



AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 4, 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 March 4, 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

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 February 19, 2024
2. Standing approval of City expenditures prepared February 15, 2024 in the amount of \$128,197.28; and February 22, 2024 in the amount of \$275,370.14.
3. Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Energy Agency Board of Directors.
4. Consider authorizing the execution of a contract with Golconda Group, LLC to construct the Locust Street Joint Repairs Project.

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

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

OLD BUSINESS

NEW BUSINESS

None

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.

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

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February 19, 2024

The City Council of the City of Gardner, Kansas met in regular session on February 19, 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

PUBLIC HEARINGS

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on February 5, 2024.**
2. **Standing approval of City expenditures prepared February 1, 2024 in the amount of \$540,910.21; February 5, 2024 in the amount of \$1,987.00; and February 8, 2024 in the amount of \$555,131.08.**
3. **Consider an appointment to the Planning Commission.**

Councilmember McNeer made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

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

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

1. **Consider adopting ordinance approving a rezoning from County RUR (Rural) District to CP-3 (Planned Commercial), RP-3 (Planned Garden Apartment) and RP-5 (Planned Apartment) Districts; for potential commercial and residential development of 58.21 acres located at the southeast intersection of W 175th Street and Clare Road.**

Community Development Director David Knopick says this is a proposal for development at the southeast corner of the intersection of 175th Street and Clare. It is approximately 58 acres. The proposal is to divide the area into three zoning districts: 22 acres of planned commercial CP-3 for commercial development; 6.8 acres to RP-3 for either single family or duplex housing; and 17.5 acres to RP-5 for apartments. That is per the associated development plan included in the packet. This is being rezoned because when it was annexed, it retained it's county zoning of RUR (Rural Residential). The rezoning is done when there is a development proposal. It is converted into the city districts at that time. On Jan 18, the Planning Commission held a public hearing at which the applicant and staff spoke. The Planning Commission is recommending approval with four conditions. Condition number 4 is that this proposal has to go to the Johnson County Airport Commission, as well as the Board of County Commissioners. If you approve this ordinance, the publication will be held until we after the report from those agencies.

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

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February 19, 2024

Councilmember Deaton made a motion to accept the recommendation of the Planning Commission and approve Ordinance No. 2793, 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.

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2793.

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

NEW BUSINESS

1. Consider accepting a voluntary annexation with landowner consent.

Administrator Jim Pruetting said this is a voluntary annexation with landowner consent. The property is adjacent to the current city boundary on the west end of 199th Street at I-35. The agreement outlines the terms agreed upon by the City and the property owners. The terms are consistent with the direction of the governing body regarding annexation of rural property in the City's planning and growth area east of Interstate 35.

Councilmember Shute made a motion to accept the Voluntary Consent Annexation Agreement from the property owners identified within and adopt Ordinance No. 2794, an ordinance annexing land to 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 Ordinance number 2794.

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

2. Consider accepting a voluntary annexation with landowner consent.

Administrator Jim Pruetting says this is similar to the previous business item. This is adjacent to the previous property immediately to the west with the same terms and conditions. Staff recommends that you accept the voluntary annexation agreements from the property owners and adopt the ordinances as listed.

Councilmember Shute made a motion to accept the Voluntary Consent Annexation Agreement from the property owners identified within and adopt Ordinance No. 2795, an ordinance annexing land to 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 Ordinance number 2795.

Deaton:	Yes
Wiehn:	Yes

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Shute	Yes
McNeer:	Yes
Baldwin:	Yes

3. Consider adopting a resolution dissolving the Citizen Advisory Committees

Administrator Jim Pruetting said there was discussion last month about the committees not meeting on a consistent basis and the governing body discussed dissolving the committees and reached consensus to do so. Instead creating an ad-hoc committee to perform specific tasks as needed. Current advisory committee members as well as other Gardner residents wishing to volunteer will be given an opportunity to volunteer to serve on the ad-hoc committees in the future. The proposed resolution dissolves the Citizen Advisory Committees with the possibility of reforming either in their present or some other form on a project-by-project basis.

Councilmember Shute says this will make it easier to have project-related committees so people can have more relevant input and impact with things going on in the city. Councilmember Deaton thanks anyone who has served on any committee over the last several years and hopes that those people will stay involved. Councilmember McNeer says this is a great way to start getting involved in city government by participating in different committees.

Councilmember McNeer made a motion to adopt Resolution No. 2136, a resolution dissolving the Citizen Advisory Committees.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2136.

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

4. Consider approving a contract to purchase real property.

Administrator Jim Pruetting said in May 2020, the city adopted the Gardner Destination Downtown Plan. The plan outlines a vision for the desired look and feel of the downtown area through development and public open spaces. The acquisition of this property is the first step in that process. Staff continues to seek out opportunities to acquire additional properties to further advance the plan. Staff seeks approval to authorize the city administrator to execute the contract to purchase the property at 111 and 115 N. Center Street. This is a single residential property that has been divided into two parcels.

Councilmember Shute made a motion to authorize the city administrator to execute the contract to purchase the properties at and close on the properties.

Councilmember McNeer Seconded.

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

COUNCIL UPDATES

Community Development Director Knopick said there will be no Planning Commission in February as there were no items for the agenda. There will be a meeting in March as regularly scheduled.

Captain Hayes said the three officers promoted to sergeants started their assignments this week. The police department is excited to get them all started on training. We are one week away from the new external candidate coming on as a sergeant.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
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City Administrator Pruetting said he has had communications with several council members about the fiber companies working in easements. This work is no different than other utilities working in easements by state statute. Statute dictates that they must return the ground to the functional equivalent of its original state, but the fiber companies have been great when we reach out to them about fixing things we find as deficiencies. When a complaint comes in, we send out an inspector and when we see something that could be fixed in a reasonable manner, we reach out to the fiber company, and they have been very responsive. Wiehn asked who people should contact if there is an issue. Pruetting says to contact the company and then come to the city if their issue is not resolved. Kellen said they can contact public works if they need contact info and if they have already tried to contact, then we can mediate. The utility easement is not always between the sidewalk and the street.

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 Deaton the meeting adjourned at 7:16 pm.

City Clerk

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0001986	00	ANIXTER, INC.						
5507228-02	000289		00	02/15/2024	501-4130-441.52-31	TRANSFORMER SPADE LUGS	EFT:	382.40
5806879-02	000289		00	02/15/2024	501-4130-441.52-31	INSULATING CAP	EFT:	907.44
5907149-00	000289		00	02/15/2024	501-4130-441.52-31	BRACKET STRAP	EFT:	119.48
5952283-00	000289		00	02/15/2024	501-4130-441.52-31	HOUSE SERVICE WIRE 1/0	EFT:	4,608.81
						VENDOR TOTAL *	.00	6,018.13
0005014	00	ATTIC STORAGE OF GARDNER						
29703	000288		00	02/15/2024	001-6110-461.44-02	MONTHLY RENT - FEBRUARY	EFT:	1,105.00
						VENDOR TOTAL *	.00	1,105.00
0004994	00	BENEFITS DIRECT						
A025027	006278		00	02/15/2024	001-1120-411.21-01	BENEFITS DIRECT BILL	EFT:	50.14
A025027	006277		00	02/15/2024	001-1140-411.31-15	BENEFITS DIRECT BILL	EFT:	387.50
A025027	006279		00	02/15/2024	001-1140-411.21-01	BENEFITS DIRECT BILL	EFT:	35.68
A025027	006280		00	02/15/2024	001-1150-411.21-01	BENEFITS DIRECT BILL	EFT:	6.76
A025027	006282		00	02/15/2024	001-1305-413.21-01	BENEFITS DIRECT BILL	EFT:	16.92
A025027	006283		00	02/15/2024	001-1310-413.21-01	BENEFITS DIRECT BILL	EFT:	49.20
A025027	006285		00	02/15/2024	001-1330-413.21-01	BENEFITS DIRECT BILL	EFT:	14.46
A025027	006287		00	02/15/2024	001-2110-421.21-01	BENEFITS DIRECT BILL	EFT:	62.76
A025027	006288		00	02/15/2024	001-2120-421.21-01	BENEFITS DIRECT BILL	EFT:	324.38
A025027	006289		00	02/15/2024	001-2130-421.21-01	BENEFITS DIRECT BILL	EFT:	6.76
A025027	006290		00	02/15/2024	001-3110-431.21-01	BENEFITS DIRECT BILL	EFT:	14.46
A025027	006292		00	02/15/2024	001-3120-431.21-01	BENEFITS DIRECT BILL	EFT:	71.08
A025027	006293		00	02/15/2024	001-3130-431.21-01	BENEFITS DIRECT BILL	EFT:	66.16
A025027	006303		00	02/15/2024	001-6105-461.21-01	BENEFITS DIRECT BILL	EFT:	48.26
A025027	006304		00	02/15/2024	001-6120-461.21-01	BENEFITS DIRECT BILL	EFT:	66.12
A025027	006305		00	02/15/2024	001-7110-471.21-01	BENEFITS DIRECT BILL	EFT:	52.60
A025027	006306		00	02/15/2024	001-7120-471.21-01	BENEFITS DIRECT BILL	EFT:	24.62
A025027	006295		00	02/15/2024	501-4110-441.21-01	BENEFITS DIRECT BILL	EFT:	42.44
A025027	006296		00	02/15/2024	501-4120-441.21-01	BENEFITS DIRECT BILL	EFT:	27.98
A025027	006297		00	02/15/2024	501-4130-441.21-01	BENEFITS DIRECT BILL	EFT:	98.44
A025027	006298		00	02/15/2024	521-4210-442.21-01	BENEFITS DIRECT BILL	EFT:	6.76
A025027	006299		00	02/15/2024	521-4220-442.21-01	BENEFITS DIRECT BILL	EFT:	49.20
A025027	006300		00	02/15/2024	521-4230-442.21-01	BENEFITS DIRECT BILL	EFT:	87.34
A025027	006301		00	02/15/2024	531-4310-443.21-01	BENEFITS DIRECT BILL	EFT:	14.46
A025027	006302		00	02/15/2024	531-4320-443.21-01	BENEFITS DIRECT BILL	EFT:	67.06
A025027	006281		00	02/15/2024	601-1230-412.21-01	BENEFITS DIRECT BILL	EFT:	14.46
A025027	006286		00	02/15/2024	602-1340-413.21-01	BENEFITS DIRECT BILL	EFT:	52.60
A025027	006294		00	02/15/2024	603-3150-431.21-01	BENEFITS DIRECT BILL	EFT:	13.52
A025027	006284		00	02/15/2024	604-1320-413.21-01	BENEFITS DIRECT BILL	EFT:	37.20
A025027	006291		00	02/15/2024	605-3116-431.21-01	BENEFITS DIRECT BILL	EFT:	10.16
A025027	006275		00	02/15/2024	721-0000-202.03-07	BENEFITS DIRECT BILL	EFT:	10,135.26
A025027	006276		00	02/15/2024	721-0000-202.03-08	BENEFITS DIRECT BILL	EFT:	267.54
						VENDOR TOTAL *	.00	12,222.28
0001773	00	BHC RHODES						
45400	PI0081	008372	00	01/25/2024	130-3130-431.62-07	CENTER STREET INSPECTION	EFT:	4,345.00
						VENDOR TOTAL *	.00	4,345.00
0002420	00	BRENNTAG MID-SOUTH, INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002420	00	BRENNTAG MID-SOUTH, INC						
BMS598871	000287		00	02/15/2024	521-4220-442.52-13	HYDROFLUOROSILICIC ACID	EFT:	1,356.40
BMS599807	000287		00	02/15/2024	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	7,606.71
VENDOR TOTAL *							.00	8,963.11
0005293	00	BRIGHTSPEED						
313680665	1023	000291	00	02/15/2024	001-6110-461.40-03	CP TELEPHONE	EFT:	75.88
313680665	1123	000291	00	02/15/2024	001-6110-461.40-03	CP TELEPHONE	EFT:	77.03
313680665	1223	000292	00	02/15/2024	001-6110-461.40-03	CP TELEPHONE	EFT:	76.46
313680665	0124	000292	00	02/15/2024	001-6110-461.40-03	CP TELEPHONE	EFT:	76.46
313680665	0224	000292	00	02/15/2024	001-6110-461.40-03	CP TELEPHONE	EFT:	76.47
VENDOR TOTAL *							.00	382.30
0005198	00	CHARTER COMMUNICATIONS						
0108210020424	000289		00	02/15/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	42.75
VENDOR TOTAL *							.00	42.75
0001557	00	DATCO, INC						
214469	000270		00	02/15/2024	001-3120-431.53-02	TRAVIS M UNIFORM	25.00	
VENDOR TOTAL *							25.00	
0002768	00	DOS MUNDOS						
93202	000271		00	02/15/2024	117-3130-431.62-07	ADVERTISEMENT	EFT:	112.00
VENDOR TOTAL *							.00	112.00
0002363	00	DOUBLE CHECK CO, INC						
SMI-100298	000272		00	02/15/2024	551-4520-445.43-02	AIRPORT FUEL SYSTEM	EFT:	1,095.54
VENDOR TOTAL *							.00	1,095.54
0001101	00	GARDNER DISPOSAL SERVICE, INC.						
01-0000114	0224000273		00	02/15/2024	001-6120-461.40-02	TRASH SERVICE	EFT:	430.00
01-0000274	0224000274		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0224000275		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	23.33
01-0000274	0224000276		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	23.34
01-0000274	0224000277		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	23.33
01-0000274	0224000278		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	139.00
01-0000274	0224000279		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	40.00
01-0000274	0224000280		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0224000281		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	46.00
01-0000274	0224000282		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	40.00
01-0000274	0224000283		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0224000284		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0224000285		00	02/15/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	46.00
VENDOR TOTAL *							.00	951.00
0000028	00	GARDNER NEWS						
131686	000289		00	02/15/2024	001-1120-411.54-51	VETERANS DAY AD	EFT:	145.00
VENDOR TOTAL *							.00	145.00
0005254	00	GLMV ARCHITECTURE, 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
0005254 0128086	00	GLMV ARCHITECTURE, INC PI0084 008387	00	02/09/2024	551-4540-445.61-03	GARDNER K34 TERMINAL BLDG	EFT:	4,828.00
VENDOR TOTAL *							.00	4,828.00
0000181 9012381910	00	GRAINGER 000287	00	02/15/2024	521-4220-442.52-12	ELECTRIC THERMOSTATS	EFT:	50.04
VENDOR TOTAL *							.00	50.04
0000013 13913372	00	HACH COMPANY 000287	00	02/15/2024	521-4220-442.52-12	LAB SUPPLIES/REAGENTS	EFT:	384.00
VENDOR TOTAL *							.00	384.00
0000201 12231920 12231920	00	HASTY AWARDS 000291	00	02/15/2024	001-6110-461.47-53	YOUTH BASKETBALL MEDALS	EFT:	899.65
							EFT:	393.12
VENDOR TOTAL *							.00	1,292.77
0002095 1200594544 1200594544 1200594546	00	HDR ENGINEERING, INC 000294	00	02/15/2024	001-3130-431.31-10	TRAFFIC CONTROL ANALYSIS	EFT:	703.41
							EFT:	1,238.82
							EFT:	595.41
VENDOR TOTAL *							.00	2,537.64
0099999 000070093	00	HINKLE, ROBIN UT	00	02/14/2024	501-0000-229.00-00	FINAL BILL REFUND	3.17	
VENDOR TOTAL *							3.17	
0002671 161419073	00 0124	KANSAS GAS SERVICE 000287	00	02/15/2024	501-4130-441.40-04	NATURAL GAS	1,287.13	
VENDOR TOTAL *							1,287.13	
0000784 KC211371	00	KEY EQUIPMENT & SUPPLY CO 000289	00	02/15/2024	531-4330-443.52-04	VAL HOSE	EFT:	836.59
VENDOR TOTAL *							.00	836.59
0001446 EMP1-GD-2023-12000151 EMP1-GD-2024-01000289 EMP1-GD-2023-12000151 EMP1-GD-2024-01000289	00	KMEA EMP #1 OPERATING ACCT		01/25/2024 02/15/2024 01/25/2024 02/15/2024	501-0000-351.13-00 501-0000-351.13-00 501-4120-441.41-01 501-4120-441.41-01	DOGWOOD ENERGY REVENUE DOGWOOD ENERGY KMEA EMP1 - DECEMBER KMEA - EMPI JAN 2024	EFT: EFT: EFT: EFT:	245,247.70- 609,801.03- 236,974.70 992,103.03
VENDOR TOTAL *							.00	374,029.00
0004769 12201790	00	KRONOS SAASHR, INC 000289	00	02/15/2024	602-1340-413.47-05	UKG READY HR, TIME &	EFT:	1,767.94
VENDOR TOTAL *							.00	1,767.94
0099999 000064421	00	KS DCF LIEAP UT	00	02/08/2024	501-0000-229.00-00	MANUAL CHECK	366.00	
VENDOR TOTAL *							366.00	
0099999	00	KS DCF LIEAP						

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	KS DCF LIEAP						
000064421		UT	00	02/12/2024	501-0000-229.00-00	MANUAL CHECK	705.09	
						VENDOR TOTAL *	705.09	
0005186	00	LINDE GAS & EQUIPMENT						
40914929		000291	00	02/15/2024	001-6120-461.44-02	TORCHES	EFT:	42.22
						VENDOR TOTAL *	.00	42.22
0003579	00	MID-STATES MATERIALS LLC						
136354		000286	00	02/15/2024	001-3120-431.52-08	ROCK	981.11	
136354		000286	00	02/15/2024	551-4520-445.43-04	ROCK	377.11	
						VENDOR TOTAL *	1,358.22	
0003440	00	MIDWEST PUBLIC RISK- PL DEDUCTIBLES						
PL20230512.31	PI0042		00	01/18/2024	601-1230-412.45-02	FY 23-24 P&L CONTRIBUTION	CHECK #: 24099	348,745.00-
						VENDOR TOTAL *	.00	348,745.00-
0000393	00	OLSSON, INC.						
486096		PI0082 008102	00	02/08/2024	401-3140-431.62-04	PES 167TH 4 CRNRS-MNLIGHT	EFT:	22,683.09
486097		PI0083 008102	00	02/08/2024	401-3140-431.62-04	ROW 167TH, CNTR ST -MNLT	EFT:	2,010.07
						VENDOR TOTAL *	.00	24,693.16
0005219	00	POLYDYNE, INC						
1807550		000286	00	02/15/2024	521-4220-442.52-13	POLYMER	EFT:	1,206.00
						VENDOR TOTAL *	.00	1,206.00
0000946	00	RIGHT-WAY JANITORIAL INC						
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	2,500.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	275.07
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	362.50
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	42.71
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	362.50
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	42.71
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	604.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	64.28
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	725.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	99.38
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	670.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	100.41
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	900.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	78.67
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	3,800.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	271.65
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	100.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	100.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	100.00
3087		000289	00	02/15/2024	603-3150-431.42-01	JANITORIAL BILLING - FEB	EFT:	146.24
						VENDOR TOTAL *	.00	11,345.12
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS						

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
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS	022	PI0087	008186	00	12/01/2023	001-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	9,000.00
									VENDOR TOTAL *	.00	9,000.00
0004793	00	RIVERVIEW STONE, LLC	114900	000293		00	02/15/2024	001-6120-461.43-01	MULCH FOR PLANTERS - GAC	EFT:	1,342.00
									VENDOR TOTAL *	.00	1,342.00
0003304	00	SAFETY REMEDY INC	314378	000286		00	02/15/2024	001-6120-461.53-02	PPE - SAFETY GLASSES	EFT:	107.88
									VENDOR TOTAL *	.00	107.88
0000158	00	SANTA FE AIR CONDITIONING	216061	000286		00	02/15/2024	001-6120-461.31-15	CELEBRATION PARK-HVAC SER	EFT:	275.25
									VENDOR TOTAL *	.00	275.25
0004721	00	SCHULTE SUPPLY INC	S1210607.001	000290		00	02/15/2024	521-4230-442.52-02	BATTERY ADAPTER	EFT:	43.96
									VENDOR TOTAL *	.00	43.96
0001305	00	SCOTT RICE OFFICE WORKS	366824	000286		00	02/15/2024	603-3150-431.61-03	JUSTICE CENTER	EFT:	240.00
									VENDOR TOTAL *	.00	240.00
0005380	00	SHAWNEE COPY CENTER	137362	000286		00	02/15/2024	001-2110-421.52-20	ACCOUNT PAYABLE STAMP	EFT:	59.77
									VENDOR TOTAL *	.00	59.77
0000456	00	SMITH & LOVELESS, INC.	172284	000286		00	02/15/2024	531-4320-443.52-12	ADAPTER DOME-LIFT STATION	EFT:	157.52
									VENDOR TOTAL *	.00	157.52
0001566	00	STAPLES BUSINESS ADVANTAGE	8073145685	000288		00	02/15/2024	001-1150-411.52-20	DESK SIGN & PAPER CLIP	EFT:	33.77
									VENDOR TOTAL *	.00	33.77
0000022	00	T-MOBILE USA, INC.	979581282	0124	006240	00	02/15/2024	001-1120-411.40-03	MONTHLY BILLING	EFT:	90.75
			979581282	0124	006241	00	02/15/2024	001-1140-411.40-03	MONTHLY BILLING	EFT:	50.52
			979581282	0124	006255	00	02/15/2024	001-1305-413.40-03	MONTHLY BILLING	EFT:	40.23
			979581282	0124	006259	00	02/15/2024	001-3110-431.40-03	MONTHLY BILLING	EFT:	40.23
			979581282	0124	006261	00	02/15/2024	001-3120-431.40-03	MONTHLY BILLING	EFT:	308.00
			979581282	0124	006260	00	02/15/2024	001-3130-431.40-03	MONTHLY BILLING	EFT:	142.06
			979581282	0124	006257	00	02/15/2024	001-6105-461.40-03	MONTHLY BILLING	EFT:	201.02
			979581282	0124	006258	00	02/15/2024	001-6120-461.40-03	MONTHLY BILLING	EFT:	340.26
			979581282	0124	006244	00	02/15/2024	001-7110-471.40-03	MONTHLY BILLING	EFT:	40.23
			979581282	0124	006245	00	02/15/2024	001-7120-471.40-03	MONTHLY BILLING	EFT:	163.43
			979581282	0124	006246	00	02/15/2024	501-4110-441.40-03	MONTHLY BILLING	EFT:	160.92
			979581282	0124	006248	00	02/15/2024	501-4120-441.40-03	MONTHLY BILLING	EFT:	206.17
			979581282	0124	006247	00	02/15/2024	501-4130-441.40-03	MONTHLY BILLING	EFT:	120.69

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
0000022	00	T-MOBILE USA, INC.						
979581282	0124	006253	00	02/15/2024	521-4210-442.40-03	MONTHLY BILLING	EFT:	80.46
979581282	0124	006254	00	02/15/2024	521-4220-442.40-03	MONTHLY BILLING	EFT:	203.66
979581282	0124	006252	00	02/15/2024	521-4230-442.40-03	MONTHLY BILLING	EFT:	143.31
979581282	0124	006249	00	02/15/2024	531-4310-443.40-03	MONTHLY BILLING	EFT:	40.23
979581282	0124	006251	00	02/15/2024	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.69
979581282	0124	006250	00	02/15/2024	531-4330-443.40-03	MONTHLY BILLING	EFT:	143.32
979581282	0124	006242	00	02/15/2024	601-1230-412.40-03	MONTHLY BILLING	EFT:	40.23
979581282	0124	006256	00	02/15/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	173.72
979581282	0124	006243	00	02/15/2024	603-3150-431.40-03	MONTHLY BILLING	EFT:	50.52
979581282	0124	006263	00	02/15/2024	604-1320-413.40-03	MONTHLY BILLING	EFT:	80.46
979581282	0124	006262	00	02/15/2024	605-3116-431.40-03	MONTHLY BILLING	EFT:	61.60
						VENDOR TOTAL *	.00	3,042.71
0011111	00	TORI PHILPOT						
ACO TRAINING	000286		00	02/15/2024	001-2130-421.46-01	PER DIEM	153.40	
						VENDOR TOTAL *	153.40	
0000238	00	USA BLUE BOOK						
INV00270591	000290		00	02/15/2024	521-4230-442.52-20	TEST STRIPS	EFT:	175.82
						VENDOR TOTAL *	.00	175.82
0005256	00	VOYA BENEFIT STRATEGIES						
264823	000290		00	02/15/2024	001-1140-411.31-15	FEB '24 COBRA DIRECT BILL	EFT:	86.00
						VENDOR TOTAL *	.00	86.00
0000681	00	WATER ENVIRONMENT FEDERATION						
01777578	2024	000269	00	02/15/2024	531-4320-443.46-02	J.S. MILLHOLLAND RENEWAL	EFT:	85.00
						VENDOR TOTAL *	.00	85.00
						HAND ISSUED TOTAL ***		348,745.00-
						EFT/EPAY TOTAL ***		473,044.27
						TOTAL EXPENDITURES ****	3,898.01	124,299.27
						GRAND TOTAL *****		128,197.28

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
0005345 1363795	00	ACE IMAGEWEAR 000314	00	02/22/2024	605-3116-431.31-15	RAG SERVICE	EFT:	55.00
VENDOR TOTAL *							.00	55.00
0003528 21924	00	ADAMS PRO PHOTO 000639	00	02/22/2024	001-1110-411.52-20	PHOTOGRAPH & DELIVER FILE	EFT:	150.00
VENDOR TOTAL *							.00	150.00
0002636 01898212	00	ALTEC CAPITAL SERVICES, LLC 000639	00	02/22/2024	501-4130-441.44-02	LEASE FOR TRUCK #401	EFT:	3,645.52
01898213		000639	00	02/22/2024	501-4130-441.44-02	LEASE FOR TRUCK #402&405	EFT:	5,821.88
01898214		000639	00	02/22/2024	501-4130-441.44-02	LEASE FOR TRUCK #432	EFT:	3,440.80
01898215		000639	00	02/22/2024	501-4130-441.44-02	LEASE FOR TRUCK #403	EFT:	3,459.41
VENDOR TOTAL *							.00	16,367.61
0000056 71312	00	AMERICAN EQUIPMENT CO. PI0092 008427	00	02/15/2024	404-3110-411.61-09	2023 FORD UNIT #806	EFT:	17,543.00
71313		PI0093 008427	00	02/15/2024	404-3110-411.61-09	2023 FORD F350 TRK #513	EFT:	17,543.00
50548		000315	00	02/22/2024	605-3116-431.52-04	LIGHT BAR MOUNT	EFT:	129.14
VENDOR TOTAL *							.00	35,215.14
0000566 139528	00	AMERICAN TOPSOIL, INC. 000640	00	02/22/2024	521-4230-442.52-12	PULV	EFT:	74.00
139532		000640	00	02/22/2024	521-4230-442.52-12	PULV	EFT:	210.00
139534		000640	00	02/22/2024	521-4230-442.52-12	PULV	EFT:	210.00
139533		000640	00	02/21/2024	531-4330-443.52-12	PULV	EFT:	210.00
139535		000640	00	02/22/2024	531-4330-443.52-12	PULV	EFT:	210.00
VENDOR TOTAL *							.00	914.00
0005293 313014430	00 0224	BRIGHTSPEED 000641	00	02/22/2024	521-4220-442.40-03	TELEPHONE - WTP	EFT:	352.88
313440714	0224	000639	00	02/22/2024	551-4520-445.40-03	AIRPORT PHONE	EFT:	214.07
VENDOR TOTAL *							.00	566.95
0001842 CINV-71	00	CITY OF OLATHE 000639	00	02/22/2024	531-4320-443.31-15	LAB FEES - JAN 2024	EFT:	665.00
VENDOR TOTAL *							.00	665.00
0004817 3502207	00	CONVERGEONE, INC 000639	00	02/22/2024	602-1340-413.47-05	MARCH MONTHLY BILLING	EFT:	2,905.80
VENDOR TOTAL *							.00	2,905.80
0005445 55024941	00	CORPORATE HEALTH 000299	00	02/22/2024	601-1230-412.31-15	DRUG SCREENS	1,223.00	
VENDOR TOTAL *							1,223.00	
0005447 060585	00	D & S SANITATION 000639	00	02/22/2024	521-4220-442.31-15	SEPTIC CLEANOUT	425.00	
VENDOR TOTAL *							425.00	
0001557	00	DATCO, INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001557	00	DATCO, INC						
214479	000326		00	02/22/2024	001-2120-421.53-02	EMBROIDERED PATCHES	75.00	
214486	000326		00	02/22/2024	001-2120-421.53-02	EMBROIDERED PATCHES	75.00	
214480	000316		00	02/22/2024	551-4520-445.52-20	EMBROIDERY SERVICE	25.00	
						VENDOR TOTAL *	175.00	
0002363	00	DOUBLE CHECK CO, INC						
SMI-100517	000317		00	02/22/2024	551-4520-445.43-02	PUMP SERVICES	EFT:	2,290.34
						VENDOR TOTAL *	.00	2,290.34
0005047	00	ELITE AUTOMATION, LLC						
2432	000312		00	02/22/2024	603-3150-431.43-01	VEHICLE SERVICING	EFT:	310.00
						VENDOR TOTAL *	.00	310.00
0005361	00	GFI DIGITAL						
2770020	000318		00	02/22/2024	602-1340-413.47-05	MONTHLY COPIER BILLING	EFT:	1,783.77
						VENDOR TOTAL *	.00	1,783.77
0000181	00	GRAINGER						
9019974287	000319		00	02/22/2024	001-6120-461.52-01	SIGN REPLACEMENT	EFT:	252.36
9021572475	000320		00	02/22/2024	001-6120-461.43-02	SMALL EQUIP. REPAIRS	EFT:	35.33
						VENDOR TOTAL *	.00	287.69
0001840	00	GT DISTRIBUTORS INC						
UNIV0037872	000321		00	02/22/2024	001-2120-421.53-02	L/S SHIRTS	EFT:	134.78
INV0987694	000326		00	02/22/2024	001-2120-421.53-02	CELLAR BRASS, MAG POUCHES	EFT:	226.63
UNIV0038481	000326		00	02/22/2024	001-2120-421.53-02	UNIFORM	EFT:	241.67
						VENDOR TOTAL *	.00	603.08
0000463	00	HOLIDAY CONTRACTING, INC.						
OAKCREST & MOON	000640		00	02/22/2024	521-4230-442.31-15	CONCRETE	EFT:	1,850.00
625 N BERRY RD	000640		00	02/22/2024	521-4230-442.31-15	CONCRETE	EFT:	1,850.00
MAIN & WALNUT	000640		00	02/22/2024	521-4230-442.31-15	CONCRETE	EFT:	1,850.00
						VENDOR TOTAL *	.00	5,550.00
0003478	00	JCPRD						
1070408.020	000322		00	02/22/2024	001-6110-461.47-53	NCF LITTLE BALLERS PROGRA	4,846.50	
						VENDOR TOTAL *	4,846.50	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
3110262	000639		00	02/22/2024	531-4320-443.31-15	LOCATES	EFT:	84.00
						VENDOR TOTAL *	.00	84.00
0000332	00	KANSAS STATE TREASURER						
82276	000642		00	02/20/2024	001-0000-207.10-17	COURT JANUARY 2024	CHECK #:	133 283.00
82276	000642		00	02/20/2024	001-0000-207.10-13	COURT JANUARY 2024	CHECK #:	133 1,593.00
82276	000642		00	02/20/2024	001-0000-207.10-14	COURT JANUARY 2024	CHECK #:	133 418.00
82276	000642		00	02/20/2024	001-0000-207.10-12	COURT JANUARY 2024	CHECK #:	133 2,047.50
82276	000642		00	02/20/2024	001-0000-207.10-15	COURT JANUARY 2024	CHECK #:	133 500.00
82276	000642		00	02/20/2024	001-0000-207.10-16	COURT JANUARY 2024	CHECK #:	133 180.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000332	00	KANSAS STATE TREASURER						
82276	000643		00	02/20/2024	001-0000-207.10-11	COURT JANUARY 2024	CHECK #: 133	115.00
						VENDOR TOTAL *	.00	5,136.50
0001440	00	KCMRDA						
KCMRDA DUES	24000323		00	02/22/2024	001-6105-461.46-02	KCMRDA DUES 2024	75.00	
						VENDOR TOTAL *	75.00	
0000805	00	KMGA GAS SUPPLY OPERATING FUND						
GARD-2024-01	000641		00	02/22/2024	501-4120-441.41-50	NATURAL GAS	EFT:	158.39
						VENDOR TOTAL *	.00	158.39
0002489	00	KPERS						
1746357	000639		00	02/22/2024	721-0000-202.03-05	022224 PAY PERIOD	CHECK #: 112	704.18
1746351	000639		00	02/22/2024	721-0000-202.03-01	022224 PAY PERIOD	CHECK #: 112	55,282.53
						VENDOR TOTAL *	.00	55,986.71
0002490	00	KPF						
1746354	000639		00	02/22/2024	721-0000-202.03-02	022224 PAY PERIOD	CHECK #: 113	34,215.32
1746358	000639		00	02/22/2024	721-0000-202.03-05	022224 PAY PERIOD	CHECK #: 113	48.75
						VENDOR TOTAL *	.00	34,264.07
0004174	00	LEADSONLINE LLC						
408004	000324		00	02/22/2024	602-1340-413.47-05	LEADSONLINE SERVICE PACK	EFT:	4,037.00
						VENDOR TOTAL *	.00	4,037.00
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES						
24-60	PI0090 008503		00	12/01/2023	001-1110-411.46-02	2024 CITY MEMBERSHIP DUES	EFT:	13,816.19
200012749	000325		00	02/22/2024	001-1140-411.52-20	SERVICE GIFT CARDS	EFT:	1,002.00
						VENDOR TOTAL *	.00	14,818.19
0004949	00	LEGAL RECORD, THE						
L16650	000639		00	02/22/2024	117-3130-431.62-07	ADVERTISEMENT	EFT:	10.99
						VENDOR TOTAL *	.00	10.99
0005325	00	LEXIPOL, LLC						
INVCOR120084	PI0088 008505		00	11/01/2023	001-2120-421.46-01	SHIELD LEW APP	949.15	
INVCOR120084	PI0089 008505		00	11/01/2023	601-1230-412.31-15	SHIELD LEW APP	5,000.00	
						VENDOR TOTAL *	5,949.15	
0000233	00	MAXIMUM LAWN CARE						
17494	000326		00	02/22/2024	001-2110-421.31-15	SALT & ICE MELT	EFT:	370.00
						VENDOR TOTAL *	.00	370.00
0011111	00	MICHAEL FRANCHETT						
EDUCODE TRAININ	000298		00	02/22/2024	001-7120-471.46-01	PER DIEM	297.51	
						VENDOR TOTAL *	297.51	
0005319	00	MILLENNIUM CONSULTING LLC						
2155	PI0091 008329		00	01/02/2024	602-1340-413.47-05	CONSULTING SERVICES	EFT:	912.50

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
0005319	00	MILLENNIUM CONSULTING LLC									
									VENDOR TOTAL *	.00	912.50
0005296	00	MISSIONSQUARE RETIREMENT									
6458174		000639				00	02/22/2024	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	11,313.83
6458174		000639				00	02/22/2024	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101	287.59
									VENDOR TOTAL *	.00	11,601.42
0000142	00	OLATHE WINWATER WORKS									
189516	01	000640				00	02/22/2024	521-4230-442.52-31	SADDLE CORP	EFT:	4,500.00
									VENDOR TOTAL *	.00	4,500.00
0000256	00	OTTAWA COOP 48397									
094900		000639				00	02/22/2024	521-4230-442.52-09	RUBY RED DIESEL	EFT:	250.99
									VENDOR TOTAL *	.00	250.99
0005248	00	OTTAWA COOP 48430									
094831		000639				00	02/22/2024	001-3120-431.52-09	DYED DIESEL	EFT:	221.43
094851		000639				00	02/22/2024	001-3120-431.52-09	DYED DIESEL	EFT:	296.87
094881		000639				00	02/22/2024	001-3120-431.52-09	DYED DIESEL	EFT:	358.80
094912		000639				00	02/22/2024	001-3120-431.52-09	DYED DIESEL	EFT:	194.17
									VENDOR TOTAL *	.00	1,071.27
0001569	00	PAYCOR, INC									
INV05252645		000639				00	02/21/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	704.32
									VENDOR TOTAL *	.00	704.32
0003110	00	REJIS COMMISSION									
525581		000326				00	02/22/2024	001-2110-421.31-15	REJIS MONTHLY FEE	EFT:	93.89
525701		000326				00	02/22/2024	001-2110-421.31-15	YEARLY CONNECTION FEE	EFT:	1,154.75
									VENDOR TOTAL *	.00	1,248.64
0099999	00	RONALD & MARY FREUND									
CP19000000		0009000296				00	02/22/2024	001-1130-411.58-00	ANNEXATION REBATE	660.67	
CP19000000		0009000297				00	02/22/2024	001-1130-411.58-00	ANNEXATION REBATE	25.65	
									VENDOR TOTAL *	686.32	
0004830	00	SECURITY BANKCARD CENTER									
01/2024		000336				00	02/21/2024	001-1110-411.46-01	OFFICE SIGN COMPANY	EFT:	54.99
01/2024		000328				00	02/21/2024	001-1120-411.46-02	IN KAPIO	EFT:	50.00
01/2024		000329				00	02/21/2024	001-1120-411.54-51	AMAZON.COM TK6MH3CI2	EFT:	128.48
01/2024		000330				00	02/21/2024	001-1120-411.54-51	SQ 1977	EFT:	681.71
01/2024		000332				00	02/21/2024	001-1120-411.54-51	SQ 1977	EFT:	701.76
01/2024		000334				00	02/21/2024	001-1120-411.54-51	OTC BRANDS INC	EFT:	104.88
01/2024		000337				00	02/21/2024	001-1120-411.52-20	AMZN MKTP US R08VR7W82	EFT:	6.99
01/2024		000331				00	02/21/2024	001-1130-411.31-15	CANVA I04024-1305180	EFT:	12.95
01/2024		000333				00	02/21/2024	001-1130-411.31-15	4IMPRINT INC	EFT:	391.36
01/2024		000338				00	02/21/2024	001-1140-411.46-05	APWA - WORK ZONE	EFT:	995.00
01/2024		000339				00	02/21/2024	001-1140-411.52-20	SQ A BLOSSOM FOR EVERY O	EFT:	6.34
01/2024		000340				00	02/21/2024	001-1140-411.52-20	DOLLAR-GENERAL #1347	EFT:	14.50

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
0004830	00	SECURITY BANKCARD CENTER									
01/2024				000341		00	02/21/2024	001-1140-411.52-20	HELLO FLOWERS	EFT:	97.01
01/2024				000342		00	02/21/2024	001-1140-411.52-20	HELLO FLOWERS	EFT:	8.11
01/2024				000343		00	02/21/2024	001-1140-411.52-20	QUEENS PRICE CHOPPER #1	EFT:	67.97
01/2024				000346		00	02/21/2024	001-1305-413.46-02	WSU MARKETPLACE	EFT:	75.00
01/2024				000347		00	02/21/2024	001-1310-413.51-01	AMZN MKTP US R87DE2KE2	EFT:	20.21
01/2024				000348		00	02/21/2024	001-1310-413.52-20	AMZN MKTP US R04VQ45K2	EFT:	18.50
01/2024				000349		00	02/21/2024	001-1310-413.31-15	EFILE/FORMSTAX	EFT:	1.00
01/2024				000350		00	02/21/2024	001-1310-413.31-15	EFILE/FORMSTAX	EFT:	441.75
01/2024				000362		00	02/21/2024	001-1310-413.52-20	AMZN MKTP US R82YQ3LF1	EFT:	879.96
01/2024				000351		00	02/21/2024	001-1330-413.46-02	POCKETPRESS	EFT:	23.49
01/2024				000354		00	02/21/2024	001-1330-413.52-20	STAPLS7624889470000001	EFT:	207.29
01/2024				000364		00	02/21/2024	001-2110-421.46-02	NATIONAL ASSOCIATION O	EFT:	100.00
01/2024				000365		00	02/21/2024	001-2110-421.46-02	SQ KANSAS ASSOCIATION OF	EFT:	150.00
01/2024				000366		00	02/21/2024	001-2110-421.46-02	IACP	EFT:	150.00
01/2024				000367		00	02/21/2024	001-2110-421.46-02	IACP	EFT:	190.00
01/2024				000369		00	02/21/2024	001-2110-421.31-15	SQ BROCKMAN LANDSCAPE &	EFT:	60.00
01/2024				000370		00	02/21/2024	001-2110-421.52-20	BLAZERS RESTAURANT	EFT:	112.98
01/2024				000371		00	02/21/2024	001-2110-421.31-15	FITNESS MACHINE TECHNICIA	EFT:	160.00
01/2024				000372		00	02/21/2024	001-2110-421.46-01	FBI LEEDA INC	EFT:	795.00
01/2024				000373		00	02/21/2024	001-2110-421.52-20	AMZN MKTP US TK20M71M1	EFT:	49.99
01/2024				000374		00	02/21/2024	001-2110-421.52-20	AMZN MKTP US R877K48U2	EFT:	12.99
01/2024				000375		00	02/21/2024	001-2110-421.52-20	WAL-MART #5307	EFT:	42.50
01/2024				000377		00	02/21/2024	001-2110-421.46-01	4IMPRINT INC	EFT:	1,203.47
01/2024				000378		00	02/21/2024	001-2110-421.46-01	EB CODE ENFORCEMENT 1	EFT:	135.23
01/2024				000379		00	02/21/2024	001-2110-421.52-20	AMZN MKTP US TK0BF6RC1	EFT:	42.00
01/2024				000380		00	02/21/2024	001-2110-421.52-20	WESTLAKE HARDWARE #179	EFT:	259.97
01/2024				000381		00	02/21/2024	001-2110-421.52-20	TLF NEPSTADS FLOWERS AND	EFT:	67.99
01/2024				000385		00	02/21/2024	001-2110-421.46-05	FACEBK AVWY9X3KX2	EFT:	50.00
01/2024				000386		00	02/21/2024	001-2110-421.52-20	MURPHY TROPHY & ENGRAVING	EFT:	3.50
01/2024				000387		00	02/21/2024	001-2110-421.46-05	FACEBK 37CPTY3JX2	EFT:	75.00
01/2024				000388		00	02/21/2024	001-2110-421.46-05	FACEBK G57EKYTJX2	EFT:	16.79
01/2024				000389		00	02/21/2024	001-2110-421.52-20	CANVA I04034-44048807	EFT:	119.99
01/2024				000391		00	02/21/2024	001-2110-421.52-20	WESTLAKE HARDWARE #179	EFT:	8.97
01/2024				000394		00	02/21/2024	001-2110-421.52-20	AMZN MKTP US R25GI9002	EFT:	6.99
01/2024				000395		00	02/21/2024	001-2110-421.52-20	AMZN MKTP US R29GH10S2	EFT:	29.79
01/2024				000397		00	02/21/2024	001-2110-421.52-20	WAL-MART #5307	EFT:	7.58
01/2024				000404		00	02/21/2024	001-2110-421.46-02	MOCIC	EFT:	200.00
01/2024				000363		00	02/21/2024	001-2120-421.46-01	KU PUBLIC MGMT CTR	EFT:	1,295.00
01/2024				000368		00	02/21/2024	001-2120-421.52-20	DETECTACHEM INC	EFT:	624.93
01/2024				000376		00	02/21/2024	001-2120-421.43-05	VSP TIREHUB LLC	EFT:	540.00
01/2024				000382		00	02/21/2024	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	7.87
01/2024				000383		00	02/21/2024	001-2120-421.46-01	WPY THE ADAPTIVE WAY LLC	EFT:	296.10
01/2024				000384		00	02/21/2024	001-2120-421.46-01	KANSAS LE CIT COUNCIL	EFT:	1,000.00
01/2024				000390		00	02/21/2024	001-2120-421.46-01	FBI LEEDA INC	EFT:	795.00
01/2024				000392		00	02/21/2024	001-2120-421.52-20	HEARTSMART	EFT:	68.39
01/2024				000393		00	02/21/2024	001-2120-421.43-05	OREILLY 354	EFT:	122.34
01/2024				000396		00	02/21/2024	001-2120-421.52-20	RAMPART USA	EFT:	1,239.97
01/2024				000398		00	02/21/2024	001-2120-421.52-20	AMZN MKTP US R846Z4CC1	EFT:	8.99
01/2024				000399		00	02/21/2024	001-2120-421.52-20	AMZN MKTP US R89XW5740	EFT:	125.98

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
0004830	00	SECURITY BANKCARD CENTER									
01/2024			000400			00	02/21/2024	001-2120-421.52-20	AMAZON RET 112-667899	EFT:	50.49
01/2024			000401			00	02/21/2024	001-2120-421.52-20	AMZN MKTP US R06HS7OV0	EFT:	49.22
01/2024			000402			00	02/21/2024	001-2120-421.52-20	AMZN MKTP US R876G63X1	EFT:	248.24
01/2024			000403			00	02/21/2024	001-2120-421.46-01	WSU MARKETPLACE	EFT:	200.00
01/2024			000476			00	02/21/2024	001-2120-421.52-20	ULINE SHIP SUPPLIES	EFT:	690.40
01/2024			000405			00	02/21/2024	001-3110-431.46-02	KANSAS ASSOCIATION OF	EFT:	100.00
01/2024			000466			00	02/21/2024	001-3110-431.52-20	CALENDARS.COM	EFT:	18.59
01/2024			000406			00	02/21/2024	001-3120-431.52-20	AMZN MKTP US RT6H59O30	EFT:	50.39
01/2024			000407			00	02/21/2024	001-3120-431.52-20	AUSTINS BAR GRILL	EFT:	168.00
01/2024			000413			00	02/21/2024	001-3120-431.43-02	OREILLY 354	EFT:	98.06
01/2024			000424			00	02/21/2024	001-3120-431.53-02	WWW.AMAZON.COM MIKE G	EFT:	184.95
01/2024			000429			00	02/21/2024	001-3120-431.52-16	BOMGAARS 127	EFT:	34.99
01/2024			000440			00	02/21/2024	001-3120-431.43-02	TOMPKINS INDUSTRIES- INC	EFT:	8.58
01/2024			000441			00	02/21/2024	001-3120-431.52-02	SPRAYER SPECIALITIES INC	EFT:	76.57
01/2024			000442			00	02/21/2024	001-3120-431.52-16	WESTLAKE HARDWARE #179	EFT:	6.78
01/2024			000443			00	02/21/2024	001-3120-431.52-16	OREILLY 354	EFT:	163.93
01/2024			000444			00	02/21/2024	001-3120-431.52-20	PIZZA HUT 034252	EFT:	83.94
01/2024			000445			00	02/21/2024	001-3120-431.52-16	BOMGAARS 127	EFT:	7.99
01/2024			000446			00	02/21/2024	001-3120-431.52-16	BOMGAARS 127	EFT:	28.78
01/2024			000447			00	02/21/2024	001-3120-431.52-16	WESTLAKE HARDWARE #179	EFT:	7.99
01/2024			000451			00	02/21/2024	001-3120-431.53-02	NGROS WSTRN STR#2 INC	EFT:	574.95
01/2024			000452			00	02/21/2024	001-3120-431.52-10	IN MID AMERICAN SIGNAL	EFT:	360.00
01/2024			000453			00	02/21/2024	001-3120-431.52-09	QT 294 INSIDE	EFT:	59.00
01/2024			000454			00	02/21/2024	001-3120-431.52-16	CONSTRUCTION MATERIALS	EFT:	51.28
01/2024			000455			00	02/21/2024	001-3120-431.53-02	NGROS WSTRN STR#2 INC	EFT:	209.98
01/2024			000456			00	02/21/2024	001-3120-431.53-02	E. EDWARDS WORK WEAR	EFT:	156.35
01/2024			000460			00	02/21/2024	001-3120-431.52-20	BLAZERS RESTAURANT	EFT:	82.66
01/2024			000461			00	02/21/2024	001-3120-431.52-20	CHINA TASTE	EFT:	116.90
01/2024			000462			00	02/21/2024	001-3120-431.52-20	AUSTINS BAR GRILL	EFT:	176.80
01/2024			000463			00	02/21/2024	001-3120-431.52-20	AUSTINS BAR GRILL	EFT:	159.00
01/2024			000464			00	02/21/2024	001-3120-431.52-20	AUSTINS BAR GRILL	EFT:	176.80
01/2024			000465			00	02/21/2024	001-3120-431.52-16	CONSTRUCTION MATERIALS	EFT:	99.97
01/2024			000412			00	02/21/2024	001-3130-431.53-02	RED WING SHOES #648	EFT:	180.00
01/2024			000585			00	02/21/2024	001-6105-461.46-01	HOTEL HOTELBOOKING	EFT:	475.48
01/2024			000586			00	02/21/2024	001-6105-461.46-01	HOTEL HOTELBOOKING	EFT:	475.48
01/2024			000587			00	02/21/2024	001-6105-461.46-01	HOTEL HOTELBOOKING	EFT:	475.48
01/2024			000588			00	02/21/2024	001-6105-461.46-01	HOTELBOOKINGSERVFEE	EFT:	15.99
01/2024			000582			00	02/21/2024	001-6110-461.47-53	AMZN MKTP US JP2N80BN3	EFT:	55.65
01/2024			000583			00	02/21/2024	001-6110-461.47-53	AUSTINS BAR GRILL	EFT:	100.00
01/2024			000584			00	02/21/2024	001-6110-461.46-01	KANSAS RECREATION PA	EFT:	300.00
01/2024			000590			00	02/21/2024	001-6110-461.46-01	KANSAS RECREATION PA	EFT:	385.00
01/2024			000589			00	02/21/2024	001-6120-461.44-02	PRIMO WATER	EFT:	46.34
01/2024			000592			00	02/21/2024	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	151.42
01/2024			000593			00	02/21/2024	001-6120-461.44-02	PRIMO WATER	EFT:	38.36
01/2024			000594			00	02/21/2024	001-6120-461.52-20	STAPLES INC	EFT:	144.99
01/2024			000598			00	02/21/2024	001-6120-461.44-02	PRIMO WATER	EFT:	8.75
01/2024			000600			00	02/21/2024	001-6120-461.44-02	PRIMO WATER	EFT:	46.34
01/2024			000603			00	02/21/2024	001-6120-461.43-01	MENARDS 3343	EFT:	159.99
01/2024			000604			00	02/21/2024	001-6120-461.53-02	BOMGAARS 127	EFT:	22.99

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
0004830	00	SECURITY BANKCARD CENTER									
01/2024			000605			00	02/21/2024	001-6120-461.43-02	OREILLY 354	EFT:	4.99
01/2024			000606			00	02/21/2024	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	24.86
01/2024			000607			00	02/21/2024	001-6120-461.43-01	THE HOME DEPOT #2218	EFT:	15.72
01/2024			000608			00	02/21/2024	001-6120-461.52-02	BOMGAARS 127	EFT:	202.97
01/2024			000609			00	02/21/2024	001-6120-461.43-01	THE HOME DEPOT #2218	EFT:	114.30
01/2024			000610			00	02/21/2024	001-6120-461.43-01	WESTLAKE HARDWARE #179	EFT:	30.57
01/2024			000611			00	02/21/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	36.96
01/2024			000612			00	02/21/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	7.16
01/2024			000613			00	02/21/2024	001-6120-461.52-01	OREILLY 354	EFT:	61.96
01/2024			000614			00	02/21/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	31.99
01/2024			000615			00	02/21/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	75.44
01/2024			000616			00	02/21/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	10.57
01/2024			000617			00	02/21/2024	001-6120-461.43-02	WESTLAKE HARDWARE #179	EFT:	26.93
01/2024			000618			00	02/21/2024	001-6120-461.53-02	E. EDWARDS WORK WEAR	EFT:	652.95
01/2024			000619			00	02/21/2024	001-6120-461.52-01	BOMGAARS 127	EFT:	99.50
01/2024			000620			00	02/21/2024	001-6120-461.52-02	BOMGAARS 127	EFT:	139.88
01/2024			000621			00	02/21/2024	001-6120-461.52-20	CHINA TASTE	EFT:	43.80
01/2024			000622			00	02/21/2024	001-6120-461.46-01	KANSAS RECREATION PA	EFT:	535.00
01/2024			000623			00	02/21/2024	001-6120-461.46-01	KANSAS RECREATION PA	EFT:	535.00
01/2024			000624			00	02/21/2024	001-6120-461.43-05	AMZN MKTP US R09Y844E0	EFT:	90.72
01/2024			000625			00	02/21/2024	001-6120-461.52-01	AMZN MKTP US R07L03S80	EFT:	9.99
01/2024			000626			00	02/21/2024	001-6120-461.52-01	AMZN MKTP US R065I2JU2	EFT:	27.18
01/2024			000627			00	02/21/2024	001-6120-461.53-02	AMZN MKTP US R09PP4RG0	EFT:	77.98
01/2024			000628			00	02/21/2024	001-6120-461.43-02	PHILLIPS 66 - X PRESS	EFT:	80.00
01/2024			000591			00	02/21/2024	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	75.71
01/2024			000629			00	02/21/2024	001-7110-471.46-01	SUPERION LLC	EFT:	899.00
01/2024			000636			00	02/21/2024	001-7110-471.46-01	NEBRASKA PLANNING CONF	EFT:	235.00
01/2024			000630			00	02/21/2024	001-7120-471.52-20	AMZN MKTP US RT4LM2ON1	EFT:	13.59
01/2024			000631			00	02/21/2024	001-7120-471.46-02	INTL CODE COUNCIL INC	EFT:	160.00
01/2024			000632			00	02/21/2024	001-7120-471.46-02	INTL CODE COUNCIL INC	EFT:	792.00
01/2024			000633			00	02/21/2024	001-7120-471.46-01	INTL CODE COUNCIL	EFT:	900.00
01/2024			000634			00	02/21/2024	001-7120-471.46-01	SOUTHWES 5262246860700	EFT:	550.96
01/2024			000635			00	02/21/2024	001-7120-471.46-01	ORLEANS HOTEL & CASINO	EFT:	58.76
01/2024			000637			00	02/21/2024	001-7120-471.46-01	EDUCATIONAL INSTITUTE	EFT:	428.90
01/2024			000638			00	02/21/2024	001-7120-471.46-01	HILTON ADVPURCH8002367113	EFT:	1,192.70
01/2024			000493			00	02/21/2024	501-4110-441.52-20	STAPLS7624771734000001	EFT:	45.74
01/2024			000495			00	02/21/2024	501-4110-441.52-20	AMZN MKTP US TK2W42BW2	EFT:	70.98
01/2024			000496			00	02/21/2024	501-4110-441.52-20	AMZN MKTP US TK6H12VJ1	EFT:	89.99
01/2024			000497			00	02/21/2024	501-4110-441.52-20	WM SUPERCENTER #5307	EFT:	146.43
01/2024			000498			00	02/21/2024	501-4110-441.52-20	AMZN MKTP US RT1R522G2	EFT:	14.97
01/2024			000502			00	02/21/2024	501-4110-441.46-01	KANSAS RURAL WATER ASN	EFT:	400.00
01/2024			000503			00	02/21/2024	501-4110-441.46-02	TECHSTREET LLC	EFT:	176.00
01/2024			000504			00	02/21/2024	501-4110-441.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	150.00
01/2024			000508			00	02/21/2024	501-4110-441.52-20	BASS PRO STORE OLATHE K	EFT:	220.93
01/2024			000492			00	02/21/2024	501-4120-441.52-04	BIG O TIRES OF GARDNER	EFT:	1,202.48
01/2024			000505			00	02/21/2024	501-4120-441.43-02	AMZN MKTP US R26AN30N0	EFT:	799.00
01/2024			000506			00	02/21/2024	501-4120-441.43-02	AMZN MKTP US R08FQ8YT2	EFT:	8.98
01/2024			000507			00	02/21/2024	501-4120-441.52-20	WAL-MART #5307	EFT:	39.89
01/2024			000509			00	02/21/2024	501-4120-441.52-12	DKC DIGI KEY CORP	EFT:	262.14

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
0004830	00	SECURITY BANKCARD CENTER									
01/2024			000510			00	02/21/2024	501-4130-441.52-02	WESTLAKE HARDWARE #179	EFT:	27.36
01/2024			000511			00	02/21/2024	501-4130-441.52-02	THE HOME DEPOT #2201	EFT:	45.88
01/2024			000512			00	02/21/2024	501-4130-441.52-20	WESTLAKE HARDWARE #179	EFT:	2.62
01/2024			000513			00	02/21/2024	501-4130-441.47-04	THE UPS STORE 5784	EFT:	117.43
01/2024			000514			00	02/21/2024	501-4130-441.53-02	EEWW_OLATHE	EFT:	188.29
01/2024			000515			00	02/21/2024	501-4130-441.53-02	E. EDWARDS WORK WEAR	EFT:	150.97
01/2024			000516			00	02/21/2024	501-4130-441.53-02	EEWW_OLATHE	EFT:	528.51
01/2024			000517			00	02/21/2024	501-4130-441.52-12	THE HOME DEPOT 2218	EFT:	97.35
01/2024			000518			00	02/21/2024	501-4130-441.53-02	AMAZON.COM RT50B5N30	EFT:	139.56
01/2024			000519			00	02/21/2024	501-4130-441.52-02	AMERICAN RIGGERS SUPPLY I	EFT:	90.01
01/2024			000520			00	02/21/2024	501-4130-441.52-02	NOR NORTHERN TOOL	EFT:	807.25
01/2024			000521			00	02/21/2024	501-4130-441.52-04	MURPHY TRACTOR 31	EFT:	452.07
01/2024			000522			00	02/21/2024	501-4130-441.52-12	WHOLESALE BATTERIES INC	EFT:	45.29
01/2024			000523			00	02/21/2024	501-4130-441.52-12	WESTLAKE HARDWARE #179	EFT:	33.90
01/2024			000494			00	02/21/2024	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	155.97
01/2024			000524			00	02/21/2024	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	273.88
01/2024			000525			00	02/21/2024	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	154.93
01/2024			000526			00	02/21/2024	521-4220-442.52-20	WAL-MART #5307	EFT:	314.00
01/2024			000527			00	02/21/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	229.33
01/2024			000528			00	02/21/2024	521-4220-442.52-12	PATCHEN ELECTRIC AND INDU	EFT:	482.90
01/2024			000529			00	02/21/2024	521-4220-442.31-15	GOV KDHE WATER CERT OP	EFT:	330.00
01/2024			000530			00	02/21/2024	521-4220-442.52-20	THE HOME DEPOT #2218	EFT:	149.00
01/2024			000531			00	02/21/2024	521-4220-442.52-12	THE HOME DEPOT #2218	EFT:	66.46
01/2024			000532			00	02/21/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	51.83
01/2024			000533			00	02/21/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	51.83
01/2024			000534			00	02/21/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	47.88
01/2024			000535			00	02/21/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	74.08
01/2024			000536			00	02/21/2024	521-4220-442.52-12	BOMGAARS 127	EFT:	12.99
01/2024			000537			00	02/21/2024	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	47.96
01/2024			000538			00	02/21/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.47
01/2024			000499			00	02/21/2024	521-4230-442.46-01	KANSAS RURAL WATER ASN	EFT:	400.00
01/2024			000539			00	02/21/2024	521-4230-442.52-20	WAL-MART #5307	EFT:	33.72
01/2024			000541			00	02/21/2024	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	23.99
01/2024			000542			00	02/21/2024	521-4230-442.53-02	E. EDWARDS WORK WEAR	EFT:	101.15
01/2024			000543			00	02/21/2024	521-4230-442.53-02	E. EDWARDS WORK WEAR	EFT:	101.15
01/2024			000544			00	02/21/2024	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	19.58
01/2024			000545			00	02/21/2024	521-4230-442.52-09	OREILLY 354	EFT:	38.94
01/2024			000546			00	02/21/2024	521-4230-442.52-12	THE HOME DEPOT #2218	EFT:	109.20
01/2024			000547			00	02/21/2024	521-4230-442.53-02	EEWW_OLATHE	EFT:	110.35
01/2024			000548			00	02/21/2024	521-4230-442.52-12	INDUSTRIAL SALES COMPANY	EFT:	226.40
01/2024			000549			00	02/21/2024	521-4230-442.52-12	MID AMERICA HYDRAULIC	EFT:	650.00
01/2024			000550			00	02/21/2024	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	19.58
01/2024			000551			00	02/21/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	119.99
01/2024			000552			00	02/21/2024	521-4230-442.52-04	GO CARWASH KS-120 GARDNE	EFT:	10.00
01/2024			000553			00	02/21/2024	521-4230-442.46-01	HYATT REGENCY INDIANAP	EFT:	288.00
01/2024			000554			00	02/21/2024	521-4230-442.46-01	HYATT REGENCY INDIANAP	EFT:	288.00
01/2024			000555			00	02/21/2024	521-4230-442.52-02	BOMGAARS 127	EFT:	49.97
01/2024			000556			00	02/21/2024	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	46.97
01/2024			000558			00	02/21/2024	521-4230-442.46-01	HYATT REGENCY INDIANAP	EFT:	288.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
01/2024			000559			00	02/21/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	9.98
01/2024			000560			00	02/21/2024	521-4230-442.52-20	SPRAYER SPECIALITIES INC	EFT:	10.30
01/2024			000501			00	02/21/2024	531-4320-443.46-01	KANSAS RURAL WATER ASN	EFT:	430.00
01/2024			000561			00	02/21/2024	531-4320-443.52-12	OREILLY 354	EFT:	439.10
01/2024			000562			00	02/21/2024	531-4320-443.52-20	AMZN MKTP US TK2SY5BM0	EFT:	18.04
01/2024			000563			00	02/21/2024	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	202.58
01/2024			000564			00	02/21/2024	531-4320-443.52-01	OREILLY 354	EFT:	65.94
01/2024			000565			00	02/21/2024	531-4320-443.52-09	OREILLY 354	EFT:	93.32
01/2024			000566			00	02/21/2024	531-4320-443.52-09	OREILLY 354	EFT:	59.96
01/2024			000567			00	02/21/2024	531-4320-443.52-01	AMZN MKTP US R01BT4D20	EFT:	30.99
01/2024			000568			00	02/21/2024	531-4320-443.43-05	BIG O TIRES OF GARDNER	EFT:	1,312.42
01/2024			000569			00	02/21/2024	531-4320-443.52-02	HARBOR FREIGHT TOOLS 619	EFT:	224.87
01/2024			000570			00	02/21/2024	531-4320-443.52-01	BOMGAARS 127	EFT:	56.00
01/2024			000571			00	02/21/2024	531-4320-443.52-04	OREILLY 354	EFT:	97.82
01/2024			000572			00	02/21/2024	531-4320-443.52-01	NTE 5471	EFT:	81.99
01/2024			000573			00	02/21/2024	531-4320-443.52-01	THE HOME DEPOT #2218	EFT:	64.94
01/2024			000574			00	02/21/2024	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	43.37
01/2024			000575			00	02/21/2024	531-4320-443.52-12	AMZN MKTP US R28GF9ML0	EFT:	23.78
01/2024			000576			00	02/21/2024	531-4320-443.52-12	AMAZON RETAIL 272	EFT:	525.68
01/2024			000577			00	02/21/2024	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	26.94
01/2024			000578			00	02/21/2024	531-4320-443.52-01	WM SUPERCENTER #5307	EFT:	40.63
01/2024			000579			00	02/21/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	9.18
01/2024			000580			00	02/21/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	14.99
01/2024			000581			00	02/21/2024	531-4320-443.52-09	OREILLY 354	EFT:	74.99
01/2024			000500			00	02/21/2024	531-4330-443.46-01	KANSAS RURAL WATER ASN	EFT:	400.00
01/2024			000540			00	02/21/2024	531-4330-443.52-20	WESTLAKE HARDWARE #179	EFT:	29.16
01/2024			000557			00	02/21/2024	531-4330-443.53-02	BOMGAARS 127	EFT:	108.91
01/2024			000449			00	02/21/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	8.23
01/2024			000450			00	02/21/2024	551-4520-445.43-03	CES 491	EFT:	159.42
01/2024			000458			00	02/21/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	19.18
01/2024			000344			00	02/21/2024	601-1230-412.52-20	AMZN MKTP US TK1G65DY0	EFT:	19.18
01/2024			000345			00	02/21/2024	601-1230-412.52-20	AMZN MKTP US RT8N93J52	EFT:	18.00
01/2024			000335			00	02/21/2024	602-1340-413.47-05	EIG CONSTANTCONTACT.COM	EFT:	656.00
01/2024			000355			00	02/21/2024	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	6.50
01/2024			000356			00	02/21/2024	602-1340-413.52-06	AMAZON.COM TK7EE0PF2	EFT:	299.34
01/2024			000357			00	02/21/2024	602-1340-413.52-06	AMAZON.COM TK3YE3562	EFT:	349.00
01/2024			000358			00	02/21/2024	602-1340-413.52-20	AMZN MKTP US TK29W6MY1	EFT:	114.97
01/2024			000359			00	02/21/2024	602-1340-413.52-06	AMAZON RET 113-782683	EFT:	219.00
01/2024			000360			00	02/21/2024	602-1340-413.52-06	AMAZON.COM R82178QC0	EFT:	469.99
01/2024			000361			00	02/21/2024	602-1340-413.52-06	AMAZON RET 113-138206	EFT:	59.76
01/2024			000467			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	2.37
01/2024			000468			00	02/21/2024	603-3150-431.52-01	RAMAIR INC	EFT:	55.20
01/2024			000469			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	13.58
01/2024			000470			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	20.32
01/2024			000471			00	02/21/2024	603-3150-431.52-01	RAMAIR INC	EFT:	26.16
01/2024			000472			00	02/21/2024	603-3150-431.52-01	THE HOME DEPOT 2218	EFT:	209.55
01/2024			000473			00	02/21/2024	603-3150-431.52-01	THE HOME DEPOT 2201	EFT:	86.64
01/2024			000474			00	02/21/2024	603-3150-431.52-01	GRAINGER	EFT:	204.00
01/2024			000475			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	4.59

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
0004830	00	SECURITY BANKCARD CENTER									
01/2024			000477			00	02/21/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	51.33
01/2024			000478			00	02/21/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	20.98
01/2024			000479			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	5.20
01/2024			000480			00	02/21/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	12.97
01/2024			000481			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	37.99
01/2024			000482			00	02/21/2024	603-3150-431.52-01	BATTERIES+BULBS #259	EFT:	219.07
01/2024			000483			00	02/21/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	11.98
01/2024			000484			00	02/21/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	20.71
01/2024			000485			00	02/21/2024	603-3150-431.52-01	BATTERIES+BULBS #259	EFT:	63.80
01/2024			000486			00	02/21/2024	603-3150-431.52-02	AMZN MKTP US R02XN5GK0	EFT:	129.99
01/2024			000487			00	02/21/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	35.99
01/2024			000488			00	02/21/2024	603-3150-431.52-02	AMZN MKTP US R85RK4KU1	EFT:	15.95
01/2024			000489			00	02/21/2024	603-3150-431.52-02	AMZN MKTP US R284Q2EN0	EFT:	61.70
01/2024			000490			00	02/21/2024	603-3150-431.52-02	AMZN MKTP US R29HS3GS0	EFT:	42.63
01/2024			000491			00	02/21/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	45.83
01/2024			000352			00	02/21/2024	604-1320-413.52-20	STAPLS7623575051000001	EFT:	165.36
01/2024			000353			00	02/21/2024	604-1320-413.52-20	STAPLS7624227068000002	EFT:	30.96
01/2024			000408			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	75.98
01/2024			000409			00	02/21/2024	605-3116-431.52-09	OREILLY 354	EFT:	854.98
01/2024			000410			00	02/21/2024	605-3116-431.52-04	AMAZON.COM R09JJ4820	EFT:	104.98
01/2024			000411			00	02/21/2024	605-3116-431.52-04	AMAZON.COM R86473711	EFT:	104.98
01/2024			000414			00	02/21/2024	605-3116-431.52-05	OREILLY 354	EFT:	76.13
01/2024			000415			00	02/21/2024	605-3116-431.52-05	OREILLY 354	EFT:	152.18
01/2024			000416			00	02/21/2024	605-3116-431.43-05	OLATHE FORD SERVICE	EFT:	217.75
01/2024			000417			00	02/21/2024	605-3116-431.52-20	WESTLAKE HARDWARE #179	EFT:	18.98
01/2024			000418			00	02/21/2024	605-3116-431.31-15	JOCO MOTOR VEHICLE OLATHE	EFT:	135.00
01/2024			000419			00	02/21/2024	605-3116-431.31-15	JOCO MOTOR VEHICLE OLATHE	EFT:	3.24
01/2024			000420			00	02/21/2024	605-3116-431.52-20	OREILLY 354	EFT:	149.98
01/2024			000421			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	29.73
01/2024			000422			00	02/21/2024	605-3116-431.52-05	OREILLY 354	EFT:	13.77
01/2024			000423			00	02/21/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	998.48
01/2024			000425			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	13.52
01/2024			000426			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	48.20
01/2024			000427			00	02/21/2024	605-3116-431.52-04	AMZN MKTP US RT66P4230	EFT:	166.41
01/2024			000428			00	02/21/2024	605-3116-431.52-20	OREILLY 354	EFT:	204.43
01/2024			000430			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	156.40
01/2024			000431			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	68.76
01/2024			000432			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	88.84
01/2024			000433			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	15.37
01/2024			000434			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	63.04
01/2024			000435			00	02/21/2024	605-3116-431.52-05	BIG O TIRES OF GARDNER	EFT:	39.99
01/2024			000436			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	29.96
01/2024			000437			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	106.95
01/2024			000438			00	02/21/2024	605-3116-431.53-02	BOMGAARS 127	EFT:	109.99
01/2024			000439			00	02/21/2024	605-3116-431.52-04	OLATHE FORD PARTS	EFT:	33.72
01/2024			000448			00	02/21/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	1,540.74
01/2024			000457			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	4.26
01/2024			000459			00	02/21/2024	605-3116-431.52-04	OREILLY 354	EFT:	13.98
01/2024			000595			00	02/21/2024	702-6110-461.54-52	AMZN MKTP US R89F600L2	EFT:	29.99

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
0004830	00	SECURITY BANKCARD CENTER							
01/2024	000596		00	02/21/2024	702-6110-461.54-52	AMAZON.COM R80U07052	EFT:		42.41
01/2024	000597		00	02/21/2024	702-6110-461.54-52	AMAZON.COM R84K00AT2	EFT:		435.90
01/2024	000599		00	02/21/2024	702-6110-461.54-52	AMZN MKTP US R83DQ6XI1	EFT:		49.38
01/2024	000601		00	02/21/2024	702-6110-461.54-52	CHAMPION TEAMWEAR	EFT:		414.90
01/2024	000602		00	02/21/2024	702-6110-461.54-52	WARREN PLA (1 OF 2 PA	EFT:		179.50
						VENDOR TOTAL *	.00		50,096.91
0004787	00	SECURITY 1ST TITLE							
EARNEST MONEY	PI0094	008507	00	02/21/2024	001-1130-411.62-01	PROPERTIES 111 & 115N CEN	CHECK #:	134	5,000.00
						VENDOR TOTAL *	.00		5,000.00
0005380	00	SHAWNEE COPY CENTER							
137469	000301		00	02/22/2024	001-2110-421.47-02	BUSINESS CARDS	EFT:		86.77
						VENDOR TOTAL *	.00		86.77
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8							
1724-4	000302		00	02/22/2024	001-6120-461.52-01	GENERAL REPAIRS +	EFT:		303.31
1737-6	000303		00	02/22/2024	001-6120-461.52-01	GENERAL REPAIRS +	EFT:		8.99
3484-5	000304		00	02/22/2024	001-6120-461.52-01	GENERAL REPAIRS +	EFT:		106.44
3507-3	000305		00	02/22/2024	001-6120-461.52-01	GENERAL REPAIRS +	EFT:		35.60
1761-6	000310		00	02/22/2024	001-6120-461.52-01	GENERAL REPAIRS +	EFT:		211.62
1774-9	000311		00	02/22/2024	001-6120-461.52-01	GENERAL REPAIRS +	EFT:		15.93
						VENDOR TOTAL *	.00		681.89
0000161	00	SIGN HERE, INC.							
25525	000639		00	02/22/2024	404-3110-411.61-09	LETTERING ON NEW VEHICLE	EFT:		652.00
25524	000639		00	02/22/2024	551-4520-445.52-20	LOGO ON GOLF CART	EFT:		65.00
						VENDOR TOTAL *	.00		717.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
8073056020	000309		00	02/22/2024	001-1150-411.52-20	CLOROX WIPES/BOOK VM	EFT:		13.68
8073145700	000308		00	02/22/2024	001-2110-421.52-20	OFFICE SUPPLIES	EFT:		153.61
						VENDOR TOTAL *	.00		167.29
0004785	00	SUMNERONE, INC							
3851837	000639		00	02/22/2024	501-4130-441.43-02	COPIER MAINT PROGRAM	EFT:		19.91
3839823	000306		00	02/22/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:		142.38
						VENDOR TOTAL *	.00		162.29
0002248	00	TRI-STAR SEED CO							
151258	000307		00	02/22/2024	001-6120-461.43-01	LANDSCAPING	EFT:		105.00
						VENDOR TOTAL *	.00		105.00
0000781	00	UNITED RENTALS NORTH AMERICA, INC							
229417933-001	000313		00	02/22/2024	603-3150-431.44-02	EQUIPMENT RENTAL	EFT:		595.10
						VENDOR TOTAL *	.00		595.10
0000746	00	VANCE BROTHERS, INC							
ZL00066614	000639		00	02/22/2024	001-3120-431.52-08	ASPHALT	EFT:		327.60

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000746 ZL00066625	00	VANCE BROTHERS, INC 000639	00	02/22/2024	001-3120-431.52-08	ASPHALT	EFT:	409.50
						VENDOR TOTAL *	.00	737.10
0000289 15628	00	VIKING INDUSTRIAL SUPPLY 000639	00	02/22/2024	001-6130-461.52-01	GAC - PLASTIC BAGS	EFT:	395.34
						VENDOR TOTAL *	.00	395.34
0004137 295034	00	WINPRO SOLUTIONS, INC 000639	00	02/22/2024	531-4320-443.52-20	HARDWOUND TWL	EFT:	128.60
						VENDOR TOTAL *	.00	128.60
						HAND ISSUED TOTAL ***		112,693.02
						EFT/EPAY TOTAL ***		148,999.64
						TOTAL EXPENDITURES ****	13,677.48	261,692.66
					GRAND TOTAL *****			275,370.14

COUNCIL ACTION FORM

CONSENT ITEM NO. 3

MEETING DATE: MARCH 4, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Energy Agency Board of Directors

Strategic Priority: Asset Management
Fiscal Stewardship

Department: Utilities - Electric

Staff Recommendation:

To appoint Evan Rose, Generation Substation Manager, as Director # 2, and Gonz Garcia, Utilities Director, as Alternate expiring April 30, 2026, with voting rights on the Kansas Municipal Energy Agency Board of Directors.

Background:

The City of Gardner is a member of KMEA. In accordance with Section 5.1 of KMEA's Bylaws (see attached), each KMEA member City shall have two (2) Directors and an Alternate on its Board of Directors. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement. Each Director will serve for two (2) years; however, terms are staggered in order to maintain continuity on the Board of Directors.

Currently, the following persons have been appointed to represent the City of Gardner on the Kansas Municipal Energy Agency Board of Directors:

1. Director #1: Jeff LeMire, term expiring April 30, 2025
2. Director #2: Gonzalo Garcia, term expiring on April 30, 2024
3. Alternate: Bruce Baldwin, term expiring on April 30, 2024

There are two meetings per year and they are generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

Attachments:

- KMEA By-Laws
- Certificate of Appointment for Director #2 and Alternate

Financial Impact:

There will be some travel expenses paid from the Electric Fund.

Suggested Motion:

Appoint Evan Rose, Generation Substation Manager, as Director # 2, and Gonz Garcia, Utilities Director, as Alternate both expiring April 30, 2026, with voting rights on the Kansas Municipal Energy Agency Board of Directors.

EXCERPT OF BYLAWS OF KANSAS MUNICIPAL ENERGY AGENCY
ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as “Director-1” and “Director-2”.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. **Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement.** Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this **Article V**.

Section 5.2. Voting Powers. Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in **Article XII** hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure as set forth for the selection of the initial Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

Section 5.7. Alternates. Each Member shall designate an Alternate or Alternates for the Director in the same manner as the Directors are designated. In the event any Director is unable to attend a meeting, any duly appointed Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of such Alternate or Alternates. In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member’s behalf. If more than one Alternate is designated by the Member, the governing body shall specify in its designation the order in which the Alternates shall have voting rights on behalf of the Member.



CERTIFICATE – ALTERNATE

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Gardner, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 4th day of March, 2024; and

Name:	<u>Gonz Garcia</u>	Title:	<u>Utilities Director</u>
Address:	<u>1150 E. Santa Fe Street</u>		
City:	<u>Gardner</u>	State:	<u>KS</u> Zip Code: <u>66030</u>
Office Phone:	<u>(913) 856-0990</u>	Cell Phone:	<u>(561) 797-2440</u> Fax: <u>NA</u>
Email Address:	<u>ggarcia@gardnerkansas.gov</u>		

who (a) resides within the territory served by the City’s electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2024.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this _____ day of _____, _____.

City Clerk

Gardner, Kansas



CERTIFICATE – DIRECTOR-2

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Gardner, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 4th day of March, 2024; and

Name:	<u>Evan Rose</u>	Title:	<u>Generation Substation Manager</u>
Address:	<u>1150 E. Santa Fe Street</u>		
City:	<u>Gardner</u>	State:	<u>KS</u> Zip Code: <u>66030</u>
Office Phone:	<u>(913) 856-0993</u>	Cell Phone:	<u>(620) 960-3832</u> Fax: <u>NA</u>
Email Address:	<u>erose@gardnerkansas.gov</u>		

who (a) resides within the territory served by the City’s electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2024.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this _____ day of _____, _____.

City Clerk

Gardner, Kansas

COUNCIL ACTION FORM

CONSENT ITEM No. 4

MEETING DATE: MARCH 4TH, 2024

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the execution of a contract with Golconda Group, LLC to construct the Locust Street Joint Repairs Project.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorization of a contract with Golconda Group, LLC to construct the Locust Street Joint Repairs Project, in the amount of \$62,026.70.

Background/Description of Item:

Locust Street is a concrete road that was constructed in 2021. Since opening, the roadway has experienced a high volume of truck traffic which has caused premature joint failure along the longitudinal joint. Separated joints can allow stormwater runoff to saturate the subgrade and lead to additional structural failure to the roadway if not corrected. This project proposes to repair failed joints, replace damaged curb & gutter, and perform joint sealing at select locations.

Detailed Description of Project Scope:

Bids for the project were received and publicly opened by the City of Gardner on February 8th, 2024. The project will include concrete and joint repair. A summary of the bids received follows:

<u>Bidder</u>	<u>Total Bid</u>
Golconda Group, LLC	\$62,026.70
Inco USA, LLC	\$73,329.12
Johnson County Heavy Contracting	\$74,533.20
Kansas Heavy Construction, LLC	\$82,454.60
PCC	\$87,292.83
McConnell & Associates	\$91,053.82
Superior Bowen Asphalt Company, LLC	\$121,346.59
Engineer's Estimate	\$82,015.00

Financial Impact:

The funds will come from the Special Highway Fund.

Attachments Included:

- Agreement
- Bid Tab

Suggested Motion:

Authorize the City Administrator to execute the Agreement with Golconda Group, LLC for the Locust Street Joint Repairs in the amount of \$62,026.70.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this 10 day of FEB, 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and Golconda Group, LLC [hereinafter referred to as "Contractor"] for the construction of the following described work: **Locust Street Joint Repairs** known as City of Gardner Project No. **PW6020**.

RECITALS

WHEREAS, the City desires to construct and complete Project No. **PW6020**.

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

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

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. PW6020, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the **Locust Street Joint Repairs**.

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

AGREEMENT

1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. P1901. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

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

2.0 Commencement of Contract Time; Notice to Proceed.

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

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

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

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

3.7 Liquidated Damages.

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

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

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

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

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

4.0 Payment.

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

- Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \$62,026.70.
- 4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:
- 1) Ten (10) percent until construction is substantially complete;
 - 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.
- 4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: John Trickett.
- 4.4 Right to Withhold Payment:
City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:
- 1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
 - 2) Claims of third parties against City or City's property;
 - 3) Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
 - 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
 - 6) Persistent failure to carry out the Work in accordance with this Agreement;
 - 7) Damage to City or a third party to whom City is, or may be, liable; or
 - 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

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

Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

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

6.0 Partial Utilization of Work by City.

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

7.0 Completion and Final Payment.

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

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

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

- 7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's

other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

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

10.0 Warranty and Defective or Unacceptable Work.

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

11.0 Suspension of Work.

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

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;

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

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

12.0 Termination.

12.1 Right of City to Terminate Contract.

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

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

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
 - c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
 - d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.
- 12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.
- 12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may

upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

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

14.0 Bonds.

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

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

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

15.0 Insurance.

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

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation

Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

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

15.2 Subcontractor's Insurance.

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

- 1) Cover all subcontractors in Contractor's general liability insurance policy;
- 2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

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

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

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

AND

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

OR

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

15.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

15.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

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

19.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor

shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or

injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

23.0 Compliance with Laws.

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

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

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

To City: City of Gardner
Attn: John Trickett
120 E. Main Street
Gardner, KS 66030

To Contractor: (Contractor Provide)

Golconda Group LLC
6878 martindale Rd
Shawnee, KS 66218

27.0 Amendments.

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

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

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

28.0 Waiver of Claims.

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

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

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

31.0 Force Majeure.

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

32.0 Titles.

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

33.0 Negotiations.

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

34.0 Costs and Attorneys Fees.

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

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

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

37.0 Incorporation of Appendices.

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

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20 day of February 2024.

CITY OF GARDNER, KANSAS

CONTRACTOR

James Pruetting, City Administrator

Colinda Gray LLC

[Signature]
(Name, Title)

MANAGING MEMBER

ATTEST:

Renee Rich, Interim City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

BID TAB FOR:
Locust Street Joint Repairs
PW6020
Bid Opening: February 8th, 2024 (10:00 AM)

				Engineer's Estimate		Golconda Group, LLC		Johnson County Heavy Contracting		INCO USA LLC	
Item No.	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
ESTIMATED QUANTITIES BASE BID											
1	Force Account	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$4,600.00	\$4,600.00	\$9,000.00	\$9,000.00	\$1,842.80	\$1,842.80
3	Rock Excavation	48	CY	\$100.00	\$4,800.00	\$52.00	\$2,496.00	\$215.00	\$10,320.00	\$233.74	\$11,219.52
4	Concrete Pavement (9" Uniform) (AE) (NRDJ)	166	SY	\$200.00	\$33,200.00	\$174.00	\$28,884.00	\$150.00	\$24,900.00	\$179.21	\$29,748.86
5	Curb and Gutter, Combined (AE)	121	LF	\$60.00	\$7,260.00	\$56.25	\$6,806.25	\$77.00	\$9,317.00	\$35.62	\$4,310.02
6	PCCP Patching (Full Depth) (9") (Sound)	8	SY	\$200.00	\$1,600.00	\$174.00	\$1,392.00	\$200.00	\$1,600.00	\$621.58	\$4,972.64
7	Sealing PCCP Joints (Longitudinal)	789	LF	\$5.00	\$3,945.00	\$3.85	\$3,037.65	\$2.60	\$2,051.40	\$3.20	\$2,524.80
8	Pavement Marking (Multi-Component) (White) (6")	338	LF	\$1.50	\$507.00	\$2.95	\$997.10	\$4.60	\$1,554.80	\$9.18	\$3,102.84
9	Pavement Marking (Multi-Component) (Yellow) (4")	6	LF	\$1.00	\$6.00	\$3.25	\$19.50	\$29.00	\$174.00	\$284.92	\$1,709.52
10	Pavement Marking Removal	344	LF	\$0.50	\$172.00	\$1.80	\$619.20	\$1.50	\$516.00	\$2.31	\$794.64
11	Sodding	21	SY	\$25.00	\$525.00	\$25.00	\$525.00	\$100.00	\$2,100.00	\$47.55	\$998.55
12	Traffic Control	1	LF	\$10,000.00	\$10,000.00	\$2,650.00	\$2,650.00	\$3,000.00	\$3,000.00	\$2,104.93	\$2,104.93
				TOTAL	\$82,015.00	TOTAL	\$62,026.70	TOTAL	\$74,533.20	TOTAL	\$73,329.12

				PCC		Kansas Heavy Construction, LLC		McConnell & Associates		Superior Bowen Asphalt Company, LLC	
Item No.	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
ESTIMATED QUANTITIES BASE BID											
1	Force Account	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$23,000.00	\$23,000.00
3	Rock Excavation	48	CY	\$52.00	\$2,496.00	\$220.00	\$10,560.00	\$35.00	\$1,680.00	\$690.00	\$33,120.00
4	Concrete Pavement (9" Uniform) (AE) (NRDJ)	166	SY	\$225.00	\$37,350.00	\$130.00	\$21,580.00	\$277.00	\$45,982.00	\$200.00	\$33,200.00
5	Curb and Gutter, Combined (AE)	121	LF	\$171.00	\$20,691.00	\$58.00	\$7,018.00	\$58.00	\$7,018.00	\$80.00	\$9,680.00
6	PCCP Patching (Full Depth) (9") (Sound)	8	SY	\$230.00	\$1,840.00	\$525.00	\$4,200.00	\$350.00	\$2,800.00	\$650.00	\$5,200.00
7	Sealing PCCP Joints (Longitudinal)	789	LF	\$4.75	\$3,747.75	\$22.00	\$17,358.00	\$4.50	\$3,550.50	\$3.15	\$2,485.35
8	Pavement Marking (Multi-Component) (White) (6")	338	LF	\$4.12	\$1,392.56	\$2.75	\$929.50	\$2.70	\$912.60	\$2.63	\$888.94
9	Pavement Marking (Multi-Component) (Yellow) (4")	6	LF	\$4.12	\$24.72	\$2.75	\$16.50	\$2.70	\$16.20	\$2.63	\$15.78
10	Pavement Marking Removal	344	LF	\$3.20	\$1,100.80	\$1.65	\$567.60	\$1.73	\$595.12	\$1.58	\$543.52
11	Sodding	21	SY	\$150.00	\$3,150.00	\$25.00	\$525.00	\$71.40	\$1,499.40	\$53.00	\$1,113.00
12	Traffic Control	1	LF	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00	\$2,100.00	\$2,100.00
				TOTAL	\$87,292.83	TOTAL	\$82,454.60	TOTAL	\$91,053.82	TOTAL	\$121,346.59

COUNCIL ACTION FORM

COMMITTEE RECOMMENDATION No. 1

MEETING DATE: MARCH 4, 2024

STAFF CONTACT: DAVID KNOPIK, COMMUNITY DEVELOPMENT DIRECTOR

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

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:

After review of application 23-303-01, a rezoning for Gardner Pet Lodge (parcel ID: CP19000000 0004), and staff report dated January 18, 2024, the Planning Commission recommends denial of the applications as proposed and forwards the application to the Governing Body.

Motion carried 6-1

Staff Recommendation:

Staff recommends approval of the rezoning.

Actions:

Per Section 17.03.030 (D) of the *Gardner Land Development Code*, the Governing Body may:

1. Adopt the Planning Commission recommendation (simple majority vote);
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body (approving the ordinance); or return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

Financial Impact:

None.

Other Impacts:

None

Attachments included:

- Ordinance No. 2796
- January 22, 2024 Planning Commission packet
- January 22, 2024 draft Planning Commission minute excerpt

Suggested Motion:

Override the recommendation of the Planning Commission and approve Ordinance No. 2796, 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.

or

Adopt the recommendation of the Planning Commission and deny the rezoning of certain land located in the City of Gardner, Kansas.

ORDINANCE NO. 2796

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF 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 January 22, 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, rezoning from RUR (County-Rural) District to City of Gardner A (Agriculture) District is approved on lands legally described as follows:

CASE NO. 23-303-01

Rezoning from County RUR (Rural) District to City of Gardner A (Agriculture) District:

Legal Description:

All that part of the Southeast Quarter of Section 2, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Lot 4, FREUNDS & NEIGHBORS, a subdivision in the Johnson County, Kansas, according to the recorded plat thereof.

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 4th day of March, 2024.

SIGNED by the Mayor this 4th day of March, 2024.

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(SEAL)

CITY OF GARDNER, KANSAS

Todd Winters, Mayor

Attest:

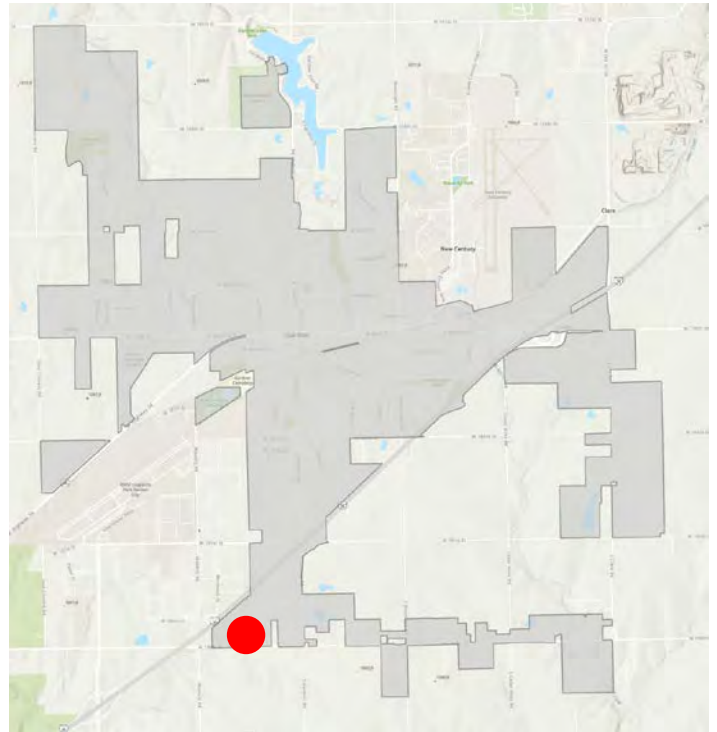
Renee Rich, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

Project Name: Gardner Pet Lodge

PROJECT NUMBER	23-303-01
REQUEST	REZONING, CONDITIONAL USE PERMIT, SITE PLAN
APPLICANT	ALLENBRAND DREWS
OWNER	JASON & ANGELA CARMAN
ADDRESS	29852 W 199TH ST
PARCEL ID	CP19000000 0004



Executive Summary

PRESENT ZONING:	RUR
PROPOSED ZONING:	A
PRESENT LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	PET LODGING
TOTAL SITE AREA:	10 ACRES
PROP BUILDING TYPES:	80' X 40' BUILDING



Staff Recommendation

Staff recommends approval of application 23-303-01, a Rezoning, Site Plan, and Conditional Use Permit for Gardner Pet Lodge with the condition(s) in the recommended motion.

Context:

Background/History

The property was platted in the County on March, 1996 and subsequently annexed into the City on December 18, 2020 (Ord. 2690). It is currently being used for a single family residence.

Surrounding Zoning and Land Use

Zoning	Use(s)
North of Subject Property	
R-1 (Single Family Residential) and R-3 (Garden Apartment) Districts	Tuscan Farms
East of Subject Property	
R-1 (Single Family Residential) District	Single family residences
South of Subject Property	
RUR (Rural) District	Vacant
West of Subject Property	
RUR (Rural) District	Single family residence

Utilities / Infrastructure

Electric

Electric service is provided by Evergy.

Water

Water Service is provided by Johnson County Rural Water District 7.

Sanitary Sewer

Private sanitary sewer service is located on-site.

Storm Sewer

Additional storm water management will be required for the animal boarding facility as outlined in the conditions of approval.

Roadway Network & Vehicular Access

Access will be off of 199th Street. Additionally the drive access to the kennel will need to meet Fire District #1 requirement of being able to withstand 75,000 lbs. load for emergency vehicles.

Review Criteria and Findings

Zoning Map Amendment (LDC Section 17.03.030 B.)

- 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; the requested change from County RUR (Rural) district to the City of Gardner A (Agricultural) district is the most compatible transition from County to City zoning districts.**
- The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts; the proposed zoning district and associated potential uses is compatible with the existing uses and zoning located around this site.**

3. **The suitability of the subject property for the uses to which it has been restricted;** *the subject property is suitable as restricted for current uses.*
4. **The extent to which removal of the restrictions will detrimentally affect nearby property;** *the current uses allowed are identical to the proposed zoning district uses.*
5. **The length of time the subject property has remained vacant as zoned;** *the property has an existing single family residence.*
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;** *the current property is zoned to a County district and the petition to rezone to a City of Gardner agriculture district will allow the City to restrict uses that may be incompatible with our current Land Development Code.*
7. **The recommendations of professional staff;** *see Staff recommendation below.*
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;** *the application is consistent with many goals and objectives of 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;** *the existing use does not adversely affect the capacity or safety of any utilities, infrastructure or public services.*
10. **Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City;** *the rezoning application to "A" is necessary to grant the proposed Conditional Use permit that the applicant is requesting.*

Conditional Use Permit (LDC Section 17.03.050 B.)

1. **The application furthers the intent of the proposed zoning district and does not conflict with the intent of any abutting districts.** *Animal care is allowed as a conditional use in the A (Agriculture) district.*
2. **Compliance of any proposed development with the requirements of this Code.** *Since Animal Care is only permitted as a conditional use in the A zoning district, any particular request for a Conditional Use permit is subject to the restrictions and limitations that may include limiting the number of animals, size of the structure or type of use. In this case, the petitioner is requesting the facility be only used for temporary boarding of animals. Any changes to the specific use being requested will revoke the permit.*
3. **Whether any additional site-specific conditions are necessary to meet the purposes and intent of this Code and the intent or design objectives of any applicable subsections of this Code.** *Please see the Conditions of Approval.*
4. **The impact on the public realm, including the design and functions of streetscapes and relationships of building and site elements to the streetscape.** *Additional screening is being required along the east side of the proposed boarding facility. There is ample existing trees along the north and west sides that provide screening of the boarding facility.*
5. **The adequacy of drainage, utilities and other public facilities.** *Additional stormwater management and waste treatment improvements will be required to meet the City's standards. The petitioner will be required to construct and maintain these site improvements per the Public Works Department as part of an approved Conditional Use permit.*
6. **Compatibility with the character of the area in terms of building scale, building form, landscape and site design.** *The surrounding area is characterized by rural low density housing and agricultural uses. The overall design, layout and taking into consideration the onsite location the proposed use is compatible to the context of the surrounding properties.*
7. **Compatibility with the area in terms of operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use as proposed or foreseeable, and other potential impacts on adjacent property.** *The proposed use is compatible with the rural context in regards to providing a service that is not readily available in this part of the community.*

Certain noise mitigation measures applied toward the dog boarding facility are also required within the conditions of approval.

8. **The application will not prevent development and use of the neighboring property in accordance with the applicable development regulations.** *Staff does not believe this development will hinder the future growth and development of neighboring properties.*
9. **The long range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.** *If the development of this facility follows all conditions it should not have a negative impact on existing and future uses within the area.*
10. **The recommendations of professional staff.** *Staff recommends approval of the Conditional Use permit with conditions as outlined in the recommended motion.*

Site Plan and Design Review (LDC Section 17.03.060 B.)

1. **In general, any site 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.** *The applicant is required to construct several improvements to the site in order mitigate any noise concerns and provide adequate access for customers and emergency vehicles to the dog boarding facility. The petitioner has also said that all animals will be boarded within the building overnight to help with any noise concerns.*
 - b. **The design and arrangement of buildings and open spaces is consistent with good planning, landscape design and site engineering principles and practices.** *The overall site is approximately 9.5 acres which provides for enough open space, screening and separation of perceived noise nuisances and planned storm management for this use.*
 - 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.** *The proposed boarding building is around the size of a small accessory building within the context of this rural area.*
3. **The overall design is compatible to the context considering the location and relationships of other buildings, open spaces, natural features or site design elements.** *As mentioned above, most of the existing neighboring properties accessory buildings are similar in size and building materials. The Staff feels that the proposed building is compatible with other properties within close proximity to this site.*
4. **Whether any additional site-specific conditions are necessary to meet the intent and design objectives of any of the applicable development standards.** *Additional requirements are detailed within the suggested motion and conditions of approval.*
5. **The application meets the criteria for all other reviews needed to build the project as proposed.** *Staff feels that this application meets all criteria needed to build the project.*
6. **The recommendations of professional staff.** *Staff feel that the associated site plan meets the intent of the Land Development Code and recommends approval of the plan as outlined in the recommended motion.*

Staff Findings

Rezoning

The requested rezoning is in compliance with the Comprehensive Plan and the “Voluntary Consent Annexation Agreement” entered by the current property owners and the City.

Conditional Use Permit and Site Plan and Design Review

Long range plans are not negatively impacted by the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.

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.

Timeframe

Staff recommends a 5 year time limit, which is the typical timeframe for conditional use permits. The applicant may apply to renew the permit at the end of the 5 years. If the applicant decides to expand / change operations prior to expiration of the permit, a new conditional use permit application would be required in order to allow the Planning Commission to evaluate whether such expansion / change would be appropriate for the site.

Recommended Motions

Rezoning

After review of Application 23-303-01, a rezoning for 9.59 acres located on the north side of 199th Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004) from RUR (County-Rural) District to A (Agriculture) District, and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the rezoning application.

Conditional Use Permit and Site Plan and Design Review

After review of Application 23-303-01, a conditional use permit and the associated Site Plan for 9.59 acres located on the north side of 199th Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004) from RUR (County-Rural) District to A (Agriculture) District, and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the applications subject to the following conditions:

1. All drive, access and parking area to and for the dog boarding facility from 199th Street shall be paved with a hard surface constructed to meet adopted City technical specifications and construction standards and withstand use by emergency services vehicles;
2. On the site plan, provide construction details for an area that addresses the treatment of high bacteria loads and specifications on how waste is being treated;
3. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and land disturbance and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
4. Provide visual screening from adjacent properties along the east side of the proposed facility;
5. Provide noise dampening measures within the wall construction of the boarding facility; and
6. This Conditional Use permit is for a 5 year period, starting on the date of approval by the Governing Body. After the 5 year period, if the applicant is abiding by all conditions they can apply for an extended Conditional Use permit through the Planning Commission and the Governing Body.

Attachments

1. Site Plan

Regular Agenda

1. Gardner Pet Lodge 23-303-01 Rezoning, Site Plan, & Conditional Use Permit (Continued from December 19, 2023)

Staff Presentation

Robert Case, Principal Planner presented the information in the staff report for Gardner Pet Lodge located approximately 1000' west of Gardner Road and 199th Street intersection and is bound by R-1 properties to the east and north, and by RUR zoned properties to the west and south. The lot is approximately 10 acres and is surrounded by similar-sized parcels. The proposed site includes a 3200-square-foot building to be used at a boarding facility. The location is surrounded by existing trees, however they will be required to provide additional screening along the east side. Since the last meeting, a stormwater management plan has been submitted and approved by the Public Works Department. To ensure minimum disruptions to the neighbors, additional conditions have been added to the list of recommended motions. The staff finds the proposed use complies with the Land Development Code and the conditional use permit review criteria have been addressed by the applicant.

Staff presented commissioners with a printed email received from a resident with concerns which will be made public record with meeting minutes.

Applicant Presentation

Jason Carman, 29852 W 199th St thanked the staff and commissioners for considering the item again. He stated there is a definite need for this type of facility and the location is well suited as the proposed location is similar in proximity to other neighboring structures. It is positioned so that it should not be a nuisance and has provided an acoustically insulated building where the dogs will be housed inside overnight. He referenced the previous detailed acoustic study presented at the last meeting. The only other dog boarding facility in Gardner is at the Veterinary Clinic which is capable of housing 80 dogs and is within 1000 feet of 100 residents. The proposed Pet Lodge location would only be in proximity to 8 private residents. He has taken feedback from one of the neighbors concerning light pollution and is willing to accommodate by making sure pickup and drop-off times will be within regular business hours. He said there are neighboring properties who operated commercial businesses for the last 20 years utilizing conditional-use permits. It would not be a special case or anomaly for the Pet Lodge to be operating in this area. The conditional use permits are made available to citizens for exactly this type of request and their land complies with the requirements. He hopes his thoughtful consideration of the proposal is taken into consideration and assures the intent to comply with the conditions.

Public Comments

Chair Ham invited the residents in the audience to the podium with comments or concerns.

Mary Freund, 19880 S Gardner Rd, said that she does not know of any businesses run on any neighboring properties as Mr. Carman mentioned. She still believes the dog kennel will be a nuisance and hopes the commissioners pay close attention to detail.

Ronald Freund, 19880 S Gardner Rd, expressed his concerns with the lack of tree screening abutting the property he owns to the east which is intends to sell. He is concerned about lighting from incoming cars as well as the lights on the building. He does not like the idea of a dog boarding facility in a residential subdivision.

Frank Bannister, 19815 S Gardner Rd, referenced the email he had written and was given to commissioners tonight. He expressed his opposition to the planned dog kennel and believes it will be a

social issue for the new subdivision being built to the north. He said that he used to coyote hunt and on a still day or night dogs can be heard as far as a mile away. He said he likes dogs and it would be a non-issue for him if not for barking dogs. He has neighbors to the north whose dogs currently bark all day so he anticipates it will be very hard to corral the noise of multiple dogs. He stated he does not think it is right to start allowing commercial facilities in a subdivision.

Commission Discussion

Commissioner Combs asked what procedures were in place if the plan was approved and received complaints.

Mr. Knopick explained that any use is subject to nuisance laws and would typically be addressed first by the Code Enforcement officer and their typical timelines. If there were to be a substantiated complaint it would come back before the Planning Commission for further review. If the applicant did not adhere to conditions of approval it would also come back before the Commission.

Commissioner Jueneman said that he would be in favor of increasing the tree screening along the majority of the property lines if moving forward with approval.

Commissioner Cooper agreed with the increase of screening along property lines but also has concerns about the 5-year CUP timeline. She asked staff to clarify again what is involved if there were to be a revocation.

Mr. Knopick explained the steps that would lead to a revocation and the Planning Commission's role.

Commissioner Meder said that according to the Land Development Code, the agricultural districts are to promote open space and rural preservation and this does none of that. She said the pet lodge is an intense commercial use of land and does not fit the character of the residential area that abuts directly to the north. What individuals may consider a nuisance is subjective and would be unfair to the applicant to have to "pick up sticks" and leave because of complaints. Last meeting she requested more detail about how the animal waste was going to be managed but still hadn't been addressed. She would make a motion to deny because she does not see how this fits.

Chair Ham inquired about the request for a gravel drive on the site plan.

Mr. Knopick explained the applicant had requested as part of the application process but the staff has made a recommendation that all surfaces be paved as required by code.

Chair Ham asked the applicant what type of lighting is being proposed on the building as well as screening plans along the building.

Mr. Carman explained there would not be big bright lights but rather illuminated by lights in the soffits. He pointed out the existing tree lines on the north, west, and south sides of the property. They are willing to put trees on the east side of the building and along the drive if requested.

Mr. Knopick reminded the commissioners they are allowed to add conditions of additional screening as they see fit. He also explained the two separate motions that are being considered since the property is currently under Johnson County jurisdiction although within the city limits. The condition use permit can only be approved after the approval of rezoning from Johnson County RUR to Agriculture.

Motion made to deny the rezoning from Johnson County RUR to Gardner Agriculture.

Motion: Commissioner Meder

Second: Commissioner Combs

Motion carries unanimously 6-0

Motion made after review of Application 23-303-01, a conditional use permit, and the associated Site Plan for 9.59 acres located on the north side of 199th Street approximately 1300' west of Gardner Road (Tax ID 2P19000000 1005) from RUR (County-Rural) District to A (Agriculture) District, and a staff report dated January 18, 2024, the Planning Commission recommends the Governing Body deny the application

Motion: Commissioner Meder
Second: Commissioner Combs
Motion carries 5-1.

Recording of this meeting can be found here:
<https://www.youtube.com/watch?v=vHi0RuVYnV0&t=1893s>

DRAFT

COUNCIL ACTION FORM

COMMITTEE RECOMMENDATION No. 2

MEETING DATE: MARCH 4, 2024

STAFF CONTACT: DAVID KNOPIK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider adopting an ordinance approving a conditional use permit for an animal care facility located on the north side of 199th Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Recommendation:

After review of application 23-303-01, a conditional use permit and associated site plan for Gardner Pet Lodge (parcel ID: CP19000000 0004), and staff report dated January 18, 2024, the Planning Commission recommends denial of the application as proposed and forwards the application to the Governing Body.

Motion carried 6-1

Staff Recommendation:

Staff recommends approval of the conditional use permit and associated site plan with the recommended conditions:

1. All drive, access and parking area to and for the dog boarding facility from 199th Street shall be paved with a hard surface constructed to meet adopted City technical specifications and construction standards and withstand use by emergency services vehicles;
2. On the site plan, provide construction details for an area that addresses the treatment of high bacteria loads and specifications on how waste is being treated;
3. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and land disturbance and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
4. Provide visual screening from adjacent properties along the east side of the proposed facility;
5. Provide noise dampening measures within the wall construction of the boarding facility; and
6. This Conditional Use permit is for a 5 year period, starting on the date of approval by the Governing Body. After the 5 year period, if the applicant is abiding by all conditions they can apply for an extended Conditional Use permit through the Planning Commission and the Governing Body.

Actions:

Per Section 17.03.030 (D) of the *Gardner Land Development Code*, the Governing Body may:

1. Adopt the Planning Commission recommendation (simple majority vote);
2. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body (approving the ordinance); or Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering

the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon receipt of such recommendation, the Governing Body by a simple majority may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

Financial Impact:

None.

Other Impacts:

None

Attachments included:

- Ordinance No. 2797
- See Planning Commission packet and minutes excerpt associated with the related rezoning item.

Suggested Motion:

Override the recommendation of the Planning Commission and approve Ordinance No. 2797, an ordinance approving a conditional use permit on 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.

or

Adopt the recommendation of the Planning Commission and deny the request for a conditional use permit on certain land located in the City of Gardner, Kansas.

ORDINANCE NO. 2797

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT ON 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 January 22, 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, a Conditional Use Permit is issued on lands legally described as follows:

All that part of the Southeast Quarter of Section 2, Township 15 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, being more particularly described as follows:

Lot 4, FREUNDS & NEIGHBORS, a subdivision in the Johnson County, Kansas, according to the recorded plat thereof.

CASE NO. 23-303-01

A Conditional Use Permit to allow for an Animal Care use in the A (Agriculture) zoning district, solely for a pet boarding facility with the following conditions:

1. All drive, access and parking area to and for the dog boarding facility from 199th Street shall be paved with a hard surface constructed to meet adopted City technical specifications and construction standards and withstand use by emergency services vehicles;
2. On the site plan, provide construction details for an area that addresses the treatment of high bacteria loads and specifications on how waste is being treated;
3. The construction plans for any utilities, infrastructure, stormwater or other public facilities shall meet all technical specifications and land disturbance and public improvement plans shall be submitted and approved prior to the issuance of a building permit;
4. Provide visual screening from adjacent properties along the east side of the proposed facility;
5. Provide noise dampening measures within the wall construction of the boarding facility; and
6. This Conditional Use permit is for a 5 year period, starting on the date of approval by the Governing Body. After the 5 year period, if the applicant is abiding by all conditions they can apply for an extended Conditional Use permit through the Planning Commission and the Governing Body.

SECTION TWO: 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.

APPROVED and ADOPTED this 4th day of March, 2024.

CITY OF GARDNER, KANSAS

(SEAL)

Todd Winters, Mayor

Attest:

Renee Rich, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney