs of financing, in an amount not to exceed the cost reflected in Section 1 above.

Section 3. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

[remainder of page left blank intentionally]

PASSED by the City Council of the City of Gardner, Kansas, on August 19, 2024.

SIGNED by the Mayor of the City of Gardner on August 19, 2024.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 6

MEETING DATE: AUGUST 19, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to purchase a 161 kV Circuit Breaker for Substation 4 CIP Project EL4005.

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Electric Division

Background/Description of Item:

Due to the 32 – 36 months lead time for electrical equipment, our consultant Olsson and Staff began the procurement process for Substation 4 project in early 2024.

IFB Process:

On May 1, 2024, City staff issued an Invitation to Bid for a 161 kV Circuit Breaker as part of CIP Project EL4005. The invitation was published in The Gardner News, City’s website, and Drexel plan room. A total of two (2) companies submitted a bid shown below:

Company	Bid	Lead Time
MVA Power	\$660,000	36-44 weeks
Siemens	\$110,906	90-100 weeks

The bids were reviewed by Olsson who recommended Siemens for being a well-established company with many 161kV breakers currently in use and having the lowest bid.

Staff Recommendation:

Approved Siemens as the supplier of 161 kV circuit breaker for Substation 4..

Financial Impact:

Expenditure to be paid from the Electric Fund.

Attachments:

- Gardner Siemens Purchase Agreement

Suggested Motion:

Authorize the City Administrator to execute a contract with Siemens in the amount of \$110,906 excluding sales tax and offloading charges for the purchase of one (1) 161 kV circuit breaker for Substation 4 CIP Project EL-4005.

AGREEMENT FOR PURCHASE OF GOODS

This agreement ["Agreement"], is made as of this 19th day of August, 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and Siemens Energy, Inc., [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal to sell a 161 kV circuit breaker for the purpose of installation on Substation 4; and

WHEREAS, City desires to purchase said 161 kV circuit breaker from Vendor; and

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

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

AGREEMENT

1.0 Purpose.

Vendor will sell and deliver one (1) 161 kV circuit breaker as requested in (1) City's Substation 4 PROJECT # EL-4005A thereto; and (2) as outlined in Vendor's response to said BID. Vendor agrees that it has carefully reviewed the BID, and it understands the nature and scope of the BID's terms and conditions. The parties agree that time is of the essence in Vendor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from August 19, 2024 to August 18, 2026 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.

3.0 Termination.

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

4.0 Compensation and Prices.

- 4.1 City agrees to pay and Vendor agrees to accept as compensation for the goods and services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.
- 4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.
- 4.3 All invoices should be sent to Gonzalo Garcia (ggarcia@gardnerkansas.gov) and Erin Groh (Utilities_Department@gardnerkansas.gov).
- 4.4 Insert compensation table as needed.

5.0 Cash Basis and Budget Laws.

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

6.0 Indemnification.

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

7.0 Insurance.

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

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

- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Professional Liability - The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- Products Liability Insurance - The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

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

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

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

OR

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

8.0 Conflict of Interest.

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

9.0 Nondiscrimination.

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

10.0 Facilities and Equipment.

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

11.0 Accessibility.

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

12.0 Records, Ownership and Inspection.

12.1 Ownership of Documents.

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

12.2 Open Records.

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

13.0 Independent Contractor.

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

14.0 Compliance with Laws.

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

15.0 Assignment.

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

16.0 Confidentiality.

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

17.0 Notices.

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

To City:

Gonzalo Garcia
ggarcia@gadnerkansas.gov

To Vendor:

18.0 Amendments.

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

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

19.0 No Third Party Beneficiaries.

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

20.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or

international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

21.0 Titles.

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

22.0 Negotiations.

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

23.0 Costs and Attorneys Fees.

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

24.0 Severability.

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

25.0 Authority to Enter into Agreement.

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

26.0 Incorporation of Appendices.

Appendix A - City Procurement Bid PROJECT # EL4005A, and Appendix B - Vendor's Response to PROJECT # EL4005A are attached hereto and made a part hereof as if fully set out herein.

27.0 Entire Agreement.

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

28.0 Governing Law and Venue.


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

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

CITY OF GARDNER, KANSAS

City Administrator

VENDOR
**Kendrick
Benjamin**

 Digitally signed by Kendrick Benjamin
Date: 2024.08.14 09:33:20 -05'00'

Authorized Agent
Ben Kendrick - Application Sales Engineer

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

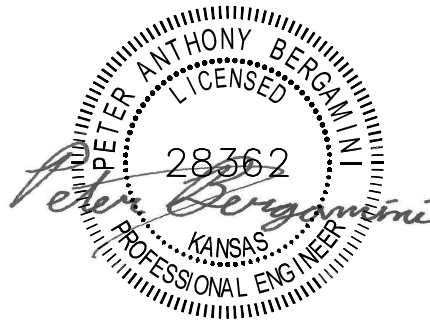
City of Gardner

Gardner, Kansas

Bid Specification for

City of Gardner Substation #4 – 161kV Circuit Breaker

PROCUREMENT BID DOCUMENTS



PETER ANTHONY BERGAMINI
 PROFESSIONAL ENGINEER
 KS# PE-28362
 04/22/2024
 OLSSON
 702 S. MAIN STREET
 JOPLIN, MO. 64801
 KANSAS CERTIFICATE OF AUTHORITY #E-516



Olsson

Kansas City, Missouri

Prepared by:

Brennan Campbell

Peter A. Bergamini P.E.

INVITATION TO BID

Project Buyer: City of Gardner Municipal Utilities

Project Name: City of Gardner Substation #4 161kV Breaker Procurement

Project Number: EL-4005A

Project Location: 17955 Clare Rd, Gardner, KS 66062

Subject: Notice to Bidders - Invitation to Bid for one (1) 161kV SF6 Circuit Breaker 2000A

Dear Bidders,

City of Gardner invites qualified and experienced bidders to submit their proposals for the supply and delivery of one (1) 161kV Circuit Breaker, including associated accessories and services. Delivery MUST include all freight and/or roadway taxes/tariffs and fees. Deliver to the breaker pad located at the address indicated above.

Bid Submission Details: Bid Form shall be directed to Brennan Campbell, Electronically ONLY to bcampbell@olsson.com with copied recipients: ggarcia@gardnerkansas.gov, erose@gardnerkansas.gov and pbergamini@olsson.com with the subject line: "BID FOR FURNISHING AND DELIVERING 161KV CIRCUIT BREAKER EL-4005A". Technical submittal data may be submitted electronically any time prior to the close of bids.

Bid Submission Deadline: 30 business days from City of Gardner bid publication date. Bid Submission Time: 1 pm CST

We look forward to receiving your proposals and working together to achieve a successful outcome for this project. Should you have any questions or require further information, please contact Olsson Engineers at bcampbell@olsson.com, (816)-695-1445 and pbergamini@olsson.com, (314)-302-8958.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee online at www.drexeltech.com in their eDistribution plan room. Additional assistance is available at distribution@drexeltech.com. Information regarding these projects can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing Proposals may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Sincerely,

Gonzalo Garcia
Utility Director
City of Gardner

**Furnishing and Delivery of one (1) 161kV 2000A Dead-Tank SF6 Circuit Breaker
For City of Gardner
Gardner, Kansas 66030**

The undersigned agrees to perform the work as specified for the prices as stated:

BIDDER NAME: Siemens Energy Inc.
BIDDER ADDRESS: 444 Highway 49 South Richland, MS 39218
BIDDER PHONE: (601) 688 - 2428
BIDDER E-MAIL: benjamin.kendrick@siemens-energy.com
BIDDER CONTACT: Ben Kendrick - Application Engineer HVCB

BASE BID LUMP SUM BID PRICE:

One hundred ten thousand nine hundred six dollars Dollars (110,906.00)
(words) (figures)

Kansas Sales Taxes (9.475% of Base Bid Amount) ADD \$ _____

Vendor discount for early payment: DEDUCT \$ _____

TOTAL BID AMOUNT: \$ 110,906.00

NAME (TYPED OR PRINTED): Ben Kendrick

TITLE: Applicaton Engineer HVCB

BY: Kendrick Benjamin
Digitally signed by Kendrick Benjamin
Date: 2024.08.14 09:31:24 -05'00'
(Authorized Individual's Signature)

DEFINITIONS

Whenever the following terms or pronoun in place of them are used in these “Instructions to Bidders”, “Form of Proposal”, “Technical Specifications”, “Contract”, etc.... the intent and meaning shall be interpreted as follows:

Owner/Buyer/Utility	City of Gardner(COG) Gardner, Kansas
^{See} Engineer	Olsson
General Manager	Gonzalo Garcia
Authorized Representative	An approved representative of Owner assigned to make any or all necessary observations of work performed and equipment and/or apparatus furnished by the Bidder.
Bidder/Manufacturer	Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative; or party of the second part of the Contract, acting directly or through a duly authorized representative.
Subcontractor	Any individual, firm, or corporation who contracts with the Bidder to perform part of the latter’s Contract.
Surety	The body, corporate or individual, approved by the Owner, which is bound with and for the Bidder who is primarily liable and which engages to be responsible for their acceptable performance of the work for which they contracted.
Proposal	The approved, prepared form on which the Bidder is to submit or has submitted their Proposal for the work contemplated.
Plans/Drawings	All Drawings or reproductions of Drawings pertaining to the construction under the Contract.
Technical Specifications	The directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the Contract.
Contract	The agreement covering the furnishing of equipment and/or apparatus and the performance of the work. The Contract shall include the “Instructions to Bidders”, “General Conditions”, “Form of Proposal”, “Plans”, “Technical Specifications, and Acknowledgements.
Work	The performance of the project covered by the Specification or the furnishing of labor, machinery, equipment, tools, or any other article or item being purchased by the Owner.
Emergency	A temporary unforeseen occurrence or combination of circumstances which endangers life and property and calls for immediate action or remediation.
Work at Site	Work to be performed, including work normally done on the location of the project.
Bid Documents	Include all sections of the Request for Bids, Form of Proposal, Technical Specifications and Appendices.

The subheadings in these Specifications are intended for convenience or reference only and shall not be considered as having any bearing on the interpretations thereof.

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1. INSTRUCTION TO BIDDERS

- 1.1. **Eligibility:** Interested bidders must fulfill the eligibility criteria outlined in the bid documents. Bidders should provide necessary documentation demonstrating their experience, technical capability, financial stability, and compliance with applicable laws and regulations.
- 1.2. **Bid Submission:** Bid Form shall be directed to Brennan Campbell, Electronically ONLY to bcampbell@olsson.com with copied recipients: ggarcia@gardnerkansas.gov , erose@gardnerkansas.gov and pbergamini@olsson.com with the subject line: "BID FOR FURNISHING AND DELIVERING 161KV CIRCUIT BREAKER EL-4005A". Technical submittal data may be submitted electronically any time prior to the close of bids.
 - 1.2.1 **Bid Security:** To be considered, Bids shall be submitted with a Bid Security conforming with the latest edition of the Kansas Public Bidding rules in the amount of five percent (5%) of the base bid amount. Bid should be submitted on the Bid Proposal Form provided. The form may be reconstituted if the contents are duplicated. Failure to submit the required bid security, complete or submit the Bid proposal form, or provide the required technical submittals may result in rejection of proposal.
- 1.3. **Evaluation Criteria:** Bids will be evaluated based on factors such as compliance with specifications, price, delivery schedule, past performance, and technical capabilities.
- 1.4. **Contract Award:** The contract will be awarded to the bidder whose proposal is deemed most advantageous to the City of Gardner, KS (COG) or authorized representatives, taking into consideration the evaluation criteria mentioned above.
 - 1.4.1 **Payment:** Payment will be made to the Vendor in an amount of ninety-five percent (95%) of the Proposal value, upon delivery, assembly, and testing of the Breaker at the Owner's site. The balance of the amount due the successful bidder will be made within 30 days following the successful energization of the Breaker by the Owner.
 - 1.4.2 **Tax:** All bids shall indicate the Kansas sales tax (9.475% of base bid amount) as a separate line item determined from the base bid amount.
 - 1.4.3 **Amount:** Prices shall remain valid for a period of ninety (90) days after **04/22/2024**.
- 1.5. **Disqualification:** The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the purchase in the best interests of the Utility.
- 1.6. **Clarifications and Inquiries:** Exceptions to the specifications are not recommended. Written questions regarding the specifications may be directed to Brennan Campbell bcampbell@olsson.com Peter Bergamini, pbergamini@olsson.com by e-mail at the address provided in the contact information. Please do not contact Mr. Garcia or any Owner representatives with questions regarding the specifications.
- 1.7. **Free on Board (F.O.B.):** Delivery MUST include all freight and/or roadway taxes/tariffs and fees. Delivered to the transformer pad located at the address indicated above.

2. BIDDERS' PREQUALIFICATIONS

- 2.1. The bidder must show proof of having manufactured at least ten (10 ea.) similar units in design, voltage class in the last ten years that were successfully installed and are currently in serviceable condition.
- 2.2. The bidder must have a minimum of fifteen (15) years of experience in manufacturing Circuit Breakers.
- 2.3. The Buyer reserves the right to reject any or all bids and to waive irregularities therein, and all Bidders must agree that such rejection shall be without liability on the part of the Buyer for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Buyer or Engineer because of such rejections. The filing of any bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

3. GENERAL

3.1. SCOPE

The purpose of this specification is to provide outdoor, dead tank, SF6, power circuit breakers 161 kV voltage classes including all accessory equipment and material.

The Bidder shall comply with all details of the circuit breaker, auxiliary equipment and guarantees required in this specification. Any exceptions to this specification must be clearly stated in the bid proposal.

3.2. SYSTEM DESCRIPTION

The Circuit Breaker will be installed outdoors on new foundations (by others) in City of Gardner Substation 1. The breaker will be connected to 161kV incoming lines with isolation switches. See [Appendix A](#) for preliminary one-line diagram.

3.3. STANDARDS

- The proposed breaker shall be designed, and construction and all equipment/materials tested in conformance with the requirements of the latest revisions and supplements of all applicable standards listed in section [3.4. \(REFERENCES\)](#).
- Bidder specific standards shall be submitted to COG for approval during the bidding process.
- The materials used for the manufacturing of the circuit breaker shall be new and of standard, commercial, first-grade quality as to materials, workmanship, and design. The workmanship and design shall be most suitable for the application. The equipment shall be manufactured to conform to the best engineering practices.
- All external hardware such as nuts, bolts, washers, hinges, door handles, etc., shall be galvanized with silicone weather sealant.
- All components internal and external shall be checked for security and tightness.
- All enclosures shall be sufficiently rigid to prevent warping of doors and latches. Doors shall be hinged and have heavy duty handle type latches. Design of enclosures shall be such that overlapping metal surfaces are sealed to prevent corrosion.
- The breaker shall be of outdoor type construction, floor mounted on a welded hot-dip galvanized steel base structure with removable legs.

3.4. CONFORMANCE

3.4.1. APPLICABLE STANDARDS

- The SF6 circuit breaker manufactured in accordance with this specification shall meet or exceed the applicable requirements of the latest revision of standards listed below.

Specification	
IEEE Standard for Ratings and Requirements for AC High-Voltage Circuit Breakers with Rated Maximum Voltage Above 1000 V	ANSI C37.04
IEEE Standard Test Procedures for AC High-Voltage Circuit Breakers with Rated Maximum Voltage Above 1000 V	ANSI C37.09
IEEE Guide for Investigation, Analysis, and Reporting of Power Circuit Breaker Failures	ANSI C37.10
IEEE Standard Requirements for Electrical Control for AC High-Voltage (> 1000 V) Circuit Breakers	ANSI C37.11
IEEE Guide for Specifications of High-Voltage Circuit Breakers (over 1000 V)	ANSI C37.12
NEMA Alternating Current High-Voltage Circuit Breakers	NEMA SG-4
High-voltage switchgear and controlgear - Part 100: Alternating-current circuit-breakers	IEC 62271-100

Table 1: List of Standards

3.5. REFERENCES

The following Documents/Drawings are part of the specification:

- Industry Codes and Standards

The breaker shall be manufactured and tested in accordance with the latest revision of applicable standards of the following organizations:

STANDARDS AND CODES	
American Society for Testing and Materials	(ASTM)
American Society for Non-Destructive Testing American	(ASNT)
American Society of Mechanical Engineers	(ASME)
American Society of Civil Engineers	(ASCE)
American National Standards Institute	(ANSI)
American Iron and Steel Institute	(AISI)
American Welding Society	(AWS)
Society for Protective Coatings	(SSPC)
Occupational Safety and Health Administration	(OSHA)
National Electrical Manufacturers Association	(NEMA)
National Electrical Safety Code	(NESC)
Institute of Electrical and Electronic Engineers	(IEEE)
Factory Mutual	(FM)
National Fire Protection Association	(NFPA)
National Electrical Code	(NFPA 70)
Underwriters Laboratory	(UL)
International Electro-technical Commission	(IEC)

Table 2: List of Codes & Specifications

Where there is a conflict between the standards and this specification, the standards shall take precedence. Any deviation of design or testing from the above standards and COG specification by the Bidder shall be submitted to COG for prior approval before any work starts.

3.6. SUBMITTALS

3.6.1. PROPOSAL SUBMITTALS

- The Bidder shall provide submittals per section 12 of this document.

3.6.2. CONTRACT SUBMITTALS

- The Bidder shall provide the information listed below per the requirements of this specification.
- The footprint and height range of the circuit breaker needs to be included with the bidding documents.
- Equipment drawings showing the following information:
 - Front view, side view, plan view and assembly drawings including center of gravity, shear and moment information (loading).
 - Elementary Control Diagrams
 - Required clearances.
 - Interconnection diagrams illustrating terminal blocks of all equipment.
 - Control cabinet arrangement drawings
 - Bill of Material
 - AC, DC and interconnection drawings shall be provided on separate sheets.
- The Bidder shall supply three (3) ea. Installation, Maintenance, energization procedure of the breaker during cold weather and Storage Instruction Books for all devices provided by Bidder.

The Instruction Books / Manuals / Lists shall include, as a minimum, the following:

- instruction book shall be assembled and bound in a three-ring binder with removable cover and edge sheets.
- The instruction book shall contain information on receiving, storing, assembly, and maintenance of the breaker.
- The Bidder shall include a complete set of final drawings in a pocket-type page in the back of the instruction books.
- The OEM drawings shall be 11" x 17" drawings and included in the instruction books.
- The Bidder shall supply an instruction book conveniently mounted in the pocket on the door inside of the breaker control panel.

The instruction books shall include but not be limited to the following:

- Table of contents and index tabs
- Specifications, test data and curves
- Description of the equipment
- Operating Instructions (including but not limited to safety precautions and operating limits)
- Instructions in the methods of receiving, inspection, storage, and handling
- Complete installation, start-up, initial test, and maintenance instructions
- Assembly drawings
- Wiring and schematic diagrams
- Parts lists including spare parts list.
- Schedule of required lubricants
- Nameplate information and shop order numbers for each item of equipment and component part
- Instructions of accessories
- Separate sheet defining measurements to be performed by customer on installation of the breaker.
- Separate sheet providing a summary of all breaker and mechanism adjustment values with allowable limits.
- List of maintenance tools furnished with the equipment, if applicable
- A flash drive containing a PDF format version of the entire instruction book.
- Final reduced sized outline drawings and assembly drawings with a description of equipment arrangement and accessories.
- Itemized list of each component of the breaker, including the item numbers, quantities of component
- Design magnetizing curves.
- Circuit Breaker inrush current curve
- Recommended spare parts list.
- The face sheet of each instruction book is to be identified with COG project name, COG purchase order

number, the product serial number, and product name. The Bidder's job order number **is not** an acceptable substitute for the serial number.

- Inspection Photographs - The manufacturer shall provide photographs of the following:
 - 1) The photographs shall clearly show all pertinent information such as general construction.
 - 2) Prints of the photographs shall be supplied for each instruction book furnished. A digital copy of each photograph is to be furnished at time of shipment. Resolution on each digital photograph is to be a minimum of 5.0 megapixels.
- The drawings shall be submitted to COG and the Engineer for approval prior to manufacture of the equipment. Manufacturing shall not be started, under any circumstance, until the Engineer has approved the drawings. Approval drawings shall be received within 60 days After Receipt of Order.
- A preliminary outline drawing showing dimensions, weights, and center of gravity shall be submitted within 30 days After Receipt of Order.
- Coating Product Data Sheets (PDS), Safety Data Sheets (SDS), and Application Procedures for COG authorized representative approval.
- Safety data sheets (SDS) for all materials used in the construction of the equipment deemed hazardous by OSHA.
- The Bidder shall supply all drawings and data electronically (in AutoCAD .DWG and .PDF formats) including but not limited to outlines, foundation plan, connection diagrams, nameplate etc. If available the Bidder shall provide a dimensionally accurate, 3D model of the complete transformer, capable of being opened within such software packages as Autodesk Inventor / Navisworks.
- Equipment fabrication shall not proceed unless the Bidder has received "Status-1 Accepted" or "Status-2 Accepted as Noted, Re-Submittal Not Required" drawings from COG.
- In the occurrence that COG returns Bidder's documentation indicating non-conformance to the specifications indicated in the Purchase Order, Bidder shall revise such drawings to incorporate COG's comments at Bidder's expense. Revised drawings shall be provided two weeks after receipt of COG's comments.
- Overall schedule of equipment and completion shall not be changed unless agreed to by COG, in writing.
- In any event, Bidder shall remain responsible for the engineering, design, manufacture, testing, and documentation of the equipment.
- Bidder drawings and documents shall indicate Serial No and COG asset number on documents (Asset No. provided by COG).
- The Bidder shall supply one (1) sample instruction book with the bid documents.

3.6.3. BIDDER DRAWINGS AND DOCUMENT SUBMITTALS

- Drawings shall be submitted FOR REVIEW and/or as FINAL CERTIFIED DRAWINGS. PRELIMINARY drawings will not be accepted. FOR INFORMATION drawings shall be treated as FINAL CERTIFIED DRAWINGS. The Bidder shall be responsible for increased costs associated with changes in FINAL CERTIFIED DRAWINGS.
- The Bidder Document Submittal Form attached to or integrated in the Equipment Specification identifies the document categories / types, submittal due dates, number of copies required and the recipients that they are to be sent to.
- A master Bill of Material, with complete identifying information for instrument, control devices and appurtenances in the scope of supply, shall be provided as part of the following drawing submittals:

1) For review:

Drawings that will undergo review for conformance to general design and the information required are defined in the Equipment Specification. The Bidder Document Submittal Form attached to the Equipment Specification presents the scheduled submittal dates. Bidder shall allow at least fifteen (15) working days from the date COG receives submitted drawings for return of reviewed drawings.

2) Drawing Return Comment Status Codes:

"Accepted" – Drawings were reviewed and accepted by COG. Bidder can proceed with fabrication. Drawings are considered "Final Certified".

"Accepted as Noted, Re-submittal Not Required" - Drawings were reviewed and accepted by COG. The

Bidder may proceed with the work considering the corrections and comments noted on the drawing by the COG authorized representative. The drawings shall be resubmitted for record and reference after the necessary revisions are made.

“Accepted as Noted, Re-submittal Required” – Drawings were reviewed and accepted by COG. The Bidder shall **NOT** proceed with work but, within fifteen (15) calendar days, shall make the corrections and revisions or prepare a new drawing or calculation and resubmit the revised information for review at no change in schedule or cost to the COG authorized representative.

“Not Accepted” - Drawings were reviewed and rejected by COG. The Bidder shall not proceed with the work but, within fifteen (15) calendar days shall resubmit the required information to the COG authorized representative for review at no change in schedule or cost to the COG authorized representative.

- Final Certified Drawings

The FINAL CERTIFIED DRAWINGS represent the equipment as it shall be provided and shall be used by COG personnel for inspection. These must be the latest drawings from which the equipment is manufactured. This includes revisions due to COG’s review and any drawings required to install, maintain, and operate the equipment. COG retains the right to execute the “For Review” process for all documents received from the Bidder.

Following review of drawings and incorporation of all comments, Bidder shall submit final certified drawings in accordance with the Bidder Document Submittal Form attached to and/or integrated with the requisite Equipment Specification.

In addition to the above, COG requires electronic files of Bidder’s as-built drawings submitted for COG’s record. These shall be submitted, in addition to the files submitted in file formats specified.

- The Bidder shall furnish the final certified drawings accurately showing the equipment information for the equipment “as shipped”.
- The Bidder shall supply the electronic (AutoCAD .DWG and .PDF) version of the equipment drawings.
- These drawings shall be transmitted as “Certified Correct”.
- Bidder shall provide final drawings showing the information listed in Paragraph 3.6.3 above.
- Bidder shall provide the certified FAT report approved by COG before shipping the transformer.
- These drawings shall be transmitted within two (2) weeks after equipment shipment.

- Civil Submittals

- The equipment fabricator shall provide Kansas PE signed and sealed calculations and certification letter attesting to compliance with the 2015 International Code and requirements of section [5 \(CIVIL REQUIREMENTS\)](#).
- The equipment fabricator shall provide shop drawings indicating dimension and center of gravity of the equipment.
- The equipment fabricator shall provide installation schematics and details including but not limited to outlines.

4. EQUIPMENT AND SERVICES PROVIDED BY BIDDER (MANUFACTURER)

4.1. GENERAL REQUIREMENTS

- The Bidder shall provide circuit breaker and services per requirements of this specification:
 - Maximum Operating Voltage 161 kV RMS
 - Rated Voltage Range Factor K 1.0
 - Frequency 60 Hz.
 - Continuous Current at 60 Hz. 2,000 A RMS
 - Low-Frequency 1 Minute Dry Voltage 310 kV RMS
 - Impulse Full Wave Withstand Voltage 650 kV Crest
 - Rated Interrupting Time Maximum 2.5 Cycles
 - Rated Permissible Tripping Delay Y 1 Second
 - Short Circuit Current at Rated Maximum Voltage 50 kA RMS
 - Maximum Symmetrical Interrupting Current 50 kA RMS

- Closing and Latching Capability 130 kA RMS
- Duty Cycle O – 0.3sec – CO – 15sec - CO
- 3-Second Short Time Current Carrying Capability 50 kA RMS
- Closing Coil Voltage 125Vdc
- Tripping Coil Voltage 125Vdc
- Motor Voltage 120/208/240Vac, 125Vdc
- Heater Voltage 120/208/240Vac
- Bushing Current Transformers:
 - CT Ratio 2000/5 MR
 - Rating Factor 2.0
 - Accuracy Class at Full Winding C800
 - Number of CT's per bushing 3
- The breaker shall be rated for an ambient temperature range of -30° C to +45° C.

4.2. SERVICES

4.2.1. GENERAL

- This shall be a contract where the Bidder will be responsible for the complete design, manufacturing, shipment, installation, and testing of the breaker. Design, fabricate, transport F.O.B. site, install, test and commission one (1) 161kV Circuit Breaker. The Breaker will be installed on new foundation provided by others. The physical dimensions, weight and control cabinet location shall be clearly marked on preliminary documents. The Bidder shall be responsible for any modifications required to achieve this if the provided design documentation differs from final product.
- English shall be used in all correspondence, drawings, reports, calculations, quality records and submittals for COG review and approval. All units of measurement used shall be Imperial. All device functions for electrical apparatus shall conform to ANSI C37.2.
- The bushings shall meet IEEE/NESC clearance and insulation requirements.
- All items and services shall conform to COG's Purchase of Goods policies.
- All submittals shall be per section [3.6 \(SUBMITTALS\)](#) of the specification.
- Factory Acceptance Testing (FAT) and Tanking of Active Parts may be witnessed by COG's representatives and consider the inspection as a hold point.
- The control and monitoring wiring drawings shall use point-to-point wiring concept, with each wire uniquely identified by a distinguishing wire number or identifier.

4.2.2. FIELD

- Completely assemble the circuit breaker, including all bushings, control cabinet, AC power cabinet and current transformers on the breaker foundations
- If the control cabinet and AC power cabinets are not readily accessible from ground level, Bidder shall provide for platform with steps, handrails, guardrails as required for ready and safe access. Platform materials shall be hot dipped galvanized steel with non-slip grating steps and platform surfaces, full width of the cabinet +12" and approximately 4'-0" deep.
- Perform field tests on the breaker and all bushings in the presence of COG's representative. All test equipment shall be provided by the Bidder. Site inspection and testing plan (SITP) shall be provided for COG approval.
- Lifting procedures indicating center of gravities and lifting points, etc. are required for the breaker for partial or final assembly.
- The center lines of tank shall be permanently marked near the base on all four sides of the tank and shown on the outline drawing.
- Owner's maintenance personnel shall be informed on procedures and schedules for energizing and de-energizing, troubleshooting, servicing, and maintaining equipment and schedules. Two days of on-site training should be included in the bid.

4.3. TERMINAL POINTS

- The physical terminal points of The Bidder's equipment scope of supply are as follows:

- HV bushings to existing bus conductors
- Control and monitor (alarm) wiring terminal blocks
- CT wiring terminal blocks
- Auxiliary wiring terminal blocks

4.4. QUALITY ASSURANCE

- The Bidder shall, upon request, provide COG with all the design data.
 - COG may have the Engineer review the design data provided by The Bidder.
- Manufacturer shall make a design engineer available for questions on design.
 - COG may ask The Bidder to have the design engineer(s) available to discuss the design with COG and/or approved representatives.
 - These meetings may be held via phone or in-person.
- Under no circumstances shall The Bidder have any authority to change the design agreed upon without consulting with COG and the Engineer.

4.5. SHIPPING, STORAGE, HANDLING

- The Bidder shall provide transportation means, route to site, off load and installation handling specifications to COG for review.
- The circuit breaker shall be shipped F.O.B. to the substation site, in Gardner, Kansas. The Bidder shall assume responsibility for safe arrival and handle all claims if damaged in shipment.
- The circuit breaker shall be shipped from The Bidder's facility filled with dry air having a -50° F dew point or better.
 - A record of the exact dew point shall be included in the instruction book shipped with the unit.
 - All valves, shipping covers, etc. shall be sealed and effectively crated to prevent tampering or removal while in transit.
 - A valve/gauge arrangement to put in the one (1) inch filling valve located on the side of the tank shall be provided for allowing gas pressure measurement and dew point reading without the release of the gas.
- All conduits and auxiliary equipment mounting positions shall be sealed and/or covered to prevent water damage during shipment and storage.
- **The Bidder shall attach two (2), two-way (vertical and horizontal), GPS enabled impact recorders to the Circuit Breaker.**
 - The requirement of two recorders is for redundancy in case one fails during transit.
 - Upon arrival and before unloading the breaker, the impact recorder records will be inspected by COG and The Bidder's representative.
 - If, in the opinion of COG and/or The Bidder's representative, the impact recorder records indicate rough handling during shipment, The Bidder will be notified immediately.
 - The records will be retained by COG for study.
 - The Bidder shall provide the necessary information for returning the impact recorders.
- All equipment furnished hereunder which requires packaging shall be clearly labeled with the following information:
 - P.O. Number
 - Substation Name
 - Item Number per Manufacturer's Bill of Material
 - Content Description
- Additional requirements include:
 - Any package, which contains more than one (1) item, shall have a separate packing list attached for the specific contents of that package.
 - All equipment and packages shipped separate from the circuit breaker shall be shipped either on pallets or bundled in an acceptable manner for off-loading.
 - The method of packing shall be such as to adequately protect the contents from any damage that might reasonably be encountered in transportation and handling.

- Packing crates shall be such that long outdoor storage will not result in deterioration of crates or damage to contents.
 - Any equipment, which requires protection from the weather, shall use packing material such that it will provide weatherproof protection for a period of one (1) year in outdoor storage areas. crates that shall be sturdy enough to provide weatherproof protection for a period of up to one (1) year of outdoor storage without deterioration of the packaging, crates or damage to the contents.
 - Any packages, which require indoor storage, shall be clearly marked.
 - Prior to shipment, COG shall receive a complete packing list of all items to be shipped in order to check for complete shipment upon arrival.
- All spare parts shall be **packaged separately** and clearly marked "**SPARE PARTS**". In addition, they shall be marked with their respective part numbers, descriptive information, and P.O. number.
 - The Bidder shall provide cost per week for storage at their facility.
 - If the breaker is shipped with the bushings already installed in the dead tank, they shall be covered with plastic wrap, to prevent damage and contamination during transportation.
 - All cabinets shall be clean and free of loose parts and debris before leaving the factory.
 - If the circuit breaker is manufactured outside of North America, then an external inspection shall be performed by a qualified Bidder representative at the port of entry into North America in presence of COG representative, unless waived in writing by COG.

The representative shall:

- Analyze the impact recorder data.
 - Visually inspect for damage or suspected damage.
 - Submit a report on findings, recorded test results and photos.
- If damage, or suspected damage (e.g., impact data exceeds g-force limits) is found during the inspection, then the representative shall contact the Bidder prior to departing the port to:
 - Determine if an internal inspection is necessary.
 - Determine if any appropriate additional testing is necessary.
 - All test results and Bidder evaluations shall be submitted to COG for acceptance, prior to unloading the circuit breaker at the site. The Bidder or their representative shall be responsible for supplying any calibrated test equipment, tools, ladders etc. that may be required to perform the required inspection and testing.

5. CIVIL REQUIREMENTS

5.1. ICE LOAD

Ice-sensitive structures shall be designed for atmospheric ice loads in accordance with the Ice provisions of Chapter 10 of ASCE/SEI 7-22.

Ice load thickness shall be based on the geographical location and local governing building code requirements; however, ground snow load shall not be less than as shown in Table 3 for each site location based on the ASCE 7 Hazard Tool.

Ice thickness with concurrent 3-second gust speed per ASCE 7 Hazard Tool

ICE LOAD				
COG Site Name	Location	Ice Thickness (in)	Wind Speed (mph)	Snow Load (lb/ft ²)
Gardner Substation #4	38°48'11.2"N 94°52'13.1"W	1.93	45	39

Table 3: Ice Load

5.2. WIND LOAD

Wind load design shall be in accordance with the wind provisions of and ASCE/SEI 7-16 and shall be at minimum as defined in the design requirement, whichever is more stringent.

The following are minimum wind load design performance requirements:

Wind Importance Factor: $I_w = 1.0$

Exposure Category: C

Basic Wind Speed: Minimum wind speed values for COG sites as per ASCE 7 as shown in Table 4.

The supporting structures of electrical equipment shall be considered as “other structures” and wind load shall be calculated in accordance with chapter 29 of ASCE/SEI 7-22.

Should local code or amendments to the COG provide more stringent analysis, design or detailing criteria than ASCE/SEI 7-22, the local codes or amendments shall govern.

Minimum Wind Speed as per ASCE 7 Hazard Tool (Risk Category IV)

WIND LOAD		
COG Site Location	Location	Wind Speed (mph)
Gardner Substation #4	38°48'11.2"N 94°52'13.1"W	122

Table 4: Wind Load

5.3. SEISMIC LOAD

All new construction and existing structures shall, at a minimum, be analyzed, designed, and detailed in accordance with the seismic provisions of ASCE/SEI 7-22 and shall be at minimum as defined in the design requirement, whichever is more stringent.

The following are minimum seismic design performance requirements:

Seismic Importance Factor: $I_E = 1.5$

Site Class: As determine per site specific geotechnical report.

Where the soil properties are not known in sufficient detail to determine the site class, use site class D.

Earthquake Ground Motion: Minimum earthquake ground motion for COG sites as per ASCE 7 (See Table below)

Minimum earthquake ground motion per ASCE 7 Hazard Tool (Risk Category IV)

SEISMIC LOAD					
COG Site Location	Location	S_s *	S_1 **	S_{ds}	S_{d1}
Gardner Substation #1	38°48'11.2"N 94°52'13.1"W	0.14	0.077	0.067	0.11

Table 5: Seismic Load

Note: * Maximum Considered Earthquake (MCE) of 0.2 second spectral response acceleration and 5 percent damping, site class B.

** Same as above except 1.0 second Spectral Response

6. SHORT CIRCUIT LOAD

- The circuit breaker shall be designed and manufactured to withstand the mechanical and thermal stresses caused by external short circuits, when connected to an infinite bus on either the high or the low side, and thereby be completely self-protecting for all external faults.
- Evidence of design capability to meet these requirements shall be provided at time of bid evaluation.

7. OPERATIONAL LOADS

- Operational/Mechanical static and dynamic forces shall be obtained from equipment manufacturer. The Bidder shall provide loading based on the actual testing of the equipment.
- The Operational/Mechanical/Other loads shall be applied and combined with all design load combinations.

8. SEQUENCING AND SCHEDULING

- Manufacturer shall sequence breaker design, procurement, fabrication, inspection, testing, preparation, shipment, site assembly, commissioning and ready for service to meet the schedule requirements of the Purchase Order.
- Bidder shall coordinate with COG and Authorized Representatives for all sequencing and scheduling.

9. TECHNICAL REQUIREMENTS

9.1. GENERAL

The phase used for the breaker's designation shall be "1, 2, 3, 4, 5, 6" unless otherwise noted in this specification. All current carrying parts of this breaker shall be made of copper. All steel-based components provided with this breaker shall meet or exceed all ASTM. If the steel is procured outside of the USA (United States of America), the Bidder is responsible for furnishing and transporting samples of the proposed steel to a COG approved third party for testing (chemical composition and mechanical properties).

The design shall conform to the Applicable Codes and Standards specified in [Section 3.3](#).

All gaskets shall be non-asbestos; leak free, at Bidder's cost.

9.2. EQUIPMENT

9.2.1. BUSHINGS AND TERMINAL CONNECTIONS

- Bushings shall conform to the latest NEMA and ANSI/IEEE standards.
- All bushings shall be either porcelain or composite. The bushings shall be "sky gray" in color as per ANSI standards.
- The bushings shall be equipped with a tinned bronze, 4-hole NEMA pad terminal. If aluminum terminal pads are provided, then the terminal pads must be silver-plated.
- BIL – 750kV in accordance to IEEE C57.19.01

- At a minimum, the serial number and Manufacturer shall be stamped on each bushing. Outline drawings shall be provided for each bushing with this information
- The individual pole numbers should be painted 2" high below the appropriate bushing in a location visible from the ground.
- The Bidder shall ship the breaker with the bushings installed when possible.

9.2.2. CTs

- The current transformers shall be designed, manufactured, and tested in accordance with the most recent revision of IEEE C57.13, "Instrument Transformer." The application data required from The Bidder appears in Section 4. The number and location of current transformers required appears in this section.
- All current transformers shall be given ratio and excitation tests for each secondary ratio. All calculations and test curves for the current transformers shall be submitted to the COG for review. DC resistance readings shall be taken as well. Final copies of certified performance curves showing the results of each test shall be furnished.
- The secondary winding of the multi-ratio current transformer shall be evenly distributed around the entire core between each pair of adjacent taps. The secondary resistance of each relaying current transformer shall not exceed 0.0025 ohms per turn.
- The current transformers shall be installed for all high voltage tests and during all di-electric tests.
- All multi-ratio current transformers shall have standard ratios in accordance with ANSI/IEEE C57.13 and shall be capable of carrying at least two times the tap rating continuously (**RF = 2.0**). The rated secondary current shall be 5 amperes rms.
- The short-time mechanical current rating and short-time thermal current rating shall be sufficient to withstand the short circuit stresses within the transformer and the ANSI through fault criteria for which the breaker is rated.
- The leads of all current transformers shall be run to the main terminal box in hot- dipped galvanized rigid steel conduit, and shall be terminated on approved screw type short-circuiting terminal blocks, see section [9.2.10 \(CONTROL CABINET AND AC POWER CABINET\)](#). Current transformer secondary wiring shall be #10 AWG, tinned, stranded copper, 600 volts (2,500 volt withstand capability) crosslink polyethylene (XLPE) insulation, and terminated with crimped type, short shank, ring tongue, non-insulated connectors; American Pancor, Incorporated, Type Solistrand or COG approved equal. The crimping tool shall be designed to prevent opening of the handles until full pressure has been applied and staking action is completed, equal to Thomas & Betts "Shure Stake" installing tool. All leads to be continuous. No splices permitted. Current Transformer ground wiring shall be #10 AWG, tinned, stranded copper, 600volts, with a GREEN color.
- The secondary leads of all current transformers shall be terminated on short- circuiting terminal blocks.
- Bushings with two (2) or more current transformers shall have each a set of secondary leads terminated on separate terminal blocks physically separated from each other within the main terminal box. The method and location for the physical separation is subject to approval of the COG.
- Lead wires from all current transformer taps to any intermediate terminal block shall not be smaller in size than the wire used for the current transformer winding itself.
- Each lead wire shall be uniquely identified at all terminations, including any and all intermediate terminations using a method of marking approved by COG.
- All of the leads of any particular current transformer shall be run in the same cable and/or conduit. Leads for line side current transformer circuits and load side current transformer circuits shall not be run in the same cable and/or conduit (i.e., each side has 1 bushing per phase, 1 conduit per bushing set for a total of 6 conduits, 3 line side and 3 load side).
- CT Data Chart - CTs shall match the below CT quantities, locations, max ratios and class:

Location	Max Ratio	Class	RF
1	2000:5 MR	C 800	2.0
3	2000:5 MR	C 800	2.0
5	1200:5 MR	0.3*	4.0
2	2000:5 MR	C 800	2.0
4	2000:5 MR	C 800	2.0
6	1200:5 MR	0.3*	4.0

Table 6: CT Specifications

* - Indicates CT intended to be used for metering purposes and shall be of metering accuracy.

9.2.3. SF6 GAS SYSTEM

- The Bidder shall furnish a complete SF6 gas system for the circuit breaker.
- The gas system shall be designed to automatically maintain the moisture content of the SF6 at an adequate level for proper operation.
- The monitoring system shall be temperature compensated.
- In addition to a gasket or "O" ring seal between the bushing and the dead tank, an RTV (silicone based) sealant is required along and between bushing flanges to minimize SF6 leaks.
- Materials other than RTV may be considered upon request.
- The Bidder shall furnish gas pressure gauges and gas density monitors.
- The Bidder shall provide and install ¼" tube fitting - a 37 degree AN male 7/16-20 flare type - for each circuit breaker. A valve shall be located directly behind this fitting.
- The Bidder shall provide and install a Dilo DN8 fitting for SF6 filling for each circuit breaker. A valve shall be located directly behind this fitting.
- The Bidder shall provide for filling the breaker - with the SF6 pressure gauge/density monitor in place and for testing the setting of the alarm contacts of the gauge/density monitor.
- The SF6 normal operating pressure as well as the minimum SF6 pressure to interrupt full rated load and full rated fault current shall be stamped in the nameplate of each breaker.
- The SF6 gas system shall be designed such that there is one gas circuit per circuit breaker. The gas system for all phases shall be tied together such that gas pressure is shared by all phases.
- SF6/Nitrogen mixtures are not acceptable.

9.2.4. OPERATING MECHANISM & CONTROL CABINET

- The operating mechanism shall be spring open – spring close type.
 - The breaker shall be electrically operated by a mechanically and electrically trip free mechanism which shall provide for positive opening of all three poles and circuit interruption, whether the tripping impulse is received in the fully closed or partially closed position.
 - The circuit breaker shall be capable of an opening-closing-opening operation at rated short circuit or at related required capabilities after loss of ac station service power to the operating mechanism.
 - The Bidder shall provide electrical isolation between seal-in contact of the closing circuit at the breaker and the closing circuit of customer's control circuit. The input impedance at each trip input shall be low enough to draw a minimum of two (2) amps from the customer's 125VDC supply to assure target relay operation.
 - The Bidder shall state how long this mechanism has been in production.
- The Bidder shall provide a weatherproof stainless steel or aluminum (NEMA 3X or equivalent) control cabinet, which needs no paint, mounted on the side of the supporting framework. It shall have a removable bottom plate for conduit entrances.
 - The control cabinet doors and swing panels shall have a minimum of two (2) latch points. A latching device shall be provided on the hinge end to hold the door/swing panel in the open position while work is being performed in the cabinet. The cabinet doors shall be capable of being latched open at least 90 degrees from the closed position.
 - The door latch shall be lockable in the latched position with a pad lock having a 3/8" shackle.
- The control cabinet, besides the operating mechanism, shall include all connections, wiring and linkages for a complete installation along with at least the following conditions and/or items:
 - The circuit breaker, when located 1000 feet from a 125VDC source with #10 control cable, shall not experience a voltage drop which will cause unsatisfactory operation of the breaker.
 - A reliable and easily read mechanical position indicator shall be furnished to indicate the opened and closed positions of the circuit breaker.

- The word “**OPENED**” or “**O**” in white letters shall be displayed on a green background.
- The word “**CLOSED**” or “**C**” in white letters shall be displayed on a red background.
- The open-close indicators shall be made of a material, which will stand up to UV deterioration.
- The spring-charged mechanism indicator shall display:
 - The word “**CHARGED**” in black letters on a yellow background.
 - The word “**DISCHARGED**” in black letters on a white background.
- One (1) auxiliary switch with twenty (20) spare mechanically adjustable contacts in 15-degree increments for owner’s use, in addition to what The Bidder uses for circuit breaker control. The auxiliary switches shall be wired out to terminal blocks, which shall be grouped together.
- COG will provide an auxiliary power supply of 120/240 or 120/208 volts. The operating mechanism is to be sized and rated for both voltages.
- Dual (2) 125 VDC trip coils (magnetically and electrically independent) with separately fused disconnecting knife switches.
- One (1) 125 VDC close coil, separately fused.
- One (1) 120 VAC GFI convenience receptacle to be mounted in an accessible location, separately protected by a circuit breaker.
- SF6 gas pressure gauge calibrated in pounds per square inch.
- An operation counter that shall be located in the mechanism housing and conveniently read from ground level.
- An external mechanical pull, electrically operated emergency trip device shall be provided. This device **shall not bypass** the circuit breaker safety and block features.
- In addition to the alarm points a “**Loss of AC Power**” alarm point shall also be provided.
- In a separately fused circuit, indicating lights at the breaker shall be provided for each separate alarm function. The Bidder shall supply push button switches to test the indicating lamps.
- The Bidder shall provide one (1) spare contact for remote indication of each of the alarmed points.
- The mechanism housing shall be physically mounted such that it is accessible from ground level. Minimum height of the cabinet shall be 1’-6” above the top of the breaker foundation. The maximum height of the mechanism cabinet door handle shall be 5’-6” above the top of the breaker foundation. In addition, all items used for normal monthly maintenance (power disconnect switches, terminal boards, etc.) shall be below the 5’-6” level.
- Space heaters shall be provided in the control cabinet to prevent condensation within the enclosure. Space heater capacity shall be as required to maintain the enclosure internal temperature above the dew point. The heaters shall be spaced away and thermally insulated from any devices.
 - The space heater shall have guards or shields, which are thermally isolated and non- conducting to prevent accidental contact with hot element or heater parts.
 - COG will provide an auxiliary power supply of 120/240 or 120/208 volts. Space heaters are to be sized and rated for both voltages.
 - The space heaters shall be shipped from the factory connected at 240V with the capability of being reconnected at 120V by the customer.
 - The heater circuits shall be separately protected by a circuit breaker.
- All three phases shall be mechanically connected (no independent pole operation).
- A control switch with red and green flags shall be used for local close and trip. A set of push buttons will be acceptable.
- One (1) hand closing lever for manually closing the circuit breaker per breaker.
- The Bidder shall provide knife blade fuses for the close and trip circuits only.
 - These fuses shall be labeled with circuit name and amprating.
 - **Tape type labels are not acceptable.**

- The Bidder shall supply a spare fuse block, which shall be modular type with Bakelite frame and reinforced retaining clips to prevent accidental removal or dropping out due to vibration.
- The spare fuse block shall contain two (2) spare fuses for the close circuit and two (2) spare fuses for the trip circuit.
- All other circuits shall be protected by circuit breakers.
- The wiring of the closing circuit shall be such that the closing motor is separately protected by a circuit breaker from the closing control circuits.
- The Bidder shall install double-pole single throw switches for the trip and close circuit isolation.
- All surge protection devices shall be accessible and provide visual indication upon failure.
- Two (2) bolted bronze type grounding terminals for 7#5 Copperweld conductor shall be provided on diagonally opposite corners of the structural frame of the high voltage compartment to provide convenient connection of ground grid lead with routing adjacent to breaker leg.

9.2.5. TERMINAL BLOCKS & CONTROL WIRING

- Wires to be terminated and individual termination points on terminal blocks shall be clearly marked for circuit identification and shall be terminated on terminal blocks, which are also to be marked for circuit identification (device codes etc.). Labels to be engraved plastic, or phenolic type labels; **tape, paper, composition, etc. will not be acceptable**.
- If terminal blocks are located within 6" of corners, top or bottom, The Bidder shall offset them at a 45-degree angle to facilitate easy termination.
- Terminal blocks shall have an engraved phenolic type white marker strip having the wire identities in black as shown on The Bidder's certified drawings and shall be supplied for the following:
 - Control circuits
 - Current transformer leads
 - Motor leads
 - Heater leads
 - Any other equipment controls, instruments, meters, and relays requiring external connections
- Penn Union, G.E. or Westinghouse heavy duty shorting blocks shall be used for terminating the CT secondary.
- For easy removal by COG, terminal blocks shall be secured to permanently mounted brackets with tapped holes or to a welded nut with which block mounting screws are threaded into.
- The Bidder shall provide a 24-pole terminal strip. This terminal strip shall be for COG's use to interconnect for remote breaker control. One side shall be left open for customer use; the other side will be for Manufacturer's connections. The terminal blocks for remote breaker control shall be grouped together.
- All control wiring shall be terminated in the operating mechanism housing with the terminal strip designation in accordance with the coding shown on the wiring diagrams.
- All terminal and device codes shall be shown and properly labeled on the schematic drawings. The device codes shall be permanently labeled on the panel inside of the breaker control cabinet.
- All wiring diagrams shall be drawn with all the devices indicated in their relative physical locations and shall represent the equipment and terminals arranged, as they would appear to the person wiring the equipment.
- All control wiring shall be identified at both ends with wrap around markers carrying the same wire marks as shown on The Bidder's certified drawings and shall be supported in such a manner as to permit visual tracing of all the wires. Wiring marking shall be performed by the use of T & B "E-Z Code" self-laminating adhesive material or equal.
- Circuit code labels are not to be installed over crimped connections, as a visual inspection of the crimp is required.
- Wiring ductwork shall be of such design to provide access to all wiring. Otherwise, grouping of wires to be exposed and tie-wrapped for neatness.
- All Manufacturer's connections to the interconnecting terminal blocks shall be made on one side only, leaving space on the other side for COG's connections.
- The Bidder shall mount two (2) twelve-point terminal blocks as spares for customer's use.
- All cabinet wiring other than AC and or DC buses or CT wiring shall be AWG #12, tinned copper, 65 strand, G.E. type Vulkene switchboard wire SI-57275, 600 V, gray insulation.

- The Bidder shall have no more than three (3) conductor terminations per terminal strip pole nor more than two (2) conductor terminations per relay or component terminal point.
- Non-insulating ring-type compression terminal connectors shall be used on all terminals.
- Ring type, solderless, barrel type compression connectors such as Burndy Hylug or approved equivalent shall be used for all terminations and connections within the breaker.
- All terminal block individual termination point studs shall utilize 3/32" thick nuts.
- The Bidder shall furnish all conduits necessary for inter-connecting all electrical control systems within the breaker.
 - Conduit joints and fittings shall be dust tight and watertight.
 - Where exposed to possible use for climbing, conduits shall be of adequate size and mounting strength to easily support 400 lbs.
 - Conduits shall not be filled to more than 50% capacity.

9.3. NAMEPLATES

9.3.1. EQUIPMENT

- A nameplate shall be provided and mounted on or near the control cabinet.
- The nameplate shall be fabricated from stainless steel and attached with stainless steel hardware.
- Each current transformer shall be provided with a diagrammatic type nameplate located near the CT terminal blocks.
- Self-Adhesive labels shall not be used.

9.3.2. CIRCUIT BREAKER

- The nameplate shall be located and permanently affixed on the circuit breaker.
- The nameplate shall be of non-oxidizing metal and permanent markings of ratings and connections.
- The nameplate shall be as per the latest revision of IEEE C37.
- The required nameplate information:
 - Manufacturer
 - Breaker Type
 - Manufacturing Date
 - COG Purchase Order
 - Mechanism Type
 - Serial Number
 - Rated Maximum Operating Voltage
 - Rated Continuous Current
 - Rated Full Wave Impulse Withstand Voltage
 - Rated Short Circuit Current (kA)
 - Frequency
 - Motor Rating
 - Closing Control Voltage Range
 - Tripping Control Voltage Range
 - Closing Current
 - Tripping Current
 - K Factor
 - Rated Interrupting Time

- Total Pounds of SF6 Gas
- Weight, Complete
- Instruction Book Number
- Parts List Number
- SF6 Normal Operating Pressure
- SF6 Minimum Pressure for Interrupting Full Rated Load
- SF6 Minimum Pressure for Interrupting Full Rated Fault Current

9.4. PAINTING AND CORROSION PROTECTION OF EQUIPMENT

- Painting and corrosion protection of equipment shall be in accordance with Society for Protective Coatings (SSPC) standards as well as the Bidder's standard practice and must be submitted for COG approval.
 - All coatings and processes shall be suitable to withstand the equipment service conditions.
 - Surfaces exposed to oil shall be coated with a product compatible with the fluid it is exposed to.
 - **Use of lead-free paint is required.**
- After fabrication, equipment shall be thoroughly cleaned of all grease, weld spatter, dirt and any other foreign matter per SSPC-SP1. The completed tank shall be blasted to SSPC-SP10/NACE 2, near white commercial blast cleaning, and achieve the surface profile required by the coating manufacturer.
- Verify cleanliness of abrasive media as per SSPC-AB 1/2/3 and compressed air per ASTM D4285.

9.4.1. PAINTING

- All coated surfaces shall be coated with approved materials, per an approved process, and in accordance with manufacturer recommendations.
- Testing per section [10.5 \(PAINT TEST\)](#).
 - Test reports shall be submitted to COG for review and acceptance.
- The Bidder shall submit for COG's approval: two (2) 8 inch x 6 inch color samples of the paint to be provided for the equipment. Samples shall be properly labeled to include contract number and description of the finished system.
 - Including color, manufacturer and type of paint.
 - **LEAD PAINT IS NOT ALLOWED.**
- Finish paint color for exterior surfaces shall be ANSI 70 (Grey). Finish paint color for the interior surfaces shall be white. Hot dip galvanized surfaces shall not be painted.
- The Bidder shall furnish touch up paint in the amount of two quarts for the equipment. All finished metal work shall be suitably protected from damage during shipment and installation.
- Porosity inspection shall be performed on the entire interior and exterior surfaces of the tank.

9.4.2. HOT-DIP GALVANIZING

- platforms materials shall be hot-dipped galvanized. Hot-Dipped galvanizing practices shall be in accordance with the application portions of ASTM A 123/123M.
- Water quenching or chromate conversion coating should be avoided as these processes interfere with paint adhesion and surface preparation.
- Surfaces shall be inspected for conformance to the required zinc thickness in accordance with ASTM A 123/A 123M utilizing a magnetic-field type thickness instrument.
 - Instrument in accordance with ASTM E376-11
 - Any surfaces falling below the equipped zinc thickness, before or after removal of any high spots, shall be repaired in accordance with ASTM A 780.

10. TESTING REQUIREMENTS

10.1. GENERAL

- The manufacturer's test floor shall have a documented calibration program. All equipment shall receive regular calibrations. Calibration standards shall be traceable to National Bureau of Standards. Records of all equipment calibration shall be made available to the Buyer upon request.
- Detailed test plans outlining all production tests with test procedures and acceptance criteria shall be submitted at least four (4) weeks prior to factory testing for COG's approval.
- Test reports shall be provided in accordance with ANSI C37, AC High-Voltage Circuit Breakers, and NEMA SG 4.
- The manufacturer shall have performed all applicable design tests per IEEE C37.09, Design Tests.
- The manufacturer shall perform all applicable production tests per IEEE C37.09, Production Tests.
- Test all control wiring for continuity, grounds, and correct connection.
- Witness Testing and Inspection:
 - The Owner/Engineer reserve the right to witness any or all of the breaker testing or to inspect the breaker prior to packaging for shipment.
 - The Contactor shall notify the Engineer not less than two weeks before scheduled testing or inspection.
- Test Results:
 - A .PDF of the certified test report shall be sent to the Engineer not later than five days after completion of all factory tests.
 - A copy of the test report shall also be included in each copy of the breaker instruction manual.
- All components of the breaker shall be completely assembled for factory testing.
- If the breaker fails any of the tests, COG shall be notified immediately.
 - COG shall be consulted about the test conditions and the extent of the failed test. (% of failure, test limits etc...)
 - COG may require a complete retest of all tests.
 - If the unit fails during retesting, COG shall have the right to reject the unit completely for not meeting guaranteed values.

10.2. FACTORY ACCEPTANCE TEST (FAT)

10.2.1. General

- Review all project documents, including specifications, drawings, and manuals.
- Verify that all FAT procedures are documented and approved.
- Ensure all test equipment is calibrated and in good working order.
- Conduct a pre-test briefing with all personnel involved in the FAT.

10.2.2. Visual Inspection

- Verify the breaker nameplate data matches the purchase order.
- Inspect the breaker for any physical damage or defects.
- Ensure all welds, connections, and terminations are clean and free of defects.
- Verify proper labeling of all components and terminals.
- Check for completeness of all accessories and spare parts.

10.2.3. Operational Tests

- **Opening Operations:**
 - Verify correct opening time at various control voltages.
 - Measure opening stroke and contact travel.
 - Check for proper operation of mechanical interlocks.
- **Closing Operations:**
 - Verify correct closing time at various control voltages.
 - Measure closing stroke and contact travel.
 - Check for proper operation of anti-pumping features.

- **Tripping Tests:**
 - Verify correct tripping operation and speed at various fault currents and time delays.
 - Check for proper operation of trip units and auxiliary contacts.
 - Test operation of undervoltage, overvoltage, and ground fault trip functions (if applicable)
- **Reclosing Tests:**
 - Verify correct reclosing sequence and timing (if applicable)
 - Check for proper operation of reclosing relays and interlocks.
- **Auxiliary Circuit Tests:**
 - Verify proper operation of all auxiliary circuits, including control, indication, and alarm circuits.
 - Measure control voltage and current levels.
 - Check for proper operation of auxiliary switches and contacts.
- **Leak Tests:**
 - Each interrupter shall be subjected to a test to verify an overall leak rate of less than 0.015 oz./year.
 - Upon completion of the mechanical operation test specified below, each interrupter shall be subjected to a second leak test to verify an overall leak rate of less than 0.015 oz./year.
- **Mechanical Operation Test:**
 - Circuit breaker shall be closed and opened at least 50 times at high speed by means of its associated operator to verify proper performance of the complete assembly.

10.2.4. Dielectric Tests

- **AC Withstand Test:**
 - Apply AC voltage at specified level and duration to insulation system.
 - Monitor for any leakage current or insulation breakdown.
- **Impulse Withstand Test:**
 - Apply impulse voltage waveform at specified level and polarity.
 - Monitor for any insulation breakdown or flashover.

10.2.5. Additional Tests

- **Temperature Rise Test:**
 - **Measure breaker temperature rise during continuous current loading.**
 - **Verify compliance with temperature rise limits.**
- **Short-Circuit Test:**
 - Conduct short-circuit tests at various current levels and durations (if required).
 - Verify breaker interrupting capability and performance.
- **Seismic Test:**
 - Simulate seismic loading conditions as per applicable standards (if required).
 - Verify breaker structural integrity and functionality.

10.2.6. Documentation

- Record all test results and observations.
- Take photograph and videos of important test procedures.
- Prepare a final FAT report summarizing all test results and conclusions.
- Additional tests required by manufacturer(s) of supplied parts.

10.3. PAINT TEST

- The Bidder shall perform the following tests on painted surfaces:
 - Anchor profile measurement test
 - Dry Film Measurement Test
 - Final Curing Test

11. ELECTRICAL CLEARANCES

- All electrical clearances for this equipment shall meet or exceed those stated in table 14 of IEEE C37.30.1 (See [Appendix F](#)). Column 3 of this table describes phase to phase electrical clearances and column 4 shows phase to ground electrical clearances.

APPENDIX B - VENDOR'S RESPONSE TO BID PROJECT # EL4005A

12. BIDDING DOCUMENTS

12.1. GENERAL DATA

For evaluation purposes, bidders shall fill in the following data and provide it with the bid package.

Unit Price, for one (1) breaker	<u>110,906.00</u>	
Delivery	<u>90 - 100</u>	weeks ARO
Approval drawings available	<u>8 months prior to delivery</u>	weeks ARO
Rated voltage	<u>170 kV</u>	
Continuous current rating	<u>2000A</u>	
Interrupting rating (kA)	<u>40 kA</u>	
Rated interrupting time	<u>48msSec</u>	
Motor type (universal, DC, etc.)	<u>DC</u>	
Motor voltage (48 VDC, 125 VDC, etc.)	<u>125 VDC</u>	
Operator type (spring, pneumatic, hydraulic, etc.)	<u>Spring - Spring</u>	
No. of operations after loss of power	<u>OCO</u>	
Interrupting medium (SF6, vacuum, etc.)	<u>SF6</u>	
Standard Warranty	<u>12/18</u>	(Months)
Price Adder (if any) for Three (3) Year Warranty	<u>Yes</u>	
Are there any exceptions to the specifications?	<u>Yes</u>	(Yes or No)

CIRCUIT BREAKER WEIGHTS:

- | | | |
|--|-------------|-----|
| 1. Weight of total assembled unit | <u>7200</u> | lb. |
| 2. Weight of heaviest part as shipping | <u>7200</u> | lb. |

CIRCUIT BREAKER DIMENSIONS:

- | | | |
|--------------------------|---------------|-----|
| 1. Height (overall) | <u>174.48</u> | in. |
| 2. Depth (front to back) | <u>138.7</u> | in. |
| 3. Width (side to side) | <u>80.4</u> | in. |

Comments:

SHIPPING DATA

List parts removed for shipment:

Legs and fill gas

PAINTING

Describe method of painting and type of paint used:

See instruction manual

12.2. ADDITIONAL INFORMATION

For evaluation purposes, Bidders shall fill in the following data and provide it with bid the package.

- 1. Equipment being bid:
Please populate the below table per the transformers being proposed.

Vendor Bid			
Equipment	Manufacturer	Model	Part Number
High voltage circuit breaker	Siemens Energy Inc.	SPS2S	SPS2S-170-40-2000-3PST

Table 7: Vendor Bid

- 2. Experience and Performance of Bidder – Experience and performance of the Bidder may be used in the evaluation process:
 - i. Provide a list of Breakers manufactured in the past 10 years with a nominal voltage rating greater than or equal to 161kV.
 - ii. Provide a list of factory test failures for the past five years. A failure is defined as an instance where the active part was removed from the tank to make repairs. List by year the percent of such failures and a description for each failure.
- 3. Availability of Parts and Service:
 - i. Replacement parts for the Breaker shall be available from manufacturer’s factory located at 444 Highway 49 South Richland, MS 39218
 - ii. Contractor’s service headquarters for the state of Kansas area is located at 444 Highway 49 South Richland, MS 39218
 - iii. The Breaker will be built at the Bidder’s factory located at 444 Highway 49 South Richland, MS 39218
 - iv. Warranty work would be performed at the Bidder’s factory located at 444 Highway 49 South Richland, MS 39218
- 4. Schedule:
 - i. State the quoted lead time from date of PO Issuance: 90 - 100 weeks
 - ii. State the number of weeks after PO issuance that preliminary drawings will be submitted for COG approval: 8 months prior to delivery weeks

- iii. State the number of weeks after PO issuance that final drawings will be submitted to COG:
8 months prior to delivery weeks
- iv. State the number of weeks required for manufacturing and assembly of the Breaker after final drawing approval:
90 - 100 weeks
- v. State the number of weeks before Breaker shipment that certified test reports will be submitted to COG:
Shipped with breaker weeks
- vi. State the number of days it will take to complete the field assembly and testing of the Breaker after it arrives on site:
2 days

12.3. EXCEPTIONS

For evaluation purposes, Bidders shall clearly state any and all exceptions taken to the specification.

Exceptions List			
Section	Requirement	Change	Comments

Table 8: Exceptions List

12.4. SCHEDULE OF ITEMS BID

For evaluation purposes, Bidders shall fill in the following data and provide with bid package.

12.4.1. BASE PRICE

The Contract provides for the furnishing of all labor and materials necessary to manufacture and deliver* one (1) 161KV Breaker for City of Gardner’s (COG) Substation #4. This Breaker procurement contract includes the manufacturing, factory and field testing, assembly. The Breakers shall be delivered and unloaded by the Seller.

*Delivery MUST include all freight and/or roadway taxes/tariffs and fees. F.O.B. destination.

The price shall include a base five-year warranty. The warranty begins when all field services have been completed. Field services shall be completed within 12 days of delivery. Extension given for unintended weather or COG related delays.

Exceptions to the specification are allowed, but not preferred. All exceptions need to be approved by COG or an authorized representative. No exceptions will be allowed after the order has been awarded to the qualified vendor.

Base Bid Price: \$ 110,906.00

12.4.1. SPARE PARTS FOR THE CIRCUIT BREAKER

Spare Parts			
Description	Probably Purchase Quantity for Evaluation Purposes	Unit Price (including all multipliers)	Extended Price
15KV Circuit Breaker Bushing			
Complete set of contacts and coils for relays and contactors			
Complete set of specialty tools and appliances			
Total Extended Price			\$

Table 9: Spare Parts

If additional spare parts are recommended, include in the bid the items and individual prices. (May attach supporting documents). Customer reserves the right to add, modify or remove spare parts as required during the bidding process.

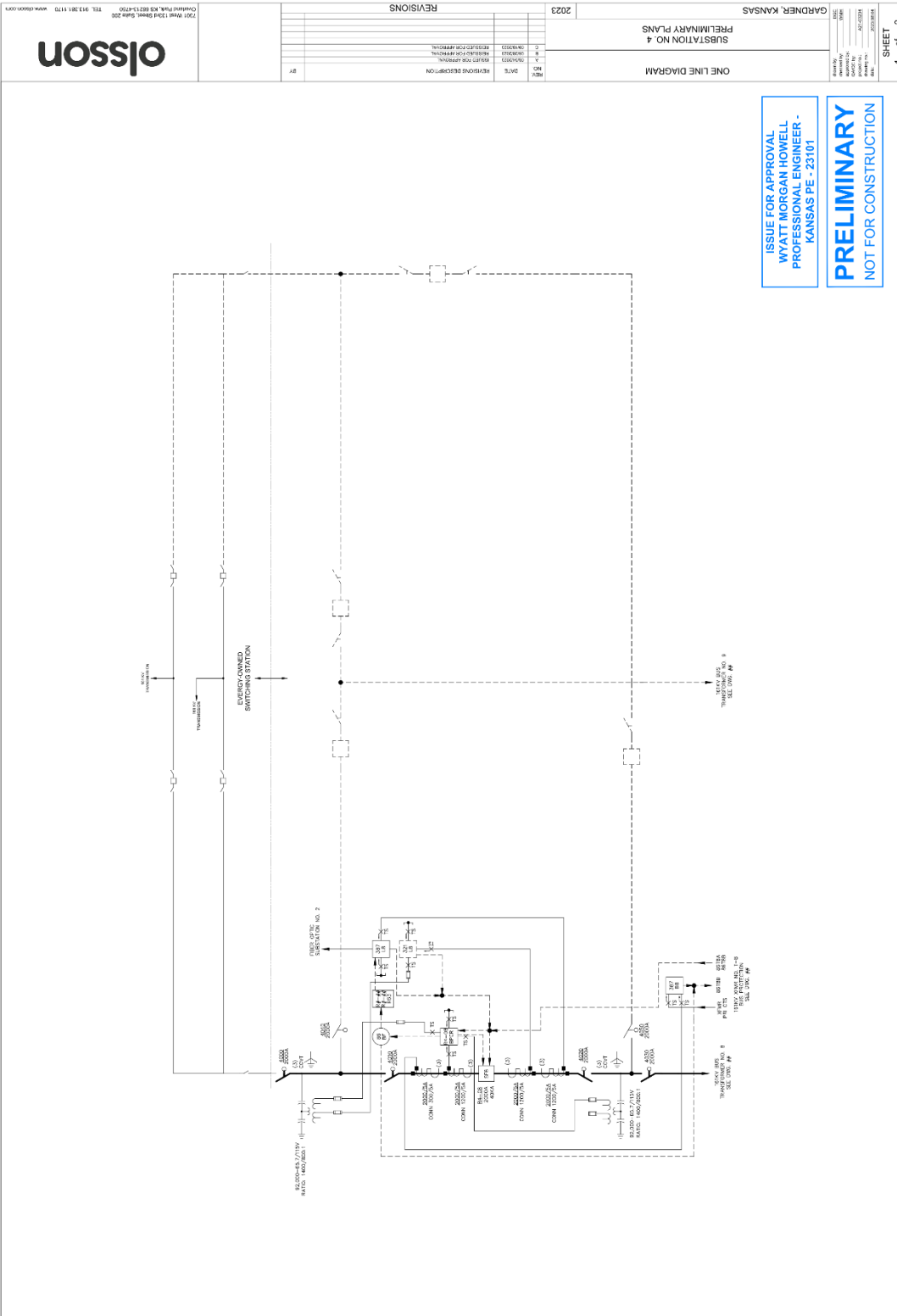
12.4.2. ADDITIONAL PRICING INFORMATION

The following may be used for evaluation purposes:

1. Adder to include all associated in-out transportation costs for factory repair for the initial five (5) year warranty.
\$ Warranty issues will be covered.
2. Cost to extend warranty for second five (5) year period including associated in-out transportation costs for factory repair.
\$ additional 2 percent per breaker for each additional year requested
3. Cost to extend warranty for second five (5) year period excluding associated in-out transportation costs for factory repair.
\$ N/A
4. Cost of potential two stage move onto temporary pad before final pad position.
\$ N/A
5. Cost of training for COG maintenance personnel (two days).
\$ Contact service group
6. Cost per week of storage at manufacturer facility.
\$ N/A
7. Cost per day of field technician.
\$ Contact service group

13. APPENDICES

13.1. APPENDIX A: SUBSTATION #4 PRELIMINARY ONE LINE DIAGRAM



13.2. APPENDIX E: ELECTRICAL CLEARANCES

IEEE C37.30.1 Table 14

IEEE Std C37.30.1-2011
IEEE Standard Requirements for AC High-Voltage Air Switches Rated Above 1000 V

Table 14—Phase spacing and ground clearance for station class outdoor air switches

Line number	Rated maximum voltage (rms kV)	Rated lightning impulse withstand voltage (kV peak)	Minimum phase-to-metal distance disconnecting switches ^a		Ground clearance ^b		Centerline-to-centerline phase spacing ^c							
			Metal-to-metal distance disconnecting switches ^a		Recommended (mm)	Minimum (mm)	Vertical break disconnecting switches and bus supports		Side break (horizontal break) disconnecting switches		All horn-gap switches (vertical and side break)			
			(mm)	(in)			(mm)	(in)	(mm)	(in)	(mm)	(in)		
1	8.3	95	178	7	191	7.5	152	6	457	18	762	30	914	36
2	15.5	110	305	12	254	10	178	7	610	24	762	30	914	36
3	27	150	381	15	305	12	254	10	762	30	914	36	1220	48
4	38	200	457	18	381	15	330	13	914	36	1220	48	1520	60
5	48.3	250	533	21	457	18	432	17	1220	48	1520	60	1830	72
6	72.5	250	533	21	457	18	432	17	1220	48	1520	60	1830	72
7	350*	31	787	31	737	29	635	25	1520	60	1830	72	2130	84
8	123	350	787	31	737	29	635	25	1520	60	1830	72	2130	84
9	450	450	1120	44	991	39	846	34	1830	72	2310	91	2620	103
10	550*	550*	1350	53	1190	47	1070	42	2130	84	2740	108	3050	120
11	145	350	787	31	737	29	635	25	1520	60	1830	72	2130	84
12	450	450	1120	44	991	39	846	34	1830	72	2310	91	2620	103
13	550	550	1350	53	1190	47	1070	42	2130	84	2740	108	3050	120
14	650*	650*	1600	63	1330	52.5	1270	50	2440	96	3350	132	3660	144
15	170	450	1120	44	991	39	846	34	1830	72	2310	91	2620	103
16	550	550	1350	53	1190	47	1070	42	2130	84	2740	108	3050	120
17	650	650	1600	63	1330	52.5	1270	50	2440	96	3350	132	3660	144
18	750*	750*	1830	72	1560	61.5	1470	58	2740	108	3960	156	4270	168
19	245	550	1350	53	1190	47	1070	42	2130	84	2740	108	3050	120
20	650	650	1600	63	1330	52.5	1270	50	2440	96	3350	132	3660	144
21	750	750	1830	72	1560	61.5	1470	58	2740	108	3960	156	4270	168
22	900*	900*	2260	89	1930	76	1800	71	3350	132	4870	192	5500	216
23	1050	1050	2670	105	2300	90.5	2110	83	3960	156	5500	216	6100	240
24	362	1050	2670	105	2300	90.5	2130	84	3960	156	5500	216	6100	240
25	1300*	1300*	3020	119	2690	106	2640	104	4430	174	See Note	See Note	6100	240
26	550	1550	d	d	d	d	3150	124	d	d	d	d	7620	300
27	1800*	d	d	d	d	d	3660	144	7620	300	d	d	8230	324
28	800	2050	d	d	d	d	4220	166	d	d	d	d	15240	600

NOTE—Close lightning arrester coordination may allow lower lightning impulse values. Traditional values are indicated with an asterisk (*).
^a Minimum metal-to-metal distance may be modified, providing proof of performance is substantiated by dielectric tests.
^b Ground clearance for switches with voltages 362 kV and above are based on switching surge voltage levels. Refer to "Minimum Electrical Clearances" [B1].
^c The phase spacings in column 6, column 7, and column 8 are recommended values. Overall width of switch and bus support energized parts, angle of opening of side break switches, etc., may allow a reduction in phase spacing depending upon voltage concentration on sharp projections. Resultant metal-to-metal distances between phase-energized parts should not be less than that shown in column 3.
^d Values not yet established.

City of Gardner, KS

Council Actions

August 19, 2024

The City Council took the following actions at the August 19, 2024, meeting:

1. Heard a presentation from Johnson County Chairman Mike Kelly on the proposed homeless services center.
2. Proclaimed August 21, 2024 as Fentanyl Prevention and Awareness Day in the City of Gardner.
3. Held a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during Tailgate Tastings at Celebration Park.
4. Approved the minutes as written for the regular meeting on August 5, 2024. (Passed unanimously)
5. Approved City expenditures prepared July 31, 2024 in the amount of \$85,938.20; August 1, 2024 in the amount of \$184,984.08; and August 8, 2024 in the amount of \$874,528.95. (Passed unanimously)
6. Authorized a recommendation to award a Progressive Design-Build contract to the Joint Venture Burns & McDonnell/CAS Constructors for a new Hillsdale Intake Structure (Passed unanimously)
7. Authorized a recommendation to implement Master Plan Generation Options. (Passed unanimously)
8. request for a Waiver of the Distance Limitation and a special event permit to allow for the distribution of samples of cereal malt beverages, wine and spirits within 200 feet of a school, church or library during Tailgate Tastings to be held September 7, 2024 at Celebration Park. (Passed unanimously)
9. Authorized the City Administrator to execute an inter-fund loan from the Electric Fund to the Airport Fund. (Passed unanimously)
10. Authorized the execution of a real property purchase and sale agreement with Mike and Debbie Gardner to acquire private property adjacent to Gardner Municipal Airport. (Passed unanimously)
11. Adopted an ordinance authorizing the issuance of general obligation bonds in an amount not to exceed \$3,700,000 to pay the cost of certain water system improvements, all pursuant to Charter Ordinance No. 28 of the City of Gardner, Kansas. (Passed unanimously)
12. Authorized the purchase of a 161kV Circuit Breaker for Substation 4 CIP Project EL4005. (Passed unanimously)