



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, September 16, 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 September 16, 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. Proclaim September 17 through 23 as Constitution Week in the City of Gardner.

PUBLIC HEARINGS

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 September 3, 2024.
2. Standing approval of City expenditures prepared August 29, 2024 in the amount of \$716,696.95; September 3, 2024 in the amount of -\$51,706.20; and September 5, 2024 in the amount of \$694,594.91.
3. Consider authorizing the execution of an agreement with JEO Consulting Group, Inc. to perform design and study services related to the production of a stormwater master plan.
4. Consider authorizing the City Administrator to enter into a multi-year agreement with Axon for the purchase of Axon Body Worn Cameras, Axon Taser 10 upgrade, Axon Air License and support for drones, Axon interview room camera system for all interview rooms with GPD.
5. Consider authorizing the renewal and upgrade of Microsoft Office GCC G5 Licensing.
6. Consider authorizing the City Administrator to execute an agreement with Remodel Health to serve as the Third Party Administrator for the City's Individual Care Health Reimbursement Arrangement. (ICHRA)

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Clare Crossing 1st Plat.

COMMITTEE RECOMMENDATIONS

1. Consider adopting ordinance approving a rezoning from ACP-2 (Activity Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District; for potential commercial development of 2.2 acres located at the northeast corner of the intersection of W 188th St. and Vivian St.

OLD BUSINESS

NEW BUSINESS

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



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

PROCLAMATION

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE BE IT RESOLVED, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim the week of September 17 through 23 as

Constitution Week

and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 16th day of September, 2024.

CITY OF GARDNER, KANSAS

Todd Winters, Mayor

(SEAL)

Attest:

Renee Rich, City Clerk

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

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September 3, 2024

The City Council of the City of Gardner, Kansas met in regular session on September 3, 2024, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve Shute and Steve McNeer. City staff present were City Administrator Jim Pruetting; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

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

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Proclaim September 2024 as National Suicide Prevention Awareness Month in the City of Gardner

Mayor Winters read into record a proclamation that September 2024 be known as National Suicide Prevention Awareness Month in the City of Gardner, Kansas.

PUBLIC HEARINGS

1. Consider holding a public hearing to receive public input regarding the City's intent to exceed the revenue neutral rate

Councilmember Shute made a motion to open a public hearing to receive public input regarding the City's intent to exceed the Revenue Neutral Rate.

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember Deaton made a motion to close the public hearing.

Councilmember Shute Seconded.

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

NEW BUSINESS

1. Consider adopting a resolution of the City of Gardner, Kansas, to exceed the revenue neutral rate

Finance Director Wolff explained Senate Bill 13 established new notification and public hearing requirements if the proposed budget will exceed the revenue neutral property tax rate (RNR). RNR is the mill levy required to raise the same amount of property tax as the prior year using current year assessed valuation amounts. The Johnson County Clerk calculated Gardner RNR as 16.825. The city's proposed fiscal year 2025 budget is based on a proposed mill rate of 18.319 which exceeds RNR. In compliance with Senate Bill 13, House Bill 2104 and House Bill 2239, the city published notice of public hearing to consider exceeding RNR in the August 20th edition of the Legal Record. The notice of hearing was also published on the city's website on August 20th.

Shute clarified the resolution is to set the mill levy. Wolff confirms it is to establish the rate and set the mill and will be a roll call vote. Shute feels if we approve New Business Item 1, we lock in the mill levy. He feels this action locks in the budget. He opposes the mill levy and we can afford to lower this mill levy. If we are doing this just in case we have bonding capacity given the current economic concerns, it is not worth it. If we need to raise the mill levy in the future to take care of bonding issues, the best way to do that is through a bond issue and vote, not through holding onto the mill just in case we need it. He is not in favor of this.

McNeer asks if the budget for 2025 will be bigger than the 2024 budget. Wolff confirms and explains this resolution is to exceed the RNR and stating the mill rate. You can still adjust the budget in the next item, but the

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

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mill rate is established here. Wolff explains the RNR would have lowered the mill levy based on valuation. What is being proposed is a flat mill levy. There is a slight property tax increase because we are capturing part of the valuation increase.

Deaton would love to offer a revenue neutral and lower it. She doesn't feel like we can afford it with our current growth. The only way to keep up is by capturing it when we can. We cannot slow down our growth or slow down our projects. The flat mill rate scenario is going to best for moving forward.

McNeer asks if we leave it where it's at, would we create a surplus? He said we are coming up on some inflationary times, so the budget may not even come close to what we would need. Wolff says it is correct that by keeping the mill levy flat, we are collecting more property taxes, so there's a surplus compared to last year's property taxes. However, inflation costs are included in the budget and we are still planning to spend down some general fund balance which is a long-term goal of the council.

Baldwin's opinion is for this year's budget we should stay flat because if we want to continue capturing the growth, we have to have the means to capture the growth. The other side of this discussion is looking at budget and expenses. Deaton reminds that staff has already cut out over \$1M out of the budget. Shute would like to lower a 1/2 mill as anything is better for our citizens than to take the money now in case we need it. McNeer said he is concerned with cutting and then having to come back and ask for an increase because inflation caused budget problems.

Mayor feels the value the citizens get from the mills they pay is very high. We have a conservative budget and is well thought out. We are in a growth mode and cutting a 1/4 percent has much more effect on future growth and positioning ourselves in the future than a small savings each month.

The full discussion can be viewed here: <https://www.youtube.com/watch?v=yYFekde8DCo>

Councilmember Deaton made a motion to adopt Resolution No. 2150, a resolution levying a property tax rate exceeding the Revenue Neutral Rate for the City of Gardner, Kansas

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2150.

| | |
|----------|-----|
| Shute: | No |
| McNeer: | Yes |
| Baldwin: | Yes |
| Deaton: | Yes |
| Wiehn: | Yes |

PUBLIC HEARINGS

2. Consider holding a public hearing to receive public input regarding the proposed FY 2025 Budget

Councilmember Deaton made a motion to open a public hearing to receive public input regarding the proposed FY 2025 Budget.

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Deaton Seconded.

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

NEW BUSINESS

2. Consider adopting an ordinance adopting the Fiscal Year 2025 Budget

Finance Director Wolff gave a summary of the 2025 budget. The budget is structurally sound as represented by adequate reserves in both levy funds at the end of 2025. Projected end of year fund balance is 33% of expenditures. The proposed mill rate is 18.319 mills, the same as the prior year. It provides for continued investment and infrastructure to improve the quality of life for residents and to support community growth. It includes a planned water rate increase of 3.7% in 2025 to continue supporting the annual debt service for the Hillsdale Treatment Plant expansion and the construction of a new water transmission line. It also includes a proposed Wastewater increase of 4.2% in 2025 to support the expansion of the Kill Creek Water Resource Recovery Facility.

Shute said looking at the general and debt expenditures, the debt services expenditures are statutory and we can't do anything about those. We have good finance people and have been very judicious on keeping our rates low. We are obligated to a nearly \$6M debt service payment next year. Our general fund is set at \$18.5M which comes out to 12.9 mills. Shute asks if we are seeing any decrease in our infrastructure special sales tax. Wolff said it has been flat the last two years. Shute asks if the infrastructure special sales tax fund is going to have to be supplemented with general funds the next two years. Wolff said no for the next year. The sales tax is set to sunset at the end of 2025 and to keep in mind we have a couple years of debt service that extend past that when we issued bonds, so if we have any balance remaining, it is dedicated to paying off those bonds. Shute asks about any other long-term expenditures. He is aware of the Justice Center and long-term requirement that we are utilizing county funds to help bridge the gap, but those funds will be going away. Wolff confirmed and said the Justice Center payments stretch much further than the actual sales tax did and that is part of the reason for the capacity in the bond and interest fund. Shute asks about the parks fund and if we are seeing increases in the parks funds given we have several subdivisions underway. Wolff said we are not seeing as much as you would think because we have agreed to waive some park impact fees if they're agreeing to put in and construct trails that align with the master plan. It's a value to the city to allow, but it means we're not collecting the park impact fees for some of those developments. Shute said 75% of the general fund is for personnel which is a problem for keeping the cost contained, but he does not want to reduce full time employees. He asks everyone if there is any other place in the general fund we can cut. Pruetting said we learned there would be an increase of \$100,000 in unanticipated unbudgeted costs for our computer software package for protection. Animal Control Services are going up significantly and that is after a cut to a significant number of positions and other things from the general fund. Everything in the budget was reviewed in great detail.

The full discussion can be viewed here: <https://www.youtube.com/watch?v=yYFekde8DCo>

Councilmember Deaton made a motion to adopt Ordinance No. 2809, an ordinance adopting the 2025 Budget of the City of Gardner, Kansas.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2809.

McNeer: Yes
Baldwin: Yes
Deaton: Yes
Wiehn: Yes
Shute: No
Winters: Yes

PUBLIC HEARING

3. Consider holding a public hearing to receive public input regarding the amendment of the FY 2024 budget

Councilmember McNeer made a motion to open a public hearing to receive public input regarding the amendment of the FY 2024 Budget.

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember Deaton made a motion to close the public hearing.

Councilmember Baldwin Seconded.

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

NEW BUSINESS

3. Consider adopting an ordinance amending the Fiscal Year 2024 Budget

Finance Director Wolff said the 2024 budget was adopted on September 5, 2023. The governing body approval of the annual budget sets the expenditure authority for the city's various funds for that budget year. KSA 79-2929a allows bodies to amend their current budget and requires the same notice and public hearing process as required for the adoption of the original budget. In order to avoid a potential budget violation for fiscal year 2024, a housekeeping technical budget amendment is needed to increase expenditure authority for the airport fund. In compliance with KSA 79-2929a, a proposed increase shall be balanced by previously unbudgeted revenues and revenue other than ad valorem property tax. There is no additional mill levy associated with this budget amendment. The cause of the amendment is the acquisition of land adjacent to the Gardner Municipal Airport. This land acquisition was a top priority of the FAA because it secures part of the airport's runway protection zone. The land acquisition exceeded the original budget estimate of the FAA. The FAA will provide grant funding for 90% of the cost; however, there is a timing issue with the grant proceeds. The expense occurred in 2024, the grant proceeds will not be received until 2025 at the earliest. At a previous meeting, council authorized an interfund loan from the electric fund to the airport fund to provide temporary financing. The loan will be repaid in full after the grant proceeds have been received. In compliance with Kansas statute, the 2024 amended budget hearing was published in the August 20th edition of the Legal Record and was also published on the city's website on August 20th.

Councilmember Shute made a motion to adopt Ordinance No. 2810, an ordinance amending the 2024 Budget of the City of Gardner, Kansas.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2810.

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

PUBLIC COMMENTS

Mark Edwards, 32463 168th Ct, moved here in April. He received two statements from the city referencing increase property taxes to afford infrastructures that were going to happen in our area that were quite shocking. Then he got the statement from the county that has appraised the property two times what it was last year. He retired in July and will be on a fixed income so these kinds of things impact his day-to-day living.

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on August 19, 2024

2. **Standing approval of City expenditures prepared August 15, 2024 in the amount of \$302,641.16; August 21, 2024 in the amount of -\$51,957.00 and August 22, 2024 in the amount of \$1,246,187.66**
3. **Consider authorizing the Mental Health Co-Responder Funding Agreement with the Johnson County Sheriff's Office and contributing \$20,000 toward the Sheriff's Office Co-Responders costs for the 2024 calendar year.**
4. **Railroad Crossing Elimination (RCE) Grant Application**

Councilmember Baldwin removed Item 3 from the Consent Agenda.

Councilmember Deaton made a motion to approve the Items 1, 2, and 4 on the Consent Agenda

Councilmember McNeer Seconded.

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

Discussion of Item 3, *Consider authorizing the Mental Health Co-Responder Funding Agreement with the Johnson County Sheriff's Office and contributing \$20,000 toward the Sheriff's Office Co-Responders costs for the 2024 calendar year.*

Councilmember Baldwin wants to know the plan for funding this in 2025 and if there is a grant in the works. Waldeck said we do not have a grant and plan to use the Special Alcohol Fund. We will apply for a grant but in order to apply for the grant, we would have to partner with someone like Spring Hill or take on the co-responder full time which we don't necessarily need. We utilize the co-responder a great deal, but I don't know if we have enough for a full-time co-responder which is a lot more than the \$20,000. Baldwin asks if this just gets us to the end of the year and then we don't have a co-responder. Waldeck explains it would be the same agreement, but may include a 5% increase, but doesn't expect the cost next year to be a lot more. The grant got us a little further into the year than was originally expected and we anticipate the same contribution between Spring Hill, Gardner and Johnson County next year. McNeer asks if this is for the benefit of our officers. Waldeck says this benefits our officers and citizens. The mental health co-responder diverts from jailing and connects to resources. It cuts down on repeat calls, people going into the judicial system when they really need mental health assistance and use of force. It's just an overall system that really benefits law enforcement, corrections and citizens. Waldeck said it is our responsibility to negotiate if we want a co-responder. Currently we share the co-responder with Spring Hill and the Johnson County Sheriff's office. McNeer asks who's responsible for funding the co-responder. Waldeck confirms the city would be responsible for paying our portion. Shute says this is money well spent. He is concerned on how it would work the next year if we don't have a grant.

Councilmember Baldwin made a motion to approve Item 3 on the Consent Agenda Items.

Councilmember Deaton Seconded.

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

PLANNING & ZONING CONSENT AGENDA

1. **Consider approving the preliminary plat for Symphony Farms 7th and 8th and accepting the dedication of right-of-way and easements on the final plat for Symphony Farms 7th Plat.**

Councilmember Deaton made a motion to approve the Planning & Zoning Consent Agenda.

Councilmember Baldwin Seconded.

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

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

- 4. Consider a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$2,800,000 for the purpose of financing a portion of the acquisition, construction and equipping of an expansion to a commercial facility within the City (Olathe Ford RV, Phase 1)**

Finance Director Wolff said Olathe Ford RV has requested the use of Industrial Revenue Bonds to finance a portion of its expansion project. The project includes the construction of a service facility and body shop. The financing approach would provide the developer with a sales tax exemption on construction materials. IRBs will be payable solely out of the rentals, revenues and receipts derived from the lease of the project to the company from the city. The bonds shall not be general obligations of the city nor constitute a pledge of full faith and credit of the city and shall not be payable in any manner of taxation. The bonds have been requested by the developer for the sales tax exemption on the construction materials. There is no property tax abatement associated with the bonds.

Councilmember Shute made a motion to adopt Resolution No. 2151, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$2,800,000 for the purpose of financing a portion of the acquisition, construction and equipping of an expansion to a commercial facility within the City (Olathe Ford RV, Phase 1)

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2151.

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

- 5. Consider donating \$50,000 to the Gardner Historical Museum toward the building of an addition to the Bray House at 207 W. Shawnee St.**

City Administrator Pruetting said the Gardner Historical Museum approached the city with a request for \$50,000 to support their expansion of the Bray House to provide additional space needed for storage of artifacts, office space and a new work area. The project is currently in its early stages and is scheduled for completion by the end of the year. The total cost of the project is \$155,000 and they will finance any remaining balance for the project. This went to the economic development committee that reviews requests for transient guest tax funds. The committee voted unanimously to approve the request. It is consistent with the proposed use of transient guest taxes to promote tourism.

Councilmember McNeer made a motion to authorize the City Administrator to process a donation in the amount of \$50,000 to the Gardner Historical Museum for the building an addition to the Bray House at 207 W. Shawnee St.

Councilmember Shute Seconded.

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

COUNCIL UPDATES

Chief Waldeck said we have a new lateral officer starting October 1. Three completing training right now and three in the background stage of the hiring process.

Utilities Director Garcia gave an update on Substation 1, T2 upgrade. The council awarded the contract to Olsson on October 16, 2023. The upgrade included an upgrade from 14 MVA to a 30 MVA; the addition of a third feeder breaker and an upgraded distribution line to serve the Coleman warehouse area; and an auto switch to isolate T1 in the event of a failure in order to avoid service disruption to customers on the east side of town. During the engineering phase, our insurance carrier recommended three options for the new transformer. One included a

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CITY OF GARDNER, KANSAS

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different type of oil. In a standard transformer they use a mineral oil and they are recommending putting a FR3 oil, a vegetable oil which raises the flash point. The second option was putting in sprinklers which is very expensive. The third option was putting a firewall between the two transformers. Since we were getting a new transformer, I requested a quote on the new oil and one with the mineral oil. The difference is \$400,000 just on the oil itself. We compared a 30MVA with FR3 is \$2M versus \$1.7M with mineral oil so there's some savings. On the third feeder breaker we were planning to beef up a distribution line that will serve the northeast or east of McDonald's for future developments. That would require a new feeder breaker. The estimated cost is \$65,000 and the bid is due September 6. Along with the feeder breaker, you need a new line which is estimated at \$950,000. We do not know if any development will be coming any time soon on the east or northeast part of town. Looking at the numbers, it looks like the feeder breaker and feeder line can be done at a later time unless something comes up in the next several months that will require additional power.

Baldwin asks what the lead time would be on the parts. Garcia said it would take about a year. Since we are not recommending doing the feeder line or breaker, it doesn't make sense going with the 40 MVA transformer because it will be too big. McNeer asks what the lead time is on the KOC Electric transformer out of Korea. Garcia said that is 52 weeks. McNeer asks about a transformer made in the US. Garcia said there is one other option which would be 100-week lead time and costs about \$400,000 to \$800,000 more. Right now we have a contract with KOC, but they do not have an established company in the US, but was negotiated through a representative in Georgia. The city is looking at the option of waiting for KOC to set up a US location for payment. If not, then we would have to go to the second low bid which is \$400,000 to \$800,000 higher with twice the lead time. McNeer asks what is the risk with not having warranty support and paying in advance. Garcia said KOC has a partnership in the US with four transformer manufacturers so if there's a problem, any of those shops can do the warranty work and most of the parts are readily available in the US. McNeer asked if there was any difference in quality. Garcia said they meet an international standard for the transformer and all specifications were reviewed by the engineering consultant. Shute asks how many municipalities or municipal electric utilities have this company. Garcia said there are two companies in the US that has KOC and they are Samsung factories. Evergy may be looking at KOC because of the delivery time, they have not confirmed they have a contract. Wiehn asks if this 30 MVA transformer is replaced with 45MVA later, could the 30 be used somewhere else. Garcia said we can move it to substation 4 in the second phase.

Administrator Pruetting said the county commission approved a .872 mill increase for our fire department and anticipate that will go down to .62 when one of the abatements rolls off possibly later this year. In 2016, we had a \$1.4M contract with the fire department and we were told the mill levy would go down and was equivalent to a little less than nine mills at the time. When you factor in the mill levy for the bond they used to build the station in Edgerton, we're up over 15 mills in 8 years. The cost of fire service to Gardner has tripled in 8 years. He does not feel the mill levy will go down because they will hire more firefighters and buy more equipment. He feels it important we start monitoring what is going on.

Councilmember Shute asks Director Bruce about the situation with the pool and said he thought we had closed 2/3 of the pool for most of the summer. Bruce said it was the last 5 days. Shute asks if this is going to be an ongoing expense. Bruce said the most we have spent is \$79,000, but it takes time to locate the issue and do the repairs. Shute confirms we are still partially subsidizing the pool since admissions do not cover the costs.

Councilmember Deaton wants to thank the finance department as the budget process starts and finishes with a 2 week down time. Thanks to Jim for reviewing everything and to all directors for looking at where we can cut and keeping our citizens in mind when working on it. All other councilmembers shared the sentiment.

EXECUTIVE SESSION

ADJOURNMENT

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

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 |
| 0099999 | 00 | BEAR GLOBAL INC | | | | | | |
| 000074281 | | UT | 00 | 08/28/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 94.97 | |
| | | | | | | VENDOR TOTAL * | 94.97 | |
| 0002420 | 00 | BRENNTAG MID-SOUTH, INC | | | | | | |
| BMS737332 | | 003953 | 00 | 08/29/2024 | 521-4220-442.52-13 | HYDROFLUOROSILICIC ACID | EFT: | 2,768.88 |
| BMS744913 | | 003956 | 00 | 08/29/2024 | 521-4220-442.52-13 | SODIUM HYDROXIDE | EFT: | 1,477.48 |
| | | | | | | VENDOR TOTAL * | .00 | 4,246.36 |
| 0099999 | 00 | BURKETT, MADISON | | | | | | |
| 000071893 | | UT | 00 | 08/23/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 10.30 | |
| | | | | | | VENDOR TOTAL * | 10.30 | |
| 0001834 | 00 | C & C GROUP | | | | | | |
| 67172 | | 003956 | 00 | 08/29/2024 | 521-4220-442.43-02 | ELECTRICAL WORK ON | EFT: | 963.25 |
| 67230 | | 003928 | 00 | 08/29/2024 | 603-3150-431.43-01 | GENERATOR SERVICES AGRMNT | EFT: | 1,203.75 |
| 67230 | | 003929 | 00 | 08/29/2024 | 603-3150-431.43-01 | GENERATOR SERVICES AGRMNT | EFT: | 1,203.75 |
| | | | | | | VENDOR TOTAL * | .00 | 3,370.75 |
| 0003080 | 00 | CATES HEATING & AIR COND SVC INC | | | | | | |
| 11111329 | | 003956 | 00 | 08/29/2024 | 521-4220-442.43-02 | A/C DRAIN LINE REPAIR | EFT: | 355.50 |
| | | | | | | VENDOR TOTAL * | .00 | 355.50 |
| 0000429 | 00 | CINTAS FIRE PROTECTION | | | | | | |
| 5226931964 | | 003956 | 00 | 08/29/2024 | 521-4220-442.31-15 | FIRST AID CABINET SERVICE | EFT: | 115.03 |
| | | | | | | VENDOR TOTAL * | .00 | 115.03 |
| 0099999 | 00 | COMPLETE, LLC | | | | | | |
| 000053001 | | UT | 00 | 08/28/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 53.00 | |
| | | | | | | VENDOR TOTAL * | 53.00 | |
| 0003640 | 00 | CONTINENTAL RESEARCH CORP | | | | | | |
| 0056425 | | 003953 | 00 | 08/29/2024 | 531-4320-443.52-12 | A-OK BUCKETS & WIPES | EFT: | 234.72 |
| | | | | | | VENDOR TOTAL * | .00 | 234.72 |
| 0005445 | 00 | CORPORATE HEALTH | | | | | | |
| 59236037 | | 003930 | 00 | 08/29/2024 | 601-1230-412.31-15 | DRUG SCREENS & PHYSICALS | 401.00 | |
| | | | | | | VENDOR TOTAL * | 401.00 | |
| 0002336 | 00 | DAVIS, PHIL | | | | | | |
| 08292024 | | 003963 | 00 | 08/29/2024 | 001-6130-461.54-51 | DJ SERVICE & PHOTO BOOTH | 450.00 | |
| | | | | | | VENDOR TOTAL * | 450.00 | |
| 0001762 | 00 | DREXEL TECHNOLOGIES INC | | | | | | |
| INV141052 | | 003960 | 00 | 08/29/2024 | 001-1150-411.47-01 | RFP DREXEL | EFT: | 40.25 |
| | | | | | | VENDOR TOTAL * | .00 | 40.25 |
| 0005211 | 00 | EASY ICE, LLC | | | | | | |
| 01359812 | | 003953 | 00 | 08/29/2024 | 501-4130-441.31-15 | ICE MACHINE RENTAL | EFT: | 146.70 |
| | | | | | | VENDOR TOTAL * | .00 | 146.70 |
| 0000700 | 00 | EKGFOA | | | | | | |

| 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 |
| 0000700 | 00 | EKGFOA | | | | | | |
| 08232024 | DM | 003961 | 00 | 08/29/2024 | 001-1310-413.46-02 | DM 2024 EKGFOA MEMBERSHIP | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0003960 | 00 | ELLIOTT EQUIPMENT COMPANY | | | | | | |
| 181019 | | 003958 | 00 | 08/29/2024 | 531-4330-443.52-04 | REPAIRS VAC TRUCK | EFT: | 1,273.35 |
| | | | | | | VENDOR TOTAL * | .00 | 1,273.35 |
| 0004946 | 00 | EVERGY | | | | | | |
| 4469208877 | 0824003956 | | 00 | 08/29/2024 | 521-4220-442.40-05 | ELECTRIC @ 14A AIR RD | 66.99 | |
| 7011930732 | 0824003956 | | 00 | 08/29/2024 | 531-4320-443.40-05 | ELECTRIC @ WAVERLY LIFT | 17.70 | |
| 6466308678 | 0824003956 | | 00 | 08/29/2024 | 531-4320-443.40-05 | ELECTRIC AT WWTP | 37.73 | |
| | | | | | | VENDOR TOTAL * | 122.42 | |
| 0002956 | 00 | FASTENAL CO. | | | | | | |
| KSKA3153243 | 003953 | | 00 | 08/29/2024 | 501-4130-441.52-02 | AUGER BIT | EFT: | 195.47 |
| KSKA3153255 | 003958 | | 00 | 08/29/2024 | 521-4230-442.53-02 | PPE - HARD HATS | EFT: | 167.10 |
| | | | | | | VENDOR TOTAL * | .00 | 362.57 |
| 0004996 | 00 | FLEX MADE EASY | | | | | | |
| 08252024 | 003955 | | 00 | 08/29/2024 | 721-0000-202.03-11 | CONTRIBUTIONS | EFT: | 769.16 |
| | | | | | | VENDOR TOTAL * | .00 | 769.16 |
| 0000433 | 00 | GARDNER CHAMBER OF COMMERCE | | | | | | |
| 8542 | PI0387 | 008651 | 00 | 01/15/2024 | 105-1120-411.31-15 | ANNUAL FEES | EFT: | 25,000.00 |
| | | | | | | VENDOR TOTAL * | .00 | 25,000.00 |
| 0000181 | 00 | GRAINGER | | | | | | |
| 9200494277 | 003953 | | 00 | 08/29/2024 | 521-4220-442.52-20 | DRY WIPES | EFT: | 187.23 |
| | | | | | | VENDOR TOTAL * | .00 | 187.23 |
| 0005482 | 00 | GRAVIE ADMINISTRATIVE SERVICES, INC | | | | | | |
| ICHRA27842 | 003904 | | 00 | 08/23/2024 | 721-0000-140.02-01 | HEALTH INS PREMIUMS | CHECK #: | 136 |
| CR 08-26-24 | 003905 | | 00 | 08/27/2024 | 721-0000-140.02-01 | HEALTH INS PREMIUMS | CHECK #: | 136 |
| CR 08-28-24 | 003959 | | 00 | 08/29/2024 | 721-0000-140.02-01 | HEALTH INS PREMIUMS | CHECK #: | 136 |
| | | | | | | VENDOR TOTAL * | .00 | 1,411.77 |
| 0099999 | 00 | GROVE, JACOB | | | | | | |
| 000071625 | UT | | 00 | 08/26/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 39.67 | |
| | | | | | | VENDOR TOTAL * | 39.67 | |
| 0001840 | 00 | GT DISTRIBUTORS INC | | | | | | |
| INV1011719 | 003931 | | 00 | 08/29/2024 | 001-2120-421.53-02 | COLLAR BRASS - VENABLE | EFT: | 22.00 |
| UNIV0051877 | 003932 | | 00 | 08/29/2024 | 001-2120-421.53-02 | PANTS - MACIAS | EFT: | 73.50 |
| | | | | | | VENDOR TOTAL * | .00 | 95.50 |
| 0000013 | 00 | HACH COMPANY | | | | | | |
| 14143238 | 003953 | | 00 | 08/29/2024 | 521-4220-442.52-12 | REAGENTS | EFT: | 159.50 |
| | | | | | | VENDOR TOTAL * | .00 | 159.50 |
| 0003739 | 00 | HAWKINS, 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 | |
|---|-----------------------|--|-----|--|--|--|--|--|---|
| 0003739 6833350 | 00 | HAWKINS, INC. 003953 | 00 | 08/29/2024 | 531-4320-443.52-13 | POLYMER | EFT: | 3,123.00 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0000286 28765H | 00 | HAYNES EQUIPMENT CO., INC. 003956 | 00 | 08/29/2024 | 521-4220-442.52-12 | REBUILD KIT | EFT: | 858.66 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0002095 1200647538 | 00 | HDR ENGINEERING, INC 003933 | 00 | 08/29/2024 | 001-3130-431.31-10 | SUBCONTRACTOR - GHA | EFT: | 1,079.00 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0000297 18839562 | 00 | HERITAGE-CRYSTAL CLEAN 003953 | 00 | 08/29/2024 | 501-4130-441.44-02 | PARTS CLEANER | EFT: | 515.24 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0000481 1500663294 1500663295 | 00 | HOLLIDAY SAND AND GRAVEL 003953 003953 | 00 | 08/29/2024 08/29/2024 | 001-3120-431.47-38 001-3120-431.47-38 | SPOILS SPOILS | EFT: EFT: | 71.50 71.50 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0005013 W561868 | 00 | HSA BANK 003906 | 00 | 08/27/2024 | 001-1140-411.31-15 | HSA SERVICE FEE | CHECK #: 131 | 120.75 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0004271 JDJK226 | 00 | IRON MOUNTAIN INC 003960 | 00 | 08/29/2024 | 001-1150-411.31-15 | OFF-SITE SHREDDING | EFT: | 134.06 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0099999 000074827 | 00 | JUAREZ, ANDREA UT | 00 | 08/15/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | 85.03 | | |
| | | | | | | | VENDOR TOTAL * | 85.03 | |
| 0002760 193781 193782 | 00 | KA-COMM, INC 003934 003935 | 00 | 08/29/2024 08/29/2024 | 001-2120-421.43-05 001-2120-421.43-05 | REPLACE KNOB ON FRONT REPAIR LIGHT BAR | EFT: EFT: | 68.49 100.46 | |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0000300 4235-8P7Y-G727 4235-77G8-8M2B 4235-JD76-KAM6 4235-JD76-KAM6 4235-JD76-KAM6 4235-JD76-KAM6 4235-JD76-KAM6 4235-8P7Y-G727 4235-JD76-KAM6 4235-JD76-KAM6 4235-JD76-KAM6 | 00 | KANSAS DEPT OF REVENUE 003916 003907 003908 003909 003910 003911 003915 003912 003913 003914 | 00 | 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 08/23/2024 | 001-0000-207.20-00 501-0000-207.20-00 501-4110-441.48-02 501-4120-441.48-02 501-4130-441.48-02 501-4140-441.62-15 551-0000-207.20-00 602-1340-413.48-02 603-3150-431.48-02 604-1320-413.48-02 | JULY '24 SALES TAX JULY '24 SALES TAX JULY '24 USE TAX JULY '24 USE TAX JULY '24 USE TAX JULY '24 USE TAX JULY '24 SALES TAX JULY '24 USE TAX JULY '24 USE TAX JULY '24 USE TAX | CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: | 103 103 103 103 103 103 103 103 103 103 | 2,023.94 71,676.21 120.01 38.17 239.83 3.81 1,283.17 25.40 173.86 1,085.89 |
| | | | | | | | VENDOR TOTAL * | .00 | |
| 0002671 | 00 | KANSAS GAS SERVICE | | | | | | 76,670.29 | |

| 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 |
| 0002671 | 00 | KANSAS GAS SERVICE | | | | | | |
| 105962227 | 0824 | 003955 | 00 | 08/29/2024 | 001-6120-461.40-04 | NATURAL GAS - P&R | 92.93 | |
| 105901600 | 0824 | 003936 | 00 | 08/29/2024 | 551-4520-445.40-04 | KANSAS GAS SERVICE-AIRPRT | 101.09 | |
| VENDOR TOTAL * | | | | | | | 194.02 | |
| 0002806 | 00 | KANSAS GOLF AND TURF, INC | | | | | | |
| 02-330184 | | 003937 | 00 | 08/29/2024 | 001-6120-461.43-02 | MOWER REPAIR | EFT: | 416.98 |
| 02-330280 | | 003938 | 00 | 08/29/2024 | 001-6120-461.43-02 | MOWER REPAIR | EFT: | 420.49 |
| 02-330362 | | 003939 | 00 | 08/29/2024 | 001-6120-461.43-02 | MOWER REPAIR | EFT: | 420.49 |
| VENDOR TOTAL * | | | | | | | .00 | 416.98 |
| 0000332 | 00 | KANSAS STATE TREASURER | | | | | | |
| 2024B GO TEMP | | 003958 | 00 | 08/29/2024 | 403-9100-491.75-00 | 2024B COI | 630.00 | |
| 2024A GO BONDS | | 003958 | 00 | 08/29/2024 | 403-9100-491.75-00 | 2024A COI | 1,401.67 | |
| 2024A GO BONDS | | 003958 | 00 | 08/29/2024 | 403-9100-491.75-00 | 2024A COI | 722.08 | |
| VENDOR TOTAL * | | | | | | | 2,753.75 | |
| 0000331 | 00 | KDHE - BUREAU OF WATER | | | | | | |
| C20195601-83024003959 | | | 00 | 08/30/2024 | 531-9100-491.71-01 | BBCWWTP | CHECK #: | 110 253,208.55 |
| C20195601-83024003959 | | | 00 | 08/30/2024 | 531-9100-491.71-02 | BBCWWTP | CHECK #: | 110 57,989.82 |
| C20195601-83024003959 | | | 00 | 08/30/2024 | 531-9100-491.71-03 | BBCWWTP | CHECK #: | 110 7,071.93 |
| C20172101-83024003959 | | | 00 | 08/30/2024 | 531-9100-491.71-01 | BULL CREEK | CHECK #: | 110 84,696.07 |
| C20172101-83024003959 | | | 00 | 08/30/2024 | 531-9100-491.71-02 | BULL CREEK | CHECK #: | 110 7,403.60 |
| C20172101-83024003959 | | | 00 | 08/30/2024 | 531-9100-491.71-03 | BULL CREEK | CHECK #: | 110 771.21 |
| VENDOR TOTAL * | | | | | | | .00 | 411,141.18 |
| 0001446 | 00 | KMEA EMP #1 OPERATING ACCT | | | | | | |
| EMP-GD-2024-07 | | 003503 | 00 | 08/14/2024 | 501-0000-351.13-00 | DOGWOOD ENERGY REVENUE | EFT: | 337,825.64 |
| EMP-GD-2024-07 | | 003503 | 00 | 08/14/2024 | 501-0000-351.99-00 | KMEA TCR/ARR ACCUMULATION | EFT: | 146,157.23 |
| EMP-GD-2024-07 | | 003503 | 00 | 08/14/2024 | 501-4120-441.41-01 | KMEA-EMP1 JULY 2024 | EFT: | 431,025.87 |
| VENDOR TOTAL * | | | | | | | .00 | 52,957.00 |
| 0000805 | 00 | KMGA GAS SUPPLY OPERATING FUND | | | | | | |
| GARD-2024-07 | | 003940 | 00 | 08/29/2024 | 501-4120-441.41-50 | NATURAL GAS | EFT: | 2,876.00 |
| VENDOR TOTAL * | | | | | | | .00 | 2,876.00 |
| 0002489 | 00 | KPERS | | | | | | |
| 1772756 | | 003917 | 00 | 08/23/2024 | 721-0000-202.03-01 | 082224 PAY PERIOD | CHECK #: | 112 55,669.65 |
| 1772724 | | 003918 | 00 | 08/23/2024 | 721-0000-202.03-05 | 082224 PAY PERIOD | CHECK #: | 112 669.53 |
| VENDOR TOTAL * | | | | | | | .00 | 56,339.18 |
| 0002490 | 00 | KPF | | | | | | |
| 1772719 | | 003919 | 00 | 08/23/2024 | 721-0000-202.03-05 | 082224 PAY PERIOD | CHECK #: | 113 54.35 |
| 1772762 | | 003920 | 00 | 08/26/2024 | 721-0000-202.03-02 | 082224 PAY PERIOD | CHECK #: | 113 40,219.13 |
| VENDOR TOTAL * | | | | | | | .00 | 40,273.48 |
| 0001103 | 00 | KUTAK ROCK LLP | | | | | | |
| 3423952 | | 003941 | 00 | 08/29/2024 | 001-1130-411.31-15 | LEGAL SERVICES | EFT: | 1,887.00 |
| VENDOR TOTAL * | | | | | | | .00 | 1,887.00 |
| 0004604 | 00 | LAMP, RYNEARSON & ASSOCIATES | | | | | | |

| 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 |
|----------------|------|----------------------------------|------------|------------|---------|-----|----------------|--------------------|---------------------------|--------------|---------------------------------|
| 0004604 | 00 | LAMP, RYNEARSON & ASSOCIATES | | | | | | | | | |
| 0323149.01 | - | 09PI0395 008442 00 | | | | | 08/19/2024 | 531-4340-443.62-10 | WINWOOD PRK SEWER PROJ | 13,260.30 | |
| VENDOR TOTAL * | | | | | | | | | | 13,260.30 | |
| 0004949 | 00 | LEGAL RECORD, THE | | | | | | | | | |
| L19631 | | 003942 | | | | | 08/29/2024 | 001-1150-411.47-01 | ORDINANCE PUBLICATION | EFT: | 163.73 |
| L19809 | | 003960 | | | | | 08/29/2024 | 001-1150-411.47-01 | NEWSPAPER PUBLISHING | EFT: | 57.81 |
| L19810 | | 003960 | | | | | 08/29/2024 | 001-1150-411.47-01 | RFP NEWSPAPER | EFT: | 22.63 |
| L19811 | | 003960 | | | | | 08/29/2024 | 001-1150-411.47-01 | NEWSPAPER PUBLISHING | EFT: | 33.90 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 278.07 |
| 0005186 | 00 | LINDE GAS & EQUIPMENT | | | | | | | | | |
| 44695134 | | 003943 | | | | | 08/29/2024 | 605-3116-431.44-02 | CYLINDER RENTAL | EFT: | 82.14 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 82.14 |
| 0005404 | 00 | LINE-X OF OLATHE | | | | | | | | | |
| 52637 | | 003960 | | | | | 08/29/2024 | 521-4230-442.52-04 | SEAT COVER | EFT: | 479.68 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 479.68 |
| 0005383 | 00 | LOYD BUILDERS INC | | | | | | | | | |
| APP NO 10 | | PI0388 008345 00 | | | | | 07/31/2024 | 501-4140-441.61-03 | UTILITIES CAMPUS EXPANSIO | EFT: | 3,567.61 |
| APP NO 10 | | PI0389 008345 00 | | | | | 07/31/2024 | 521-4240-442.61-03 | UTILITIES CAMPUS EXPANSIO | EFT: | 7,135.21 |
| APP NO 10 | | PI0390 008345 00 | | | | | 07/31/2024 | 531-4340-443.61-03 | UTILITIES CAMPUS EXPANSIO | EFT: | 3,567.60 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 14,270.42 |
| 0003700 | 00 | MCANANY VAN CLEAVE & PHILLIPS PA | | | | | | | | | |
| 1063460 | | 003962 | | | | | 08/29/2024 | 001-1120-411.31-02 | LEGAL SERVICES | EFT: | 5,636.50 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 5,636.50 |
| 0005165 | 00 | MCINTIRE MANAGEMENT GROUP | | | | | | | | | |
| 27887 | | 003958 | | | | | 08/29/2024 | 531-4330-443.52-12 | SANITARY SEWER SINGLE | EFT: | 3,250.00 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 3,250.00 |
| 0005296 | 00 | MISSIONSQUARE RETIREMENT | | | | | | | | | |
| 6646617 | | 003921 | | | | | 08/23/2024 | 721-0000-202.03-04 | CONTRIBUTIONS | CHECK #: | 101 |
| 6646617 | | 003922 | | | | | 08/23/2024 | 721-0000-202.03-14 | CONTRIBUTIONS | CHECK #: | 101 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 10,978.39 |
| 0099999 | 00 | NEXPOINT SFR SPE 3 LLC | | | | | | | | | |
| 000071653 | | UT | | | | | 08/22/2024 | 501-0000-229.00-00 | MANUAL CHECK | | 100.00 |
| 000071653 | | UT | | | | | 08/22/2024 | 501-0000-229.00-00 | MANUAL CHECK | | 37.80 |
| VENDOR TOTAL * | | | | | | | | | | 137.80 | |
| 0002813 | 00 | NOVATECH, LLC | | | | | | | | | |
| 33766 | | PI0391 008552 00 | | | | | 07/31/2024 | 501-4140-441.61-04 | ELEC ENGINEERING SERVICES | EFT: | 1,620.00 |
| VENDOR TOTAL * | | | | | | | | | | .00 | 1,620.00 |
| 0000142 | 00 | OLATHE WINWATER WORKS | | | | | | | | | |
| 195308 01 | | 003958 | | | | | 08/29/2024 | 521-4230-442.52-31 | SADDLE | EFT: | 1,235.00 |
| 195475 01 | | 003958 | | | | | 08/29/2024 | 521-4230-442.52-02 | VALVE KEY | EFT: | 345.00 |

| 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 |
| 0000142 | 00 | OLATHE WINWATER WORKS | | | | | | | |
| 193398 03 | | PI0392 008149 | 00 | 08/21/2024 | 521-4230-442.52-12 | 3/4" CC CORP STOPS | EFT: | | 1,650.00 |
| 195625 01 | | PI0393 008149 | 00 | 08/22/2024 | 521-4230-442.52-12 | PLUG CORP | EFT: | | 1,650.00 |
| | | | | | | VENDOR TOTAL * | .00 | | 4,880.00 |
| 0000393 | 00 | OLSSON, INC. | | | | | | | |
| 507969 | | 003944 | 00 | 08/29/2024 | 501-4120-441.31-15 | STEEL POLE INSPECTIONS | EFT: | | 1,137.50 |
| 507757 | | PI0394 008437 | 00 | 08/15/2024 | 501-4140-441.62-15 | SUB 1 TRANSFRMR 2 UPGRADE | EFT: | | 24,136.72 |
| | | | | | | VENDOR TOTAL * | .00 | | 25,274.22 |
| 0005248 | 00 | OTTAWA COOP 48430 | | | | | | | |
| 095531 | | 003956 | 00 | 08/29/2024 | 521-4230-442.52-09 | FUEL FOR #505 | EFT: | | 134.75 |
| | | | | | | VENDOR TOTAL * | .00 | | 134.75 |
| 0099999 | 00 | PINKSTON, AUSTIN | | | | | | | |
| 000063355 | | UT | 00 | 08/15/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | | 20.98 | |
| | | | | | | VENDOR TOTAL * | 20.98 | | |
| 0004385 | 00 | POMP'S TIRE SERVICE, INC. | | | | | | | |
| 1180091216 | | 003953 | 00 | 08/29/2024 | 501-4130-441.52-04 | TIRE MOUNT - TRK #402 | EFT: | | 58.55 |
| | | | | | | VENDOR TOTAL * | .00 | | 58.55 |
| 0005456 | 00 | PVS DX INC | | | | | | | |
| 817001931-24 | | 003953 | 00 | 08/29/2024 | 521-4220-442.52-13 | CHLORINE | EFT: | | 2,140.40 |
| 817001946-24 | | 003953 | 00 | 08/29/2024 | 521-4220-442.52-13 | AMMONIUM SULFATE | EFT: | | 2,200.00 |
| | | | | | | VENDOR TOTAL * | .00 | | 4,340.40 |
| 0005099 | 00 | QUADIEN, INC | | | | | | | |
| 61298855 | | 003955 | 00 | 08/29/2024 | 602-1340-413.44-02 | METER RENTAL 09/19-12/18 | | 120.00 | |
| | | | | | | VENDOR TOTAL * | 120.00 | | |
| 0000150 | 00 | QUILL CORPORATION | | | | | | | |
| 39809999 | | 003953 | 00 | 08/29/2024 | 521-4220-442.52-20 | OFFICE SUPPLIES | | 262.21 | |
| | | | | | | VENDOR TOTAL * | 262.21 | | |
| 0000946 | 00 | RIGHT-WAY JANITORIAL INC | | | | | | | |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 2,500.00 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 333.28 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 362.50 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 78.69 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 362.50 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 78.69 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 604.00 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 92.40 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 725.00 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 133.40 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 670.00 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 107.39 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 900.00 |
| 3113 | | 003952 | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | | 33.10 |

| 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 |
| 0000946 | 00 | RIGHT-WAY JANITORIAL INC | | | | | | |
| 3113 | 003952 | | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | 3,800.00 |
| 3113 | 003952 | | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | 273.16 |
| 3113 | 003952 | | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | 1,500.00 |
| 3113 | 003952 | | 00 | 08/29/2024 | 603-3150-431.42-01 | AUG JANITORIAL SERVICES | EFT: | 169.44 |
| | | | | | | VENDOR TOTAL * | .00 | 12,723.55 |
| 0004120 | 00 | RIVER GROUP DESIGN | | | | | | |
| GRD123 | 003954 | | 00 | 08/29/2024 | 001-1120-411.47-02 | 2025 BUDGET IN BRIEF | EFT: | 1,200.00 |
| | | | | | | VENDOR TOTAL * | .00 | 1,200.00 |
| 0005380 | 00 | SHAWNEE COPY CENTER | | | | | | |
| 139630 | 003945 | | 00 | 08/29/2024 | 001-2110-421.46-05 | RECRUITMENT BROCHURES | EFT: | 208.54 |
| 139631 | 003946 | | 00 | 08/29/2024 | 001-2110-421.46-05 | GPD RECRUITMENT CARDS | EFT: | 83.62 |
| | | | | | | VENDOR TOTAL * | .00 | 292.16 |
| 0000161 | 00 | SIGN HERE, INC. | | | | | | |
| 25672 | 003953 | | 00 | 08/29/2024 | 501-4130-441.43-05 | LETTERING FOR TRK #408 | EFT: | 356.89 |
| | | | | | | VENDOR TOTAL * | .00 | 356.89 |
| 0004785 | 00 | SUMNERONE, INC | | | | | | |
| 4020583 | 003956 | | 00 | 08/29/2024 | 501-4110-441.43-02 | COPIER MAINT PROGRAM | EFT: | 93.00 |
| 4028630 | 003956 | | 00 | 08/29/2024 | 501-4130-441.43-02 | COPIER MAINT PROGRAM | EFT: | 30.65 |
| | | | | | | VENDOR TOTAL * | .00 | 123.65 |
| 0000203 | 00 | SUPERIOR BOWEN ASPHALT, L.L.C. | | | | | | |
| 48116 | 003953 | | 00 | 08/29/2024 | 001-3120-431.52-08 | PATCHING | EFT: | 320.31 |
| 48178 | 003953 | | 00 | 08/29/2024 | 001-3120-431.52-08 | PATCHING | EFT: | 281.88 |
| | | | | | | VENDOR TOTAL * | .00 | 602.19 |
| 0099999 | 00 | SWEET HOMES, KANSAS CITY, LLC | | | | | | |
| 000074455 | UT | | 00 | 08/16/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | | 41.36 |
| | | | | | | VENDOR TOTAL * | 41.36 | |
| 0099999 | 00 | TEMPLAR, CHARLA J. | | | | | | |
| 000058177 | UT | | 00 | 08/15/2024 | 501-0000-229.00-00 | MANUAL CHECK | | 225.65 |
| | | | | | | VENDOR TOTAL * | 225.65 | |
| 0002055 | 00 | TG TECHNICAL SERVICES | | | | | | |
| 06162 | 003956 | | 00 | 08/29/2024 | 521-4220-442.31-15 | CALIBRATION SERVICES | EFT: | 450.00 |
| 06160 | 003956 | | 00 | 08/29/2024 | 521-4230-442.31-15 | FIELD CALIBRATION | EFT: | 250.00 |
| 06161 | 003953 | | 00 | 08/29/2024 | 531-4320-443.31-15 | SEMI ANNUAL CALIBRATION | EFT: | 195.00 |
| | | | | | | VENDOR TOTAL * | .00 | 895.00 |
| 0001126 | 00 | VALIDITY SCREENING SOLUTIONS | | | | | | |
| 247656 | 003954 | | 00 | 08/29/2024 | 601-1230-412.31-15 | BACKGROUND CHECKS | EFT: | 578.19 |
| | | | | | | VENDOR TOTAL * | .00 | 578.19 |
| 0099999 | 00 | VANN, MALACHI | | | | | | |
| 000070627 | UT | | 00 | 08/23/2024 | 501-0000-229.00-00 | FINAL BILL REFUND | | 41.58 |

| 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 | VANN, MALACHI | | | | | | |
| | | | | | | VENDOR TOTAL * | 41.58 | |
| 0003221 | 00 | WEX BANK | | | | | | |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-0000-341.02-00 | REBATES-MISC REVENUES | EFT: | 139.99- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-2110-421.52-09 | PD ADMIN FUEL | EFT: | 293.66 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-2120-421.52-09 | PD OPERATIONS FUEL | EFT: | 6,756.47 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-2120-421.43-05 | PD SERVICE EXPENDITURES | EFT: | 4,160.31 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-2120-421.52-09 | GOODWILL LATE FEE W/O | EFT: | 256.48- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-3120-431.52-09 | STREETS & STORM FUEL | EFT: | 2,031.61 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-3120-431.52-09 | GOODWILL LATE FEE W/O | EFT: | 256.49- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-3130-431.52-09 | PW ADMIN FUEL | EFT: | 322.82 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-3130-431.52-09 | GOODWILL LATE FEE W/O | EFT: | 256.49- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-6120-461.52-09 | PARKS & REC FUEL | EFT: | 2,793.57 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-6120-461.52-09 | GOODWILL LATE FEE W/O | EFT: | 256.48- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-7120-471.52-09 | COMM DEV FUEL | EFT: | 223.23 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 001-7120-471.52-09 | GOODWILL LATE FEE W/O | EFT: | 256.48- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 551-4520-445.52-09 | AIRPORT FUEL | EFT: | 168.54 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 603-3150-431.52-09 | BUILDING MAINT FUEL | EFT: | 205.68 |
| 99030157 | 003957 | | 00 | 08/29/2024 | 603-3150-431.52-09 | GOODWILL LATE FEE W/O | EFT: | 256.48- |
| 99030157 | 003957 | | 00 | 08/29/2024 | 605-3116-431.52-09 | FLEET FUEL | EFT: | 42.52 |
| | | | | | | VENDOR TOTAL * | .00 | 15,319.52 |
| 0003878 | 00 | YATES ELECTRIC CO. INC. | | | | | | |
| 6980 | 003953 | | 00 | 08/29/2024 | 531-4320-443.31-15 | N PUMP STATION BREAKER | EFT: | 2,304.80 |
| | | | | | | VENDOR TOTAL * | .00 | 2,304.80 |
| | | | | | | HAND ISSUED TOTAL *** | | 593,515.75 |
| | | | | | | EFT/EPAY TOTAL *** | | 104,155.73 |
| | | | | | | TOTAL EXPENDITURES **** | 19,025.47 | 697,671.48 |
| | | | | | GRAND TOTAL ***** | | | 716,696.95 |

| 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 |
| 0011111 | 00 | BROCK SCHLESSELMAN | | | | | | |
| STATE FAIR | 003971 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/13 - 09/16 | 171.10 | |
| | | | | | | VENDOR TOTAL * | 171.10 | |
| 0011111 | 00 | CHRISTIAN KELLEY | | | | | | |
| STATE FAIR | 003970 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/11 - 09/13 | 123.90 | |
| | | | | | | VENDOR TOTAL * | 123.90 | |
| 0011111 | 00 | DEREK GRAY | | | | | | |
| STATE FAIR | 003968 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/08 - 09/11 | 218.30 | |
| | | | | | | VENDOR TOTAL * | 218.30 | |
| 0011111 | 00 | GUNNAR CONRAD | | | | | | |
| STATE FAIR | 003969 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/08 - 09/12 | 171.10 | |
| | | | | | | VENDOR TOTAL * | 171.10 | |
| 0001446 | 00 | KMEA EMP #1 OPERATING ACCT | | | | | | |
| EMP-GD-2024-07 | 003503 | | 00 | 08/14/2024 | 501-0000-351.13-00 | DOGWOOD ENERGY REVENUE | EFT: | 337,825.64- |
| EMP-GD-2024-07 | 003503 | | 00 | 08/14/2024 | 501-0000-351.99-00 | KMEA TCR/ARR ACCUMULATION | EFT: | 146,157.23- |
| EMP-GD-2024-07 | 003503 | | 00 | 08/14/2024 | 501-4120-441.41-01 | KMEA-EMP1 JULY 2024 | EFT: | 431,025.87 |
| | | | | | | VENDOR TOTAL * | .00 | 52,957.00- |
| 0005155 | 00 | STIMATZE, JOHN | | | | | | |
| STATE FAIR | 003965 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/05 - 09/09 | 188.80 | |
| STATE FAIR | 003966 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/12 - 09/16 | 236.00 | |
| | | | | | | VENDOR TOTAL * | 424.80 | |
| 0005346 | 00 | WEATHERS, JUSTIN | | | | | | |
| STATE FAIR | 003967 | | 00 | 09/03/2024 | 001-2110-421.46-05 | PER DIEM 09/05 - 09/08 | 141.60 | |
| | | | | | | VENDOR TOTAL * | 141.60 | |
| | | | | | | EFT/EPAY TOTAL *** | | 52,957.00- |
| | | | | | | TOTAL EXPENDITURES **** | 1,250.80 | 52,957.00- |
| | | | | | GRAND TOTAL | ***** | | 51,706.20- |

| 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 |
| 0005345 | 00 | ACE IMAGEWEAR | | | | | | | |
| 1420122 | 003995 | | 00 | 09/05/2024 | 605-3116-431.52-20 | RAG SERVICE | EFT: | | 55.00 |
| | | | | | | VENDOR TOTAL * | .00 | | 55.00 |
| 0099999 | 00 | ALEXA JOAN-ALICE BAY | | | | | | | |
| 113458 | 004015 | | 00 | 09/05/2024 | 001-0000-228.30-00 | BOND REFUND | 30.00 | | |
| | | | | | | VENDOR TOTAL * | 30.00 | | |
| 0001986 | 00 | ANIXTER, INC. | | | | | | | |
| 6149908-01 | 004026 | | 00 | 09/05/2024 | 501-4130-441.52-31 | 5/8 SLIP EYELET & LARGE | EFT: | | 1,055.34 |
| 6157550-00 | 004026 | | 00 | 09/05/2024 | 501-4130-441.52-31 | POLARIS UG TRANSFORMER | EFT: | | 3,251.41 |
| 6098406-02 | PI0400 008653 | | 00 | 08/23/2024 | 501-4130-441.52-31 | TRAN 50KVA | EFT: | | 12,184.35 |
| | | | | | | VENDOR TOTAL * | .00 | | 16,491.10 |
| 0004970 | 00 | AQUATIC ECOSYSTEM CONSULTANTS | | | | | | | |
| 6762 | 003973 | | 00 | 09/05/2024 | 001-6120-461.31-15 | CELEBRATIONPOND TREATMENT | EFT: | | 435.00 |
| 6805 | 003974 | | 00 | 09/05/2024 | 001-6120-461.31-15 | CELEBRATIONPOND TREATMENT | EFT: | | 677.00 |
| | | | | | | VENDOR TOTAL * | .00 | | 1,112.00 |
| 0005418 | 00 | BAKER TILLY MUNICIPAL ADVISORS, LLC | | | | | | | |
| BTMA27003 | PI0399 008652 | | 00 | 08/07/2024 | 001-1130-411.31-15 | ECO DEV ADVISORY SERVICES | EFT: | | 8,918.75 |
| | | | | | | VENDOR TOTAL * | .00 | | 8,918.75 |
| 0002847 | 00 | BLACK HILLS ENERGY | | | | | | | |
| 4848285043 | 0824004026 | | 00 | 09/05/2024 | 501-4120-441.31-15 | GAS PIPELINE O&M SERVICE | EFT: | | 2,668.84 |
| | | | | | | VENDOR TOTAL * | .00 | | 2,668.84 |
| 0005454 | 00 | BOB ALLEN FORD OTTAWA | | | | | | | |
| FOCS248801 | 004001 | | 00 | 09/05/2024 | 001-2110-421.43-05 | ALIGNMENT REPAIR FRONT | EFT: | | 1,660.41 |
| FOCS248559 | 003996 | | 00 | 09/05/2024 | 001-2120-421.43-05 | REPAIR SEAT TRIM - #122 | EFT: | | 198.81 |
| FOCS248560 | 003997 | | 00 | 09/05/2024 | 001-2120-421.43-05 | REPAIR SEAT TRIM - #123 | EFT: | | 198.81 |
| FOCS248561 | 003998 | | 00 | 09/05/2024 | 001-2120-421.43-05 | REPAIR SEAT TRIM - #124 | EFT: | | 198.81 |
| FOCS248563 | 003999 | | 00 | 09/05/2024 | 001-2120-421.43-05 | REPAIR SEAT TRIM - #125 | EFT: | | 198.81 |
| FOCS248565 | 004000 | | 00 | 09/05/2024 | 001-2120-421.43-05 | REPAIR SEAT TRIM - #127 | EFT: | | 198.81 |
| FOCS248931 | 004002 | | 00 | 09/05/2024 | 001-2120-421.43-05 | REPAIR SEAT TRIM - #131 | EFT: | | 198.81 |
| | | | | | | VENDOR TOTAL * | .00 | | 2,853.27 |
| 0002420 | 00 | BRENNTAG MID-SOUTH, INC | | | | | | | |
| BMS748112 | 004026 | | 00 | 09/05/2024 | 521-4220-442.52-13 | SODIUM HYDROXIDE | EFT: | | 1,477.48 |
| | | | | | | VENDOR TOTAL * | .00 | | 1,477.48 |
| 0001834 | 00 | C & C GROUP | | | | | | | |
| 67408 | 003976 | | 00 | 09/05/2024 | 603-3150-431.43-01 | REFUEL GENERATOR | EFT: | | 1,381.65 |
| 67532 | 003977 | | 00 | 09/05/2024 | 603-3150-431.43-01 | IP SECURITY MONITORING | EFT: | | 600.00 |
| | | | | | | VENDOR TOTAL * | .00 | | 1,981.65 |
| 0004114 | 00 | CHAFFEE LOK-PRO | | | | | | | |
| 6485 | 004026 | | 00 | 09/05/2024 | 521-4220-442.52-01 | REKEY - WATER TREATMENT | EFT: | | 277.50 |
| | | | | | | VENDOR TOTAL * | .00 | | 277.50 |
| 0005495 | 00 | CHRIS BURGE FENCE | | | | | | | |

| 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 |
| 0005495 | 00 | CHRIS BURGE FENCE | | | | | | |
| 1479 | 004003 | | 00 | 09/05/2024 | 001-2120-421.52-20 | DOG KENNEL INSTALL | EFT: | 2,975.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,975.00 |
| 0001842 | 00 | CITY OF OLATHE | | | | | | |
| CINV-661 | 004026 | | 00 | 09/05/2024 | 521-4220-442.31-15 | LAB FEES - JULY 2024 | EFT: | 61.00 |
| CINV-662 | 004026 | | 00 | 09/05/2024 | 531-4320-443.31-15 | LAB FEES - JULY 2024 | EFT: | 861.00 |
| | | | | | | VENDOR TOTAL * | .00 | 922.00 |
| 0002621 | 00 | CLAYCO ELECTRIC CO, INC. | | | | | | |
| 54022 | 004026 | | 00 | 09/05/2024 | 521-4220-442.43-02 | ELECTRICAL REPAIRS | EFT: | 2,332.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,332.00 |
| 0005358 | 00 | CUMMINS SALES AND SERVICE | | | | | | |
| H9-16099 | 004026 | | 00 | 09/05/2024 | 531-4320-443.43-02 | ATS REPAIR | 3,786.09 | |
| | | | | | | VENDOR TOTAL * | 3,786.09 | |
| 0001557 | 00 | DATCO, INC | | | | | | |
| 214648 | 003978 | | 00 | 09/05/2024 | 001-2120-421.53-02 | UNIFORMS | 27.00 | |
| 214697 | 003979 | | 00 | 09/05/2024 | 001-2120-421.53-02 | UNIFORMS | 45.00 | |
| | | | | | | VENDOR TOTAL * | 72.00 | |
| 0099999 | 00 | DAVID LEE MILLER | | | | | | |
| 110882 | 004014 | | 00 | 09/05/2024 | 001-0000-228.30-00 | BOND REFUND | 400.00 | |
| | | | | | | VENDOR TOTAL * | 400.00 | |
| 0004998 | 00 | DELTA DENTAL OF KANSAS | | | | | | |
| 1005114202409 | 006211 | | 00 | 09/05/2024 | 001-1120-411.21-01 | MONTHLY BILLING | EFT: | 255.76 |
| 1005114202409 | 006212 | | 00 | 09/05/2024 | 001-1140-411.21-01 | MONTHLY BILLING | EFT: | 115.30 |
| 1005114202409 | 006213 | | 00 | 09/05/2024 | 001-1150-411.21-01 | MONTHLY BILLING | EFT: | 25.68 |
| 1005114202409 | 006214 | | 00 | 09/05/2024 | 001-1305-413.21-01 | MONTHLY BILLING | EFT: | 89.62 |
| 1005114202409 | 006215 | | 00 | 09/05/2024 | 001-1310-413.21-01 | MONTHLY BILLING | EFT: | 243.18 |
| 1005114202409 | 006217 | | 00 | 09/05/2024 | 001-1330-413.21-01 | MONTHLY BILLING | EFT: | 127.88 |
| 1005114202409 | 006219 | | 00 | 09/05/2024 | 001-2110-421.21-01 | MONTHLY BILLING | EFT: | 409.32 |
| 1005114202409 | 006220 | | 00 | 09/05/2024 | 001-2120-421.21-01 | MONTHLY BILLING | EFT: | 1,305.52 |
| 1005114202409 | 006221 | | 00 | 09/05/2024 | 001-2130-421.21-01 | MONTHLY BILLING | EFT: | 63.94 |
| 1005114202409 | 006222 | | 00 | 09/05/2024 | 001-3120-431.21-01 | MONTHLY BILLING | EFT: | 307.64 |
| 1005114202409 | 006223 | | 00 | 09/05/2024 | 001-3130-431.21-01 | MONTHLY BILLING | EFT: | 345.38 |
| 1005114202409 | 006232 | | 00 | 09/05/2024 | 001-6105-461.21-01 | MONTHLY BILLING | EFT: | 204.92 |
| 1005114202409 | 006233 | | 00 | 09/05/2024 | 001-6120-461.21-01 | MONTHLY BILLING | EFT: | 243.18 |
| 1005114202409 | 006234 | | 00 | 09/05/2024 | 001-7110-471.21-01 | MONTHLY BILLING | EFT: | 243.18 |
| 1005114202409 | 006235 | | 00 | 09/05/2024 | 001-7120-471.21-01 | MONTHLY BILLING | EFT: | 51.36 |
| 1005114202409 | 006225 | | 00 | 09/05/2024 | 501-4110-441.21-01 | MONTHLY BILLING | EFT: | 204.92 |
| 1005114202409 | 006226 | | 00 | 09/05/2024 | 501-4120-441.21-01 | MONTHLY BILLING | EFT: | 179.24 |
| 1005114202409 | 006227 | | 00 | 09/05/2024 | 501-4130-441.21-01 | MONTHLY BILLING | EFT: | 498.94 |
| 1005114202409 | 006228 | | 00 | 09/05/2024 | 521-4220-442.21-01 | MONTHLY BILLING | EFT: | 243.18 |
| 1005114202409 | 006229 | | 00 | 09/05/2024 | 521-4230-442.21-01 | MONTHLY BILLING | EFT: | 345.90 |
| 1005114202409 | 006230 | | 00 | 09/05/2024 | 531-4310-443.21-01 | MONTHLY BILLING | EFT: | 63.94 |
| 1005114202409 | 006231 | | 00 | 09/05/2024 | 531-4320-443.21-01 | MONTHLY BILLING | EFT: | 281.44 |
| 1005114202409 | 006218 | | 00 | 09/05/2024 | 602-1340-413.21-01 | MONTHLY BILLING | EFT: | 191.82 |

| 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 |
| 0004998 | 00 | DELTA DENTAL OF KANSAS | | | | | | |
| 1005114202409 | 006224 | | 00 | 09/05/2024 | 603-3150-431.21-01 | MONTHLY BILLING | EFT: | 89.62 |
| 1005114202409 | 006216 | | 00 | 09/05/2024 | 604-1320-413.21-01 | MONTHLY BILLING | EFT: | 179.24 |
| 1005114202409 | 006210 | | 00 | 09/05/2024 | 721-0000-202.03-16 | MONTHLY BILLING | EFT: | 6,258.74 |
| VENDOR TOTAL * | | | | | | | .00 | 12,568.84 |
| 0005211 | 00 | EASY ICE, LLC | | | | | | |
| 01359813 | 003982 | | 00 | 09/05/2024 | 001-3120-431.44-02 | ICE MACHINE RENTAL | EFT: | 34.34 |
| 01359813 | 003980 | | 00 | 09/05/2024 | 521-4230-442.44-02 | ICE MACHINE RENTAL | EFT: | 34.35 |
| 01359813 | 003981 | | 00 | 09/05/2024 | 531-4330-443.44-02 | ICE MACHINE RENTAL | EFT: | 34.35 |
| VENDOR TOTAL * | | | | | | | .00 | 103.04 |
| 0003960 | 00 | ELLIOTT EQUIPMENT COMPANY | | | | | | |
| 181116 | 004026 | | 00 | 09/05/2024 | 531-4330-443.52-04 | NOZZLE | EFT: | 369.40 |
| 181129 | 004026 | | 00 | 09/05/2024 | 531-4330-443.52-01 | HOSE REEL | EFT: | 1,536.12 |
| VENDOR TOTAL * | | | | | | | .00 | 1,905.52 |
| 0002511 | 00 | ENRIGHT LAWNS, INC | | | | | | |
| 25502 | 004025 | | 00 | 09/05/2024 | 001-6120-461.31-15 | MOWING & TRIMMING-AUGUST | EFT: | 3,890.00 |
| VENDOR TOTAL * | | | | | | | .00 | 3,890.00 |
| 0005226 | 00 | EVCO WHOLESALE FOOD CORP | | | | | | |
| 0799266 | 003983 | | 00 | 09/05/2024 | 001-6130-461.52-15 | GAC CONCESSIONS | | 1,878.94 |
| VENDOR TOTAL * | | | | | | | 1,878.94 | |
| 0004946 | 00 | EVERGY | | | | | | |
| 9279570154 | 0924004026 | | 00 | 09/05/2024 | 521-4220-442.40-05 | ELECTRIC AT INTAKE | | 9,182.35 |
| 2424383255 | 0924004026 | | 00 | 09/05/2024 | 521-4220-442.40-05 | ELECTRIC AT WTP | | 16,220.45 |
| VENDOR TOTAL * | | | | | | | 25,402.80 | |
| 0000086 | 00 | GALLS, LLC | | | | | | |
| 028927161 | 004004 | | 00 | 09/05/2024 | 001-2110-421.53-02 | UNIFORMS | EFT: | 106.57 |
| VENDOR TOTAL * | | | | | | | .00 | 106.57 |
| 0000092 | 00 | GEORGE BUTLER ASSOC., INC. | | | | | | |
| 82783 | PI0397 008164 | | 00 | 08/13/2024 | 531-4340-443.62-10 | CEDAR NILES LIFT STATION | | 37,176.48 |
| VENDOR TOTAL * | | | | | | | 37,176.48 | |
| 0000181 | 00 | GRAINGER | | | | | | |
| 9215320822 | 003984 | | 00 | 09/05/2024 | 501-4120-441.52-12 | REEL OF WIRE | EFT: | 7.87 |
| 9235753937 | 004026 | | 00 | 09/05/2024 | 521-4220-442.52-20 | GLOVES & EAR PROTECTION | EFT: | 281.93 |
| VENDOR TOTAL * | | | | | | | .00 | 289.80 |
| 0005093 | 00 | GROUP GARDNER, LLC | | | | | | |
| 09042024 TIF | 004026 | | 00 | 09/05/2024 | 107-9100-491.49-05 | TIF DISTRIBUTION | EFT: | 108,449.66 |
| 09042024 TIF | 004026 | | 00 | 09/05/2024 | 107-9100-491.49-05 | TIF DISTRIBUTION | EFT: | 7,361.59 |
| 09032024 CID | 004025 | | 00 | 09/05/2024 | 108-9100-491.49-05 | CID PAYMENT | EFT: | 100,321.45 |
| VENDOR TOTAL * | | | | | | | .00 | 201,409.52 |
| 0001840 | 00 | GT DISTRIBUTORS 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 |
|---|-----------------------|--|-----|--|--|---|------------------------------|---|
| 0000995 8271769 | 00 | JCI INDUSTRIES INC. 004026 | 00 | 09/05/2024 | 521-4220-442.52-12 | RENU PUMPHEAD | EFT: | 866.77 |
| | | | | | | | VENDOR TOTAL * | 866.77 |
| 0005492 153638 | 00 | JEO CONSULTING GROUP, INC PI0398 008645 | 00 | 08/26/2024 | 130-3130-431.62-19 | GARDNER TRAFFIC SIGNAL | EFT: | 13,106.34 |
| | | | | | | | VENDOR TOTAL * | 13,106.34 |
| 0002671 161419073 | 00 0824 | KANSAS GAS SERVICE 004026 | 00 | 09/05/2024 | 501-4130-441.40-04 | NATURAL GAS | 93.24 | |
| | | | | | | | VENDOR TOTAL * | 93.24 |
| 0005494 20240501 | 00 | KB ARCHAEOLOGICAL CONSULTING 003988 | 00 | 09/05/2024 | 401-6120-461.62-09 | VETERANS MEMORIAL PARK | EFT: | 3,179.00 |
| | | | | | | | VENDOR TOTAL * | 3,179.00 |
| 0001446 EMP-GD-2024-07 EMP-GD-2024-07 EMP-GD-2024-07 | 00 | KMEA EMP #1 OPERATING ACCT 003503 | 00 | 08/14/2024 | 501-0000-351.13-00 | DOGWOOD ENERGY REVENUE | EFT: | 337,825.64 |
| | | | | | | | EFT: | 146,157.23 |
| | | | | | | | EFT: | 431,025.87 |
| | | | | | | | VENDOR TOTAL * | 52,957.00 |
| 0001626 GRDA-GD-24-10 | 00 | KMEA GRDA OPERATING ACCT 004026 | 00 | 09/05/2024 | 501-4120-441.41-01 | KMEA - GRDA 10/24 | EFT: | 226,564.00 |
| | | | | | | | VENDOR TOTAL * | 226,564.00 |
| 0000076 51771236 | 00 | KONICA MINOLTA BUSINESS SOLUTIONS 004005 | 00 | 09/05/2024 | 602-1340-413.43-02 | COPY MACHINE SERVICE | EFT: | 280.70 |
| | | | | | | | VENDOR TOTAL * | 280.70 |
| 0002489 1774563 | 00 | KPERS 004027 | 00 | 09/06/2024 | 721-0000-202.03-01 | 090524 PAY PERIOD | CHECK #: 112 | 55,705.54 |
| | | | | | | | VENDOR TOTAL * | 55,705.54 |
| 0002490 1774583 | 00 | KPF 004027 | 00 | 09/06/2024 | 721-0000-202.03-02 | 090524 PAY PERIOD | CHECK #: 113 | 37,626.48 |
| | | | | | | | VENDOR TOTAL * | 37,626.48 |
| 0001103 3438888 3438242 3438243 3438243 | 00 | KUTAK ROCK LLP 004009 004006 004007 004008 | 00 | 09/05/2024 09/05/2024 09/05/2024 09/05/2024 | 001-1130-411.31-15 403-9100-491.75-00 403-9100-491.75-00 403-9100-491.75-00 | LEGAL SERVICES 2024B COI 2024A COI 2024A COI | EFT: EFT: EFT: EFT: | 2,664.40 11,900.00 7,260.00 3,740.00 |
| | | | | | | | VENDOR TOTAL * | 25,564.40 |
| 0004949 L19923 | 00 | LEGAL RECORD, THE 004026 | 00 | 09/05/2024 | 531-4340-443.62-10 | PUBLICATION | EFT: | 73.59 |
| | | | | | | | VENDOR TOTAL * | 73.59 |
| 0005186 | 00 | LINDE GAS & EQUIPMENT | | | | | | |

| 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 |
|-----------------------------------|-----------------------|---|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0005186 44997088 | 00 | LINDE GAS & EQUIPMENT 004026 | 00 | 09/05/2024 | 605-3116-431.44-02 | CYLINDER RENTAL | EFT: | 207.29 |
| VENDOR TOTAL * | | | | | | | .00 | 207.29 |
| 0002979 T00120227 | 00 - 10 | LOCHNER, H W INC PI0396 008150 | 00 | 08/29/2024 | 551-4540-445.61-01 | GARDNER MUNICIPAL AIRPORT | EFT: | 12,320.00 |
| VENDOR TOTAL * | | | | | | | .00 | 12,320.00 |
| 0005296 6371184 6371184 | 00 | MISSIONSQUARE RETIREMENT 004027 | 00 | 09/06/2024 | 721-0000-202.03-04 | CONTRIBUTIONS | CHECK #: 101 | 10,357.45 |
| | | | | | | | CHECK #: 101 | 299.11 |
| VENDOR TOTAL * | | | | | | | .00 | 10,656.56 |
| 0005458 2024-004 | 00 | NICHOLS, THOMAS BRITT 003975 | 00 | 09/05/2024 | 001-1330-413.31-02 | TRAFFIC DOCKET | 60.00 | |
| VENDOR TOTAL * | | | | | | | 60.00 | |
| 0002813 33893 | 00 | NOVATECH, LLC 003989 | 00 | 09/05/2024 | 501-4120-441.43-02 | ENGINEERING ON SUB 2 | EFT: | 1,950.00 |
| VENDOR TOTAL * | | | | | | | .00 | 1,950.00 |
| 0000142 195722 01 195828 01 | 00 | OLATHE WINWATER WORKS 004026 | 00 | 09/05/2024 | 521-4230-442.52-12 | BREAK KIT | EFT: | 940.00 |
| | | | | | | | EFT: | 3,000.00 |
| VENDOR TOTAL * | | | | | | | .00 | 3,940.00 |
| 0005209 49150 | 00 | OZARK READY MIX 004026 | 00 | 09/05/2024 | 117-3120-431.43-06 | CONCRETE | 1,334.96 | |
| VENDOR TOTAL * | | | | | | | 1,334.96 | |
| 0001569 INV05682745 | 00 | PAYCOR, INC 004027 | 00 | 09/04/2024 | 001-1310-413.31-15 | PAYROLL SERVICES | CHECK #: 107 | 888.93 |
| VENDOR TOTAL * | | | | | | | .00 | 888.93 |
| 0003235 INV-216622 | 00 | PIONEER MANUFACTURING COMPANY 004025 | 00 | 09/05/2024 | 001-6120-461.52-01 | PAINT - CELEBRATION PARK | EFT: | 721.00 |
| VENDOR TOTAL * | | | | | | | .00 | 721.00 |
| 0005219 1861096 | 00 | POLYDYNE, INC 003990 | 00 | 09/05/2024 | 521-4220-442.52-13 | POLYMER | EFT: | 1,206.00 |
| VENDOR TOTAL * | | | | | | | .00 | 1,206.00 |
| 0004385 1180091350 | 00 | POMP'S TIRE SERVICE, INC. 004026 | 00 | 09/05/2024 | 501-4130-441.52-04 | TIRE MOUNT & BALANCE | EFT: | 164.00 |
| VENDOR TOTAL * | | | | | | | .00 | 164.00 |
| 0004198 1198951 | 00 | PROTECT YOUTH SPORTS 004013 | 00 | 09/05/2024 | 001-6110-461.47-53 | BACKGROUND CHECKS | EFT: | 216.75 |
| VENDOR TOTAL * | | | | | | | .00 | 216.75 |
| 0005456 | 00 | PVS DX 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 |
|---|--|------------------------------------|-----|--|--|--|--|---|
| 0005456 817002116-24 | 00 004026 | PVS DX INC | 00 | 09/05/2024 | 521-4220-442.52-13 | CHLORINE | EFT: | 2,140.40 |
| VENDOR TOTAL * | | | | | | | .00 | 2,140.40 |
| 0004120 GRD124 | 00 004026 | RIVER GROUP DESIGN | 00 | 09/05/2024 | 001-1120-411.47-02 | FALL 2024 NEWSLETTER | EFT: | 750.00 |
| VENDOR TOTAL * | | | | | | | .00 | 750.00 |
| 0002247 9948-3 | 00 004025 | SHERWIN WILLIAMS- ACCT 6716-4600-8 | 00 | 09/05/2024 | 001-6120-461.52-01 | BLUE TAPE | EFT: | 11.89 |
| VENDOR TOTAL * | | | | | | | .00 | 11.89 |
| 0001566 7001819453 | 00 003991 | STAPLES BUSINESS ADVANTAGE | 00 | 09/05/2024 | 001-2110-421.52-20 | CLASP ENVELOPES, DVDS & | EFT: | 197.90 |
| VENDOR TOTAL * | | | | | | | .00 | 197.90 |
| 0000373 LG-24-000648 LG-24-000649 LG-24-000649 | 00 004010 004011 004012 | STATE OF KANSAS | 00 | 09/05/2024 09/05/2024 09/05/2024 | 403-9100-491.75-00 403-9100-491.75-00 403-9100-491.75-00 | 2024 B COI 2024A COI 2024A COI | 225.00 247.50 127.50 | |
| VENDOR TOTAL * | | | | | | | 600.00 | |
| 0002903 45994 | 00 003992 | STRICK & CO, INC | 00 | 09/05/2024 | 401-6120-461.62-23 | LOT STAKE - 670 S ELM ST | EFT: | 1,192.50 |
| VENDOR TOTAL * | | | | | | | .00 | 1,192.50 |
| 0000174 309315 310316 312330 310317 310324 310325 309307 309316 309313 | 00 004016 004017 004018 004019 004020 004021 004022 004023 004024 | TAPCO PRODUCTS CO. | 00 | 09/05/2024 09/05/2024 09/05/2024 09/05/2024 09/05/2024 09/05/2024 09/05/2024 09/05/2024 09/05/2024 09/05/2024 | 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 603-3150-431.42-01 | MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS MONTHLY BILLING RUGS | EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: | 108.88 20.55 20.55 51.14 38.54 59.56 97.04 63.60 193.05 |
| VENDOR TOTAL * | | | | | | | .00 | 652.91 |
| 0003783 2024-21184 | 00 PI0401 008592 | TEAM OFFICE LLC | 00 | 09/03/2024 | 603-3150-431.61-03 | CUBICLES FOR COM DEV | EFT: | 6,835.41 |
| VENDOR TOTAL * | | | | | | | .00 | 6,835.41 |
| 0003962 12652 12655 | 00 003993 003994 | TRANSLATIONPERFECT.COM | 00 | 09/05/2024 09/05/2024 | 001-1330-413.31-15 001-1330-413.31-15 | INTERPRETER INTERPRETER | EFT: EFT: | 629.28 219.00 |
| VENDOR TOTAL * | | | | | | | .00 | 848.28 |
| 0004226 92171 | 00 004026 | WATCHMEN SECURITY SERVICES | 00 | 09/05/2024 | 501-4120-441.31-15 | VIDEO SECURITY MONITORING | EFT: | 443.96 |
| VENDOR TOTAL * | | | | | | | .00 | 443.96 |

| VEND NO | SEQ# | VENDOR NAME | | | | | | | EFT, EPAY OR |
|---------|---------|-------------|-----|-----------|-------------------|-------------------------|-----------|-------------|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | HAND-ISSUED | AMOUNT |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | AMOUNT | |
| 0004226 | 00 | | | | | | | | |
| | | | | | | HAND ISSUED TOTAL *** | | | 104,877.51 |
| | | | | | | EFT/EPAY TOTAL *** | | | 518,882.89 |
| | | | | | | TOTAL EXPENDITURES **** | 70,834.51 | | 623,760.40 |
| | | | | | GRAND TOTAL ***** | | | | 694,594.91 |

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: SEPTEMBER 16, 2024

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of an agreement with JEO Consulting Group, Inc. to perform design and study services related to the production of a stormwater master plan

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommends authorization of an agreement with JEO Consulting Group, Inc. to perform design and study services related to the production of a stormwater master plan, in an amount of \$89,875.00.

Background/Description of Item:

The City lacks a current stormwater master plan that proactively manages its stormwater assets and develops a planned multi-year CIP recommendation for replacement of aging or underperforming stormwater infrastructure. In April, 2024, the City advertised a Request for Qualifications of interested consulting firms to perform this effort and received four responses. The responses were reviewed, evaluated, and scored by a selection committee with JEO Consulting Group being the highest scored firm.

The stormwater master plan will accomplish several stormwater related efforts, including:

1. Development of a multi-year CIP project recommendation based upon risk of failure, infrastructure age, etc.;
2. Feasibility evaluation of regional stormwater facilities to accept runoff in promotion of future development;
3. Recommendation of a stormwater utility program that performs regular inspection and assessment of stormwater infrastructure and provides routine maintenance to prolong asset useful life.

Financial Impact:

The City will fund this project from the General Fund.

Attachments Included:

- Professional Services Agreement
- Consultant Scope, Fee, and Schedule

Suggested Motion:

Authorize the execution of an agreement with JEO Consulting Group, Inc. to perform design and study services related to the production of a stormwater master plan, in an amount of \$89,875.00.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this ___ day of _____, 202_ by and between the City of Gardner, Kansas, [hereinafter "City"], and JEO Consulting Group, Inc., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional engineering and design firm experienced in stormwater master planning 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 said services.

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

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from October 8, 2024, to September 30, 2025, 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 City Council in the establishment of its annual budget.

2.0 Termination.

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

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

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 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 City Engineer, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.
- 3.0 Scope of Services.
- 3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.
- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.
- 3.3 Assigned Personnel.
- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.
- 3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Kevin Kruse, Chris Shultz, and Matt Garder

- 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 Kevin Kruse (402-450-3598) as Principal Contact 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 Matt Just 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 City Council, 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 Matt Just.
- 5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:
 - 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
 - 2) Claims of third parties against City or City's property;
 - 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
 - 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
 - 6) Persistent failure to carry out the Work in accordance with this Agreement;
 - 7) Damage to City or a third party to whom City is, or may be, liable; or
 - 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.
- 5.5 City agrees to pay Consultant an amount not to exceed the sum of \$89,875.00 for performing services detailed in Exhibit A. 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 the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services specified in Exhibit A which have been agreed to by the parties through a properly written and executed change order.

6.0 Cash Basis and Budget Laws.

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

7.0 Indemnification.

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

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following

insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.

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

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

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

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

9.0 Conflict of Interest.

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

10.0 Nondiscrimination.

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

11.0 Facilities and Equipment.

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

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the city on other projects not contemplated under this Agreement shall be at the City's sole risk, without liability to Contractor/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:

Matt Just

City of Gardner

120 East Main Street

Gardner, KS 66030

To Consultant:

Kevin Kruse

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, Nebraska 68503

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 and 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.

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

CITY OF GARDNER, KANSAS

CONSULTANT

Jim Pruetting
City Administrator



Kevin Kruse
Senior Project Manager

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

Exhibit A

GARDNER STORMWATER MASTER PLAN

CITY OF GARDNER, KS

PROJECT BACKGROUND:

The Engineer shall assist the Owner with the development of a Storm Water Master Plan (SWMP). The SWMP will focus on the following key elements:

- Task Series 100 – Develop Stormwater Capital Improvement Plan (CIP)
- Task Series 200 – Regional Detention/Post Construction Treatment Facility
- Task Series 300 – Develop City-wide Stormwater Maintenance Program
- Task Series 400 – Identification of Funding Opportunities for Implementation
- Task Series 500 – Community Rating System (CRS) Review
- Task Series 600 – Compilation of Final Stormwater Master Plan Deliverable

SCOPE OF SERVICES:

TASK SERIES 000 – PROJECT MANAGEMENT & ADMINISTRATION

TASK 010 – PROJECT MANAGEMENT & ADMINISTRATION

- A. Provide project management oversight over all facets and phases of the project.
 1. Provide oversight to ensure scope of services and schedule are met.
 2. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 3. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence to ensure a timely project completion.
 4. Review billed hours by design team and prepare invoice statements for Owner.
- B. Meet with the Owner for one (1) in person Project Kickoff Meeting to review project requirements, collect existing information, and review available data pertaining to the existing storm sewer system. Existing data may include maps, GIS data, project histories, prior reports, prior system investigation data, and other pertinent information. It is anticipated that this meeting will be attended by the Project Manager (PM) and the Lead Project Engineer (PE) and will be held in person in Gardner.
- C. Meet with the Owner for a regular Progress Meetings. The schedule of these meetings will align with project milestones and occur approximately every other month. It is anticipated that approximately half of these meetings will be virtual and half will be in person and coordinated with other site visits as necessary during the modeling process. The purpose of the meetings will be to review overall project status and to review incremental modeling results or discuss specific project items. It is anticipated that there will be six (6) Progress Meetings over the course of the project duration.

TASK SERIES 100 – Develop Stormwater Capital Improvement Plan (CIP)

TASK 110 – OPERATION & MAINTENANCE STAFF MEETING

- A. The JEO PM and PE will facilitate a meeting with Owner’s staff to discuss the present state of storm sewer utility infrastructure.
- B. Based on the knowledge and experience of Owner’s staff:
 - 1. Identify problematic areas in the storm sewer system requiring on-going maintenance and/or repair.
 - 2. Identify areas in the storm sewer system where structural issues such as pipe/structural damage, cracking, or pipe blockages exist.
 - 3. Identify areas experiencing street and surface flooding.
 - 4. Identify any issues with the storm sewer system that may be impacting the performance of the system or should be incorporated into the eventual improvement project prioritization.

TASK 120 –EXISTING DATA REVIEW

- A. JEO will coordinate with the Owner to get access to the existing storm sewer GIS database. JEO will review this database for completeness and report any findings to the Owner’s staff to discuss any actions necessary. At this time, it is assumed that the database is complete and includes accurate data on structure location, size (horizontal and vertical) and material type, and flowline elevations.
- B. In addition to the storm sewer GIS data, the following existing documentation will be compiled (if available) and reviewed:
 - 1. FEMA flood plain maps
 - 2. Municipal land use plan/map
 - 3. Municipal zoning plan/map
 - 4. Municipal storm utility ordinance
 - 5. LIDAR contour data
 - 6. Other relevant publicly available GIS layers
 - 7. Observed high-water marks or other previous flood event documentation
 - 8. Approximate date of construction of stormwater system or neighboring areas
 - 9. Other City utility maps
- C. JEO will review the storm sewer data and LIDAR to identify independent sub-catchment areas. The contributing drainage areas will be delineated using 2-foot contour data. These sub-catchment areas will include a contiguous storm sewer network and will be based on common outfall to a receiving stream/ditch or may in some limited cases include several small adjacent storm sewer systems.
- D. With Owner input, develop a naming convention for the sub-catchments to be used for future documentation and tracking. At this time, it is anticipated that the convention will be alphanumeric and could be based on any named stream/waterway.

TASK 130 –PROJECT PRIORITIZATION METHODOLOGY

- A. JEO will facilitate a meeting with the Owner’s staff and any other stakeholders identified to discuss a prioritization methodology to be applied to the existing drainage infrastructure. It is anticipated that this methodology will incorporate available data such as known system material type, age of construction, repeated maintenance needs, and adjacency to other City projects.

Prior to the meeting JEO will develop a simplified draft matrix scoring format for the discussion. It is anticipated that this scoring matrix will be based on qualitative project or network characteristics and will not require any detailed hydrologic or hydraulic modeling at this time. JEO will also facilitate a discussion on how the City may prefer to package or group projects together, and ideal project size for inclusion into the eventual CIP

- a. One potential characteristic could be “Existing system material type nearing end of useful life”
 - i. 3 points – System is beyond reasonable useful life
 - ii. 2 points– System is reaching useful life, but still viable
 - iii. 1 point – System is relatively new and is expected to provide several years of service
 - b. It is assumed that the ultimate project prioritization will be primarily based on a qualitative estimate for risk of structural system failure (rusted pipes, significant erosion etc.). A detailed hydrologic and hydraulic analysis to quantify the existing flood risks or the improvement of a proposed project is not anticipated at this time.
 - c. It is assumed that the prioritization will be applied to specific sub-watersheds to rank/prioritize specific areas needing attention.
- B. During the meeting it is anticipated that the specific project characteristics to be evaluated as well as the relative weight for scoring will be discussed. Following the meeting, JEO will make any necessary revisions to the methodology and distribute for final comment.
- C. Development of the conceptual prioritization methodology early in the process will facilitate the organization of necessary data throughout the evaluation process.

TASK 140 – APPLY PRIORITIZATION METHODOLOGY

- A. JEO will review the existing system data to determine relative rank/priority for individual sub-watersheds. JEO will provide draft rankings to the Owner’s staff to review. If this review identifies modifications to the prioritization methodology, JEO will coordinate and discuss with Owner’s staff on how to address.
- B. Following consensus on the development of the ranking/priority, JEO will initiate improvement recommendations.

TASK 150 – DEVELOP RECOMMENDED IMPROVEMENTS

- A. JEO will develop conceptual level recommended improvements. These recommendations will be on a sub-watershed scale and shall not be considered final, a detailed final design will be necessary.
- B. JEO will evaluate peak discharge at key locations within the networks for the purpose of conceptually determining the appropriate sizing for a new system. A final detailed hydrologic and hydraulic analysis to support the final design will be necessary as the improvement is implemented.
- C. Conceptual projects will be developed based on the design criteria outlined in the Gardner Technical Specifications for Public Improvement Projects.
- D. JEO will review the other city utility maps to evaluate potential conflicts. If apparent, utility conflicts will be documented and an appropriate budgetary item will be selected, but no design for a utility conflict will be completed at this time.
- E. JEO will develop conceptual level Opinions of Probable Cost (OPC) for each of the recommended improvements. Prior to finalizing these OPC’s, JEO will facilitate a discussion with the Owner to finalize standard methodology for specific line items that may have a significant impact on cost (i.e. full width vs. partial pavement replacement). Appropriate budgetary line items for future

design/permitting services, real estate acquisition, construction administration or project financing will also be discussed so that a total project cost can be included in the final CIP.

- F. JEO will develop a project cut sheet for each project that includes a map, OPC and brief project description.

TASK SERIES 200 – REGIONAL DETENTION/POST CONSTRUCTION TREATMENT FACILITY

TASK 210 – SITE DEVELOPMENT TREND

- A. JEO will meet with Owner's staff to identify areas that are prime targets for future development that may be candidates for a potential regional detention/treatment.
- B. At this time JEO will discuss conceptual design considerations that the Owner may want to see such as permanent water pool vs dry, green infrastructure type and maintenance considerations.

TASK 220 – PROPOSED LANDUSE REVIEW AND CONCEPTUAL FACILITY DESIGN

- A. JEO will review on a conceptual level the sizing criteria for a detention/post construction facility based on the Gardner requirements. The current City detention requirements are for peak flow reductions to the pre-developed conditions for the 1-yr, 10-yr and 100-yr storm events. It is anticipated that up to two (2) individual sites will be reviewed. Assumptions for impervious cover and how the site(s) will develop will be made based on available data and engineering judgement.
- B. Based on the necessary storage and water quality volumes, JEO will prepare a conceptual level design for a regional facility. The conceptual level design will include a conceptual grading plan to determine a conceptual level opinion of cost. The opinion of cost will also include an anticipated annual maintenance cost analysis.
- C. It is assumed that these conceptual level designs can be used to support discussions with potential developers of the site(s) and to further any final negotiations on how the site(s) ultimately develop.
- D. The Level of Service (LS) of the conceptual detention/post construction facility shall be reviewed in accordance with the latest edition of the Mid-American Regional Council (MARC) Manual of Best Management Practices for Stormwater Quality

TASK SERIES 300 – DEVELOP CITY-WIDE STORMWATER MAINTENANCE PROGRAM

TASK 310 – EXISTING RESOURCES IDENTIFICATION

- A. JEO will meet with the Owner's staff to discuss both in-house and contracted Operation and Maintenance (O&M) capabilities. Potential discussion topics include available City-owned equipment and manpower available to dedicate to stormwater O&M activities.

TASK 320 – MAINTENCE PROGRAM DEVELOPMENT

- A. Based on the available resources (in-house and contracted), JEO will make recommendations on inspection and maintenance activity intervals. Potential activities include:
 - a. Cleaning debris out of manholes/inlets

- b. CCTV (Televising) inspections of all pipes
 - c. Structural inspection of critical facilities
 - d. Visual inspection of all open channels/concrete flow liners
 - e. Mowing/tree clearing of open channels
 - f. Inspection of storm sewer outfalls
 - g. Minor repair/spot fixes
- B. Determine with Owner input a schedule of O&M activities that reoccur on regular intervals as appropriate for the O&M activity.
 - C. With Owner input, identify additional staff or equipment necessary for regular O&M activities.
 - D. At this time, it is understood that the City already is completing MS4/NPDES compliance activities. Necessary equipment and manpower associated with these tasks will not be reviewed at this time.

TASK SERIES 400 – IDENTIFICATION OF FUNDING OPPORTUNITIES FOR IMPLEMENTATION

TASK 410 – IDENTIFICATION OF OUTSIDE FUNDING SOURCES

- A. JEO will discuss with Owner’s staff potential funding sources (state, federal, private) for implementation of improvement projects and O&M activities. This discussion will include the Owner’s previous experience, cost-share breakdown, administrative requirements, application process and other criteria that will have an influence on the willingness of the Owner to target.
- B. JEO will prepare a summary of each program/source identified that includes a discussion of the applicability to implementation

TASK 420 – RECOMMENDATION ON FUNDING OPORTUNITIES

- A. JEO will review the input provided by the Owner and make a recommendation on how each program/source could be used to advance the implementation of the final stormwater master plan.
- B. Grant applications are not anticipated at this time.

TASK SERIES 500 – COMMUNITY RATING SYSTEM (CRS) REVIEW

TASK 510 – CRS REVIEW

- A. JEO will review community stormwater/floodplain management activities for potential CRS points and evaluate feasibility, costs and benefits of joining the CRS program.
- B. JEO will develop recommendations on the process and key steps for joining the CRS program as applicable.

TASK SERIES 600 – COMPILATION OF FINAL STORMWATER MASTER PLAN DELIVERABLE

TASK 610 – DEVELOPMENT OF FINAL DELIVERABLES

- A. Summarize findings and recommendations into an Stormwater Master Plan for utilization in the Owner’s capital improvement planning and O&M.
- B. Discuss the key findings of the reviewed prior reports and summarize the relevant information from the existing documentation.

- C. The report shall contain the following general sections:
 - 1. Introduction
 - a. Background
 - b. Purpose and scope
 - 2. Stream Corridor Buffer Width Mapping
 - a. Methodology
 - b. Planning level mapping
 - 3. Stormwater Capital Improvement Plan (CIP)
 - a. Existing System Discussion
 - b. Methodology
 - c. Deficiency criteria
 - d. Prioritization of Sub-Basins for Improvement
 - e. Improvement alternatives
 - f. Opinion of probable cost of each project
 - 4. Regional Detention/Post Construction Treatment Facilities
 - a. Background
 - b. Methodology
 - c. Conceptual Recommendations
 - 5. City-wide Stormwater Maintenance Program
 - a. Operation & Maintenance (O&M) Activities
 - b. Existing Resources
 - c. Schedule of reoccurring O&M Activities
 - 6. Identification of Funding Opportunities for Implementation
 - a. Summary of available opportunities
 - b. Recommendation of specific opportunities for activity types
- D. Perform internal quality assurance and quality control (QA/QC) reviews of the draft report at 50% and 90% completion.
- E. Submit up to three (3) paper copies of the drafted report to Owner at 90% completion for review and comment.
- F. Revise report based on comments from internal QA/QC and Owner review.
- G. Provide up to three (3) paper copies of the final report to Owner for Owner's use and records, along with an electronic PDF copy to Owner.
- H. Attend a review with the Owner's staff to review the results of the report. It is anticipated that this will be completed at a regular progress meeting.
- I. Attend a City Council meeting to discuss the results of the report and the proposed recommendations.

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Final Design of improvements beyond conceptual recommendations
- B. CCTV or other inspection of existing storm sewer systems
- C. Field survey or utility locates
- D. Geotechnical investigation, report, and testing services.
- E. Environmental assessment services.
- F. Land acquisition services or easement negotiations.
- G. Obtaining any regulatory permits beyond the approval of IDNR.
- H. Preparation of grant or loan applications.

- I. Meetings with local business/property owners to discuss the project.
- J. Attendance at any meetings not identified above.
- K. Any other item not outlined in the scope of services.

MEETINGS INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Project Kickoff Meeting (1)
 - 1. Attended by Project Manager and Lead Project Engineer
- B. Regular Progress Meetings (6)
 - 1. Attended by Project Manager and Lead Project Engineer
 - 2. 3 In-Person Meetings
 - 3. 3 Virtual Meetings
 - 4. Approximately every other month
 - 5. Focus on Project Administration (schedule, budget etc.)
- C. Operation & Maintenance Staff Meeting (1)
 - 1. Attended by Project Manager, Lead Project Engineer and Project Engineer
 - 2. May be held immediately following Regular Progress Meeting
- D. Sub-Basin Prioritization Meeting (1)
 - 1. Attended by Project Manager and Lead Project Engineer
 - 2. May be held immediately following Regular Progress Meeting
- E. Regional Detention Facility – Future Development Trend (1)
 - 1. Attended by Project Manager and Lead Project Engineer
 - 2. May be held immediately following Regular Progress Meeting
- F. Stormwater Maintenance Resource Identification (1)
 - 1. Attended by Project Manager and Lead Project Engineer
 - 2. May be held immediately following Regular Progress Meeting
- G. Funding Opportunity Discussion (1)
 - 1. Attended by Project Manager and Lead Project Engineer
 - 2. May be held immediately following Regular Progress Meeting
- H. City Council Meeting (1)
 - 1. Attended by Project Manager and Lead Project Engineer
 - 2. Present findings and recommendations

Exhibit B

PROJECT TIME FRAME:

Upon receipt of the Notice to Proceed, JEO will develop a detailed project timeline. JEO anticipates the following general project schedule.

Anticipated Project Schedule

| | Duration (days) | Begin (Days from NTP) | End (Days from NTP) |
|---|--------------------|-----------------------|---------------------|
| Task Series 000 - Project Management & Administration | Throughout Project | | |
| Task Series 100 – Develop Stormwater Capital Improvement Plan | 240 | 0 | 240 |
| Task Series 200 – Regional Detention/Post Construction Facility | 120 | 120 | 240 |
| Task Series 300 – City-Wide Stormwater Maintenance Program | 60 | 180 | 240 |
| Task Series 400 – Funding Opportunities for Implementation | 60 | 210 | 270 |
| Task Series 500 – CRS Review | 60 | 210 | 270 |
| Task Series 600 – Final Stormwater Master Plan Deliverables | 60 | 240 | 300 |

PROJECT BUDGET:

JEO will provide the services described above for a lump sum fee of \$89,875.00 based on the breakdown below. Additional services not included in this scope and fee can be provided at the request of the Owner upon equitable negotiated adjustments to the fee.

| PROJECT BUDGET | |
|---|--------------|
| Task Series 000 - Project Management & Administration | \$ 14,245.00 |
| Task Series 100 - Develop Stormwater CIP | \$ 39,890.00 |
| Task Series 200 - Regional Detention/Post Construction Facility | \$ 5,600.00 |
| Task Series 300 – City-Wide Stormwater Maintenance Program | \$ 6,380.00 |
| Task Series 400 – Funding Opportunities for Implementation | \$ 4,080.00 |
| Task Series 500 – CRS Review | \$ 5,880.00 |
| Task Series 600 – Final Stormwater Master Plan Deliverables | \$ 13,800.00 |

Total Project \$ 89,875.00

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: SEPTEMBER 16, 2024

STAFF CONTACT: PAMELA WALDECK, POLICE CHIEF

Agenda Item: Consider authorizing the City Administrator to enter into a multi-year agreement with Axon for the purchase of Axon Body Worn Cameras, Axon Taser 10 upgrade, Axon Air License and support for drones, Axon interview room camera system for all interview rooms with GPD.

Strategic Priority: Infrastructure and Asset Management

Department: Police Department

Staff Recommendation:

Staff recommends authorizing entry into a 5 year agreement effective January 1, 2025, with Axon Enterprise Inc. for the purchase of 45 Axon Body 4- body worn cameras with additional docks, 40 Axon Taser 10 upgrade, Axon Air License and support for GPD drones and Axon interview room camera system for all interview rooms with GPD.

Background/Description of Item:

The Gardner Police Department currently utilizes body worn camera equipment manufactured by WatchGuard which was acquired by Motorola Solutions Inc. in 2019. Over time the hardware used, specifically the body cameras increasingly fail to sync, fail to record automatically and videos frequently become corrupted or partially corrupted causing the loss of evidence. We also experience frequent loss of functionality (green screen), especially during periods of physical contact, as well as frequent lagging between video and audio. This creates evidentiary issues as well as erodes our ability to audit defensive action incidents, and perform quality checks. Motorola Solutions has since launched a new body worn camera line and is no longer supporting the Vista XLT model currently used by the Gardner Police Department. The new Motorola/WatchGuard data management system has moved to a Linux Operating System which will create a need for a new server or cloud-based system to be compatible with a new hardware system moving forward. The new system will work with 4RE in car system utilized by the Gardner Police Department currently, but will involve a hardware upgrade to be compatible with the new Linux Operating System. Additionally, the 4RE in car systems are nearing end of life and are being phased out.

As a result, an evaluation of available alternatives was conducted. Motorola and Axon are the two largest and most established providers in the body worn camera and in-camera technology field. Meetings with representatives of both companies were conducted and comprehensive bids were received. Additionally, many of Axon's features such as Taser 10 and agency to agency compatibility are sole source features.

Included in the 5-year contract for these products are:

- Renewal on all body cameras at 2.5 years and again just before the end of 5 years. During the renewal, an upgrade to the newest model if applicable.
- Warranty on all products and services to include training equipment for the Taser system, and training offered to the agency to get instructors on staff.

- Renewal of in-car camera systems at 5-year mark. On-site repair and support on in-car systems.

Financial Impact:

The first payment will occur in 2025. However, in order to obtain the discounted pricing the City is required to sign an agreement in September of 2024. This will be recorded as a budget encumbrance in the General Fund in 2024.

Cost Breakdown

Year one

- Officer Safety Plan (BWC, Taser and Drone) \$ 70,860
- In-car cameras for 13-unit fleet- \$ 21,725
- Interview room recorders 6 Units- \$ 15,550

Year one total \$108,135

Year two through year five per year

- Officer Safety Plan (BWC, Taser and Drone) \$133,001
- In-car cameras for 13-unit fleet- \$ 39,830
- Interview room recorders 6 units \$ 31,453

Year two through five total \$204,284 per year

Project Total \$913,790.68

Attachments included:

Quotes from:

- Axon Quote
- Axon Sole Source Letter
- Axon Executive Summary
- Motorola Quote

Suggested Motion:

Consider authorizing the City Administrator to enter into a multi-year agreement effective January 01, 2025, with Axon Enterprise Inc. for the purchase of 45 Axon Body Worn Cameras, 13 Axon In-Car Camera systems, 40 Axon Taser 10 Conducted Energy Weapons, Axon Air program and license and 7 Axon interview room camera systems for a total cost of \$913,790.68 over 5 years. This agreement is a 60-month contract expiring on January 31, 2030.



Axon Enterprise, Inc.
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 Scottsdale, Arizona 85255
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 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-564102-45544.947TC

Issued: 09/09/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 459198

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Gardner Police Dept. -KS 16540 S Moonlight Rd Gardner, KS 66030-2543 USA | Gardner Police Dept. -KS 16540 S Moonlight Rd Gardner KS 66030-2543 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|
| Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200 | Zachary Roberts Phone: 9138567312 Email: zroberts@gardnerkansas.gov Fax: |

Quote Summary

| | |
|------------------------|--------------|
| Program Length | 60 Months |
| TOTAL COST | \$602,865.52 |
| ESTIMATED TOTAL W/ TAX | \$602,865.52 |

Discount Summary

| | |
|--------------------------|--------------|
| Average Savings Per Year | \$29,527.16 |
| TOTAL SAVINGS | \$147,635.78 |

Payment Summary

| Date | Subtotal | Tax | Total |
|----------|--------------|--------|--------------|
| Jan 2025 | \$70,860.52 | \$0.00 | \$70,860.52 |
| Jan 2026 | \$133,001.25 | \$0.00 | \$133,001.25 |
| Jan 2027 | \$133,001.25 | \$0.00 | \$133,001.25 |
| Jan 2028 | \$133,001.25 | \$0.00 | \$133,001.25 |
| Jan 2029 | \$133,001.25 | \$0.00 | \$133,001.25 |
| Total | \$602,865.52 | \$0.00 | \$602,865.52 |

Quote Unbundled Price: \$750,501.30
 Quote List Price: \$654,240.30
 Quote Subtotal: \$602,865.52

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|--|-----|------|-----------|-------------|-------------|---------------------|---------------|---------------------|
| Program | | | | | | | | | |
| 100552 | TRANSFER CREDIT - GOODS | 1 | | | \$1.00 | \$11,486.02 | \$11,486.02 | \$0.00 | \$11,486.02 |
| M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | 60 | \$255.94 | \$216.65 | \$194.07 | \$465,768.00 | \$0.00 | \$465,768.00 |
| BWCamTAP | Body Worn Camera TAP Bundle | 5 | 60 | \$40.35 | \$33.80 | \$33.80 | \$10,140.00 | \$0.00 | \$10,140.00 |
| CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | 60 | \$283.34 | \$283.34 | \$283.34 | \$17,000.40 | \$0.00 | \$17,000.40 |
| CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | 60 | \$183.34 | \$183.34 | \$183.34 | \$11,000.40 | \$0.00 | \$11,000.40 |
| A la Carte Hardware | | | | | | | | | |
| 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | | | \$39.00 | \$39.00 | \$1,755.00 | \$0.00 | \$1,755.00 |
| H00002 | AB4 Multi Bay Dock Bundle | 5 | | | \$1,638.90 | \$1,638.90 | \$8,194.50 | \$0.00 | \$8,194.50 |
| H00001 | AB4 Camera Bundle | 5 | | | \$849.00 | \$849.00 | \$4,245.00 | \$0.00 | \$4,245.00 |
| H00001 | AB4 Camera Bundle | 40 | | | \$849.00 | \$849.00 | \$33,960.00 | \$0.00 | \$33,960.00 |
| A la Carte Software | | | | | | | | | |
| 73680 | AXON RESPOND PLUS - LICENSE | 5 | 60 | | \$21.48 | \$21.48 | \$6,444.00 | \$0.00 | \$6,444.00 |
| ProLicense | Pro License Bundle | 10 | 60 | | \$43.40 | \$43.12 | \$25,872.20 | \$0.00 | \$25,872.20 |
| A la Carte Services | | | | | | | | | |
| 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | | | \$2,500.00 | \$1,000.00 | \$1,000.00 | \$0.00 | \$1,000.00 |
| 85144 | AXON BODY - PSO - STARTER | 1 | | | \$13,000.00 | \$6,000.00 | \$6,000.00 | \$0.00 | \$6,000.00 |
| Total | | | | | | | \$602,865.52 | \$0.00 | \$602,865.52 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------------|--------|--|-----|-------------------|-------------------------|
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 5 | 1 | 01/01/2025 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 40 | 1 | 01/01/2025 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 1 | 1 | 01/01/2025 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 44 | 1 | 01/01/2025 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 6 | 1 | 01/01/2025 |
| AB4 Camera Bundle | 74020 | AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK | 6 | 1 | 01/01/2025 |
| AB4 Camera Bundle | 74020 | AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK | 44 | 1 | 01/01/2025 |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK | 5 | 1 | 01/01/2025 |
| AB4 Multi Bay Dock Bundle | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 5 | 1 | 01/01/2025 |
| AB4 Multi Bay Dock Bundle | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 5 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 1 | 2 | 01/01/2025 |

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------------|--------|--|-----|-------------------|-------------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 40 | 2 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK | 40 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE | 4 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100395 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE | 3 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100396 | AXON TASER 10 - MAGAZINE - INERT RED | 30 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 800 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 240 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100401 | AXON TASER 10 - CARTRIDGE - INERT | 300 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH | 40 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100623 | AXON TASER - TRAINING - ENHANCED HALT SUIT V2 | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 7 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 40 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 01/01/2025 |
| A la Carte | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | 1 | 01/01/2025 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 120 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 320 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 120 | 1 | 01/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 320 | 1 | 01/01/2027 |
| Body Worn Camera TAP Bundle | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 5 | 1 | 07/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 41 | 1 | 07/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73689 | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY | 5 | 1 | 07/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 120 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 320 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 120 | 1 | 01/01/2029 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 320 | 1 | 01/01/2029 |
| Body Worn Camera TAP Bundle | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 5 | 1 | 01/01/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 41 | 1 | 01/01/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 5 | 1 | 01/01/2030 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------|--------|---|-----|----------------------|--------------------|
| AXON AIR, CLASS 1 UAS BUNDLE | 100579 | AXON AIR - UAS LICENSE - CLASS 1 | 1 | 02/01/2025 | 01/31/2030 |
| AXON AIR, CLASS 1 UAS BUNDLE | 100584 | AXON AIR - ADVANCED STREAMING ADD-ON | 1 | 02/01/2025 | 01/31/2030 |
| AXON AIR, CLASS 1 UAS BUNDLE | 100586 | AXON AIR - API INTEGRATIONS ADD-ON | 1 | 02/01/2025 | 01/31/2030 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100580 | AXON AIR - UAS LICENSE - CLASS 2 | 1 | 02/01/2025 | 01/31/2030 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100584 | AXON AIR - ADVANCED STREAMING ADD-ON | 1 | 02/01/2025 | 01/31/2030 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100586 | AXON AIR - API INTEGRATIONS ADD-ON | 1 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 40 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 40 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73638 | AXON STANDARDS - LICENSE | 40 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73680 | AXON RESPOND PLUS - LICENSE | 40 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 400 | 02/01/2025 | 01/31/2030 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------|-------|---|-----|----------------------|--------------------|
| BUNDLE - OFFICER SAFETY PLAN 10 | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 40 | 02/01/2025 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 40 | 02/01/2025 | 01/31/2030 |
| Pro License Bundle | 73683 | AXON EVIDENCE - STORAGE - 10GB A LA CARTE | 30 | 02/01/2025 | 01/31/2030 |
| Pro License Bundle | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 10 | 02/01/2025 | 01/31/2030 |
| A la Carte | 73680 | AXON RESPOND PLUS - LICENSE | 5 | 02/01/2025 | 01/31/2030 |

Services

| Bundle | Item | Description | QTY |
|---------------------------------|--------|---|-----|
| BUNDLE - OFFICER SAFETY PLAN 10 | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 40 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 1 |
| A la Carte | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 |
| A la Carte | 85144 | AXON BODY - PSO - STARTER | 1 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------------------|--------|---|-----|----------------------|--------------------|
| Body Worn Camera TAP Bundle | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 5 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 1 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 40 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 40 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 1 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 7 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 1 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 40 | 01/01/2026 | 01/31/2030 |
| BUNDLE - OFFICER SAFETY PLAN 10 | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 5 | 01/01/2026 | 01/31/2030 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|----------------------|---------|-------|------------|---------|
| 1 | 16540 S Moonlight Rd | Gardner | KS | 66030-2543 | USA |
| 2 | 16540 S Moonlight Rd | Gardner | KS | 66030-2543 | USA |

Payment Details

| Jan 2025 | | | | | | |
|--------------------------|------------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | \$176.20 | \$0.00 | \$176.20 |
| Year 1 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$100.40 | \$0.00 | \$100.40 |
| Year 1 | 73680 | AXON RESPOND PLUS - LICENSE | 5 | \$646.98 | \$0.00 | \$646.98 |
| Year 1 | 85144 | AXON BODY - PSO - STARTER | 1 | \$602.40 | \$0.00 | \$602.40 |
| Year 1 | BWCamTAP | Body Worn Camera TAP Bundle | 5 | \$1,018.05 | \$0.00 | \$1,018.05 |
| Year 1 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$1,104.44 | \$0.00 | \$1,104.44 |
| Year 1 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$1,706.84 | \$0.00 | \$1,706.84 |
| Year 1 | H00001 | AB4 Camera Bundle | 40 | \$3,409.58 | \$0.00 | \$3,409.58 |
| Year 1 | H00001 | AB4 Camera Bundle | 5 | \$426.20 | \$0.00 | \$426.20 |
| Year 1 | H00002 | AB4 Multi Bay Dock Bundle | 5 | \$822.73 | \$0.00 | \$822.73 |
| Year 1 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | \$46,763.11 | \$0.00 | \$46,763.11 |
| Year 1 | ProLicense | Pro License Bundle | 10 | \$2,597.57 | \$0.00 | \$2,597.57 |
| Invoice Upon Fulfillment | 100552 | TRANSFER CREDIT - GOODS | 1 | \$11,486.02 | \$0.00 | \$11,486.02 |
| Total | | | | \$70,860.52 | \$0.00 | \$70,860.52 |

| Feb 2025 | | | | | | |
|--------------------------|----------|---------------------------------|-----|---------------|---------------|---------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Invoice Upon Fulfillment | BWCamTAP | Body Worn Camera TAP Bundle | 5 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$0.00 | \$0.00 | \$0.00 |

| Jan 2026 | | | | | | |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | \$394.70 | \$0.00 | \$394.70 |
| Year 2 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$224.90 | \$0.00 | \$224.90 |
| Year 2 | 73680 | AXON RESPOND PLUS - LICENSE | 5 | \$1,449.26 | \$0.00 | \$1,449.26 |
| Year 2 | 85144 | AXON BODY - PSO - STARTER | 1 | \$1,349.40 | \$0.00 | \$1,349.40 |
| Year 2 | BWCamTAP | Body Worn Camera TAP Bundle | 5 | \$2,280.49 | \$0.00 | \$2,280.49 |
| Year 2 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,473.98 | \$0.00 | \$2,473.98 |
| Year 2 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,823.38 | \$0.00 | \$3,823.38 |
| Year 2 | H00001 | AB4 Camera Bundle | 5 | \$954.70 | \$0.00 | \$954.70 |
| Year 2 | H00001 | AB4 Camera Bundle | 40 | \$7,637.60 | \$0.00 | \$7,637.60 |
| Year 2 | H00002 | AB4 Multi Bay Dock Bundle | 5 | \$1,842.95 | \$0.00 | \$1,842.95 |
| Year 2 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | \$104,751.23 | \$0.00 | \$104,751.23 |
| Year 2 | ProLicense | Pro License Bundle | 10 | \$5,818.66 | \$0.00 | \$5,818.66 |
| Total | | | | \$133,001.25 | \$0.00 | \$133,001.25 |

Jan 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 3 | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | \$394.70 | \$0.00 | \$394.70 |
| Year 3 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$224.90 | \$0.00 | \$224.90 |
| Year 3 | 73680 | AXON RESPOND PLUS - LICENSE | 5 | \$1,449.26 | \$0.00 | \$1,449.26 |
| Year 3 | 85144 | AXON BODY - PSO - STARTER | 1 | \$1,349.40 | \$0.00 | \$1,349.40 |
| Year 3 | BWCamTAP | Body Worn Camera TAP Bundle | 5 | \$2,280.49 | \$0.00 | \$2,280.49 |
| Year 3 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,473.98 | \$0.00 | \$2,473.98 |
| Year 3 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,823.38 | \$0.00 | \$3,823.38 |
| Year 3 | H00001 | AB4 Camera Bundle | 5 | \$954.70 | \$0.00 | \$954.70 |
| Year 3 | H00001 | AB4 Camera Bundle | 40 | \$7,637.60 | \$0.00 | \$7,637.60 |
| Year 3 | H00002 | AB4 Multi Bay Dock Bundle | 5 | \$1,842.95 | \$0.00 | \$1,842.95 |
| Year 3 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | \$104,751.23 | \$0.00 | \$104,751.23 |
| Year 3 | ProLicense | Pro License Bundle | 10 | \$5,818.66 | \$0.00 | \$5,818.66 |
| Total | | | | \$133,001.25 | \$0.00 | \$133,001.25 |

Jan 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 4 | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | \$394.70 | \$0.00 | \$394.70 |
| Year 4 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$224.90 | \$0.00 | \$224.90 |
| Year 4 | 73680 | AXON RESPOND PLUS - LICENSE | 5 | \$1,449.26 | \$0.00 | \$1,449.26 |
| Year 4 | 85144 | AXON BODY - PSO - STARTER | 1 | \$1,349.40 | \$0.00 | \$1,349.40 |
| Year 4 | BWCamTAP | Body Worn Camera TAP Bundle | 5 | \$2,280.49 | \$0.00 | \$2,280.49 |
| Year 4 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,473.98 | \$0.00 | \$2,473.98 |
| Year 4 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,823.38 | \$0.00 | \$3,823.38 |
| Year 4 | H00001 | AB4 Camera Bundle | 5 | \$954.70 | \$0.00 | \$954.70 |
| Year 4 | H00001 | AB4 Camera Bundle | 40 | \$7,637.60 | \$0.00 | \$7,637.60 |
| Year 4 | H00002 | AB4 Multi Bay Dock Bundle | 5 | \$1,842.95 | \$0.00 | \$1,842.95 |
| Year 4 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | \$104,751.23 | \$0.00 | \$104,751.23 |
| Year 4 | ProLicense | Pro License Bundle | 10 | \$5,818.66 | \$0.00 | \$5,818.66 |
| Total | | | | \$133,001.25 | \$0.00 | \$133,001.25 |

Jan 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|------------|--|-----|---------------------|---------------|---------------------|
| Year 5 | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 45 | \$394.70 | \$0.00 | \$394.70 |
| Year 5 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | \$224.90 | \$0.00 | \$224.90 |
| Year 5 | 73680 | AXON RESPOND PLUS - LICENSE | 5 | \$1,449.26 | \$0.00 | \$1,449.26 |
| Year 5 | 85144 | AXON BODY - PSO - STARTER | 1 | \$1,349.40 | \$0.00 | \$1,349.40 |
| Year 5 | BWCamTAP | Body Worn Camera TAP Bundle | 5 | \$2,280.49 | \$0.00 | \$2,280.49 |
| Year 5 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 1 | \$2,473.98 | \$0.00 | \$2,473.98 |
| Year 5 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,823.38 | \$0.00 | \$3,823.38 |
| Year 5 | H00001 | AB4 Camera Bundle | 40 | \$7,637.60 | \$0.00 | \$7,637.60 |
| Year 5 | H00001 | AB4 Camera Bundle | 5 | \$954.70 | \$0.00 | \$954.70 |
| Year 5 | H00002 | AB4 Multi Bay Dock Bundle | 5 | \$1,842.95 | \$0.00 | \$1,842.95 |
| Year 5 | M00010 | BUNDLE - OFFICER SAFETY PLAN 10 | 40 | \$104,751.23 | \$0.00 | \$104,751.23 |
| Year 5 | ProLicense | Pro License Bundle | 10 | \$5,818.66 | \$0.00 | \$5,818.66 |
| Total | | | | \$133,001.25 | \$0.00 | \$133,001.25 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-309598, Q-258506

Agency is terminating those contracts effective 02/01/2025. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$11,486.02 to the quote for delivered but unpaid items.

Signature

Date Signed

9/9/2024





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-561314-45544.950TC

Issued: 09/09/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 459198

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Gardner Police Dept. -KS 16540 S Moonlight Rd Gardner, KS 66030-2543 USA | Gardner Police Dept. -KS 16540 S Moonlight Rd Gardner KS 66030-2543 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|
| Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200 | Zachary Roberts Phone: 9138567312 Email: zroberts@gardnerkansas.gov Fax: |

Quote Summary

| | |
|------------------------|--------------|
| Program Length | 60 Months |
| TOTAL COST | \$181,045.80 |
| ESTIMATED TOTAL W/ TAX | \$181,045.80 |

Discount Summary

| | |
|--------------------------|-------------|
| Average Savings Per Year | \$11,561.68 |
| TOTAL SAVINGS | \$57,808.40 |

Payment Summary

| Date | Subtotal | Tax | Total |
|----------|--------------|--------|--------------|
| Jan 2025 | \$21,725.48 | \$0.00 | \$21,725.48 |
| Jan 2026 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Jan 2027 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Jan 2028 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Jan 2029 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Total | \$181,045.80 | \$0.00 | \$181,045.80 |

| | |
|------------------------|--------------|
| Quote Unbundled Price: | \$238,854.20 |
| Quote List Price: | \$219,026.60 |
| Quote Subtotal: | \$181,045.80 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|---|-----|------|-----------|------------|-----------|--------------|--------|--------------|
| Program | | | | | | | | | |
| Fleet3A | Fleet 3 Advanced | 13 | 60 | \$279.99 | \$254.57 | \$232.11 | \$181,045.80 | \$0.00 | \$181,045.80 |
| A la Carte Hardware | | | | | | | | | |
| 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | | | \$1,449.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | | | \$110.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | | | \$15.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | | | \$181,045.80 | \$0.00 | \$181,045.80 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|------------------|--------|---|-----|-------------------|-------------------------|
| Fleet 3 Advanced | 70112 | AXON SIGNAL - SIGNAL UNIT | 13 | 1 | 01/01/2025 |
| Fleet 3 Advanced | 72036 | AXON FLEET 3 - STANDARD 2 CAMERA KIT | 13 | 1 | 01/01/2025 |
| A la Carte | 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | 1 | 01/01/2025 |
| A la Carte | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | 1 | 01/01/2025 |
| A la Carte | 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | 1 | 01/01/2025 |
| Fleet 3 Advanced | 72040 | AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT | 13 | 1 | 01/01/2030 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Advanced | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE | 13 | 02/01/2025 | 01/31/2030 |
| Fleet 3 Advanced | 80401 | AXON FLEET 3 - ALPR LICENSE - 1 CAMERA | 13 | 02/01/2025 | 01/31/2030 |
| Fleet 3 Advanced | 80402 | AXON RESPOND - LICENSE - FLEET 3 | 13 | 02/01/2025 | 01/31/2030 |
| Fleet 3 Advanced | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 26 | 02/01/2025 | 01/31/2030 |

Services

| Bundle | Item | Description | QTY |
|------------------|-------|---|-----|
| Fleet 3 Advanced | 73391 | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 13 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------|------|-------------|-----|----------------------|--------------------|
|--------|------|-------------|-----|----------------------|--------------------|

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------|-------|--|-----|----------------------|--------------------|
| Fleet 3 Advanced | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT | 13 | 01/01/2026 | 01/31/2030 |
| Fleet 3 Advanced | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 13 | 01/01/2026 | 01/31/2030 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|----------------------|---------|-------|------------|---------|
| 1 | 16540 S Moonlight Rd | Gardner | KS | 66030-2543 | USA |

Payment Details

Jan 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|---------|---|-----|--------------------|---------------|--------------------|
| Year 1 | 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | Fleet3A | Fleet 3 Advanced | 13 | \$21,725.48 | \$0.00 | \$21,725.48 |
| Total | | | | \$21,725.48 | \$0.00 | \$21,725.48 |

Jan 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|---------|---|-----|--------------------|---------------|--------------------|
| Year 2 | 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | Fleet3A | Fleet 3 Advanced | 13 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Total | | | | \$39,830.08 | \$0.00 | \$39,830.08 |

Jan 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|---------|---|-----|--------------------|---------------|--------------------|
| Year 3 | 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | Fleet3A | Fleet 3 Advanced | 13 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Total | | | | \$39,830.08 | \$0.00 | \$39,830.08 |

Jan 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|---------|---|-----|--------------------|---------------|--------------------|
| Year 4 | 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | Fleet3A | Fleet 3 Advanced | 13 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Total | | | | \$39,830.08 | \$0.00 | \$39,830.08 |

Jan 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|---------|---|-----|--------------------|---------------|--------------------|
| Year 5 | 100971 | AXON FLEET - AIRGAIN ANT - 5-IN-1 INT 2LTE/5G 2WIFI 1GNSS | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | 100989 | AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | 72048 | AXON FLEET 3 - SIM INSERTION - ATT | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | Fleet3A | Fleet 3 Advanced | 13 | \$39,830.08 | \$0.00 | \$39,830.08 |
| Total | | | | \$39,830.08 | \$0.00 | \$39,830.08 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/9/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Gardner Police Dept. -KS the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-561828-45544.952TC

Issued: 09/09/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 04/01/2025

Account Number: 459198

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|--|
| Gardner Police Dept. -KS 16540 S Moonlight Rd Gardner, KS 66030-2543 USA | Gardner Police Dept. -KS 16540 S Moonlight Rd Gardner KS 66030-2543 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|
| Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200 | Zachary Roberts Phone: 9138567312 Email: zroberts@gardnerkansas.gov Fax: |

Quote Summary

| | |
|------------------------|--------------|
| Program Length | 60 Months |
| TOTAL COST | \$141,365.38 |
| ESTIMATED TOTAL W/ TAX | \$141,365.38 |

Discount Summary

| | |
|--------------------------|-------------|
| Average Savings Per Year | \$2,796.23 |
| TOTAL SAVINGS | \$13,981.17 |

Payment Summary

| Date | Subtotal | Tax | Total |
|----------|--------------|--------|--------------|
| Mar 2025 | \$15,550.18 | \$0.00 | \$15,550.18 |
| Mar 2026 | \$31,453.80 | \$0.00 | \$31,453.80 |
| Mar 2027 | \$31,453.80 | \$0.00 | \$31,453.80 |
| Mar 2028 | \$31,453.80 | \$0.00 | \$31,453.80 |
| Mar 2029 | \$31,453.80 | \$0.00 | \$31,453.80 |
| Total | \$141,365.38 | \$0.00 | \$141,365.38 |

Quote Unbundled Price: \$155,346.55
 Quote List Price: \$155,346.55
 Quote Subtotal: \$141,365.38

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|------------------------------|--|-----|------|-----------|------------|------------|---------------------|---------------|---------------------|
| A la Carte Hardware | | | | | | | | | |
| 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | | | \$1,137.03 | \$1,137.03 | \$3,411.09 | \$0.00 | \$3,411.09 |
| 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | | | \$243.31 | \$243.31 | \$1,703.17 | \$0.00 | \$1,703.17 |
| 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | | | \$992.92 | \$992.92 | \$6,950.44 | \$0.00 | \$6,950.44 |
| 50294 | AXON INTERVIEW - SERVER - LITE | 2 | | | \$3,722.47 | \$3,722.47 | \$7,444.94 | \$0.00 | \$7,444.94 |
| 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | | | \$3,286.23 | \$3,286.23 | \$9,858.69 | \$0.00 | \$9,858.69 |
| A la Carte Software | | | | | | | | | |
| 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | 60 | | \$1,750.00 | \$1,750.00 | \$3,500.00 | \$0.00 | \$3,500.00 |
| 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | 60 | | \$32.98 | \$32.98 | \$3,957.60 | \$0.00 | \$3,957.60 |
| 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | 60 | | \$1,500.00 | \$1,500.00 | \$4,500.00 | \$0.00 | \$4,500.00 |
| 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | 60 | | \$28.21 | \$28.21 | \$5,077.80 | \$0.00 | \$5,077.80 |
| 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | 60 | | \$111.75 | \$78.46 | \$32,953.83 | \$0.00 | \$32,953.83 |
| A la Carte Services | | | | | | | | | |
| 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 | | | \$7,450.00 | \$7,450.00 | \$52,150.00 | \$0.00 | \$52,150.00 |
| A la Carte Warranties | | | | | | | | | |
| 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | 49 | | \$28.74 | \$28.74 | \$9,857.82 | \$0.00 | \$9,857.82 |
| Total | | | | | | | \$141,365.38 | \$0.00 | \$141,365.38 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|------------|-------|---|-----|-------------------|-------------------------|
| A la Carte | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | 1 | 03/01/2025 |
| A la Carte | 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | 1 | 03/01/2025 |
| A la Carte | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | 1 | 03/01/2025 |
| A la Carte | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | 1 | 03/01/2025 |
| A la Carte | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | 1 | 03/01/2025 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|---|-----|----------------------|--------------------|
| A la Carte | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL- | 3 | 04/01/2025 | 03/31/2030 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|--|-----|----------------------|--------------------|
| | | PC | | | |
| A la Carte | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | 04/01/2025 | 03/31/2030 |
| A la Carte | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | 04/01/2025 | 03/31/2030 |
| A la Carte | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | 04/01/2025 | 03/31/2030 |
| A la Carte | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | 04/01/2025 | 03/31/2030 |

Services

| Bundle | Item | Description | QTY |
|------------|-------|---|-----|
| A la Carte | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|-------------------------------|-----|----------------------|--------------------|
| A la Carte | 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | 03/01/2026 | 03/31/2030 |

Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|-----------------|----------------------|---------|-------|------------|---------|
| 1 | 16540 S Moonlight Rd | Gardner | KS | 66030-2543 | USA |

Payment Details

| Mar 2025 | | | | | | |
|--------------|-------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | \$495.00 | \$0.00 | \$495.00 |
| Year 1 | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | \$558.56 | \$0.00 | \$558.56 |
| Year 1 | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | \$385.00 | \$0.00 | \$385.00 |
| Year 1 | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | \$435.34 | \$0.00 | \$435.34 |
| Year 1 | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | \$3,624.92 | \$0.00 | \$3,624.92 |
| Year 1 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | \$187.35 | \$0.00 | \$187.35 |
| Year 1 | 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | \$375.22 | \$0.00 | \$375.22 |
| Year 1 | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | \$818.94 | \$0.00 | \$818.94 |
| Year 1 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | \$764.55 | \$0.00 | \$764.55 |
| Year 1 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | \$1,084.46 | \$0.00 | \$1,084.46 |
| Year 1 | 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | \$1,084.36 | \$0.00 | \$1,084.36 |
| Year 1 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 | \$5,736.48 | \$0.00 | \$5,736.48 |
| Total | | | | \$15,550.18 | \$0.00 | \$15,550.18 |

| Mar 2026 | | | | | | |
|--------------|-------|--|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | \$1,001.25 | \$0.00 | \$1,001.25 |
| Year 2 | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | \$1,129.81 | \$0.00 | \$1,129.81 |
| Year 2 | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | \$778.75 | \$0.00 | \$778.75 |
| Year 2 | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | \$880.57 | \$0.00 | \$880.57 |
| Year 2 | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | \$7,332.23 | \$0.00 | \$7,332.23 |
| Year 2 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | \$378.96 | \$0.00 | \$378.96 |
| Year 2 | 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | \$758.97 | \$0.00 | \$758.97 |
| Year 2 | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | \$1,656.50 | \$0.00 | \$1,656.50 |
| Year 2 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | \$1,546.47 | \$0.00 | \$1,546.47 |
| Year 2 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | \$2,193.56 | \$0.00 | \$2,193.56 |
| Year 2 | 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | \$2,193.36 | \$0.00 | \$2,193.36 |
| Year 2 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 | \$11,603.37 | \$0.00 | \$11,603.37 |
| Total | | | | \$31,453.80 | \$0.00 | \$31,453.80 |

| Mar 2027 | | | | | | |
|--------------|-------|--|-----|------------|--------|------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 3 | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | \$1,001.25 | \$0.00 | \$1,001.25 |
| Year 3 | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | \$1,129.81 | \$0.00 | \$1,129.81 |
| Year 3 | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | \$778.75 | \$0.00 | \$778.75 |
| Year 3 | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | \$880.57 | \$0.00 | \$880.57 |
| Year 3 | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | \$7,332.23 | \$0.00 | \$7,332.23 |
| Year 3 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | \$378.96 | \$0.00 | \$378.96 |
| Year 3 | 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | \$758.97 | \$0.00 | \$758.97 |

Mar 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-------|---|-----|--------------------|---------------|--------------------|
| Year 3 | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | \$1,656.50 | \$0.00 | \$1,656.50 |
| Year 3 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | \$1,546.47 | \$0.00 | \$1,546.47 |
| Year 3 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | \$2,193.56 | \$0.00 | \$2,193.56 |
| Year 3 | 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | \$2,193.36 | \$0.00 | \$2,193.36 |
| Year 3 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 | \$11,603.37 | \$0.00 | \$11,603.37 |
| Total | | | | \$31,453.80 | \$0.00 | \$31,453.80 |

Mar 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-------|--|-----|--------------------|---------------|--------------------|
| Year 4 | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | \$1,001.25 | \$0.00 | \$1,001.25 |
| Year 4 | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | \$1,129.81 | \$0.00 | \$1,129.81 |
| Year 4 | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | \$778.75 | \$0.00 | \$778.75 |
| Year 4 | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | \$880.57 | \$0.00 | \$880.57 |
| Year 4 | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | \$7,332.23 | \$0.00 | \$7,332.23 |
| Year 4 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | \$378.96 | \$0.00 | \$378.96 |
| Year 4 | 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | \$758.97 | \$0.00 | \$758.97 |
| Year 4 | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | \$1,656.50 | \$0.00 | \$1,656.50 |
| Year 4 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | \$1,546.47 | \$0.00 | \$1,546.47 |
| Year 4 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | \$2,193.56 | \$0.00 | \$2,193.56 |
| Year 4 | 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | \$2,193.36 | \$0.00 | \$2,193.36 |
| Year 4 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 | \$11,603.37 | \$0.00 | \$11,603.37 |
| Total | | | | \$31,453.80 | \$0.00 | \$31,453.80 |

Mar 2029

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-------|--|-----|--------------------|---------------|--------------------|
| Year 5 | 50037 | AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC | 3 | \$1,001.25 | \$0.00 | \$1,001.25 |
| Year 5 | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL | 3 | \$1,129.81 | \$0.00 | \$1,129.81 |
| Year 5 | 50041 | AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER | 2 | \$778.75 | \$0.00 | \$778.75 |
| Year 5 | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER | 2 | \$880.57 | \$0.00 | \$880.57 |
| Year 5 | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED | 7 | \$7,332.23 | \$0.00 | \$7,332.23 |
| Year 5 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC) | 7 | \$378.96 | \$0.00 | \$378.96 |
| Year 5 | 50220 | AXON INTERVIEW - POE SWITCH - 8 PORT | 3 | \$758.97 | \$0.00 | \$758.97 |
| Year 5 | 50294 | AXON INTERVIEW - SERVER - LITE | 2 | \$1,656.50 | \$0.00 | \$1,656.50 |
| Year 5 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME | 7 | \$1,546.47 | \$0.00 | \$1,546.47 |
| Year 5 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO | 3 | \$2,193.56 | \$0.00 | \$2,193.56 |
| Year 5 | 50448 | AXON INTERVIEW - EXT WARRANTY | 7 | \$2,193.36 | \$0.00 | \$2,193.36 |
| Year 5 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM) | 7 | \$11,603.37 | \$0.00 | \$11,603.37 |
| Total | | | | \$31,453.80 | \$0.00 | \$31,453.80 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/9/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Gardner Police Dept. -KS the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

9/9/2024

To: *Gardner PD - KS*

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



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SCOTTSDALE, ARIZONA 85255

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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



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SCOTTSDALE, ARIZONA 85255

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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



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- function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010



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- Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023



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Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology



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Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational



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- awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform



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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without



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- creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,



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troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash



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- Produce detailed written reports via interactive PDF with embedded video and image content within iINPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered iINPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200



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2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112



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14. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018



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- Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
 - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
 - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
 - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.



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2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10

¹ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



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SCOTTSDALE, ARIZONA 85255

AXON.COM

- certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
 16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
 17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
 18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
 19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
 20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
 21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
 22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.



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SCOTTSDALE, ARIZONA 85255

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| | |
|---|---|
| SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS | SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS |
| <p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p> | <p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p> |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

**AXON OSP BUNDLE WITH
FLEET, INTERVIEW ROOM
AND AIR SOLUTIONS
5 YEAR QUOTE SUMMARY**

Gardner Police Department - KS

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255

Main Contacts:

Axon:

Travis Cole
Senior Axon/TASER Account Manager
480-463-2200
tcole@axon.com



Dear Gardner PD and City Administration,

Outfitting City of Gardner's officers with a rugged and reliable body-worn camera solution should be a top priority. The system you choose should be designed to help limit false accusations, build trust in your community, and ultimately keep your officers safe. Especially when considering the heightened chances of a lawsuit—or the depletion of valuable time and resources when conducting an investigation—if a body-worn camera is not present at the time of an event.

That is why Axon Enterprise, Inc. (Axon) believes the City should implement our Axon Body 4 body-worn camera and digital evidence management system (DEMS), Axon Evidence, specifically created for law enforcement. Let us provide you with the solutions to help capture, manage, and store your evidence, so you can focus on protecting the truth.

With the implementation of our solution, Axon can offer the City:

- ☐ Reliable hardware, including cameras, docks, and accessories, as well as complimentary mobile applications
- ☐ A comprehensive DEMS that makes sharing, managing, and redacting evidence simple
- ☐ Technical support focused on customer success pre- and post-deployment

Axon currently partners with more than 17,000 agencies around the world to deliver innovative hardware and software solutions built for the public safety sector. With a dedicated research and development department and budget, we are focused on supporting our current technology and improving it for the future.

Gardner Police Department and Axon Enterprise, Inc. (Axon) would be partnering to deliver a Conducted Energy Weapon (CEW), Body Worn Camera (BWC), In Car Camera, Interview Room, and Axon Air program at a cost of **\$913,790.68** over 5 years. Axon has **\$103,283.48** in discounts included. These discounts are good through **September 30, 2024**. Our goal is to deliver predictable annual spend, and the best technology in order to reduce your agency's liability while increasing your agency's efficiency and most importantly, safety.

The solution created for the Gardner Police Department includes:

BWC Hardware:

- (45) Axon Body 4 Cameras Delivered in Year 1
- (5) Eight Bay Docks Delivered in Year 1
- (50) Magnetic Mounts
- (45) Magnetic Disconnect Cables
- (50) USB-C to USB-C Sync Charging Cables

TASER 10 Hardware:

- (40) TASER 10s with Free Spare, (48) Rechargeable Batteries, with (1) 6 Bay Docking Station
- Training HALT Suit and Ruggedized TARGET
- (20) LIVE Cartridges & (6) HALT Training Cartridges per Officer in Year 1
- (3) LIVE Cartridges & (8) HALT Training Cartridges per Officer in Years 2-5
- (400) Inert Training Cartridges in Upfront Shipment
- Unlimited Duty Cartridge Replacements for Field Use

FLEET Hardware:

- (13) Fleet 3 Advanced In Car Camera Kits, including Antennas and Necessary Equipment
- (13) In Car Signal Units to Allow for Auto-Activations
- (13) Cradlepoint Routers R920 + 5YR Net Motion

INTERVIEW ROOM Hardware:

- (7) Interview Room Setups
- (2) On Site Servers
- Cameras, Touch Panels, Mics and all necessary hardware included

Software:

Complete your case with a powerful case management experience, including bulk actions, access controls, and automated suggestions. And save time with efficiency tools like redaction studio, streamlined categorizing, tagging, and case building.

- Unlimited Axon Body Worn Camera Data Storage with Evidence.com for BWC, Fleet & Interview Room solutions
- (50) Professional Evidence.com Licenses for full Axon solution
- Multi-Cam Playback, Redaction Studio, Axon Capture, Axon Device Manager, Axon View
- GPS Location for Every Officer (Respond+) with BWC and Fleet, including all Respond+ including livestreaming, bi-directional communication, Watch Me Button, and critical alerts
- Signal technology built into the TASER 10, auto-activating cameras when TASER is armed
- ALPR Service for next 5 years for all 13 vehicles
- Axon Air Program for (2) Existing DJI Drones at agency

Warranties and Equipment Refresh:

Automatic refresh every 2.5 years for Body Cameras. Minimizing the chance that an officer goes on duty without a camera, includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. Not only protecting your agency today but ensuring it will stay protected in the future.

- 5 Year Warranty on All Axon Devices
- (45) of the Latest BWC at Year 2.5 and Year 5 marks
- All New BWC Docking Stations with Each Camera Refresh
- Fleet 3 Advanced includes hardware refreshed at 5 year mark

Program Products & Features:

Axon Body 4

The Axon Body 4 camera is designed to capture clear admissible video and audio evidence when a user is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high quality audio recordings. When combined, all of these elements help users capture truth in the moment and maintain transparency in the field.

What is TAP?

The Technology Assurance Plan (TAP) is a service plan that combines warranty coverage on your Axon body cameras with automatic refresh units every 2.5 years. Minimizing the chance that an officer goes on duty without a camera, TAP includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. TAP not only protects your agency today—it ensures it will stay protected in the future.

Evidence.com

Axon Evidence is a scalable, cloud-based system that consolidates all of your digital files, making them easy to manage, access, and share. Now you can also know your evidence is securely stored in Microsoft Azure's Government cloud, and that any activity is captured in audit trails to ensure chain of custody and evidence authenticity.

Axon Respond

Axon Respond is a real-time operations platform which integrates real-time situational awareness and unified communications within a modern incident management solution. Harnessing data from sensors in the field, public safety agencies are empowered to know before it's voiced and rapidly coordinate responses with a unified communications platform. This drives faster response times, safer officers and communities as well as the optimal deployment of limited resources.

Axon Signal In Car

Enables events like opening the car door or activating the light bar to alert your cameras to start recording. Ideal for cars, SUVs, and motorcycles.

TASER 10

Through extensive research and customer feedback, Axon has developed our most capable and sophisticated TASER energy weapon to date. TASER 10 has a maximum range of 45 feet and 10 probes, featuring individually targeted probes and any-probe connect. These new capabilities significantly increase accuracy and effectiveness, decreasing the likelihood of escalation to lethal force.

45-FOOT MAXIMUM RANGE: At nearly double the range of previous TASER energy weapons, TASER 10 creates more time and space to de-escalate and resolve conflicts.

10 SINGLE-PROBE CARTRIDGES: 10 single-probe cartridges provide users with up to 9 opportunities to achieve an effective connection and induce neuromuscular incapacitation (NMI).

INDIVIDUALLY TARGETED PROBES: Intuitive single probe deployment allows users to place each probe with precision and accuracy regardless of distance to the subject. Users can also create their own spread up close and at a long range, choosing their preferred target area.

ANY-PROBE CONNECT: Intelligent, any-probe connect with spread optimizer energizes up to 4 probes at once to maximize the effectiveness of the probe deployment.

VR INTEGRATION: Integration with Axon VR allows officers to enhance TASER proficiency, use-of-force decision-making, confidence and accuracy under stress.

AUDIBLE AND VISUAL WARNING ALERT: A bright pulsing light and loud alert sound emit whenever the weapon's Warning Alert is initiated, allowing the user the opportunity to de-escalate without deploying cartridges.

Axon Professional Services:

Axon's Professional Services help introduce our technologies to agencies with the right training and implementation support.

- In Person Configuration of Evidence.com and all Devices and Docks
- In Person Training on Evidence and Axon Workflow
- In Person On Site Uninstall and Install of the Axon In Car System, training department on product and workflow of the system
- In Person Master Instructor on site for train up to five people to be TASER 10 Instructor Certified

The Axon Customer Success Team

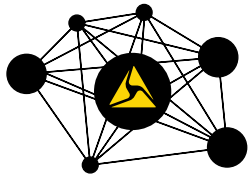
Whenever you purchase an Axon product, we want to ensure that it's easy to use and providing value to your agency. That's why we assign our customers a dedicated Customer Success Team to ensure you always have the tools and information you need. In addition, we offer 24/7, 365 days a year technical support, based out of Scottsdale, Arizona. We are committed to worldclass customer service – the type of service you deserve and should expect in your industry. We deliver for you.



9 REASONS WHY YOU SHOULD CHOOSE AXON



YOUR MISSION EVERY DAY IS TO PROTECT LIFE. SO IS OURS. WE ARE AXON, A TEAM COMMITTED TO PUSHING THE BOUNDARIES OF TECHNOLOGY TO HELP YOU FEEL MORE CONFIDENT IN THE FIELD, AT THE STATION, AND IN COURT.



AXON ECOSYSTEM

Provides seamless end-to-end workflow solutions with connected devices and software, so you can focus on what matters most.



MANUFACTURED IN ARIZONA

All of our products are made at our HQ in Scottsdale.



24/7 CUSTOMER SUPPORT

Plus a dedicated Customer Success Manager to act as your personal advocate.



OUR ROADMAP

Is based on direct feedback from customers to better adapt to their needs.



SEAMLESS INTEGRATIONS

With our strategic partners allow for ease of sharing with no workflow disruptions.



120+ PERSON

Professional Services Team is available for on-site implementation.



WE OFFER PRODUCT TRIALS

Because we are confident you will love our products too.



25,000 AGENCIES

Across the country trust Axon's products to protect life, preserve truth, and accelerate justice.

—1993—

PROTECTING LIFE FOR 3 DECADES

Axon has been focused on protecting life as the trusted name in public safety.

WE ARE TRANSFORMING PUBLIC SAFETY WITH TECHNOLOGY



GARDNER POLICE DEPARTMENT

(45) V700 & (2) M500 EL5 - GPD

02/19/2024

Billing Address:
GARDNER POLICE
DEPARTMENT
16540 MOONLIGHT RD
GARDNER, KS 66030
US

Quote Date:02/19/2024
Expiration Date:05/19/2024
Quote Created By:
Christopher Rivera
Christopher.Rivera@
motorolasolutions.com

End Customer:
GARDNER POLICE DEPARTMENT

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|--------|---------------|---|-----|--------|------------|------------|-----------------|
| V700 | | | | | | | |
| 1 | WGB-0741A | V700 BODY WORN CAMERA FIRSTNET READY | 45 | | \$1,612.50 | \$1,290.00 | \$58,050.00 |
| 2 | WGB-0138A | V300 TRANSFER STATION II | 6 | | \$1,868.75 | \$1,495.00 | \$8,970.00 |
| 3 | WGA00640-KIT1 | V300, USB DOCK, D300, DESK CHGR/UPLD KIT | 4 | | \$250.00 | \$200.00 | \$800.00 |
| 4 | WGA00668-KIT | V300/V700 LOCKING MOLLE MNT WITH BWC BOX | 45 | | Included | Included | Included |
| 5 | SWV07S03593A | SOFTWARE ENHANCEMENTS | 45 | 5 YEAR | Included | Included | Included |
| 6 | LSV07S03512A | ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT | 45 | 5 YEAR | \$713.00 | \$570.40 | \$25,668.00 |
| 7 | WGP02950 | V700 BATTERY, 3.8V, 4180MAH, REMOVABLE | 20 | | \$137.50 | \$110.00 | \$2,200.00 |
| 8 | WGB-0142A | V300 IN-CAR WIFI BASE BUNDLE FOR 4RE | 15 | | \$681.25 | \$545.00 | \$8,175.00 |

M500



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|--------|--|--|-----|--------|-------------|-------------|-----------------|
| 9 | WGW00502 | M500 EXTENDED WARRANTY | 2 | 5 YEAR | \$1,519.00 | \$1,215.20 | \$2,430.40 |
| 10 | WGB-0189A | MTIK CONF KIT,802.11AC,M500POE,5G HZANT | 2 | | \$410.00 | \$328.00 | \$656.00 |
| 11 | WGB-0703A | M500 ICV SYSTEM, V300 WIFI DOCK, SPS* | 2 | | \$7,518.75 | \$6,015.00 | \$12,030.00 |
| 12 | WGP01566-350 | ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ | 1 | | \$250.00 | \$200.00 | \$200.00 |
| 13 | WGP01567 | BRKT KIT POINT UNIVERSAL J-MOUNT | 1 | | \$25.00 | \$20.00 | \$20.00 |
| | VideoManager EL & EX: Video Evidence Management | | | | | | |
| 14 | WGA00421-217 | SVR 16 HDD RAID 6 3U 26-75 5CAL GEN 4. | 1 | | \$13,868.75 | \$11,095.00 | \$11,095.00 |
| 15 | PSV00S03898A | ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT | 1 | | \$20,000.00 | \$16,000.00 | \$16,000.00 |
| 16 | WGA00422-1650 | HD VIDEOMANAGER EL ON-PREM 16TB 6GB/S 7200 RPM 256MB ENT 4KN | 12 | | \$1,243.75 | \$995.00 | \$11,940.00 |
| 17 | WGS00160-2016 | SOFTWARE, SQL SERVER 2016, STD, W /5 CAL | 1 | | Included | Included | Included |
| 18 | WGP02400-500 | LICENSE,VIDEOMANAGER EL ON-PREM SITE LICENSE KEY | 1 | | \$1,250.00 | \$1,000.00 | \$1,000.00 |
| 19 | WGW00140 | EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217)) FULL SERVICE ON SITE, 5-YEAR | 1 | 5 YEAR | \$1,468.75 | \$1,175.00 | \$1,175.00 |
| 20 | WGP02400-520 | VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE* | 45 | 5 YEAR | \$1,218.75 | \$975.00 | \$43,875.00 |



| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|--------|------------|------------|-----------------|
| 21 | WGP02400-510 | VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE | 15 | 5 YEAR | \$1,218.75 | \$975.00 | \$14,625.00 |

Grand Total **\$218,909.40(USD)**

Pricing Summary

| | List Price | Sale Price |
|---|---------------------|---------------------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$186,563.35 | \$148,690.68 |
| Year 2 Subscription Fee | \$21,943.35 | \$17,554.68 |
| Year 3 Subscription Fee | \$21,943.35 | \$17,554.68 |
| Year 4 Subscription Fee | \$21,943.35 | \$17,554.68 |
| Year 5 Subscription Fee | \$21,943.35 | \$17,554.68 |
| Grand Total System Price | \$274,336.75 | \$218,909.40 |



MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customer's Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.





GARDNER POLICE DEPARTMENT

(45) V700 & (2) M500 Cloud - GPD

02/19/2024

Billing Address:
GARDNER POLICE
DEPARTMENT
16540 MOONLIGHT RD
GARDNER, KS 66030
US

Quote Date:02/19/2024
Expiration Date:05/19/2024
Quote Created By:
Christopher Rivera
Christopher.Rivera@
motorolasolutions.com

End Customer:
GARDNER POLICE DEPARTMENT

Payment Terms:30 NET

Summary:

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| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price | Refresh Duration |
|--------------------|-----------------|---|-----|--------|-------------|-------------|-----------------|------------------|
| Video as a Service | | | | | | | | |
| 1 | AAS-BWC-5YR-001 | BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE | 45 | 5 YEAR | \$4,140.00 | \$4,140.00 | \$186,300.00 | |
| 2 | AAS-BWC-XFS-DOC | V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON) | 5 | 5 YEAR | \$1,800.00 | \$1,800.00 | \$9,000.00 | |
| 3 | AAS-BWC-USB-DOC | V300/V700 USB CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON) | 4 | 5 YEAR | \$240.00 | \$240.00 | \$960.00 | |
| 4 | PSV00S03898A | ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT | 1 | | \$20,000.00 | \$44,018.00 | \$44,018.00 | |
| 5 | WGC02001-VAAS | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS* | 45 | 5 YEAR | Included | Included | Included | |



| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price | Refresh Duration |
|--------------------|-----------------|---|-----|--------|------------|------------|-----------------|------------------|
| 6 | WGB-0741A | V700 BODY WORN CAMERA FIRSTNET READY | 45 | | Included | Included | Included | 3 YEAR |
| 7 | LSV07S03512A | ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT | 45 | 5 YEAR | Included | Included | Included | |
| 8 | SWV07S03593A | SOFTWARE ENHANCEMENTS | 45 | 5 YEAR | Included | Included | Included | |
| 9 | WGA00668-KIT | V300/V700 LOCKING MOLLE MNT WITH BWC BOX | 45 | | Included | Included | Included | |
| 10 | WGB-0138AAS | VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON) | 6 | | Included | Included | Included | |
| 11 | WGB-0178AAS | VIDEO EQUIPMENT, V300/V700 USB DESKTOP DOCK VAAS (\$4 PER MON) | 4 | | Included | Included | Included | |
| 12 | WGP02950 | V700 BATTERY, 3.8V, 4180MAH, REMOVABLE | 20 | | \$137.50 | \$110.00 | \$2,200.00 | |
| 13 | AAS-BWC-WIF-DOC | V300/V700 WIFI CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON) | 15 | 5 YEAR | \$300.00 | \$300.00 | \$4,500.00 | |
| 14 | WGB-0142AAS | VIDEO EQUIPMENT, V300/V700 WIFI BASE FOR 4RE VAAS (\$5 PER MON) | 15 | | Included | Included | Included | |
| Video as a Service | | | | | | | | |
| 15 | AAS-M5-5YR-001 | M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE* | 2 | 5 YEAR | \$9,900.00 | \$9,900.00 | \$19,800.00 | |
| 16 | AAS-BWC-WIF-DOC | V300/V700 WIFI CHARGE/UPLOAD | 2 | 5 YEAR | \$300.00 | \$300.00 | \$600.00 | |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price | Refresh Duration |
|--------|---------------|--|-----|---------|------------|------------|-----------------|------------------|
| | | DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON) | | | | | | |
| 17 | WGC02002-VAAS | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS* | 2 | 5 YEAR | Included | Included | Included | |
| 18 | WGB-0176AAS | VIDEO EQUIPMENT, V300/V700 WIFI BASE FOR M500 VAAS (\$5 PER MON) | 2 | | Included | Included | Included | |
| 19 | WGB-0700A | VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/PASSENGER CAM* | 2 | | Included | Included | Included | |
| 20 | WGW00502 | M500 EXTENDED WARRANTY | 2 | 5 YEAR | Included | Included | Included | |
| 21 | WGB-0189A | MTIK CONF KIT,802.11AC,M500POE ,5GHZANT | 2 | | Included | Included | Included | |
| 22 | WGP01394-001 | CBL, WIFI VHCL ANT MNT, NMO, 17'L | 2 | | Included | Included | Included | |
| 23 | WGP01566-350 | ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ | 1 | | \$250.00 | \$200.00 | \$200.00 | |
| 24 | WGP01567 | BRKT KIT POINT UNIVERSAL J-MOUNT | 1 | | \$25.00 | \$20.00 | \$20.00 | |
| | | VideoManager EL & EX: Video Evidence Management | | | | | | |
| 25 | WGA00421-501 | UPLOAD APPLIANCE, SVR 1U, 60 CONCRNT DEV | 1 | | \$4,812.50 | \$3,850.00 | \$3,850.00 | |
| 26 | WGW00140-100 | EXTENDED WARRANTY, UPLOAD SERVER EL.COM (WGA00421-501), FULL | 1 | 5 YEARS | \$812.50 | \$650.00 | \$650.00 | |



| Line # | Item Number | Description | Qty | Term | List Price | Sale Price | Ext. Sale Price | Refresh Duration |
|--------|-------------|---|-----|--------|------------|------------|-----------------|------------------|
| | | SERVICE ON SITE, 5-YEAR (MONTHS 37-60) | | | | | | |
| 27 | WGC02002 | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS* | 15 | 5 YEAR | \$5,593.75 | \$4,475.00 | \$67,125.00 | |

Grand Total

\$339,223.00(USD)

Pricing Summary

| | List Price | Sale Price |
|---|---------------------|---------------------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$89,013.25 | \$108,075.00 |
| Year 2 Subscription Fee | \$61,175.75 | \$57,787.00 |
| Year 3 Subscription Fee | \$61,175.75 | \$57,787.00 |
| Year 4 Subscription Fee | \$61,175.75 | \$57,787.00 |
| Year 5 Subscription Fee | \$61,175.75 | \$57,787.00 |
| Grand Total System Price | \$333,716.25 | \$339,223.00 |



MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customers Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.



COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: SEPTEMBER 16, 2024

STAFF CONTACT: JAMES PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider authorizing the renewal and upgrade of Microsoft Office GCC G5 Licensing.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Administration, IT

Staff Recommendation:

Staff recommends authorizing the renewal of Microsoft Office Licensing with GoFullCloud

Background/Description of Item:

Bid tabulations are as follows:

| Vendor | Product | Total Bid |
|-------------|-----------|--------------|
| ConvergeOne | MS Office | \$121,600.00 |
| GoFullCloud | MS Office | \$109,440.00 |
| Dell | MS Office | \$119,992.00 |

All vendors met bid specifications.

In today's digital landscape, cybersecurity threats are evolving at an unprecedented pace. The rise of sophisticated cyberattacks, such as ransomware, phishing, and AI-generated threats, poses significant risks to our networks and data integrity. In 2023 alone, ransomware affected 66% of organizations, with a 400% increase in IoT malware attacks. These threats are not only becoming more frequent but also more complex, leveraging advanced technologies to bypass traditional security measures.

Our network infrastructure, while currently secure, is increasingly vulnerable to these emerging threats. Cybercriminals are exploiting vulnerabilities in outdated software, using stolen credentials, and launching sophisticated phishing campaigns to gain unauthorized access to our systems. The IT Department is notified by city staff of phishing attempts almost daily and as you know has been notified by DHS and the FBI of attempts to gain access to our network. Those attempts were unsuccessful due to the response and actions of the IT Department, nonetheless the effects of such breaches can be extremely damaging, leading to data loss, financial damage, and a loss of trust from our citizens and businesses in the city. We also need to consider that we are unique in that we have our own utilities, a breach to which could have unimaginable consequences and costs.

To proactively address these challenges, it is essential that we upgrade our Microsoft licensing. Microsoft's latest security features, including advanced threat protection, multi-factor authentication (which we already have in place), and real-time threat intelligence, are designed to counteract these sophisticated attacks. By upgrading our licensing, we can leverage these

cutting-edge tools to enhance our security posture, ensuring that our networks are resilient against current and future threats. Additionally, the integration of AI-driven security solutions within Microsoft's ecosystem provides us with the ability to detect and respond to threats in real-time. This proactive approach not only mitigates risks but also ensures compliance with emerging cybersecurity regulations, safeguarding our organization's reputation and operational continuity.

In short, the increasing cybersecurity threats necessitate a strategic upgrade to our Microsoft licensing. By doing so, we can fortify our defenses, protect our critical assets, and maintain the trust of our citizens and local businesses in an ever-evolving digital world.

Financial Impact:

Funds for this software are available from the IT Budget.

Staff Recommendation:

Authorize the renewal of Microsoft Office licensing so staff may continue to utilize Microsoft services.

Microsoft 365 offers various subscription plans tailored to different business needs, with G3 and G5 being two of the most popular options in the enterprise space. Below is a comparison of the business benefits associated with each, focusing on the features that differentiate them.

1. Core Services (Common to Both)

Both Microsoft 365 G3 and G5 include core services that are essential for most businesses:

- **Office Applications:** Word, Excel, PowerPoint, Outlook, Access (PC only), and Publisher (PC only).
- **Email and Calendar:** Exchange Online with 100 GB mailbox per user.
- **Team Collaboration:** Microsoft Teams, SharePoint, and OneDrive with 1 TB of storage per user.
- **Device Management:** Intune for mobile device and app management.
- **Security and Compliance:** Basic threat protection, data loss prevention (DLP), and Microsoft 365 security and compliance center access.

2. Security and Compliance

The G5 plan significantly enhances security and compliance capabilities, making it ideal for organizations with more stringent regulatory requirements.

- **G3:**
 - **Basic Threat Protection:** Includes Microsoft Defender for Office 365 Plan 1, offering protection against phishing, malware, and other advanced threats.
 - **Compliance:** Standard auditing, eDiscovery, and DLP capabilities.
- **G5:**
 - **Advanced Threat Protection:** Microsoft Defender for Office 365 Plan 2, which includes advanced threat investigation, response, and automated incident response.
 - **Azure Active Directory Premium P2:** Provides advanced identity protection, including risk-based conditional access, identity protection, and privileged identity management.
 - **Advanced Compliance:** Includes Advanced eDiscovery, Advanced Auditing, Customer Key for tenant key management, and Insider Risk Management.

These features are crucial for organizations that need to maintain rigorous compliance standards and respond swiftly to legal or security incidents.

3. Analytics and Insights

G5 includes advanced analytics tools that are not available in G3, making it valuable for organizations that require detailed insights into their operations.

- **G3:** Offers basic reporting and analytics capabilities via standard tools like Microsoft MyAnalytics and Power BI (free version).
- **G5:**
 - **Power BI Pro:** Included in G5, offering advanced data analytics, sharing, and collaboration across the organization.
 - **Microsoft Viva Insights** (formerly Workplace Analytics): Provides deeper insights into employee productivity and well-being, helping organizations optimize work habits and improve employee satisfaction.

4. Telephony and Voice Features

The G5 plan is distinguished by its advanced telephony and voice capabilities, which can be a significant advantage for businesses relying on VoIP or needing comprehensive communication tools.

- **G3:** Offers Microsoft Teams for communication but lacks advanced calling features.
- **G5:**
 - **Phone System:** Enterprise-grade calling features, including cloud-based PBX, call control, and auto attendants.
 - **Audio Conferencing:** Includes dial-in conferencing options, allowing participants to join Teams meetings via a phone line, which is crucial for remote or mobile users.
 - **Calling Plans:** With G5, businesses can integrate Microsoft's calling plans for a fully managed VoIP service, though this typically involves additional costs.

5. Cost Considerations

- **G3:** Generally, G3 is less expensive, making it a better option for organizations that need robust productivity and security tools but do not require the advanced features found in G5.

- **G5:** Comes at a premium price but offers significant value with its enhanced security, compliance, analytics, and communication tools. It is ideal for larger enterprises or those in highly regulated industries.

6. Decision Criteria

- **When to Choose G3:**
 - Businesses that need comprehensive productivity tools with basic security and compliance features.
 - Organizations that do not require advanced threat protection, analytics, or telephony.
 - Companies looking for cost-effective solutions without sacrificing essential features.
- **When to Choose G5:**
 - Enterprises needing advanced security, compliance, and identity management.
 - Businesses that require in-depth analytics for decision-making.
 - Organizations that want a fully integrated communication solution, including VoIP and conferencing.

Summary

- **Microsoft 365 G3** offers a balanced mix of productivity, security, and compliance tools, suitable for most businesses.
- **Microsoft 365 G5** enhances these capabilities significantly, providing advanced security, compliance, analytics, and communication tools, which are ideal for large or highly regulated organizations.

The choice between G3 and G5 often boils down to the specific needs of the organization, especially concerning security, compliance, and communication infrastructure.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 6

MEETING DATE: SEPTEMBER 16, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

SHANNON TEMPLETON, HUMAN RESOURCES MANAGER

Agenda Item: Consider authorizing the City Administrator to execute an agreement with Remodel Health to serve as the Third Party Administrator for the City's Individual Care Health Reimbursement Arrangement (ICHRA)

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Authorize the City Administrator to execute an agreement with Remodel Health

Background/Description of Item:

CBIZ, the City's employee benefits consultant and broker, solicited proposals for a new Third Party Administrator (TPA) for the City's Individual Care Health Reimbursement Arrangement (ICHRA). CBIZ received proposals from 3 companies. City staff and CBIZ interviewed all three potential Third Party Administrators. The proposals were evaluated on a combination of responsiveness, cost, employee experience, implementation process, and company experience with ICHRA.

City staff and CBIZ are recommending Remodel Health to serve as the City's new Third Party Administrator.

Financial Impact:

Remodel Health's total fees are calculated on an annualized per user per month rate of \$65. The total estimated cost for 2025 is \$105,700.

Attachments:

- Remodel Health contract

Suggested Motion:

Authorize the City Administrator to execute an agreement with Remodel Health to serve as the Third Party Administrator for the City's Individual Care Health Reimbursement Arrangement (ICHRA)

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

| Title | Revision | ID |
|--|----------|--------------------------|
| Master Services Agreement | 2 | 66e2dcbf24bbc2bc9a60585d |
| ICHRA+ Order Form/SOW and Bank Draft Authorization | 1 | 66cf8d328c0cbf70c31d3385 |

Contracts signed by:

Scott Pittman
Account Executive,
Remodel Health

Signer ID: scott.pittman@remodelhealth.com
Email: scott.pittman@remodelhealth.com

Party has not signed the contracts yet.

James Pruetting
City of Gardner

Signer ID: jpruetting@gardnerkansas.gov
Email: jpruetting@gardnerkansas.gov

Party has not signed the contracts yet.

Contracts have not been signed by all parties.

Master Services Agreement

This Master Services Agreement, dated as of January 1, 2025 (the "Effective Date"), is entered into by and between Remodel Health Holdings, Inc. d/b/a Remodel Health ("Remodel Health"), a Delaware Corporation with a notice address of 525 South Meridian Street, Suite 3B, Indianapolis, Indiana 46225, and City of Gardner, a(n) Kansas Municipality with the notice address set forth in the signature block below ("Employer") (each a "Party" and together the "Parties" to this Agreement).

1. Definitions.

"Affiliate" means any other individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity that is at any time during the term of this Agreement, directly or indirectly, through one or more intermediaries, controls, under common control with, or is controlled by, a Party to this Agreement. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of an entity.

"Agreement" means this Master Services Agreement, including, without limitation, the [Terms of Use](#) set forth on Remodel Health's website, the [Privacy Policy](#) set forth on Remodel Health's website, all Exhibits attached hereto, and all terms, conditions, rights and obligations set forth herein. Each of the foregoing have hereby been incorporated into and made part of this Agreement by reference.

"Claims" means all claims, liabilities, damages, losses, fines, penalties, assessments, settlements, payments, costs, and expenses, including but not limited to court costs and attorneys' fees.

"Confidential Information" means (i) all Personal Information; (ii) all non-public, confidential, or proprietary information (whether verbal, written, electronic, or in another form of media) disclosed by or on behalf of one party ("Disclosing Party") to, or otherwise received by or on behalf of, the other party ("Recipient") in connection with this Agreement, before, on or after the Effective Date, that is marked, designated, or otherwise identified as confidential, proprietary, or similarly, or would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Disclosing

Party's business; and (iii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials ("Notes"), in each case that are prepared by or for Recipient that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing. Other than Personal Information, which shall always be considered Confidential Information, Confidential Information does not include any information that: (a) at the time of disclosure is, or thereafter becomes, generally available to or known by the public, other than as a result of, directly or indirectly, any breach of this Agreement by Recipient; (b) at the time of disclosure is, or thereafter becomes, available to Recipient on a non-confidential basis from a third-party source; (c) was known by or in the possession of Recipient on a non-confidential basis, as established by documentary evidence, prior to being disclosed by or on behalf of Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information.

"Deliverables" means the tangible materials and discrete machine readable media provided or made available to Employer as a result of the performance of Remodel Health's obligations pursuant to this Agreement.

"Employer Data" means any and all information, data, materials, works, expressions or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Employer for processing by or through the Services pursuant to this Agreement or any Order Form or at the written request or instruction of Employer. For clarity, Employer Data includes all personally identifiable information provided by Employer or developed in connection with this Agreement ("Personal Information"), but expressly excludes all Remodel Health Materials.

"Employer Systems" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Employer or any of its designees.

"Fees" means the fees payable by Employer as consideration for Remodel Health's provisioning Services.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including, without limitation, by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rule, together with all regulations promulgated thereunder.

"Order Form" means an ordering document entered into between Employer and Remodel

Health, the form of which is attached hereto as Exhibit 1, which: (a) specifies certain Services to be provisioned to Employer, (b) incorporates and is governed by this Agreement, and (c) includes any attachments, addenda and supplements thereto. By entering into an Order Form, any of Employer's Affiliates agree to be bound thereunder by this Agreement as "Employer," as if an original Party to this Agreement.

"PHI" means protected health information, as defined in HIPAA.

"Remodel Health Materials" means all Software, devices, documents, data, know-how, methods, processes, hosting services, and other inventions, works, technologies and materials, documentation, computer hardware, programs, reports and specifications, and client software, created by Remodel Health whether prior to or after the Effective Date, created, provided, or used by Remodel Health in connection with performance of its obligations to Employer.

"Remodel Health Systems" means the Software and all other technology infrastructure, electronic systems, databases, computers, software (including database management systems), tools and networks used by or on behalf of Remodel Health in connection with providing the Services.

"Services" means the services provisioned to Employer by or on behalf of Remodel Health pursuant to this Agreement, including without limitation, the Software and any services or products as set forth in an Order Form.

"Software" means any Remodel Health software application(s) or other software made available to Employer or used by Remodel Health in the performance of its obligations pursuant to this Agreement, including without limitation as set forth in the Order Form, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Specification" means any written description of a visual, physical, technical or functional characteristic of any Services set forth in any documentation provided or made available by Remodel Health, including without limitation in any user guide, operating manual or technical document, whether in print or machine readable media, which shall be a minimum requirement for the relevant Service.

2. Services

1. Scope. This Agreement sets forth the terms and conditions under which Remodel Health shall provide the Services as described further in the applicable Order Form. Subject to the terms and conditions of this Agreement, Remodel Health hereby grants to Employer, exercisable by and through their authorized users, a nonexclusive, royalty-free, irrevocable (except as provided herein) and transferable (to the extent set forth in this Agreement), right and license during the term of the applicable Order Form, including any renewals or extensions thereto, to access and use the applicable Service(s) for Employer's internal business purposes. Remodel Health reserves the right, in its sole discretion, at any time to remove, modify, or

cease to offer any Services contemplated hereunder. Any and all Employer's users including any employees, personnel, officers, independent contractors, affiliates, agents, subcontractors, and similar individuals ("Personnel") who access or use the Services must comply with all terms and conditions set forth in this Agreement including all terms, conditions, rights and obligations referenced herein. Employer shall remain solely responsible and liable for all acts and omissions of its Personnel in connection with this Agreement.

2. **Ordering.** All Services to be provisioned by or on behalf of Remodel Health pursuant to this Agreement shall be mutually agreed to in a written Order Form, which shall specify in detail the Software and/or Services to be provisioned, including: (a) a description of the Software and/or Services to be provisioned, including, but not limited to, the significant functional Specifications; (b) the proposed performance schedule; and (c) the Fees for such Software and/or Services. An executed Order Form may be modified only by a written amendment, or a change order document signed by both Parties which refers both to this Agreement and to the associated Order Form ("Change Order").
3. **Restrictions.** Except as and to the extent otherwise authorized by Remodel Health or this Agreement, or as reasonably necessary to make any use of the Services permitted hereunder, Employer shall not, and shall not permit its Personnel to: (a) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the Services; (b) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part, except as and only to the extent this restriction is prohibited by applicable law or such action is taken for purposes of ensuring or assessing interoperability or otherwise qualifies as a "fair use" under US Copyright Act or other applicable law; or (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Services available to any third party.

3. Confidentiality, Security, and Employer Data.

1. Confidential Information. Recipient shall:

- i. protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it would use to protect its own information of a similar nature from access, use, or disclosure, but in no event with less than a reasonable degree of care;
- ii. use and disclose such Confidential Information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available such Confidential Information for its own purposes or for the benefit of anyone other than Disclosing Party without Disclosing Party's prior written consent;
- iii. not disclose any such Confidential Information to any person or entity, except to its Personnel who: (i) need to know the information to assist Recipient, or act on its behalf, in connection with the Agreement; (ii) are informed by Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to Recipient that are substantially similar to those herein;
- iv. promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information or breach of this Section by Recipient or its Personnel, of which Recipient has knowledge or reason to suspect;
- v. fully cooperate with Disclosing Party in any effort undertaken by Disclosing

- Party to enforce its rights related to any such unauthorized disclosure;
- vi. promptly return or destroy the Disclosing Party's information upon its written request, and confirm in writing that such information has been returned or destroyed; and
 - vii. be responsible for any breach of this Section caused by any of its Personnel.
2. **Required Disclosures.** Prior to making any disclosure of Confidential Information of Disclosing Party, whether pursuant to applicable law or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"), such party shall provide Disclosing Party with: (i) prompt written notice (in no event more than three (3) business days after receipt) of such requirement so that it may seek a protective order or other remedy; and (ii) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Recipient remains subject to a Legal Order to disclose any information, (a) it shall not, and shall ensure that its Personnel do not, disclose more than that portion of the information which such Legal Order specifically requires; and (b) shall use reasonable efforts to obtain assurances from the applicable court or agency that such information will be afforded confidential treatment.
 3. **Injunctions.** Recipient acknowledges that any breach of the confidentiality obligations in this Agreement may cause injury to Disclosing Party, for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to seek equitable relief as a remedy for any such breach or threatened breach, and the Recipient hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.
 4. **Security.** During the Term, of this Agreement, Remodel Health shall make reasonable efforts to maintain a formal data protection and security program materially in accordance with industry standards and which is designed to: (i) ensure the security and integrity of Employer Data; (ii) protect against threats or hazards to the security or integrity of Employer Data; and (iii) prevent unauthorized access to Employer Data.
 5. **Access to Employer Data.** In the event the Services require Remodel Health's access to and/or use of any Employer Data, Employer agrees that it shall, without violating any third-party rights and with all appropriate consents,

provide to Remodel Health all Employer Data to the extent necessary for Remodel Health to provide the Services. Employer shall abide by all applicable restrictions and policies of Remodel Health related to such. Employer is solely responsible for obtaining all relevant authorizations, consents, and permissions for the processing of Employer Data by Remodel Health, including, where applicable, approval to use Remodel Health as a data processor, and Employer represents and warrants that it has obtained the same with respect to any Personal Information. Employer shall indemnify, defend, and hold Remodel Health harmless from any and all Claims based upon, relating to, or arising out of Employer Data or Employer's breach of any representation or warranty in this Section 2.

4. Proprietary Rights.

1. **Ownership of Data.** Remodel Health acknowledges that Employer shall remain the owner of all right, title and interest in Employer Data. Notwithstanding the foregoing, Employer hereby grants Remodel Health a perpetual, irrevocable, royalty-free, fully-paid up, non-exclusive, transferable, and sublicensable license to execute, reproduce, access, copy, display, perform, distribute, prepare derivative works of, and otherwise use Employer Data for its business purposes on an aggregated, anonymized basis for research, publications, development/testing of new capabilities, and other business purposes.
2. **Intellectual Property Rights.** Subject to the rights and licenses granted by Remodel Health in this Agreement, Remodel Health and its licensors reserve and retain their entire right, title and interest in and to all any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world ("Intellectual Property Rights") in the Remodel Health Materials; and none of Employer, Employer Affiliates or users acquire any ownership or Intellectual Property Rights in or to the Remodel Health Materials as a result of an Order Form. Notwithstanding the foregoing, Remodel Health acknowledges and agrees that neither Remodel Health nor its licensors shall make any claim to ownership or rights with respect to Deliverables. Remodel Health hereby grants to Employer a perpetual, irrevocable, royalty-free right and license to use any Intellectual Property Rights contained in or embodied by the Deliverables for Employer's internal business purposes.

3. Use of Name and Publicity. The Parties may agree to issue or release an announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship. Notwithstanding the foregoing, Remodel Health may, for marketing purposes, disclose the fact that Employer has engaged Remodel Health for Services. However, in the event that Remodel Health wishes to reference Employer in a case study, press release or other written marketing materials, it shall provide Employer a copy of the proposed materials prior to any public release and Employer shall have final approval of any Employer specific references in the materials, which such approval shall not be unreasonably denied.

5. Compensation.

1. Fees and Invoices. Employer shall pay to Remodel Health all invoiced amounts for Services provisioned by Remodel Health to Employer in accordance with this Agreement and the applicable Order Form. Unless the Parties have reason to specify alternative pricing or invoicing provisions therein, for each of the following Fees set forth in any Order Form, Remodel Health may invoice Employer based as applicable upon the pricing set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, Employer shall pay all undisputed invoices within ten (10) days of Employer's receipt thereof. Amounts not paid when due, unless disputed, shall accrue a late fee of 1.5% interest per month. Employer shall reimburse Remodel Health for all reasonable costs of collection and attorney fees incurred in association with collecting payment on amounts not paid when due. In the event Employer terminates this Agreement or an Order Form prior to the expiration date of such Agreement or Order Form, all Fees for the remaining term of the terminated Order Form shall become immediately due and payable ("Termination Fee"). Such Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Remodel Health shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in collection of the Termination Fee. Employer acknowledges that Employer shall have no right to withhold any payment due as a set-off against claims against Remodel Health and hereby waives any such claim as a defense to termination by Remodel Health. Remodel Health reserves the right, in its sole discretion, to increase or modify the Fees arising from this Agreement and/or set forth in any applicable Order Form. However, Remodel Health agrees to lock in the Per Employee Per

Month ("PEPM") rate as outlined in the accompanying Order Form for the subsequent one (1) year renewal Term if Employer chooses to renew this Agreement with Remodel Health.

2. Taxes. All Fees and amounts set forth in this Agreement or any Order Form are exclusive of taxes. Employer shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other taxes, duties and charges of any kind, if any, imposed by any federal, state or local governmental entity on any amounts payable by Employer pursuant to this Agreement or any Order Form, other than any taxes imposed on, or with respect to, Remodel Health's income, revenues, gross receipts, Personnel, real or personal property or other assets.

6. Indemnity and Warranties.

1. General Indemnification. Each Party agrees to defend, indemnify and hold harmless the other Party, its officers, Affiliates, directors, employees and agents, from and against any Claims resulting from such Party's negligent acts or omissions and for all claims, demands, damages or losses asserted by a third party for personal injury or property damage and alleged to be caused by the acts or omissions of the other Party, whether such claim sounds in negligence, strict liability, or intentional conduct.
2. Employer Indemnification. Employer shall defend, indemnify and hold harmless Remodel Health, and its officers, directors, employees, agents, contractors, permitted successors and permitted assigns (each of the foregoing persons, a "Remodel Health Indemnitee") from and against any and all Claims that arise out of, relate to, or result from (a) any breach of any representation or warranty of Employer contained in this Agreement; (b) any breach or violation of any covenant, obligation, or duty of Employer or any Personnel under this Agreement or applicable law; or (c) the Services.
3. IP Infringement Indemnification. If a claim is made or an action brought alleging that Remodel Health Materials or any deliverable infringes a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, Remodel Health shall indemnify, hold harmless and defend Employer and its officers, directors, trustees, sponsors, employees, or agents (collectively, the "Indemnitees") against such claim. Employer shall promptly notify Remodel Health in writing of the claim, within a reasonable period of time after becoming aware of such claim, and Remodel Health shall have primary control of the defense and all related settlement negotiations. Employer

shall reasonably cooperate in such defense as requested by Remodel Health. If Remodel Health Materials, in whole or in part, or the use or operation thereof, becomes, or in the reasonable opinion of Remodel Health is likely to become, the subject of such a claim, Remodel Health shall, at its sole expense, either procure the right for Employer to continue using Remodel Health Materials or, at the option of Remodel Health, replace or modify the same so that it becomes non-infringing. If neither of the alternatives is available on terms which are reasonable in Remodel Health's judgment, Remodel Health shall cooperate with Employer to identify an alternate solution (which may or may not be a Remodel Health product), prepare for and transition all existing data to the new solution, and successfully transition Employer to such replacement product, at which time Employer will return the infringing Remodel Health Materials. Remodel Health will have no liability for any claim: (i) based upon, arising from, or in any way related to the combination, operation or use of any Remodel Health Materials with hardware or software not supplied by Remodel Health; or (ii) based upon alteration or modification of the Remodel Health Materials.

4. Warranties. Remodel Health represents and warrants that Services performed by Remodel Health or by a permitted subcontractor, employee, or agent of Remodel Health shall be performed consistent with the best practices in the industry and in a diligent, workmanlike, and professional manner. Each Party hereto represents and warrants to the other Party as of the Effective Date that: (a) it has the full power and authority to enter into this Agreement and to grant the rights granted herein; (ii) the execution of this Agreement does not breach any contract or agreement, oral or written, of such Party, nor will the same violate any duty or obligation to any third-party; and (iii) such Party is in compliance with all applicable Laws, and entering into this Agreement shall not cause or constitute a violation of any Law.
5. Warranty Disclaimers. Remodel Health does not make, and hereby expressly disclaims, any warranties in connection with any third-party software, applications, information, products, services, documents, websites, and similar materials provided as part of or through the Services in any manner ("Third-Party Materials"). All Third-Party Materials are provided "As-Is" without any warranty or indemnification from Remodel Health whatsoever. To the maximum extent permitted by law and except for the express warranties in this Agreement, Remodel Health and its licensors provide the

Services on an “As-Is” and “As Available” basis. Remodel Health and any of its agents, employees, third-party suppliers, and licensors disclaim and make no, and Employer is not reliant upon any, other representations, warranties and conditions of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, title, non-infringement, fitness for a particular purpose, accuracy, or implied by the provisions of any laws that by their terms can be disclaimed (such as the Uniform Commercial Code or the Uniform Computer Information Transactions Act). If such provisions cannot be excluded and disclaimed, then the provisions of this Agreement will control to the maximum extent permitted.

7. Term and Termination.

1. Term. This Agreement shall commence on the Effective Date first stated above and shall be effective for a period of one (1) year(s). The Order Term may be extended in successive one (1) year increments, in each case upon prior mutual written agreement by the Parties hereto, unless either Party provides the other Party written notice of its desire to terminate at least ninety (90) days prior to the end of the then-current Term. The expiration or termination of this Agreement alone will not effectuate a termination of any Order Form then in effect and not otherwise expressly terminated, and the terms and conditions of this Agreement will continue in effect with respect to any such Order Form until its expiration or termination as set forth herein.
2. Termination. Notwithstanding anything to the contrary contained in this Agreement, if Employer breaches any term or condition of this Agreement or any Order Form, Remodel Health may, at its option, exercise the following remedies: (i) terminate this Agreement or the applicable Order Form, effective immediately upon written notice to Employer (subject to any cure period that Remodel Health may allow in such notice, in its sole discretion); and (ii) exercise any other rights and remedies available at law or in equity. Either Party may terminate this Agreement, effective immediately, by written notice to the other Party if that Party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign statute, law, regulation, order, judgment or other applicable requirement of any federal, state, local or foreign government or political subdivision thereof; (iv) makes or seeks to make a

general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3. Effects of Termination. Upon any termination or expiration of the Agreement, or at any earlier time upon the demand of Remodel Health, Employer shall, without cost to Remodel Health: (i) deliver to Remodel Health in an orderly and expeditious manner all data, documentation, and other property belonging to Remodel Health then in the possession or control of Employer, including, without limitation, all Confidential Information, Remodel Health Materials, and all copies, extracts, summaries, and portions thereof, on whatever media rendered; (ii) purge from its computer systems any Confidential Information of Remodel Health, Remodel Health Materials, and all copies, extracts, summaries, and portions thereof; and (iii) upon Remodel Health's request, certify in writing that it has complied with these requirements.

8. Remodel Health Audit. Employer shall maintain records and supporting documentation of all financial and non-financial transactions in connection with this Agreement sufficient to permit a complete audit thereof in accordance with this Section. Employer shall provide to Remodel Health, including its internal and external auditors, access at reasonable times and after reasonable notice (unless circumstances reasonably preclude such notice) to: (a) Personnel accessing and/or using the Services; and (b) all data and records relating to the Services under any Order Form. Employer shall provide full cooperation to such auditors. Notwithstanding the foregoing, if Remodel Health has reason to suspect any malfeasance or dishonest acts on the part of Employer, or other significant or non-routine problems, Remodel Health shall be entitled to undertake such audit of Employer as Remodel Health reasonably deems appropriate without the foregoing notice or other restrictions. Employer shall respond promptly to any conclusions or recommendations resulting from an audit as reported by Remodel Health, and promptly thereafter schedule implementation of such recommendations.

9. Government Requirements. The Parties intend that each Order Form comply at all times with all existing and future applicable laws. If at any time, as the result of the enactment of a new statute, the issuance of regulations, or otherwise, either Party receives a written opinion of counsel that there is a substantial risk that, as a result of this Agreement or an Order Form, either Party does not comply with applicable law, then the Parties shall use good faith efforts to reform this Agreement or such Order

Form in such a manner so that it complies with applicable law. If, after the exercise of such good faith efforts for a period of at least thirty (30) business days, the Parties have not agreed on amendment(s) to this Agreement or the Order Form that resolve legal issues referred to above, then the Party(s) whose receipt of a legal opinion triggered renegotiation may terminate this Agreement or the Order Form upon at least sixty (60) calendar days written notice to the other Party.

10. Miscellaneous.

1. HIPAA. Remodel Health does not require and shall not request access to any PHI of Employer, and therefore is not a "Business Associate" of Employer, as defined in HIPAA. If Remodel Health inadvertently comes in contact with PHI, it will keep such information confidential and not further access, use, or disclose it. If Remodel Health becomes a Business Associate at any time during the term of this Agreement, as reasonably determined by Remodel Health, it agrees to comply with all applicable provisions of HIPAA.
2. Legal Obligations Disclaimer. Notwithstanding anything to the contrary in this Agreement, Remodel Health and Employer acknowledge and agree that Remodel Health is not legal counsel and it cannot, and does not, provide legal advice. Any written or verbal communication with Remodel Health's representatives regarding use of Services offered by Remodel Health are not to be considered a legal opinion regarding such use. Remodel Health has advised Employer to consult its own legal counsel on all matters and obligations arising under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Genetic Information Non-Discrimination Act, the Patient Protection and Affordable Care Act, the Internal Revenue Code, the Employee Retirement Income Security Act, Titles XVIII and XIX of the Social Security Act, HIPAA, the Public Health Service Act, applicable state insurance laws, and all other applicable federal, state, and local laws and regulations, including laws and regulations governing the payment of wages to specified classes of employees ("Employer's Legal Obligations"). Remodel Health explicitly disclaims any and all liability for Employer's use of Services offered by Remodel Health in a manner that is inconsistent with, or in violation of, Employer's Legal Obligations and any other applicable law. Remodel Health is not an administrator, plan sponsor, issuer, or provider of medical services, any insurance company, benefit plan, health care sharing entity or third-party payer. Likewise, Services do not constitute (implied or in fact) a plan, policy, or arrangement for any purposes, including Employer's Legal Obligations. Remodel Health is not responsible for

beneficiary enrollment or coverage determinations; filing, adjudicating, or paying beneficiary claims; or resolving Employer's or its Personnel's disputes with insurers, plans, or any third-party payers.

3. Force Majeure. Neither Party will be responsible for delay in performance (with the exception of making any payments due and owing under this Agreement) due to reasonably unforeseen acts of God, natural disasters, war, insurrection, pandemic, labor shortages, strikes, any action taken by a governmental or public authority, power or telecommunications systems inoperability, or acts of terrorism, in each case to the extent outside of the non-performing Party's reasonable control ("Force Majeure Events").
4. Entire Agreement. This Agreement, which includes all attached Exhibits referenced herein, as incorporated into any Order Form executed pursuant to this Agreement, constitutes the entire agreement between Employer and Remodel Health with respect to the subject matter thereof; and supersedes all proposals, oral or written, and all other communications between the Parties with respect to such subject matter. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement in any way.
5. Priority. This Agreement may not be amended or modified, except in writing signed by Employer and Remodel Health. This Agreement shall be given priority over any conflicting terms in an Order Form or Change Order.
6. No Waiver. No failure or delay of either Party to exercise any rights or remedies under an Order Form shall operate as a waiver thereof.
7. Non-Assignable. Neither Party may assign any of its rights or delegate any of its duties pursuant to this Agreement or any Order Form to any other party or subcontractor without prior written consent of the non-assigning Party. Any attempted assignment without such consent shall be void. Notwithstanding the foregoing, Remodel Health can assign this Agreement in its entirety to an affiliate or to a successor to all, or substantially all, of Remodel Health's business, in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Remodel Health's assets or voting securities or for bona fide restructuring purposes.
8. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, excluding all choice of law provisions. Employer hereby consents to exclusive venue for all proceedings relating to this Agreement in the state and federal courts

with jurisdiction over Johnson County, Kansas. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

9. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement or an Order Form invalid or unenforceable in any circumstances, the remainder of this Agreement and each Order Form, and the application of such provision in any other circumstances, shall not be affected thereby.
10. Dispute Resolution; Waiver of Jury Trial. The Parties expressly agree to attempt to settle any and all controversies or claims arising out of or relating to this Agreement or the breach thereof ("Dispute") through consultation and negotiation in good faith in the spirit of mutual cooperation. If such resolution does not occur and a Party wishes to escalate to a formal dispute resolution forum, such party must submit the dispute to binding arbitration at an agreed-upon site in Johnson County, KS, under the then-prevailing rules of the JAMS Comprehensive Arbitration Rules and Procedures. Notwithstanding the foregoing, either Party may bring an action in court to enjoin actual or threatened infringement or misuse of intellectual property or other proprietary rights. If for any reason a claim proceeds in court rather than in arbitration, then the Parties hereby waive any right to jury trial, or to object to personal jurisdiction or venue. ANY CAUSE OF ACTION OR CLAIM EMPLOYER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN FIVE YEARS AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
11. Notice. Unless provided otherwise in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received on the date delivered by personally, by messenger, by recognized courier service such as Federal Express, or by certified mail, postage prepaid, return receipt requested, or by email with a request for acknowledgement of receipt and effective upon such acknowledgement, addressed as set forth below, or to such other address as shall be provided by any Party to the other party in writing: (a) If to Employer, using the address set forth below with the Employer's signature; (b) if to Remodel Health, the notice address set forth in the recitals of this Agreement with a copy contemporaneously sent to legal@remodelhealth.com.

12. Independent Contractors. The Parties' relationship in connection with this Agreement is that of independent contractors. No Order Form will create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Employer, Remodel Health or any of their employees, independent contractors or Affiliates.
13. Execution. This Agreement may be executed in one or more counterparts, each bearing a handwritten signature of an authorized agent, collectively which shall constitute one and the same instrument. A facsimile of handwritten signature shall be sufficient for purposes of this Agreement or any Order Form. Electronic signatures on this Agreement or on any Order Form (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, Employer and Remodel Health have caused their duly authorized representatives to execute this Agreement on the date(s) set forth below.

City of Gardner

"Employer"

Signature

Printed Name and Title

Acceptance Date

Notice Address Below:

City of Gardner

Attn:

Remodel Health Holdings, Inc.

"Remodel Health"

Signature

Printed Name and Title

Acceptance Date

Notice Address Below:

Remodel Health

Attn: Legal

525 S Meridian St, Ste 3B

Indianapolis, IN 46225

Attachments

Exhibit 1 - Order Form

Exhibit 2 - Statement of Work

Exhibit 1

ORDER FORM

Employer Order No. 01012025-01

This Employer Order No. 01012025-01 ("Employer Order") is a legal agreement between Remodel Health ("Remodel Health") and City of Gardner ("Employer"), on January 1, 2025 ("Employer Order Effective Date"). This Employer Order hereby incorporates and is governed by the terms and conditions of the Master Services Agreement ("Master Agreement") entered into by Remodel Health and Employer on January 1, 2025 as well as any accompanying Third Party Administrator Agreement ("TPA Agreement"). Except as specifically indicated herein, in the event of any conflict between the express terms of this Employer Order and those incorporated herein from the Master Agreement, those from the Master Agreement shall prevail and control.

1. **Duration.** This Employer Order commences on the Employer Order Effective Date and shall have a term of one (1) year(s) (together with any extensions thereof, the "Order Term"), ending on December 31, 2025. The Order Term may be extended in one (1) year increments, in each case upon prior mutual written agreement by the Parties hereto, unless either Party provides the other Party written notice of its desire to terminate at least ninety (90) days prior to the end of the then-current Term.
2. **Services Fees.** In consideration of Employer’s payment of the corresponding Services Fees as set forth below, Employer’s license and subscription to the Services set forth in the table below shall commence on the Employer Order Effective Date and extend for the Order Term. Total ICHRA+ Subscription Fees are calculated on an annualized per user per month rate of \$65 as set forth in the table below. Remodel Health agrees to lock in the Per Employee Per Month ("PEPM") rate as set forth in the table below for the subsequent one (1) year renewal Term if Employer chooses to renew this Agreement with Remodel Health.

| Per Employee Per Month Rate | Total ICHRA+ Subscription Fees |
|-----------------------------|--------------------------------|
| \$65 | \$105,300 |

The ICHRA+ Subscription Fee (Annual) below shall be equivalent to 20% of the Total ICHRA+ Subscription Fees as listed above, and the remaining 80% of the Total ICHRA+ Subscription Fees shall be divided into equal payments for twelve months as also set forth below.

Please note that the Total ICHRA+ Subscription Fees are a prediction based on the estimated Number of Participating Employees ("NPE"). The actual NPE may change after full implementation. Remodel Health reserves the right, in its sole discretion, to adjust or modify the Total ICHRA+ Subscription Fees based on a retroactive review of NPE after Employer's Effective Date to account for any increase in NPE post-implementation or at any point during the Term. Additionally, this Employer Order incorporates any applicable TPA Agreement Administration Fees as outlined in Schedule A of the accompanying TPA Agreement.

| Services | Total Monthly List Fees | Total Annual List Fees |
|-----------------------------------|-------------------------|-------------------------|
| ICHRA+ Subscription Fee (Annual) | - | \$21,060 |
| ICHRA+ Subscription Fee (Monthly) | \$7,020 | \$84,240 |
| TPA Administration Fee | \$0 | \$0 |
| <i>Grand Total Fees</i> | <i>\$7,020</i> | <i>\$105,300</i> |

3. **Services Description.** The Services and any Deliverables to be provided by Remodel Health in connection with this Employer Order are set forth in the Statement of Work attached to this Employer Order ("SOW"). Remodel Health shall provide such Services and Deliverables for the Fees set forth in the SOW.
4. **Invoicing and Payment.** Each Remodel Health invoice shall set forth the itemized Fees and expenses charged and the corresponding Items and Services to which they are attributable. Remodel Health shall invoice Employer monthly and Employer shall pay

all undisputed invoices within ten (10) days of the invoice date. Employer agrees that if Employer completes the Bank Draft Authorization Form attached below, Employer's payment of all invoices shall be completed by ACH.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Employer Order on behalf of the applicable Party as of the Employer Order Effective Date.

City of Gardner

"Employer"

Signature

Printed Name and Title

Acceptance Date

Remodel Health Holdings, Inc.

"Remodel Health"

Signature

Printed Name and Title

Acceptance Date

Exhibit 2

ICHRA+ Statement of Work

Attachment to Employer Order No. 01012025-01

This SOW is entered into pursuant to Employer Order No. 01012025-01 to which it is attached (the "Employer Order").

I. Services

Remodel Health shall provide the following Services to Employer:

- i. Access to and use of the Remodel Health Platform ("Platform") for the purpose of plan design and administration.
 - a. Remodel Health will reasonably assist Employer with designing and creating Employer's ICHRA plan ("Plan") within the Platform
- ii. Whether through the Platform or otherwise, the following sample documents in a template format for Employer (and Remodel Health, where applicable) to use as a reference in its administration of the Plan ("Plan Documents"):
 - a. Standard ICHRA Plan Document;
 - b. Summary Plan Description;
 - c. Employee Notice;
 - d. COBRA Notice; and
 - e. Where applicable and upon request by Employer, other forms and documents reasonably determined to be required for adoption and administration of the Plan.
- iii. As an authorized service provider for Employer, Remodel Health shall:
 - a. Establish user accounts on the Platform for each of Employer's employees/individual subscribers ("Employee Users") for which Employer shall provide Remodel Health with all applicable information required for the creation of such account and all Employee Users shall be required to comply with, and Employer shall be responsible for ensuring such compliance, the applicable Platform Terms of Use at all times during the Order Term;
 - b. Assist with the processing of requests for reimbursement of ICHRA benefit under the Plan for the Employee Users and provide Employer with monthly reimbursement reports; and
 - c. Provide a comprehensive reimbursement report for Employer at the end of each year of

the Order Term.

- iv. To the extent Employer elects to participate in payroll deduct services including automatic payments (“Payment Services”), Remodel Health shall:
 - a. Process insurance premiums on behalf of Employee Users to the appropriate insurance carriers with funds withheld from Employee Users’ wages by Employer, provided that Employer must provide Remodel Health with all applicable information and authorizations or consents required for Remodel Health to complete such processing;
 - b. Process insurance premiums on behalf of Employee Users to the appropriate insurance carriers with funds withheld from Employee Users’ wages by Employer, provided that Employer must provide Remodel Health with all applicable information and authorizations or consents required for Remodel Health to complete such processing;
 - c. Upon reasonable request from Employer, provide assistance with Employer’s accounting processes related to administration of the Plan and any additional reporting that may be reasonably required.

II. Deliverables

Deliverables provided under this SOW, unless otherwise agreed between the parties, shall include the following:

- i. Plan Documents; and
- ii. Reporting to include: monthly reimbursement reports and annual reimbursement reports (upon request)

III. Responsibilities and Assumptions

Remodel Health and Employer each acknowledge and agree that, as a material condition of the performance of Services hereunder, Employer shall promptly complete the following upon the Employer Order Effective Date:

- i. Make the Services and Platform available to all of Employer’s workforce members eligible for the Plan;
- ii. Recommend workforce members eligible for the Plan use the Platform and Services to purchase health insurance policies or further coverage;
- iii. Provide Remodel Health with the contact information of all Employer’s workforce members eligible for the Plan and assist Remodel Health in contacting the same;
- iv. Establish and implement a process to reimburse all Employee Users through the Services as recommended and reported by Remodel Health and perform such reimbursement process in the timeframe and by the means required by Remodel Health;
- v. Notify Remodel Health of newly hired workforce members eligible for the Plan within thirty (30) days of hiring;
- vi. Notify Remodel Health of the termination of any Employee User within thirty (30) days of termination;
- vii. Authorize Remodel Health to directly debit the amounts necessary for the performance of this SOW

from Employer's account via the Automated Clearing House ("ACH") no later than five (5) days from the Employer Order Effective Date and which such amounts may include: (a) any and all Fees set forth in the Employer Order; and (b) recurring monthly withdrawals in an amount equivalent to the total amount that Employee Users' have authorized Employer to withhold from their taxable wages and remit to Remodel Health for the payment of insurance premiums and eligible medical expenses;

- viii. Make funds available to Remodel Health in order to fund all insurance premiums for Employee Users by no later than the 15th of each month during the Order Term; and
- ix. Provide written authorization to allow Remodel Health to withdraw additional funds as requested by Remodel Health.

In the event Remodel Health provides Employer with the Enhanced Premium Payments Feature, Employer acknowledges and agrees that, in order to provide such services, Remodel Health must open an account provided by a bank that is unaffiliated with Remodel Health ("Payment Account") on Employer's behalf as well as on behalf of each employee insofar as Employer and each applicable employee accepts and complies with the Terms of Service and Privacy Policy of the Payment Account provider. Any funds held in or transferred through the Payment Account are held or transferred by the Payment Account provider's financial institution partners, as described in the Payment Account provider's Terms of Service. Remodel Health may provide support for the Payment Account or serve as a point of contact between Employer (or the applicable employees) and the Payment Account provider to facilitate support requests.

Please note that Remodel Health makes no representations or warranties about the services provided by the Payment Account provider in any manner. Employer hereby acknowledges and agrees that Remodel Health shall not be responsible for any of the services provided to Employer in connection with the Payment Account even if such services are provided through or in connection with the Remodel Health Services as described herein.

Remodel Health and Employer shall each cooperate, and use commercially reasonable efforts to cause its third-party service providers to cooperate, with both parties in all matters relating to the provision and receipt of the Services hereunder and to minimize the expense, distraction and disturbance to each party. Both parties shall perform all respective obligations hereunder in good faith and in accordance with the principles of fair dealing and in compliance with all applicable laws. Neither party shall provide, or cause to be provided, any Services to the extent that the provision of such Services would require, or could be reasonably expected to require, either such party or any of its Personnel, affiliates, officers, or directors to violate any applicable law or any policies and/or procedures of such party which are designed in response to a law or a new legal or regulatory issue or information security threat.

Each party shall use best efforts to provide information and documentation sufficient for the other party to perform the Services in the manner provided as of the Employer Order Effective Date.

Each party represents and warrants that it shall make available, as reasonably requested by the other party, sufficient resources and timely decisions, approvals and acceptances in order to ensure the other party may perform its obligations under this SOW in a timely and efficient manner.

Employer acknowledges and agrees that Remodel Health does not provide insurance to Employee Users and such Employee Users are each individually responsible for procuring their own insurance plan, including through the use of the Platform. Additionally, Employer represents and warrants that it shall remain compliant with the terms and conditions of any Plan Documents delivered by Remodel Health hereunder.

IV. Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee User, or the allocations made to the ICHRA account of any Employee User, or the amount of benefits paid or to be paid to an Employee User or other person, Remodel Health shall, to the extent that it deems administratively possible and otherwise permissible under 26 U.S. Code §105, the regulations issued thereunder, or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Employee User or other person the credits to the ICHRA account or distributions to which he or she is properly entitled under the Plan. Such action by Remodel Health may include withholding from salary or wages otherwise due the Employee User or any amounts owed to the Employer by the Employee User with respect to the Plan.

Bank Draft Authorization

I, tbd, on behalf of City of Gardner, authorize Remodel Health Holdings, Inc. d/b/a Remodel Health to charge the business checking account indicated below on or near the 15th of each Month for payment to Remodel Health for software and services. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Remodel Health in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Remodel Health may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$50 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

| | |
|----------------------|------------------|
| Name on account | |
| Bank name | |
| Bank City/State | / |
| Routing number | |
| Account number | |
| Account type | Checking Account |
| Billing address | |
| Billing phone number | |
| Signature | |
| Date | |

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1

MEETING DATE: **SEPTEMBER 16, 2024**

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

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Clare Crossing 1st Plat

Strategic Priority: Quality of Life, Economic Development and Asset and Infrastructure Management

Department: Community Development

Planning Commission Action/Recommendation:

After review of application 24-302-15, a final plat for Clare Crossing, and staff report dated August 21, 2024, the Planning Commission approves that application and recommends the Governing Body accept the dedication of right-of way and easements, provided the following conditions are met:

1. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording;
2. Label 178th Street;
3. Provide a note on the plat stating: "Tracts 1 thru 5 are platted as unbuildable until such time they are replatted into lots" and will be subject to all applicable excise tax;
4. All taxes/fees shall be paid prior to the release of the plat for recording; and
5. The application shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

Staff Recommendation:

Staff recommends approval of the final plat for Clare Crossing 1st Plat with the conditions outlined in the Recommended Motion.

Background/Description of Item:

The properties are currently zoned CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) and the parcels that make up these applications are currently undeveloped. The properties were annexed in the fall of 2023 (Ord No. 2783) and then rezoned in February 2024 (Ord No. 2793). The properties are bound by 175th Street to the north and Clare Crossing to the East.

Financial Impact:

None

Other Impacts:

None

Attachments included:

- Planning Commission Meeting Minutes
- Planning Commission Packet Materials

Suggested Motion:

Accept the dedication of right-of-way and easements on the final plat for Clare Crossing 1st Plat (24-302-15)

Regular Agenda

1. **Clare Crossing 24-302-15 Final Plat** – Located at the southeast corner of the intersection of 175th St. and Clare Rd.

Commissioner Meder wanted clarification for herself and the newer members on the analysis which says that the entire 58.2 acres is being platted but the lots will be undevelopable, since the excise tax will not be paid with this plat.

Director Knopick stated the developer's next step is installing infrastructure, that is roads, water, sewer, and electrical. They also need right of ways and easements established so they can start on public improvements. Right now they are not sure how they will configure the lots as they go to sell so they do not want to plat the lots as there could be adjustments and they would have to replat. Also, by labeling the land as tracts, the right-of-way and easements can be in place to allow for the infrastructure, without having to pay excise tax. Once a buyer has been found for a portion of the property, that section will be replatted, and the excise tax will be paid then.

Commissioner Meder then stated that it's unbuildable not undevelopable.

Director Knopick agreed.

Chair Jueneman noticed the agenda number read 24-304-08, while the staff report number read 24-304-15 and wanted to make sure we had the right number. The agenda was incorrect, the staff report included the correct item number.

Motion:

Motion made after review of application 24-302-15, a final plat for Clare Crossing, and staff report dated August 21, 2024, the Planning Commission approves that application and recommends the Governing Body accept the dedication of right-of way and easements, provided the following conditions are met:

1. **The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording;**
2. **Label 178th Street;**
3. **Provide a note on the plat stating: "Tracts 1 thru 5 are platted as unbuildable until such time they are re-platted into lots" and will be subject to all applicable excise tax;**
4. **All taxes/fees shall be paid prior to the release of the plat for recording; and**
5. **The application shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.**

Motion: Commissioner Meder

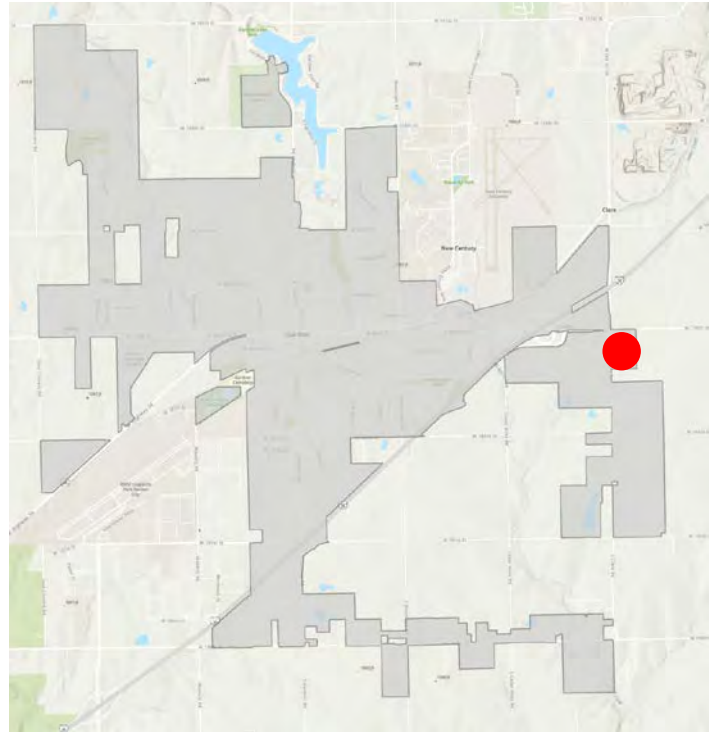
Second: Commissioner Combs

Motion carries unanimously 6-0

Recording of this meeting can be found here:
<https://www.youtube.com/watch?v=sJM0Kbf3LbM>

Project Name: Clare Crossing

| | |
|----------------|---|
| PROJECT NUMBER | 24-302-15 |
| REQUEST | FINAL PLAT |
| APPLICANT | CLARE CROSSING LLC, D. DODGE |
| OWNER | CLARE CROSSING, LLC |
| PARCEL IDs | 9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1010, 9F231428-1004 |



Executive Summary

| | |
|--------------------|---|
| PRESENT ZONING: | CP-3, RP-3 & RP-5 |
| PRESENT LAND USE: | AGRICULTURAL |
| PROPOSED LAND USE: | COMMERCIAL & MULTI FAMILY |
| TOTAL SITE AREA: | 58.21 ACRES |
| EXISTING LOT #: | 5 |
| PROPOSED LOT # | 7 TRACTS |
| STREET TYPE: | LOCAL - STANDARD COLLECTOR - STANDARD |



Staff Recommendation

Staff recommends the Planning Commission recommend approval of 24-302-15 with conditions in the recommended motion.

Context:

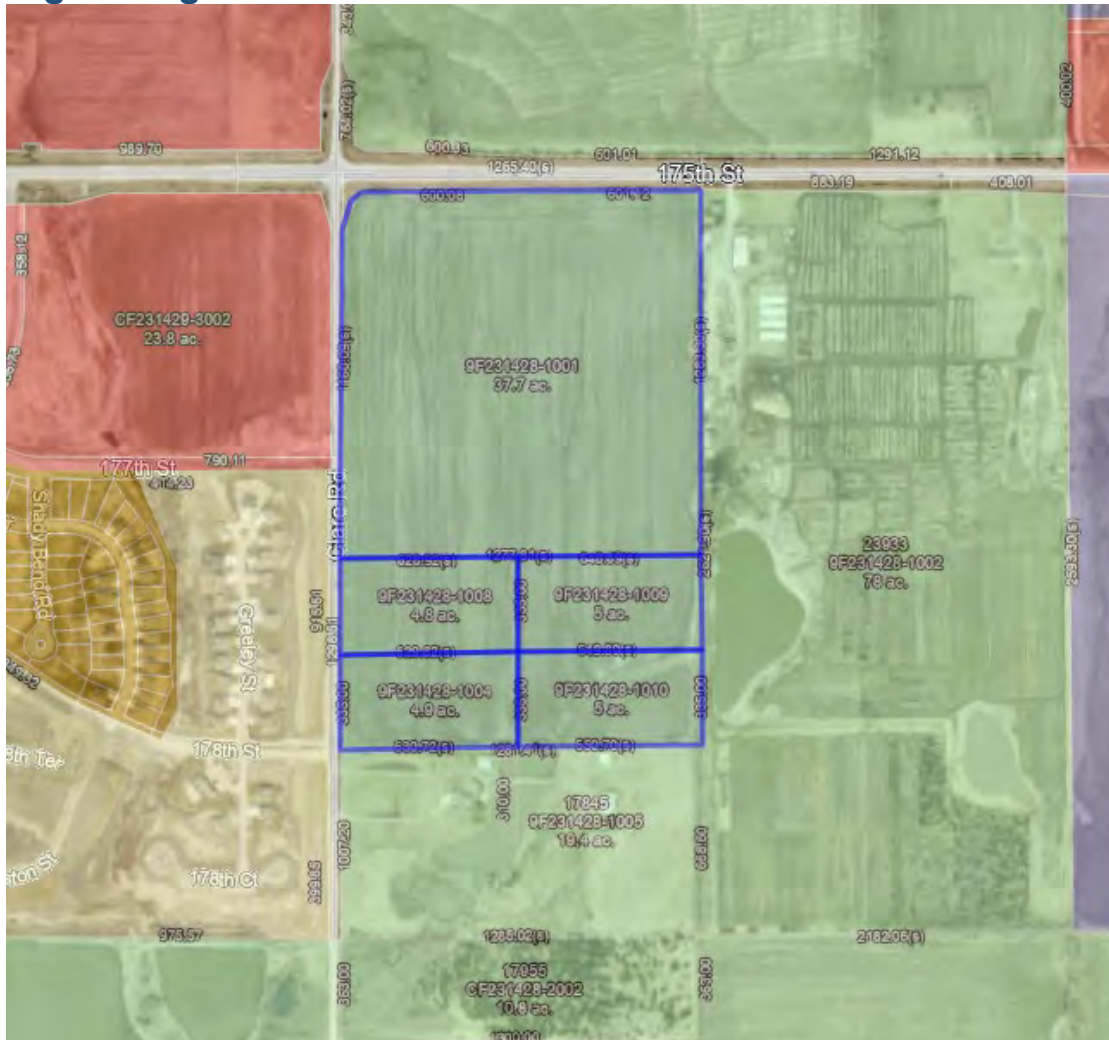
Background/History

The properties are currently zoned CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) and the parcels that make up these applications are currently undeveloped. The properties were annexed in the Fall of 2023 (Ord No. 2783) and then rezoned in February 2024 (Ord No. 2793). The properties are bound by 175th Street to the north and Clare Crossing to the East.

Existing Conditions

The area within the boundary of the rezoning request incorporates four parcels. The area is relatively flat with a small drainage ditch running through the far southeast corner of the site. Additionally, no flood zone has been identified within the site.

Surrounding Zoning and Land Use



| Zoning | Use(s) |
|---------------------------------------|-----------------------------------|
| North of Subject Property | |
| RUR (Rural) District – City of Olathe | Undeveloped |
| East of Subject Property | |
| RUR (Rural) District - County | Epic Nursery |
| South of Subject Property | |
| RUR (Rural) | Single-family residence |
| West of Subject Property | |
| RP-1 (Planned Single family) District | Prairie Trace Estates Subdivision |
| C-3 (Commercial) District | New Trails North |

Staff Analysis

The proposed development is in substantial compliance with the preliminary plat. The conditions of approval from the preliminary development plan have either been met or will be completed when the final development plan is submitted.

Rather than platting *only* that part of the property that exists in the right-of-ways, the entire 58.2 acres of the subject property is being platted into tracts of land, along with the dedication of the necessary right-of-ways for Clare Road, Harmony Road, 175th, 177th, and 178th Streets. For this final plat, the required excise tax will be calculated only on the land area being subdivided into lots and the 3 local streets (Harmony Road, 177th and 178th Streets) and not on the tracts of land. Clare Road and 175th Street are arterial roads and are not subject to excise tax. Tracts 1 thru 5 will not be developed until they have been replatted as individual lots, and the required excise tax for each individual replat has been paid. Tracts A and B are designated as retention basins and depending on how they are depicted on the final development plan will determine if they will be required to pay excise tax. Platting the entire property at this time into non-buildable tracts of land keeps the Clare Crossing property as one cohesive plat.

Infrastructure/Other

Electric

Existing electric utilities are located either within or adjacent to the site and will be provided by the City of Gardner. There are two Evergy easements along the eastern side of the site, one is 70' wide, and the other is 40' wide.

Water

The property is in the Water District 1 service area.

Sanitary Sewer

Sanitary sewer will be serviced by Gardner.

Storm Sewer

Detention areas are located in the northern and on the southeast portions of the site.

Roadway Network & Vehicular Access

Access will be provided through 2 entrances off of 175th Street and 2 off of Clare Road.

Sidewalks

The development will include 5' wide sidewalks along both sides of all internal street.

New Century Air Center

A portion of the very northwest side of the development is within 1 mile of the New Century Airport and will need to be reviewed and approved by the Johnson County Airport Commission and the Board of County Commissioners.

Potential Actions

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

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

Recommended Motion

After review of application 24-302-15, a final plat for Clare Crossing, and staff report dated August 21, 2024, the Planning Commission approves that application and recommends the Governing Body accept the dedication of right-of way and easements, provided the following conditions are met:

1. The construction plans for any utilities, infrastructure, or public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the release of the plat for recording;
2. Label 178th Street;
3. Provide a note on the plat stating: "Tracts 1 thru 5 are platted as unbuildable until such time they are replatted into lots" and will be subject to all applicable excise tax;
4. All taxes/fees shall be paid prior to the release of the plat for recording; and
5. The application shall be reviewed and approved by the Johnson County Airport Commission and Board of County Commissioners prior to the release of the plat for recording.

Attachments

1. Final Plat
2. Street Tree Plan

Final Plat of CLARE CROSSING, FIRST PLAT

in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East, Johnson County, Kansas

| Parcel Table | | | | | |
|--------------|-------------|--------|----------------------|----------------|-----------------|
| Tract | Square Feet | Acres | Notes | Current Zoning | Proposed Zoning |
| 1 | 212,933 | 4.888 | Future Development | CP-3 | CP-3 |
| 2 | 136,814 | 3.141 | Future Development | CP-3 | CP-3 |
| 3 | 491,098 | 11.274 | Future Development | CP-3 | CP-3 |
| 4 | 99,036 | 2.274 | Non-Buildable Parcel | CP-3 | CP-3 |
| 5 | 887,749 | 20.380 | Future Development | RP-5 | RP-5 |
| A | 32,639 | 0.749 | Non-Buildable Parcel | CP-3 | CP-3 |
| B | 238,429 | 5.474 | Non-Buildable Parcel | RP-5 | RP-5 |

| Curve Data Table | | | | | |
|------------------|-----------|---------|------------|---------------|--------------|
| Curve Number | Delta | Radius | Arc Length | Chord Bearing | Chord Length |
| C1 | 39°27'24" | 200.00' | 137.73' | S 19°34'18" W | 135.02' |
| C2 | 39°24'12" | 290.00' | 199.44' | S 19°35'54" W | 195.53' |
| C3 | 39°27'24" | 175.00' | 120.51' | S 70°25'42" E | 118.15' |

| Line Table | | |
|-------------|---------------|---------|
| Line Number | Bearing | Length |
| L1 | N 89°53'48" E | 20.00' |
| L2 | N 16°35'45" E | 104.40' |
| L3 | N 53°12'47" E | 50.36' |

Proposed Zoning: CP-3
RP-5

CIVIL ENGINEER:
Driggs Design Group, PA
1115 Westport Drive, Suite F
Manhattan, KS 66502
(785) 320-6639
Buck Driggs, PE
bdriggs@driggsdesign.com

SURVEYOR:
Driggs Design Group, PA
1017 Downing Avenue
Hays, KS 67601
(785) 621-4280
James Meis, PS
jmeis@driggsdesign.com

DEVELOPER:
Clare Crossing, LLC
4417 SW Misty Harbor Avenue
Topeka, KS 66610

NOTICE: This site includes Stormwater Treatment Facilities, as defined and regulated in the Gardner Municipal Code. Restrictions on the use or alteration of the said Facilities may apply. This property is also subject to the obligations and requirements of the Stormwater Treatment Facility Maintenance Agreement approved by the City.

DEDICATION:

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cable heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Gardner, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under those areas outlined hereon and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Gardner, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Gardner, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

Tract A and Tract B as shown hereon shall be designated and used for storm water drainage easement and/or treatment or detention facilities, and shall be owned and maintained by the undersigned proprietors, their successors and/or assigns.

In accordance with KSA 12-512b, all rights, obligations, reservations, easements, or interests not shown on this plat shall be vacated as to use and as to title, upon filing or recording of this plat.

FLOOD NOTE:

The property lies within Zone X, defined as areas determined to be outside the 0.2% annual chance, as shown on the flood insurance rate map prepared by the Federal Emergency Management Agency for the City of Gardner, Johnson County Unincorporated Areas, Map No. 20091CO122G, effective date August 3, 2009.

CONSENT TO LEVY:

The undersigned proprietor of the above described land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, and the City of Gardner, Johnson County, Kansas shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

EXECUTION:

IN TESTIMONY WHEREOF, undersigned proprietor has caused this instrument to be executed on this _____ day of _____, 2024

Clare Crossing, LLC

by: _____
Darrin Dodge, Vice President of Development

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

BE IT REMEMBERED that on this _____ day of _____, 2024, before me a Notary Public in and for said County and State, came Darrin Dodge, Vice President of Development of Clare Crossing, LLC, a Kansas limited liability company, who is personally known to me to be such person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

APPROVALS:

Approved by the Planning Commission of the City of Gardner, Johnson County, Kansas on the _____ day of _____, 2024

Chair: Austin Jueneman

Approved by the Governing Body of the City of Gardner, Johnson County, Kansas on the _____ day of _____, 2024

Mayor: Todd Winters Attest: _____
City Clerk: Renee Rich

LEGAL DESCRIPTION: Surveyed Property

A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows by James Meis, PS 1533 on July 22, 2024:

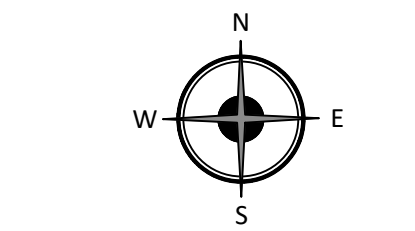
Commencing at the Northwest corner of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; Thence South 00 degrees 06 minutes 12 seconds East, along the West line of the Northwest Quarter, a distance of 200.00 feet to the Point of Beginning; Thence North 89 degrees 53 minutes 48 seconds East, a distance of 20.00 feet; Thence North 16 degrees 35 minutes 45 seconds East, a distance of 104.40 feet; Thence North 53 degrees 12 minutes 47 seconds East, a distance of 50.36 feet; Thence North 88 degrees 53 minutes 18 seconds East, a distance of 600.08 feet; Thence North 89 degrees 50 minutes 36 seconds East, parallel with the North line of the Northwest Quarter, a distance of 600.26 feet to the East line of the West Half of the Northwest Quarter; Thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, a distance of 1955.27 feet; Thence South 89 degrees 03 minutes 30 seconds West, a distance of 1301.10 feet to the West line of the Northwest Quarter; Thence North 00 degrees 06 minutes 12 seconds West, along the West line of the Northwest Quarter, a distance of 1833.07 feet to the Point of Beginning. Said tract contains 58.211 acres, more or less.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the accompanying plat, which subdivision and plat shall hereafter be known as "Clare Crossing, First Plat".

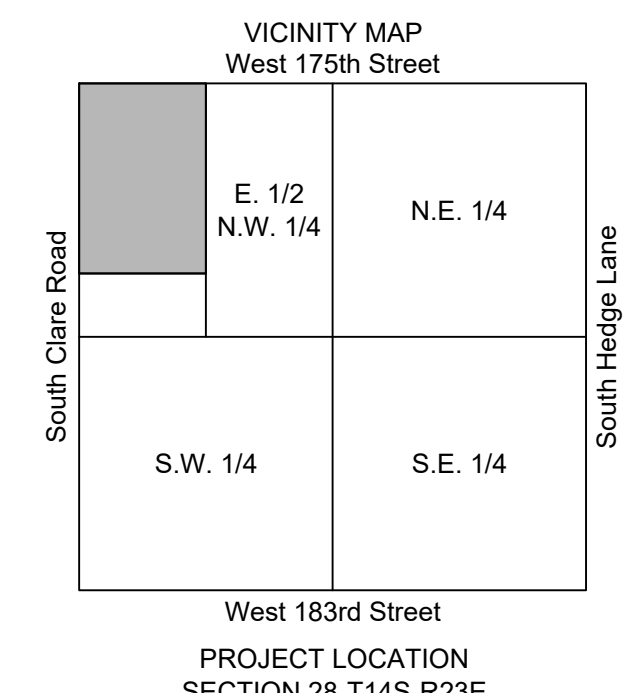
Error Closure:
North: 0.009' East: 0.006' Precision = 1:624195

SURVEY NOTES:

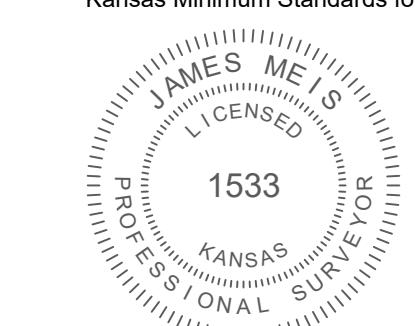
1. All bearings and distances shown are grid, Kansas Regional Coordinate System: Zone 11 - Kansas City.



- LEGEND:**
- △ Section Corner
 - Found 1/2" rebar - origin unknown
 - Found 3/4" rebar - origin unknown
 - M Measured
 - R Record
 - P Platted - Prairie Trace Estates, First Plat
 - A Arc length
 - U/E Utility easement
 - D/E Drainage easement
 - B/L Building setback
 - Access Control
 - Existing easement
 - New Utility easement
 - New Drainage easement



SURVEYOR'S CERTIFICATE:
I, James Meis, Professional Surveyor #1533 in the State of Kansas, certify that the survey shown on this plat was made by me or under my direct supervision on August 14th, 2024. This survey conforms to the Kansas Minimum Standards for Boundary Surveys.



James Meis, PS 1533

Clare Crossing, LLC
4417 SW Misty Harbor Ave.
Topeka, KS 66610

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
1017 Downing Avenue, Hays, Kansas 67601
www.driggsdesign.com (785) 621-4280

Project No: 2023-190
Date: 08-14-2024
Scale: 1" = 100'
Sheet No: 1 of 2
Drawn By: DV

See Sheet 2 for Tracts 5 and B

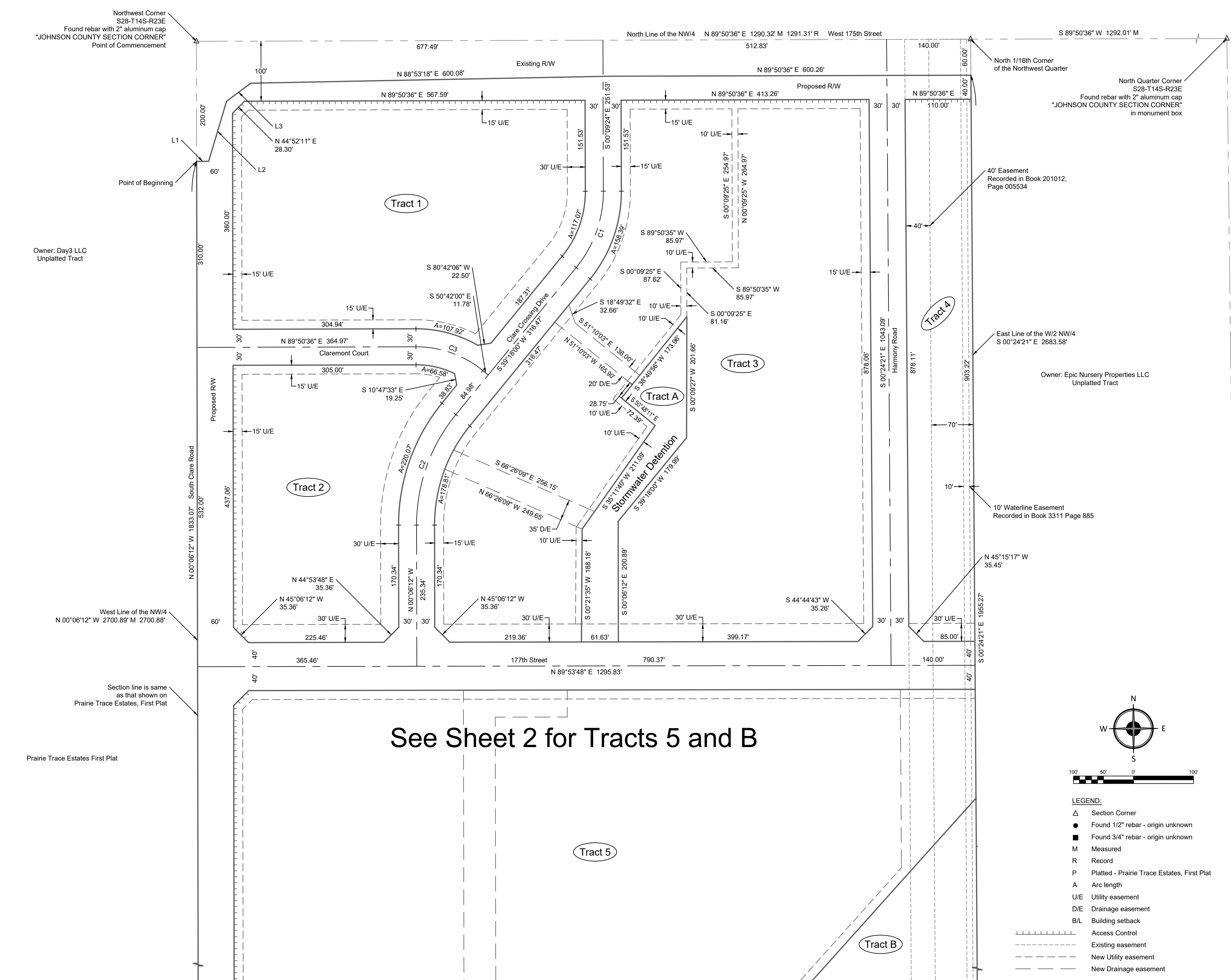
Owner: Jeffery Jacobs
Unplatted Tract

Owner: CF Gardner LLC
Unplatted Tract

Owner: CF Gardner LLC
Unplatted Tract

Owner: Day3 LLC
Unplatted Tract

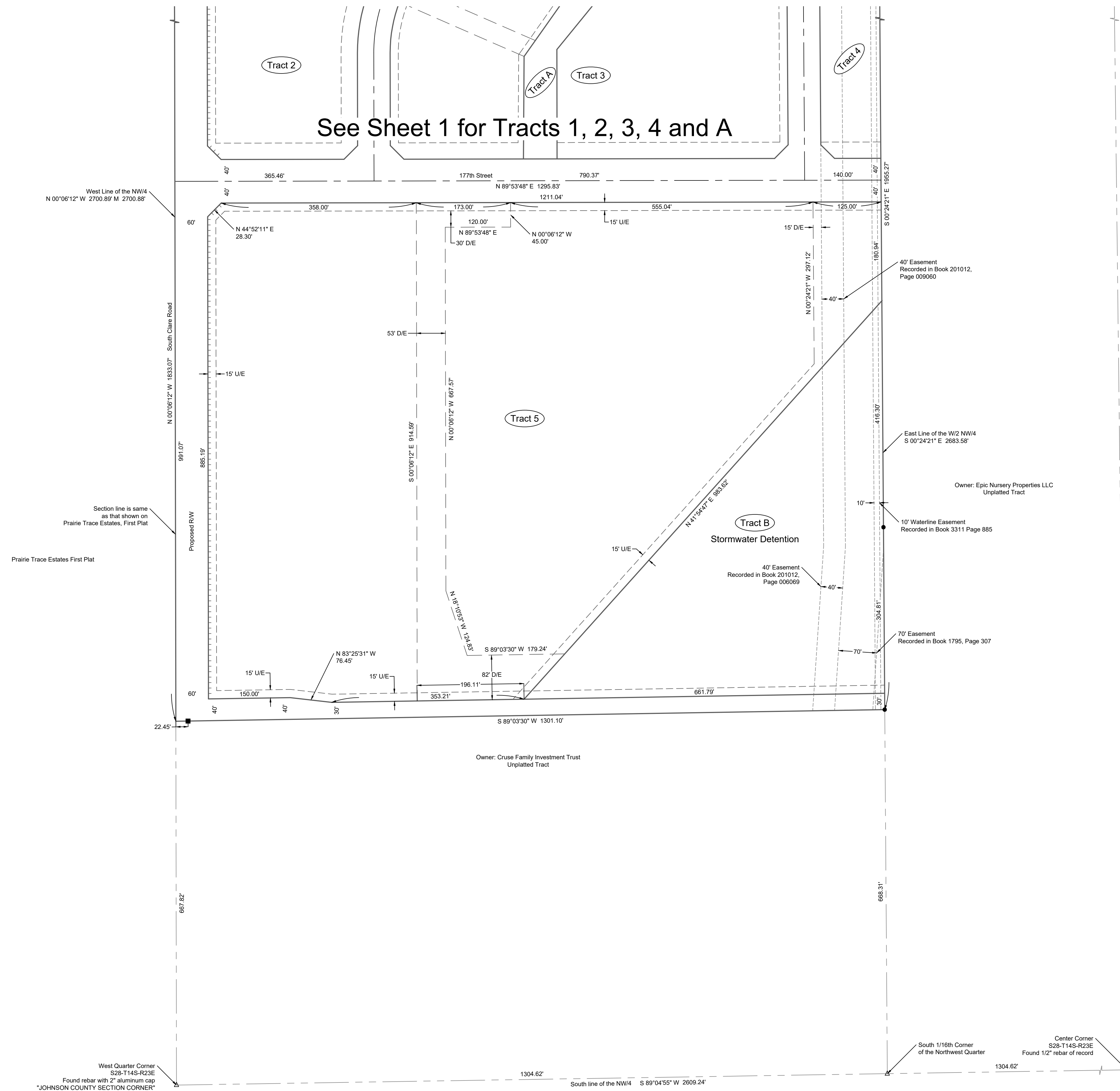
Owner: Epic Nursery Properties LLC
Unplatted Tract



Final Plat of CLARE CROSSING, FIRST PLAT

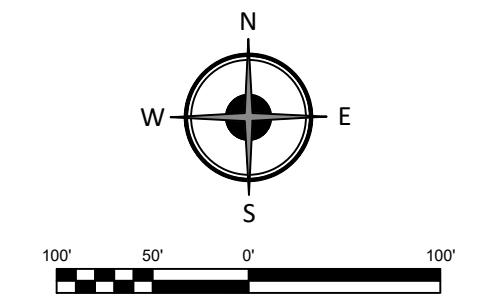
in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East, Johnson County, Kansas

See Sheet 1 for Tracts 1, 2, 3, 4 and A

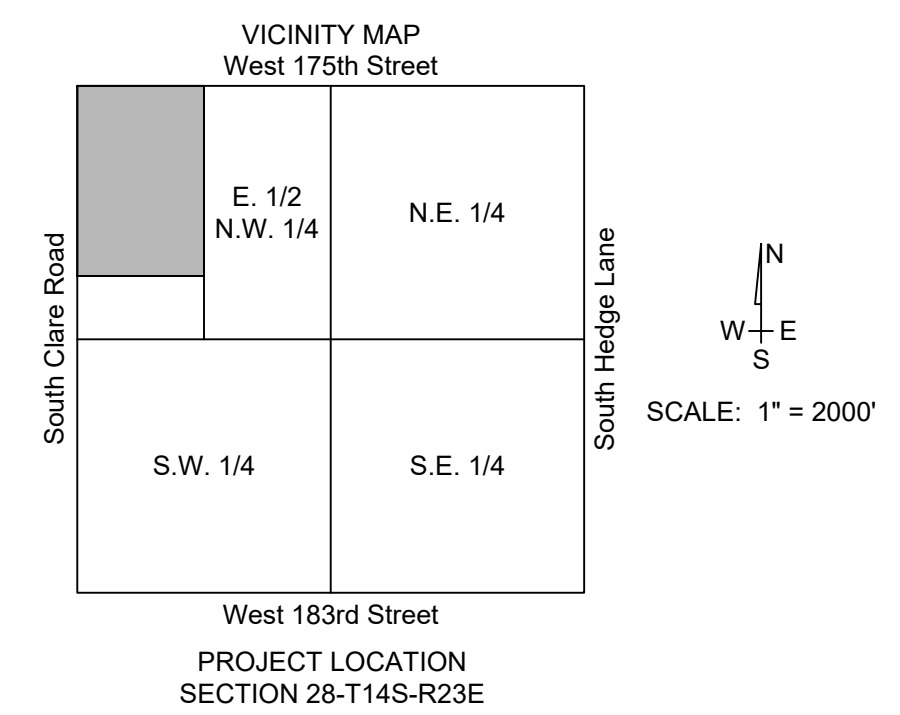


| Parcel Table | | | | | |
|--------------|-------------|--------|----------------------|----------------|-----------------|
| Tract | Square Feet | Acres | Notes | Current Zoning | Proposed Zoning |
| 1 | 212,933 | 4.888 | Future Development | CP-3 | CP-3 |
| 2 | 136,814 | 3.141 | Future Development | CP-3 | CP-3 |
| 3 | 491,098 | 11.274 | Future Development | CP-3 | CP-3 |
| 4 | 99,036 | 2.274 | Non-Buildable Parcel | CP-3 | CP-3 |
| 5 | 887,749 | 20.380 | Future Development | RP-5 | RP-5 |
| A | 32,639 | 0.749 | Non-Buildable Parcel | CP-3 | CP-3 |
| B | 238,429 | 5.474 | Non-Buildable Parcel | RP-5 | RP-5 |

Proposed Zoning: CP-3
RP-5



- LEGEND:**
- △ Section Corner
 - Found 1/2" rebar - origin unknown
 - Found 3/4" rebar - origin unknown
 - M Measured
 - R Record
 - P Platted - Prairie Trace Estates, First Plat
 - A Arc length
 - U/E Utility easement
 - D/E Drainage easement
 - B/L Building setback
 - Access Control
 - Existing easement
 - New Utility easement
 - New Drainage easement



COUNCIL ACTION FORM COMMITTEE RECOMMENDATION ITEM NO. 1

MEETING DATE: SEPTEMBER 16, 2024

STAFF CONTACT: DAVID KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider adopting ordinance approving a rezoning from ACP-2 (Activity Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District; for potential commercial development of 2.2 acres located at the northeast corner of the intersection of W 188th St. and Vivian St.

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Action/Recommendation:

After review of application 24-304-05 a rezoning for 2.2 acres located at the northeast corner of the intersection of W 188th St and Vivian St, from ACP-2 to ACP-2 and associated revised Preliminary Development Plan for Plaza South Lot 5, and staff report dated August 21, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed.

Staff Recommendation:

Staff recommends approval of application 24-304-05, Rezoning and associated Preliminary Development Plan for Sano Medical Office.

Background/Description of Item:

This property is part of the Plaza South preliminary development plan approved in March 2019. The rezoning and associated preliminary development plan were recommended for approval by the Planning Commission at their March 26, 2019 meeting. The Governing Body considered the rezoning and preliminary development plan applications at their April 15, 2019 meeting, and approved Ordinance 2612 rezoning the property from C-2 (General Business) District to ACP-2 (Activity Center Planned General Business) District and associated preliminary development plan. The Preliminary Development Plan showed a bank and medical office building on two lots, however, it was final platted as one lot.

Financial Impact:

None

Other Impacts:

None

Attachments included:

- Staff Report
- Planning Commission Meeting Minutes
- Planning Commission Electronic Packet

Suggested Motion:

Accept the recommendation of the Planning Commission and approve Ordinance No. 2811, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

ORDINANCE NO. 2811

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

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

SECTION ONE: That having received a recommendation from the Planning Commission on August 26, 2024, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and the zoning classification or districts of the lands legally described hereby are changed in conformity therewith as follows:

The following described property located at the at the northeast corner of the intersection of W 188th St and Vivian St shall hereafter have a zoning classification of ACP-2 (Activity Center Planned General Business) District.

CASE NO. 24-304-05

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

Legal Description:

All of Lot 5, Plaza South, a subdivision of land in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Lot 5, Plaza South Subdivision, containing 2.2 acres, more or less.

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

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

PASSED by the Governing Body this 16th day of September, 2024.

SIGNED by the Mayor this 16th day of September, 2024.

CITY OF GARDNER, KANSAS

(SEAL)

Todd Winters, Mayor

Attest:

Renee Rich, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

(Case No. 24-304-05)

Regular Agenda

1. [Plaza South Lot 5 Sano Medical Office 24-304-05 Rezoning, Preliminary Development Plan & Final Development Plan \(Public Hearing\)](#) – Located at the Northeast corner of the intersection of 188th St. and Vivian St.

Staff Presentation

Planner Jesse Hunter gave a presentation on the Plaza South Lot 5 Sano Medical Office. Topics discussed are as follows: background/ history, surrounding zoning and land use, utilities/ infrastructure, roadway network & vehicular access, sidewalks, and the criteria that was to be reviewed. The criteria submitted are as follows: zoning map amendment, preliminary development plan, and final development plan. There are two motions brought to the table to be approved. To view a more detailed report please watch our YouTube live, the link will be posted at the bottom of the report.

Applicant Presentation

Gary Gossett, Vice President of Capital SS Development is doing the work for Sano Orthopedics. Gary stated they have done other projects with Sano Orthopedics in Raymore, Overland Park, and Lee's Summit areas and are excited to work in Gardner as they love the area.

Public Hearing

Chair Jueneman opened the public hearing asking that they come forward state name and address individuals are allotted 3 minutes or 7 minutes to a person representing a group. No one approached the podium.

Motion made to close the public hearing.

Motion: Commissioner Cooper

Second: Commissioner Meder

Motion carries unanimously 6-0

Commissioner Discussion

Commissioner Berg asked the applicant if the office had same day surgery or anything like that.

Gary stated it is only physical therapy. They have 18 doctors in the area and plan on adding more.

Commissioner Meder asked for explanation on the rezoning motion.

Director Knopick explained because it is a revised preliminary development plan and that it does fit into the Plaza South concept which had a medical office building.

Commissioner Meder asked about the ACP-2 zoning.

Director Knopick said Plaza South is the only ACP-2 zoning designation in the City, it is Activity Center Planned District.

Commissioner Meder asked about the façade and since they did not receive the digital copy of the plans. The lack of deviation requests and building entrances were also questioned.

Director Knopick explained the email issues the city as a whole had and didn't know they had not received the email. He confirmed there are no deviation requests and the development meets all code requirements.

Chair Jueneman asked about the parking.

Greg Watson with McClure Engineering stated ADA parking has 4 proposed and with 87 parking slots only 3 are required so they have one extra.

Motions:

Rezoning and Associated Preliminary Development Plan

After review of application 24-304-05 a rezoning for 2.2 acres located at the northeast corner of the intersection of W 188th St and Vivian St, from ACP-2 to ACP-2 and associated revised Preliminary Development Plan for Plaza South Lot 5, and staff report dated August 21, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed.

Motion: Commissioner Meder

Second: Commissioner Cooper

Motion carries 6-0

Final Development Plan

After review of application 24-304-05 Final Development Plan for Plaza South Lot 5 Sano Medical Office, and staff report dated August 21, 2024, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Governing Body approval of application 24-304-05 rezoning and associated Preliminary Development Plan for Plaza South Lot 5;
2. The construction plans for any utilities, infrastructure, storm water or other public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the issuance of a building permit; and
3. The portion of the access easement within the proposed building footprint will be vacated prior to building permit issuance.

Motion: Commissioner Meder

Second: Commissioner Souza

Motion carries 6-0

Recording of this meeting can be found here:

<https://www.youtube.com/watch?v=sJM0Kbf3LbM>

Context:

Background/History

This property is part of the Plaza South preliminary development plan approved in March 2019. The rezoning and associated preliminary development plan were recommended for approval by the Planning Commission at their March 26, 2019 meeting. The Governing Body considered the rezoning and preliminary development plan applications at their April 15, 2019 meeting, and approved Ordinance 2612 rezoning the property from C-2 (General Business) District to ACP-2 (Activity Center Planned General Business) District and associated preliminary development plan. The Preliminary Development Plan showed a bank and medical office building on two lots, however, it was final platted as one lot.

Surrounding Zoning and Land Use

| Zoning | Use(s) |
|---|---------------------------|
| North of Subject Property | |
| ACP-2 (Activity Center Planned General Business) District | Vacant |
| East of Subject Property | |
| ACP-2 (Activity Center Planned General Business) District | New Life Community Church |
| South of Subject Property | |
| C-2 (General Business) District | Vacant |
| West of Subject Property | |
| ACP-2 (Activity Center Planned General Business) District | Vacant |

Utilities / Infrastructure

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

Roadway Network & Vehicular Access

The site will be accessed on the north side from a private road that will be built between Plaza South Lots 5 and 6.

Sidewalks

An existing 10' wide trail is located along the south side of the property along W 188th Street. Sidewalks along Vivian Street and the private streets will be extended as part of this project.

Review Criteria

Zoning Map Amendment (LDC Section 17.03.030 B.)

1. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;
2. The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;

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

Preliminary Development Plan (LDC Section 17.03.040 C.)

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

Final Development Plan (LDC Section 17.03.040 C.)

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

Staff Findings

The *City of Gardner Comprehensive Plan* and the *I-35 & Gardner Road Interchange Subarea Plan* identifies the properties for Regional Commercial future land uses. This use group provides for goods

and services that may attract users from the greater metropolitan area. These uses are generally on larger parcels and are best located near interstates and major arterial roads. This site is within a half mile of the I-35 and Gardner Road interchange and near S. Gardner Road which is an arterial street. The proposed use, General Commercial, is for a medical office building that is consistent with the Comprehensive Plan.

Due to the change in building size and change in traffic and parking from the preliminary development plan, it was determined it would be best for the applicant to submit a revised preliminary development plan to match the final plat and final development plan.

To allow the depth required for the sidewalk and foundation plantings, the building was placed farther to the north, and the northeast corner is within an access easement, which will be vacated prior to building permit approval.

Deviations

There are no deviation requests.

Potential Actions

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

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

Recommended Motions

Rezoning and Associated Preliminary Development Plan

After review of application 24-304-05 a rezoning for 2.2 acres located at the northeast corner of the intersection of W 188th St and Vivian St, from ACP-2 to ACP-2 and associated revised Preliminary Development Plan for Plaza South Lot 5, and staff report dated August 21, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed.

Final Development Plan

After review of application 24-304-05 Final Development Plan for Plaza South Lot 5 Sano Medical Office, and staff report dated August 21, 2024, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Governing Body approval of application 24-304-05 rezoning and associated Preliminary Development Plan for Plaza South Lot 5;
2. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and public improvement plans shall be submitted and approved prior to the issuance of a building permit; and
3. The portion of the access easement within the proposed building footprint will be vacated prior to building permit issuance.

Attachments

1. Preliminary and Final Development Plan Packet

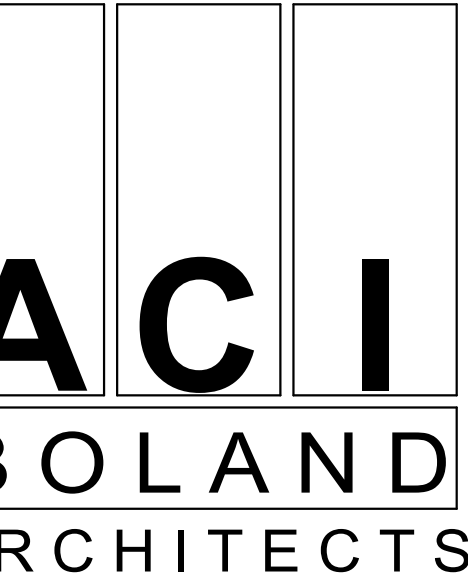


PRELIMINARY & FINAL DEVELOPMENT PLAN

SANO GARDNER MOB LOT 5, PLAZA SOUTH GARDNER, KS

*RENDERING FOR ILLUSTRATIVE PURPOSES ONLY

PRELIMINARY,
NOT FOR
CONSTRUCTION,
RECORDING
PURPOSES, OR
IMPLEMENTATION
6/28/2024 4:54:47 PM



ACI/Boland, Inc.
Kansas City | St. Louis
1710 Wyandotte
Kansas City, MO 64108
T: 816.763.9600
Licensee's Certificate of Authority Number:
Missouri: #000958

CIVIL CONSULTANT

McCLURE
11031 Strang Line Rd.
Lenexa, KS 66215
913.888.7868
Licensee's Certificate of Authority Number:

MEP CONSULTANT

GARVER
7509 NW Tiffany Springs Pkwy, Suite 200
Kansas City, MO 64153
816.298.6465
Licensee's Certificate of Authority Number:

P R O J E C T T E A M

ARCHITECT
ACI BOLAND, INC.

1710 WYANDOTTE STREET
KANSAS CITY, MO 64108
PHONE 816.763.9600
FAX 816.763.9757

CIVIL ENGINEER
McClure Engineering Company

1700 Swift Ave., Suite 100
North Kansas City, MO 64116
PHONE 816.756.0444

ABBREVIATIONS

| | | | | | |
|---------|-----------------------------|----------|-----------------------|---------|------------------------|
| AC. | ACOUSTIC/ACOUSTICAL | FLOR. | FLUORESCENT | PTD. | PAINTED |
| ADD. | ADDENDUM | FTG. | FOOTING | PG. | PAGE |
| ADDN. | ADDITION | FND. | FOUNDATION | PLAM. | PLASTIC LAMINATE |
| ABC. | AGGREGATE BASE COURSE | FR. | FRAME | PK. | PAIR |
| AFF. | ABOVE FINISH FLOOR | F.H.C. | FIRE HOSE CAB. | PNL. | PANEL |
| AGG. | AGGREGATE | FV. | FIELD VERIFY | PR. | PARTITION |
| ANC. | AIR CONDITIONING | GA. | GAUGE | PL. | PLATE |
| AL. | ALUMINUM | GL. | GLASS / GLAZING | PLBG. | PLUMBING |
| ALT. | ALTERNATE | GD. | GRADE | PLYWD. | PLYWOOD |
| A.B. | ANCHOR BOLT | G. | GRAM | PT. | POINT |
| & | AND | GRL. | GRILLE | P.S.I. | POUNDS PER SQ. IN. |
| ARCH. | ARCHITECT | GRD. | GRID | P.S.F. | POUNDS PER SQ. FT. |
| ASP. | ASPHALT | GND. | GROUND | P.C. | PRECAST |
| @ | AT | G.S. | GALVANIZED STEEL | P.L. | PROPERTY LINE |
| ACT. | ACOUSTIC CEILING TILE/PANEL | GYP. | GYPSUM | | |
| <L. | ANGLE | GWB.G.B. | GYPSUM BOARD | R. | RISER, RISERS |
| BLKG. | BLOCKING | H.R. | HAND RAIL | RAD. | RADIUS |
| BSMT. | BASEMENT | HDN. | HARDENER | R.D. | ROOF DRAIN |
| BM. | BEAM | HDW. | HARDWARE | RB. | RESILIENT BASE |
| B.M. | BENCHMARK | HDWD. | HARDWOOD | RE. | REFER TO |
| BD. | BOARD | HTR. | HEATER | REG. | REGISTER |
| B.O. | BOTTOM OF | HT. | HEIGHT | REGD. | REQUIRED |
| BLDG. | BUILDING | H.P. | HIGH POINT | REV. | REVISION |
| CABT. | CABINET | H.M. | HOLLOW METAL | RFG. | ROOFING |
| C.I.P. | CAST IN PLACE | HORIZ. | HORIZONTAL | RM. | ROOM |
| C.B. | CATCH BASIN | H.S. | HOSE BIB | RND. | ROUND |
| C.L.G. | CEILING | H.W. | HOT WATER | R.O. | ROUGH OPENING |
| CEM. | CEMENT/CEMENTITIOUS | IN. | INCH / INCHES | SCHED. | SCHEDULE |
| CG. | CENTIGRAM | IN. | INCH / INCHES | S.C. | SEALED CONCRETE |
| CM. | CENTIMETER | ID. | INSIDE DIAMETER | SCR. | SCREW |
| CL. | CENTER LINE | INSUL. | INSULATION | SECT. | SECTION |
| CER. | CERAMIC | INT. | INTERIOR | SEL. | SELECT |
| C.F. | CERAMIC TILE | INV. | INVERT | SHG. | SHEATHING |
| CHAN. | CHANNEL | JAN. | JANITOR | SHT. | SHEET |
| C. | CHANNEL | JT. | JOINT | SDG. | SIDING |
| CLR. | CLEAR | JST. | JOIST | SIM. | SIMILAR |
| C.O. | CLEAN OUT | K.P. | KICK PLATE | SLDG. | SLIDING |
| CLOS. | CLOSET | LAM. | LAMINATED | SM. | SMOOTH |
| COL. | COLUMN | LB. | POUND | SPEC. | SPECIFICATION |
| CONC. | CONCRETE | LDG. | LANDING | SQ. | SQUARE |
| CONN. | CONNECTION | LTH. | LATH | STD. | STANDARD |
| CONST. | CONSTRUCTION | LAV. | LAVATORY | S.S. / | |
| C.J. | CONTROL JOINT | LG. | LENGTH | ST.STL. | STAINLESS STEEL |
| CONT. | CONTINUOUS | LOC. | LOCATION | STRUC. | STRUCTURE |
| CONTR. | CONTRACTOR | LT. | LIGHT | SUSP. | SUSPENDED |
| CORR. | CORRUGATED | L.W.C. | LIGHT WEIGHT CONCRETE | SW.BD. | SWITCHBOARD |
| CTR. | COUNTER | LVR. | LOUVER | SYS. | SYSTEM |
| CTSK. | COUNTERSUNK | LOC. | LOCATION | T. | TREAD |
| C.M.U. | CONCRETE MASONRY UNIT | M.O. | MASONRY OPENING | T.C. | TOP OF CURB |
| D.P. | DAMP PROOFING | MATL. | MATERIAL | T.G. | TEMPERED GLASS |
| DECBEL. | DECIBEL | MFR. | MANUFACTURER | T.O. | TOP OF |
| DIAG. | DIAGONAL | MR. | MARKER BOARD | T.S.D. | TOP OF STEEL DECK |
| DIAM. | DIAMETER | MAX. | MAXIMUM | T.W. | TEACHERS WARDROBE |
| DIM. | DIMENSION | MECH. | MECHANICAL | TYP. | TYPICAL |
| DISP. | DISPENSER | M.L. | METAL LATH | U.N.O. | UNLESS NOTED OTHERWISE |
| DWL. | DOWEL | M. | METER | V. | VENT |
| DN. | DOWN | MIN. | MINIMUM | VERT. | VERTICAL |
| D.S. | DOWNSPOUT | MOLDG. | MOLDING | V.G. | VERTICAL GRAIN |
| DWG. | DRAWING | MULL. | MULLION | VEST. | VESTIBULE |
| EA. | EACH | N.G. | NATURAL GRADE | V.C.T. | VINYL COMPOSITION TILE |
| ELEC. | ELECTRIC | NOM. | NOMINAL | VCP. | VITREOUS CLAY PIPE |
| E.W.C. | ELECTRIC WATER COOLER | N.I.C. | NOT IN CONTRACT | W.W.M. | WELDED WIRE MESH |
| ELEV. | ELEVATOR | N.T.S. | NOT TO SCALE | W.C. | WATER CLOSET |
| EQ. | EQUAL | NO. / # | NUMBER | W.H. | WATER HEATER |
| EQUIP. | EQUIPMENT | Obs. | OBSOLETE | W.F. | WIDE FLANGE |
| EXH. | EXHAUST | O.C. | ON CENTER | W/ | WITH |
| EXPAN. | EXPANSION | OPNG. | OPENING | WO. | WITHOUT |
| E.J. | EXPANSION JOINT | O.D. | OUTSIDE DIAMETER | WD. | WOOD |
| EXST. | EXISTING | O.F.S. | OVERFLOW SCUPPER | WDW. | WINDOW |
| EXT. | EXTERIOR | O.F.D. | OVERFLOW DRAIN | W.W. | WINDOW WALL |
| FT. | FEET / FOOT | O.H.D. | OVERHEAD DOOR | | |
| FIN. | FINISH | | | | |
| FIXT. | FIXTURE | | | | |
| FL. | FLASHING | | | | |
| FUN. | FLOOR | | | | |
| F.D. | FLOOR DRAIN | | | | |

SHEET INDEX FDP

| SHEET NUMBER | SHEET NAME |
|--------------|-----------------------------------|
| GENERAL | |
| A0.00 | COVER SHEET |
| CIVL | |
| C1.00 | SITE PLAN |
| C1.01 | SURROUNDING PROPERTY OWNERS |
| C1.02 | SUBSOIL TRUCK TURNING PLAN |
| C2.00 | SITE GRADING PLAN |
| C3.00 | STORM DRAINAGE MAP & CALCULATIONS |
| L1.00 | LANDSCAPE PLAN |
| ARCHITECTURE | |
| A500 | OVERALL EXTERIOR ELEVATIONS |

SANO GARDNER MOB
GARDNER, KANSAS
PLAZA SOUTH, LOT 5

Date 06/28/24
Job Number 3-24093
Drawn By Author
Checked By Checker

| Revision | | |
|----------|------|-------------|
| Number | Date | Description |
| | | |

A0.00

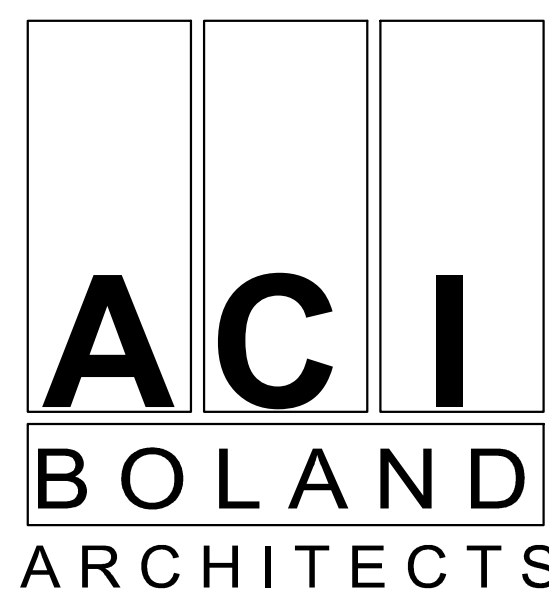
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COVER SHEET

PRELIMINARY & FINAL SITE DEVELOPMENT PLAN
 LOT 5 - PLAZA SOUTH
 PART OF THE SW 1/4 OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
 CITY OF GARDNER, JOHNSON COUNTY, KANSAS

PRELIMINARY,
 NOT FOR
 CONSTRUCTION,
 RECORDING
 PURPOSES, OR
 IMPLEMENTATION
 6/21/2024

License - Missouri #A-2011012130



ACI/Boland, Inc.
 Kansas City | St. Louis
 1710 Wyandotte
 Kansas City, MO 64108
 T: 816.763.9600
 Licensee's Certificate of Authority Number:
 Missouri: #000958

CIVIL
 McClure
 11031 Strang Line Road
 Lenexa, KS 66215
 T: 913-307-2522
 Licensee's Certificate of Authority Number:
 E2723

DESCRIPTION:

ALL OF LOT 5, PLAZA SOUTH, A SUBDIVISION OF LAND IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON BASED ON THE RECORDED PLAT OF PLAZA SOUTH.

FLOOD NOTE:

THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM FOR THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, MAP NO. 20091C0120G AND DATED AUGUST 3, 2009.

GENERAL NOTES:

ENCROACHMENTS SUCH AS TELEPHONE, TELEGRAPH, AND POWER LINES SHALL BE MOVED BY THE UTILITY.

THE LOCATIONS OF THE UTILITY LINES AS SHOWN ON THESE PLANS ARE APPROXIMATE.

ALL UNDERGROUND UTILITIES SHALL BE PLACED IN GOOD CONDITION AND ADJUSTED TO FIT THE NEW CONSTRUCTION BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.

ALL VALVES, METER BOXES, HYDRANTS, MANHOLES, ETC. SHALL BE MOVED OR ADJUSTED AS REQUIRED BY THE NEW CONSTRUCTION BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.

ALL STORM SEWER, CURB INLET AND END SECTION EXCAVATION, INCLUDING ROCK EXCAVATION AND BACKFILL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF GARDNER STANDARDS.

ALL DISTURBED AREAS WITHIN THE RIGHT-OF WAY SHALL BE SODED.

EXISTING EASEMENTS SHOWN HEREON WERE TAKEN FROM THE RECORDED PLAT OF "PLAZA SOUTH" FILED IN BOOK 202003 AT PAGE 2888.

BUILDING AND PARKING SETBACK LINES SHOWN HEREON WERE TAKEN FROM THE PUBLIC IMPROVEMENT PLANS FOR 188TH STREET BENEFIT DISTRICT STREET, STORM SEWER AND STREET LIGHTING CITY P.N. PW1906.

FIRE HYDRANT NOTE:

THE DEVELOPER WILL BE REQUIRED TO EXTEND ALL WATER MAINS NECESSARY TO PROVIDE A 400' HOSE REACH FROM ALL FIRE HYDRANTS. IN ADDITION, A FIRE DEPARTMENT CONNECTION MUST BE INSTALLED WITHIN 100' OF THE NEAREST FIRE HYDRANT FOR EACH BUILDING.

NOTE:

EXISTING CONTOURS SHOWN ARE A COMBINATION OF JOHNSON COUNTY AIMS AND PLANNED ELEVATIONS PER THE GRADING PLANS OF THE ADJOINING PROJECTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

RESTORATION NOTE:

ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO CONDITIONS EQUAL TO OR BETTER THAN THOSE EXISTING PRIOR TO ENTRY. RESTORATION SHALL BE COMPLETED AND ACCEPTED BY OWNER AND THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.

EXISTING SIDEWALK & DRIVE RESTORATION NOTE:

ALL ASPHALT PAVEMENT AND CONCRETE SIDEWALK TO BE REMOVED FOR INSTALLATION OF THE PARKING LOT, BUILDING & STORM SEWER SHALL BE SAW-CUT FULL DEPTH AND REPLACED. ANY CURB, SIDEWALK, PAVEMENT, ETC., DAMAGED DURING CONSTRUCTION SHALL BE REPLACED TO AN EQUAL CONDITION OR BETTER THAN THOSE EXISTING PRIOR TO CONSTRUCTION AT THE CONTRACTORS EXPENSE. RESTORATION SHALL BE COMPLETED AND ACCEPTED BY THE CITY AND THE OWNER PRIOR TO ACCEPTANCE OF THE PROJECT.

SITE DEVELOPMENT DATA TABLE:

BUILDING LOT 5
 LAND AREA (LOT 5) = 95,890± SQ. FT. (2.201± ACRES)
 BUILDING AREA (1 STORY) = 15,000± SQ. FT.
 IMPERVIOUS AREAS = 54,517± SQ. FT.
 PERVIOUS AREA = 26,373± SQ. FT.
 PARKING REQUIRED: 75 STALLS (5 STALLS PER 1000 SQ. FT.)
 PARKING PROVIDED: 87 STALLS (5.8 STALLS PER 1000 SQ. FT.) (INCLUDES 4 ADA)
 BICYCLE PARKING: (REQUIRED = 7.5(10%); PROVIDED = 8)

EXISTING ZONING:

ACP-2; ACTIVITY CENTER PLANNED GENERAL BUSINESS.

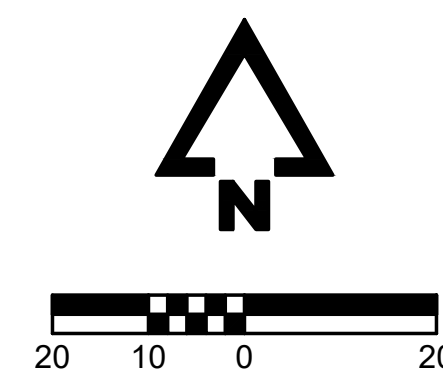
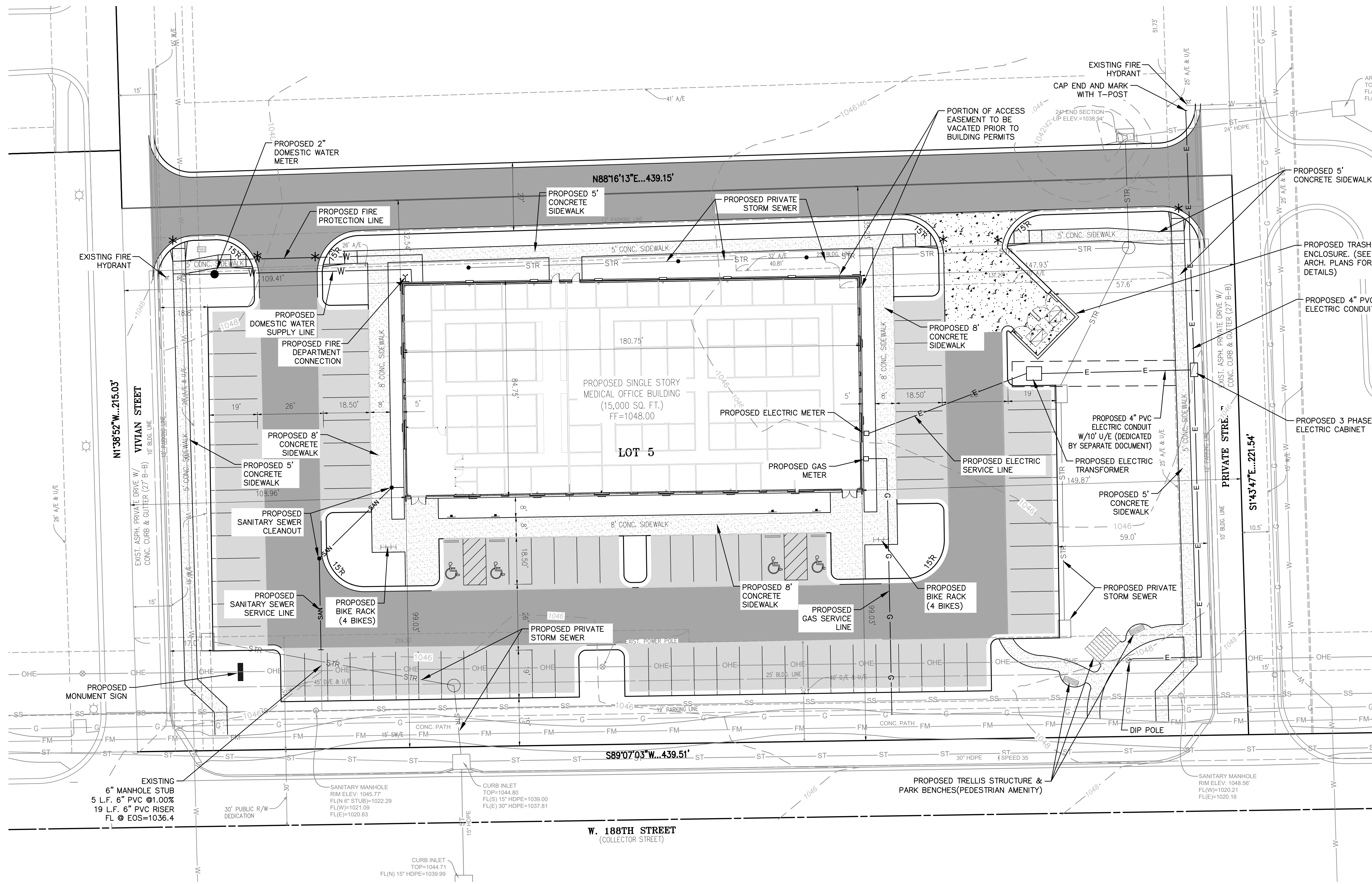
UTILITY NOTE:

VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THE LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS OR 1-800-344-7483, MISSOURI.

POWER: CITY OF GARDNER
 913-856-0985
 GAS: KANSAS GAS SERVICE
 913-599-8933
 WATER: CITY OF GARDNER
 913-856-0980
 SEWER: CITY OF GARDNER
 913-856-0980
 TELEPHONE: SPECTRUM
 913-643-1901

MECHANICAL EQUIPMENT SCREENING NOTE:

ANY GROUND MOUNTED MECHANICAL EQUIPMENT MUST BE SCREENED.



LEGEND

- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- OVERHEAD POWER
- SANITARY SEWER LINE
- GAS LINE
- SANITARY FORCE MAIN
- EXISTING STORM SEWER LINE
- WATERLINE
- PROPOSED STORM SEWER LINE
- = ADA SIDEWALK RAMP
- = LIGHT DUTY ASPHALT PAVEMENT
- = HEAVY DUTY ASPHALT PAVEMENT
- = CONCRETE PAVEMENT
- = CONCRETE SIDEWALK

BENCHMARK: VERTICAL DATUM = NAVD88 BASED ON JOHNSON COUNTY VERTICAL DATUM JOHNSON COUNTY BENCHMARK NETWORK BERNSTEN ALUMINUM DISK STAMPED #1106 IN EAST END OF THE NORTH HEADWALL OF RCB ON NORTH SIDE OF 191ST STREET 0.5± MILES EAST OF GARDNER ROAD. ELEVATION = 1025.79

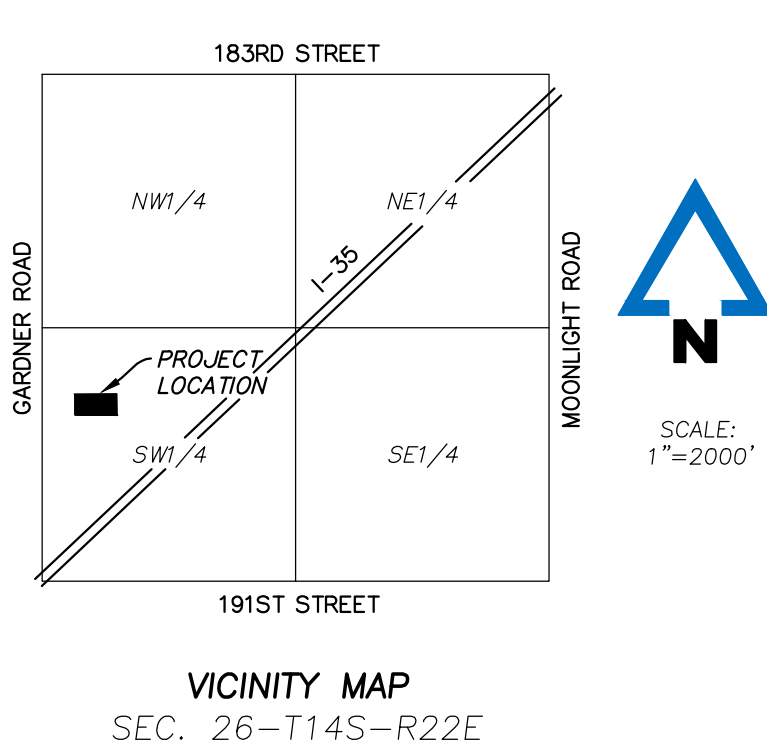
A. SQUARE CUT IN CENTER OF FRONT FACE OF CURB INLET ON EAST SIDE OF GARDNER ROAD AT MIDDLE OF PHILLIPS 66 (18865 GARDNER ROAD). ELEVATION = 1044.15

B. SQUARE CUT ON NORTHWEST CORNER OF CONCRETE PAD FOR ELECTRIC TRANSFORMER PAD AT NORTHEAST CORNER OF GROUNDHOUSE COFFEE (18855 GARDNER ROAD). ELEVATION = 1046.77

C. RAILROAD SPIKE WEST SIDE OF 5TH POWER POLE EAST OF GARDNER ROAD IN THE SOUTHEAST CORNER OF THIS DEVELOPMENT. ELEVATION = 1050.08

D. RAILROAD SPIKE WEST SIDE OF 8TH POWER POLE EAST OF GARDNER ROAD SOUTHEAST CORNER OF THE NEW LIFE COMMUNITY CHURCH PROPERTY (29200 W. 188TH STREET). ELEVATION = 1041.94

E. SQUARE CUT IN THE CENTER OF FRONT FACE OF CURB INLET ON SOUTH SIDE OF 188TH STREET, FIRST INLET EAST OF VIVIAN ROAD. ELEVATION = 1044.62



DEVELOPER:
 GARDNER MOB OWNER, LLC
 488 TERRINGTON DRIVE
 BALLWIN, MO 63021
 ATTN: TIM BREECE
 PHONE: (314)503-5006
 EMAIL: TIM.BREECE@GMAIL.COM

ENGINEERS:
 MCCLURE ENGINEERING CO.
 11031 STRANG LINE ROAD
 LENEXA, KANSAS 66215
 ATTN: TOM SMITH
 PHONE: (913) 888-7800
 FAX: (913) 888-7868
 EMAIL: TOM.SMITH@MCCLUREVISION.COM

McCLURE ENGINEERING CO.
 11031 Strang Line Road
 Lenexa, KS 66215
 913.888.7800 FAX: 913.888.7868
 SURVEYING | ENGINEERING | CONSTRUCTION



SANO GARDNER MOB
 GARDNER, KANSAS
 PLAZA SOUTH, LOT 5

Date 07/01/2024
 Job Number P-XXXX.XX
 Drawn By GSW
 Checked By TMS

| Number | Date | Description |
|--------|-----------|---------------|
| 1 | 7-19-2024 | City Comments |
| 2 | 8-08-2024 | City Comments |

Revision
 C-1.00
 © 2024 ACI/BOLAND, Inc
 SITE PLAN

P:\2024\001419-000\04-Drawings\Civil\2024001419-000_FSD.dwg
 Aug 08, 2024, 10:12am

PRELIMINARY & FINAL SITE DEVELOPMENT PLAN
LOT 5 - PLAZA SOUTH
 PART OF THE SW 1/4 OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
 CITY OF GARDNER, JOHNSON COUNTY, KANSAS

OWNER: FRONTIER COMMUNITY CREDIT UNION
 ZONING: ACP-2
 USE: BRANCH BANK

OWNER: PLAZA SOUTH DEVELOPERS, LLC
 ZONING: ACP-2
 USE: VACANT

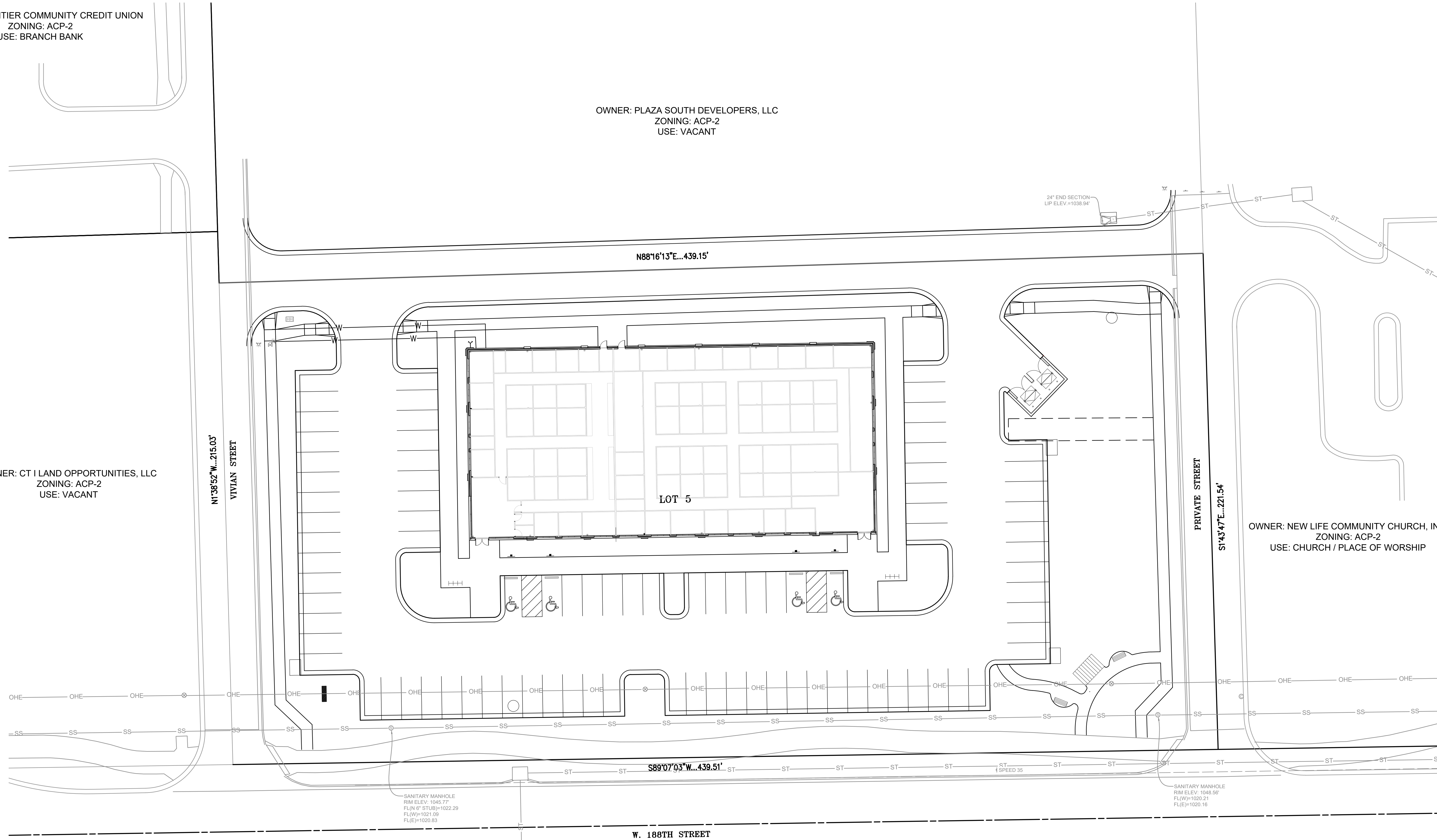
OWNER: CT LAND OPPORTUNITIES, LLC
 ZONING: ACP-2
 USE: VACANT

OWNER: NEW LIFE COMMUNITY CHURCH, INC.
 ZONING: ACP-2
 USE: CHURCH / PLACE OF WORSHIP

OWNER: THREE WILLOW, LLC
 ZONING: C-2
 USE: FAST FOOD RESTAURANT

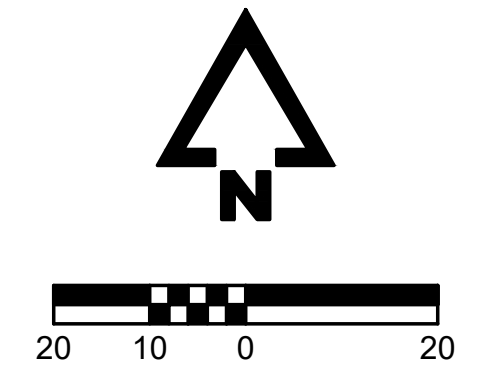
OWNER: OLATHE MEDICAL CENTER, INC.
 ZONING: C-2
 USE: VACANT

OWNER: OLATHE MEDICAL CENTER, INC.
 ZONING: C-2
 USE: VACANT



SANITARY MANHOLE
 RIM ELEV: 1046.77
 FIN 6" STUB: 1022.29
 FLW: 1021.09
 FLE: 1020.83

SANITARY MANHOLE
 RIM ELEV: 1046.86
 FLW: 1020.21
 FLE: 1020.16



NOTE:
 ADJOINING PROPERTY OWNER, USE AND ZONING INFORMATION
 WAS TAKEN FROM THE JOHNSON COUNTY AIMS SITE.

DEVELOPER:
 GARDNER MOB OWNER, LLC
 BALLWIN, MO 63021
 ATTN: TIM BREECE
 PHONE: (314) 503-5006
 EMAIL: TIM.BREECE@GMAIL.COM

ENGINEERS:
 MCCLURE ENGINEERING CO.
 11031 STRANG LINE ROAD
 LENEXA, KANSAS 66215
 ATTN: TOM SMITH
 PHONE: (913) 889-7800
 FAX: (913) 889-7868
 EMAIL: TOM.SMITH@MCCLUREVISION.COM

MCCLURE ENGINEERING CO.
 11031 Strang Line Road
 Lenexa, KS 66215
 913.888.7800 FAX: 913.888.7868
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 PURPOSES, OR
 IMPLEMENTATION
6/21/2024

License - Missouri #A-2011012130

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BOLAND
 ARCHITECTS

ACI/Boland, Inc.
 Kansas City | St. Louis
 1710 Wyandotte
 Kansas City, MO 64108
 T: 816.763.9600
 Licensee's Certificate of Authority Number:
 Missouri: #000958

CIVIL
MCCLURE
 11031 STRANG LINE ROAD
 LENEXA, KS 66215
 T: 913-307-2522
 Licensee's Certificate of Authority Number:
 E2723

SANO GARDNER MOB
GARDNER, KANSAS
PLAZA SOUTH, LOT 5

Date 07/01/2024
 Job Number P-XXXX.XX
 Drawn By GSW
 Checked By TMS

| Revision | | |
|----------|-----------|---------------|
| Number | Date | Description |
| 1 | 7-19-2024 | City Comments |
| 2 | 8-08-2024 | City Comments |

C-1.01

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 SURROUNDING PROPERTY OWNERS

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 Aug 08, 2024, 10:11am

PRELIMINARY & FINAL SITE DEVELOPMENT PLAN
LOT 5 - PLAZA SOUTH
 PART OF THE SW 1/4 OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
 CITY OF GARDNER, JOHNSON COUNTY, KANSAS

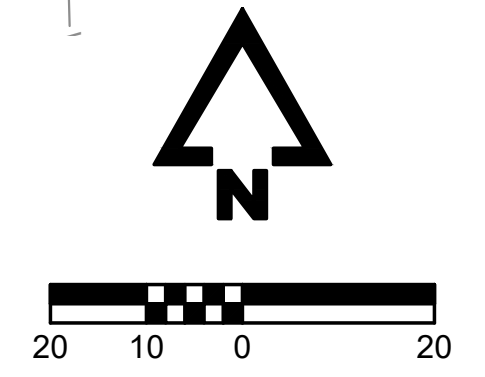
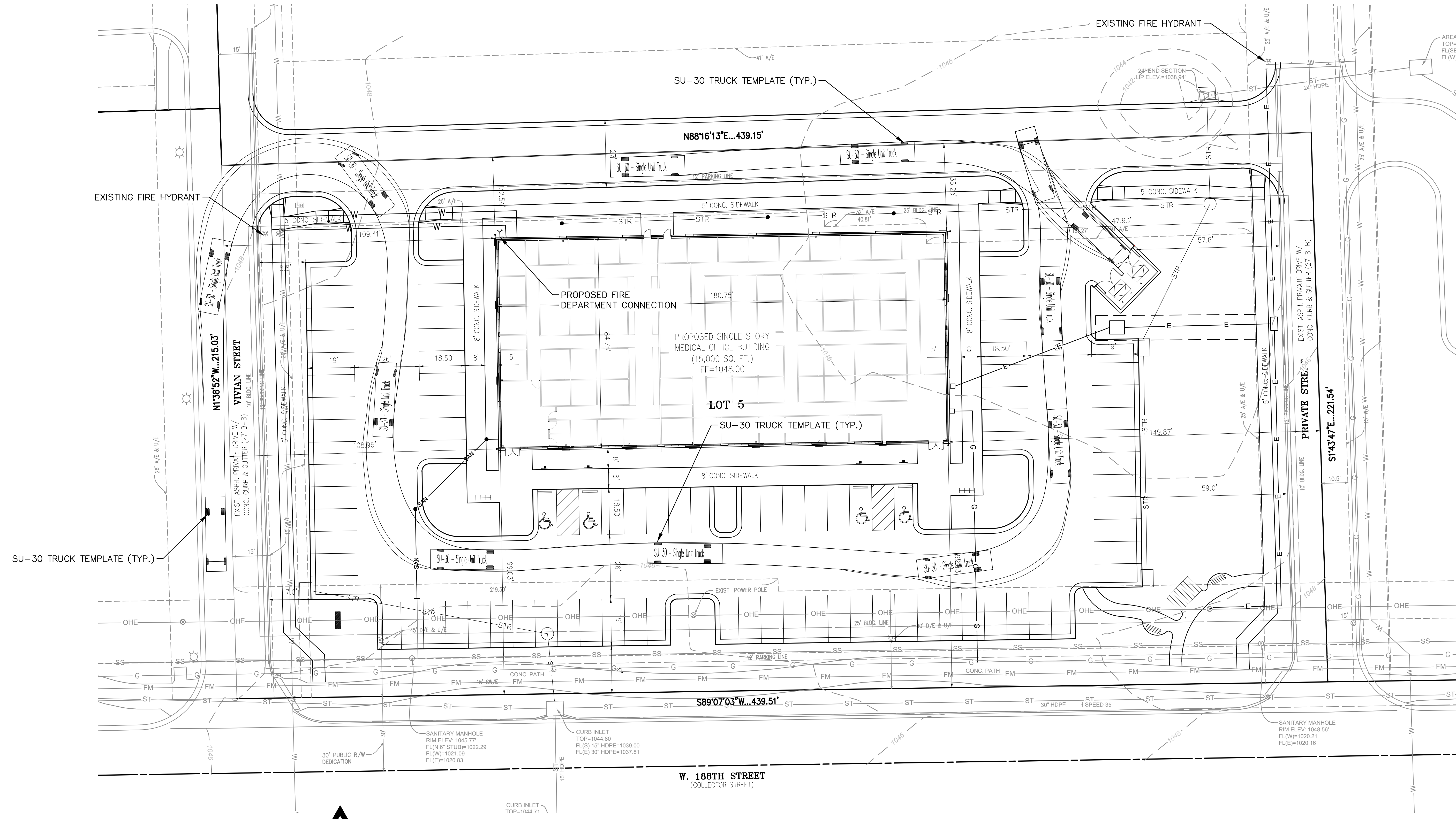
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 11031 STRANG LINE ROAD
 LENEXA, KS 66215
 T: 913-307-2522
 Licensee's Certificate of Authority Number:
 E2723



LEGEND

- ☉ FIRE HYDRANT
- ⊕ POWER POLE
- ☼ LIGHT POLE
- ⊙ SANITARY SEWER MANHOLE
- OHP- OVERHEAD POWER
- SS- SANITARY SEWER LINE
- G- GAS LINE
- FM- SANITARY FORCE MAIN
- ST- EXISTING STORM SEWER LINE
- W- WATERLINE
- STR- PROPOSED STORM SEWER LINE

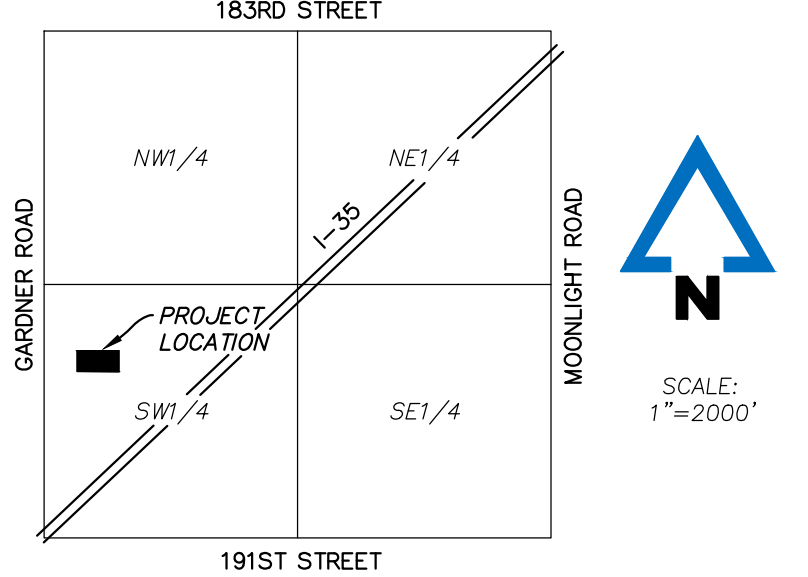
FIRE HYDRANT NOTE:

THE DEVELOPER WILL BE REQUIRED TO EXTEND ALL WATER MAINS NECESSARY TO PROVIDE A 400' HOSE REACH FROM ALL FIRE HYDRANTS. IN ADDITION, A FIRE DEPARTMENT CONNECTION MUST BE INSTALLED WITHIN 100' OF THE NEAREST FIRE HYDRANT FOR EACH BUILDING.

UTILITY NOTE:

VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS OR 1-800-344-7483, MISSOURI.

POWER: CITY OF GARDNER
 913-856-0985
 GAS: KANSAS GAS SERVICE
 913-599-8933
 WATER: CITY OF GARDNER
 913-856-0980
 SEWER: CITY OF GARDNER
 913-856-0980
 TELEPHONE: SPECTRUM
 913-643-1901



VICINITY MAP
 SEC. 26-T14S-R22E

DEVELOPER:
 GARDNER MOB OWNER, LLC
 488 TERRINGTON DRIVE
 BALLWIN, MO 63021
 ATTN: TM BREECE
 PHONE: (314)503-5006
 EMAIL: TM.BREECE@GMAIL.COM

ENGINEERS:
 McCLURE ENGINEERING CO.
 11031 STRANG LINE ROAD
 LENEXA, KANSAS 66215
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 11031 Strang Line Road
 Lenexa, KS 66215
 913.888.7800 FAX: 913.888.7868
 SURVEYING | ENGINEERING | CONSTRUCTION



**SANO GARDNER MOB
 GARDNER, KANSAS
 PLAZA SOUTH, LOT 5**

| | |
|------------|------------|
| Date | 07/01/2024 |
| Job Number | P-XXXX.XX |
| Drawn By | GSW |
| Checked By | TMS |

| Number | Date | Description |
|--------|-----------|---------------|
| 1 | 7-19-2024 | City Comments |
| 2 | 8-08-2024 | City Comments |

C-1.02

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 SU-30 TRUCK TURNING PLAN

P:\2024\0419-000\04-Drawings\Civil\20240419-000_FSD.dwg
 Aug 08, 2024, 10:09am

PRELIMINARY & FINAL SITE DEVELOPMENT PLAN
LOT 5 - PLAZA SOUTH
 PART OF THE SW 1/4 OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
 CITY OF GARDNER, JOHNSON COUNTY, KANSAS

PRELIMINARY,
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6/21/2024

License - Missouri #A-2011012130

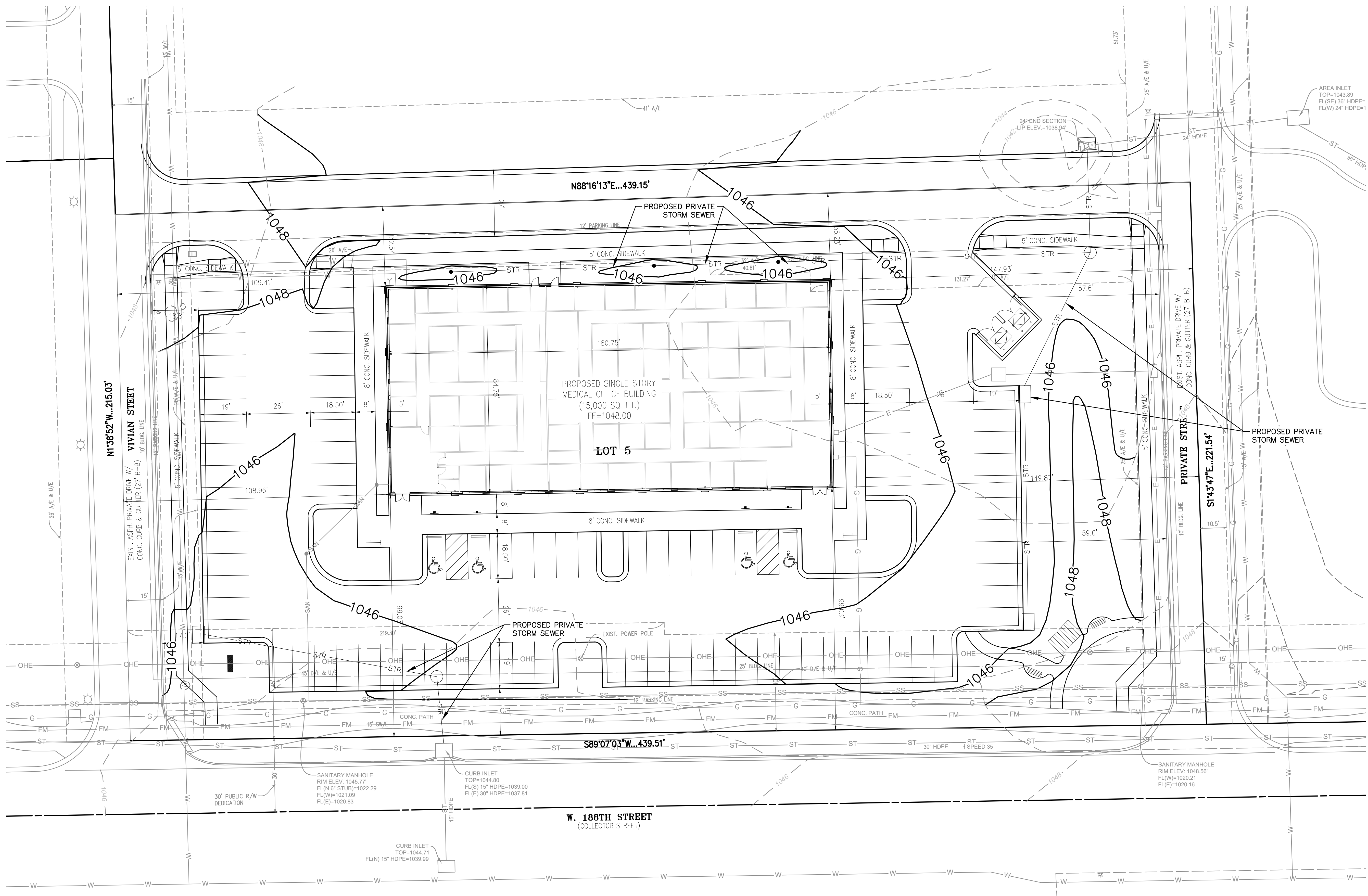
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 Missouri: #000958

CIVIL

McCLURE
 11031 STRANG LINE ROAD
 LENEXA, KS 66215
 T: 913-307-2522
 Licensee's Certificate of Authority Number:
 E2723



GENERAL NOTES:
 ENCROACHMENTS SUCH AS TELEPHONE, TELEGRAPH, AND POWER LINES SHALL BE MOVED BY THE UTILITY.
 THE LOCATIONS OF THE UTILITY LINES AS SHOWN ON THESE PLANS ARE APPROXIMATE.
 ALL UNDERGROUND UTILITIES SHALL BE PLACED IN GOOD CONDITION AND ADJUSTED TO FIT THE NEW CONSTRUCTION BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.
 ALL VALVES, METER BOXES, HYDRANTS, MANHOLES, ETC. SHALL BE MOVED OR ADJUSTED AS REQUIRED BY THE NEW CONSTRUCTION BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.
 ALL STORM SEWER, CURB INLET AND END SECTION EXCAVATION, INCLUDING ROCK EXCAVATION AND BACKFILL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF OVERLAND PARK STANDARDS.
 ALL DISTURBED AREAS WITHIN THE RIGHT-OF WAY SHALL BE SODDED.
 ALL EROSION CONTROL DETAILS SHALL CONFORM TO THE CITY OF OVERLAND PARK'S STANDARD DETAILS.
 NOTE: CONTOURS SHOWN HEREON ARE AT TWO FOOT INTERVALS.
 ALL GRADING SHALL NOT EXCEED A 3:1 SLOPE.
 ALL AREAS DISTURBED ON-SITE SHALL BE SEEDED. STABILIZATION OF DISTURBED AREAS WITH HYDRO-SEEDING OR APPLICATION OF MULCH. ACTIVITIES SHALL BE COMPLETED WITHIN 14 DAYS AFTER SOIL DISTURBING CONSTRUCTION ACTIVITIES CEASE. FOR AREAS OFF-SITE SEE RESTORATION NOTE THIS SHEET.
 THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION AND SEDIMENT CONTROL FOR THE DURATION OF THE PROJECT. IF THE CITY DETERMINES THAT THE MEASURES IN PLACE DO NOT PROVIDE ADEQUATE EROSION AND SEDIMENT CONTROL AT ANY TIME DURING THE PROJECT, THE CONTRACTOR SHALL INSTALL ADDITIONAL OR ALTERNATIVE MEASURES THAT PROVIDE EFFECTIVE CONTROL.
 FOR TREE PROTECTION AND TREE REMOVAL, SEE LANDSCAPE PLANS.

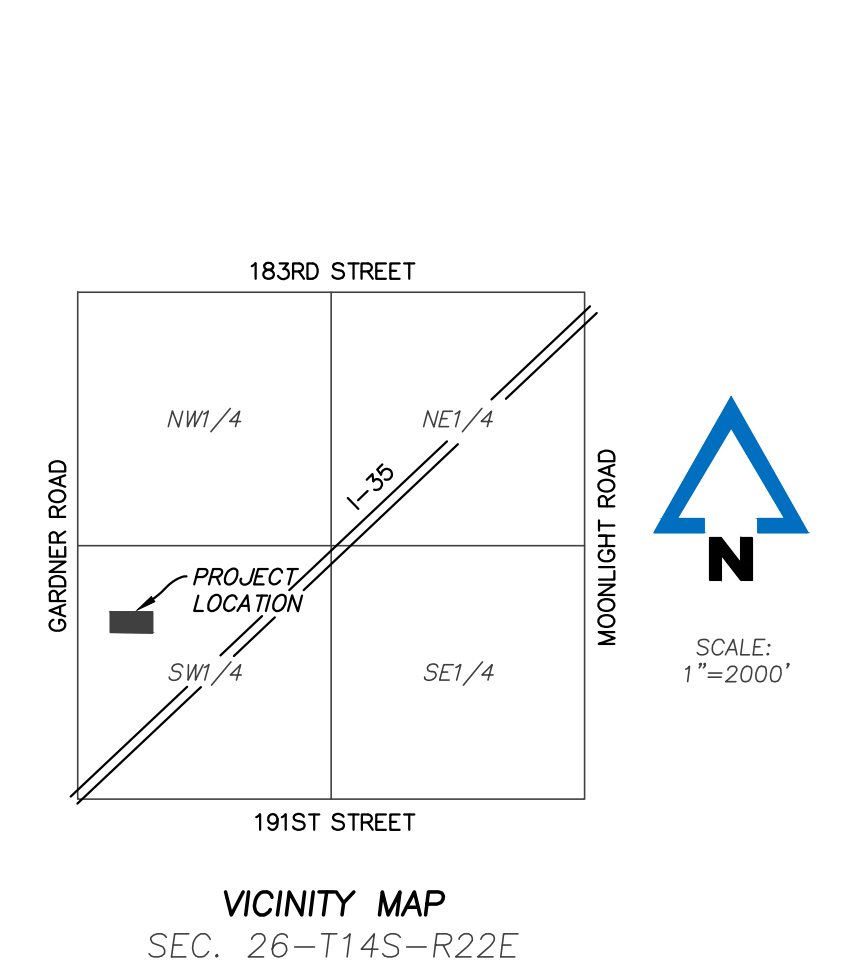
NOTE:
 EXISTING CONTOURS SHOWN ARE A COMBINATION OF JOHNSON COUNTY AIMS AND PLANNED ELEVATIONS PER THE GRADING PLANS OF THE ADJOINING PROJECTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

RESTORATION NOTE:
 ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO CONDITIONS EQUAL TO OR BETTER THAN THOSE EXISTING PRIOR TO ENTRY. RESTORATION SHALL BE COMPLETED AND ACCEPTED BY OWNER AND THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.

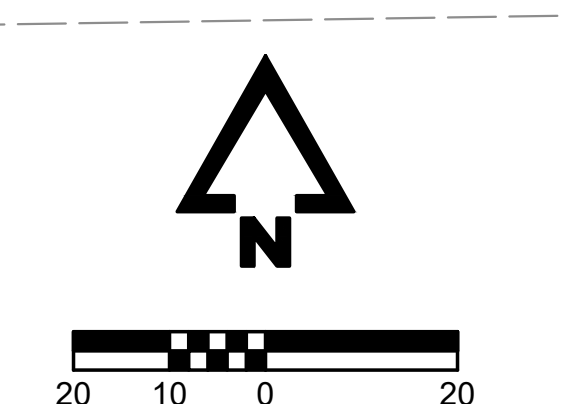
EXISTING SIDEWALK & DRIVE RESTORATION NOTE:
 ALL ASPHALT PAVEMENT AND CONCRETE SIDEWALK TO BE REMOVED FOR INSTALLATION OF THE PARKING LOT, BUILDING & STORM SEWER SHALL BE SAW-CUT FULL DEPTH AND REPLACED. ANY CURB, SIDEWALK, PAVEMENT, ETC... DAMAGED DURING CONSTRUCTION SHALL BE REPLACED TO AN EQUAL CONDITION OR BETTER THAN THOSE EXISTING PRIOR TO CONSTRUCTION AT THE CONTRACTOR'S EXPENSE. RESTORATION SHALL BE COMPLETED AND ACCEPTED BY THE CITY AND THE OWNER PRIOR TO ACCEPTANCE OF THE PROJECT.

UTILITY NOTE:
 VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THE LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES, CALL 1-800-344-7233, KANSAS OR 1-800-344-7483, MISSOURI.

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GAS: KANSAS GAS SERVICE
 913-589-8933
WATER: CITY OF GARDNER
 913-856-0980
SEWER: CITY OF GARDNER
 913-856-0990
TELEPHONE: SPECTRUM
 913-643-1901



- BENCHMARK: VERTICAL DATUM = NAVD88 BASED ON JOHNSON COUNTY VERTICAL DATUM JOHNSON COUNTY BENCHMARK NETWORK BERNSTEIN ALUMINUM DISK STAMPED #1106 IN EAST END OF THE NORTH HEADWALL OF ROB ON NORTH SIDE OF 191ST STREET 0.5± MILES EAST OF GARDNER ROAD. ELEVATION = 1025.79
- A. SQUARE CUT IN CENTER OF FRONT FACE OF CURB INLET ON EAST SIDE OF GARDNER ROAD AT MIDDLE OF PHILLIPS 66 (1886S GARDNER ROAD). ELEVATION = 1044.15
- B. SQUARE CUT ON NORTHWEST CORNER OF CONCRETE PAD FOR ELECTRIC TRANSFORMER PAD AT NORTHEAST CORNER OF GROUNDHOUSE COFFEE (1885S GARDNER ROAD). ELEVATION = 1046.77
- C. RAILROAD SPIKE WEST SIDE OF 5TH POWER POLE EAST OF GARDNER ROAD IN THE SOUTHEAST CORNER OF THE NEW LIFE COMMUNITY CHURCH PROPERTY (29200 W. 188TH STREET). ELEVATION = 1041.94
- D. RAILROAD SPIKE WEST SIDE OF 8TH POWER POLE EAST OF GARDNER ROAD SOUTHEAST CORNER OF THE NEW LIFE COMMUNITY CHURCH PROPERTY (29200 W. 188TH STREET). ELEVATION = 1041.94
- E. SQUARE CUT IN THE CENTER OF FRONT FACE OF CURB INLET ON SOUTH SIDE OF 188TH STREET, FIRST INLET EAST OF VIVIAN ROAD. ELEVATION = 1044.62



- LEGEND**
- ⊙ FIRE HYDRANT
 - ⊗ POWER POLE
 - ⊙ LIGHT POLE
 - ⊙ SANITARY SEWER MANHOLE
 - OHP- OVERHEAD POWER
 - SS- SANITARY SEWER LINE
 - G- GAS LINE
 - FM- SANITARY FORCE MAIN
 - ST- EXISTING STORM SEWER LINE
 - W- WATERLINE
 - STR- PROPOSED STORM SEWER LINE

DEVELOPER:
 GARDNER MOB OWNER, LLC
 BALLWIN, MO 63021
 ATTN: TIM BREECE
 PHONE: (314)503-5006
 EMAIL: TIM.BREECE@GMAIL.COM

ENGINEERS:
 McCLURE ENGINEERING CO.
 11031 STRANG LINE ROAD
 LENEXA, KANSAS 66215
 ATTN: TOM SMITH
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McCLURE ENGINEERING CO.
 11031 Strang Line Road
 Lenexa, KS 66215
 913.888.7800 FAX: 913.888.7868
 SURVEYING | ENGINEERING | CONSTRUCTION



SANO GARDNER MOB
 GARDNER, KANSAS
 PLAZA SOUTH, LOT 5

| | |
|------------|------------|
| Date | 07/01/2024 |
| Job Number | P-XXXX.XX |
| Drawn By | GSW |
| Checked By | TMS |

| Number | Date | Description |
|--------|-----------|---------------|
| 1 | 7-19-2024 | City Comments |
| 2 | 8-08-2024 | City Comments |

C-2.00
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 SITE GRADING PLAN

P:\2024\001419-000\04-Drawings\Civil\2024\001419-000 GR.dwg
 Aug 08, 2024, 10:15am

PRELIMINARY & FINAL SITE DEVELOPMENT PLAN
LOT 5 - PLAZA SOUTH
 PART OF THE SW 1/4 OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
 CITY OF GARDNER, JOHNSON COUNTY, KANSAS

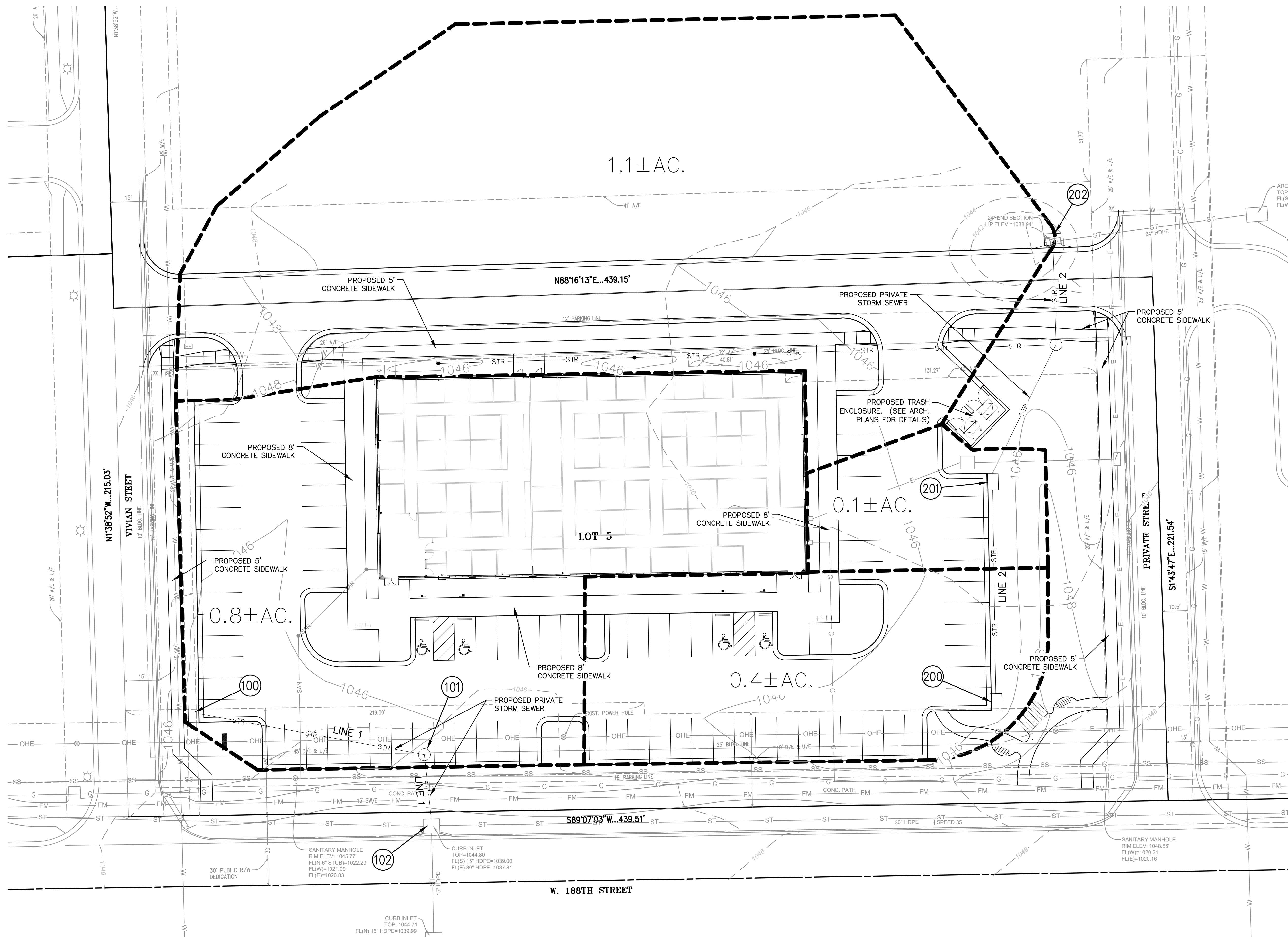
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6/21/2024

License - Missouri #A-2011012130



ACI/Boland, Inc.
 Kansas City | St. Louis
 1710 Wyandotte
 Kansas City, MO 64108
 T: 816.763.9600
 Licensee's Certificate of Authority Number:
 Missouri: #000958

CIVIL
McCLURE
 11031 STRANG LINE ROAD
 LENEXA, KS 66215
 T: 913-307-2522
 Licensee's Certificate of Authority Number:
 E2723



DESCRIPTION:

ALL OF LOT 5, PLAZA SOUTH, A SUBDIVISION OF LAND IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

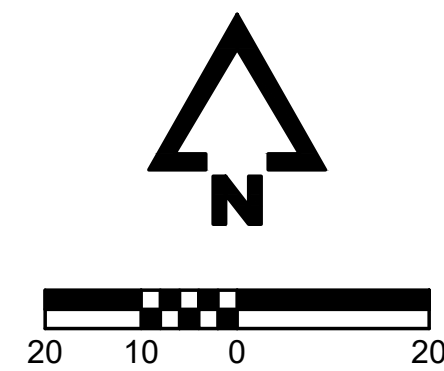
UTILITY NOTE:

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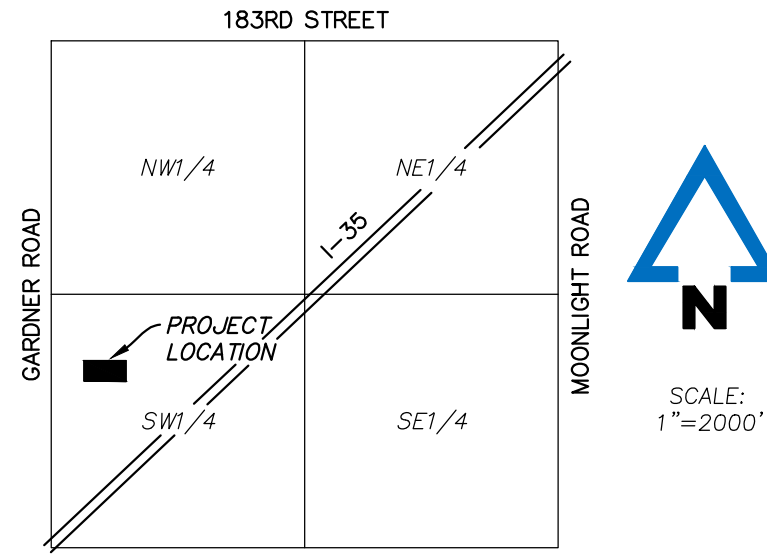
BENCHMARK: VERTICAL DATUM = NAVD88 BASED ON JOHNSON COUNTY VERTICAL DATUM JOHNSON COUNTY BENCHMARK NETWORK BERNSTEIN ALUMINUM DISK STAMPED #1106 IN EAST END OF THE NORTH HEADWALL OF ROB ON NORTH SIDE OF 191ST STREET 0.5± MILES EAST OF GARDNER ROAD. ELEVATION = 1025.79

- A. SQUARE CUT IN CENTER OF FRONT FACE OF CURB INLET ON EAST SIDE OF GARDNER ROAD AT MIDDLE OF PHILLIPS 66 (18865 GARDNER ROAD). ELEVATION = 1044.15
- B. SQUARE CUT ON NORTHWEST CORNER OF CONCRETE PAD FOR ELECTRIC TRANSFORMER PAD AT NORTHEAST CORNER OF GROUNDHOUSE COFFEE (18855 GARDNER ROAD). ELEVATION = 1046.77
- C. RAILROAD SPIKE WEST SIDE OF 5TH POWER POLE EAST OF GARDNER ROAD IN THE SOUTHEAST CORNER OF THIS DEVELOPMENT. ELEVATION = 1050.08
- D. RAILROAD SPIKE WEST SIDE OF 8TH POWER POLE EAST OF GARDNER ROAD SOUTHEAST CORNER OF THE NEW LIFE COMMUNITY CHURCH PROPERTY (29200 W. 188TH STREET). ELEVATION = 1041.94



LEGEND

- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- OVERHEAD POWER
- SANITARY SEWER LINE
- GAS LINE
- SANITARY FORCE MAIN
- EXISTING STORM SEWER LINE
- WATERLINE
- PROPOSED STORM SEWER LINE



SANO GARDNER MOB
GARDNER, KANSAS
PLAZA SOUTH, LOT 5

Date 07/01/2024
 Job Number P-XXXX.XX
 Drawn By GSW
 Checked By TMS

Revision
 Number Date Description
 1 7-19-2024 City Comments
 2 8-08-2024 City Comments

| LINE NO. | STR. NO. | I. RUNOFF | | | | | | | | | | II. STRUCTURE | | | | | | | | | | III. PIPE DESIGN | | | | | | | | | | HYDRAULIC NOTES |
|----------|----------|-----------|-----------|-----------------|------------------|-------------------|-------------|-------------|------|-------|-----------|---------------|-----------|--------------------|-----------------|---------|-----------------|-----------|------|---------|------------|------------------|------------|------------|------------|----------------------|----|----|-----|----|----|-----------------|
| | | "C" (AC.) | "A" (AC.) | ADD. AREA (AC.) | TOTAL AREA (AC.) | TOTAL "AxC" (AC.) | "Tc" (MIN.) | FREQ. (YR.) | "K" | C x K | C x K x A | "I" (IN.) | "Q" (CFS) | DESIGN FREQ. (YR.) | HYDROLOGY NOTES | UP STR. | LOW HEIGHT STR. | "D" (IN.) | "n" | "S" (%) | "T" (MIN.) | "d" (IN.) | "Vd" (FPS) | "Vp" (FPS) | "Qd" (CFS) | "Qcap" (CFS) | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | 10 | 25 | 100 | 10 | 25 | |
| 1 | 100 | 0.81 | 0.80 | 0.80 | 0.65 | 5.00 | 10 | 1.00 | 0.81 | 0.65 | 7.35 | 4.78 | 100 | | 100 | 101 | 18 | 0.013 | 0.64 | 0.18 | 14.47 | 5.42 | 4.76 | 8.26 | 8.40 | | | | | | | |
| | | | | | | | 25 | 1.10 | 0.89 | 0.71 | 8.53 | 6.07 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 100 | 1.25 | 1.00 | 0.80 | 10.32 | 8.26 | | | | | | | | | | | | | | | | | | | | |
| 101 | 0.81 | 0.00 | 0.80 | 0.65 | 5.18 | | 10 | 1.00 | 0.81 | 0.65 | 7.30 | 4.73 | 100 | | 101 | 102 | 18 | 0.013 | 0.64 | 0.03 | 14.36 | 5.42 | 4.76 | 8.20 | 8.40 | | | | | | | |
| | | | | | | | 25 | 1.10 | 0.89 | 0.71 | 8.46 | 6.03 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 100 | 1.25 | 1.00 | 0.80 | 10.25 | 8.20 | | | | | | | | | | | | | | | | | | | | |
| 2 | 200 | 0.81 | 0.40 | 0.40 | 0.32 | 5.00 | 10 | 1.00 | 0.81 | 0.32 | 7.35 | 2.38 | 100 | | 200 | 201 | 15 | 0.013 | 0.50 | 0.24 | 11.16 | 4.22 | 3.72 | 4.13 | 4.57 | | | | | | | |
| | | | | | | | 25 | 1.10 | 0.89 | 0.36 | 8.53 | 3.04 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 100 | 1.25 | 1.00 | 0.40 | 10.32 | 4.13 | | | | | | | | | | | | | | | | | | | | |
| 201 | 0.81 | 0.10 | 0.50 | 0.41 | 5.24 | | 10 | 1.00 | 0.81 | 0.41 | 7.28 | 2.95 | 100 | | 201 | 202 | 15 | 0.013 | 0.64 | 0.03 | 12.15 | 4.80 | 4.21 | 5.11 | 5.17 | | | | | | | |
| | | | | | | | 25 | 1.10 | 0.89 | 0.45 | 8.45 | 3.78 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 100 | 1.25 | 1.00 | 0.50 | 10.22 | 5.11 | | | | | | | | | | | | | | | | | | | | |
| 202 | 0.81 | 1.10 | 1.60 | 1.30 | 5.27 | | 10 | 1.00 | 0.81 | 1.30 | 7.27 | 9.42 | 100 | | 202 | Exist | 24 | 0.013 | 1.13 | 0.02 | 14.50 | 8.24 | 7.65 | 16.34 | 24.05 | Existing Storm Sewer | | | | | | |
| | | | | | | | 25 | 1.10 | 0.89 | 1.42 | 8.43 | 12.01 | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 100 | 1.25 | 1.00 | 1.60 | 10.21 | 16.34 | | | | | | | | | | | | | | | | | | | | |

DEVELOPER:
 GARDNER MOB OWNER, LLC
 BALLWIN, MO 63021
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C-3.00

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P:\2024\0419-000\04-Drawings\Civil\20240419-000_DS.dwg
 Aug 08, 2024, 10:13am

FINAL SITE DEVELOPMENT PLAN
 LOT 5 - PLAZA SOUTH
 PART OF THE SW 1/4 OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 22 EAST,
 CITY OF GARDNER, JOHNSON COUNTY, KANSAS

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 6/21/2024

License - Missouri #A-2011012130

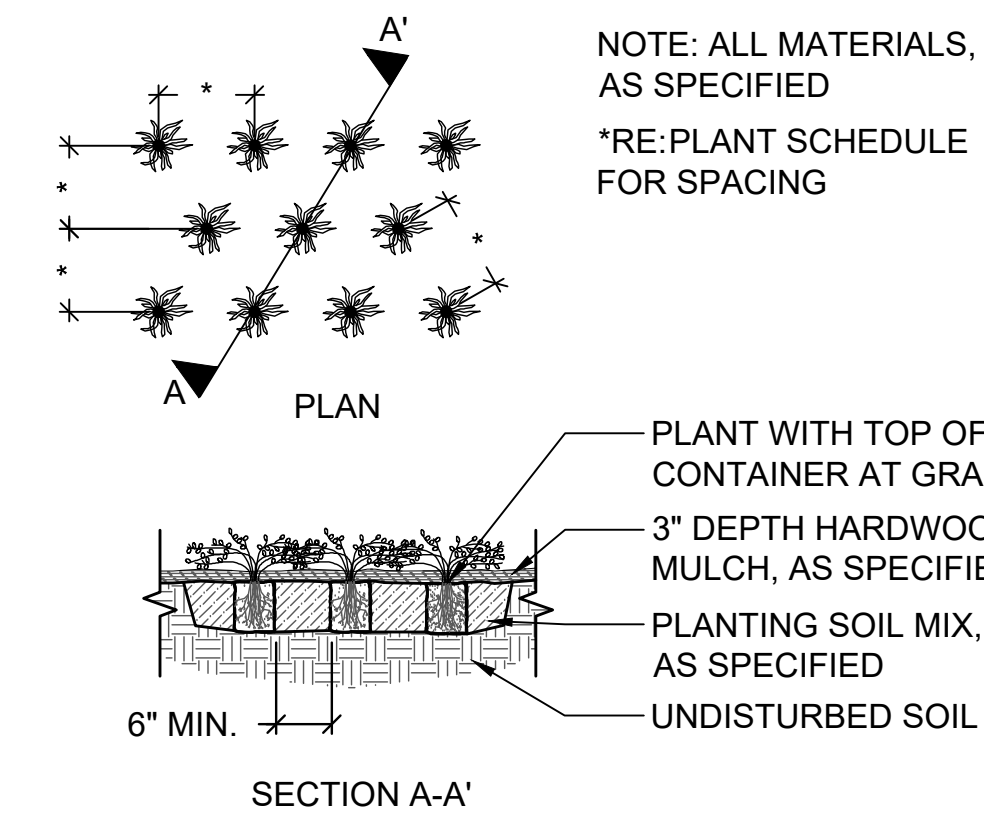
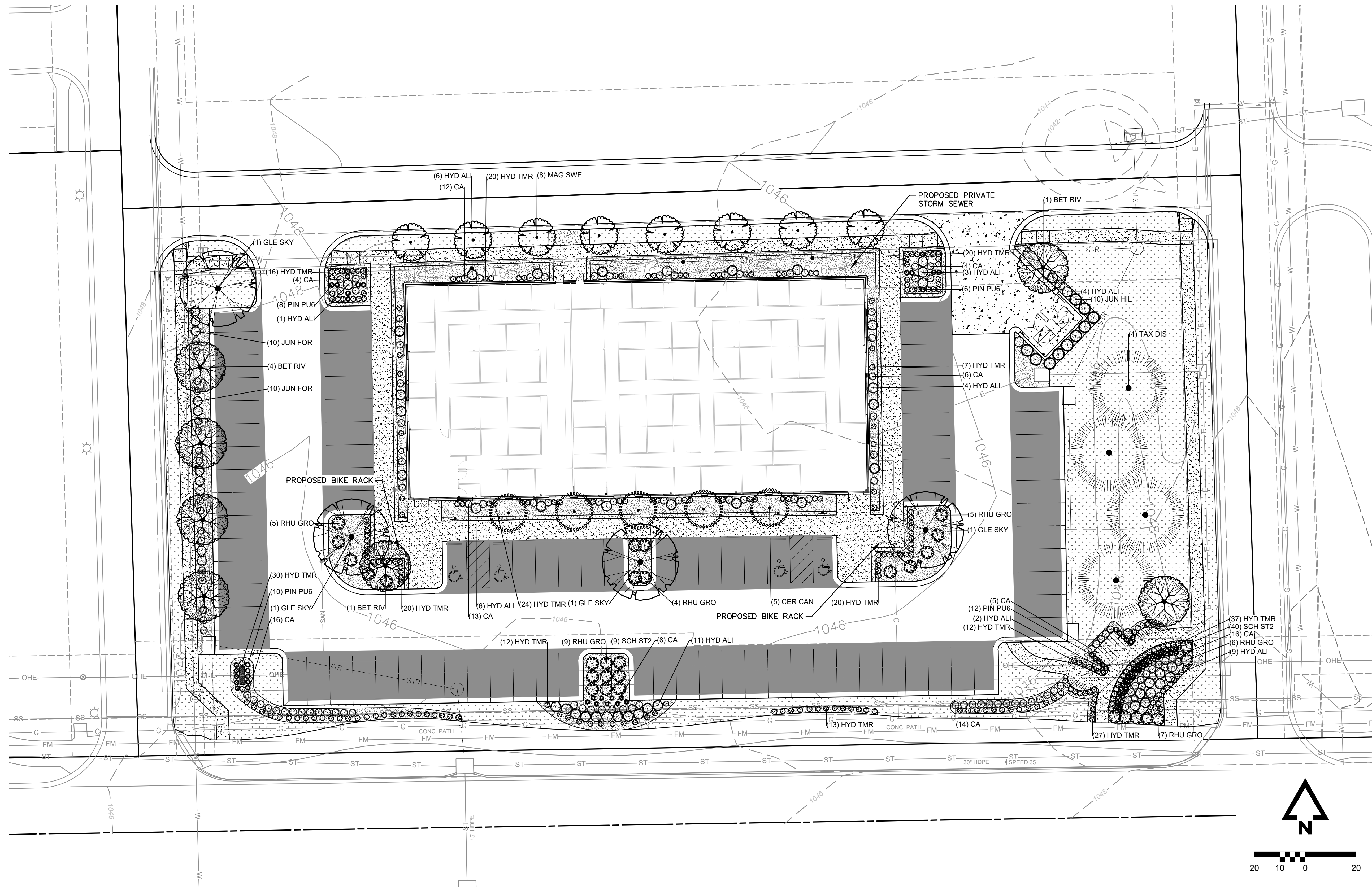
ACI
BOLAND
 ARCHITECTS

ACI/Boland, Inc.
 Kansas City | St. Louis
 1710 Wyandotte
 Kansas City, MO 64108
 T: 816.763.9600

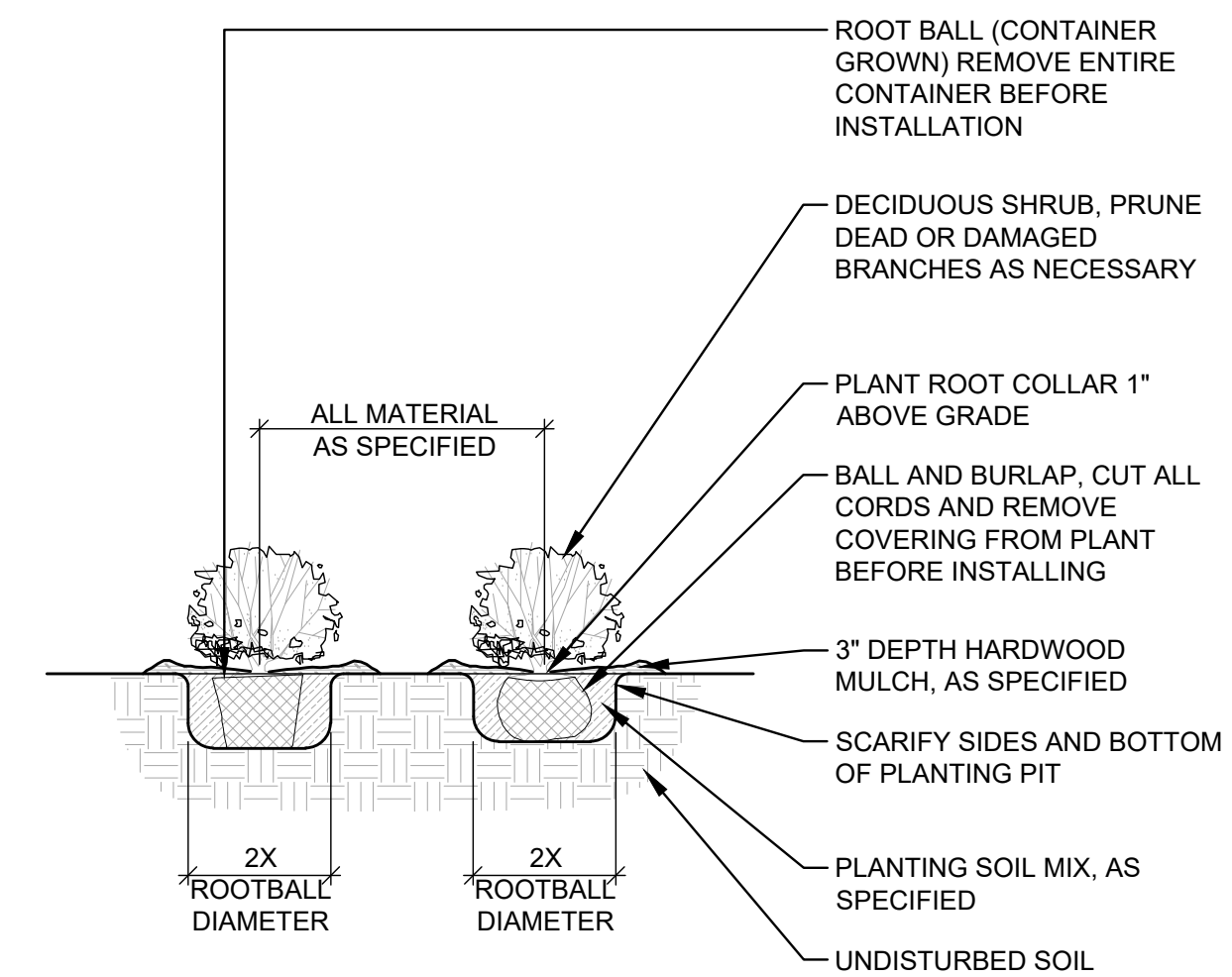
Licensee's Certificate of Authority Number:
 Missouri: #000958

CIVIL

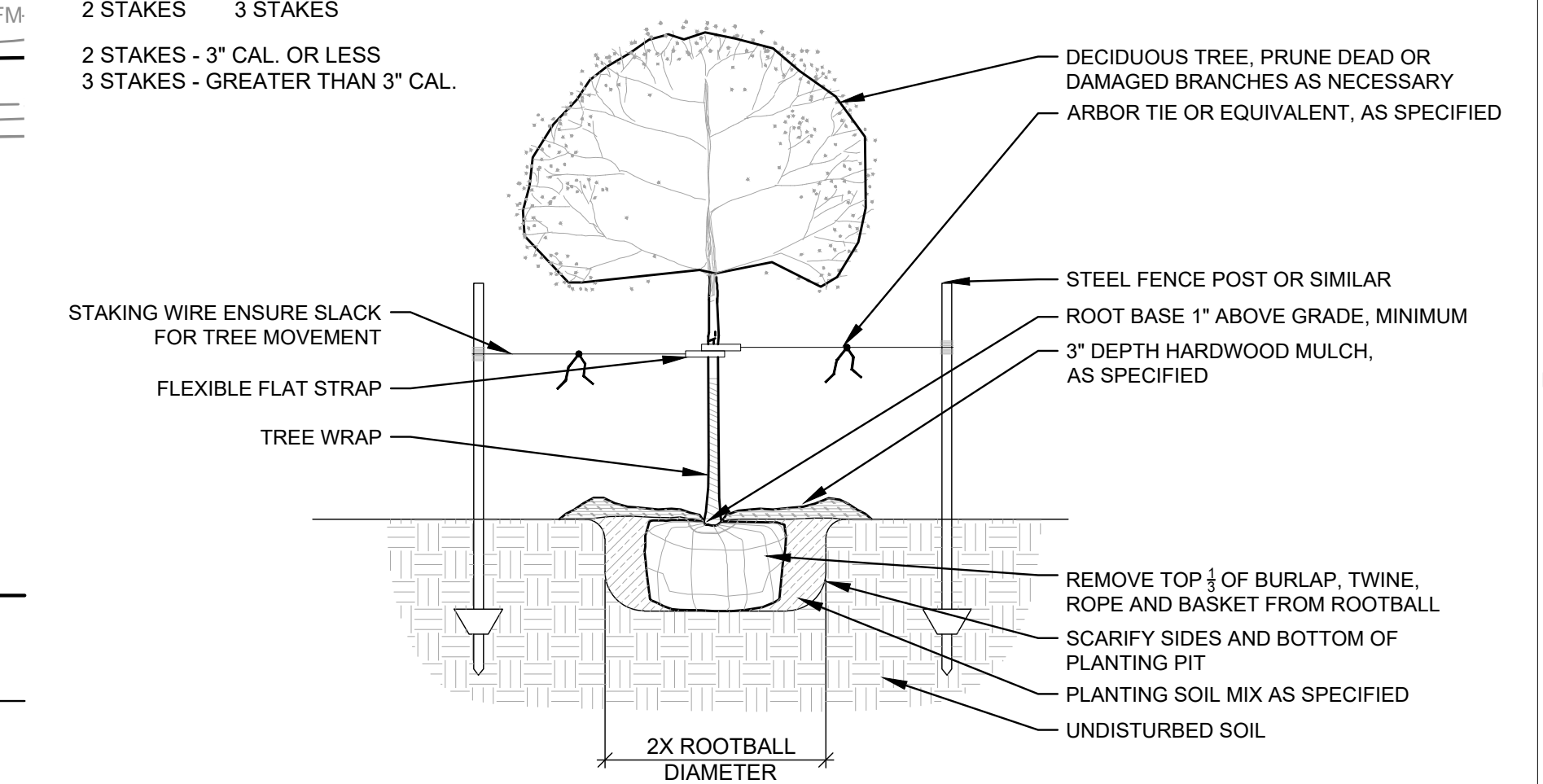
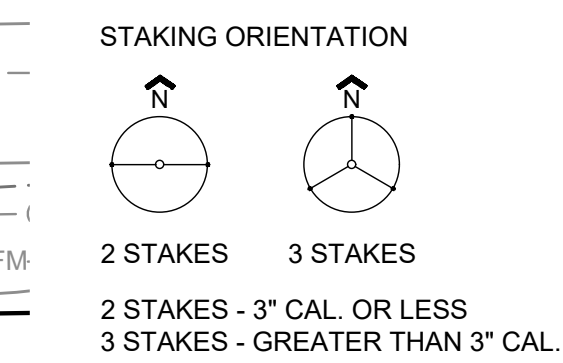
McCLURE
 11031 STRANG LINE ROAD
 LENEXA, KS 66215
 T: 913-307-2522
 Licensee's Certificate of Authority Number:
 E2723



1 GROUNDCOVER PLANTING
 1" = 1'-0" 329333.01-03



3 SHRUB AND PERENNIAL PLANTING
 1/2" = 1'-0" 329333.01-04



2 DECIDUOUS TREE PLANTING
 1/2" = 1'-0" 329343.01-03

1 LANDSCAPE PLAN
 SCALE: 1" = 20'

| LANDSCAPE REQUIREMENTS | |
|--|---|
| PER CHAPTER 17.06 OF THE CITY OF GARDNER, KANSAS SITE AND LANDSCAPE STANDARDS: | |
| FOUNDATION PLANTING (TABLE 8-1) | REQUIREMENT |
| | FOUNDATION PLANTING AREAS SHALL EXIST ALONG AT LEAST 25% OF STREET-FACING FACADES AND BE AT LEAST 8" DEEP |
| | 1 SMALL TREE FOR EVERY 40 LF OF FOUNDATION |
| | 1 SHRUB FOR EVERY 10 LF OF FOUNDATION |
| | PROVIDED |
| | PROVIDED PER PLAN - NORTH SIDE |
| | PROVIDED PER PLAN |
| | PROVIDED PER PLAN |
| PARKING AREAS (TABLE 8-1) | REQUIREMENT |
| | 1 LARGE OR MEDIUM TREE FOR EACH 40 SPACES (87) |
| | 1 SHRUB FOR EVERY 5 LF OF PERIMETER BUFFER ALONG FRONTAGE / STREET |
| | 1 LARGE OR MEDIUM TREE FOR EVERY 30 LF OF PERIMETER BUFFER |
| | PROVIDED |
| | 2 REQUIRED; 5 PARKING TREES PROVIDED |
| | PROVIDED PER PLAN |
| | PROVIDED PER PLAN |
| BUFFER PLANTING REQUIREMENTS (TABLE 8-2) | REQUIREMENT |
| | LEVEL 1 - A: REQUIREMENT: NA |
| | PROVIDED |
| | NO BUFFERS REQUIRED PER ZONING |

PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL / COMMON NAME | CONT | TREES |
|---------------|------|--|-------------------------|----------------|-------|
| SHRUBS | | | | | |
| CA | 119 | Cornus sericea 'Farrow' TM / Arctic Fire Red Twig Dogwood | 5 gal | B&B, 2" Cal. | |
| HYD TMR | 261 | Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea | 5 gal | B&B, 1.5" Cal. | |
| HYD ALI | 50 | Hydrangea quercifolia 'Alice' / Alice Oakleaf Hydrangea | 5 gal | | |
| JUN FOR | 10 | Juniperus chinensis 'Sea Green' / Sea Green Juniper | 5 gal | | |
| PIN PU6 | 36 | Pinus mugo 'Pumilio' / Dwarf Mugo Pine | 5 gal | | |
| RHU GRO | 30 | Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac | 5 gal | | |
| SCH ST2 | 49 | Schizachyrium scoparium / Standing Ovation Little Bluestem | 1 gal | | |
| TREES | | | | | |
| BET RIV | 7 | Betula nigra / River Birch | | B&B, 2" Cal. | |
| CER CAN | 5 | Cercis canadensis / Eastern Redbud | | B&B, 1.5" Cal. | |
| GLE SKY | 4 | Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust | | B&B, 2" Cal. | |
| JUN HIL | 10 | Juniperus virginiana 'Hillspire' / Hillspire Eastern Redcedar | | 6'-8" Ht. | |
| MAG SWE | 8 | Magnolia virginiana / Sweetbay Magnolia | | B&B, 1.5" Cal. | |
| TAX DIS | 4 | Taxodium distichum / Bald Cypress | | B&B, 2" Cal. | |

GROUND COVERS

| SYMBOL | QTY | DESCRIPTION | UNIT |
|--------|-----------|---|------|
| FH | 17,211 sf | Festuca var. / Heat-Tolerant Fescue Sod | SF |
| RR | 1,344 sf | Rock Mulch / Native Buff Rock | SF |
| WM | 6,395 sf | Wood Mulch / Cedar Wood Mulch | SF |

DEVELOPER:
 XXXXXXXX
 488 TERRINGTON DRIVE
 BALLWIN, MO 63021
 ATTN: TM BREECE
 PHONE: (314)503-5006
 EMAIL: TM.BREECE@GMAIL.COM

ENGINEERS:
 MCCLURE ENGINEERING CO.
 11031 STRANG LINE ROAD
 LENEXA, KANSAS 66215
 ATTN: TOM SMITH
 PHONE: (913) 888-7800
 FAX: (913) 888-7868
 EMAIL: TOM.SMITH@MCCLUREVISION.COM

McCLURE ENGINEERING CO.

11031 Strang Line Road
 Lenexa, KS 66215
 913.888.7800 FAX: 913.888.7868

SURVEYING | ENGINEERING | CONSTRUCTION



SANO GARDNER MOB
 GARDNER, KANSAS
 PLAZA SOUTH, LOT 5

Date 07/01/2024
 Job Number P-XXXX.XX
 Drawn By GSW
 Checked By TMS

| Number | Date | Description |
|--------|-----------|---------------|
| 1 | 7-19-2024 | City Comments |
| 2 | 8-08-2024 | City Comments |

L-1.00

LANDSCAPE PLAN

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EXTERIOR FINISH LEGEND

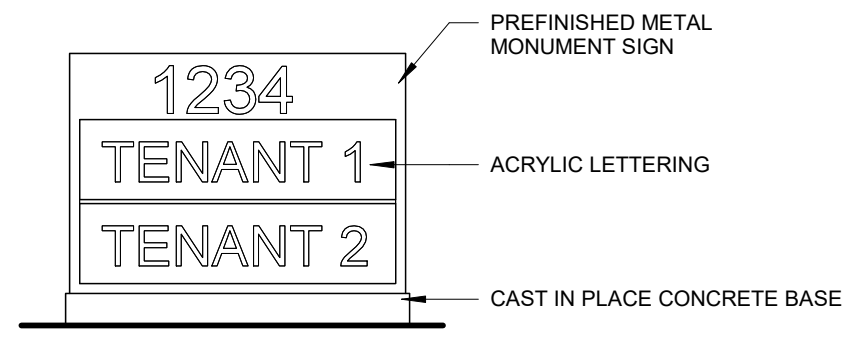
| MARK | MATERIAL | MANUF | COLOR/PATTERN | DIMENSION |
|------|----------|-------|---------------|-----------|
|------|----------|-------|---------------|-----------|



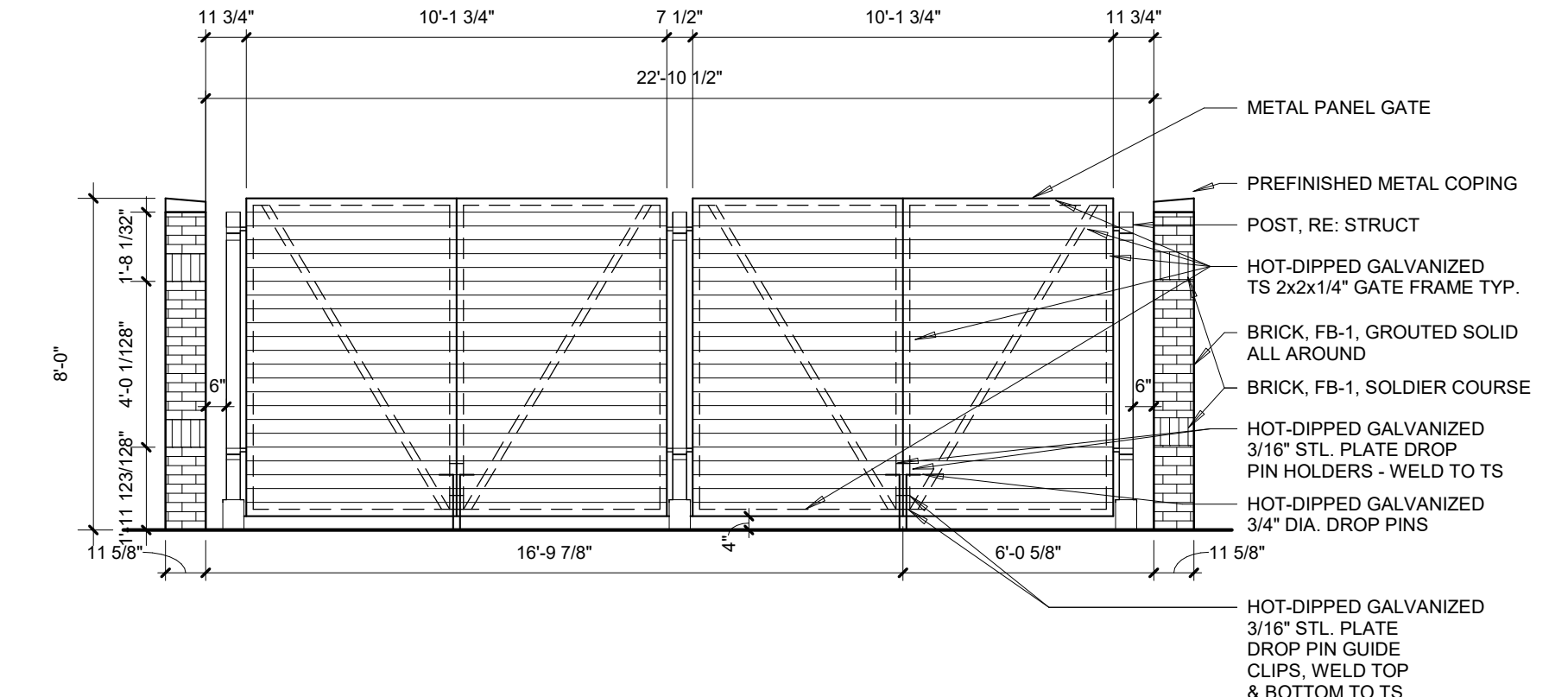
ACI/Boland, Inc.
Kansas City | St. Louis
1710 Wyandotte
Kansas City, MO 64108
T: 816.763.9600
Licensee's Certificate of Authority Number:
Missouri: #000958

CIVIL CONSULTANT
McCLURE
11031 Strang Line Rd.
Lenexa, KS 66215
913.888.7868
Licensee's Certificate of Authority Number:

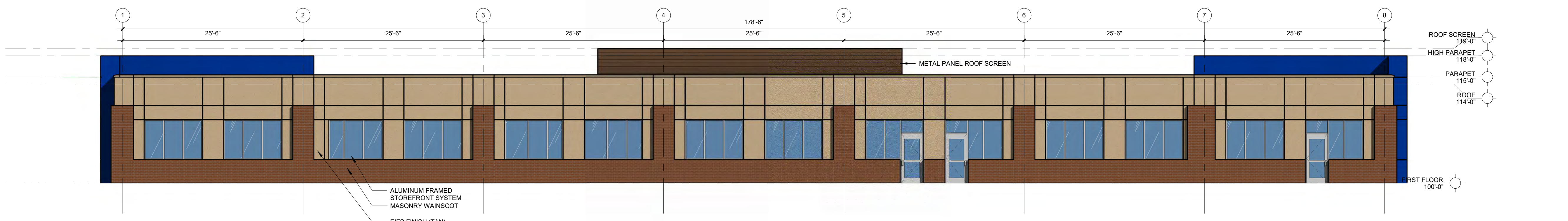
MEP CONSULTANT
GARVER
7509 NW Tiffany Springs Pkwy, Suite 200
Kansas City, MO 64153
816.298.6465
Licensee's Certificate of Authority Number:



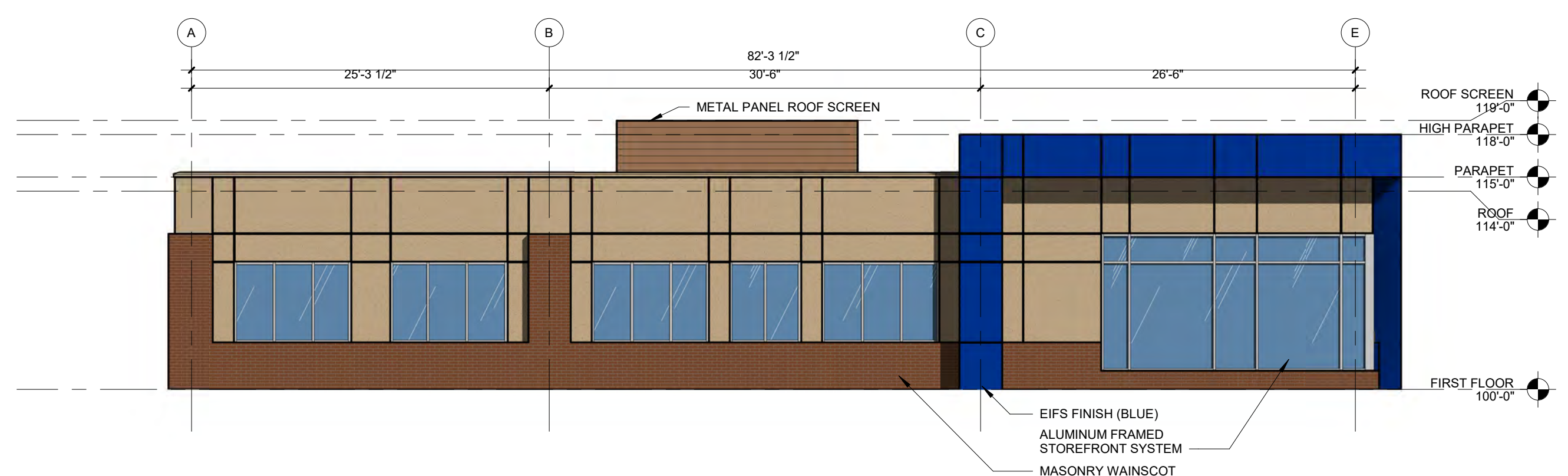
D3 MONUMENT SIGN
1/4" = 1'-0"



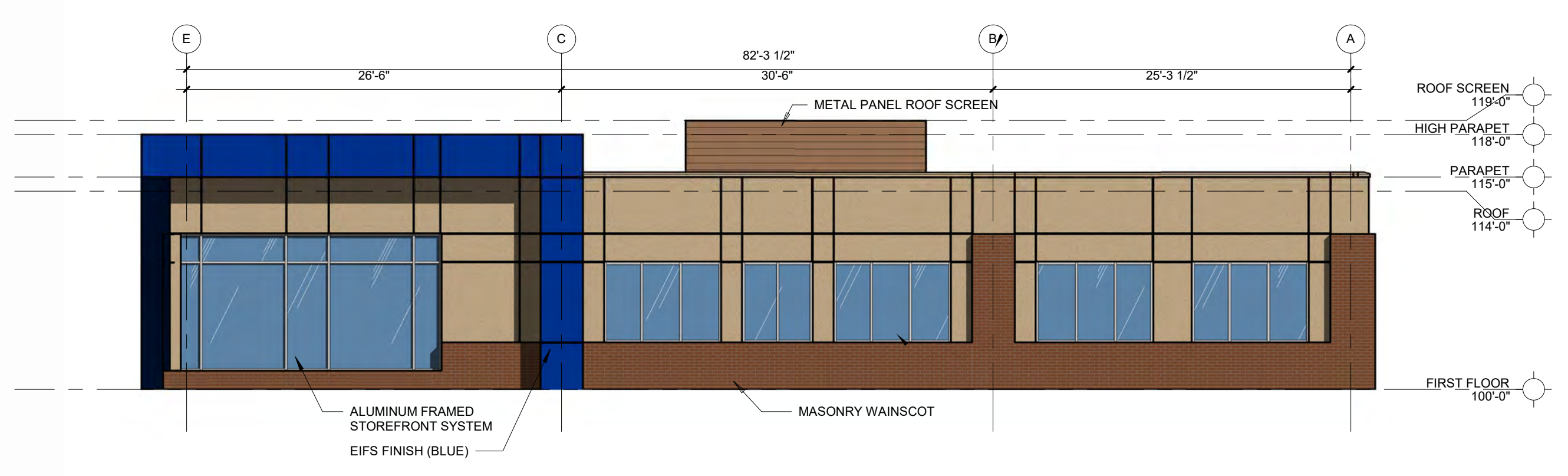
D1 TRASH ENCLOSURE FRONT ELEVATION
1/4" = 1'-0"



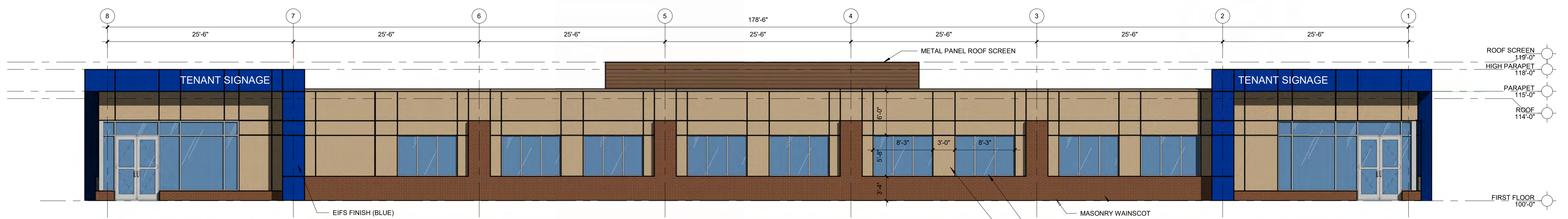
C1 BUILDING ELEVATION - NORTH
1/8" = 1'-0"



B4 BUILDING ELEVATION - WEST
1/8" = 1'-0"



B1 BUILDING ELEVATION - EAST
1/8" = 1'-0"



A1 BUILDING ELEVATION - SOUTH
1/8" = 1'-0"

**SANO GARDNER MOB
GARDNER, KANSAS
PLAZA SOUTH, LOT 5**

| | |
|------------|----------|
| Date | 06/28/24 |
| Job Number | 3-24093 |
| Drawn By | Author |
| Checked By | Checker |

| Number | Date | Description |
|--------|------|-------------|
|--------|------|-------------|

A500

City of Gardner, KS

Council Actions

September 16, 2024

The City Council took the following actions at the September 16, 2024, meeting:

1. Proclaimed September 17 through 23 as Constitution Week in the City of Gardner.
2. Approved the minutes as written for the regular meeting on September 3, 2024. (Passed unanimously)
3. Approved City expenditures prepared August 29, 2024 in the amount of \$716,696.95; September 3, 2024 in the amount of -\$51,706.20; and September 5, 2024 in the amount of \$694,594.91. (Passed unanimously)
4. Authorized the execution of an agreement with JEO Consulting Group, Inc. to perform design and study services related to the production of a stormwater master plan. (Passed unanimously)
5. Authorized the City Administrator to enter into a multi-year agreement with Axon for the purchase of Axon Body Worn Cameras, Axon Taser 10 upgrade, Axon Air License and support for drones, Axon interview room camera system for all interview rooms with GPD. (Passed unanimously)
6. Authorized the renewal and upgrade of Microsoft Office GCC G5 Licensing. (Passed unanimously)
7. Authorized the City Administrator to execute an agreement with Remodel Health to serve as the Third Party Administrator for the City's Individual Care Health Reimbursement Arrangement. (ICHRA) (Passed unanimously)
8. Accepted the dedication of right-of-way and easements on the final plat for Clare Crossing 1st Plat. (Passed unanimously)
9. Adopted an ordinance approving a rezoning from ACP-2 (Activity Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District; for potential commercial development of 2.2 acres located at the northeast corner of the intersection of W 188th St. and Vivian St. (Passed unanimously)